

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA

Regular Meeting  
5:00 p.m. Tuesday, January 21, 2020

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 5:00 p.m. on the Wednesday preceding the next scheduled meeting to be placed on the agenda.

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES of JANUARY 6, 2020**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Michael Runge – Fuel Reduction Project Update
- B. TIF #12 Stage Run Project. Request from Developer Leroy Stuen to not include sidewalks
- C. Approve Retail Floor Plan for Celebrity Hotel (page 38)

6. **CONSENT AGENDA**

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

- A. Permission to renew GIS maintenance contract with ESRI in the amount of \$16,600.00 (Budgeted item thru various departments.)(page 41)
- B. Permission to hire Hansen Wheel and Wagon Shop to repair the Historic Preservation chuckwagon at a cost not to exceed \$3,251.68. (To be paid from HP Capital Assets General Maintenance budget.)(page 47)
- C. Permission to purchase 100 recycle totes (50 for residents and 50 for downtown events) from Toter in the amount not to exceed \$6,814.70. (To be paid from Parks and Sanitation Supplies budget. (page 49)
- D. Permission to hire Troy Jassman as Maintenance Technician for Public Buildings at a rate of \$20.01 effective 1/22/2020, pending pre-employment testing.
- E. Permission to terminate parking agreement (2 spaces) with Rachetto & Peterson effective 1/31/2020, due to the building being sold. (page 51)
- F. Permission to pay Central Square Technologies (Zuercher) \$13,500.00 for the data conversion for the Police Department software upgrade. (To be paid from Police Professional Services budget.)(page 52)
- G. Permission to pay Lawrence County \$5,937.00 for our portion of Central Square Implementation Fee for Police software upgrade. (To be paid from Police Professional Services budget.)(page 53)

- H. Deadwood History Inc. request approval to serve beer and wine at Homestake Adams Research and Cultural Center February 7 from 6:00 p.m. to 9:00 p.m. for Calamity's Shindig. (page 54)
- I. Acknowledge purchase of a hopper for the Streets Department, in the amount of \$850.00 from SD Federal Surplus Property Agency. (page 56)
- J. Amend Resolution 2020-04 Schedule of Fees to correct error in Garbage/Recycling fees to note the \$21.50 fee excludes applicable taxes. (page 59)
- K. Permission to obtain quotes for Juso Brothers Grandstand ADA Access Project.
- L. Permission for Rhonda McGrath to travel out of state to attend Building Permit Tech training in Loveland, CO on March 1<sup>st</sup>- 4<sup>th</sup>. (page 60)
- M. Permission for Mayor to sign amended Renewable Ready Subscriber Agreement with Black Hills Energy. (page 63)
- N. Permission for Mayor to sign agreement with Tallgrass Landscape Architecture for phase 4 (Bidding and Construction Management) and phase 5 (Rehabilitation and Restoration Design) of Whitewood Creek in the amount of \$23,150.00. (To be Whitewood Creek CIP budget.)(pg68)
- O. Permission to negotiate with Donarski Lawncare & Landscaping for regular mowing and trimming of Mt. Moriah and St. Ambrose Cemeteries (2020 budgeted Historic Cemeteries expense.)(page 73)
- P. Permission to pay Amazon Web Services annual fee of \$5,226.00 for Mt. Moriah and Historical Preservation online mapping services and Trolley Tracker. (To be paid from HP, P&T and Mt. Moriah Prof. Service budget.) (Page 74)
- Q. Permission to advertise for two part-time Trolley Positions in-house for 5 days.

**7. BID ITEMS**

- A. Results of bids opened on January 15, at 2:00 p.m. for Whitewood Creek Improvement Project – Phase 4, 4 bids received. (page 75)

**8. PUBLIC HEARINGS**

- A. Hold public hearing for St. Patrick's Day Events: open container in zones 1 and 2 on March 13 and 14, street closure and waiver of banner fees for Deadwood Chamber on March 14. (page 77)
- B. Hold public hearing for Mardi Gras Events: open container in zones 1 and 2 on February 21 and 22, street closure for parade and waiver of banner fees on February 22, 2020 (page 81)
- C. Hold public hearing for NAJA Shriners Circus Event: waiver of user fees at Event Center on June 27, 2020. (page 85)
- D. Hold public hearing for 3 Wheeler Event: street closures Wednesday, July 15 for Motorcycle parking, Thursday, July 16 for parade, open container July 12 through July 16 at Event Center, waiver of user fees July 12 through July 17. (page 89)
- E. Hold public hearing for Polar Plunge: street closure, waiver of banner fees, free parking for participants in Interpretive Lot on Sat. March 28. (page 110)
- F. Hold public hearing for Retail (on-off sale) Malt Beverage License, and Retail (on-off sale) Wine Licenses for Celebrity Hotel at 629 Main Street. (page 114)

- G. Set public hearing on February 3 for Retail (on sale) Liquor License (RL-5995) transfer from Midnight Star Enterprises to Lamar Feed and Grain at 677 Main Street.
- H. Set public hearing on February 3 for Retail (on-off sale) Malt Beverage License, and Retail (on-off sale) Wine Licenses for Jacobs Brewhouse at 79 Sherman Street.

**9. OLD BUSINESS**

- A. Request direction from Commission in regards to SD Department of Transportation's notification of surplus property, which is the 2.07 acres located southwest of Deadwood city limits and north of the Hwy 85/385 intersection. (aka skate park) (continued from January 6)

**10. NEW BUSINESS**

- A. Second Reading of Ordinance #1304 Amending BID 9 Creation. (page 115)
- B. Second Reading of Ordinance #1305 Amending Chapter 3.28 Standardized Fee Schedule (page 121)
- C. Second Reading of Ordinance #1306 Amending Chapter 5.08.10 Bingo (page 126)
- D. Second Reading of Ordinance #1307 Amending Chapter 16.09.010 Fees for Plats (page 128)
- E. Second Reading of Ordinance #1308 Amending Chapter 12.22.010 Snow Routes. (page 129)
- F. Permission for Mayor to sign agreement with ZCN, LLC for eight spaces for parking of City of Deadwood Police vehicles. (page 132)
- G. Accept letter of retirement from Chief Kelly Fuller effective April 3, 2020. Permission to advertise for Police Chief position in-house for 5 days and then in official newspaper, if needed.
- H. Permission to move March 2<sup>nd</sup>, 2020 City Commission Meeting to 1:00 p.m. to accommodate Government Day for Lead/Deadwood High School.
- I. Permission for Historic Preservation Department to purchase 2020 Dodge 1500 ST Crew Cab 4x4 based on state bid in the amount of \$28,899.00 (2020 budgeted HP Expense.)(page 135)
- J. Permission to approve the First Amendment to Land Lease Agreement from December 7, 2009 between City of Deadwood, a South Dakota municipal corporation ("Landlord") and CommNet Cellular Inc. d/b/a Verizon Wireless ("Tenant"), Cell Tower Site located above the Mt. Moriah Cemetery. (page 136)

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

*No action can be taken*

- A. A quorum of City Commissioners and Historic Preservation Commissioners may be present at the South Dakota Governor's Conference on Tourism in Pierre January 22-23, 2020 and the Deadwood Day at the Capital in Pierre on January 23, 2020. No official action or meeting will take place.
- B. Historical Preservation Meeting will be moved from January 22<sup>nd</sup> to January 29<sup>th</sup> @ 5:00 p.m.

- C. Petitions may be taken out and circulation may begin on January 31, 2020 for two City Commission seats, each 3-year terms. Petitions must be returned no later than February 28, 2020 at 5:00 pm.
- D. The City of Deadwood is soliciting Deadwood residents interested in serving on the Deadwood Historic Preservation Commission to submit letter of interest and complete application form with the Mayor's Office by April 15, 2020. There will be three commission seats available beginning June 1, 2020.

**12. EXECUTIVE SESSION**

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

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

**13. ADJOURNMENT**

## REGULAR MEETING, January 6, 2020

The Regular Session of the Deadwood City Commission convened on Monday, January 6, 2020 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble, and Gary Todd. All motions passed unanimously unless otherwise stated.

### APPROVAL OF MINUTES

Struble moved, Todd seconded to approve the minutes of December 16, 2019. Roll Call: Aye-All. Motion carried.

DECEMBER, 2019 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$19,161.57; PUBLIC BUILDINGS, \$7,436.60; POLICE, \$72,647.79; FIRE, \$5,419.24; BUILDING INSPECTION, \$4,142.00; STREETS, \$32,973.47; PARKS, \$21,804.14; PLANNING & ZONING, \$4,312.30; LIBRARY, \$6,636.40; RECREATION CENTER, \$14,378.65; HISTORIC PRESERVATION, \$16,841.31; WATER, \$16,500.12; PARKING METER, \$9,474.17; TROLLEY, \$18,273.41; PARKING RAMP, \$657.80. **PAYROLL TOTAL: \$253,389.73.**

### DECEMBER, 2019 PAYROLL PAYMENTS:

Internal Revenue Service, \$59,603.16; S.D. Retirement System, \$29,244.32; Delta Dental, \$4,487.50.

### APPROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the January 6, 2020 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	370.21
A - Z SHREDDING	SERVICE	63.81
ACE HARDWARE	SUPPLIES	336.61
ALSCO	SUPPLIES	249.12
ARGUS LEADER MEDIA	SUBSCRIPTION	536.81
BIG TEX TRAILER WORLD	SUPPLIES	275.00
BH CHEMICAL	SUPPLIES	1,147.12
BH ENERGY	SERVICE	28,275.04
BH SECURITY	SERVICE	6,235.52
BUTLER MACHINERY	SUPPLIES	1,036.95
DALES TIRE	SERVICE	3,620.00
DEADWOOD CHAMBER	BILL LIST	26,066.83
DEADWOOD CHAMBER	OUTLAW SQUARE	4,370.00
DEADWOOD ELECTRIC	SERVICE	3,272.85
DVFD	REIMBURSEMENT	202.34
DOCUTEK	SERVICE	4,772.40
DRINGMAN, PAT	REIMBURSEMENT	528.48
EMERY-PRATT	BOOKS	11.69
FASNACHT, GLENN	PROJECT	1,050.00
FERBER ENGINEERING	SERVICE	120.00
FIRST NATIONAL CREDIT CARD	SUPPLIES	2,738.62
FLAT EARTH SIGN	PROJECT	3,770.00
FREEMAN'S ELECTRIC	PROJECT	400.92
GALLS	UNIFORMS	478.42
GARDNER CONSTRUCTION	SERVICE	9,305.00
GLOVER, SANDY	REIMBURSEMENT	422.85
GOLDEN WEST	SERVICE	212.50
HANDYMAN ARTISTRY	PROJECT	1,672.00
HAWKINS	SUPPLIES	389.50
HEIMAN FIRE EQUIPMENT	EQUIPMENT	9,437.70
HISTORIC HOMESTAKE OPERA	GRANT	15,000.00
HOMETOWN TROLLEY	SUPPLIES	484.65
JACOBS WELDING	SERVICE	226.82
JOHNSON, TRACIE	PROJECT	4,270.98
KARL'S	REFRIGERATOR	1,159.99
KT CONNECTIONS	SERVICE	456.00
KTM DESIGN SOLUTIONS	MONITORING	400.00
LALONDE, LOUIE	REIMBURSEMENT	47.93
LEASE SERVICING CENTER	DOCUMENT FEE	250.00
LIBERTY NATIONAL BANK	TIF LOAN	257.59
LIGHTING MAINTENANCE	SUPPLIES	595.10
MARCO	SERVICE	3.58
MID-AMERICAN RESEARCH	SUPPLIES	173.07
MID-STATES ORGANIZED CRIME	MEMBERSHIP	150.00
MIDWEST TAPE	DVDS	237.88
MJ PLUMBING	PROJECT	1,351.06
MDU	SERVICE	10,999.40
MORSE, MARCIA E.	MORGAGE EXPENSE	144.85
MS MAIL	SUPPLIES	757.50
MUTUAL OF OMAHA	INSURANCE	255.55
NEIGHBORHOOD HOUSING	CONTRACT	3,061.25
NELSON, ROBERT JR.	REIMBURSEMENT	120.00
NETWORK SERVICES	SUPPLIES	208.17
NORTHERN TECHNOLOGIES	SERVICE	554.00
NORTHWEST PIPE FITTINGS	SERVICE	68.68
OTIS ELEVATOR	SERVICE	142.44
PASTPERFECT SOFTWARE	SERVICE	432.00
PETTY CASH	FINANCE	136.32
PETTY CASH	HP/ZONING	76.23
PITNEY BOWES	SUPPLIES	254.97
POWERPLAN	SUPPLIES	20.00

## REGULAR MEETING, January 6, 2020

QUILL	SUPPLIES	662.15
RAPID CITY JOURNAL	SUBSCRIPTION	600.00
RECREATION SUPPLY	SUPPLIES	131.48
ROBERT THOMAS CPA	CONSULTING	2,500.00
RUNGE, MIKE	REIMBURSEMENT	627.53
S AND C CLEANERS	CLEANING	7,343.00
SCULL CONSTRUCTION	PAY APP#12	6,026.80
SD DEPT. OF TRANSPORTATION	PROJECT	137.78
SD FIREFIGHTERS ASSN.	MEMBERSHIPS	625.00
SD PUBLIC ASSURANCE	INSURANCE	1,775.42
SD PUBLIC HEALTH LAB	TESTING	30.00
SD STATE HISTORICAL SOCIETY	GRANT	8,000.00
SERVALL	SUPPLIES	1,869.62
SOUTH DAKOTA OVERHEAD DOOR	SUPPLIES	320.00
SOUTHSIDE OIL	FUEL	12,379.50
SPEARFISH EQUIPMENT	SUPPLIES	1,525.00
SPECIALTY VEHICLES	SUPPLIES	237.90
STRETCH'S	SERVICE	85.00
STURGIS AUTO PARTS	SUPPLIES	385.48
SUMMIT COMPANIES	SUPPLIES	313.11
SUMMIT SIGNS	SUPPLIES	81.00
TCF EQUIPMENT FINANCE	TROLLEYS	9,400.86
THOMSON REUTERS	SUBSCRIPTION	69.62
TOM'S T'S	SUPPLIES	105.00
TRIPLE K	SERVICE	200.00
TWILIGHT	SUPPLIES	362.92
TWIN CITY HARDWARE	SUPPLIES	4,623.62
VAST	SERVICE	3,301.38
VERIZON CONNECT	SERVICE	109.75
VERIZON WIRELESS	SERVICE	187.18
VIEHAUSER ENTERPRISES	SERVICE	1,042.74
WASTE CONNECTIONS	SERVICE	7,206.30
WELLMARK	INSURANCE	53,337.16
WESTENDORF, RANDY	PROJECT	252.00
WINTER CONSTRUCTION	PROJECT	3,519.00

Total \$283,037.60

## ITEMS FROM CITIZENS ON AGENDA

### Update

Todd and Jill Weber gave an update on the Shiloh Horse Rescue and Sanctuary. Mr. Weber stated on the upper level of the slag pile, large amounts of glass and other industrial refuse were found, so for safety, all animals are on the main level for the winter. Mr. Weber also spoke about updating the containers, shelters, and continuing operation on the main level, which will give the people with disabilities access to the animals. Mrs. Weber stated within the next 30-45 days the area will be improved. Commission thanked them for coming.

### CONSENT

Martinisko moved, Struble seconded to omit Items H, I and K for separate consideration and approve the following consent items. Martinisko moved, Struble seconded to amend motion to include Items N and O. Roll Call: Aye-All. Motion carried.

- A. Permission to pay Janke and Sons Trucking \$2,950.00 for contracted services of snow removal. (Storm dates of 12/2, 12/3 and 12/3. To be paid from 2019 Streets contracted services budget.)
- B. Permission for the Mayor to sign Modification #1 to Participating Agreement #18-PA-11020308-003 between the City of Deadwood and the Black Hills National Forest Northern Hills Ranger District for Deadwood Firewise Program. This modification extends expiration date to December 31, 2022.
- C. Permission to allow City staff to apply for funding from the Bureau of Land Management's Wildland Urban Interface Community Assistance program for another funding round to financially assist with the ongoing Deadwood Firewise Program.
- D. Permission to allow phone allowance of \$35.00 per pay period for Randy Adler, effective 12/17/19.
- E. Permission to accept Historic Preservation Commission recommendation on October 9<sup>th</sup>, 2019 to write off the following loans for John Hopkins at 308 Williams Street: CHPSNHOPK - \$4,887.00, HPRWHOPK5 - \$1,845.23 and HPLSHOPK0 - \$9,685.39. (Posting date of 12/31/2019.)
- F. Permission to write off uncollectible accounts from 2012-2018, in the total amount of \$1,982.21. (With posting date of 12/31/2019.)
- G. Set Election Day; April 14, 2020.
- H. Removed for separate consideration in New Business

**REGULAR MEETING, January 6, 2020**

- I. Removed for separate consideration in New Business.
- J. Resolution 2020-03 Designating Special Events Recognized by the City of Deadwood for purposes of Ordinances Section 15.32.100 and 15.32.140 for 2020.

**RESOLUTION 2020-03**

**A RESOLUTION DESIGNATING SPECIAL EVENTS RECOGNIZED BY THE CITY OF DEADWOOD FOR PURPOSES OF ORDINANCES 15.32.100 AND 15.32.140**

BE IT RESOLVED by the Deadwood City Commission that the following events, with their respective months of occurrence, are hereby recognized for the year 2020 as “special or civic event(s)” for purposes of Ordinances 15.32.100 and 15.32.140:

<u>Special or Civic Event:</u>	<u>Date(s) of Event:</u>
1. ISOC Deadwood SnoCross Shootout	January 24-25, 2020
2. Mardi Gras	February 21-22, 2020
3. St. Patrick’s Day	March 13-14, 2020
4. Forks, Corks, and Kegs	April 3-4, 2020
5. Wild Bill Hickok Days	June 19-20, 2020
6. 3 Wheeler Rally	July 12-17, 2020
7. Days of ’76	July 21-25, 2020
8. Sturgis Rally	August 10-14, 2020
9. Kool Deadwood Nites	August 27-30, 2020
10. Oktoberfest	October 2-3, 2020
11. Wild West Songwriter’s Festival	October 8-10, 2020

Dated this 6th day of January, 2020

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- K. Removed for separate consideration in New Business.
- L. Permission to pay CF Cap First Equipment Finance first annual lease (#40002396) payment in the amount of \$5,261.42 for 2020 Caterpillar 242D3 Skid Steer. (2020 Streets Equipment.)
- M. Permission for Historical Preservation to sponsor the South Dakota Governor's Conference on Tourism for 2020 in the amount of \$2,950. (To be paid out of the Public Education line item.)
- N. Removed for separate consideration in New Business
- O. Removed for separate consideration in New Business

**PUBLIC HEARINGS**

Martinisko moved, Johnson seconded to set public hearing on January 21 for St. Patrick's Day Events. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on January 21 for Mardi Gras Events. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to set public hearing on January 21 for NAJA Shriners Circus Event. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on January 21 for 3 Wheeler Event. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to set public hearing on January 21 for Polar Plunge. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on January 21 for Retail (on-off sale) Malt Beverage License, and Retail (on-off sale) Wine Licenses for Celebrity Hotel at 629 Main Street. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, January 6, 2020**

**OLD BUSINESS**

**Property**

Martinisko moved, Johnson to continue action in regards to SD Department of Transportation's notification of surplus property, which is the 2.07 acres located southwest of Deadwood city limits and north of the Hwy 85/385 intersection. (aka skate park) (continued from December 16)  
Roll Call: Aye-All. Motion carried.

**NEW BUSINESS**

**Resolution (Item H)**

Finance Officer McKeown explained the update of the resolution. Martinisko moved, Struble seconded to approve Resolution 2020-01 to Establish Wages for 2020 as corrected. Roll Call: Aye-All. Motion carried.

**RESOLUTION NO: 2020-01**

**CITY OF DEADWOOD EMPLOYEE WAGES FOR THE YEAR 2020**

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood hereby approves the following wages for City of Deadwood employees for the year 2020 and shall be paid bi-weekly: Randy Adler, \$22.98 per hr.; Conor Aldridge, \$11.43 per hour; Kenneth Allen, \$22.33 per hour; Bonny Anfinson, \$21.44 per hour; Ken Batka, \$21.88 per hour; Dylan Bell, \$24.31 per hour; William Binder, \$20.38 per hour; Ronald Blotz, \$12.73 per hour; Anthony Bradley, \$26.94 per hour; Daniel Bridenstine, \$22.76 per hour; William Burleson, \$26.67 per hour; Anna Campbell, \$10.85 per hour; Hannah Campbell, \$10.85 per hour; Kasey Campbell, \$21.94 per hour; Deam Carollo, \$15.46 per hour; Marie Carr, \$14.15 per hour; Brittney Case, \$11.71 per hour; Jeanette Chaney-Moodie, \$54,778.81 per year; Karla Dower, \$14.15 per hour; Rodney Fischer, \$14.15 per hour; Sage Forsting, Barbara Fosheim, \$12.05 per hour; \$10.57 per hour; Jennelea Fowls, \$9.72 per hour; Kelly Fuller, \$83,997.87 per year; Sandra Glover, \$10.85 per hour; Andrew Goodwin, \$12.26 per hour; Rebecca Groeger, \$10.57 per hour; Kenneth Hawki, \$29.56 per hour; Mark Heltzel, \$21.88 per hour; Steven Hogan, \$14.15 per hour; Michael Holbert, \$14.15 per hour; Michael Johnson, \$6,500.00 per year; Jason Huber, \$24.31 per hour; Erik Jandt, \$24.31 per hour; Michael Kitzmiller, \$14.15 per hour; Tom Kruzal, \$74,095.88 per year; Kevin Kuchenbecker, \$80,286.63 per year; Andrew Larive \$20.31 per hour; Frank Lawton, \$14.15 per hour; James Lee, \$22.96 per hour; Philip Lovell, \$14.15 per hour; Don Luckie, \$13.44 per hr.; Riley Lundquist, \$19.12 per hr.; Kay Luther, \$21.88 per hour; Justin Lux, \$24.68 per hour; Doug Magnuson, \$14.15 per hr.; Dale Marlow, \$14.15 per hour and \$16.15 per hour; Sharon Martinisko, \$6,500.00 per year; Kip Mau, \$25.42 per hour; Rhonda McGrath, \$20.31 per hour; Braxton McKeon, \$24.31 per hour; Jessica McKeown, \$79,181.25 per year; Aaron McPheeters, \$21.88 per hour; Kaitlyn Meade, \$10.57 per hour; Valerie Meiners, \$10.00 per hour; Kenneth Mertens, \$27.75 per hour; Trent Mohr, \$26.09 per hour; Bradley Morgan, \$10.24 per hour; Ronda Morrison, \$26.79 per hour; Casey Nelson, \$20.01 and \$15.46 per hour; Robert Nelson, Jr., \$77,900.00 per year; Debra Oban, \$14.15 per hour; Randall Oldfield, \$12.73 per hour; Aaron Olinger, \$10.57 per hour; James Olson, \$25.42 per hour; David Osborn, \$14.15 per hour; Sonya Papousek, \$24.31 per hour; Janice Peppmeier, \$20.71 per hour; Cory Percy, \$22.23 per hour; Randy Pfarr, \$26.41 per hour; Charles Quenzer, \$24.71 per hour; Jerold Rchetto, \$21.05 per hour; Robert Radensleben, \$22.86 per hour; Kenneth Rehberg, \$20.12 per hour; Scott Reif, \$20.56 per hour; Thomas Riley, \$14.15 & \$16.15 per hour; Barry Rodgers, \$24.31 per hour; Michael Runge, \$23.09 per hour; David Ruth, \$9,500.00 per year; Brandon Russell, \$10.57 per hour; Jeramy Russell, \$56,375.00 per year; Edmund Ryan, \$10.00 per hour; Lance Sandidge, \$22.23 per hour; Cynthia Schneringer, \$18.28 per hour; David Semingson, \$14.15 per hour; Cory Shafer, \$26.23 per hour; Lili Sjomeling, \$11.64 per hour; Elizabeth Smith, \$17.36 per hour; Sally Sprigler, \$24.31 per hour; Danny Stacy, \$21.88 per hour; James Sternhagen, \$14.15 per hour and \$16.15 per hour; Alea Struble, \$6,500.00 per year; Matthew Symonds, \$21.88 per hour; Gary Todd, \$6,500.00 per year; Teresa Tomford, \$18.28 per hour; Hailey Trewhella, \$11.71 per hour; Misty Trewhella, \$23.01 per hour; John Tridle, \$26.31 per hour; Trevor Tridle, \$20.12 per hour; Marie Vansickel, \$19.29 per hour; Wylie Walno, \$14.46 per hour; Jennifer Widener, \$9.72 per hour.



**REGULAR MEETING, January 6, 2020**

**Trolley Drivers** who work after midnight until 6:00 am will receive an additional \$1.00 per hour for shift differential pay. Trolley Drivers who take on additional duties of carrying the pager and being on call during the absence of the trolley manager, will receive an additional \$2.00 per hour while acting as assistant manager.

Dated this 6th day of January, 2020

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Resolution (Item I)

McKeown explained the update of the resolution. Martinisko moved, Johnson seconded to approve Resolution 2020-02 Extending Workers Compensation to Specific Individuals as corrected. Roll Call: Aye-All. Motion carried.

**RESOLUTION 2020-02**

**A RESOLUTION EXTENDING WORKERS' COMPENSATION COVERAGE TO SPECIFIC INDIVIDUALS FOR THE YEAR 2020**

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

**City Commission:** David Ruth Jr., Michael Johnson, Sharon Martinisko, Charlie Struble, and Gary Todd;

**Historic Preservation Commission:** Dale Berg, Tom Blair, Robin Carmody, Beverly Posey, Willie Steinlicht, Lyman Toews and Tony Williams;

**Historic Preservation Volunteers:** Judy Farris and Susan Zepkin;

**Library Board:** Dawn Burns, Vicki Buss, Linda Fredrick, Raul Ponce De Leon, and Charlene Miller;

**Planning & Zoning Commission:** Josh Keehn, Jeff Lawler, John Martinisko, Bill Rich, and Brett Runge;

**Police Department Reserve Officers:** Kenneth Batka, Deam Carollo, Mark Heltzel, Andrew Larive, Kay Luther, Matthew Symonds, and Wylie Walno;

**Deadwood Volunteer Fire Department:** Randy Addington, Phil Arellano, Melanie Bond, Pat Eastman, Toby Edstrom, Sandy Glover, Bill Glover, Alex Hamann, Ken Hawki, Francis Iverson, Mike Klamm, Jeff Millard, Trent Mohr, Dustin Nelson, Jerry Pontius, Cody Rakow, Jason Rakow, Rylan Rakow, Paul Robitaille, Melissa Rodgers, Mike Runge, Richard Stanger, Paul Thomson, Justin Vought, and Anne Wieringa.

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

Dated this 6th day of January, 2020

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Appoint (Item K)

Attorney Riggins clarified the state statue. Martinisko moved, Struble seconded to appoint Michael Johnson as City Representative on the Library Board as a voting member. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, January 6, 2020**

Permission (Item N)

Facilities Director Kruzal explained the safety issue with the door to the men's sauna. Todd moved, Struble seconded to pay P&L Carpentry \$3,050.40 for replacing cedar door in sauna at Rec Center. (2019 Public Buildings Budget.) Roll Call: Aye-All. Motion carried.

Permission (Item O)

Kruzal explained the safety issue at the entryway. Todd moved, Struble seconded to pay P&L Carpentry \$3,247.20 for installing two small roofs over entryway at Public Works Building. (2019 Public Buildings Budget.) Roll Call: Aye-All. Motion carried.

Resolution

McKeown explained the changes and additions to the resolution. Commissioner Johnson questioned burial fees, if that includes one plot (grave) or several. Nelson Jr. replied per plot. Commissioner Todd asked if administrative fees were reflected with utilities. McKeown replied, yes fees are reflected. Martinisko moved, Johnson seconded to approve Resolution 2020-04 to Establish fees for 2020. Roll Call: Aye-All. Motion carried.

**CITY OF DEADWOOD  
RESOLUTION 2020-04  
A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE  
CITY OF DEADWOOD**

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

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective for the 2020 year, replaces Resolution 2019-03. Rates effective January 1, with exception of Broadway Parking:

Accident Report .....	\$2.00
Animal Impound Fees:	
First Impoundment.....	\$25.00
Second Impoundment.....	\$50.00
Third and Subsequent Impoundment.....	\$100.00
Animal License:	
Dog or cat, spayed or neutered .....	\$5.00
Dog or cat, unsprayed or neutered .....	\$10.00
Banner Fee .....	\$150.00
Burial Fees-Oakridge:	
Space, excluding recording fee .....	\$300.00
For perpetual care(mandatory) .....	\$150.00
City Hall Office:	
NSF charges .....	maximum allowed by SDCL 57A-3-421
Contractor License-new .....	\$75.00
Contractor License-renewal (before February 15 <sup>th</sup> ).....	\$50.00
Horse Drawn Vehicles-limited to two.....	\$75.00
Grading Fee	
0 to 10 cubic yards .....	no charge
11 to 50 cubic yards .....	\$50.00
Over 50 cubic yards .....	\$1.00 per cubic yard
Investigation Fee .....	two times building permit

**REGULAR MEETING, January 6, 2020**

Mt. Moriah:

Admission over 12 .....\$2.00  
 12 and under ..... free

Nuisance/Labor Charge

Weed Removal.....\$71.50/hour/**employee**  
 Snow Removal .....\$71.50/hour/**employee**  
 Repair for damage to city property .....\$71.50/hour/**employee**

Parking:

Broadway hourly:

All Day October 15 thru May 15 .....\$5.00  
 All Day May 16 thru October 14 .....\$10.00  
 Lost Ticket .....\$25.00  
 Lost Pass .....\$10.00

Broadway leases:

Employee lease ..... \$50.00/month  
 Annual lease:  
 1-25 spaces..... \$100.00/month  
 26+ spaces ..... Upon review and negotiation of P & T Committee

Meters-Lower Main Street and Pioneer Way ..... \$1.00/hour  
 All other meters ..... \$.50/hour  
 Parking meter violation.....\$10.00  
 Parking Boot fee.....\$100.00

Other offenses:

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

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

Pawn Broker.....\$250.00/annual

**REGULAR MEETING, January 6, 2020**

**Recreation Center**

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

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

Single Adult (19-54)

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

Child/Senior (0-12 and 55+)

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

High School Student (13-18) with proof of student ID

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

Corporate Family

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

Corporate Single

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

Key Cards

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

Handley Center - Reciprocating Membership with Proof Membership...\$10.00/Per Month

Sign Permit Fee..... \$200.00

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

Staging fee-construction:

- Parking Space..... \$125.00/month
- Use of City Property ..... \$500.00/month

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

TENT RENTAL WITH APPROVED SPECIAL EVENT:

- 10' by 10' Set up and taken down by City Staff.....\$100.00
- 20' by 30' Set up and taken down by City Staff.....\$200.00
- 20' by 40' Set up and taken down by City Staff.....\$300.00

**REGULAR MEETING, January 6, 2020**

Trolley:

Fare ..... \$1.00/ride  
 All day pass .....\$5.00/pass  
 Convention pass..... \$5.00/pass  
 Punch card pass for 12 rides .....\$10.00/pass

Group Rates:

0 – 25 members .....\$50.00  
 26 – 50 members .....\$100.00  
 51 – 75 members .....\$150.00  
 76 – 100 members .....\$200.00  
 Each 25 additional .....\$50.00

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

Paratransit Services:

For Deadwood (**city limits**) residents, with payment to be made by exact change or check. A Trip is defined as one way:

Passengers 60 and Older

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

Passengers Under 60

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

Utilities: 5% increase for 2020

Water:

**Residential** minimum demand charge.....~~\$24.85~~ **\$26.10** Monthly

for all accounts, whether on or off, regardless of water usage; water usage charged as follows:

Water Usage	Water Rate
0 - 4,999 gallons	<del>\$1.91</del> <b>\$2.00</b> /1,000 gallons
5,000 - 9,999 gallons	<del>\$2.32</del> <b>\$2.45</b> /1,000 gallons
10,000 - 19,999 gallons	<del>\$2.89</del> <b>\$3.05</b> /1,000 gallons
20,000 - 49,999 gallons	<del>\$3.48</del> <b>\$3.65</b> /1,000 gallons
50,000 and over gallons	<del>\$4.63</del> <b>\$4.75</b> /1,000 gallons

**REGULAR MEETING, January 6, 2020**

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

Meter Size	Cost
1 inch or less	<del>\$46.80</del> <b>\$44.56</b>
1.5 inch	<del>\$62.65</del> <b>\$59.67</b>
2 inch	<del>\$94.00</del> <b>\$89.51</b>
3 inch	<del>\$140.95</del> <b>\$134.25</b>
4 inch	<del>\$187.95</del> <b>\$179.00</b>
6 inch	<del>\$281.95</del> <b>\$268.51</b>

with commercial water usage rates as follows:

Water Usage	Water Rate
0 - 9,999 gallons	<del>\$3.48</del> <b>\$3.65</b> /1,000 gallons
10,000 - 49,999 gallons	<del>\$4.05</del> <b>\$4.25</b> /1,000 gallons
50,000 and over gallons	<del>\$4.63</del> <b>\$4.85</b> /1,000 gallons

Waste water: (5% rate increase)

Residential.....	<del>\$4.20</del> <b>\$4.50</b> per month
Commercial one (1) inch or less meter .....	<del>\$10.50</del> <b>\$11.00</b> per month
Commercial meter greater than one (1) inch .....	<del>\$21.00</del> <b>\$22.00</b> per month

Garbage/Recycling Service:

Residential and small commercial accounts (defined as in-home apartments on the same site as the primary residential account): will be charged at the current contract rate that the city must pay to a private contractor, which includes service and applicable tax, per month for all accounts, whether on or off.....**\$21.50**

Commercial accounts: Responsible for own garbage removal.

Vending (temporary) 60-day notice required:

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

Zoning Fees:

Change of Zoning .....	\$200.00
Conditional Use Permit .....	\$200.00
Selling unrecorded plat .....	\$100.00
Subdivision approval first lot, then thereafter.....	\$100.00/\$30.00
Variance .....	\$200.00

**REGULAR MEETING, January 6, 2020**

**Archives/Historic Preservation Photocopy fees.**

	8.5"x 11.0"	8.5" x 14.0"	11.0" x 17.0"
Black and White copy	\$0.25	\$0.35	\$0.50
Color copy	\$0.50	\$0.75	\$1.00

**Products from city plotter: color and black and white.**

A Size 8 1/2" x 11"	\$3.00
B Size 11" x 17"	\$5.00
C Size 17" x 22"	\$7.00
D Size 22" x 34"	\$10.00
E Size 34" x 44"	\$12.00

Multiple copies may be outsourced at patron's expense. Materials may be loaned only upon written agreement and at the discretion of the appropriate department head. Loaned materials damaged during transit will be charged at patron's expense.

**Personnel time.**

Services requiring personnel time above and beyond typical city business by definition is the systematic searching of the city's collections to locate specific fact(s) which pertain to a person, place, location, or event. Fees are charged for the staff's time involved in doing the research and/or services whether or not an answer is found.

The costs for research services are as follows:

Per hour rate	\$20.00
Minimum research fee	\$5.00

**Audio visual/photographic/video tape reproduction.**

A. Photographic/audiovisual reproduction can be defined as the duplication of photographic or audiovisual media for commercial or personal use.

B. This constitutes all audio and visual recordings owned or housed by the city of Deadwood, the Deadwood historic preservation commission or the Deadwood public library. Duplication fees are as follows:

\$25.00 per audiotape cassette
\$15.00 per digital recording
\$25.00 per videotape
\$10.00 per DVD

C. The city of Deadwood charges a fee for each photograph which is reproduced for private or commercial purposes. A credit line must be given and will be stamped on the back of the copy print or will be attached to the digital image. These fees apply to images owned by the city of Deadwood, the Deadwood historic preservation commission or the Deadwood public library.

<i>Size</i>	<i>Color or Black &amp; White</i>
5.0 x 7.0	\$20.00
8.0 x 10.0	\$30.00
11.0 x 14.0	\$50.00
16.0 x 20.0	\$75.00

Slide(s) and negative(s) will be charged the price of out sourcing plus an additional fee of \$2.00 to the overall price to cover shipping and handling.

**REGULAR MEETING, January 6, 2020**

**Usage fee schedule.**

The following fees will be assessed for the use of photographs and audio-visual materials from the city of Deadwood, the Deadwood historic preservation commission or the Deadwood public library collections. These fees are in addition to other reproduction charges or processing fees.

Periodicals/Serials (per image)	Commercial Use:	Non-profit Use:
Under 5,000 circulation	\$10.00	\$5.00
5,001 - 9,999 circulation	\$30.00	\$15.00
10,000 - 25,000 circulation	\$50.00	\$25.00
Over 25,000 circulation	\$75.00	\$35.00

Book Editions, Video, Posters, CD ROM, Postcards, Calendars	Commercial Use:	Non-profit Use:
Under 5,000 circulation	\$20.00	\$10.00
5,001 - 15,000 circulation	\$35.00	\$15.00
15,001 - 25,000 circulation	\$50.00	\$25.00
25,001 - 50,000 circulation	\$75.00	\$40.00
Over 50,000 circulation	\$100.00	\$50.00

Special Use	Commercial Use:	Non-profit Use:
Book Jacket or Book Cover	\$75.00	\$40.00
Broadcast Use: commercials, motion picture, or television	\$100.00	\$50.00
Filmstrip or slide show	\$20.00	\$10.00
Decorative display in business	\$25.00	\$10.00

Lecture / Presentation	
If free and open to the public	\$0.00
If entrance fee charged	\$20.00

Audiovisual	
Non-profit use	\$5.00 per minute
Commercial Use	\$20.00 per minute

Website Use	
Non profit use	\$5.00
Commercial Use	\$50.00

**GIS data.**

OTHO Images	\$100/unit	\$1,500.00	Whole area
Contour Lines	\$25/unit	\$450.00	Whole area
Roads	\$30		Whole Area
Buildings	\$35		Whole Area
Points of Interest	\$10		Whole Area
* Includes staff time			

Dated this 6th day of January, 2020

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

**Resolution**

McKeown explained the update. Martinisko moved, Johnson seconded to approve Resolution 2020-05 Establish Boundaries for BID9 to include Deadwood Dicks. (Amends Resolution 2019-36.) Roll Call: Aye-All. Motion carried.

**AMENDED  
RESOLUTION NO. 2020-05  
(REPLACES RESOLUTION NO. 2019-36)  
RESOLUTION OF INTENT TO ESTABLISH  
BUSINESS IMPROVEMENT DISTRICT #9**



**REGULAR MEETING, January 6, 2020**

WHEREAS, the City of Deadwood has received a petition for the creation of Business Improvement District #9 pursuant to SDCL 9-55 as amended, and requesting the City of Deadwood adopt a Resolution of Intent to establish Business Improvement District #9 and impose an occupational tax on the transient guests of the following lodging establishments within the City of Deadwood and a general occupation tax on linear front footage on the following non-lodging establishments within the City of Deadwood; and

WHEREAS, it appearing to the City of Deadwood that proposed Business Improvement District #9 is being created to fund the following public project:  
Main Street revitalization efforts focusing on the promotion and operation of the Outlaw Square.

NOW THEREFORE BE IT RESOLVED by the City of Deadwood that the City hereby declares its intent to establish Business Improvement District #9 with the boundaries to be the following lodging and non-lodging establishments in the City of Deadwood. Any lodging or non-lodging establishments not listed can become a part of this District and included in the boundaries of the District by petition and approval of the City Council.

**Transient Commercial Property Owners-hotels & motels**

**Group 1**

BH Inn & Suites	206 Shadow Lane
Celebrity Hotel	629 Main Street
Deadwood Cottages	390 Main Street
Deadwood Cottages	388 Main Street
Deadwood Rentals	36 Water Street
Trucano B & B	124 Charles Street
Deadwood Dicks Hotel	51 Sherman Street

**Group 2**

Cadillac Jack's/Doubletree By Hilton	360 Main Street
Deadwood Mountain Grand/ Holiday Inn Resort,	1906 Deadwood Mountain Drive
Deadwood Station	68 Main Street
First Gold Hotel	270 Main Street
Gold Country Inn	801 Main Street
Holiday Inn Express	22 Lee Street
Hotel by Gold Dust	23 Lee Street
Silverado Franklin	709 Main
SpringHill Suites by Marriott	322 Main
Tru Hotel by Hilton	372 Main
Tin Lizzie's Hampton Inn	555 Main Street
Travelodge Inn and Suites	250 Main Street
Iron Horse Inn	27 Deadwood
Bullock Hospitality	633-635 Main Street
Hickok's Hotel & Casino	685 Main Street

**Non-Transient Commercial Property Owners**

Black Hills Novelty, LLC	69 Sherman Street
Wayne Morris	696 Main Street
Wild Hog, LLC DWD Harley	681 Main Street
Patchstop, LLC	666 Main Street
The Pink Door	596 Main Street
RE Center of DWD	11 Charles Street
David Barth	29 Lee Street
Madam Peacock's	638 Main Street
Berg Jewelry and Gift	650 Main Street
Jacobs Gallery	670 Main Street

**REGULAR MEETING, January 6, 2020**

BE IT FURTHER RESOLVED that the City of Deadwood declares its intent to establish an occupational tax to be imposed on transient guests renting rooms in the above described lodging establishments. The amount of the tax shall be \$2 per occupied room per night for Group 1 and \$1 per occupied room per night for Group 2, which shall not apply or be imposed on any transient guest who has been offered a room by a lodging establishment on a complimentary basis and for which no room fee or rent was charges for such room.

BE IT FURTHER RESOLVED that the City of Deadwood declares its intent to establish a general occupation tax based on the linear front footage of the above described non-lodging establishments. The amount of the tax shall be \$50 per month for each non-lodging establishment which has 30 or less linear feet of front footage, and shall be \$75 per month for each non-lodging establishment with more than 30 linear front footage feet.

The Total estimated or proposed cost for the above projects and activities is projected to be \$250,000 annually, with the revenues from the occupancy tax and the general occupation tax to fund some or all of the above projects and activities; and be it further

RESOLVED that a hearing shall be held before the Deadwood City Commission on Monday, December 16th, 2019 at the Deadwood City Commission Chambers located at 102 Sherman Street in the City of Deadwood, South Dakota, to consider the amendment of Business Improvement District #9 and the imposition of a \$2 per room occupancy tax on transient guests for rooms rented by Group 1 and a \$1 per room occupancy tax on transient guests for rooms rented by Group 2 by the above lodging establishments, and the imposition of \$50 per month for each non-lodging establishment above with 30 or less linear feet of frontage, and \$75 per month for each non-lodging establishment above with more than 30 linear feet of frontage.

The City Finance Officer shall give notice of this hearing by mailing complete copy of this Resolution of Intent to each of the owners of the lodging establishments and non-lodging establishments listed above and located within the proposed Business Improvement District #9.

Dated this 6th day of January, 2020

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

First Reading

McKeown explained the amendment of BID 9. Martinisko moved, Johnson seconded to approve first reading of Ordinance #1304 Amending BID 9 Creation. Roll Call: Aye-All. Motion carried.

First Reading

Historic Preservation Officer Kuchenbecker explained the amendment. Martinisko moved, Struble seconded to approve first reading of Ordinance #1305 Amending Chapter 3.28 Standardized Fee Schedule. Roll Call: Aye-All. Motion carried.

First Reading

Attorney Riggins explained the amendment. Martinisko moved, Johnson seconded to approve first reading of Ordinance #1306 Amending Chapter 5.08.10 Bingo. Roll Call: Aye-All. Motion carried.

First Reading

Nelson Jr. explained the amendment and said fee increase will be coming in June. Todd moved, Martinisko seconded to approve first reading of Ordinance #1307 Amending Chapter 16.09.010 Fees for Plats. Roll Call: Aye-All. Motion carried.

First Reading

Nelson Jr. stated this ordinance creates the ability to declare an emergency to be able to keep access open at all times. Martinisko moved, Johnson seconded to approve first reading of Ordinance #1308 Amending Chapter 12.22.010 Snow Routes. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, January 6, 2020**

Land Transfer

Kuchenbecker stated Historic Preservation Commission received a Quit Claim Deed from Kevin Oberembt to transfer land located at 227 Williams Street. Discussion was held concerning expenses. Martinisko moved, Johnson seconded to accept the recommendation from Historic Preservation to accept the transfer of land from Kevin Oberembt for the sum of \$1.00 located at Lot B, of Probate Lot 227, according to Plat Document 2015-5499. Roll Call: Aye-All. Motion carried.

Donations

McKeown spoke about the funds raised during free parking from November 28 to December 26, which was \$13,183.58. Discussion was held concerning requests from Non-Profits already received for 2020 budget. Commissioner Todd would like to see local holiday events, such as Santa Shop, Saloon #10 gifts from Santa, food banks, as well as Non-Profits. After discussion, Martinisko moved, Johnson seconded to inform public and request a letter of interest to Finance Office by January 31, set meeting date on February 3 to discuss requests and make the discussion public record on February 18. Keith Ewy, Deadwood Resident, asked who to address letters to. Mayor Ruth Jr stated letters should be addressed to Finance Officer McKeown. Roll: Aye-All. Motion carried.

Application

Police Chief Fuller spoke on behalf of Parking and Transportation Committee, spoke about City Ordinance allows 2 six-month livery vehicle permits. He stated one is currently used by Deadwood Alive and The Lucky Horse came before P&T to request the second permit, P&T approved pending proof of insurance and hard copy of intended route(s). Discussion was held on route and additional days from Deadwood Alive. After discussion, Todd moved, Martinisko seconded to approve Livery Vehicle application for Jill and Todd Weber dba The Lucky Horse pending proof of insurance, payment and copy of intended routes. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- Take no action on Raffle Permit for Lions Club to conduct ticket sales for fund raising. Drawing will be held on April 15.
- Main Street Masterplan Design Charrettes (Public Meetings)  
(To be held at Tin Lizzies in the Shelby Room)  
January 14, 2020 5:00 p.m. – 7:00 p.m.  
January 15, 2020 10:00 a.m. – 12:00 p.m.  
January 15, 2020 5:00 p.m. – 6:30 p.m. will show the recap of results.

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

ADJOURNMENT

Martinisko moved, Todd seconded to adjourn the regular session at 6:07 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2 (1) with possible action. The next regular meeting will be on Tuesday, January 21, 2020.

After coming out of executive session at 7:07 p.m. Johnson moved, Martinisko seconded to adjourn.

ATTEST:

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

\_\_\_\_\_  
Jessica McKeown, Finance Officer

BY: \_\_\_\_\_  
David Ruth Jr., Mayor

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

PACKET: 04912 COMBINED - 1/22/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE	I-011620	101-3000-202	LIQUOR LICENS BEV LICENSE - CELEBRITY	000000	150.00
01-3309	THE LORD'S CUPBOARD	I-010920	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	55.10
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						205.10
01-0418	BLACK HILLS PIONEER	I-108 - 2019	101-4111-423	PUBLISHING MINUTES - 12/2/19 - 2019	000000	143.68
		I-132 - 2019	101-4111-423	PUBLISHING ORDINANCE #1303/SUPP.BUDG-2019	000000	36.96
		I-135 - 2019	101-4111-423	PUBLISHING NOTICE TO BID/WHITEWD CRK-2019	000000	38.25
		I-168 - 2019	101-4111-423	PUBLISHING MINUTES - 12/16/19 - 2019	000000	227.30
		I-967 - 2019	101-4111-423	PUBLISHING MINUTES - 11/18/19 - 2019	000000	245.32
		I-988 - 2019	101-4111-423	PUBLISHING NOH -ZONE 3/OUTLAW SQUARE-2019	000000	11.09
				DEPARTMENT 111	COMMISSION	TOTAL:
						702.60
01-2394	GUNDERSON, PALMER, NELS	I-98059	101-4141-422	PROFESSIONAL LEGAL SERVICES - 2019	000000	4,500.00
		I-98060	101-4141-422	PROFESSIONAL LEGAL SERVICES/BID 9 - 2019	000000	870.00
				DEPARTMENT 141	ATTORNEY	TOTAL:
						5,370.00
01-0418	BLACK HILLS PIONEER	I-011020	101-4142-422	PROFESSIONAL 1 YR SUBSCRIPTION-FINANCE	000000	130.99
01-1808	NELSON, MARY JO	I-20100	101-4142-422	PROFESSIONAL CONSULTING - DEC. - 2019	000000	187.50
01-2160	CRAMER MARKETING	I-33338	101-4142-426	SUPPLIES YEAR END PAYROLL FORMS - 2019	000000	404.14
		I-33535	101-4142-426	SUPPLIES W2 ENVELOPES - FINANCE	000000	78.00
				DEPARTMENT 142	FINANCE	TOTAL:
						800.63
01-0418	BLACK HILLS PIONEER	I-43521	101-4192-423	PUBLISHING FT MAINTENANCE TECH AD/PUB BLD	000000	189.00
01-0436	BLACK HILLS WINDOW CLEA	I-83418	101-4192-422-13	PROFESSIONAL DEC 5 WINDOW CLEANING/REC	000000	477.00
01-0551	MENARD'S	I-46756	101-4192-434	MACHINERY/EQU CASTER-BRACE-FRAME-WALKBRD/PB	000000	865.30

PACKET: 04912 COMBINED - 1/22/20  
 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
01-0619	TWILIGHT FIRST AID & SA	I-27722	101-4192-426-04	SUPPLIES - CI OINTMENT-TABLETS-TOWELETTES/CI	000000	113.03
01-0682	PITNEY BOWES INC	I-010820	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-1380	WASTE CONNECTIONS, INC.	I-12692425	101-4192-426-11	SUPPLIES - PA DEC PARKS DUMPSTERS/PARKS	000000	435.90
		I-12693357	101-4192-426-20	SUPPLIES - RE DECEMBER RECYCLING BINS	000000	542.25
01-1483	KNECHT HOME CENTER	I-4209726	101-4192-425-10	REPAIRS - LIB GARMENT HOOK-RED OAK/LIBRARY	000000	85.44
01-1502	BLACK HILLS CHEMICAL	I-168131	101-4192-426	SUPPLIES 45 GAL BL GARBAGE BAGS/PUB BL	000000	1,248.55
		I-168132	101-4192-426	SUPPLIES 45 GAL BL GARBAGE BAGS/PUB BL	000000	93.18
		I-168545	101-4192-426	SUPPLIES BLEACH-GLASS CLEANER/PUB BLDG	000000	77.70
		I-168943	101-4192-426	SUPPLIES BLEACH-ENZYME-TOWEL-NO DYE	000000	133.60
01-3151	KONE INC.	I-959439353	101-4192-422-13	PROFESSIONAL DEC ELEVATOR MAINT/REC CENTER	000000	154.71
		I-959439354	101-4192-422-17	PROFESSIONAL- DEC ELEVATOR MAINTENANCE/MUS	000000	160.91
01-3318	PL CARPENTRY & ASSOCIAT	I-12/30/19 DORMERS	101-4192-425-14	REPAIRS - STR (2) DORMERS OVER DOORS/PW	000000	3,247.20
		I-12/30/19 SPA DOOR	101-4192-425-13	REPAIRS - REC NEW CEDAR MENS SPA DOOR/REC	000000	3,050.40
01-3342	RASMUSSEN MECHANICAL SE	I-INV022790	101-4192-425-17	REPAIRS-DAYS ASSEMBLY BEARING/DAYS MUSEUM	000000	771.18
		I-INV022806	101-4192-425-13	REPAIRS - REC CONTROL-IGNITOR-SPARKER/REC	000000	443.55
01-3896	EAGLE ENTERPRISES, LLC	I-22414	101-4192-426-13	SUPPLIES - RE (6) LED9W4PH/840DR-G6/REC CENT	000000	119.70
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 12,708.60
01-0510	GOLDEN WEST TECHNOLOGIE	I-361203	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,VIRUS PROT.	000000	1,314.00
01-4296	ONSOLVE, LLC	I-INV54661804622	101-4193-422	PROFESSIONAL CODE RED - 2020	000000	1,500.00
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 2,814.00
01-0467	CULLIGAN OF THE BLACK H	I-9041	101-4210-424	RENTALS BOTTLED WATER, CUPS-POLICE-'19	000000	32.00
		I-9650	101-4210-424	RENTALS COOLER RENT-DEC/POLICE - 2019	000000	15.00

PACKET: 04912 COMBINED - 1/22/20

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	
01-0467	CULLIGAN OF THE BLACK H	continued					
		I-9773	101-4210-424	RENTALS BOTTLED WATER,CUPS-POLICE-2019	000000	60.25	
		I-9912	101-4210-424	RENTALS BOTTLED WATER,CUPS-POLICE-2019	000000	57.25	
		I-9939	101-4210-424	RENTALS COOLER RENT - JAN'20 /POLICE	000000	15.00	
01-0508	GALLS, LLC						
		I-014530199	101-4210-426	SUPPLIES SERGEANT CHEV/INSIG-POLICE-'19	000000	25.89	
		I-014631095	101-4210-426	SUPPLIES SERGEANT CHEVRONS-POLICE-2019	000000	16.90	
01-0619	TWILIGHT FIRST AID & SA						
		I-27725	101-4210-424	RENTALS FIRST AID SUPPLIES - POLICE	000000	69.94	
01-1424	SOUTHSIDE SERVICE						
		I-051696	101-4210-425	REPAIRS OIL CHANGE,BATTERY-POLICE-2019	000000	331.10	
		I-051704	101-4210-425	REPAIRS SVC ENG,OIL,FILTER-POLICE-2019	000000	104.60	
01-1653	STURDEVANT'S AUTO PARTS						
		I-32-774956	101-4210-425	REPAIRS STANDARD CA - POLICE - 2019	000000	11.36	
		I-32-775205	101-4210-425	REPAIRS SYN5W20 - POLICE - 2019	000000	42.60	
01-3060	QUIK SIGNS						
		I-28909	101-4210-426	SUPPLIES 4 - 12x24 SIGNS - POLICE 2019	000000	56.61	
01-3346	REGIONAL HEALTH						
		I-700000832-12/31/19	101-4210-422	PROFESSIONAL TESTING - 2019	000000	214.00	
01-3720	SD DEPT. OF PUBLIC SAFE						
		I-010320	101-4210-424	RENTALS TELETYPE SERVICE/JAN-JUN/POLIC	000000	2,340.00	
01-3775	LUX, JUSTIN						
		I-011020	101-4210-422	PROFESSIONAL REIMBS.SHIPPING FEE - POLICE	000000	24.85	
01-3813	NARTEC, INC						
		I-13614	101-4210-426	SUPPLIES METH TEST AMPULES - POLICE	000000	187.50	
01-4299	BALCO UNIFORM CO, INC						
		I-56518	101-4210-426	SUPPLIES UNIFORM PANTS - POLICE -2019	000000	160.89	
01-4317	VIGILANT BUSINESS SOLUT						
		I-191267	101-4210-422	PROFESSIONAL BACKGROUND INVESTIGATIONS-2019	000000	111.00	
01-4566	ALL ASPECTS INC.LAND SU						
		I-2020-001	101-4210-422	PROFESSIONAL MAP FOR ZCN CONT./POLICE	000000	467.50	
DEPARTMENT 210 POLICE						TOTAL:	4,344.24
01-2685	CREATIVE PRODUCT SOURCI						
		I-131091	101-4211-426	5TH GRADE DAR TEE SHIRTS/5TH GRADE DARE	000000	507.84	
DEPARTMENT 211 ** INVALID DEPT **						TOTAL:	507.84

PACKET: 04912 COMBINED - 1/22/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0547	M&M SANITATION	I-41973	101-4221-422	PROFESSIONAL MONTHLY TOILET RENTAL/FIREWISE	000000	120.00
01-1502	BLACK HILLS CHEMICAL	I-168057	101-4221-426	SUPPLIES 2-SURE STEP RINSE/FIRE - 2019	000000	50.96
		I-168057A	101-4221-426	SUPPLIES SURE STEP RINSE/FIRE DEPT	000000	50.96
01-2473	SD DEPT. OF CORRECTIONS	I-C18D0298	101-4221-422	PROFESSIONAL FIRE SUPPRESSION WORK/FIREWISE	000000	399.36
		I-C18D0309	101-4221-422	PROFESSIONAL FIRE SUPPRESSION WORK/FIREWISE	000000	379.95
01-3056	NORTHERN HILLS TECHNOLO	I-9664020	101-4221-422	PROFESSIONAL ONLINE BACKUP SVC/FIRE -DEC'19	000000	32.50
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 1,033.73
01-4326	IWORQ	I-191999	101-4232-422	PROFESSIONAL CONTRACTOR LICENSING/BI	000000	2,150.00
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 2,150.00
01-0467	CULLIGAN OF THE BLACK H	I-0009719	101-4310-426	SUPPLIES (2) 5 GAL BOTTLED WATER/STREET	000000	13.00
		I-0009826	101-4310-426	SUPPLIES (1) 5 GAL BOTTLED WATER/STREET	000000	6.50
		I-0009913	101-4310-426	SUPPLIES (1) 5 GAL BOTTLED WATER/STREET	000000	6.50
01-0561	SD ONE CALL	I-SD19-3630	101-4310-422	PROFESSIONAL DEC LOCATE MSGS-FAXES/STREETS	000000	3.36
01-0588	SD FEDERAL PROPERTY AGE	I-553762208	101-4310-426	SUPPLIES HOPPER SELF DUMPING/STREETS	000000	850.00
01-0598	SUMMIT SIGNS AND SUPPLY	I-56991	101-4310-426	SUPPLIES (20) CANTILEVER ARM SUPPORTS/S	000000	360.00
01-0684	NORTHWEST PIPE FITTINGS	I-1284198	101-4310-425	REPAIRS CURB ONLY DEETER/STREETS	000000	461.94
01-1374	BUTLER MACHINERY COMPAN	I-06W00175225	101-4310-425	REPAIRS REPL SRVC BRAKE CONTROL/STRTS	000000	1,034.43
01-1406	STRETCH'S GLASS & CUSTO	I-I027937	101-4310-425	REPAIRS ELEC ADAPTER TRAILERS/STREETS	000000	89.97
		I-I027938	101-4310-425	REPAIRS FRONT SNOWPLOW KIT FRT/STREETS	000000	289.90
01-1653	STURDEVANT'S AUTO PARTS	I-32-774223	101-4310-426	SUPPLIES (2) WIX FUEL FILTER/STRTS	000000	33.36

PACKET: 04912 COMBINED - 1/22/20

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
01-1653	STURDEVANT'S AUTO PARTS	continued				
		I-32-774601	101-4310-425	REPAIRS WIX FUEL-WATER SEPARATOR/STRS	000000	26.70
		I-32-774826	101-4310-426	SUPPLIES SUPER STRENGTH MAL/STREETS	000000	3.86
		I-32-774922	101-4310-426	SUPPLIES PURPLE WASHER FLUID/STREETS	000000	23.94
		I-32-774975	101-4310-426	SUPPLIES ORANGE NITRILE/STREETS	000000	15.90
		I-32-775134	101-4310-426	SUPPLIES TERR 2.5 GA ULTRAP/STREETS	000000	62.34
		I-32-775491	101-4310-425	REPAIRS U-JOINT RANDY'S VEHICLE/STR	000000	28.69
01-1725	QUILL CORPORATION					
		I-3523723	101-4310-426	SUPPLIES RECT MONITOR STAND/STREETS	000000	17.59
01-1818	COLORADO CHAPTER ICBO					
		I-2020 ICC CONFERENC	101-4310-427	TRAVEL ICC CONF PERMIT TECH/RHONDA	000000	180.00
01-3346	REGIONAL HEALTH					
		I-700000832-12/31/19	101-4310-422	PROFESSIONAL TESTING - 2019	000000	90.00
01-3563	JANKE AND SONS TRUCKING					
		I-12/2 - 12/4/19	101-4310-422	PROFESSIONAL SNOW HAULING 12/2-12/4/19/STRE	000000	2,950.00
01-3704	GARDNER CONSTRUCTION					
		I-1614	101-4310-425	REPAIRS EXP BROKEN CULVERT-FILL/STRTS	000000	557.50
01-3974	HI-VIZ SAFETY WEAR, LLC					
		I-91150	101-4310-426	SUPPLIES T-SHIRTS-HOODIES-JACKET/STREET	000000	79.96
01-4467	BIG TEX TRAILER WORLD I					
		I-01/06/20 POLY SPIN	101-4310-425	REPAIRS POLY SPIN-DEFLECTOR-AUGER/STR	000000	927.74
					DEPARTMENT 310 STREETS	TOTAL: 8,113.18
01-1380	WASTE CONNECTIONS, INC.					
		I-12692512	101-4320-422	PROFESSIONAL RESIDENTIAL GARBAGE PICKUP	000000	6,664.05
					DEPARTMENT 320 SANITATION	TOTAL: 6,664.05
01-0467	CULLIGAN OF THE BLACK H					
		I-0009914	101-4520-426	SUPPLIES (4) 5 GAL BOTTLED WATER/PARKS	000000	26.00
		I-0009938	101-4520-426	SUPPLIES JANUARY COOLER RENTAL/PARKS	000000	15.00
01-0677	LAWSON PRODUCTS, INC.					
		I-9307289135	101-4520-426	SUPPLIES FENDER-FLAT WASHER-CAP SCREW/P	000000	107.37
01-0780	NEBRASKA SALT & GRAIN C					
		I-55243	101-4520-426	SUPPLIES (50) ICE SLICER GRANULAR/PARKS	000000	470.00
01-1502	BLACK HILLS CHEMICAL					



PACKET: 04912 COMBINED - 1/22/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1502	BLACK HILLS CHEMICAL		continued			
		I-168131	101-4520-426	SUPPLIES 45 GAL BL GARBAGE BAGS/PARKS	000000	1,248.54
		I-168132	101-4520-426	SUPPLIES 45 GAL BL GARBAGE BAGS/PARKS	000000	93.17
		I-168943	101-4520-426	SUPPLIES BLEACH-ENZYME-TOWEL-NO DYE	000000	133.59
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-774565	101-4520-426	SUPPLIES HZ BATTERY ASM/PARKS	000000	125.04
		I-32-774846	101-4520-426	SUPPLIES FILTER-CABLE LUBE-5W-20/PARKS	000000	55.59
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1376595	101-4520-425	REPAIRS LEVER ASSBLY STEERING/PARKS	000000	12.84
		I-1376625	101-4520-426	SUPPLIES CORDLESS BLOWER AND KIT/OUTLAW	000000	509.89
01-1948	HAUFF MID-AMERICA SPORT					
		I-56195A	101-4520-426	SUPPLIES BAL DUE ON INV 56195/PARKS	000000	23.70
01-3974	HI-VIZ SAFETY WEAR, LLC					
		I-91150	101-4520-426	SUPPLIES T-SHIRTS-HOODIES-JACKET/PARKS	000000	2,141.60
					DEPARTMENT 520 PARKS	TOTAL: 4,962.33
01-0619	TWILIGHT FIRST AID & SA					
		I-27721	101-4640-426	SUPPLIES EYE DRP-PAIN REL-LEN CLEAN '20	000000	58.84
01-3062	MARTINISKO, JOHN					
		I-2019-02	101-4640-422	PROFESSIONAL P&ZC MTG ATT 06/19/19-12/18/19	000000	280.00
01-3935	RUNGE, BRETT					
		I-2019-02	101-4640-422	PROFESSIONAL P&ZC MTG ATT 6/19/19-12/18/19	000000	210.00
01-4045	RUSSELL, JERAMY					
		I-011320	101-4640-427	TRAVEL TRAVEL EXP -GIS TRAINING -P&Z	000000	250.60
01-4186	RICH, BILL					
		I-2019-02	101-4640-422	PROFESSIONAL P&ZC MTG ATT 06/19/19-12/18/19	000000	280.00
01-4421	LAWLER, JEFFREY					
		I-2019-02	101-4640-422	PROFESSIONAL P&ZC MTG ATT 7/17/19-12/18/19	000000	280.00
01-4614	KEEHN, JOSH					
		I-2019-02	101-4640-422	PROFESSIONAL P&ZC MTG ATT 6/19/19-12/18/19	000000	280.00
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 1,639.44
					FUND 101 GENERAL FUND	TOTAL: 52,015.74

PACKET: 04912 COMBINED - 1/22/20

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4617	FOWLS, JENNELEA M.	I-010920	206-4550-427	TRAVEL	MILEAGE TO READS MEETING	000000 13.02
					DEPARTMENT 550 LIBRARY	TOTAL: 13.02
					FUND 206 LIBRARY FUND	TOTAL: 13.02

PACKET: 04912 COMBINED - 1/22/20

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0223	COCA COLA BOTTLING HIGH					
		I-3118108	209-4510-426	SUPPLIES 7 OZ CADDY PACK CUPS/REC CENT	000000	25.00
		I-3152450	209-4510-426	SUPPLIES 7 OZ CADDY PACK CUPS/REC CENTE	000000	25.00
01-0418	BLACK HILLS PIONEER					
		I-42862 43644	209-4510-423	PUBLISHING INV 42862 WINTER SPORTS EDITIO	000000	59.00
		I-42862 43644	209-4510-423	PUBLISHING INV 43644 COMM PAGES SPONSORSH	000000	12.50
01-3648	NETWORK SERVICES COMPAN					
		I-6508550	209-4510-426	SUPPLIES HRDWND TOWEL-SHAMPOO/REC	000000	259.62
01-3991	MIDCONTINENT TESTING LA					
		I-104157	209-4510-422	PROFESSIONAL (2) BACTERIA LAB TESTING/REC	000000	22.25
01-4317	VIGILANT BUSINESS SOLUT					
		I-191267	209-4510-422	PROFESSIONAL BACKGROUND INVESTIGATIONS-2019	000000	111.00
DEPARTMENT 510 REC CENTER						TOTAL: 514.37
01-0475	DEADWOOD CHAMBER & VISI					
		I-012120	209-4980-422	PROFESSIONAL B&B BILL LIST THRU 1/15/20	000000	13,582.23
		I-012120	209-4980-422	PROFESSIONAL 1ST QTR EVNT COMPLEX MGMT FUND	000000	5,606.25
DEPARTMENT 980 SPECIAL EVENTS						TOTAL: 19,188.48
FUND 209 BED & BOOZE FUND						TOTAL: 19,702.85

PACKET: 04912 COMBINED - 1/22/20

VENDOR SET: 01

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

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-012120	213-4630-423	MARKETING	BID 1-6 BILL LIST THRU 1/15/20 000000	30,011.89
					DEPARTMENT 630 BID	TOTAL: 30,011.89
					FUND 213 BID #1-6 (Business Imprv)	TOTAL: 30,011.89

PACKET: 04912 COMBINED - 1/22/20

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
01-1191	UMENTHUM, KEITH					
		I-478981	215-4572-235	VISITOR MGMT INFO & VISITOR PROJECT 2020	000000	115.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	115.00
01-2014	TOMS, DON					
		I-LEDGER PROJ 0120	215-4573-335	HIST. INTERP. LC TAX RECORDS BK 9 OF 19 2020	000000	600.00
01-2818	NATIONAL TRUST FOR HIST					
		I-R2031D5POF	215-4573-325	HIST. INTERP. 2020 MEMBERSHIP DUES	000000	250.00
01-4415	PEARSON, JACI					
		I-10771	215-4573-335	HIST. INTERP. ORAL HISTORY 2019	000000	2,700.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATI	TOTAL:	3,550.00
01-0578	TWIN CITY HARDWARE & LU					
		C-1912-054309	215-4575-525	GRANT/LOAN PA 5 BURLINGTON SMITH	000000	11.99-
		I-1912-052445	215-4575-525	GRANT/LOAN PA 5 BURLINGTON SMITH	000000	23.98
		I-1912-052690	215-4575-525	GRANT/LOAN PA 5 BURLINGTON SMITH	000000	17.99
		I-1912-052862	215-4575-525	GRANT/LOAN PA 5 BURLINGTON SMITH	000000	19.99
		I-1912-054310	215-4575-525	GRANT/LOAN PA 5 BURLINGTON SMITH	000000	8.99
		I-1912-054535	215-4575-525	GRANT/LOAN PA 5 BURLINGTON SMITH	000000	37.98
01-2597	MORSE, MARCIA E.					
		I-600067	215-4575-505	GRANT/LOAN RE MORTGAGE EXPENSE 2020	000000	412.13
01-4369	UNITED CHURCH OF CHRIST					
		I-123119	215-4575-520	GRANT/LOAN PR 2019 OUTSIDE GRAND RND 1	000000	8,000.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	8,509.07
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-361203	215-4576-600	PROFES. SERV. OFFSITE BKUP - HP	000000	215.00
01-0568	TDG COMMUNICATIONS					
		I-15899	215-4576-600	PROFES. SERV. WEBSITE HOSTING 2020	000000	450.00
01-4030	BLAIR, LINDA					
		I-123119	215-4576-630	PROFES. SERV. PECK GARDENS BC REIMBURSE 2019	000000	129.56
01-4288	STEELE, CINDY					
		I-123119	215-4576-630	PROFES. SERV. BURNHAM BC REIMBURSEMENT 2019	000000	29.22
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	823.78

PACKET: 04912 COMBINED - 1/22/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0563	RCS CONSTRUCTION	I-PR #3	215-4577-755	CAPITAL ASSET 291 WILLIAMS RETAIN WALL 2019	000000	39,158.50
01-3552	COMPETITIVE MASONRY	I-10820	215-4577-755	CAPITAL ASSET 25 MCKINLEY RETAIN WALL 2020	000000	1,848.46
		I-10820-1	215-4577-755	CAPITAL ASSET 25 MCKINLEY RETAIN WALL 2020	000000	2,490.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						43,496.96
01-0412	AMERICAN ENGINEERING TE	I-176513	215-4641-422	PROFESSIONAL 291 WILLIAMS RETAIN WALL 2019	000000	1,155.15
01-1827	MS MAIL & MARKETING	I-11261	215-4641-423	PUBLISHING DECEMBER NEWSLETTER 2019	000000	641.59
01-2145	BERG, DALE	I-2019-02	215-4641-422	PROFESSIONAL HPC MTG ATTEND JUL-DEC 2019	000000	420.00
01-2181	STEINLICHT, WILLIE	I-2019-02	215-4641-422	PROFESSIONAL HPC MTG ATTEND JUL-DEC 2019	000000	245.00
01-3346	REGIONAL HEALTH	I-700000832-12/31/19	215-4641-422	PROFESSIONAL	000000	35.00
01-3373	AMAZON WEB SERVICES	I-360703685	215-4641-428	UTILITIES WEB SERVICES 12/1/19-12/31/19	000000	682.03
01-3694	TOEWS, LYMAN	I-2019-02	215-4641-422	PROFESSIONAL HPC MTG ATTEND JUL-DEC 2019	000000	455.00
01-3696	BLAIR, THOMAS	I-2019-02	215-4641-422	PROFESSIONAL HPC MTG ATTEND JUL-DEC 2019	000000	315.00
01-4049	POSEY, BEVERLY	I-2019-02	215-4641-422	PROFESSIONAL HPC MTG ATTEND JUL-DEC 2019	000000	455.00
01-4362	CARMODY, ROBIN	I-2019-02	215-4641-422	PROFESSIONAL HPC MTG ATTEND JUL-DEC 2019	000000	420.00
01-4452	KTM DESIGN SOLUTIONS IN	I-KTM-182126	215-4641-422	PROFESSIONAL DESIGN-REPAIR 227 WILLIAMS "19	000000	2,161.00
01-4513	WILLIAMS, ANTHONY	I-2019-02	215-4641-422	PROFESSIONAL HPC MTG ATTEND JUL-DEC 2019	000000	455.00
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						7,439.77
FUND 215 HISTORIC PRESERVATION TOTAL:						63,934.58

PACKET: 04912 COMBINED - 1/22/20  
 VENDOR SET: 01  
 FUND : 216 REVOLVING LOAN  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4520	IVERSON CONSTRUCTION, I	I-2794	216-1310	DUE FROM OTHE 422 WILLIAMS KNIPPER	000000	3,550.00
01-4572	WESTENDORF, RANDY	I-3073380464	216-1310	DUE FROM OTHE 23 1/2 MCKINLEY WESTENDORF	000000	15,098.14
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						18,648.14
01-1162	SPEIRS, MARK	I-950147	216-4653-962-08	FOUNDATION GR FOUNDATION 38 VAN BUREN HUNTER	000000	3,176.41
		I-950148	216-4653-962-03	WINDOWS GRANT WINDOWS 38 VANBUREN HUNTER	000000	72.00
01-1333	DEADWOOD ELECTRIC	I-22041	216-4653-962-01	SPECIAL NEEDS ELDERLY 312 MAIN FERRIS	000000	446.42
01-2849	DAKOTA LUMBER CO	I-1912-115468	216-4653-962-03	WINDOWS GRANT DAKOTA LUMBER CO	000000	2,389.80
		I-1912-115469	216-4653-962-01	SPECIAL NEEDS ELDERLY 23 1/2 MCKINLEY WESTEN	000000	4,190.74
		I-2001116142	216-4653-962-03	WINDOWS GRANT WINDOWS 23 1/2 MCKINLEY WESTEN	000000	631.80
01-3552	COMPETITIVE MASONRY	I-781076	216-4653-962-01	SPECIAL NEEDS ELDERLY 23 1/2 MCKINLEY WESTEN	000000	1,200.00
01-4086	TWIN CITY HARDWARE - GR	I-1912-054078	216-4653-962-03	WINDOWS GRANT WINDOWS 110 MCGOVERN KIRKPATRI	000000	600.00
		I-1912-054859	216-4653-962-03	WINDOWS GRANT WINDOWS 110 MCGOVERN KIRKPATRI	000000	9,674.99
01-4419	BOUCHER, DAVID	I-123119	216-4653-962-03	WINDOWS GRANT WINDOWS 44 TAYLOR AVE	000000	2,350.20
01-4438	DAKOTA TITLE	I-OE-0772-19	216-4653-960	CLOSING CO 674 MAIN ELLE ACQUISITIONS LLC	000000	120.00
		I-OE-0774-19	216-4653-960	CLOSING CO 334 WILLIAMS BAUCOM	000000	120.00
		I-OE-0935-19	216-4653-960	CLOSING CO 23 1/2 MCKINLEY WESTENDORF	000000	120.00
		I-OE-674919	216-4653-960	CLOSING CO O&E WEBER - REISSUE - 2019	000000	120.00
01-4513	WILLIAMS, ANTHONY	I-121919	216-4653-962-04	SIDING GRANT SIDING 906 MAIN	000000	3,596.61
01-4572	WESTENDORF, RANDY	I-010620	216-4653-962-01	SPECIAL NEEDS ELDERLY 23 1/2 MCKINLEY	000000	1,829.49
01-4612	JS CONSTRUCTION, INC.	I-122-63	216-4653-962-04	SIDING GRANT SIDING/WINDOWS 61 TAYLOR STRUB	000000	6,578.49
		I-122-63	216-4653-962-03	WINDOWS GRANT SIDING/WINDOWS 61 TAYLOR STRUB	000000	1,200.00
01-4613	PEDERSON EXCAVATING, IN	I-16404	216-4653-962-08	FOUNDATION GR FOUNDATION 57 LINCOLN TRENTZ	000000	1,316.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						39,732.95
				FUND	216	REVOLVING LOAN
						TOTAL:
						58,381.09

PACKET: 04912 COMBINED - 1/22/20

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY	I-12/31/19 EQR	602-4330-422	PROFESSIONAL DECEMBER EQR PUB BLDGS/WATER	000000	26,148.22
01-0561	SD ONE CALL	I-SD19-3630	602-4330-422	PROFESSIONAL DEC LOCATE MSGS-FAXES/WATER	000000	3.36
01-1404	SD WATER & WASTEWATER A	I-02/12/20 SEMINAR	602-4330-427	TRAVEL 2020 ANN WATER SEMINAR/CORY P	000000	60.00
		I-02/12/20 SEMINAR	602-4330-427	TRAVEL 2020 ANN WATER SEMINAR/RANDY P	000000	60.00
01-1827	MS MAIL & MARKETING	I-11261-A	602-4330-426	SUPPLIES UTILITY BILLS MAILING-DEC/2019	000000	293.20
01-3076	SD DENR	I-RENEW CERTS 2020	602-4330-422	PROFESSIONAL 2020 CERT RENEWAL PFARR 1846	000000	12.00
		I-RENEW CERTS 2020	602-4330-422	PROFESSIONAL 2020 CERT RENEW SANDIDGE 3436	000000	12.00
		I-RENEW CERTS 2020	602-4330-422	PROFESSIONAL 2020 CERT RENEWAL REIF 2743	000000	12.00
		I-RENEW CERTS 2020	602-4330-422	PROFESSIONAL 2020 CERT RENEWAL PERCY 1226	000000	24.00
DEPARTMENT 330 WATER					TOTAL:	26,624.78
FUND 602 WATER FUND					TOTAL:	26,624.78



PACKET: 04912 COMBINED - 1/22/20

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-01/01/20 CONSUMP	603-4325-429	OTHER EXPENSE JAN CONSUMPTION/PUB BLDG	000000	705.99
				DEPARTMENT 325 SEWER	TOTAL:	705.99
			FUND 603 SEWER FUND		TOTAL:	705.99

PACKET: 04912 COMBINED - 1/22/20

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-4152	607-4580-422	PROFESSIONAL 2020 PASTPORT PROGRAM/MT MOR	000000	750.00
			DEPARTMENT 580	HISTORIC CEMETERIES	TOTAL:	750.00
			FUND 607	HISTORIC CEMETERIES	TOTAL:	750.00

PACKET: 04912 COMBINED - 1/22/20

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
01-1827	MS MAIL & MARKETING	I-11270	610-4360-426	SUPPLIES PRINTING MSRMT, FLEET CARDS-P&T	000000	35.00
01-2717	AMANO MCGANN, INC.	I-SVC270671	610-4360-425	REPAIRS ASMBLY PARTS-PAY ST'N/RAMP-'19	000000	2,258.95
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						2,293.95
01-1653	STURDEVANT'S AUTO PARTS	I-32-774003	610-4361-426	SUPPLIES FUEL & OIL FILTERS-TROLLEY-2019	000000	72.21
		I-32-774364	610-4361-426	SUPPLIES HOSE CLAMP - TROLLEY - 2019	000000	2.22
		I-32-774594	610-4361-426	SUPPLIES SEALED BEAMS - TROLLEY - 2019	000000	24.76
		I-32-774913	610-4361-426	SUPPLIES 3/8" MALE PIPES - TROLLEY-2019	000000	15.95
		I-32-775230	610-4361-426	SUPPLIES OIL FILTER, STND MI-TROLLEY-'19	000000	9.75
		I-32-775401	610-4361-425	REPAIRS HARDWARE - TROLLEY - 2019	000000	10.43
		I-32-775440	610-4361-425	REPAIRS INSTALL HARDWARE-TROLLEY-2019	000000	16.22
		I-32-775473	610-4361-426	SUPPLIES HARDWARE - TROLLEY - 2019	000000	12.21
01-2221	SD DEPT. OF LABOR	I-ACCT# 41155.0-4	610-4361-411	SALARIES 4TH QTR BENEFITS 2019	000000	620.00
01-2427	HOMETOWN TROLLEY	I-3507	610-4361-426	SUPPLIES FLOOR RUBBERS/BUMPERS-TROL-'19	000000	310.65
		I-3531	610-4361-426	SUPPLIES WHEEL SIMULATOR - TROLLEY	000000	380.10
01-3346	REGIONAL HEALTH	I-700000832-12/31/19	610-4361-422	PROFESSIONAL TESTING - 2019	000000	200.00
01-4036	SCOTT PETERSON MOTORS O	I-130091	610-4361-425	REPAIRS BRACKET - TROLLEY	000000	69.96
01-4347	VERIZON CONNECT NWF, I	I-OSV000001992111	610-4361-422	PROFESSIONAL GPS SERVICE - DEC/TROLLEY-2019	000000	109.75
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						1,854.21
01-0510	GOLDEN WEST TECHNOLOGIE	I-361203	610-4362-422	PROFESSIONAL MANAGED FIREWALL/PKNG RAMP	000000	75.00
01-3151	KONE INC.	I-959439353	610-4362-422	PROFESSIONAL DEC ELEVATOR MAINT/RAMP	000000	154.72
DEPARTMENT 362 BROADWAY GARAGE TOTAL:						229.72
FUND 610 PARKING/TRANSPORTATION TOTAL:						4,377.88

PACKET: 04912 COMBINED - 1/22/20

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-DEC-011720	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	2,224.54
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						2,224.54
				FUND	722 SALES TAX AGENCY	TOTAL:
						2,224.54

PACKET: 04912 COMBINED - 1/22/20

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-011420	723-4000-429	OTHER CITY SLOTS - PMT 7, YR 2	000000	29,829.55
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						29,829.55
FUND 723 NICKEL SLOT PAYMENT AGNCY TOTAL:						29,829.55
REPORT GRAND TOTAL:						288,571.91

50

### SOUTH DAKOTA COMMISSION ON GAMING

### RETAIL FLOOR PLAN

This document is to be completed by an Authorized Representative of the Deadwood City Commission. Upon its completion it and the floor plan is to be returned to the applicant. The applicant will then forward these documents to the Commission on Gaming with his Application for Licensing.

(Print or Type)

DATE: 1/12/2023

Name of Applicant: Celebrity Hotel Inc Ken Gienger

Business Where Gaming Will Occur:

Celebrity Hotel

Address:

629 MAIN

Deadwood, S.D. 57732

#### Deadwood City Commission Action

We approve the retail floor plan

We deny the retail floor plan

Reasons for denial: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_ representative of Deadwood City Commission, dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Signed: \_\_\_\_\_

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

CELEBRITY 1


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CELEBRITY 2



CAGE	





LA

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



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

## MEMORANDUM

**Date:** January 6, 2020  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2020 ESRI GIS Software Maintenance Schedule

The maintenance for the ESRI GIS software is due for 2020 (attached). The maintenance agreement runs from April 5, 2020 through April 4, 2021. This is the annual fee and provides upgrades, maintenance and technical support for the software. This office is working closely with Ferber Engineering, Inc. and ESRI to utilize current technology by converting our licenses to an on-line platform which will allow greater integration into other departments and additional users within those departments. The below breakdown represents the current configuration but may change slightly as this transformation to on-line usage develops. This represents the maximum price for this year's annual maintenance agreement.

Below is a breakdown of the City Departments and users of GIS. The maintenance fees for each department are the responsibilities of that department per the budgeting process. The Fire Department contracts directly with ESRI for their GIS maintenance and upgrades.

### Historic Preservation

Server	ArcGIS for Desktop Advanced	\$3,000.00
Single	Historic Preservation Officer	\$400.00
Concurrent	Archivist	\$500.00
ArcGIS	Business Analyst	\$500.00
Server	ArcGIS Enterprise Server	<u>\$5,000.00</u>
<i>Subtotal</i>		\$9,400.00

### Public Works

Concurrent	Public Works Station	\$500.00
Single	Public Works Director	<u>\$400.00</u>
<i>Subtotal</i>		\$900.00

### Planning & Zoning

Concurrent	Zoning Administrator	\$700.00
ArcGIS	Online Viewer	\$100.00
Concurrent	Building Inspector	<u>\$500.00</u>
<i>Subtotal</i>		\$1,300.00

### Parking & Transportation

ArcGIS	GeoEvent Server (Trolley Tracker)	\$5,000.00
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**GIS Maintenance Total** **\$16,600.00**

**Recommended Motion:** *Recommend approval of the various departments share of the GIS Maintenance package for 2020 at a total cost of \$16,600.00 as budgeted.*



Esri Inc  
380 New York Street  
Redlands CA 92373

## **Subject: Renewal Quotation**

**Date:** 03/05/2019  
**To:** Kevin Kuchenbecker  
**Organization:** City of Deadwood  
Planning & Preservation Office  
**Fax #:** 605-578-2084 **Phone #:** 605-578-2082

**From:** Alan Chrest  
**Fax #:** 909-307-3083 **Phone #:** 888-377-4575 Ext. 2857  
**Email:** achrest@esri.com

Number of pages transmitted  
(including this cover sheet): 5

Quotation #25883641  
Document Date: 01/05/2019

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 888-377-45752857  
Fax #: 909-307-3083

# Quotation

**Date:** 01/05/2019

**Quotation Number:** 25883641

City of Deadwood  
Planning & Preservation Office  
102 Sherman St  
Deadwood SD 57732  
**Attn:** Kevin Kuchenbecker

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Alan Chrest

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
P.O. Box 741076  
Los Angeles, CA 90074-1076

**Customer Number:** 272559

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 04/05/2019 End Date: 04/04/2020	3,000.00	3,000.00
1010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 04/05/2019 End Date: 04/04/2020	700.00	700.00
2010	3	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 04/05/2019 End Date: 04/04/2020	500.00	1,500.00
3010	2	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 04/05/2019 End Date: 04/04/2020	400.00	800.00
4010	1	153147	100.00	100.00

**Quotation is valid for 90 days from document date.**

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

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

**Issued By:** Alan Chrest      **Ext:** 2857

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 888-377-45752857  
Fax #: 909-307-3083

# Quotation

Page 2

**Date:** 01/05/2019

**Quotation Number:** 25883641

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Online Viewer (Formerly Named User Level 1) Term License Start Date: 04/05/2019 End Date: 04/04/2020		
5010	5	153417 ArcGIS Business Analyst Web App Online Term License Start Date: 04/05/2019 End Date: 04/04/2020	100.00	500.00
6010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 04/05/2019 End Date: 04/04/2020	5,000.00	5,000.00
7010	1	161337 ArcGIS GeoEvent Server Up to Four Cores Maintenance Start Date: 06/01/2019 End Date: 04/04/2020	4,229.32	4,229.32
			<b>Item Subtotal</b>	15,829.32
			<b>Estimated Tax</b>	0.00
			<b>Total</b>	<b>USD 15,829.32</b>

**DUNS/CEC: 06-313-4175 CAGE: 0AMS3**



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380 New York Street  
Redlands, CA 92373  
Phone: 888-377-45752857  
Fax #: 909-307-3083

# Quotation

Page 3

**Date:** 01/05/2019

**Quotation Number:** 25883641

Item	Qty	Material#	Unit Price	Extended Price
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IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX OR EMAIL YOUR PURCHASE ORDER TO 909-307-3083/Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.



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380 New York Street  
Redlands, CA 92373  
Phone: 888-377-45752857  
Fax #: 909-307-3083

# Quotation

Page 4

**Date:** 01/05/2019    **Quotation No:** 25883641    **Customer No:** 272559

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

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD \_\_\_\_\_ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

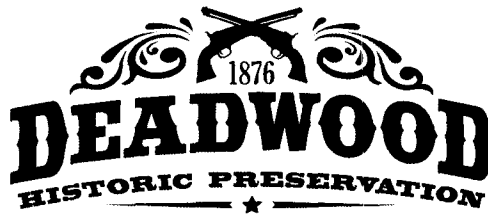
\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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



LeB

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

## MEMORANDUM

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**Date:** January 9, 2020  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Repair of Historic Preservation Chuckwagon

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The Historic Preservation chuckwagon has served as portable information for the past four seasons. Due to the continual exposure to the elements it is in need of maintenance. Hansen Wheel and Wagon Shop in Letcher, South Dakota has assessed the chuckwagon. Hanson's estimate for maintenance/service costs is \$3,251.68. A copy of the estimate is attached.

The Historic Preservation Commission reviewed this request at their January 8, 2020 meeting and recommend to the City Commission to hire Hansen Wheel and Wagon Shop to repair the Historic Preservation chuckwagon at a cost not to exceed \$3,251.68 to be taken out of HP Capital Assets General Maintenance line item.

**Recommended Motion:** *Move to hire Hansen Wheel and Wagon Shop to repair the Historic Preservation chuckwagon at a cost not to exceed \$3,251.68 to be taken out of HP Capital Assets General Maintenance line item.*



40979 245th St.  
Letcher, SD 57359

# Estimate

Date	Estimate #
12/3/2019	2292

Name / Address

Days Of 76 Museum  
Deadwood History Board  
Po Box 391  
Deadwood, Sd 57732

Ship To

Customer E-mail	Terms	Rep	FOB	Customer Phone
carolyn@deadwoodhistory.com	VISA	JE	Letcher SD	605-578-1657 museum

Item	Description	Qty	U/M	Cost	Total
	Service/Maintenance of Chuckwagon				
Cold set 2	Cold set tire- up to 2 x 1/2	4	ea	56.95	227.80T
4- Gear Hardware	Make and install steel washers on axles.	2	hr	65.00	130.00T
4- Gear Hardware	Make combo pole cap (Horse and Tractor), bolt hounds, and adjust wheel wrench.	4	hr	65.00	260.00T
4- Gear Hardware	Clean, inspect, and service entire wagon.	16	hr	65.00	1,040.00T
CWF008	Dinner Triangle and Ringer -Hand Forged with leather strap.	1	ea	68.88	68.88T
6- Epoxy/Finish	Seal entire wagon and tools with Timber Oil.	10	hr	70.00	700.00T
8- Outfitting	Replace ropes in top and barrel. New leather straps as needed.	8	hr	65.00	520.00T
2- Gear Wood C...	Wooden wheel chalks with rubber bottom.	1	hr	80.00	80.00T
Shop Components	Materials and supplies applied to customer projects	1		225.00	225.00T

Conditions

1)Terms: 50% non-refundable deposit due prior to start of construction; final 50% due upon completion; FOB Letcher, SD. 4.5% SD Sales Tax applies to customer pickups or shipments in-state.; refer to retail sale deposit terms & conditions for cancellation fees. 2) Material guaranteed as specified unless otherwise negotiated. Workmanship to be per standard practices and procedures. Our workers are fully covered by Workmen's Compensation Insurance. 3) All workmanship & design as per authentic antique specifications, not necessarily in accordance with current laws & plans. Plans are not of HWWWS original design, unless specified. Buyer assumes all responsibility for liability after purchase. 4) Schedule contingent upon normal events under control of Hansen Wheel and Wagon Shop. 5) Start Date: Within \_\_\_ days of receipt of acceptance of this estimate. This estimate is valid for 90 days from the date of this quote. 6) Please return a signed copy with your deposit.

Date \_\_\_\_\_

Signature \_\_\_\_\_

<b>Subtotal</b>	\$3,251.68
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$3,251.68

Phone #	Fax #	E-mail	Web Site
605-996-8754	605-996-2686	info@hansenwheel.com	www.hansenwheel.com





841 Meacham Rd, Statesville, NC, 28677  
 PHONE: 800-424-0422 FAX: 833-930-1124  
 WQ-10139298

LoC

**Sell To:**

Contact Name	Bob Nelson	Ship To Name	City of Deadwood
Bill To Name	City of Deadwood	Ship To	Deadwood, SD 57732
Bill To	108 Sherman Street Deadwood, SD 57732 USA		USA
Email	bobjr@cityofdeadwood.com		
Phone	(605) 578-2082		

**Quote Information**

Salesperson	Caryn Lasley	Created Date	1/6/2020
Salesperson Email	<a href="mailto:clasley@wastequip.com">clasley@wastequip.com</a>	Expiration Date	2/5/2020
Salesperson Phone	(270) 709-0687	Quote Number	WQ-10139298

Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (705) Blue ---Lid Color - (705) Blue ---Body Hot Stamp on Both Sides (New) in White ---Wheels - 10in Sunburst ---Stopbar - Galvanized ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	New Body Hot Stamp	50.00	\$48.25	\$2,412.50
79235	Model 79235 - Toter 35 Gallon EVR II Universal Cart	---Body Color - (200) Black ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (New) in White ---Wheels - 10in Sunburst ---Stopbar - Galvanized ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (up), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs		50.00	\$35.75	\$1,787.50
Op-Can Cut-out	---Can Cut-out		12" Hole	50.00	\$5.00	\$250.00
Hot Stamp Fee	---One time Set up Charge for New Hot Stamp			1.00	\$300.00	\$300.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$4,750.00
Shipping Terms	FOB Origin	Shipping	\$2,064.70
		Tax	\$0.00
		Grand Total	\$6,814.70



841 Meacham Rd, Statesville, NC, 28677  
PHONE: 800-424-0422 FAX: 833-930-1124  
WQ-10139298

**Additional Information**

**Additional Terms** Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

**Additional Information** Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

**Signatures**

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

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

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

Purchase Order: \_\_\_\_\_

**Please Reference Quote Number on all Purchase Orders**

LoE

Jerry C. Rachetto & Joe B. Peterson  
470 Main Street/PO Box 587  
Deadwood, SD 57732  
phone: (605) 578-3853 or (605) 578-2141  
fax: (605) 578-2200

Rachetto & Peterson

January 9, 2020

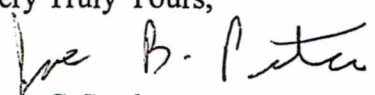
City of Deadwood  
Attn: Jessica  
100 Sherman Street  
Deadwood, SD 57732  
Emailed: [jessicca@cityofdeadwood.com](mailto:jessicca@cityofdeadwood.com)

Re: Account #3-060020-02

Dear City Commissioners:

We would like to terminate our Miller Street parking contract effective immediately.

Thank you for your cooperation.

Very Truly Yours,  
  
Jerry C. Rachetto  
Joe Peterson

JCR:tmm

\* 30 day notice  
required per contract.  
\* January billed prior  
to notification given  
to Finance Office.



# Invoice

6F

<b>Invoice No</b> 265831	<b>Date</b> 1/8/2020	<b>Page</b> 1 of 1
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Zuercher Technologies, LLC, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746  
 www.centalsquare.com  
 Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centalsquare.com

**Bill To**  
 Deadwood Police, SD  
 100 Sherman St  
 Deadwood SD 57732  
 United States

**Ship To**  
 100 Sherman St  
 Deadwood SD 57732  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
16771	Deadwood Police, SD		USD	Net 30	2/7/2020

Description	Units	Rate	Extended
Contract No. Q-00022576			
1 Data Conversion. Payment Due January 1, 2020	1	\$13,500.00	\$13,500.00

Please include invoice number(s) on your remittance advice,  
 made payable to Zuercher Technologies, LLC  
**ACH / EFT:**  
 Routing Number 121000248  
 Account Number 4644735748  
 Wells Fargo (Phone 800-869-3557)  
 E-mail payment details to: Accounts.Receivable@centalsquare.com

**Check:**  
 1000 Business Center Dr.  
 Lake Mary FL. 32746  
 United States

<b>Subtotal</b>	\$13,500.00
<b>Tax</b>	\$0.00
<b>Invoice Total</b>	\$13,500.00
<b>Payments Applied</b>	\$0.00
<b>Balance Due</b>	\$13,500.00



ate Received \_\_\_\_\_  
ate Issued \_\_\_\_\_

License No. 604

# Uniform Alcoholic Beverage License Application

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

**A. Owner Name and Address**  
Deadwood History, Inc.  
150 Sherman St.  
Deadwood, SD 57732

**B. Business Name and Address**  
Lic# RB-20301 Malt Beverage  
Days of '76 Museum  
18 Seventy Six Dr  
Deadwood, SD 57732

Owner's Telephone#: 605-722-4800

Business Telephone#: \_\_\_\_\_

- C. Indicate the class of license being applied for**  
(submit separate application for each class of license).
- Retail (on-sale) Liquor
  - Retail (on-sale) Liquor - Restaurant
  - Retail (on-off sale) Wine
  - Package (off-sale) Liquor
  - Retail (on-off sale) Malt Beverage
  - Retail (on-off sale) Malt Beverage & SD Farm Wine
  - Package (off sale) Malt Beverage
  - Package (off sale) Malt Beverage & SD Farm Wine
  - Other (please classify) \_\_\_\_\_
  - Transfer Fee \$150.00

**D. Legal description of licensed premise:**  
Lots 2 & 3 of the Days of 76 tract as shown on the plat of  
Lots 1,2 & 3 of the Days of 76 Tract formerly the Days of  
76, Tract being a portion of M.S. 569, all located in the NE ¼  
of Sec 23T5N, R3B, B.H.M., City of Deadwood, Lawrence Co

Have you ever been convicted of a felony?  Yes  No

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

E. State Sales Tax Number: 1027-5335-STC

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

Number of other Package Liquor Licenses held: 0  
Number of other On-sale Liquor Licenses held: 0  
Is this License in active use?  Yes  No

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

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

Date \_\_\_\_\_ Print Name Rose Speirs Signature Rose Speirs

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

Place of business is located in a municipality?  Yes  No County: \_\_\_\_\_

This application was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Approving Officer's Telephone number \_\_\_\_\_ Signature: \_\_\_\_\_

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

Application approved for Sunday on-sale operation?  Yes  No  
Are real property taxes paid to date?  Yes  No  
Ineligible for video lottery   
Number of video lottery terminals on licensed premise: \_\_\_\_\_

Renewal - no public hearing held   
Amount of fee collected with application \$ \_\_\_\_\_  
Amount of fee retained \$ \_\_\_\_\_  
Forwarded with application \$ \_\_\_\_\_

**For Local Government Use**  
\_\_\_\_\_  
Mayor or Chairman  
disapproved, endorse reason thereon and return to applicant

**Transferred (State Use)**  
From: \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_  
**STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_**

**February 7: *Calamity's Shindig: Deadwood History's Fundraiser*** – No one threw a better party than Calamity Jane. Join us for musical entertainment by Kenny Putnam and Boyd Bristow; Jena Sierks as the adventurous wildcat of the West, Calamity Jane, and Andy Moser as Marshal Con Stapleton; heavy hors d'oeuvres catered by Cheyenne Crossing; Chubby Chipmunk Hand-Dipped Chocolates; cash bar and live auction. Homestake Adams Research and Cultural Center; 6:00 p.m. – 9:00 p.m.; admission \$40 per person. Purchase online at [DeadwoodHistory.com](http://DeadwoodHistory.com) or call 605-722-4800.

**SD Federal Property Agency**  
20 Colorado SW  
Huron SD 57350

**Huron**  
PH: 605-353-7150  
Toll: 800-438-8302  
Fax: 605-353-7164

**Box Elder**  
PH: 605-923-4884  
Toll: 800-847-7584  
Fax: 605-923-3990

1244  
Deadwood City  
102 Sherman St  
Deadwood, SD 57732

Date 01/14/2020  
invoice 553762208  
Page 1  
PO #

Sales Person DMM

**Comments:**

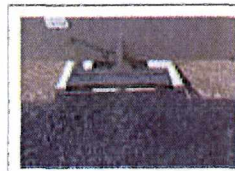
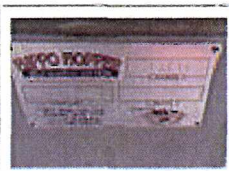
Description	Quantity	Price	Extended Price
Item Number		Discount	
HOPPER, SELF DUMPING Item #: 18-5651M-003	1	\$850.00	\$850.00

Total: \$850.00

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature agrees to terms on reverse.

Property hereon (except FPSV stock #s) is issued under CFDA 39.003 and must be reported on the annual schedule of Federal Awards for audit purposes. Amounts to be reported must be obtained from SD Legislative Audit or SD Federal Property.





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Hippo Hopper, self dumping hopper, 5 yard, 8000# capacity.

**Stock #:** 18-5651M-003

**Location:** Western Distrib. Site

**Price:** 850.00

**Unit of Measure:** EA

**SN VIN:** 25098

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## Inquire About This Item

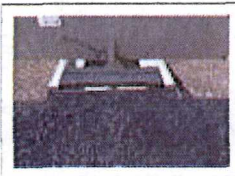
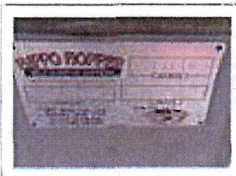
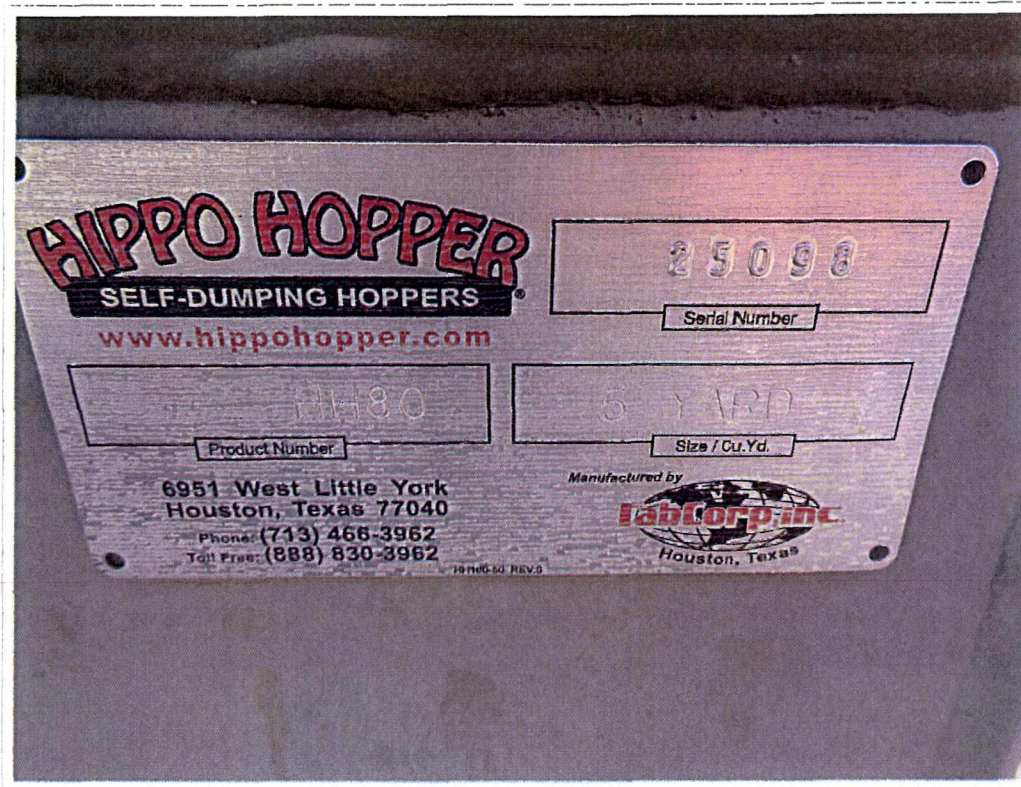
**Phone:** 1-800-847-7584

**Email:** BOA-SDFPABoxElder@state.sd.us, kaelene.borkowski@state.sd.us

Thank you for inquiring about this item. We will contact you soon in regards to your inquiry.

---

Visit our website for information about South Dakota Federal Surplus Property  
<http://www.state.sd.us/boa/fsp.htm>



Hippo Hopper, self dumping hopper, 5 yard, 8000# capacity.

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**Location:** Western Distrib. Site

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Thank you for inquiring about this item. We will contact you soon in regards to your inquiry.

Visit our website for information about South Dakota Federal Surplus Property  
<http://www.state.sd.us/boa/fsp.htm>

6 J

with commercial water usage rates as follows:

Water Usage	Water Rate
0 - 9,999 gallons	<del>\$3.48</del> <b>\$3.65</b> /1,000 gallons
10,000 - 49,999 gallons	<del>\$4.05</del> <b>\$4.25</b> /1,000 gallons
50,000 and over gallons	<del>\$4.63</del> <b>\$4.85</b> /1,000 gallons

Waste water: (5% rate increase)

Residential.....	<del>\$4.20</del> <b>\$4.50</b> per month
Commercial one (1) inch or less meter .....	<del>\$10.50</del> <b>\$11.00</b> per month
Commercial meter greater than one (1) inch .....	<del>\$21.00</del> <b>\$22.00</b> per month

Garbage/Recycling Service:

Residential and small commercial accounts (defined as in-home apartments on the same site as the primary residential account): will be charged at the current contract rate that the city must pay to a private contractor, ~~which includes~~ ~~excludes~~ service and applicable tax, per month for all accounts, whether on or off .....**\$21.50**

Commercial accounts: Responsible for own garbage removal.

Vending (temporary) 60-day notice required:

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

Zoning Fees:

Change of Zoning .....	\$200.00
Conditional Use Permit .....	\$200.00
Selling unrecorded plat .....	\$100.00
Subdivision approval first lot, then thereafter.....	\$100.00/\$30.00
Variance .....	\$200.00

**Archives/Historic Preservation Photocopy fees.**

	8.5" x 11.0"	8.5" x 14.0"	11.0" x 17.0"
Black and White copy	\$0.25	\$0.35	\$0.50
Color copy	\$0.50	\$0.75	\$1.00

**Products from city plotter: color and black and white.**

A Size 8 1/2" x 11"	\$3.00
B Size 11" x 17"	\$5.00



COLORADO CHAPTER  
EDUCATION COMMITTEE  
P.O. BOX 961  
ARVADA, COLORADO 80001

PRSR STD  
U.S. POSTAGE  
PAID  
DENVER, CO  
PERMIT NO. 289



10\*14\*\*\*\*\*MIXED AADC 800

Trent Mohr  
City of Deadwood, SD  
67 Dunlap Ave  
Deadwood SD 57732-1510

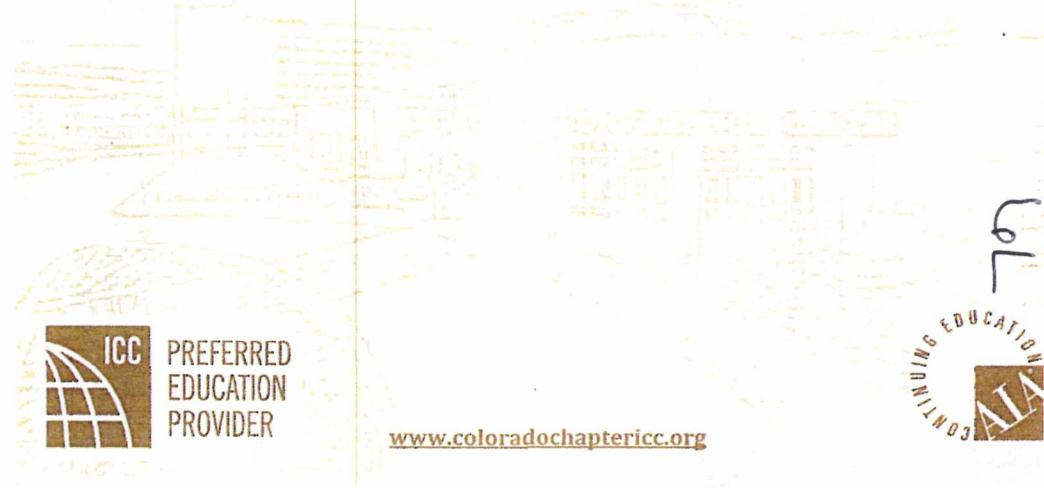
The **COLORADO CHAPTER**  
of the International Code Council  
presents the



*35th*  
**ANNUAL**  
**EDUCATIONAL**  
**INSTITUTE**

March 2<sup>nd</sup> - March 6<sup>th</sup>, 2020

**Embassy Suites**  
**Loveland Hotel Spa & Conference Center**



PREFERRED  
EDUCATION  
PROVIDER

[www.coloradochaptericc.org](http://www.coloradochaptericc.org)



# COURSE DESCRIPTIONS

Course descriptions are listed by day, Monday – Friday

<b>181: Building Dept Guide to Government Efficiency, Customer Service, &amp; Public Relations</b>	<b>Terry Knox, Shums Coda Associates.</b> This program focuses on methods designed to bridge communication gaps between building department professional and the public, political community and appointed representatives. Elements and techniques designed to assist the Building Department professional in facing challenges to maintain ethical, legal, and code compliance standards for professional image enhancement is the program's objective.
<b>182 &amp; 282: The Complete Permit Technician</b>	<b>Steve Burger, C.B.O., LEED A.P., Shums Coda Associates Code Consultants.</b> This two-day course is intended to provide essential information in the areas of code history and administration, legal aspects, customer service, basic construction, inspection process, zoning requirements, permit fee calculations, basic occupancy and construction types, basic means of egress, and dealing with difficult customers. The course is recommended for front counter personnel, other Building Department staff and those who may be interested in preparing for the 2018 ICC Permit Technician certification exam. Please bring a calculator, highlighter, 2018 IBC, 2018 International Zoning Code, Legal Aspects of Code Administration and Basic Code Enforcement.
<b>183: Building Envelope Testing</b>	<b>Robert Jutras, P.Eng., Principal Engineer, Building Envelope Performance, Underwriter's Laboratories.</b> The topic of this class is to establish what tests are available for building envelope performance evaluation, how are they required by Code, which standards are referred and how they are performed. The course will cover requirements specified in both the IRC and IBC. The attendees will also be informed on UL's Product IQ platform, ArchServices webpage and the Code Authority Webpage.
<b>184: Soils Identification &amp; Foundation Design</b>	<b>Bill Koechlein, P.E., Cesare, Inc.</b> This class provides a detailed discussion of soils and foundation investigations, testing of soils in the laboratory, classification of soils, types and design of foundations, geotechnical recommendations, construction observations, and how they are implemented into geotechnical reports.
<b>185: Commercial Plan Review</b>	<b>Gil Rossmiller, Colorado Code Consulting.</b> This class will explain the process of conducting a plan review for small/medium sized commercial projects. The class will provide students with formats, processes and an understanding of how to conduct a commercial plan review. Plan sets will be provided for in-class review.
<b>186: Assessment of Alternate Methods &amp; Materials</b>	<b>Steve Thomas, Colorado Code Consulting.</b> This class will review the use of the alternate materials and methods requirements of the codes. The class will review the use of ICC evaluation reports when using the International Building Code. Different types of materials and methods will be discussed. Examples of how those materials and methods should be evaluated will be provided to attendees so they will have a better understanding of how to review or submit alternates.
<b>187: Fire-Resistance, Opening Protection and the 5 Walls</b>	<b>David Dodge, CSI, CDT, McKeon Door Company.</b> This seminar reviews fundamental principles found within chapters 3 thru 10 of the IBC as they pertain to the use of the 5 walls, their openings and opening protectives. This seminar addresses guideline fundamentals and is a helpful study of core code issues. These core issues are: Definition of the five walls, elevators & elevator shaft protection, exit access separation, vertical opening separation, occupancy separation, area separation, corridor separation, smoke compartmentation and the use of smoke barriers.
<b>188: 2018 International Residential Code Overview</b>	<b>Bill Clayton, Colorado Code Consulting.</b> This class explores the major provisions of the 2018 IRC. The presentation includes detailed discussions of the provisions addressing the following issues: building planning, foundations, floor, wall and roof construction, exterior wall finishes, and roofing systems.
<b>189: Residential Plumbing Inspections 101</b>	<b>John Magee, Colorado State Plumbing Inspector.</b> This course is based on the plumbing provisions of the 2018 IRC and is designed for the beginning inspector. Hands-on and visual presentations of fittings and materials found in a typical residential setting and how the fittings are used for water piping, drainage and venting will be included. Pictures and isometric drawings will be shown and discussed, detailing multiple plumbing installations.
<b>190: It's All Good in the Hood – A UL Guide to Understanding Commercial Kitchens</b>	<b>Guy Tomberlin and Jon Roberts, UL.</b> This class will discuss commercial kitchens as a complete system working together. Topics will include commercial hoods, UL listings for appliances and equipment, duct requirements including fire-resistance rated enclosure methods and UL designs. Also discussed will be the various ventilation requirements, fire suppression and unique relationship between the different occupancies. There will be interactive learning exercises throughout the day that will test your knowledge and understanding of these important systems. So be ready to expand your knowledge in an entertaining and interactive day of learning.
<b>191: 2020 National Electrical Code Load Calculations</b>	<b>Jaime E. Loza, NJATC, NTI Instructor.</b> This class will focus on the different areas of the 2020 NEC where calculations are required in order to provide a safe and compliant installation. It will review calculations for overcurrent and overload protection, grounding and bonding, transformers and motors. Different scenarios will be explored and the options for each will be considered. Attendees will also be introduced to the use of the ANNEX C – Conduit and Tubing Fill Tables for Conductors
<b>192: NFPA 241 Overview &amp; the IFC Requirement for Buildings Under Construction</b>	<b>Joe McElvaney PE, Phoenix Fire Department (retired)</b> After this class the student will understand the fundamental requirements for Fire Safety requirement for buildings under construction. Items to be covered includes: 1) Fire loss history; 2) Fire Safety Program; 3) Program manager responsibilities; 4) Fire Dept. access; and 5) Fire protection systems.
<b>193: Make an Impact: Performance &amp; Evaluation of Community Risk Reduction Programs</b>	<b>Sunny Smaldino, Colorado Springs Fire Department.</b> The Colorado Springs Fire Department will be sharing the performance measures and evaluation techniques for their risk reduction program that works collaboratively with the 130+ Independent Living, Assisted Living, Memory Care and Skilled Nursing facilities in Colorado Springs. A panel of stakeholders will discuss the lessons learned and how they have been successful in validating behavior change and decreasing risk at these healthcare facilities.
<b>281: Building Science Fundamentals</b>	<b>Joe Lstiburek, Building Science Corporation.</b> This class will help you understand how to control rain, groundwater, humidity, temperature, energy and noise in buildings without rotting them, burning them down or making them unaffordable or unbuildable. Questions to be answered include; Where to put your air barrier? Do you even need a vapor barrier? Do you vent an attic or not? How about a crawlspace? How much air does a building need?
<b>283: IECC Interactive</b>	<b>Gil Rossmiller, Colorado Code Consulting, Jim Meyers, SWEEP.</b> We can all read the International Energy Conservation Code book so we don't need another class that just walks through what it says. Let's work together to unveil the misinterpreted sections, work through plan review and inspection issues and learn from each other.

# REGISTRATION AND COURSE SELECTION FORM

REGISTRATION DEADLINE IS **FRIDAY, FEBRUARY 21, 2020.**

Complete a **SEPARATE REGISTRATION FORM FOR EACH PARTICIPANT.** Please **PRINT** the following as you wish it to appear on your badge:

NAME: (PRINT CLEARLY PLEASE!) Rhonda McGrath  
 REPRESENTING: City of Deadwood, SD Public Works  
 PHONE: (605) 578-3082 EMAIL: rmcgrath@cityofdeadwood.com  
 MAILING ADDRESS: 67 Dunlop Avenue  
Deadwood, SD 57732

MAIL TO: COLORADO CHAPTER ICC, EDUCATION COMMITTEE, P.O. BOX 961, ARVADA, COLORADO 80001

Online Registration Available at: [WWW.COLORADOCHAPTERICC.ORG](http://WWW.COLORADOCHAPTERICC.ORG)

## FEE CALCULATION AND COURSE SELECTION - MARK THE APPLICABLE BOXES

Attendance:	Full Week (5 days) <input type="checkbox"/> \$ 400	Per Day <input checked="" type="checkbox"/> \$ 90	Amount Enclosed for This Individual
	$\$ 180 + 477 = \$ 657 + \text{mileage/meals}$		\$ 180.00

All Classes Are Full Day - Choose Only One Class Per Day Full payment MUST accompany registration form(s)

<b>DAY ONE - MONDAY, MARCH 2, 2020 - 8:00 AM</b>	
<input type="checkbox"/> 181 Building Dept Guide to Gov't Efficiency, ..... & Public Relations <input checked="" type="checkbox"/> 182 The Complete Permit Technician (also check Day 2). <input type="checkbox"/> 183 Building Envelope Testing <input type="checkbox"/> 184 Soils Identification & Foundation Design <input type="checkbox"/> 185 Commercial Plan Review <input type="checkbox"/> 186 Assessment of Alternate Methods & Materials	<input type="checkbox"/> 187 Fire-Resistance, Opening Protection and the 5 Walls <input type="checkbox"/> 188 2018 International Residential Code Overview <input type="checkbox"/> 189 Residential Plumbing Inspections 101 <input type="checkbox"/> 190 It's All Good in the Hood - A UL Guide to Commercial Kitchens <input type="checkbox"/> 191 2020 National Electrical Code Load Calculations <input type="checkbox"/> 192 NFPA 241 Overview & IFC Req's for Bldgs Under Construction <input type="checkbox"/> 193 Make an Impact: Community Risk Reduction Programs
<b>DAY TWO - TUESDAY, MARCH 3, 2020 - 8:00 AM</b>	
<input type="checkbox"/> 281 Building Science Fundamentals <input checked="" type="checkbox"/> 282 The Complete Permit Technician (also check Day 1) <input type="checkbox"/> 283 IECC Interactive <input type="checkbox"/> 284 Building Loads & Wall Bracing <input type="checkbox"/> 285 2018 IBC Means of Egress <input type="checkbox"/> 286 Advanced Occupancies	<input type="checkbox"/> 287 2018 International Building Code Overview <input type="checkbox"/> 288 Backside of the IBC- Chapter 12 & Beyond <input type="checkbox"/> 289 2018 International Plumbing Code Venting <input type="checkbox"/> 290 Furnace and Water Heaters <input type="checkbox"/> 291 2020 National Electrical Code Update <input type="checkbox"/> 292 Commissioning, Testing & ITM of Active Fire Protection System <input type="checkbox"/> 293 Hemp Extraction and Hazard Materials...
<b>DAY THREE - WEDNESDAY, MARCH 4, 2020 - 8:00 AM</b>	
<input type="checkbox"/> 381 Disaster Assessment <input type="checkbox"/> 382 CBO Administration: So You Want to Be a Building Official? <input type="checkbox"/> 383 COMCheck & RESCheck Plan Review <input type="checkbox"/> 384 Construction Defects, Failures, Repairs, & Building Materials <input type="checkbox"/> 385 Plan Review for Permit Technicians <input type="checkbox"/> 386 Advanced Means of Egress	<input type="checkbox"/> 387 Fire Resistance Rated Construction Req's of the 2018 IBC <input type="checkbox"/> 388 Commercial Accessibility <input type="checkbox"/> 389 PMGE Fundamentals <input type="checkbox"/> 390 SMACNA HVAC Duct Construction Standards <input type="checkbox"/> 391 PV Solar Plan Review & Inspection <input type="checkbox"/> 392 Energy Storage Systems <input type="checkbox"/> 393 NFPA Standards Update for Current Fire and Life Safety Issues
<b>DAY FOUR - THURSDAY, MARCH 5, 2020 - 8:00 AM</b>	
<input type="checkbox"/> 481 Marijuana and the Code <input type="checkbox"/> 482 Construction, What Could Possibly Go Wrong? <input type="checkbox"/> 483 Building Science Meets IECC <input type="checkbox"/> 484 Down the Load Path - Decks <input type="checkbox"/> 485 Residential Plan Review <input type="checkbox"/> 486 2018 IBC Fire and Life Safety Principles	<input type="checkbox"/> 487 Protect Your Openings - Doors, Windows, & Dampers <input type="checkbox"/> 488 Assessment of Existing Bldg's for Building & Fire Code Officials <input type="checkbox"/> 489 Water, Energy & Time Efficient Hot Water Systems <input type="checkbox"/> 490 Reviewing Mechanical Plans Using Manual J, D, and S <input type="checkbox"/> 491 Introduction to Grounding & Bonding - NEC Article 250 <input type="checkbox"/> 492 Fire Alarm; All the Noise and Planning <input type="checkbox"/> 493 Fire Service Mains and Their Appurtenances
<b>DAY FIVE - FRIDAY, MARCH 6, 2020 - 8:00 AM</b>	
<input type="checkbox"/> 581 Blue Beam Revu <input type="checkbox"/> 582 Single Family Homes, from Application to Occupancy <input type="checkbox"/> 583 Residential IECC Field Compliance <input type="checkbox"/> 584 Lateral Loads and Expansive Soil Design & Construction <input type="checkbox"/> 585 International Residential Code - Chapter 3 <input type="checkbox"/> 586 International Existing Building Code	<input type="checkbox"/> 587 Special Inspections of Installed Firestop Systems <input type="checkbox"/> 588 Roofing Inspection <input type="checkbox"/> 589 Swimming Pool & Spa Code <input type="checkbox"/> 590 Mechanical Ventilation Strategies <input type="checkbox"/> 591 2020 National Electrical Code Wiring Methods <input type="checkbox"/> 592 2018 International Fire Code Update <input type="checkbox"/> 593 Fatal Arson Fires

Our Federal Tax ID Number is: 23-7421122

Registration deadline is Friday, February 21, 2020.

Telephone: (303) 658-2077 or Email: [dhorras@cityofwestminster.us](mailto:dhorras@cityofwestminster.us) for program information.

Call the **Embassy Suites Loveland Hotel, Spa and Conference Center** at 1-800-EMBASSY for hotel reservations. When calling, be sure to reference the 'ICC Colorado Chapter Educational Institute' for the available room rate of \$159 per night.

$3 \text{ nights} = \$ 477$

LM

**Amended Renewable Ready Subscriber Agreement**

This Amended Renewable Ready Subscriber Agreement (the “Agreement”) is entered into on \_\_\_\_\_, 2020 (the “Agreement Date”) by and between **Black Hills Power, Inc., d/b/a Black Hills Energy**, a South Dakota corporation (the “Company”) and **City of Deadwood, SD** (“Customer”) (individually “Party” and together, “Parties”). The “Effective Date” of Agreement will begin either the date the Renewable Ready program begins producing renewable energy or the Agreement Date, whichever occurs last. **This Amendment replaces the previously executed Renewable Ready Subscriber Agreement (Contract #25937) in its entirety to account for a recently approved expansion of the Corriedale Project.**

- 1. General terms.** The Company agrees to sell and the Customer agrees to buy renewable energy through the Company’s Renewable Ready program, subject to this Agreement and the terms and conditions of service as specified in the Company’s Electric Tariff (“Electric Tariff”), including without limitation the Renewable Ready Service Tariff, on file with the South Dakota Public Utilities Commission, as the same may be changed from time to time. A copy of the Electric Tariff is available from the Company’s website [www.blackhillsenergy.com](http://www.blackhillsenergy.com). In the event of any conflict between the terms of this Agreement and the Electric Tariff, the provisions of the Electric Tariff shall control.
- 2. Subscription Premises.** Subscription Premises are those premises selected by the Customer and the Company, with preference given to locations where the metered usage is 50,000 kWh or more annually. The Customer’s Subscription Premises are as follows:

Service Location	City	State	Account Number	Service Agreement	Service Point ID	Subscribed Energy (kWh)
RECREATION CENTER	DEADWOOD	SD	302256574	302250612	1042780696	647,020
MUSEUM	DEADWOOD	SD	302256574	302250591	5209403854	246,415
CITY HALL	DEADWOOD	SD	302256574	302257556	5677523649	203,660
WELCOME CTR	DEADWOOD	SD	302256574	302254129	7089427614	90,066
RODEO GROUNDS	DEADWOOD	SD	302256574	302259683	8444566840	87,465
INTERPRETIVE CENTER	DEADWOOD	SD	302256574	302250917	7574172433	71,463
BROADWAY PARKING RAMP	DEADWOOD	SD	302256574	302252398	3592011338	60,928
CITY SHOP	DEADWOOD	SD	302256574	302254316	9589821530	51,510
THORPE BLDG	DEADWOOD	SD	302256574	302253944	4016780240	49,640
ADAMS MUSEUM	DEADWOOD	SD	302256574	302250085	5985581699	44,778

TOTAL						1,552,945
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3. **Representations.** Customer hereby makes the following representations and warranties to Company:
  - a) Customer warrants the person signing this Agreement on behalf of Customer is individually authorized and competent to sign this Agreement and bind Customer to the terms herein; and
  - b) Customer currently receives electric service from Company at the Subscription Premises set forth above, and either (1) has an aggregate usage across all accounts of 300,000 kWh or more per year; or (2) is classified as a governmental account(s).
  
4. **Renewable Energy Source.** The source of the renewable energy for service under this Agreement will be a 52.5 MW wind project to be located west of Cheyenne, Wyoming (the "Corriedale Project"). The Customer will begin to receive energy as described in Paragraph 5 following when the Corriedale Project is commercially operating.
  
5. **Selection of Subscription Share.** The Customer has elected to subscribe to 1.21% share of the output of the Company's portion (32.5 MW) of the renewable energy produced by the Corriedale Project ("Subscription Share"). The Subscription Share was determined by the Company and the Customer based on the Customer's last twelve-month usage, or its projected usage if Customer has not received service for a prior period of twelve months. Each month the Company will use the Customer's Subscription Share and the amount of renewable energy produced by the Company's portion of the Corriedale Project to calculate the Customer's amount of renewable energy. The Customer will be charged and credited for its renewable energy pursuant to the terms of this agreement and the Company's Renewable Ready Service Tariff with the South Dakota Public Utilities Commission. The Company makes no representation as to the actual monthly output of the Corriedale Project.
  
6. **Renewable Ready Charge and Credit.** The Renewable Ready Charge for the term of this Agreement is \$0.024 per kWh as set forth in the Renewable Ready Tariff effective on the date of execution of this Agreement. The Renewable Ready Credit is adjusted on an annual basis along with the Company's Energy Cost Adjustment filing and will be adjusted on Customer billing. The Renewable Ready Credit effective on the date of execution of this Agreement is \$0.02346 per kWh.
  
7. **Agreement Term and Renewal.** The term of this Agreement is 25 years ("Initial Term") beginning on the Effective Date. The Agreement will automatically renew for successive one-year terms (each a "Renewal Term") at the expiration of the Customer's Initial Term or any Renewal Term. All terms of this Agreement shall apply to any Renewal Term. Either party to the Agreement may cancel the automatic renewal of the Agreement and terminate the Agreement upon expiration of the then-existing term by providing written notice at least ninety (90) days prior to the end of the applicable term, without incurring an Early Termination Fee. If no written notice is received by either party, the Agreement will automatically renew for a successive Renewal Term.
  
8. **Customer Changes to Subscription.** Based on the availability of renewable energy in the program, the Company may make available to subscribing customers the opportunity to increase their subscription share at any point during the Initial Term or any subsequent Renewal Term.



9. **Subscription Transfer.** If a Customer transfers electric service to a new premises within the Company's South Dakota certificated territory, the Company will transfer the Renewable Ready Service to the new premises for a charge of \$250. If the Customer has multiple premises within the Company's South Dakota certificated territory, the Customer shall have the option to transfer the Renewable Ready Service from a premises that is discontinuing service to another premises within the Company's South Dakota certificated territory for a charge of \$250. The Customer must provide the Company with at least thirty (30) days prior written notice of any request for a transfer of service under this paragraph and will further cooperate with any necessary amendments to this Agreement in order to effectuate the transfer.
10. **Transfer of Ownership.** If the Customer transfers all of its interest in the premises identified in this Agreement, the Customer may transfer its Subscription Share in the Renewable Ready Service Tariff to the new owner of the premises with prior written approval from the Company. The Customer and the new owner shall notify the Company in writing at least thirty (30) days prior to ownership transfer and cooperate with the Company provide all information necessary for the Company to evaluate the new owner for service under the Renewable Ready Service Tariff. Approval or denial of the transfer of the Subscription Share is within the reasonable discretion of the Company, however, Company shall not unreasonably withhold approval, condition approval or delay approval. Any denial of the transfer will result in an Early Termination Fee as set forth in Paragraph 14.
11. **Annual Review.** The Company shall conduct an annual review of Customer's aggregate usage over the prior twelve month period, or prorated usage if the Customer has not received service for a prior period of twelve months. If Customer's aggregate usage falls below 90% of the Subscription Share, the Company will proportionally reduce the Subscription Share. Any reduction will result in a pro-rated Early Termination Fee as set forth in Paragraph 14 of this Agreement. Written notice of the reduction and associated Early Termination Fee will be provided to the Customer.
12. **Customer Relocates Outside of Service Area.** If the Customer relocates to a premises outside of the Company's South Dakota certificated service territory, the Customer's subscription under the Renewable Ready Service Tariff will be terminated and the Customer will be charged the Early Termination Fee as set forth in Paragraph 14.
13. **Customer Ceases Operations or Terminates Service.** If the Customer ceases operations or terminates service from the Company at its premises within the Company's South Dakota certificated service territory, the Customer's subscription under the Renewable Ready Service Tariff will be terminated and the Customer will be charged the Early Termination Fee as set forth in Paragraph 14.
14. **Early Termination Fee.** Early termination of this Agreement will result in an Early Termination Fee of \$9,850 multiplied by the number of years remaining in the current Agreement Term or Renewal Term at the time of the termination (the "Early Termination Fee"). Any reduction of aggregate usage, as described in Paragraph 11 of this Agreement, will result in a pro-rated Early Termination Fee based on the proportional difference between the Customer's prior Subscription Share and the reduced Subscription Share. The entire amount of any Early Termination Fee will be immediately due upon receipt of notice from the Company. If Customer's Subscription is fully re-subscribed by a similarly situated customer within ninety (90) days of notification or termination, Customer's Early Termination Fee may be waived by the Company.
15. **Renewable Energy Credits.** Any Renewable Energy Credits associated with the renewable energy allocated to the Customer based on its Subscription Share and the production of the Company's portion of the Corriedale Project will be transferred to or retired on behalf of the Customer.
16. **Termination by Company.** The Company shall have the unilateral right to terminate this Agreement at any time if the renewable energy facilities supporting the Renewable Ready program do not

achieve commercial operation or do not perform pursuant to the industry standard expectations for a facility similar to the Corriedale Project.

17. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota.
18. **Waiver.** Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Agreement. Failure of either Party to enforce any term or condition of this Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Agreement.
19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The Parties agree that an electronic copy of a signature will be deemed original and binding.
20. **Third Party Beneficiaries.** Except as otherwise specifically provided herein, this Agreement is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.

Signatures on following page(s)

**As a qualified Black Hills Power, Inc. customer, I have read, understand, and agree to the terms of the Agreement set forth above:**

For the [Customer Name]:

---

By:

Its:

Date:

For Black Hills Power, Inc.:

---

By:

Its:

Date:



TALLGRASS LANDSCAPE ARCHITECTURE, LLC

25138 Little Italy Road  
Custer, SD 57730  
605.517.1899  
605.440.2254

[info@tallgrasslandscapearchitecture.com](mailto:info@tallgrasslandscapearchitecture.com)  
[www.tallgrasslandscapearchitecture.com](http://www.tallgrasslandscapearchitecture.com)

## Proposal for Services

**Project:**

**Whitewood Creek Improvements, Phase 5 Cleanup;  
Phase 4 Construction Management**

**City of Deadwood, South Dakota**

**Date: December 26, 2019**

Bob Nelson, Jr, Public Works Director  
Jeremy Russell, Planning and Zoning Director  
**City of Deadwood**  
108 Sherman Street  
Deadwood, SD 57732

Bob and Jeremy,

Thank you for asking Tallgrass Landscape Architecture to submit this proposal to continue to develop rehabilitation and restoration plans for Whitewood Creek. As always, we very much appreciate our working relationship with Deadwood!

This project includes:

- a) Bidding and construction management of the cleanup and planting portions of Phase 4 and
- b) Phase Five Whitewood Creek Improvements focused between 76 Drive and Hwy 14A. Phase 5 will continue to restore the creek habitat, decrease erosion and sedimentation, and enhance the riparian plant communities while cleaning up overgrowth and dead plants.

The scope of work will generally be to conduct a careful review of the existing conditions, design bank stabilization and erosion control, planting, and direct plant and refuse removal. The goals of this section are to; provide general cleanup of human debris, waste, dead / poor quality vegetation, and add habitat, including planting and creek habitats additions, where desirable. A topographic study and high quality imaging of this creek section has already been completed and will be the base for Phase 5 construction drawings. We propose to provide landscape architecture services that will include rehabilitation (clean up) design, restoration (planting and erosion control) design, bidding assistance, and construction administration (construction management services).

The following scope outlines our commitment to this project:

**Project Schedule:**

The project schedule is expected to be as follows, but is open to change during the process. Significantly shortening or elongating the schedule may affect the scope and fees.

- A. See attached schedule for Phase 5 Cleanup / Planting design, bidding and construction schedule

### **City's General Project Responsibilities**

In order to adequately support the project during its duration the City shall:

- A. Inform landscape architect of known governmental requirements, including zoning, ordinances and permit requirements, known special restrictions, and zoning conditions as they pertain to project
- B. Allow staff time to attend and plan for meetings
- C. Provide coordination between staff, commissioners and other entities within the city that need or should be involved in the project as it progresses
- D. Provide schedule, meeting reservations, advertising and staff support for Historic Review and any other required public meetings
- E. Provide construction bid advertising, developing contractor interest if necessary, bid opening, preparing bid analysis and contract negotiation.

### **Consultant's General Project Responsibilities**

In order to adequately develop the project during its duration the Landscape Architect shall:

- A. Set Up Reference Systems for the project information to document and collect the project information relevant to our work
  - i. This information is available during and after the project to those authorized and who request it
- B. Participate in Project Meetings:
  - i. Prepare for and lead Project Meetings as required

### **Our detailed project approach follows:**

#### **1.1 Construction Contract Administration Services, Phase 4**

The Landscape Architect shall provide the following administration services associated with the construction of the Project:

- A. Coordinate bidding, provide bid package to the City and CIC, organize and run pre-bid conference, answer questions, provide clarifications, and otherwise assist the owner with project bidding.
- B. Review the bid with the intent to understand any issues that may arise from pricing concerns or other questions that arise
- C. Meet with the selected contractor.
- D. Take part in the pre-construction conference.
- E. Provide plan clarifications to the contractor
- F. Review and take appropriate action on shop drawings and change order requests submitted for approval.
- G. Be available to the contractor and owner to answer questions, participate in calls and provide information to the project.
- H. Undertake periodic observation of the work in progress for conformance with Construction Documents
- I. Coordinate the pickup and care of plants from Pennington County by the selected contractor.
- J. Evaluate the completed work to determine acceptance or non-acceptance based on conformity with the design intent expressed in the Construction Documents – including preparing a punch list to the contractor and owner for landscape items.

- k. Revisit the site at the one-year mark to observe the work and identify any deficient work that is covered by the warranty.

### 1.2 Cleanup and Rehabilitation Design Phase, Phase 5

In order to identify the physical attributes and limitations of the site relative to the Project Program, the Landscape Architect shall coordinate with the City Staff to:

- A. Provide general site analysis - identifying existing site conditions and features such as topography, drainage patterns, vegetation, including significant specimen plants, water elements, structures, views, known off-site considerations and previous planning documents relevant to the Project Program and as they pertain to project
- B. Confirm general location of utilities as they pertain to project
- C. Analyze existing site conditions to identify physical attributes and limitations of the Project site as they pertain to project
- D. Conduct site visits as necessary to review and catalogue these items
- E. Review applicable governmental requirements, including zoning, ordinances and permit requirements, known special restrictions, and zoning conditions as they pertain to project
- F. Advise the owner of tests and surveys, such as soils analysis, additional topographic survey, utility survey, and/or property boundary survey, that may be required as they pertain to the project
- G. Submit findings in the form of the following deliverables:
  - i. letter or memo summarizing the findings, if requested
  - ii. plan view drawing summarizing the physical attributes and limitations, if requested
  - iii. summary description of needed tests and surveys, if requested
  - iv. summary of specific restoration issues pertinent to this section of the creek

Based on the Site Analysis findings, the Landscape Architect shall provide the following:

- H. Participate in meetings with City Staff / SDDOT / USACE if necessary to discuss proposed improvements.
- I. Prepare construction plans including:
  - i. Demolition / Cleanup plans and details
- J. Submit the plan, details, and other deliverables as appropriate comprising the Rehabilitation or Clean Up phase to you for review and approval. This submittal is to be sufficient for obtaining bids to complete the work and for grant applications.

### 1.3 Restoration Design Phase Phase 5

Based on the approved Rehabilitation plan and site analysis, the landscape architect shall prepare preliminary site improvements and final Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- A. Participate in meetings with City Staff as necessary
- B. Prepare construction plans including:
  - i. Erosion control plan
  - ii. Planting plan

- iii. Habitat plan (if needed)
- C. Prepare construction details to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements
- D. Prepare construction specifications for the proposed improvements
- E. Prepare documents suitable for review for compliance with applicable governmental requirements and assist the Contractor in the submission process to governmental agencies
  - i. Floodplain Development permits
  - ii. US Army Corps of Engineers permitting
  - iii. Other required permits specifically related to this project
- F. Address timely and applicable review comments received from agencies and revise the Construction Documents for compliance when required
- G. Submit digital copies of final documents; physical copies shall be reimbursable costs

**Additional Services (Not in this contract)**

These services are not part of this contract:

- A. Bidding and construction observation for Phase 5 improvements. These services shall be proposed under a separate contract per request from the City of Deadwood.
- B. Design for drainage, storm sewer outfalls, or other civil projects that may come to light during the course of the project.
- C. Project staking by a surveyor as part of construction.
- D. Detailed project scheduling (critical path, milestone completion dates, or other methods)
- E. Representing the project at Public County or City meetings, public review or design review hearings
- F. Special studies or reports, such as hydrological engineering studies, water quality studies, chemical analysis or other studies related to chemical contamination
- G. Life cycle cost analyses
- H. Expert witness testimony
  - I. Irrigation Plans
  - J. Electrical or lighting plans
- K. Long-distance travel to inspect materials and equipment of potential suppliers
- L. Permitting services, except those in section 1.2E, such as building permits, grading permit, signage permits, etc.
- M. Assisting with Marketing/Feasibility Studies
- N. Complete site 3D models
- O. Post-Construction Services such as Preparing record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor

While the above services are not included in the base fee, we are available to negotiate a set fee or work hourly for any of the above items.

**Schedule:**

A suggested project schedule is included at the beginning of this proposal. Generally, the schedule is designed to begin creek clean up and construction for Phase 4 in the late winter 2020. Phase 4 planting is planned to occur spring 2020 when restoration sized plants are available. Snow, high

water, plant availability, and other conditions may affect the project start date and construction dates.

Phase 5 design will span winter / spring of 2020 with bidding in January of 2021 and cleanup and restoration to occur winter / spring 2021.

**Compensation:**

Based upon our understanding of the project our proposed total Lump Sum fee is noted below. Significant modifications to the scope or modifications to the schedule will require a review and modifications to the fee when warranted.

Phase 4 Bidding and Construction Management	\$6,240
<u>Phase 5 Rehabilitation and Restoration Design</u>	<u>\$16,910</u>
<b>Total Design Cost</b>	<b>\$23,150</b>

**Billing:**

Tallgrass Landscape Architecture, LLC bills at the end of each month. Minor printing, local travel, and other expenses typically associated with a project like this are included. Printing for oversized documents or specialty printing are not included in our fee and an additional \$500.00 is recommended to be reserved for that expense. Our proposed fees are based upon our 2020 hourly rates which are as follows:

Senior Landscape Architect	\$130.00
Landscape Architect in training	\$75.00
Intern	\$55.00

We enjoy working with the City of Deadwood and very much appreciate the opportunity to work with you on another project that will benefit the citizens of Deadwood for years to come.

Thanks again!



Tanya Olson, PLA  
Tallgrass Landscape Architecture, LLC  
25138 Little Italy Road  
Custer, SD 57730  
[tanya@tallgrasslandscapearchitecture.com](mailto:tanya@tallgrasslandscapearchitecture.com)  
605-517-1899 | 605-440-2254

**Authorization to Proceed with the Work Proscribed Herein**

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

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



Donarski Lawncare & Landscaping  
3227 West Fairgrounds Loop  
Spearfish, SD 57783



# DONARSKI LAWNCARE & LANDSCAPING

Phone: (605) 559-1009 | Fax: (877) 220-4217 | dslawncare@hotmail.com

City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732  
605-441-4561

January 13, 2020

Service Address: Mount Moriah Cemetery

Respond by February 3rd and receive 10% off of any single service! Landscaping and irrigation are not applicable.

Spring is right around the corner and it is time to start thinking about yard care. I wanted to touch base with you before we start the new season. Below is a list of some of the services we provide. If a price is shown, we provided that service to you last year and will continue it at the same price. An "X" indicates that we provided that service to you last year, and even though our labor and equipment rates will remain the same, pricing may vary from year to year depending on conditions.

**Please circle the services you would like continued for 2020 and also mark any additional (or new) services you are interested in** and I will contact you to discuss prices and scheduling. We also offer **seasonal, summer and annual contracts** to customize all of your needs. **Annual contracts** help keep your costs fixed year round! Please contact me to discuss these options in detail.

\*Please note prices shown do not include sales tax.

_____	<b>SPRING CLEAN-UP</b> (includes power rake, blowing out of rock beds, trimming of plants and 1 mow)	_____	<b>GUTTER CLEAN</b> SPRING ____ FALL ____ BOTH ____
_____	<b>POWER RAKE/DETHATCH</b>	_____	<b>LANDSCAPING</b>
_____	<b>LAWN AERATION</b>	_____	<b>TREE TRIMMING/PRUNING/REMOVAL</b>
\$30/hr/pp (3 ppl, 2 hrs 6am-8am) Daily	<b>REGULAR MOWING/TRIMMING</b>	_____	<b>WEED PULLING (As needed – Monthly- Other _____)</b>
_____	<b>LAWN WEED &amp; FEED</b> (note if you have pets) Number of applications 1 2 3 4	_____	<b>LAWN EDGING</b>
_____	<b>WEED CONTROL/SOIL STERILIZATION</b> Number of applications 1 2 3 4	_____	<b>HEDGE/SHRUB CARE</b>
_____	<b>SPRINKLER TURN ON</b>	_____	<b>SNOW REMOVAL</b>
_____	<b>SPRINKLER TURN OFF</b>	_____	<b>TREE SERVICES – treat/spray/inject</b>
_____	<b>SPRINKLER SYSTEM INSTALLATION, MAINTENANCE OR REPAIR</b>	_____	<b>THISTLE/MULLEIN (NOXIOUS WEEDS)</b>
_____	<b>DEEP ROOT FERTILIZER</b> for trees & shrubs	_____	<b>BARK BEETLE SPRAYING</b>
_____	<b>FALL/LEAF CLEAN-UP</b> (includes blowing out rock beds, weed pulling, trimming of plants, cleaning of gutters, raking/haul away of leaves)	_____	<b>MOLE/VOLE REMOVAL</b>

Special requests or questions \_\_\_\_\_

PLEASE PRINT & SIGN YOUR NAME BELOW AUTHORIZING DLS TO PROVIDE THE ABOVE SERVICES FOR THE 2020 SEASON.

PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

We appreciate your business and support and hope you will continue to use our services,  
Joe & Ashley Donarski, Owners

We use cookies to provide and improve our services. By using our site, you consent to cookies. [Learn More](#)



# SIMPLE MONTHLY CALCULATOR

Language: English

Need Help? [Watch the Videos](#) or [Read How AWS Pricing Works](#) or [Contact Sales](#)

Get Started with AWS: [Learn more about our Free Tier](#) or [Sign Up for an AWS Account](#) »

FREE USAGE TIER: New Customers get free usage tier for first 12 months

Reset All

## Services

## Estimate of your Monthly Bill (\$ 0.00)

## Common Customer Samples

Amazon EC2

Amazon S3

Amazon Route 53

Amazon CloudFront

Amazon RDS

Amazon Elastic Load Balancing

Amazon DynamoDB

Amazon ElastiCache

Amazon CloudWatch

Amazon SES

Amazon SNS

Amazon Elastic Transcoder

Amazon WorkSpaces

Amazon WorkDocs

AWS Directory Service

Amazon Redshift

Amazon Glacier

Amazon SQS

Amazon SWF

Amazon Elastic MapReduce

Amazon Kinesis Streams

### Estimate of Your Monthly Bill

Show First Month's Bill (include all one-time fees, if any)

Below you will see an estimate of your monthly bill. Expand each line item to see cost breakout of each service. To save this bill and input values, click on 'Save and Share' button. To remove the service from the estimate, jump back to the service and clear the specific service's form.

Export to CSV

Save and Share

Amazon EC2 Service (US East (N. Virginia))

\$ 5226.00

AWS Support (Basic)

\$ 0.00

Total One-Time Payment:

\$ 5226.00

Total Monthly Payment:

\$ 0.00

Free Website on AWS

AWS Elastic Beanstalk Default

Marketing Web Site

Large Web Application (All On-Demand)

Media Application

European Web Application

Disaster Recovery and Backup

Notice to Bidders for  
Whitewood Creek Improvement Project – Phase 4  
City of Deadwood

The City of Deadwood will be accepting sealed, signed bids from general or landscape contractors at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 p.m. on January 15, 2020, for the Whitewood Creek Phase 4 Improvement Project and will be publicly opened at 2:00 p.m. on that same date with results presented on January 21, 2020 at 5:00 p.m. at the City Commission meeting in City Hall, 102 Sherman Street, Deadwood, SD.

The work generally consists of creek cleanup, removal of debris, vegetation management and removal, restoration planting, erosion control, and seeding. Project completion shall be June 30, 2020.

Plans and specifications for the project may be obtained electronically from TALLGRASS LANDSCAPE ARCHITECTURE, LLC, 413 North 4<sup>th</sup> Street, Custer SD 57730, 605-673-3167, [info@tallgrasslandscapearchitecture.com](mailto:info@tallgrasslandscapearchitecture.com) upon request, or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

Bid security will be required in the form of a cashier’s check or certified check in the amount of five (5) percent of the total for the bid submitted; such check to be certified or issued by State or National Bank and payable to City of Deadwood, or through a bid bond of not less than ten (10) percent of the total bid submitted, bond to be issued by a surety authorized to do business in the state of South Dakota made payable to the City of Deadwood. A performance bond is also required.

Bids must be sealed and marked **Whitewood Creek Improvement Project – Phase 4**. Bids shall be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 18th day of December, 2019.

CITY OF DEADWOOD

\_\_\_\_\_  
Jessica McKeown, Finance Officer

Publish Black Hills Pioneer: December 19, and December 26, 2019

For any notice that is published twice:

This notice is published twice at an approximate cost of \$\_\_\_\_\_.

BID TAB								
January 15, 2020 2:00 p.m.								
Bids for Whitewood Creek Improvement Project - Phase 4								
Contractor	Bid Bond or Cashiers Check	Amount	Additional Service Planting in Phase 1	Unit Price Item 1 Bare Root Plant Care	Unit Price Item 2 Top soil appropriate for planting	Unit Price Item 3 Class C Rip Rap	Unit Price Item 4 Class D Rip Rap	Addendum 1
CAI Construction	X	\$ 147,775.00	\$ 15,850.00	\$ 488.00	\$ 61.00	\$ 130.00	\$ 130.00	X
Donarski Lawncare & Landscaping	In progress	\$ 51,664.00	\$ 1,320.00	\$ 550.00	\$ 35.00	\$ 75.00	\$ 75.00	X
Quinns Landscaping & Excavating	X	\$ 169,894.00	\$ 7,500.00	\$ 1,500.00	\$ 35.00	\$ 45.00	\$ 45.00	X
RCS Construction	X	\$ 88,225.00	\$ 3,000.00	\$ 4,300.00	\$ 70.00	\$ 105.00	\$ 110.00	X
Staff Present:								
Jessica McKeown								
Bob Nelson Jr.								
Also Present:								
CAI Construction								
RCS Construction								
Quinns Lanscaping								

**NOTICE OF PUBLIC HEARING**

**ST. PATRICK'S DAY  
RELAXATION OF OPEN CONTAINER ORDINANCE AND STREET CLOSURE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held January 21, 2020 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Open Container:**

Friday March 13, 2020: Relaxation of Open Container Ordinance on Main Street from Tin Lizzie Gaming Resort to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 5:00 p.m. to 10:00 p.m.

Saturday March 14, 2020: Relaxation of Open Container Ordinance on Main Street from Tin Lizzie Gaming Resort to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 12:00 p.m. to 10:00 p.m.

**Main Street Closure:**

Pub Crawl: Main Street closure from Wall Street to Pine Street on Saturday March 14, 2020 from noon to midnight or possibility of 3:00 a.m.

Parade: Main Street closure from Tin Lizzie Gaming Resort to Masonic Temple on Saturday, March 14, 2020, from noon until parade ends.

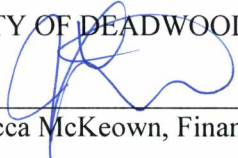
**Request to Waive Banner Fee:**

For Parade on Saturday March 14, 2020.

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

Dated this 6th day of January, 2020.

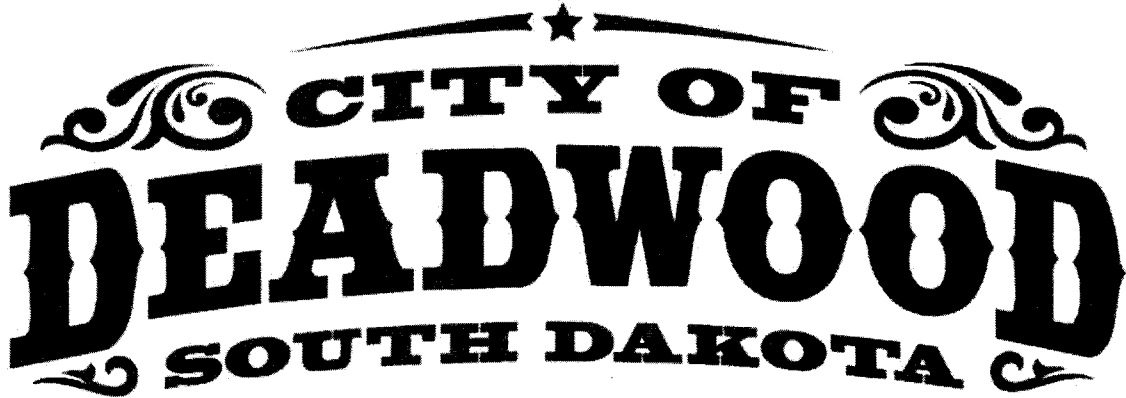
CITY OF DEADWOOD

  
 \_\_\_\_\_  
 Jessica McKeown, Finance Officer

Publish BH Pioneer: January 9, 2020

For any public notice that is published one time:

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



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

*ST PATRICKS MARCH 13-14 2020*

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**Instructions:**

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

## EVENT INFORMATION

**Type of Event:**

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

Event Title: St Patrick's

Event Date(s): March 13-14 2020    Total Anticipated Attendance: 6000  
(month, day, year)

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

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

Location / Staging Area: Main Street

Set up/assembly/construction Date: March 14th Start Time: Noon AM / PM

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

Street Closure

Dismantle Date: March 14th Completion time: Midnight AM / PM

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

Pine to Deadwood Sat 14th Noon-7pm Tin Lizzie to Pine Street Sat 14th Noon-1pm for Parade  
**WALL TO DEADWOOD SAT 14<sup>th</sup> NOON - MIGNIGHT OR LATER**

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- Commercial (for profit)     Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Lee Harstad

Applicant (NAME): Sarah Kryger Business Phone: (605) 578-1876

Address: 501 Main Street    Deadwood    SD  
(city)    (state)    (zip code)

Daytime phone: (605) 578-1876 Evening Phone: (605) 863-2249 Fax #: (605) 578-2429

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

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

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

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

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

### FEES / PROCEEDS / REPORTING

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

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

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

Lepurchaun Games Fri 13th 5-9pm

Parade Saturday 14th Noon-1pm

Pun Crawl Saturday 14th 2.30pm-7pm

Street Closure Saturday 14th Noon-1pm

Tin Lizzie to Pine Street

Wall to Deadwood Noon-Midnight

Deadwood-Pine Noon-7pm

Request open container both zones

Friday 13th 5-10pm

Saturday 14th Noon-10pm

request to waiver float banners



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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on January 21, 2020 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Relaxation of Open Container:**

Friday, February 21, 2020: Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 5:00 p.m. to 10:00 p.m.

Saturday, February 22, 2020: Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 12:00 p.m. to 10:00 p.m.

**Street Closure:**

Saturday, February 22, 2020: Main Street closure from Tin Lizzie's Gaming Resort to the Masonic Temple from 6:45 p.m. to 8:00 p.m. or until parade ends.

**Request to Waive Banner Fee:**

For Parade on Saturday, February 22, 2020.

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 6th day of January, 2020.

CITY OF DEADWOOD

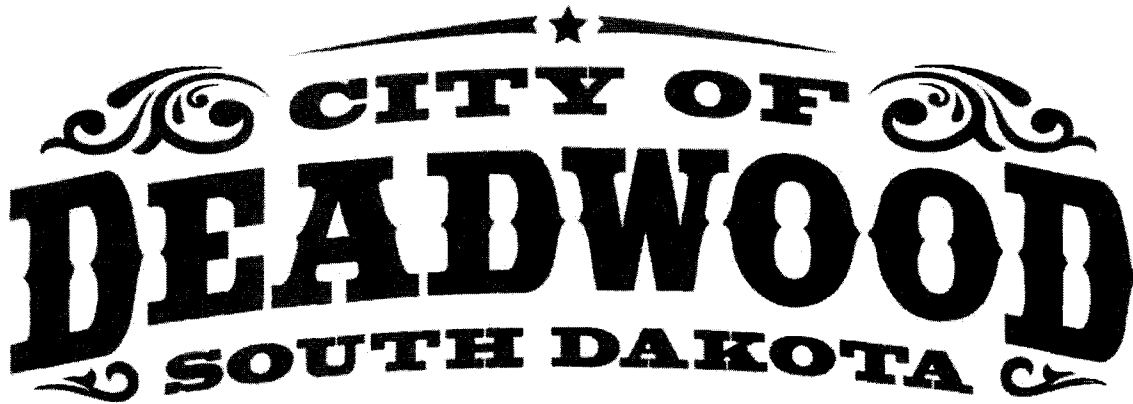


\_\_\_\_\_  
Jessica McKeown, Finance Officer

Publish: B.H. Pioneer, January 9, 2020

For any public notice that is published one time:

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



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

MARDI GRAS <sup>FEB</sup> 21-22 2020

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**Instructions:**

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

## EVENT INFORMATION

**Type of Event:**

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

Event Title: Mardi Gras

Event Date(s): Feb 21-22 2020    Total Anticipated Attendance: 3000  
(month, day, year)

(# of Participants    # of Spectators )

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

Location / Staging Area: Main Street

Set up/assembly/construction Date: ~~7pm~~ FEB 22ND Start Time: 7pm AM / PM

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

street Closure

Dismantle Date: Feb 22nd 2010 Completion time: 8pm AM / PM

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

Tin Lizzie to Pine Street Sat 22nd 7-8pm

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- Commercial (for profit)     Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Lee Harstad

Applicant (NAME): Sarah Kryger Business Phone: (605) 578-1876

Address: 501 Main Street    Deadwood    SD  
(city)    (state)    (zip code)

Daytime phone: (605) 578-1876 Evening Phone: (605) 863-21249 Fax #: (605) 578-2429

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

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

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

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

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

### FEES / PROCEEDS / REPORTING

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

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

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

Crowning of the King and Queen Friday 21st 8pm

Parade Saturday 22nd 7pm

Cajun cook-off Saturday 22nd 2-4pm

Street Closure Saturday 22nd 7-8pm  
Tin Lizzie to Pine Street

Request open container both zones  
Friday 21st 5-10pm  
Saturday 22nd Noon-10pm

request to waiver float banners

**NOTICE OF PUBLIC HEARING  
FOR NAJA SHRINERS PERFORMANCES  
WAIVER OF VENDOR, USER FEES**

**NOTICE IS HEREBY GIVEN** that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on January 21, 2020, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

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

To grant exception to user fees ordinance to waive user fees on public property for NAJA Shrine Circus on Saturday, June 27, 2020.

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

Dated this 6th day of January, 2020.

CITY OF DEADWOOD

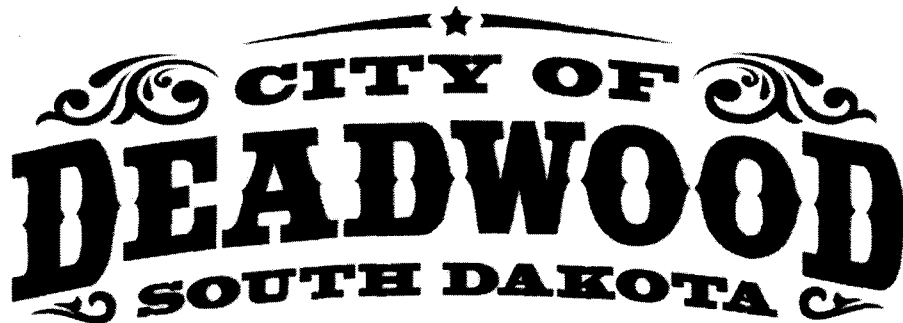


\_\_\_\_\_  
Jessica McKeown, Finance Officer

Publish BH Pioneer: January 9, 2020

For any public notice that is published one time:

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



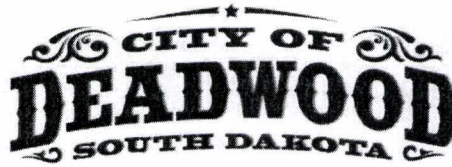
**Event Complex Rental and Use Agreement**

Event: Naja Shrine Circus

Date: 06/27/2020

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

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



Outdoor Event Complex  
Deadwood, SD 57732

## Deadwood Event Complex Rental and Use Agreement

Event Name: Naja Shrine Circus

**Contact Information:**

Name of Applicant: Jeff Schroeder

Business/Organization: Naja Shriners

Mailing Address: 4091 Sturgis Road

City, State Zip: Rapid City SD 57702

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

Email Address: finance@najashriners.com

**Dates Event Complex requested:**

Set up Date(s): \_\_\_\_\_ Hour(s): \_\_\_\_\_

Event Date(s): 6-27-2020 Hour(s): \_\_\_\_\_

Clean-up Date(s): \_\_\_\_\_ Hour(s): \_\_\_\_\_

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

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

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

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

# Deadwood Event Complex Rental and Use Agreement

**Renter Type:**     For-Profit     Private     Non-Profit     Government  
 (Check One)                      *Categories above defined in the Complex Guidelines and Information Sheet*

**Rental Fees:**

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

**Ticketed Events:**

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge established by resolution in the amount of \$1.00 per ticket sold. **The City Of Deadwood reserves the right to apply the rental Fee regardless of any application for the use of the ticket surcharge in lieu of rental fees.**

**Rental Fees subject to change.**

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

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

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

**Fees**

**Refundable Deposits**

Event Complex Facilities	\$ _____	Key Deposit	\$ <u>100.00</u>
Parking Lots	\$ _____	Cleaning/Damage Deposit	\$ <u>500.00</u>
Baseball Fields	\$ _____		
<b>Total Fees</b>	<b>\$ _____</b>	<b>Total Deposits</b>	<b>\$ <u>600.00</u></b>

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

Organization: Naja Shriners

Name: Jeff Schroeder Title: Past Potentate

Signature:  Date: 11-25-19

**For Office Use Only:**

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

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

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



**NOTICE OF PUBLIC HEARING  
STREET CLOSURE, OPEN CONTAINER, WAIVER OF VENDING  
FOR 3 WHEELER MOTORCYCLE RALLY EVENT**

**NOTICE IS HEREBY GIVEN** that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held January 21, 2020 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Street Closure:**

Wednesday, July 15, 2020: Motorcycle parking on Main Street from Wall Street to Deadwood Street, from 11:00 a.m. to 2:00 p.m.

**Street Closure:**

Thursday, July 16, 2020: Main Street closure from Tin Lizzies Gaming Resort to the Masonic Temple from 8:00 p.m. until parade ends.

**Relaxation of Open Container:**

Sunday, July 12, Monday, July 13, Tuesday July 14, Wednesday July 15, Thursday July 16, 2020 at the Event Complex from noon. to 10:00 p.m.

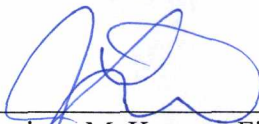
**Exception to User Fees Ordinance – Event Complex**

To grant exception to user fees ordinance to waive user fees on public property at Event Complex Sunday, July 12 through Friday, July 17, 2019.

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.

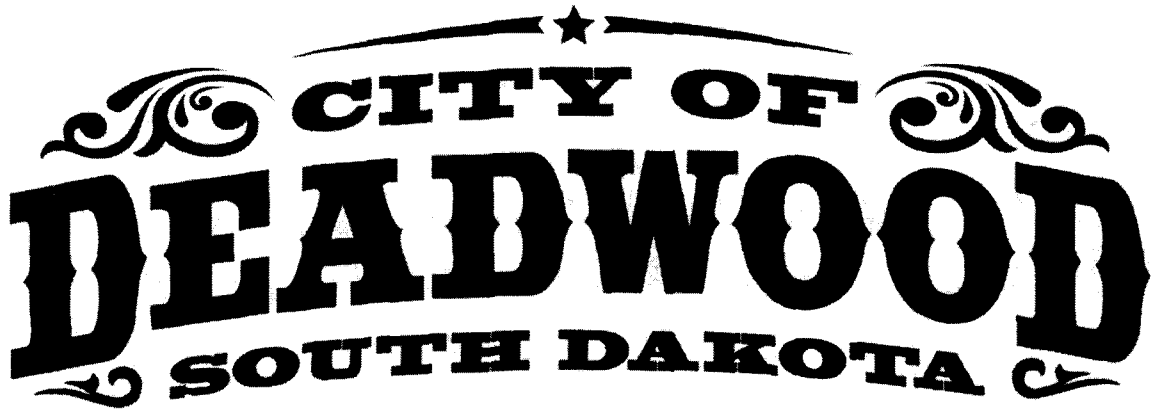
Dated this 6th day of January, 2020

CITY OF DEADWOOD

  
\_\_\_\_\_  
Jessica McKeown, Finance Officer

Please publish: B.H. Pioneer, January 9, 2020

For any public notice that is published one time:  
Published once at the total approximate cost of \_\_\_\_\_.



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

D3WR - Show n' Shine and Trike Parade

Wed. July 15, 2020

Thurs. July 16, 2020

**Instructions:**

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

## EVENT INFORMATION

**Type of Event:**

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

Event Title: Deadwood 3 Wheeler Rally Show N Shine & Night Light Parade

Event Date(s): July 15 & -16, 2020      Total Anticipated Attendance: 1000-1500  
(month, day, year)

Actual Event Hours: (from): Show n' shine - 11:30 AM to Show n' shine - 1:30 AM/PM  
(# of Participants 100      # of Spectators 1000-1500)  
 (to): Parade - 8:20 AM/PM

Location / Staging Area: Deadwood Event Complex

Set up/assembly/construction Date: Wed. July 15 - 11 AM Start Time: 11:30 AM/PM

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

Show n' shine - Set up barricades @ 11 AM day of show.  
Parade - No set-up needed, police escort through historic Main

Dismantle Date: Show n' shine - July 15 Completion time: 2 pm AM/PM

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

Show n shine may need from Wall ST to Shine Street/ The parade will run the length of Historic Main.

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- Commercial (for profit)       Noncommercial (nonprofit)

Sponsoring Organization: First Gold Gaming Resort

Chief Officer of Organization (NAME): Mike Gustafson

Applicant (NAME): Teresa Schanzenbach Business Phone: (605) 717-7174

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

Daytime phone: (605) 717-7174 Evening Phone: (605) 219-0433 Fax #: ( )

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

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

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

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use Teresa Schanzenbach Pager/Cell #: 605-210-0433

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

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

**FEES / PROOF OF REPORTING**

NO YES

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

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

**OVERALL EVENT DESCRIPTION  
ROUTE MAP / SITE DIAGRAM / SANITATION**

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

These events are part of the 6th Annual Deadwood 3 Wheeler Rally that is being held at the Deadwood Event Complex July 12-17, 2020. The trike show n' shine is designed to allow trike owners to compete for a ranking and prizes in various predetermined categories. This event will last for two hours.

The Night Light Parade will be held on Thursday night - July 16th with the parade starting and ending at the Deadwood Event Complex. This will be a police escorted event and is expected to take no more than 20 minutes. SD DOT permits will be obtained.

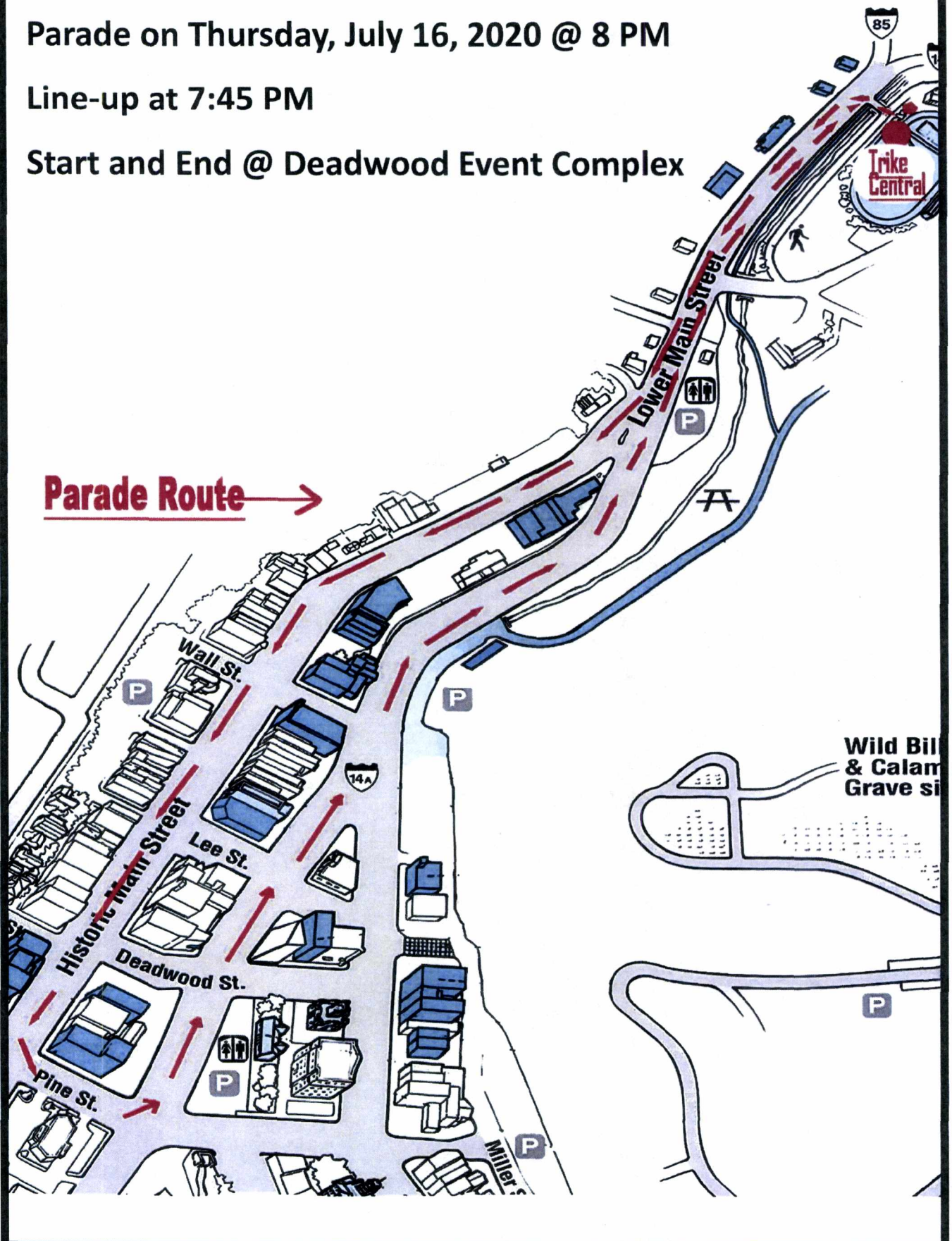
Please see the attached maps for both events.

# D3WR "Night Light Parade" Route Map

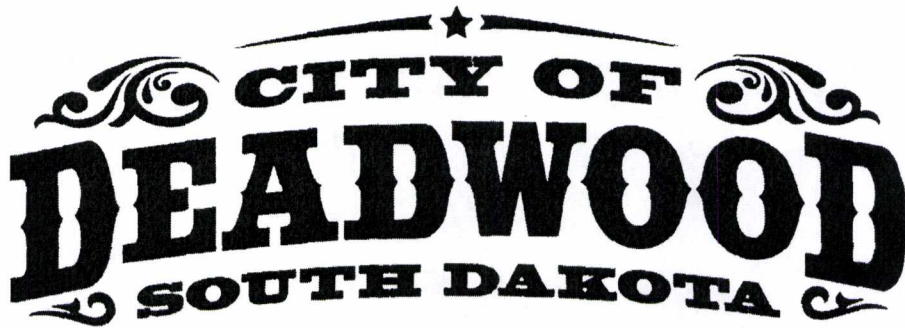
Parade on Thursday, July 16, 2020 @ 8 PM

Line-up at 7:45 PM

Start and End @ Deadwood Event Complex







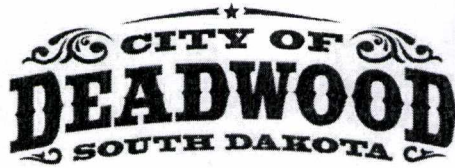
## Event Complex Rental and Use Agreement

Event: 6th Annual D3WR

Date: July 12-17, 2020

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

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



Outdoor Event Complex  
Deadwood, SD 57732

## Deadwood Event Complex Rental and Use Agreement

Event Name: 6th Annual Deadwood 3 Wheeler Rally

**Contact Information:**

Name of Applicant: Teresa Schanzenbach

Business/Organization: First Gold Gaming Resort - D3WR

Mailing Address: 270 Main

City, State Zip: Deadwood, SD 57732

Business Phone: 605-717-7174 Cell Phone: 605-210-0433

Email Address: teresas@firstgold.com

**Dates Event Complex requested:**

Set up Date(s): Saturday, July 11, 2020 Hour(s): 8 am til 10 pm

Event Date(s): Sunday July 12 - 17, 2020 Hour(s): 7 am til 10 pm

Clean-up Date(s): Friday July 17, 2020 Hour(s): 8 am

Approximate number of people who will attend: 1000

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

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

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



# Deadwood Event Complex Rental and Use Agreement

**Renter Type:**     For-Profit     Private     Non-Profit     Government  
 (Check One)        *Categories above defined in the Complex Guidelines and Information Sheet*

**Rental Fees:**

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

**Ticketed Events:**

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge established by resolution in the amount of \$1.00 per ticket sold. **The City Of Deadwood reserves the right to apply the rental Fee regardless of any application for the use of the ticket surcharge in lieu of rental fees.**

**Rental Fees subject to change.**

**Damage Deposit (Refundable):** \$500 minimum (no alcohol) or \$1,000 minimum (serving alcohol)  
**Key Deposit (One Key or All Keys) (Refundable):** \$100.00

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

**Fees**

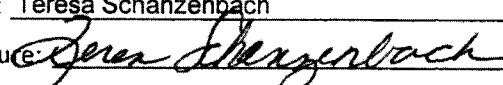
**Refundable Deposits**

Event Complex Facilities	\$ <u>3,500.00</u>	Key Deposit	\$ <u>100.00</u>
Parking Lots	\$ _____	Cleaning/Damage Deposit	\$ <u>1,000.00</u>
Baseball Fields	\$ _____		
<b>Total Fees</b>	<b>\$ <u>3,500.00</u></b>	<b>Total Deposits</b>	<b>\$ <u>1,100.00</u></b>

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

Organization: First Gold Gaming Resort - D3WR

Name: Teresa Schanzenbach Title: First Gold Sales/Event Coord.

Signature:  Date: 11-18-19

**For Office Use Only:**

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

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

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

## **ADDENDUMS**

D3WR Waiver/Release Form

D3WR Tentative Itinerary

Written Request for Equipment and Services

Request for Open Container

Request to Waive Vendor/Rental Fees

Copy of Banner Permit Application

## **MAPS**

Proposed Use of Area

Parade Route

Show n Shine

2019 Final Participant

**6<sup>th</sup> ANNUAL DEADWOOD 3 WHEELER RALLY**  
**EVENT REGISTRATION/RELEASE FORM**  
**ACCIDENT WAIVER, RELEASE OF ALL LIABILITY AND ASSIGNMENT OF CLAIMS**

As consideration for being allowed to participate in the events(s) described below:

1. I acknowledge that motorcycle/trike activity is a potentially hazardous activity which can be a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of riders' equipment, vehicular traffic, actions of other people including, but not limited to organizers, participants, volunteers, spectators, agents, Deadwood 3 Wheeler Rally (D3WR), First Gold Gaming Resort (FGGR), Trike Owners International (TOI) Deadwood Chamber of Commerce, (C of C) City of Deadwood and its officers, directors and employees. I hereby assume all of the risks of participating, viewing and/or volunteering in this event. I realize liability may arise from negligence or carelessness on the part of the persons or entities organizing or conducting this event and hereby release them of all liability. I certify I am at least 18 years old. I promise not to sue and agree to pay all court cost and all attorney fees that result from my action, civil or otherwise.
2. I certify I am physically fit with no known physical or mental impairment and have prepared for participation in the event(s). I acknowledge this Accident Waiver and Release of Liability form will be used by the event holders, sponsors and organizers of the event(s) in which I may participate and that it will govern my actions and responsibilities at said events. I certify I am not under the influence of any narcotic, alcohol or other drug. I certify I have fully adequate insurance to cover all medical claims, the motorcycle/trike and any other equipment and any damage or liability I may ultimately be found responsible for, during all travel to the point of my entry into the Ride, the Ride, the period between the end of the Ride and my return to my final destination. I further certify I have all the insurance required by law and I am licensed and competent to operate a motorcycle/trike in a safe manner and my license has all motorcycle endorsements or certificates required by my state of residence.
3. In consideration of my being permitted to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me during the event or during my traveling to and from this event. The following entities or person: D3WR, FGGR, TOI, C of C, City of Deadwood, directors, employees, ride organizers, sponsors, representatives, agents, volunteers and (B) indemnify and hold harmless the entities or persons mentioned in this paragraph from all liabilities or claims made by other individuals, or entities because of any of my actions during this event. Accordingly, I do hereby release and discharge D3WR, FGGR, TOI, C of C, City of Deadwood, directors, employees, ride organizers, sponsors, representatives, volunteers and agents and their officers, agents and its employees from all claims, demands and causes of action of every kind whatsoever for any death, damages and or injuries which may result from my participation in this event(s). This shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
4. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and or illness during the event(s). I agree to pay any and all cost related to medical response, treatment and transport on my behalf.
5. I certify I will wear the personal protective equipment while operating my motorcycle/trike at this event that is or may be required by the United States and/or any state in which my participation occurs and that my motorcycle/trike and all required personal protective equipment are in safe operational condition. I agree to abide by the directions/rules given by the organizers of this event and understand that my privilege to ride may be removed without refund if I am in violation of the rules set forth or acting/performing in an unsafe manner, or any manner disruptive to the operation of the event(s). The engine displacement of my motorcycle/trike is at least 650cc, the minimum size allowed for participation.
6. I agree to pay for all expenses, including, but not limited to lodging, food, beverages, gasoline, oil, repairs and maintenance and any other costs or expense I incur as a result of participating in the D3WR event.

7. As additional consideration for being allowed to participate in the D3WR event, I hereby assign to D3WR, FGGR, TOI, C of C, and the City of Deadwood, any claim I have or might have in contract or in tort in any way shape, form or fashion arising out of its action, the actions of other riders or anyone that participates in or comes in contact with participants in the event(s). This assignment is intended by all parties to be a full and complete assignment of any claim I have against D3WR, FGGR, TOI, C of C, the City of Deadwood, officers, directors, employees, ride organizers, sponsors, volunteers, representative and agents or may have against entities and individuals listed in the paragraph whether directly or through third parties. The intent of the parties is that D3WR, FGGR, TOI, C of C, City of Deadwood, officers, directors, employees, ride organizers, sponsors, volunteers, representatives and agents shall be liability free regarding anything in any way connected with the event.
8. I hereby release D3WR, FGGR, TOI, C of C and the City of Deadwood from all claims based upon or arising out of the use, reproduction, distribution, display or performance of all or any part of the photographs or recording, or any derivative thereof, including any claim of invasion of privacy or right of publicity.

I hereby certify that I have read both pages of this Accident Waiver, Release of All Liability and Assignment of Claims in its entirety. My signature below indicates that I fully understand it and agree to its contents.

Full Signature of Driver: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: July \_\_\_\_, 2020

Full Signature of Passenger: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: July \_\_\_\_, 2020

**The following information will be kept on file and used only in the case of an Emergency:**

Place of Lodging while at Event: \_\_\_\_\_

Your Cell Phone Number \_\_\_\_\_

Emergency Contact Person (not with you at event) \_\_\_\_\_

Phone # of Emergency Contact (not with you at event) \_\_\_\_\_

**Thank You for Joining Us – Ride Safe!**

**RALLY TRIVIA**

Your AGE: \_\_\_\_ Yr. of TRIKE: \_\_\_\_ Miles RIDDEN to this Rally: \_\_\_\_ # of Years attending this event \_\_\_\_

# 2020 Tentative Schedule of Events

Deadwood Event Complex (DEC) - 15 76th Drive

## SUNDAY, JULY 12

Noon - 6 pm Registration and packet pick-up  
Noon - 9 pm 3 Wheeler Central Tent Open  
1 pm **Deadwood Downtown Walking Dice Run**  
Maps provided in registration bag. Turn in completed forms at DEC Registration building by 5 pm Wednesday. Winners announced at 7 pm. on Wednesday  
2 pm - 7 pm Vendors Open  
3 pm - 6 pm Vendor Poker Run at DEC  
5 pm "Meet & Greet" Social @ 3 Wheeler Central Tent  
6:30 pm Drawing for Poker Run Prizes - Must be present to win.  
7:00 pm Know Your Rides - Ride/Map Overview

## MONDAY, JULY 13

8 am - 5 pm Registration & packet pick-up  
8 am - 10 pm 3 Wheeler Central Tent Open  
8:30 am Small group rides leave DEC  
9 am - 6 pm Vendors Open  
4:30 - 6:30 Social  
6 pm Trike Games of Skill  
TBD Movie Night at Outlaw Square

## TUESDAY, JULY 14

8 am - 5 pm Registration and packet pick-up  
8 am - 10 pm 3 Wheeler Central Tent Open  
8:30 am Small Group rides leave DEC  
9 am - 6 pm Vendors Open  
4:30 pm Watermelon Social at 3 Wheeler Central  
6 pm Social @ 3 Wheeler Central

## WEDNESDAY, JULY 15

7:30 - 10 am VFW Pancake Fundraiser at 10 Pine St.  
8 am - 4 pm Registration and packet pick-up at DEC  
8 am - 10 pm 3 Wheeler Central Tent Open  
9 am - 6 pm Vendors Open  
11 am Trike staging and depart from DEC for Show n' Shine on Historic Main Street  
11:30 am - 1:30 pm Show N Shine  
5 pm **Deadwood Downtown Walking Dice Run**  
Maps provided in registration bag. Turn in completed forms at DEC Registration building by 5 pm Friday. Winners announced at 7 pm.  
6 pm Social at 3 Wheeler Central Tent  
7 pm Presentation of Show N Shine Awards  
TBD Music Concert at Outlaw Square

## THURSDAY, JULY 16

8 am -10 pm 3 Wheeler Central Open  
9 am - 4 pm Vendors Open  
10 am - 3 pm 6th Annual Poker Run/Scavenger Hunt  
5:30 pm - 7 pm Social and Meal  
7 pm Recognitions and Awards  
7:45 pm Trike Light Parade Line-up  
8 pm Trike Light Parade through Historic Deadwood Main Street

## FRIDAY, JULY 17

7 am - 10 am 3 Wheeler Central Open  
"Breakfast with Blessings" - DEC

## **City of Deadwood Request for Equipment and Services 6<sup>th</sup> Annual Deadwood 3 Wheeler Rally July 12-17, 2020**

**A team of volunteers for the Deadwood 3 Wheeler Rally will be providing the necessary man power at the Deadwood Event Complex. We do not anticipate needing extensive services from the Deadwood City workers during the event and will work with department heads to alleviate the need for services throughout the week. Volunteers will be responsible for the set-up and the day to day clean-up of the event complex area.**

**Use of the bathrooms under the grandstands are being requested however we understand it will be our responsibility to clean them after the event.**

**We request the use of the folding chairs and tables under the grandstand to be used on the property throughout the duration of the event.**

**We request the use of the city owned tents to be used during the rally from Sunday noon to Friday noon. We ask that city workers put up and remove the tent. We will work out the exact time of placement and tear down of the tent as the event gets closer.**

**We request the use of the water hydrants for riders to utilize to wash their trikes. Cleaning buckets, hoses, rags will be provided by D3WR.**

**In 2019 we worked with the Deadwood Police Department to aid in getting the destination rides out of the complex in a safe and timely manner. We will meet with the proper authorities in 2020 to request similar assistance and have the necessary paperwork filed with the city and state. We are not planning large group rides from the Deadwood Event Complex thus the manpower from the police will be minimal. In 2020, we are planning an evening light parade and will ask the Deadwood Police Department for their assistance to ensure trikes can travel safely onto the street from the Deadwood Event Complex. Pedestrian and tourist safety will also be a priority.**

**We will be asking the city to provide some traffic barricades that can be used within the complex during the event and to also provide barricades for the Trike Show n' Shine, however D3WR will be able to put up and remove the Trike Show n' Shine barricades at the designated times if so approved by the City. We understand the need to have someone available for traffic control during the Show n' Shine on Wednesday July 15<sup>th</sup>. This is a tentative date as we will be working to make sure we are not interfering but rather enhancing other local events.**

**Badlands Security is being hired to patrol the area at night as trikes may need to be parked in the complex area overnight and vendors will have their merchandise/displays up in the designated areas.**

**We will work with the Days of 76 Museum to ensure trikes do not park in their designated/reserved parking spaces.**

**Due to the expected increase in trike participants we will need to work with the City of Deadwood about trolley pick-up and delivery at the Days of 76 museum.**

**We will keep the lines of communication open and have meetings as needed or requested by the City.**

**Re: Request from City Deadwood Commission for Open Container**

**For: 6<sup>th</sup> Annual Deadwood 3 Wheeler Rally at Deadwood Event Complex**

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

**Open Container Dates Requested for the following dates with times of open container to be from Noon to 10 pm.**

- **Sunday July 12, 2020**
- **Monday July 13, 2020**
- **Tuesday, July 14, 2020**
- **Wednesday, July 15, 2020**
- **Thursday, July 16, 2020**

**D3WR/First Gold will be selling alcohol and work with City officials to obtain proper licenses.**

**Respectfully submitted,**

**Teresa Schanzenbach**

**D3WR Event Coordinator/First Gold Sales**

**605-717-7174**

November 18, 2019

**RE: Request to Waive Vendor Fees and Rental Fee for Deadwood 3 Wheeler Rally July 12-17, 2020**

**REQUEST**

The Deadwood 3 Wheeler Rally requests the vendor fees for this event be waived once again in 2020 so a larger number of quality vendors can be secured.

**IN RETURN DEADWOOD 3 WHEELER RALLY ORGANIZERS:**

- Will seek out vendors who do not directly compete with the goods and services that can already be obtained in Deadwood and utilize local businesses whenever possible throughout the event.
- Actively promote and distribute the Deadwood Chamber Coupon book to entice the attendees to patronize local businesses.
- Gather names/addresses of vendors along with pertinent business information/licenses and submit it in a timely fashion to both the SD Department of Revenue.
- Contract with a professional company to provide night security.
- Keep communication open with the Deadwood City Commissioners and revisit the impact of the event and vendor participation as needed or requested.
- Purchase trike-rally goods and services from local Deadwood businesses whenever possible.

**REQUEST**

The Deadwood 3 Wheeler Rally requests the event complex rental fees for this event be waived in 2020

- We diligently construct a 5-day agenda to keep the trikers in Deadwood as much as possible with a variety of events to promote and include local downtown businesses. As a result of our efforts at First Gold, this event has proven to be positive; generating additional revenue for local businesses owners and tax revenue for Deadwood. In 2020 we will be incorporating the planned summer activities (Monday movie night and Wednesday concert night) at the new Outlaw Square in our events agenda which will drive even more participants downtown.
- Surveys indicate the average registrant stays 4 days in Deadwood hotels and campgrounds. They eat two of their three meals in Deadwood and fill their gas tanks before taking off to ride. While this event is not as large or well known yet as some of the other local events; the potential for growth is great.
- We have raised registration fees for 2020 to help meet expenses and we will continue to be proactive about getting sponsorships. Unfortunately the event is still too new to secure large national sponsors thus, we are forced to look at ways to cut costs until that happens.

It comes down to partnership...the City of Deadwood, its staff and representatives have been exceptional to work with and this event would not be possible if that partnership did not exist. We keep our request for City services at a minimum to alleviate employee scheduling issues and expenses to the City of Deadwood. Already waiving vendor fees and assisting throughout the week is much appreciated. The Bid 8 Board has helped in the past and we hope they will again be supportive in 2020.

Thank you for your consideration and we look forward to further conversations about this.

Respectfully Submitted,

Teresa Schanzenbach

D3WR Event Coordinator



City of Deadwood, SD

**BANNER PERMIT APPLICATION**

(NOTE: ONE APPLICATION PER BANNER PER FAÇADE REQUIRED)

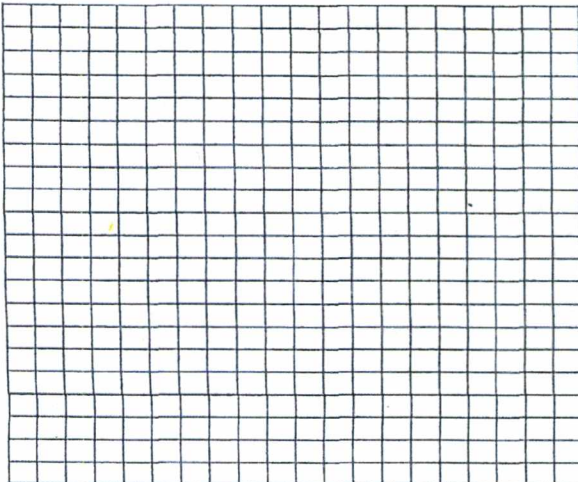
**APPLICANT INFORMATION**

Property Owner's Name: First Gold Gaming Resort - D3WR  
Address: 270 Main  
City: Deadwood State: SD Zip: 57732  
Telephone: 605-717-7174 Fax: \_\_\_\_\_

**PROPOSED BANNER LOCATION**

Business Name: Deadwood Event Complex  
Address: 15 76th Drive  
City: Deadwood State: SD Zip: 57732  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Proposed Banner Location on Building



12 by 4 foot banner  
Welcome to Historic Deadwood  
6th Annual Deadwood 3 Wheeler Rally  
July 12-17, 2020  
Banner also has rally and sponsor logos  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION AND DIMENSIONS OF BANNER**

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

**WELCOME TO HISTORIC DEADWOOD**



**6th Annual Deadwood  
3 Wheeler Rally  
July 12 -17, 2020**

#D3WR

# City of Deadwood, SD

## BANNER REQUIREMENTS

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

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

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

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

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

## APPLICANT'S SIGNATURE(S)

 11-18-19  
Applicant Date

Applicant

Date

# City of Deadwood, SD

## FINAL APPROVAL SIGNATURES

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

\_\_\_\_\_  
City Building Inspector

\_\_\_\_\_  
Date

\_\_\_\_\_  
Planning and Zoning Officer

\_\_\_\_\_  
Date

## APPEAL REQUIRED

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

\_\_\_\_\_  
City Building Inspector

\_\_\_\_\_  
Date

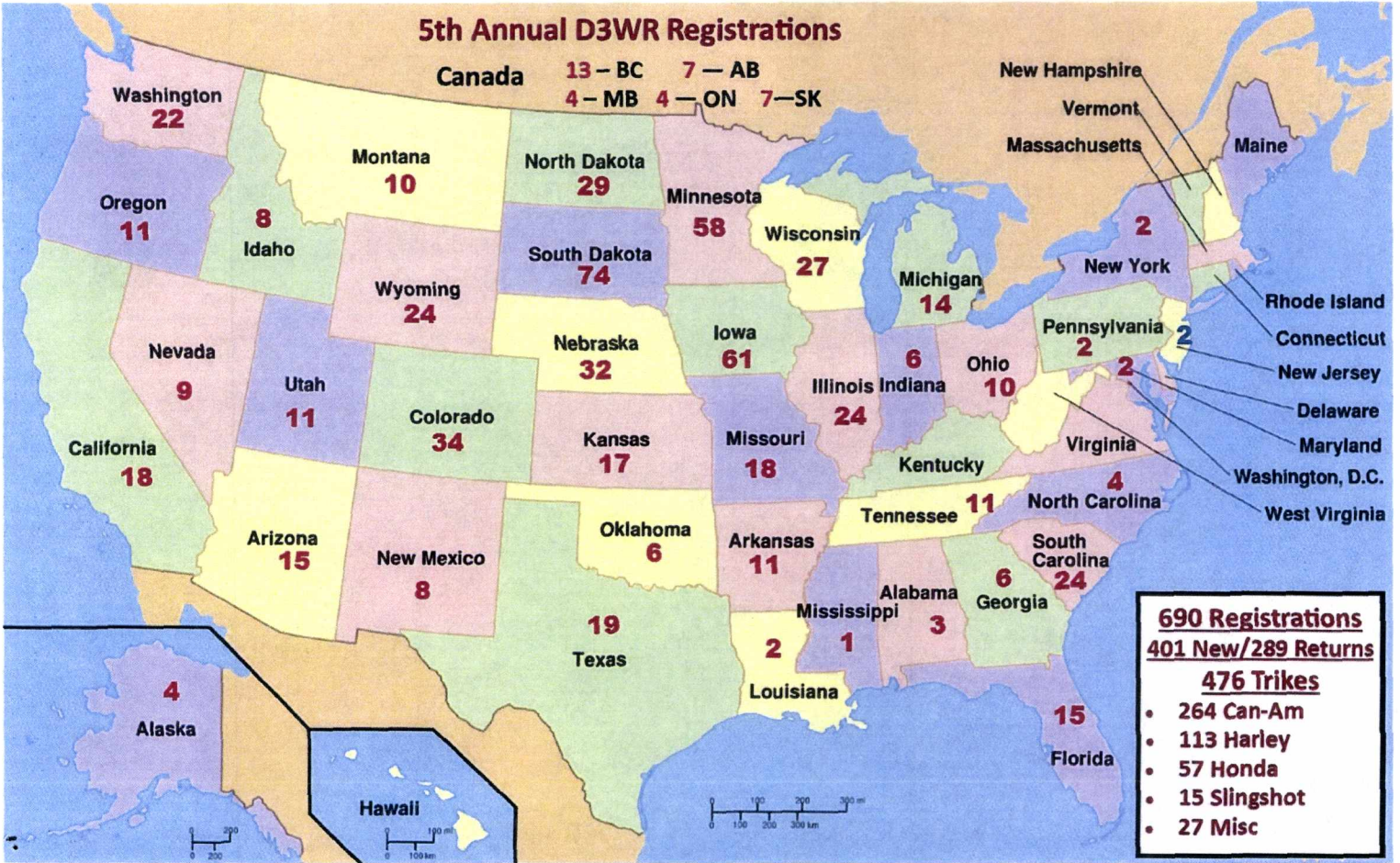
\_\_\_\_\_  
Planning and Zoning Officer

\_\_\_\_\_  
Date



# 5th Annual D3WR Registrations

Canada 13 - BC 7 - AB  
4 - MB 4 - ON 7 - SK



**690 Registrations**  
**401 New/289 Returns**  
**476 Trikes**

- 264 Can-Am
- 113 Harley
- 57 Honda
- 15 Slingshot
- 27 Misc

**Updated 7/29/2019**

**NOTICE OF PUBLIC HEARING  
STREET CLOSURE, WAIVER OF BANNER FEES, FREE PARKING  
FOR OUTLAW SQUARE**

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 January 21, 2020 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Street Closure:**

Deadwood Street closure from Main Street to Pioneer Way from 9:00 a.m. to 6:00 p.m. on Saturday, March 28, 2020.

**Request to Waive Banner Fee:**

For Polar Plunge on Saturday, March 28, 2020.

**Use of Interpretive Lot at no Charge for Polar Plunge Participants**

Saturday, March 28 from 6:00 a.m. to 3:00 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 6th day of January, 2020.

CITY OF DEADWOOD

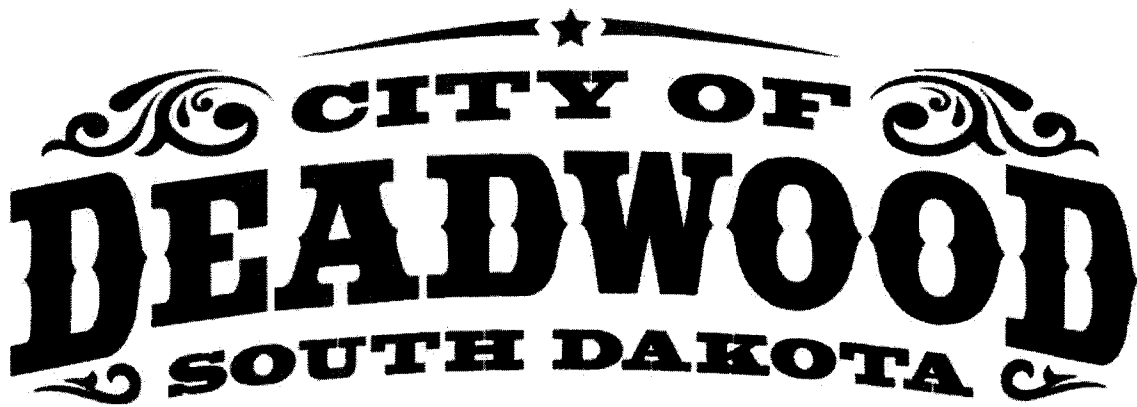


\_\_\_\_\_  
Jessica McKeown, Finance Officer

Publish BH Pioneer: January 9, 2020

For any public notice that is published one time:

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



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

*Special Olympics Polar Plunge 3-28-2020*

---

**Instructions:**

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

## EVENT INFORMATION

**Type of Event:**

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

Event Title: Special Olympics Polar Plunge

Event Date(s): March 28th 2020      Total Anticipated Attendance: \_\_\_\_\_  
(month, day, year)

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

Actual Event Hours: (from): 1pm AM / PM (to): 3pm AM / PM

Location / Staging Area: Deadwood Street

Set up/assembly/construction Date: 3/28/20 Start Time: 9am AM / PM

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

Set up 12 x 26 Pool and a few tents.

Dismantle Date: 3/28/20 Completion time: 6pm AM / PM

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

Deadwood Street/Outlaw Square 3/28/20 9am-6pm

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- Commercial (for profit)       Noncommercial (nonprofit)

Sponsoring Organization: Outlaw Square and Deadwood Chamber

Chief Officer of Organization (NAME): Lee Harstad/Bobby Rock

Applicant (NAME): Sarah Kryger Business Phone: (605) 578-1876

Address: 501 Main Street      SD      57732  
(city)      (state)      (zip code)

Daytime phone: (605) 578-1876 Evening Phone: (605) 863-1249 Fax #: (605) 578-2429

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



Name: Jim Smit/Special Olympics

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

Contact person "on site" day of event or facility use Jim Smit Pager/Cell #: 605-591-9314

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

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

**FEES / PROCEEDS / REPORTING**

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

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

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

Special Olympics Polar Plunge  
Organized by Local Law Enforcement

Saturday March 28th 2020  
1pm-3pm

Deadwood Street Closure 9am to 6pm for Pool Setup and Tear Down  
Request City's help filling and emptying 12 x 24 Pool

Request to waive Event Banners and Sponsors.

Request Free Parking at Interpretive Lot for those involved/ including participants in event.

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

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 January 21, 2020, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

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

Celebrity Hotel Inc. 629 Main Street, Block E & F (aka 1&3), Block 14 Original Town, City of Deadwood, Lawrence County, South Dakota.

**1 – Retail (on-off sale) wine:**

Celebrity Hotel Inc. 629 Main Street, Block E & F (aka 1&3), Block 14 Original Town, City of Deadwood, Lawrence County, South Dakota.

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 6th day of January, 2020.

CITY OF DEADWOOD



\_\_\_\_\_  
Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – January 9, 2020

For any public notice that is published one time:

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

**AMENDED ORDINANCE NO. 1304  
AN ORDINANCE CREATING BUSINESS  
IMPROVEMENT DISTRICT NO. 9 OF THE  
CITY OF DEADWOOD, SOUTH DAKOTA**

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

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

**SECTION 2:** Business Improvement District No. 9 shall have the following boundaries:

**Transient Commercial Property Owners-hotels & motels**

**Group 1**

BH Inn & Suites	206 Shadow Lane
Celebrity Hotel	629 Main Street
Deadwood Cottages	390 Main Street
Deadwood Cottages	388 Main Street
Deadwood Rentals	36 Water Street
Trucano B & B	124 Charles Street
Deadwood Dicks Hotel	51 Sherman Street

**Group 2**

Cadillac Jack's/Doubletree By Hilton	360 Main Street
Deadwood Mountain Grand/ Holiday Inn Resort	1906 Deadwood Mountain Drive
Deadwood Station	68 Main Street
First Gold Hotel	270 Main Street
Gold Country Inn	801 Main Street
Holiday Inn Express	22 Lee Street
Hotel by Gold Dust	23 Lee Street
Silverado Franklin	709 Main Street
SpringHill Suites by Marriott	322 Main Street
Tru Hotel by Hilton	372 Main Street
Tin Lizzie's Hampton Inn	555 Main Street
Travelodge Inn and Suites	250 Main Street
Iron Horse Inn	27 Deadwood
Hickok's Hotel & Casino	685 Main Street
Bullock Hospitality	633-635 Main Street

**Non-Transient Commercial Property Owners**

Black Hills Novelty, LLC	69 Sherman
Wayne Morris	696 Main Street
Wild Hog, LLC DWD Harley	681 Main Street
Patchstop, LLC	666 Main Street
The Pink Door	596 Main Street
RE Center of DWD	11 Charles Street
David Barth	29 Lee Street
Madam Peacock's	638 Main Street
Berg Jewelry and Gift	650 Main Street
Jacobs Gallery	670 Main Street

Any lodging or non-lodging establishments not listed but can become a part of this district and included in boundaries by petition and approval of City Commission.

**SECTION 3:** A Resolution of Intent 2019-09, for the continuation of this district, was approved on the 18<sup>th</sup> day of March, 2019, and adopted after the public hearing on the 6<sup>th</sup> day of May, 2019.

**SECTION 4:** Business Improvement District No. 9 is created for the purpose of funding Main Street revitalization efforts focusing on the promotion and operation of the Outlaw Square.

The total estimated or proposed costs for the above projects and activities is projected to be \$250,000 annually, with the revenues from the occupancy tax to fund some or all of the above projects and activities.

**SECTION 5:** An occupational tax in the amount of Two Dollars (\$2.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments in Group 1.

An occupational tax in the amount of One Dollar (\$1.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments in Group 2. This occupation tax shall be fair, equitable and uniform as to class. No occupational tax may be imposed on any transient guest who has been offered a room by a lodging establishment on a complimentary basis and no fee or rent was charged for such room. This

tax rate shall be subject to establishment and adjustment by the Deadwood City Commission, by resolution upon recommendation from the Board of Business Improvement District No. 9.

And a general occupation tax based on the linear front footage of the above described non-gaming establishments. The amount of the tax shall be \$50 per month for each non-lodging establishment which has 30 or less linear feet of front footage, and shall be \$75 per month for each non-lodging establishment with more than 30 linear front footage feet.

**SECTION 6:** The Deadwood City Finance Officer is authorized and directed, with the advice and recommendations of the Board of Business Improvement District No. 9, to determine and compute the tax in accordance with this ordinance. The occupational tax assessed pursuant to the terms of this ordinance shall be remitted by the 20<sup>th</sup> day of each month to the Deadwood City Finance Officer, with the remittance to be for the previous calendar month's tax collections. The City Finance Officer and the Board of Business Improvement District No. 9 or its designee or any person or firm contracted by the City Finance Officer and the Business Improvement District Board shall be entitled to audit the books, ledgers, or franchise reports of any hotel, motel or lodging establishment subject to the terms of this act, including the right to inspect daily reports of such hotels and motels so as to ensure that the occupancy tax assessed by this act is being properly remitted to the City of Deadwood. The City Finance Officer shall be entitled to seek injunctive relief against any hotel, motel or lodging or non-lodging establishment which does not remit the proper amount of tax monies when due, which relief may be in the form of an action requiring the offending hotel, motel or non-lodging establishment owner to allow entry upon their property and access to their records, computers, or books so as to verify that the hotel, motel, lodging, or non-lodging establishment is remitting all monies

it collects pursuant to this ordinance and the laws of the State of South Dakota. Each hotel, motel, lodging or non-lodging establishment subject to this ordinance shall keep accurate records of amounts collected from transient guests for review by the City Finance Officer or its designee, pursuant to this ordinance.

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

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

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

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

**SECTION 10:** All costs incurred by the City of Deadwood or the City Finance Officer or the Board pursuant to this ordinance shall be paid from occupancy and frontage foot taxes collected under this ordinance. An annual administration fee of \$5000.00 will be paid to City of Deadwood Finance Department to offset legal and administration expenses.

**SECTION 11:** Each hotel, motel or lodging establishment shall account for complimentary rooms which are also subject to audit by the City Finance Officer and the Board of Business Improvement District No. 9 or its designee or contractor with such records to show the basis for offering such room on a complimentary basis.

**SECTION 12:** Should any section, clause or provision of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part declared to be invalid.

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

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

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

Title \_\_\_\_\_

**SECTION 14:** This ordinance shall be effective on the 1st day of January, 2020.

Dated this 6<sup>th</sup> day of January, 2020.

CITY OF DEADWOOD

\_\_\_\_\_  
David Ruth, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown, Finance Officer

First Reading: January 6, 2020  
Second Reading: January 21, 2020  
Published: January 23, 2020  
Adopted: February 12, 2020



ORDINANCE NUMBER 1305

TO AMEND CHAPTER 3.28 STANDARDIZED FEE SCHEDULE

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER 3.28 AS FOLLOWS:

3.28.010 Standardized Fee Schedule

The City of Deadwood shall develop a standardized fee schedule and set rates related to the following items: photocopy fees; products from city plotter; personnel time; audio visual/photographic/video tape reproduction; usage fee schedule; and GIS data; Waiver. The fee schedule shall be set by resolution by the City Commission.

3.28.020 Waiver.

The city of Deadwood reserves the right to waive fees or other requirements on an individual basis at the discretion of the appropriate department head. Such waiver of fees can be made only upon approval of written documentation.

3.28.030 Sales tax.

The city of Deadwood shall charge applicable sales tax to all services under this chapter.

~~3.28.010 Photocopy fees.~~

	8.5" x 11.0"	8.5" x 14.0"	11.0" x 17.0"
Black and White copy	\$0.25	\$0.35	\$0.50
Color copy	\$0.50	\$0.75	\$1.00

~~3.28.020 Products from city plotter: color and black and white.~~

A Size 8 1/2" x 11"	\$3.00
B Size 11" x 17"	\$5.00
C Size 17" x 22"	\$7.00

D Size 22" x 34"	\$10.00
E Size 34" x 44"	\$12.00

Multiple copies may be outsourced at patron's expense. Materials may be loaned only upon written agreement and at the discretion of the appropriate department head. Loaned materials damaged during transit will be charged at patron's expense.

**3.28.030 Personnel time.**

—Services requiring personnel time above and beyond typical city business by definition is the systematic searching of the city's collections to locate specific fact(s) which pertain to a person, place, location, or event. Fees are charged for the staff's time involved in doing the research and/or services whether or not an answer is found.

—The costs for research services are as follows:

Per hour rate	\$20.00
Minimum research fee	\$5.00

**3.28.040 Audio visual/photographic/video tape reproduction.**

—A. Photographic/audiovisual reproduction can be defined as the duplication of photographic or audiovisual media for commercial or personal use.

—B. This constitutes all audio and visual recordings owned or housed by the city of Deadwood, the Deadwood historic preservation commission or the Deadwood public library. Duplication fees are as follows:

—\$25.00 per audiotape cassette

—\$15.00 per digital recording

—\$25.00 per videotape

—\$10.00 per DVD

—C. The city of Deadwood charges a fee for each photograph which is reproduced for private or commercial purposes. A credit line must be given and will be stamped on the back of the copy print or

will be attached to the digital image. These fees apply to images owned by the city of Deadwood, the Deadwood historic preservation commission or the Deadwood public library.

<i>Size</i>	<i>Color or Black &amp; White</i>
5.0 x 7.0	\$20.00
8.0 x 10.0	\$30.00
11.0 x 14.0	\$50.00
16.0 x 20.0	\$75.00
Slide(s) and negative(s) will be charged the price of out sourcing plus an additional fee of \$2.00 to the overall price to cover shipping and handling.	

**3.28.050 Usage fee schedule.**

The following fees will be assessed for the use of photographs and audio-visual materials from the city of Deadwood, the Deadwood historic preservation commission or the Deadwood public library collections. These fees are in addition to other reproduction charges or processing fees.

Periodicals/Serials (per image)	Commercial Use:	Non-profit Use:
Under 5,000 circulation	\$10.00	\$5.00
5,001 - 9,999 circulation	\$30.00	\$15.00
10,000 - 25,000 circulation	\$50.00	\$25.00
Over 25,000 circulation	\$75.00	\$35.00

Book Editions, Video, Posters, CD-ROM, Postcards, Calendars	Commercial Use:	Non-profit Use:
Under 5,000 circulation	\$20.00	\$10.00
5,001 - 15,000 circulation	\$35.00	\$15.00
15,001 - 25,000 circulation	\$50.00	\$25.00

—25,001– 50,000 circulation	\$75.00	\$40.00
—Over 50,000 circulation	\$100.00	\$50.00
Special Use	Commercial Use:	Non-profit Use:
—Book Jacket or Book Cover	\$75.00	\$40.00
—Broadcast Use: commercials, motion picture, or television	\$100.00	\$50.00
—Filmstrip or slide show	\$20.00	\$10.00
—Decorative display in business	\$25.00	\$10.00
Lecture / Presentation		
—If free and open to the public	\$0.00	
—If entrance fee charged	\$20.00	
Audiovisual		
—Non-profit use	\$5.00 per minute	
—Commercial Use	\$20.00 per minute	
Website Use		
—Non-profit use	\$5.00	
—Commercial Use	\$50.00	

**3.28.060 – GIS data.**

OTHO Images	\$100/unit	\$1,500.00 Whole area
Contour Lines	\$25/unit	\$450.00 Whole area
Roads	\$30 Whole Area	
Buildings	\$35 Whole Area	

Points of Interest  * Includes staff time	<del>§10 Whole Area</del>
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**~~3.28.070 Waiver.~~**

~~The city of Deadwood reserves the right to waive fees or other requirements on an individual basis at the discretion of the appropriate department head. Such waiver of fees can be made only upon approval of written documentation.~~

**~~3.28.080 Sales tax.~~**

~~The city of Deadwood shall charge applicable sales tax to all services under this chapter.~~

CITY OF DEADWOOD

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David R. Ruth Jr. Mayor

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ATTEST: Jessica McKeown, Finance Officer

First Reading: January 6, 2020  
Second Reading: January 21, 2020  
Published: January 23, 2020  
Adopted: February 12, 2020

**ORDINANCE NUMBER 1306**  
**TO AMEND CHAPTER 5.08 BINGO**

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER 5.08 AS FOLLOWS:

**5.08.010 General Regulations**

The City adopts the following standards for those groups giving notice under SDCL 22-25-25(6) of a proposal to hold a bingo game within the city; it is the policy of the city to object to and not grant permission to any organization, club, group, person or committee which does not meet all of the following criteria;

A. Is an authorized bona fide nationally chartered veterans, religious, charitable, educational or fraternal organization, local civic or service club, political party, volunteer fire department or political action committee or political committee on behalf of candidates for political office pursuant to SDCL 22-25-25.

~~B. Is the owner of the building where the bingo will be conducted.~~

~~C. The premises where the bingo is conducted shall not have gaming on the same floor of the building and a separate outdoor entrance and exit not used by gaming customers shall be available and used by bingo customers.~~

D. All proceeds derived from bingo operations shall be distributed and used in the Deadwood area. **The organization the donations are going towards must be determined before the game is conducted and shall be posted in the business for public viewing.**

~~E. Those organizations, clubs, groups, committees and persons which conducted bingo prior to November 1, 2009 in Deadwood shall not have to meet the criteria established in subsection B and C of the section.~~

**5.08.20 Violations of chapter.**

Any violations of this chapter shall subject the violating party to all the penalties prescribed in Chapter 1.12.

Dated this 6th day of January, 2020

CITY OF DEADWOOD

\_\_\_\_\_  
David Ruth Jr., Mayor

ATTEST:

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Jessica McKeown, Finance Officer

First Reading: January 6, 2020  
Second Reading: January 21, 2020  
Published: January 23, 2020  
Adopted: February 12, 2020

**ORDINANCE NUMBER 1307**  
**TO AMEND CHAPTER 16.09.010 FEES**

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER 16.09.010 AS FOLLOWS:

**16.09.010 Fees.**

A. In order to cover the costs and expenses incidental to the approval of a subdivision, the developer shall pay a fee at the time of application for tentative approval of a preliminary plat. Such fee will be based upon the estimated number of lots created. At the time of application for final approval of subdivision, the required fee will be recalculated on the basis of the actual number of lots created, and an adjustment of the fee will be made. The developer shall pay an additional amount or receive a refund due to changes in the number of lots. If, the developer fails to submit a final plat within twelve (12) months after receiving tentative approval of a preliminary plat, it is necessary to resubmit a preliminary plat for tentative approval. The developer shall be required to pay the fee currently in effect at the time of resubmission.

B. All fees related to subdivision plats are listed in the city fee schedule which is set and amended by resolution.

~~B. The fees for approval of a subdivision shall be charged and collected at the following rates:~~

~~—one hundred dollars (\$100.00) fee per plat plus thirty dollars (\$30.00) per lot above the first new lot.~~

~~C. All fees required by this title, must be paid in full prior to certification of the final plat.~~

~~All fees collected for the approval of subdivision shall be credited to the general fund of the city of Deadwood.~~

Dated this 6th day of January, 2020

CITY OF DEADWOOD

\_\_\_\_\_  
David Ruth Jr., Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown, Finance Officer

First Reading:        January 6, 2020  
Second Reading:     January 21, 2020  
Published:            January 23, 2020  
Adopted:              February 12, 2020



**ORDINANCE NO. 1308**  
**AN ORDINANCE CREATING CHAPTER 12.22 EMERGENCY SNOW ROUTES**

WHEREAS, the City Commissioners of the City of Deadwood wish to set forth snow routes to effectuate and facilitate the efficient removal of snow and ice from city streets.

NOW, THEREFORE, BE IT ORDAINED by the City Commissioners of the City of Deadwood that a new Chapter 12.22 of the Code of Ordinances of City of Deadwood, South Dakota entitled "Snow Routes" is hereby established as follows:

**SECTION 1. Establishment of Section 12.22.010 (Emergency Access Snow Routes);**  
**Section 12.22.020 (Removal of Vehicles).**

Section 12.22.010 and 12.22.020 are added to Chapter 12 of the Code of Ordinances of City of Deadwood, South Dakota, and shall read as follows:

**Section 12.22.010. Snow Routes.**

(a) The following streets, or portions thereof, are designated as emergency access snow routes. Additional streets may be designated, as needed, during a snow emergency by the Public Works Director. On a declaration by the Public Works Director, or designee, when a snow emergency exists due to heavy snowfall in the City of Deadwood, no parking by any vehicle shall be permitted on the emergency access snow routes listed below. The following routes shall be designated as emergency access snow routes and reasonable insignias shall be placed on them to indicate to the public that they are emergency access snow routes.

<b>STREET</b>	<b>PORTION</b>
Lincoln Avenue	Van Buren To Mt. Moriah Drive
Jackson Street	Adams Street to Mt. Moriah Drive
Williams Street	284 Williams to 562 Williams
Burnham Avenue	Pioneer Way to Dakota Street
Stewart Street	Charles Street to Fillmore Street
Denver Avenue	Williams Street to Mt. Roosevelt Road
Harrison Street	Sherman Street to Van Buren Street

**Section 12.22.020. Removal of Vehicles.**

(a) Individuals shall be charged with the responsibility of knowing the priority of their street of residence and shall be deemed to know the same. Further, individuals shall be responsible for ascertaining the priority of the street upon which they are traveling, or upon which they have become stalled, and shall be deemed to know the same and shall take whatever measures necessary to remove stalled vehicles from those routes in accordance with this section.

(b) The City of Deadwood Police Department is hereby authorized to remove or have removed a vehicle from a street to the nearest impound lot or to an impound designated or maintained pursuant to a contract with City of Deadwood when:

- (1) The vehicle is parked or stalled on a street that is declared a snow route;
- (2) A snow emergency has been declared; and
- (3) The vehicle is interfering or about to interfere with snow removal operations.

(c) In the event that it is deemed by any law enforcement officer that a vehicle shall be towed for the purpose of storage, he or she shall order the vehicle towed immediately in accordance with the provisions of this section. In the event that there is an insufficient number of contract wreckers available, the Public Works Director, or designee, shall have the authority to enter into a service contract with other wrecker services for the purpose of towing vehicles during the period of snow removal operations. Vehicles shall be towed to any approved storage lot controlled by a wrecker service. In the event that there is no space available on such a lot, the vehicle shall be stored at a site designated by the law enforcement officer.

(d) It shall be the duty of the appropriate law enforcement agency to keep a record of each vehicle removed in accordance with this section. The record shall include:

- (1) A description of the vehicle;
- (2) Its license number;
- (3) The date and time of its removal;
- (4) Location from where it was removed;
- (5) Its present location;
- (6) The name and address of its owner and last operator, if known;
- (7) Its final disposition; and
- (8) The parking violation involved.

(e) This section shall be supplemental to any other provisions of law granting members of the City of Deadwood Police Department the authority to remove vehicles.

(f) Any party who received a citation for violation of any provision of this article shall pay a penalty listed in the city fee schedule, which is set and amended by resolution.

(g) In the event an individual feels that he has been improperly fined as a result of this section, he may enter a plea of not guilty and shall be entitled to a hearing in the court of appropriate jurisdiction.

Dated this 6th day of January, 2020

CITY OF DEADWOOD

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David Ruth Jr., Mayor

ATTEST:

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Jessicca McKeown, Finance Officer

First Reading: January 6, 2020  
Second Reading: January 21, 2020  
Published: January 23, 2020  
Adopted: February 12, 2020

## MOTOR VEHICLE PARKING LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY" and ZCN, LLC, with a record address of 4201 S. Minnesota Ave., Ste 113, Sioux Falls, SD 57105, hereinafter referred to as "ZCN."

CITY and ZCN agree that CITY shall lease a total of eight (8) spaces for the parking of Deadwood Police Department vehicles. These spaces are located within the Deadwood Mountain Grand parking garage and are east of the intersection of Water and Deadwood Mountain Grand St., as is set forth in the exhibit attached hereto as Exhibit A. They are currently being utilized by the Deadwood Police Department of the City of Deadwood, Lawrence County, South Dakota.

I.

The term of this lease shall be fifty (50) years. Commencing January 1, 2020, through December 31, 2070, the parties acknowledge and agree Deadwood Police Department use the parking spaces twenty-four hours per day, seven (7) days per week.

II.

CITY agrees to pay to ZCN as rent the sum of One Dollar (\$1) per year for all eight (8) parking spaces. The parties acknowledge that in addition to this rent, the CITY previously provided ZCN with property, which acts as further consideration for this lease.

III.

This lease shall automatically renew at the expiration of its initial term for an additional like term unless terminated by either party within sixty (60) days of termination of original lease term.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF DEADWOOD

\_\_\_\_\_  
David R. Ruth, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown  
Finance Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

ZCN, LLC

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

STATE OF SOUTH DAKOTA        )  
  )SS  
COUNTY OF \_\_\_\_\_        )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of ZCN, LLC and as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

\_\_\_\_\_  
Notary Public, South Dakota

(SEAL)

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



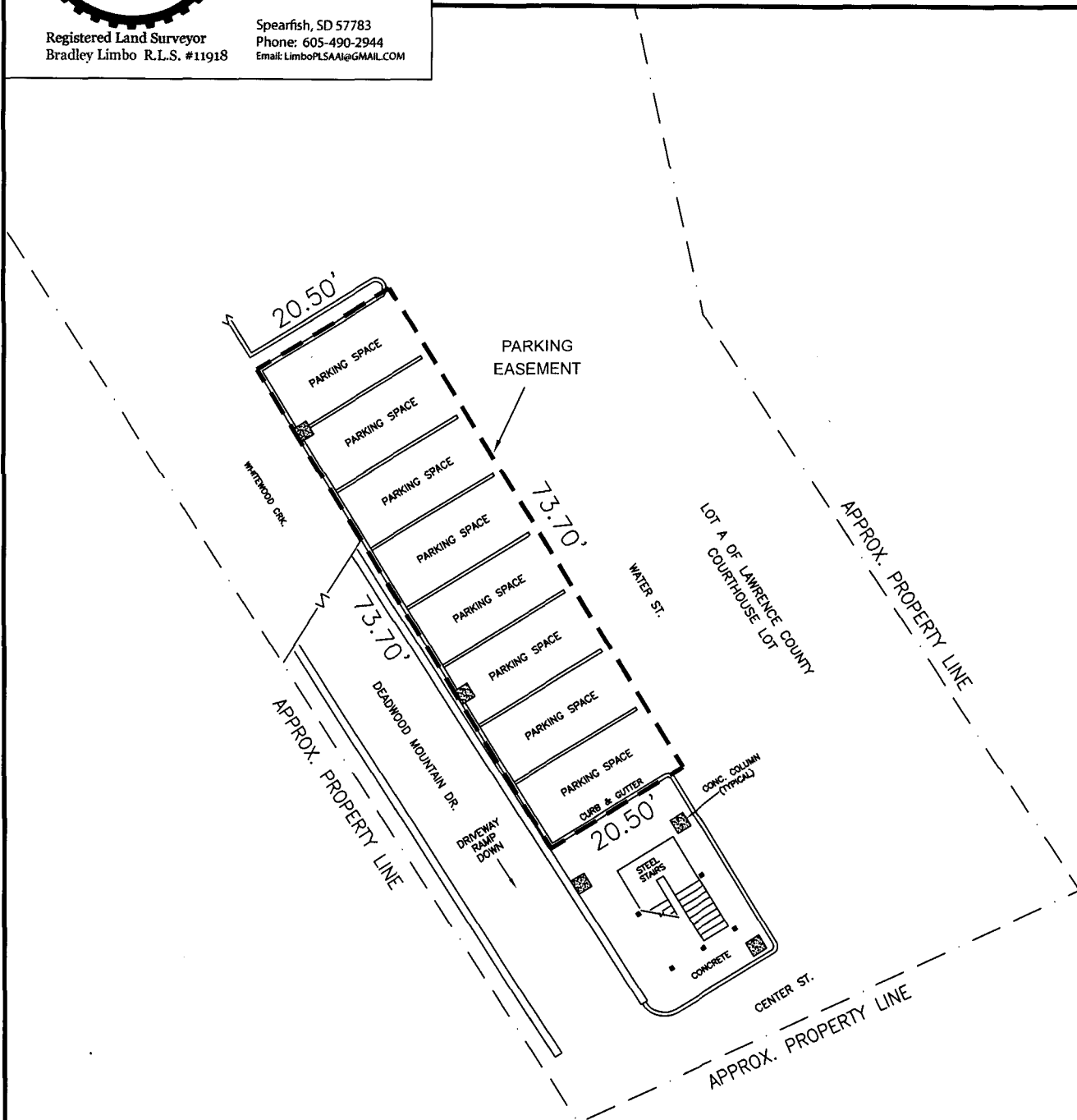
Construction Staking  
Boundary Surveys  
Mortgage/Bank Surveys  
Alta/Title Surveys  
Fema Flood Elevation Certificates  
Land Development Surveys  
Engineering Design Topo Surveys

**ALL ASPECTS INC.**  
LAND SURVEYING

Registered Land Surveyor  
Bradley Limbo R.L.S. #11918

Spearfish, SD 57783  
Phone: 605-490-2944  
Email: LimboPLSAI@GMAIL.COM

**EASEMENT EXHIBIT**  
A PARKING EASEMENT LOCATED ON A PORTION OF  
LOT A OF THE SUBDIVISION OF THE LAWRENCE  
COUNTY COURTHOUSE LOT,  
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



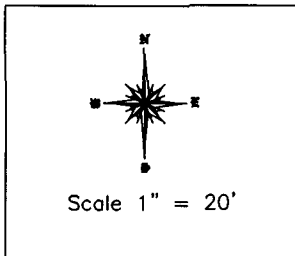
**NOTES:**

1. LOT A RECORDED IN PLAT DOC#2003-1444.



**SURVEYOR'S CERTIFICATE**

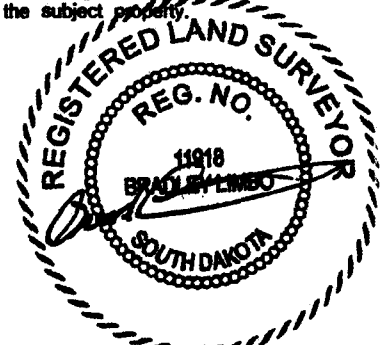
I, Bradley Limbo, a Registered Land Surveyor in the State of South Dakota, on the basis of my knowledge, information and belief, certify to the Owner(s), that at the request of said Owner(s), the survey represented by this plat was made under my supervision, on the ground to the normal standards of care of Professional Land Surveyors practicing in the State of South Dakota. This survey does not constitute a title search to determine ownership or easements of record as performed by All Aspects Inc Land Surveying.



SURVEYED BY: BJL  
DRAWN BY: FD  
JOB NO. AAI-20-001  
DATE: 1-6-2020

**SURVEYOR'S CERTIFICATE**

I, Bradley J Limbo, do hereby certify that this Survey shows the dwelling as located on the premises described in this report and that this report is an accurate representation of the information gathered at the time of inspection of the subject property.



101

SCOTT PETERSON MOTORS INC  
30 5TH AVE  
BELLE FOURCHE, SD 577171008

Configuration Preview

Date Printed: 2020-01-10 4:58 PM  
Estimated Ship Date:

VIN:  
VON:

Quantity: 1  
Status: BA - Pending order  
FAN 1: 0139V City of Deadwood, SD  
FAN 2:  
Client Code:  
Bid Number: TB0090  
PO Number:

Sold to:  
SCOTT PETERSON MOTORS INC (68347)  
30 5TH AVE  
BELLE FOURCHE, SD 577171008

Ship to:  
SCOTT PETERSON MOTORS INC (68347)  
30 5TH AVE  
BELLE FOURCHE, SD 577171008

Vehicle: 2020 1500 CLASSIC ST CREW CAB 4X4 (140 in WB 5 FT 7 IN box) (DS6L98)

	Sales Code	Description	MSRP(USD)
Model:	DS6L98	1500 CLASSIC ST CREW CAB 4X4 (140 in WB 5 FT 7 IN box)	38,145
Package:	26B	Customer Preferred Package 26B	0
	EZH	5.7L V8 HEMI MDS VVT Engine	1,450
	DFK	8-Spd Auto 8HP70 Trans (Buy-US)	500
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*V9	Cloth 40/20/40 Bench Seat	315
	-X8	Black/Diesel Gray	0
Options:	XN9		-150
	MRA	Wheel to Wheel Side Steps	740
	TTB	LT265/70R17E BSW A/T Tires	250
	YEP	Manuf Statement of Origin	0
	XMF	Spray In Bedliner	595
	4DH	Prepaid Holdback	0
	XHC	Trailer Brake Control	295
	4ES	Delivery Allowance Credit	0
	NHK	Engine Block Heater	95
	MAF	Fleet Purchase Incentive	0
	CK9	Delete Carpet	0
	XB9	RamBox Cargo Management System	1,295
	RA2	Uconnect 3 with 5" Display	695
	AJY	Popular Equipment Group	680
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB0090	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,695

Total Price: 46,600

Order Type: Fleet  
Scheduling Priority: 1-Sold Order

Bid 28,899.<sup>00</sup>

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

## THE FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between City of Deadwood, a South Dakota municipal corporation ("**Landlord**") and CommNet Cellular Inc. d/b/a Verizon Wireless ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated December 7, 2009 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

**WHEREAS**, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Thirty-Five Thousand and No/100 Dollars (\$35,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before March 3, 2020; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on October 1, 2009 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on September 30, 2034. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall



automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "Rent") shall continue in full force and effect through the New Renewal Term(s). In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid to Landlord under the Lease shall be paid by Tenant to **City of Deadwood SD**.
  
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Non-Compete**. During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as modified by this Amendment, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
  
6. **Limited Right of First Refusal**. The Parties acknowledge and agree that Section 16 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
  
7. **Landlord Statements**. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or

Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
9. **Notices.** The Parties acknowledge and agree that Section 23 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Deadwood, 102 Sherman St, Deadwood, SD 57732; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** The Parties acknowledge and agree that Section 21 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** The Parties acknowledge and agree that Section 11 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and

Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

13. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgage**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
14. **Taxes.** The Parties acknowledge and agree that Section 7 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
15. **Deletions.** The Parties acknowledge and agree that Section 22 and Section 27 of the Lease are hereby deleted in their entirety and are of no further force and effect.
16. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions

ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

*[SIGNATURES COMMENCE ON FOLLOWING PAGE]*

ATC Site No: 410417  
VZW Site No: 106087  
Site Name: SD1DEADWOOD SD

**LANDLORD:**

**City of Deadwood,  
a South Dakota municipal corporation**

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

Print Name: **David R. Ruth Jr.**

Title: **Mayor**

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

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT:**

**CommNet Cellular Inc. d/b/a Verizon Wireless**

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

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

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

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

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

## **EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

### **PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

**PART OF SCHOOL LOT 3 AND ALL OF SCHOOL LOTS 4, 5, 6, 7 AND 9, IN THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD.**

### **LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

**A PARCEL OF GROUND BEING A PORTION OF SCHOOL LOT 6, O.T., CITY OF DEADWOOD, LOCATED IN THE SW ¼ OF SECTION 23, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A CORNER FROM WHICH CORNER NO. 10, A FOUND STONE, OF THE ORIGINAL TOWNSITE OF DEADWOOD, BEARS N43°54'07"E, 216.62 FEET;**

**THENCE S37°46'15"W, 55.64 FEET TO AN ANGLE POINT;**

**THENCE S84°47'17"W, 24.53 FEET TO AN ANGLE POINT;**

**THENCE N04°14'33"W, 12.02 FEET TO A POINT OF CURVATURE;**

**THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 30 FEET, 30.18 FEET TO A POINT OF COMPOUND CURVE;**

**THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25 FEET, 30.73 FEET TO A POINT OF TANGENCY;**

**THENCE S47°41'27"W, 8.33 FEET TO AN ANGLE POINT;**

**THENCE N59°09'13"W, 3.81 FEET TO AN ANGLE POINT;**

**THENCE N30°50'47"E, 23.97 FEET TO AN ANGLE POINT;**

**THENCE N54°03'41"E, 68.17 FEET TO AN ANGLE POINT;**

**THENCE S45°30'12"E, 63.04 FEET TO THE POINT OF BEGINNING.**

**SAID PARCEL CONTAINING 0.11 ACRES, MORE OR LESS.**



**EXHIBIT A (Continued)**  
**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

**A PRIVATE ACCESS EASEMENT THROUGH PROBATE LOT 283, MOUNT MORIAH CEMETERY, AND SCHOOL LOTS 5 AND 6, O.T., CITY OF DEADWOOD, LOCATED IN THE S1/2 OF SECTION 23, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT WHERE THE CENTERLINE INTERSECTS THE EDGE OF THE EXISTING PLATTED DAVID STREET THROUGH MOUNT MORIAH CEMETERY FROM WHICH THE SOUTHEAST CORNER OF PROBATE LOT 364, BEING A REBAR AND CAP STAMPED ARLETH & ASSOC. L.S. 3977, BEARS S 56°43'12"W, 84.62 FEET;**

**THENCE 71.90 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET TO A POINT OF TANGENCY;**

**THENCE N 33°22'46" W, 29.59 FEET TO A POINT OF CURVATURE;**

**THENCE 55.55 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 179.94 FEET TO A POINT OF TANGENCY;**

**THENCE S 53°59'38" E, 79.79 FEET TO A POINT OF CURVATURE;**

**THENCE 37.98 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 140.00 FEET TO A POINT OF TANGENCY;**

**THENCE S 38°26'56" E, 90.74 FEET TO A POINT OF CURVATURE;**

**THENCE N 44°48'12" W, 69.33 FEET TO A POINT OF CURVATURE;**

**THENCE 16.96 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 42.00 FEET TO A POINT WHERE THE SAID CENTERLINE INTERSECTS THE BOUNDARY BETWEEN PROBATE LOT 283 AND MOUNT MORIAH CEMETERY;**

**THENCE 45.11 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 42.00 FEET TO A POINT OF TANGENCY;**

**THENCE N 39°26'03" E, 37.26 FEET TO A POINT OF CURVATURE;**

**THENCE 40.57 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET TO A POINT WHERE THE SAID CENTERLINE INTERSECTS THE BOUNDARY BETWEEN PROBATE LOT 283 AND MOUNT MORIAH CEMETERY;**

**THENCE 23.42 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET TO A POINT OF TANGENCY;**

**EXHIBIT A (Continued)**  
**ACCESS AND UTILITIES (Continued)**

THENCE N 76°05'52" E, 23.69 FEET TO A POINT WHERE THE CENTERLINE INTERSECTS THE BOUNDARY BETWEEN PROBATE LOT 283 AND SCHOOL LOT 5;

THENCE N 76°05'52" E, 36.23 FEET TO A POINT OF CURVATURE;

THENCE 140.20 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1550.75 FEET TO A POINT OF TANGENCY;

THENCE N 70°55'04" E, 75.72 FEET TO A POINT OF CURVATURE;

THENCE 53.78 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 48.72 FEET TO A POINT OF TANGENCY;

THENCE N 07°40'25" E, 151.39 FEET TO A POINT OF CURVATURE;

THENCE 77.21 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET TO A POINT OF TANGENCY;

THENCE S 74°01'33" E, 28.19 FEET TO A POINT OF CURVATURE;

THENCE 70.68 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 60.47 FEET TO A POINT OF TANGENCY;

THENCE S 07°03'31" E, 28.74 FEET TO A POINT OF CURVATURE;

THENCE 10.29 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 32.56 FEET TO A POINT WHERE THE SAID CENTERLINE INTERSECTS THE BOUNDARY BETWEEN SCHOOL LOT 5 AND SCHOOL LOT 6;

THENCE 19.45 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 32.56 FEET TO A POINT OF TANGENCY;

THENCE S 59°24'04" E, 66.30 FEET TO A POINT OF CURVATURE;

THENCE 70.29 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 58.96 FEET TO A POINT OF TANGENCY;

THENCE N 52°17'34" E, 128.29 FEET TO AN ANGLE POINT;

THENCE N 33°41'57" E, 55.18 FEET TO A POINT OF CURVATURE;

THENCE 27.99 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 19.00 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE 24.15 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 24.00 FEET TO THE END POINT FROM WHICH A FOUND STONE, BEING CORNER NO. 10 OF THE ORIGINAL TOWNSITE OF DEADWOOD, BEARS N 48°29'58" E, 287.86 FEET;

THE DESCRIBED PRIVATE ACCESS EASEMENT IS 1731.95 FEET IN LENGTH WITH A WIDTH OF 12 FEET, 6 FEET EACH SIDE OF CENTERLINE, THE SIDELINES TO BE LENGTHENED OR SHORTENED TO CONFORM TO EXISTING PROPERTY AND/OR RIGHT-OF-WAYS.

**EXHIBIT B**

**FORM OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Stephanie L. Poulin, Esq.  
ATC Site No: 410417  
ATC Site Name: SD1DEADWOOD SD  
Assessor's Parcel No(s): 30075-00009-000-00

**Prior Recorded Lease Reference:**

Date: December 18, 2009  
Document No: 2009-06669  
State of South Dakota  
County of Lawrence

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**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Deadwood, a South Dakota municipal corporation ("Landlord")** and **CommNet Cellular Inc. d/b/a Verizon Wireless ("Tenant")**.

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated December 7, 2009 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be September 30, 2074. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 410417  
VZW Site No: 106087  
Site Name: SD1DEADWOOD SD

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Deadwood, 102 Sherman St, Deadwood, SD 57732; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 410417  
VZW Site No: 106087  
Site Name: SD1DEADWOOD SD

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

**LANDLORD**

**2 WITNESSES**

**City of Deadwood,  
a South Dakota municipal corporation**

Signature: \_\_\_\_\_  
Print Name: **David R. Ruth, Jr.**  
Title: **Mayor**  
Date: \_\_\_\_\_

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

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared **David R. Ruth, Mayor**, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**TENANT**

**WITNESS**

**CommNet Cellular Inc. d/b/a Verizon Wireless**

By: ATC Sequoia LLC,  
a Delaware limited liability company  
Title: Attorney-in-Fact

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

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

## **EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

### **PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

**PART OF SCHOOL LOT 3 AND ALL OF SCHOOL LOTS 4, 5, 6, 7 AND 9, IN THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD.**

### **LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

**A PARCEL OF GROUND BEING A PORTION OF SCHOOL LOT 6, O.T., CITY OF DEADWOOD, LOCATED IN THE SW ¼ OF SECTION 23, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A CORNER FROM WHICH CORNER NO. 10, A FOUND STONE, OF THE ORIGINAL TOWNSITE OF DEADWOOD, BEARS N43°54'07"E, 216.62 FEET;**

**THENCE S37°46'15"W, 55.64 FEET TO AN ANGLE POINT;**

**THENCE S84°47'17"W, 24.53 FEET TO AN ANGLE POINT;**

**THENCE N04°14'33"W, 12.02 FEET TO A POINT OF CURVATURE;**

**THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 30 FEET, 30.18 FEET TO A POINT OF COMPOUND CURVE;**

**THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25 FEET, 30.73 FEET TO A POINT OF TANGENCY;**

**THENCE S47°41'27"W, 8.33 FEET TO AN ANGLE POINT;**

**THENCE N59°09'13"W, 3.81 FEET TO AN ANGLE POINT;**

**THENCE N30°50'47"E, 23.97 FEET TO AN ANGLE POINT;**

**THENCE N54°03'41"E, 68.17 FEET TO AN ANGLE POINT;**

**THENCE S45°30'12"E, 63.04 FEET TO THE POINT OF BEGINNING.**

**SAID PARCEL CONTAINING 0.11 ACRES, MORE OR LESS.**



**EXHIBIT A (Continued)**  
**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

**A PRIVATE ACCESS EASEMENT THROUGH PROBATE LOT 283, MOUNT MORIAH CEMETERY, AND SCHOOL LOTS 5 AND 6, O.T., CITY OF DEADWOOD, LOCATED IN THE S1/2 OF SECTION 23, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT WHERE THE CENTERLINE INTERSECTS THE EDGE OF THE EXISTING PLATTED DAVID STREET THROUGH MOUNT MORIAH CEMETERY FROM WHICH THE SOUTHEAST CORNER OF PROBATE LOT 364, BEING A REBAR AND CAP STAMPED ARLETH & ASSOC. L.S. 3977, BEARS S 56°43'12"W, 84.62 FEET;**

**THENCE 71.90 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET TO A POINT OF TANGENCY;**

**THENCE N 33°22'46" W, 29.59 FEET TO A POINT OF CURVATURE;**

**THENCE 55.55 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 179.94 FEET TO A POINT OF TANGENCY;**

**THENCE S 53°59'38" E, 79.79 FEET TO A POINT OF CURVATURE;**

**THENCE 37.98 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 140.00 FEET TO A POINT OF TANGENCY;**

**THENCE S 38°26'56" E, 90.74 FEET TO A POINT OF CURVATURE;**

**THENCE N 44°48'12" W, 69.33 FEET TO A POINT OF CURVATURE;**

**THENCE 16.96 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 42.00 FEET TO A POINT WHERE THE SAID CENTERLINE INTERSECTS THE BOUNDARY BETWEEN PROBATE LOT 283 AND MOUNT MORIAH CEMETERY;**

**THENCE 45.11 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 42.00 FEET TO A POINT OF TANGENCY;**

**THENCE N 39°26'03" E, 37.26 FEET TO A POINT OF CURVATURE;**

**THENCE 40.57 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET TO A POINT WHERE THE SAID CENTERLINE INTERSECTS THE BOUNDARY BETWEEN PROBATE LOT 283 AND MOUNT MORIAH CEMETERY;**

**THENCE 23.42 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET TO A POINT OF TANGENCY;**

**EXHIBIT A (Continued)**  
**ACCESS AND UTILITIES (Continued)**

THENCE N 76°05'52" E, 23.69 FEET TO A POINT WHERE THE CENTERLINE INTERSECTS THE BOUNDARY BETWEEN PROBATE LOT 283 AND SCHOOL LOT 5;

THENCE N 76°05'52" E, 36.23 FEET TO A POINT OF CURVATURE;

THENCE 140.20 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1550.75 FEET TO A POINT OF TANGENCY;

THENCE N 70°55'04" E, 75.72 FEET TO A POINT OF CURVATURE;

THENCE 53.78 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 48.72 FEET TO A POINT OF TANGENCY;

THENCE N 07°40'25" E, 151.39 FEET TO A POINT OF CURVATURE;

THENCE 77.21 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET TO A POINT OF TANGENCY;

THENCE S 74°01'33" E, 28.19 FEET TO A POINT OF CURVATURE;

THENCE 70.68 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 60.47 FEET TO A POINT OF TANGENCY;

THENCE S 07°03'31" E, 28.74 FEET TO A POINT OF CURVATURE;

THENCE 10.29 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 32.56 FEET TO A POINT WHERE THE SAID CENTERLINE INTERSECTS THE BOUNDARY BETWEEN SCHOOL LOT 5 AND SCHOOL LOT 6;

THENCE 19.45 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 32.56 FEET TO A POINT OF TANGENCY;

THENCE S 59°24'04" E, 66.30 FEET TO A POINT OF CURVATURE;

THENCE 70.29 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 58.96 FEET TO A POINT OF TANGENCY;

THENCE N 52°17'34" E, 128.29 FEET TO AN ANGLE POINT;

THENCE N 33°41'57" E, 55.18 FEET TO A POINT OF CURVATURE;

THENCE 27.99 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 19.00 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE 24.15 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 24.00 FEET TO THE END POINT FORM WHICH A FOUND STONE, BEING CORNER NO. 10 OF THE ORIGINAL TOWNSITE OF DEADWOOD, BEARS N 48°29'58" E, 287.86 FEET;

THE DESCRIBED PRIVATE ACCESS EASEMENT IS 1731.95 FEET IN LENGTH WITH A WIDTH OF 12 FEET, 6 FEET EACH SIDE OF CENTERLINE, THE SIDELINES TO BE LENGTHENED OR SHORTENED TO CONFORM TO EXISTING PROPERTY AND/OR RIGHT-OF-WAYS.