

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA  
Regular Meeting  
5:00 p.m. December 18, 2017

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 December 4, 2017**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

A. Days of 76 Committee thanks to City of Deadwood and discuss ticket pricing for rodeo

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. Authorize purchase 5500 gallons of diesel fuel from Southside at cost of \$2.36 per gallon
- B. Remove the following seasonal employees from payroll effective December 10, 2017. Mu Chay Chay, Alice Swifthawk, Elizabeth Carbo, Broc Hanson, Coltan Radensleben, Riley Lundquist, Linsey Sandidge and Rylee Sundermann.
- C. Donate two abandoned bicycles to Lions Club at their request. Serial numbers on file in Finance Office. Allowable per SDCL 43-41-11.
- D. Purchase trees and bushes from Pennington County Conservation District in the amount of \$3,030.00 for areas along Whitewood Creek, to be paid from 2018 budget
- E. Permission to contract with TSP to design bathroom addition to south side of Deadwood Rec Center in an amount not to exceed \$5,000.00 excluding reimbursables to be paid from 2018 budget. (CIP budget)
- F. Allow Mayor to sign contract with Black Hills Central Reservations (Black Hills Vacations) for services related to ticketing system at Event Center
- G. Permission for Mayor to sign renewal agreement with Barefoot Resort for billboard lease from January 1, 2018 to December 31, 2018 at rate of \$55.00 per month (no change from prior year)

7. **BID ITEMS**

**8. PUBLIC HEARINGS**

- A. Hold public hearing for open container in zones 1 and 2 on February 9 and 10, street closure for parade and waiver of banner fees on February 10, 2018 for Mardi Gras Event.

**9. OLD BUSINESS**

- A. Discussion and possible action on Pavilion

**10. NEW BUSINESS**

- A. Second Reading of Ordinance #1268, Supplemental Budget Ordinance #3 for 2017
- B. Second Reading of Ordinance #1269, Amending Chapter 6.08 Dogs and Cats, Sections 6.08.100 License Tax and 6.08.170 Fees
- C. Second Reading of Ordinance #1270, to Amend Chapter 15.00 Building Construction: Section 15.01.060, Fee Schedule
- D. Second Reading of Ordinance #1271, To Amend Chapter 17.04, Section 17.04.090 Conformance Required for permit
- E. Written request to purchase city owned property across from Thunder Cove. Request from Steve and Kay French, Dale and Cheryl Lende, owners of properties at 311, 315, and 317 Cliff Street.
- F. Act as Board of Adjustment and approve or deny Planning and Zoning recommendation to approve Bed and Breakfast establishment for James and Susan Trucano at 124 Charles Street, providing the following stipulations are met: must be owner occupied, proof of SD Sales Tax License provided to city, proof of building inspection to ensure code compliance, proper paperwork must be filed with City Finance Office for BID tax, commercial water and garbage, and proof of South Dakota Department of Health Lodging License provided to Planning and Zoning Office
- G. Act as Board of Adjustment and approve or deny Planning and Zoning recommendation to approve Bed and Breakfast establishment for Debra Kahler at 56 Taylor, providing the following stipulations are met: must be owner occupied, proof of SD Sales Tax License provided to city, proof of building inspection to ensure code compliance, proper paperwork must be filed with City Finance Office for BID tax, commercial water and garbage, and proof of South Dakota Department of Health Lodging License provided to Planning and Zoning Office
- H. Permission for Mayor to sign contract with TruGreen for week spraying on city owned properties at cost of \$12,289.45
- I. Allow Finance Office to pay invoice from Interstate Engineering for emergency flood study at cost of \$6,128.66 from Parks budget
- J. Permission for Historic Preservation to purchase replacement street signs and decorative posts at cost of \$5,435.00, to be paid from Wayfinding capital asset line item
- K. Permission for Historic Preservation to purchase three HP ZBook mobile workstations and five docking stations at cost not to exceed \$6,700.00 from Archives budget

- L. Allow Historic Preservation to sponsor docuseries on Days of 76 Rodeo to be aired during "Special Cowboy Moments" to be paid from Public Education line item
- M. Approve and allow Mayor to sign agreement with South Dakota State Historical Society Board of Trustees from July 2018 to July 2022 in the amount of \$60,000 per year.
- N. Discussion and possible action on paratransit options
- O. Allow Deadwood Rec Center to purchase Octane ZR 8000 Zero Runner, leg press machine and squat machine at total cost of \$9,987.82

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

*No action can be taken*

- A. Next City Commission meeting will be held on Tuesday, January 2, due to observance of New Year's Day
- B. Standard and Poor's Global Rating upgraded Deadwood's credit rating from AA- to A+ and upgraded rating on certificates of participation from A to A+.
- C. Deadwood Rec Center is participating in Silver Sneakers fitness program, which fully subsidizes Medicare, Group Retirees and Older Adults that includes basic fitness membership.

**12. EXECUTIVE SESSION**

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

**13. ADJOURNMENT**

**REGULAR MEETING, DECEMBER 4, 2017**

The Regular Session of the Deadwood City Commission convened on December 4, 2017 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Turbiville called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners David Ruth Jr., Mark Speirs, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Struble moved, Todd seconded to approve the minutes of November 20, 2017. Roll Call: Aye-All. Motion carried.

**NOVEMBER, 2017 PAYROLL:** COMMISSION, \$2,730.76; FINANCE, \$18,395.28; PUBLIC BUILDINGS, \$4,995.58; POLICE, \$59,155.48; FIRE, \$5,036.12; BUILDING INSPECTION, \$3,884.56; STREETS, \$28,647.49; PARKS, \$19,447.58; PLANNING & ZONING, \$4,912.40; LIBRARY, \$6,832.54; RECREATION CENTER, \$13,587.68; HISTORIC PRESERVATION, \$16,165.25; WATER, \$14,466.08; PARKING METER, \$8,736.82; TROLLEY, \$16,168.41; PARKING RAMP, \$3,519.29. **PAYROLL TOTAL: \$226,681.32.**

**NOVEMBER, 2017 PAYROLL PAYMENTS:**

Internal Revenue Service, \$56,677.33; S.D. Retirement System, \$24,867.78; Delta Dental, \$4,008.96.

**APPROVAL OF DISBURSEMENTS**

Speirs moved, Ruth seconded to approve the December 4, 2017 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	CONTRACT	328.63
ACE HARDWARE	SUPPLIES	218.91
ADAMS MUSEUM	OPERATING	123,000.00
ADAMS SALVAGE	INSURANCE	3,383.46
ALEX AIR APPARATUS	INSPECTION	1,902.20
ALSCO	SUPPLIES	132.00
ARLETH LAND SURVEYING	RESEARCH	1,260.00
BIALAS, KURT AND DAWN	GRANT	9,716.96
BIG RED CONSTRUCTION	WAYFINDING	35,678.64
BH SECURITY	REPAIR	448.98
BLACKBURN BASEMENT SYSTEMS	GRANT	10,000.00
BOMGAARS	SUPPLIES	93.98
BSN SPORTS	SUPPLIES	420.00
CAMPBELL, ROBERT	PROJECT	2,025.00
CENTURY BUSINESS PRODUCTS	SERVICE	566.21
CITY OF LEAD	SIGN	17,258.70
COCA COLA	SUPPLIES	800.20
CONOVER, MICHAEL	GRANT	8,655.62
DATA FLOW	FORMS	130.55
DEADWOOD CHAMBER	MARKETING	17,473.35
DEADWOOD ELECTRIC	SERVICE	387.05
EB COMMUNICATIONS	INSTALLATION	665.00
ECOLAB	SERVICE	245.25
EMERY-PRATT .	BOOKS	27.98
FASTENAL	SUPPLIES	270.90
FIRST NATIONAL CREDIT CARD	SUPPLIES	911.20
GENERAL TRAFFIC CONTROLS	SUPPLIES	80.80
HAWKINS	SUPPLIES	1,016.17
HISTORIC HOMESTAKE OPERA	TREE	125.00
JACOBS WELDING	SERVICE	40.80
KNECHT	SUPPLIES	353.68
LAWRENCE CO. REGISTER	FEES	270.00
LEAD DEADWOOD ARTS CENTER	SERVICE	130.00
MACK'S AUTO BODY	REPAIR	1,169.50
MARCO	SUPPLIES	30.00
MEHLBERG CONSTRUCTION	PROJECT	510.70
MENARD'S	SUPPLIES	288.96
MIDCONTINENT	SERVICE	65.00
MIDWEST TAPE	DVDS	45.98
MDU	SERVICE	9,023.02
NELSON, ROBERT JR.	REIMBURSEMENT	22.00
NETWORK SERVICES	SUPPLIES	500.93
NORTHWEST PIPE FITTINGS	SUPPLIES	70.58
O'CONNOR COMPANY	SUPPLIES	761.00
OSBORN, JANET	REIMBURSEMENT	38.63
PASSPORT PARKING	METERS	72.75
PONTIUS, JAMES	GRANT	1,054.35
PROMAXIMA MANUFACTURING	EQUIPMENT	3,085.00
QUIK SIGNS	SIGNS	805.10
QUILL & SCROLL WRITING	SERVICE	400.00
RAKOW, JASON	REIMBURSEMENT	250.00
RCS CONSTRUCTION	PROJECT	81,891.24
REGIONAL HEALTH	TESTING	18.00
ROBLEY, GREG	STAINING	1,600.00
RUNGE, MIKE	REIMBURSEMENT	258.84
RUSHMORE OFFICE	SUPPLIES	194.75
S AND C CLEANERS	CLEANING	4,473.00
SCHMITZ, JOE	IMPROVEMENT	921.14
SD FIREFIGHTERS	MEMBERSHIP	675.00
SD PUBLIC HEALTH LAB	TESTING	30.00



## REGULAR MEETING, DECEMBER 4, 2017

SERVALL	SUPPLIES	1,323.35
TEMPERATURE TECHNOLOGY	SERVICE	29,070.00
THE LORD'S CUPBOARD	RECYCLING	43.66
TRINITY UNITED METHODIST	WREATHS	1,618.00
TRIPLE K	TIRES	320.98
TSP	PROJECT	1,436.75
TWILIGHT	SUPPLIES	48.75
TWIN CITY HARDWARE	SUPPLIES	3,738.52
TWIN CITY HARDWARE	GRANT	184.22
UMENTHUM, KEITH	BOX	35.00
USA BLUEBOOK	SUPPLIES	54.68
VAST	SERVICE	2,988.65
VERIZON WIRELESS	METERS	40.01
VIEHAUSER ENTERPRISES	KEYS	44.25
WARREN WINDOW	GRANT	3,829.27
WASTE CONNECTIONS	DUMPSTER	7,593.59
WELLMARK	INSURANCE	42,044.34
WESTERN COMMUNICATIONS	SUPPLIES	82.05
TOTAL		\$440,768.76

## ITEMS FROM CITIZENS ON AGENDA

### Proposal

Jeanna Dewey, Black Hills Vacations, presented a proposal to become the Event Center ticket agent and requested city assistance to purchase equipment. Dewey spoke about the key features of the software and equipment. After discussion, Speirs moved, Ruth seconded to allow Black Hills Vacations to become the ticket agent for Event Center with option to renew annually, and assist with the purchase of equipment for \$10,000.00 from the Bed and Booze Fund in FY2018. Roll Call: Aye-All. Motion carried.

### CONSENT

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

- A. Approve abatement request from Rocky Waters 3 LP on Parcel 30900-00735-010-20. New construction took place on the lot and assessed value was attached to wrong parcel.
- B. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Mary Ann Biggs.
- C. Permission for Mayor to sign the 2018 Combined Voting Agreement between the Lead-Deadwood School District, City of Central City, City of Deadwood, City of Lead, City of Whitewood, Lead-Deadwood Sanitary District and the Lead Fire Protection District.
- D. Pay annual trustee fees to First National Bank-Sioux Falls for Series 2012 and 2015 Certificates of Participation in the amount of \$5,762.50 from Historic Preservation
- E. Request use of public property and waiver of parking lot fees for Lead-Deadwood Girls Softball Tournament June 22 through June 24, 2018
- F. Permission to hire Katie Tieman and Hannah Campbell as front desk receptionists at the Rec Center at \$8.93 per hr. effective December 6, 2017 pending pre-employment drug screening.
- G. Correct pay rate for uncertified officer Sonya Papousek from \$19.53 to \$20.12, per pay scale, effective July 20, 2017.
- H. Accept technical assistance and enter into Community Planning Assistance for Wildfire program. Allow Mike Runge and Bob Nelson Jr. to travel to Boulder, CO for training on January 24 and 25, 2018, at no cost to city.
- I. Approve request from Deadwood History to purchase Adams Museum sign and participate in 50% of the cost, not to exceed \$3,997.50.
- J. Purchase Gaylord Brothers Delphi Triton Exhibit case from Archives budget at cost not to exceed \$7,300.00.

## BID ITEMS

### Crane Truck

Transportation and Facilities Director Kruzel stated the truck met all bid specifications and an outside entity would inspect the truck. Ruth moved, Speirs seconded to accept bid from Equipment Repair Solutions for knuckle boom truck in the amount of \$49,000.00 plus \$1.50 per mile to Deadwood. Commissioner Todd expressed concerns that truck was not a budgeted item, and felt city should consider less expensive options. Commissioners Speirs and Ruth agreed with Todd regarding budget, but were in favor of purchase due to safety issues for both employees and visitors. Roll Call: Aye-Ruth, Speirs, Struble, Turbiville. Nay-Todd. Motion carried.

## REGULAR MEETING, DECEMBER 4, 2017

### PUBLIC HEARINGS

Speirs moved, Ruth seconded to set public hearing on December 18 for open container in zones 1 and 2 on February 9 and 10, 2018, street closure for parade and waiver of banner fees for floats on February 10, 2018 for Mardi Gras event. Roll Call: Aye-All. Motion carried.

### OLD BUSINESS

#### Pavilion

Mayor Turbiville reviewed options as stated at the November 20 Commission meeting, and at the request of Silverado Gaming, added possible land trade of Franklin Motor Lodge for Pavilion to the list. Resident Lyman Toews presented results of a survey he conducted with people living within 300 feet of the Pavilion. The survey indicated residents saw a need for parking in the neighborhood. Lead-Deadwood School District board member Orson Ward stated parking is the number one concern as they move forward with facility improvements at the Elementary School. Mr. Ward added they currently have 75 employees and own zero parking spaces. He was interested in pursuing ownership of property for school parking, but added further action would have to go through school board approval process.

Jason Keller gave a presentation of proposed Gold Rush Deadwood Lanes. He stated the building would feature a 16-lane bowling alley, state of the art equipment, arcade and sports lounge restaurant, 5-7 full time employees, and possibly up to 15 part time employees. Mr. Keller discussed possibility of hosting various tournaments, which could bring additional revenue to local hotels and restaurants. Discussion also took place on potential parking issues.

Business owner Tom Rensch spoke to the possible land trade between City and Silverado for Franklin Motor Lodge property, and added that he would only offer the property for trade if the city would agree to construction of Main Street Square. Business owner Ron Island said this lot is key to revitalization, and without the Franklin Motor Lodge property, revitalization will not happen. Sharon Martinisko, Ron Russo, Louie Lalonde, and Mike Trucano also spoke in support. Marlene Todd suggested using the Interpretive Lot for the square and keeping Pavilion lot for parking, which would be a less costly alternative. Georgeann Silvernail agreed, and reminded commission should consider operational costs of the square as well. Commissioner Todd added that if land trade was approved, the city will be making a \$5 million dollar commitment, and would like to see private investment in the project as well.

After discussion, Struble moved, Ruth seconded to include parking as option for discussion and possible action on December 18: either city owned, school owned, or as result of land trade. Roll Call: Aye-All. Motion carried. Todd moved, Speirs seconded to approve pursuing Gold Rush Deadwood Lanes as a possible alternative option. Roll Call: Aye-All. Motion carried.

### NEW BUSINESS

#### Ordinances

Ruth moved, Speirs seconded to approve second reading of Ordinance #1267, to Amend Chapter 17, Change of Zoning. Roll Call: Aye-All. Motion carried.

After explanation from Finance Officer, Speirs moved, Struble seconded to approve first reading of Ordinance #1268, Supplemental Budget Ordinance #3 for 2017. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to approve first reading of Ordinance #1269, to Amend Chapter 6.08, Dogs and Cats, and set impound and license fees by resolution. Roll Call: Aye-All. Motion carried.

#### Ordinances

Todd moved, Struble seconded to approve first reading of Ordinance #1270, to Amend Chapter 15.00 Building Construction Fees. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to approve first reading of Ordinance #1271, to Amend Chapter 17.04.090, Conformance Required. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, DECEMBER 4, 2017**

Resolution 2017-27

After discussion on various fees included in resolution, Todd moved, Struble seconded to approve Resolution 2017-27 Establishing City Fees for 2018. Roll Call: Aye-All. Motion carried.

**CITY OF DEADWOOD  
RESOLUTION 2017-27  
A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE  
CITY OF DEADWOOD**

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

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

Accident Report .....	\$2.00
Animal Impound Fees:	
First Impoundment.....	\$25.00
Second Impoundment.....	\$50.00
Third and Subsequent Impoundment.....	\$100.00
Animal License:	
Dog or cat, spayed or neutered .....	\$5.00
Dog or cat, unsprayed or neutered .....	\$10.00
Banner Fee .....	<del>\$100.00</del> <b>\$150.00</b>
Burial Fees-Oakridge:	
Space, excluding recording fee.....	\$125.00
For perpetual care(mandatory) .....	\$75.00
City Hall Office:	
NSF charges .....	maximum allowed by SDCL 57A-3-421
Contractors License-new .....	\$75.00
Contractors License-renewal .....	\$50.00
Horse Drawn Vehicles-limited to two vehicles .....	\$75.00
<b>Grading Fee</b>	
<b>0 to 10 cubic yards.....</b>	<b>no charge</b>
<b>11 to 50 cubic yards.....</b>	<b>\$50.00</b>
<b>Over 50 cubic yards.....</b>	<b>\$100.00</b>
Inspection Fee .....	two times building permit
Mt. Moriah including licensed tour buses:	
Admission over 12.....	\$2.00
12 and under .....	free
Nuisance/Labor Charge	
Weed Removal .....	\$71.50/hour
Snow Removal .....	\$71.50/hour
Repair for damage to city property.....	\$71.50/hour
Parking:	
Broadway hourly:	
First hour .....	\$3.00
Second hour.....	\$5.00
Third hour to Twenty-four hours .....	\$10.00
Lost Ticket.....	\$10.00
Broadway leases:	
Employee month to month lease .....	\$50.00/month plus tax
Annual lease:	
1-25 spaces .....	\$100.00/month plus tax
26-50 spaces .....	\$85.00/month plus tax

**REGULAR MEETING, DECEMBER 4, 2017**

50-119 spaces .....\$75.00/month plus tax  
120+ spaces .....\$60.00/month plus tax

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

Other offenses:

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

Tow and Storage Fee for Abandoned  
Vehicles..... \$125.00/+\$25.00/day

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

Recreation Center

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

Daily - \$7.00  
One (1) month - \$30.00  
Three (3) month - \$82.00  
Six (6) month - \$150.00

Single Adult (19-54)

Daily - \$4.00  
One (1) month - \$23.00  
Three (3) month - \$55.00  
Six (6) month - \$85.00

Child/Senior (0-12 and 55+)

Daily - \$2.00  
One (1) month - \$12.00  
Three (3) month - \$30.00  
Six (6) month - \$50.00

High School Student (13-18).

Daily - \$2.00  
One (1) month - \$15.00  
Three (3) month - \$32.00  
Six (6) month - \$55.00

Corporate Family

One (1) month (family) - \$25.00  
Three (3) month (family) - \$70.00  
Six (6) month (family) - \$140.00

Corporate Single

One (1) month - \$17.00  
Three (3) month - \$44.00  
Six (6) month - \$70.00

Key Cards

Key - \$3.00  
Locker Rental. Monthly - \$5.00 half locker; \$10.00 full locker.

**REGULAR MEETING, DECEMBER 4, 2017**

Sign Permit Fee.....~~\$60.00~~ **\$100.00**

Special Alcohol License .....\$50.00/day

Staging fee-construction:

    Parking Space ..... \$125.00/month

    Use of City Property ..... \$500.00/month

Taxi License, Limit five, maximum twenty vehicles ..... \$75.00 first/\$25.00 each additional (annual)

**TENT RENTAL WITH APPROVED SPECIAL EVENT:**

**10' by 10' Set up and taken down by City Staff ..... \$100.00**

**20' by 30' Set up and taken down by City Staff.....\$200.00**

Trolley:

    Fare ..... \$1.00/ride

    All day pass .....\$5.00/pass

    Punch card pass for 12 rides.....\$10.00/pass

    Group Rates:

        0 – 25 members .....\$50.00

        26 – 50 members .....\$100.00

        51 – 75 members .....\$150.00

        76 – 100 members .....\$200.00

        Each 25 additional .....\$50.00

    By showing a name tag of the registered group, rides would be unlimited, providing the event does not last longer than two (2) consecutive days

**Utilities:**

Water:

    Residential minimum demand charge .....~~\$23.65~~ **\$24.85** Monthly for all accounts, whether on or off, regardless of water usage; water usage charged as follows:

Water Usage	Water Rate
0 - 4,999 gallons	<del>\$1.73</del> —\$1.82/1,000 gallons
5,000 - 9,999 gallons	<del>\$2.10</del> —\$2.21/1,000 gallons
10,000 - 19,999 gallons	<del>\$2.62</del> —\$2.75/1,000 gallons
20,000 - 49,999 gallons	<del>\$3.15</del> —\$3.31/1,000 gallons
50,000 and over gallons	<del>\$4.20</del> —\$4.41/1,000 gallons

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

Meter Size	Cost
1 inch or less	\$36.23 <del>\$34.50</del>
1.5 inch	\$48.51 <del>\$46.20</del>

**REGULAR MEETING, DECEMBER 4, 2017**

2 inch	\$72.77 <del>\$ 69.30</del>
3 inch	\$109.15 <del>\$103.95</del>
4 inch	\$145.53 <del>\$138.60</del>
6 inch	\$218.30 <del>\$207.90</del>

with commercial water usage rates as follows:

Water Usage	Water Rate
0 - 9,999 gallons	<del>\$3.15</del> \$3.31/1,000 gallons
10,000 - 49,999 gallons	<del>\$3.68</del> \$3.86/1,000 gallons
50,000 and over gallons	<del>\$4.20</del> \$4.41/1,000 gallons

Waste water:

Residential ..... ~~\$2.00~~ \$4.00 per month  
Commercial one (1) inch or less meter ..... ~~\$5.00~~ \$10.00 per month  
Commercial meter greater than one (1) inch ..... ~~\$10.00~~ \$20.00 per month

Garbage:

Residential and small commercial accounts (defined as in-home apartments on the same site as the primary residential account): will be charged at the current contract rate that the city must pay to a private contractor, which is currently \$12.55, and applicable tax per month for all accounts, whether on or off.

Commercial accounts are responsible for own garbage removal.

Vending (temporary) 60 day notice required:

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

Zoning Fees:

Change of Zoning .....\$150.00  
Conditional Use Permit .....\$150.00  
Selling unrecorded plat.....\$100.00  
Subdivision approval first lot, then thereafter ..... \$100.00/\$30.00  
Variance .....\$150.00

Dated this 4th day of December, 2017

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

Resolution 2017-28

Speirs moved, Todd seconded to approve Resolution 2017-28, Designating Special Events Recognized by the City of Deadwood for purposes of Ordinances Section 15.32.100 and 15.32.140 for 2018. Zoning Administrator Nelson informed Commission rally was not included due to banner compliance issues in previous years. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, DECEMBER 4, 2017**

**RESOLUTION 2017-28**

**A RESOLUTION DESIGNATING SPECIAL EVENTS RECOGNIZED BY THE CITY OF DEADWOOD FOR PURPOSES OF ORDINANCES 15.32.100 AND 15.32.140**  
**BE IT RESOLVED** by the Deadwood City Commission that the following events, with their respective months of occurrence, are hereby recognized for the year 2018 as “special or civic event(s)” for purposes of Ordinances 15.32.100 and 15.32.140:

<b><u>Special or Civic Event:</u></b>	<b><u>Date(s) of Event:</u></b>
1. ISOC Deadwood Snocross Shootout	January 19-20, 2018
2. Mardi Gras	February 9-10, 2018
3. St. Patrick’s Day	March 16-17, 2018
4. Wild Bill Hickok Days	June 15-16, 2018
5. 3 Wheeler Rally	July 10-15, 2018
6. Days of ’76	July 24-27, 2018
7. Kool Deadwood Nites	August 23-26, 2018
8. Oktoberfest	October 4-6, 2018
9. Wild West Songwriter’s Festival	October 11-13, 2018

Dated this 4th day of December, 2017

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

**Agreement**

Attorney Quentin explained the agreement with Blake and Melanie Haverberg to extend loan term and reduce payments. Todd moved, Ruth seconded to allow Mayor to sign Second Amended Lease Agreement with Option to Purchase with Blake D. Haverberg and Melanie D. Haverberg, Martin Mason Restoration LLC Etc. for Martin Mason Property, extend the term of the loan by 3 years and reduce payment to \$9,972.44 at 4%, with balloon payment due on December 31, 2022. Roll Call: Aye-All. Motion carried.

**Addendum**

Ruth moved, Struble seconded to allow Mayor to sign Addendum to Second Amended Settlement Agreement with Haverberg Entities dated June 20, 2014. Roll Call: Aye-All. Motion carried.

**INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

**ADJOURNMENT**

Speirs moved, Struble seconded to adjourn the regular session at 7:08 p.m. The next regular meeting will be on Monday December 18, 2017.

ATTEST:

DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_  
Charles M Turbiville, Mayor

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

PACKET: 04213 COMBINED - 12/19/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-505-2017	101-4111-423	PUBLISHING MINUTES - 10/16/17	000000	196.35
		I-521	101-4111-423	PUBLISHING NOH - 1/20/18 OPEN CONTAINER	000000	14.78
		I-522	101-4111-423	PUBLISHING NOH - NY EVE BALL DROP	000000	10.63
		I-525	101-4111-423	PUBLISHING ORD.#1266- AMEND BLDG CODE	000000	49.90
		I-526	101-4111-423	PUBLISHING NOH - PETITION TO VACATE	000000	17.46
		I-544-2017	101-4111-423	PUBLISHING MINUTES - 11/6/17	000000	183.88
01-0484	LEAD-DEADWOOD REGIONAL					
		I-082717	101-4111-422	PROFESSIONAL STANDBY COVERAGE - KDN	000000	744.00
01-4279	DAYS INN MITCHELL					
		I-11-09-17 SAFETYCON	101-4111-427	TRAVEL SAFETY CONFERENCE MITCH/PFARR	000000	72.50
		I-11-09-17 SAFETYCON	101-4111-427	TRAVEL SAFETY CONFERENCE MITCH/TRIDLE	000000	72.50
		I-11-09-17 SAFETYCON	101-4111-427	TRAVEL SAFETY CONFERENCE MITCH/KRUZEL	000000	72.50
		I-11-09-17 SAFETYCON	101-4111-427	TRAVEL SAFETY CONFERENCE MITCH/MOHR	000000	72.50
		I-11-09-17 SAFETYCON	101-4111-427	TRAVEL SAFETY CONFERENCE MITCH/BOB JR	000000	72.50
				DEPARTMENT 111 COMMISSION	TOTAL:	1,579.50
01-2394	GUNDERSON, PALMER, NELS					
		I-81173	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	2,544.23
				DEPARTMENT 141 ATTORNEY	TOTAL:	2,544.23
01-1827	MS MAIL & MARKETING					
		I-9507	101-4142-426	SUPPLIES #10 WINDOW ENVELOPES- P/R	000000	117.00
01-3877	MUTUAL OF OMAHA					
		I-000680426801	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.46
				DEPARTMENT 142 FINANCE	TOTAL:	133.46
01-0223	COCA COLA BOTTLING HIGH					
		I-2375766	101-4192-426	SUPPLIES COFFEE-CREAMER/PUB BLDG	000000	275.00
01-0429	BLACK HILLS ENERGY					
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	24.09
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	26.04
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES WELCOME SIGN JCT 385 & CLIFF	000000	14.18
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES WELCOME SIGN DEADWOOD HILL	000000	23.97
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES 1 MILLER STREET	000000	16.96
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES SAMPSON STREET PUMP	000000	23.12
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES PRESSURE REG STATION	000000	144.44
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES GAYVILLE PUMP	000000	12.00
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES TRAFFIC LIGHTS MCKINLEY ST	000000	61.65



PACKET: 04213 COMBINED - 12/19/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	140.83
		I-POWER 11-29-17 PB	101-4192-428-13	UTILITIES - R REC CENTER	000000	6,594.36
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES BROADWAY STREET	000000	116.04
		I-POWER 11-29-17 PB	101-4192-428-07	UTILITIES - F FIRE HALL	000000	732.82
		I-POWER 11-29-17 PB	101-4192-428-07	UTILITIES - F FIRE HALL	000000	11.09
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	49.23
		I-POWER 11-29-17 PB	101-4192-428-19	UTILITIES - G 418 CLIFF STREET GATEWAY	000000	115.98
		I-POWER 11-29-17 PB	101-4192-428-03	UTILITIES - B BALLFIELD	000000	65.42
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	193.20
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES SPEED SIGN CHARLES STREET	000000	14.80
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES PUMP DENVER AVENUE	000000	858.57
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	141.07
		I-POWER 11-29-17 PB	101-4192-428-05	UTILITIES - C TIMMS LANE COLD STORAGE	000000	57.50
		I-POWER 11-29-17 PB	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	533.72
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES SHERMAN ST TRAFFIC LIGHTS	000000	77.41
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES WATER TANK LANE	000000	12.00
		I-POWER 11-29-17 PB	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	269.90
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES WILD BILL STATUE LIGHT	000000	12.00
		I-POWER 11-29-17 PB	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	12.00
		I-POWER 11-29-17 PB	101-4192-428-09	UTILITIES - H THORPE BUILDING	000000	690.86
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES 65 SHERMAN STREET	000000	4,338.66
		I-POWER 11-29-17 PB	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	99.73
		I-POWER 11-29-17 PB	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN	000000	13.70
		I-POWER 11-29-17 PB	101-4192-428-03	UTILITIES - B CONCESSION STAND CRESCENT ST	000000	144.88
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES PRV CLIFF STREET	000000	80.21
		I-POWER 11-29-17 PB	101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	2,651.11
		I-POWER 11-29-17 PB	101-4192-428-04	UTILITIES - C CITY HALL SHERMAN STREET	000000	94.46
		I-POWER 11-29-17 PB	101-4192-428-04	UTILITIES - C CITY HALL SHERMAN STREET	000000	2,231.15
		I-POWER 11-29-17 PB	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	654.36
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	41.84
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES CUTTING MINE	000000	17.80
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES MICKELSON TRAIL	000000	528.08
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES PUMPHOUSE	000000	12.00
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES TICKET BOOTH & BATHROOM	000000	35.23
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES CLIFF STREET	000000	1,251.92
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES PRV STATION DAKOTA STREET	000000	136.53
		I-POWER 11-29-17 PB	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	328.56
		I-POWER 11-29-17 PB	101-4192-428-21	UTILITIES - W WELCOME CENTER 501 MAIN STREET	000000	1,133.32
		I-POWER 11-29-17 PB	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	977.98
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES MT MORIAH VISITOR CENTER	000000	374.34
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES SIEVER STREET	000000	652.12
		I-POWER 11-29-17 PB	101-4192-428-11	UTILITIES - P PARKS SHOP	000000	305.75
		I-POWER 11-29-17 PB	101-4192-428-06	UTILITIES - D RODEO GROUNDS CRESCENT STREET	000000	1,539.55
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES REDWOOD TANK	000000	183.11
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES PUMP	000000	37.69
		I-POWER 11-29-17 PB	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	155.31
		I-POWER 11-29-17 PB	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	11.09
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES TRAFFIC SIGNALS-PARKING LOT BL	000000	173.06

PACKET: 04213 COMBINED - 12/19/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES WATER HEAT TAPE	000000	30.05
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES PRESSURE REDUCTION STATION	000000	139.64
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES FLAG MT MORIAH	000000	42.55
		I-POWER 11-29-17 PB	101-4192-428-14	UTILITIES - S STREET SHOP	000000	680.30
		I-POWER 11-29-17 PB	101-4192-428	UTILITIES SPEED SIGN MCKINLEY STREET	000000	12.36
01-0436	BLACK HILLS WINDOW CLEA					
		I-65231	101-4192-422-08	PROFESSIONAL- JUNE WINDOW CLEANING/HISTORY	000000	204.00
		I-65231	101-4192-422-04	PROFESSIONAL JUNE WINDOW CLEANING/CITY HALL	000000	467.00
		I-65231	101-4192-422-10	PROFESSIONAL JUNE WINDOW CLEANING/LIBRARY	000000	793.00
		I-67256	101-4192-422-08	PROFESSIONAL- NOV WINDOW CLEANING/HISTORY	000000	204.00
		I-67256	101-4192-422-04	PROFESSIONAL NOV WINDOW CLEANING/CITY HALL	000000	467.00
		I-67256	101-4192-422-10	PROFESSIONAL NOV WINDOW CLEANING/LIBRARY	000000	397.00
		I-67256	101-4192-422-07	PROFESSIONAL NOV WINDOW CLEANING/FIRE HALL	000000	274.00
		I-67256	101-4192-422-13	PROFESSIONAL NOV WINDOW CLEANING/REC CENTER	000000	450.00
01-0547	M&M SANITATION					
		I-34893	101-4192-422-05	PROFESSIONAL MONTHLY TOILET RENTAL/COLD STG	000000	110.00
01-0575	SOUTHSIDE OIL					
		I-092189	101-4192-426	SUPPLIES 5499 GALS DIESEL/STREETS	000000	12,977.64
01-0682	PITNEY BOWES INC					
		I-120717	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-0692	AMICK SOUND INC					
		I-31572RC	101-4192-422-17	PROFESSIONAL- WORK ON MONITOR SYSTEM/DAYS MU	000000	163.10
01-1380	WASTE CONNECTIONS, INC.					
		I-12272707	101-4192-426-11	SUPPLIES - PA NOVEMBER DUMPSTER/PARKS	000000	432.04
		I-12273951	101-4192-426-20	SUPPLIES - RE NOV RECYCLE BINS/PUB BLDG	000000	497.50
01-1502	BLACK HILLS CHEMICAL					
		I-127432	101-4192-426	SUPPLIES CLOROX BLEACH/PUB BLDGS	000000	35.94
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-727677	101-4192-425-07	REPAIRS - FIR (2) HI POWER V BELT/FIRE HALL	000000	12.78
01-1827	MS MAIL & MARKETING					
		I-9507	101-4192-426	SUPPLIES #10 WINDOW ENVELOPES- A/PS	000000	117.00
01-2177	PITNEY BOWES					
		I-3304966403	101-4192-426	SUPPLIES QTRLY LEASE - OCT-DEC	000000	250.05
01-3506	ALSCO					
		I-LCAS1170113	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	38.55
01-3521	TREWHELLA, MISTY					

PACKET: 04213 COMBINED - 12/19/17

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
01-3521	TREWHELLA, MISTY		continued			
		I-120917	101-4192-426-04	SUPPLIES - CI BUILDING SUPPLIES - CITY HALL	000000	130.41
01-3877	MUTUAL OF OMAHA					
		I-000680426801	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
01-3964	CONVERGINT TECHNOLOGIES					
		I-W519436	101-4192-426-04	SUPPLIES - CI (100) ACCESS CARDS/CITY HALL	000000	616.86
01-3977	ACE HARDWARE OF LEAD					
		I-006632	101-4192-425-08	REPAIRS - HIS CRIMPER/HISTORY	000000	34.99
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	49,608.98
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-326230	101-4193-422	PROFESSIONAL EMAIL SECURITY,OFFSITE BKUP	000000	720.00
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	720.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0004198	101-4210-424	RENTALS COOLER RENT - DEC / POLICE	000000	15.00
01-0508	GALLS, LLC					
		I-008758960	101-4210-426	SUPPLIES UNIFORM DICKIE - POLICE	000000	10.99
		I-008794081	101-4210-426	SUPPLIES UNIFORM SWEATER,PANTS,GLOVES	000000	231.55
01-1725	QUILL CORPORATION					
		I-2877187	101-4210-426	SUPPLIES OFFICE SUPPLIES - POLICE	000000	228.93
01-1827	MS MAIL & MARKETING					
		I-9475	101-4210-426	SUPPLIES PRINTING CAB DECALS - POLICE	000000	100.00
01-3650	REDWOOD TOXICOLOGY LABO					
		I-127295201711	101-4210-422	PROFESSIONAL SPECIMEN TEST - POLICE DEPT	000000	21.84
01-3877	MUTUAL OF OMAHA					
		I-000680426801	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	64.35
01-4195	MARCO					
		I-21764955	101-4210-424	RENTALS COPIER CONTRACT - POLICE	000000	510.49
				DEPARTMENT 210 POLICE	TOTAL:	1,183.15
01-0547	M&M SANITATION					
		I-34894	101-4221-422	PROFESSIONAL MONTHLY TOILET RENT/FIREWISE	000000	110.00

PACKET: 04213 COMBINED - 12/19/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNEAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1424	SOUTHSIDE SERVICE					
		I-47433	101-4221-425	REPAIRS 55 GAL.KEROSENE DRUM- FIRE DPT	000000	327.25
01-1983	G&H DISTRIBUTING OF RAP					
		I-00166952	101-4221-425	REPAIRS HIGHJACK HOSE, PIPE - FIRE DPT	000000	128.41
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D8235`	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	3,918.83
		I-C18D8250	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	884.24
01-3056	NORTHERN HILLS TECHNOLO					
		I-9661304	101-4221-422	PROFESSIONAL ONLINE BACKUP - FIRE DEPT	000000	15.00
01-3877	MUTUAL OF OMAHA					
		I-000680426801	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-4184	FELD FIRE					
		I-0320612-IN	101-4221-434	MACHINERY/EQU HOSE TESTER - FIRE DEPT	000000	2,475.00
01-4280	CONDUENT GOVERNMENT SYS					
		I-1426539	101-4221-422	PROFESSIONAL FH SUPPORT CONTRACT RENEWAL	000000	675.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 8,538.68
01-3877	MUTUAL OF OMAHA					
		I-000680426801	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 4.93
01-0418	BLACK HILLS PIONEER					
		I-11-30-17 SNOW AD	101-4310-426	SUPPLIES SNOWFALL REMOVAL NOTICE/STR	000000	108.00
		I-523	101-4310-422	PROFESSIONAL BID NOTICE-KNUCKLE BOOM TRUCK	000000	24.12
01-0467	CULLIGAN OF THE BLACK H					
		I-0004090	101-4310-426	SUPPLIES (2) 5 GALLON BOTTLED WATER/STR	000000	13.00
		I-0004157	101-4310-426	SUPPLIES (2) 5 GALLON BOTTLED WATER/STR	000000	13.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-171110074	101-4310-422	PROFESSIONAL (2) PAGERS-AIR TIME-VM/STREETS	000000	16.59
01-0561	SD ONE CALL					
		I-SD17-3670	101-4310-422	PROFESSIONAL NOVEMBER MSGS-FAXES/STREETS	000000	10.64
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-50809	101-4310-425	REPAIRS TR TIRE REPAIR-VALVE STEM/STR	000000	56.99
01-0619	TWILIGHT FIRST AID & SA					

PACKET: 04213 COMBINED - 12/19/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0619	TWILIGHT FIRST AID & SA	continued				
		I-21839	101-4310-426	SUPPLIES TOWELETES-GLASSES-GLOVES/STR	000000	221.10
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0519805	101-4310-425	REPAIRS BITS-BOLTS-NUTS/STREETS	000000	686.88
		I-06PS0519980	101-4310-426	SUPPLIES (12) YELLOW DISPENSER PAINT/ST	000000	119.52
		I-06PS0520059	101-4310-426	SUPPLIES FLOORMAT/STREETS	000000	350.65
		I-06PS0520060	101-4310-426	SUPPLIES CUSHION/STREETS	000000	85.61
01-1500	A & B WELDING					
		C-214429	101-4310-426	SUPPLIES CR FR DUP PYMT INV 00087970/ST	000000	101.24-
		I-00087970	101-4310-426	SUPPLIES TO OFFSET CR REFUND BY CHECK	000000	63.24
		I-ARGON CYL RENEW	101-4310-426	SUPPLIES 5 YR CYLINDER RENEW ARGON/STR	000000	38.00
		I-CAQ104 CYLIND DEP	101-4310-426	SUPPLIES CO2-ARGON CYLINDER DEPOSIT/ST	000000	15.00
01-1515	RAPID DELIVERY					
		I-11-30-17 STREETS	101-4310-426	SUPPLIES INVOICE 362360	000000	14.09
		I-11-30-17 STREETS	101-4310-426	SUPPLIES INVOICE 361692	000000	18.11
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-727523	101-4310-425	REPAIRS IDLE AIR CONTROL-V BELT/STRTS	000000	46.90
		I-32-727546	101-4310-426	SUPPLIES LUBE BP FILTER-FUEL FILTER/STR	000000	44.39
		I-32-727599	101-4310-426	SUPPLIES (6) PRONTO WW GAL/STREETS	000000	17.34
		I-32-727662	101-4310-426	SUPPLIES WASHER PUMP/STREETS	000000	16.41
		I-32-728159	101-4310-425	REPAIRS BRAKE PAD SET FOR SANDER/STR	000000	107.73
		I-32-728168	101-4310-425	REPAIRS (2) CAP SCREWS/STREETS	000000	4.04
		I-32-728198	101-4310-425	REPAIRS PIN COUPLER SHACKLE/STREETS	000000	61.28
		I-32-728398	101-4310-425	REPAIRS HOOD HOLD DOWN LATCH/STREETS	000000	13.78
		I-32-728402	101-4310-426	SUPPLIES (2) FOG LAMPS/STREETS	000000	17.38
		I-32-728419	101-4310-425	REPAIRS NEW-OLD EQUIPMT-ARMOR AERO/STR	000000	38.76
		I-32-728617	101-4310-425	REPAIRS HZ BATTERY ASM/STREETS	000000	472.32
		I-32-728916	101-4310-425	REPAIRS TERMINAL HD/STREETS	000000	24.70
01-1681	BIERSCHBACH EQUIPMENT &					
		I-02 656269	101-4310-426	SUPPLIES (4) BUSHING/STREETS	000000	4.12
01-3877	MUTUAL OF OMAHA					
		I-000680426801	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-3895	AFFORDABLY CREATIVE ENG					
		I-91	101-4310-422	PROFESSIONAL LOWER MAIN ST UTILITY IMP PROJ	000000	3,000.00
01-3896	EAGLE ENTERPRISES, LLC					
		I-22162	101-4310-426	SUPPLIES (16) LED 15WA21/300/827K/STRTS	000000	415.68
		I-22164	101-4310-426	SUPPLIES (16) LED 15WA21/300/827K-DIM/S	000000	415.68
		I-22167	101-4310-426	SUPPLIES (16) LED 15WA21/300/827K/STR	000000	415.68
01-4266	DMC WEAR PARTS LLC					
		I-1326	101-4310-426	SUPPLIES CUTTING EDGE-PLOW BOLT-NUT/STR	000000	1,336.00

PACKET: 04213 COMBINED - 12/19/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4275	YESCO RAPID CITY					
		I-SVO-1386	101-4310-425	REPAIRS REMOVE 2 TALL LIGHT POLES/STR	000000	589.28
				DEPARTMENT 310 STREETS	TOTAL:	8,826.12
01-1380	WASTE CONNECTIONS, INC.					
		I-12272817	101-4320-422	PROFESSIONAL NOVEMBER RESIDENTIAL SRVC	000000	6,664.05
01-3956	ADAMS SALVAGE RECYCLING					
		I-1239	101-4320-422	PROFESSIONAL TRUCK TIRES/STREETS	000000	4.78
				DEPARTMENT 320 SANITATION	TOTAL:	6,668.83
01-0467	CULLIGAN OF THE BLACK H					
		I-0004158	101-4520-426	SUPPLIES (4) 5 GALLON BOTTLED WATER/PKS	000000	26.00
		I-0004197	101-4520-426	SUPPLIES DECEMBER COOLER RENTAL/PKS	000000	15.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-171110085	101-4520-422	PROFESSIONAL (2) PAGERS-AIR TIME-VM/PARKS	000000	34.22
01-0619	TWILIGHT FIRST AID & SA					
		I-21838	101-4520-426	SUPPLIES TABLETS-OINTMENTS/PARKS	000000	84.71
01-0653	FASTENAL COMPANY					
		I-SDSPE97899	101-4520-426	SUPPLIES (20) 4X1/8X5/8T27.125 IN 1/8/P	000000	44.40
		I-SDSPE98180	101-4520-426	SUPPLIES 12 IN BLACK LED WORKLIGHT/PARK	000000	85.88
01-0737	DAKOTA BATTERY AND ELEC					
		I-47060	101-4520-425	REPAIRS ALT DEASSY & REASSY-TEST/PARKS	000000	125.63
01-1325	VFW BLACK HILLS POST 59					
		I-120317-1	101-4520-426	SUPPLIES (2) 5X8 US FLAGS/PARKS	000000	105.00
01-1502	BLACK HILLS CHEMICAL					
		I-127431	101-4520-426	SUPPLIES SNO PLOW ICE MELT/PARKS	000000	489.51
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-727782	101-4520-425	REPAIRS TLAMP ASM/PARKS	000000	104.27
		I-32-728205	101-4520-426	SUPPLIES ATM/MINI FUSE/PARKS	000000	3.89
		I-32-728233	101-4520-426	SUPPLIES ATM MINI FUSES/PARKS	000000	7.78
		I-32-728260	101-4520-426	SUPPLIES RED/BL INSULATION-GROMMET/PARK	000000	11.13
		I-32-728463	101-4520-426	SUPPLIES FORCE BEAM-PRONTO WW GAL/PARKS	000000	53.54
		I-32-728901	101-4520-425	REPAIRS AMBER-ATM MINI FUSE 5 AMP/PKS	000000	10.70
		I-32-728940	101-4520-426	SUPPLIES AWG VINYL-LOW PROFILE MINI/PKS	000000	18.54
		I-32-729053	101-4520-426	SUPPLIES (12) QT 5W30-OIL FILTER/PARKS	000000	45.22
01-3785	TALLGRASS					

PACKET: 04213 COMBINED - 12/19/17

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
01-3785	TALLGRASS		continued			
		I-2017-132	101-4520-433-05	CIP WHITEWOOD WHITEWOOD CREEK PHASE 2	000000	1,700.00
01-3877	MUTUAL OF OMAHA					
		I-000680426801	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	26.40
			DEPARTMENT 520	PARKS	TOTAL:	2,991.82
01-0418	BLACK HILLS PIONEER					
		I-517-2017	101-4640-423	PUBLISHING NOH - BRD OF ADJUST-36 WATER ST	000000	22.18
		I-550-2017	101-4640-423	PUBLISHING NOH - CUP/B&B - 56 TAYLOR AVE	000000	19.40
		I-554-2017	101-4640-423	PUBLISHING NOH - CUP/B&B - 124 CHAS.	000000	19.87
01-1786	PETTY CASH/HISTORIC PRE					
		I-121217	101-4640-428	UTILITIES POSTAGE/REGISTER OF DEEDS/MISC	000000	60.00
01-2454	SHEDD, JIM					
		I-2017-02	101-4640-422	PROFESSIONAL P&Z JUL-DEC 2017	000000	225.00
01-3062	MARTINISKO, JOHN					
		I-2017-02	101-4640-422	PROFESSIONAL P&Z JUL-DEC 2017	000000	225.00
01-3201	BIESIOT, TONY					
		I-2017-02	101-4640-422	PROFESSIONAL P&Z JULY-DEC 17	000000	175.00
01-3877	MUTUAL OF OMAHA					
		I-000680426801	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
01-3935	RUNGE, BRETT					
		I-2017-02	101-4640-422	PROFESSIONAL P&Z JUL-DEC 2017	000000	200.00
01-4186	RICH, BILL					
		I-2017-02	101-4640-422	PROFESSIONAL P&Z JUL-DEC 2017	000000	225.00
			DEPARTMENT 640	PLANNING AND ZONING	TOTAL:	1,178.88
			FUND	101	GENERAL FUND	TOTAL: 83,978.58





PACKET: 04213 COMBINED - 12/19/17

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0223	COCA COLA BOTTLING HIGH					
	I-2387903	209-4510-426	SUPPLIES	(2) 7 OZ CADDY PACK CUPS/REC C	000000	40.00
01-0418	BLACK HILLS PIONEER					
	I-11-0-17 COMM PAGES	209-4510-423	PUBLISHING	COMMUNITY PGS SPONSOR/REC	000000	12.50
01-0510	GOLDEN WEST TECHNOLOGIE					
	I-326092	209-4510-425	REPAIRS	REPLACE OLD NETWORK CABLE/REC	000000	340.93
01-0937	TWO WHEELER DEALER					
	I-220000005142	209-4510-426	SUPPLIES	(1) SET OF PEDALS/REC CENTER	000000	20.00
	I-220000005185	209-4510-426	SUPPLIES	PEDALS & STRAPS/REC CENTER	000000	40.00
01-1827	MS MAIL & MARKETING					
	I-9495	209-4510-426	SUPPLIES	MEMBERSHIP-PUNCH CARDS/REC	000000	60.00
01-2889	ATCO INTERNATIONAL					
	I-I0498364	209-4510-426	SUPPLIES	GLISTEN-QUICK SAN II/REC CENTE	000000	339.00
01-3462	BSN SPORTS					
	I-900993770	209-4510-426	SUPPLIES	STEEL BALL CART/REC CENTER	000000	144.00
01-3506	ALSCO					
	I-LCAS1168648	209-4510-426	SUPPLIES	MATS/REC CENTER	000000	132.00
01-3618	KDSJ 980 AM RADIO					
	I-17-11-025	209-4510-423	PUBLISHING	(51) 30 SEC SPOTS VO-BALL/REC	000000	220.00
01-3648	NETWORK SERVICES COMPAN					
	I-429207-1	209-4510-426	SUPPLIES	URINAL SCREEN-ROLL TOWEL/REC	000000	17.10
01-3877	MUTUAL OF OMAHA					
	I-000680426801	209-4510-415	GROUP INSURAN	LIFE INSURANCE	000000	4.95
DEPARTMENT 510 REC CENTER						TOTAL: 1,370.48
FUND 209 BED & BOOZE FUND						TOTAL: 1,370.48

PACKET: 04213 COMBINED - 12/19/17

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-NOV-121517	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	0.85
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 0.85
01-0475	DEADWOOD CHAMBER & VISI					
		I-121317	215-4572-210	VISITOR MGMT HP MARKETING & EVENT CARDS	000000	20,853.42
		I-121317	215-4572-235	VISITOR MGMT HP MARKETING & EVENT CARDS	000000	35.21
01-0568	TDG COMMUNICATIONS					
		I-14734	215-4572-235	VISITOR MGMT MT MORIAH AD IN VISITOR GUIDE	000000	550.00
01-1437	SD DEPT. OF TOURISM					
		I-121217-1	215-4572-210	VISITOR MGMT GRANITE SPONSORSHIP	000000	2,500.00
		I-121217-2	215-4572-210	VISITOR MGMT FOUR BANQUET TABLES	000000	600.00
01-3558	DEADWOOD HISTORY, INC.					
		I-120817	215-4572-235	VISITOR MGMT EDUCATION PROGRAMS	000000	15,000.00
01-4267	STRICKLAND, VICKI					
		I-120817	215-4572-235	VISITOR MGMT PANEL DESIGN	000000	450.00
				DEPARTMENT 572	HP VISITOR MGMT AND INFO	TOTAL: 39,988.63
01-1495	GAYLORD BROS.					
		I-26210900	215-4573-335	HIST. INTERP. TRITON CASE	000000	7,280.00
01-1626	SERVALL UNIFORM AND LIN					
		I-INV000008493	215-4573-335	HIST. INTERP. MATS-ARCHIVES	000000	409.40
01-1786	PETTY CASH/HISTORIC PRE					
		I-121217	215-4573-335	HIST. INTERP. POSTAGE/REGISTER OF DEEDS/MISC	000000	19.36
01-2014	TOMS, DON					
		I-LEDGER PROJECT 3	215-4573-335	HIST. INTERP. LC STATE ATTORNEY RECORDS BK7	000000	780.00
		I-LEDGER PROJECT-1	215-4573-335	HIST. INTERP. 2010.03.11.6 LC SA RECORDS	000000	780.00
01-2062	ANTIQUES & ART					
		I-357498	215-4573-335	HIST. INTERP. OX SHOE/CANDLE HOLDER/SHOES	000000	125.00
01-2265	QUALITY SERVICES, INC.					
		I-SD3917003A5	215-4573-320	HIST. INTERP. REC CNTR CURATION 10/29/-11/25	000000	2,117.13
01-2425	CAMPBELL, ROBERT					
		I-120817	215-4573-335	HIST. INTERP. INTERVIEW/TRANSCRIPTS/INDICES	000000	2,700.00
01-3975	FIRST NATIONAL CREDIT C					

PACKET: 04213 COMBINED - 12/19/17

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 573 HP HISTORIC INTERPRETATIO

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3975	FIRST NATIONAL CREDIT C	continued				
		I-121117	215-4573-335	HIST. INTERP. HP CC DEC 2017	000000	230.18
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	14,441.07
01-0776	ALBERTSON ENGINEERING,					
		I-11673	215-4575-515	GRANT/LOAN RE 53 LINCOLN RETAINING WALL	000000	523.87
01-3319	CITY OF FORT PIERRE					
		I-121117	215-4575-520	GRANT/LOAN PR OUTSIDE DEADWOOD GRANT ROUND 2	000000	10,000.00
01-4086	TWIN CITY HARDWARE - GR					
		I-A347435	215-4575-525	GRANT/LOAN PA GLAZE & CAULK - 405 WILLIAMS	000000	67.56
		I-A347671	215-4575-525	GRANT/LOAN PA WOOD HARDENER-45 TAYLOR	000000	35.97
		I-D374750	215-4575-525	GRANT/LOAN PA PRIMER-45 TAYLOR	000000	27.99
		I-D374901	215-4575-525	GRANT/LOAN PA PAINT - 405 WILLIAMS	000000	49.99
		I-D375052	215-4575-525	GRANT/LOAN PA PRIMER - 405 WILLIAMS	000000	20.99
01-4268	BLACK HILLS MONUMENT CO					
		I-1714	215-4575-500	GRANT/LOAN CE JIM LUDD MARKER	000000	495.00
01-4270	NORTHERN HILLS RECREATI					
		I-121117	215-4575-520	GRANT/LOAN PR OUTSIDE DEADWOOD GRANT ROUND 2	000000	9,226.00
01-4277	SULLY COUNTY					
		I-121317	215-4575-520	GRANT/LOAN PR OUTSIDE DEADWOOD GRANT ROUND 2	000000	7,500.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	27,947.37
01-0250	GLOVER, SANDY					
		I-12082017	215-4576-630	PROFES. SERV. CHRISTMAS LIGHTS & PARTY FOOD	000000	311.91
01-0505	FIRST NATIONAL BANK					
		I-112717	215-4576-600	PROFES. SERV. TRUSTEE FEE - SERIES 2012	000000	2,500.00
		I-112717-A	215-4576-600	PROFES. SERV. TRUSTEE FEE - SERIES 2015	000000	3,262.50
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-326230	215-4576-600	PROFES. SERV. EMAIL SECURITY,OFFSITE BKUP	000000	215.00
01-0578	TWIN CITY HARDWARE & LU					
		I-D375827	215-4576-630	PROFES. SERV. CHRISTMAS LIGHTS-PRESIDENTIAL	000000	21.96
01-0776	ALBERTSON ENGINEERING,					
		I-11671	215-4576-600	PROFES. SERV. 54 BURNHAM ASSESSMENT	000000	565.00
01-2394	GUNDERSON, PALMER, NELS					
		I-81173	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	322.50

PACKET: 04213 COMBINED - 12/19/17

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3975	FIRST NATIONAL CREDIT C					
		I-121117	215-4576-630	PROFES. SERV. HP CC DEC 2017	000000	736.80
01-4049	POSEY, BEVERLY					
		I-12082017	215-4576-630	PROFES. SERV. REIMBURSEMENT-CHRISTMAS LIGHTS	000000	16.11
01-4142	SORENSEN, LILA					
		I-12082017	215-4576-630	PROFES. SERV. REIMBURSEMENT-CHRISTMAS LIGHTS	000000	12.77
01-4269	BRUNSON, RONDA					
		I-12082017	215-4576-630	PROFES. SERV. REIMBURSEMENT-CHRISTMAS LIGHTS	000000	454.52
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						8,419.07
01-0127	TURBIVILLE INDUSTRIAL E					
		I-47373	215-4577-725	CAPITAL ASSET FAN MOTORS - ADAMS HOUSE	000000	256.12
01-0225	WESTERN STAR, INC.					
		I-19046	215-4577-735	CAPITAL ASSET DOOR FOR CROWS NEST	000000	5,400.00
01-0578	TWIN CITY HARDWARE & LU					
		I-A346728	215-4577-775	CAPITAL ASSET FENCE PANEL - ST AMBROSE	000000	1,139.99
		I-A348393	215-4577-735	CAPITAL ASSET BOLTS & FASTENERS-RODEO GROUND	000000	22.60
		I-A38035	215-4577-735	CAPITAL ASSET 2X10X10 & 2X4X8 - RODEO GROUND	000000	40.35
01-1017	FLAT EARTH SIGN COMPANY					
		I-4604	215-4577-775-01	CIP-LOWER MAI RESTROOM SIGN/VISITOR CENTER	000000	455.00
01-1333	DEADWOOD ELECTRIC					
		I-21572	215-4577-700	CAPITAL ASSET OUTLETS/ARCHIVE ROOM & LOBBY	000000	516.89
01-1788	BLACK HILLS TENT & AWNI					
		I-1003	215-4577-735	CAPITAL ASSET TICKET BOOTH AWNING	000000	3,667.09
01-1969	LIGHTING PLASTICS OF MN					
		I-INV78608	215-4577-750	CAPITAL ASSET 10 EACH GREEN & RED GLOBES	000000	2,652.35
		I-INV78609	215-4577-750	CAPITAL ASSET (10) 12IN ARCYLIC GLOBES	000000	398.50
01-2309	COMPUTER SUPPORT SERVIC					
		I-2017-231	215-4577-710	CAPITAL ASSET WIRELESS KIT FOR REC CENTER	000000	628.99
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV016626	215-4577-725	CAPITAL ASSET CONTROLLER-ADAMS HOUSE	000000	232.90
01-3977	ACE HARDWARE OF LEAD					
		I-006547	215-4577-805	CAPITAL ASSET WALLPLATES-HISTORY CENTER	000000	20.77
01-4191	ROBLEY, GREG					

PACKET: 04213 COMBINED - 12/19/17

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4191	ROBLEY, GREG		continued			
		I-000010	215-4577-735	CAPITAL ASSET PAINTING - RODEO GROUNDS	000000	1,300.00
01-4271	SEATON PUBLISHING CO.,					
		I-8881	215-4577-775-01	CIP-LOWER MAI SOUNDBAR AND SCREEN TIMEOUT	000000	1,388.43
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:		18,119.98
01-0340	MIDCONTINENT COMMUNICAT					
		I-7047175029111	215-4641-428	UTILITIES SERVICE 12/1-12-31 - 3 SIEVER	000000	77.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0004038	215-4641-426	SUPPLIES 3-5GAL BOTTLED WATER - HP	000000	19.50
		I-0004196	215-4641-426	SUPPLIES COOLER RENT 12/17 - HP	000000	15.00
01-1786	PETTY CASH/HISTORIC PRE					
		I-121217	215-4641-426	SUPPLIES POSTAGE/REGISTER OF DEEDS/MISC	000000	43.10
01-1827	MS MAIL & MARKETING					
		I-9460	215-4641-426	SUPPLIES #10 ENVELOPES	000000	75.00
		I-9473	215-4641-423	PUBLISHING DEC 2017 NEWSLETTERS	000000	634.98
01-3094	BOMGAARS					
		I-121117	215-4641-426	SUPPLIES ORNAMENTS	000000	19.97
01-3373	AMAZON WEB SERVICES					
		I-118694448	215-4641-428	UTILITIES SERVICES FOR 11/1-11/30/17	000000	175.11
01-3838	VAST BROADBAND					
		I-111617	215-4641-428	UTILITIES 11/20-12/19/17 MT MORIAH	000000	140.69
01-3877	MUTUAL OF OMAHA					
		I-000680426801	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
01-4230	RUSHMORE OFFICE					
		I-083884	215-4641-426	SUPPLIES 1X4 LABELS	000000	20.99
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	1,238.67
				FUND 215 HISTORIC PRESERVATION	TOTAL:	110,155.64

PACKET: 04213 COMBINED - 12/19/17

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3900	PHIL'S ELECTRIC					
		I-422	216-1310	DUE FROM OTHE WORK DONE AT 170 PLEASANT	000000	1,009.80
		I-431	216-1310	DUE FROM OTHE WORK DONE AT 170 PLEASANT	000000	1,586.10
01-4272	FULL RESTORATION CONSTR					
		I-65	216-1310	DUE FROM OTHE WORK DONE AT 170 PLEASANT	000000	6,345.11
01-4278	1ST CHOICE CONSTRUCTION					
		I-104	216-1310	DUE FROM OTHE WORK DONE AT 17 LINCOLN	000000	28,731.91
		I-107	216-1310	DUE FROM OTHE WORK DONE AT 17 LINCOLN	000000	21,268.09
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						58,941.01
01-1496	LAWRENCE CO. REGISTER O					
		I-11112	216-4653-960	CLOSING CO SATISFACTION MORTGAGE-SABO	000000	30.00
01-2382	CONOVER, MICHAEL					
		I-3228.87	216-4653-962-03	WINDOWS GRANT WINDOWS 45 TAYLOR POSEY FININV	000000	1,899.78
		I-3228.87	216-4653-962-03	WINDOWS GRANT 10% RETAINAGE	000000	367.35
		I-3228.87	216-4653-962-03	WINDOWS GRANT 10% RETAINAGE	000000	961.74
		I-90617	216-4653-962-03	WINDOWS GRANT WINDOWS 35 LINCOLN PIKE	000000	6,031.15
01-2857	NEIGHBORHOOD HOUSING SE					
		I-2017 NOV	216-4653-422	PROFESSIONAL SERVICE CONTRACT 11/17	000000	4,995.00
01-4004	VISIONS HOME IMPROVEMEN					
		I-120517	216-4653-962-03	WINDOWS GRANT WINDOWS 10 DENVER PONCE DE LEO	000000	4,782.73
		I-121217	216-4653-962-04	SIDING GRANT SIDING 214 MCGOVERN MARTINS	000000	3,162.00
01-4084	MCNARY, TOM					
		I-27461	216-4653-962-03	WINDOWS GRANT STORM DOOR 14 VANBUREN	000000	600.00
01-4086	TWIN CITY HARDWARE - GR					
		I-A342803	216-4653-962-03	WINDOWS GRANT WINDOWS 39 VAN BUREN VAN TASSE	000000	5,122.50
01-4272	FULL RESTORATION CONSTR					
		I-64	216-4653-962-04	SIDING GRANT SIDING 170 PLEASANT FOSSO	000000	10,000.00
01-4273	SPEARFISH LUMBER COMPAN					
		I-14794	216-4653-962-03	WINDOWS GRANT WINDOWS -- 850 MAIN -- GIBBS	000000	2,943.72
01-4274	GIBBS, IVER AND MONICA					
		I-112117	216-4653-962-03	WINDOWS GRANT STORM DOORS SPIRO RESTORATION	000000	859.19
		I-112117-2	216-4653-962-03	WINDOWS GRANT WINDOW RESTORATION SPIRO	000000	1,122.45
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						42,877.61
				FUND	216	REVOLVING LOAN
						TOTAL:
						101,818.62

PACKET: 04213 COMBINED - 12/19/17

VENDOR SET: 01

FUND : 561 LODGE AT DEADWOOD TIF

DEPARTMENT: 192 Public Buildings

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3362	FIRST INTERSTATE BANK					
		I-120417	561-4192-422	PROFESSIONAL TIF PAYMENT - THE LODGE	000000	201,919.44
				DEPARTMENT 192 Public Buildings	TOTAL:	201,919.44
-----						
				FUND 561 LODGE AT DEADWOOD TIF	TOTAL:	201,919.44

PACKET: 04213 COMBINED - 12/19/17

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
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-171110074	602-4330-422	PROFESSIONAL (2) PAGERS-AIR TIME-VM/WATER	000000	16.59
01-0539	LEAD-DEADWOOD SANITARY					
		I-11-02-17 OCT EQR	602-4330-422	PROFESSIONAL OCTOBER 2017 EQR/WATER	000000	27,926.26
		I-12-01-17 NOV EQR	602-4330-422	PROFESSIONAL NOVEMBER 2017 EQR/WATER	000000	26,705.87
01-0561	SD ONE CALL					
		I-SD17-3670	602-4330-422	PROFESSIONAL NOVEMBER MSGS-FAXES.WATER	000000	10.64
01-0677	LAWSON PRODUCTS, INC.					
		I-9305413937	602-4330-426	SUPPLIES (5) LONG NUT BRASS FITTING/WTR	000000	40.97
01-1284	SDSM&T					
		I-GIS II CL SANDIDGE	602-4330-422	PROFESSIONAL GIS II CLASS WORKSHOP/WATER	000000	425.00
01-1467	SD ASSN. OF RURAL WATER					
		I-10987	602-4330-422	PROFESSIONAL ANNUAL DUES-CLASS B/WATER	000000	575.00
01-1502	BLACK HILLS CHEMICAL					
		I-126614	602-4330-426	SUPPLIES 5 WAY 12X1 INSTATEST/WATER	000000	6.99
01-1827	MS MAIL & MARKETING					
		I-9436	602-4330-426	SUPPLIES PERF PAPER FOR WATER BILLS	000000	350.00
		I-9473-A	602-4330-426	SUPPLIES UTILITY BILLS MAILING - NOV	000000	279.08
		I-9507	602-4330-426	SUPPLIES #10 WINDOW ENVELOPES-BILLING	000000	116.00
01-3877	MUTUAL OF OMAHA					
		I-000680426801	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	21.45
DEPARTMENT 330 WATER						TOTAL: 56,473.85
FUND 602 WATER FUND						TOTAL: 56,473.85



PACKET: 04213 COMBINED - 12/19/17

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-11-30-17 CONSUM	603-4325-429	OTHER EXPENSE DECEMBER CONSUMPTION/PUB BL	000000	591.01
		I-11-30-17 CONSUMPT	603-4325-429	OTHER EXPENSE NOVEMBER CONSUMPTION/PUB BL	000000	626.54
DEPARTMENT 325 SEWER						TOTAL: 1,217.55
-----						
FUND 603 SEWER FUND						TOTAL: 1,217.55

PACKET: 04213 COMBINED - 12/19/17

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-325843	610-4360-422	PROFESSIONAL COMPUTER ISSUES - P & T	000000	106.25
01-3877	MUTUAL OF OMAHA	I-000680426801	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
01-4258	ASPEN RIDGE LAWN & LAND	I-7761	610-4360-422	PROFESSIONAL CIP TREE PLANTING	000000	9,951.04
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						10,072.14
01-0418	BLACK HILLS PIONEER	I-524-2017	610-4361-423	PUBLISHING BID NOTICE - SURPLUS TROLLEY	000000	20.79
01-0467	CULLIGAN OF THE BLACK H	I-0004039	610-4361-426	SUPPLIES 40 LB. SALT - TROLLEY	000000	16.50
		I-0004199	610-4361-422	PROFESSIONAL SOFTENER RENT - DEC / TROLLEY	000000	22.00
01-0583	OWENS INTERSTATE SALES	I-5268-323603	610-4361-426	SUPPLIES HYDRAULIC LUBE - TROLLEY	000000	14.24
		I-5268-323726	610-4361-426	SUPPLIES COMBINATION PLIERS - TROLLEY	000000	39.99
01-1348	EDDIE'S TRUCK CENTER, I	I-X201041487:01	610-4361-426	SUPPLIES INJECTOR, FITTING, MOUNTING KIT	000000	433.49
01-1653	STURDEVANT'S AUTO PARTS	I-32-727593	610-4361-426	SUPPLIES SQUEEGEE - TROLLEY	000000	3.83
		I-32-727614	610-4361-426	SUPPLIES 4 SQUEEGEES - TROLLEY	000000	15.32
		I-32-727863	610-4361-426	SUPPLIES FILTERS, ZEREX HD EXT LIFE-TRO	000000	64.89
		I-32-728203	610-4361-426	SUPPLIES HOSE HYD.SW - TROLLEY	000000	11.95
		I-32-728287	610-4361-426	SUPPLIES 55 GAL DIESEL - TROLLEY	000000	149.99
		I-32-728607	610-4361-426	SUPPLIES 4- GADUS S3 V220 - TROLLEY	000000	15.16
		I-32-728819	610-4361-426	SUPPLIES 10 - GADUS S3 V220 - TROLLEY	000000	37.90
		I-32-729069	610-4361-426	SUPPLIES LONG NOSE JAWS - TROLLEY	000000	38.38
01-3877	MUTUAL OF OMAHA	I-000680426801	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						890.13
01-0429	BLACK HILLS ENERGY	I-POWER 11-29-17 PB	610-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	856.36
01-0510	GOLDEN WEST TECHNOLOGIE	I-326230	610-4362-422	PROFESSIONAL EMAIL SECURITY, OFFSITE BKUP	000000	52.50
DEPARTMENT 362 MAIN STREET RAMP TOTAL:						908.86
FUND 610 PARKING/TRANSPORTATION TOTAL:						11,871.13

PACKET: 04213 COMBINED - 12/19/17

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE						
		I-NOV-121517	722-2190	AMOUNTS HELD	SD DEPT. OF REVENUE	000000	3,244.90
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	3,244.90
				FUND	722 SALES TAX AGENCY	TOTAL:	3,244.90

PACKET: 04213 COMBINED - 12/19/17

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0579	SD COMMISSION ON GAMING					
		I-121217	723-4000-429	OTHER	CITY SLOTS - PYMT 6, YR 3	000000
						27,443.18
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						27,443.18
-----						
FUND	723	NICKEL SLOT PAYMENT AGNCY	TOTAL:			27,443.18

PACKET: 04213 COMBINED - 12/19/17

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3362	FIRST INTERSTATE BANK					
		I-120417	725-4000-429	OTHER EXPENSE TIF PAYMENTS - STAGE RUN	000000	707.50
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	707.50
-----						
			FUND	725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	707.50
					REPORT GRAND TOTAL:	601,017.52

DAYS OF '76, Inc.

PERIOD	Sales Tax	Real Estate Taxes	Total Tax Paid
<u>2016</u>			
November	\$ -	\$ -	
December	97.44		
<u>2017</u>			
January	46.66		
February	43.34		
March	164.32		
April	126.74	2,153.98	
May	709.72		
June	2,727.85		
July	20,540.09		
August	2,370.51		
September	1,577.20		
October	261.88	2,153.98	
TOTALS	\$ 28,665.75	\$ 4,307.96	\$ 32,973.71

12-18-17  
SA

43-41-11. Disposition of certain abandoned, lost or confiscated bicycles. If any abandoned, lost, or confiscated bicycle is under the control or care of or has been placed in storage by any local government agency or law enforcement agency and if more than ninety days have passed since the bicycle first came in the possession of the local government agency or law enforcement agency, the bicycle may be donated to a charitable organization, veterans organization, or benevolent organization that is nonprofit and recognized as tax-exempt under section 501(c)(3), 501(c)(7), 501(c)(8), 501(c)(10), or 501(c)(19) of the United States Internal Revenue Code of 1986 as amended to January 1, 2000, for distribution to the public based on need in a manner to be determined by the charitable, veterans, or benevolent organization.

**Source:** SL 2000, ch 214, § 1.

12-18-17  
6 C

12-18-17

# Pennington Co. Conservation District 6D

ITEM	TASK	QTY	UNIT	UNIT COST	EXTENDED CO
1	River Birch - pot	42	EA	\$ 15.00	\$ 630.00
2	Ponderosa Pine - pot	15	EA	\$ 15.00	\$ 225.00
3	Ponderosa Pine - bareroot	2	BUNDLE	\$ 35.00	\$ 70.00
4	Quaking Aspen - pot	28	EA	\$ 15.00	\$ 420.00
5	Black Hills Spruce - potted	20	EA	\$ 15.00	\$ 300.00
6	Black Hills Spruce - bareroot	2	BUNDLE	\$ 35.00	\$ 70.00
7	Bur Oak - pot	20	EA	\$ 15.00	\$ 300.00
8	Juneberry	2	BUNDLE	\$ 35.00	\$ 70.00
9	Redosier Dogwood	6	BUNDLE	\$ 35.00	\$ 210.00
10	Gooseberry	3	BUNDLE	\$ 35.00	\$ 105.00
11	Hedge Rose	2	BUNDLE	\$ 35.00	\$ 70.00
12	Smooth Sumac	7	BUNDLE	\$ 35.00	\$ 245.00
13	Skunkbush Sumac	4	BUNDLE	\$ 35.00	\$ 140.00
14	Elderberry	1	BUNDLE	\$ 35.00	\$ 35.00
15	Pincherry	2	BUNDLE	\$ 35.00	\$ 70.00
16	Sandbar Willow	2	BUNDLE	\$ 35.00	\$ 70.00
					\$ 3,030.00





To Solve. To Excel. Together.

December 11, 2017

Bob Nelson, Jr.  
City of Deadwood  
2626 West Main St. Suite #3  
Rapid City, SD 57702

12-18-17  
BE

600 Kansas City Street  
Rapid City, SD  
57702

phone (605) 343-6102  
fax (605) 343-7159

[www.teamtsp.com](http://www.teamtsp.com)

Architecture  
Engineering

Re: Deadwood Recreation Center – Bathroom Addition  
TSP No: 3161070

Dear Bob,

Based on our meeting last week with John Tridle and Tom Kruzel we propose to prepare conceptual plans for an addition to the south side of the Deadwood Recreation Center. We will prepare two concept plans, the first showing a bathroom addition that will be accessed on grade from the park. The second plan will show the bathroom and a multipurpose room for approximately 60 people with access to the multipurpose from both the park and from the stairway/fire escape. Both options will include floor plans and a south elevation of the addition.

We will prepare concept plan probable construction costs for both options. Then based on the preferred plan we will give you a cost to prepare construction documents for the selected option.

#### Fees

For the above mentioned services, we propose a Lump Sum fee of \$5,000, not including reimbursable expenses. Work will be billed monthly on percent of work completed basis. Reimbursable expenses will be billed at cost x 1.15.

\*Not included are all applicable taxes.

If necessary, TSP will contact you for approval to exceed the NTE amount prior to doing additional services.

If this proposal meets your expectations, please let us know and we will formally issue an AIA contract for your signature. Please don't hesitate to contact me with any questions you may have.

Sincerely,

Approved

TSP  
Robert Morcom, P.E.  
Principal

Bob Nelson, Jr.  
City of Deadwood

Marshalltown, IA  
Marshall, MN  
Minneapolis, MN  
Rochester, MN  
Omaha, NE  
Rapid City, SD  
Sioux Falls, SD  
Sheridan, WY

12-18-17  
6 F

**CONTRACT BETWEEN CITY OF DEADWOOD AND  
BLACK HILLS CENTRAL RESERVATIONS**

This Agreement is between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, (hereinafter referred to as "CITY") and Black Hills Central Reservations of 68 Sherman Street, Suite 203, Deadwood, South Dakota 57732 (hereinafter referred to as "BLACK HILLS").

**WHEREAS**, the purpose of this Contract is to set forth the terms and conditions of the agreement between CITY and BLACK HILLS for services related to the ticketing system at the Deadwood Event Center in Deadwood, South Dakota.

**WHEREAS**, the parties desire to enter into an agreement whereby BLACK HILLS agrees to serve as the City of Deadwood's official Ticketing Management Company for events held at the Deadwood Event Center; and

**WHEREAS**, BLACK HILLS has the experience and expertise to serve as the Ticketing Management Company.

**WHEREAS**, the CITY has accepted the bid proposal from BLACK HILLS and provides compensation in the amount of Ten Thousand and 00/100s Dollars (\$10,000.00); and,

**WHEREAS**, upon the representations and understanding of each party, CITY and BLACK HILLS agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The term of this Contract shall be one (1) year commencing January 1, 2018;
3. CITY shall pay BLACK HILLS the sum of Ten Thousand and no/100s Dollars (\$10,000.00) commencing January 1, 2018;
4. The parties agree it is BLACK HILLS 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.

5. BLACK HILLS shall provide their own office space, equipment and materials to meet the requirements of this agreement;

6. BLACK HILLS shall contract with Tix.com, a state of the art, cloud-based ticketing software;

7. BLACK HILLS shall provide the following ticket booth:

- i. Three (3) Apple iPad 4 tablets;
- ii. Three (3) Infinea Tab 4 Barcode Scanners and Card Swipes;
- iii. Three (3) iPad Stands; and,
- iv. One (1) Boca Printer.

8. BLACK HILLS shall provide the following gate equipment:

- i. Four (4) iPod Touch 6; and,
- ii. Four (4) Linea Pro 5 Barcode scanners and Card swipes.

9. BLACK HILLS shall manage the ticketing set up, seat design and inventory distribution to branded web sites;

10. BLACK HILLS shall oversee the actual event to insure that the ticketing systems are operational and that the event organizers are trained on the system;

11. BLACK HILLS shall work with event organizers to insure that the proper controls are in place and that appropriate fees and taxes are collected;

12. BLACK HILLS shall insure that ticketed events are available for sale on-line twenty four (24) hours per day, seven (7) days per week and in the Call Center at Black Hills Central Reservations seven (7) days per week.

13. BLACK HILLS shall provide inventory controls, financial accountability and reports.

14. No changes will be approved by the CITY, unless approved in writing by both parties;

15. 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;

16. 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

BLACK HILLS. BLACK HILLS does not have authority to hire any person on behalf of CITY.

17. BLACK HILLS 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 BLACK HILLS as set forth in this agreement.

18. 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.

19. 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 \_\_\_\_\_, 2017.

CITY OF DEADWOOD

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

ATTEST:

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

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

\_\_\_\_\_  
Susan Johnson, Black Hills Central Reservation

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned officer, personally appeared Susan Johnson, Black Hills Central Reservations, 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: \_\_\_\_\_

12-18-17  
66

## LAND USE LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

Dated this 18th day of December, 2017.

CITY OF DEADWOOD:

---

Charles Turbiville, Mayor

ATTEST:

---

Mary Jo Nelson  
Finance Officer

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

BAREFOOT RESORT ASSOCIATION, INC.

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

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

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

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

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

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



12-18-17  
8A

**NOTICE OF PUBLIC HEARING**

**MARDI GRAS EVENT  
RELAXATION OF OPEN CONTAINER ORDINANCE, STREET CLOSURE,  
AND WAIVER OF FEE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on December 18, 2017 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Relaxation of Open Container:**

Friday February 9, 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 February 10, 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 12:00 p.m. to 10:00 p.m.

**Street Closure:**

Saturday February 10, 2018: Main Street closure from Tin Lizzie's Gaming Resort to the Masonic Temple from 6:45 p.m. to 8:00 p.m. or until parade ends.

**Request to Waive Banner Fee:**

For Parade on Saturday February 10, 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 4th day of December, 2017.

CITY OF DEADWOOD

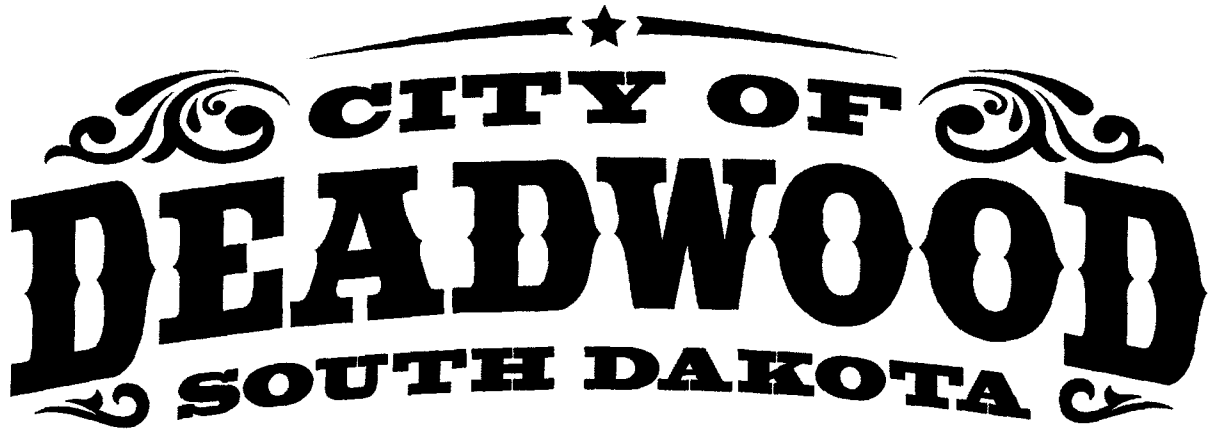
  
Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer, December 7, 2017

For any public notice that is published one time:

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

RECEIVED NOV 22 2017



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

MARDI GRAS 2018 FEB 9+10 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 PARADE / OPEN CONTAINER

Event Title: MARDI GRAS

Event Date(s): 2-10-18

(month, day, year)

Total Anticipated Attendance: 10,000

(# of Participants

# of Spectators

Actual Event Hours: (from): 7 AM / (PM) (to): 8 AM / (PM)

Location / Staging Area: MAIN ST

Set up/assembly/construction Date: FEB 10TH Start Time: 7 AM / (PM)

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

CLOSE MAIN ST / TINLIZZIES - PINE ST  
SAT FEB 10TH

Dismantle Date: SAT FEB 10TH Completion time: 8 AM / (PM)

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

TINLIZZIES - PINE ST

SAT FEB 10TH 7-8 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: 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 #: 608-863-1249  
(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:

PARADE / LINE-UP @ WELCOME CENTER

COOK-OFF

CALUM FEAST

CROWNING KING + QUEEN

STREET CLOSURE SAT FEB 10TH 7-8 pm

TIN RIZZIES - PINE ST

REQUEST OPEN CONTAINER

FRI:- 5-10PM

ZONE 1+2

SAT:- NOON-10PM

REQUEST TO WAIVE BANNER FEES / FLOATS

# What to do with the Pavilion

Survey results from most people (owners, renters, businesses) who live within 300 feet of the Pavilion

"Preferred" for desired option "Okay" for "I can live with" but not preferred "NO" for Not Acceptable	Parking Options	Commercial - Existing Building (Bowling Alley)
732 Main Kristi Villafuerte - Bus. Owner	Preferred	NO
732 Main Peggy Hall - Bus. Owner	Preferred	NO
735 Main Lee Thompson - Owner	NO	1
762 Main Richard Sharff - Renter	Preferred	NO
764 Main Linda Frederick - Renter	Preferred	NO
766 Main Shirlene Joseph - Owner	Preferred	NO
766 Main Tressa - Renter	Preferred	NO
768 Main Rick and Christy Jordan - Owner	Preferred	NO
770 Main Shirlene Joseph - Owner	Preferred	NO
771 Main Shirlene Joseph - Owner	Preferred	NO
772 Main Shirlene Joseph - Owner	Preferred	NO
781 Main Herbert & Dorothy Himmerich - Owner	Okay	Okay
781 Main Steve Horst - Renter	Preferred	NO
784 Main Shirley / Deb Karas - Owner	Preferred	NO
785 Main Marita Noeller - Owner	Preferred	Okay
786 Main Jim Otteson - Owner	Preferred	NO
788 Main Lyman Toews - Owner	Preferred	NO
789 Main Frank Pavich - Bus. Owner	Preferred	NO
792 Main Dave Whitney - Owner	Preferred	NO
794 Main Jerry Beyl - Owner	Preferred	NO
90% Preferred		85% Not Acceptable

12-18-17  
9A

**SILVERADO  
FRANKLIN**  
HISTORIC HOTEL  
& GAMING COMPLEX

12-18-17  
9A  
cont

December 7, 2017

The Honorable Mayor Chuck Turbiville  
and the Deadwood City Commission  
108 Sherman Street  
Deadwood, South Dakota 57732

Dear Mayor Turbiville and City Commissioners:

Thank you for allowing me to speak at the recent City Commission meeting. We are excited about the prospect of a Main Street Square in Deadwood and would like to amend and clarify our formal proposal to help Deadwood take the next step in its evolution.

Succinctly, Super G Investments, owners of the Franklin Motor Inn property adjacent to the Silverado, propose donating that parcel of land that the Motor Inn sits on to the City of Deadwood in exchange for the parcel now occupied by the Deadwood Pavilion on Upper Main Street. We would undertake the expense to remove the building and construct a parking lot.

The Franklin Motor Inn property was recently appraised by a certified appraiser and, based on revenues and location, has an investment value of \$1,470,000. The City of Deadwood has had the Pavilion property appraised, a process that pegged its market value at approximately \$410,000.

This land swap could help Deadwood realize the dream of a public plaza, a destination similar to Rapid City's highly successful Main Street Square in which a variety of entertainment options, farmer's markets, water features and other regular activities could find a home and attract residents, as well as an entirely new cast of visitors.


The Silverado-Franklin and its parent, Super G Investments, would agree to this exchange if the city would take the lead role in funding of the construction of this new square, just as it would a city park. We would not be agreeable to increased taxes to build this square, be they property taxes, BID taxes, or special assessments on Deadwood's existing businesses. Furthermore, we withdraw the requirement of allowing our organization to be able to serve food and beverage on the Main Street Square property.

709 Main Street  
Deadwood SD 57732  
605-578-3670  
fax 605-578-1366  
[www.silveradocasino.com](http://www.silveradocasino.com)

When combined with improvements that stretch from Deadwood's new South Gateway Park, past the enhanced Mickelson Trailhead, beyond the expansive new Welcome Center, along the rippling waters of Whitewood Creek, all the way to the exceptional Days of '76 Museum, this new public place is the piece that brings a four-season space to Main Street and completes the revitalization puzzle.

We would welcome any questions and, in the meantime, we thank you for your kind consideration.

Sincerely,

A handwritten signature in black ink, appearing to be 'TR', is written over a horizontal line.

Thomas Rensch, Managing Partner  
Silverado-Franklin Historic Gaming Complex

CC: Bill Pearson, President, Deadwood Revitalization Committee, Main Street Initiative

709 Main Street  
Deadwood SD 57732  
605-578-3670  
fax 605-578-1366  
[www.silveradocasino.com](http://www.silveradocasino.com)

12-18-17  
10A

**ORDINANCE NUMBER 1268  
SUPPLEMENTAL BUDGET APPROPRIATION #3 FOR 2017**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2017:

**FUND 0101** Commission insurance \$19,679.00, Deadwood Police for grant related expenditures \$59,429.00, Building Inspector for plan review fees \$5600.00.  
Source of Revenue: Unexpended cash, grant proceeds for Police Department expenditures

**FUND 0215 HISTORIC PRESERVATION** \$189,442.00 Debt Service.  
Source of Revenue: Unexpended cash.

**FUND 0724 TIF #7** First Gold \$63,972.00. (Dissolved)

**FUND 0725 TIF #8** Stage Run \$542,422.00.

**FUND 0721 TIF #9** Optima \$1,315.00.

**FUND 0719 TIF #10** TRU Hotel construction expenses \$2,600,000.00.

Source of Revenue: Property tax proceeds

**Fund 0607 HISTORIC CEMETERIES** \$20,988.00 Professional Services  
Source of Revenue: Unexpended cash.

**Fund 0701 TRI CITY RUBBLE SITE** \$250.00 Professional Services  
Unexpended cash.

Section 2. This Ordinance is for the support and maintenance of the municipal government of said City of Deadwood, South Dakota, and its existing public and shall take effect immediately upon publication.

CITY OF DEADWOOD

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

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

First Reading:	December 4, 2017
Second Reading:	December 18, 017
Published:	December 21, 2017
Effective:	December 21, 2017



12-18-17  
10B

**ORDINANCE #1269**

**TO AMEND CHAPTER 6.08 DOGS AND CATS: SECTIONS 6.08.100 LICENSE TAX AND 6.08.170 FEES**

**BE IT ORDAINED** by the Deadwood City Commission of the City of Deadwood, that Chapter 6, Sections 6.08.100 and 6.08.170 Fees, shall be amended as follows:

**6.08.100 License tax.**

Before any license is issued the applicant therefor shall pay a license tax **as listed in the city fee schedule, which is set and amended by resolution.** as follows:

<del>Upon each neutered male or spayed female dog or cat</del>	<del>\$2.00</del>
<del>Upon each unneutered female dog or cat</del>	<del>5.00</del>

**6.08.170 Fees.**

The fees charged for the impoundment of any dog or cat under the provisions of this chapter shall be **are listed in the city fee schedule, which is set and amended by resolution.**

<del>First impoundment</del>	<del>\$ 25.00</del>
<del>Second impoundment</del>	<del>50.00</del>
<del>Third and subsequent impoundments</del>	<del>100.00</del>

Dated this 18th day of December, 2017

CITY OF DEADWOOD

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

ATTEST:

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

First Reading: December 4, 2017  
Second Reading: December 18, 2017  
Published: December 21, 2017  
Adopted: January 10, 2018

12-18-17  
10 C

**ORDINANCE #1270**

**TO AMEND CHAPTER 15.00 BUILDING CONSTRUCTION: SECTION 15.01.060 FEE SCHEDULE**

**BE IT ORDAINED** by the Deadwood City Commission of the City of Deadwood, that Chapter 15, Section 15.01.060 shall be amended as follows:

**15.01.060 Fee schedule.**

B. Other inspections and fees:

1. Inspections outside of normal business hours (minimum charge—two hours), per hour \$50.00
2. Re-inspection fees, per hour \$30.00
3. One-time inspection fee for change of occupancy in commercial buildings, per hour \$30.00
4. Additional plan review required by changes, additions or revisions to approved plans - \$30.00 per hour (minimum charge—one-half hour), ~~an hour, per hour \$30.00.~~

**5. For use of outside consultants for plan checking, inspections or both—Actual cost**

Dated this 18th day of December, 2017

CITY OF DEADWOOD

---

Charles M. Turbiville, Mayor

ATTEST:

---

Mary Jo Nelson  
Finance Officer

First Reading:	December 4, 2017
Second Reading:	December 18, 2017
Published:	December 21, 2017
Adopted:	January 10, 2018

12-18-17  
10 D

**ORDINANCE #1271**

**TO AMEND CHAPTER 17.04: SECTION 17.04.090 CONFORMANCE REQUIRED**

**BE IT ORDAINED** by the Deadwood City commission of the City of Deadwood, that Chapter 17, Section 17.04.090, shall be amended as follows:

**17.04.090 Conformance required.**

8. No ~~excavation~~ **grading** shall be undertaken within the corporate limits of the city without having been first issued an ~~excavation~~ **grading** permit from the building inspector. Approval may be contingent upon review by a registered professional engineer, city archaeologist, city historic preservation officer and other city officials at the discretion of the city. **Before any permit is issued the applicant shall pay a permit fee as listed in the city fee schedule, which is set and amended by resolution.**

Dated this 18th day of December, 2017.

CITY OF DEADWOOD

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

ATTEST:

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

First Reading:	December 4, 2017
Second Reading:	December 18, 2017
Published:	December 21, 2017
Adopted:	January 10, 2018

Thunder Cove Lodging LLC

311 Cliff Street, PO Box 675

Deadwood SD 57732

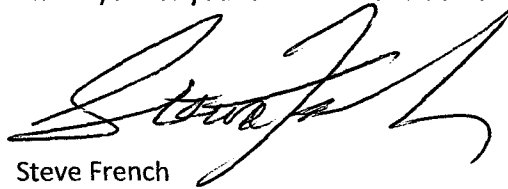
11/07/2017

12-18-17  
10E

Robert Nelson Jr, Mayor Chuck Turbville, and City Council Members

Steve and Kay French owners of 'The Thunder Cove Hotel' located at 311 & 315 Cliff Street are requesting full access and ownership of the land from the our front property line out to the new sidewalk on 385 South. Steve and Kay French would assume responsibility for the upkeep of the lawn and snow removal and maintenance of the parcel. We have owned the property for since 2015. The parcel is important for our property for extra parking for our tenants. Please keep us posted on your intentions for the property. Our son, Court French, oversees the property and would ask you to keep him in the loop on your decisions. He can be reached at 605-390-4845

Thank you for your time and consideration on this,

A handwritten signature in black ink, appearing to read 'Steve French', with a stylized, cursive script.

Steve French

To:

Robert Nelson Jr.  
Honorable Mayor Charles Turbiville,  
City Council Members,

Dale & Cheryl Lende and C & D Properties, owners of property located at 317 Cliff St (formally Thunder Cove Suites), are requesting full access and ownership of the land between our current property line and the sidewalk on 385 South. Dale and Cheryl assume responsibility for upkeep of lawn and snow removal and maintenance for said parcel. We have owned property and businesses and have been paying property taxes in Lawrence County since 1981. The parcel is essential to our growth of Buffalo Thunder Lodge. We continue to bring people to Deadwood, large family groups, motorcycle groups, snowmobile groups. This property is important to us for parking for large group access. I am a Veteran, former Sergeant in The US Marine Corps. Please help us to continue to grow our business and bring more people to Deadwood.

Thank You

Dale & Cheryl Lende

12-18-17  
10 F

**STAFF REPORT**  
**PLANNING AND ZONING AND BOARD OF ADJUSTMENT**  
**REQUEST FOR A CONDITIONAL USE PERMIT**

---

**APPLICANT:** James and Susan Trucano

**PURPOSE:** Request for a Single Bed, Bed and Breakfast

**GENERAL LOCATION:** 124 Charles Street

**LEGAL DESCRIPTION:** All EX 10' Strip of Lot 2 and Lot 4 Block 76, Original Town, City of Deadwood, Lawrence County, South Dakota.

**FILE STATUS:** All legal obligations have been completed.

---

**STAFF FINDINGS:**

Surrounding Zoning:

North: R1 - Residential District  
South: C1 - Commercial District  
East: R1 - Residential District  
West: R1 - Residential District

Surrounding Land Uses

Residential Housing  
Motel and Housing  
Residential Housing  
Residential Housing

**SUMMARY OF REQUEST**

The petitioners have submitted a request for a Conditional Use Permit to operate a Bed and Breakfast establishment on this property. The subject property is located on Charles Street on the North side of the street.

**FACTUAL INFORMATION**

1. The property is currently zoned R1 - Residential District.
2. The property comprises approximately 6,878 square feet  $\pm$ .
3. The site was originally developed in 1895 and was altered to duplex at some time since being constructed.
4. The subject property has access from Charles Street.

5. The subject property is located within a high density land use classification on the adopted Land Use Map.
6. The property is located inside Flood Zone AE – Areas of 100 year flood and Flood Zone X – Areas of 500 year flood.
7. Adequate public facilities are available to serve the property.
8. The area is characterized by a mixture single family dwellings, multi-family dwellings and commercial business.

### STAFF DISCUSSION

The petitioner has submitted a request for a Conditional Use Permit for a Bed and Breakfast establishment and the city regulations allow Bed and Breakfast establishments in the R1 – Residential District with an approved Conditional Use Permit.

The subject property is currently utilized as a multi-family residential dwelling. The petitioner indicates they intend to operate the second unit as a B & B. The State of South Dakota Department of Health requires a bed and breakfast establishment to be occupied by the owner(s) during occupancy. City of Deadwood Code states a requirement of one off-street parking space per guestroom in section 17.64.060 of the City of Deadwood Code of Ordinances. The subject property meets the parking requirement for the proposed use.

According to the City regulations defining a bed and breakfast, it cannot be situated on a lot closer than two hundred (200) feet or eight (8) residences, whichever is greater, from any other lot containing a bed and breakfast home. The subject property is compliant with the buffer between bed and breakfast establishments. The code also defines that the Building Inspector is to inspect the premises to ensure compliance with the Building Code and the property must be licensed and inspected by the South Dakota Department of Health.

### COMPLIANCE:

1. **The Zoning Officer provided notice identifying the applicant, describing the project and its location and giving the scheduled date of the public hearing in accordance with Section 10.10.B.**
2. **A sign was posted on the property for which the requests were filed.**
3. **Notice of the time and place was published in the designated newspaper of the City of Deadwood.**

#### GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

In reviewing any application under the authority of this chapter and as a further guide to its decision upon the facts of the case, the Commission(s) shall consider, among other things, the following facts:

- A. The proposed use shall be in harmony with the general purposes, goals, objectives, and standards to the City Policy Plan, the ordinance, the district in which it is located, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the City of Deadwood.

*The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Preserve the existing stock of historic structures by working with the individuals and guiding the uses is an acceptable means. Traffic and parking should not significantly affect the neighborhood. This area has a mixture of single family, multi-family dwellings, and commercial enterprises. Community commercial land use district attracts a regional or community-wide market as well as tourism based businesses.*

- B. Whether or not a community need exists for the proposed use at the proposed location in light of existing and proposed uses of a similar nature in the area and of the need to provide or maintain a proper mix of uses both within the city and also within the immediate area of the proposed use: (a) the proposed use in the proposed location shall not result in either a detrimental over concentration of a particular use from previously permitted uses within the city or within the immediate area of the proposed use.

*The subject area is zoned R1 - Residential District. The R1 – Residential District is intended to provide locations for low to medium density residential. Medium density residential is designed to provide apartment and multi-family dwellings as well as parks and recreation areas. There are no B&B establishments within 200 feet of the proposed B&B. The applicant intends on leaving the property as it is today.*

- C. The proposed use at the proposed location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites, or rights-of-way.

*The proposed use would not result in a substantial or undue adverse effect on adjacent property or the character of the neighborhood and the use would not alter the character of the neighborhood. There will be no change in the size of the dwelling. To support a denial of a conditional use permit on the grounds that*



*it will cause increased traffic problems, there must be a high degree of probability that the increase would pose a substantial threat to the health and safety of the community.*

- D. Whether or not the proposed use increases the proliferation of non-conforming uses as well as previously approved Conditional Use Permits which are still in use, when influenced by matters pertaining to the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Policy Plan, this ordinance, or any other plan, program, map or ordinance adopted, or under consideration pursuant to official notice, by the city or other governmental agency having jurisdiction to guide growth and development.

For any conditional use, lot and performance standards shall be the same as similar type uses located in specific districts. The character and use of buildings and structures adjoining or near the property mentioned in the application shall be considered in their entirety.

*The proposed use would not increase the proliferation of non-conforming uses. The subject residence is located in an area that has motels, apartment buildings and single family dwellings. The appearance of the structure will not change; therefore, the character and use of the buildings and structures adjoining the subject property will not be adversely affected.*

- E. Whether or not the proposed use in the proposed area will be adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in this section.

*The proposed use will not cause significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation or other services. Existing services are available onsite.*

#### CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

- A. Following the issuance of a conditional use permit pursuant to the provisions of this ordinance, such permit may be amended, varied, or altered only pursuant to the standards and procedures established by this section for its original approval.
- B. The Board of Adjustment can revoke conditional use permits, once granted, for cause after a hearing is held before them. Complaints seeking the revocation of such permit shall be filed with the Zoning Administrator and may be initiated by the Planning and Zoning Commission OR any three (3) residents within three hundred (300) feet of the property lines of which the application has been filed.

All such revocation hearings shall be conducted in the same manner as for the Conditional Use Permit application hearings.

- C. The Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and/or on an annual basis and place additional stipulations to mitigate a problem.
- D. If the use permitted under the terms of a Conditional Use Permit has not been started within six (6) months of the date of issuance thereof, said permit shall expire and be canceled by the City Planning Department. Written notice thereof, shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new conditional use permit has been obtained.
- E. If the use permitted under the terms of a Conditional Use Permit, ceases, for whatever reason, for a period of twelve (12) months, said permit shall expire and be canceled by the City Planning Department. Written notice thereof, shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new conditional use permit has been obtained.

If approved, staff recommendations for stipulation(s):

- 1. The Bed and Breakfast must be owner occupied.
- 2. Proof of a state excise number shall be provided to the Planning and Zoning Office for their files.
- 3. Proof that the Building Inspector has inspected the building and it meets all of the building codes.
- 4. Proper paperwork is filed with the City of Deadwood Finance office for BID taxes.
- 5. Proof of South Dakota Department of Health Lodging License must be provided to the Planning and Zoning Office for their files.

ACTION REQUIRED FOR CONDITIONAL USE PERMIT:

- 1. Planning and Zoning Commission Recommended Approval on 12/6/17
- 2. Approval / Approval with conditions / Denial by Board of Adjustment

12-18-17  
10. G

**STAFF REPORT**  
**PLANNING AND ZONING AND BOARD OF ADJUSTMENT**  
**REQUEST FOR A CONDITIONAL USE PERMIT**

---

**APPLICANT:** Debra Kahler

**PURPOSE:** Request for a Two Bed, Bed and Breakfast

**GENERAL LOCATION:** 56 Taylor Avenue

**LEGAL DESCRIPTION:** LOTS A-D-E S/D OF LOTS 66-67 & 68 BLK 35,  
Original Town, City of Deadwood, Lawrence County,  
South Dakota.

**FILE STATUS:** All legal obligations have been completed.

---

**STAFF FINDINGS:**

Surrounding Zoning:

North: R1 - Residential District  
South: PU - Public Use District  
East: R1 - Residential District  
West: R1 - Residential District

Surrounding Land Uses

Residential Housing  
Recreation Center  
Residential Housing  
Residential Housing

**SUMMARY OF REQUEST**

The petitioner has submitted a request for a Conditional Use Permit to operate a Bed and Breakfast establishment on this property. The subject property is located on Taylor Avenue on the Southwest side of the street.

**FACTUAL INFORMATION**

1. The property is currently zoned R1 - Residential District.
2. The property comprises approximately 21,375 square feet  $\pm$ .
3. The site was originally developed in 1955 and has been used as Triplex since being constructed.
4. The subject property has access from Taylor Avenue.

5. The subject property is located within a very low density land use classification on the adopted Land Use Map.
6. The property is located outside of Flood Zone AE – Areas of 100 year flood and Flood Zone X – Areas of 500 year flood.
7. Adequate public facilities are available to serve the property.
8. The area is characterized by a mixture single family dwellings and multi-family dwellings.

### STAFF DISCUSSION

The petitioner has submitted a request for a Conditional Use Permit for a Bed and Breakfast establishment and the city regulations allow Bed and Breakfast establishments in the R1 – Residential District with an approved Conditional Use Permit.

The subject property is currently utilized as a multi-family residential dwelling. The petitioner indicates she intends to rent up to two bedrooms. The State of South Dakota Department of Health requires a bed and breakfast establishment to be occupied by the owner(s) during occupancy. City of Deadwood Code states a requirement of one off-street parking space per guestroom in section 17.64.060 of the City of Deadwood Code of Ordinances. The subject property meets the parking requirement for the proposed use.

According to the City regulations defining a bed and breakfast, it cannot be situated on a lot closer than two hundred (200) feet or eight (8) residences, whichever is greater, from any other lot containing a bed and breakfast home. The subject property is compliant with the buffer between bed and breakfast establishments. The code also defines that the Building Inspector is to inspect the premises to ensure compliance with the Building Code and the property must be licensed and inspected by the South Dakota Department of Health.

### COMPLIANCE:

1. **The Zoning Officer provided notice identifying the applicant, describing the project and its location and giving the scheduled date of the public hearing in accordance with Section 10.10.B.**
2. **A sign was posted on the property for which the requests were filed.**
3. **Notice of the time and place was published in the designated newspaper of the City of Deadwood.**

#### GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

In reviewing any application under the authority of this chapter and as a further guide to its decision upon the facts of the case, the Commission(s) shall consider, among other things, the following facts:

- A. The proposed use shall be in harmony with the general purposes, goals, objectives, and standards to the City Policy Plan, the ordinance, the district in which it is located, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the City of Deadwood.

*The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Preserve the existing stock of historic structures by working with the individuals and guiding the uses is an acceptable means. Traffic and parking should not significantly affect the neighborhood. This area has a mixture of single family and multi-family dwellings.*

- B. Whether or not a community need exists for the proposed use at the proposed location in light of existing and proposed uses of a similar nature in the area and of the need to provide or maintain a proper mix of uses both within the city and also within the immediate area of the proposed use: (a) the proposed use in the proposed location shall not result in either a detrimental over concentration of a particular use from previously permitted uses within the city or within the immediate area of the proposed use.

*The subject area is zoned R1 - Residential District. The R1 – Residential District is intended to provide locations for low to medium density residential. Medium density residential is designed to provide apartment and multi-family dwellings as well as parks and recreation areas. There are no B&B establishments within 200 feet of the proposed B&B.*

- C. The proposed use at the proposed location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites, or rights-of-way.

*The proposed use would not result in a substantial or undue adverse effect on adjacent property or the character of the neighborhood and the use would not alter the character of the neighborhood. There will be no change in the size of the dwelling. To support a denial of a conditional use permit on the grounds that it will cause increased traffic problems, there must be a high degree of probability that the increase would pose a substantial threat to the health and safety of the community.*

- C. The Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and/or on an annual basis and place additional stipulations to mitigate a problem.
- D. If the use permitted under the terms of a Conditional Use Permit has not been started within six (6) months of the date of issuance thereof, said permit shall expire and be canceled by the City Planning Department. Written notice thereof, shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new conditional use permit has been obtained.
- E. If the use permitted under the terms of a Conditional Use Permit, ceases, for whatever reason, for a period of twelve (12) months, said permit shall expire and be canceled by the City Planning Department. Written notice thereof, shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new conditional use permit has been obtained.

If approved, staff recommendations for stipulation(s):

- 1. The Bed and Breakfast must be owner occupied.
- 2. Proof of a state excise number shall be provided to the Planning and Zoning Office for their files.
- 3. Proof that the Building Inspector has inspected the building and it meets all of the building codes.
- 4. Proper paperwork is filed with the City of Deadwood Finance office for BID taxes.
- 5. Proof of South Dakota Department of Health Lodging License must be provided to the Planning and Zoning Office for their files.

**ACTION REQUIRED FOR CONDITIONAL USE PERMIT:**

- 1. Planning and Zoning Commission Recommended Approval on 12/6/17
- 2. Approval / Approval with conditions / Denial by Board of Adjustment



Kevin Morsching

6052098909

12-18-17

10 H

## Customer Information

## Bill To:

CITY OF DEADWOOD

102 SHERMAN ST  
DEADWOOD, SD 57732  
USA

## Service Location:

22 Van Buren St  
Deadwood, SD 57732  
USA

## Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Total Price
Adam's House	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$43.01
Adam's House	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$43.01
Adam's House	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$43.01
CITY OF DEADWOOD : ADAMS MUSEUM	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$43.01
CITY OF DEADWOOD : ADAMS MUSEUM	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$43.01
CITY OF DEADWOOD : ADAMS MUSEUM	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$43.01
City of Deadwood Library	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$45.66
City of Deadwood Library	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$45.66
City of Deadwood Library	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$45.66
City of Deadwood Lower Main	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$41.00
City of Deadwood Lower Main	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$41.00
City of Deadwood Lower Main	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$41.00
Deadwood Pluma Park 418 Cliff	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$179.37
Deadwood Pluma Park 418 Cliff	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$128.12
Deadwood Pluma Park 418 Cliff	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$128.12



Deadwood Pluma Park 418 Cliff	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$179.37
Deadwood Upper Main & Fire Dept	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$66.62
Deadwood Upper Main & Fire Dept	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$66.62
Deadwood Upper Main & Fire Dept	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$66.62
Ferguson Field	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$392.47
Ferguson Field	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$392.47
Ferguson Field	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$392.47
Ferguson Field	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$392.47
Gordon Park	Vegetation Control	1	Non selective weed control	\$63.34
Gordon Park	Vegetation Control	2	Non selective weed control	\$63.34
Gordon Park	Vegetation Control	4	Non selective weed control	\$63.34
Gordon Park	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$149.65
Gordon Park	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$149.65
Gordon Park	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$149.65
Historical Center	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$45.66
Historical Center	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$45.66
Historical Center	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$45.66
Oakridge Cemetery	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$1,444.26
Oakridge Cemetery	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,444.26
Riverwalk	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$445.87
Riverwalk	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$445.87
Riverwalk	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$445.87
Rotary Park	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$77.60
Rotary Park	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$77.60
Rotary Park	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$77.60
			Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	



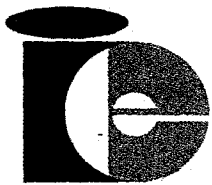
Rotary Park	Lawn Service	5	Dependent)	\$77.60
Softball Fields	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$529.98
Softball Fields	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$529.98
Softball Fields	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$529.98
Softball Fields	Vegetation Control	2	Non selective weed control	\$249.69
Softball Fields	Vegetation Control	4	Non selective weed control	\$249.69
Softball Fields	Revive Soil Amendment	1		\$139.89
St Ambrose Cemetery Pleasant St	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$615.00
St Ambrose Cemetery Pleasant St	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$615.00
St Ambrose Cemetery Pleasant St	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$615.00
Subtotal				\$12,289.45
Total Sales Tax Amount				\$0.00
Grand Total				\$12,289.45

1. Term. The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.
2. Price Increases. (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any Agreement year.
3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable outside counsel, in-house counsel, paralegal or other professional fees and court costs.
4. Check processing policy. ACH: When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Returns: In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property.
7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. No Warranties. Except as expressly set forth in this Agreement TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring Insects may include additional cost. Consult your TruGreen specialist with details.
16. Authorization to provide service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (MAAA), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 REPRESENTATIVE/GENERAL MANAGER

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 AUTHORIZED AGENT/CUSTOMER

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 AUTHORIZED AGENT/CUSTOMER



**INTERSTATE  
ENGINEERING**

12-18-17  
101

**PLEASE MAIL PAYMENTS TO:**  
INTERSTATE ENGINEERING, INC.  
PO BOX 2035 • JAMESTOWN, ND 58402  
PH. 701.252.0234

City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732

November 10, 2017  
Project No: L1600053.01  
Invoice No: 32832

Emergency Flood Study in Tract A2A, Deadwood Gulch Addition II and  
MS 107, Lot 2 EX Lot 2A and TR X, Arnio S/D, Mineral Subdivision  
Deadwood, South Dakota

**Professional Services from September 11, 2017 to November 04, 2017**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
ENG I	27.50	93.00	2,557.50
ENG III	6.00	162.00	972.00
ENG IV	5.00	185.00	925.00
SURV I	13.00	87.00	1,131.00
TECH I	7.50	60.00	450.00
Totals	59.00		6,035.50
<b>Total Labor</b>			<b>6,035.50</b>

**Unit Billing**

Survey Vehicle	137.0 Miles @ 0.68	93.16	
<b>Total Units</b>		<b>93.16</b>	<b>93.16</b>

**Total this Invoice**                      **\$6,128.66**

Please call me if you have any questions regarding this invoice.

*Nicholas Hoffman /KH*

Nicholas Hoffman, PE  
605.642.4772



**MEMORANDUM**

12-18-17  
10J

**Date:** December 14, 2017  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Wayfinding – Street Sign Replacement

Wayfinding and sign enhancements were an action item outlined in the Deadwood Comprehensive Historic Preservation Plan adopted by the Deadwood Historic Preservation Commission and City Commission in December 1990. This project began in 2013 with passage of proper SD-DOT required ordinances, contracting with a consultant – Berberich Design – in 2014 to develop necessary plans and specifications for a comprehensive wayfinding program, and budgeting in 2015 for beginning implementation and installation of the wayfinding signage.

In addition to the Wayfinding Project we have also been working on the replacement of street and parking signs with more appropriate decorative posts and street signage. Several areas have been completed in Deadwood through this portion of the project with Historic Preservation funds. The Historic Preservation Office staff has solicited a quote from Bandon Industries, Inc. in the amount of \$5,435.00 for replacement signs and decorative posts. The quote and pictures of the signs to be replaced are attached. This quote is for the signs only. City staff will be installing the signs.

This project is valuable to residents, business owners and visitors to find Deadwood destinations and attractions. The Historic Preservation staff recommends purchasing these signs.

The Historic Preservation Commission reviewed this request at their December 13, 2017 meeting and recommends City Commission approval to purchase replacement signs from Bandon Industries, Inc. in the amount of \$5,435.00 to come out of the Wayfinding budget line item.

**MOTION:**

*Move to recommend to the City Commission approval to purchase replacement signs from Bandon Industries, Inc. in the amount of \$5,435.00 to come out of the Wayfinding budget line item.*

**Brandon Industries, Inc.**1601 Wilmeth Road  
McKinney, TX 75069-8250

Phone: (972) 542-3000 Fax: 972-542-1015

**Quote # 20839**

Account ID: GSDDEADWOOD

This quote expires: 12/22/17

Quote To: **CITY OF DEADWOOD**ATTN: BOB NELSON  
108 SHERMAN ST  
DEADWOOD, SD 57732

(605) 578-2082

Ship To: **CITY SHOP**ATTN: RON GREEN  
67 DUNLOP AVE  
DEADWOOD, SD 57732

(605) 578-2084

Date	Ship Via	F.O.B.	Terms	
11/22/17	ESTES	Origin	Due Upon Receipt	
Lead Time		Sales Person	Required	
6 WEEKS		JESSICA	12/27/17	
Quantity	Item Number	Description	Unit Price	Amount
13.	MPC#46 BK	Fluted Channel Pole 6063-T6 4"OD x 6' 0" -Patent Pending Black	80.00	1040.00
2.	SPF4X12 BK	FLUTED Aluminum Pole 6005-T6 4"OD x 12' 0" Black	162.00	324.00
15.	FIN-B4 BK	Ball Finial for 4"OD Round Pole Black	35.00	525.00
15.	SB-24 BK	Slip Over Base for 4"OD pole Black	32.00	480.00
15.	TS1218N BK	Decorative Sign Trim for 12" x 18" Traffic Sign Black	74.00	1110.00
14.	CUSTOM1218 BK	12" x 18" Sign w/ Black Back SEE ATTACHED SIGN LIST FOR HIGH INTENSITY CUSTOM SIGNS	45.00	630.00
1.	TS2424N BK	Decorative Sign Trim for 24" x 24" Traffic Sign Black	127.00	127.00
1.	CUSTOM2424 BK	24" x 24" Sign w/ Black Back PEDESTRIAN CROSSING SIGN HIGH INTENSITY	83.00	83.00
2.	TDS0636 BK	Trim for Double Sided 6" x 36" Street Sign Black	85.00	170.00
2.	HI 0636DS	Two-Sided Street Sign 6"x36" HIGH INTENSITY VINYL WHITE LETTERS ON GREEN	54.00	108.00
2.	TDS0606 BK	Trim for Double Sided 6" x 6" Logo Sign Black	52.00	104.00

**Brandon Industries, Inc.**

1601 Wilmeth Road  
McKinney, TX 75069-8250

Phone: (972) 542-3000 Fax: 972-542-1015

# Quote # 20839

Account ID: GSDDEADWOOD

This quote expires: 12/22/17

**Quote To: CITY OF DEADWOOD**

ATTN: BOB NELSON  
108 SHERMAN ST  
DEADWOOD, SD 57732

(605) 578-2082

**Ship To: CITY SHOP**

ATTN: RON GREEN  
67 DUNLOP AVE  
DEADWOOD, SD 57732

(605) 578-2084

Date	Ship Via	F.O.B.	Terms	
11/22/17	ESTES	Origin	Due Upon Receipt	
Lead Time	Sales Person		Required	
6 WEEKS	JESSICA		12/27/17	
Quantity	Item Number	Description	Unit Price	Amount

2.	0606DS LOGO	Two-Sided Logo Sign 6"x6" DEADWOOD LOGO HIP OR EG	47.00	94.00
----	-------------	---	-------	-------

Quote Subtotal	4795.00
Freight charges	640.00
Quote Total	5435.00



1. Ball Finial
2. 18" X 12" Sign Frame
3. 18" X 12" Sign
4. Short Pole
5. Small Base
6. New Stanchion

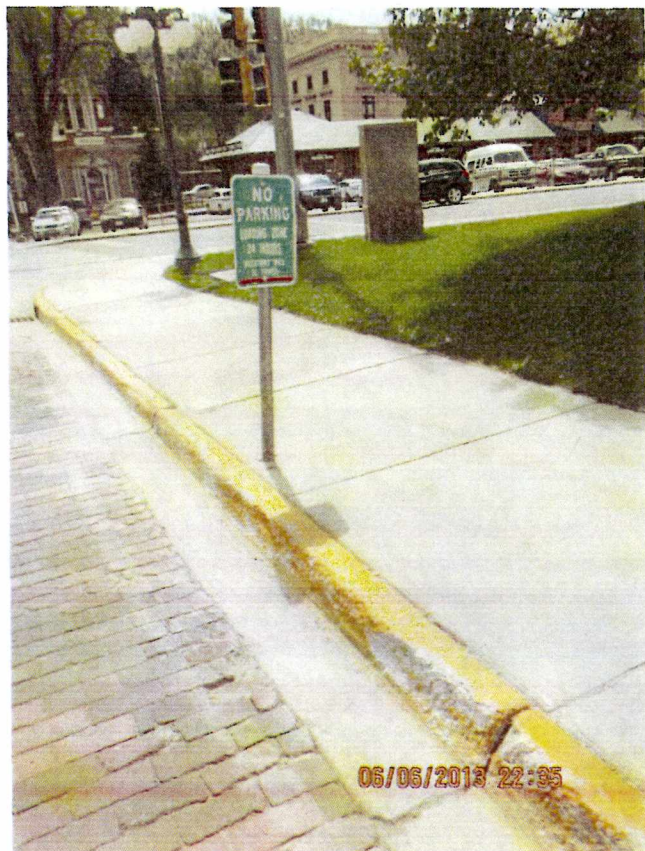


1. Ball Finial
2. 18" X 12" Sign Frame
3. 18" X 12" Sign
4. Short Pole
5. Small Base
6. New Stanchion





1. Ball Finial
2. 18" X 12" Sign Frame
3. 18" X 12" Sign
4. Short Pole
5. Small Base



1. Ball Finial
2. 18" X 12" Sign Frame
3. 18" X 12" Sign
4. Short Pole
5. Small Base





1. Ball Finial
2. 18" X 12" Sign Frame
3. 18" X 12" Sign
4. Short Pole
5. Small Base



1. Ball Finial - 3
2. 18" X 12" Sign Frame - 3
3. 18" X 12" Sign - 2
4. Short Pole - 3
5. Small Base - 3



1. Ball Finial
2. 18" X 12" Sign Frame
3. 18" X 12" Sign
4. Short Pole
5. Small Base





1. Ball Finial
2. 18" X 12" Sign Frame
3. 18" X 12" Sign
4. Short Pole
5. Small Base

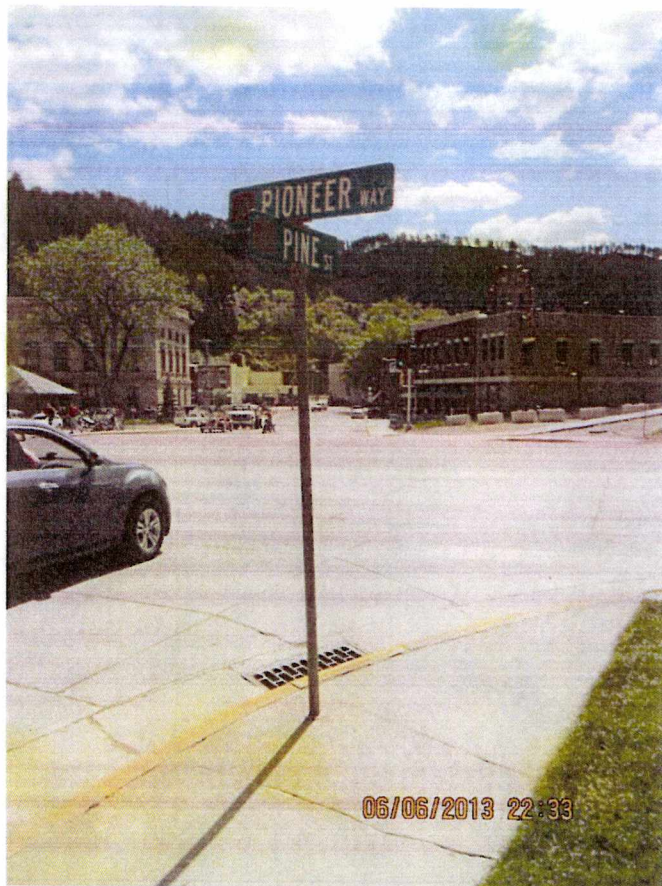


1. Ball Finial
2. 18" X 12" Sign Frame - 2
3. 18" X 12" Sign - 2
4. 24" X 24" Ped Sign
5. 24" X 24" Frame
6. Tall Pole
7. Small Base



1. Ball Finial - 3
2. 18" X 12" Sign Frame - 3
3. 18" X 12" Sign - 3
4. Short Pole - 3
5. Small Base - 3





1. Ball Finial
2. Logo Frame - 2
3. Street Sign Frame - 2
4. Street Sign (Pioneer Way)
5. Street Sign (Pine Street)
6. Street Sign Frame - 2
7. Tall Pole
8. Small Base

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

12-18-17  
10K

## MEMORANDUM

---

**Date:** December 14, 2017  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** **Replacement of City Archives Workstations**

---

The City of Deadwood Archives is requesting permission to purchase three (3) HP ZBook mobile workstations and five (5) HP ZBook 200W docking stations to be used in the City Archives and archaeology lab from Golden West Technologies in Rapid City.

These new mobile workstations will replace the ARCHIVES\_01, ARCHIVES\_INTERN, and a laptop inherited from Keith Umenthum. All three of these workstations were purchased by the City prior to 2007. Leftover monies from the 2017 City Archives budget will be used to purchase these workstations.

The Historic Preservation Commission reviewed this request at their December 13, 2017 meeting and recommends the purchase of (3) HP ZBook mobile workstations and (5) HP ZBook 200W docking stations from Goldwest Technologies for a cost not to exceed \$6,700.00, to be taken out of leftover 2017 City Archives budget.

### MOTION:

Move to allow the City of Deadwood Archives to purchase three (3) HP ZBook mobile workstations and five (5) HP ZBook 200W docking stations from Goldwest Technologies, cost for this purchase will not exceed \$6,700.00, to be taken out of the 2017 City Archives budget.



2727 N Plaza Dr.  
Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

**Quote**

No.: **57547**

Date: 12/6/2017

Prepared for:

Mike Runge  
Deadwood City Of-Historic Preservation  
108 Sherman Street  
Deadwood, SD 57732 U.S.A.

Account No.: 7517

Phone: (605) 578-2082

Fax: (605) 578-2084

Qty	Description	UOM	Sell	Total
3	HP ZBook 17 G4 17.3" Mobile Workstation - i7-7700HQ Quad-core 2.80GHz - 8GB RAM - 256GB SSD - Win10 Pro x64 - NVIDIA Quadro M1200 4 GB - 3yr. warranty	EA	\$1,828.92	\$5,486.76
1	HP USB External DVDRW Drive	EA	\$72.00	\$72.00
5	HP ZBook 200W Thunderbolt3 Dock, 4x USB Ports, Network (RJ-45), VGA - DisplayPort - Audio Line In - Audio Line Out - for Zbook 17	EA	\$249.00	\$1,245.00

Your Price: \$6,803.76

Total: \$6,803.76

Prices are firm until 12/20/2017

Prepared by: Dennis Servaty, dennisservaty@goldenwest.com

Date: 12/6/2017

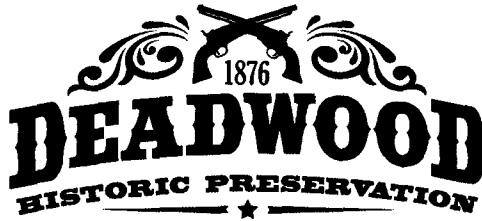
Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

**Disclaimer**

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply.  
Applicable taxes and/or additional freight charges may be added on to the invoice.

Terms: 30% down payment required for sales of \$ 5,000.00 or more, with the balance due Net 15 days of invoicing.

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"*

12-18-17  
10L

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

## MEMORANDUM

---

**Date:** December 15, 2017  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** RFD TV "Special Cowboy Moments" Sponsorship

---

RFD TV and Cowboy Channel visited Deadwood during the 2017 Days of 76 Rodeo. During their stay they discovered when it comes to rodeo settings, there is none better than the Deadwood Days of 76 Rodeo. The history alone draws you in and there is a top-notch rodeo right in the middle with an abundance of action.

The RFD TV film crew would like to shoot film footage during the 2018 Days of 76 Rodeo and will air three episodes on Deadwood for the "Special Cowboy Moments". Each episode is a half-hour docuseries that captures the heart of the steadfast western spirit. The three docuseries will consist of history of the rodeo and celebration, the parades and local individuals involved in the rodeo and celebration all while exposing viewers to Deadwood's rich and unique history.

There are many benefits in sponsoring this docuseries. Historic Preservation will do an introduction at the beginning and do a "Thank you for Watching" at the end. There will be two 30 second commercial spots with ads in five successive shows. Fifty five million households will be reached. More benefits are listed on the attached information page.

The Historic Preservation Staff is requesting the Historic Preservation Commission recommend to the City Commission to sponsor one of the episodes for a cost of \$5,700 with funds to be paid out of the Public Education line item. Without sponsorships, the docuseries will not air the Deadwood episodes of "Special Cowboy Moments."

The Historic Preservation Commission reviewed this request at their December 13, 2017 meeting and recommend approving a sponsorship in the amount of \$5,700 for a docuseries on the Days of 76 Rodeo to be aired during "Special Cowboy Moments".

**RECOMMENDATION:** *Move to recommend to the City Commission sponsorship in the amount of \$5,700 for a docuseries on the Days of 76 Rodeo to be aired during "Special Cowboy Moments". Funds could come out of the Public Education line item.*





PRESERVING RICH WESTERN HISTORY FOR GENERATIONS TO SHARE  
SPECIAL COWBOY MOMENTS ON RFD-TV

Dates of the Event: July 24-28, 2018

2018 AGREEMENT

Deadwood  
Name of Event: DAYS of the Rodeo & Celebration  
Address: PO Box 391  
City/State/Zip: Deadwood, SD 57732

#### RESPONSIBILITIES

##### **Special Cowboy Moments/RFD-TV Episode**

##### **Organization/Venue Responsibilities**

- ☐ Suggest individuals involved in the event (past and present) who you think should be interviewed (along with their contact information)
- ☐ Provide access passes for SCM/RFD-TV personnel (From four to eight persons)
- ☐ Give the SCM/RFD-TV crew a tour of the venue so that they might find locations that are conducive to taping interviews and action footage

\* SCM/RFD-TV is tasked with finding a sponsor to help bring the event to a national audience. As a partner in this effort, SCM/RFD-TV welcomes suggestions as to who you think might fill that role.

\* SCM/RFD-TV, in some cases, may tape some interviews in advance of the event and then follow up with on-site taping during the event during the event

Suggested Sponsor: DEADWOOD HISTORIC PRESERVATION

Contact Info: Kevin Kuehnbecker

Pat Roberts

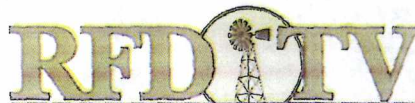
Signature: \_\_\_\_\_ Date: 1/28/19

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

THANK YOU FOR HELPING US TO PRESERVE YOUR WESTERN HISTORY

##### **SEND TO:**

Attn: Kevin Holten  
Wild Rose Productions/RFD-TV  
PO Box 3780  
Dickinson, ND 58602





**SPECIAL COWBOY  
MOMENTS**

**SPECIAL COWBOY  
MOMENTS**

**RFD-TV**  
WEDNESDAYS & SUNDAYS



## MAKE OUR SCM EPISODE YOUR EPISODE FOREVER

- \*YOUR COMPANY WILL DO AN INTRODUCTION AT THE BEGINNING
- \*YOUR COMPANY WILL DO A "THANK YOU FOR WATCHING" AT THE END
- \*YOUR COMPANY WILL RUN TWO 30-SECOND COMMERCIAL SPOTS
- \*YOUR COMPANY WILL HAVE AN AD IN FIVE SUCCESSIVE SHOWS
- \*YOUR COMPANY WILL HAVE A PRESENCE THROUGHOUT THE SHOW
- \*YOUR COMPANY WILL APPEAR IN 15 TOTAL AIRINGS ON RFD-TV
- \*YOUR COMPANY WILL REACH UP TO 55 MILLION HOUSEHOLDS EACH TIME
- \*YOUR SHOW WILL ALSO AIR ON AFFILIATES AND CABLE CHANNELS
- \*YOUR SHOW & AD WILL BE POSTED ON WEBSITES FOR ENDLESS VIEWING
- \*FOOTAGE OF YOUR BUSINESS IS INCLUDED IN THE SHOW + MORE
- ALL OF THAT FOR ONLY \$5,700



**facebook**

### FACEBOOK IS INCLUDED IN THE PACKAGE:

YOUR LOGO AND LINK APPEARS WITH MULTIPLE SCM FACEBOOK POSTS PER MONTH

YOUR ADVERTISEMENT APPEARS TWO TIMES PER WEEK

YOUR 30-SECOND COMMERCIAL SPOT APPEARS ONCE PER WEEK

THE SCM FACEBOOK PAGE REACHES 100,000 TO 200,000 PEOPLE PER WEEK

THE SCM FACEBOOK PAGE IS ENHANCED BY THE SPECIAL COWBOY MOMENTS



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"*

12-18-17  
10M  
Kevin Kuchenbecker  
Historic Preservation Officer  
Telephone (605) 578-2082

## MEMORANDUM

---

**Date:** December 15, 2017  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** South Dakota State Historical Society Agreement

---

The City of Deadwood, the Deadwood Historic Preservation Commission, the South Dakota State Historical Society Board of Trustees and the State Historic Preservation Office are in a current agreement to provide for the preservation and protection of Deadwood's historic resources. A close working relationship between Deadwood and the state are necessary. The agreement allows for careful consideration of projects that could affect the characteristics that make the City of Deadwood significant as a National Historic Landmark while allowing the city to change and grow as a living community.

The current agreement will expire on June 30 of 2018 and the State is requesting the City of Deadwood enter into another agreement from July 1, 2018 to June 30, of 2022. Per the agreement the City will pay the State \$60,000 each year for four years.

The Historic Preservation Commission reviewed this request at their December 13, 2017 meeting and recommend approving the agreement for another four years, July 2018 to June 2022 for a cost of \$60,000 per year.

**MOTION:** *Move to approve and sign the agreement with the South Dakota State Historical Society Board of Trustees from July 2018 to June 2022 in the amount of \$60,000 per year.*

# EXHIBIT A

AGREEMENT  
BETWEEN  
THE DEADWOOD HISTORIC PRESERVATION COMMISSION,  
THE CITY OF DEADWOOD,  
THE SOUTH DAKOTA STATE HISTORICAL SOCIETY BOARD OF TRUSTEES, AND  
THE STATE HISTORIC PRESERVATION OFFICE

This Agreement is made and entered into on this 1st day of January, 2018, by and between the City of Deadwood and the Deadwood Historic Preservation Commission, hereinafter referred to as "DEADWOOD", and the South Dakota State Historical Society Board of Trustees and the State Historic Preservation Office, hereinafter referred to as "STATE".

The parties to this Agreement acknowledge that in order to provide for the preservation and protection of Deadwood's historic resources, a close working relationship between DEADWOOD and the STATE is necessary. This agreement will serve to allow for careful consideration of projects that could affect the characteristics that make the City of Deadwood significant as a National Historic Landmark while also allowing the city to change and grow as a living community.

NOW THEREFORE, the parties agree as follows:

1. DEADWOOD shall provide annually to the STATE, funding to be used for the purpose of providing a staff person to work with DEADWOOD and the city's historic preservation needs.
2. It is the intention of the parties that DEADWOOD shall make transfers to the STATE for the purposes stated in this Agreement for each year of the agreement as follows:
  - a. \$60,000 for the state fiscal year beginning July 1, 2018 and ending on June 30, 2019
  - b. \$60,000 for the state fiscal year beginning July 1, 2019 and ending on June 30, 2020
  - c. \$60,000 for the state fiscal year beginning July 1, 2020 and ending on June 30, 2021
  - d. \$60,000 for the state fiscal year beginning July 1, 2021 and ending on June 30, 2022
3. DEADWOOD will provide the STATE an opportunity to investigate and comment on any project, which may encroach upon, damage or destroy historic resources and properties in the City of Deadwood pursuant to SDCL Chapter 1-19A. Deadwood will initiate consultation with the STATE upon receiving information regarding any project and will initiate consultation in concert with the preparation of staff reports.
4. The STATE hereby agrees that the following Projects, except as specified in Section 5 of this Agreement, will not encroach upon, damage or destroy Historic Properties, and that DEADWOOD is not required to submit the following Projects to the STATE for review under SDCL 1-19A-11.1:

- a. The issuance of building permits for interior construction within residential Historic Properties, except as provided in Section 5(f) of this Agreement, and provided that, and subject to the requirement that, DEADWOOD makes the Standards, as defined in Section 10 of this agreement, available to the property owners.
- b. The issuance of building permits for construction on Historic Properties, except as provided in Section 5(f) of this Agreement, and only when (i) DEADWOOD has issued a finding, based on the Standards, as defined in Section 10 of this agreement, that the Project will not encroach upon, damage or destroy Historic Property, and (ii) the STATE has concurred with the Commission's finding. DEADWOOD shall notify the STATE of its finding by e-mail, facsimile transmission, courier, or U.S. mail. The STATE must notify DEADWOOD of its objection to the finding within three days after receipt of the finding. The STATE's notification of objection may be served on DEADWOOD by telephone (with a follow-up written notification), e-mail, facsimile transmission, courier, or U.S. mail. Failure of the STATE to respond within three days after its receipt of the finding will mean that the finding will stand. If the STATE timely objects to the finding, the Project must be submitted to the Office for review under SDCL 1-19A-11.1 as outlined in sections 6 through 9.
- c. The installation, replacement and repair of, and performance of routine maintenance on, traffic control devices (excluding support buildings necessary for operation of those devices), including but not limited to, stop signs, yield signs, and traffic signals, provided that, and subject to the requirement that, such installation and replacement is required according to the Manual on Uniform Traffic Control Devices.
- d. Routine maintenance or repair of underground utilities, both public and private, within public rights-of-way. The Parties agree that this exemption does not apply to infrequent, large-scale reconstruction projects that are not part of the City's normal maintenance and repair program.
- e. Routine maintenance or repair of above-ground utilities, both public and private, such as curb, gutter, storm sewer and other similar projects, and excluding street lights and roadways, within public rights-of-way. The Parties agree that this exemption does not apply to infrequent, large-scale reconstruction projects that are not part of the City's normal maintenance and repair program.
- f. Routine maintenance, repair, and re-paving of roadways. The Parties agree that this exemption does not apply to reconstruction of roadways.
- g. Maintenance or repair of city resources that does not result in a loss of historical integrity of the resource, such as the loss of historic features, artifacts, structural support, historical setting and other elements which qualified the resource, or property in the environs of the resource, as Historic Property. "Maintenance or repair" includes washing, waxing, repainting, replacement of exhausted elements of utilities such as light bulbs, care of lawns and other greenery, and other activities that do not remove, abrade, alter or destroy the resource or its physical elements.

- h. The operation and maintenance of city parks provided that projects meet the provisions of Section 4(g) of this Agreement.
  - i. The construction or alteration of signs subject to review by the Deadwood Sign Commission.
  - j. Projects for the construction or repair of basement egress windows, not visible from any street, on Historic Properties.
  - k. Paving, maintenance and repair of existing alleys, sidewalks, driveways, and parking areas.
  - l. Foundation repair or reconstruction on Historic Properties, provided that, and subject to the restriction that, the above-ground portion of the foundation does not exceed two feet in height at any point.
  - m. Repair of any roof or roof structure on Historic Property, provided that, and subject to the restriction that, the repair will not change the external appearance of the structure or alter the roofline.
5. The Parties recognize and agree that the Projects listed below will potentially have Adverse Effects on Historic Properties, are not subject to Section 4 of this Agreement, and must be submitted to the Office for review under SDCL 1-19A-11.1, after DEADWOOD has reviewed and commented on the Projects.
- a. The issuance of demolition permits for Projects on Historic Properties.
  - b. The issuance of moving permits for Projects on Historic Properties.
  - c. The issuance of building permits for Projects proposing significant additions to Historic Properties. "Significant additions" are additions that are as large as, or larger than, the existing foot-print of the original building or structure, or that add one or more stories to the original building or structure.
  - d. The issuance of building permits for the construction of dormers and/or skylights, visible from the street, on Historic Properties.
  - e. The issuance of building permits that alter the roofline of Historic Properties.
  - f. The issuance of building permits for Projects on Historic Properties on which a Covenant is held by the STATE.
  - g. Projects for the demolition and/or moving of Non-Contributing Buildings.
6. For projects that are not exempt from review as defined in Section 4 of this agreement and that DEADWOOD has determined may encroach upon damage or destroy historic property, DEADWOOD shall submit a project notification to the STATE. Upon receipt of a project notification from DEADWOOD, the STATE will review the notification and comment within five (5) business days. If the STATE determines an extended period of

time is needed to complete the review, the STATE will notify DEADWOOD in writing within the first two (2) business days of receipt of the project notification that the STATE'S response may take up to thirty (30) days from receipt of the notification as allowed by state law. Upon completion of the review, the STATE may initiate an investigation or may determine that no further review is required.

7. If the STATE initiates an investigation, the STATE will notify DEADWOOD in writing of the concerns and issues that need to be addressed through a Case Report as defined by ARSD 24:52. The STATE will provide direction as to the course of the investigation and the required elements of the Case Report. DEADWOOD will provide the STATE with requested additional information. The STATE will have twenty (20) business days from the date of receipt of information provided by DEADWOOD to review and comment.
8. The STATE may request additional information and will have an additional twenty (20) business days from receipt of the requested information for review. Upon completion of the review, the STATE will provide an official determination on the project.
9. If the STATE makes a final determination that the project will encroach upon damage or destroy historic property, DEADWOOD will make the final decision as to whether to allow the project to proceed. A project can proceed only after DEADWOOD has made a written determination, based upon the consideration of all relevant factors, that there is no feasible and prudent alternative to the proposal and that the program includes all possible planning to minimize harm to the historic property, resulting from such use, and ten days' notice of the determination has been given, by certified mail, to the STATE. A complete record of factors considered shall be included with such notice.
10. DEADWOOD and STATE will use the current *Deadwood, South Dakota: Comprehensive Historic Preservation Plan; Downtown Design Guidelines, Deadwood, South Dakota*; Applicable Deadwood City Ordinances and Building Codes; SDCL Chapter 1-19A; ARSD Article 24:52; and the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* in preparing and reviewing project reports and case reports.
11. The STATE and DEADWOOD will work closely regarding matters of common interest and historic preservation within the City of Deadwood. The STATE agrees that STATE staff will travel to DEADWOOD regularly and upon request, subject to mutually agreeable schedules.
12. DEADWOOD appoints its historic preservation officer as the liaison between DEADWOOD and the STATE for purposes of this Agreement and other historic preservation matters involving DEADWOOD and the STATE. The STATE appoints its historic preservation director as its liaison officer for such purposes.
13. This Agreement contains the entire Agreement between the parties, and is subject to and will be construed under the laws of the State of South Dakota, and may be amended only in writing signed by both parties.
14. The Agreement can be terminated upon thirty (30) days written notice by either party.
15. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This Agreement will be

terminated by the STATE if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the STATE nor does it give rise to a claim against the STATE.

16. This Agreement will continue in full force and effect until June 30, 2022.

DEADWOOD HISTORIC PRESRVATION COMMISSION

---

Michael Johnson, Chairperson Date

CITY OF DEADWOOD

---

Charles Turbiville, Mayor Date

SOUTH DAKOTA STATE HISTORICAL SOCIETY BOARD OF TRUSTEES

---

Brad Tennant, President Date

SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE

---

Jay D. Vogt, State Historic Preservation Officer Date



Account Management - (View)

File Edit Options Functions Help

Account

215 4576-640

Fiscal Year

2017 Current

Account Name

PROFES. SERV. STATE PRES. C

General | Balance | Budget | Budget Adjustments | History | Detail

Grid Graph

Year	Beginning Balance	Activity	Ending Balance	Original Budget	Adjustments	Ending Budget
2001	0.00	0.00	0.00	0.00	0.00	0.00
2002	0.00	40,000.00	40,000.00	40,000.00	0.00	40,000.00
2003	0.00	40,000.00	40,000.00	40,000.00	0.00	40,000.00
2004	0.00	40,000.00	40,000.00	40,000.00	0.00	40,000.00
2005	0.00	51,500.00	51,500.00	51,500.00	0.00	51,500.00
2006	0.00	0.00	0.00	51,500.00	0.00	51,500.00
2007	0.00	103,000.00	103,000.00	51,500.00	51,500.00	103,000.00
2008	0.00	51,500.00	51,500.00	51,500.00	0.00	51,500.00
2009	0.00	51,500.00	51,500.00	51,500.00	0.00	51,500.00
2010	0.00	51,500.00	51,500.00	51,500.00	0.00	51,500.00
2011	0.00	51,500.00	51,500.00	51,500.00	0.00	51,500.00
2012	0.00	51,500.00	51,500.00	51,500.00	0.00	51,500.00
2013	0.00	51,500.00	51,500.00	51,500.00	0.00	51,500.00
2014	0.00	51,500.00	51,500.00	51,500.00	0.00	51,500.00
2015	0.00	53,500.00	53,500.00	53,500.00	0.00	53,500.00
2016	0.00	55,500.00	55,500.00	55,500.00	0.00	55,500.00
2017	0.00	57,500.00	57,500.00	57,500.00	0.00	57,500.00

Edit This Record

View maryjo

Clear

Payment History  
 10m Cent  
 History of  
 payments to  
 the Historic  
 Society

# Transit options

12-18-17  
10N

1. Fund Prairie Hills Transit for 2018 Service. This option would continue service in the area that is currently being provided. PHT has requested 10000.00 for the 2018 season. Attached is a document from PHT showing service numbers for 2017 up to December 5<sup>th</sup>. I have been in contact with PHT and have been negotiating a lower cost. The amount that we budgeted for 2018 for transportation is 2500.00. This amount will not be accepted by PHT for the 2018 year. I have negotiated with PHT the amount that they would agree to is going to be 7500.00.
2. Run a transit system thru the City of Deadwood. This option would require obtaining a small Vehicle that is mobility Equipped. A new Vehicle would cost 40600.00. A low mileage unit would cost 22500.00. A lease option would cost us 650.00 per month. This vehicle would replace the current vehicle used for day to day operations at trolley department. Our expenses with Labor, fuel, and maintenance would be 9300.00 per year. This includes 12 hours of labor per week for driving. The labor expense in this option is 7200.00. This could be lowered if the Full time employee at the Trolley department is available to run the service.
3. Contract with Taxi Service. This option would require the City staff to field calls and schedule Taxis to pick up passengers as required. If we use the provided information from PHT this would run 8500.00 per year in taxi fares plus added labor for city staff. However in Deadwood no taxi cab companies have mobility type vehicles.
4. Do not offer service of this type. The trolley system is exiting the Grant program that required us to provide para transit service in our area. This means we no longer are required to offer this service. According to PHT we have 26 residents that use PHT for transportation. 19 of which are seniors, 7 which are under the age of 60 and 1 wheelchair.
5. Comments by staff. From August 1 to the 28<sup>th</sup> PHT did not offer services to Deadwood residents. In this time frame we had 6 calls for service. 5 were in Deadwood and 1 was in Spearfish to medical appointments. The trip out of town takes a minimum of 3 hours since the driver would normally wait at the location to bring the passenger back to Deadwood. Currently PHT offers rides for non-medical appointments and shopping. I feel this is a part of the service we may not offer unless it is within a 5 mile radius of the City of Deadwood. We do not want to become a low cost Taxi service. Currently PHT runs Monday thru Friday 7 am to 5 pm. They're in town rate is 2.50 per trip if under 60 and 2.50 per trip suggested donation for 60 and over. Some of the in town rides could be handled by the trolley system but would not be a true door to door service that is currently being offered.



2015 Tumble Weed Trail, Spearfish, SD 57783  
Office (605) 642-6668 Fax (605) 642-6434  
[www.prairiehillstransit.org](http://www.prairiehillstransit.org)

December 8, 2017

Deadwood Council Commissioners  
Sherman St  
Deadwood, SD 57732

City Council Members,

I have gathered the data you have requested, if you have any questions or would like me to attend a Council meeting for discussion, I would like to attend.

**January 1, 2017 to December 5, 2017**

How many Deadwood residents use Prairie Hills Transit?	<b>26</b>
How many are Senior riders (Over 60)?	<b>19</b>
How many are under 60 years of age?	<b>7</b>
How many in a wheelchair?	<b>1</b>
How many trips within Deadwood?	<b>333</b>
How many trips to and from Lead?	<b>1,613</b>
How many trips to Rapid City	<b>50</b>
How many trips to Ft Meade VA Clinic	<b>8</b>
How many trips to Spearfish	<b>112</b>

There was no service in Deadwood from August 1<sup>st</sup> to 28<sup>th</sup> 2017.

# RatingsDirect®

---

## Summary:

### Deadwood, South Dakota; Appropriations; General Obligation

#### Primary Credit Analyst:

Scott Nees, Chicago (1) 312-233-7064; scott.nees@spglobal.com

#### Secondary Contact:

Angel A Bacio, Centennial 303-721-4671; angel.bacio@spglobal.com

## Table Of Contents

---

Rationale

Outlook

Related Research

## Summary:

# Deadwood, South Dakota; Appropriations; General Obligation

### Credit Profile

Deadwood certs of part (ACA)

*Unenhanced Rating*

A+(SPUR)/Stable

Upgraded

Deadwood ICR

*Long Term Rating*

AA-/Stable

Upgraded

## Rationale

S&P Global Ratings raised its issuer credit rating (ICR) on Deadwood, S.D. to 'AA-' from 'A+' and its rating on the city's outstanding certificates of participation (COPs) to 'A+' from 'A.' The outlook is stable.

The upgrade reflects our view of the steady improvements that the city has seen across a number of rating factors, including improvements in wealth levels and some moderation in its debt levels, along with stable operating performance and the ongoing maintenance of extremely strong reserves.

The city's COPs are secured by monthly lease payments under the lease-purchase agreement, payable from any legally available source. The bonds are further secured by a debt service reserve account funded at closing at the lesser of maximum annual debt service (MADS) or 10% of par on all parity certificates outstanding. The rating is one notch below the city's ICR, reflecting appropriation risk. The 'AA-' ICR reflects our view of the city's stand-alone general creditworthiness and does not apply to any specific financial obligation.

The 'AA-' ICR reflects our view of the city's:

- Adequate economy, with a concentrated local tax base;
- Adequate management, with "standard" financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Adequate budgetary performance, with an operating surplus in the general fund but an operating deficit at the total governmental fund level in fiscal 2016;
- Very strong budgetary flexibility, with a high available fund balance in fiscal 2016 of 142% of operating expenditures;
- Very strong liquidity, with total government available cash at 135.5% of total governmental fund expenditures and 5.6x governmental debt service, and access to external liquidity we consider strong;
- Weak debt and contingent liability position, with debt service carrying charges at 24.3% of expenditures and net direct debt that is 124.6% of total governmental fund revenue, but rapid amortization, with 94.4% of debt scheduled to be retired in 10 years; and
- Strong institutional framework score.

### **Adequate economy**

We consider Deadwood's economy adequate. The city, with an estimated population of 1,275, is the Lawrence County seat. It is approximately 60 miles north of Rapid City near the Wyoming border. It has a projected per capita effective buying income of 97.1% of the national level and per capita market value of \$202,493. Overall, market value grew by 5.7% over the past year to \$258.2 million in 2017. Weakening Deadwood's economy is a concentrated local tax base, with the 10 largest taxpayers accounting for 37.9% of the total tax base. The county unemployment rate was 3.1% in 2016.

The city is one of a number of major tourist attractions in the Black Hills area, which also includes nearby Mt. Rushmore, the Badlands, and the city of Sturgis. The area attracts several million tourists each year, particularly during the summer when the population swells to the tens of thousands. The city's leading employers are mostly gaming establishments and hotels, and all of its major taxpayers are lodging and entertainment businesses. While the city's tax base is concentrated, we understand that the top taxpayers are stable and have no recent history of valuation appeals. Market value has improved in modest increments over the past few years, and management reports a few expansion projects among local businesses that we believe will support ongoing, modest near-term valuation growth.

### **Adequate management**

We view the city's management as adequate, with "standard" financial policies and practices under our FMA methodology, indicating the finance department maintains adequate policies in some, but not all, key areas.

Highlights to the FMA include:

- Line-item budgeting incorporating formal historical trend analysis and data from external sources;
- Monthly budget-to-actual reporting to the city commission and the ability to amend the budget as needed;
- A formal investment management policy and monthly reporting to the city commission on investment holdings and earnings; and
- A formal reserve policy requiring a minimum cash balance in the general fund of 100% of current-year budgeted expenditures to cover contingencies and because the city relies on economically sensitive revenue streams.

The city does not have a long-term financial plan or a debt management policy, and while it does have a five-year capital improvement plan, it does not meet our minimum requirements under our FMA criteria.

### **Adequate budgetary performance**

Deadwood's budgetary performance is adequate, in our opinion. The city had surplus operating results in the general fund of 17% of expenditures, but a deficit result across all governmental funds of negative 12.7% in fiscal 2016.

We have adjusted fiscal 2016 general fund transfers to exclude a \$3 million transfer out that was used for a nonrecurring capital project, and we have adjusted total governmental fund expenditures to exclude spending related to the same project and to include recurring transfers out to the city's enterprise funds. The city's adjusted budgetary performance has been adequate in recent years, largely because of deficit spending across governmental funds. The fiscal 2017 general fund budget was structured for a drawdown that was entirely based on a \$500,000 budgeted transfer out to complete the above-noted capital project begun in fiscal 2016. After adjusting for the transfer, the city's budget was break-even, and management indicates that the city is currently on target with the original budget. We expect the city's budgetary performance to remain adequate and in line with recent historical experience through the

next few years.

The city depends on what we view as potentially economically sensitive revenue, though this dependence has not created significant budget volatility. Gaming revenues comprised approximately half of governmental fund revenue in fiscal 2016. Under state statute, Deadwood's gambling distribution is capped at \$6.8 million plus 10% of the amount in excess of \$6.8 million. The city expects future revenues to be virtually the same, in the absence of state legislation lowering the capped amount the city can retain. The general fund also depends heavily on the city's 2% sales tax, which provided 64% of general fund revenue in 2016. Sales tax collections have grown modestly over the past three years, and the general fund has not been weakened by the dependence, as demonstrated by consecutive general fund surpluses (after adjustments) from 2008 through 2016.

### **Very strong budgetary flexibility**

Deadwood's budgetary flexibility is very strong, in our view, with a high available fund balance in fiscal 2016 of 142% of operating expenditures, or \$6.8 million. We expect the available fund balance to remain above 75% of expenditures for the current and next fiscal years, which we view as a positive credit factor.

The city recently adopted a formal fund balance policy requiring a minimum general fund cash balance equal to an entire year's budgeted expenditures, and it has consistently met this policy minimum. Despite a fairly sizable drawdown in fiscal 2016 for capital projects, the available fund balance remained at 143% of expenditures, and though we expect reserves to decline again in fiscal 2017 due to capital spending, we still anticipate reserves remaining in line with the city's policy minimum. Management has indicated as well that the city has no further plans to draw on its reserves at this time.

### **Very strong liquidity**

In our opinion, Deadwood's liquidity is very strong, with total government available cash at 135.5% of total governmental fund expenditures and 5.6x governmental debt service in 2016. In our view, the city has strong access to external liquidity if necessary.

The city's semi-frequent debt issuance supports our view that it will continue to enjoy strong access to external liquidity. Its investments were entirely in U.S. Treasury notes at the end of fiscal 2016, and accordingly, we do not consider its investment portfolio aggressive. The city has no direct-purchase or variable-rate debt and does not otherwise have contingent liquidity exposure.

### **Weak debt and contingent liability profile**

In our view, Deadwood's debt and contingent liability profile is weak. Total governmental fund debt service is 24.3% of total governmental fund expenditures, and net direct debt is 124.6% of total governmental fund revenue. Approximately 94.4% of the direct debt is scheduled to be repaid within 10 years, which is, in our view, a positive credit factor.

We understand the city has no additional debt plans at this time.

Deadwood's pension contributions totaled 0.9% of total governmental fund expenditures in 2016. The city made its full annual required pension contribution in 2016.

The city participates in the South Dakota Retirement System (SDRS), a cost-sharing, multiemployer defined-benefit pension plan. Its annual contributions are determined by the SDRS board in conformity with state statutes. SDRS's statutorily determined contributions have historically matched the actuarial contribution rates, and the plan was 96.9% funded at the state level as of the June 30, 2016 valuation. The city's proportionate share of the net pension liability at the end of fiscal 2016 was only \$449,996. The city does not offer other postemployment benefits.

### Strong institutional framework

The institutional framework score for South Dakota cities with revenues greater than \$600,000 is strong.

## Outlook

The stable outlook reflects our expectation that Deadwood will continue to see stable operating performance and reserves that are extremely strong and in line with the city's formal fund balance policy, requiring a minimum reserve equal to a year's expenditures. We do not expect to change the rating within the two-year outlook horizon.

### Downside scenario

We could lower the rating if the city's budget were to fall out of structural balance, resulting in a sharp falloff in reserves, or if the city's economic metrics were to decline to levels no longer consistent with similarly rated peers.

### Upside scenario

We could raise the rating with some combination of economic diversification (both in the form of tax base and employment base diversification) and moderation in the city's direct debt burden.

## Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Incorporating GASB 67 And 68: Evaluating Pension/OPEB Obligations Under Standard & Poor's U.S. Local Government GO Criteria, Sept. 2, 2015

### Ratings Detail (As Of September 29, 2017)

Deadwood rfdg certs of part

*Long Term Rating*

A+/Stable

Upgraded

Deadwood APPROP

*Long Term Rating*

A+/Stable

Upgraded

Many issues are enhanced by bond insurance.

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at [www.standardandpoors.com](http://www.standardandpoors.com) for further information. Complete ratings information is available to subscribers of RatingsDirect at [www.globalcreditportal.com](http://www.globalcreditportal.com). All ratings affected by this rating action can be found on the S&P Global Ratings' public website at [www.standardandpoors.com](http://www.standardandpoors.com). Use the Ratings search box located in the left column.





Copyright © 2017 by Standard & Poor's Financial Services LLC. All rights reserved.

No content (including ratings, credit-related analyses and data, valuations, model, software or other application or output therefrom) or any part thereof (Content) may be modified, reverse engineered, reproduced or distributed in any form by any means, or stored in a database or retrieval system, without the prior written permission of Standard & Poor's Financial Services LLC or its affiliates (collectively, S&P). The Content shall not be used for any unlawful or unauthorized purposes. S&P and any third-party providers, as well as their directors, officers, shareholders, employees or agents (collectively S&P Parties) do not guarantee the accuracy, completeness, timeliness or availability of the Content. S&P Parties are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, for the results obtained from the use of the Content, or for the security or maintenance of any data input by the user. The Content is provided on an "as is" basis. S&P PARTIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, FREEDOM FROM BUGS, SOFTWARE ERRORS OR DEFECTS, THAT THE CONTENT'S FUNCTIONING WILL BE UNINTERRUPTED OR THAT THE CONTENT WILL OPERATE WITH ANY SOFTWARE OR HARDWARE CONFIGURATION. In no event shall S&P Parties be liable to any party for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including, without limitation, lost income or lost profits and opportunity costs or losses caused by negligence) in connection with any use of the Content even if advised of the possibility of such damages.

Credit-related and other analyses, including ratings, and statements in the Content are statements of opinion as of the date they are expressed and not statements of fact. S&P's opinions, analyses and rating acknowledgment decisions (described below) are not recommendations to purchase, hold, or sell any securities or to make any investment decisions, and do not address the suitability of any security. S&P assumes no obligation to update the Content following publication in any form or format. The Content should not be relied on and is not a substitute for the skill, judgment and experience of the user, its management, employees, advisors and/or clients when making investment and other business decisions. S&P does not act as a fiduciary or an investment advisor except where registered as such. While S&P has obtained information from sources it believes to be reliable, S&P does not perform an audit and undertakes no duty of due diligence or independent verification of any information it receives.

To the extent that regulatory authorities allow a rating agency to acknowledge in one jurisdiction a rating issued in another jurisdiction for certain regulatory purposes, S&P reserves the right to assign, withdraw or suspend such acknowledgment at any time and in its sole discretion. S&P Parties disclaim any duty whatsoever arising out of the assignment, withdrawal or suspension of an acknowledgment as well as any liability for any damage alleged to have been suffered on account thereof.

S&P keeps certain activities of its business units separate from each other in order to preserve the independence and objectivity of their respective activities. As a result, certain business units of S&P may have information that is not available to other S&P business units. S&P has established policies and procedures to maintain the confidentiality of certain non-public information received in connection with each analytical process.

S&P may receive compensation for its ratings and certain analyses, normally from issuers or underwriters of securities or from obligors. S&P reserves the right to disseminate its opinions and analyses. S&P's public ratings and analyses are made available on its Web sites, [www.standardandpoors.com](http://www.standardandpoors.com) (free of charge), and [www.ratingsdirect.com](http://www.ratingsdirect.com) and [www.globalcreditportal.com](http://www.globalcreditportal.com) (subscription), and may be distributed through other means, including via S&P publications and third-party redistributors. Additional information about our ratings fees is available at [www.standardandpoors.com/usratingsfees](http://www.standardandpoors.com/usratingsfees).

STANDARD & POOR'S, S&P and RATINGSDIRECT are registered trademarks of Standard & Poor's Financial Services LLC.

General Info regarding  
S&P Ratings - M.J.

# Standard and Poor's: The Company and Its Ratings

**Definition:** Standard & Poor's is a business intelligence corporation. Its corporate name is S&P Global. It provides credit ratings on bonds, countries and other investments. S&P Global also calculates more than one million stock market indices. The most well-known is the S&P 500. The company provides customized analysis using its data.

Standard and Poor are the names of the two financial companies that merged in 1941.

It's ironic that a company that measures wealth has the word "poor" in its title. That name came from one of the company's founders, Henry Varnum Poor. In 1860, he published the *History of Railroads and Canals of the United States*. Mr. Poor was concerned about the lack of quality information available to investors. His book began a campaign to publicize details of corporate operations. (Source: "Who We Are," S&P Global.)

## Standard & Poor's Ratings

The S&P rating is a credit score that describes the *general* creditworthiness of a company, city or country that issues debt. The Standard and Poor's company rates how likely a debt will be repaid. The ratings are for information only. They aren't investment recommendations nor do they predict the probability of default. S&P also rates the creditworthiness of individual bonds. Here's more about the different types of bonds.

You can use S&P ratings to help you decide whether to buy a bond.

It will also tell you how a country's economy is doing. That can help you in other investments like forex trades or foreign stocks.

**How S&P Creates the Ratings.** S&P analysts create the ratings. They get information from published reports such as annual reports, press releases and news articles. They also interview the management of the company they are rating.

The analysts then assess the company's financial condition, operating performance and policies. Most important, they form an opinion about the company's risk management strategies.

In the beginning, Standard & Poor's sold their reports to investors. S&P changed that policy when copy machines were invented. It worried that investors would copy the reports and distribute them to their friends. Instead, it started charging the companies it was rating.

Standard & Poor's has come under criticism for that change. Critics doubt that S&P can adequately evaluate its paying customers.

**How the Ratings Scale Works.** An S&P rating is a letter grade. The best is 'AAA'. That means it is highly likely that the borrower will repay its debt. The worst is 'D,' which means the issuer has already defaulted.

Standard & Poor's uses multiple letters, and pluses or minuses, to indicate strength. That creates 17 ratings even though it only uses four letters. Three letters are better than two or one. Pluses are better than minuses. (Source: Standard & Poor's Ratings Definitions.)

**Bond Ratings.** A bond that receives a high letter grade can pay a lower interest rate than one with a lower grade. That's because it is not as risky.

It offers less return. Companies, cities and countries work hard to keep a high letter grade so they can get loans and pay that low-interest rate.

The table below shows the specifics for long-term bonds. Letter grades of BB+ or lower are speculative. That means the company has to pay a lot more in interest to offset the increased risk. Some buyers like these "junk bonds" because they pay high interest.

**Ratings Scale for Long-Term Bonds**

Letter Grade	Grade	Capacity to Repay
AAA	Investment	Extremely strong
AA+, AA, AA-	Investment	Very strong
A+, A, A-	Investment	Strong
BBB+, BBB, BBB-	Investment	Adequate
BB+, BB	Speculative	Faces major future uncertainties
B	Speculative	Faces major uncertainties
CCC	Speculative	Currently vulnerable
CC	Speculative	Currently highly vulnerable
C	Speculative	Has filed bankruptcy petition
D	Speculative	In default

(Source: "About Credit Ratings," Standard & Poor's.)

S&P also offers ratings on short-term debt. That has a slightly different scale. S&P also provides outlook ratings for the next six months to two years. Those are *positive, negative, stable* or *developing*.

**Country Ratings.** S&P publishes ratings for 130 countries. The company analyzes how likely it is that a country will default on its sovereign debt. It bases this on its analysis of four factors. It looks at whether the country's government is stable and follows sustainable fiscal policies. It reviews the country's economic strength and its growth prospects. It takes a look at foreign direct investment. The analysts give an opinion on whether the nation's central bank is independent of

its government and uses good monetary policy. (Source: "Global Sovereigns," S&P Global Ratings.)

**S&P Ratings Role in the 2008 Financial Crisis.** Critics blame the S&P and other rating agencies for the 2008 financial crisis. S&P rated mortgage-backed securities "Investment Grade" even though they held many tranches from subprime mortgages. The critics note that S&P was reluctant to give a low grade to its customers. For more, see What Caused the 2008 Financial Crisis?

In 2011, S&P downgraded U.S. Treasury debt from AAA to AA+. S&P was concerned that Congress and President Obama didn't put together a solid enough debt reduction plan. The credit downgrade sent the Dow plummeting in August 2011.

Many analysts noted the irony. S&P helped cause the recession. It then punished the government for the debt created by that same recession. The U.S. debt rose 40 percent thanks to recession-generated lower revenue and higher spending.

## **S&P 500**

Standard & Poor's also publishes the S&P 500. It's a stock market index that tracks the 500 most widely held stocks on both the New York Stock Exchange and the NASDAQ.

Its goal is to represent the entire stock market. It does this by reflecting the risk and return of all large cap companies.

12-18-17  
11C

**SilverSneakers® Fitness Program – Basic Participant Access Program Description:**

In exchange for the compensation to be paid by Tivity Health, Facility shall offer the Program to Participants of the Sponsoring Organization as a fully subsidized program for Medicare, Group Retirees and Older Adults that includes a basic fitness membership, which may include other Tivity Health services, for Participants provided through a network of facilities; also included in the Program are all facets presented in the Terms and Conditions section of the Partner Location Agreement. Program brands include SilverSneakers® Fitness program, Tivity Health ACCESS, and other brand names for the Mature Market Fully Subsidized Program communicated to Facility by Tivity Health from time to time.

---

**Prime® (Fully Subsidized for Participant) Program Description:**

In exchange for the compensation to be paid by Tivity Health, Facility shall offer the Program to Participants of the Sponsoring Organization as a Commercial Fully Subsidized Program; The Program includes basic fitness membership services for Participants provided through a network of facilities; also included in the Program are all facets presented in the Terms and Conditions section of the Partner Location Agreement. Program Brands include Prime®, Prime MCA, and other brand names for the Commercial Fully Subsidized Program communicated to Facility by Tivity Health from time to time.

- a) Introductory Orientation for Prime Participants. Facility shall offer the Program to all Participants identified by Tivity Health as eligible for the Program. In addition to a basic fitness membership at no cost to the Participant, Facility shall provide Participants with an added value program component (i.e., a thirty (30) minute personalized orientation session or personal training session).
- 

**Prime Private Brand® (Participant Pay Program) Program Description:**

In exchange for the compensation to be paid by Tivity Health, Facility shall offer the Program to Participants of the Sponsoring Organization a Commercial Participant Pay Program; also included in the Program are all facets presented in the Terms and Conditions section of the Partner Location Agreement. For purposes of this Program, Participant Pay is defined as a monthly payment made by Participant to Tivity Health to participate in the Program. Program brands include Prime PB and other brand names for the Commercial Participant Pay Program communicated to Facility by Tivity Health from time to time.

- a) Introductory Orientation for Prime Participants. Facility shall offer the Program to all Participants identified by Tivity Health as eligible for the Program. In addition to a basic fitness membership at no cost to the Participant, Facility shall provide Participants with an added value program component (i.e., a thirty (30) minute personalized orientation session or personal training session).
- 

**Health Fitness Reimbursement Program (HFRP) Program Description:**

Facility agrees to offer Participants eligible for the Health Fitness Reimbursement Program discounted rates and/or fees. Facility may charge Participant applicable taxes in addition to the rates agreed to under the Pricing and Payments section of the Agreement. Facility shall offer the Program to Participants of the Sponsoring Organization a basic fitness membership services, which may include other Tivity Health services, for Participants; also included in the Program are all facets presented in the in the Terms and Conditions section of the Agreement.

- a) One-Week Trial. Facility shall offer a minimum of a one-week trial membership for each eligible Participant at no cost to Participant, Sponsoring Organization or Tivity Health.
- 

Reverse

**WholeHealth Living Choices Program Description**

The WholeHealth Living Choices Program is a discount cash payment arrangement whereby Facility agrees to provide to individuals who are eligible for this program access to Facility services at a minimum of 10% off at least one of the Facility's published rates.