

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
Regular Meeting
5:00 p.m. October 3, 2016

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 September 19, 2016**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**
 - A. Proclamation-World Habitat Day
 - B. Lead-Deadwood Regional Hospital requests exception from the sign ordinance to display a banner during the month of October for Breast Cancer Awareness Month and waive the fee.
 - C. Robert Ekman presentation regarding The Chalets at Deadwood Mountain Grand
6. **CONSENT AGENDA**

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

 - A. Purchase annual holiday garland and greens from Trinity United Methodist Church youth at cost of \$1,690.00 from Bed and Booze community promotion.
 - B. Accept resignation from seasonal Trolley Driver, Doug Magnuson, effective September 25, 2016
 - C. Permission for Mayor to sign Oakridge Cemetery Replacement Certificate of Purchase for Earl and Maxine Engebretson.
 - D. Permission for Mayor to sign contract with Forgey Construction to repair sidewalk across from the library for \$5,500.00. (approved September 19, 2016)
 - E. Permission for Mayor to sign contract with Schmidt Construction to replace street panels on Pleasant Street and Shine Street for \$19,100.00. (approved September 19, 2016)
 - F. Permission to purchase 100 tons of road salt from Black Strap Inc. @ \$82.00 per ton
 - G. Permission to purchase 300 tons of sanding fines from Hills Material @ 14.80 per ton

- H. Permission to make application for Natural Resources Damage Assessment (NRDA) funding for Whitewood Creek Restoration
- I. Pass Resolution 2016-20 to Appoint BID 7 board members
- J. Accept Public Works Director's recommendation to increase hours of custodian Karla Dower from 19 hours per week to 29 hours per week and add certain benefits effective October 9.
- K. Permission to purchase 5500 gallons of gasoline from Southside at \$2.12 per gallon
- L. Permission to increase wages for the following employees: Police Reserve Casey Nelson from \$12.91 hr. to \$13.80 hr. effective October 2, 2016 after four years of service; Administrative Asst. Rhonda McGrath from \$16.32 hr. to \$17.22 hr. effective October 5, 2016 after one year of service; Collections Intern, Lili Sjomeling from \$9.15 hr. to \$9.69 hr. effective October 16, 2016 after 3 years of service.
- M. Publish Request for Proposal for naming rights at Welcome Center, with proposals due on January 10, 2017.
- N. Permission for Randy Pfarr, Tom Kruzel, John Tridle, Trent Mohr, Bob Nelson Jr. and Bob Nelson Sr. to attend 2016 Safety and Loss Control Training Conference in Pierre on November 9 and 10, 2016. Request use of vehicle, lodging and meals not included at conference.

7. BID ITEMS

- A. Results of bids opened at 2:00 p.m. on September 29 for city steps and retaining wall at 1 Forest Street: Journey Const. dba Ainsworth-Benning \$74,400.00, RCS Construction \$93,000.00, Tru-Form Concrete \$130,000.00. Bid bonds included and addendum acknowledged. Recommend approval of low bid.
- B. No bids received for abandoned vehicle surplus bid opening scheduled at 3:00 p.m. on September 29. Since no bids were received, Finance Office requests permission to sell without notice.

8. PUBLIC HEARINGS

- A. Hold public hearing for open container on October 14 and 15 for Wild West Songwriters Festival
- B. Hold public hearing on October 3 for street closure on October 7 for Homecoming Parade
- C. Continue discussion on public hearing from September 19, 2016 to October 17 regarding intent to consider lease of Welcome Center at 501 Main Street to Deadwood Chamber of Commerce

9. OLD BUSINESS

10. NEW BUSINESS

- A. Acknowledge September 30 payoff of Parking Revenue Bond in the amount of \$675,000.00 principal and \$2,946.72 interest.
- B. Approve Change Order #5 at Deadwood Welcome Center and Parking Lot project. Change order reduces cost of project by \$98,829.00 bringing total cost to \$6,452,603.98
- C. Parking and Transportation recommendation-accept letter of intent from Deadwood Business Club for naming rights for meeting room at Lower

Main Welcome Center. Allow City Attorney to draft contract. Contract term is five years at \$1,000.00 per year.

- D. Acknowledge vote taken at Board of Adjustment meeting September 21, 2016 to approve Contract for Private Development, assign number 2016-18 to approved Resolution to Create Tax Increment District #10 Boundaries, assign number 2016-19 to approved Resolution Approving the Project Plan for Tax Increment District #10
- E. First Reading of Ordinance #1247 to amend Chapter 5.28 Vending, and require non-profits to follow application process
- F. First Reading of Ordinance #1248 to amend Chapter 3.20 to Continue Business Improvement District 7
- G. First Reading of Ordinance #1249 to amend Chapter 3.16 to Continue Business Improvement District 1-6
- H. First Reading of Ordinance #1250 to amend Chapter 17.68.090 and 17.68.100 Concerning Demolition by Neglect and Minimum Maintenance Ordinance Change
- I. Request for change order to add additional office to Welcome Center. Cost for one office complete \$16,600.00 or one office roughed in \$8,100.00.
- J. Accept low quote from Mehlberg Construction in the amount of \$41,428.65 to construct retaining wall at Wabash Street. If approved, allow Mayor to sign contract. Project will be paid from Historic Preservation capital assets-retaining walls.
- K. Request for easement agreement from Berg Jewelry to allow for staircase encroaching upon sidewalk at 650 Main.
- L. Permission to seek quotes for crow's nest renovation at Event Center. If approved, quotes will be due November 1, with results to City Commission on November 7.
- M. Allow Deadwood Lead Economic Development to occupy a vacant office at Deadwood City Hall

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. City offices will be closed October 10 in observance of Native American Day
- B. 15th Annual Kidweird will take place on Monday, October 31 from 5:00 p.m. to 8:00 p.m. at Deadwood Pavilion.

12. EXECUTIVE SESSION

Executive Session for Legal Matters per SDCL1-25-2 (3) with possible action
Executive Session for Personnel Matters per SDCL 1-25-2 (1) with possible action

13. ADJOURNMENT

REGULAR MEETING, SEPTEMBER 19, 2016

The Regular Session of the Deadwood City Commission convened on September 19, 2016 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, Gary Todd and Jim Van Den Eykel. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Van Den Eykel moved, Speirs seconded to approve the minutes of September 6, 2016. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Ruth moved, Todd seconded to approve the September 19, 2016 disbursements. Roll Call: Aye-All. Motion carried.

A & J SUPPLY	SUPPLIES	38.40
ACE HARDWARE	SUPPLIES	30.89
ACTION MECHANICAL	HUMIDIFIER	16,856.00
AINSWORTH-BENNING	PROJECT	152,700.00
ALBERTSON ENGINEERING	PROJECT	5,994.74
ALLEN, MEL	MEETINGS	125.00
ALSCO	SUPPLIES	114.05
AMAZON	SERVICE	209.08
ANFINSON, BONNY	REIMBURSEMENT	284.00
BERG, DALE	MEETINGS	250.00
BIESIOT, TONY	MEETINGS	75.00
BH CHEMICAL	SUPPLIES	413.14
BH PIONEER	ADS	636.37
BLAIR, THOMAS	MEETINGS	300.00
BUREAU OF LAND MANAGEMENT	APPLICATION	100.00
CAI CONSTRUCTION	PROJECT	27,459.00
CENTURY BUSINESS	CONTRACT	325.99
CHAINSAW CENTER	SUPPLIES	409.41
CULLIGAN	SUPPLIES	173.00
DAKOTA BUSINESS	CONTRACT	160.90
DEADWOOD ALIVE	SERVICE	1,500.00
DEADWOOD CHAMBER	SERVICE	16,786.02
DVFD	REIMBURSEMENT	1,991.84
DEADWOOD HISTORY	SERVICE	122.50
DEADWOOD-LEAD ECONOMIC	SERVICE	75.00
ECOLAB	SERVICE	150.00
FARMER BROTHERS	SUPPLIES	35.45
FARRIER, MARIE	MEETINGS	125.00
FLACK TRUCKING	SERVICE	385.00
FLOYD, LAURA	MEETINGS	225.00
GALLS	UNIFORMS	219.95
GENE'S LOCK SHOP	SERVICE	826.74
GOLDEN WEST	SERVICE	2,686.03
INTERSTATE ENGINEERING	PROJECT	1,500.00
JACOBS WELDING	SUPPLIES	64.00
JOHNSON, MICHAEL	MEETINGS	250.00
KEEHN, LENESEA	REIMBURSEMENT	85.37
KONE	INSPECTION	280.14
LAWRENCE CO. REGISTER	FEES	270.00
LEAD-DEADWOOD SANITARY	USAGE	33,991.02
LEWIS, TRACY	PROJECT	3,428.53
LOTUS LLC	PROJECT	8,428.99
LYNN'S	SUPPLIES	46.45
M&M SANITATION	RENTAL	230.00
MIDCONTINENT	SERVICE	65.00
NAMMINGA, LYNN	MEETINGS	300.00
NEIGHBORHOOD LENDING	SERVICE	750.00
NEVE'S	UNIFORMS	124.85
NORTHERN HILLS TECHNOLOGY	SERVICE	175.00
NORTHWEST PIPE FITTINGS	SUPPLIES	187.94
OFFICE DEPOT	SUPPLIES	357.93
OFTEDAL CONSTRUCTION	PROJECT	40,320.60
OLSON, STEVE	REIMBURSEMENT	990.00
PANNIER	PROJECT	4,109.00
PARTSMASTER	SUPPLIES	433.82
PASSPORT PARKING	METERS	106.75
PETE LIEN & SONS	CONCRETE	425.00
PETTY CASH	HP	134.86
PITNEY BOWES	LEASE	237.93
POSEY, JIM AND BEVERLY	GRANT	8,800.00
REGIONAL HEALTH	IMMUNIZATIONS	122.00
ROSENBAUM'S SIGNS	PROJECT	44,252.00
RUNGE, BRETT	MEETINGS	125.00
SAFELITE AUTOGLASS	FOCUS	226.85
SANITATION PRODUCTS	SUPPLIES	726.00
SD COMMISSION ON GAMING	CITY SLOTS	27,443.18
SD DEPT. OF CORRECTIONS	FIREWISE	3,336.69
SD DEPT. OF REVENUE	TAXES	7,217.80
SD MUNICIPAL LEAGUE	CONFERENCE	215.00
SD ONE CALL	SERVICE	64.96
SD PUBLIC ASSURANCE ALLIAN	INSURANCE	224,036.59
SD STATE ARCHIVES	MICROFILM	3,772.80
SD STATE HIST.SOCIETY/ARCH	PROJECT	4,941.62
SHEDD, JIM	MEETINGS	125.00
SOUTHSIDE OIL	SERVICE	1,960.00

REGULAR MEETING, SEPTEMBER 19, 2016

SOUTHSIDE SERVICE	SERVICE	264.65
SPEARFISH AUTO SUPPLY	SUPPLIES	3.96
STATE OF SOUTH DAKOTA	FEMA	2,865.63
STURDEVANT'S	SUPPLIES	1,491.42
SUMMIT SIGNS	SIGNS	151.00
TOEWS, LYMAN	MEETING	300.00
TOMS, DON	RECORDS	780.00
TRIPLE K	SERVICE	4,006.97
TRUGREEN	SERVICE	160.00
TUSHA, DEONNE	REIMBURSEMENT	42.95
TWILIGHT	SUPPLIES	146.50
TWIN CITY HARDWARE	PROJECT	2,364.52
UMENTHUM, KEITH	PROJECT	550.00
WASTE CONNECTIONS	SERVICE	8,500.40
WESTERN COMMUNICATIONS	SUPPLIES	6.00
WILLIAMS, CHUCK	MEETINGS	300.00
WOODLAND CONSTRUCTION	PROJECT	14,602.32
TOTAL		\$692,978.49

ITEMS FROM CITIZENS ON AGENDA

Letter

Bruce Hintz, Department of Legislative Audit, appeared to request permission for the Mayor and Finance Officer to sign the engagement letter for the 2015 audit. Hintz invited the Commissioners to visit with Legislative Audit regarding any concerns and questions. Todd moved, Speirs seconded said request. Roll Call: Aye-All. Motion carried.

Request

Tony Sieber, General Manager at Gold Dust, asked the Commission to reconsider the validations rates for businesses at the Broadway Parking Ramp. Sieber talked about the rate structure and asked that the rate revert to \$6.00 instead of \$10.00. Mayor Turbiville read parts of the minutes from previous meetings concerning discussion on rates. No motion was made to adjust. Mayor thanked Sieber for his time. Roll Call: Aye-All. Motion carried.

CONSENT

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

- A. Permission to advertise in house for Water Superintendent position and advertise in local newspaper and other means if necessary. If position is filled by existing employee, permission to post remaining vacant city position in same manner
- B. Accept resignation from Fire Dept. Administrative Assistant, Lynette Quaschnick, effective September 20, 2016: and grant permission to advertise for a replacement in-house for five days and if needed in local newspaper and other means
- C. Permission for Mayor to sign contract with Lead-Deadwood Regional Hospital for use of swimming pool from November 1, 2016 to October 31, 2017 (no changes from previous year)
- D. Approve Request for Proposal for Event Center Concessionaire with proposal deadline of October 11, 2016 at 2:00 p.m. mountain time
- E. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Bernard Schuchmann and Jesus Joseph Antuna
- F. Permission to hire Dale Marlow as Trolley Driver at \$9.69 hr. effective September 20, 2016, pending pre-employment drug screening
- G. Permission to remove the following employees from payroll effective September 1, 2016: Trolley Driver, Roberta Odson; and seasonal Parks employees, Colt Bradley, Colt Radensleben and Kate Goin
- H. Permission for Librarian, Jeanette Moodie, to attend the 2016 S.D. Library Association Conference September 28 – October 1, 2016 in Watertown, S.D.; Registration in the amount of \$260.00 plus motel and travel expenses
- I. Permission for trolley to transport individuals to Mt. Moriah on September 29, 2016 for the reinternment of the skeletal remains found behind the retaining wall at Jackson and Taylor, and to waive fees.

REGULAR MEETING, SEPTEMBER 19, 2016

PUBLIC HEARINGS

Ruth moved, Speirs seconded to waive 45-day requirement for Special Event Application and set public hearing on October 3 for open container on October 12 and 15 for Wild West Songwriters Festival. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to waive 45-day requirement for Special Event Application and set public hearing on October 3 for street closure on October 7 for Homecoming Parade. Roll Call: Aye-All. Motion carried.

Public hearing was opened at 5:09 p.m. by Mayor Turbiville to consider lease agreement between City and Deadwood Chamber of Commerce for Welcome Center at 501 Main St. During discussion, Commissioner Speirs requested additional information regarding other parties who are currently leasing property from the City. Van Den Eykel moved, Speirs seconded to approve draft agreement and direct Attorney to forward onto Board of Directors of the Chamber for comments and suggestions. Ruth said approval is preliminary since draft is not in final form, and would rather approve the intent to lease and allow time to negotiate with a team, which would consist of the Chamber and other entities or people appointed from City Commission. Hearing closed. After discussion Van Den Eykel moved, Speirs seconded to amend the motion to continue the public hearing and direct Attorney to send copies of the draft agreement to the Chamber. Commissioner Speirs requested copies of lease agreements between the City and Deadwood History Inc. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Discussion

Discussion was held concerning proposed surcharge on tickets sold at Event Center. Mayor Turbiville stated a meeting was held on September 13 with event stakeholders, city representatives, and the Chamber. He stated it was a lengthy discussion about the reasoning behind the surcharge, which includes; city staff time invested into the events, maintenance to the facility, upgrades, and questions arose as how to determine which events pay and which do not. Commissioner Van Den Eykel supported surcharge and requested a list of expenses for all events in Deadwood, including those in addition to event center. Commissioner Speirs stated this is an opportunity to try to investigate what benefits are derived from these events as well, and requested a cost benefit analysis associated with the events like the Days of '76 or Deadwood Snocross. Commissioner Todd stated that would be great information but would not agree to a surcharge for the Chamber sponsored events. Commissioner Ruth agreed with Todd and would like time to determine what events should be surcharged as well as a cost benefit analysis. Ruth moved, Speirs seconded to continue discussion to gather more information. Roll Call: Aye-All. Motion carried.

Ordinance #1246

Van Den Eykel moved, Ruth seconded to approve second reading of 2017 Budget Appropriation Ordinance #1246. Roll Call: Aye-All. Motion carried.

Permission

Speirs moved, Van Den Eykel seconded to upgrade to LED lighting at Broadway Parking Garage at cost of \$27,000.00, less incentive of \$11,250.00, and savings of \$1150.00 per month thereafter. Roll Call: Aye-All. Motion carried.

Speirs moved, Todd seconded to replace Cummins after treatment device on Trolley #155 from Eddie's Truck at cost not to exceed \$8,500.00. Roll Call: Aye-All. Motion carried.

Contracts

Speirs moved, Ruth seconded to allow the Mayor to sign contracts for two McGovern Hill water tank-mixing systems from Utility Services Group. Annual fees of \$24,114.00 per tank for four years, and \$8,442.00 in year five. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, SEPTEMBER 19, 2016

Change Orders

Van Den Eykel moved, Speirs seconded to approve Change Order #7 for Highway 85/285 project in the amount of \$354,979.44 for cost of decorative light poles and luminaires. Per agreement, City will reimburse Dept. of Transportation. Discussion was held regarding funding source but no action was taken. \$266,000.00 has been obligated from Historic Preservation Fund. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to approve Change Order #1 for Shared Use Path on North side of Highway 85, connecting to existing Mickelson Trail. Total amount of change order is \$19,122.80 for extra work to remove rails and ties, additional undercut performed for footing of the building, and Davis Bacon wage rate, which will be adjusted after work is complete. City to reimburse Dept. of Transportation. Roll Call: Aye-All. Motion carried.

Quote

Ruth moved, Speirs seconded to accept low quote from Forgey Construction, LLC for sidewalk repair at Methodist Park in the amount of \$5,500.00 and allow Attorney to prepare contract. Roll Call: Aye-All. Motion carried.

Speirs moved, Todd seconded to accept low quote from Bill Schmidt for street panel repair on Pleasant Street in the amount of \$13,500.00 and allow Attorney to prepare contract. Roll Call: Aye-All. Motion carried.

Change Order

Ruth moved, Speirs seconded to approve Change Order #2 for the Retaining Wall at 84 Van Buren in the amount of \$7,638.00, bringing total cost to \$257,047.34. Roll Call: Aye-All. Motion carried.

Petition

Ruth moved, Van Den Eykel seconded the Petition for Vacation of a Portion of Street Right-Of-Way of Williams Street, and set Public Hearing on October 17, 2016. Roll Call: Aye-All. Motion carried.

Payment

Speirs moved, Ruth seconded to approve payment to Rogers Construction in the amount of \$7,744.93 for rehabilitation work at Keene Park. Invoice will be paid from Capital Improvement Parks Budget. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Williams Street Resident, John Hopkins, spoke to Commission concerning a need for a turnaround area on Williams Street.

Attorney Riggins requested Executive Session for legal matters per SDCL 1-25- 2(3) with possible action.

ADJOURNMENT

Todd moved, Van Den Eykel seconded to adjourn the regular session at 5:41 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2 (3) with possible action. The next regular meeting will be on Monday October 3, 2016.

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

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PACKET: 03881 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3309	THE LORD'S CUPBOARD					
		I-092216	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	82.56
01-4055	DEADWOOD GULCH SALOON					
		I-090916	101-3000-207	SIGN PERMITS REFUND FOR SIGN PERMIT	000000	60.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	142.56
01-3343	L.L. BEAN, INC.					
		I-OE03125471	101-4111-426	SUPPLIES SERVICE AWARD JACKETS	000000	454.89
			DEPARTMENT 111	COMMISSION	TOTAL:	454.89
01-2394	GUNDERSON, PALMER, NELS					
		I-70422	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	3,561.96
			DEPARTMENT 141	ATTORNEY	TOTAL:	3,561.96
01-0433	WELLMARK BLUE CROSS BLU					
		I-10/01/16	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,978.89
01-0578	TWIN CITY HARDWARE & LU					
		I-D347083	101-4142-426	SUPPLIES CALCULATOR - FINANCE	000000	79.99
01-0800	MORRISON, RONDA					
		I-092816	101-4142-415	GROUP INSURAN REIMBURSEMENT	000000	275.54
01-1171	A & B BUSINESS SOLUTION					
		I-IN325415	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	108.17
01-3079	PEPPMEIER, JANICE					
		I-092116	101-4142-415	GROUP INSURAN REIMBURSEMENT	000000	441.70
01-3877	MUTUAL OF OMAHA					
		I-578383204	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	7.26
01-4054	BLR - BUSINESS & LEGAL					
		I-17775174	101-4142-422	PROFESSIONAL FAIR LABOR STANDARDS HANDBOOK	000000	536.99
			DEPARTMENT 142	FINANCE	TOTAL:	3,428.54
01-0213	TRUGREEN CHEM-LAWN					
		I-53629090	101-4192-422-03	PROFESSIONAL VEGETATIONCONTROL/SOFTBALL	000000	236.50
		I-53635886	101-4192-422-11	PROFESSIONAL VEGETATION CONTROL/GORDON PK	000000	60.00

PACKET: 03891 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0223	COCA COLA BOTTLING HIGH					
		I-1647793	101-4192-426	SUPPLIES COFFEE/PUBLIC BLDGS	000000	61.00
		I-1909378	101-4192-426-06	SUPPLIES - DA (24576) OZ USAGE AT GRANDSTAND	000000	521.60
01-0225	WESTERN STAR, INC.					
		C-17953	101-4192-425-12	REPAIRS - PAV REVERSE SALES TAX PAID PREV.	000000	8.12-
		C-17954	101-4192-425-12	REPAIRS - PAV REVERSE SALES TAX PAID PREV.	000000	3.24-
		I-18195	101-4192-425-14	REPAIRS - STR REPLACEMENT PANELS-DOOR/STRTS	000000	763.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-10/01/16	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,561.56
01-0551	MENARD'S					
		I-97014	101-4192-426-17	SUPPLIES - DA 10 AMP TIME DLY FUSE/DAYS MUSE	000000	10.47
01-0553	MONTANA DAKOTA UTILITIE					
		I-GAS 09-23-16 ADAMS	101-4192-428-02	UTILITIES - A NATURAL GAS 8/24-9/22/16/ADAMS	000000	63.63
		I-GAS 09-23-16 ADM H	101-4192-428-01	UTILITES - AD NATURAL GAS 8/24-09/22/16/A HS	000000	84.00
		I-GAS 09-23-16 CITY	101-4192-428-04	UTILITIES - C NATURAL GAS 8/24-09/22/16/CITY	000000	94.69
		I-GAS 09-23-16 FIRE	101-4192-428-07	UTILITIES - F NATURAL GAS 8/24-9/22/16/FIRE	000000	64.13
		I-GAS 09-23-16 GAYVI	101-4192-428	UTILITIES NATURAL GAS 8/24-09/22/16/GAYV	000000	18.45
		I-GAS 09-23-16 HIST	101-4192-428-08	UTILITES - HI NATURAL GAS 8/24-09/22/16/HIST	000000	16.50
		I-GAS 09-23-16 PARKS	101-4192-428-11	UTILITIES - P NATURAL GAS 8/24-09/21/16/PARK	000000	34.51
		I-GAS 09-23-16 PAVIL	101-4192-428-12	UTILITIES - P NATURAL GAS 8/24-09/22/16/PAVI	000000	58.04
		I-GAS 09-23-16 REC	101-4192-428-13	UTILITIES - R NATURAL GAS 8/24-09/22/16/REC	000000	2,056.72
		I-GAS 09-23-16 STRTS	101-4192-428-14	UTILITIES - S NATURAL GAS 8/24-09/22/16/STRT	000000	22.83
		I-GAS 09-23-16 TROLL	101-4192-428-15	UTILITIES - T NATURAL GAS 8/24-09/22/16/TROL	000000	64.81
01-0578	TWIN CITY HARDWARE & LU					
		I-D346705	101-4192-426-14	SUPPLIES - ST (4) F22T8/D/4 BULB-FREIGHT/STR	000000	55.91
		I-D346931	101-4192-425-11	REPAIRS - PAR 6-9, 4-9 DOORS-RH DOOR/PARKS	000000	878.65
		I-D346932	101-4192-425-15	REPAIRS - TRO LITE DOOR-LITE LH/TROLLEY	000000	848.42
		I-D346933	101-4192-425-15	REPAIRS - TRO (2) ARM CLOSER HAGER/TROLLEY	000000	462.30
		I-D347317	101-4192-426-08	SUPPLIES - HI (2) 36" T8 30W FLOUR TUBE/HIST	000000	27.98
		I-D347343	101-4192-425-18	REPAIRS - FOO FALSHING-COUPPLING-SEAL/FOOTBAL	000000	72.05
		I-D347375	101-4192-425-13	REPAIRS - REC RED LED EXIT WITH BATTERY/REC	000000	67.99
		I-D347566	101-4192-425-04	REPAIRS - CIT COUPLING-SEALANT-EPOXY/CITY HA	000000	16.77
		I-D347569	101-4192-426-17	SUPPLIES - DA (4) 12 V 7 AMP BATTERY/DAYS MU	000000	99.96
		I-D347687	101-4192-425-13	REPAIRS - REC TFE PASTE-LEAK DETECTOR/REC CE	000000	7.48
		I-D347908	101-4192-426-08	SUPPLIES - HI BULB-LAMPHOLDEROUTLET-SOCK/PB	000000	31.35
		I-D347928	101-4192-426-14	SUPPLIES - ST METAL SHELIVING/STREETS	000000	77.99
		I-D347955	101-4192-425-17	REPAIRS-DAYS (2) TIME DELAY FUSE/DAYS MUS	000000	25.98
		I-D348058	101-4192-425-04	REPAIRS - CIT ROYAL 3.5GPF CLSET VALVE/CH	000000	199.99
		I-D348059	101-4192-425-04	REPAIRS - CIT AIR MOVER/CITY HALL	000000	64.99
		I-D348209	101-4192-425-04	REPAIRS - CIT 3/8X3/8 EXTENDER TEE/CITY HALL	000000	8.99
		I-D348222	101-4192-425-04	REPAIRS - CIT CABLE STAPLE-STRAIGHT CUT/CH	000000	16.48
		I-D348349	101-4192-426-14	SUPPLIES - ST METAL SHELIVING/STREETS	000000	77.99
		I-D348371	101-4192-426-08	SUPPLIES - HI (6) AIR FRESH-GORILLA GLUE/HIS	000000	52.73
		I-D348420	101-4192-426-08	SUPPLIES - HI (5) 18W DIM A21 LED BULBS/HIST	000000	64.95

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 PACKET: 03881 COMBINED - 10/4/16
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
	I-D348591	101-4192-426-13	SUPPLIES - RE (29) FILTERS-(12) FILTERS/REC	000000	215.69	
	I-E65849	101-4192-426-15	SUPPLIES - TR (3) TREATED 2X4-SEALANT/TROLLE	000000	29.95	
	I-E65940	101-4192-426-10	SUPPLIES - LI (2) METAL HALIDE BULB/LIBRARY	000000	63.98	
	I-E65958	101-4192-425-15	REPAIRS - TRO STRIKE PLATE-SHIMS/TROLLEY	000000	10.98	
	I-E66181	101-4192-434	MACHINERY/EQU (2) DYSON HAND DRYERS/PB	000000	1,519.98	
	I-E66700	101-4192-425-04	REPAIRS - CIT MULTIBIT SCREWDRIVER/CITY HALL	000000	16.99	
	I-d346910	101-4192-426-10	SUPPLIES - LI (10) CRS SOFTENER SALT/LIBRARY	000000	49.90	
	I-d348200	101-4192-425-04	REPAIRS - CIT 3/8X3/8 EXTENDER TEE/CITY HALL	000000	8.99	
01-0602	CENTURY LINK					
	I-09-19-16 PHONE/INT	101-4192-428-06	UTILITIES - D PHONE-INTER 9/19-10/18/16/DAYS	000000	186.60	
01-0782	JACOBS PRECISION WELDIN					
	I-23303	101-4192-425-08	REPAIRS - HIS FLATS BARS-ANGLES-SQ TUBE/HIST	000000	27.80	
01-1230	INTERSTATE ALL BATTERY					
	I-1901001006917	101-4192-426-17	SUPPLIES - DA FASON-LITHIUM CARDED/DAYS MUS	000000	322.00	
01-1502	BLACK HILLS CHEMICAL					
	I-106269	101-4192-426	SUPPLIES BLEACH-TISSUE-CLEANER-DIGEST/P	000000	174.90	
	I-106563	101-4192-426	SUPPLIES BLEACH-TOWELS-TP-ENZYME/PB	000000	190.64	
01-1626	SERVALL UNIFORM AND LIN					
	C-S117718	101-4192-426-04	SUPPLIES - CI MAS-MOPS-LINEN-BAGS/CITY HALL	000000	202.63	
	I-2480941	101-4192-426-14	SUPPLIES - ST MATS-MOPS-LINEN-HANDLES/STRTS	000000	127.68	
	I-2480942	101-4192-426-04	SUPPLIES - CI MATS-MOPS-BAGS-TOWEL/CITY HALL	000000	202.63	
	I-2480943	101-4192-426-08	SUPPLIES - HI MATS-MOPS-LINEN-HANDLES/HIST	000000	172.39	
	I-2480944	101-4192-426-11	SUPPLIES - PA MOPS-BUTTON-BAGS-MATS/PARKS	000000	54.19	
	I-2480953	101-4192-426-07	SUPPLIES - FI LINEN-MOPS-HANDLES/FIRE HALL	000000	30.09	
	I-2480954	101-4192-426-10	SUPPLIES - LI TOWELS-MOPS-HANDLES/LIBRARY	000000	18.93	
	I-2481633	101-4192-426-12	SUPPLIES - PA MOPS-HANDLES-FRAMES/PAVILION	000000	95.96	
	I-2487063	101-4192-426-14	SUPPLIES - ST MATS-MOPS-LINEN-BUTTONS/STRTS	000000	133.41	
	I-2487064	101-4192-426-04	SUPPLIES - CI MATS-MOPS-LINEN-BAGS/CITY HALL	000000	202.63	
	I-2487065	101-4192-426-08	SUPPLIES - HI MOPS-LINEN-MATS-HANDLE/HIST	000000	172.39	
	I-2487066	101-4192-426-11	SUPPLIES - PA MATS-MOPS-HANDLES-BUTTONS/PARK	000000	55.49	
	I-2487075	101-4192-426-07	SUPPLIES - FI MOPS-BAGS-HANDLES/FIRE HALL	000000	30.09	
	I-2487780	101-4192-426-12	SUPPLIES - PA FRAMES-MOPS-HANDLES/PAVILION	000000	95.96	
01-3342	RASMUSSEN MECHANICAL SE					
	I-SRV040576	101-4192-425-13	REPAIRS - REC HOOD, GALV-LABOR/REC CENTER	000000	792.29	
01-3421	S&C CLEANERS					
	I-09/15/16 106	101-4192-422-10	PROFESSIONAL CLEANING SEPT/LIBRARY	000000	600.00	
	I-09/15/16 106	101-4192-422-07	PROFESSIONAL CLEANING SEPT/FIRE HALL	000000	400.00	
	I-9/18/16 204	101-4192-422	PROFESSIONAL CLEAN BATHROOMS 8/20-9/20/16/P	000000	1,470.00	
01-3685	BLACK HILLS SECURITY &					
	I-R232219	101-4192-422-04	PROFESSIONAL ALARM SYSTEM 10/1-12/31/16/CH	000000	89.85	

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PACKET: 03881 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3685	BLACK HILLS SECURITY &	continued				
	I-R232220	101-4192-422-07	PROFESSIONAL	ALARM SYSTEM 10/1-12/31/16/FIR	000000	104.85
01-3838	VAST BROADBAND					
	I-09-12-16 CITY HALL	101-4192-428-04	UTILITIES - C	TELEPHONE 9/16-10/15/16/CITY	000000	188.58
	I-09-12-16 LIBRARY	101-4192-428-10	UTILITIES - L	TELEPHONE 9/16-10/15/16/LIBRAR	000000	241.95
	I-09-12-16 STREETS	101-4192-428-14	UTILITIES - S	TELEPHONE 9/16-10/15/16/STREET	000000	44.02
	I-09-14-16 HISTORY	101-4192-428-08	UTILITES - HI	TELEPHONE 9/18-10/17/16/HISTOR	000000	124.28
	I-09-14-16 REC	101-4192-428-13	UTILITIES - R	TELEPHONE 9/18-10/17/16/REC	000000	227.88
	I-09-14-16 REC CENT	101-4192-428-13	UTILITIES - R	INTERNET 09/18-10/17/16/REC	000000	90.00
	I-09-16-16 CITY HALL	101-4192-428-04	UTILITIES - C	TELEPHONE 9/20-10/19/16/CITY H	000000	40.87
	I-09-20-16 FIRE HALL	101-4192-428-07	UTILITIES - F	TELEPHONE 9/24-10/23/16/FIRE	000000	275.66
	I-09-24-16 FINANCE	101-4192-428-04	UTILITIES - C	TELEPHONE 9/28-10/27/16/CITY H	000000	1,247.64
01-3877	MUTUAL OF OMAHA					
	I-578383204	101-4192-415	GROUP INSURAN	LIFE INSURANCE	000000	6.19
01-3896	EAGLE ENTERPRISES, LLC					
	I-121974	101-4192-426	SUPPLIES	LED SURFACE CANOPY-BULBS/PB	000000	370.06
	I-121978	101-4192-426-08	SUPPLIES - HI	LED9WA19/300/827K-DIM	000000	239.76
	I-121983	101-4192-426	SUPPLIES	(24) (50) LED LAMPS/PUBLIC BLD	000000	800.00
01-3975	FIRST NATIONAL CREDIT C					
	I-09-25-16 CC GREEN	101-4192-426-14	SUPPLIES - ST	OFFICE SUPPLIES/PUB BLDG	000000	31.96
	I-09-25-16 CC KRUZEL	101-4192-425-13	REPAIRS - REC	REPAIRS-EQUIPMENT/PUB BLDGS	000000	70.00
			DEPARTMENT 192	PUBLIC BUILDINGS	TOTAL:	20,403.48
01-0433	WELLMARK BLUE CROSS BLU					
	I-10/01/16	101-4210-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	10,820.08
01-0619	TWILIGHT FIRST AID & SA					
	I-40080	101-4210-424	RENTALS	FIRST AID SUPPLIES - POLICE	000000	84.60
01-1399	NEVE'S UNIFORMS, INC.					
	I-RP-038522	101-4210-426	SUPPLIES	UNIFORM VEST - POLICE	000000	600.00
01-1725	QUILL CORPORATION					
	I-9109826	101-4210-426	SUPPLIES	PRINT CTG, TONER, FOLDERS-POLICE	000000	274.74
01-2402	MERTENS, KENNETH					
	I-093016	101-4210-415	GROUP INSURAN	REIMBURSEMENT	000000	359.00
01-3877	MUTUAL OF OMAHA					
	I-578383204	101-4210-415	GROUP INSURAN	LIFE INSURANCE	000000	59.40
			DEPARTMENT 210	POLICE	TOTAL:	12,197.82

PACKET: 03881 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-10/01/16	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,041.04
01-0578	TWIN CITY HARDWARE & LU	I-D348617	101-4221-434	MACHINERY/EQU REGULATOR, FASTENERS - FIRE	000000	39.11
		I-D348644	101-4221-425	REPAIRS SCREWS & FASTENERS - FIRE DEPT	000000	4.85
		I-E65915	101-4221-426	SUPPLIES HP61XL BLACK - FIRE DEPT	000000	38.99
		I-E66273	101-4221-426	SUPPLIES WASTEBASKET, NAILS - FIRE DEPT	000000	10.98
01-1171	A & B BUSINESS SOLUTION	I-IN325414	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	67.61
01-3877	MUTUAL OF OMAHA	I-578383204	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-4056	NORTH SHORE COMPRESSOR	I-054897	101-4221-425	REPAIRS RESLEEVED 4TH STAGE-FIRE DEPT	000000	742.92
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR TOTAL:						1,950.45
01-0433	WELLMARK BLUE CROSS BLU	I-10/01/16	101-4232-415	INSURANCE WELLMARK BLUE CROSS AND BLUE S	000000	962.25
01-3877	MUTUAL OF OMAHA	I-578383204	101-4232-415	INSURANCE LIFE INSURANCE	000000	4.95
01-3951	MCCRATH, RHONDA	I-183	101-4232-426	SUPPLIES CERTIFIED LETTERS/BLDG INSP	000000	19.62
01-3975	FIRST NATIONAL CREDIT C	I-09-25-16 CC MOHR	101-4232-426	SUPPLIES 2012 INTERNATIONAL CODE/BL INS	000000	99.00
DEPARTMENT 232 BUILDING INSPECTION TOTAL:						1,085.82
01-0433	WELLMARK BLUE CROSS BLU	I-10/01/16	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,193.23
01-0514	HILLS MATERIALS COMPANY	I-799667	101-4310-426	SUPPLIES 2" BALLAST/STREETS	000000	142.42
01-0575	SOUTHSIDE OIL	I-090669	101-4310-426	SUPPLIES (5500) GAL GASOLINE/STREETS	000000	11,660.00
01-0578	TWIN CITY HARDWARE & LU	I-D346805	101-4310-426	SUPPLIES RED MARKING PAINT/STRTS	000000	66.90
		I-D346853	101-4310-426	SUPPLIES WOOD SCREWS-EXT SCREWS/STRTS	000000	21.98
		I-D346906	101-4310-425	REPAIRS BONDER-ZINC MENDER/STREETS	000000	17.97

PACKET: 03881 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-D346942	101-4310-426	SUPPLIES	PATCH-WELDER-FLOATER HAN/STRTS 000000	30.06
		I-D346988	101-4310-426	SUPPLIES	FUR-TAPE-RULE-TAPE MEASURE/STR 000000	53.96
		I-D346992	101-4310-426	SUPPLIES	YELLOW MARKING-STRIPING PNT/ST 000000	42.94
		I-D347072	101-4310-426	SUPPLIES	PHOTO CONTROL-CELL-POST/STRTS 000000	52.96
		I-D347431	101-4310-426	SUPPLIES	(2) TUBE SAND KILN/STREETS 000000	10.98
		I-D348237	101-4310-426	SUPPLIES	(2) OFFICE SUPPLIES/STREETS 000000	9.38
		I-D348243	101-4310-426	SUPPLIES	6" TEE PVC/STREETS 000000	42.69
		I-D348299	101-4310-426	SUPPLIES	50' POLY TWIST ROPE/STREETS 000000	7.49
		I-D348323	101-4310-426	SUPPLIES	6" PERFORATED/STREETS 000000	34.99
		I-D348348	101-4310-426	SUPPLIES	GALV ELBOW-GALV NIPPLE/STREETS 000000	31.54
		I-D348459	101-4310-426	SUPPLIES	HEX KEY-GLUE PEN-TAPE/STREETS 000000	33.46
		I-D348610	101-4310-426	SUPPLIES	(2) MULTIPURPOSE BIT/STREETS 000000	15.98
		I-D348657	101-4310-425	REPAIRS	FLOODLIGHT PHOTO CELL-CONT/ST 000000	41.97
		I-D348709	101-4310-426	SUPPLIES	GROUND CLAMP/STREETS 000000	11.99
		I-E65669	101-4310-426	SUPPLIES	(2) WASP & HORNET SPRAY/STRTS 000000	9.98
		I-E65837	101-4310-426	SUPPLIES	12A RECIPROCATING SAW/STRTS 000000	99.99
		I-E65851	101-4310-426	SUPPLIES	1 TUBE CLR ROOF SEALER/STRTS 000000	8.29
		I-E65978	101-4310-426	SUPPLIES	NUTSETTER-ROPE CLEAT-FASTEN/ST 000000	8.74
		I-E66157	101-4310-426	SUPPLIES	MED DUTY TARP 16X20/STREETS 000000	41.99
		I-E67222	101-4310-425	REPAIRS	(2) POUR DRWY CRACK/STREETS 000000	23.98
		I-E67743	101-4310-425	REPAIRS	CONCRT MASONRY SEALANT/STRTS 000000	14.98
01-0684	NORTHWEST PIPE FITTINGS					
		I-1117384	101-4310-425	REPAIRS	TAPERED-MANHOLE-RISERS/STREETS 000000	154.22
01-1171	A & B BUSINESS SOLUTION					
		I-IN324739	101-4310-426	SUPPLIES	CONTRACT BASE USAGE/STREETS 000000	148.68
01-1333	DEADWOOD ELECTRIC					
		I-21393	101-4310-425	REPAIRS	ADD OUTLET ON LEE STREET/STRTS 000000	76.04
		I-21401	101-4310-425	REPAIRS	CONVERT LITE POLE 24 TO LED/ST 000000	189.28
01-1348	EDDIE'S TRUCK CENTER, I					
		I-X20102629601	101-4310-425	REPAIRS	TIE RODS ENDS FREIGHTLINER/ST 000000	73.64
01-1500	A & B WELDING					
		I-00039571	101-4310-426	SUPPLIES	CYLINDER RENTALS/STREETS 000000	9.92
		I-00940535	101-4310-425	REPAIRS	FIREPOWER SPOOL ADAPTER/STRTS 000000	32.90
01-1504	BURLESON, BILL					
		I-082616	101-4310-415	GROUP INSURAN	REIMBURSEMENT 000000	365.40
01-3877	MUTUAL OF OMAHA					
		I-578383204	101-4310-415	GROUP INSURAN	LIFE INSURANCE 000000	30.94
01-3896	EAGLE ENTERPRISES, LLC					
		I-121983	101-4310-426	SUPPLIES	(24) (50) LED LAMPS/PUBLIC BLD 000000	383.76

PACKET: 03881 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4053	RUSHMORE FENCING COMPAN					
		I-1562	101-4310-425	REPAIRS (640) (764) CHAINLINK FENCE/ST	000000	32,996.35
DEPARTMENT 310 STREETS						TOTAL: 54,191.97
01-0578	TWIN CITY HARDWARE & LU					
		I-E66161	101-4370-426	SUPPLIES (1) SPHAG PEAT MOSS/OAKRIDGE	000000	17.99
01-1850	FOOTHILLS SEED, INC.					
		I-115350	101-4370-425	REPAIRS TITAL ULTRA TALL /OAKRIDGE	000000	180.00
DEPARTMENT 370 OAKRIDGE CEMETERY						TOTAL: 197.99
01-0433	WELLMARK BLUE CROSS BLU					
		I-10/01/16	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,619.47
01-0514	HILLS MATERIALS COMPANY					
		I-791490	101-4520-426	SUPPLIES MAN SAND UNWASHED/PARKS	000000	97.63
01-0578	TWIN CITY HARDWARE & LU					
		I-D347674	101-4520-425	REPAIRS (8) 60 LB CONCRETE MIX/PARKS	000000	36.72
		I-D348146	101-4520-425	REPAIRS MALE ADAPTER-PLUG/PARKS	000000	0.60
		I-D348200	101-4520-426	SUPPLIES EXTENDER TEE	000000	8.99
		I-D348635	101-4520-426	SUPPLIES (4) FASTENERS/PARKS	000000	13.16
		I-E65689	101-4520-426	SUPPLIES HEX HD, WASHERS - PARKS	000000	42.78
		I-E66402	101-4520-426	SUPPLIES (6) FASTENERS/PARKS	000000	8.74
		I-E66742	101-4520-426	SUPPLIES (10) FASTENERS-TAP/PARKS	000000	9.99
		I-E66774	101-4520-426	SUPPLIES #22 FASTENERS/PARKS	000000	6.00
		I-E66844	101-4520-425	REPAIRS (8) FASTENERS/PARKS	000000	6.72
		I-E66861	101-4520-426	SUPPLIES (4) FASTENERS/PARKS	000000	0.80
		I-E66936	101-4520-426	SUPPLIES (3) GRAY OUTLET ADAPTER/PARKS	000000	3.87
		I-E67169	101-4520-426	SUPPLIES MALE ADAPTER-GALV UNION/PARKS	000000	27.38
		I-E67225	101-4520-425	REPAIRS 1" FIP BALL VALVE/PARKS	000000	25.99
		I-d348674	101-4520-426	SUPPLIES (2) 10 LB MORTAR MIX/PARKS	000000	6.58
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-46207	101-4520-425	REPAIRS (4) CRLISLE ALL TRAIL-LABOR/PK	000000	408.00
		I-1-46499	101-4520-425	REPAIRS LABOR DISMOUNT/PARKS	000000	8.00
01-0677	LAWSON PRODUCTS, INC.					
		I-9304368821	101-4520-426	SUPPLIES GRND WHEEL 4" DIA 5/8" /PARKS	000000	58.71
01-0782	JACOBS PRECISION WELDIN					
		I-23297	101-4520-425	REPAIRS ROUND BARS-FLAT BARS/PARKS	000000	20.30
		I-23312	101-4520-425	REPAIRS 10' 2"X2"X1/4" ANGLE/PARKS	000000	21.50
01-1502	BLACK HILLS CHEMICAL					

PACKET: 03881 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1502	BLACK HILLS CHEMICAL		continued			
		I-106269	101-4520-426	SUPPLIES BLEACH-TISSUE-CLEANER-DIGEST/P	000000	174.90
		I-106563	101-4520-426	SUPPLIES BLEACH-TOWELS-TP-ENZYME/PARKS	000000	190.65
01-1567	TENNANT SALES & SERVICE					
		I-914074027	101-4520-425	REPAIRS FILTER-PLATE-SWICH-SKIRT/PARKS	000000	944.38
01-3366	ROGERS CONSTRUCTION, IN					
		I-1830	101-4520-433-03	CIP - GORDON KEENE PARK CLEANUP WORK	000000	7,744.92
01-3877	MUTUAL OF OMAHA					
		I-578383204	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	25.99
DEPARTMENT 520 PARKS						TOTAL: 15,512.77
01-0382	ARLETH LAND SURVEYING L					
		I-1394	101-4640-422	PROFESSIONAL PLAT BULLOCK GRAVE SITE	000000	2,120.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-10/01/16	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	962.25
01-3877	MUTUAL OF OMAHA					
		I-578383204	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
DEPARTMENT 640 PLANNING AND ZONING						TOTAL: 3,089.68
FUND 101 GENERAL FUND						TOTAL: 116,217.93

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 PACKET: 03881 COMBINED - 10/4/16
 VENDOR SET: 01
 FUND : 206 LIBRARY FUND
 DEPARTMENT: 550 LIBRARY
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0233	SD LIBRARY ASSOCIATION					
		I-200000718	206-4550-427	TRAVEL 2016 CONFERENCE	000000	260.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-10/01/16	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,470.57
01-0973	PETTY CASH- LIBRARY					
		I-092816	206-4550-426	SUPPLIES PETTY CASH REIMBS.- STAMPS	000000	47.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN320541	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY	000000	42.34
01-1562	MIDWEST TAPE					
		I-94279460	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	121.77
		I-94297124	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	66.27
		I-94320318	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	143.98
		I-94341224	206-4550-434	BOOKS, MAPS A DVD - LIBRARY	000000	24.14
01-1871	SD STATE ARCHIVES					
		I-6028	206-4550-429	OTHER MICROFILM/BH PIONEER-MAY'16	000000	28.80
01-1911	EMERY-PRATT COMPANY					
		I-581882	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	16.23
		I-582556	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	57.13
01-3032	OTIS ELEVATOR COMPANY					
		I-CLH65013ZA16	206-4550-425	REPAIRS 4TH QTR SERVICE CONTRACT	000000	124.98
01-3665	MITZI'S BOOKS					
		I-2681	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	74.33
		I-2687	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	23.96
01-3877	MUTUAL OF OMAHA					
		I-578383204	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	9.07-
DEPARTMENT 550 LIBRARY						TOTAL: 2,492.43
FUND 206 LIBRARY FUND						TOTAL: 2,492.43

PACKET: 03881 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-10/01/16	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,041.04
01-0578	TWIN CITY HARDWARE & LU	I-E66962	209-4510-426	SUPPLIES (2) ANTIBAC DETERGENT/REC	000000	3.98
01-0619	TWILIGHT FIRST AID & SA	I-40078	209-4510-426	SUPPLIES WIPES-COMPRESS-ANTACID/REC	000000	34.80
01-1558	ECOLAB PEST ELIMINATION	I-8368685	209-4510-422	PROFESSIONAL RODENT PROGRAM/REC CENTER	000000	90.00
01-1827	MS MAIL & MARKETING	I-8396	209-4510-426	SUPPLIES MEMBERSHIP CRD-PRINOUTS/REC	000000	125.00
01-2645	HAWKINS INC	I-3953959	209-4510-426	SUPPLIES DELDRUM-AZONE-MURIATIC/REC	000000	1,001.25
01-2889	ATCO INTERNATIONAL	I-I0469944	209-4510-426	SUPPLIES SNO-GO/REC CENTER	000000	150.00
01-3116	FREEMAN'S ELECTRIC SERV	I-0073311-IN	209-4510-425	REPAIRS MAT SPLICE KIT-LABOR/REC CENTE	000000	101.84
01-3506	ALSCO	I-LCAS1071698	209-4510-426	SUPPLIES MATS/REC CENTER	000000	114.05
		I-LCAS1074935	209-4510-426	SUPPLIES MATS/REC CENTER	000000	114.05
01-3592	RAIN DROP PRODUCTS, LLC	I-0018877-IN	209-4510-434	MACHINERY/EQU OMNIPOD EQUIP/REC CENTER	000000	6,090.00
01-3877	MUTUAL OF OMAHA	I-578383204	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-3964	CONVERGINT TECHNOLOGIES	I-1108NF212A	209-4510-433	IMPROVEMENTS FINAL ACCESS CONTROL PROJ/REC	000000	2,713.92
01-3975	FIRST NATIONAL CREDIT C	I-09-25-16 CC TRIDLE	209-4510-426	SUPPLIES COFFEE-MOP-MOPHEAD/REC	000000	85.07
01-3991	MIDCONTINENT TESTING LA	I-86367	209-4510-422	PROFESSIONAL COLIFORM TESTING/REC CENTER	000000	20.25
DEPARTMENT 510 REC CENTER					TOTAL:	11,690.20
FUND 209 BED & BOOZE FUND					TOTAL:	11,690.20

PACKET: 03881 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-091316A	215-4572-210	VISITOR MGMT MARKETING 08/16-9/13/16	000000	6,226.60
01-0545	LYNN'S DAKOTA MART	I-090816	215-4572-235	VISITOR MGMT POWERHOUSE PARK RIBBON CUTTING	000000	562.37
01-0951	DEADWOOD ALIVE	I-106	215-4572-235	VISITOR MGMT APPEARANCE PBS - BURIAL	000000	300.00
01-1182	MACROVISION	I-2016-31	215-4572-235	VISITOR MGMT FACEBOOK JULY, AUG, SEPT	000000	750.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 7,838.97
01-1495	GAYLORD BROS.	I-2446954	215-4573-335	HIST. INTERP. ACID FREE RECORD STORAGE	000000	820.80
01-1986	ASSOCIATED BAG COMPANY	I-N647076	215-4573-335	HIST. INTERP. ACID FREE ENVELOPES AND BAGS	000000	1,101.26
01-2014	TOMS, DON	I-12 OF 20	215-4573-335	HIST. INTERP. FUNERAL HOME RECORDS	000000	780.00
01-3295	PANNIER	I-156820	215-4573-335	HIST. INTERP. PANELS	000000	3,695.00
DEPARTMENT 573 HP HISTORIC INTERPRETATION						TOTAL: 6,397.06
01-0314	BLACK HILLS MINING MUSE	I-100416	215-4575-520	GRANT/LOAN PR 2016 OUTSIDE OF DWD GRANT	000000	553.38
01-0563	RCS CONSTRUCTION	I-092816A	215-4575-515	GRANT/LOAN RE 50 VAN BUREN RET WALL	000000	60,547.50
		I-APP3	215-4575-515	GRANT/LOAN RE 84 VAN BUREN - RET WALL	000000	50,188.50
01-0578	TWIN CITY HARDWARE & LU	I-D346538	215-4575-525	GRANT/LOAN PA PAINT GRANT 11 CHARLES LOTUS	000000	40.99
		I-D346575	215-4575-525	GRANT/LOAN PA PAINT GRANT 304 CLIFF	000000	204.70
		I-D346610	215-4575-525	GRANT/LOAN PA PAINT GRANT 304 CLIFF	000000	189.99
		I-D346617	215-4575-525	GRANT/LOAN PA PAINT GRANT 304 CLIFF	000000	20.37
		I-D346819	215-4575-525	GRANT/LOAN PA PAINT GRANT 416 WILLIAMS	000000	13.58
		I-D346884	215-4575-525	GRANT/LOAN PA PAINT GRANT 38 MADISON	000000	39.99
		I-D346949	215-4575-525	GRANT/LOAN PA PAINT GRANT 11 CHARLES	000000	47.98
		I-D346996	215-4575-525	GRANT/LOAN PA PAINT GRANT 382 WILLIAMS	000000	244.93
		I-D347092	215-4575-525	GRANT/LOAN PA PAINT GRANT 416 WILLIAMS	000000	23.99
		I-D347129	215-4575-525	GRANT/LOAN PA PAINT GRANT 20 MCKINLEY	000000	23.99
		I-D347214	215-4575-525	GRANT/LOAN PA PAINT GRANT 20 MCKINLEY	000000	17.98

PACKET: 03881 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-D347268	215-4575-525	GRANT/LOAN PA PAINT GRANT 20 MCKINLEY	000000	28.28
		I-D347275	215-4575-525	GRANT/LOAN PA PAINT GRANT 24 MCKINLEY	000000	41.45
		I-D347352	215-4575-525	GRANT/LOAN PA PAINT GRANT 416 WILLIAMS	000000	47.97
		I-D347400	215-4575-525	GRANT/LOAN PA PAINT GRANT	000000	46.13
		I-D347505	215-4575-525	GRANT/LOAN PA PAINT GRANT 21 GUY ST	000000	81.98
		I-D347512	215-4575-525	GRANT/LOAN PA PAINT GRANT 21 LINCOLN	000000	122.97
		I-D347581	215-4575-525	GRANT/LOAN PA PAINT GRANT 20 MCKINLEY	000000	348.95
		I-D347764	215-4575-525	GRANT/LOAN PA PAINT GRANT 52 VAN BUREN	000000	360.82
		I-D347779	215-4575-525	GRANT/LOAN PA PAINT GRANT 416 WILLIAMS	000000	19.99
		I-D347860	215-4575-525	GRANT/LOAN PA PAINT GRANT 416 WILLIAMS	000000	87.98
		I-D348105	215-4575-525	GRANT/LOAN PA PAINT GRANT 21 GUY ST	000000	73.98
		I-D348147	215-4575-525	GRANT/LOAN PA PAINT GRANT 11 CHARLES	000000	40.99
		I-D348411	215-4575-525	GRANT/LOAN PA PAINT GRANT 20 PLEASANT	000000	239.94
		I-D348587	215-4575-525	GRANT/LOAN PA PAINT GRANT 54 VAN BUREN	000000	8.97
		I-D348600	215-4575-525	GRANT/LOAN PA PAINT GRANT 416 WILLIAMS	000000	6.49
		I-D348609	215-4575-525	GRANT/LOAN PA PAINT GRANT 52 VAN BUREN	000000	40.99
		I-E65624	215-4575-525	GRANT/LOAN PA PAINT GRANT 38 MADISON	000000	239.94
		I-E65644	215-4575-525	GRANT/LOAN PA PAINT GRANT 382 WILLIAMS	000000	27.48
		I-E65716	215-4575-525	GRANT/LOAN PA PAINT GRANT 21 LINCOLN	000000	46.93
		I-E65826	215-4575-525	GRANT/LOAN PA PAINT GRANT 56 TAYLOR	000000	271.97
		I-E66191	215-4575-525	GRANT/LOAN PA PAINT GRANT 304 CLIFF	000000	81.48
		I-E66510	215-4575-525	GRANT/LOAN PA PAINT GRANT 81 STEWART	000000	118.97
01-1225	CAI CONSTRUCTION, LLC					
		I-092816	215-4575-515	GRANT/LOAN RE 10 HARRISON RET WALL	000000	26,810.00
01-1387	DEADWOOD GRANITE & MARB					
		I-092316	215-4575-500	GRANT/LOAN CE MYRTLE JOHNSON HEADSTONE	000000	650.00
01-1971	CUSTER COUNTY 1881 COUR					
		I-100416	215-4575-520	GRANT/LOAN PR 2016 OUTSIDE DWD GRANT	000000	2,377.90
01-2048	NEWELL MUSEUM					
		I-100416	215-4575-520	GRANT/LOAN PR 2016 OUTSIDE DWD GRANT	000000	1,157.70
01-4059	PRAIRIE PLAINS CONST. L					
		I-092816	215-4575-515	GRANT/LOAN RE RET WALL 77 STEWART	000000	24,867.39
DEPARTMENT 575 HP DEADWOOD GRANT AND LOATOTAL:						170,405.51
01-0545	LYNN'S DAKOTA MART					
		I-2002301453	215-4576-630	PROFES. SERV. NEIGHBORHOOD PICNIC FOOD	000000	234.14
01-2394	GUNDERSON, PALMER, NELS					
		I-70422	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	1,057.50
01-4058	THORPE, DEB					

PACKET: 03881 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4058	THORPE, DEB		continued			
		I-37183	215-4576-630	PROFES. SERV. BEDDING FOR PLANTS	000000	13.83
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						1,305.47
01-0841	TSP, INC.					
		I-0051134	215-4577-810	CAPITAL ASSET PRO SVCS/WATER SYSTEM IMPROVE	000000	6,774.55
01-1402	SD DEPT. OF TRANSPORTAT					
		I-S92394	215-4577-810	CAPITAL ASSET CHG ORDER CONC CURB/HWY 85	000000	10,111.66
01-2069	BARCO PRODUCTS COMPANY					
		I-91600261	215-4577-810-01	CIP HWY 85-PO PICNIC TABLES	000000	5,459.51
01-3366	ROGERS CONSTRUCTION, IN					
		I-1830MCGOVERN	215-4577-810	CAPITAL ASSET TREE REMOVAL MCGOVERN HILL	000000	6,897.98
01-3645	AMERICAN SODA FOUNTAIN,					
		I-17626F	215-4577-775	CAPITAL ASSET SODA FOUNTAIN FREIGHT	000000	1,266.81
		I-17699	215-4577-775	CAPITAL ASSET SODA FOUNTAIN REPAIR	000000	1,879.86
01-4057	VIEHAUSER ENTERPRISES,					
		I-9341	215-4577-810	CAPITAL ASSET GATEWAY BATHROOM	000000	1,535.86
		I-9365	215-4577-775	CAPITAL ASSET HISTORY CNTR REKEY	000000	636.92
		I-9366	215-4577-775	CAPITAL ASSET HISTORY CNTR REKEY	000000	1,260.78
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						35,823.93
01-0433	WELLMARK BLUE CROSS BLU					
		I-10/01/16	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,136.70
01-0578	TWIN CITY HARDWARE & LU					
		I-D346964	215-4641-426	SUPPLIES OFFICE SUPPLIES	000000	17.84
		I-E65730	215-4641-426	SUPPLIES FASTENERS	000000	9.30
		I-E65844	215-4641-426	SUPPLIES GALV ANCHOR SHACKLE	000000	8.99
		I-E66801	215-4641-426	SUPPLIES 10 OZ CUPS	000000	549.90
01-0742	OFFICE DEPOT					
		I-00001	215-4641-426	SUPPLIES THERMAL COVERS	000000	59.96
01-1331	SD MUNICIPAL LEAGUE					
		I-092816	215-4641-427	TRAVEL TOEWS KRAMBECK REGISTRATION	000000	180.00
01-1827	MS MAIL & MARKETING					
		I-8392A	215-4641-423	PUBLISHING OCT NEWSLETTER	000000	597.88
01-2728	WEST RIVER HISTORY CONF					

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2728	WEST RIVER HISTORY CONF	continued				
		I-092816	215-4641-427	TRAVEL	2016 WEST RIVER HIST CONFERENCE	000000
						55.00
01-3838	VAST BROADBAND					
		I-091616	215-4641-428	UTILITIES	MT MORIAH PH	000000
						140.69
01-3860	ANFINSON, BONNY					
		I-092816	215-4641-415	GROUP INSURANCE REIMBURSEMENT		000000
						209.80
01-3877	MUTUAL OF OMAHA					
		I-578383204	215-4641-415	GROUP INSURANCE LIFE INSURANCE		000000
						2.83
01-3975	FIRST NATIONAL CREDIT C					
		I-09-25-16 CC KRUEL	215-4641-434	MACHINERY/EQUIPMENT REPAIRS-EQUIPMENT/HP		000000
						285.00
				DEPARTMENT 641	OFFICE HIST. PRES.	TOTAL:
						6,253.89
				FUND	215	HISTORIC PRESERVATION
						TOTAL:
						228,024.83

PACKET: 03881 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3906	LEWIS, TRACY	I-16136	216-1310	DUE FROM OTHE WORK DONE-512 CLIFF-LEWIS	000000	10,000.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 10,000.00
01-1496	LAWRENCE CO. REGISTER O	I-082416B	216-4653-960	CLOSING CO REC FEE-50 VAN BUREN-GORZALKA	000000	60.00
		I-092816	216-4653-960	CLOSING CO REC FEE-3 SHINE-WHITE	000000	60.00
		I-092816A	216-4653-960	CLOSING CO REC FEE-17 LINCOLN-SCHMIDT	000000	30.00
01-2857	NEIGHBORHOOD LENDING SE	I-921016	216-4653-422	PROFESSIONAL SERVICE CONTRACT INTERM BILLIN	000000	13,025.25
01-3147	CHADWICK, JIM	I-090816	216-4653-962-03	WINDOWS GRANT WORK DONE-416 WILLIAMS-SJOMELI	000000	1,100.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 14,275.25
				FUND	216	REVOLVING LOAN
						TOTAL: 24,275.25

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03881 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 564 LOWER MAIN VISITOR CENTER

DEPARTMENT: 192 PUBLIC BUILDING

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1383	AINSWORTH-BENNING CONST					
		I-LOWER MAIN #10	564-4192-422	PROFESSIONAL LOWER MAIN WELCOME CENTER	000000	266,256.00
01-2994	CHAMBERLIN ARCHITECTS					
		I-INV #21	564-4192-422	PROFESSIONAL PRO SVCS/DWD WELCOME CENTER	000000	3,664.58
01-3791	ADVANCED ENGINEERING AN					
		I-49700	564-4192-422	PROFESSIONAL GRADING-SITE CLEAN-CONC POURS	000000	8,914.90
01-3875	FMG ENGINEERING					
		I-27399	564-4192-422	PROFESSIONAL PRO SVCS GEOTECHNICAL EVAL	000000	788.12
				DEPARTMENT 192 PUBLIC BUILDING	TOTAL:	279,623.60
				FUND 564 LOWER MAIN VISITOR CENTER	TOTAL:	279,623.60

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-10/01/16	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,110.92
01-0578	TWIN CITY HARDWARE & LU					
		I-D348485	602-4330-426	SUPPLIES	000000	8.99
		I-D348631	602-4330-426	SUPPLIES	000000	15.99
		I-E65899	602-4330-426	SUPPLIES	000000	0.70
01-0684	NORTHWEST PIPE FITTINGS					
		I-1118274	602-4330-425	REPAIRS	000000	77.11
01-1365	SD PUBLIC HEALTH LAB					
		I-10573206	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1491	RENNER, DONOVAN					
		I-092816	602-4330-415	GROUP INSURAN REIMBURSEMENT	000000	267.19
01-1827	MS MAIL & MARKETING					
		I-8392	602-4330-426	SUPPLIES	000000	248.39
01-3877	MUTUAL OF OMAHA					
		I-578383204	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	21.04
				DEPARTMENT 330 WATER	TOTAL:	3,780.33
				FUND 602 WATER FUND	TOTAL:	3,780.33

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03881 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 607 MT MORIAH CEMETERY OPERAT

DEPARTMENT: 580 MT. MORIAH

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU					
		I-E65453	607-4580-425	REPAIRS	FLAPPER CHAIN/MT. MORIAH	000000 3.29
		I-E65601	607-4580-426	SUPPLIES	COFFEE MAKE-VINEGAR/MT. MORIAH	000000 40.78
01-3838	VAST BROADBAND					
		I-09-16-16 MT MORIAH	607-4580-428	UTILITIES	TELEPHONE 9/20-10/19/16/MM	000000 40.91
		I-09-18-16 MT MORIAH	607-4580-428	UTILITIES	TELEPHONE 9/22-10/21/16/MM	000000 40.87
				DEPARTMENT 580 MT. MORIAH	TOTAL:	125.85
				FUND 607 MT MORIAH CEMETERY OPERAT	TOTAL:	125.85

PACKET: 03881 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-10/01/16	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,082.31
01-0578	TWIN CITY HARDWARE & LU	I-E66567	610-4360-426	SUPPLIES SCREWS,THREADLOCKER - P & T	000000	21.98
01-1003	VERIZON WIRELESS	I-9771892441	610-4360-424	RENTALS PHONE SERVICE - METERS	000000	40.01
01-1813	GENERAL TRAFFIC CONTROL	I-17502	610-4360-426	SUPPLIES SOLAR TRAFFIC SIGNS - P&T	000000	4,665.00
01-3877	MUTUAL OF OMAHA	I-578383204	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.70
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						8,824.00
01-0320	WHITE'S CANYON MOTORS	I-615464	610-4361-426	SUPPLIES LINK - TROLLEY	000000	62.16
		I-615489	610-4361-426	SUPPLIES BRACKET - TROLLEY	000000	29.56
01-0433	WELLMARK BLUE CROSS BLU	I-10/01/16	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,549.36
01-0583	OWENS INTERSTATE SALES	I-5268-292553	610-4361-426	SUPPLIES POWER STEERING FLUID - TROLLEY	000000	16.48
		I-5268-293787	610-4361-426	SUPPLIES LAMPS - TROLLEY	000000	13.16
01-0600	TRIPLE K TIRE & REPAIR	I-1-46483	610-4361-425	REPAIRS REPLC REAR BRAKES - TROLLEY	000000	1,131.44
		I-1-46491	610-4361-425	REPAIRS RPLC REAR BRAKES - TROLLEY	000000	1,043.45
01-1503	BLACK HILLS SPECIAL SER	I-257	610-4361-422	PROFESSIONAL TROLLEY CLEANING	000000	1,680.00
		I-258	610-4361-422	PROFESSIONAL TROLLEY CLEANING	000000	1,770.00
01-1626	SERVALL UNIFORM AND LIN	I-2475965	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	84.45
		I-2479032	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	93.67
		I-2482131	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	84.45
		I-2485206	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	93.67
		I-2488402	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	84.45
01-2174	SPECIALTY VEHICLES	I-26968	610-4361-426	SUPPLIES SWITCH PANEL - TROLLEY	000000	273.25
		I-26989	610-4361-426	SUPPLIES SWITCH PANEL - TROLLEY	000000	259.16
		I-26992	610-4361-426	SUPPLIES HEATER CONTROL CLUSTER-TROLLEY	000000	401.92

PACKET: 03881 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3706	STURGIS AUTO PARTS, INC					
		I-168879	610-4361-426	SUPPLIES SHOCKS - TROLLEY	000000	400.27
01-3877	MUTUAL OF OMAHA					
		I-578383204	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	9.88
01-3970	A & I DISTRIBUTORS					
		C-2851053	610-4361-426	SUPPLIES RTN OF SERV PRO OIL - TROLLEY	000000	73.92-
		I-2857117	610-4361-426	SUPPLIES 55 GAL.OIL,WNDSHLD CLNR-TROLLE	000000	237.33
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	9,244.19
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	18,068.19

PAGE: 21

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT		
01-0578	TWIN CITY HARDWARE & LU							
		I-E66180	611-4362-426	SUPPLIES	BULBS - PARKING	000000	296.75	
01-1567	TENNANT SALES & SERVICE							
		I-914074027	611-4362-425	REPAIRS	FILTER-PLATE-SWCH-SKIRT/RAMP	000000	944.38	
01-3838	VAST BROADBAND							
		I-09-14-16 PRK RAMP	611-4362-428	UTILITIES	TELEPHONE 9/19-10/18/16/RAMP	000000	145.50	
01-3896	EAGLE ENTERPRISES, LLC							
		I-121982	611-4362-426	SUPPLIES	LED LIGHTS FOR PARKING RAMP	000000	27,000.00	
				DEPARTMENT 362	MAIN STREET RAMP	TOTAL:	28,386.63	
				FUND	611	MAIN STREET RAMP	TOTAL:	28,386.63

9/30/2016 11:29 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

PACKET: 03881 COMBINED - 10/4/16

VENDOR SET: 01

FUND : 721 TIF #5 B.Y. DEVELOPMENT

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3673	LIBERTY NATIONAL BANK					
		I-090116	721-4000-429	OTHER TIF PAYMENT	000000	873.23
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	873.23
				FUND 721 TIF #5 B.Y. DEVELOPMENT	TOTAL:	873.23
					REPORT GRAND TOTAL:	713,558.47

10-3-16
SA

PROCLAMATION

WHEREAS, on a global scale, about 1 in 4 people live in conditions that harm their health, safety, prosperity and opportunities; and

WHEREAS, on a local level, 1,186 people were homeless in South Dakota in 2016.

WHEREAS, secure tenure not only facilitates opportunities for investment and wealth accumulation, but also provides a source of identity, status and political power and serves as a basis for the pursuit of other rights; and

WHEREAS, the United Nations General Assembly has declared the first Monday in October as World Habitat Day, a time to unite in a worldwide effort to eradicate poverty housing. By raising awareness and advocating for universal decent housing, we can change the systems that reinforce poverty housing and make affordable homes a reality for all; and

WHEREAS, in recognition of World Habitat Day 2016, Black Hills Area Habitat for Humanity will continue to build and preserve simple, decent, affordable housing for families in the Black Hills, and will continue to address the lack of decent housing around the world while reducing environmental impact by recycling building materials through Habitat ReStores.

NOW, THEREFORE, I, Charles M. Turbiville, Mayor of Deadwood, do hereby designate October 3rd, 2016, as

World Habitat Day

and encourage all Deadwood Citizens to work towards the elimination of inadequate housing.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Deadwood this 3rd day of October, 2016.

Mayor Charles M. Turbiville

City of Deadwood, SD

10-3-16
SB

BANNER PERMIT APPLICATION

(NOTE: ONE APPLICATION PER BANNER PER FAÇADE REQUIRED)

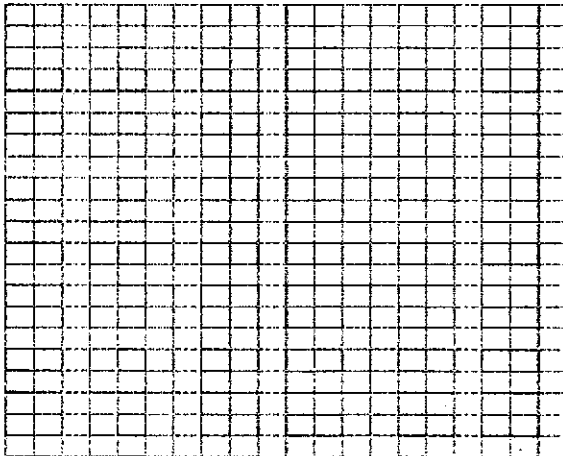
APPLICANT INFORMATION

Property Owner's Name: Lead Deadwood Regional Hospital
Address: 61 Charles Street
City: Deadwood State: SD Zip: 57732
Telephone: 719-6010 Fax: 719-6163

PROPOSED BANNER LOCATION

Business Name: LEAD DEADWOOD Regional Hospital
Address: 61 Charles Street
City: Deadwood State: S.D Zip: 57732
Telephone: 719-6010 Fax: 719-6163

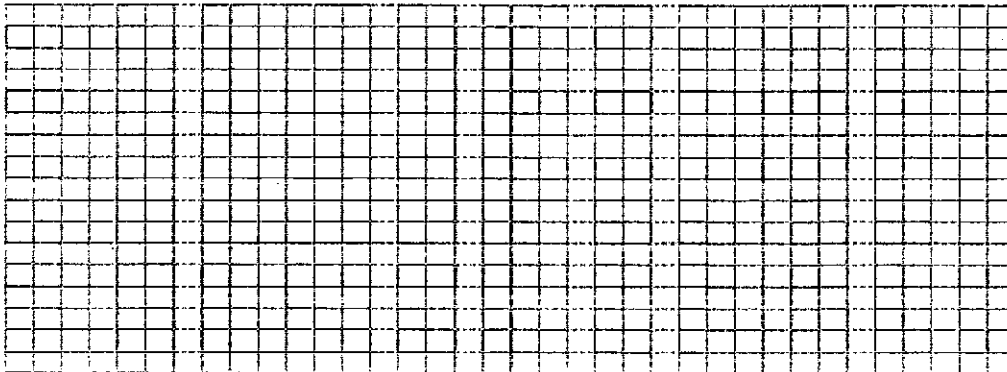
Description of Proposed Banner Location on Building



under the canopy by the
front door of the Hospital
next to the street.

DESCRIPTION AND DIMENSIONS OF BANNER

Proposed Banner with dimensions (photograph or sketch of proposed banner)



45" High
69" wide

City of Deadwood, SD

BANNER REQUIREMENTS

15.32.100 Banners. "Banner" means a long strip of flexible material, or machine-printed sign, of distinctive design displaying a decoration, slogan, advertising, etc., especially one suspended between two points, generally temporary in nature.

15.32.130 (26) Disallowed signs. Banners are generally not allowed. However, when used in connection with a special or civic event are allowed with a permit, available through the city, at a rate related to fees listed in the city fee schedule, which is set and amended by resolution, per business, per banner, per calendar year – multiple banners may be included in one application, however each banner in such application is subject to the fee; provided the event is sponsored by a not-for-profit organization or a governmental agency. Special events shall be designated by the city commission. The permit fee may be waived for a nonprofit organization, provided it obtains a permit from the city. All such banners and signs shall be allowed to be placed no sooner than seventy-two (72) hours prior to the beginning of the event and removed within forty-eight (48) hours after the termination of the event. All banners displayed under this clause must explicitly and clearly promote the special or civic event or include the promotion of Historic Deadwood by including the following language, "Welcome to Historic Deadwood." A permit must be obtained and issued by the zoning administrator and the building inspector. The banners must be approved by the zoning administrator and the building inspector.

Banners hung pursuant to this section must primarily and principally specify the special or civic event, OR with the text "Welcome to Historic Deadwood" primarily and principally displayed. The banner must be made of water-resistant materials and placed on a building facade during the promoted special or civic event in compliance with the existing sign ordinance. It may not exceed ninety-six (96) square feet in area. No variances to this size limit may be approved by the planning and zoning commission. It shall be a single-piece sign with no attachments or additions, including but not limited to, the addition of any handwritten letters or symbols. Only one (1) banner may be placed on any one (1) side of a building or facade. Banners may be placed on temporary structures, including but not limited to, stages or fences that are constructed for special or civic events. An applicant who wishes to appeal the decision of the zoning administrator and the building inspector may appeal to the planning and zoning commission as provided by statute.

An applicant who wishes to appeal the decision of the Planning and Zoning Officer and the City Building Inspector may appeal to the Planning and Zoning Commission as provided by statute.

Any variance request must be approved by the Deadwood Planning and Zoning Commission.

APPLICANT'S SIGNATURE(S)

Steven Daniels
Applicant

9-27-16
Date

Applicant

Date

City of Deadwood, SD

FINAL APPROVAL SIGNATURES

With the authority provided by the City of Deadwood and the Deadwood Planning and Zoning Commission, we the following Planning and Zoning Officer and the City Building Inspector do hereby approve the banner application.

City Building Inspector

Date

Planning and Zoning Officer

Date

APPEAL REQUIRED

This banner requires a variance and must be reviewed by the Deadwood Planning and Zoning Commission as provided by statute.

City Building Inspector

Date

Planning and Zoning Officer

Date

OCTOBER IS

MOTHER
DAUGHTER
FRIEND
or
WIFE...
...MAKE
EARLY
DETECTION
A HABIT
FOR LIFE



National
**Breast
Cancer**
Awareness
Month 

Dear Deadwood city officials

10/21/16
LA

I am writing to you to inform you on the annual garland and greens sale hosted by the Trinity United Methodist youth. Enclosed you will find the proposal from 2015. The costs of garland have not changed and we hope we can count on your business again this year. In the past, we have placed garland from the corner of the First Interstate Bank corner to the highway along Charles Street and around the depot. We were wondering if you would like to purchase additional garland to be placed on the new lights up to Walnut street. In the past your generosity has helped youth go on mission trips and church camp.

We thank you for your consideration of purchasing garland from us. We look forward to hearing from you. Please call Ginger Phillips 584-3614 or Barb Hansen 578-3765 if you have any questions.

Sincerely,

Ginger Phillips

Ginger Phillips

Proposal for Greenery Purchase

36 garland	\$30 each	total	\$1080
4 small wreaths	\$25 each	total	\$100
12 medium wreaths	\$35 each	total	\$420
2 large wreaths	\$45 each	total	\$90
Grand total			\$1690

The city of Deadwood has purchased the above items for several years from either the Jobs Daughters or now from the youth of Trinity United Methodist. If you decided to purchase additional garland; the cost for the garland would be \$1950.

The deadline for purchase is November 1, 2016.

The Trinity United Methodist youth and parents will be hanging the greenery during the Thanksgiving weekend.

For ordering information or questions please contact Ginger Phillips at 584-3614 or 949-3669 or Barb Hansen at 578-3765 or 631-0072

103-14
6D

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
FORGEY CONSTRUCTION, LLC

This Agreement, dated this ____ day of _____, 2016, is by and between the CITY OF DEADWOOD, a South Dakota municipality with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY" and FORGEY CONSTRUCTION, LLC of P.O. Box 1044, Spearfish, SD 57783, hereinafter referred to as "FORGEY."

WHEREAS, FORGEY has agreed to enter into a contract with the CITY to remove 564 square feet of sidewalk across from the library and replace with new concrete. The total amount for completion of the work shall be Five Thousand Five Hundred Dollars (\$5,500.00); and

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

WHEREAS, the CITY has accepted the proposal from FORGEY, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. FORGEY shall remove 564 square feet of sidewalk across from the library
3. FORGEY shall pour a new sidewalk;
4. FORGEY shall provide all signage and/or other markers/barriers to prevent injuries to persons or property near the work area;
5. FORGEY will maintain the sidewalk for the public to enter and exit safely while construction is proceeding;
6. All work shall be done in a professional and workmanlike manner;
7. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;

8. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
9. FORGEY shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
10. FORGEY agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of FORGEY in connection with this agreement or services performed or materials provided pursuant to this contract;
11. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to FORGEY;
12. CITY shall pay FORGEY a sum not to exceed Five Thousand Five Hundred Dollars (\$5,500.00), upon completion of work; and
13. FORGEY shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

CITY OF DEADWOOD

By _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

FORGEY CONSTRUCTION, LLC

By _____
Dennis Forgey, Member

State of South Dakota)
) SS
County of _____)

On this _____ day of _____, 2016, before me, the undersigned officer, personally appeared Dennis Forgey, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

10-3-16
6 E

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
SCHMIDT CONSTRUCTION

This Agreement, dated this ____ day of _____, 2016, is by and between the CITY OF DEADWOOD, a South Dakota municipality with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY" and SCHMIDT CONSTRUCTION of 8082 Blucksberg Drive, Sturgis, SD 57785, hereinafter referred to as "SCHMIDT."

WHEREAS, SCHMIDT has agreed to enter into a contract with the CITY to replace nine (9) panels on Pleasant Street and to replace four (4) sections of sidewalk on Shine Street. The total amount for completion of the work shall be Nineteen Thousand One Hundred Dollars (\$19,100.00); and

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

WHEREAS, the CITY has accepted the proposal from SCHMIDT, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. SCHMIDT remove and replace nine (9) panels on Pleasant Street;
3. SCHMIDT shall cut the sidewalk and curb on Shine Street;
4. SCHMIDT shall remove concrete;
5. SCHMIDT shall pour a new sidewalk, gutter, and drain pan;
6. SCHMIDT shall provide all signage and/or other markers/barriers to prevent injuries to persons or property near the work area;
7. SCHMIDT will maintain the sidewalk for the public to enter and exit

safely while construction is proceeding;

8. All work shall be done in a professional and workmanlike manner;
9. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
10. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
11. SCHMIDT shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
12. SCHMIDT agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of SCHMIDT in connection with this agreement or services performed or materials provided pursuant to this contract;
13. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to SCHMIDT;
14. CITY shall pay SCHMIDT a sum not to exceed Nineteen Thousand One Hundred Dollars (\$19,100.00), upon completion of work; and
15. SCHMIDT shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

CITY OF DEADWOOD

By _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

SCHMIDT CONSTRUCTION

By _____
Bill Schmidt, Member

State of South Dakota)
) SS
County of _____)

On this _____ day of _____, 2016, before me, the undersigned officer, personally appeared Bill Schmidt, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

Grant Application

10-3-16
6 H

9 INSTRUCTIONS FOR PROJECT PROPOSALS

Until further notice, project proposals are being accepted at the time of release of this Final Plan in January, 2005.

Prospective proposals for trust resource restoration will be scored by the weighted-criteria in Section 8. There are unavoidable overlaps on some criteria but applicants should provide a complete response to each section. In this way, each point will be thoroughly covered and the cumulative project benefits will be made clear.

----- Use any format but please provide the following information as completely as possible, and be specific. Include any pertinent information not previously covered that you feel would be helpful in evaluation of the proposed project. Send proposals to the Whitewood Creek Restoration Plan Coordinator listed in Section 2.3. -----

1. Project Title
Include a local place name in title rather than a generic term. For example, "Cheyenne River Watershed Restoration Project" rather than "South Dakota Wetland Restoration Project".
2. Location
List project location(s), submit map and include legal description. Include drainages and local place names that will help identify the project area. Include photos of project area.
3. Person or Organization Making the Proposal
The name (s) and affiliation (s) of principal parties involved, including name of title holder. Include addresses with phone numbers, e-mail, etc. Identify a contact person (the person most familiar with the project in case clarification or additional information is needed).
4. Qualifications
List your qualifications and past experience related to similar cooperatively funded projects. What are your qualifications to design such projects? What have been your implementation achievements and successes related to habitat restoration?
5. Project Summary
Briefly describe:
 - Known trust resources or include copies of previous inventories.
 - Management and monitoring goals, objectives.
 - Restoration options (i.e. acquisition, conservation easement, lease agreement, joint management agreement, or any combination).
 - Describe cooperative management agreements with other agencies and/or conservation groups.

6. Implementation Schedule

- List month and year when project could be initiated.
- Provide a concise Statement of implementation schedule.
- List any time critical information.

7. Estimated Project Cost

The financial information requested below should be as complete as possible. Please give an explanation if, for some reason, you cannot supply all of the information requested.

- List total amount of funds requested from the HMC-NRRF, include all partner contributions.
- Provide allocated cost estimates for:
 - start up (i.e. environmental, archeological, land, etc. survey or inventory)
 - project goal implementation (i.e. fencing, signage, revegetation, etc.)
 - annual operations, maintenance and monitoring (i.e. law enforcement; public health and safety; resource management and monitoring, surveys; infrastructure; public use, etc.)

8. Existing Project Area Land Management Activities

- Names and addresses of property owner(s).
- Identify size of project area, estimate acreage or percentage of each habitat type represented on the property.
- Land status and describe present land use.
- Identify known or suspected hazardous substances, chemicals, pesticides, petroleum products or other substances of concern. Include description of where these substances occur, to what degree and disposal proposal. List any known present or historical usage or dumping of hazardous, chemical or petroleum materials on the property (e.g., pesticide container storage, airstrip for aerial spray applicators, battery storage, old farms and barns sometimes have underground tanks for gasoline, oil dump pits, transmission lines, underground gas pipelines, dry wells, etc.).
- Describe the project's relationship to *adjacent* land use (i.e. easements, water rights, timber harvest, mining, livestock grazing, recreation development, etc.).
- Describe any encumbrances associated with the property (e.g., timber, mineral, and water rights, access and utility easements). Has a title search been conducted? (yes or no – do not have to conduct one at this point).
- List any existing problems on the area that you are aware of such as weed control, erosion, trash or dump sites, severe overgrazing, physical hazards, pipelines, fencing or easements that need or will need immediate attention.

9. Project Ranking Criteria

Describe how the proposed project will meet each of the ranking criteria in Section 8.

10. Cultural Resources

Identify known or suspected historical and archeological sites on the property (i.e., real property that meets criteria for historical significance and any Native American cultural artifacts or sites). If the property has been surveyed in the past, present the results. If no survey information exists, state whether there is a strong possibility that such resources exist. Cultural resources may affect resource management efforts on the property and will be carefully considered.

11. Threats

Describe the specific type and degree (long- or short-term) of threat to the resource the Trustees are attempting to protect by your proposed action. Provide your best estimate of how soon these threats could be realized (i.e. sub-development, agricultural practices, industry, etc.).

12. Application Deadline

The Restoration Team is seeking project proposals until funds are exhausted or we announce a more definitive deadline.

13. Notice to County for Land Acquisition or Permanent Easements ONLY

This section is ONLY for land acquisition or permanent easement projects. All other project DO NOT need to comply with this section.

Once the project has been accepted as a potentially funded project, the Restoration Team or the SD Department of Game, Fish and Parks (GFP) Secretary and the U.S. Fish and Wildlife Service (FWS) Region 6 Director, will contact the project's willing landowner (or designee). At that point, the GFP Secretary and FWS Region 6 Director must notify the county(s) of the intent to buy private land which will become public land or the intent to place a permanent easement on the property title. The following process must be followed:

Should the GFP Secretary and FWS Region 6 Director approve of a land acquisition or permanent easement, notice of intent of the same must be provided by GFP and FWS to the respective County Commission and Conservation District in writing for their approval or recommended disapproval. GFP and FWS representatives will make themselves available for discussions, to provide information and to assist in the process.

Upon receipt of the notice of the intended land acquisition or permanent easement, the County Commission and Conservation District must within 60 days, conduct a public hearing and County Commission/Conservation District meetings. The County may ask GFP and FWS representatives to attend a public hearing and meetings.

The County Commission and the Conservation District shall within 60 days of submission of notice of intent, provide to the GFP Secretary and FWS Region 6 Director, a written response for their recommended approval or disapproval of the

intended land acquisition or permanent easement and provide specific reasons for their recommendation. If the required written response is received by the GFP Secretary and FWS Region 6 Director within the required 60 days, the Governor, on behalf of the State and the FWS Region 6 Director on behalf of the Federal Government, shall consider the recommendations of the County Commission and Conservation District. The Governor and the FWS Region 6 Director have the absolute right to approve or disapprove of the intended land acquisition or permanent easement notwithstanding the County Commission's or Conservation District's decision.

Address for GFP Approving Official: Secretary, The South Dakota Department of Game, Fish and Parks, 523 East Capitol, Pierre, SD 57501. (605) 773-3381.

Address for FWS Approving Official: Region 6 Director, Mountain-Prairie Region, The U.S. Department of Interior, Fish and Wildlife Service, 134 Union Blvd., Lakewood, CO 80228-1807. (303) 236-7920

10-3-16
61

RESOLUTION 2016-20

**DESIGNATING BUSINESS IMPROVEMENT DISTRICT NO. 7 BOUNDARIES
AND
APPOINTING BUSINESS IMPROVEMENT DISTRICT NO. 7 BOARD MEMBERS**

WHEREAS, the City of Deadwood has by previous resolution, ordinances, and action established and designated the boundaries of Business Improvement District No. 7 for the City of Deadwood pursuant to SDCL 9-55-5; and

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

BE IT RESOLVED by the City of Deadwood, by its Mayor and with the approval of the City Commission, having first established the above boundaries, that the following members are appointed to the Business Improvement District Board District No. 7 for a term of one (1) year from August 1, 2016 through July 31, 2017:

Diana Graham-Mineral Palace
Willie Welchel-Gold Country Inn/Deadwood Station
Pat Roberts-Best Western Hickok House
Joe Henning-BH Inn and Suites
Caleb Arcenault-Cadillac Jack's/Springhill Suites/Hampton Inn
Gordon Mack-Cedarwood Inn
Susan Kightlinger-Deadwood Mountain Grand
Ken Gienger-Celebrity/Branch House
Tracy Island-Comfort Inn
Ron Island-Super 8
Charles Brimmer-Bullock Hotel
Dave Larson-Deadwood Dick's
Sue Hayes-Deadwood Gulch Resort
Michael Trucano-Hickok Hotel/Iron Horse Inn
Michelle Fischer-The Hotel by Gold Dust
Amber Diers-777/Gold Dust Lodging (Holiday Inn Express)/Hotel by Gold Dust
Steve Schaeffer-First Gold
Tom Rensch-Franklin Hotel
Court French-Thundercove
Dexter Koehne-Butch Cassidy Suites
Blake Haverberg-Martin Mason
Anthony Galbraith-Lodge at Deadwood
Tom Koth-Madame Peacock's

Dated this 3rd day of October, 2016.

CITY OF DEADWOOD

ATTEST:

Charles Turbiville, Mayor

Mary Jo Nelson, Finance Officer

10-3-16
6:30

Permission for Randy Pfarr, Tom Kruzel, John Tridle,
Trent Mohr, Bob Nelson Jr. and Bob Nelson Sr. to attend
2016 Safety & Loss Control Training Conference in Pierre
on November 9 & 10 Lodging and Meals.

Robert Nelson Sr.

Transportation Director/Risk Manager

City Of Deadwood

2ND JOINT SD RISK & SAFETY CONFERENCE

Ramkota River Center, Pierre, SD

November 9 & 10, 2016

Nov. 9 - Registration 8:00 AM - 1:00 PM - Opening Session 1:00 PM - 2:15 PM - Lunch 2:15 PM - 3:00 PM - General Session 3:00 PM - 4:00 PM
Nov. 10 - Breakfast 7:00 AM - Teleconference 8:00 AM - 9:00 AM - General Session 9:00 AM - 12:00 PM

"RISK MANAGEMENT: TAKING IT TO THE NEXT LEVEL!"

Sponsored by:

State of South Dakota Office of Risk Management
South Dakota Public Assurance Alliance - SDML Workers' Compensation Fund
Claims Associates, Inc./Insurance Benefits, Inc./ Safety Benefits, Inc.

CONFERENCE TOPICS & SPEAKERS

♦ "Getting Your Safety Performance to the Next Level" - Bob McCall, President, Inspire High Performance - Opening General Session - Day 1 - 1:00 - 2:15 PM	♦ "Fighting the Invisible Dragons" - Danielle Crough & John Beranek - Silverstone Group - Opening General Session - Day 2 - 8:00 - 9:30 AM
♦ "Marijuana: High Time for Discussion" - Don Marose, CD Training Consultants - Breakout Session - Day 1 - 2:30 - 3:30 PM	♦ "Telematics: Accelerating Your Fleet's Safety and Efficiency" - Kevin O'Sadnick, Risk Manager, Safety National - Breakout Session Day 2 - 9:45 - 10:45 AM
♦ "Workers' Compensation Questions & Answers" - Brad Wilson - SDML Workers' Compensation Fund Breakout Session - Day 1 - 2:30 - 3:30 PM	♦ "Taking Distracted Driving by Storm - Don Marose, President, CD Training Consultants - Breakout Session - Day 2 - 9:45 - 10:45 AM
♦ "Risk Royale! Test Your Knowledge of Liability Risks & Solutions" offered by PEPL & SDPAA - Claims Associates Staff - Breakout Session - Day 1 - 2:30 - 3:30 PM	♦ "Methamphetamine One Pot Labs: What You Need to Know to Recognize the Dangers - Justin Pederson, SD National Guard & Buckley Wright - DCI - FBI Task Force Breakout Session - Day 2 - 9:45 - 10:45 AM
♦ "Cyber Attacks & Defenses" - Josh Paull, Ph.D - Director of Cyclops Lab - Dakota State University- Breakout Session - Day 1 - 2:30 - 3:30 PM	♦ "Dealing with Threats & Hostile People in Today's Workplace" - Trooper John Peary, SD Highway Patrol - Breakout Session Day 2 - 9:45 - 10:45 AM
♦ "Mock Trial" - Rob Anderson & Stephanie Pochop - General Session #2 - Day 1 - 3:50 - 4:50 PM	♦ "Vision Mindset Grit - Stand Up to Your Challenges" - Scott Burrows - Closing General Session - Day 2 - 11:00 - 12:00 Noon

CONFERENCE REGISTRATION*

Before November 4th

Amount

SDPAA &/or SDML WC

\$10.00 Late Charge after 11/4/2016
No cancellations after 11/4/16

Fund Members

\$65.00

\$ _____

Non-Pool Members

\$90.00

\$ _____

IF YOU REGISTER THREE,
THE FOURTH IS FREE!

*Breakfast Included in
Registration Fee

TOTAL REMITTANCE

\$ _____

IMPORTANT NOTES:

- To qualify for the 2017 Silver and Gold Levels Safety Awards you must have someone attend the 2016 Conference
- Motel Information: Ramkota Hotel - 920 W. Sioux Avenue (605) 224-6877.

REGISTRATION	Name: _____
	Title: _____
	Entity/ Employer: _____
	City/County: _____
	Telephone #: _____
	(Attach sheet for additional names)
	REGISTER
	By Phone: Contact Janet at: (888) 313-0839
	By Mail: Safety Benefits, Inc., 4901 Isabel Place, Suite 120, Sioux Falls, SD 57108
	By E-mail: jsporrer@safety-benefits.com Make Checks Payable to Safety Benefits, Inc.

10-3-16
7A

Notice to Bidders

NOTICE IS HEREBY GIVEN, that the City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 p.m. on September 29, 2016, to complete the **"Reconstruction of the City Steps and Retaining Walls at 1 Forest Street (#2015-319)"** for the City of Deadwood. Bids will be publicly opened at 2:00 p.m. on September 29, 2016 in the Commission Chambers at City Hall 102 Sherman Street, Deadwood, SD with results presented to the City Commission on October 3, 2016 at 5:00 p.m.

The contractor shall pay the sum of \$100.00 per day for each day that the project is not completed beyond the project completion date as specified within the plans and specifications. The assessment of liquidated damages for failure to complete the work within the contract period shall not constitute a waiver of the City's right to collect any additional damages which the City may sustain by failure of the contractor to carry out the terms of their contract.

The damages stipulated above are to be deducted from any monies due to contractor as liquidated damages for the loss to the grantee.

Plans and specifications for the project may be obtained electronically from Albertson Engineering, Inc., 3202 West Main Street, Suite C., Rapid City, South Dakota 57702 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

Bid security will be required in the form of a cashier's check or certified check in the amount of five (5) percent of the total for the bid submitted. Check shall be issued or certified or issued by state or national bank and made payable to the City of Deadwood. In lieu of a check, a bid may contain a bid bond for ten (10) percent of the amount of the bid, issued by a surety authorized to do business in this state, made payable to the City of Deadwood. A performance bond is also required.

Bids must be sealed and marked **"Reconstruction of the City Steps and Retaining Walls at 1 Forest Street"**. Bids shall be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 6th day of September, 2016.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish Black Hills Pioneer: September 9, 2016, and September 18, 2016

10-3-16
7B

SEALED BIDS ACCEPTED ON SURPLUS PROPERTY

City of Deadwood

Is accepting sealed bids on the following surplus vehicles:

1982 Jeep Eagle-30 - VIN# 1ACCK3658CK100334

1992 Mercury Sable - VIN# 1MECM5046NG664270

1997 Pontiac Grand AM - VIN# 1G2NW52TOVC793741

Bids will be received until 3:00pm on Thursday September 29, 2016 and opened that same day with results to City Commission on Monday October 3. Envelopes must be clearly marked "SEALED BID" and also identify the car make and model on the envelope. The city reserves the right to reject any or all bids. Payment must be made in Finance Officer within 24 hours of acceptance by City Commission. For further information contact, Public Works at 605-578-3082.

/s/ Mary Jo Nelson, Finance Officer

Please publish Black Hills Pioneer: August 19 and August 26.

10-3-16
8A

**NOTICE OF PUBLIC HEARING
RELAXATION OF OPEN CONTAINER ORDINANCE
FOR WILD WEST SONGWRITERS EVENT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held October 3, 2016 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

OPEN CONTAINER REQUEST:

Friday October 14, 2016: 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 October 15, 2016: 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.

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 19th day of September, 2016.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish BH Pioneer: September 22, 2016

10-3-16
EB

**NOTICE OF PUBLIC HEARING
FOR STREET CLOSURE FOR HOMECOMING PARADE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held October 3, 2016, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or as soon thereafter as the matter may be heard will consider the following request:

LEAD-DEADWOOD HIGH SCHOOL HOMECOMING PARADE

Main Street Closure:

Friday, October 7, 2016

- Main Street closure from the Four Aces to Masonic Temple from 2:00 p.m. until the parade ends. Parade will assemble in Lower Main Parking Lot.

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

Dated this 19th day of September 2016.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer September 22, 2016

For any public notice that is published one time:

Published once at the total approximate cost of _____.

C H A M B E R L I N
A R C H I T E C T S

103-16
10B

TRANSMITTAL

DATE: 9/16/2016

TO: City of Deadwood
102 Sherman St.
Deadwood, SD 57732

ATTN: Ron Green

PROJECT: Deadwood Lower Main Parking Lot & Welcome Center

FOR YOUR: Use

THE FOLLOWING:

<u>Copies</u>	<u>Description</u>
1	CO#5

REMARKS: Ron here is CO#5 for the next council meeting. Let me know if you have any questions.

FROM: John Lushbough
Tel: 605- 355-6804

S:\1453 - Deadwood Visitor Center\6. CONSTRUCTION\CHANGE ORDERS\CO#5\1453-TRANS DWD-CO#5.doc

• A P R O F E S S I O N A L C O R P O R A T I O N •

725 ST JOSEPH STREET
RAPID CITY, SOUTH DAKOTA, 57701
TELEPHONE (605) 355-6804
WEBPAGE www.chamberlinarchitects.com

CHANGE ORDER

OWNER ☐
 ARCHITECT ☐
 CONTRACTOR ☐
 FIELD ☐
 OTHER ☐

PROJECT: Deadwood Lower Main Parking Lot &
 Welcome Center
 105 Main St.
 Deadwood, SD 57732

CHANGE ORDER NUMBER: Five (5)

DATE: 9/15/2016

ARCHITECT'S PROJECT NO: 1453

TO CONTRACTOR:

Ainsworth-Benning Construction Inc.
 345 Industrial Dr.
 Spearfish, SD 57783

CONTRACT FOR: General Construction

CONTRACT DATE: 12/22/2015

The Contract is changed as follows:

CA	Contractor			
PR #	COR #	Description	Action	Amount
PR#8		Remote Battery Pack w/ Access Panel	Add	\$238.00
PR#9		Second Electrical Service Tap	Sub	(\$3,963.00)
PR#13		Fireplace Modifications	Add	\$682.00
PR#17		Additional Floor Box for Exhibit Space	Add	\$1,592.00
PR#19		Pricing for Site Material	Sub	(\$103,399.00)
PR#20		Additional stop signs for parking lot	Add	\$367.00
PR#21		Landscape island revisions & North entry revision	Add	\$705.00
PR#22		Door Hardware Group #17	Add	\$2,199.00
PR#23		Pedestrian path railing/ post revision & Overlook step ties	Add	\$2,485.00
PR#24		Pedestrian path drain pipe	Add	265.00
Total			Sub	(\$98,829.00)

Not valid until signed by the Owner, Architect and Contractor

The original (Contract Sum)(Guaranteed Maximum Price) was\$ 6,307,450.00

Net change by previously authorized Change Orders\$ 243,934.98

The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was\$ 6,551,432.98

The (Contract Sum)(Guaranteed Maximum Price) will be (increased) (decreased)

(unchanged) by this Change Order in the amount of\$ (98,829.00)

The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be.....\$ 6,452,55.98-6,452,603.98 *md*

The Contract Time will be (increased) (decreased) (unchanged) by (0) calendar days.

The date of Substantial Completion as of the date of this Change Order therefore is.TBD

ARCHITECT

Chamberlin Architects

Address

725 St. Joseph, Suite B1

Rapid City, SD 57701

CONTRACTOR

Ainsworth-Benning Construction Inc

Address

345 Industrial Dr.

Spearfish, SD 57783

OWNER

City of Deadwood

Address

102 Sherman St.

Deadwood, SD 57732

BY

BY

BY

DATE

DATE

DATE

9/16/16

9-16-2016

10-3-16
10C

September 30, 2016

Deadwood City Commission
100 Sherman Street
Deadwood, SD 57732

RE: Letter of Support for Naming Rights of New Welcome Center
Community Meeting Room

Dear City Commissioners,

Members of the Deadwood Business Club would like to thank the city of Deadwood and the city employees for their time and investment in the new Lower Main Welcome Center project, along with the Main Street Archway. In support of these new projects, our organization has submitted a Letter of Intent to name the individual meeting room within the welcome center. This small gesture reflects our gratitude for your vision and hard work in making these improvements a reality.

It is fitting that the new community room should dedicated to the Deadwood business men and women who, over the years, opened their doors to provide goods and services to our residents and visitors.

Locally owned and operated brick and mortar small business have always been the heart and soul of every community, and Deadwood is no exception. The business association names may have changed through the years, from Deadwood Board of Trade from 1880's to the Deadwood Business Club of today. But the common thread of these organizations was to work together to promote commerce, provide needed goods and services, and help move our town forward.

We are grateful for your efforts, and are proud to be able to play a part in the completion of this project.

Sincerely,

Deadwood Business Club, Inc.
Officers, Board of Directors, and Members

Deadwood Business Club, Inc.
PO Box 15, Deadwood, SD 57732
Email: info@deadwoodbusinessclub.org

LOWER MAIN WELCOME CENTER
Naming Rights for Individual Meeting Room within the Welcome Center
Letter of Intent – September 21, 2016

City of Deadwood .
ATTN: Chief Kelly Fuller, Deadwood Police Department
Parking & Transportation Committee
100 Sherman Street
Deadwood, SD 57732

Dear Chief Fuller,
The members of the Deadwood Business Club, Inc. voted to submit this letter of intent for the naming rights for the individual meeting room to be located within the new Lower Main Welcome Center.

The Deadwood Business Club, Inc. is a group of 60 to 65 locally owned and operated small retail and service businesses within the city of Deadwood. The purpose of the this organization is to promote retail business events, improve local business conditions, support community events, cultural and heritage tourism, mentor new businesses and support the expansion of small business opportunities within the historical city.

The Deadwood Business Club is willing to enter into a contract with the City of Deadwood for a term of five (5) years at \$1,000 per year for a total of \$5,000.

Submitted by:
President Wayne Morris
Vice President Tim Conrad
Secretary Jim Trucano
Treasurer Rhonda Van Den Eykel
Directors: Dale Berg, Mike Trucano, Randy Nelson

10/3/16
10D

CONTRACT FOR PRIVATE DEVELOPMENT

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

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

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

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

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

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

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

Capital Costs

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

Professional Fees

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

Financing Costs (only TIF related)

Interest (6%)	\$1,078,536
---------------	-------------

Contingency Costs

10% contingency	\$141,000
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Administrative Costs

Organization Costs

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

Total Costs	\$4,368,036
-------------	-------------

AUTHORIZE TOTAL CONSTRUCTION COSTS AND FEES	\$2,000,000
ESTIMATED TOTAL ELIGIBLE FINANCING COSTS	\$1,078,536
ESTIMATED TOTAL ELIGIBLE PROJECT COSTS	\$3,078,536

SECTION 6. The Developer shall complete construction of project improvements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Deadwood, Lawrence County, South Dakota

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Deadwood

OPTIMA L.L.C.

Charles Turbiville
Mayor

Paul Bradsky,

ATTEST:

Mary Jo Nelson
Finance Officer

RESOLUTION 2016-18

RESOLUTION CREATING TAX INCREMENTAL DISTRICT NUMBER TEN

WHEREAS the Deadwood City Commission deems it necessary to create a tax incremental district, pursuant to SDCL 11-9-6, that overlaps and overlays the entirety of Tax Incremental District Number Nine (TID #9) and includes additional real property as more particularly described herein; and

WHEREAS the property within the following described District meets the qualifications and criteria set forth in SDCL 11-9 for an overlay tax incremental district; and,

WHEREAS the Council finds that:

1. Not less than twenty-five percent, by area, of the real property within the district is a blighted area or not less than fifty percent, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources; and
2. The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district
3. The aggregate assessed value of taxable property in the proposed district plus the tax incremental base of all other existing districts does not exceed ten percent (10%) of the total assessed value of property within the City of Deadwood; and

NOW, THEREFORE, BE IT RESOLVED by the City of Deadwood that the real property legally described below shall constitute the final boundaries of Tax Incremental District Number Ten (TID #10):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF DEADWOOD

Mayor

ATTEST:

Finance Officer

RESOLUTION 2016-19

**RESOLUTION APPROVING THE PROJECT PLAN FOR
TAX INCREMENT DISTRICT NUMBER TEN
AS SUBMITTED BY THE DEADWOOD PLANNING COMMISSION**

WHEREAS the Deadwood City Commission has determined that it is in the best interest of the City to implement plans which promote economic development and growth in the City; and

WHEREAS the Commission embraces the concept of Tax Increment Financing as a tool to encourage this desirable growth and redevelopment; and

WHEREAS SDCL 11-9-6 provides for the overlapping of one or more tax incremental districts; and

WHEREAS there has been established Tax Incremental District Number Ten, which will overlay Tax Incremental District Number Nine, along with additional areas; and

WHEREAS there has been established Tax Increment District Number Ten; and

WHEREAS the Commission deems desirable to promote economic development and create jobs in the corporate limits of the City of Deadwood; and

WHEREAS the Project Plan submitted helps make this development feasible by assisting in the development of public and private improvements to serve Springhill Suites development; and

WHEREAS the Project Plan submitted will assist with the costs of street improvements, site improvements, utility improvements, streetscaping/landscaping, and transportation improvements; and

WHEREAS the use of Tax Increment Funding to promote this development is in keeping within the statutes adopted by the South Dakota State Legislature; and

WHEREAS there has been developed a Project Plan for this Tax Increment District which proposes these improvements; and

WHEREAS the Commission has considered the Project Plan submitted by the Planning Commission and determined that the Project Plan for Tax Increment District Nine is economically feasible; and

WHEREAS the Council has further determined that this Project Plan is in conformity with the adopted Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the City of Deadwood that the Tax Increment District Project Plan for Tax Increment District Number Nine and is hereby, approved as submitted by the Deadwood Planning Commission.

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

CITY OF DEADWOOD

Mayor

ATTEST:

Finance Officer

CITY OF DEADWOOD

**TAX INCREMENT
DISTRICT #10
PROJECT PLAN**

**Cadillac Jack's Expansion
Tru Hotel By Hilton**

Prepared by the
Black Hills Council of Local Governments
For the City of Deadwood
September 2016

INTRODUCTION

Tax Increment Financing is a method of financing improvements and development in an area, which has been determined to be blighted or will stimulate and develop the general economic welfare and prosperity of the State. South Dakota Codified Law (SDCL) Chapter 11-9 give municipalities the ability to create and use Tax increment financing as a tool to encourage either the redevelopment of property and/or economic development opportunities in the community. Deadwood Tax Increment District #10 was created to stimulate the economic welfare of the state, region, and community by promoting commercial development.

The assessed value of a district is determined by the South Dakota Department of Revenue at the time the district is created by the City Council. This valuation is termed the Tax Increment Base for the district, or simply the "base valuation." As the property taxes for the property are paid, that portion of the taxes paid on the Base Valuation continue to go to those entities, (City, County, School, etc.), which levy property taxes.

When in succeeding years the assessed valuation of the district increases, the total property taxes paid by the owners of property in the district will increase accordingly. That increase in taxable valuation is the "increment." When the tax bills are paid, only that portion of the tax bill, which results from the Base Valuation, is paid to the taxing entities. The remainder of the tax bill, known as the tax increment, is deposited in a special fund. It is this plan, which determines how these accumulated funds will be used. It is anticipated that one or more of the properties in this proposed Tax Increment District will be used for commercial purposes. The creation of this Tax Increment District for economic development purposes will not require an additional levy to make up for the School District's share of the property taxes included in the Tax Increment.

For the purpose of this document, the following terms are defined as the following:

Base Valuation or Tax Incremental Base

Means the aggregate assessed value of all taxable property located within a Tax Incremental District on the date the district is created. (SDCL § 11-9-20)

Blighted Areas

A. Areas conducive to disease or crime defined as blighted. Any area, including slum area, in which the structures, buildings, or improvements, by reason of:

- (1) Dilapidation, age, or obsolescence;
- (2) Inadequate provisions for ventilation, light, air, sanitation, or open spaces;
- (3) High density of population and overcrowding;
- (4) The existence of conditions which endanger life or property by fire and other causes; or
- (5) Any combination of such factors;
are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and which is detrimental to the public health, safety, morals, or welfare, is a blighted area. (SDCL § 11-9-9)

B. Developed areas impairing growth defined as blighted. Any area which by reason of:

- (1) The presence of a substantial number of substandard, slum, deteriorated, or deteriorating structures;
- (2) Predominance of defective or inadequate street layouts;
- (3) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (4) Insanitary or unsafe conditions;
- (5) Deterioration of site or other improvements;
- (6) Diversity of ownership, tax, or special assessment delinquency exceeding the fair value of the land;
- (7) Defective or unusual conditions of title;
- (8) The existence of conditions which endanger life or property by fire and other causes; or
- (9) Any combination of such factors; substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use, is a blighted area. (SDCL § 11-9-10)

C. Open areas impairing growth defined as blighted. Any area which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of a municipality, is a blighted area. (SDCL § 11-9-10)

City

City of Deadwood, South Dakota

Developer

OPTIMA LLC

Developer's Agreement

The agreement between Developer and City concerning this Tax Incremental District.

District

Deadwood Tax Incremental District #10.

Economic Development

That not less than fifty percent, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources; and

The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district. (SDCL § 11-9-8)

Fiscal Year

The fiscal year of City of Deadwood.

Grant

The transfer for a governmental purpose of money or property to a transferee that is not a related party to or an agent of the municipality. (SDCL § 11-9-1(3))

Infrastructure Improvements

A street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, for the benefit of or for the protection of the health, welfare, or safety of the public generally.

Municipality

Any incorporated city or county in the state. (SDCL § 11-9-1(4))

Planning Commission

The City of Deadwood Planning and Zoning Commission.

Project Costs

Any expenditure or monetary obligations by City of Deadwood, whether made, estimated to be made, incurred or estimated to be incurred, which are listed as Project Costs herein will include any costs incidental thereto but diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by City of Deadwood in connection with the implementation of this Plan. (SDCL § 11-9-14)

Project Plan

A properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as recommended pursuant to SDCL § 11-9-13. (SDCL § 11-9-1(6))

Taxable Property

All real taxable property, in accordance with SDCL 10-4, located in a Tax Incremental District.

Tax Incremental District (TID)

A contiguous geographic area within a City and/or County defined and created by resolution of the governing body and named City of Deadwood Tax Incremental District #10.

Tax Increment Valuation or Increment

The total value of the Tax Incremental District minus the tax incremental base pursuant to SDCL § 11-9-19.

OVERVIEW

Through this document, the City of Deadwood Planning and Zoning Commission addresses legal requirements of specifying a Project Plan for the development of Tax Incremental District #10. The plan proposes that tax increment funds generated by commercial development of the Cadillac Jacks Gaming and Lodging facilities expansion will be used to pay for the costs associated with public works improvements involving utilities and street improvements that are necessary for commercial development to take place.

Principal elements addressed in this plan include the following:

1. Existing uses and proposed development activities within the designated Tax Incremental District (TID) boundary;
2. Developer's planned economic development proposal within the legally established TID project area;
3. Listing of estimated Project Costs that are proposed for the TID and that will be funded by incremental tax revenues generated within the District;
4. Description of proposed method of financing estimated Project Costs specified in Item 3 above;
5. Specific delineation of the Tax Incremental Base, as specified under South Dakota Law (SDCL 11-9), and the fiscal impact of the proposed TID project upon those entities levying taxes on property in the District; and
6. Economic feasibility of the overall development project and its associated ability to generate incremental tax revenue sufficient to retire the debt incurred in the process of funding Project Costs referenced in Item 3 above.

TAX INCREMENT DISTRICT

In an associated action, Tax Increment District #10 is being created. TID #10 is located southwest of the existing Cadillac Jacks Gaming and Lodging complex (see Exhibit 1). All projects that are funded through tax increment financing must be located within the District and must be under construction within five years of creation of the District.

BASE VALUE ANALYSIS OF THE CITY OF DEADWOOD

State law requires that tax increment districts cannot exceed ten percent of the taxable value of City of Deadwood (SDCL § 11-9-7). This value for City of Deadwood is approximately \$202,954,936. The total amount of value allowed in Tax Increment districts in the City of Deadwood is \$20,295,494. The Department of Revenue has not established the base value of the TID #10 (SDCL § 11-9-20) as of this time. It is

projected that the base value of this parcel will be approximately \$3,624,510. In Table #1, it documents the current active Tax Increment Districts in the City of Deadwood and their base values when they were created. The creation of this District does not exceed the maximum value allowed in Tax Increment Districts.

Table #1 Base Value Analysis	
2015 Deadwood Valuation	\$202,954,936
SDCL 11-9-7 - 10% Based Valuation	\$20,295,494
TIF #6	\$149,580
TIF #7	\$2,407,050
TIF #8	\$934,520
TIF #9	\$10,161,020
TIF #10(est.)	\$3,624,510
Total Base Value in TIDs	\$17,276,680
Base Valuation Remaining	\$3,018,814

PROJECT DEVELOPMENT

The Developer is proposing the second major addition to the Cadillac Jacks Gaming and Lodging complex. In 2001, the original Cadillac Jack's hotel and gaming facility was constructed. In 2012, the complex was expanded with the construction of the 78 room Springhill Suites by Marriott and the accompanying underground parking garage. This next phase of the development will add a new hotel, underground parking garage, restaurants, new gaming areas and other amenities.

The Developer has been preparing for this expansion for a number of years by acquiring adjacent land parcels. The new addition will be located to the southwest of the existing facilities. The Developer is proposing to vacate and relocate a portion of the existing Williams Street. Williams Street will be relocated further to the southwest closer to the Big "D" convenience store (see Exhibit #4). Also, two residences located on the west side of existing Williams Street (i.e. currently known as 52 & 54 Williams Street) will be removed.

The new addition will be 4-story building that will be similar in height to the existing adjacent buildings and that will contain surface parking as well as an approximately 134-stall underground parking structure. The expansion will include 105 room hotel under the Tru by Hilton. The existing Ascend Collection Hotel (the original Cadillac Jacks hotel) will be rebranded to a DoubleTree by Hilton. A new lobby and guest drop off area will be created to provide better circulation through the site/facility. The Tru hotel will be located on the new 2nd to 4th floors. The main floor will have an expanded gaming area for table games, along with a franchised coffee shop, sandwich, and pizza shop. There will also be a new sit-down dining restaurant.

Behind the new Tru hotel building, a 19 stall parking lot will be constructed that will be accessed from the relocated Williams Street. This parking lot will be supported in part by a newly constructed soil nail retaining wall. Above this retaining wall and up the hillside exists a historically significant wagon trail, Pleasant Street Wagon Road Trail that may in the future be accessed from Gott/Pleasant Street. This wagon trail extends behind the existing Cadillac Jack's complex and is located on property owned by Developer.

To help promote growth in this area, key improvements need to be constructed, including the relocation of a portion of the existing Williams Street and the accompanying utility infrastructure. Other improvements include the burying of existing overhead power lines/utilities and replacement of the existing 6 inch cast iron water main with a new 10 inch water main, both located along US Highway 85/SD Highway 14A. The existing cast iron water main is susceptible to corrosion and leaks, which limits flows/water pressure. Other aspects that need to be facilitated include streetscaping/landscaping improvements along both the relocated Williams Street and also along US Highway 85/SD Highway 14A running in front of this project. The new Williams Street intersection with US Highway 85 is being coordinated with the SDDOT plans on reconstruction of US Highway 85. Another improvement includes the construction of a pedestrian crossing at the old Williams Street intersection location. The pedestrian crossing will connect to a new pedestrian bridge that is also being constructed as part of this TIF plan that will connect across Whitewood Creek and into the Days of 76 Rodeo Grounds. The final project associated with the TIF is a soil nail retaining wall located on the backside of the project. The retaining wall will provide a larger developed site, support additional parking, and allow for the collection of water runoff and drainage that will be routed down the new William Street improvements. It will also help to preserve the historically significant wagon trail located up the hillside behind this project. It is noteworthy that the City previously identified some of these improvements as projects the City would undertake in coordination with the SDDOT plans to reconstruct US Highway 85 in 2018. Some of these planned improvements will now be completed by Developer in this Project Plan, i.e. burying of overhead power lines, water line replacement, and pedestrian bridge across Whitewood Creek, etc.

All project expenditures must be completed within five years. Should the tax increment revenues exceed the anticipated loan payments, the district debt would be retired early resulting in the full value of the property being returned to the tax rolls more quickly.

EXISTING LAND USES

The existing land uses consist of commercial properties located on the west side of US Highway 85 that include parking lot for Cadillacs Jacks Gaming and Lodging facilities and First Gold Hotel Gaming Complex. Three residential properties are located on the west side of the existing Williams Street, two of which will be removed by Developer as set forth above. TIF District #10 also includes the Days of 76 Rodeo Grounds which are classified as public (see Exhibit 2).

PROPOSED LAND USES/ZONING

The multiple existing land parcels that make of the proposed Tru hotel site will be replatted as one lot. All of the parcels are zoned Commercial Highway with the exception of the existing houses located at 52 & 54 Williams Street, which will be removed, replatted, and rezoned Commercial Highway. (See Exhibit 3)

CHANGES TO THE MASTER PLAN, MAP, BUILDING CODES, AND MUNICIPAL ORDINANCES

This plan does not address issues of or changes to the Deadwood Comprehensive Plan or map, master plan, building codes or municipal ordinances other than the rezoning of the properties described in the previous section, since none of these actions are required to implement the provisions of this Project Plan.

PROPOSED METHOD FOR THE RELOCATION OF DISPLACED PERSONS

No statement of a proposed method for the relocation of displaced persons is included, since such displacement is not applicable with respect to this TIF project.

ELEMENTS OF THE PROJECT PLAN

This Project Plan, as required by SDCL 11-9-13, will address the following elements:

- 1) Public Works and Other Improvements;
- 2) Economic Feasibility Study;
- 3) Project Costs;
- 4) Fiscal Impact Statement; and,
- 5) Financing Method Description.

Additionally, the following exhibits are offered:

- Tax Increment District Boundary Map
- Existing Land Use
- Existing Zoning
- Proposed Improvements

1. PUBLIC WORKS AND OTHER IMPROVEMENTS (SDCL § 11-9-13 (1))

The project plan includes the following costs associated with the proposed development. (Exhibit #4):

Removals, Demolition & Mobilization	\$160,500
Excavation & retaining walls for utilities	\$536,800
Street Improvements	\$250,300
Storm Sewer and Detention	\$203,300
Water and Sewer	\$77,200
Soil Nail Wall	\$1,096,700

Burying Overhead Utilities	\$179,500
Pedestrian Crossing/Improvements/Bridge	\$171,200
Streetscaping and Lighting	\$143,000

Total cost of all improvements	\$2,818,500
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2. ECONOMIC FEASIBILITY STUDY (SDCL § 11-9-13 (2))

Tax Increment District #10 is proposed for creation in accordance with SDCL 11-9-2 to 11-9-11. As of this date, the assessed valuation for the proposed district is projected as \$3,624,510. In accordance with SDCL 11-9-20, certification of the base value will be requested from the South Dakota Department of Revenue following creation and approval of the district by the City Council.

ANTICIPATED CERTIFIED BASE VALUATION OF PROPERTY IN TID #10
\$3,624,510

EXPECTED INCREASE IN VALUATION

The applicant is proposing to expand the Cadillac Jacks Gaming and Lodging facility by adding 101 new rooms, expanded gaming area, several new restaurants/coffee shop, service parking both in front of new hotel and in rear, and an underground parking garage. It is estimated that value of the proposed expansion will be approximately \$15,000,000 in new assessed value.

ESTIMATED FUTURE VALUATION OF PROPOSED DISTRICT

Estimated Assessed Value of District	\$ 3,624,510
Estimated Assessed Value of Project	\$ 15,000,000
Other Anticipated Increases in Assessed Value	\$ 0
Estimated Total Increment Valuation	\$ 18,624,510

REVENUE ESTIMATES FROM TAX INCREMENTS

The Plan anticipates 25 semi-annual payments over 13 years. The potential negative short-term impact on the various taxing entities will be offset by the increase in the tax base in future years.

Non-Agricultural (Other) 2016 Tax Levies and Percentage of Total Levy

Taxing Entity	Tax Levy	% of Total Levy
School District 40-1	.012564	55.47%
City of Deadwood	.005002	22.08%
Lawrence County	.004298	18.97%
Sanitary District	.000787	3.47%
Total Mill Levy	.022651	

2016 Non-Agricultural Tax Rate: **0.022651**

Owner Occupied (OO) 2016 Tax Levies and Percentage of Total Levy

Taxing Entity	Tax Levy	% of Total Levy
School District 40-1	.012564	43.77%
City of Deadwood	.005002	27.88%
Lawrence County	.004298	23.96%
Sanitary District	.000787	4.39%
Total Mill Levy	.01794	

2016 Owner Occupied Tax Rate: **0.01794**

The estimated tax increment available to pay for project costs in the Plan can be calculated by multiplying the anticipated tax rate by the increment in valuation. This calculation results in the following tax increments, which become available as taxes are paid for the applicable periods. This plan does not anticipate any additional increment other than those identified in the plan.

OVERALL PROJECTED TAX INCREMENT INCOME

Built Date	Assessment Date	Taxes Paid	Commercial Increment	Tax Increment
2017	2018	2019	\$15,000,000	\$305,789
2018	2019	2020		\$305,789
2019	2020	2021		\$305,789
2020	2021	2022		\$305,789
2021	2022	2023		\$305,789
2022	2023	2024		\$305,789
2023	2024	2025		\$305,789
2024	2025	2026		\$305,789
2025	2026	2027		\$305,789
2026	2027	2028		\$305,789
2027	2028	2029		\$66,113

TOTAL TAX INCREMENT EXPECTED TO ACCRUE BY 12/31/28: \$2,818,210

NOTE: Tax increment payments are calculated using 90% of estimated future property valuation and 100% of expected 2016 mill levy.

3. PROJECT COSTS (SDCL § 11-9-13 (3))

The following description is the costs associated with the development of the expansion of Cadillac Jacks. These include land acquisition; building; furniture/fixture & equipment; site work; street and utilities; pedestrian improvements; fees; and other costs.

TIF #10 Development Costs

	Development Costs ¹	TIF Costs ²	Total Costs
Capital Costs			
Land acquisition & Clearing	\$2,700,000		\$2,700,000
Building Construction including parking ramp	\$15,000,000		\$15,000,000
Furniture/Fixtures/Equipment	\$5,000,000		
Removals, Demolition & mobilization		\$160,500	\$160,500
Soil Nail Wall		\$1,096,700	\$1,096,700
Excavation & retaining walls for utilities		\$536,800	
Street Improvements		\$250,300	\$250,300
Water and Sewer		\$77,200	\$77,200
Burying Overhead Utilities		\$179,500	\$179,500
Pedestrian Crossing/Improvements/Bridge		\$171,200	\$171,200
Storm Sewer and Detention		\$203,300	\$203,300
Streetscaping and Lighting		\$143,000	\$143,000
	\$22,700,000	\$2,818,500	\$25,518,500
Professional Fees			\$0
Architectural	\$335,000		\$335,000
Engineering		\$315,000	\$315,000
Legal			\$0
Sub-Total	\$335,000	\$315,000	\$650,000
Financing Costs (only TIF related)			
Interest (6%)		\$1,078,536	\$1,078,536
Contingency Costs			
10% contingency	\$1,500,000	\$141,000	\$1,641,000
Administrative Costs			\$0
Organization Costs			
Environmental/Archeological	\$23,225		\$23,225
TIF Plan Preparation		\$15,000	\$15,000
Sub-Total	\$23,225	\$15,000	\$38,225
Total Costs	\$24,558,225	\$4,368,036	\$28,926,261

¹ SDCL § 11-9-16(5) - A list of estimated nonproject costs.

Total Project Costs² (SDCL § 11-9-14)

The following costs have been identified as eligible costs to be included in the Project Plan.

Capital Costs – The capital costs of \$2,818,500 for the Project Plan includes the funding to assist with the construction of streets improvements, utilities, replacement of water mains, burying power lines, streetscapes/landscaping improvements, retaining walls, pedestrian access improvements and other utility improvements.

Financing Costs – \$1,078,536 of financing cost are being associated with Tax Increment District #10 Project Plan. This cost is based on a \$2,000,000 of expenditures at a 6% interest rate. The financing of the project will be by the developer.

Professional Service Costs – \$315,000 of professional service costs are anticipated in the Project Plan. These fees are for the development of the TIF District and Project Plan.

Relocation Costs – No relocation costs are anticipated in Tax Increment District #10 Project Plan.

Organizational Costs – \$15,000 of organizational cost are being proposed with Tax Increment District #10 Project. These costs are for the preparation of the TIF Documents.

Contingency Costs – \$141,000 contingency costs are being proposed with Tax Increment District #10 Project.

Discretionary Costs and Grants – No payments/grant anticipated in Tax Increment District #10 Project Plan.

ESTIMATED TOTAL ELIGIBLE CONSTRUCTION COSTS AND FEES	\$3,289,500
ESTIMATED TOTAL ELIGIBLE FINANCING COSTS	\$1,078,536
ESTIMATED TOTAL ELIGIBLE PROJECT COSTS	\$4,368,036

Based on discussion with the City, it was determined that the maximum allowed expenditures would not exceed \$2,000,000 not including financing costs. This was due the current city debt capacity and potential other City projects. This Project Plan authorizes a \$2,000,000 of Tax Increment Financing to use for the \$3,289,500 of eligible costs plus financing costs. The remaining balance will be the responsibility of developer.

AUTHORIZE TOTAL CONSTRUCTION COSTS AND FEES	\$2,000,000
ESTIMATED TOTAL ELIGIBLE FINANCING COSTS	\$1,078,536
ESTIMATED TOTAL ELIGIBLE PROJECT COSTS	\$3,078,536

²
SDCL §11-9-15

- (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;
- (2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;
- (3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;
- (4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;
- (5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;
- (6) Relocation costs;
- (7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and
- (8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

4. FISCAL IMPACT STATEMENT (SDCL § 11-9-13 (4))

The impact on taxing entities can be derived from determining the tax increment anticipated during the life of the district. The true impact on taxing entities of the Plan is the increase in valuation of the property within the Tax Increment District. The taxing entities are only foregoing that income during the life of the district and will realize that income as soon as the debt from the project costs in the Plan is retired. The purpose of this Plan is to encourage that increase in valuation.

At first glance it may appear that the negative impact on the various taxing entities is notable. But when it is considered that without the use of the Tax Increment Finance proposed in this plan it is very likely that there would be no increase in the taxable value of the property within this District or, at least, any increase would be significantly delayed, the impact can be considered truly positive.

The impact on the various taxing entities after the TID is influenced by the entity's relative share of the total tax levy burden within the District. A specific entity would receive its relative proportion of the estimated annual taxes that would become available to all taxing entities after the TID debt is retired or the District is dissolved, whichever occurs first.

NET IMPACT ON TAXING ENTITIES

Year Pd	NA Increment*	School	City	County	Sanitary	Total
2019	\$13,500,000	\$169,614	\$67,527	\$58,023	\$10,625	\$305,789
2020	\$13,500,000	\$169,614	\$67,527	\$58,023	\$10,625	\$305,789
2021	\$13,500,000	\$169,614	\$67,527	\$58,023	\$10,625	\$305,789
2022	\$13,500,000	\$169,614	\$67,527	\$58,023	\$10,625	\$305,789
2023	\$13,500,000	\$169,614	\$67,527	\$58,023	\$10,625	\$305,789
2024	\$13,500,000	\$169,614	\$67,527	\$58,023	\$10,625	\$305,789
2025	\$13,500,000	\$169,614	\$67,527	\$58,023	\$10,625	\$305,789
2026	\$13,500,000	\$169,614	\$67,527	\$58,023	\$10,625	\$305,789
2027	\$13,500,000	\$169,614	\$67,527	\$58,023	\$10,625	\$305,789
2028	\$13,500,000	\$169,614	\$67,527	\$58,023	\$10,625	\$305,789
2029	\$13,500,000	\$36,671	\$14,600	\$12,545	\$2,297	\$66,113

*The increment value increase is based on 90% of full and true value.

There is impact on the Deadwood School Districts but because this TID meets the requirements of SDCL 13-13-10.2 for economic development, the impact is only for the Capital Outlay and Special Education portion of the School District mill levy. The TID retains that portion of the increment that would go to the Deadwood School Districts; however, the State makes up the difference to the School District to their General Fund.

5. FINANCING METHOD (SDCL § 11-9-13 (5))

The financing method to be used in the funding of this Plan is to be obtained by the Developer. Since the Developer will be responsible for any principle and interest payments due, it is imperative that adequate growth and improvements are occurring to offset the cost of those improvements. If the tax increment revenues exceed the anticipated loan payments, the debt will be retired early. Deposits made in the Tax Increment District as taxes are paid on the property in succeeding years will retire the debt on the Tax Increment District Project Costs covered in the Plan. The City of Deadwood Finance Officer will make the disbursements from that fund in accordance with this Plan. According to SDCL 11-9-25, positive tax increments will be allocated to that fund until the debt from the project costs is retired or twenty years.

	YEAR	BALANCE	PROJECT		NEW	TIF	CAPITALIZED	YEAR END
	2015	FORWARD	COST	INTEREST	BALANCE	PAYMENT	INTEREST	BALANCE
1	2016.1	\$0	\$500,000	\$15,000	\$515,000	\$0	\$15,000	\$515,000
	2016.2	\$515,000	\$500,000	\$30,450	\$1,045,450	\$0	\$30,450	\$1,045,450
2	2017.1	\$1,045,450	\$500,000	\$46,364	\$1,591,814	\$0	\$46,364	\$1,591,814
	2017.2	\$1,591,814	\$500,000	\$62,754	\$2,154,568	\$0	\$62,754	\$2,154,568
3	2018.1	\$2,154,568	\$0	\$64,637	\$2,219,205	\$0	\$64,637	\$2,219,205
	2018.2	\$2,219,205	\$0	\$66,576	\$2,285,781	\$0	\$66,576	\$2,285,781
4	2019.1	\$2,285,781	\$0	\$68,573	\$2,354,355	\$152,894	\$0	\$2,201,460

	2019.2	\$2,201,460	\$0	\$66,044	\$2,267,504	\$152,894	\$0	\$2,114,610
5	2020.1	\$2,114,610	\$0	\$63,438	\$2,178,048	\$152,894	\$0	\$2,025,154
	2020.2	\$2,025,154	\$0	\$60,755	\$2,085,908	\$152,894	\$0	\$1,933,014
6	2021.1	\$1,933,014	\$0	\$57,990	\$1,991,005	\$152,894	\$0	\$1,838,110
	2021.2	\$1,838,110	\$0	\$55,143	\$1,893,254	\$152,894	\$0	\$1,740,359
7	2022.1	\$1,740,359	\$0	\$52,211	\$1,792,570	\$152,894	\$0	\$1,639,676
	2022.2	\$1,639,676	\$0	\$49,190	\$1,688,866	\$152,894	\$0	\$1,535,972
8	2023.1	\$1,535,972	\$0	\$46,079	\$1,582,051	\$152,894	\$0	\$1,429,157
	2023.2	\$1,429,157	\$0	\$42,875	\$1,472,032	\$152,894	\$0	\$1,319,137
9	2024.1	\$1,319,137	\$0	\$39,574	\$1,358,712	\$152,894	\$0	\$1,205,817
	2024.2	\$1,205,817	\$0	\$36,175	\$1,241,992	\$152,894	\$0	\$1,089,098
10	2025.1	\$1,089,098	\$0	\$32,673	\$1,121,770	\$152,894	\$0	\$968,876
	2025.2	\$968,876	\$0	\$29,066	\$997,943	\$152,894	\$0	\$845,048
11	2026.1	\$845,048	\$0	\$25,351	\$870,400	\$152,894	\$0	\$717,505
	2026.2	\$717,505	\$0	\$21,525	\$739,031	\$152,894	\$0	\$586,136
12	2027.1	\$586,136	\$0	\$17,584	\$603,720	\$152,894	\$0	\$450,826
	2027.2	\$450,826	\$0	\$13,525	\$464,351	\$152,894	\$0	\$311,457
13	2028.1	\$311,457	\$0	\$9,344	\$320,800	\$152,894	\$0	\$167,906
	2028.2	\$167,906	\$0	\$5,037	\$172,943	\$152,894	\$0	\$20,049
14	2029.1	\$20,049	\$0	\$601	\$20,651	\$20,651	\$0	\$0
	2029.2	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Totals		\$2,000,000	\$1,078,536		\$3,078,536	\$285,781	

Exhibit #1

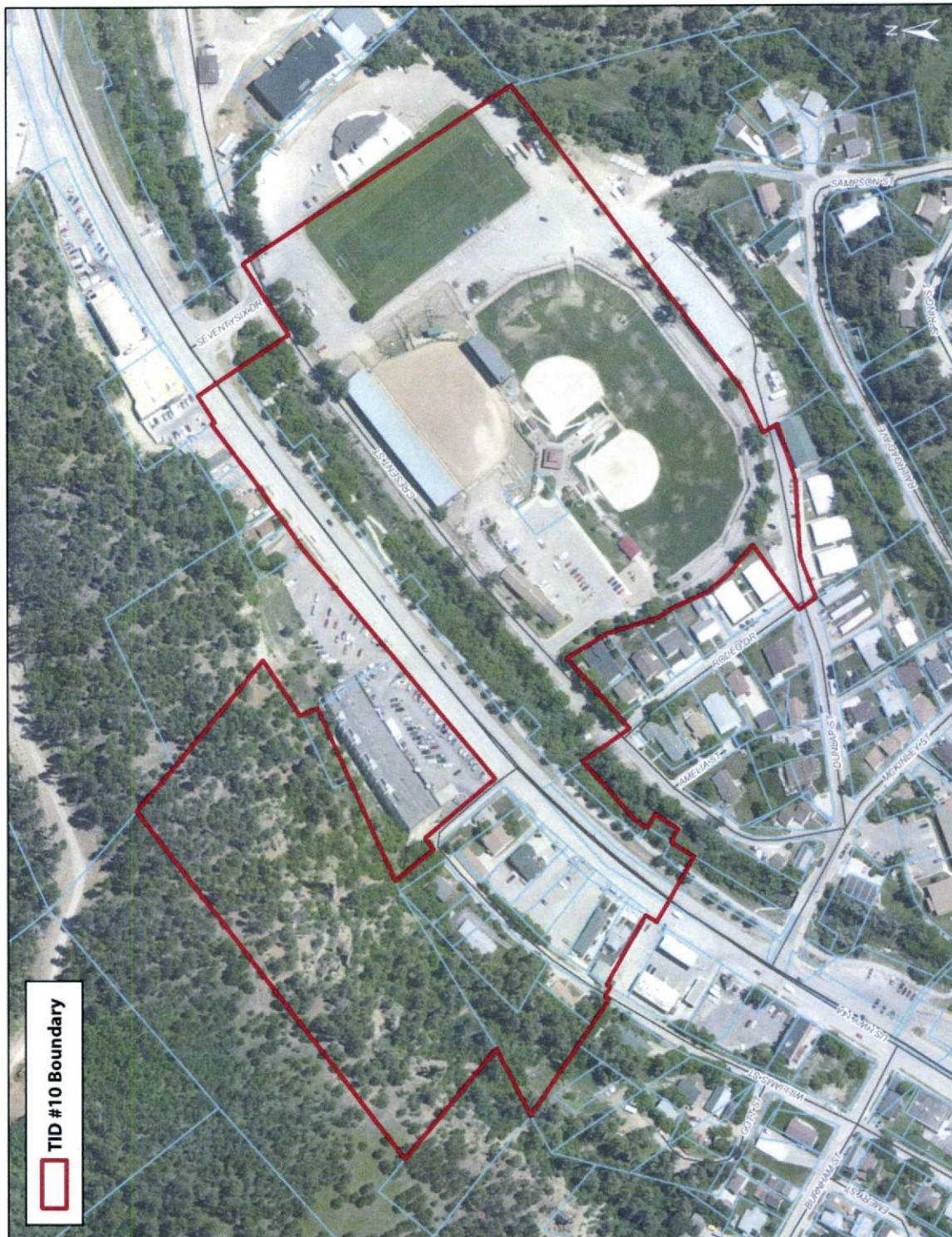


Exhibit #2

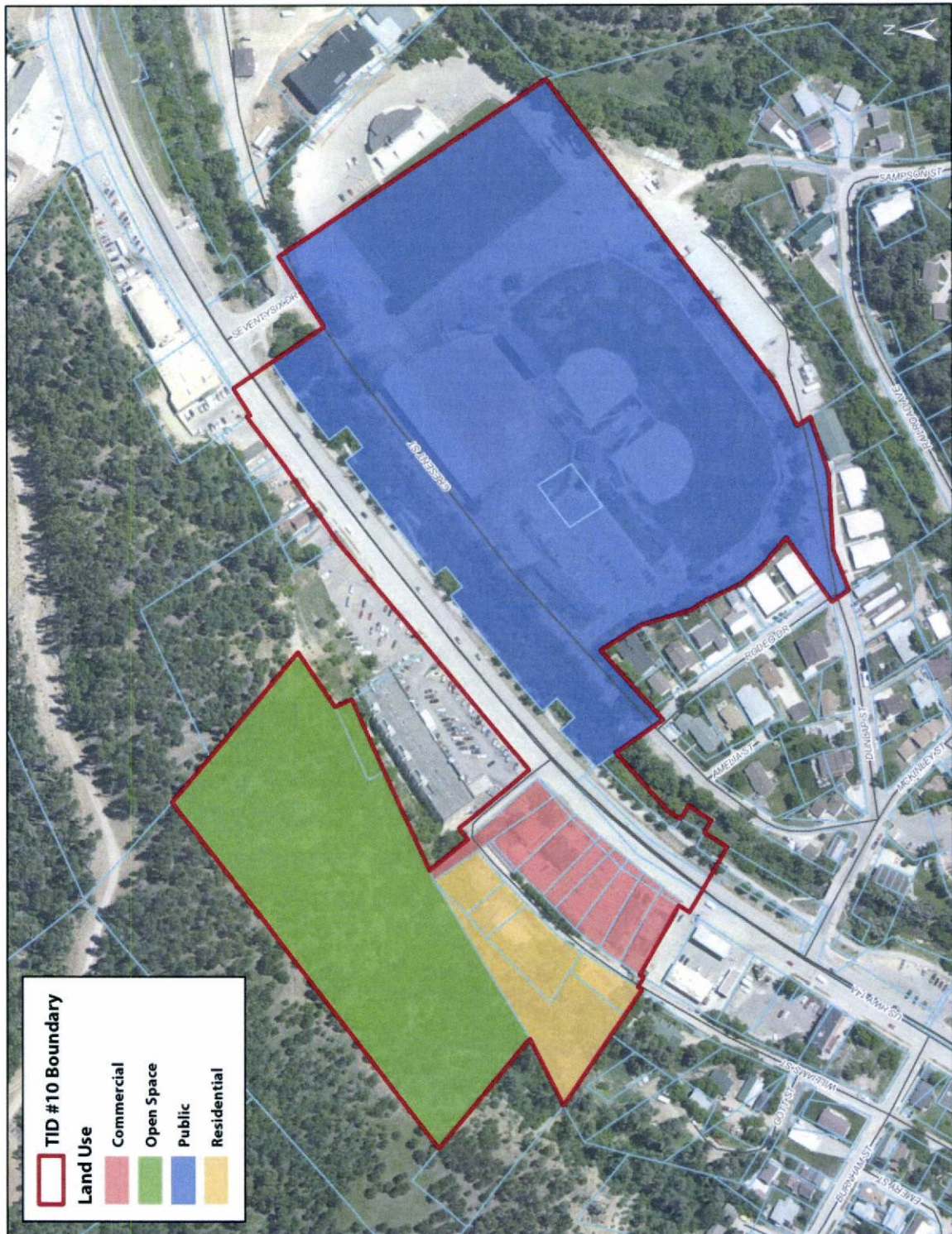


Exhibit #3

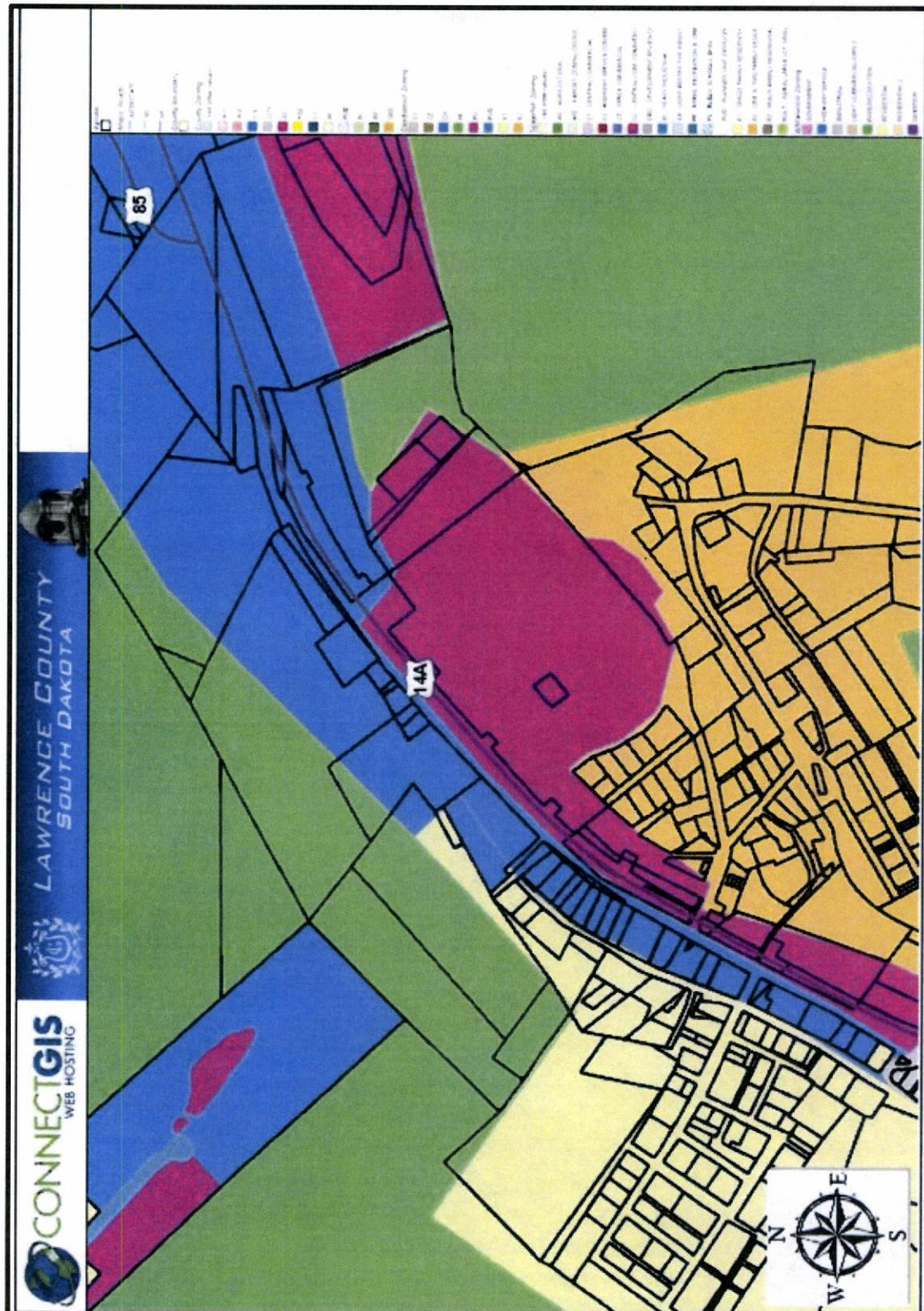
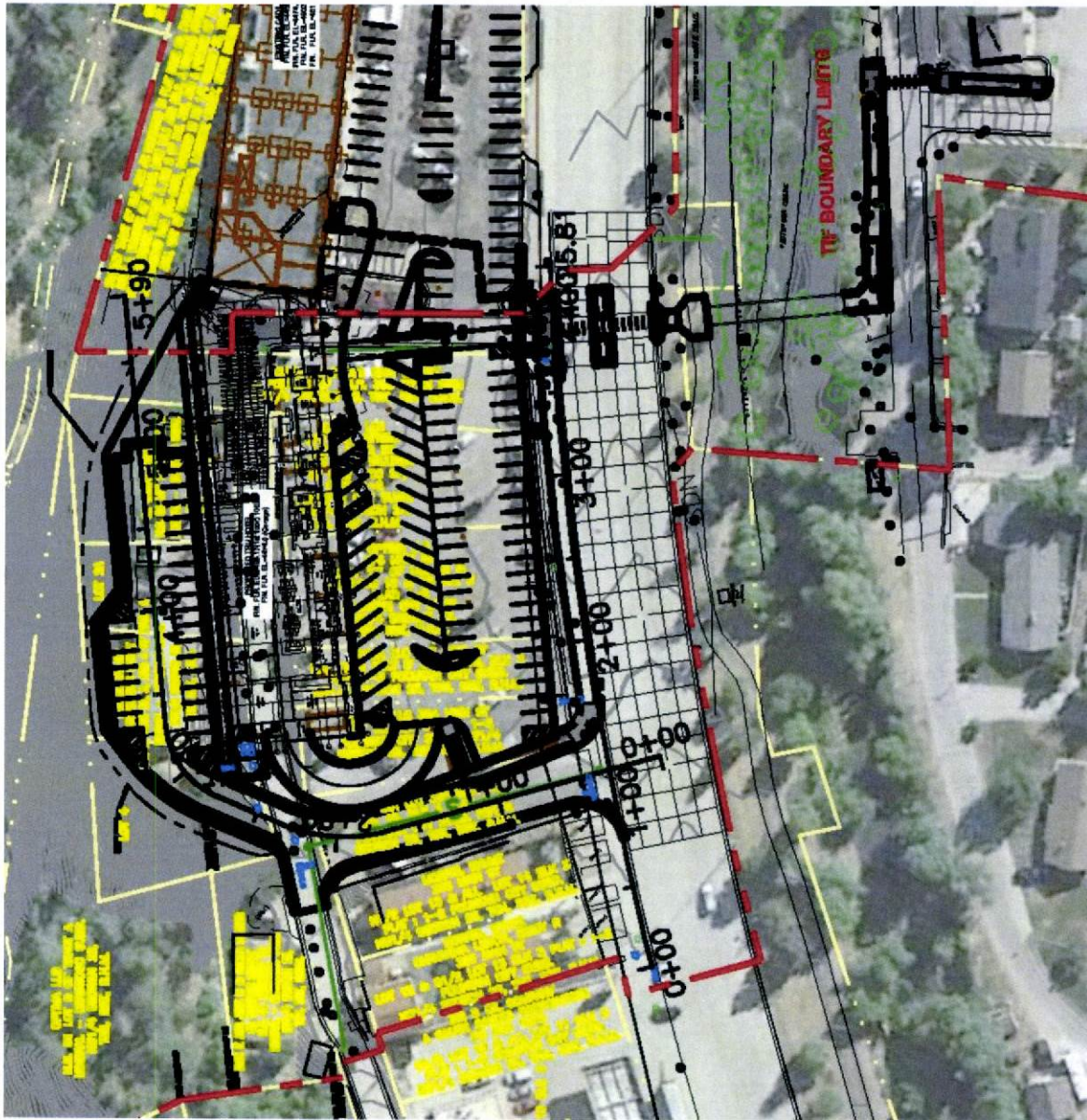
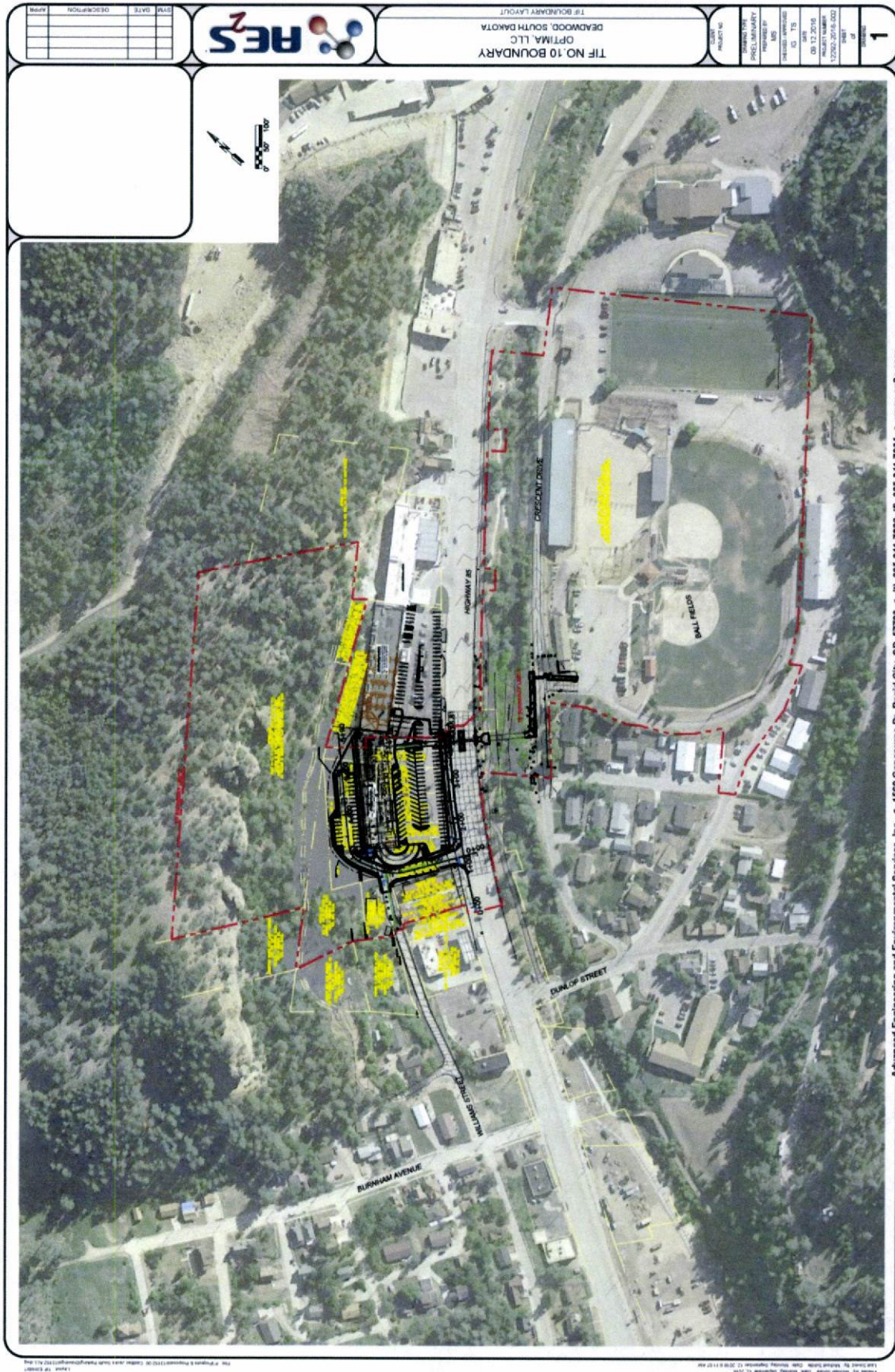


Exhibit #4





City of Deadwood - Tax Increment District Ten Project Plan

10-3-16
IDE

ORDINANCE NUMBER 1247
TO AMEND CHAPTER 5.28 VENDING

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO
AMEND CHAPTER 5.28 AS FOLLOWS:

5.28.080 Exceptions.

B. This chapter, except for the temporary structures provisions and the licence application provision (5.28.040), shall not apply to solicitations, sales or distributions made by local or nationally chartered charitable, educational or religious organizations. This chapter shall not be deemed to waive the notice requirements under the state statute to the city commission of any organization conducting a bingo game or lottery nor to restrict the city commission in the reasonable regulation of such bingo game or lottery.

Dated this 17th day of October, 2016

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

First Reading: October 3, 2016
Second Reading: October 17, 2016
Published: October 20, 2016
Adopted: November 9, 2016

10-3-16
10 F

ORDINANCE NO. 1248

AN ORDINANCE CONTINUING

BUSINESS IMPROVEMENT DISTRICT NO. 7 OF THE

CITY OF DEADWOOD, SOUTH DAKOTA, Section 3.20, Deadwood Codified Ordinance

Be it ordained by the City of Deadwood:

Sections:

3.20.010 **Establishment of District** ~~Business improvement district no. 7~~

3.20.020 **Boundaries**

3.20.030 **Purpose of District.**

3.20.035 **Board**

3.20.040 040 -Occupancy tax.

3.20.050 050 Determination of tax.

3.20.060 060 Remittance of tax.

3.20.070 070 No limitation of rights.

3.20.080 080 Attorney's fees and costs.

3.20.090 090 Costs covered by taxes.

3.20.100 100 Complimentary rooms.

3.20.110 110 Required statement.

3.20.010 Business improvement district no. 7.

Pursuant to SDCL 9-55, business improvement district no. 7 of the city of Deadwood, South Dakota, was created in 2005. A Resolution of Intent 2015-14, for the continuation of this district, was approved on the 21st day of September, 2015, and adopted after the public hearing on the 2nd day of November, 2015.

3.20.020 Business improvement district no. 7 **shall include all lodging establishments within the city limits of Deadwood have the following boundaries, but excluding any bed and breakfast establishments and include the following:**

BW Hickok House - 137 Charles Street
Black Hills Inn and Suites - Highway 385 South
Branch House - 37 Sherman Street
Bullock I, II, III **Hospitality**- 635 Main Street
Butch Cassidy Inn and Suites - 57 Sherman
Cadillac Jack's - 360 Main Street
Cedarwood Inn - 103 Charles Street
Celebrity Hotel - 625 Main Street
Comfort Inn/Gulches of Fun - 225 Cliff Street
Deadwood Dicks Suites - 51 Sherman Street
Deadwood Hospitality Resorts LLC - 304 Cliff Street
Deadwood Mountain Grand - 1906 Deadwood Mtn.
Deadwood Station - 68 Main Street

First Gold - 270 Main Street
 Franklin Hotel - 700 Main Street
 Gold Country Inn - 801 Main Street
 Hampton Inn - 531 Main Street
 Hickoks Hotel - 685 Main Street
 Historic Deadwood Convention Center-37 Sherman and 27 Deadwood Streets
 Holiday Inn Express - 22 Lee Street
 Hotel by Gold Dust - 25 Lee Street
~~Iron Horse - 27 Deadwood Street~~
 Lodge at Deadwood - 100 Pine Crest
~~Madame Peacocks The Mint - 638 Main Street~~
~~Martin Mason Hotel - 37 Sherman~~
 Mineral Palace - 605 Main Street
 Springhill Suites - 360 Main
 Super 8 - 196 Cliff Street
 Terrace Motel - 250 Main Street
 Thunder Cove Inn - 311-315 Cliff Street

All hotels, motels or lodging establishments not in the above list which are built, constructed or established after the date of the establishment of business improvement district no. 7 shall automatically become a part of the district.

3.20.030 Purpose.

Business improvement district no. 7 is created for the purpose of funding a portion or all of future proposed public facilities, improvements and activities along with costs of acquisition, construction, maintenance, operation and repair of such improvements, facilities or activities **and other purposes as allowed by 9-55-3.**

3.20.035 Board

There is hereby continued, as has been previously established pursuant to SDCL 9-55, a Business Improvement District 7 Board.

- A. **Members. The members shall consist of all persons or business paying assessments or occupation taxes levied by the Business Improvement District. In order to be a member, one must be an owner, general manager, or an authorized owner-representative with decision making authority.**
- B. **Officers. Every member shall also serve as a member of the board, which board shall consist of no less than five (5) members.**
- C. **Terms. The persons which serve as members on this board shall be elected for one (1) year term at the Annual meeting of the District members and such elected persons' names shall be submitted to the Mayor, with the approval of the City Commission, for appointment.**
- D. **Vacancies. Vacancies shall be filled by the Mayor, with the approval of the City Commission, upon recommendation by the Business Improvement District members by election at a membership meeting.**

3.20.030 **040** Occupancy tax.

An occupancy tax in the amount of two dollars (\$2.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments. This occupancy tax shall be fair, equitable and uniform as to class. No occupancy tax may be imposed on any transient guest who has been offered a room by a lodging establishment on a complimentary basis and no fee or rent was charged for such room. This tax rate shall be subject to establishment and adjustment by the Deadwood city commission, by resolution upon recommendation from the board of business improvement district no. 7.

3.20.040 050 Computation and collection ~~Determination~~ of tax.

The Deadwood city finance officer is authorized and directed, with the advice and recommendations of the board of business improvement district no. 7, to determine and compute the tax in accordance with this chapter. The occupancy tax assessed pursuant to the terms of this chapter shall be remitted by the 20th day of each month to the Deadwood city finance officer, with the remittance to be for the previous calendar month's tax collections. The city finance officer and the board of business improvement district no. 7 or its designee or any person or firm contracted by the city finance officer and the business improvement district board shall be entitled to audit the books, ledgers, or franchise reports of any hotel, motel or lodging establishment subject to the terms of this act, including the right to inspect daily reports of such hotels and motels so as to ensure that the occupancy tax assessed by this act is being properly remitted to the city of Deadwood. The city finance officer shall be entitled to seek injunctive relief against any hotel, motel or lodging establishment which does not remit the proper amount of tax monies when due, which relief may be in the form of an action requiring the offending hotel or motel owner to allow entry upon their property and access to their records, computers, or books so as to verify that the hotel, motel or lodging establishment is remitting all monies it collects pursuant to this chapter and the laws of the state of South Dakota. Each hotel, motel or lodging establishment subject to this chapter shall keep accurate records of amounts collected from transient guests for review by the city finance officer or its designee, pursuant to this chapter.

3.20.050-060 Remittance of tax and penalties for failure to pay.

All remittances of occupancy tax collected pursuant to this chapter shall be due and received in the office of the city of Deadwood finance officer on or before the 20th day of the month following the month for which the occupancy tax remittances are due. All amounts that are not received on or before the 20th day of the month will be charged a late fee in the amount of ten percent (10%) of the total amount due with a minimum fee of ten dollars (\$10.00). Failure to pay such tax shall also constitute a violation of this chapter, which may be punishable by a fine, not to exceed five hundred dollars (\$500.00), to be paid to the city of Deadwood. Any unpaid balance under this chapter shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. The city of Deadwood finance officer shall certify all unpaid amounts or balances to the county treasurer for collection in the same manner as general property taxes are collected. Further, the city of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this chapter, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

3.20.060-070 No limitation of rights.

Nothing within this chapter shall be construed as limiting of any other rights which the city of Deadwood has, or may pursue in seeking collection of monies received but not paid under the terms of this chapter. In the event that this tax becomes subject to supervision by the state of South Dakota through the state's department of revenue, any rights which Deadwood has herein shall be deemed cumulative to any powers which inure to the benefit of the state.

3.20.070 080 Attorney's fees and costs.

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

3.20.080 090 Costs covered by taxes.

All costs incurred by the city of Deadwood or the city finance officer or the board pursuant to this chapter shall be paid from occupancy taxes collected under this chapter.

3.20.090 100 Complimentary rooms.

Each hotel, motel or lodging establishment shall account for complimentary rooms which are also subject to audit by the city finance officer and the board of business improvement district no. 7 or its designee or contractor with such records to show the basis for offering such room on a complimentary basis.

3.20.100 110 Required statement.

Any business governed by this chapter shall sign a sworn statement to be submitted along with the remittance for any tax imposed by this chapter on or before the 20th day of each month stating as follows:

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

Signed _____ Date _____
Title _____

Dated this 17th day of October, 2016.

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, City Finance Officer

First Reading:

Second Reading:

Published:

Effective:

103-16
106

ORDINANCE NO. 1249

**AN ORDINANCE CONTINUING
BUSINESS IMPROVEMENT DISTRICTS NOS. 1, 2, 3, 4, 5 and 6
WITHIN THE CITY OF DEADWOOD AND
ESTABLISHING ASSESSMENTS, Section 3.16, Deadwood Codified Ordinance, Business
Improvement District 1-6 FOR 2016**

BE IT ORDAINED by the City of Deadwood, South Dakota, as follows:

- 3.16.010 Establishment of District
- 3.16.020 Boundaries of District
- 3.16.030 Purpose of District
- 3.16.040 Board
- 3.16.050 Imposition of Tax/Special Assessments
- 3.16.060 Collection and Due Date
- 3.16.070 Penalties for Failure to Pay
- 3.16.080 Severability

3.16.010 Establishment of District

There has been previously created, pursuant to SDCL Chapter 9-55, as amended, six (6) business improvement districts within the City of Deadwood, South Dakota, which districts have been known as Business Improvement District No. 1, Business Improvement District No. 2, Business Improvement District No. 3, Business Improvement Business Improvement District 4, Business Improvement District No. 5 and Business Improvement District No. 6; and the City Commission of the City of Deadwood, having adopted a RESOLUTION OF INTENT TO CONTINUE NEW BUSINESS DISTRICTS, ESTABLISH THE LEVY OF THE BUSINESS OCCUPATION TAX, AND ESTABLISH RATES ~~FOR 2016 FOR BUSINESS~~ IMPROVEMENT DISTRICTS on the 21st day of September, 2015 and all previous years since 1991, and having given notice as required by South Dakota law of a hearing on said Resolution of Intent and holding such hearing the 2nd day of November, 2015; and as a result of said hearing the Resolution of Intent adopted September 21, 2015 was approved by the City Commission of the City of Deadwood.

3.16.020 Boundaries of District

A description of the boundaries for each of the districts shall be as follows:

Business Improvement District No. 1: All hotels, motels, lodging establishments and gaming establishments located within the city limits of Deadwood, applied to all gaming devices and hotel rooms located the city limits and affiliated with or have common ownership with any gaming establishment or property. on both sides of Main Street between and including 607 Main Street to 709 Main Street.

Business Improvement District No. 2: All other hotels, motels and lodging establishments located within the City of Deadwood in which gaming devices are located, and affiliated with or connected to or have common ownership with any gaming establishment or property and the following additional properties:

_____ 555 Main Street	_____ Tin Lizzie
_____ 560 Main Street	_____ Deadwood Gulch Saloon
_____ 27 Deadwood	_____ Deadwood Iron Horse Inn

All other hotels, motels and lodging establishments located within the city limits of Deadwood applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including the following businesses existing as of the date of this ordinance and any future similar businesses meeting the same criteria. in which gaming devices are located, and affiliated with or connected to or have common ownership with any gaming establishment or property and the following additional properties:

_____ 555 Main Street	_____ Tin Lizzie
_____ 560 Main Street	_____ Deadwood Gulch Saloon
_____ 27 Deadwood	_____ Deadwood Iron Horse Inn

Business Improvement District No. 3: All hotels, motels, lodging establishments, and bed and breakfast establishments within the city limits of City of Deadwood which do not have gaming devices.

Business Improvement District No. 4: Each gaming establishment leasing a city slot machine as determined by sealed bid or auction conducted by the City of Deadwood. All gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including the businesses existing on the date of this ordinance, and any future similar businesses meeting the same criteria. This includes the following properties:

_____ 658 Main	_____ Buffalo/Bodega
_____ 635 Main	_____ Bullock Hospitality
_____ 360 Main	_____ Cadillac Jacks
_____ 625 Main	_____ Celebrity Hotel
_____ 304 Cliff	_____ Deadwood Gulch Gaming Resort
_____ 560 Main	_____ Deadwood Gulch Saloon

1906 Deadwood Mountain	Deadwood Mountain Grand
270 Main	First Gold
688 Main	Gold Dust Gaming
663 Main	Gold Dust Lodging/Holiday Inn Express
685 Main	Hickok's Saloon
100 Pine Crest Lane	Lodge at Deadwood
677 Main	Midnight Star
605 Main	Mineral Palace
709 Main	Silverado/Franklin
196 Cliff	Super 8 Lodge
531 541 Main	Tin Lizzie Gaming Resort
9 Lee	Wooden Nickel/Martin Mason

Business Improvement District No. 5: Gaming establishment known as the VFW located at 10 Pine Street.

10 Pine Street VFW

Business Improvement District No. 6: inactive

3.16.030 Purpose of District

The Business Improvement Districts 1-6 have been created for projects and uses allowed by SDCL 9-55. ~~The estimated revenues to be raised and previous revenues to be carried forward by the Business Improvement Districts in 2016 are \$604,485.00 and the estimated costs for activities and promotions within the Business Improvement Districts are as follows:~~

Business Improvement Districts Nos. 1, 2, 3, 4, 5 and 6:

Administrative and Legal Expenses	\$ 16,108.00
Deadwood Chamber of Commerce and Visitors' Bureau Marketing	\$ 572,269.00
Contingency	\$ 16,108.00
TOTAL	\$ 604,485.00

City Slot Machines locations at the following businesses:

360 Main Street	Cadillac Jacks
250 Main Street	First Gold
100 Pine Crest Ln	Lodge at Deadwood
607 Main Street	Silverado/Franklin
557 Main Street	Tin Lizzies

3.20.040 Board

A. There is hereby created a Business Improvement Board 1-6. Members of the board shall consist of all persons or business paying assessments levied by the Business Improvement District. Members shall select a board consisting of not less than five (5) nor more than twenty-five (25) members.

B. The persons which serve as members on this board shall be elected for one (1) year terms at the Annual Meeting of the Business Improvement District and elected persons names shall be submitted to the Mayor with approval of the City Commission, for appointment.

B. The board shall annually select from its members a chair, vice chair, and secretary to be elected by the Business Improvement District board for one (1) year terms.

3.20.04050 Imposition of Tax/Special Assessments

A. The general business tax shall be imposed upon all gaming businesses containing gaming devices located within the six districts licensed by the South Dakota Commission on Gaming, all hotels, motels or other businesses offering lodging accommodations within the city for periods of less than twenty-eight (28) consecutive days, bed and breakfast lodging units, and all businesses containing video lottery machines licensed by the South Dakota Video Lottery Commission located within the six (6) districts.

B. The imposition of the assessment/tax for the six Districts shall be as follows:

A. District No. 1: Tax at the rate of \$100.00 per year or \$5.00 ~~5.50~~ per year per square foot for 20 square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal five cent machines. Motels, hotels and bed and breakfast establishments shall pay \$50.00 per year per room or \$.1672165 per square foot per motel, hotel, or bed and breakfast lodging units using 300 square feet for each room.

B. District No. 2: Tax at the rate of \$25.00 per year or \$1.25 per square foot on 20 square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal slot machines which shall be applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including the following businesses existing as of the date of this ordinance, and any future similar businesses meeting the same criteria. Tax at the rate of \$100.00 per year or \$5.00 per year per square foot for 20 square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal five cent machines. Motels, hotels, and bed and breakfast establishments shall pay \$50.00 per year per room or \$.166 per square foot per motel, hotel, or bed and breakfast lodging units using 300 square feet for each room.

C. District No. 3: Motels, hotels, and bed and breakfast establishments shall pay \$35.00 per year per room or \$.1166 per square foot per year per motel, hotel, or bed and breakfast lodging unit using 300 square feet for each room.

District No. 4: A tax at the rate of \$2,000.00 per year or \$100.00 per square foot for twenty square feet for each city or municipal slot machine as determined by sealed bid or auction conducted by the City of Deadwood.

Tax at the rate of \$25.00 per year or \$1.25 per square foot on 20 square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal slot machines which shall be applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including

the following businesses existing as of the date of this ordinance, and any future similar businesses meeting the same criteria.

C. District No. 5: Tax at the rate of \$50.00 per year or \$2.50 per square foot on 20 square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal slot machines.

E. District No. 6: Inactive-A tax at the rate of \$2,000.00 per year or \$100.00 per square foot for twenty square feet for each city or municipal slot machines located at the following businesses:

_____ Cadillac Jack's	_____ 360 Main Street
_____ First Gold	_____ 250 Main Street
_____ Lodge At Deadwood	_____ 100 Pine Crest Lane
_____ Silverado/Franklin	_____ 607 Main Street
_____ Tin Lizzie's	_____ 557 Main Street

C. Assessments as set forth above shall be determined by the number of games and video lottery machines licensed by the South Dakota Commission on Gaming and the South Dakota Lottery Commission as of the 1st day of January in each year, 2016, for the first six (6) months of 2016; and as of the 1st day of July in each year, 2016 for the second six (6) months of 2016; with adjustments to be made for licenses added or deleted on the 1st day of the month following the addition or deletion.

3.16.060 Collection and Due Date Assessments shall be billed and collected monthly by the City Finance Officer with the annual assessment to be paid in monthly installments due on the 10th day of each month ~~beginning with the 10th day of January, 2016,~~ and like installments due on the 10th day of each following month. ~~through January 10, 2017.~~

3.16.070 Penalties for failure to pay.

A. All assessments shall be due and payable on or before the 10th day of the month following the month for which the assessment is due. All amounts not paid by the due date will be charged a late fee in the amount of fifteen percent (15%) of the amount due which shall be added to all past due charges. Failure to pay such tax and fees shall also constitute a violation of this Ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500.00), to be paid to the City of Deadwood.

B. Additionally, any person, partnership or corporation whose duty is made by this chapter to pay any license tax and who does not pay the same shall be liable for an action for the recovery of the amount of such license tax, provided such remedy shall not be deemed as being concurrent with other remedies herein provided. An unpaid balance under this Ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments.

C. In the event legal action is required to collect delinquent assessments, the establishment failing to pay will be responsible for and pay all attorney's fees and costs incurred by the City in collecting the unpaid tax. The Finance Officer shall certify all unpaid amounts or balances to the County Treasurer for collection in the same manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this Ordinance including failure to pay assessment, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

~~SECTION XI: The Business Improvement Districts have been established pursuant to the provisions of SDCL 9-55 as amended.~~

~~SECTION XII: The business occupation tax as stated above is hereby imposed upon the above-described businesses within the six (6) Business Improvement Districts, which tax shall be due and payable as set forth above. It is hereby made the obligation and duty of every person, partnership, firm or corporation engaged in any business or occupation within the limits of the taxing districts as provided, on which a business occupation tax is levied by this Ordinance, to pay said tax at the times provided for payment of the same herein.~~

~~The City Finance Officer of the City of Deadwood is directed to prepare and publish a Notice of Levy of the general business occupation tax, with such notice to be published pursuant to SDCL 9-55-13. A hearing shall be held upon the general business occupation tax levy on the 7th day of December, 2015, at 5:00 p.m., at the City Commission chambers located at 102 Sherman Street in the City of Deadwood, South Dakota, to hear any objections or protests by businesses and users of space upon which the occupation tax is imposed.~~

3.16.080 Severability. Should any section, clause or provision of this Ordinance be declared by any court of competent jurisdiction to be invalid, such declaration shall not affect the

validity of this Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Dated this _____, 2016.

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST

Mary Jo Nelson, City Finance Officer

First Reading:
Second Reading:
Published:
Effective:

PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Deadwood, South Dakota 57732
Telephone (605) 578-2082
Fax (605) 578-2084



KEVIN KUCHENBECKER
Historic Preservation Officer
kevin@cityofdeadwood.com

10-3-16
10 H

MEMORANDUM

Date: September 30, 2016
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Demolition by Neglect and Minimum Maintenance Ordinance Changes

The Deadwood Historic Preservation Commission reviewed suggested changes at their September 29, 2016 meeting presented by the Demolition by Neglect and Minimum Maintenance Committee. During this meeting they reviewed the process and desire to streamline the ordinance dealing with Minimum Maintenance and Demolition by Neglect. This will allow the Building Inspector to utilize the 2012 International Property Maintenance Code already under the Deadwood Codified Ordinances thus removing inconsistencies and unnecessary steps which cloud the situation.

HPC Demolition by Neglect Ordinance Change Recommendation

Does do:

- **Does** eliminate minimum maintenance from Demolition by Neglect Ordinance.
- **Does** require that various department heads and the building inspector have consensus that demolition by neglect exists.
- **Does** simplify and more clearly states the process (reduces from 4 pages to 2 pages)

Does not do:

- **Does not** increase the power of HPC over Deadwood City Properties. (If anything it decreases HPC involvement by removing minimum maintenance from Demolition by Neglect and reduces its coverage to only the Historic parts of town.)
- **Does not** continue an arbitrary and confusing process. (If anything it creates a systematic approach to Demolition by Neglect that involves various departments in the City before it can be considered by the HPC.)
- **Does not** impede the work of the Public Works Department (If anything it frees the Building Inspector to conduct his job without conflicting regulations).

Please review the proposed attached changes to the ordinance under Sections 17.68.090 Minimum Maintenance Requirements and 17.68.100 Demolition by Neglect.

The Historic Preservation Commission reviewed the changes and recommends the City Commission hold first hearing on the proposed changes to the Deadwood Codified Ordinance under Sections 17.68.090 Minimum Maintenance Requirements and 17.68.100 Demolition by Neglect.

ORDINANCE NO. 121150

ORDINANCE AMENDING CHAPTER 17.68 ENTITLED
HISTORIC PRESERVATION

WHEREAS, the Deadwood City Commission has determined it is proper and necessary to modify and amend Chapter 17.68.090 and 17.68.100 to clarify roles and duties of the building inspector and the Deadwood Historic Preservation; therefore,

BE IT ORDAINED Chapter 17.68 of the Deadwood Municipal Code entitled HISTORIC PRESERVATION be amended as follows:

Deadwood, SD Code of Ordinances

Chapter 17.68
HISTORIC PRESERVATION

Sections:

- 17.68.090 Minimum maintenance requirements.
- 17.68.100 Demolition by neglect.

17.68.090 Minimum maintenance requirements.

In order to insure the protective maintenance of resources, the exterior features of such properties shall be maintained to meet the requirements of the city's minimum housing property maintenance code and the city's building code under DCO 15.01. The building official shall consult with the Zoning Administrator, Director of Public Work and the Historic Preservation Officer about any suspected violations of said codes.

(Ord. 831 § 7.9, 1992)

17.68.100 Demolition by neglect.

The Historic Preservation Commission shall prepare and follow written pProcedures to identify and protect resources from potential demolition resulting from the deliberate, intentional or inadvertent neglect of the owner or owners.

- A. Purpose. The owner or other person having such legal possession, custody, and control of any resources as defined in Chapter 17.08 of this title within an historic district or historic overlay zone shall not allow the potential demolition resulting from the deliberate, intentional or inadvertent neglect. All resources as defined in Chapter 17.08 of this title within an historic district or historic overlay zone, including the exterior features of any building or structure (inclusive of, but not limited to, walls, fences, light fixtures, steps, pavement, paths, or any other appurtenant feature), or any type of outdoor advertising sign either designated as an historic resource or found to have significance, or any archeological resource shall be preserved by the owner or such other person who may have legal possession, custody, and control thereof against decay and deterioration and kept free from

structural defects. The owner, or other person having such legal possession, custody, and control, shall repair such exterior features if they are found to be deteriorating, or if their condition is contributing to deterioration, including but not limited to any of the following defects:-

1. ~~Deterioration of exterior walls, foundations, or other vertical support that causes leaning, sagging, splitting, listing, or buckling;~~
2. ~~Deterioration of flooring or floor supports, roofs, or other horizontal members that causes leaning, sagging, splitting, listing or buckling;~~
3. ~~Deterioration of external chimneys that causes leaning, sagging, splitting, listing, or buckling;~~
4. ~~Deterioration or crumbling of exterior plasters or mortars or the deterioration or crumbling or spalling of exterior bricks;~~
5. ~~Ineffective waterproofing of exterior walls, roofs, and foundations, including broken windows or doors;~~
6. ~~Defective protection or lack of weather protection for exterior wall and roof coverings, including lack of paint, or weathering due to lack of paint or other protective covering;~~
7. ~~Rotting, holes, and other forms of decay;~~
8. ~~Deterioration of exterior stairs, porches, handrails, window and door frames, cornices, entablatures, wall facings, and architectural details that causes delamination, instability, loss of shape and form, or crumbling;~~
9. ~~Heaving, subsidence, or cracking of sidewalks, steps or pathways;~~
10. ~~Deterioration of fences, gates, and accessory structures;~~
11. ~~Deterioration that has a detrimental effect upon the historic character of the district or overlay zone as a whole or the unique attributes and character of the resource;~~
12. ~~Deterioration of any exterior feature so as to create or permit the creation of any hazardous or unsafe conditions to life, health, or other property; or~~
13. ~~Any other deficiencies or defects that may constitute or contribute to the decay or deterioration of any resource or property.~~

B. Investigation and Inspection. During the investigation and inspection of any resource under DCO 17.68.090 is found that the condition of the resource is suspected of being destroyed, damaged, or lost through or by neglect or intentional neglect of the owner of the resource, the building official shall consult with the Zoning Administrator, Director of Public Work and the Historic Preservation Officer about any suspected deficiencies or defects. If the condition of any resource as contemplated in paragraph A. above is suspected of being destroyed, damaged, or lost through or by neglect of the owner of the resource, the building official shall conduct an investigation and inspection of the resource. Prior to conducting any investigation or inspection, the building official shall:

- ~~1. Request, within fifteen (15) days of the identification of any suspected defects, permission from the owner of the resource to have full access to the resource; and~~
- ~~2. Consult with the city planner and the historic preservation officer about any suspected deficiencies or defects outlined in paragraph A. above.~~

C. Findings. Upon determination by mutual agreement of the official's reference in B above that demolition or intentional neglect is occurring, ~~t~~The building official shall prepare, within fifteen (15) days of the completion of his investigation and inspection, a written report of his findings on the condition of the resource, ~~which report may identify, but is not limited to, the following:~~

- ~~1. That there is no action required by the owner or owners;~~
- ~~2. That minimum maintenance of the resource is required to protect, preserve, and/or stabilize the resource;~~
- ~~3. That the resource is being demolished by neglect; or~~
- ~~4. That the resource may be demolished, vacated, or stabilized.~~

D. Notice of Report. A copy of any report shall be sent by certified mail, return receipt requested, to the owner of the resource and a copy provided to the Public Works Director, Zoning Administrator, Historic Preservation Officer and the Historic Preservation Commission ~~historic preservation commission~~ and may include any recommendations including a time frame to conduct the remedial work ~~remedy minimum maintenance or~~ other work necessary to stop the demolition by neglect, stabilize the resource, vacate the property, or demolish the resource.

E. Hearing and Notice of Hearing. Upon receipt of any written report in which the building official has found that there is ~~minimum maintenance required,~~ demolition by neglect, or the resource can or should be demolished, the historic preservation officer shall cause to be scheduled a hearing before the historic preservation commission to review and take action based on the report from the building official. The owner of the resource shall be served with written notice of the time and date of the hearing not less than ten (10) days prior to the hearing.

F. Legal Notice Requirement. Any notice required herein shall be considered delivered if sent by certified mail, return receipt requested and mailed to the last known address of the record owner or owners as listed on the city and/or county tax rolls or by other methods allowed by law.

G. Hearing on Report. At the hearing the historic preservation commission shall receive evidence on the issue of whether the subject resource should be repaired, vacated, stabilized, or can be demolished. ~~The owner or owners may present competent evidence in rebuttal thereto.~~ At the conclusion of the hearing, the historic preservation commission shall require the owner to present a preliminary plan including a timetable to the historic preservation commission within thirty (30) days generally identifying the work necessary to abate the demolition by neglect. The owner or owners or their agents shall submit an application for a certificate of appropriateness and/or project

approval for all proposed work. The historic preservation commission must review and act on all applications before issuance of a building permit. All work shall be completed within ninety (90) days of the approval from the historic preservation commission. The historic preservation commission may grant up to two (2) extensions of ninety (90) days each due to inclement weather or other unforeseen difficulties. Should the historic preservation commission find that the owner or owners have not pursued the necessary repairs with reasonable diligence, the historic preservation commission may pursue civil and/or criminal penalties under DCO 17.68.120 and/or request that the city cause the required work to be completed with any costs associated thereto attached to the property as a tax lien.

may make, but shall not be limited to, one of the following determinations:

- ~~1. That there is no action required by the owner or owners.~~
- ~~2. That minimum maintenance is required and requiring the owner to present a plan to the historic preservation commission within thirty (30) days from the receipt of notice of the historic preservation commission's determination as to the steps the owner must undertake to correct minimum maintenance issues. The owner or owners or their agents may be required to submit an application for a certificate of appropriateness and/or project approval for all proposed work. The historic preservation commission must review and act on all such applications before the issuance of a building permit. All work shall be completed within ninety (90) days of the approval from the historic preservation commission. The historic preservation commission may grant up to two (2) extensions of ninety (90) days each due to inclement weather or other unforeseen difficulties. Should the historic preservation commission find that the owner or owners have not pursued the necessary repairs with reasonable diligence, the historic preservation commission may pursue civil and/or criminal penalties (17.68.120) and/or request that the city cause the required work to be completed with any costs associated thereto attached to the property as a tax lien.~~
- ~~3. Demolition by neglect is occurring and requiring the owner to present a preliminary plan including a timetable to the historic preservation commission within thirty (30) days generally identifying the work necessary to abate the demolition by neglect. The owner or owners or their agents shall submit an application for a certificate of appropriateness and/or project approval for all proposed work. The historic preservation commission must review and act on all applications and must also approve all timetables for work required to abate the demolition by neglect before issuance of a building permit. The historic preservation commission may grant extensions to the timetable due to inclement weather or other unforeseen difficulties. Should the historic preservation commission find that the owner or owners have not pursued the necessary repairs with reasonable diligence, the historic preservation commission may pursue civil and/or criminal penalties (17.68.120) and/or request that the city cause the required work to be completed with any costs associated thereto attached to the property as a tax lien.~~
- ~~42. Condemnation of the resource and allow for its demolition in compliance with all local, state, and federal laws, rules, and regulations. Within thirty (30) days the owner shall~~

~~present a plan to the historic preservation commission identifying the necessary recordation which, along with the demolition shall be completed within ninety (90) days. Recordation must be reviewed and acted upon by the historic preservation commission before a demolition permit is issued. The historic preservation commission may grant up to two (2) ninety (90) day extensions due to inclement weather or other unforeseen difficulties. Should the historic preservation commission find that the owner owner or owners have not undertaken recordation and demolition with reasonable diligence, the historic preservation commission may pursue civil and/or criminal penalties (17.68.120) and/or request that the city cause the required work to be completed with any costs associated thereto attached to the property as a tax lien.~~

- H. Notice of Commission Action. The historic preservation officer shall notify the owner in writing of the determination of the historic preservation commission and the action required of the owner within ten (10) days of the hearing. Such notice shall identify and provide clear instructions to the owner as to the remedial work required by the historic preservation commission.
- I. Remedial Work and Compliance. Upon the completion of any ~~minimum-maintenance~~ remedial work, recordation work, or other work required by the historic preservation commission, the owner shall notify the historic preservation officer of the completed work. The building official along with the historic preservation officer and any other professional deemed necessary by the building official and/or historic preservation officer shall inspect, within fifteen (15) days of notification, the completed work and shall cause, within fifteen (15) days of the inspection, the issuance of a written report to be submitted to the owner and the historic preservation commission to determine if the work completed is in compliance with city codes and ordinances and meets the requirements of the historic preservation commission. The historic preservation commission must review and act upon all such reports. All remedial work required by the historic preservation commission must be completed in compliance with such plans approved by the historic preservation commission.
- J. Intentional Neglect. Intentional neglect shall be defined as willful actions perpetrated by the owner or owners or their agents that result in damage to a resource. Such actions may include, but are not limited to, intentional running of water taps, hoses, or other man-made water devices resulting in flooding, erosion, or other water damage to the resource; intentional exposure of the resource to natural elements of wind, rain, snow, or other precipitation through the opening of windows, doors, skylights, or other moveable features of a resource; intentional drilling, boring, or cutting of holes in the roof, exterior walls or supporting members of a resource.

(Ord. 1081 (part), 2007; Ord. 1007, 2003; Ord. 831 § 7.10, 1992)

Dated this ____ day of ____, 2016.

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
Finance Officer

First Reading:

Second Reading:

Published:

Adopted:

ORDINANCE NO. 1211

ORDINANCE AMENDING CHAPTER 17.68 ENTITLED
HISTORIC PRESERVATION

WHEREAS, the Deadwood City Commission has determined it is proper and necessary to modify and amend Chapter 17.68.090 and 17.68.100 to clarify roles and duties of the building inspector and the Deadwood Historic Preservation; therefore,

BE IT ORDAINED Chapter 17.68 of the Deadwood Municipal Code entitled HISTORIC PRESERVATION be amended as follows:

Deadwood, SD Code of Ordinances

Chapter 17.68
HISTORIC PRESERVATION

Sections:

- 17.68.090 Minimum maintenance requirements.
- 17.68.100 Demolition by neglect.

17.68.090 Minimum maintenance requirements.

In order to insure the protective maintenance of resources, the exterior features of such properties shall be maintained to meet the requirements of the city's property maintenance code and the city's building code under DCO 15.01. The building official shall consult with the Zoning Administrator, Director of Public Work and the Historic Preservation Officer about any suspected violations of said codes.

(Ord. 831 § 7.9, 1992)

17.68.100 Demolition by neglect.

The Historic Preservation Commission shall prepare and follow written procedures to identify and protect resources from potential demolition resulting from the deliberate, intentional or inadvertent neglect of the owner or owners.

- A. Purpose. The owner or other person having such legal possession, custody, and control of any resources as defined in Chapter 17.08 of this title within an historic district or historic overlay zone shall not allow the potential demolition resulting from the deliberate, intentional or inadvertent neglect. .13.
- B. Investigation and Inspection. During the investigation and inspection of any resource under DCO 17.68.090 is found that the condition of the resource is suspected of being destroyed, damaged, or lost through or by neglect or intentional neglect of the owner of the resource, the building official shall consult with the Zoning Administrator, Director of Public Work and the Historic Preservation Officer about any suspected deficiencies or defects.

- C. Findings. Upon determination by mutual agreement of the official's reference in B above that demolition or intentional neglect is occurring, the building official shall prepare, within fifteen (15) days of the completion of his investigation and inspection, a written report of his findings on the condition of the resource.
- D. Notice of Report. A copy of any report shall be sent by certified mail, return receipt requested, to the owner of the resource and a copy provided to the Public Works Director, Zoning Administrator, Historic Preservation Officer and the Historic Preservation Commission and may include any recommendations including a time frame to conduct the remedial work or other work necessary to stop the demolition by neglect, stabilize the resource, vacate the property, or demolish the resource.
- E. Hearing and Notice of Hearing. Upon receipt of any written report in which the building official has found that there is demolition by neglect, or the resource can or should be demolished, the historic preservation officer shall cause to be scheduled a hearing before the historic preservation commission to review and take action based on the report from the building official. The owner of the resource shall be served with written notice of the time and date of the hearing not less than ten (10) days prior to the hearing.
- F. Legal Notice Requirement. Any notice required herein shall be considered delivered if sent by certified mail, return receipt requested and mailed to the last known address of the record owner or owners as listed on the city and/or county tax rolls or by other methods allowed by law.
- G. Hearing on Report. At the hearing the historic preservation commission shall receive evidence on the issue of whether the subject resource should be repaired, vacated, stabilized, or can be demolished. At the hearing, the historic preservation commission shall require the owner to present a preliminary plan including a timetable to the historic preservation commission within thirty (30) days generally identifying the work necessary to abate the demolition by neglect. The owner or owners or their agents shall submit an application for a certificate of appropriateness and/or project approval for all proposed work. The historic preservation commission must review and act on all applications before issuance of a building permit. All work shall be completed within ninety (90) days of the approval from the historic preservation commission. The historic preservation commission may grant up to two (2) extensions of ninety (90) days each due to inclement weather or other unforeseen difficulties. Should the historic preservation commission find that the owner or owners have not pursued the necessary repairs with reasonable diligence, the historic preservation commission may pursue civil and/or criminal penalties under DCO 17.68.120 and/or request that the city cause the required work to be completed with any costs associated thereto attached to the property as a tax lien.

2.

- H. Notice of Commission Action. The historic preservation officer shall notify the owner in writing of the determination of the historic preservation commission and the action

required of the owner within ten (10) days of the hearing. Such notice shall identify and provide clear instructions to the owner as to the remedial work required by the historic preservation commission.

- I. Remedial Work and Compliance. Upon the completion of any remedial work, recordation work, or other work required by the historic preservation commission, the owner shall notify the historic preservation officer of the completed work. The building official along with the historic preservation officer and any other professional deemed necessary by the building official and/or historic preservation officer shall inspect, within fifteen (15) days of notification, the completed work and shall cause, within fifteen (15) days of the inspection, the issuance of a written report to be submitted to the owner and the historic preservation commission to determine if the work completed is in compliance with city codes and ordinances and meets the requirements of the historic preservation commission. The historic preservation commission must review and act upon all such reports. All remedial work required by the historic preservation commission must be completed in compliance with such plans approved by the historic preservation commission.
- J. Intentional Neglect. Intentional neglect shall be defined as willful actions perpetrated by the owner or owners or their agents that result in damage to a resource. Such actions may include, but are not limited to, intentional running of water taps, hoses, or other man-made water devices resulting in flooding, erosion, or other water damage to the resource; intentional exposure of the resource to natural elements of wind, rain, snow, or other precipitation through the opening of windows, doors, skylights, or other moveable features of a resource; intentional drilling, boring, or cutting of holes in the roof, exterior walls or supporting members of a resource.

(Ord. 1081 (part), 2007; Ord. 1007, 2003; Ord. 831 § 7.10, 1992)

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

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

10/3/16
10 I

October 3, 2016

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Lower Main Welcome Center Project Chamber Offices

SUMMARY

The Deadwood Chamber of Commerce has indicated that, in the near future (one year?), they may need to hire another person. This would require the addition of another office in the new welcome center. If we are going to add another office, it would be appropriate and cost effective to do it now rather than at some point after the current project is completed.

I have asked our consultant, for the project to get pricing from the contractor to add another office. Following are the costs for two options:

- One additional office complete: \$16,600.00
- One additional office roughed in only: \$8,100.00

Roughed in office includes framing with electrical and hvac run to the office but no finishes.

RECOMMENDATION

If the Commission decides to add an additional office, it is my recommendation that we include it in the current project.

103-16
105

AGREEMENT BETWEEN
THE CITY OF DEADWOOD and
MEHLBERG CONSTRUCTION

This Agreement, dated this ____ day of _____, 2016, is by and between the CITY OF DEADWOOD, a municipal corporation of 102 Sherman Street, Deadwood, South Dakota 57732 hereinafter referred to as "CITY," and MEHLBERG CONSTRUCTION, of 217 Irwin Street, Lead, SD 57754, hereinafter referred to as "CONTRACTOR."

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which Contractor shall undertake and complete in a professional and workmanlike manner certain retaining wall work as set forth below; and

WHEREAS, Contractor has agreed to furnish all labor and materials for the repair of the retaining wall at Wabash Street in Deadwood, South Dakota, in the total amount of Forty-one Thousand Four-hundred Twenty-eight and 65/100ths Dollars (\$41,428.65); and

WHEREAS, CITY has accepted the bid of CONTRACTOR;

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide all materials for the completion of the project including the drain tile, base coarse and 45 concrete blocks. The CITY will furnish an additional 60 concrete blocks that they will deliver to the job site.
3. CONTRACTOR shall excavate hillside and haul fill dirt away;
4. CONTRACTOR shall place the blocks level and 3 blocks high;
5. CONTRACTOR shall place a drain tile behind the wall when finished;
6. CONTRACTOR shall charge an additional fee in the event he hits a solid rock;
7. No further changes to this Agreement will be approved by the CITY, unless approved in writing by both parties;

8. CONTRACTOR shall be paid Forty-one Thousand Four-hundred Twenty-eight and 65/100ths Dollars (\$41,428.65) for completed, approved work.
10. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to CONTRACTOR;
11. CONTRACTOR shall comply with the following provisions:
 - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
 - b. All work shall be done in a professional workmanlike manner;
 - c. All work will be subject to final inspection by Deadwood Public Works Director before acceptance;
 - d. All work is to be completed in accordance with existing building codes;
 - e. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the from any claims or damages arising out of or in conjunction with the work contemplated herein; and
 - f. Agree to indemnify and hold CITY harmless and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorneys fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2016

CITY OF DEADWOOD

By _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2016

MEHLBERG CONSTRUCTION

By _____
_____, Member

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2016, before me, the undersigned officer, personally appeared _____, of Mehlberg Construction known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

103-1p
10K

EASEMENT AGREEMENT

The City of Deadwood, a municipal corporation, 102 Sherman Street, Deadwood, SD 57732, owner of a sidewalk located on the northeast side of Lot 16, Block 19, City of Deadwood, hereby grants and conveys to Dale Berg, doing business as Berg Jewelry, 650 Main Street, Deadwood, Lawrence County, South Dakota a permanent easement for approximately four feet (4') of balcony overhang in which the overhang balcony encroaches upon property of the City of Deadwood.

Dale Berg agrees to maintain the balcony overhang at all times and to ensure the overhang balcony is in a good state of repair and not in any way dangerous to passing traffic. The City of Deadwood agrees this easement shall be permanent and forever run with the land known as Lot 16, Block 19, City of Deadwood, Lawrence County, Deadwood, South Dakota, 57732.

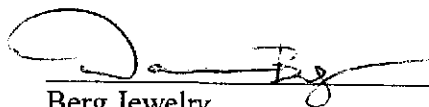
In addition, the City of Deadwood, owner of the sidewalk described above hereby grants a permanent easement to Dale Berg, doing business as Berg Jewelry, 650 Main Street, Deadwood, Lawrence County, South Dakota, for a staircase encroaching upon the property of the City of Deadwood, further described as a staircase being approximately five feet (5') wide and running from the sidewalk in front of Lot 16, Block 19 up to the balcony located on the northeast side of Lot 16, Block 19. This easement shall be permanent and forever run with the land known as Lot 16, Block 19, City of Deadwood, Lawrence County, South Dakota.

The parties to this Easement Agreement hereby acknowledge neither party shall be entitled to any consideration for this easement.

Dated this ____ day of _____, 2016.

City of Deadwood
102 Sherman St., Deadwood, SD 57732

By: _____
(print name and title)

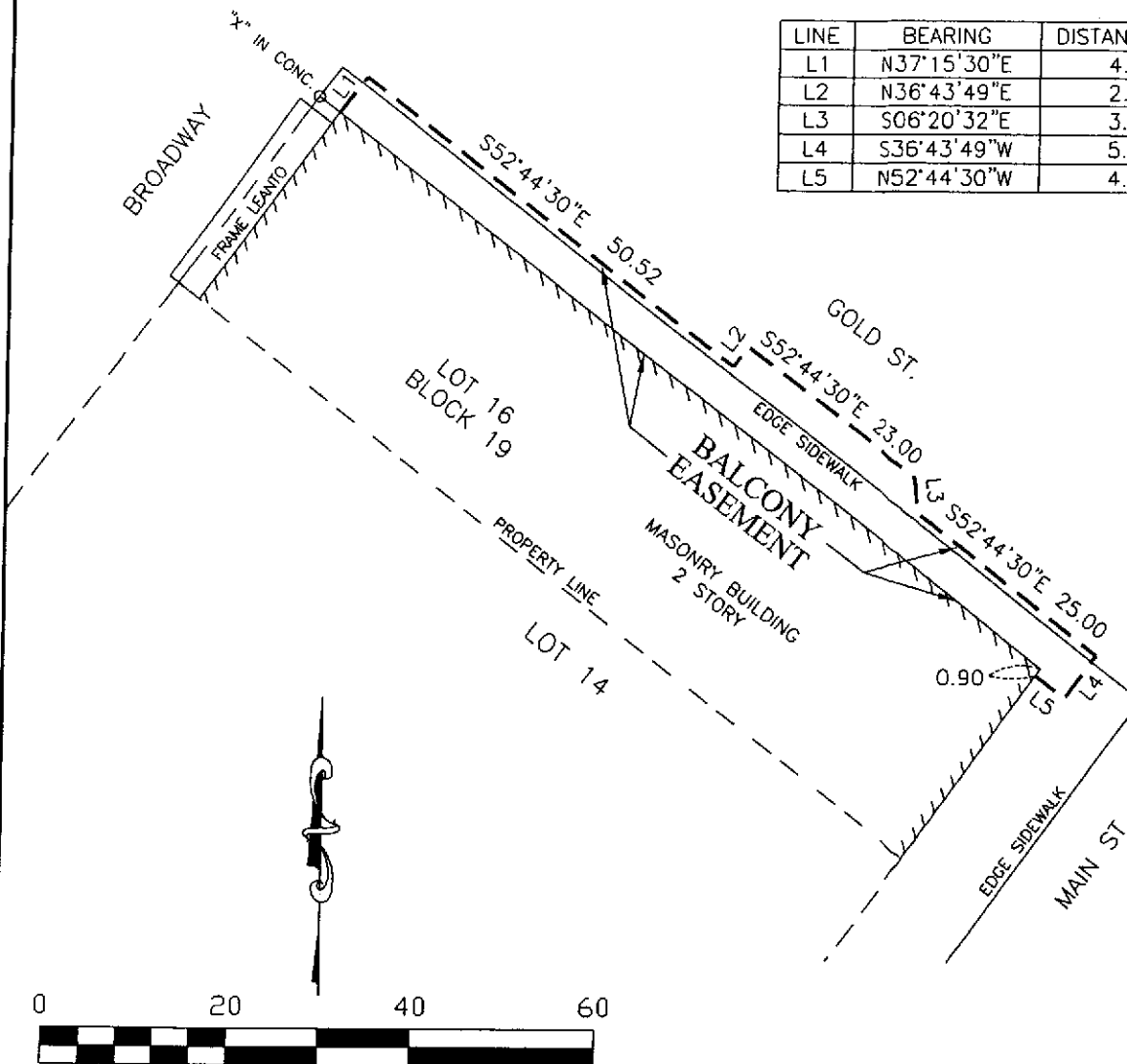


Berg Jewelry
650 Main Street, Deadwood, SD 57732

By: Dale Berg - Owner
(print name and title)

EXHIBIT FOR BALCONY EASEMENT
FOR LOT 16, BLOCK 19
ORIGINAL TOWN OF DEADWOOD
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

LINE	BEARING	DISTANCE
L1	N37°15'30"E	4.80
L2	N36°43'49"E	2.68
L3	S06°20'32"E	3.70
L4	S36°43'49"W	5.70
L5	N52°44'30"W	4.00



NOTES:
 1. OUTSIDE FACE OF BUILDING IS THE PROPERTY LINE ALONG MAIN ST. AND GOLD ST.

SURVEYOR'S CERTIFICATE
 I, JOHN M. ARLETH, R.L.S. 3977, DEADWOOD, SD, DO HEREBY
 CERTIFY THAT THE PROPERTY SHOWN HEREON WAS SURVEYED
 AND STAKED UNDER MY SUPERVISION AND THAT ALL
 DIMENSIONS ARE TRUE AND CORRECT TO THE BEST OF MY
 KNOWLEDGE AND BELIEF.

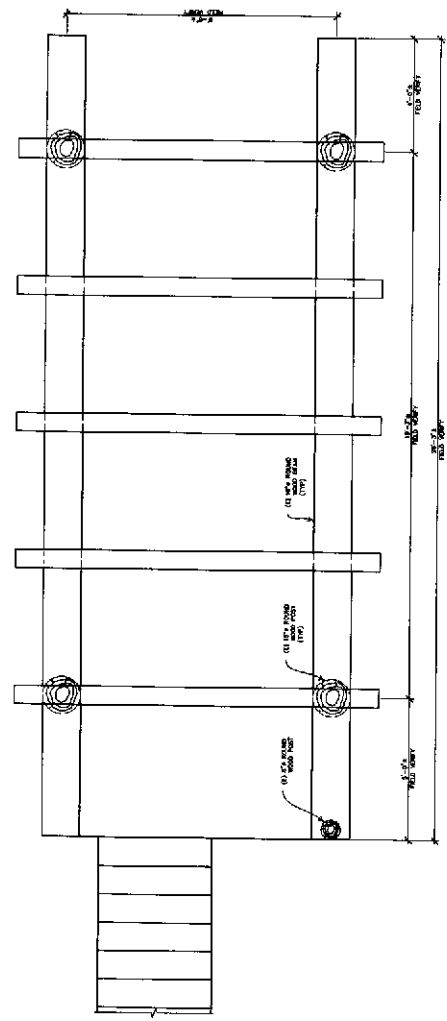
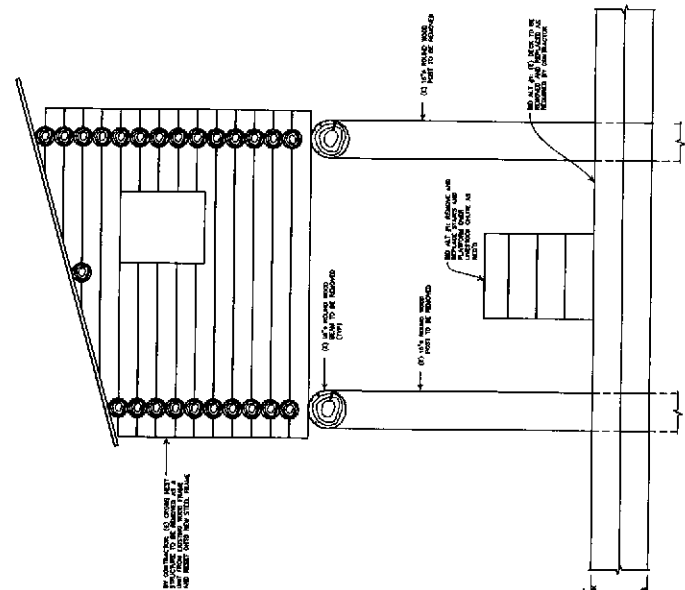
DATED THIS 28 DAY OF Sept, 2016

PREPARED BY:



**ARLETH LAND
 SURVEYING, LLC**
 24 CLIFF STREET
 DEADWOOD, SD 57732
 605-578-1637

DATE: SEPT. 28, 2016
 REV:
 SCALE: 1"=20'
 DRAWN: FD
 JOB NO: 9398

[illegible]

EXISTING ELEVATION
SCALE: 1/2" = 1'-0"