

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA

March 16, 2015

- **3:30 p.m.** City Attorney Quentin Riggins will be available for questions from the public regarding Ordinance # 1211 Amending Historic Preservation
- **4:30 p.m.** Chamberlain Architects will be available in Commission Room for questions regarding plans for Lower Main Visitor Center improvements
- **5:00 p.m.** Regular Meeting

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 March 2, 2015**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Longevity Awards to Bob Nelson Sr. and Bill Glover for thirty years of service to Deadwood Fire Department
- B. Mike Runge and Grant Welford-presentation, overview and update of Deadwood Historic Preservation social media
- C. Chamberlain Architects-Schematic design and final report on Lower Main Visitor Center project and possible Commission action. Report on file at City Hall
- D. Deadwood History Inc. requests special trolley and waiver of group fee on August 29 and 30, and September 5 and 6, from 10:45 to 1:00 p.m., and 1:45 p.m. to 4:00 p.m. Pick up guests at HARCC, Adams House, Days of 76 Museum, Adams Museum, and return to HARCC for progressive-style play
- E. Dougherty and Company-Approve Resolution 2015-07 Relating to the Issuance of Refunding Certificates of Participation; Authorizing Execution and Delivery of a Twelfth Amendment to Lease-Purchase Agreement to Refund Series 2005 and 2006 Certificates of Participation.
- F. Ken Gienger-Request use of trolley and waiver of group fee on June 6 from 3:00 p.m. to 10:00 p.m. in conjunction with Mickelson Trail Marathon

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. Acknowledge receipt of 2014 Police Report from Chief Fuller. Copy will be displayed on city website and available at City Hall.
- B. Permission to hire Peggy McDonald as Parking Ramp Attendant at \$10.73 per hr. effective March 17, 2015.
- C. Permission to increase wage of Parking Ramp Attendant David Swaney from \$10.03 per hr. to \$10.73 per hr. effective March 14, 2015 after three years of service.
- D. Permission to increase wage of Public Works Administrative Asst. Caitlyn Engebretson from \$16.93 hr. to \$17.80 hr. effective March 18, 2015 after two years of service.
- E. Permission for Mayor to sign contract with Forgey Construction for gabion basket repair in the amount of \$18,862.00.
- F. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Mark D. Larson.
- G. Permission to hire Rec Center employees Linsey Sandidge as receptionist at \$8.50 hr. and Emilia Anderson as lifeguard at \$8.50 hr. effective March 18, 2015 pending pre-employment drug screening
- H. Permission for Historic Preservation to spend \$6,241.80 for 60 bronze plaques to display on completed projects from Outside of Deadwood Grant program. To be paid from Advocacy and Public Education line item
- I. Permission for Mayor to sign electrical service agreement with Black Hills Power for utility work on rodeo grounds project

**7. BID ITEMS**

- A. Open bids for surplus real property between Selbie and Forest Streets, minimum bid set at \$2,000.00.

**8. PUBLIC HEARINGS**

- A. Hold public hearing for Deadwood Mickelson Trail Marathon: use of Sherman Street and Lower Main Lots June 6<sup>th</sup> and 7<sup>th</sup>, use of Rodeo Grounds parking area June 7<sup>th</sup>
- B. Request special trolley and waiver of group fee from 5:00 a.m. to 6:30 a.m. for Mickelson Trail Marathon June 6<sup>th</sup> and 7<sup>th</sup>.
- C. Hold public hearing for Forks Corks & Kegs Event: open container in zones 1 and 2 April 10 and 11.
- D. Hold public hearing for snowmobile access and grooming from Walnut Street to the Sherman Street Parking Lot for mixed use trail to include snowmobiles and walkers from December 15 through March 15

**9. OLD BUSINESS**

- A. Determine whether to grant request to waive \$500 per day rodeo ground user fees for Hall-Prince Promotions ATV Event on May 16 and 17. Waiver was requested at March 2, 2015 Commission meeting.

**10. NEW BUSINESS**

- A. Second reading of ordinance #1211 amending Chapter 17.68 Historic Preservation

- B. Second reading of ordinance #1224 to supplement Historic Preservation budget by \$1,029,000.00 for expenditures related to rodeo grounds upgrade
- C. Permission for Mayor to sign Corrective Warranty Deed to correct legal description in Document Number 2015-00464. Document prepared as part of Tim Davis and City of Deadwood land exchange
- D. Approve amended contract with Dave Stafford architecture for rodeo grounds for additional \$5,000.00, bringing total cost to \$48,500.00 plus reimbursables. Permission for Mayor to sign contract
- E. Revitalization committee request for city to adopt and transition to new Deadwood brand logo
- F. Purchase 5500 gallons of #2 diesel fuel from Southside Service at cost to be announced at regular meeting on March 16.

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

*No action can be taken*

- A. Receipt of Federal Equitable Shared Revenue for Police Department as result of drug enforcement efforts in the amount of \$51,862.35
- B. South Dakota Municipal League District 10 Meeting in Sturgis on April 9, 2015. Deadline for registration is March 16, 2015. Contact Finance Office if interested in attending.

**12. EXECUTIVE SESSION**

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

Executive Session for Personnel per SDCL 1-25-2 (1) with possible action

**13. ADJOURNMENT**

## REGULAR MEETING, March 2, 2015

The Regular Session of the Deadwood City Commission convened on March 2, 2015 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., Georgeann Silvernail, Gary Todd and Jim Van Den Eykel. All motions passed unanimously unless otherwise stated.

### APPROVAL OF MINUTES

Ruth moved, Silvernail seconded to approve the minutes of February 17, 2015. Roll Call: Aye-All. Motion carried.

**FEBRUARY, 2015 PAYROLL:** COMMISSION, 2,730.76; FINANCE, \$16,231.77; PUBLIC BUILDINGS, \$4,955.81; POLICE, \$51,368.88; FIRE, \$4,839.20; BUILDING INSPECTION, \$4,100.23; STREETS, \$25,890.31; PARKS, \$17,683.72; PLANNING & ZONING, \$4,676.36; LIBRARY, \$6,252.18; RECREATION CENTER, \$11,639.66; HISTORIC PRESERVATION, \$15,905.35; WATER, \$13,154.85; PARKING METER, \$9,266.64; TROLLEY, \$15,931.08; PARKING RAMP, \$5,116.00; RUBBLE SITE, \$1,591.20. **PAYROLL TOTAL: \$211,334.00**

### FEBRUARY, 2015 PAYROLL PAYMENTS:

Internal Revenue Service, \$51,899.05; S.D. Retirement System, \$23,340.20; Delta Dental, \$3,884.08

### APPROVAL OF DISBURSEMENTS

Todd moved, Van Den Eykel seconded to approve the March 2, 2015 disbursements plus additional bill. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	RENTAL	311.89
ABC BUSINESS	SUPPLIES	506.08
ACTIVE DATA	SUPPORT	6,074.54
ALL AROUND AUTO	CHAMBER	84.32
ALSCO	MATS	71.57
ATCO INTERNATIONAL	SUPPLIES	740.00
AVX NORTHWEST	MICROPHONE	449.00
BICKLE TRUCK	SUPPLIES	183.20
BH CHEMICAL	ICE MELT	1,005.03
BH COUNCIL	MEMBERSHIP	1,565.00
BH PIONEER	SUBSCRIPTION	103.77
BH POWER	SERVICE	2,793.48
BH SECURITY	SERVICE	89.85
BH SPECIAL SERVICES	CLEANING	1,081.00
BH WINDOW	CLEANING	345.00
CAI CONSTRUCTION	PROJECT	13,499.36
CENTURY BUSINESS	CONTRACT	715.13
CENTURY LINK	SERVICE	253.80
CHAMBERLIN ARCHITECTS	PROJECT	22,429.03
CITY OF LEAD	SHELTER	2,535.67
CNA SURETY	NOTARY	50.00
COCA COLA	SUPPLIES	141.85
COMPANION LIFE	INSURANCE	240.81
CON-WAY FREIGHT	REPAIR	49.46
CONTRACTORS INSULATION	SUPPLIES	217.60
CRESCENT ELECTRIC	SUPPLIES	242.77
CULLIGAN	SUPPLIES	137.00
DAKOTA BUSINESS	MAINTENANCE	151.47
DAKOTACARE	INSURANCE	43,685.68
DEADWOOD CHAMBER	MARKETING	1,052.84
DOOLITTLE, JAMES	NEGOTIATIONS	800.00
ECOLAB	SERVICE	224.08
FERGUSON WATERWORKS	LOCATOR	4,238.16
GALLS	SUPPLIES	776.93
GOLDEN WEST	UPGRADE	2,280.75
GRIMM'S PUMP	FILTER	20.16
GUNDERSON, PALMER, NELSON	SERVICE	4,629.35
HILLS PRODUCTS	SERVICE	171.84
INTERSTATE BATTERY	SUPPLIES	47.50
JACK'S TRUCK	SKATES	2,033.47
JACOBS WELDING	WRENCH	130.97
JOHNSON MACHINE	PUMP	359.00
KADRMAS LEE	PROJECT	5,604.45
KONE	MAINTENANCE	266.80
LAWRENCE CO. REGISTER	EASEMENTS	90.00
LEAD-DEADWOOD LIONS	LIGHTS	200.00
LESTER, ROB	REIMBURSEMENT	997.50
MIDWEST TAPE	DVDs	763.68
MITZI'S	BOOKS	19.95
MOLLY CORPORATION	ASSEMBLY	2,550.00
MDU	SERVICE	11,223.87
NATIONAL STAGECOACH	MEMBERSHIP	250.00
NETWORK SERVICES	CLEANER	105.14
NEVE'S	BATTERY	80.07
OFTEDAL CONSTRUCTION	PROJECT	9,273.43
PASSPORT PARKING	METERS	19.00
PEARSON, TRAVIS	REIMBURSEMENT	52.52
PEPPMEIER, JANICE	REIMBURSEMENT	521.55
PUSH-PEDAL-PULL	REPAIRS	89.00

## REGULAR MEETING, March 2, 2015

RADENSLEBEN, ROBERT	REIMBURSEMENT	175.00
RANGEL CONSTRUCTION	PROJECT	22,300.00
RAPID DELIVERY	BUTLER	133.80
RASMUSSEN MECHANICAL	VALVE	152.09
REGIONAL HEALTH PHYSICIANS	TESTING	25.00
SAVE THE PEARL HOTEL	GRANT	7,920.93
SD BUILDING OFFICIALS	CONFERENCE	75.00
SD DEPT. OF MOTOR VEHICLES	PLATES	14.00
SD ONE CALL	FEES	7.77
SDN COMMUNICATIONS	SERVICE	571.20
SEMAPHORE	SUPPLIES	105.50
SERVALL	SUPPLIES	1,829.44
SIRCHIE	TESTS	426.17
SOUTH DAKOTA REAL ESTATE	SEMINAR	75.00
SPECIALTY VEHICLES	DOOR	303.78
SYMBOL ARTS	BADGE	95.00
TASER INTERNATIONAL	HOLSTER	66.21
THE BLIND GUY	BLINDS	3,632.00
THE LORD'S CUPBOARD	RECYCLING	70.74
TRIPLE K	REPAIR	638.11
TURBIVILLE, CHARLES	REIMBURSEMENT	222.10
TWILIGHT	SUPPLIES	430.25
TWIN CITY HARDWARE	SUPPLIES	2,644.09
TYLER TECHNOLOGIES	LICENSES	2,432.25
US POSTAL SERVICE	PERMIT	220.00
WEST RIVER INTERNATIONAL	PARTS	371.77
WHITE'S CANYON	SUPPLIES	70.24
WOW	SERVICE	920.29
TOTAL		\$ 194,553.10

## ITEMS FROM CITIZENS ON AGENDA

### Trolley

Silvernail moved, Van Den Eykel seconded to allow Deadwood History Inc. to use the trolley on the following dates: May 7 to pick up students from Elementary School Stop 'n' Grow to HARCC and return back to school at 5:00 p.m., May 19 to pick up students from Elementary School Stop 'n' Grow to Days of '76 Museum and return back to school, and to transport campers from Adams House to site for archeology camp from July 13 through 17 and July 20 through 24. Roll Call: Aye-All. Motion carried.

### Pastport

Rose Speirs, Deadwood History Inc., requested approval to renew Pastport program. Speirs explained Pastport, its popularity in previous years, and informed Commission that two more locations will be added. Todd moved, Van Den Eykel seconded said request. Roll Call: Aye-All. Motion carried.

## CONSENT

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

- A. Acknowledge receipt of 2014 Annual Financial Report and authorize Finance Officer to submit to South Dakota Legislative Audit per SDCL 9-22-21.
- B. Set Local Review Board Meeting for March 16, 2015 at 10:00 a.m. and request permission to publish notice in official newspaper.
- C. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Anton E. and Beata Schwindt.
- D. Permission to renew CustomMicro software at cost of \$3,150.00 to be paid from Police Department, budgeted item.
- E. Permission to increase wage of Rec Center employee Norma Cooper from \$8.97 an hour to \$9.50 an hour effective February 28, 2015 after three years of service.
- F. Permission for Mayor to sign agreement with Don Toms to index eleven receiving books and one lode claim ledger at cost not to exceed \$8,000.00
- G. Permission for Mayor to sign agreement with Dakota Tree Spraying and Services for protection against mountain pine beetle at cost of \$10,668.00.
- H. Permission for Mayor to renew and sign Adaptive Swim Class Contract with Lead-Deadwood School District for Rec Center pool use at fee of \$2,340.00 for 117 hours at \$20.00 per hour from March 22, 2015 to March 22, 2016.
- I. Permission for Mayor to sign Contract with Lead-Deadwood School District for use of Rec Center swimming pool for elementary school at cost of \$1,500.00 from March 3, 2015 to May 19, 2015.
- J. Permission for Mayor to sign and renew parking lease with South Dakota Commission on Gaming for five parking spots at Miller Lot at total of \$250.00 per month.

## REGULAR MEETING, March 2, 2015

- K. Permission for Mayor to sign CAI2 contract for St. Ambrose Cemetery Restoration Phase V.
- L. Underwrite and support 2015 Archeology Camp in conjunction with Deadwood History Inc. in the amount of \$3,000.00 from Archeology line item, budgeted item.
- M. Permission for Mayor to sign Agreement for Use of Property with Bill Pearson for Archeology camp.
- N. Permission to hire Archives intern Chris Bren effective march 9, 2015 at \$8.50 an hour.

### BID ITEMS

Finance Officer, Nelson opened two bids for the metal lathe, previously surplusd on Resolution 2015-05. Bids are as follows:

Wold's Welding - \$1,378.00  
Jacobs Welding - \$1,500.00

Ruth moved, Silvernail seconded to accept the bid from Jacobs Welding. Roll Call: Aye-All. Motion carried.

### Accept

Historic Preservation Officer Kuchenbecker opened two bids for the Days of '76 Grandstand project on Tuesday February 24 as advertised. Bid bonds were included in the following bid submittals:

MAC Construction - \$1,268,000.00  
Scull Construction - \$1,229,000.00

Silvernail moved, Ruth seconded to accept low bid from Scull Construction in the amount of \$1,229,000.00 for Rodeo Grounds upgrade project and allow the Mayor to sign contract. Roll Call: Aye-All. Motion carried.

### PUBLIC HEARINGS

#### ATV Event

Public hearing was opened at 5:10 p.m. by Mayor Turbiville. Kenny Hall, on behalf of K and H Motor Sports, explained the event and requested approval for the following:

Silvernail moved, Todd seconded to approve the street closure on Main Street from Four Aces to Shine Street from 9:00 a.m. to 10:00 a.m. or until parade ends and waiver of vending fee for American Legion at the Rodeo Grounds on May 16 and 17, 2015. Roll Call: Aye-All. Motion carried.

Silvernail moved, Todd seconded to allow the relaxation of the open container ordinance and special full temporary liquor license for Deadwood Chamber of Commerce at the Rodeo Grounds on Saturday May 16, 2015 from 10:00 a.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Silvernail moved, Todd seconded to allow the relaxation of the open container ordinance and special full temporary liquor license for Deadwood Chamber of Commerce at the Rodeo Grounds on Sunday May 17, 2015 from 10:00 a.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Mr. Hall also requested waiver of the use fee due to lack of facilities. Mayor stated the waiver of the use fee for Rodeo Grounds will be discussed at the next Commission meeting to be held on March 16, 2015. Finance Officer added that safety committee would not recommend waiving the fee since the group is a for-profit entity.

#### Set

Ruth moved, Van Den Eykel seconded to set public hearing at 5:00 p.m. on March 16, 2015 for Deadwood Mickelson Trail Marathon: use of Sherman Street Lot on June 6 and 7, use of Lower Main Street Lot on June 7 and use of Rodeo Grounds parking area on June 7, 2015. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, March 2, 2015

Todd moved, Ruth seconded to set public hearing at 5:00 p.m. on March 16, 2015 for Forks Corks Kegs Event: open container in zones 1 and 2 on April 10 and 11, 2015. Roll Call: Aye-All. Motion carried.

### NEW BUSINESS

#### First Reading

Van Den Eykel moved, Ruth seconded to approve first reading of Ordinance #1224 to supplement Historic Preservation budget by \$1,029,000.00 to pay for expenditures related to Days of '76 rodeo ground concession and bathroom upgrade. Roll Call: Aye-All. Motion carried.

#### First Reading

Discussion was held concerning first reading of Ordinance #1211 changes in Chapter 17.68 – Historic Preservation. Mayor asked if this ordinance was reviewed by legal counsel. Quentin stated attorney Williams reviewed and if anyone has comments or concerns following first reading they can visit with Williams prior to second reading. Laura Floyd, Historic Preservation Commission Chair, stated that these changes came about after several difficult decisions that were made by the Historic Preservation Commission recently. She added that the task force reviewed recommendations from former Historic Preservation Office Mark Wolfe, considered whether or not those suggestions were still relevant, and lastly took input from other interested parties. Floyd further stated that this will be a means to clarify and strengthen decisions made by both elected officials and Historic Preservation Commission. Lyman Toews, member of Historic Preservation Commission, explained three main areas that were changed. First, clarifications were made to areas of existing ordinance. Secondly, penalties were removed that were “toothless” and inserted language that allows for any permit to be rejected by commission. Finally, references to demolition by neglect and minimum maintenance section were removed. Silvernail expressed concern about the demolition permit needing approval by both the building inspector and historic preservation officer. Toews explained that state requires an action by the historic preservation officer as well as the building inspector. Commissioner Ruth stated this ordinance provides much needed clarification, and insures that we have the ability as elected officials to protect our national landmark status and are serious about doing so. Todd agreed, and stated these changes are necessary and long overdue. Vanden Eykel recommended that Attorney Williams come to the next meeting to answer questions and stated that he cannot support in its current form because it is too punitive for residents and property owners. VandenEykel requested review of entire ordinance, including criminal penalties for noncompliance. After further discussion Ruth moved, Todd seconded to approve first reading of Ordinance #1211. Roll Call: Aye-Ruth, Todd, Turbiville. Nay-Silvernail, Van Den Eykel. Motion carried.

#### Easement

Tim Conrad, on behalf of Deadwood Mountain Grand, asked the Commission to allow Deadwood Mountain Grand to access the Mickelson Trail from December 15 to March 15 for snowmobiling. Zoning Administrator Nelson Jr. stated a public hearing will need to be held to allow the snowmobile access and grooming on Mickelson Trail from Walnut Street to the Mickelson Trailhead. Nelson also stated he would like input from the Charles Street and other residents that use the trail. Todd moved, Van Den Eykel seconded to set public hearing on March 16, 2015. Roll Call: Aye-All. Motion carried.

#### Hire

Silvernail moved, Ruth seconded to hire Forgey Construction to perform work needed to repair Whitewood Creek gabion basket wall adjacent to property at 116 Charles Street at cost of \$18,862.00. Roll Call: Aye-All. Motion carried.

#### Purchase

Todd moved, Ruth seconded to purchase trash receptacles and benches in the amount of \$16,904.00 from Historic Preservation Capital Assets, budgeted item. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, March 2, 2015

### Petitions

Mayor Turbiville stated a petition was accepted by Finance Office on February 26, 2015 and declared valid. Petition proposes ordinance for: Limited Daily Customer Parking on Main Street, allow diagonal parking on the East side of Main Street from 600-624 Main and 670-688 Main, parking shall be restricted to two hours per vehicle only from noon to midnight. Attorney Riggins stated he is concerned about the street width requirements, which will mandate that Main Street become one-way designation if the ordinance passes. Turbiville informed those present about other items to consider including the conditional use permit that allows valet parking for Gold Dust, reenactor performances on Main Street, tour buses, limited trolley service and other service vehicles leading to safety concerns. Commissioner Todd stated he thought the trend was more toward no traffic on Main Street and more of a walking atmosphere downtown. Willie Steinlicht, on behalf of Deadwood Alive, spoke against and said this action would have a definite impact on performances, and wanted to go on record that Deadwood Alive was against passage. He added that this idea is not in agreement with Deadwood Revitalization efforts. Fire Chief Bill Glover was also opposed, and has concerns about space for fire truck if necessary. Ruth moved, Van Den Eykel seconded to accept the petition and set election for April 14, 2015. Roll Call: Aye-All. Motion carried.

Turbiville stated a petition was accepted by Finance Office on February 26, 2015 and declared valid. Petition proposes ordinance for the following: It shall be unlawful for any entity of any kind whatsoever to move, demolish, or destroy any historic property listed on the State or National Register of Historic Landmark without majority consent of the lawful voters in a municipal election as prescribed by law. Turbiville stated that if measure were to pass and a house has been destroyed by fire, the matter has to come before a vote from the residents before anything can be done. Attorney Riggins added that if initiated measure were to pass, the Commission would have to address appeal rights that someone would have and commission would need to make sure the due process requirements are taken care of. Commissioner Silvernail stated this is infringing on people's rights in the community. Historic Preservation Officer Kuchenbecker contacted State Historic Preservation Office and National Parks Service. Kuchenbecker is concerned that this circumvents the process already in place. Ruth moved, Van Den Eykel seconded to accept the petition and set election for April 14, 2015. Roll Call: Aye-All. Motion carried.

### INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Turbiville informed those present that Deadwood Rec Center will be closed from March 1 to March 7 for cleaning and repairs.

Turbiville reminded everyone of the bid opening on March 16, 2015 at 5:00 p.m. for .262 acres of real property between Forest and Selbie Street. Minimum bid is \$2,000.00.

Finance Officer Nelson informed Commission that Board of Adjustment meeting scheduled at 10:00 a.m. on March 16 will include a member of the school board, and is the time set aside to hear complaints on property valuation.

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

### ADJOURNMENT

Van Den Eykel moved, Todd seconded to adjourn the regular session at 6:15p.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 March 16, 2015.

After coming out of executive session at 6:30 p.m., Ruth moved, Silvernail seconded to accept ballot language on proposed initiated measures prepared by City Attorney Riggins. Aye: All. Ruth moved, Van Den Eykel seconded to adjourn.

ATTEST:

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

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

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

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

PACKET: 03484 03/17/15 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-190-2015	101-4111-423	PUBLISHING MINUTES - 1-20-15	000000	159.17
		I-203-2015	101-4111-423	PUBLISHING ORDINANC #1222 - SUPP.BUDGET	000000	11.31
		I-204-2015	101-4111-423	PUBLISHING ORDINANCE #1205	000000	23.06
		I-205-2015	101-4111-423	PUBLISHING NOH - STEER ROPING EVENT	000000	16.28
		I-206-2015	101-4111-423	PUBLISHING NOH - ST. PAT'S DAY EVENTS	000000	20.35
		I-207-2015	101-4111-423	PUBLISHING NOH - 3 WHEELER RALLY EVENT	000000	9.95
		I-211-2015	101-4111-423	PUBLISHING NOTICE TO BID -76 GRANDSTAND	000000	26.86
		I-217-2015	101-4111-423	PUBLISHING MINUTES - 2/2/15	000000	164.60
		I-225	101-4111-423	PUBLISHING NOH - ATV EVENTS	000000	16.28
				DEPARTMENT 111 COMMISSION	TOTAL:	447.86
01-0097	FARMER BROTHERS CO					
		I-61395067	101-4192-426-04	SUPPLIES - CI COFFEE FOR CITY HALL	000000	57.50
01-0225	WESTERN STAR, INC.					
		I-16941	101-4192-425-14	REPAIRS - STR DOOR REPAIRS	000000	253.54
01-0360	ABC BUSINESS SUPPLY					
		I-7968	101-4192-425-06	REPAIRS - DAY LIGHT BULBS	000000	12.99
		I-7969	101-4192-425-10	REPAIRS - LIB LIGHT BULBS	000000	19.96
		I-7975	101-4192-425-13	REPAIRS - REC M400	000000	156.00
01-0429	BLACK HILLS POWER & LIG					
		I-J-F15 BHP	101-4192-428	UTILITIES 909 MAIN	000000	41.67
		I-J-F15 BHP	101-4192-428	UTILITIES HIGHWAY 14A WELCOME SIGN	000000	43.67
		I-J-F15 BHP	101-4192-428	UTILITIES 515 CLIFF STREET	000000	44.17
		I-J-F15 BHP	101-4192-428	UTILITIES 1 MILLER STREET	000000	18.12
		I-J-F15 BHP	101-4192-428	UTILITIES HWY 85 DWD HILL	000000	43.57
		I-J-F15 BHP	101-4192-428	UTILITIES 8-1/2 SAMPSON	000000	18.50
		I-J-F15 BHP	101-4192-428	UTILITIES 170 BLACKTAIL	000000	12.50
		I-J-F15 BHP	101-4192-428	UTILITIES 1 MCKINLEY	000000	73.02
		I-J-F15 BHP	101-4192-428	UTILITIES 19 76 RANCH ROAD	000000	170.23
		I-J-F15 BHP	101-4192-428-13	UTILITIES - R 105 SHERMAN	000000	8,147.10
		I-J-F15 BHP	101-4192-428-07	UTILITIES - F 737 MAIN	000000	742.47
		I-J-F15 BHP	101-4192-428	UTILITIES 737 MAIN	000000	11.12
		I-J-F15 BHP	101-4192-428	UTILITIES 62.5 DUNLOP	000000	204.96
		I-J-F15 BHP	101-4192-428	UTILITIES 108 SHERMAN	000000	52.49
		I-J-F15 BHP	101-4192-428	UTILITIES 15 CRESCENT	000000	184.07
		I-J-F15 BHP	101-4192-428	UTILITIES 701 HWY 14A	000000	214.89
		I-J-F15 BHP	101-4192-428	UTILITIES 119 DENVER	000000	895.23
		I-J-F15 BHP	101-4192-428	UTILITIES 23 DWD ST	000000	166.75
		I-J-F15 BHP	101-4192-428	UTILITIES 110 TIMMS	000000	11.12
		I-J-F15 BHP	101-4192-428	UTILITIES 110 TIMMS	000000	31.89
		I-J-F15 BHP	101-4192-428	UTILITIES 110 TIMMS	000000	11.36
		I-J-F15 BHP	101-4192-428-10	UTILITIES - L 435 WILLIAMS	000000	548.83
		I-J-F15 BHP	101-4192-428	UTILITIES 102 WATER TANK	000000	12.50

PACKET: 03484 03/17/15 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS POWER & LIG	continued				
	I-J-F15 BHP	101-4192-428-15	UTILITIES - T 60 DUNLAP		000000	382.99
	I-J-F15 BHP	101-4192-428	UTILITIES 53 SHERMAN		000000	12.50
	I-J-F15 BHP	101-4192-428	UTILITIES 500 CLIFF		000000	86.06
	I-J-F15 BHP	101-4192-428	UTILITIES 154 SHERMAN		000000	89.14
	I-J-F15 BHP	101-4192-428	UTILITIES 15 CRESCENT		000000	231.73
	I-J-F15 BHP	101-4192-428	UTILITIES 65 SHERMAN		000000	162.72
	I-J-F15 BHP	101-4192-428	UTILITIES 65 SHERMAN		000000	2,776.18
	I-J-F15 BHP	101-4192-428	UTILITIES 65 SHERMAN		000000	20.93
	I-J-F15 BHP	101-4192-428	UTILITIES 65 SHERMAN		000000	1,101.90
	I-J-F15 BHP	101-4192-428	UTILITIES 65 SHERMAN		000000	559.23
	I-J-F15 BHP	101-4192-428-01	UTILITIES - AD 65 SHERMAN		000000	47.43
	I-J-F15 BHP	101-4192-428	UTILITIES 398 MCGOVERN		000000	16.47
	I-J-F15 BHP	101-4192-428	UTILITIES 16 CRESCENT		000000	34.48
	I-J-F15 BHP	101-4192-428	UTILITIES 9 ROOSEVELT		000000	12.50
	I-J-F15 BHP	101-4192-428	UTILITIES 180 CLIFF		000000	74.35
	I-J-F15 BHP	101-4192-428-02	UTILITIES - A 50 SHERMAN		000000	1,132.22
	I-J-F15 BHP	101-4192-428	UTILITIES 10 SHINE		000000	32.16
	I-J-F15 BHP	101-4192-428	UTILITIES 30 DWD GULCH		000000	42.46
	I-J-F15 BHP	101-4192-428	UTILITIES 101 MICKELSON		000000	499.14
	I-J-F15 BHP	101-4192-428	UTILITIES 20 JACKSON		000000	12.50
	I-J-F15 BHP	101-4192-428	UTILITIES 10 MM RD		000000	13.92
	I-J-F15 BHP	101-4192-428	UTILITIES 4 DAKOTA		000000	167.29
	I-J-F15 BHP	101-4192-428-02	UTILITIES - A 22 VAN BUREN		000000	436.64
	I-J-F15 BHP	101-4192-428-08	UTILITIES - HI 3 SIEVER		000000	986.27
	I-J-F15 BHP	101-4192-428	UTILITIES 20 JACKSON		000000	358.39
	I-J-F15 BHP	101-4192-428-02	UTILITIES - A 5 SIEVER		000000	594.65
	I-J-F15 BHP	101-4192-428-11	UTILITIES - P 15 CRESCENT		000000	291.28
	I-J-F15 BHP	101-4192-428	UTILITIES 398 MCGOVERN		000000	22.28
	I-J-F15 BHP	101-4192-428	UTILITIES 50 PLEASANT		000000	40.58
	I-J-F15 BHP	101-4192-428	UTILITIES 15 CRESCENT		000000	480.23
	I-J-F15 BHP	101-4192-428-12	UTILITIES - P 15 CRESCENT		000000	874.91
	I-J-F15 BHP	101-4192-428-07	UTILITIES - F 767 MAIN		000000	11.12
	I-J-F15 BHP	101-4192-428	UTILITIES 498 MAIN		000000	200.74
	I-J-F15 BHP	101-4192-428	UTILITIES 37 WATER		000000	15.75
	I-J-F15 BHP	101-4192-428	UTILITIES 255 MAIN		000000	197.17
	I-J-F15 BHP	101-4192-428	UTILITIES 436 MAIN		000000	75.97
	I-J-F15 BHP	101-4192-428	UTILITIES 10 MM RD		000000	63.75
	I-J-F15 BHP	101-4192-428-14	UTILITIES - S 62 DUNLAP		000000	719.03
	I-J-F15 BHP	101-4192-428	UTILITIES 15 CRESCENT		000000	225.41
	I-J-F15 BHP	101-4192-428	UTILITIES 13 CRESCENT		000000	211.15
	I-J-F15 BHP	101-4192-428	UTILITIES 110 TIMMS		000000	10.12
01-0551	MENARD'S					
	I-25667	101-4192-426-13	SUPPLIES - RE SHELF/BRACKETS		000000	345.22
01-0682	PITNEY BOWES INC					
	I-030315	101-4192-426	SUPPLIES POSTAGE METER REFILL		000000	500.00

PACKET: 03484 03/17/15 COMBINED  
 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
01-1396	LOWE ROOFING, INC.	I-13250	101-4192-425-07	REPAIRS - FIR Fire Hall roof-final pay app	000000	4,496.00
01-1507	GENE'S LOCK SHOP	I-1000	101-4192-425-14	REPAIRS - STR ASSA KEYS	000000	68.98
01-1653	STURDEVANT'S AUTO PARTS	I-665723	101-4192-425-07	REPAIRS - FIR AG BEARING	000000	13.60
		I-665725	101-4192-425-07	REPAIRS - FIR EMERY CLOTH	000000	7.14
		I-666025	101-4192-426	SUPPLIES CLEVIS FORGED	000000	8.54
01-2073	SDN COMMUNICATIONS	I-0180-03-2015	101-4192-428-04	UTILITIES - C COM BETWEEN CH-PW	000000	285.60
		I-0180-03-2015	101-4192-428-14	UTILITIES - S COM BETWEEN CH-PW	000000	285.60
01-2110	POOL & SPA CENTER	I-SAL715142-1	101-4192-425-13	REPAIRS - REC KLEEN IT	000000	182.85
01-2626	WOW	I-F-M 15 FIRE	101-4192-428-07	UTILITIES - F PHONE FOR FD	000000	235.44
		I-F-M 15 MM	101-4192-428	UTILITIES LINE FOR MM	000000	38.08
		I-F-M 15 T1 LINE	101-4192-428-04	UTILITIES - C T1 LINE	000000	1,318.45
01-3377	DAKOTA SECURITY SYSTEMS	I-221638	101-4192-425-04	REPAIRS - CIT WATER ALERT SYSTEM	000000	341.58
01-3824	GREEN, RON	I-030515	101-4192-422	PROFESSIONAL REIMBS./MEMBERSHIP	000000	29.69
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 33,680.73
01-0464	TYLER TECHNOLOGIES, INC	I-025-117748	101-4193-422	PROFESSIONAL BUSINESS LICENSE TRAINING	000000	5,225.10
01-0510	GOLDEN WEST TECHNOLOGIE	I-288981	101-4193-422	PROFESSIONAL OFFSITE BACKUP,EMAIL FILTERING	000000	720.00
					DEPARTMENT 193 DATA PROCESSING	TOTAL: 5,945.10
01-0467	CULLIGAN OF THE NORTHER	I-61706	101-4210-424	RENTALS BOTTLED WATER, CUPS	000000	31.00
		I-62128	101-4210-424	RENTALS WATER COOLER RENTAL - POLICE	000000	15.00
01-0585	SD DEPT. OF REVENUE	I-030515	101-4210-422	PROFESSIONAL LICENSE RENEWAL	000000	4.00
01-0970	FULLER, KELLY					

PACKET: 03484 03/17/15 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0970	FULLER, KELLY		continued			
		I-022115	101-4210-415	GROUP INSURAN INSURANSE REIMBSMT. - FEB	000000	426.62
01-1424	SOUTHSIDE SERVICE					
		I-41629	101-4210-415	GROUP INSURAN REPLACE BRAKES-FRONT&REAR	000000	313.98
		I-41680	101-4210-425	REPAIRS OIL, FILTER, WASHER FLUID	000000	92.90
		I-41687	101-4210-425	REPAIRS 4 TIRES,BRAKE PADS,OIL CHANGE	000000	895.89
01-1653	STURDEVANT'S AUTO PARTS					
		I-665878	101-4210-425	REPAIRS ICE BLADES, BULB	000000	31.27
01-1819	DAKOTA BUSINESS CENTER					
		I-IN279223	101-4210-424	RENTALS COPIER MAINTENANCE - POLICE	000000	151.47
01-2402	MERTENS, KENNETH					
		I-022712	101-4210-415	GROUP INSURAN INSURANCE REIMBSMT.- FEB	000000	293.72
01-3190	SD SHERIFFS' ASSOCIATIO					
		I-030915	101-4210-422	PROFESSIONAL 2 REGIS.FEES-SPRING CONFERENCE	000000	170.00
				DEPARTMENT 210 POLICE	TOTAL:	2,425.85
01-0864	M & T FIRE AND SAFETY					
		I-97317	101-4221-425	REPAIRS SCBA MASK	000000	192.56
01-1758	GLOVER, WILLIAM					
		I-031215	101-4221-422	PROFESSIONAL CITY COMM.MTGS.-JAN 5-MAR 2'15	000000	125.00
01-3056	NORTHERN HILLS TECHNOLO					
		I-10368	101-4221-422	PROFESSIONAL ON LINE BACKUP, STORAGE	000000	38.00
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:		355.56
01-0360	ABC BUSINESS SUPPLY					
		I-7896	101-4232-426	SUPPLIES OFFICE SUPPLIES	000000	35.97
01-3752	REAL ESTATE CENTER OF L					
		I-100A	101-4232-426	SUPPLIES DESK FOR BI	000000	200.00
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	235.97
01-0418	BLACK HILLS PIONEER					
		I-233-2015	101-4310-422	PROFESSIONAL SEALED BIDS - METAL LATHE	000000	16.28
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-150210119	101-4310-422	PROFESSIONAL PAGER	000000	34.22

PACKET: 03484 03/17/15 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0547	M&M SANITATION					
		I-27310	101-4310-426	SUPPLIES COLD STORAGE RENTAL	000000	102.50
01-0551	MENARD'S					
		I-25145	101-4310-426	SUPPLIES LED LIGHTS	000000	313.78
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-40628	101-4310-434	MACHINERY/EQU TRUCK TIRES	000000	355.00
		I-1-40659	101-4310-434	MACHINERY/EQU TIRES FOR SANDER	000000	1,428.24
01-0782	JACOBS PRECISION WELDIN					
		I-21597	101-4310-425	REPAIRS REPAIR FUEL TANK	000000	121.03
01-1354	INLAND TRUCK PARTS COMP					
		I-14-43175	101-4310-425	REPAIRS FORK SHIFTER	000000	289.89
		I-14-43240	101-4310-425	REPAIRS BOLT/GASKET	000000	5.08
		I-14-43249	101-4310-425	REPAIRS PUSH ROD	000000	389.03
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0440940	101-4310-425	REPAIRS PARTS FOR TRUCK	000000	39.64
01-1506	DALES TIRE & RETREADING					
		I-555186	101-4310-434	MACHINERY/EQU WHEELS	000000	155.00
		I-555731	101-4310-425	REPAIRS DAYTON 620D	000000	1,860.00
01-1637	RUD-CHAIN, INC.					
		I-0151758-IN	101-4310-434	MACHINERY/EQU SUPER GREIFSTEG	000000	1,325.30
01-1653	STURDEVANT'S AUTO PARTS					
		I-665064	101-4310-425	REPAIRS BELTS	000000	10.81
		I-665140	101-4310-426	SUPPLIES GREASE FITTINGS	000000	17.30
		I-665292	101-4310-426	SUPPLIES FITTINGS/CONTACT TIP	000000	44.60
		I-665380	101-4310-426	SUPPLIES CONTACT TIP	000000	85.00
		I-665838	101-4310-425	REPAIRS CONN LINK	000000	1.06
		I-665965	101-4310-426	SUPPLIES SYN PLUS	000000	56.50
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-56341	101-4310-425	REPAIRS NNOZZLE	000000	112.25
01-1785	KIMBALL MIDWEST					
		I-4066708	101-4310-426	SUPPLIES WASHERS/NUTS	000000	431.95
01-1904	CAMPBELL SUPPLY					
		I-51050	101-4310-426	SUPPLIES BEARINGS	000000	44.76
01-2762	PARTSMASTER					
		I-20870201	101-4310-426	SUPPLIES PLIERS	000000	53.72
01-3346	REGIONAL HEALTH PHYSICI					

PACKET: 03484 03/17/15 COMBINED  
 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
01-3346	REGIONAL HEALTH PHYSICI	continued				
		I-126849C2296	101-4310-422	PROFESSIONAL TESTING	000000	50.00
01-3641	ALL AROUND AUTO, LLC					
		I-22867902	101-4310-425	REPAIRS BRAKE CHAMBER	000000	84.32
		I-2879579	101-4310-425	REPAIRS TURBO CHARGER HOSE	000000	65.59
01-3823	REGIONAL HEALTH CLIENT					
		I-SP00000150	101-4310-422	PROFESSIONAL POST ACCIDENT TESTING	000000	60.00
01-3824	GREEN, RON					
		I-030515	101-4310-422	PROFESSIONAL REIMBS./MEMBERSHIP	000000	29.68
					DEPARTMENT 310 STREETS	TOTAL: 7,582.53
01-1380	WASTE CONNECTIONS, INC.					
		I-11838338	101-4320-422	PROFESSIONAL GARBAGE SERVICES	000000	6,601.30
					DEPARTMENT 320 SANITATION	TOTAL: 6,601.30
01-0653	PASTENAL COMPANY					
		I-SDSPE80354	101-4520-426	SUPPLIES BLACK CABLE TIES	000000	35.55
01-0782	JACOBS PRECISION WELDIN					
		I-21597	101-4520-426	SUPPLIES FLAG HOLDERS	000000	650.79
01-1374	BUTLER MACHINERY COMPAN					
		I-06SS0002214	101-4520-434	MACHINERY/EQU HAMMER FOR EXCAVATOR	000000	6,971.10
01-1380	WASTE CONNECTIONS, INC.					
		I-11838211	101-4520-422	PROFESSIONAL DUMPSTER	000000	590.79
		I-11839659	101-4520-422	PROFESSIONAL DUMPSTERS	000000	497.50
01-3824	GREEN, RON					
		I-030515	101-4520-422	PROFESSIONAL REIMBS./MEMBERSHIP	000000	29.68
					DEPARTMENT 520 PARKS	TOTAL: 8,775.41
01-0418	BLACK HILLS PIONEER					
		I-150226	101-4640-423	PUBLISHING AD SURPLUS PROPERTY SALE	000000	108.00
01-3346	REGIONAL HEALTH PHYSICI					
		I-126849C2296	101-4640-422	PROFESSIONAL TESTING	000000	25.00
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 133.00
					FUND 101 GENERAL FUND	TOTAL: 66,183.31

PACKET: 03484 03/17/15 COMBINED  
 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
01-0124	TRIDLE, JOHN	I-259189	209-4510-425	REPAIRS PULLEY/CABLE	000000	63.15
01-0223	COCA COLA BOTTLING COMP	I-1391636	209-4510-426	SUPPLIES WATER FOR REC	000000	20.60
		I-1391681	209-4510-426	SUPPLIES WATER FOR REC	000000	80.90
		I-1391722	209-4510-426	SUPPLIES WATER FOR REC	000000	30.90
		I-1391763	209-4510-426	SUPPLIES WATER FOR REC	000000	81.20
		I-1391799	209-4510-426	SUPPLIES WATER FOR REC	000000	20.60
01-0418	BLACK HILLS PIONEER	I-150228	209-4510-423	PUBLISHING AD FOR REC	000000	10.00
01-1011	TOM'S T'S, INC.	I-18891	209-4510-426	SUPPLIES TSHIRT	000000	7.33
01-1038	PUSH-PEDAL-PULL	I-114917	209-4510-426	SUPPLIES LUBE/WAX	000000	89.00
01-1365	SD PUBLIC HEALTH LAB	I-10562298	209-4510-422	PROFESSIONAL WATER SAMPLES	000000	30.00
01-1380	WASTE CONNECTIONS, INC.	I-11838338	209-4510-422	PROFESSIONAL GARBAGE SERVICES	000000	65.00
01-1558	ECOLAB PEST ELIMINATION	I-5379938	209-4510-422	PROFESSIONAL ECOLAB	000000	129.38
01-3346	REGIONAL HEALTH PHYSICI	I-126849C2296	209-4510-422	PROFESSIONAL TESTING	000000	25.00
01-3413	PINNACLE CARPET CLEANIN	I-1533	209-4510-422	PROFESSIONAL CARPET/TILE CLEANING	000000	999.38
01-3424	BLACK HILLS URGENT CARE	I-11530	209-4510-422	PROFESSIONAL TESTING	000000	30.00
01-3506	ALSCO	C-LCAS905758-CRD	209-4510-426	SUPPLIES CREDIT	000000	10.50-
		I-LCAS925198	209-4510-426	SUPPLIES MATS/MOPS	000000	71.57
		I-LCAS935739	209-4510-426	SUPPLIES MATS/MOPS	000000	71.57
01-3618	KDSJ 980 AM RADIO	I-15-02-041	209-4510-422	PROFESSIONAL 2-5 to 2-28 broadcasts	000000	220.00
DEPARTMENT 510 REC CENTER					TOTAL:	2,035.08

01-0429 BLACK HILLS POWER & LIG

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## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 03484 03/17/15 COMBINED

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: 980 SPECIAL EVENTS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0429	BLACK HILLS POWER & LIG	continued				
		1-CHRISTMAS LIGHTS	209-4980-429	OTHER	POWER BILL FOR CHRISTMAS LIGHT 000000	2,245.63
DEPARTMENT 980 SPECIAL EVENTS						TOTAL: 2,245.63
-----						
FUND 209 BED & BOOZE FUND						TOTAL: 4,280.71

PACKET: 03484 03/17/15 COMBINED

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-031015	215-4572-210	VISITOR MGMT ADVERTISING	000000	34,745.99
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	34,745.99
01-1148	KNECHT HOME CENTER, INC					
		I-880183	215-4573-335	HIST. INTERP. SUPPLIES	000000	104.71
01-1547	AASLH MEMBERSHIP SERVIC					
		I-128889	215-4573-335	HIST. INTERP. MEMBERSHP RUNGE 4/1/15-3/31/16	000000	115.00
01-3192	MARKETING & TECHNICAL M					
		I-139889	215-4573-335	HIST. INTERP. SUPPLIES PLOTTER BASEMENT	000000	939.15
		I-139910	215-4573-335	HIST. INTERP. SUPPLIES PLOTTER BASEMENT	000000	199.45
		I-139972	215-4573-335	HIST. INTERP. SUPPLIES PLOTTER BASEMENT	000000	945.05
		I-139973	215-4573-335	HIST. INTERP. SUPPLIES PLOTTER BASEMENT	000000	196.95
01-3820	RAPID CITY JOURNAL					
		I-2015-001	215-4573-335	HIST. INTERP. REISSUE CK-BH/BADLND S BOOKS	000000	95.85
01-3821	NATIONAL TRUST FOR HIST					
		I-2015CW	215-4573-325	HIST. INTERP. 2015 MEMBERSHIP	000000	20.00
		I-2015DB	215-4573-325	HIST. INTERP. 2015 MEMBERSHIP	000000	20.00
		I-2015LF	215-4573-325	HIST. INTERP. 2015 MEMBERSHIP	000000	20.00
		I-2015LN	215-4573-325	HIST. INTERP. 2015 MEMBERSHIP	000000	20.00
		I-2015LT	215-4573-325	HIST. INTERP. 2015 MEMBERSHIP	000000	20.00
		I-2015MJ	215-4573-325	HIST. INTERP. 2015 MEMBERSHIP	000000	20.00
		I-2015TB	215-4573-325	HIST. INTERP. 2015 MEMBERSHIP	000000	20.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATI	TOTAL:	2,736.16
01-0776	ALBERTSON ENGINEERING,					
		I-8970	215-4575-515	GRANT/LOAN RE 2013-126H 2 DUDLEY RW AH	000000	1,341.40
		I-8971	215-4575-515	GRANT/LOAN RE 2013-214H 50 VANBUREN RW AH JB	000000	1,030.00
		I-8972	215-4575-515	GRANT/LOAN RE 2014-260H 84 VAN BUREN	000000	615.00
		I-8973	215-4575-515	GRANT/LOAN RE 2014-314H 10 HARRISON RW AH JB	000000	642.50
01-3764	US FOREST SERVICE c/o C					
		I-021015	215-4575-520	GRANT/LOAN PR OUTSIDE DWD GRANT 2014 RD 2	000000	2,557.32
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	6,186.22
01-0776	ALBERTSON ENGINEERING,					
		I-8974	215-4577-755	CAPITAL ASSET 2015-028H 376 MAIN RW AH	000000	360.00
		I-9003	215-4577-755	CAPITAL ASSET 2014-284H DAYS OF 76 MR MA	000000	1,837.50

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2473	SD DEPT. OF CORRECTIONS					
		C-C18D5302	215-4577-795	CAPITAL ASSET CREDIT FOR FW	000000	4,540.48-
		I-C18D5331	215-4577-795	CAPITAL ASSET FIRE WISE	000000	7,403.47
		I-C18D5382	215-4577-795	CAPITAL ASSET FIRE WISE	000000	3,478.72
01-3555	DAVE STAFFORD ARCHITECT					
		I-I15-182	215-4577-735	CAPITAL ASSET RODEO GROUNDS CONC RESTR	000000	31,774.00
01-3785	TALLGRASS					
		I-030215 ENT SIGN	215-4577-715	CAPITAL ASSET SCHEMATIC DESIGN FOR ENT SIGN	000000	1,800.00
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:		42,113.21
01-0097	FARMER BROTHERS CO					
		I-61395068 SO	215-4641-426	SUPPLIES SUPPLIES	000000	38.70
01-0340	MIDCONTINENT COMMUNICAT					
		I-030215	215-4641-428	UTILITIES INTERNET 03/01-03/31/15	000000	65.00
01-0467	CULLIGAN OF THE NORTHER					
		I-60978	215-4641-426	SUPPLIES COOLER RENTAL FEB. 2015	000000	15.00
		I-61382	215-4641-426	SUPPLIES WATER	000000	13.00
		I-62126	215-4641-426	SUPPLIES COOLER RENTAL MARCH 2015	000000	15.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-288884	215-4641-434	MACHINERY/EQU SCREEN SETUP KS	000000	108.38
01-3314	CENTURY BUSINESS PRODUC					
		I-267353	215-4641-428	UTILITIES CONTRACT CHARGE 2/9-3/8/15	000000	428.61
01-3373	AMAZON WEB SERVICES					
		I-50088637	215-4641-428	UTILITIES WEB SERVICE 2/1-2/28/15	000000	207.71
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	891.40
				FUND 215 HISTORIC PRESERVATION	TOTAL:	86,672.98

PACKET: 03484 03/17/15 COMBINED

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1496	LAWRENCE CO. REGISTER O					
		I-20150312	216-4653-960	CLOSING CO REC FEE-ALLNCE FOR CHLDRN-SATS 000000		30.00
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	30.00
				FUND 216 REVOLVING LOAN	TOTAL:	30.00

PACKET: 03484 03/17/15 COMBINED

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-150210108	602-4330-422	PROFESSIONAL PAGERS	000000	33.18
01-0539	LEAD-DEADWOOD SANITARY					
		I-022715	602-4330-422	PROFESSIONAL PUBLIC BLDGS USAGE - MAR	000000	555.72
		I-030215	602-4330-422	PROFESSIONAL EQR & USAGE CHARGE	000000	22,796.49
01-0561	SD ONE CALL					
		I-SD15-0298	602-4330-422	PROFESSIONAL ONE CALL FEES	000000	12.21
01-0917	DEADWOOD DEVELOPMENT CO					
		I-50738	602-4330-422	PROFESSIONAL UPS FREIGHT	000000	19.20
01-1058	DAKOTA SUPPLY GROUP					
		I-B162428	602-4330-426	SUPPLIES TABLET	000000	97.04
01-1374	BUTLER MACHINERY COMPAN					
		I-06SS0002214	602-4330-434	MACHINERY/EQU HAMMER FOR EXCAVATOR	000000	6,971.10
01-1491	RENNER, DONOVAN					
		I-022515	602-4330-415	GROUP INSURAN INSURANCE REIMBSMT. - FEB	000000	233.05
01-3824	GREEN, RON					
		I-030515	602-4330-422	PROFESSIONAL REIMBS./MEMBERSHIP	000000	29.69
DEPARTMENT 330 WATER					TOTAL:	30,747.68
FUND 602 WATER FUND					TOTAL:	30,747.68

PACKET: 03484 03/17/15 COMBINED

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0107	CUSTOM MICRO INTERACTIV					
		I-2015112	610-4360-422	PROFESSIONAL JUSTICE RMS ANNUAL LIC/MAINT	000000	3,150.00
01-0429	BLACK HILLS POWER & LIG					
		I-J-F15 BHP	610-4360-426	SUPPLIES 701 HWY 14A	000000	17.28
		I-J-F15 BHP	610-4360-426	SUPPLIES 15 CRESCENT	000000	12.87
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						3,180.15
01-0467	CULLIGAN OF THE NORTHER					
		I-62129	610-4361-426	SUPPLIES SOFTENER RENTAL - TROLLEY	000000	22.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-665022	610-4361-426	SUPPLIES STOPLIGHT, AWG'S	000000	26.24
		I-665294	610-4361-426	SUPPLIES ALLIGATOR, PLUG LIGHTER	000000	5.67
		I-665872	610-4361-426	SUPPLIES FLEET RUNNER MICRO	000000	49.79
01-3346	REGIONAL HEALTH PHYSICI					
		I-126849C2296	610-4361-422	PROFESSIONAL TESTING	000000	25.00
01-3424	BLACK HILLS URGENT CARE					
		I-11530	610-4361-422	PROFESSIONAL TESTING	000000	266.18
01-3641	ALL AROUND AUTO, LLC					
		I-284681	610-4361-426	SUPPLIES SMALL MOTOR	000000	81.22
		I-285179	610-4361-426	SUPPLIES SIDE TURN LAMP	000000	49.01
		I-285280	610-4361-426	SUPPLIES OIL AND OIL FILTERS	000000	67.30
		I-285766	610-4361-426	SUPPLIES IDLER PULLEY,DRIVEBELT TENSION	000000	65.98
		I-285961	610-4361-426	SUPPLIES SIDETURN LAMP	000000	49.01
		I-286016	610-4361-426	SUPPLIES DURA 2BULB OVAL MRK	000000	5.98
		I-286723	610-4361-426	SUPPLIES GREASE GUN,PLIERS,RELAY	000000	297.00
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						1,010.38
FUND 610 PARKING/TRANSPORTATION TOTAL:						4,190.53

PACKET: 03484 03/17/15 COMBINED

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS POWER & LIG					
	I-J-F15 BHP	611-4362-428	UTILITIES	15 CRESCENT	000000	2,408.18
01-3346	REGIONAL HEALTH PHYSICI					
	I-126849C2296	611-4362-426	SUPPLIES	TESTING	000000	25.00
01-3521	TREWHELLA, MISTY					
	I-030715	611-4362-426	SUPPLIES	REIMBS/CHAIR FOR PKNG RAMP	000000	121.88
			DEPARTMENT 362	MAIN STREET RAMP	TOTAL:	2,555.06
			FUND	611 MAIN STREET RAMP	TOTAL:	2,555.06

PACKET: 03484 03/17/15 COMBINED

VENDOR SET: 01

FUND : 701 RUBBLE SITE

DEPARTMENT: 324 RUBBLE SITE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0547	M&M SANITATION					
		I-27309	701-4324-426	SUPPLIES MONTHLY RENTAL	000000	102.50
				DEPARTMENT 324 RUBBLE SITE	TOTAL:	102.50
				FUND 701 RUBBLE SITE	TOTAL:	102.50

PACKET: 03484 03/17/15 COMBINED

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING	I-031015	723-4000-429	OTHER	CITY SLOTS - PYMT 9, YR 3	000000 18,852.27
				DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL: 18,852.27
				FUND	723 NICKEL SLOT PAYMENT AGNCY	TOTAL: 18,852.27
					REPORT GRAND TOTAL:	213,615.04

## Sales &amp; Use Tax Return

*Additional Bill 3-16-15*

1018-0924-ST  
MUNICIPAL UTILITIES  
CITY OF DEADWOOD  
102 SHERMAN ST  
DEADWOOD, SD 57732-1309  
Confirmation Number: Not Submitted

South Dakota  
Department of Revenue

Reporting Period: 02/2015  
Return Due: 03/23/2015

A. Sales and Use Tax					Rate	Tax Due
1. Gross Sales				\$41,900.29		
2. Use Taxable				\$0.00		
3. Non-Taxable Sales				\$0.00		
4. Special Jurisdictions (Indian Country, Reservations)						
5. State Sales and Use Tax				\$41,900.29	4.00%	\$1,676.01
B. City Tax						
City	Taxable	Code	Rate	Taxable	Code	Tax Due
Deadwood	\$35,354.29	093-2	2.00%	\$6,659.29	093-1	\$773.68
Total City Tax Due						\$773.68
C. Tourism Tax						
D. Other Taxes						
E. Totals						
Total Tax Due						\$2,449.69
Allowance						\$36.75
Total Due						\$2,412.94

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

# DEADWOOD

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

3/16/15  
5B  
KEVIN KUCHENBECKER  
Historic Preservation Officer  
Telephone: (605) 578-2082  
Fax: (605) 578-2084  
[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

## MEMORANDUM

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**Date:** February 27, 2015  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Historic Preservation Social Media Outreach update

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Mike Runge, City Archivist, along with our contracted media firm under the leadership of Grant Welford, will provide a presentation in the form of an overview and update of the efforts of the Deadwood Historic Preservation Office to utilize social media to further educate the general public of the projects, activities and history of Deadwood's rich and unique history.

Prior to the meeting, staff encourages you to check out some of our electronic sites listed below:

**Facebook Page**

<https://www.facebook.com/deadwoodhistoricpreservation>

**YouTube Channel**

<https://www.youtube.com/user/deadwoodhp>

**Century Awards and Wall of Fame Website**

<http://www.deadwoodcenturyawards.com/>

**Mt. Moriah Map Webpage**

<http://maps.cityofdeadwood.com/cemeteries/>

**City Website**

<http://www.cityofdeadwood.com/>

**\$9,170,000**

City of Deadwood, South Dakota

Refunding Certificates of Participation, Series 2015

Refunding

3/16/15  
SE

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Current Refunding Escrow	5
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**\$9,170,000**

City of Deadwood, South Dakota

Refunding Certificates of Participation, Series 2015

Refunding

## Debt Service Comparison

Date	Total P+I	DSR	Net New D/S	Old Net D/S	Savings
11/01/2015	-	-	-	-	-
11/01/2016	1,721,562.50	-	1,721,562.50	1,878,300.00	156,737.50
11/01/2017	1,722,925.00	-	1,722,925.00	1,882,050.00	159,125.00
11/01/2018	1,720,800.00	-	1,720,800.00	1,877,050.00	156,250.00
11/01/2019	1,724,300.00	-	1,724,300.00	1,882,250.00	157,950.00
11/01/2020	2,985,660.00	(917,000.00)	2,068,660.00	2,075,250.00	6,590.00
<b>Total</b>	<b>\$9,875,247.50</b>	<b>(917,000.00)</b>	<b>\$8,958,247.50</b>	<b>\$9,594,900.00</b>	<b>\$636,652.50</b>

### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	728,905.62
Effects of changes in DSR investments	(131,718.40)
Net PV Cashflow Savings @ 2.952%(AIC)	597,187.22
Contingency or Rounding Amount	2,450.00
Net Present Value Benefit	\$599,637.22
Net PV Benefit / \$9,140,000 Refunded Principal	6.561%
Net PV Benefit / \$9,170,000 Refunding Principal	6.539%

### Refunding Bond Information

Refunding Dated Date	11/01/2015
Refunding Delivery Date	11/01/2015

**\$9,170,000**

City of Deadwood, South Dakota

Refunding Certificates of Participation, Series 2015

Refunding

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2015	-	-	-	-	-
05/01/2016	-	-	98,281.25	98,281.25	-
11/01/2016	1,525,000.00	1.550%	98,281.25	1,623,281.25	1,721,562.50
05/01/2017	-	-	86,462.50	86,462.50	-
11/01/2017	1,550,000.00	1.750%	86,462.50	1,636,462.50	1,722,925.00
05/01/2018	-	-	72,900.00	72,900.00	-
11/01/2018	1,575,000.00	2.000%	72,900.00	1,647,900.00	1,720,800.00
05/01/2019	-	-	57,150.00	57,150.00	-
11/01/2019	1,610,000.00	2.400%	57,150.00	1,667,150.00	1,724,300.00
05/01/2020	-	-	37,830.00	37,830.00	-
11/01/2020	2,910,000.00	2.600%	37,830.00	2,947,830.00	2,985,660.00
<b>Total</b>	<b>\$9,170,000.00</b>	<b>-</b>	<b>\$705,247.50</b>	<b>\$9,875,247.50</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$30,340.00
Average Life	3.309 Years
Average Coupon	2.3244809%
Net Interest Cost (NIC)	2.7778428%
True Interest Cost (TIC)	2.8008286%
Bond Yield for Arbitrage Purposes	2.3197057%
All Inclusive Cost (AIC)	2.9515328%

### IRS Form 8038

Net Interest Cost	2.3244809%
Weighted Average Maturity	3.309 Years

**\$9,170,000**

City of Deadwood, South Dakota

Refunding Certificates of Participation, Series 2015

Refunding

## Sources & Uses

Dated 11/01/2015 | Delivered 11/01/2015

### Sources Of Funds

Par Amount of Bonds	\$9,170,000.00
Transfers from Prior Issue DSR Funds	1,069,500.00

<b>Total Sources</b>	<b>\$10,239,500.00</b>
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### Uses Of Funds

Deposit to Current Refunding Fund	9,140,000.00
Deposit to Debt Service Reserve Fund (DSRF)	917,000.00
Total Underwriter's Discount (1.500%)	137,550.00
Costs of Issuance	42,500.00
Net Construction Fund	2,450.00

<b>Total Uses</b>	<b>\$10,239,500.00</b>
-------------------	------------------------

**\$9,170,000**

City of Deadwood, South Dakota

Refunding Certificates of Participation, Series 2015

Refunding

## **Detail Costs Of Issuance**

Dated 11/01/2015 | Delivered 11/01/2015

### **COSTS OF ISSUANCE DETAIL**

Bond Counsel	\$20,000.00
Trustee Origination	\$2,500.00
Rating Agency Fee	\$20,000.00
<b>TOTAL</b>	<b>\$42,500.00</b>

**\$9,170,000**

City of Deadwood, South Dakota

Refunding Certificates of Participation, Series 2015

Refunding

## Current Refunding Escrow

Date	Rate	Receipts	Disbursements	Cash Balance
11/01/2015	-	9,140,000.00	9,140,000.00	-
<b>Total</b>	-	<b>\$9,140,000.00</b>	<b>\$9,140,000.00</b>	-

### Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Unrestricted
Cash Deposit	9,140,000.00
Total Cost of Investments	\$9,140,000.00
Target Cost of Investments at bond yield	\$9,140,000.00
Yield to Receipt	-
Yield for Arbitrage Purposes	2.3197057%

**\$5,965,000**

City of Deadwood, South Dakota

Certificates of Participation, Series 2005

Refunding of Series 2000 Certificates

## Debt Service To Maturity And To Call

Date	Principal	Coupon	Interest	Refunded D/S
05/01/2016	-	-	136,000.00	136,000.00
11/01/2016	760,000.00	5.000%	136,000.00	896,000.00
05/01/2017	-	-	117,000.00	117,000.00
11/01/2017	795,000.00	5.000%	117,000.00	912,000.00
05/01/2018	-	-	97,125.00	97,125.00
11/01/2018	830,000.00	5.000%	97,125.00	927,125.00
05/01/2019	-	-	76,375.00	76,375.00
11/01/2019	875,000.00	5.000%	76,375.00	951,375.00
05/01/2020	-	-	54,500.00	54,500.00
11/01/2020	2,180,000.00	5.000%	54,500.00	2,234,500.00
<b>Total</b>	<b>\$5,440,000.00</b>	<b>-</b>	<b>\$962,000.00</b>	<b>\$6,402,000.00</b>

### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/01/2015
Average Life	3.537 Years
Average Coupon	5.00000000%
Weighted Average Maturity (Par Basis)	3.537 Years

### Refunding Bond Information

Refunding Dated Date	11/01/2015
Refunding Delivery Date	11/01/2015

**\$4,730,000**

City of Deadwood, South Dakota

Certificates of Participation, Series 2006

Refunding of Series 2000 Certificates

## Debt Service To Maturity And To Call

Date	Principal	Coupon	Interest	Refunded D/S
05/01/2016	-	-	90,650.00	90,650.00
11/01/2016	665,000.00	5.000%	90,650.00	755,650.00
05/01/2017	-	-	74,025.00	74,025.00
11/01/2017	705,000.00	5.000%	74,025.00	779,025.00
05/01/2018	-	-	56,400.00	56,400.00
11/01/2018	740,000.00	4.500%	56,400.00	796,400.00
05/01/2019	-	-	39,750.00	39,750.00
11/01/2019	775,000.00	5.000%	39,750.00	814,750.00
05/01/2020	-	-	20,375.00	20,375.00
11/01/2020	815,000.00	5.000%	20,375.00	835,375.00
<b>Total</b>	<b>\$3,700,000.00</b>	<b>-</b>	<b>\$562,400.00</b>	<b>\$4,262,400.00</b>

### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/01/2015
Average Life	3.100 Years
Average Coupon	4.9032258%
Weighted Average Maturity (Par Basis)	3.100 Years

### Refunding Bond Information

Refunding Dated Date	11/01/2015
Refunding Delivery Date	11/01/2015

RESOLUTION NO. 2015-07

3/16/2015  
SD  
SE

RESOLUTION RELATING TO THE ISSUANCE OF REFUNDING  
CERTIFICATES OF PARTICIPATION; AUTHORIZING THE  
EXECUTION AND DELIVERY OF A TWELFTH AMENDMENT TO  
LEASE-PURCHASE AGREEMENT AND APPROVING AND  
AUTHORIZING EXECUTION OF RELATED DOCUMENTS

BE IT RESOLVED by the City Commission of the City of Deadwood, South Dakota (the City), as follows:

Section 1. RECITALS.

1.01. The City is authorized by South Dakota Codified Laws, Section 9-12-1 and Sections 9-40-34 through 9-40-40, inclusive, as amended (the Act), to enter into lease-purchase agreements for acquisition of real or personal property that the governing body considers necessary or appropriate to carry out its governmental and proprietary functions.

1.02. The First National Bank in Sioux Falls, in Sioux Falls, South Dakota (the Trustee) has previously acquired from the City certain interests in real property (the Land) pursuant to a Ground Lease and Easement Agreement, dated as of November 1, 1990 (the Original Ground Lease), as amended by the First Amendment to Ground Lease and Easement Agreement, dated as of October 1, 1991 (the First Amendment to Ground Lease), the Second Amendment to Ground Lease and Easement Agreement, dated as of December 15, 1994 (the Second Amendment to Ground Lease), the Third Amendment to Ground Lease and Easement Agreement, dated as of December 1, 1999 (the Third Amendment to Ground Lease), and the Fourth Amendment to Ground Lease and Easement Agreement, dated as of April 13, 2007 (the Fourth Amendment to Ground Lease).

1.03. The City has previously entered into a Lease-Purchase Agreement, dated as of November 1, 1990 (the Original Lease), as amended by a First Amendment to Lease-Purchase Agreement, dated as of October 1, 1991 (the First Amendment), a Second Amendment to Lease-Purchase Agreement, dated as of January 1, 1992 (the Second Amendment), a Third Amendment to Lease-Purchase Agreement, dated as of December 15, 1994 (the Third Amendment), a Fourth Amendment to Lease-Purchase Agreement, dated as of December 1, 1997 (the Fourth Amendment), a Fifth Amendment to Lease-Purchase Agreement, dated as of November 15, 1998 (the Fifth Amendment), a Sixth Amendment to Lease-Purchase Agreement, dated as of December 1, 1999 (the Sixth Amendment), a Seventh Amendment to Lease-Purchase Agreement, dated as of December 1, 2003 (the Seventh Amendment), an Eighth Amendment to Lease-Purchase Agreement, dated as of December 15, 2005 (the Eighth Amendment), a Ninth Amendment to Lease-Purchase Agreement, dated as of April 13, 2007 (the Ninth Amendment), a Tenth Amendment to Lease-Purchase Agreement, dated as of October 1, 2009 (the Tenth Amendment) and an Eleventh Amendment to Lease-Purchase Agreement, dated as of January 1, 2012 (the Eleventh Amendment) with the Trustee, pursuant to which the Trustee has caused the Facilities to be acquired and constructed and is leasing and has agreed to sell the Facilities to the City.

1.04. The City has previously joined in, with the Trustee, a Declaration of Trust, dated as of November 1, 1990 (the Original Trust Agreement), as amended by a First Supplemental Declaration of Trust, dated as of October 1, 1991 (the First Supplement), a Second Supplemental Declaration of Trust, dated as of January 1, 1992 (the Second Supplement), a Third Supplemental Declaration of Trust, dated as of December 15, 1994 (the Third Supplement), a Fourth Supplemental Declaration of Trust, dated as of May 4, 1995 (the Fourth Supplement), a Fifth Supplemental Declaration of Trust, dated as of December 1, 1997 (the Fifth Supplement), a Sixth Supplemental Declaration of Trust, dated as of November 15, 1998 (the Sixth Supplement), a Seventh Supplemental Declaration of Trust, dated as of December 1, 1999 (the Seventh Supplement), an Eighth Supplemental Declaration of Trust, dated as of December 1, 2003 (the Eighth Supplement), a Ninth Supplemental Declaration of Trust, dated as of December 15, 2005 (the Ninth Supplement), a Tenth Supplemental Declaration of Trust, dated as of October 1, 2009 (the Tenth Supplement) and an Eleventh Supplemental Declaration of Trust, dated as of January 1, 2012 (the Eleventh Supplement).

1.05. The Trustee has executed and delivered Certificates of Participation in a Lease-Purchase Agreement (Sewer, Water and Public Building Projects), Series 1990A and Series 1990B, dated as of November 1, 1990, pursuant to the Original Trust Agreement (collectively, the Series 1990 Certificates); Certificates of Participation in a Lease-Purchase Agreement (Sewer, Water and Improvement Projects), Series 1991, dated as of October 1, 1991, pursuant to the First Supplement (the Series 1991 Certificates); Refunding Certificates of Participation in a Lease-Purchase Agreement (Sewer, Water and Improvement Projects), Series 1992, dated as of January 1, 1992, pursuant to the Second Supplement (the Series 1992 Certificates); Certificates of Participation in a Lease-Purchase Agreement (Sewer, Water and Improvement Projects), Series 1994A and Series 1994B (collectively, the Series 1994 Certificates), dated as of December 30, 1994, pursuant to the Third Supplement; has remarketed the Series 1994B Certificates, on May 4, 1995, pursuant to the Fourth Supplement; Certificates of Participation, Series 1997, dated as of December 1, 1997, pursuant to the Fifth Supplement (the Series 1997 Certificates), Certificates of Participation, Series 1998, dated as of November 15, 1998, pursuant to the Sixth Supplement (the Series 1998 Certificates), Certificates of Participation, Series 1999, dated as of December 1, 1999 (the Series 1999 Certificates), and Certificates of Participation, Series 2000, dated as of January 1, 2000 (the Series 2000 Certificates) pursuant to the Seventh Supplement, Certificates of Participation, Series 2003, dated as of December 1, 2003 (the Series 2003 Certificates), and Certificates of Participation, Series 2004, dated as of January 1, 2004 (the Series 2004 Certificates) pursuant to the Eighth Supplement, Certificates of Participation, Series 2005, dated as of December 15, 2005 (the Series 2005 Certificates), Certificates of Participation, Series 2006, dated as of January 1, 2006 (the Series 2006 Certificates), pursuant to the Ninth Supplement, Refunding Certificates of Participation, Series 2009, dated as of October 1, 2009 (the Series 2009 Certificates), pursuant to the Tenth Supplement and Refunding Certificates of Participation, Series 2012, dated as of January 1, 2012 (the Series 2012 Certificates). The Series 1990 Certificates, the Series 1991 Certificates, the Series 1992 Certificates, the Series 1994 Certificates, the Series 1997 Certificates, the Series 1998 Certificates, the Series 1999 Certificates, the Series 2000 Certificates, Series 2003 Certificates and the Series 2004 Certificates have been refunded or have matured and are no longer Outstanding under the Original Trust Agreement.

1.06. The City Commission hereby finds it necessary and appropriate to refund in advance of maturity all or a portion of (i) the Series 2005 Certificates, outstanding in the aggregate principal amount of \$5,440,000, and (ii) the Series 2006 Certificates, outstanding in the aggregate principal amount of \$3,700,000 (collectively, the Refunded Certificates), on November 1, 2015 (the Redemption Date), in a current refunding (the Refunding).

1.07. To accomplish the Refunding, the City and the Trustee will enter into an Twelfth Amendment to Lease-Purchase Agreement (the Twelfth Amendment).

1.08. The Trustee will execute and deliver an Twelfth Supplemental Declaration of Trust (the Twelfth Supplement), pursuant to which the Trustee will (i) issue Refunding Certificates of Participation, Series 2015 (the Series 2015 Certificates) in the Lease Payments to be made by the City under the Lease, (ii) receive, hold and invest the proceeds of the Series 2015 Certificates, and (iii) pay Costs of Issuance (as defined in the Lease). The Series 2015 Certificates will be purchased by Dougherty & Company LLC (the Underwriter). The Trustee will assign its interest in the Ground Lease and the Twelfth Amendment to the trust created for the benefit of the owners of the Series 2015 Certificates and all other Certificates issued and Outstanding under the Trust Agreement, pursuant to the Twelfth Supplement.

1.09. Forms of the following documents relating to the Refunding will be prepared and submitted to the City and, when received, are hereby directed to be filed with the Finance Officer:

(a) the Twelfth Amendment, proposed to be made and entered into between the City and the Trustee;

(b) the Twelfth Supplement, proposed to be executed and delivered by the Trustee and joined in by the City;

(c) an Official Statement to be prepared by the Underwriter: and

(d) a Certificate Purchase Agreement, proposed to be made and entered into between the City and the Underwriter.

1.10. The Original Ground Lease, as amended by the First through Fourth Amendments to Ground Lease, is referred to herein as the "Ground Lease." The Original Lease, as amended by the First through Twelfth Amendments, is referred to herein as the "Lease." The Original Trust Agreement, as amended by the First through Twelfth Supplements, is referred to herein as the "Trust Agreement."

Section 2. FINDINGS. On the basis of information given the City to date, it is hereby found, determined and declared that:

(a) the Refunding is found to be favorable to the City and is hereby approved; and

(b) it is desirable and in the best interest of the City to enter into the Twelfth Amendment, the Certificate Purchase Agreement and to join in the Twelfth Supplement.

### Section 3. AUTHORIZATION.

3.01. The Series 2015 Certificates shall be sold to the Underwriter in an aggregate principal amount not to exceed the sum of (i) the amount necessary to accomplish the Refunding, plus (ii) costs of issuance (including underwriters' discount not exceeding 1.5% of par), (iii) bond insurance premium, if any, and (iv) any allowance for original issue discount not to exceed 2.00% of par. The Series 2015 Certificates shall bear interest at a rate or rates per annum resulting in an average interest rate yield not greater than 3.90% per annum and shall mature over a period not to exceed six years. The Mayor and Finance Officer are hereby authorized and directed to agree with the Underwriter upon the exact purchase price, principal amount, maturities, redemption provisions and interest rates for the Series 2015 Certificates, within the parameters set forth in this subsection. The execution by the Mayor and Finance Officer of a Certificate Purchase Agreement setting forth such final terms is hereby approved and authorized and such execution shall be conclusive evidence of such agreement and shall be binding upon the City and the provisions of the Certificate Purchase Agreement as so executed, including all Exhibits and Appendices thereto, are incorporated herein by reference. The law firm of Dorsey & Whitney LLP, in Minneapolis, Minnesota, is hereby appointed as bond counsel and disclosure counsel for the Series 2015 Certificates.

3.02. The Mayor, Finance Officer and City Attorney are hereby authorized and directed to execute and deliver the Certificate Purchase Agreement and all documents required thereunder, the Official Statement, the Series 2015 Certificates and any other documents required to complete the financing contemplated hereby. Execution and delivery of such documents by the Mayor, Finance Officer and City Attorney shall constitute evidence that such items are consistent with the terms of this resolution and have been duly authorized, executed and delivered by the City and are enforceable against the City in accordance with their terms, subject to customary exceptions relating to bankruptcy, reorganization, insolvency and other laws affecting creditors' rights. The Mayor, Finance Officer and City Attorney are further authorized to take such other actions as may be required to effectuate the terms and intent of this resolution. In the event of the absence or disability of the Mayor, Finance Officer and City Attorney, the acting Mayor, assistant Finance Officer or acting City Attorney are hereby authorized to act in their place and stead and to take all actions and execute all documents approved hereby.

3.03. The Mayor, Finance Officer and City Attorney, are authorized, in cooperation with the Underwriter, to prepare an Official Statement to be distributed to prospective purchasers of the Series 2015 Certificates. The Mayor, Finance Officer and City Attorney are hereby authorized and directed to approve, and, if requested, to execute the final Official Statement.

### Section 4. PAYMENT OF LEASE PAYMENTS; PLEDGED REVENUES.

4.01. The City will pay to the Trustee promptly when due, all of the Lease Payments (as defined in the Lease) and other amounts required by the Lease. To provide moneys to make such payments, the City will include in its annual budget, for each fiscal year during the term of the Lease, moneys sufficient to pay and for the purpose of paying all Lease Payments and other amounts payable under the Lease, and will take all other actions necessary to provide moneys for the payment of the obligations of the City under the Lease from sources of the City lawfully

available for this purpose. The agreement of the City in this Section is subject to the provisions of Section 4.6 of the Original Lease.

4.02. The City intends to pay the Lease Payments primarily from the revenues received from gaming activities in the City, which have been irrevocably appropriated to the City's Historic Renovation and Preservation Fund. As additional security for the Lease Payments, the City hereby irrevocably pledges and assigns to the Trustee, for the benefit of the holders of the Series 2015 Certificates, so long as the Lease is in effect, from amounts received by the City pursuant to Article III, Section 25 of the Constitution of the State of South Dakota and Sections 42-7B-48 and 42-7B-48.1, South Dakota Codified Laws, (such amounts are herein referred to as the Pledged Revenues), an amount in each calendar year equal to the total amount of the Lease Payments due in such calendar year. The obligations of the City under this Section shall continue for each calendar year for which the Lease is in effect, but shall be subject to the provisions for termination set forth in the Lease.

#### Section 5. TAX AND ARBITRAGE MATTERS.

5.01. Covenant. The City covenants and agrees with the owners from time to time of the Certificates, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest component of the Lease Payment to become subject to taxation under the Internal Revenue Code of 1986, as amended (the Code) and any regulations issued thereunder (the Treasury Regulations), in effect at the time of such action, and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to insure that the interest component of the Lease Payment will not become subject to taxation under the Code and the Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Certificates. The City represents and covenants that the City is the owner of the Facilities and uses them for its municipal functions. So long as the Certificates are outstanding, the City will not enter into any lease, use agreement or other contract or agreement respecting the Facilities which would cause the Certificates to be considered "private activity bonds" or "private loan bonds" pursuant to the provisions of Section 141 of the Code.

5.02. Arbitrage Certification. The Mayor and Finance Officer being the officers of the City charged with the responsibility for issuing the Certificates pursuant to this resolution, are authorized and directed to execute and deliver to the Underwriter a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Treasury Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Certificates which make it reasonable to expect that the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be arbitrage bonds within the meaning of the Code and Treasury Regulations.

5.03. Arbitrage Rebate. The City acknowledges that the arbitrage rebate requirements of Section 148(f)(4)(D) of the Code are applicable to the Certificates, the City hereby covenants and agrees to make computations, retain records and pay amounts to the United States at the times and in the manner required by said Section 148(f)(4)(D) of the Code, and as set forth in the tax compliance agreement or similar document executed in connection with the delivery of the Certificates to the Underwriter.

5.04. Qualified Tax-Exempt Obligations. The Commission may designate the Series 2015 Certificates as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, , and will make any such designation in the Twelfth Supplement and form of 2015 Certificate.

Section 6. CONTINUING DISCLOSURE. The City acknowledges that Series 2015 Certificates are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (as in effect and interpreted from time to time, the Rule). The Rule governs the obligations of certain underwriters to require that issuers of municipal obligations enter into agreements for the benefit of the holders of the obligations to provide continuing disclosure with respect to the obligations. To provide for the public availability of certain information relating to the Series 2015 Certificates and the security therefor and to permit participating underwriters in the primary offering of the Series 2015 Certificates to comply with the Rule, which will enhance the marketability of the Series 2015 Certificates, the Mayor and Finance Officer are hereby authorized and directed to enter in to a Continuing Disclosure Agreement with the Trustee (the Disclosure Agreement), under which the City agrees to provide such information, to the Trustee as disclosure agent. The City hereby covenants and agrees to observe and perform the covenants and agreements contained in the Disclosure Agreement, unless amended or terminated in accordance with the provisions thereof, for the benefit of the registered owners or beneficial owners from time to time of the outstanding Series 2015 Certificates as provided in the Disclosure Agreement.

Section 7. AMENDMENT. This Resolution may be amended in order to clarify or modify the terms of or security for the Series 2015 Certificates, prior to the delivery thereof to the Underwriter, by administrative resolution adopted by the City Commission.

---

Mayor

ATTEST:

---

Finance Officer

Adopted: \_\_\_\_\_, 2015.  
Published: \_\_\_\_\_, 2015.  
Effective Date: \_\_\_\_\_, 2015.

# DOUGHERTY & COMPANY LLC

## City of Deadwood, South Dakota

### Refund Series 2005 & Series 2006 Certificates

#### Preliminary Financing Timeline

March							April							May						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14				5	6	7	8	9	10	11			3	4
15	16	17	18	19	20	21				12	13	14	15	16	17	18			10	11
22	23	24	25	26	27	28				19	20	21	22	23	24	25			17	18
29	30	31								26	27	28	29	30					24	25
																			31	31

June							July							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13				5	6	7	8	9	10	11			2	3
14	15	16	17	18	19	20				12	13	14	15	16	17	18			9	10
21	22	23	24	25	26	27				19	20	21	22	23	24	25			16	17
28	29	30								26	27	28	29	30	31				23	24
																			30	31

Day/Date	Financing Event	Responsibility
Mon. March 9	Start Draft of Resolution	Bond Counsel / Dougherty / City
Mon. April 6	Resolution, action by City Commission	City / Dougherty
Tue. April 7	Start work on the Preliminary Official Statement	Dougherty / City / Bond Counsel
Tue. April 21	Send Rating's packet out	Dougherty
Tue. April 28	Ratings call	City / Dougherty / Rating Agency
Wed, May 6	Rating with rationale for distribution	Standard & Poor's
Tue. May 19	Publish Preliminary Official Statement / Sales Memo	Dougherty
Tue. June 2	Sell Certificates / lock interest rates	Dougherty
Tue, June 9	Draft of Final Documents	Bond Counsel
Tue. August 4	Closing (funds in-hand)	All parties

# DOUGHERTY & COMPANY LLC

March 10, 2015

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

RE: Refunding Certificates of Participation, Series 2015

Dear Mary Jo:

We are writing this letter to you in connection with Dougherty & Company LLC's (the "Underwriter") obligations under the rules of the Municipal Securities Rulemaking Board (the "MSRB") and the Securities Exchange Commission (the "SEC") to disclose to the City of Deadwood, SD (the "Issuer") information concerning our role and other related matters relating to our underwriting of the above-referenced bonds (the "Bond Issue") and relating to risks to which the Issuer may be exposed by entering into the Bond Issue.

## ***Our Role as Underwriter***

In serving as Underwriter for the Bond Issue, these are some important disclosures that clarify our role and responsibilities:

- (1) Rule G-17 of the MSRB requires us to deal fairly at all times with issuers, borrowers and investors of municipal bonds;
- (2) our primary role in this financing transaction will be to purchase the Bond Issue with a view to distribution in an arm's-length commercial transaction with the Issuer and we have financial and other interests that differ from the Issuer's interests;
- (3) we are not serving as a "Municipal Advisor" as defined by the SEC with respect to the Issuer and we do not have a fiduciary duty to the Issuer under the federal securities laws and we are, therefore, not required by federal law to act in the Issuer's best interests;
- (4) we have a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with our duty to sell the Bond Issue to investors at prices that are fair and reasonable;

City of Deadwood, SD

March 10, 2015

Page 2

(5) we will review the official statement for the Bond Issue in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction;

(6) as of the date of this letter, we are relying on the "Underwriter Exemption" included in the SEC's Municipal Advisor rule to meet the objectives of the Issuer under this engagement and as such may provide advice and information in a non-fiduciary capacity relating to structure, timing, terms, and other similar matters of the Bond Issue such as rating agency presentations, investor discussions, advice regarding marketing without being considered a "Municipal Advisor"; and

(7) the "Underwriter Exemption" is being applied to the Bond Issue because the Issuer has engaged us to serve as underwriter with respect to the particular Bond Issue.

#### ***Our Compensation***

Our compensation for serving as the Underwriter for the Bond Issue will be contingent on the closing of the transaction and at least a portion of that compensation will be based on the size of the Bond Issue. The rules of the MSRB require us to inform the Issuer that compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause us to recommend a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

#### ***The Bond Issue Presents Risks to the Issuer***

As with any Bond Issue, the Issuer's obligation to pay principal and interest will be a contractual obligation that will require the Issuer to make these payments no matter what budget constraints are encountered. Furthermore, to the extent that the Issuer agrees in the Bond Issue to rate covenants, days cash on hand, additional bond/debt tests or other financial covenants, these may constrain the Issuer's ability to operate and to issue additional debt and, if the Issuer does not comply with these covenants, they can result in a default under the Bond Issue. Depending on the terms of the Bond Issue, if the Issuer fails to make a payment of principal or interest or otherwise fails to comply with the financial and other covenants relating to the Bond Issue, the bondholders or trustee may have the right to accelerate all of the payment of principal on the Bond Issue, which means that the Issuer may be required to pay all of the principal of the Bond Issue at that time.

The Bond Issue is structured as an issue of tax-exempt bonds/obligations. This requires that the Issuer comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how to use and invest the proceeds of the Bond Issue, how the use of any facilities are constructed or improved with proceeds of the Bond Issue and other restrictions throughout the term of the Bond Issue. These requirements and restrictions may constrain how the Issuer

City of Deadwood, SD

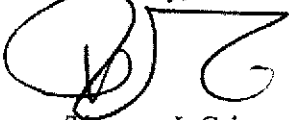
March 10, 2015

Page 3

operates the financed facilities. Further, violation of these requirements and restrictions can result in the Bond Issue to become taxable and may cause the Issuer to become liable to the IRS and to the owners of the Bond Issue. In addition, in the event of an audit of the Bond Issue by the IRS, obtaining an independent review of IRS positions with which the Issuer legitimately disagrees is difficult and may not be practicable.

We hope that this information has provided clarity about our role as Underwriter, our compensation and some of the risks that the Issuer may be exposed to in connection with the Bond Issue. If you have any questions or comments about anything in this letter, please contact us at 605-339-9800.

Sincerely,



Thomas J. Grimmond  
DOUGHERTY & COMPANY LLC

**RECEIPT ACKNOWLEDGED BY THE CITY OF DEADWOOD, SOUTH DAKOTA**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# DOUGHERTY & COMPANY LLC

March 10, 2015

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

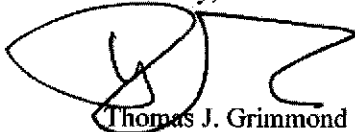
Dear Mary Jo:

The City of Deadwood, SD (the "City") is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission (effective July 1, 2014) and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter for a particular issuance of municipal securities.

The City wishes to engage Dougherty & Company LLC as the underwriter for the Refunding Certificates of Participation, Series 2015 (the "Certificates") that the City currently anticipates issuing. As an underwriter, Dougherty & Company LLC may provide advice to the City on the structure, timing, terms, and other similar matters concerning the Certificates.

It is the City's present intention that Dougherty & Company LLC underwrite the Certificates, subject to satisfaction of applicable procurement laws, formal approval by the City, finalizing the structure of the Certificates and the execution of a mutually agreed upon bond purchase agreement. While the City presently engages Dougherty & Company LLC as the underwriter for the Certificates, this engagement letter is preliminary in nature. It is nonbinding and may be terminated by either the City or Dougherty & Company LLC. Furthermore, this engagement letter does not restrict the City from entering into the proposed or any other municipal securities transaction with any other underwriters or selecting an underwriting syndicate that does not include Dougherty & Company LLC.

Sincerely,



Thomas J. Grimmond  
DOUGHERTY & COMPANY LLC

## **RECEIPT ACKNOWLEDGED BY THE CITY OF DEADWOOD, SD**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

3/16/15  
6E

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND**  
**DENNIS FORGEY CONSTRUCTION, LLC**

This Agreement, dated this \_\_\_\_ day of \_\_\_\_\_, 2015, 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 DENNIS 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 for the repair of a gabion wall in Deadwood in the total amount of Eighteen Thousand Eight Hundred Sixty-two and No/100ths Dollars (\$18,862.00); and

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which FORGEY shall provide the 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 two rows of a failing gabion wall and replace it with new gabion baskets & gabion rock using deadmen anchors as required;
3. FORGEY shall cover and compact excavated area as required.
4. FORGEY shall furnish gabion rock and baskets and tie back equipment;
5. FORGEY shall haul away waste materials.
6. FORGEY shall provide all signage and/or other markers to prevent injuries to persons or property near the work area;
7. CITY shall close the area or street during the period of construction;

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. 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;
12. 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;
13. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to FORGEY;
14. CITY shall pay FORGEY a sum not to exceed Eighteen Thousand Eight Hundred Sixty-two and No/100ths Dollars (\$18,862.00), upon completion of work; and
15. FORGEY shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

*[signatures and acknowledgements on following page]*

CITY OF DEADWOOD

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

ATTEST:

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

DENNIS FORGEY CONSTRUCTION, LLC

By \_\_\_\_\_  
Dennis Forgey, Member

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 they 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: \_\_\_\_\_

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

# DEADWOOD

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

3/16/2015  
KH  
KEVIN KUCHENBECKER  
Historic Preservation Officer  
Telephone: (605) 578-2082  
Fax: (605) 578-2084  
[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

## MEMORANDUM

---

**Date:** March 12, 2015  
**To:** Deadwood City Commission  
**From:** Deadwood Historic Preservation Commission  
**Re:** Bronze Plaque - DHPC Funding of Outside of Deadwood Grants

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The Deadwood Historic Preservation Commission awards several Outside of Deadwood grants throughout the year. Within the awarded grant agreements it is required the grantee list the Deadwood Historic Preservation Commission as a funding supporter in any printed material and publicity releases.

Due to a recent suggestion by the mayor and a commissioner, in addition to the Deadwood Historic Preservation Commission presenting the grantee with a large mock check in the amount awarded, the Historic Preservation Office would like to provide a bronze plaque to be presented and displayed on the completed project. The Plaque would read "*Funding for this project provided by the Deadwood Historic Preservation Commission and the City of Deadwood*".

The plaques can be obtained from Franklin Bronze Plaques which provides a high quality product and would give a quantity pricing of \$104.03/plaque to cover projects funded in the past couple years. See photo samples along with the attached quote.

The Deadwood Historic Preservation Commission is recommending to the City Commission approval to spend \$6,241.80 for 60 bronze plaques. This expenditure would come from the appropriate Advocacy and Public Education line item in the 2015 Historic Preservation budget.

**Franklin Bronze Plaques**4201 US 322 West  
Franklin PA 16323**Quote/Order Acknowledgement**

Date	Job No.
2/24/2015	20085

Vendor No.

Billing Address

City of Deadwood  
Department of Planning & Preservation  
108 Sherman Street  
Deadwood SD 57732

Ship To

City of Deadwood  
Department of Planning & Preservation  
108 Sherman Street  
Deadwood, SD 57732

Contact Person	E-mail Address			Phone No.	
Kevin Kuchenbecker	kevin@cityofdeadwood.com			605-578-2082	
P.O. No.	Prev. Job #	Terms	Must Have	Ship Date	
QUOTE		Credit Card			
Description	Qty	Background C...	Mount	Amount	Total
12" x 6" Custom Bronze Plaque - PROTOTYPE  QUANTITY PRICING: 2 - 10 pieces - \$153.30 each 11 - 24 pieces - \$107.31 each 25 - 99 pieces - \$104.03 each 100 pieces or more - \$100.74 each  *Deadwood Historic Preservation Commission NOTE: Standard shipping included at no additional charge (minimum \$200 order)  Standard production is approximately 4 - 6 weeks after final layout approval, plus time in transit for UPS, on orders up to 10 pieces; higher quantity orders require longer lead times	1	Dark Oxide	Woodscrews	219.00	219.00

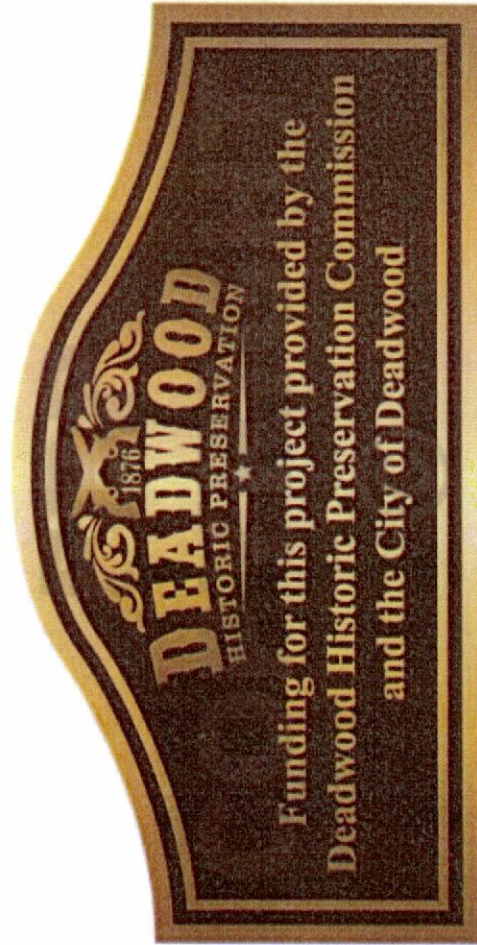
Please sign and date here: \_\_\_\_\_

**Please review pricing/art carefully and return with your approval signature or corrections. Customer is responsible for any errors that were approved. Due to the volatility of the copper market, estimates are valid for 30 days and are subject to requote after that time period.**

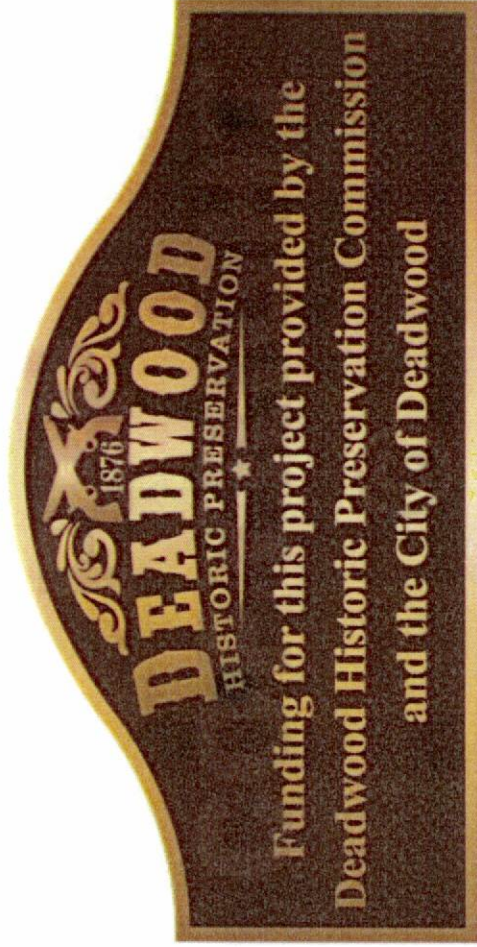
<b>Subtotal</b>	\$219.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$219.00

Phone #	Fax #	E-mail	Web Site
814-346-7205	814-346-7047	audrey@franklinbronzeplaques.com	www.franklinbronzeplaques.com

Option A



Option B



20085 12x6 Bronze Background Color: Dark Oxide Mounting: Woodscrews 02/25/15

		All artwork remains the EXCLUSIVE property of FRANKLIN BRONZE PLACQUES (FBP) and its affiliates. Any use of this material without written permission is EXPRESSLY FORBIDDEN. Images and designs are not to be reproduced without written permission.	
FRANKLIN BRONZE PLACQUES 1000 S. 10th St., Suite 100 Rapid City, SD 57701 Phone: 605.342.5522 Email: info@franklinbronze.com		Order # 020915 Designer Name Revision # 0	

# Franklin Bronze Plaques

4201 US 322 West Franklin, PA 16323

Phone: 814-346-7205

Toll Free: 866-405-6623

Fax: 814-346-7047

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

## Bronze National Register Plaques

### STANDARD

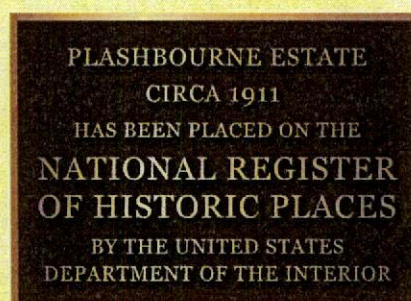


7" x 5" = \$66.00  
10" x 7" = \$88.00  
11" x 8" = \$113.00  
15" x 12" = \$301.00

#### SHIPPING COST:

7" x 5" = \$20.00  
10" x 7" = \$30.00  
11" x 8" = \$30.00  
15" x 12" = \$40.00

### PERSONALIZED



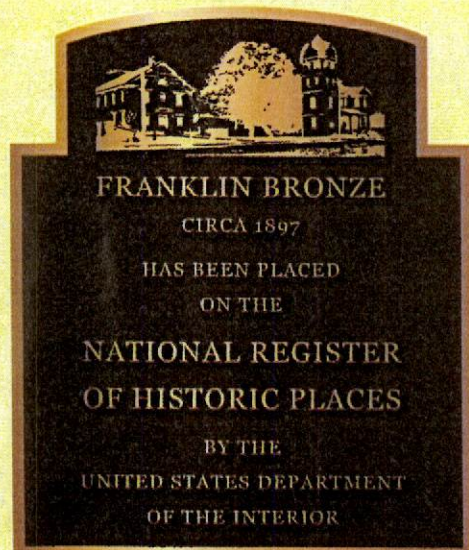
7" x 5" = \$116.00  
10" x 7" = \$161.00  
11" x 8" = \$197.00  
15" x 12" = \$359.00

#### SHIPPING COST:

7" x 5" = \$20.00  
10" x 7" = \$30.00  
11" x 8" = \$30.00  
15" x 12" = \$40.00

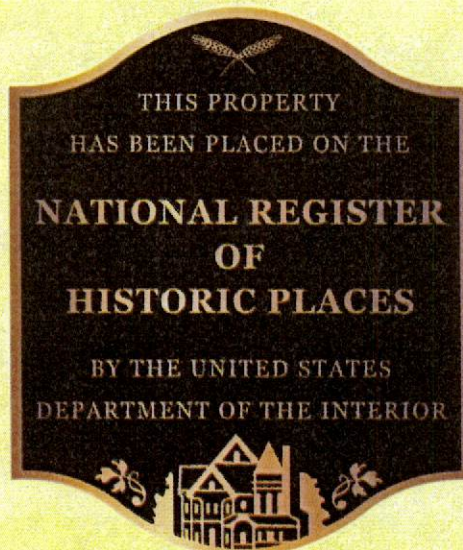
## CUSTOM Bronze National Register Plaques

### CUSTOM A



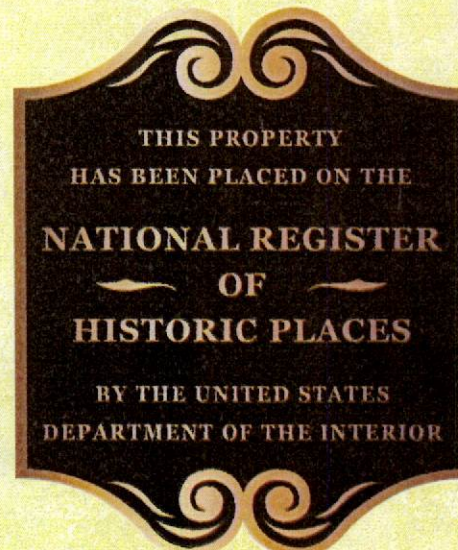
PERSONALIZED CUSTOM: WITH UP TO 3 LINES CUSTOM TEXT

### CUSTOM B



STANDARD CUSTOM: AS SHOWN

### CUSTOM C



STANDARD CUSTOM: AS SHOWN

**CUSTOM GRAPHIC FEE: \$120.00**  
CUSTOMER'S BUILDING CAN BE SUBSTITUTED  
FOR TOP GRAPHIC ON CUSTOM A OR  
BOTTOM GRAPHIC ON CUSTOM B  
**AVAILABLE ON PERSONALIZED ONLY**

#### STANDARD PRICES AND SIZES

10" x 12" = \$220.00  
12" x 15" = \$328.00  
15" x 18" = \$490.00

#### SHIPPING COST:

10" x 12" = \$30.00  
12" x 15" = \$40.00  
15" x 18" = \$50.00

#### PERSONALIZED PRICES CUSTOM SIZES AVAILABLE AT ADDITIONAL COST

10" x 12" = \$258.00  
12" x 15" = \$386.00  
15" x 18" = \$579.00

#### SHIPPING COST:

10" x 12" = \$30.00  
12" x 15" = \$40.00  
15" x 18" = \$50.00

3-16-15  
6I



GRADE AGREEMENT

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between Black Hills Power, hereinafter called the Utility, and \_\_\_\_\_, hereinafter  
called the Developer, witnesseth:

The Utility will locate its equipment, and facilities in areas requested and designated by the  
Developer on the land being developed by Developer as shown on the Map or Plat of  
Days of '76 Rodeo Grounds  
which Map or Plat is hereby attached to and made a part of this Agreement. The Developer  
shall furnish to the Utility the final elevations and grades, which final elevations and grades  
shall be accurate to  $\pm 6$  inches (final elevations and grades, are interpreted to mean, all work  
necessary prior to acceptance by homeowner). In addition, the Developer shall advise the  
Utility prior to commencing any excavations or grades after Utility facilities have been  
constructed, Developer will pay at its sole expense all costs of raising, lowering, relocating,  
or otherwise rearranging, repairing, or changing such facilities when in the opinion of the  
Utility such work is necessary to provide required clearances, stability and protection of  
structures or underground facilities in accordance with the applicable building or construction  
codes, and policies of the Utility. In the event that the Developer  
or any independent contractor of the Developer has not complied with the terms and  
conditions of this Agreement, and if damage to any existing Utility facilities occurs, the  
Developer shall pay all damages and loss suffered by the Utility in repairing, relocating, or  
replacing such facilities, including a reasonable attorney's fee.

The Developer will establish a sufficient number of lot corners when requested by Utility in  
order that the Utility facilities may be placed in its proper location with respect to easement,  
street, or alley lines, and other utilities.

In witness whereof the aforesaid parties have hereunto by their authorized representatives set  
their hands and seals on the day and year first above written.

Witness or Attest:

\_\_\_\_\_

Black Hills Power

By: Brenda Ann C

Developer:

by \_\_\_\_\_

Prepared by: Brad Krush  
Black Hills Power, Inc.  
1251 Otter Rd.  
Sturgis, SD 57785  
(605) 721-3200

WR#546655

### ELECTRIC EASEMENT-UNDERGROUND

This EASEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between City of Deadwood, "GRANTOR", and Black Hills Power Inc., "GRANTEE".

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electrical power system consisting of buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and associated equipment, , together with the power to extend to any communications company the right to use any trench placed pursuant to the provisions hereof, upon, and across that certain piece of real estate hereinafter described, together with the right to cut, trim, remove or control by other means from said right-of-way any brush, trees, stumps, roots or other vegetation where necessary to secure a clearance from the conductors of at least 5 feet on either side of the power line. This easement shall run with the land. This easement shall run with the land. The centerline of the power line as constructed is the centerline of the easement.

The real estate above referred to is specifically described and/or depicted as follows:

**SEE EXHIBIT "A"**

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety, operation or maintenance of said lines, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first written above.

\_\_\_\_\_  
Grantor

ACKNOWLEDGEMENT INDIVIDUAL

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ : SS.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_ and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal at \_\_\_\_\_, in said county and state, the date aforesaid.

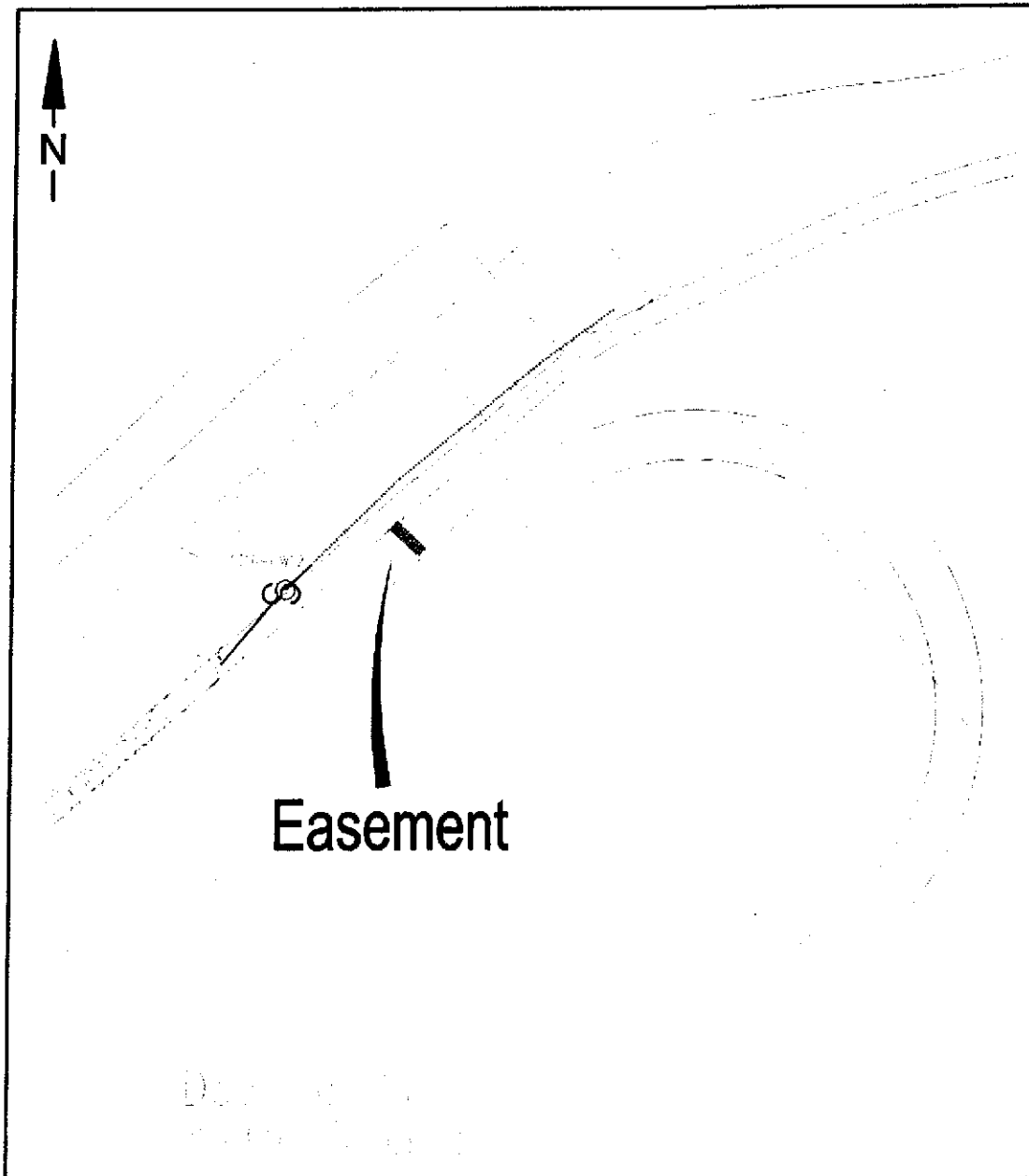
\_\_\_\_\_  
Notary Public

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

(SEAL)

## EXHIBIT "A"

The real estate referred to is specifically described as follows:  
Parts of Mining Claims 308, 335 and 242. As described on "Register of Deeds"  
Document #182498.



NOTE: The centerline of the powerline as constructed is the centerline of the easement.

## EXHIBIT "A"

The real estate referred to is specifically described as follows:

Parts of Mining Claims 308, 335 and 242, more particularly described as follows:

Beginning at the Southwest corner, which is corner No. 1, of M.C. 308, thence North fifty-three degrees forty-seven minutes fifty-one seconds East (N 53°47'51"E) three hundred seven and three tenths (307.3) feet to Corner No. 2, said M.C. 308, thence North fifty-three degrees fifty-five minutes forty-six seconds East (N53°55'46"E,) four hundred two and six tenths (402.6) feet to Corner No. 6 of said M. C. 335, which point is also Corner No. 1 of M.C. 242; thence North thirty-one degrees six minutes twenty seconds East (N31°6'20"E) four hundred forty-seven (447.0) feet to Corner No. 4 of said M.C. 242; thence North thirty-six degrees fifty-five minutes thirteen seconds West (N36°55'13"W) seven hundred ten (710) feet, more or less, to the south line of the right of way of the CN&W Ry.Co.; thence southwest along said southerly right of way line, which is approximately along the north-westerly bank of Whitewood Creek, across M.C.242, M.C.335 and M.C.308, to the westerly line of said M.C..308; thence South thirty-eight degrees six minutes nine seconds West (S38°6'9"E) seven hundred eighty (780) feet, more or less, to corner No. 1 of said M.C.308, which is the place of beginning; excepting therefrom a strip of ground forty (40) feet wide and about eleven hundred thirty (1130) feet long, known as Dunlop Avenue, extending across M.C.'s 308, 335 and 242, more particularly described as follows:

Beginning at a point in the southwesterly side of M.C. 308, the true bearing of which is North thirty-eight degrees six minutes nine seconds West (N38°6'9"W) two hundred thirty-eight (238) feet from corner No. 1, measured along said southwesterly line, thence in a northeasterly direction eleven-hundred thirty (1130) feet, more or less, to the northeasterly line of M.C. 242, at a point ninety (90) feet North thirty six degrees fifty-five minutes thirteen seconds West (N36°55'13"W) from Corner No. 4, said M. C. 242; thence North thirty-six degrees fifty-five minutes thirteen seconds West (N36°55'13"W) forty (40) feet, thence southwesterly eleven hundred thirty (1130) feet, more or less, and parallel to first, course above described, to the southwesterly line of M.C. 308, thence South thirty-eight degrees six minutes nine seconds East (S38°6'9"E) forty (43) feet to place of beginning, containing 45200 square feet.

The net area to be conveyed by this deed being 20.14 acres, more or less.

NOTE: The centerline of the powerline as constructed is the centerline of the easement.

## LAWRENCE COUNTY, SOUTH DAKOTA

# 182498

QUIT CLAIM DEED

QUIT CLAIM DEED  
CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY

TO

CITY OF DEADWOOD

Filed for record this  
14th day of Oct. 1936

at 3:55 o'clock P. M.

Helena A. Walther

Register of Deeds.

THIS DEED, Made this 8th day of May, A.D. 1935, from the  
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, a corporation,  
party of the first part, to CITY OF DEADWOOD, a municipal  
corporation of the State of South Dakota, party of the second  
part:WITNESSETH: That the said party of the first part, for  
and in consideration of the sum of Two thousand fourteen Dollars  
(\$2014.00) in hand paid, the receipt of which is hereby attested  
and acknowledged, doth hereby SELL, GRANT, RELEASE, QUIT CLAIMand CONVEY unto the party of the second part, all right, title and interest in and to the  
following described real estate situated in Lawrence County, South Dakota, to-wit:

(Parts of Mining Claims 308, 335 and 242, more particularly described as follows:

Beginning at the Southwest corner, which is corner No. 1, of M.C. 308, thence North  
fifty-three degrees forty-seven minutes fifty-one seconds East (N 53°47'51"E) three hundred  
seven and three tenths (307.3) feet to Corner No. 2, said M.C. 308, thence North fifty-three  
degrees fifty-five minutes forty-six seconds East (N 53°55'46"E) four hundred two and six  
tenths (402.6) feet to Corner No. 3 of said M.C. 335, which point is also Corner No. 1 of  
M.C. 242; thence North thirty-one degrees six minutes twenty seconds East (N 31°06'20"E)  
four hundred forty-seven (447.0) feet to Corner No. 4 of said M.C. 242; thence North thirty-  
six degrees fifty-five minutes thirteen seconds East (N 36°55'13"E) seven hundred ten (710)  
feet, more or less, to the south line of the right of way of the CHICAGO, BURLINGTON & QUINCY  
RAILROAD along said southerly right of way line, where it approaches along the southerly  
westerly bank of Whitewood Creek, across M.C. 242, to M.C. 335 and M.C. 308, to the southerly  
line of said M.C. 308; thence South twenty-eight degrees six minutes nine seconds East  
(S 28°06'09"E) seven hundred eighty (780) feet, more or less, to corner No. 1 of said M.C. 308;  
which is the place of beginning; excepting one-half acre of ground forty (40) feet wide  
and about eleven hundred thirty (1130) feet long, shown as public ground, between corner  
M.C.'s 308, 335 and 242, more particularly described as follows:Beginning at a point in the southeasterly side of said M.C. 308, the land corner of which  
is North thirty-eight degrees six minutes nine seconds East (N 38°06'09"E), two hundred thirty-  
eight (238) feet from corner No. 1, measured along said southeasterly line, thence in a  
northeasterly direction eleven hundred thirty (1130) feet, more or less, to the southeasterly  
line of M.C. 242, at a point ninety (90) feet North thirty-six degrees fifty-five minutes  
thirteen seconds East (N 36°55'13"E) from Corner No. 4, said M.C. 242; thence North thirty-  
six degrees fifty-five minutes thirteen seconds East (N 36°55'13"E) forty (40) feet, thence  
southeasterly eleven hundred thirty (1130) feet, more or less, and parallel to first course  
above described, to the southeasterly line of M.C. 308, thence South thirty-eight degrees six  
minutes nine seconds East (S 38°06'09"E) forty (40) feet to place of beginning, containing  
45200 square feet.

The net area to be conveyed by this deed being 45.16 acres, more or less.

IN WITNESS WHEREOF, the said Grantor, the Chicago, Burlington and Quincy Railroad  
Company, has caused these presents to be sealed with its corporate seal and to be signed by the  
Vice-President and attested by its Assistant Secretary, this 8th day and year first above written  
IN PRESENCE OF

P. H. Eads

(Notary Public)

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY,  
By Bruce Stahl

Vice President

ATTEST:

Edith J. Allen,

Assistant Secretary

Witness to Execution of this Deed: JAMES H. EADS, Notary Public

MISCELLANEOUS DEED RECORD No. 267  
LAWRENCE COUNTY, SOUTH DAKOTA

CHARGE OF INSTRUMENT }  
RECORDED }  
INDEXED }

On the 1st day of May, A.D., 1935, before me, a Notary Public, duly commissioned and qualified in and for said county personally came the above named Bruce Scott, Vice President, and Edith J. Alden Assistant Secretary, of the Chicago, Burlington & Quincy Railroad Company, who are personally known to me to be the identical persons whose names are affixed to the above deed as Vice President and Assistant Secretary of said corporation, and they acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and official seal at Chicago, in said County, the date aforesaid.

A. T. McLane  
Notary Public.

My commission expires: ( S F A L )  
Mar. 22, 1936.

APPROVED

AS TO FORM

Thos. J. Lawler  
Law Dept.

AS TO DESCRIPTION

E. F. Tarron  
Engineering Dept.

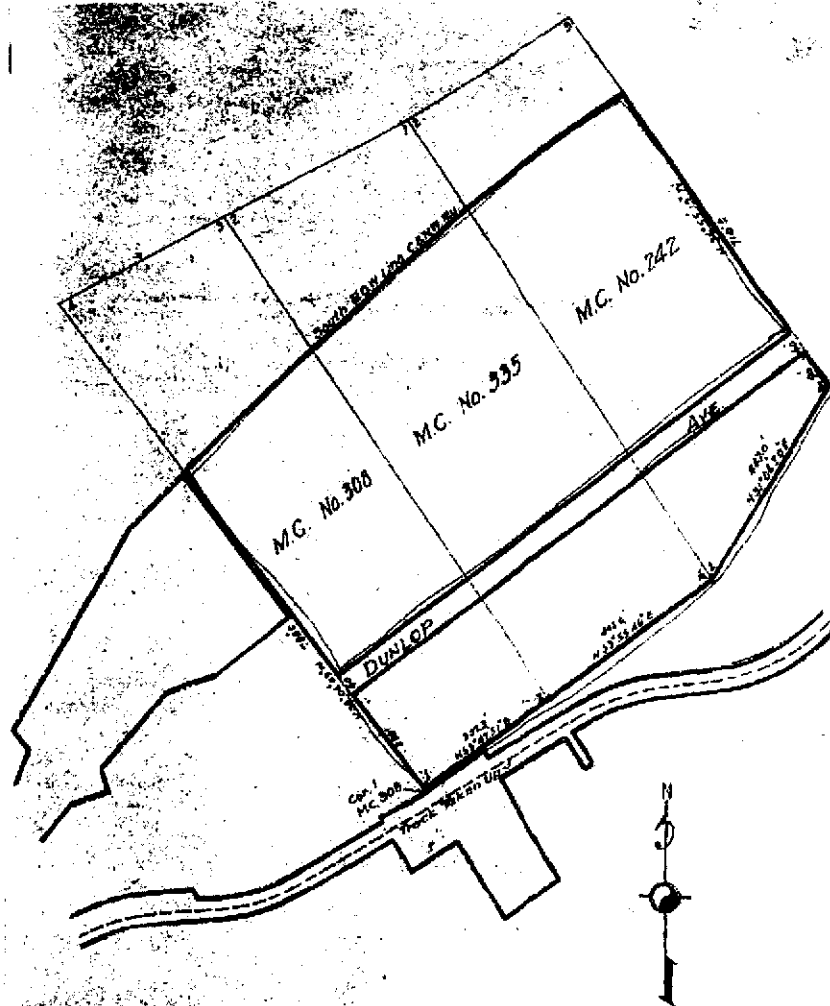
AS TO PROPERTY INTERESTS

F. S. Pollard  
Real Estate & Tax Department

AS TO AUDIT

L. P. Chase  
Auditing Dept.

LAWRENCE COUNTY, SOUTH DAKOTA



Original title by title claim Dead  
wood, S.D. 1887  
Original title by title claim Dead  
wood, S.D. 1887  
Original title by title claim Dead  
wood, S.D. 1887

SKETCH SHOWING  
LAND SOLD IN  
M.C. 242, 308 & 335  
Original Town Of  
**DEADWOOD**  
LAWRENCE CO. S.D. DAK.  
Scale 1" = 200'  
Office of Chief Engr. C.D. BARR  
Chicago, Ill. Mar. 12, 1935

# **Work Request Charges**

## **BHP Electric**

To: DAYS OF 76  
RODEO GROUNDS  
15 CRESCENT ST  
DEADWOOD, SD 57732

Quote Number: SDNH 546655 -- 1  
Description: Three-phase upgrade for the Days if 76  
Grandstand.

Job Address:  
15 CRESCENT ST  
DEADWOOD, SD

Quote Date: 2/23/2015  
Preferred Option: Yes  
No. Payments:  
Work Order: 60022738  
Project: 10040062  
Department: 8629ST  
OP Unit: 170302

### **Details**

Description	Refundable?	Total	Due	Paid
			Before Work	
Revenue Allowance	Yes	-8,000.00	Y	
Refundable Contribution	Yes	18,584.32	Y	
2.041% Excise Tax	No	216.03	Y	

Charges Due Before Work Starts: 10,800.35

Charges Due On Completion: 0.00

Total Refundable:	10,584.32
Total Non-Refundable:	216.03
Total Charges	10,800.35



**Brad Krush**  
Construction Representative  
brad.krush@blackhillscorp.com

1251 Otter Rd.  
Sturgis, SD 57785  
P: 605.206-2967  
F: 605.206-2975

2/25/2015

### Commercial UG-ug Service

Kevin Kuchenbecker  
City of Deadwood  
108 Sherman St.  
Deadwood, SD 57732

**RE: New electrical service** to Days of 76 Rodeo Grounds

Dear Kevin,

Considering the information provided, Black Hills Power is planning to serve the new service with an underground main line and an underground service. The requested service is 3-phase, 120/208V, 4-Wire with a **1000 Amp** main disconnect.

Black Hills Power will provide and install the following:

- Underground primary power line (conductors, switching cabinets and transformer)
- Self-contained Meter or Instrument (including CT's) Meter
- Terminate secondary conductors in transformer

The owner/contractor will be responsible for the following (Including but not limited to):

- Provide all legal desc & names (Deeds) and Plats for all property w/ proposed powerline routes.
- Obtain approval for all gov't/city permits of proposed electric utility facilities for this project.
- Return all completed original Right-Of-Way documents with landowner's signatures Notarized.
- Make Line Extension refundable advanced deposit payment (see below).
- Return the sign "Agreement for Electric Service Extension" 4-year contract (see attachment).
- Return the signed Grading Agreement Affidavit (see attachment).
- Have all lot lines, corner pins, & utility easements field surveyed & staked by a certified Land Surveyor.
- Provide vehicle access along trench route (trench spoils can't block access & re-seed scarred ground).
- Provide all trenching/ sand bedding/ Backfill (after finished grading has been establish)(see constr det).
- Provide and install all conduits under streets/ driveways with a spare (see attached for size & locations).
- Pick up and install the 3-phase basement to BHP spec.
- Provide and install all of the secondary wire/ conduit.
- Provide and install self contained "bypass" 200A or class 320 or Network (5<sup>th</sup> Terminal) meter socket.
- Provide and install instrument meter socket (exchanged w/ Meter Lab 605 721-2296).
- Provide and install a BHP approved C/T Cabinet (See Detail M7) up to 800A
- Provide and install the meter pedestal (see construction details)
- Provide me with the size of your service wire (i.e. - 2 sets of #500 MCM Cu)
- BHP may require compensating starters for motors above 10hp & BHP must give written approval.

(Project Name)  
(Date 01, 2009)  
Page 2

I will prepare the ROW documents after you have provided me with the legal descriptions and names (Deeds) and Plats for all of the property that the proposed powerline route crosses. You will need to talk with the 3<sup>rd</sup> party landowners and get these ROWs signed. I have included this document for the proposed routing. If they have any questions I would be happy to discuss or meet with them.

Considering the estimated allowance (4-year revenue) for this project (\$8,000 – Based on the type of business Rate 20), less the BHP cost to provide service (\$18,584.32), there is a \$10,584.32+tax cost, for this line extension. Please see the attached Agreement for Electric Service Extension for terms.

The transformer pad is picked up and installed by the owner/contractor. Black Hills Power has these pads in stock. They may be picked up at the Black Hills Power Warehouse located at 409 Deadwood Avenue, Rapid City.

Please review all aspects of your project to ensure that you are not building under an overhead powerline or changing the grade over a buried powerline, as correcting these situations can be expensive. If you have any concerns please review with me right away. South Dakota Codified Law 49-32-11 requires that all personal and equipment must maintain a minimum clearance of 10 feet from high voltage overhead electrical line or conductor. We are requesting that you maintain a minimum working clearance of 15 feet from distribution power lines (up to 24,900 volts) to any building, light pole, sign, or billboard.

I understand that this is a preliminary design and cost estimate. I will schedule the power line construction when the above items of the owner/contractor responsibilities have been completed and the paperwork returned to me. If the routing has to be changed due to ROW/ permitting, owner preference, or if the owners design changes, BHP will need to refigure this cost estimate. This cost estimate is good for six months from the date of this letter. Please review the enclosed information and feel free to contact me if you have any questions about the service arrangements or when you are ready to move forward with construction.

Sincerely,

Brad Krush, Construction Representative

ENCL: Map w/ Constr. Standards, Service Extension Contracts, Right-Of-Ways, & Grade Agreement  
**Please copy your contractor w/ the Map & Construction Standards**

## CHECKLIST

**DESIGN - Black Hills Power will provide the following:**

- ☐ Design Route Map & Construction Details (See Attachments)

**DESIGN - The Owner will be responsible for the following:**

- ☐ Provide all legal desc & names (Deeds) and Plats for all property with proposed powerline routing.
- ☐ Return all completed original Right-Of-Way documents with landowner's signatures Notarized.
- ☐ Obtain approval for all gov't/city permits of proposed electric utility facilities for this project.
- ☐ Make Line Extension refundable advanced deposit payments (Make check out to Black Hills Power).
- ☐ Return the sign "Agreement for Electric Service Extension" 4-year contract.
- ☐ Return the signed Grading Agreement Affidavit (see attachment).

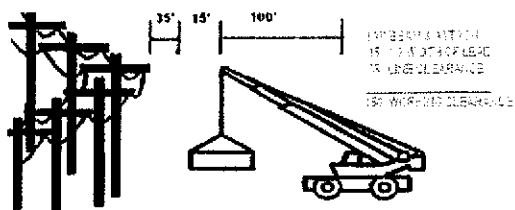
**Pre-CONSTRUCTION - The Owner/Contractor will be responsible for the following:**

- ☒ Have all lot lines, corner pins, & utility easements field surveyed & staked by a certified Land Surveyor.
- ☐ Provide all trenching/ sand bedding/ Backfill (after finished grading has been establish)(see constr det)
- ☐ Provide and install all conduits under streets/ driveways with a spare (see attached for size & locations)
- ☐ Provide and install all of the secondary wire/ conduit from transformer to point of service
- ☐ Provide and install self contained "bypass" 200A or class 320 or Network (5# Terminal) meter socket
- ☐ Provide and install instrument meter socket (exchanged w/ Meter Lab 605 721-2296)
- ☐ Provide me with the size of your service wire (i.e. - 2 sets of #500 MCM Cu)
- ☐ Provide a soft motor starter for all motors over 10hp (if required)

**CONSTRUCTION - Black Hills Power will provide and install the following:**

- ☐ Underground primary power line (conductors, switching cabinets and transformer)
- ☐ Self-contained Meter or Instrument (including CT's) Meter

***Please give your contractors a copy of this Check List, Route Map, and all Construction Details so they can coordinate final arrangements during construction.***



### Rule of Thumb:

If the overhead power line is 50kV or less, then stay at least 10 feet away.

For everything else, keep at least 35 feet away.

### Power Line Clearance Distances

Voltage	Distance from Power Line
≤50kV	10 feet
200kV	15 feet
350kV	20 feet
500kV	25 feet
650kV	30 feet
800kV	35 feet

### For More Information on Training & Other Contact:

Construction Safety Council

4415 West Harrison Street, Suite 407

Hillside, Illinois 60162

Phone: 800-552-7744

Web Site: [www.buildsafe.org](http://www.buildsafe.org)

#### General

- Move equipment/activity to the safe working distance from power lines.
- Have utility de-energize and visibly ground power lines.
- Have utility move power lines to the safe working distance.
- Have utility install insulated sleeves on power lines.\*
- Install flagged warning lines to mark horizontal and vertical power line clearance distances.
- Use non-conductive tools and materials.

#### Cranes and Other High Reaching Equipment

- Use an observer.\*
- Use an insulated link, if applicable.\*
- Use a boom cage guard, if applicable.\*
- Use a proximity device, if applicable.\*

#### Mobile Heavy Equipment

- Install rider posts or goal posts under power lines.
- Install warning signs at driver's eye level.

#### Ladders

- User non-conductive ladders.
- Don't carry or move extension ladders fully extended. Retract before moving.
- Get help moving ladders to maintain control.

#### Material Storage

- Don't store any materials under power lines.
- Use caution tape and signs to cordon off area under power lines.

#### Excavations

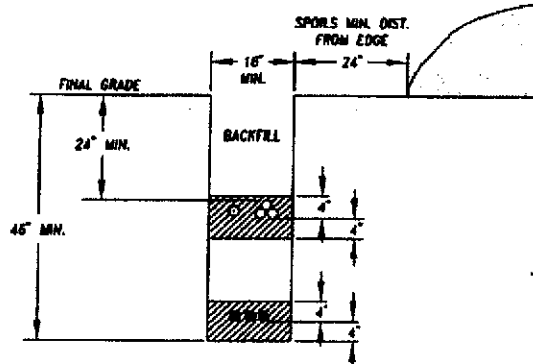
- Call local one-call service several days before you dig to locate all underground cables.
- Hand dig within three feet of cable location.
- Be aware that more than one underground cable may be buried in area of locator markings.

*\*These options do not allow the operator to work closer than the line clearance distance.*

### South Dakota Codified Law

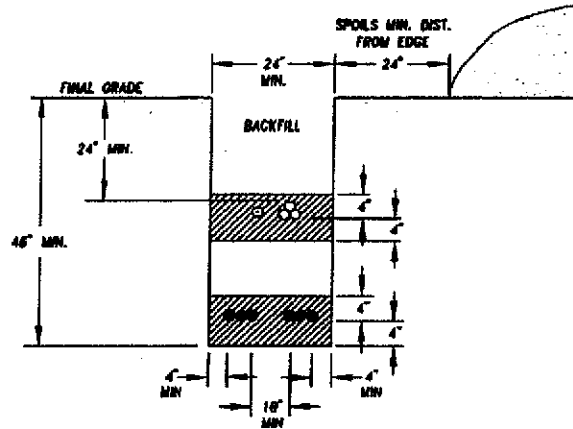
49-32-11 Activities bringing persons or equipment in proximity to high voltage lines prohibited—Violation as misdemeanor. No person may, individually or through an agent or employee, and no person as an agent or employee of another person, may perform or permit another to perform any function or activity if it is probable that during the performance of such activity any person or any tool, equipment, machinery, or material engaged in performing work connected with such activity, will move, or be placed in, a position within ten feet of any high voltage overhead electrical line or conductor. A violation of this section is a Class 2 misdemeanor.

**Source:** SL 1973, ch 288, § 2; SL 1983, ch 15, § 130; SL 202, ch 215, § 1



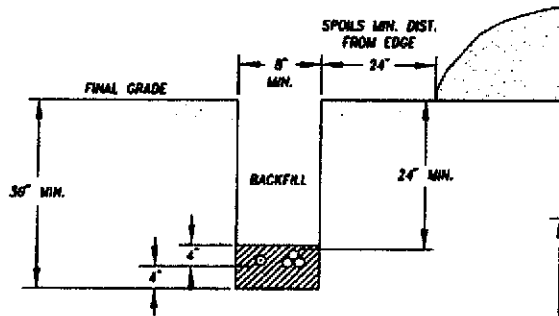
TR1

SINGLE PHASE PRIMARY  
THREE PHASE PRIMARY  
SECONDARY SERVICE  
PHONE & TV



TR3

THREE PHASE PRIMARY LOOPED  
(6 PRIMARY WIRES IN DITCH)



TR2

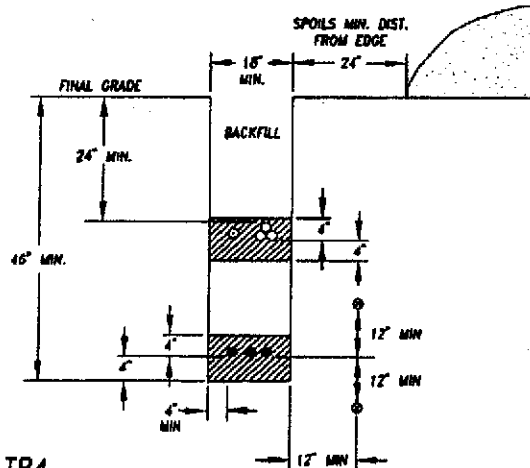
SECONDARY SERVICE  
PHONE & TV

### LEGEND:

- PRIMARY CABLE
- ⊗ SECONDARY CABLE
- PHONE & TV
- ⊙ WATER OR SEWER
- ⊙ GAS LINE

SAND BACKFILL - MINIMUM OF 4" ON ALL SIDES  
(NO CRUSHED ROCK OR FINES)

TRENCH DEPTHS AS SHOWN ARE "MINIMUMS";  
"MAXIMUM" DEPTHS NOT TO EXCEED MINIMUMS BY MORE THAN 6".

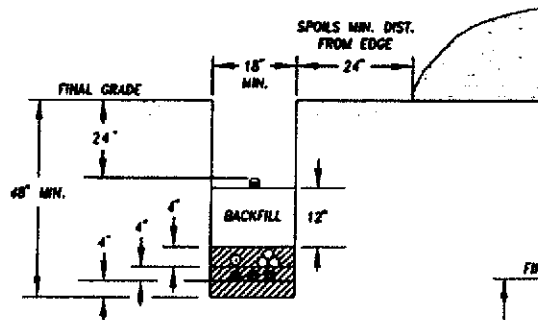


TR4

JOINT USE - WATER OR SEWER

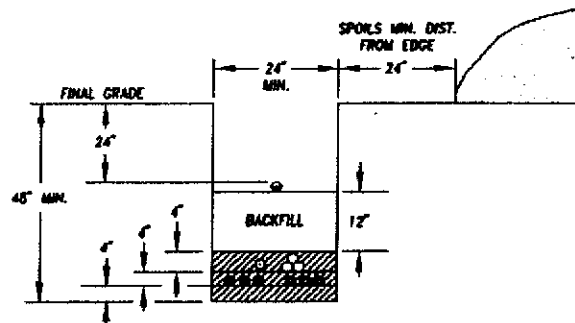
NOTE: HORIZONTAL DISTANCE FROM FACILITIES TO WATER OR SEWER MUST BE  
48" MINIMUM WITHIN THE PLANNING JURISDICTION OF RAPID CITY.

DSGN. TW		DISTRIBUTION STANDARD	REV. DATE 6/1/87	REV. NO. 4
DR. JLM/DCL		TRENCH SPECIFICATIONS WITHOUT GAS	DRAWING NO. TR1, TR2	SHEET 4
APPROVED BY	DATE	BLACK HILLS POWER	TR3, TR4	1



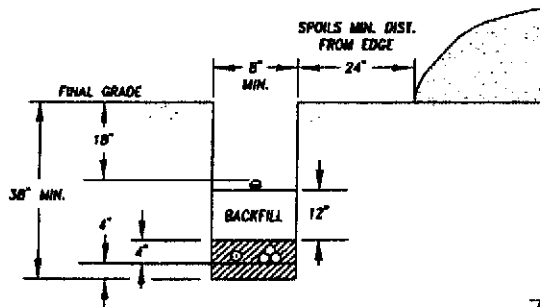
TR5

SINGLE PHASE PRIMARY  
THREE PHASE PRIMARY  
SECONDARY SERVICE  
PHONE, TV & GAS



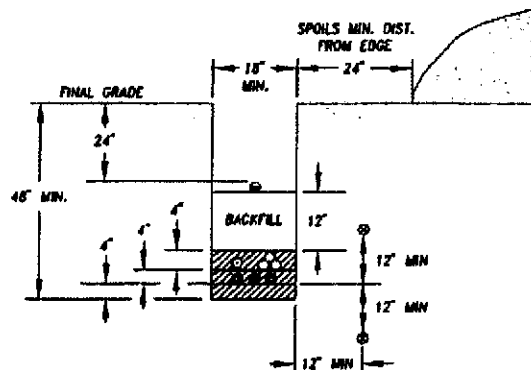
TR7

THREE PHASE PRIMARY LOOPED  
(6 PRIMARY WIRES IN DITCH)



TR6

SECONDARY SERVICE  
PHONE, TV & GAS



TR8

JOINT USE - WATER OR SEWER

NOTE: HORIZONTAL DISTANCE FROM FACILITIES TO WATER OR SEWER MUST BE 48" MINIMUM WITHIN THE PLANNING JURISDICTION OF RAPID CITY.

### LEGEND:

- PRIMARY CABLE
- SECONDARY CABLE
- PHONE & TV
- WATER OR SEWER
- GAS LINE

SAND BACKFILL - MINIMUM OF 4" ON ALL SIDES  
(NO CRUSHED ROCK OR FINES)

TRENCH DEPTHS AS SHOWN ARE "MINIMUMS";  
"MAXIMUM" DEPTHS NOT TO EXCEED MINIMUMS BY MORE THAN 6".

DSCH. TR	DISTRIBUTION STANDARD	REV. DATE 4/1/97	REV. NO. 3
DR. J.M./DCL	TRENCH SPECIFICATIONS	DRAWING NO. TR5, TR6	SHEET
APPROVED BY DATE	JOINT WITH GAS	TR7, TR8	1
	BLACK HILLS POWER		

### Definitions:

1. Electric utilities include power, lighting, telephone, cable l.v., signal circuits, etc.
2. Non-electric utilities include water, gas, sewer, storm drains, etc.
3. Sand bedding or back fill does not include fines, crushed rock or "blow sand". Fine aggregate for concrete (natural sand) per ASTM Designation C-33, par. 5.1 and 5.3, "Grading", is the only approved bedding material. Deviation from the natural sand bedding can only be authorized by the Customer Service department.

### Trench:

1. Clearances must be obtained from all other buried utilities before digging.
2. The cable trench should be located two feet, minimum off the property line.
3. The cable trench must meet the specifications of Standard Drawings TR1, TR2, TR3 or TR4.
4. Where the surface grade of the trench location is not final, steps must be taken to insure minimum standard depth subsequent to installation.
  - a. If the grade is to be lowered, the depth of cut must be added to our standard trench depths.
  - b. If the grade is to be raised, the trench must be standard depth at the time it is dug.
  - c. Curb and gutter must be installed in subdivisions prior to trenching to insure proper grade.
5. Back fill or bedding within 4 inches of cable or conduit systems shall be free of all rocks or other materials that may damage the cable. Sand bedding as in "definitions" above is the only standard approved material for this "cushion" around the cable or conduit.
6. Back fill must be adequately tamped or packed to prevent sinking and meet the specifications of governmental agencies when necessary. Machine compaction must not be used within 6 inches of the cable or conduit to prevent damage.

### Conduit:

1. At crossings of cables and non-electric utilities, the cable should be protected by installing it in a short section of conduit projecting a minimum of 4 feet both ways from the crossing. Conduit shall be PVC schedule 40 electrical conduit.
2. A spare conduit shall be placed adjacent to all 600 volt or primary cables crossing under driveways, streets or paved parking lots.
  - a. Four inch conduit shall be used for #2, 1/0 and 4/0 primary cables and for all service cables.
  - b. Two single phase services may be placed in one 4 inch conduit.
  - c. Six inch conduit shall be used for 350KCM, 750KCM and 1000KCM primary circuits.
3. Some situations will require the cable to be pulled in conduit and the use of primary or secondary pull boxes. This method will normally be used only when short sections of trench can be opened at one time.
4. A pull rope or tape shall be installed in all conduits to provide for easy pulling in the appropriate sized pulling cable.
5. Ninety degree bends at riser poles or in a long conduit run that requires cable to be pulled in are required to be rigid steel or fiberglass with a minimum radius of 4'.
6. Conduit risers shall be installed in accordance with PVC molded riser drawings.

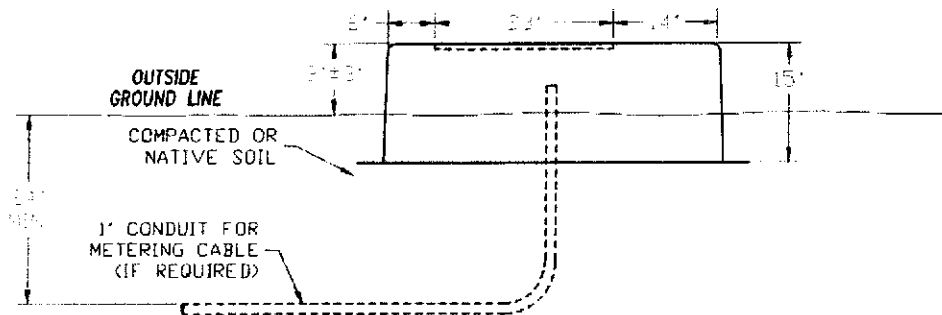
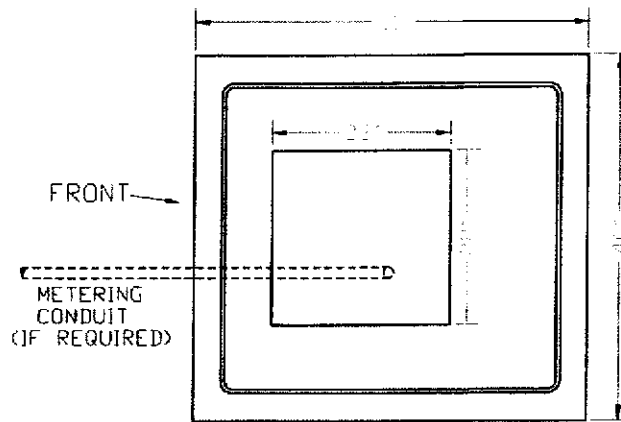
### Safety:

1. Before working on primary wire, be sure there is a visible open at both ends and it is grounded, unless insulated sticks are used.
2. All enclosures, transformers and switching modules must be kept locked at all times except when actually working at their location.
3. Any termination bushing points in any apparatus not in use must have an approved insulating cap in place. (Dust covers are NOT approved insulating caps)

### Cable Installations:

1. Cable will not be placed in a trench unless it meets the the standard trench specification including the appropriate bedding.
2. Cable will be inspected as it is installed to insure no kinks, cuts, abrasions or damage of any kind.
3. Cable must be placed in the trench loosely, with adequate slack, and resting on the bottom of the trench for its entire length.
4. Be sure sufficient lengths of cable are left at the ends for risers and or terminations.
5. Cable paralleling non-electric utilities or other subsurface structures shall not be installed directly above or below such utilities. See Trench Specifications #TR4 for minimum spacings.
6. Trench will be inspected prior to cable installation and prior to back filling, by Black Hills Power and Light Company personnel.
7. Cable ends must be sealed when exposed if termination or splice is to be done at a later time. This will prevent moisture migration into the cable.

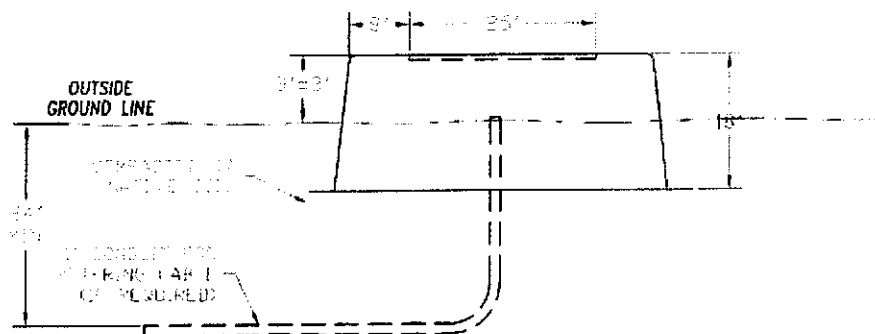
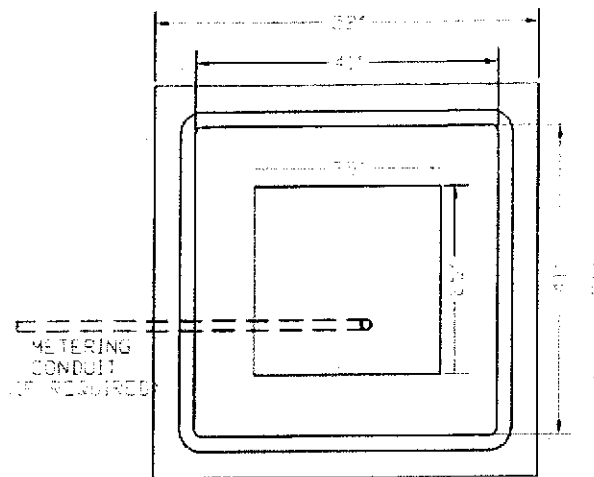
DSOL	JRR	DISTRIBUTION STANDARD	REV. DATE	REV. NO
DR	JW/DCL	URD CABLE AND TRENCH GUIDELINES	1/24/05	4
APPROVED BY	DATE	BLACK HILLS POWER	DRAWING NO	
			U1	1 of 2



**NOTE:**

- 1) CUSTOMER WILL BE REQUIRED TO LEAVE AN EXCESS OF SECONDARY CONDUCTOR, A MINIMUM OF 15' STARTING AT THE END OF THE CONDUIT BELL.
- 2) CUSTOMER TO SUPPLY FIBERGLASS BASE.
- 3) LINE CREW TO SECURE XFMR TO PAD
- 4) LINE CREW TO ADD 12' PIECE OF #1/0 TRIPLEX FROM UNDER PAD WHEN TEMPORARY SERVICE IS PLANNED FOR LOCATION

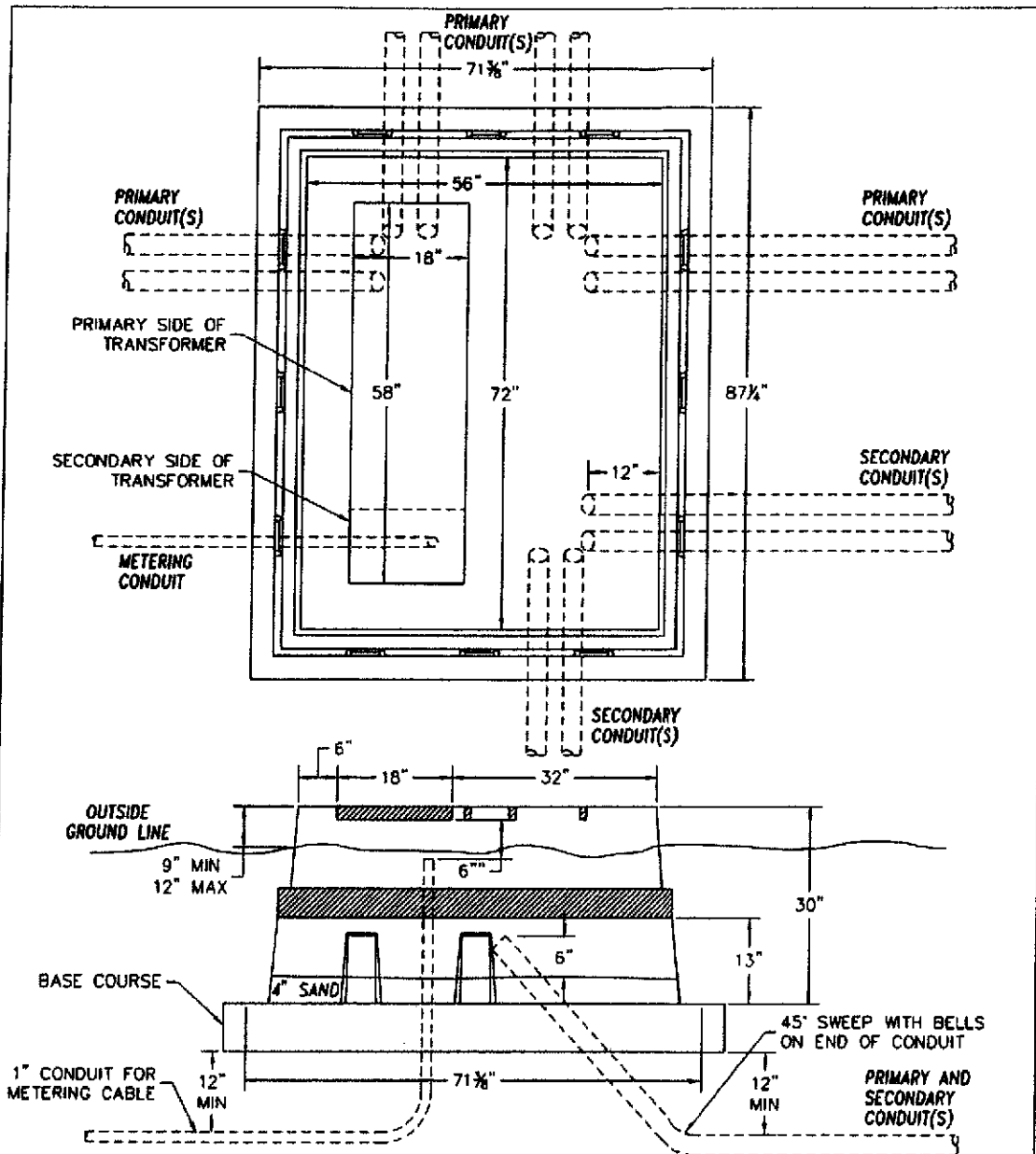
ITEM	QUAN.	CO. NO.	DESCRIPTION	ITEM	QUAN.	CO. NO.	DESCRIPTION
1	1	78-3743	FIBERGLASS BASE				
DSGN. A.V. DR. DM APPROVED BY DATE				DISTRIBUTION STANDARD <b>1Ø TRANSFORMER BASE</b> <b>(25, 50 KVA)</b> BLACK HILLS POWER			
				REV. DATE 3/01/07 DRAWING NO. PD4 REV. NO. 2 SHEET 1			



#### NOTE

1. CUSTOMER WILL BE REQUIRED TO LEAVE A VARIETY OF SECONDARY CONDUCTOR A MINIMUM OF 12" STARTING AT THE END OF THE YOUNG LINE.
2. CUSTOMER TO PROVIDE FIBERGLASS BASE.
3. LINE CREW TO DECIDE WIRE TO RUN.
4. LINE CREW TO ADD 12" FIELD OF RIVE TRUSS FROM UNDER AND WHEN TEMPORARY SHOULD BE PLANNED FOR PROTECTION.

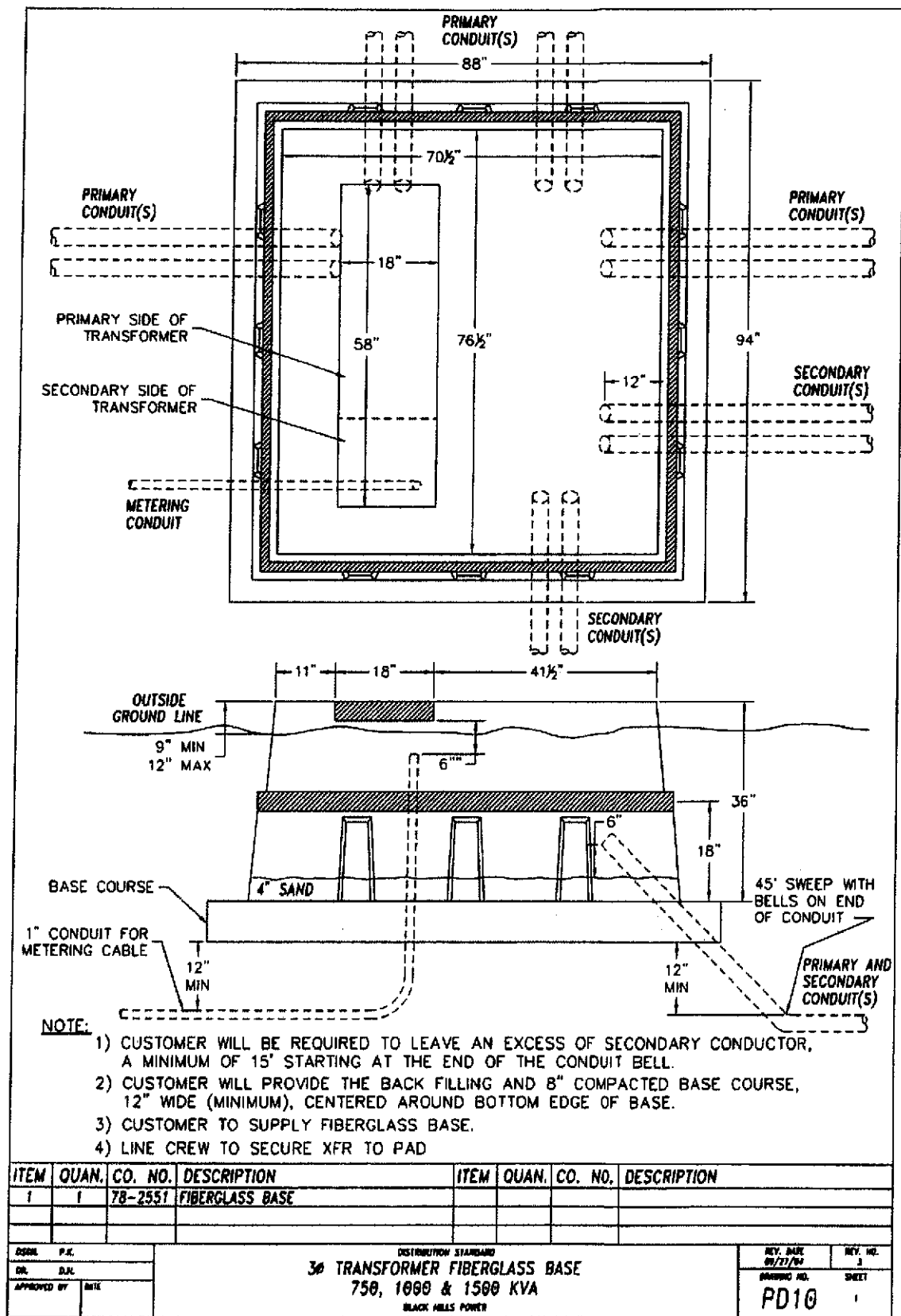
ITEM	QUAN.	CO. NO.	DESCRIPTION	ITEM	QUAN.	CO. NO.	DESCRIPTION
1	1	78-4218	FIBERGLASS BASE				
DISTR. STANDARD <b>19 TRANSFORMER BASE</b> <b>(75, 100 &amp; 167 KVA)</b> BLACK HILLS POWER				REV. DATE 5/01/87 DRAWING NO. <b>PD5</b>			
DESIGNED BY DATE				REV. NO. 2 SHEET 1			



**NOTE:**

- 1) CUSTOMER WILL BE REQUIRED TO LEAVE AN EXCESS OF SECONDARY CONDUCTOR, A MINIMUM OF 15' STARTING AT THE END OF THE CONDUIT BELL.
- 2) CUSTOMER WILL PROVIDE THE BACK FILLING AND 8" COMPACTED BASE COURSE, 12" WIDE (MINIMUM), CENTERED AROUND BOTTOM EDGE OF BASE.
- 3) CUSTOMER TO SUPPLY FIBERGLASS BASE.
- 4) LINE CREW TO SECURE XFR TO PAD

ITEM	QUAN.	CO. NO.	DESCRIPTION	ITEM	QUAN.	CO. NO.	DESCRIPTION
1	1	78-2558	FIBERGLASS BASE				
DESGN. P.J.L. DR. B.J.L. APPROVED BY DATE				DISTRIBUTION STANDARD <b>3Ø TRANSFORMER FIBERGLASS BASE</b> 75, 150, 300, 500 & 750 KVA BLACK HILLS POWER			
				REV. DATE 05/17/04 DRAWING NO. SHEET <b>PD9</b> 1			



### GENERAL:

- 1) PAD MOUNT TRANSFORMERS SHALL BE LOCATED IN AN AREA ACCESSIBLE TO LINE TRUCKS FOR EASY INSTALLATION AND REMOVAL.
- 2) PAD MOUNT TRANSFORMERS SHALL BE LOCATED IN AN AREA NOT SUBJECTED TO FLOODING.
- 3) PADS FOR TRANSFORMERS SHALL BE PROTECTED AGAINST LANDSLIDES, DRAINAGE WASH OR DRIFTING SAND, ETC. THE INSTALLATION OF RETAINING WALLS OF SUFFICIENT STRENGTH AND SUITABLE CONSTRUCTION TO PROVIDE ADEQUATE PROTECTION SHALL BE THE RESPONSIBILITY OF THE CUSTOMER.
- 4) PADS FOR TRANSFORMERS SHALL BE INSTALLED AND MAINTAINED LEVEL.
- 5) ANY PROTECTIVE OR DECORATIVE FENCING OR ENCLOSURE TO BE BUILT AROUND A PAD MOUNTED TRANSFORMER MUST BE APPROVED BY CUSTOMER SERVICES AND ENGINEERING PRIOR TO INSTALLATION.

### BASIC HORIZONTAL CLEARANCES: (FIGURE 1)

THE FOLLOWING HORIZONTAL CLEARANCES BETWEEN PAD MOUNTED TRANSFORMERS AND ADJACENT STRUCTURES ARE REQUIRED:

- 1) TEN FEET MINIMUM FROM COMBUSTIBLE SURFACES. CUSTOMER SHALL PROVIDE NON-COMBUSTIBLE SURFACES OR FIRE-RESISTANT BARRIERS IF CLEARANCE IS LESS THAN 10'.
- 2) TWO FEET MINIMUM FROM A NON-COMBUSTIBLE SURFACE ON ANY SIDE AND AT LEAST 10' CLEAR WORKING SPACE ON THE FRONT SIDE OF THE TRANSFORMER.
- 3) OVERHANGS (COMBUSTIBLE)
  - a) IF AN OVERHANG OF COMBUSTIBLE MATERIAL CLEARS THE TOP OF OIL-FILLED PAD MOUNTED TRANSFORMERS BY A MINIMUM OF 20' VERTICALLY, THE REQUIRED DISTANCE SHALL BE MEASURED FROM THE BUILDING WALL.
  - b) IF AN OVERHANG OF COMBUSTIBLE MATERIAL CLEARS THE TOP OF OIL-FILLED PAD MOUNTED TRANSFORMERS LESS THAN 20' VERTICALLY THE REQUIRED CLEARANCE SHALL BE MEASURED FROM THE FARTHEST PROJECTION OF THE OVERHANG.

### CLEARANCE FROM AIR INTAKE, WINDOWS, DOOR AND FIRE ESCAPES: (FIGURE 2)

- 1) **DOORS:** A PAD MOUNT TRANSFORMER SHALL NOT BE PLACED WITHIN A ZONE EXTENDING 20' OUT FROM AND 10' TO EITHER SIDE OF A DOOR.
- 2) **WINDOWS:** A PAD MOUNT TRANSFORMER SHALL NOT BE PLACED WITHIN A ZONE EXTENDING 10' OUT AND 8' EITHER SIDE OF A WINDOW ON THE 1st FLOOR. THE TRANSFORMER SHALL NOT BE ANY CLOSER THAN 5' FROM ANY PART OF A SECOND STORY WINDOW, NOR DIRECTLY BELOW AN OPERATING WINDOW.
- 3) **AIR INTAKES:** A PAD MOUNT TRANSFORMER SHALL NOT BE PLACED WITHIN A ZONE EXTENDING 10' OUT FROM AND 10' TO EITHER SIDE OF AN AIR INTAKE. IF THE AIR INTAKE ABOVE TRANSFORMER, THE TRANSFORMER SHOULD BE 25' FROM THE OPENING.
- 4) **FIRE ESCAPES:** A PAD MOUNT TRANSFORMER SHALL NOT BE PLACED WITHIN A ZONE EXTENDING 20' OUT FROM AND 20' TO EITHER SIDE OF A FIRE ESCAPE.

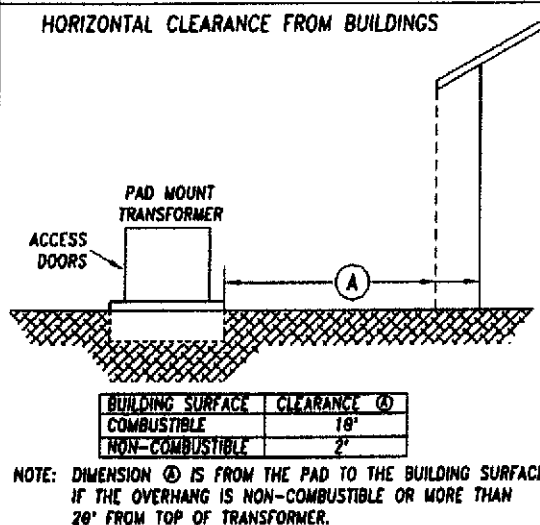


FIGURE 1

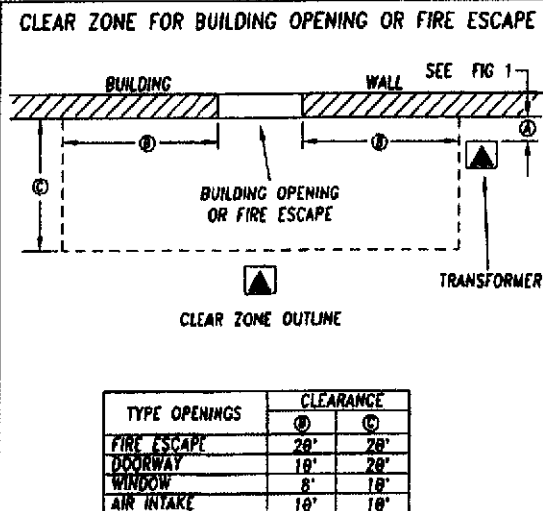


FIGURE 2

DESIGN	R.D.
DR.	JAN/D.C.L.
APPROVED BY	DATE

DISTRIBUTION STANDARD

**PAD-MOUNT TRANSFORMER LOCATIONS AND CLEARANCES**

BLACK HILLS POWER

REV. DATE	REV. NO.
4/1/97	2
DRAWING NO.	SHEET
PT 1	1

### APPLICATION:

IF PAD MOUNTED EQUIPMENT MUST BE LOCATED IN PAVED OR TRAVELED AREAS, OR ADJACENT TO SUCH AREAS WITH THE POSSIBILITY OF DAMAGE FROM VEHICLES, PHYSICAL PROTECTION ACCEPTABLE TO BLACK HILLS POWER AND LIGHT COMPANY MUST BE PROVIDED AND MAINTAINED BY THE CUSTOMER. BLACK HILLS POWER AND LIGHT COMPANY WILL DETERMINE WHEN SUCH PROTECTION IS NECESSARY.

### MATERIAL:

GALVANIZED 4" STANDARD PIPE AND END CAP IS THE PREFERRED METHOD OF POST FABRICATION. A SMOOTH CONCRETE DOME IS PERMITTED IN PLACE OF THE END CAP. WHEN A CONCRETE DOME IS USED, THE PIPE END MUST BE FREE OF SHARP EDGES. THE 5" DIAMETER SECTION FOR INSTALLING REMOVABLE POSTS MUST ALSO BE GALVANIZED.

### LOCATION:

- 1) LOCATE BARRIER POST SO THEY DO NOT INTERFERE WITH THE OPENING OF EQUIPMENT DOORS. USE REMOVABLE BARRIER POSTS AS FOLLOWS:
  - a) ON DOOR SIDE(S) OF EQUIPMENT WHERE POSTS COULD INTERFERE WITH OPERATION OF LIVE LINE TOOLS.
  - b) WHERE THE USE OF FIXED POSTS WOULD OBSTRUCT ACCESS FOR INSTALLATION OR REPLACEMENT OF EQUIPMENT.
- 2) DIMENSIONS FOR LOCATION OF POSTS WITH RESPECT TO EQUIPMENT PAD ARE DETERMINED AS FOLLOWS: (SEE FIGURE 1)
  - a) DETERMINE THE MOST PRACTICABLE DISTANCE "B" (FOR EACH SIDE) THAT POSTS CAN BE LOCATED FROM THE EDGE OF THE PAD.
  - b) DIMENSION "A" (FOR EACH SIDE) MUST BE LESS THAN OR EQUAL TO 2 TIMES "B" MINUS 6 INCHES BUT SHOULD NOT EXCEED 42 INCHES.
  - c) PLACE THE FIRST POST AT THE INTERSECTION OF PROJECTED CENTERLINES, (POINT X).
  - d) PLACE ONE POST DISTANCE "A" FROM POINT "X" ALONG EACH SIDE TO PROTECT CORNER.
  - e) CONTINUE TO PLACE POSTS DISTANCE "A" APART ALONG SIDES TO BE PROTECTED.
  - f) TO PROTECT ONE SIDE ONLY, PROCEED AS IN "a" AND "b" ABOVE, PLACE FIRST POST DISTANCE "B" FROM EDGE OF PAD AT EACH POINT WHERE PROTECTION IS REQUIRED THEN PROCEED AS IN "a" ABOVE.
  - g) TO PROTECT CORNER ONLY, PROCEED AS IN "a" THROUGH "d" ABOVE.

### NOTES:

- 1) A BUILDING WILL FURNISH PROTECTION PROVIDED IT IS LOCATED AT A POINT WHERE A POST WOULD NORMALLY BE REQUIRED.
- 2) SQUARE FACED STREET CURBING PARALLEL TO NORMAL TRAFFIC FLOW CAN BE CONSIDERED SUITABLE PROTECTION IF THE PAD-MOUNT EQUIPMENT IS LOCATED A MINIMUM OF 6 FEET BEHIND THE CURBING.

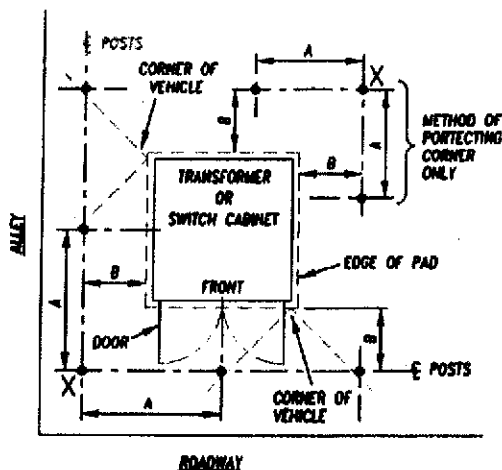


FIGURE 1

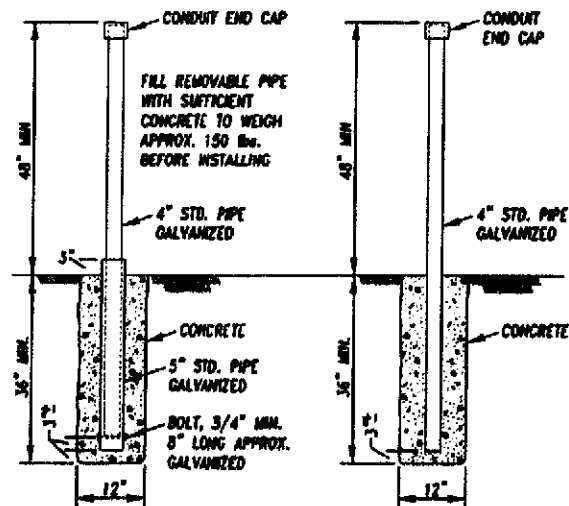


FIGURE 2

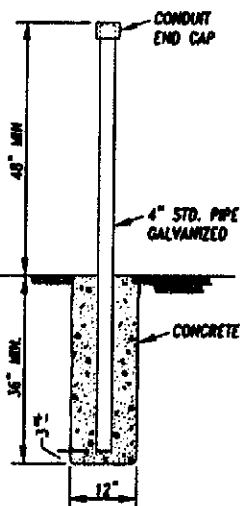
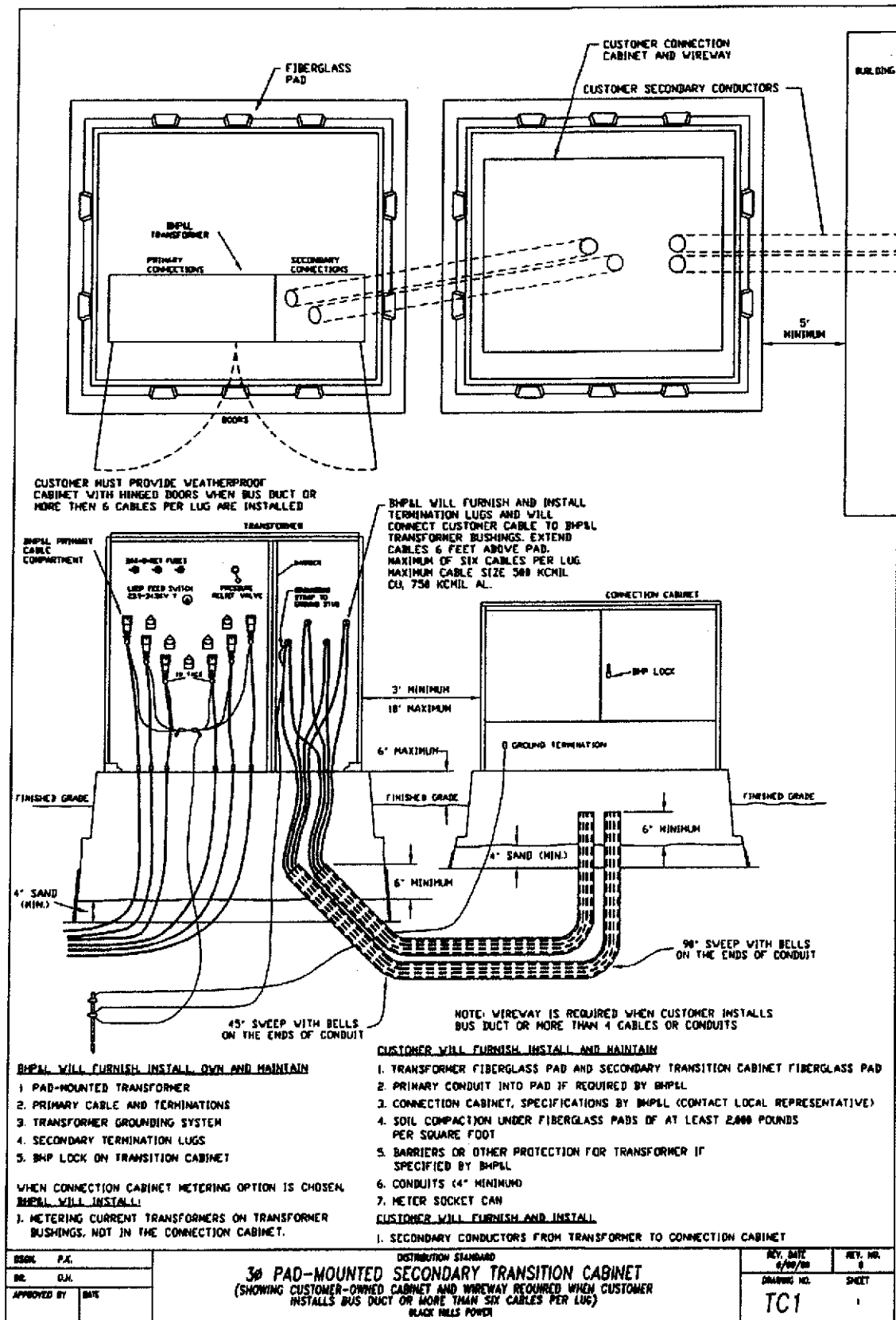
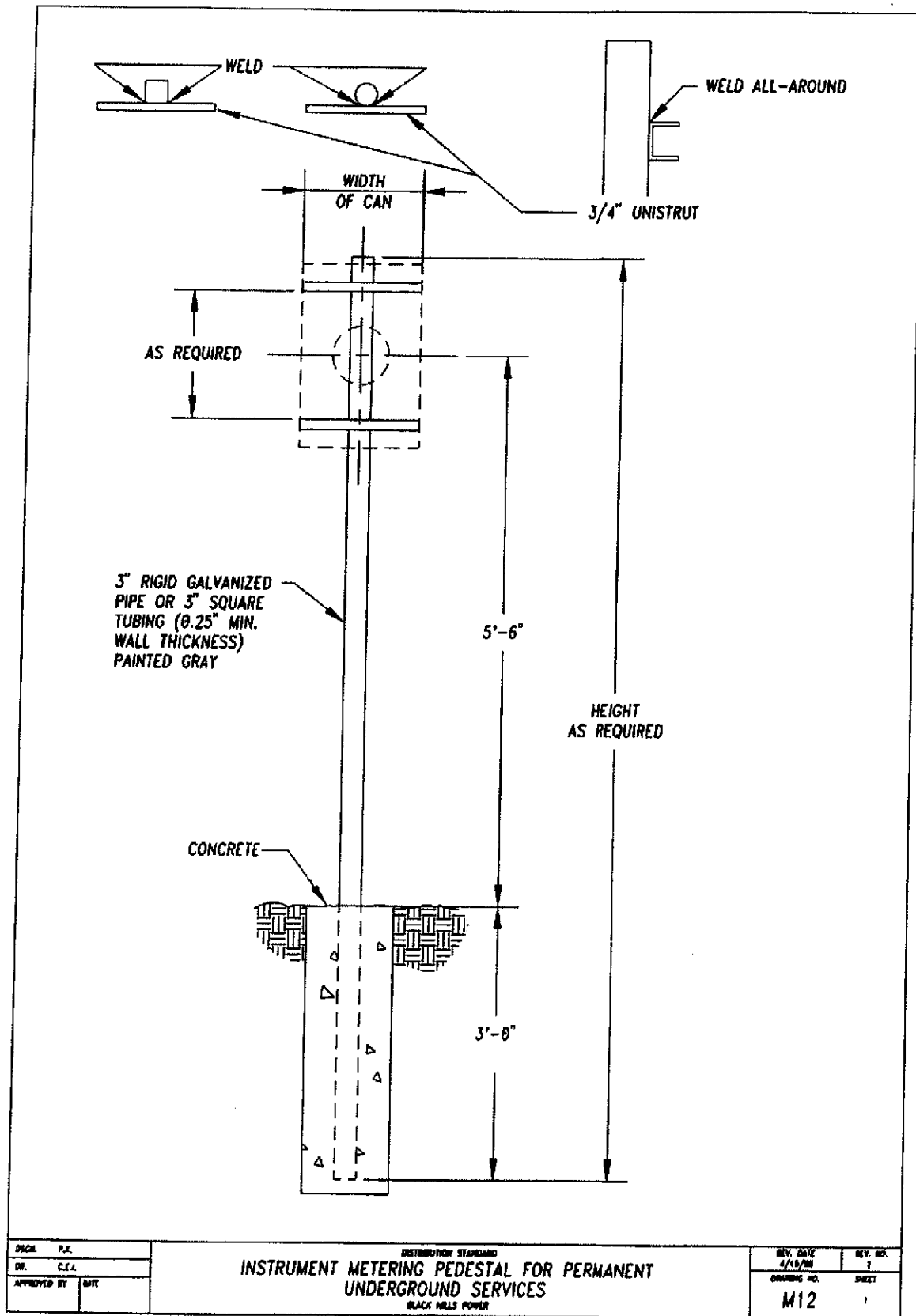
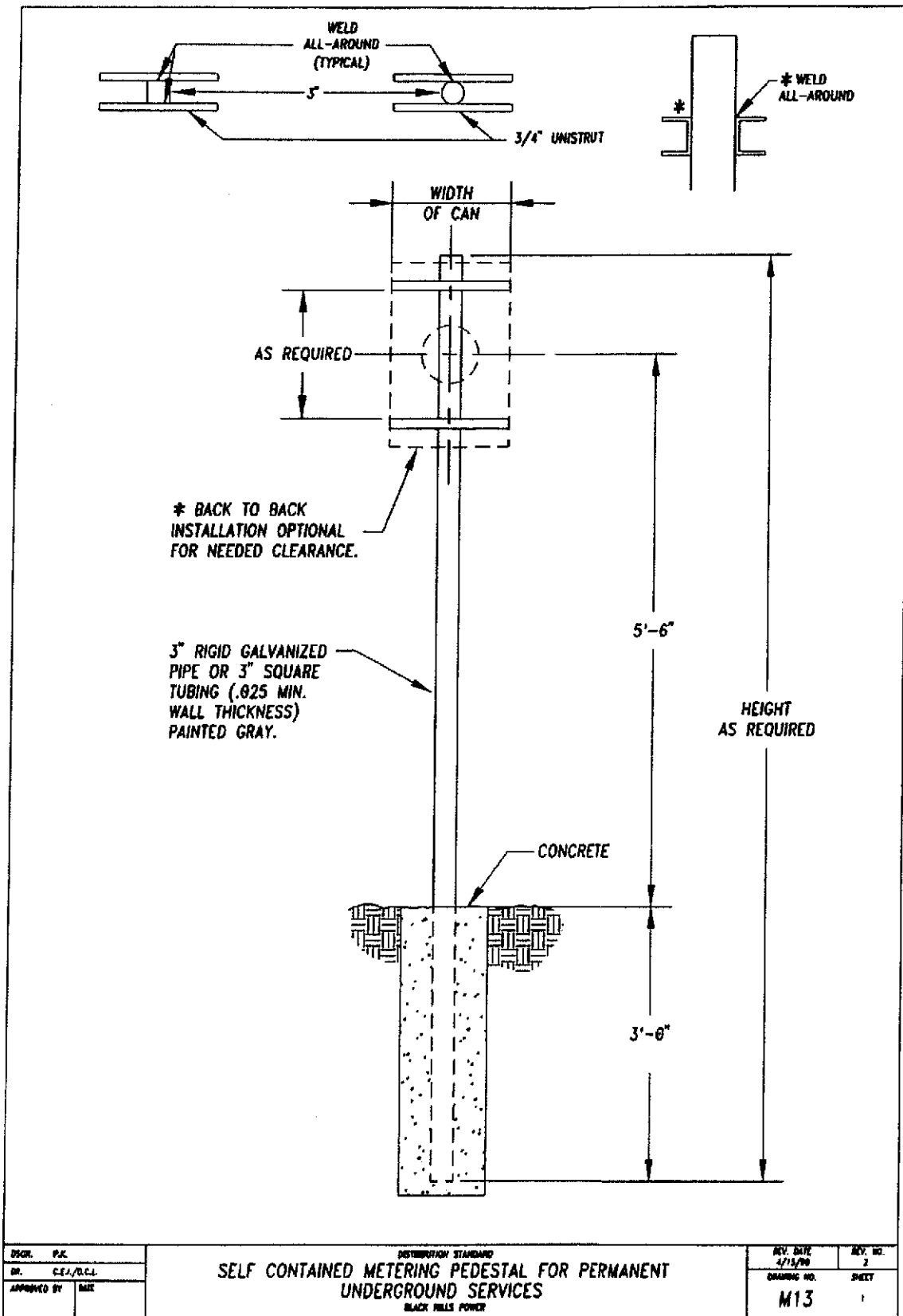


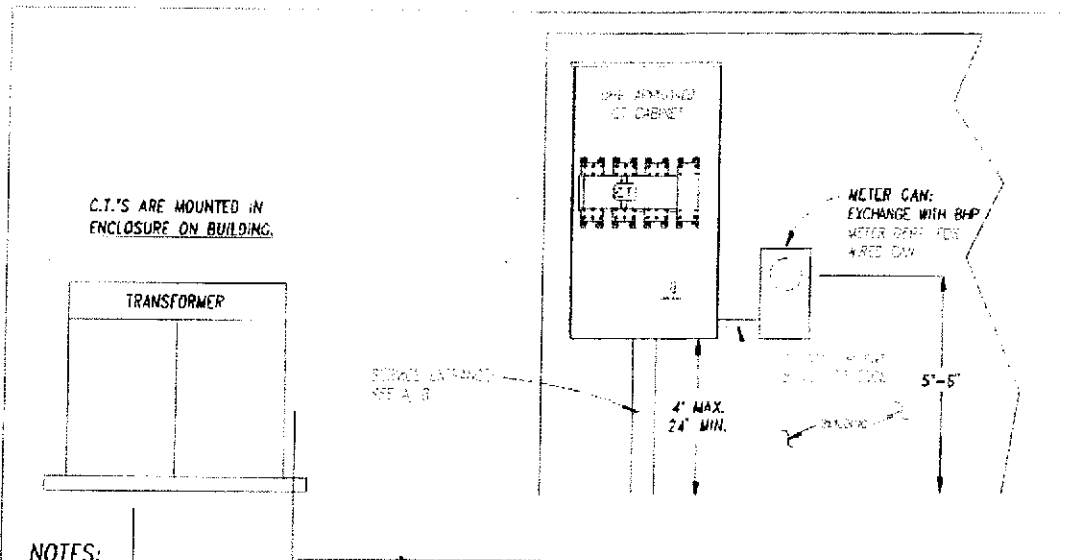
FIGURE 3

REVISION	DATE	DISTRIBUTION STANDARD		REV. DATE	REV. NO.
BY	APPROVED	MECHANICAL PROTECTION FOR		4/1/89	1
APPROVED BY	DATE	PAD-MOUNTED EQUIPMENT		ISSUED BY	SHEET
		BLACK HILLS POWER		PT 2	1







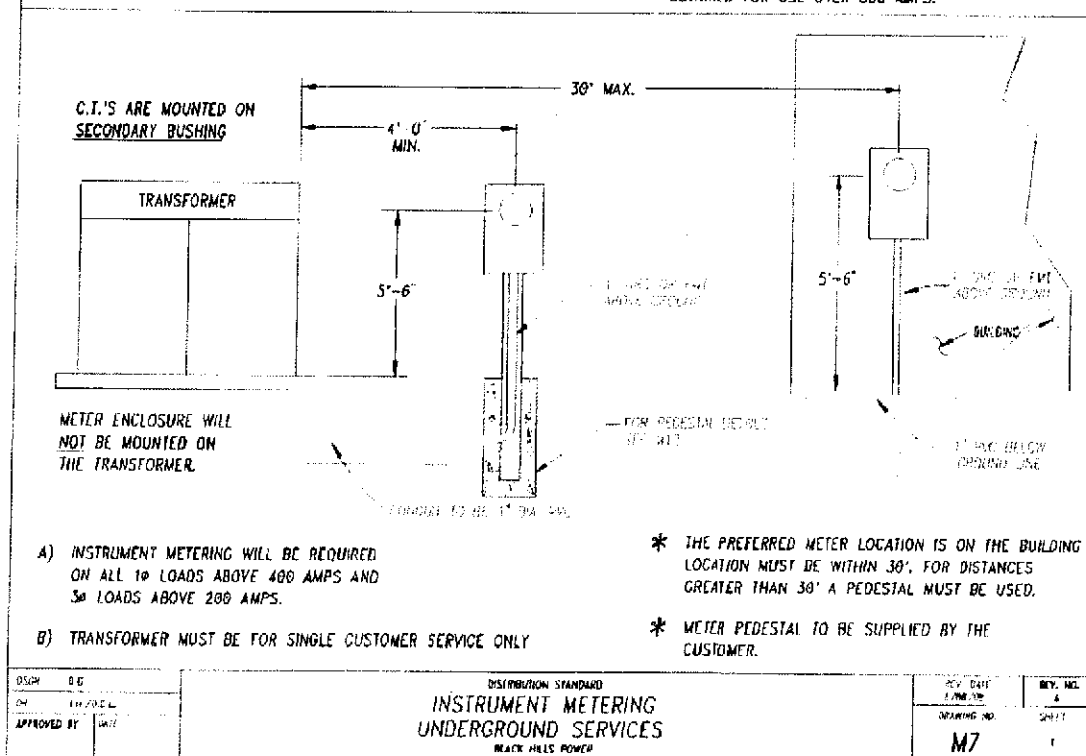


#### NOTES:

- INSTRUMENT METERING WILL BE REQUIRED ON ALL 1 $\phi$  LOADS ABOVE 400 AMPS AND 3 $\phi$  LOADS ABOVE 200 AMPS.
- SERVICE ENTRANCE RISERS IN EXCESS OF TWO (2) WITH A SINGLE SET OF CONDUCTORS IN EACH RISER MUST OBTAIN PRIOR APPROVAL FROM BHP METER DEPT.
- SERVICE ENTRANCE CONDUCTORS SHALL NOT PASS THRU ANY OTHER ENCLOSURE PRIOR TO CT CABINET

#### C.T. CABINETS:

- MUST BE APPROVED BY BHP
- NEMA 3R RATED
- UL LISTED C.T. CABINET
- FURNISHED WITH FACTORY LUGS FOR PHASE AND NEUTRAL CONDUCTORS AND PROVISIONED FOR USE WITH STANDARD BAR-TYPE C.T.s
- RATED AND/OR INSTALLED TO MEET APPROPRIATE SHORT CIRCUIT CURRENT RATING. (SEE NEC AND AUTHORITY HAVING JURISDICTION)
- CABINET USE FOR SERVICES UP TO 800 AMPS. PRIOR APPROVAL FROM BHP METER DEPT. MUST BE OBTAINED FOR USE OVER 800 AMPS.



- INSTRUMENT METERING WILL BE REQUIRED ON ALL 1 $\phi$  LOADS ABOVE 400 AMPS AND 3 $\phi$  LOADS ABOVE 200 AMPS.
- TRANSFORMER MUST BE FOR SINGLE CUSTOMER SERVICE ONLY

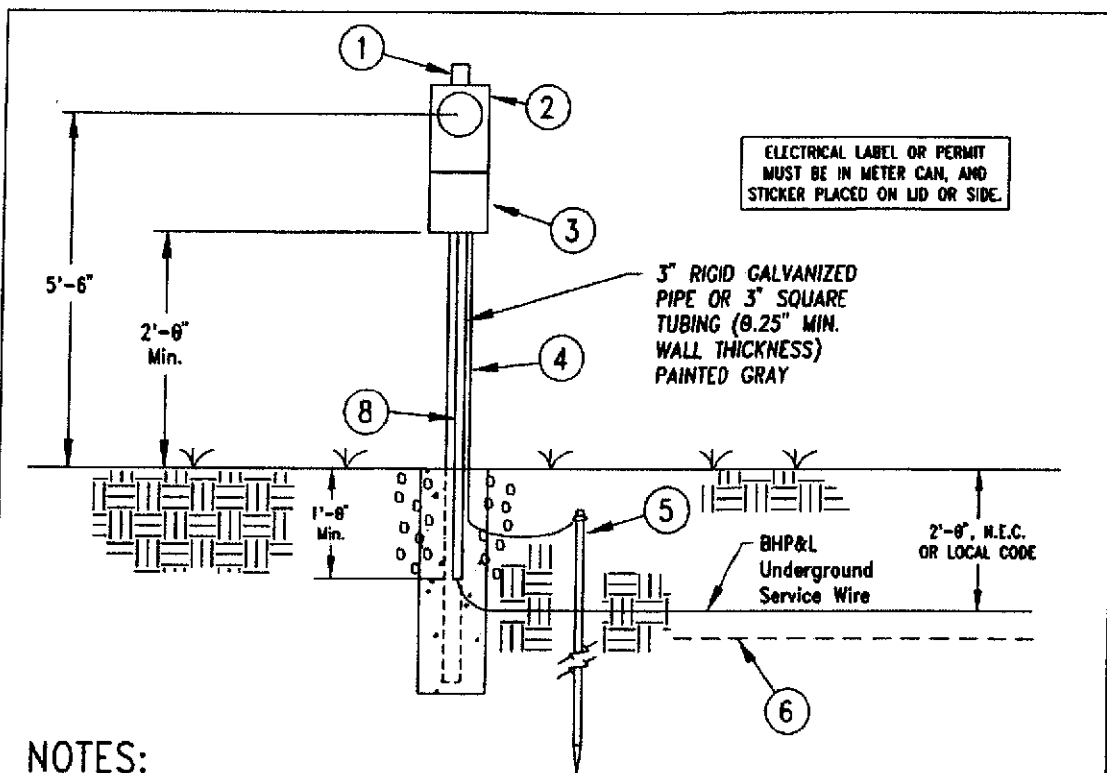
\* THE PREFERRED METER LOCATION IS ON THE BUILDING LOCATION MUST BE WITHIN 30'. FOR DISTANCES GREATER THAN 30' A PEDESTAL MUST BE USED.

\* METER PEDESTAL TO BE SUPPLIED BY THE CUSTOMER.

DESIGN	DATE	DISTRIBUTION STANDARD	REV. DATE	REV. NO.
ON	1/1/01	INSTRUMENT METERING	1/1/01	1
APPROVED BY	DATE	UNDERGROUND SERVICES	DEPARTING NO.	SHIT
		BLACK HILLS POWER	M7	1

1. The customer is urged to make early contact with BHP&L for permanent service.
2. An affidavit or city inspection must be obtained before service can be provided.
3. Permanent services must be located where the meter will be protected from mechanical injury. Should relocation of a permanent service become necessary, the relocation cost will be the responsibility of the Customer.
4. Overhead permanent service drops shall be supported on BHP&L approved pole, wall, or structure. The maximum service drop length from BHP&L's pole to the service depends upon conductor size. Consult with your BHP&L Representative to determine the maximum distance. Permanent service must meet BHP&L Co. standards.
5. Customer owned metering equipment, switching devices, conduits, conductors, luminaries, etc., are not to be mounted on BHP&L's poles.
6. 3 foot minimum working space required between electrical meter and any other obstruction attached to the building.
7. Customer has responsibility to provide and maintain a 3 foot clearance from all tree limbs for the electrical overhead service from the pole to the service attachment on the customers building or dwelling.
8. When practical, equipment or other obstructions shall maintain a minimum clearance of 10 feet away from a BHP pole. This includes items such as temporary service pedestals or poles, meter pedestals, communication pedestal, padmount transformers, fences, etc..
9. Grounding requirements:
  - A. Ground wire - No. 6 copper minimum - in separate conduit not in with BHP&L wire..
  - B. Ground rods -- 8' long -- 5/8" ground rod, as per latest issue of N.E.C.
  - C. All ground rods to be installed in undisturbed earth.
  - D. All ground rods to be embedded below permanent moisture level per N.E.C. 250-83.
10. Metering requirements: (Meter furnished by BHP&L)
  - A. All meter cans to be ring-less, not ring type.
  - B. Any commercial use must have bypass handle.
  - C. All UG meter cans must be at least 200 amp as per BHP&L standards and installed level in all directions.
  - D. All OH meter cans must be at least 100 amp as per BHP&L standards and installed level in all directions.
  - E. Meter cans to conform with BHP&L meter bulletin.
  - F. Line side hookup on UG meter cans to be done by BHP&L.
  - G. All meters to be outside of buildings - not inside.
  - H. Meter location must be on the side or front of structures for underground. On the side or rear for overhead. (Side for overhead preferred)
  - I. If self contained meter can is not attached to a building, a service disconnect will be required on the load side or adjacent to the meter can. Both disconnect and wire on the load side will be customer owned.
11. No LB elbows on line side conduit allowed, all corners shall be of the sweep variety.
12. Customer owned guying, when required, to be adequate for wire size and span lengths. See your BHP&L representative for recommendations.
13. Underground services must be covered or back filled before service may be energized.
14. Service addresses shall be clearly marked and posted on the structure or on the meter cans when multi meter banks are installed.

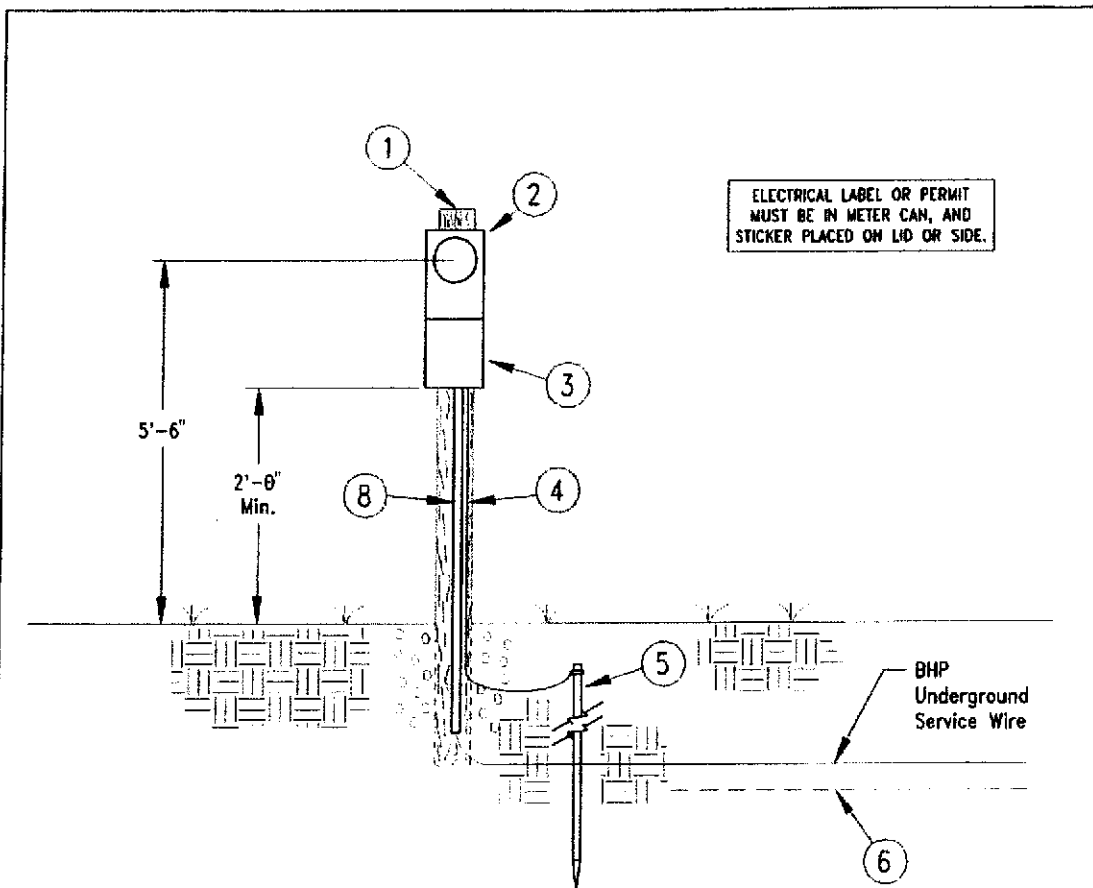
DESIGN.	D.D. / M.W.	PERMANENT SERVICE <b>REQUIREMENTS FOR</b> <b>PERMANENT ELECTRIC SERVICE</b> BLACK HILLS POWER	REV DATE	REV NO.
DR.	K.M./D.C.L.		3/01/87	6
APPROVED BY	DATE		DRAWING NUMBER <b>SV1</b>	



## NOTES:

1. For pedestal detail: see drawing number M13 or U.L. approved, factory made meter/pedestal cabinet with service disconnect. Other designs must be pre-approved by a BHP&L Representative.
2. Meter can must be BHP&L approved ringless type and installed level in all directions. All commercial meter can installations must have a mechanical bypass.
3. Customer disconnect equipment - weather tight - self contained - switch box must be covered when inspected.
  - a) Single Phase - minimum capacity 30 amperes. To maximum capacity of 400 amperes.
  - b) Three phase services over 200 amperes, must be instrument metered.
4. Ground wire - No. 6 copper Minimum.
5. Ground rod -- 8' long -- 5/8" ground rod. A butt wrapped copper ground wire is also acceptable.
6. Trench according to BHP&L specifications.
7. A permit for permanent service or a wiring affidavit approving the service for connection must be obtained before service can be provided.
8. Commercial Service:
  - a) From a pad mount transformer to Customers Service Entrance; Customer will provide all P.V.C. Electrical Conduit (2" Schedule 40 minimum size) which may be required.
9. Commercial/Residential Service:
  - a) All conduits from the meter into the ground must extend to a min. depth of 12" below ground level.
  - b) BHP&L will terminate customers secondary conductors in the transformers and on the line side of the meter can. Prior to being terminated customer/contractor will feed the secondary conductor up through the conduit and leave a minimum of 24" of conductor extending out of the meter can.
  - c) For pole mounted transformer feeding U.G. services BHP&L will provide conductor to customers meter can. BHP&L to provide pole conduit. Customer to provide all other needed conduit.
  - d) If other than 200 Amperes: contact BHP&L Representative.
10. Residential Service:
  - a) Overhead to underground or underground to underground - BHP&L will provide line side conductors, and pole conduit - all other conduit shall be provided by customer.
11. Underground service line must be covered or back filled before service may be energized.
12. See SVI for any other requirements.

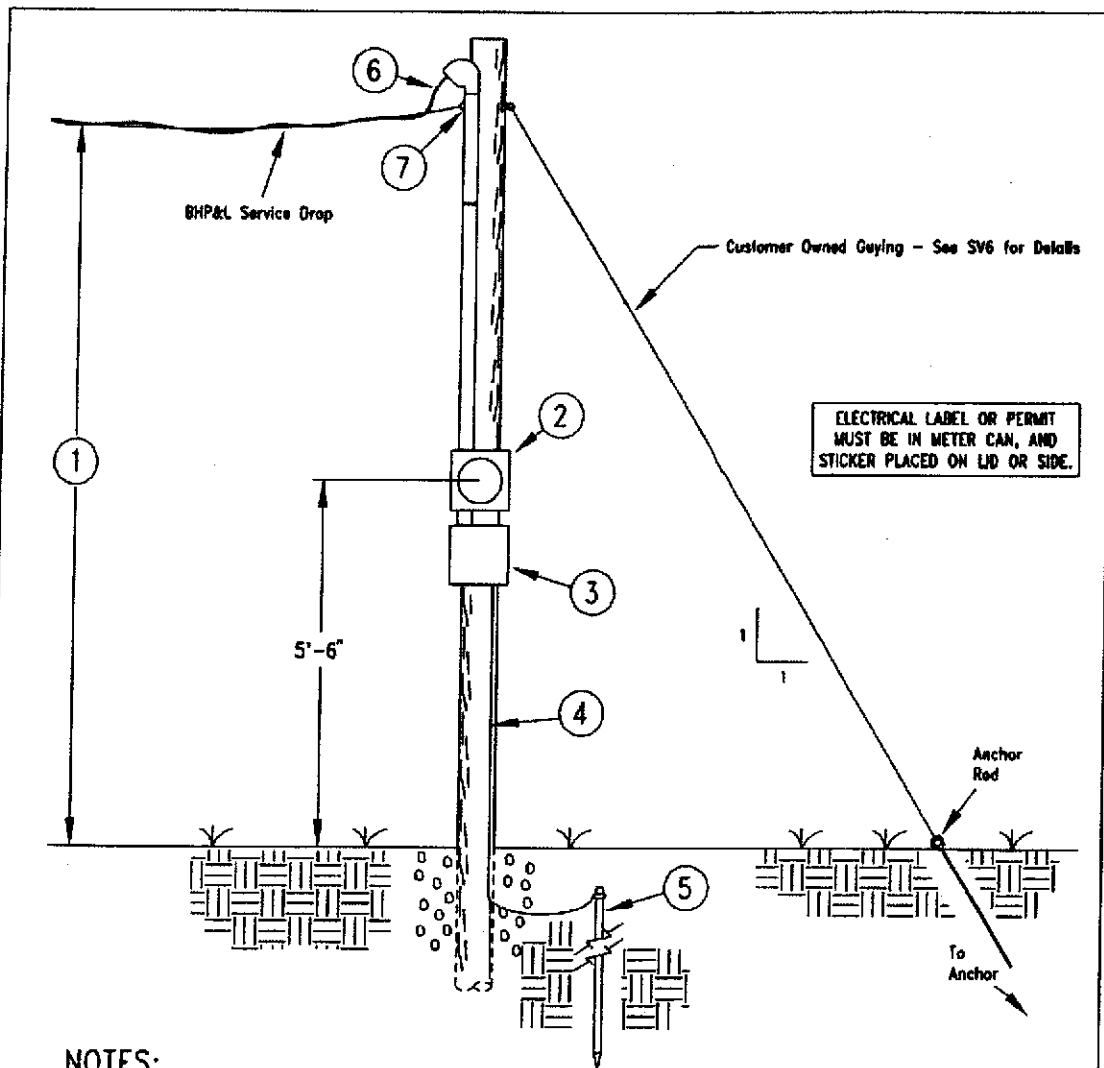
DSGN. D.O. / D.O.	PERMANENT SERVICE	REV DATE 4/22/98	REV NO. 5
DR. K.M./O.C.L.	SELF CONTAINED UNDERGROUND PERMANENT SERVICE	DRAWING NUMBER SV3.1	
APPROVED BY DATE	BLACK HILLS POWER		



## NOTES:

1. Pressure treated 5" x 7" wood post, owned by customer, to be buried 36" in ground.
2. Meter can must be BHP approved and installed level in all directions, Ringless Type.
3. Customer disconnect equipment -- weather tight -- minimum capacity 30 amperes. Switch box must be covered when inspected.
4. Ground wire -- No. 6 copper Minimum.
5. Ground rod -- 8' long -- 5/8" ground rod. NOTE: ground rod is not required if temp. service is adjacent to pad mount transformer where ground lead is provided from BHP transformer.
6. Trench according to BHP specifications.
7. Temporary service charges must be paid and a permit for temporary service or a wiring affidavit approving the service for connection must be obtained before service can be provided.
8. 2" PVC electrical conduit to a depth 12" in ground and conductor with 24" tail out of conduit; provided by customer
9. Underground service line must be covered or back filled before service may be energized.
10. See SV1 for any other requirements.

DSGN. D.C. / D.D.	TEMPORARY SERVICE	REV DATE 1/07	REV NO. 2
DR. K.M./D.C.L.	UNDERGROUND TEMPORARY SERVICE	DRAWING NUMBER	
APPROVED BY DATE	BLACK HILLS POWER	SV6.2	



#### NOTES:

1. a. 14' above finished grade, or from any platform or projection from which conductors may be reached -- 12' if height of attachment will not permit. Pole to be 18' minimum length. 4' in ground.
- b. 18' above residential driveways if height of attachment will permit (14' if not). Pole to be 25' minimum length. 4 1/2' in ground.
- c. 18' over streets, more if practical.
- d. 6" x 6" pressure treated post or a class 6 treated pole. 25' pole should be adequate for most situations.
2. Meter can must be BHP&L approved and installed level in all directions. Ringless Type.
3. Customer disconnect equipment -- weather tight -- minimum capacity 30 amperes. Switch box must be covered when inspected.
4. Ground wire -- No. 6 copper minimum.
5. Ground rod -- 6' long -- 5/8" ground rod. A built wrapped copper ground wire is also acceptable.
6. Minimum conductor No. 8 copper or No. 6 aluminum. Must be 18' in length outside weatherhead.
7. Point of attachment for service must be provided.
8. Temporary service charges must be paid and a permit for temporary service or a wiring affidavit approving the service for connection must be obtained before service can be provided.
9. See SVI for any other requirements.

DSGN.	D.G. / D.D.	TEMPORARY SERVICE		REV DATE	REV NO.
DR.	K.M./D.C.L.	OVERHEAD TEMPORARY SERVICE		8/85	1
APPROVED BY	DATE			DRAWING NUMBER	
		BLACK HILLS POWER		SV6.1	

1. The customer is urged to make early contact with BHP&L for temporary service.
2. The customer is required to pay a standard fee for temporary service. When special construction is required there will be additional charges.
3. An affidavit or city inspection must be obtained before service can be provided.
4. In addition to installation and removal charges, the customer will be required to pay a service charge for each metered connection.
5. Temporary services for construction work must be located where the meter will be protected from mechanical injury and, when practical, a location should be selected that would be usable throughout the construction period. Should relocation of a temporary service become necessary the relocation cost will be the responsibility of the Customer.
6. Overhead temporary service drops shall be supported on BHP&L approved pole or timber and shall be furnished and installed by the Customer. The maximum service drop length from BHP&L's pole to the service depends upon conductor size. Consult with your BHP&L Representative to determine the maximum distance. Temporary service must meet BHP&L Co. standards.
7. Customer-owned metering equipment, switching devices, conduits, conductors, luminaires, etc., are not to be mounted on BHP&L's poles.
8. Customer owned guying, when required, to be adequate for wire size and span lengths. See your BHP&L representative for recommendations.
9. All underground temporary meter loops will be located at the transformer or at the secondary service wire at the lot line. Any variation to this standard; see your BHP&L Representative for recommendations.

DSCH.	O.G./O.D.	TEMPORARY SERVICE REQUIREMENTS FOR TEMPORARY ELECTRIC SERVICE / CONSTRUCTION POWER BLACK HILLS POWER	REV DATE	REV NO.
DR.	K.M./D.C.L.		7/94	6
APPROVED BY	DATE		DRAWING NUMBER <b>SV6</b>	

**NOTICE OF SALE OF  
SURPLUS REAL PROPERTY  
BY THE CITY OF DEADWOOD**

3/16/15  
7A

**Parcel located between Forest Avenue and Selbie Street  
Lot 9 Except N. Triangular Part of Lot 9 Blk P.**

**Property is zoned Residential**

**The City will receive sealed bids with a minimum of \$2,000.00 until 5:00 p.m. on March 16, 2015 and opened that same day at Commission meeting.**

**BIDS WILL BE SEALED AND MARKED "SEALED BID – SURPLUS LAND"**

The City of Deadwood reserves the right to reject any and all bids. Payment must be received by the Finance office within 24 hours of the bid opening. Buyer is responsible for all fees, including recording, drafting of deeds and closing fees. The above described property may be viewed Monday through Friday between the hours of 8 a.m. and 3 p.m. until March 17, 2015. For appointment call Bob Nelson Jr., City of Deadwood Planning and Zoning Administrator, at (605) 578-2082.

3/16/15  
8A

**NOTICE OF PUBLIC HEARING  
DEADWOOD MICKELSON TRAIL MARATHON**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on March 16, 2015 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. consider the following request:

**Sherman Street Parking Lot:**

Requesting use of the Sherman Street Parking Lot on June 6 and June 7, 2015 to be used as the finish line for the Fast 5K, Kids 1K and 2K and Mickelson Trail Marathon.

**Lower Main Parking Lot:**

Requesting use of the Lower Main Street Parking Lot on June 7, 2015.

**Days of 76 Rodeo Grounds:**

Requesting use of the Days of 76 Rodeo Grounds parking area from 5:00 a.m. to 3:00 p.m. on June 7, 2015 to allow privately hired buses to pick up and transport contestants to the starting and finishing lines for the event.

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

Dated this 2nd day of March, 2015.

CITY OF DEADWOOD



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

Publish: B.H. Pioneer: March 5, 2015

For any public notice that is published one time:

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

3/16/15  
JB

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held March 16, 2015 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. consider the following requests:

**OPEN CONTAINER REQUEST:**


Friday April 10, 2015: 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 Sherman Street from 5:00 p.m. to 10:00 p.m.

Saturday April 11, 2015: 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 Sherman Street from 11:00 a.m. to 10:00 p.m.

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

Dated this 2nd day of March, 2015.

CITY OF DEADWOOD

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

Publish BH Pioneer: March 5, 2015

For any public notice that is published one time:

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

3/16/15  
80

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on March 16, 2015 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. consider the following request:

Public hearing to discuss allowing snowmobile access from Walnut Street to the Sherman Street Parking Lot for mixed use trail to include snowmobiles and walkers, grooming of the snow on the trail from Walnut Street to Sherman Street Parking Lot from December 15 through March 15.

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

Dated this 2nd day of March, 2015.

CITY OF DEADWOOD

  
Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer: March 6, 2015

For any public notice that is published one time:

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

3/16/15  
9A  
ATV Rally  
next page

**Deadwood Safety Meeting**  
January 29, 2015

**ROLL CALL**

Mr. Bob Nelson, Sr. called the January 29, 2015 meeting of the City of Deadwood Safety Committee to order at 9:00 a.m. in the Century Room in City Hall. Present were Jeanette Chaney-Moodie, Ron Green, Ken Hawki, Tom Kruzel, Albert Kryger, Kevin Kuchenbecker, Ronda Morrison, Trent Rachetto, Randy Pfarr, Chuck Turbiville, and Trent Mohr. Absent were Bill Burleson, Kelly Fuller, Bob Nelson, Jr., Mary Jo Nelson, and John Tridle.

**APPROVAL OF MINUTES**

Mr. Tridle moved to approve the minutes from December 18, 2014 meeting. Mr. Hawki seconded. The motion carried unanimously.

**NEW BUSINESS**

*3 WHEEL MOTORCYCLE RALLY (JULY 16-19)*

Mr. Nelson, Sr. introduced Terry Sanke who discussed the 3 Wheel Motorcycle Rally. Mr. Sanke said they are looking at the third Thursday through Sunday of each year. Deadwood Mountain Grand and First Gold are the main sponsors. He said it consists of registration at the Rodeo Grounds on Thursday, a barbeque that night, a continuation of registration on Saturday, and a historic tour. They are using the Past Port to try to retain them in Deadwood. There is a Southern Hills tour on Friday. There is a ride to Devil's Tour on Saturday. They plan on being out of the establishment by noon on Sunday. They are optimistically expecting 150 to 200 people, realistically 100-150. They would like to do a show and shine on Main on Saturday. Mr. Nelson, Sr. asked if they are requesting a street closure on Saturday. Mr. Sanke said they are. Mr. Nelson, Sr. asked about the Days of '76 and the date conflict. Mr. Sanke said they plan to be gone by 10:00 on Friday and Saturday for their rides and 12:00 on Sunday. He does not think they will be blocking traffic or parking for the competitors. Mr. Kryger asked if the setting up of the chutes would affect them and Mr. Sanke said it should not. He also clarified that the area would not need to be rolled or packed. He said the barbeque would be held around the ticket booth area. Mr. Nelson, Sr. asked if it would be an issue to have it on the Days of '76 museum lawn. Mr. Sanke said it could be a possibility. He said they will have a few vendors coming in, but they should not impede traffic. They will not be requesting open container. Mr. Kruzel expressed concern with disrupting the rodeo, which takes precedence. He does not want to turn contestants away if they arrive early. Mr. Kryger thought that if they got out by Sunday at noon, they should be ok. Mr. Nelson, Sr. asked Mr. Roberts when his concessionaires normally begin arriving. Mr. Roberts said they normally come Sunday and Monday because they start Tuesday morning. He said that he and Mr. Sanke spoke about the issue in length and

the Days supports the event. What concerns them is the fact they want to make it an annual event with those date. They conceded this year because they already have everything arranged. If they want to do it annually on that date and it grows, it will become an issue. Mr. Sanke said they would never have activities on Sunday it will just be cleanup. He said they could also consider a different date for future years that would be better. He also said if it grows, It will more than likely be across the town, not just in the arena. Mr. Green asked if this would just be a registration and gather area. Mr. Sanke said that is correct. Mr. Green asked what they are expecting of the City. Mr. Sanke said they are doing their own cleanup, setup, and security. Mr. Pfarr asked if they would barricade the street off like they do on Kool Deadwood Nites. Mr. Sanke said it is exactly the same. They would like it closed from Lee to Deadwood. Mr. Green clarified if there is flexibility in the future for the dates. Mr. Sanke said there is. Mr. Kuchenbecker asked if the main gate would be open to the public to access the museum. Mr. Sanke said it would. Mr. Hawki moved to approve and Mr. Kuchenbecker seconded. The motion carried unanimously.

#### *APEX 1996 (JULY 29- AUGUST 7, AUGUST 9-10)*

Mr. Thomas Merritt introduced himself and went into his background. He discussed the future of Deadwood and that he is planning for the 100<sup>th</sup> Sturgis Motorcycle Rally. He said he would like to do a concert series with various vendors. He also said he would like to move some of Sturgis to Deadwood. The committee expressed several concerns, the main one being taking Sturgis away from Sturgis and the type of people that come with it. They also expressed concerns with the vagueness of the event application and the size of Deadwood. Mr. Nelson, Sr. said Mr. Merritt is currently looking for a commitment of dates. Mr. Kruzel suggested that Mr. Merritt work with the Chamber because they are the main coordinators of the events. It was moved to reserve the dates with a deposit by Mr. Kruzel and seconded by Mr. Kuchenbecker. The motion carried unanimously.

#### *ATV RALLY 2015 (MAY 11-17)*

Mr. Nelson, Sr. introduced Mr. Ken Hall. Mr. Hall explained the event is in conjunction with the ATV Rally. It will be Saturday and Sunday. They are requesting use of the Rodeo Grounds to hold a race. They will import dirt to build the track. He said they would not be building large jumps, but it is an AMA series race. It will be a pro only race. They will have an amateur and youth race, but it will be from crowds they draw locally. Marketing will begin Friday with 18 to 20 pros. They will follow the Sno-Cross itinerary very closely, so we can expect a similar agenda. They will have local radio do promotions. He said they would import 80 to 100 yards of dirt and then remove it when they are completed. Mr. Hall said they would do their own hauling and removing of dirt. Mr. Hall said he would coordinate with Mr. Kryger when building a track. Mr. Kryger asked if they would be able to remove the dirt without disturbing the sand from the rodeo grounds. Mr. Hall said they will basically be just laying it down and then taking it out when completed. They will have someone haul it in, they will build the track, and then they will

remove it. Mr. Kryger asked Mr. Roberts if he thought there would be an issue with bringing dirt in. Mr. Roberts said he liked the idea of it being clump less because they just hauled new sand last year. Mr. Kryger said that if some would have to be skidded out, it would have to be replaced. Mr. Hall said that if there were any issue, he would easily have Centennial bring sand in, to the proper specs, as replacement. Mr. Hall said there should be no surface damage. They are going to avoid mixing the dirt with the sand. Mr. Hall said they do not want to handle the alcohol. They would like the Chamber to do that. They would like to control some of the vending, as it is important to the sponsors. Mr. Hall said they would like to have the food vending, also. Mr. Nelson, Sr. said he does not know of an ATV Rally that the Chamber has ever put on. Ms. Anderson said they have never had an event like that. Mr. Hall clarified that he is referring to the Sno Cross. Mr. Rachetto asked about the dates and if the weather is uncooperative. Mr. Hall said they would have to bite the bullet. Mr. Kruzel said if we have a wet spring, the arena will not pack. He asked how Mr. Hall would keep the dirt from mixing with the sand. Mr. Hall said they would lay plywood. Mr. Kruzel clarified, asking Mr. Hall if they would underlay the entire arena with plywood. Mr. Hall said they would because that would be the best option. Mr. Kruzel said he is concerned if it rains after the dirt has already been laid, because it will then mix with the sand. Mr. Kryger said there would be some change out if it rained. Mr. Hall said they would repair the sand if that were the case. Mr. Nelson, Sr. asked if there were any requirements from the City. Mr. Hall said they will be covering the ambulance and they have their own insurance. They will also be providing security. Mr. Hall again stressed that he would replace the sand if it was damaged. He also stated they would get dirt that is very fine grain. Mr. Kryger moved to approve and Mr. Pfarr seconded. The motion carried unanimously.

#### *DAYS OF '76 STEER ROPING CHANGE OF DATES (AUGUST 28-30)*

Mr. Roberts said they will have the same events, just consolidated. The Steer Roping finals will be on Friday and Saturday and Sunday will be reserved for the professionals. They anticipate 120 teams. Mr. Hawki moved to approve and Mr. Kruzel seconded. The motion carried unanimously.

#### *ST. PATRICK'S DAY (MARCH 13-14)*

Ms. Anderson requested a street closure on Saturday from Wall to Deadwood from 2:30 p.m. to 6:00 p.m. She also requested a street closure on Saturday from Four Aces to Pine from 6:45 p.m. to 8 p.m., including side streets. Ms. Anderson requested open container on Friday in zone one and two from 5:00 p.m. to 10:00 p.m. and Saturday from 12:00 p.m. to 10:00 p.m. She also requested the waiver of banner fees. The Chamber will need the City to set up the barricades and fencing for the parade on Saturday. Ms. Anderson said nothing has changed from last year. Mr. Hawki moved to approve and Mr. Green seconded. The motion carried unanimously.

#### ***EASEMENT FOR DMG SNOWMOBILES***

Mr. Nelson, Sr. said he sent a copy to all department heads. He noticed that there were no dates included in the easement and feels that they should be in there. Mr. Kruzel suggested creating a speed limit for the trails.

#### ***EMPLOYMENT ORIENTATION FORM***

Mr. Nelson, Sr. thought Ms. Morrison and the department heads would need to be involved with developing the orientation. Mr. Hawki asked if it needed to be done every time a new employee was hired or if it could be done as a group. Mr. Nelson, Sr. said he would look more into that. He asked Ms. Morrison to take the lead in developing the form.

#### **UNFINISHED/TABLED ITEMS**

##### **OLD BUSINESS**

##### **MISCELLANEOUS**

Mr. Nelson, Sr. said he will be sending out a flyer for the Blood Born Pathogen class that will be coming up.

Mr. Kryger said he would like to make the first five spots in the Rodeo Grounds permanently set as handicapped spots so everyone becomes familiar with it. They are commonly used as the handicapped spots for events. Mr. Nelson, Sr. said he would bring it up with Parking and Transportation.

#### **MEETING ADJOURNMENT**

With nothing further to come before the Safety Committee, Mr. Nelson, Sr. entertained a motion of adjournment. Mr. Green moved to adjourned and Mr. Hawki seconded. The motion carried unanimously.

Respectfully submitted,  
Caitlyn Engebretson, Recording Secretary

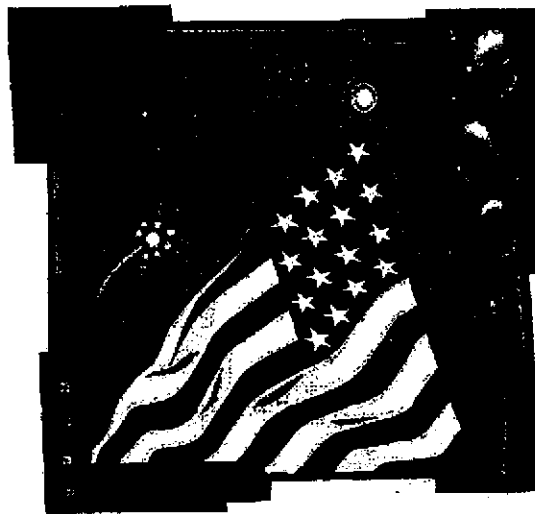
The next Safety Committee meeting will be held Thursday, February 26, 2015, at 9:00 a.m. in the Century Room in City Hall.

3/16/15  
RECEIVED DEC 22 2014

# City of Deadwood

## Special Event Permit Application and Facility Use Agreement for

ATV RALLY 2015



### Instructions:

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

# EVENT INFORMATION

## Type of Event:

- ☐ Run    ☐ Walk    ☐ Bike Tour    ☐ Bike Race    ☐ Parade    ☐ Concert  
☐ Street Fair    ☐ Triathlon    ☒ Rodeo Ground Use    ☐ Pavilion Use  
☐ Other (specify) ATV RALLY & RACE

Event Title: EDT/ATV CHAMPIONSHIP SERIES RACE

Event Date(s): 5-16 & 17, 2015 Total Anticipated Attendance: 5000  
(month, day, year)

(# of Participants 200+ # of Spectators 4800)

Actual Event Hours: (from): 11:00 AM BOTH DAYS (to): 8:15 PM

Location / Staging Area: DAYS OF '76, RODEO GROUNDS

Set up/assembly/construction Date: 5-11, 12, 13, 14, 15, 2015 Start Time: 7:30 PM  
END WORK DAYS 4PM

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

SET UP SAFETY BARRIERS ON TRACK, HAY BALES, BANNERS  
ANNOUNCING EQUIP, BAND LOCATIONS, VENDOR AREAS, DIRT TRACK

Dismantle Date: LATE 5-17 4:30 AM Completion time: 5-18, 7:30 AM PM  
TO 7:30 PM

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

N/A

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

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

Sponsoring Organization: PRINCE-HALL PROMOTIONS

Chief Officer of Organization (NAME): GARY PRINCE & KENNY HALL

Applicant (NAME): KENNETH R. HALL Business Phone: (307) 281-6047

Address: 10 RODEO ST. DEADWOOD SD 57732  
(city) (state) (zip code)

Daytime phone: (307) 281-6047 GARY'S Evening Phone: (605) 490-6246 Fax #: ( ) N/A

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

Name: N/A

Address: \_\_\_\_\_

Contact person "on site" day of event or facility use KENNY HALL GARY PRINCE 307-281-6047  
(city) (state) (zip code)  
 Pager/Cell #: 605-490-6246  
 (Note: This person must be in attendance for the duration of the event and immediately available to city officials)

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

## FEES/PROCEEDS REPORTING

NO

YES



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



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

ADMISSION \$20, PRT PASS \$15, VIP PASS \$30, RACE ENTRY \$100, \$85, 40

VENDORS - PER RODEO GROUNDS REQUIREMENTS

OVERALL EVENT DESCRIPTION:

ROUTE MAP / SITE DIAGRAM / SANITATION

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

ATV RALLY & RACES MAY 16 & 17 2015 SEE ATTACHED

REQUEST USE OF RODEO GROUNDS - MAY 11TH THRU 15TH FOR  
PREPARATION, RACE DAYS 16TH & 17TH  
PARKING, CONCESSIONS, BATHROOMS.

REQUEST CITY'S HELP WITH HAULING 50 TO 60  
CU YDS. OF CLEAN DIRT TO RODEO GRNDS TO BUILD TRACK.  
ALSO ASKING FOR 1 WATER TRUCK TO PROVIDE WATER  
FOR RACE TRACK CONDITION & DUST CONTROL

REQUEST TO WAIVER BANNER FEES AS MOST BANNERS  
WILL BE FOR CITY SPONSORS OR CITY BUSINESSES  
AND THEY WILL BE RECEIVING DISCOUNTS FROM  
PROMOTERS TO HANDLE AND DISPLAY BANNERS.

# OVERALL EVENT/FACILITIES RENTAL DESCRIPTION (CONTINUED)

NO YES

☐ ☒ Does the event involve the sale or use of alcoholic beverages? If YES, please provide your liquor liability insurance information to the last page of this application.

☐ ☒ Will items or services be sold at the event? If YES, please describe:

VENDORS - FOOD, DRINK, SOME SOFT GOODS

☒ ☐ Does this event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route, indicating the direction of travel and provide a written narrative to explain your route.

☐ ☒ Does this event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

In addition to the route map required above, please attach a diagram showing the overall lay-out and set-up locations for the following items:

➤ Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas ✓ - VENDOR AREA

➤ Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: BY VENDORS WITH

FOOD WAGONS OR PROTECTED AREA SUCH AS TEMP STANDS

If you intend to cook food in the event area, please specify the method to be used:

✓ GAS ✓ ELECTRIC     CHARCOAL     OTHER (specify):    

➤ First Aid Facilities and Ambulance locations. - WILL PROVIDE

➤ Tables and Chairs. - VENDORS TO PROVIDE

➤ Fencing, Barriers and / or Barricades. - ONLY ON THE RACE TRACK.

➤ Generator Locations and / or Source of Electricity. PITS VEHICLES WILL HAVE GENERATORS JUST LIKE SNOCCROSS, ALL OTHER FROM RODEO GRANDS

➤ Canopies or Tent Locations. - PIT AREA

➤ Booths, Exhibits, Displays or Enclosures. - PIT AREA

➤ Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures. - AT SOUTH END OF TRACK

➤ Vehicles and / or Trailers. - PIT AREA

➤ Trash Containers and Dumpsters. - NEAR STANDS AND VENDORS AND PIT AREA.

(NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition.

Number of trash cans: 7 TBD Trash Containers w / lids: 10

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility:

LOCAL NON-PROFIT GROUP

➤ Other Related Event Components not covered above.

➤ For Pavilion Use or Days of 76 Complex, please complete information on page 5:

# ADDITIONAL INFORMATION REQUIRED FOR FACILITIES USE

1. Date / Time requested for set up or preparation of facility: MAY 11TH - 15TH 7:30AM - 4:30PM
2. Date / Time clean up and restoration of facility will be completed: PART ON 5-17 & COMP. 5-18 7:30PM

3. Please indicate facilities requested for use:

NO	YES		NO	YES	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bleachers / 76 Complex	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Restrooms / 76 Complex
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Grandstand / 76 Complex	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stock corrals / 76 Complex
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arena / 76 Complex	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lighting / 76 Complex LIMITED
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Baseball Field / 76 Complex	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arena parking lot / Complex 76
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electrical Hookup / 76 Complex	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pavilion Use (If YES, please complete Agreement on pages 9 through 11.)			

4. Please indicate city services requested:

NO	YES	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Preparation ( if yes, complete detail in # 5 below)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Clean up ( if yes, complete detail in # 6 below)

5. Please describe preparation or set-up required for your activity in detail: HAULING CLEAN DIRT TO ARENA AREA TO BUILD TRACK, 56 TO 60 C.J. YDS. PROVIDE ONE WATER TRUCK W/DRIVER FOR TRACK CONDITIONING AND DUST CONTROL ON MAY 16TH & 17TH. NEED TRUCK TO HAUL DIRT AWAY FROM ARENA ON MAY 18TH.

6. Please give a detailed description of clean up and restoration of facility to its pre-use condition:

LOCAL NON-PROFIT GROUP TO HELP. HAUL TRASH AWAY, SWEEP ALL AREAS THAT NEED IT, CLEAN RESTROOMS, AND HAUL IMPORTED DIRT AWAY TO LEAVE FACILITY BETTER THAN WE FOUND IT.

**SAFETY/SECURITY/ACCESSIBILITY**

Please describe your procedures for both Crowd Control and Internal Security: \_\_\_\_\_

BADLANDS SECURITY

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

WILL PROVIDE PARKING AREA.

**REQUIRED: It is the applicant's responsibility to comply with all City, County, State and Federal Disability Access Requirements applicable to this event.**

NO YES

☐☒

Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: BADLANDS SECURITY

Security Organization Address: 1120 NATIONAL ST.

BELLE SD 57717-2119  
(city) (state) (zip code)

Security Director (Name): TBD Business phone: 605-210-1780

☒☐

Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators:

SUNSET IS 8:15pm ON MAY 16TH 2015. RACING  
WILL NOT CONTINUE PAST THAT TIME.

Please indicate what arrangements you have made for providing First Aid Staffing and Equipment?

Number 1 Ambulance(s) – How provided? LEAD/DEADWOOD HOSP.

Number 2 Emergency Medical Technicians – How provided? WITH AMBULANCE

APPLICANT specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located in or stored in or upon DEADWOOD's property pursuant to the activity for which approval is being sought and that DEADWOOD shall not be responsible for any damage or loss to or of APPLICANT's property which results from any cause or reason with regard to personal property owned by APPLICANT stored or located on DEADWOOD's property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with Initial: KRA

APPLICANT agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money which DEADWOOD might have to pay to any person as a result of property damage, personal injury or death resulting from APPLICANT's use of the City property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: KRA

#### WARNING - IF RODEO GROUNDS USED

Under South Dakota law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to § 42-11-2.

NO HORSES TO BE USED WITH OUR EVENT.  
Acknowledge acceptance with initial: KRA

#### PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event:

CHAMBER WILL NOTIFY

#### ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

- ☐ ☒ Are there any musical entertainment features related to your event or facilities rental? If YES, please state the number of bands and type of music.

Number of Stages: 1 Number of Bands: 1

Type of Music: CLASSIC ROCK & COUNTRY

- ☐ ☒ Will sound amplification be used?  
If YES, please indicate: Start Time: 11am ☒ AM ☐ PM - Finish Time: 8pm ☐ AM ☒ PM

- ☒ ☐ Will sound checks be conducted prior to the event?  
If YES, please indicate: Start Time: \_\_\_\_\_ AM / PM - Finish Time: \_\_\_\_\_ AM / PM

Please describe the sound equipment that will be used for your event:  
STANDARD ANNOUNCING EQUIP TO BE HEARD  
CLEARLY WITH IN THE ARENA AREA

- ☒ ☒ NA  
Will any fireworks, rockets or other pyrotechnics be used? If YES, please attach a copy of your permit (issued by the State Fire Marshall's office) to this application.

- ☐ ☒ Will any signs, banners, decorations or special lighting be used? If YES, please describe: REQUEST TO WAIVER BANNER FEES  
NO SPECIAL LIGHTING NEEDED

#### PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

- ☐ ☒ Will this event be promoted, advertised or marketed in any manner? If YES, please

describe: LOCAL MEDIA, CHAMBER WILL NOTIFY  
AS THIS IS AN AMA SANCTIONED RACE THE  
AMA WILL ALSO ADVERTISE IT.



☐ Will there be any live media coverage during your event? If YES, please explain: \_\_\_\_\_



Applicant acknowledges and agrees to allow the City to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the Calendar of Upcoming Events in the City of Deadwood. If you have a home page and want us to link with our Calendar, please provide the Internet address for your homepage:

WE WILL PROVIDE WEBPAGE LINK FOR EDT/ATV RACING  
AND THE AMA IN THE NEAR FUTURE.

Refer all event public inquiries and / or media inquiries for this event to:

NAME: KENNETH R. HALL PHONE: 307-581-6047  
4KHMOTORSPORTS@GMAIL.COM

### INSURANCE REQUIREMENTS

REQUIRED: Insurance for your event will be required before final permit approval.

OUR INSURANCE WILL BE PROVIDED THRU THE AMA FOR \$2 MILLION COVER  
Name of Insurance Company: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

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

THE CITY WILL BE NAMED AN ADDITIONAL INSURED.

For final permit approval, you will need commercial general liability insurance that names "the City of Deadwood, its officers, employees and agents" as an additional insured. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact the Finance Office at (605) 578-2600 - Fax # (605) 578-2084.

The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.

\* THIS EVENT HAS TO BE APPROVED BEFORE AMA WILL WRITE US A POLICY  
LIQUOR LIABILITY INSURANCE

REQUIRED: This insurance coverage is required if you are planning to sell alcoholic beverages at your event or facilities rental.

ALCOHOL INSURANCE WILL BE PROVIDED UPON LIQUOR LIC APPROVAL & BEFORE EVENT  
Name of Insurance Company: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Address: \_\_\_\_\_

Please obtain the required insurance and mail an original insurance certificate to: City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732. CITY WILL HAVE INS. CERT. SENT DIRECTLY

## AFFIDAVIT OF APPLICANT

**ADVANCE CANCELLATION NOTICE REQUIRED:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): KENNETH RAY HALL Title: CHIEF PROMOTIONS OFFICER

  
(signature of Applicant / sponsoring organization)

Date: Dec 19, 2014

  
(signature of Professional Event Organizer  
or Renter of City-owned Facilities)

## DEADWOOD CITY PAVILION RENTAL AGREEMENT

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the City of Deadwood, hereinafter referred to as "DEADWOOD" AND \_\_\_\_\_ hereinafter referred to as "RENTER."

The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD rents to RENTER to use the Deadwood Pavilion hereinafter referred to as the "PAVILION" owned by the City of Deadwood.

Upon the terms and conditions hereof, DEADWOOD grants and RENTER accepts a non-assignable right for the RENTER to use and occupy the PAVILION in the City of Deadwood.

The following additional terms and conditions are to be met:

1. The rental fee shall be Two Hundred Dollars (\$200) per day plus a Two Hundred Dollar (\$200) cleaning / damage deposit unless waived by the City Commission;
2. The RENTER shall be responsible for cleanup of the building and grounds;
3. The RENTER should make arrangements with the Public Works Director for a walk-through of the PAVILION prior to use;

## 76 RODEO GROUNDS COMPLEX RENTAL AGREEMENT

This Agreement dated this 19<sup>th</sup> day of Dec. 19, 2014, by and between the City of Deadwood, hereinafter referred to as "DEADWOOD" AND PRINCE - HALL PROMOTIONS hereinafter referred to as "RENTER."

The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD rents to RENTER to use the Deadwood 76 Rodeo Grounds complex hereinafter referred to as the "RODEO GROUNDS" owned by the City of Deadwood.

Upon the terms and conditions hereof, DEADWOOD grants and RENTER accepts a non-assignable right for the RENTER to use and occupy the RODEO GROUNDS in the City of Deadwood.

The following additional terms and conditions are to be met:

1. The rental fee shall be Five Hundred Dollars (\$500) per day if said RENTER is charging the general public an admission fee to the RODEO GROUNDS and event is a for profit event;
2. The RENTER shall pay a One Thousand Dollar (\$1,000) cleaning/damage deposit unless waived by the City Commission;
3. The RENTER shall be responsible for cleanup of the grounds;
4. The RENTER should make arrangements with the Public Works Director for a walk-through of the RODEO GROUNDS prior to use;
5. The RENTER shall provide proof of liability insurance in the amount of at least one million dollars (\$1,000,000.00) showing city of Deadwood as additional insured prior to use of facility.
6. The cleaning/damage deposit shall be received by the City Finance Officer at least thirty (30) days before the rental date, unless otherwise agreed to. If the grounds are cleaned properly and pass City inspection, the deposit amount will be returned to the RENTER after 12:00 PM the day after the rental or Monday after 12:00 PM if rental is on a weekend. If the grounds were not cleaned to the satisfaction of the Public Works Director, or there are damages to the facility, equipment or surrounding grounds, part of all of the deposit will be forfeited. All costs are at the discretion of DEADWOOD.
7. RENTER specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located in or stored in or upon DEADWOOD'S property pursuant to this Agreement and that DEADWOOD shall not be responsible for any damage or loss to or of RENTER'S property, which results from any cause or reason with regard to personal property, owned by RENTER stored or located on DEADWOOD'S property pursuant to this Agreement.

8. Further, RENTER agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money, which DEADWOOD might have to pay to any person as a result of property damage, personal injury, or death resulting from RENTER'S use of the rodeo grounds pursuant to this Agreement.
9. RENTER agrees to be solely responsible for the security and enforcement of all the rules and regulation contemplated under this Agreement.
10. RENTER shall abide by all local ordinances as well as state and federal laws. RENTER shall not permit consumption, mixing, or sale of alcoholic beverages on the premises, except and unless they have prior approval by the City Commission. Under no circumstances will such approval constitute authority for the sale of alcoholic beverages except as provided by law. A fee of Fifty Dollars (\$50) for first day and Twenty-five Dollars (\$25) each additional day is required prior to approval.
11. All potential vendors intending on doing business within the Rodeo Grounds Complex must submit an application to the City of Deadwood Planning and Zoning Department a minimum of 60 days prior to the proposed vending activity. Vending permits are valid for 14 consecutive days. Application must be accompanied by the \$750.00 fee for outdoor vending or \$250.00 for indoor vending, proof of a South Dakota Sales Tax License, and a \$500.00 bond. The bond will be held until the end of the vending activity if no damages to the property have occurred and the site has been cleaned up. Vendor fees shall be paid by cash, cashier's check or money order only. All proposed signage must be submitted as well at the time of application for vending. Failure to obtain a license as required by the City of Deadwood or any other violations may be punishable by the maximum fine and jail as prescribed for Class 2 misdemeanors under South Dakota law for each offense. Each day of operation without such a license or without compliance with the terms of this chapter shall be deemed a separate offense.
12. At the end of the rental period RENTER shall be responsible for removing all personal items and for making sure the grounds are picked up and clean.

I, RENTER, have read the Rental Agreement Rules and Regulations pertaining to the use of the above described facility and agree to be responsible for compliance with such rules and to assume responsibility for any damages and/or maintenance costs. Furthermore, I hereby waive any and all damages against DEADWOOD relating to the rental of the facility. I am requesting the RODEO GROUNDS on MAY, 2015 from 5-16 AM/PM to 5-17 ~~TH~~, 2015 AM/PM. PLUS 5 PREVIOUS DAYS FOR PREPARATION

RENTER

KENNETH R. HALL PRINCE - HALL PROMO.  
By: Kenneth R. Hall

Dated this 19TH day of DEC, 2014

DEADWOOD

By: \_\_\_\_\_  
City Finance Officer

The EDT/ATV Championship Series race, sanctioned by the AMA, to be held at the Days of 76, Rodeo Grounds on May 16<sup>th</sup> and 17<sup>th</sup>, 2015, is a Professional AMA series that races 4 wheel quads on a closed course. The professional grade vehicles are valued at as much as \$50,000 each, and our race will have a very large depth of field of participants as the overall Pro purse will be the largest they compete for at any event. There may be as many as 100 Pros, and 100 Pro/Am racers, along with 50 to 60 Amateurs/Novices, and Youth class racers. This race will draw Pro racers from as far as New York state.

We will be constructing a Pro length closed race course in the arena area, with protective plywood on the metal pole fence dividing the arena from the Westside grandstands, and race lanes separated by hay bales and dirt berms. Each turn in the course will be constructed with graduated berms. The start lane will be just inside the gate area at the north end of the arena.

The pit area will take up the paved part of the lot surrounding the Football/Soccer field. Also, a flat bed trailer will be placed along the south side edge of the Football field, in line with the 50 yard line, for a band stand. That will be the easiest and fastest band stand to install and remove.

The Vendor area will be in the traditional areas, as other events, along the north side of the Rodeo arena, along with alcohol and beer sales booths, Also food vendors will take up the traditional areas, as other events, inside and under the west side grandstands.

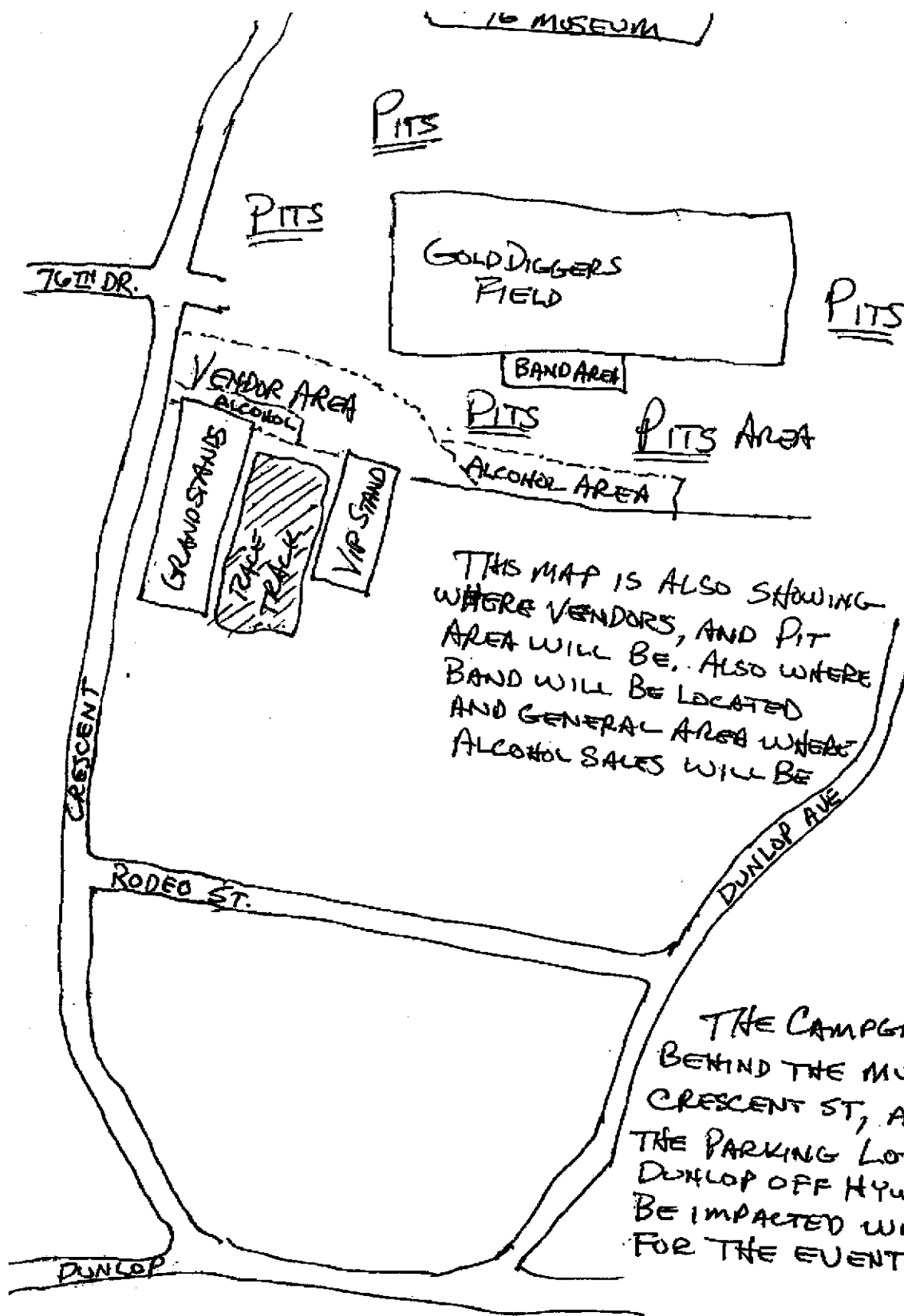
As the City will sell Reserved VIP, VIP and General admission tickets for us throughout months leading up to the event on their webpage, we will provide an audited amount of armbands, issued to those ticket holders. The armbands are intended to control and denote VIP and General admission tickets that include the Special Pit pass that allow attendees to attend a special gala tailgating party on Saturday, May 16<sup>th</sup>, night, that includes a live band. All VIP tickets will include the Special Pit Pass in the VIP

purchase price. General admission will not include the Pit Pass, however, it can be purchased separately at the gate, as any additional unsold tickets can be purchased. The Promoters, Prince-Hall, will provide limited free drinks and limited free food at the Tailgate party, controlled by the armbands. The Tailgate party will include free access to the pit area and interaction between the attendees, and the race teams.

On Friday, we will have several events lined up for the Pro racers, where we will have meet and greets at Casinos and Hotels, plus the City will hold a mixer at the 76 Museum Friday night for the Pro racers and EDT/ATV series officials to mix with dignitaries of Deadwood City and businesses. All pre-registered racers will participate in the City's ATV Rally parade on Saturday morning and we will make provisions for Rally goers to participate in a special Novice and Youth race as an on track intermission show on Saturday. This will be a "Race What You Brought" event, as long as the participants can meet AMA regulations for safety, such as a Helmet, Googles, Gloves, and high top leather shoes. No soft sport shoes or oxford type leather shoes would be allowed.

Sunday we will start racing as soon as the City has concluded their ATV Rally poker run, time TBD. We will not race any Amateur/Novice or Youth races on Sunday, Pros only. Racing will conclude no later than 3:30pm on Sunday as we want the teams to have time to load up and start vacating the pit area by 4:30pm so we can start clean up and continue with cleanup until about 7:30 – 8:30pm. Cleanup will continue on Monday until done. The imported dirt for the track may take an additional day to properly remove, however, all other parts of the facility will be sparkling clean by Monday evening. We plan to use a non-profit group to help us.

I hope this describes what we want to do with this event and we have a request with the City to let us know if there is anything else we can do to help them make this new event, the First Annual Deadwood ATV Rally, a smashing success.



THIS MAP IS ALSO SHOWING  
WHERE VENDORS, AND PIT  
AREA WILL BE. ALSO WHERE  
BAND WILL BE LOCATED  
AND GENERAL AREA WHERE  
ALCOHOL SALES WILL BE

THE CAMPGROUND  
BEHIND THE MUSEUM,  
CRESCENT ST, AND POSSIBLY  
THE PARKING LOT SOUTH OF  
DUNLOP OFF HWY 85 MAY  
BE IMPACTED WITH PARKING  
FOR THE EVENT.

DEC 19, 2014 *Kenneth R. Hall*

3/16/15

10A

**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 to preserve and protect Deadwood's Historic Resources, 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:

- 17.68.010 Historic overlay zone.
- 17.68.020 Historic preservation commission.
- 17.68.030 Historic district commission.
- 17.68.040 Rules of procedure.
- 17.68.050 Criteria for issuance of certificates of appropriateness or project approvals.
- 17.68.060 Procedures for issuance of certificates of appropriateness and project approvals.
- 17.68.070 Unreasonable economic hardship.
- 17.68.080 Appeals.
- 17.68.090 Minimum maintenance requirements.
- 17.68.100 Demolition by neglect.
- 17.68.110 Public safety exclusion.
- 17.68.120 Enforcement and penalties.
- 17.68.130 Appropriations.
- 17.68.140 Title to property acquired.
- 17.68.150 Project review by state.

**17.68.010 Historic overlay zone.**

A. Purpose. An historic overlay zone is established for the purpose of the protection of the historical resources of the city. Any development within such zone shall comply with the provisions of this chapter.

B. Boundaries. The boundaries of the historic overlay zone are indicated on the zoning map under DCO 17.12.010 and follow the boundaries of the federally designated Deadwood National Historic Landmark District which are defined as the 1981 Deadwood City limits and its environs.

**Comment [KK1]:** Reference to map under zoning code

**Comment [KK2]:** Proposed changes are to clarify the boundaries

40 C. Planning Units.

- 41 1. The historic overlay zone is comprised of a series of planning units, indicated on the  
42 zoning map under DCO 17.12.010.

Comment [KK3]: Reference to map under zoning code

43 The planning units are based on historical development patterns. The historic  
44 preservation commission provided for herein, shall initiate a thorough investigation of  
45 each planning unit, and may develop design review guidelines specific to each unit. Such  
46 guidelines may be consistent with local, state and federal guidelines and regulations,  
47 including, but not limited to, building safety and fire codes and the Secretary of the  
48 Interior's Standards and Guidelines for Archeology and Historic Preservation;

- 49 2. Except in Planning Unit 4 where a certificate of appropriateness is required, no person  
50 shall commence any undertaking or project, as defined in Section 17.08.010 of this title,  
51 affecting any building, structure or historic resource without approval of such  
52 undertaking or project by the historic preservation commission, except when the  
53 commission or its staff has determined that the undertaking or project will not encroach  
54 upon, damage or destroy any historic property. Such determination shall be based upon  
55 the guidelines adopted by the Deadwood historic preservation and district  
56 commission(s);

Comment [KK4]: Clarification

- 57 3. Within Planning Unit 4, no exterior portion of any building or other structure (including  
58 walls, fences, light fixtures, steps and pavement or other appurtenant features) nor  
59 above-ground utility structure nor any type of outdoor advertising sign shall be erected,  
60 altered, restored, moved or demolished until after an application for a certificate of  
61 appropriateness as to exterior features has been submitted to and approved by the  
62 historic district commission created by Ordinance No. 777. A certificate of  
63 appropriateness shall be required whether or not a building permit is required.

64 (Ord. 952 (part), 1999; Ord. 900 (part), 1995; Ord. 831 § 7.1, 1992)

65 **17.68.020 Historic preservation commission.**

- 66 A. Purpose. By virtue of SDCL 1-19B-2, the city is authorized to establish a historic preservation  
67 commission to preserve, promote and develop the historical resources of the city, and to  
68 perform such other functions as may be provided by law. Pursuant to Resolution No.  
69 1987-10, such a commission was established. That commission is recognized, and shall  
70 consist of its current members until their successors are appointed as provided by this  
71 section.
- 72 B. Membership. The Deadwood historic preservation commission shall consist of not less than  
73 five (5) nor more than ten (10) members, who shall be appointed by the city commission  
74 with due regard to proper representation of such fields as history, architecture, urban  
75 planning, archeology, paleontology and law. All members of the historic preservation  
76 commission shall reside within the city and shall serve for terms not to exceed three (3)  
77 years, being eligible for reappointment.
- 78 C. Powers of the Historic Preservation Commission. In order to preserve, promote and develop  
79 the historical resources of the city, the historic preservation commission shall have the

following powers:

1. To employ such qualified staff personnel, as it deems necessary;
2. To conduct a survey of local historic properties;
3. To enter, solely in performance of its official duties and only at reasonable times, upon private lands for examination or survey thereof. However, no member, employee or agent of the commission may enter any private building or structure without the express consent of the owner or occupant thereof except as otherwise provided herein or by applicable law;
4. To participate in the conduct of land-use, urban renewal and other planning processes undertaken by the city;
5. To cooperate with the federal, state and local governments in the pursuance of the objectives of historic preservation;
6. To contract, with the approval of the city, with the state or the federal government, or any agency of either, or with any other organization;
7. To acquire fee and lesser interests in historic properties, including adjacent or associated lands, by purchase, bequest or donation;
8. To preserve, restore, maintain and operate historic properties under the ownership or control of the commission;
9. To sell, lease and otherwise transfer or dispose of historic properties subject to rights of public access and other covenants and in a manner that will preserve the property;
10. To promote and conduct an educational and interpretive program on historic properties within the city;
11. In addition to any review by the city's planning and zoning commission and/or building official, the historic preservation commission shall review any undertaking, whether publicly or privately funded, which will encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register of historic places; the issuance of a permit is required before any undertaking which will encroach upon, damage, or destroy historic property may proceed; the decision to approve or deny a permit shall be based on the standards for historic preservation, restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL 1-19A-29; properties owned by the State of South Dakota are exempt from local review; and, as appropriate, the historic preservation commission shall also consider criteria contained in Section 17.68.050;
12. To recommend ordinances and otherwise provide information for the purposes of historic preservation to the city commission;
13. To investigate and report on the historical, architectural, archeological or cultural significance of any properties proposed to be included in a locally-designated historic district pursuant to SDCL 1-19B-20. (Ord. 1160, 2011: Ord. 952 (part), 1999: Ord. 900

**Comment [KK5]:** Allowed under the IBC for emergency purposes

(part), 1995: Ord. 831 § 7.2, 1992)

**17.68.030 Historic district commission.**

A. Purpose. By virtue of SDCL 1-19B-38, the city is authorized to establish a locally designated historic district, and a historic district commission. Pursuant to Ordinance No. 777, such a district and commission were established. That district and commission are recognized by this section.

B. Membership. The historic district commission shall consist of not less than three nor more than seven members appointed by the city commission with due regard to proper representation of fields such as history, architecture, architectural history, urban planning, archaeology, paleontology and law. Where possible, the members shall be selected from residents of the district.

The appointments to membership on the commission shall be so arranged that the term of at least one member will expire each year, and their successors shall be appointed in like manner for terms of three years.

C. Powers of the Historic District Commission. In order to preserve, promote and develop the historical resources of the historic district established by Ordinance No. 777, the historic district commission shall have the following powers:

1. To study any proposed amendments to Ordinance No. 777 and report thereon;
2. To adopt rules and regulations;
3. To employ clerical and technical assistants or consultants;
4. To accept gifts of money and expend the same for the performance of their purpose;
5. To issue or deny the issuance of certificates of appropriateness in accordance with Section 17.68.010(C)(3) of this chapter.

(Ord. 831 § 7.3, 1992)

**17.68.040 Rules of procedure.**

To fulfill the purposes of this chapter:

- A. A majority of the members of the historic preservation or historic district commission must vote in agreement to constitute any valid action of that commission.
- B. Each commission annually shall elect from its membership a chairperson and vice-chairperson. It shall select a secretary from its membership or its staff. If neither the chairperson nor the vice-chairperson attend a particular meeting, the remaining members shall select an acting chairperson from the members in attendance at such meeting.
- C. Each commission shall keep minutes and records of all meetings and proceedings, which shall be a matter of public record.
- D. Each commission shall establish its own regular meeting time, which shall be scheduled at least once every month. The chairperson or any two members may call a special

meeting to consider an urgent matter.

~~E. Certificates of appropriateness issued by the historic district commission and project approvals issued by the historic preservation commission shall expire twelve (12) months after issuance. When a certificate or an approval have expired, an applicant may seek a new certificate or approval.~~

**Comment [KK6]:** This section moved to line 305 as it makes more sense in that portion of the ordinance

F.E. Should any voting member of either commission miss three consecutive meetings without adequate excuse, or twenty-five (25) percent of the meetings in any one calendar year, the voting members of that commission shall have the authority to recommend to the city commission that such member be removed from the commission.

(Ord. 900 (part), 1995; Ord. 831 § 7.4, 1992)

**17.68.050 Criteria for issuance of certificates of appropriateness or project approvals.**

The historic district and historic preservation commissions shall use the following criteria and established design review guidelines in granting or denying certificates of appropriateness and project approvals:

**A. General Factors.**

1. Architectural design of the resource and proposed alteration;
2. Historical significance of the resource;
3. General appearance of the resource;
4. Condition of the resource;
5. Materials composing the resource;
6. Size of the resource;
7. The relationship of the above factors to, and their effect upon the immediate surroundings and upon the district as a whole and its architectural and historical character and integrity; and
8. The location and visibility of the alteration and resource.

**B. New Construction.**

1. In advance of new construction, steps shall be taken by the owner to insure evaluation of possible archaeological resources, as set forth in SDCL 1-20.
2. The following aspects of new construction shall be visually compatible with the buildings and environment with which the new construction is visually related, including but not limited to: the height, the gross volume, the proportion between width and height of the facade(s), the proportions and relationship between doors and windows, the rhythm of solids to voids created by openings in the facade, the materials, the textures, the colors, the patterns, the trims and the design of the roof.
3. Existing rhythm created by existing building masses and spaces between them shall be

191 preserved.

192 4. The landscape plan shall be compatible with the resource, and it shall be visually  
193 compatible with the environment with which it is visually related. Landscaping shall also  
194 not prove detrimental to the fabric of a resource, or adjacent public or private  
195 improvements like sidewalks and walls.

196 5. No specific architectural style shall be required.

197 6. With respect to these new construction criteria, the commission shall also consider the  
198 zoning classification and historic integrity of visually related buildings.

199 C. Exterior Alteration.

200 1. All exterior alterations to a building, structure, object, site or landscape feature shall be  
201 compatible with the resource itself and other resources with which it is related. The  
202 original design of a building, structure, object or landscape feature shall be considered  
203 in applying these standards.

204 2. Exterior alterations shall not affect the architectural character or historic quality of a  
205 resource and shall not destroy the significance of resource sites.

206 D. Demolition.

207 1. The individual architectural, cultural and/or historical significance of the resource.

208 2. The importance or contribution of the resource to the architectural character of the  
209 district and, where appropriate, the damaging impact of the resource on the  
210 architectural character of the district.

211 3. The importance or contribution of the resource to neighboring property values and,  
212 where appropriate, the damaging impact of the resource on neighboring property  
213 values.

214 4. Whether or not the resource is structurally sound, including the owner's efforts to  
215 properly maintain the resource.

216 5. Whether or not the resource can be rehabilitated or reused on site to provide for a  
217 reasonable beneficial use of the property, taking into consideration the various, federal,  
218 state and local incentives for such projects.

219 6. Whether or not it is possible and/or appropriate to move the resource to another site to  
220 be rehabilitated or reused in the historic district(s) for a reasonable beneficial use of the  
221 property, taking into consideration the various, federal, state and local incentives for  
222 such projects.

223 4-7. Whether or not appropriate measures are proposed to be taken with respect to  
224 the potential for the discovery of archaeological resources on the subject property.

225 5-8. ~~4. The commission shall consider t~~The difficulty or impossibility of  
226 reproducing such a resource because of its texture, design, material or detail.

227 9. ~~5.~~ An applicant for demolition must receive a certificate of appropriateness or

**Comment [KK7]:** Provides the commission a clear list of factors for consideration

project approval ~~for demolition~~ before receiving a demolition permit issued by Deadwood Historic Preservation Officer and Building Inspector, which must be received prior to demolition. In order to receive such certificate of appropriateness or project approval, the applicant must submit plans for the property. In planning unit number 4, such plans must include or contemplate new construction, and the applicant shall provide the historic district commission with plans for this purpose which shall include, but shall not be restricted to, project concept, primary elevations, site plans, completed working drawings for at least the foundation plan which will enable the applicant to receive a permit for foundation construction and a construction or project schedule including satisfactory assurances of compliance with such construction or project schedule. Other than in planning unit number 4, such plans do not have to include new construction.

Comment [KK8]: Clarity on who issues permit

10. In cases of partial demolition affecting an historic resource, the application shall include proof that the partial demolition is required for the renovation, restoration or rehabilitation of the resource and the applicant has provided the necessary plan and action to mitigate to the greatest extent possible any impacts on the historical and architectural significance of the resource, and any other resources located on the property.

Comment [KK9]: Requires plan to avoid partial demolition issues such as the Wing Tsue Building

6-11. Prior to the issuance of a permit for demolition or partial demolition, the commission may require the applicant to provide information about the resource including the date of original construction, significant events and occupants, architectural features and a description of the building through photographs, plans and maps. As a part of this process, the commission may require the applicant to allow the Historic Preservation Officer or that person's appointee on the subject property to provide additional photo documentation of the resource. The city may further require the preservation or salvage of specific architectural elements of the resource.

Comment [KK10]: Provides for proper recordation of the resource prior to demolition

7-12. —6. Applicants that have received a certificate of appropriateness or project approval for demolition shall be permitted to receive such demolition permit without additional commission action, provided that such certificate of appropriateness includes approval of construction plans if the demolition is located within planning unit number 4. Permits for demolition and construction shall be issued simultaneously if the requirements of this section are met, and the applicant has provided financial proof of his or her ability to complete the project.

8-13. —7. When the commission recommends approval of demolition of a resource, a permit shall not be issued until all plans for the site have received approval from all appropriate city boards, commissions, departments and agencies. Compliance with SDCL 1-19A 11.1 shall be considered prior to the issuance of a demolition permit by Building Inspector and Deadwood Historic Preservation Officer.

Comment [KK11]: Parallels state law under SDCL 1-19A 11.1

(Ord. 952 (part), 1999; Ord. 926 (part), 1997; Ord. 831 § 7.5, 1992)

#### **17.68.060 Procedures for issuance of certificates of appropriateness and project approvals.**

A. Whenever any application for a certificate of appropriateness or project approval is filed

with the historic district or historic preservation commission, the commission(s) and/or their staff shall immediately notify the city building official that the application has been filed.

Comment [KK12]: Clarity

Similarly, whenever the city building official becomes aware that an application has been filed for a permit affecting a property under the jurisdiction of the historic district or historic preservation commission, the city building official shall immediately notify the commission chairperson or vice-chairperson, if the chairperson is unavailable, and/or their staff that such an application has been filed.

Comment [KK13]: Clarity

- B. The commissions and/or their staff shall have the authority to determine when a filed application is complete and contains all required information. An application deemed incomplete by the commissions shall not be considered to have been filed for the purposes of this chapter. The commissions shall develop and adopt standard application forms and its written guidelines shall specify what information an applicant shall attach to each form.

Comment [KK14]: Clarity

- C. The chairperson or vice-chairperson of each commission shall establish a regular schedule for the hearings of that commission. At least one hearing shall be scheduled for each month.

- D. The applicant shall, upon request, have the right to a preliminary conference with a member of the commission or of the commission staff for the purpose of learning whether changes or adjustments to the application could make it more consistent with the commission's standards.

- E. At the scheduled hearing, the applicant for a certificate of appropriateness or project approval has the right to present any relevant information pertaining to the application. Likewise, the city, the commission and its staff and members of the public shall have the right to present any additional relevant information pertaining to the application.

- F. The commissions shall have the right to recommend changes and modifications to enable the applicant to meet the requirements of the commission.

- G. The issuance of a certificate of appropriateness or project approval shall not relieve an applicant of the need for a companion building permit, conditional use permit, variance or other authorization from compliance with any other requirement or provision of the laws of the city or the state concerning zoning, construction, repair or demolition. In all such cases, applicants are encouraged to apply first for a certificate of appropriateness or project approval as other city agencies will be advised by the historic preservation or historic district commissions in making their subsequent decisions. No building permit which affects a resource shall be issued by the city building official prior to the issuance of a certificate of appropriateness or project approval by the historic district or historic preservation commission.

Comment [KK15]: Clarity

- H. The project under the certificates of appropriateness issued by the historic district commission or a project approval issued by the historic preservation commission shall be completed within one hundred and eighty (180) days after issuance. The applicant may seek an extension for a certificate of appropriateness or project approval prior to the expiration.

The issuance of the extension shall be at the discretion of the applicable commission and the expiration date shall be set at the time of the issuance of the extension. Failure to comply with terms of the approved project shall be deemed in violation of this chapter and subject to applicable measures of law under DCO 17.68.120.

**Comment [KK16]:** Moved from 156 and sets time limit to complete a project with option for extensions issued by the appropriate commission

(Ord. 831 § 7.6, 1992)

**17.68.070 Unreasonable economic hardship.**

A. When a claim of unreasonable economic hardship is made due to the effect of this chapter, the owner of record must present evidence sufficient to prove that as a result of the historic district or historic preservation commission's action he or she is unable to obtain a reasonable return or a reasonable beneficial use. The owner of record shall submit by affidavit to the commission for its review information which shall include, but not be limited to, the following:

1. Date the property was acquired by its current owner;
2. Price paid for the property (if acquired by purchase) and the relationship (if any) between the buyer and the seller of the property;
3. Mortgage history of the property, including current mortgage;
4. Current market value of the property;
5. Equity in the property;
6. Past and current income and expense statements for a two-year period;
7. Past capital expenditures during ownership of current owner;

8. Appraisals of the property obtained within the previous two years; and

9. The cost to rehabilitate or restore the property;

**Comment [KK17]:** Provides for additional considerations

10. Income and property tax factors affecting the property; and

11. The availability and use of financial incentive programs at a local, state and federal level.

**Comment [KK18]:** Provides for additional considerations

B. The commission may require that an applicant furnish additional information relevant to its determination of unreasonable economic hardship.

C. The consideration for economic hardship shall not include willful or negligent acts by the owner or by their agent, purchase of the property for more than the market value, failure to perform normal maintenance and repairs, failure to diligently solicit and retain tenants, or failure to provide normal tenant improvements.

**Comment [KK19]:** Adds a willful neglect clause to the ordinance

D. The commission may receive and consider studies and economic analyses from other city agencies and from private organizations relating to the property in question.

E. Should the commission determine that the rehabilitation or preservation of the subject property is not economically reasonable for the owner, the owner's present return is not reasonable, the commission must consider whether there are other uses currently

345 allowed that would provide a reasonable return or beneficial use and whether such a return  
346 could be obtained through the commissions acquisition or investment in the property for  
347 rehabilitation purposes.

**Comment [KK20]:** Provides for a clause for the option of the commission to save the property by acquisition or investment

348 E.F. Should the applicant satisfy the commission that he or she would suffer an unreasonable  
349 economic hardship if a certificate of appropriateness or project approval were not issued,  
350 such certificate must be approved.

351 (Ord. 831 § 7.7, 1992)

352 **17.68.080 Appeals.**

353 The applicant who desires to appeal a decision by the historic district or historic preservation  
354 commission shall file an appeal with the circuit court of Lawrence County within thirty (30) days  
355 after the determination of the issue by the commission in the manner provided by law.

356 (Ord. 831 § 7.8, 1992)

357 **17.68.090 Minimum maintenance requirements.**

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

**Comment [KK21]:** Clarification for building code chapter

363 (Ord. 831 § 7.9, 1992)

364 **17.68.100 Demolition by neglect.**

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

**Comment [KK22]:** Under 17.68.100 removed references to Minimum Maintenance covered in 17.68.090 and removed references to condemnation as it is building officials responsibility, thus simplifying the ordinance.

368 A. Purpose. The owner or other person having such legal possession, custody, and control of  
369 any resources as defined in Chapter 17.08 of this title within an historic district or historic  
370 overlay zone shall not allow the potential demolition resulting from the deliberate,  
371 intentional or inadvertent neglect. All resources as defined in Chapter 17.08 of this title  
372 within an historic district or historic overlay zone, including the exterior features of any  
373 building or structure (inclusive of, but not limited to, walls, fences, light fixtures, steps,  
374 pavement, paths, or any other appurtenant feature), or any type of outdoor advertising sign  
375 either designated as an historic resource or found to have significance, or any archeological  
376 resource shall be preserved by the owner or such other person who may have legal  
377 possession, custody, and control thereof against decay and deterioration and kept free from  
378 structural defects. The owner, or other person having such legal possession, custody, and  
379 control, shall repair such exterior features if they are found to be deteriorating, or if their  
380 condition is contributing to deterioration, including but not limited to any of the following  
381 defects:-

- 382 1. Deterioration of exterior walls, foundations, or other vertical support that causes  
383 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, tThe 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 and required remedies 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.~~

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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.
4. 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 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)

**17.68.110 Public safety exclusion.**

In the event any resource shall be damaged by flood, fire, or other catastrophe or unforeseen event that results in damage or possible loss of a resource, and the building official, with the concurrence of the city planner and the historic preservation officer, deems the resource to present an immediate threat to public safety, the historic preservation officer shall call an emergency meeting before the historic preservation commission, which shall take place within seventy-two (72) hours of the event. At such meeting, evidence shall be presented regarding the seriousness of the damage and the threat to public safety and any evidence in rebuttal thereto may also be presented. In the event the danger to public safety is imminent, the owner or owners shall stabilize and protect the resource pending consideration by the historic

545 preservation commission. The historic preservation commission shall, based on the evidence  
546 presented, determine the course of action to be taken.

547 (Ord. 1081 (part), 2007; Ord. 831 § 7.11, 1992)

548 **17.68.120 Enforcement and penalties.**

549 The following civil and criminal penalties may be imposed upon those persons, firms, or  
550 corporations found to have violated requirements or prohibitions contained within this chapter.

551 A. Civil Penalty.

- 552 1. Any person who constructs, alters, relocates, or demolishes any building or resource in  
553 violation of this chapter or causes any building or resource to be constructed, altered,  
554 relocated, or demolished in violation of this chapter may be required to restore the  
555 building or resource to its appearance or setting prior to the violation. Any action to  
556 enforce this provision shall be brought by the city. Any civil remedy shall be in addition  
557 to, and not in lieu of, any criminal prosecution and penalty.

- 558 2. If demolition of a building or resource occurs without issuance of proper permits based  
559 on the procedures of city, state or federal regulations, or without the issuance of a  
560 certificate of appropriateness, or project approval, then any City permits, by any city  
561 office, on the subject property, with the exception of a permit to restore the building or  
562 resource as set forth above, may be denied for a period of ten (10) years. ~~In addition,~~  
563 the applicant may not be entitled to have issued to the applicant, by any city office, a  
564 permit allowing any curb cuts on the subject property for a period of ten (10) years from  
565 and after the date of such demolition.

**Comment [KK23]:** Provides the City Commission with a wider range of options other than curb cuts

- 566 3. If any other undertaking or project other than the demolition of a building or resource  
567 occurs without issuance of proper permits based on the procedures of city, state or  
568 federal regulations, or without the issuance of a required certificate of appropriateness  
569 or project approval, then any City permits, by any city office, on the subject property,  
570 with the exception of a permit to restore the building or resources as set forth above,  
571 may be denied for a period of five (5) years. In addition, the applicant may not be  
572 entitled to have issued to the applicant, by any city office, a permit allowing any curb  
573 cuts on the subject property for a period of five (5) years from and after the date of such  
574 undertaking or project.

**Comment [KK24]:** Provides the City Commission with a wider range of options other than curb cuts

- 575 4. If any resource found to be in a state of demolition by neglect as outlined in 17.68.100  
576 should be allowed by the owner or owners to remain in a state of demolition by neglect,  
577 then any City permits, by any city office, for any property issued to the owner or  
578 owners, with the exception of those permits expressly for the necessary repairs to  
579 restore the resource to a safe and sound condition, may be denied for a period of ten  
580 (10) years or until such time as the resource has been returned to a safe and sound  
581 condition, whichever is shorter. In addition, the owner or owners may not be entitled to  
582 have issued to them, by any city office, a permit allowing any curb cuts on any property  
583 for a period of ten (10) years, or until such time as the resource has been returned to a  
584 safe and sound condition, whichever is shorter.

**Comment [KK25]:** Provides the City Commission with a wider range of options other than curb cuts

5. The City Commission may institute appropriate action or proceeding in the name of the City of Deadwood to enjoin, correct or abate any violation of this chapter including but not limited to withholding any City permits, by any city office, and/or any actions allowable under SDCL 42-7B, et seq, if applicable.

**Comment [KK26]:** Allows for enjoining the SD Commission on Gaming if necessary

B. Criminal Penalty. Any person or legal entity who constructs, alters, relocates, demolishes, or intentionally allows demolition by neglect of any building or resource in violation of this chapter; or who causes any building or resource to be constructed, altered, relocated, or demolished in violation of this chapter; or who fails to perform any conditions of any Certificate of Appropriateness or Project Approval issued hereunder, shall constitute a violation and be guilty of a Class 2 Misdemeanor punishable by the maximum sentence as set forth in SDCL 22-6-2. Each day the violation continues to exist shall be punishable as a separate offense. (Ord. 1081 (part), 2007; Ord. 851 (part), 1993; Ord. 831 § 7.12, 1992)

**Comment [KK27]:** Ties back to line 305 regarding timeframe and follow through on Certificate of Appropriateness / Project approvals

#### **17.68.130 Appropriations.**

The city is authorized to make appropriations to the commission necessary for the expenses of the operation of the commission and may make additional amounts available as necessary for the acquisition, restoration, preservation, operation and management of historic properties.

(Ord. 831 § 7.13, 1992)

#### **17.68.140 Title to property acquired.**

All property acquired by funds appropriated by the city shall be acquired in the name of the city unless otherwise provided by the city.

(Ord. 831 § 7.14, 1992)

#### **17.68.150 Project review by state.**

Projects requiring review pursuant to this chapter, after approval by the historic district commission or historic preservation commission, will be submitted to the South Dakota Historical Preservation Center Office for review as required by SDCL 1-19A-11.1 or any written agreements between the city and the state of South Dakota. The requested certificate of appropriateness or project approval shall be issued or denied by the city after the review process described by SDCL 1-19A-11.1 and its supporting rules or any written agreements between the city and the state of South Dakota has been implemented.

**Comment [KK28]:** Correct name

(Ord. 961, 2000; Ord. 831 § 7.15, 1992)

Dated this \_\_\_\_ day of \_\_\_\_, 2014.

CITY OF DEADWOOD

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

ATTEST:

622 \_\_\_\_\_  
623 Mary Jo Nelson  
624 Finance Officer  
625  
626 First Reading:  
627 Second Reading:  
628 Published:  
629 Adopted:

**ORDINANCE NUMBER 1224**  
**SUPPLEMENTAL BUDGET APPROPRIATION #2 FOR 2015**

3/16/15  
10B

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2015:

**FUND 0215 HISTORIC PRESERVATION FUND** \$1,029,000.00 for expenses related to Days of 76 rodeogrounds concession stand and bathroom upgrade. Source of Revenue: Unexpended cash.

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

CITY OF DEADWOOD

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

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

First Reading: March 2, 2015  
Second Reading: March 16, 2015  
Published: March 19, 2015  
Effective: March 19, 2015

3-16-15  
10C

Prepared by:  
Quentin L. Riggins  
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Rapid City, SD 57709-8045  
(605) 342-1078

### **CORRECTIVE WARRANTY DEED**

**City of Deadwood**, a South Dakota municipality and political subdivision of the State, which address is 108 Sherman Street, Deadwood, South Dakota 57732, **Grantor**, for and in consideration of One Dollar (\$1) and other good and valuable consideration, hereby grants, conveys, and warrants to **Timothy D. Davis**, a single person, of P.O. Box 284, Deadwood, SD 57732, **Grantee**, the following-described real estate in the County of Lawrence, State of South Dakota:

Lot 278A of Probate Lot 278, City of Deadwood, Lawrence County, South Dakota,

Probate Lots 60, 76, 77, 79, 422, and 441 located in the City of Deadwood, County of Lawrence, State of South Dakota

Together with all improvements, buildings and appurtenances thereto appertaining or belonging; subject to easements, restrictions and reservations of record

**THIS DEED IS INTENDED TO CORRECT THE LEGAL DESCRIPTION OF THE WARRANTY DEED RECORDED ON FEBRUARY 4, 2015, AS DOCUMENT NO. 2015-00464, IN THE OFFICE OF THE LAWRENCE COUNTY REGISTER OF DEEDS.**

**Exempt from transfer fee pursuant to SDCL 43-4-22(2, 18)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF DEADWOOD

By: \_\_\_\_\_  
Charles Turbiville, Mayor, Grantor

ATTEST:

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

State of South Dakota            )  
  ) ss.  
County of Lawrence             )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned officer, personally appeared **Charles Turbiville**, known to me or satisfactorily proven to be the Mayor of the **City of Deadwood**, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

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

(SEAL)

\_\_\_\_\_  
Notary Public, South Dakota  
My Commission Expires:

**CERTIFICATE OF REAL ESTATE VALUE [SDCL 7-9-7(4)]**

State of South Dakota, County of Lawrence

COURTHOUSE USE ONLY

Book \_\_\_\_\_ Page \_\_\_\_\_

Ratio Card No. \_\_\_\_\_

Seller(s): City of Deadwood  
Name

(605) 578-2600

Phone Number

Mailing  
Address 108 Sherman Street  
Street/Box NumberDeadwood  
City57732  
State/Zip CodeBuyer(s): Timothy D. Davis  
Name

Phone Number

Current  
Mailing P.O. Box 284  
Address Street/Box NumberDeadwood  
City57732  
State/Zip CodeNEW  
Mailing  
Address Street/Box Number

City

State/Zip Code

**OWNER OCCUPIED – THIS BOX TO BE COMPLETED BY BUYER ONLY**

These items are important to complete for property to continue to be classified as owner occupied for a lower property tax rate.

Property is currently classified as owner-occupied YES ☐ NO ☐  
Property will be occupied by buyer on \_\_\_\_\_ (date) YES ☐ NO ☐  
Property will be principal residence of buyer on the above stated date YES ☐ NO ☐  
Do you own any other residential property in the United States? YES ☐ NO ☐ If yes, state location \_\_\_\_\_

Signature (BUYER ONLY) \_\_\_\_\_

**Legal Description (Please include the number of acres for unplatted properties)**

Lot 278A of Probate Lot 278, City of Deadwood, Lawrence County, South Dakota; Probate Lots 60, 76, 77, 79, 422, and 441 located in the City of Deadwood, County of Lawrence, State of South Dakota

(1) Date of Instrument \_\_\_\_\_

(2) Type of Instrument:

Contract for Deed ☐ Warranty Deed ☐ Executor's Deed ☐ Mineral Deed ☐  
Quit Claim Deed ☐ Trustee's Deed ☐ Administrator's Deed ☐ Gift ☐  
Other (specify) CORRECTIVE WARRANTY DEED

(3) Items Involved in Transaction

(a) Was this property offered for sale to the general public YES ☐ NO ☒ (d) Actual Consideration Exchanged: \$ exempt  
(b) Relationship between buyer and seller? YES ☐ NO ☒ (e) Adjusted price paid for real estate: \$ \_\_\_\_\_  
(c) Was this property sold by owner ☒ agent ☐ (actual consideration less amount paid for major items of personal property which are listed below)

In the blanks below, list any major items of personal property and their value which were included in the total purchase price (i.e. furniture, inventory, crops, leases, franchises): \_\_\_\_\_

(4) Was there Buyer Financing YES ☐ NO ☒ If yes, items (a) and (b) below MUST be completed

<b>(a) Type of Buyer Financing – check where applicable</b> Conventional Bank Loan <input type="checkbox"/> Like Kind Exchange <input type="checkbox"/> Cash Sale <input type="checkbox"/> Assumed Mortgage <input type="checkbox"/> FHA, FmHA, SDHA Loan <input type="checkbox"/> Farm Credit Service <input type="checkbox"/> Contract for Deed <input type="checkbox"/> [must complete part (b)] Other <input type="checkbox"/>	<b>(b) Contract for Deed</b> YES <input type="checkbox"/> NO <input type="checkbox"/> (If yes, MUST complete items below) Down Payment \$ _____ Monthly/Yearly Payment \$ _____ Interest Rate _____ % No. of Payments _____ Balloon Payment \$ _____
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Signature of seller, Buyer, or agent of \_\_\_\_\_

Date \_\_\_\_\_

Dave Stafford  
Architecture

3/16/15

10D



January 14, 2015

Kevin Kuchenbecher  
Historic Preservation Officer  
City of Deadwood  
108 Sherman Street,  
Deadwood, SD 57732

Days of 76 Grandstand Concessions

Dear Kevin:

As we have discussed, the scope of the Grandstand Concessions project has increased throughout the course of the work. The most recent changes were made to accommodate a separate but adjacent project, the expansion of Crescent Street. This resulted in major plan changes, redraw of most plans, elevations, and details, relocation of two of the three facilities, and incorporation of a 288 ft retaining wall into the west wall of the concessions and women's restroom spaces. This, of course has resulted in significant costs to my design team.

I propose to accommodate this increased work for a fee increase of \$5000.00 plus any applicable taxes or reimbursable expenses. Let me know if this is acceptable and call if there are any questions.

Sincerely,

David B. Stafford, AIA

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND  
DAVE STAFFORD ARCHITECTURE CONCERNING RODEO GROUNDS  
GRANDSTAND ROOF, CONCESSION AND RESTROOM UPGRADES**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and DAVE STAFFORD ARCHITECTURE, with its principal place of business located at 809 South St. Ste 203, Rapid City, South Dakota 57701-3583, hereinafter referred to as "STAFFORD ARCHITECTURE";

**WHEREAS**, STAFFORD ARCHITECTURE has agreed to provide limited architectural and engineering design services to upgrade/replace the roof of the log grandstand at the rodeo grounds and the concessions and public restroom facilities incorporated into the grandstand; and

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

**WHEREAS**, the CITY has accepted the proposal from STAFFORD ARCHITECTURE and provide compensation in a lump sum fee of forty-eight thousand five hundred dollars (\$48,500.00), plus mileage and reimbursable expenses, the parties agree as follows:

1. STAFFORD ARCHITECTURE shall provide limited architectural and engineering design services concerning the upgrade/replacement of the log grandstand at the rodeo grounds and the concessions and public restroom facilities incorporated into the grandstand;
2. STAFFORD ARCHITECTURE shall provide two stamped and signed final sets of construction drawings plus PDF files of the same for reproduction by CITY and/or contractors;
3. The limited services shall include the creation of bid documents, including plans, elevations, details, specifications, site investigation and inspections;
4. The architectural and engineering services shall include the design of architectural, mechanical, and electrical systems plus the selection of two walk-in coolers, two reach-in coolers, an electric grill, and a class one grease hood;

5. The architectural and engineering services exclude structural or civil components of the project;
6. STAFFORD ARCHITECTURE shall provide at least four (4) construction site observations by the electric and mechanical engineers, a substantial completion inspection and a final inspection;
7. STAFFORD ARCHITECTURE shall have access to the rodeo grounds as necessary for the performance of services. STAFFORD ARCHITECTURE will take precautions to minimize damage due to services provided, but costs for restoration of any damage will be in excess of the contract price;
8. STAFFORD ARCHITECTURE shall provide all signage and/or other markers to prevent injuries to persons or property near or entering the work area;
9. STAFFORD ARCHITECTURE shall indemnify, defend and hold CITY harmless from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expenses including attorney fees arising out of or in connection with any conduct or work of STAFFORD ARCHITECTURE as set forth in this agreement;
10. STAFFORD ARCHITECTURE shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
11. STAFFORD ARCHITECTURE shall provide two stamped and signed final sets of construction drawings as needed per each phase of the repairs and upgrades to the roof, concessions and public restrooms;
12. Upon completion of services described above, CITY shall pay a lump sum fee of forty-eight thousand five hundred dollars (\$48,500.00), plus mileage at fifty-five cents (\$.55) per mile and reimbursement for certain expenses (e.g. postage and copying);
13. In the event additional sub consultant expenses may become necessary, STAFFORD ARCHITECTURE shall provide notice and estimates to CITY for review and potential approval. By no means shall additional expenses be incurred on behalf of CITY unless agreed to in writing;
14. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this \_\_\_\_ day of September, 2014.

CITY OF DEADWOOD

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

ATTEST:

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

DAVID STAFFORD ARCHITECTURE

By: \_\_\_\_\_

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

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

On this \_\_\_\_ day of September, 2014, before me, the undersigned officer, personally appeared David Stafford, 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: \_\_\_\_\_

3/16/15

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