

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA

Regular Meeting  
5:00 p.m. Tuesday, September 3, 2019

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 Thursday preceding the next scheduled meeting to be placed on the agenda.

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES of AUGUST 19**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

A. Greg and Cari Rothenhoefer. Discussion of adding water and sewer service to three properties on Spring Street. Continued from August 19

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 hire Ainsworth-Benning Construction for grind and seal of Fremont Street in the amount of \$8,921.07. (To be paid from Streets Repair and Maintenance Budget.)
- B. Permission for the Finance Office to credit utility account of 340 Williams Street in the amount of \$50 for excess water consumption used during retaining wall project.
- C. Permission to increase wage of Rec Center employee Brad Morgan from \$9.76 per hr. to \$9.99 per hr. effective September 8, 2019 after two years of service.
- D. Accept resignations from the following seasonal employees: Colt Bradley effective August 9, 2019, Carolyn Groeger effective August 16, 2019 and Kadden Dillman effective August 30, 2019.
- E. Designate Black Hills Pioneer as official City of Deadwood newspaper for twelve months per SDCL 9-12-6
- F. Acknowledge Mayors signature on Deed of Conservation Easement with Orange Building LLC dba TDG Communications.
- G. Permission for Mayor to sign parking lease agreement with First Baptist Church for nine spaces for 48 months (January 2020 through December 2023), \$3,600.00 per year
- H. Permission to hire Lowe Roofing to replace 624 Sq. Ft. of Membrane Roofing at Days of 76 Museum in the amount of \$7,485.00, to be paid from Public Buildings Budget. (Hail Damage)

- I. Permission to hire Brittney Case as a swim instructor at \$11.42 per hr. effective September 5, 2019 pending pre-employment drug screening.
- J. Appointment of Jeramy Russell to the Parking and Transportation Committee.
- K. Permission for Fire Dept. to purchase equipment from SD Wildland Fire Division in the amount of \$3,473.32. (To be paid from Fire equipment budget.)

**7. BID ITEMS**

- A. Results of bids opened on August 27 for retaining wall at 291 Williams St. RCS Construction: \$195,800.00, Alternate 1 \$25,000.00 Deduct. Staff's recommendation is to award RCS Construction with Base Bid of \$195,800.00; reject Alternate 1 and direct City Attorney to prepare contract.
- B. Results of bids opened on August 27 for retaining wall at 562 Williams St. RCS Construction: \$93,600.00. CAI2: \$100,750.00. Staff's recommendation is to award RCS Construction with Base Bid of \$93,600.00 and direct City Attorney to prepare contract.

**8. PUBLIC HEARINGS**

- A. Set public hearing on September 16 for Consideration of TIF #11 Project Plan and Contract for Development – Tobin J. Morris, Senior VP Dougherty & Company LLC To Present
- B. Set public hearing on September 16 for Homecoming Parade: street closure for parade on September 20 from 2:00 p.m. until parade ends
- C. Set public hearing on September 16 for transfers of Retail (on-off sale) Malt Beverage (RB-21329), Retail (on-off sale) Wine (RW-21330), and Convention Center (on sale) Liquor (CL-0510) License transfers from TenTexKota LLC to ZCN, LLC dba Deadwood Mountain Grand at 1906 Deadwood Mountain Drive

**9. OLD BUSINESS**

**10. NEW BUSINESS**

- A. First Reading of 2020 Budget Appropriation Ordinance #1300
- B. Change of Zoning Request for applicant Steven Hertel located at 20783 Whitewood Creek Road. Zoning Change from Commercial Highway to Residential of parcel legally described as: Aspen Storage 3 of Wilmington Placer M.S. 848, Located in the unplatted portion of Wilmington Placer, M.S. 848, in the SW ¼ Section 13, T5n, R3E, B.H.M. Recommended approval by the Planning and Zoning Commission on 8/21/19. City Commission passage of Ordinance approves Zoning Change after two readings and 20 days. First Reading of Ordinance #1299 Amending Title 17 –Zoning
- C. Enter into contract with KTM Design Solutions in the amount not to exceed \$9,440.00 for the design and bidding service for a sanitary sewer line for 227 Williams Street, out of HP Professional services line item.
- D. Permission to submit preliminary plat of Tracts 1, 2, and 3 located in Nevada Gulch to Lawrence County for recording.
- E. Resolution 2019-30 to Surplus City Property, take surplus items to sell at Lawrence County Auction in Spearfish on September 28, 2019

- F. Approve Change Order # 1 with CAI2 Construction in the amount of \$4,945.06 (deduct) for Retaining Wall at 336 Williams Street bringing total contract amount to \$108,054.94.
- G. Permission to enter into contract with Albertson Engineering - Whitewood Creek Assessment Proposal for Engineering Services as a result of July 4<sup>th</sup> Storm Damage in the amount of \$18,670.00. (To be paid from excess hail insurance proceeds, line itemed in Public Buildings.)

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

*No action can be taken*

- A. Comprehensive Plan Update Stakeholder Meeting  
Tuesday, September 24<sup>th</sup> from 1:00 to 2:30 pm at the Sanford Lab  
Homestake Visitor Center in Lead for local Industry Partners.
- B. South Dakota DOT road construction scheduled for the Intersection of US Highway 14A and County Highway 473 (Maitland Road) will require a US Highway 14A closure of five days starting September 23<sup>rd</sup>.
- C. City of Deadwood partnering with Lawrence County for public auction to be held Sept. 28<sup>th</sup>. (Time and location TBD)

**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, AUGUST 19, 2019

The Regular Session of the Deadwood City Commission convened on Monday, August 19, 2019 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 MINUTE

Struble moved, Martinisko seconded to approve minutes of August 5, 2019. Roll Call: Aye-All. Motion carried.

### APPROVAL OF DISBURSEMENTS

Todd moved, Johnson seconded to approve the August 19, 2019 disbursements. Roll Call: Aye-All. Motion carried.

ACE HARDWARE	SUPPLIES	38.99
AKROP, DAVE	PROJECT	331.65
ALBERTSON ENGINEERING	PROJECT	9,021.61
ALBRIGHT CONSTRUCTION	PROJECT	30,600.00
AMAZON	SERVICE	671.89
ANCESTOR CONCRETE	PROJECT	23,159.00
ARLETH LAND SURVEYING	SERVICE	3,870.00
ASSOCIATED SUPPLY	SUPPLIES	5,643.41
BARCO PRODUCTS	SUPPLIES	215.68
BECK'S NURSERY	SUPPLIES	349.99
BIERSCHBACH EQUIPMENT	SUPPLEIS	64.30
BH CHEMICAL	SUPPLIES	4,698.03
BH LASER DESIGNS	SERVICE	9.00
BH PIONEER	SERVICE	3,517.35
BH SPECIAL SERVICES	CLEANING	2,065.00
BSN SPORTS	SUPPLIES	307.20
CABLE COMMUNICATION	SUPPLIES	503.06
CAMPBELL SUPPLY	SUPPLIES	209.64
CENTURY BUSINESS	CONTRACT	312.11
CHAINSAW CENTER	SUPPLIES	564.95
CLEMENT COMMUNICATIONS	POSTERS	176.41
COCA COLA	SUPPLIES	50.00
COMPETITIVE MASONRY	PROJECT	3,453.35
CONRAD'S SIGNS	REPAIRS	7,182.67
CULLIGAN	SUUPPLIES	233.00
DAKOTA TITLE	SERVICE	120.00
DAKOTA'S WINDOW CLEANING	CLEANING	6,245.00
DAYS OF '76	REFUND	1,100.00
DEADWOOD CHAMBER	SERVICE	1,082.00
DEADWOOD HISTORY	SERVICE	122.50
DEMCO	SUPPLIES	585.73
DHARMA TREE CARE	SERVICE	22,650.00
DIAMOND MANUFACTURING	SUPPLIES	45.50
EB COMMUNICATIONS	SERVICE	110.00
ECANOPY	TENT	7,094.33
EMERY-PRATT	BOOKS	261.42
FASNACHT, GLENN	PROJECT	1,474.34
FAST CORP	SUPPLIES	1,159.48
FERBER ENGINEERING	SERVICE	240.00
FIRST GOLD HOTEL	REFUND	1,100.00
FIRST NATIONAL CREDIT CARD	SUPPLIES	7,095.59
GADGETS TECHNOLOGY	SERVICE	99.99
GALLS	UNIFORMS	60.67
GENERAL TRAFFIC CONTROLS,	SUPPLIES	647.00
GOLDEN WEST	SERVICE	1,800.01
HANDYMAN ARTISTRY	PROJECT	7,488.33
HORSLEY SPECIALTIES	PROJECT	21,450.00
JACOBS WELDING	SERVICE	5,331.86
JENNER EQUIPMENT	RENTAL	750.00
KDSJ	SERVICE	160.00
KNECHT	SUPPLIES	3,869.71
KONE	MAINTENANCE	470.34
KT CONNECTIONS	REPAIRS	228.00
KUCHENBECKER, KEVIN	REIMBURSEMENT	71.37
LAWRENCE CO. REGISTER	FEES	120.00
LEAD DEADWOOD ARTS CENTER	EXHIBIT	20.00
LEAD-DEADWOOD SANITARY	USAGE	34,054.36
LYNN'S	SUPPLIES	73.94
M&M SANITATION	RENTAL	287.90
MANUFACTURING SYSTEMS	SERVICE	757.96
MCDIRT EXCAVATION	PROJECT	1,260.00
MENARD'S	SUPPLIES	91.92
MID-AMERICAN RESEARCH CHEM	SUPPLIES	304.34
MIDWEST MOTOR EXPRESS	SHIPPING	172.69
MIDWEST TAPE	DVDS	59.22
MK CONSTRUCTION	PROJECT	340.72
MS MAIL	SERVICE	1,597.02
NETWORK SERVICES	SUPPLIES	148.02
NHS OF THE BLACK HILLS	CONTRACT	3,887.50
NORTHERN HILLS TECHNOLOGY	SERVICE	32.50
NORTHERN TRUCK EQUIPMENT	CAMERA BAR	4,055.00
OFFICE DEPOT	SUPPLIES	361.81
ORANGE BUILDING	PROJECT	44,180.65

## REGULAR MEETING, AUGUST 19, 2019

OSBORN, JANET	REIMBURSEMENT	593.63
PANNIER	SERVICE	550.00
PASSPORT LABS	METERS	162.50
PETE LIEN & SONS	SUPPLIES	213.00
PETTY CASH	FINANCE	159.85
PITNEY BOWES	POSTAGE	500.00
QUIK SIGNS	SIGNS	302.35
QUILL	SUPPLIES	643.14
RANGEL CONSTRUCTION	PROJECT	49,389.00
RAPID DELIVERY	DELIVERY	14.38
RASMUSSEN MECHANICAL	SERVICE	236.80
RECREATION SUPPLY	DRYERS	3,913.46
RUSSELL, JERAMY	REIMBURSEMENT	570.44
SANITATION PRODUCTS	SUPPLIES	440.34
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF CORRECTIONS	FIREWISE	6,424.41
SD DEPT. OF REVENUE	TAX	9,447.42
SD STATE HISTORICAL	FUNDING	500.00
SOUTHSIDE SERVICE	SERVICE	731.87
SPEIRS, MARK	PROJECT	7,040.83
STEPP BY STEPP	SERVICE	1,415.00
STURDEVANT'S	SUPPLIES	1,205.29
SUMMIT SIGNS	SIGNS	217.50
SYMBOL ARTS	BADGES	250.00
TALLGRASS LANDSCAPE	PROJECT	1,687.00
TEAM LABORATORY CHEMICAL	SUPPLIES	809.00
TEMPERATURE TECHNOLOGY	SERVICE	482.14
THE LORD'S CUPBOARD	RECYCLING	60.00
TOMS, DON	PROJECT	600.00
TRIPLE K	SERVICE	39.00
TRUGREEN	SERVICE	4,888.78
TTG ENTERPRISES	REPAIR	60.00
TWILIGHT	SUPPLIES	42.89
TWIN CITY HARDWARE	GRANT	1,717.00
USA BLUEBOOK	TESTS	235.19
VERIZON CONNECT	SERVICE	109.75
VIGILANT BUSINESS SOLUTION	SERVICE	302.00
VISIONARY LANDSCAPING	REPAIR	2,524.58
WARNE CHEMICAL	SUPPLIES	318.40
WASTE CONNECTIONS	SERVICE	7,642.20
WEST RIVER MASONRY	PROJECT	2,586.90
WHEELER LUMBER OPERATIONS	LUMBER	359.52

TOTAL \$421,182.12

### Proclamations

The Mayor read a proclamation declaring September 15<sup>th</sup> thru September 21, 2019 as Responsible Gaming Education Week in Deadwood.

### Spring Street

Public Works Director Nelson Jr. stated Rothenhoefer's have been working with the previous public works directors in regards to extending sewer and water lines to Spring Street in order to build a house. Greg Rothenhoefer spoke about the proposal for financing sewer and asking City to participate with 20%, with agreement to recapture if any other lots build in future. Mayor Ruth Jr. thanked for the information provided and asked legal counsel for review. Martinisko moved, Johnson seconded to continue for review until the next Commission meeting on September 3, 2019. Discussion was held on additional housing and recapture agreement. Roll Call: Aye-All. Motion carried.

### CONSENT

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

- A. Remove trolley driver Eddie Hanson effective August 3, 2019.
- B. Permission to hire Donarski Lawncare for dirt work and sod on the baseball field, amount not to exceed \$7,631.01. (To be paid from BY Development budgeted funds.)
- C. Permission to transfer net future fund year-end balance of \$298,825.50 from Bed and Booze to Outlaw Square Capital Project. (\$300,000 State Grant less expenses of \$1174.50)
- D. Permission to purchase 165 tons of salt from Blackstrap Inc. amount not to exceed \$16,380.00. (To be paid from Streets line item budget.)
- E. Permission to purchase 475 ton of sand from Simon Materials in the amount of \$7,362.50. (To be paid from Streets supplies line item.)
- F. Permission to hire Janke and Sons Trucking to haul sand, amount not to exceed \$2,612.50. (Two estimates received. To be paid from Streets line item budget.)

## REGULAR MEETING, AUGUST 19, 2019

- G. Permission for Historical Preservation to purchase 90 archival items from the Seth Bullock Archival Collection from the Dallas Online Auction, LLC in the amount of \$7,095.59 (To be paid from HP Acquisition fund.)
- H. Permission to hire Albright Construction to install roof sheeting under metal roof at trolley barn, amount not to exceed \$12,000.00 (To be paid by Public Buildings and Insurance claim.)

Commissioner Martinisko thanked Historic Preservation Officer Kuchenbecker for the acquisition of Archival Collection.

### PUBLIC HEARINGS

#### Oktoberfest

Public hearing was opened at 5:13 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber of Commerce, was present to answer questions. No comments received, hearing closed.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance on Main Street from Tin Lizzies Gaming Resort to Masonic Temple, Broadway Street 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. on Friday, October 4, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance for same area as approved on Friday, October 4, from noon to 10:00 p.m. on Saturday, October 5, 2019. Roll Call: Aye-All. Motion carried.

Todd moved, Johnson seconded to approve street closure on Main Street from Wall Street to Deadwood Street, including some adjacent side streets from 9:00 a.m. to 6:00 p.m., waiver of vending fees from 11:00 a.m. to 6:00 p.m. and waiver of banner fees for Deadwood Chamber on Saturday October 5, 2019. Roll Call: Aye-All. Motion carried.

#### Deadweird Events

Public hearing was opened at 5:15 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber of Commerce, was present to answer questions. No comments received, hearing closed.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance on Main Street from Tin Lizzies Gaming Resort to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to Sherman Street from 5:00 p.m. to 10:00 p.m. on Friday, October 25, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Todd seconded to allow the relaxation of the open container ordinance for same area as approved on Friday, October 25 from 12:00 p.m. to 10:00 p.m. on Saturday, October 26, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Todd seconded to approve street closure on Main Street with location to be determined from 5:00 p.m., Saturday, October 26 to 4:00 a.m. on Sunday, October 27, and waiver of banner fees. Roll Call: Aye-All. Motion carried.

Sarah Kryger, Deadwood Chamber, thanked the Commission and City staff in advance for help during Kool Deadwood Nites. Mayor Ruth Jr. thanked Sarah and Chamber as well.

### NEW BUSINESS

#### Ordinance

Martinisko moved, Johnson seconded to approve second reading of Ordinance 1298 Amending Chapter 5.28 Business Licenses and Regulations. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, AUGUST 19, 2019

### Conditional Use Permit

Martinisko moved, Johnson seconded to act as Board of Adjustment and approve Conditional Use Permit for a Tattoo Shop at 470 Main Street for Applicants Jessica Knee and Christopher Fedor - "Lone Wolf Tattoo". (Approved by Planning and Zoning August 7, 2019.) Commissioner Todd asked why permit was needed. Public Works Director Nelson Jr. replied stated due to nature of business. Roll Call: Aye-All. Motion carried.

### Final Plat

Commissioner Todd recused himself. Martinisko moved, Johnson seconded to act as Board of Adjustment and approve final plat of Lots E1 and E2 of M.S. 335, Formerly Lot E of M.S.; City of Deadwood, Lawrence County, South Dakota. Applicant Gary and Marlene Todd of 4 Spring Street. (Approved by Planning and Zoning August 7, 2019.) Roll Call: Aye-All. Motion carried.

### Change Order

Nelson Jr. stated change order includes eight pieces, and explained the changes. Todd moved, Johnson seconded to approve Change Order #2 with Simon Contractors in the amount of \$35,280.06 for Lower Main Street Utility Improvement Project (PCN X04P). Roll Call: Aye-All. Motion carried.

### Promote

Martinisko moved, Struble seconded to promote Jeramy Russell to Zoning Administrator/City Planner effective August 20, 2019 with an annual salary of \$55,000.00 including cell phone allowance. Mayor Ruth Jr. thanked all that applied, also the Committee for doing interviews. Roll Call: Aye-All. Motion carried.

Martinisko moved, Todd seconded to advertise for Community Service Officer, in-house for 5 days and then in official newspaper. Roll Call: Aye-All. Motion carried.

## INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- Black Hills National Forest Advisory Board Field Trip – August 21 at 2:18 p.m.

Finance Office McKeown thanked Commission and Department Heads for their time with the budget.

Commission thanked McKeown and other Department Heads for their time on the budget and the FEMA report.

Mayor Ruth Jr. thanked city staff, and emergency management for their help with Kool Deadwood Nites.

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

## ADJOURNMENT

Martinisko moved, Struble seconded to adjourn the regular session at 5:30 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3), and personnel matter per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Tuesday, September 3, 2019.

After coming out of executive session at 6:17 p.m. Martinisko moved, Johnson seconded to increase Tom Kruzel's salary an additional \$10,000.00 for additional duties assigned making total salary \$72,288.00 plus phone allowance effective August 20, 2019.

With there being no further business, at 6:19 p.m. Martinisko moved, Struble seconded to adjourn.

ATTEST:

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

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

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

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

PACKET: 04761 COMBINED - 9/4/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1838	RAMKOTA HOTEL	I-1020NK	101-4111-427	TRAVEL	LODGING-ELECTED OFFICIAL CLASS 000000	96.00
01-3975	FIRST NATIONAL CREDIT C	I-08/26/19 CC MOHR	101-4111-426	SUPPLIES	AMAZON-SUBWAY/STRTS, COMM 000000	52.48
		I-CC KUCHENBECK/AUG	101-4111-426	SUPPLIES	MEALS FOR BUDGET MEETINGS 000000	148.12
		I-CC KUCHENBECK/AUG	101-4111-426	SUPPLIES	COMMISSION MEAL - INTERVIEWS 000000	40.41
DEPARTMENT 111 COMMISSION TOTAL:						337.01
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/19	101-4142-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S 000000	3,233.28
01-1171	A&B BUSINESS SOLUTIONS/	I-IN648572	101-4142-422	PROFESSIONAL	COPIER CONTRACT - FINANCE 000000	120.58
01-3877	MUTUAL OF OMAHA	I-082119	101-4142-415	GROUP INSURAN	LIFE INSURANCE 000000	16.46
DEPARTMENT 142 FINANCE TOTAL:						3,370.32
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/19	101-4192-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S 000000	3,372.58
01-0553	MONTANA DAKOTA UTILITIE	I-NAT GAS 08/23/19	101-4192-428-04	UTILITIES - C	CITY HALL 000000	59.02
		I-NAT GAS 08/23/19	101-4192-428-14	UTILITIES - S	CITY SHOP 000000	22.90
		I-NAT GAS 08/23/19	101-4192-428-02	UTILITIES - A	ADAMS MUSEUM 000000	50.40
		I-NAT GAS 08/23/19	101-4192-428-12	UTILITIES - P	PAVILION 000000	0.00
		I-NAT GAS 08/23/19	101-4192-428-07	UTILITIES - F	FIRE HALL 000000	60.22
		I-NAT GAS 08/23/19	101-4192-428-13	UTILITIES - R	REC CENTER 000000	1,478.96
		I-NAT GAS 08/23/19	101-4192-428-01	UTILITIES - A	ADAMS HOUSE 000000	52.32
		I-NAT GAS 08/23/19	101-4192-428	UTILITIES	GAYVILLE WATER HOUSE BLACKTAIL 000000	17.88
		I-NAT GAS 08/23/19	101-4192-428-09	UTILITIES - H	HARCC 000000	50.40
		I-NAT GAS 08/23/19	101-4192-428-19	UTILITIES - G	GATEWAY PLUMA 000000	16.95
		I-NAT GAS 08/23/19	101-4192-428-08	UTILITIES - H	HISTORY CENTER 000000	16.50
		I-NAT GAS 08/23/19	101-4192-428-11	UTILITIES - P	CITY PARKS DEPT 000000	16.50
		I-NAT GAS 08/23/19	101-4192-428-15	UTILITIES - T	TROLLEY BARN 000000	23.72
		I-NAT GAS 08/23/19	101-4192-428-21	UTILITIES - W	WELCOME CENTER 000000	71.48
		I-NAT GAS 08/23/19	101-4192-428	UTILITIES	PERMANENT METER LOCATION 000000	123.44
01-0578	TWIN CITY HARDWARE & LU	C-1908-035773	101-4192-425-13	REPAIRS - REC	TAPE MEASURE-VINYL TUBES/REC 000000	182.57
		I-1907-033125	101-4192-425-13	REPAIRS - REC	HWB NEO SDS 1/4-14X1/REC CENTE 000000	34.99
		I-1907-033404	101-4192-425-04	REPAIRS - CIT	FLT WASHER-BL OXIDE BIT/CITY H 000000	17.98
		I-1908-033499	101-4192-425-22	REPAIRS - MT.	ACCENT ENTRY LEVER/MT MORIAH 000000	49.99
		I-1908-033607	101-4192-425-18	REPAIRS - FOO	3 PK MINI NYLON BRUSH/FOOTBALL 000000	3.49

PACKET: 04761 COMBINED - 9/4/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-1908-033640	101-4192-425-14	REPAIRS - STR PAINT-DIVIDERS/PUB BLDG	000000	83.97
		I-1908-033752	101-4192-425-18	REPAIRS - FOO WASHER FLANGE-TOILET/FOOTBALL	000000	357.94
		I-1908-033794	101-4192-425-18	REPAIRS - FOO THREADED ROD-FASTENERS/FOOT	000000	19.08
		I-1908-034348	101-4192-425-13	REPAIRS - REC APP BULB-WEATHERBEATER WIPER/R	000000	18.97
		I-1908-034548	101-4192-426-08	SUPPLIES - HI RECEIVER-OUTLET-BOX-PLATE/HIST	000000	117.34
		I-1908-034643	101-4192-425-10	REPAIRS - LIB 3V CAM BATTERY/LIBRARY	000000	59.96
		I-1908-034828	101-4192-426	SUPPLIES BRUSH-FOAM SURFACE-WIRELESS/PB	000000	75.05
		I-1908-034966	101-4192-425-06	REPAIRS - DAY ADAPTO-BIT-EXTENSION-PLUG/GRAN	000000	68.46
		I-1908-035068	101-4192-425-06	REPAIRS - DAY TEST PLUG -FASTENERS-CHAIN/GRA	000000	3.38
		I-1908-035454	101-4192-425-10	REPAIRS - LIB CLEAR PAINT-UTILITY HANGER/LIB	000000	299.89
		I-1908-035563	101-4192-425-21	REPAIRS - WEL SCREW-TURNBUCKLE-CABLE/WELCOME	000000	73.24
		I-1908-035579	101-4192-426	SUPPLIES (2) 40 LB CUBE SOFTENER SALT/P	000000	392.35
		I-1908-035697	101-4192-425-13	REPAIRS - REC HOOK-SANDPAPR-BATTERY-TUBE/REC	000000	367.12
		I-1908-035958	101-4192-425-04	REPAIRS - CIT FOAM BRUSH-PLIERS-STAIN/CITY	000000	49.03
		I-1908-036004	101-4192-425-06	REPAIRS - DAY CONSTRUCT LAG-EMT STRAP/GRAND	000000	36.27
		I-1908-036042	101-4192-425-13	REPAIRS - REC (22) FASTENERS/REC CENTER	000000	2.76
		I-1908-036086	101-4192-425-21	REPAIRS - WEL TRIM NAIL-BOTTLE-NAIL SET/WELC	000000	29.44
		I-1908-036142	101-4192-425-03	REPAIRS - BAL PUSH BALL VALVE/BALLPARK	000000	24.99
		I-1908-036147	101-4192-425-03	REPAIRS - BAL PUSH BALL VALVE/BALLPARK	000000	18.99
		I-1908-036182	101-4192-425-04	REPAIRS - CIT PERCUSSION BIT/CITY HALL	000000	7.99
		I-1908-036281	101-4192-425-17	REPAIRS-DAYS AERATOR-COVER-FASTENERS/DAY MU	000000	33.91
		I-1908-036298	101-4192-425-07	REPAIRS - FIR CLEAR BS PAINT-FASTENERS/FIRE	000000	48.59
		I-1908-036667	101-4192-425-07	REPAIRS - FIR TAPING KNIFE-BS-BL PAINT/FIRE	000000	113.97
		I-1908-036879	101-4192-425-21	REPAIRS - WEL TURNBUCKLE/WELCOME CENTER	000000	4.49
		I-1908-036979	101-4192-425-10	REPAIRS - LIB PAINT-COVER-LINER-KICK PL/LIBR	000000	289.80
		I-1908-037017	101-4192-425-10	REPAIRS - LIB RULE TAPE-GLUE STICKS/LIBRARY	000000	38.97
		I-1908-037091	101-4192-425-08	REPAIRS - HIS BL 20 FT CAT 6 CABLE/HISTORY	000000	22.99
		I-1908-037200	101-4192-425-10	REPAIRS - LIB PASTEL BS-CLEAR BS PAINT/LIBRA	000000	134.97
		I-1908-037342	101-4192-425-14	REPAIRS - STR FL SQUEEGEE-LIGHT PANEL/STREET	000000	59.97
		I-1908-037420	101-4192-425-21	REPAIRS - WEL VINYL TUBE-COVER-PUMP-BIT/WELC	000000	82.35
		I-1908-037483	101-4192-426-04	SUPPLIES - CI SEPARATOR KEY CHAIN/CITY HALL	000000	1.99
01-0784	WESTERN STATES FIRE PRO					
		I-WSF227058	101-4192-422-04	PROFESSIONAL FIRE SPRINKLER INSPECTION/CITY	000000	225.00
01-1046	KARL'S TV & APPLIANCE,					
		I-112087981	101-4192-426-03	SUPPLIES - BA 9' CHEST WITH ONE BASKET/BALLP	000000	359.99
01-1098	HILLYARD/SIOUX FALLS					
		I-603492651	101-4192-426-21	SUPPLIES - WE ROBUSTO-CLNR-BUCKET-GRIP/REC	000000	245.90
		I-603555748	101-4192-426-21	SUPPLIES - WE ROBUSTO-MULTI PURP CLNR/WELCOM	000000	317.80
01-1148	KNECHT HOME CENTER, INC					
		I-3704145	101-4192-425-04	REPAIRS - CIT GARMENT HOOK-OAK/CITY HALL	000000	47.64
01-1406	STRETCH'S GLASS & CUSTO					
		I-I027844	101-4192-425-07	REPAIRS - FIR ALUM SCREEN-GLAZE-LABOR/FIRE H	000000	311.84

PACKET: 04761 COMBINED - 9/4/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1502	BLACK HILLS CHEMICAL					
		I-160182	101-4192-426	SUPPLIES 45 GAL 1.7 MIL GARBAGE BAGS/PB	000000	242.26
		I-160184	101-4192-426	SUPPLIES 45 GA; 1.7 MIL GARBAGE BAGS/PB	000000	242.25
		I-160185	101-4192-426	SUPPLIES 45 GAL 1.7 MIL GARBAGE BAGS/PB	000000	242.26
		I-160186	101-4192-426	SUPPLIES 45 GAL 1.7 MIL GARBAGE BAGS/PB	000000	242.25
		I-160187	101-4192-426	SUPPLIES 45 GAL 1.7 MIL GARBAGE BAGS/PB	000000	242.25
		I-160188	101-4192-426	SUPPLIES 45 GAL 1.7 MIL GARBAGE BAGS/PB	000000	130.44
		I-161129	101-4192-426	SUPPLIES BLEACH-SOAP-TP-GLOVE-TOWEL/PB	000000	331.04
		I-161502	101-4192-426	SUPPLIES TP-TOWEL-GLOVES-SHAMPOO/PB	000000	364.20
01-1558	ECOLAB PEST ELIMINATION					
		I-7506578	101-4192-422-21	PROFESSIONAL ANT PROGRAM/WELCOME CENTER	000000	90.00
01-1626	SERVALL UNIFORM AND LIN					
		I-08/08/19 SERVALL	101-4192-426-04	SUPPLIES - CI CITY HALL - 0227466	000000	180.08
		I-08/08/19 SERVALL	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0227469	000000	60.09
		I-08/08/19 SERVALL	101-4192-426-08	SUPPLIES - HI HISTORY / 0227467	000000	75.10
		I-08/08/19 SERVALL	101-4192-426-10	SUPPLIES - LI LIBRARY / 0227468	000000	31.70
		I-08/08/19 SERVALL	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0227463	000000	40.79
		I-08/08/19 SERVALL	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0227464	000000	136.61
		I-08/22/19 SERVALL	101-4192-426-04	SUPPLIES - CI CITY HALL - 0233518	000000	180.08
		I-08/22/19 SERVALL	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0233520	000000	60.09
		I-08/22/19 SERVALL	101-4192-426-08	SUPPLIES - HI HISTORY / 0233519	000000	75.10
		I-08/22/19 SERVALL	101-4192-426-10	SUPPLIES - LI LIBRARY /	000000	0.00
		I-08/22/19 SERVALL	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0233515	000000	40.79
		I-08/22/19 SERVALL	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0233516	000000	136.61
01-3032	OTIS ELEVATOR COMPANY					
		I-CLH05044919	101-4192-422-02	PROFESSIONAL ELEVATOR SRVC 9/1-11/30/19/AM	000000	730.32
01-3421	S AND C CLEANERS					
		I-08/22/19 #104	101-4192-422-13	PROFESSIONAL AUGUST CLEANING/REC CENTER	000000	2,533.00
		I-08/22/19 #128	101-4192-422-21	PROFESSIONAL AUGUST CLEANING/WELCOME CENTER	000000	1,740.00
		I-08/22/19 #138	101-4192-422-10	PROFESSIONAL CLEANING/LIBRARY	000000	600.00
		I-08/22/19 #138	101-4192-422-07	PROFESSIONAL CLEANING/FIRE DEPT	000000	400.00
		I-08/22/19 #230	101-4192-422-06	PROFESSIONAL BATHROOMS-ELEVATOR CLEAN/PB	000000	3,405.00
		I-08/22/19 #230	101-4192-422	PROFESSIONAL BATHROOMS-ELEVATOR CLEAN/PB	000000	135.00
		I-08/22/19 INV #104	101-4192-422-11	PROFESSIONAL AUGUST CLEANING/STRT, PARKS	000000	750.00
		I-08/22/19 INV #104	101-4192-422-14	PROFESSIONAL AUGUST CLEANING/STRT, PARKS	000000	750.00
01-3506	ALSCO					
		I-LCAS1287811	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	47.45
		I-LCAS1290526	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	48.16
		I-LCAS1293279	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	47.45
01-3744	EB COMMUNICATIONS, LLC					
		I-10412	101-4192-422	PROFESSIONAL NETWORK OUTGE-REROUTE PHONE/PB	000000	110.00
01-3838	VAST BROADBAND					

PACKET: 04761 COMBINED - 9/4/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3838	VAST BROADBAND	continued				
		I-TELEPHONE 08/16/19	101-4192-428-07	UTILITIES - F FIRE DEPT	000000	291.00
		I-TELEPHONE 08/16/19	101-4192-428-10	UTILITIES - L LIBRARY	000000	254.00
		I-TELEPHONE 08/16/19	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.38
		I-TELEPHONE 08/16/19	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	253.47
		I-TELEPHONE 08/16/19	101-4192-428-04	UTILITIES - C CITY HALL	000000	226.86
		I-TELEPHONE 08/16/19	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
		I-TELEPHONE 08/16/19	101-4192-428-14	UTILITIES - S STREET DEPT	000000	44.91
		I-TELEPHONE 08/16/19	101-4192-428-06	UTILITIES - D DAYS OF 76 GRANDSTANDS	000000	136.34
		I-TELEPHONE 08/16/19	101-4192-428-12	UTILITIES - P PAVILION	000000	0.00
		I-TELEPHONE 08/16/19	101-4192-428-04	UTILITIES - C CITY HALL	000000	1,335.83
01-3877	MUTUAL OF OMAHA					
		I-082119	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	12.38
01-3964	CONVERGINT TECHNOLOGIES					
		I-231976	101-4192-422-13	PROFESSIONAL ANNUAL CONT.-ALARM MONITOR/REC	000000	720.00
01-3975	FIRST NATIONAL CREDIT C					
		I-08/26/19 CC KRUZEL	101-4192-425	REPAIRS TURN SIGNAL TOWING MIRROR	000000	247.79
		I-08/26/19 CC KRUZEL	101-4192-425-06	REPAIRS - DAY 2 BATTERIES/GRANDSTANDS	000000	123.52
		I-08/26/19 CC KRUZEL	101-4192-425-02	REPAIRS - ADA AIR COMP PRESSURE SWITCH	000000	57.40
		I-08/26/19 CC KRUZEL	101-4192-425-22	REPAIRS - MT. LED MONITOR-SPEAKERS/MT MORIAH	000000	66.99
		I-08/26/19 CC KRUZEL	101-4192-425-22	REPAIRS - MT. WALL MOUNT MONITOR TV/MM	000000	16.95
		I-08/26/19 CC KRUZEL	101-4192-426	SUPPLIES CREDIT FROM AMAZON	000000	18.07-
01-4057	VIEHAUSER ENTERPRISES,					
		I-24221	101-4192-425-10	REPAIRS - LIB PINHOLE HIDDEN CAMERA BASE/LIB	000000	609.98
		I-24285	101-4192-433-22	IMPROVEMENTS- CAMERA SYSTEM/MT MORIAH	000000	1,412.92
DEPARTMENT 192 PUBLIC BUILDINGS TOTAL:						30,354.56
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/19	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	15,209.49
01-0545	LYNN'S DAKOTA MART					
		I-001000201525	101-4210-426	SUPPLIES RALLY SUPPLIES - POLICE	000000	16.88
		I-002001801124	101-4210-426	SUPPLIES RALLY SUPPLIES - POLICE	000000	35.51
		I-002002911604	101-4210-426	SUPPLIES RALLY SUPPLIES - POLICE	000000	14.66
01-0578	TWIN CITY HARDWARE & LU					
		I-1907-033437	101-4210-426	SUPPLIES PEGBOARD - POLICE	000000	40.58
01-1827	MS MAIL & MARKETING					
		I-10975	101-4210-426	SUPPLIES BUSNS CARDS,PET REG.BK-POLICE	000000	67.00
01-3877	MUTUAL OF OMAHA					
		I-082119	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	64.35

PACKET: 04761 COMBINED - 9/4/19

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
01-3975	FIRST NATIONAL CREDIT C					
		I-08/26/19 CC KRUEL	101-4210-426	SUPPLIES	POLICE FIELD OPERATIONS/PD	000000 111.97
		I-08/26/19 CC KRUEL	101-4210-426	SUPPLIES	EFFECTIVE SUPER-COMM POLICING	000000 333.92
01-4384	ARROWHEAD FORENSICS					
		I-118272	101-4210-426	SUPPLIES	NITRILE GLOVES - POLICE	000000 132.30
01-4542	LAKOTA CONTRACTING, INC					
		I-3457	101-4210-426	SUPPLIES	UNIFORM NYLON POUCH - POLICE	000000 36.95
01-4544	NAT'L ASS'N OF SCHOOL					
		I-24671SD	101-4210-422	PROFESSIONAL	BASIC RESOURCE OFFICER COURSE	000000 495.00
01-4548	MCKIE FORD-LINCOLN					
		I-16090800	101-4210-425	REPAIRS	REPAIRS-2016 FORD - POLICE	000000 276.44
				DEPARTMENT 210	POLICE	TOTAL: 16,835.05
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/19	101-4221-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000 1,109.93
01-0578	TWIN CITY HARDWARE & LU					
		I-1907-032867	101-4221-426	SUPPLIES	INK CARTRIDGE,COPY PAPER-FIRE	000000 116.97
		I-1908-034901	101-4221-434	MACHINERY/EQU	STAND-N-SPRAY,SPRAYER - FIRE	000000 44.98
		I-1908-036181	101-4221-426	SUPPLIES	INK CARTRIDGES - FIRE DEPT	000000 67.98
		I-1908-036379	101-4221-425	REPAIRS	THREADED ROD - FIRE DEPT	000000 2.99
		I-1908-036893	101-4221-426	SUPPLIES	BINDERS - FIRE DEPT	000000 9.98
		I-1908-037423	101-4221-425	REPAIRS	BRASS BUSHING - FIRE DEPT	000000 17.16
01-0797	TRI AIR TESTING, INC.					
		I-128175	101-4221-422	PROFESSIONAL	AIR TESTING,ANALYSIS -FIRE DPT	000000 392.32
01-2991	GENPRO ENERGY SOLUTIONS					
		I-G16685	101-4221-422	PROFESSIONAL	O&M ANNUAL MAINTENANCE - FIRE	000000 411.00
01-3877	MUTUAL OF OMAHA					
		I-082119	101-4221-415	GROUP INSURAN	LIFE INSURANCE	000000 3.22
				DEPARTMENT 221	FIRE DEPARTMENT ADMINISTRTOTAL:	2,176.53
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/19	101-4232-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000 1,027.74
01-1003	VERIZON WIRELESS					
		I-9835825687	101-4232-422	PROFESSIONAL	ON CALL PHONES-TABLETS/BLDG IN	000000 26.97
01-1171	A&B BUSINESS SOLUTIONS/					

PACKET: 04761 COMBINED - 9/4/19  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 232 BUILDING INSPECTION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1171	A&B BUSINESS SOLUTIONS/ continued					
		I-IN647492	101-4232-426	SUPPLIES CONTRACT BASE RATE/BLDG INSP	000000	46.29
01-1838	RAMKOTA HOTEL					
		I-1020M4	101-4232-429	OTHER LODGING-BLDG INSPECTOR CLASS	000000	107.00
01-3877	MUTUAL OF OMAHA					
		I-082119	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
DEPARTMENT 232 BUILDING INSPECTION TOTAL:						1,212.93
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/19	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	6,701.64
01-0514	SIMON MATERIALS COMPANY					
		I-1591673	101-4310-425	REPAIRS 1" ROADSTONE/STREETS	000000	118.70
		I-1593241	101-4310-425	REPAIRS 1" ROADSTONE/STREETS	000000	117.91
01-0561	SD ONE CALL					
		I-SD19-1965	101-4310-422	PROFESSIONAL JULY MSGS-FAXES/STREETS	000000	33.04
01-0578	TWIN CITY HARDWARE & LU					
		I-1907-032423	101-4310-426	SUPPLIES WASHER-HEX NUT-CAP SCREW/ST	000000	168.91
		I-1908-033498	101-4310-426	SUPPLIES WASHER-SCREWS/STREETS	000000	110.96
		I-1908-034150	101-4310-425	REPAIRS PVC ELBOW-CONDUIT-CPLING/ST	000000	21.66
		I-1908-034246	101-4310-426	SUPPLIES NO TRESPASS-ALUM POST/STR	000000	4.98
		I-1908-034351	101-4310-425	REPAIRS FLEX SEAL-BATTERY ADAPTER/STRT	000000	66.97
		I-1908-034354	101-4310-426	SUPPLIES (4) NUTSETTER/STREETS	000000	19.96
		I-1908-034381	101-4310-426	SUPPLIES COVER-SQ BOX-NYLON TWINE/STRS	000000	11.47
		I-1908-034442	101-4310-425	REPAIRS 22 FASTENERS/STREETS	000000	1.79
		I-1908-034540	101-4310-426	SUPPLIES CONNECTOR-WATER SAVER SEED/ST	000000	45.48
		I-1908-034586	101-4310-426	SUPPLIES ST MAPP KIT-FLEX CONNECTOR/ST	000000	49.28
		I-1908-035385	101-4310-426	SUPPLIES LAG SCREWS-FL WASHERS/STREETS	000000	50.98
		I-1908-035482	101-4310-426	SUPPLIES COUPLING-FASTENERS/STREETS	000000	56.88
		I-1908-035782	101-4310-425	REPAIRS HEX NUT-DRILL BIT-FASTENERS/ST	000000	95.01
		I-1908-036570	101-4310-425	REPAIRS 16W DIM 27K LED BULB/STREETS	000000	9.99
		I-1908-037009	101-4310-426	SUPPLIES HEAVY DUTY U POST/STREETS	000000	8.99
		I-1908-037217	101-4310-425	REPAIRS (72) TRAFFIC BULBS/STREETS	000000	272.88
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-56728	101-4310-425	REPAIRS HVY TRUCK TIRE REPAIR/STREETS	000000	50.00
01-0619	TWILIGHT FIRST AID & SA					
		I-26275	101-4310-426	SUPPLIES OINTMENT-TABLETS-EYE WASH/STRT	000000	224.59
		I-26768	101-4310-426	SUPPLIES OINTMENT-TABLETS-TOWEL/STREETS	000000	75.52
01-0782	JACOBS PRECISION WELDIN					
		I-26146	101-4310-425	REPAIRS 2"X2"X1/4" SQUARE TUBE/STREETS	000000	100.30

PACKET: 04761 COMBINED - 9/4/19

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
01-0782	JACOBS PRECISION WELDIN	continued				
		I-26158	101-4310-425	REPAIRS FABRICATE BEND-FLAT BAR-ANGL/S	000000	333.12
		I-26166	101-4310-425	REPAIRS SQUARE TUBE-FLAT BARS/STRTS	000000	135.70
01-1003	VERIZON WIRELESS					
		I-9835825687	101-4310-422	PROFESSIONAL ON CALL PHONES-TABLETS/STRTS	000000	26.69
01-1171	A&B BUSINESS SOLUTIONS/					
		I-IN647492	101-4310-426	SUPPLIES CONTRACT BASE RATE/STREETS	000000	46.29
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1815676	101-4310-426	SUPPLIES HOSE-GLOVES-ROPE-DUCT TAPE/ST	000000	1,933.13
01-1333	DEADWOOD ELECTRIC					
		I-21949	101-4310-425	REPAIRS REPAIR PIPES-WIRE TRAVELDGE/S	000000	252.38
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0560540	101-4310-426	SUPPLIES ANTI FREEZE/STREETS	000000	11.03
		I-06WO0171811	101-4310-425	REPAIRS TRBLSHT ENGINE WONT START/STRT	000000	332.60
01-1486	MUTH ELECTRIC, INC.					
		I-619733	101-4310-425	REPAIRS CONFLICT MONITOR 6CH/STREETS	000000	2,286.06
01-1827	MS MAIL & MARKETING					
		I-10954	101-4310-426	SUPPLIES BUSINESS CARDS FOR BOB JR/ST	000000	11.66
01-2762	PARTSMASER					
		I-23450456	101-4310-426	SUPPLIES CROSS-OVER SOCKET SETS/STRTS	000000	293.97
01-3628	BICKLE'S TRUCK & DIESEL					
		I-17266	101-4310-425	REPAIRS FUEL SYSTEM ON TRUCK/STREETS	000000	727.00
01-3704	GARDNER CONSTRUCTION					
		I-1491	101-4310-426	SUPPLIES (5) LOADS BASE TO OUTLAW SQ/ST	000000	1,421.49
01-3875	FMG ENGINEERING					
		I-29344	101-4310-433	IMPROVEMENTS PRO TESTING SRVCS/LOW MAIN STR	000000	138.40
01-3877	MUTUAL OF OMAHA					
		I-082119	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	26.40
01-3975	FIRST NATIONAL CREDIT C					
		I-08/26/19 CC MOHR	101-4310-426	SUPPLIES AMAZON-SUBWAY/STRTS, COMM	000000	8.24
DEPARTMENT 310 STREETS TOTAL:						16,402.05
01-0213	TRUGREEN CHEM-LAWN					
		I-108868551	101-4520-422	PROFESSIONAL LAWN SERVICE/FERGUSON FIELD	000000	404.24

PACKET: 04761 COMBINED - 9/4/19

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
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/19	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,561.07
01-0578	TWIN CITY HARDWARE & LU	C-1908-035376	101-4520-426	SUPPLIES 1X8X8 SELECT-PINE/PARKS	000000	1.79-
		I-1908-033518	101-4520-426	SUPPLIES GLOVE-HOSE-CONNECTOR-STRAP/PRK	000000	30.17
		I-1908-033539	101-4520-426	SUPPLIES GALVANIZED STRAP/PARKS	000000	0.25
		I-1908-033550	101-4520-426	SUPPLIES 2X6-2X8X8 FIR/PARKS	000000	86.49
		I-1908-033599	101-4520-426	SUPPLIES WOOD SHIMS-1X8X8/PARKS	000000	11.97
		I-1908-034466	101-4520-426	SUPPLIES 4" GR ROUND GRATE/PARKS	000000	3.99
		I-1908-034543	101-4520-426	SUPPLIES INSULATION-SCREWS-SEALANT/PRKS	000000	147.84
		I-1908-034874	101-4520-426	SUPPLIES HOLE SAW-PILOT DRILL/PARKS	000000	18.98
		I-1908-035111	101-4520-426	SUPPLIES FLAG PESTICIDE/PARKS	000000	24.98
		I-1908-035374	101-4520-426	SUPPLIES EXT PLYWOOD-1X4 8 PINE/PARKS	000000	42.75
		I-1908-035778	101-4520-426	SUPPLIES TELESCOPING 9 PAT WAND/PARKS	000000	26.99
		I-1908-036199	101-4520-426	SUPPLIES CHROME TAPE RULE-3KALF/PARKS	000000	171.37
		I-1908-036578	101-4520-426	SUPPLIES WHEELBARROW-UTIL BLADES/PARKS	000000	166.97
		I-1908-037150	101-4520-426	SUPPLIES WIRE ROPE CLIPS/PARKS	000000	5.96
		I-1908-037368	101-4520-426	SUPPLIES DAWN ULTRA-CORN BROOM/PARKS	000000	12.18
01-0600	TRIPLE K TIRE & REPAIR	I-1-56758	101-4520-425	REPAIRS REPLACE TURF TIRE-LABOR/PARKS	000000	104.49
01-0619	TWILIGHT FIRST AID & SA	I-26277	101-4520-426	SUPPLIES OINTMENT-TABLETS-BANDAGES/STR	000000	54.76
		I-26769	101-4520-426	SUPPLIES TABLETS-GLOVE-GLASSES/PARKS	000000	108.89
01-1003	VERIZON WIRELESS	I-9835825687	101-4520-422	PROFESSIONAL ON CALL PHONES-TABLETS/PARKS	000000	26.69
01-1148	KNECHT HOME CENTER, INC	I-3691920	101-4520-426	SUPPLIES MORTAR-GLUE-HOSE-CASTER FL/PRK	000000	64.95
01-1502	BLACK HILLS CHEMICAL	I-160182	101-4520-426	SUPPLIES 45 GAL 1.7 MIL GARBAGE BAGS/PB	000000	242.25
		I-160184	101-4520-426	SUPPLIES 45 GA; 1.7 MIL GARBAGE BAGS/PB	000000	242.26
		I-160185	101-4520-426	SUPPLIES 45 GAL 1.7 MIL GARBAGE BAGS/PB	000000	242.25
		I-160186	101-4520-426	SUPPLIES 45 GAL 1.7 MIL GARBAGE BAGS/PB	000000	242.26
		I-160187	101-4520-426	SUPPLIES 45 GAL 1.7 MIL GARBAGE BAGS/PB	000000	242.26
		I-160188	101-4520-426	SUPPLIES 45 GAL 1.7 MIL GARBAGE BAGS/PB	000000	130.45
		I-161129	101-4520-426	SUPPLIES BLEACH-SOAP-TP-GLOVE-TOWEL/PB	000000	331.04
		I-161502	101-4520-426	SUPPLIES TP-TOWEL-GLOVES-SHAMPOO/PB	000000	364.20
01-1798	CHAINSAW CENTER/DAKOTA	I-1374532	101-4520-425	REPAIRS REPAIR FLAT/PARKS	000000	24.95
01-1827	MS MAIL & MARKETING	I-10954	101-4520-426	SUPPLIES BUSINESS CARDS FOR BOB JR/PK	000000	11.67
		I-10969	101-4520-426	SUPPLIES (200) WORK ORDER FORMS/PARKS	000000	30.00

PACKET: 04761 COMBINED - 9/4/19

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
01-3877	MUTUAL OF OMAHA	I-082119	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	26.40
01-4487	DONARSKI LAWN CARE & LANDSCAPING	I-10639	101-4520-433-05	CIP WHITEWOOD LANDSCAPING/WHITEWOOD CRK	000000	38,100.00
DEPARTMENT 520 PARKS					TOTAL:	46,304.18
01-0382	ARLETH LAND SURVEYING L	I-2245	101-4640-422	PROFESSIONAL RR STREET (RIGHT AWAY)	000000	2,037.50
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/19	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,027.74
01-3877	MUTUAL OF OMAHA	I-082119	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
DEPARTMENT 640 PLANNING AND ZONING					TOTAL:	3,072.67
FUND 101 GENERAL FUND					TOTAL:	120,065.30

PACKET: 04761 COMBINED - 9/4/19

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4549	LEAD-DEADWOOD ELEMENTAR					
		I-083019	206-3550-699	MISC REVENUE LIBR DONAT'N DRV/SCH'L SUPPL'S	000000	45.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 45.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/19	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,581.98
01-0578	TWIN CITY HARDWARE & LU					
		I-1908-034699	206-4550-426	SUPPLIES INK CARTRIDGE,COPY PAPER-LIBRA	000000	290.96
01-1171	A&B BUSINESS SOLUTIONS/					
		I-IN647784	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY	000000	49.14
01-1562	MIDWEST TAPE					
		I-97759536	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	265.88
		I-97779104	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	44.98
		I-97796095	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	104.62
01-1911	EMERY-PRATT COMPANY					
		I-626806	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	16.23
		I-626926	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	127.58
01-3877	MUTUAL OF OMAHA					
		I-082119	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
				DEPARTMENT 550	LIBRARY	TOTAL: 2,491.27
				FUND	206 LIBRARY FUND	TOTAL: 2,536.27

PACKET: 04761 COMBINED - 9/4/19

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4547	BARRETT, VICKIE					
		I-REFUND 08/14/19	209-3510-460	REC CNTR COLL REFUND 2 CORP PASSESS/REC CENT	000000	266.67
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 266.67
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/19	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	554.24
01-0578	TWIN CITY HARDWARE & LU					
		I-1907-032413	209-4510-426	SUPPLIES SHOWERHEAD/REC CENTER	000000	19.79
01-0619	TWILIGHT FIRST AID & SA					
		I-26286	209-4510-426	SUPPLIES TABLETS-WIPES-OINTMENT/REC	000000	39.82
01-2645	HAWKINS INC					
		I-4561914	209-4510-426	SUPPLIES ACID-DELDRUM-AZONE-ALKALI/REC	000000	1,062.60
01-2889	ATCO INTERNATIONAL					
		I-I0535284	209-4510-426	SUPPLIES (2) CASES QUICK SAN II/REC CEN	000000	224.00
01-3506	ALSCO					
		I-LCAS1289142	209-4510-426	SUPPLIES MATS/REC CENTER	000000	125.65
		I-LCAS1291902	209-4510-426	SUPPLIES MATS/REC CENTER	000000	125.65
01-3648	NETWORK SERVICES COMPAN					
		I-615307-0	209-4510-426	SUPPLIES 2 PLY TOILET TISSUE/REC CENTER	000000	38.61
		I-615308-0	209-4510-426	SUPPLIES HARDWOUND TWL-GARBAGE BAGS/REC	000000	113.94
01-3877	MUTUAL OF OMAHA					
		I-082119	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-4261	IDENTISYS					
		I-452830	209-4510-426	SUPPLIES (200) ISO CARD HID PROX/REC CE	000000	600.00
01-4462	RAPID SPA					
		I-SER21308-1	209-4510-425	REPAIRS OZONE UV SYSTEM-LABOR/REC	000000	557.97
				DEPARTMENT 510	REC CENTER	TOTAL: 3,467.22
01-0951	DEADWOOD ALIVE					
		I-165-19	209-4980-429	OTHER SEPTEMBER 2019	000000	10,000.00
				DEPARTMENT 980	SPECIAL EVENTS	TOTAL: 10,000.00
				FUND	209 BED & BOOZE FUND	TOTAL: 13,733.89

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BANK: FNBAP

FUND	212	BID #8 (Business Improve) TOTAL:	55,163.50
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PACKET: 04761 COMBINED - 9/4/19

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-082719	213-4630-423	MARKETING	BID 1-6 BILL LIST THRU 9/3/19 000000	34,000.00
DEPARTMENT 630 BID						TOTAL: 34,000.00
FUND 213 BID #1-6 (Business Imprv)						TOTAL: 34,000.00

PACKET: 04761 COMBINED - 9/4/19

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
01-1102	THIS OLD HOUSE					
		I-082719	215-4572-235	VISITOR MGMT RENEWAL - HP 09/2019-09/2020	000000	20.00
01-4543	NITRO ALLEY, INC.					
		I-080119-1	215-4572-235	VISITOR MGMT BLAST/PRIME/PAINT-WATER PUMP	000000	460.00
		I-080119-2	215-4572-235	VISITOR MGMT BLAST/PAINT - JAIL BARS	000000	634.00
		I-080119-3	215-4572-235	VISITOR MGMT BLAST/WELD/PAINT POLE GREEN	000000	1,159.00
		I-080119-4	215-4572-235	VISITOR MGMT BLAST/PRIME/PAINT-BOILER DOOR	000000	423.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 2,696.00
01-0451	RUNGE, MIKE					
		I-082219	215-4573-335	HIST. INTERP. REIMBURSEMENT-ARCHIVE ITEMS	000000	56.16
01-2014	TOMS, DON					
		I-LEDGER PROJECT 819	215-4573-335	HIST. INTERP. LC TAX RECORDS BK 4 OF 19	000000	600.00
01-3969	SMITHSONIAN					
		I-082719	215-4573-325	HIST. INTERP. RENEWAL 2019	000000	8.00
01-3975	FIRST NATIONAL CREDIT C					
		I-CC KUCHENBECK/AUG	215-4573-330	HIST. INTERP. UPS/SETH BULLOCK COLLECTION	000000	264.85
01-4415	PEARSON, JACI					
		I-10769	215-4573-335	HIST. INTERP. ORAL HISTORY PROJECT	000000	2,025.00
DEPARTMENT 573 HP HISTORIC INTERPRETATION						TOTAL: 2,954.01
01-2048	NEWELL MUSEUM					
		I-082719	215-4575-520	GRANT/LOAN PR 2019 OUTSIDE GRANT RD 1	000000	2,250.00
01-4086	TWIN CITY HARDWARE - GR					
		I-1907-032784	215-4575-525	GRANT/LOAN PA PAINT GRANT - 870 MAIN	000000	45.99
		I-1907-032997	215-4575-525	GRANT/LOAN PA PAINT GRANT - 870 MAIN	000000	45.99
		I-1908-034166	215-4575-525	GRANT/LOAN PA PAINT GRANT - 378 WILLIAMS	000000	29.99
		I-1908-034201	215-4575-525	GRANT/LOAN PA PAINT GRANT - 378 WILLIAMS	000000	269.95
		I-1908-034444	215-4575-525	GRANT/LOAN PA PAINT GRANT - 870 MAIN	000000	40.99
		I-1908-034562	215-4575-525	GRANT/LOAN PA PAINT GRANT - 124 CHARLES	000000	44.99
		I-1908-034618	215-4575-525	GRANT/LOAN PA PAINT GRANT - 378 WILLIAMS	000000	53.99
		I-1908-034977	215-4575-525	GRANT/LOAN PA PAINT GRANT - 35 JACKSON	000000	18.79
		I-1908-035037	215-4575-525	GRANT/LOAN PA PAINT GRANT - 378 WILLIAMS	000000	53.99
		I-1908-035845	215-4575-525	GRANT/LOAN PA PAINT GRANT - 870 MAIN	000000	187.75
		I-1908-036426	215-4575-525	GRANT/LOAN PA PAINT GRANT - 39 LINCOLN	000000	22.99
		I-1908-036620	215-4575-525	GRANT/LOAN PA PAINT GRANT - 378 WILLIAMS	000000	26.99
		I-1908-036629	215-4575-525	GRANT/LOAN PA PAINT GRANT - 96 CHARLES	000000	224.95
		I-1908-036634	215-4575-525	GRANT/LOAN PA PAINT GRANT - 388 WILLIAMS	000000	21.49
		I-1908-036649	215-4575-525	GRANT/LOAN PA PAINT GRANT - 96 CHARLES	000000	42.99

PACKET: 04761 COMBINED - 9/4/19

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4086	TWIN CITY HARDWARE - GR	continued				
		I-1908-036706	215-4575-525	GRANT/LOAN PA PAINT GRANT - 96 CHARLES	000000	27.99
		I-1908-036708	215-4575-525	GRANT/LOAN PA PAINT GRANT - 378 WILLIAMS	000000	53.99
		I-1908-036765	215-4575-525	GRANT/LOAN PA PAINT GRANT - 96 CHARLES	000000	49.99
		I-1908-036923	215-4575-525	GRANT/LOAN PA PAINT GRANT - 378 WILLIAMS	000000	11.10
		I-1908-036957	215-4575-525	GRANT/LOAN PA PAINT GRANT - 96 CHARLES	000000	94.97
		I-1908-037139	215-4575-525	GRANT/LOAN PA PAINT GRANT - 476 WILLIAMS	000000	460.37
		I-1908-037155	215-4575-525	GRANT/LOAN PA PAINT GRANT - 476 WILLIAMS	000000	14.99
		I-1908-037296	215-4575-525	GRANT/LOAN PA PAINT GRANT - 4 HARRISON	000000	85.98
		I-1908-037673	215-4575-525	GRANT/LOAN PA PAINT GRANT - 30 ADAMS	000000	145.96

DEPARTMENT 575 HP DEADWOOD GRANT AND LOA TOTAL: 4,327.17

01-2764	LAMB PAINTING LLC					
		I-19123	215-4577-705	CAPITAL ASSET SCRAPE/PRIME - LIBRARY	000000	8,488.54

DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL: 8,488.54

01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/19	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	6,076.72

01-0651	FAST BREAK SCREEN PRINT					
		I-8736	215-4641-426	SUPPLIES EMB ONLY - HP SAFETY VEST	000000	180.00

01-1003	VERIZON WIRELESS					
		I-9835825687	215-4641-434	MACHINERY/EQU ON CALL PHONES-TABLETS/HP	000000	1,749.99
		I-9835825687	215-4641-428	UTILITIES ON CALL PHONES-TABLETS/PWBIHP	000000	51.64

01-1827	MS MAIL & MARKETING					
		I-10948	215-4641-423	PUBLISHING MT MORIAH BROCHURES	000000	2,000.00

01-3346	REGIONAL HEALTH					
		I-700000832082019	215-4641-422	PROFESSIONAL TESTING	000000	35.00

01-3838	VAST BROADBAND					
		I-007047801	215-4641-428	UTILITIES MT MORIAH - 08/20/19 -09/19/19	000000	141.07

01-3877	MUTUAL OF OMAHA					
		I-082119	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33

DEPARTMENT 641 OFFICE HIST. PRES. TOTAL: 10,251.75

FUND 215 HISTORIC PRESERVATION TOTAL: 28,717.47

PACKET: 04761 COMBINED - 9/4/19

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1148	KNECHT HOME CENTER, INC	I-2386835	216-1310	DUE FROM OTHE WORK DONE-118 CHARLES-PONTIUS	000000	3,094.10
01-4086	TWIN CITY HARDWARE - GR	I-1907-030817	216-1310	DUE FROM OTHE WORK DONE-108 SHERMAN-JOHNSON	000000	105.36
01-4332	WINSSELL CONSTRUCTION	I-62	216-1310	DUE FROM OTHE WORK DONE-108 SHERMAN-JOHNSON	000000	19,617.36
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						22,816.82
01-1148	KNECHT HOME CENTER, INC	I-3686972	216-4653-962-01	SPECIAL NEEDS ELDERLY - 75 DENVER - IVERSON	000000	96.59
01-3258	FLOYD, LAURA	I-082819	216-4653-962-03	WINDOWS GRANT WINDOWS - 21 LINCOLN - FLOYD	000000	207.31
01-4272	FULL RESTORATION CONSTR	I-000127	216-4653-962-08	FOUNDATION GR WORK COMPLETE-2 DUDLEY-MORGAN	000000	10,000.00
		I-000127	216-4653-962-01	SPECIAL NEEDS WORK COMPLETE-2 DUDLEY-MORGAN	000000	9,226.47
01-4273	SPEARFISH LUMBER COMPAN	I-24579	216-4653-962-03	WINDOWS GRANT WINDOWS-34 VAN BUREN-SPEIRS	000000	1,188.99
01-4406	TERRONES, LUIS	I-190262	216-4653-962-03	WINDOWS GRANT WINDOWS - 25 MCKINLEY - BURR	000000	120.00
		I-600065	216-4653-962-01	SPECIAL NEEDS ELDERLY - 53 FOREST - LANE	000000	300.00
01-4525	HANDYMAN ARTISTRY	I-812019-01	216-4653-962-04	SIDING GRANT WORK DONE-124 CHARLES-TRUCANO	000000	1,125.00
		I-812019-01	216-4653-962-08	FOUNDATION GR WORK DONE-124 CHARLES-TRUCANO	000000	1,639.11
		I-812019-01	216-4653-962-03	WINDOWS GRANT WORK DONE-124 CHARLES-TRUCANO	000000	24.68
		I-8252019-001	216-4653-962-04	SIDING GRANT SIDING - 124 CHARLES - TRUCANO	000000	1,345.60
		I-82619-01	216-4653-962-03	WINDOWS GRANT WINDOWS-37 WASHINGTON-HAUPT	000000	1,287.44
01-4541	WENGER GARAGE DOORS/DAK	I-1061	216-4653-962-01	SPECIAL NEEDS ELDERLY - 4 LINCOLN - KRACHT	000000	1,515.31
01-4546	TRUE BUILDERS LLC	I-164	216-4653-962-01	SPECIAL NEEDS ELDERLY - 75 DENVER - IVERSON	000000	4,731.27
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						32,807.77
				FUND	216	REVOLVING LOAN
						TOTAL:
						55,624.59

PACKET: 04761 COMBINED - 9/4/19

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
01-0206	SCHMIDT, WILLIAM					
		I-08/29/19 MAIN ST	602-4330-425	REPAIRS CURB-GUTTER 890 MAIN/WATER	000000	1,425.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/19	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,454.04
01-0561	SD ONE CALL					
		I-SD19-1965	602-4330-422	PROFESSIONAL JULY MSGS-FAXES/WATER	000000	33.04
01-0578	TWIN CITY HARDWARE & LU					
		I-1908-033470	602-4330-426	SUPPLIES OFFICE SUPPLIES/WATER	000000	11.98
		I-1908-035872	602-4330-426	SUPPLIES 2 GAL STAND N SPRAY/WATER	000000	29.99
		I-1908-036815	602-4330-426	SUPPLIES GALV-BLACK NIPPLES/WATER	000000	35.72
		I-1908-037453	602-4330-425	REPAIRS (3) 60 LB CONCRETE MIX/WATER	000000	13.47
01-1003	VERIZON WIRELESS					
		I-9835825687	602-4330-422	PROFESSIONAL ON CALL PHONES-TABLETS/WATER	000000	26.69
01-1171	A&B BUSINESS SOLUTIONS/					
		I-IN647492	602-4330-426	SUPPLIES CONTRACT BASE RATE/WATER	000000	46.29
01-1365	SD PUBLIC HEALTH LAB					
		I-10589356	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1827	MS MAIL & MARKETING					
		I-10954	602-4330-426	SUPPLIES BUSINESS CARDS FOR BOB JR/WTR	000000	11.67
01-3346	REGIONAL HEALTH					
		I-700000832082019	602-4330-422	PROFESSIONAL TESTING	000000	55.00
01-3875	FMG ENGINEERING					
		I-29344	602-4330-433	IMPROVEMENTS PRO TESTING SRVCS/LOW MAIN WTR	000000	138.40
01-3877	MUTUAL OF OMAHA					
		I-082119	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	16.50
01-3975	FIRST NATIONAL CREDIT C					
		I-08/26/19 CC MOHR	602-4330-426	SUPPLIES AMAZON-SUBWAY/STRTS, COMM	000000	8.24
01-4107	UTILITY SERVICE CO., IN					
		I-484978	602-4330-422	PROFESSIONAL CONTRACT MCGOVERN TANK/WATER	000000	2,000.00
		I-484979	602-4330-422	PROFESSIONAL CONTRACT MCGOVERN TANK 2/WTR	000000	2,000.00
DEPARTMENT 330 WATER						TOTAL: 9,336.03
FUND 602 WATER FUND						TOTAL: 9,336.03

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## REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04761 COMBINED - 9/4/19

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
01-3875	FMG ENGINEERING					
		I-29344	603-4325-433	IMPROVEMENTS PRO TESTING SRVCS/LOW MAIN SWR	000000	138.40
			DEPARTMENT 325	SEWER	TOTAL:	138.40
			FUND	603	SEWER FUND	TOTAL: 138.40

PACKET: 04761 COMBINED - 9/4/19

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
01-0213	TRUGREEN CHEM-LAWN					
		I-108858507	607-4580-422	PROFESSIONAL LAWN SERVICE/ST AMBROSE	000000	633.45
01-3838	VAST BROADBAND					
		I-TELEPHONE 08/16/19	607-4580-428	UTILITIES MT MORIAH GIFT SHOP	000000	40.87
		I-TELEPHONE 08/16/19	607-4580-428	UTILITIES MT MORIAH TICKET BOOTH	000000	40.87
			DEPARTMENT 580	HISTORIC CEMETERIES	TOTAL:	715.19
			FUND	607	HISTORIC CEMETERIES	TOTAL: 715.19

PACKET: 04761 COMBINED - 9/4/19

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
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/19	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,233.29
01-0578	TWIN CITY HARDWARE & LU	I-1908-037000	610-4360-426	SUPPLIES CABLE TIE - P & T	000000	17.98
01-0598	SUMMIT SIGNS AND SUPPLY	I-56205	610-4360-426	SUPPLIES "PAY AT KIOSK" SIGNS - P & T	000000	376.00
		I-56216	610-4360-426	SUPPLIES "DEAD END" SIGN - P & T	000000	85.00
		I-56266	610-4360-426	SUPPLIES "DETOUR" SIGNS - P & T	000000	236.00
01-1003	VERIZON WIRELESS	I-9835949151	610-4360-424	RENTALS PHONE SERVICE - METERS/ P&T	000000	40.01
01-3877	MUTUAL OF OMAHA	I-082119	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						4,003.13
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/19	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	554.97
01-0545	LYNN'S DAKOTA MART	I-0072 - 8/21/19	610-4361-426	SUPPLIES PKNG TAPE, 24PK WATER -TROLLEY	000000	49.98
01-0578	TWIN CITY HARDWARE & LU	I-1908-033711	610-4361-426	SUPPLIES MURPHY CLEANER - TROLLEY	000000	41.97
		I-1908-034171	610-4361-426	SUPPLIES LUBRICANT,CLEANING PROD.-TROLL	000000	30.97
		I-1908-036180	610-4361-426	SUPPLIES BATTERY,FASTENERS,ELBOW-TROLLE	000000	24.56
		I-1908-036998	610-4361-426	SUPPLIES PACKAGING TAPE - TROLLEY	000000	8.98
01-0600	TRIPLE K TIRE & REPAIR	I-1-56623	610-4361-425	REPAIRS DISMOUNT/MOUNT TIRES-TROLLEY#2	000000	160.00
		I-1-56640	610-4361-425	REPAIRS DISMOUNT/MOUNT TIRES-TROLLEY#3	000000	160.00
01-1502	BLACK HILLS CHEMICAL	I-161501	610-4361-426	SUPPLIES GLASS CLNR,RINSE,MURPHY OIL-TR	000000	231.68
01-1626	SERVALL UNIFORM AND LIN	I-0227465	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	122.22
		I-0233517	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	122.22
01-1827	MS MAIL & MARKETING	I-10983	610-4361-426	SUPPLIES TROLLEY DRIVER LOG	000000	240.00
01-3877	MUTUAL OF OMAHA	I-082119	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70

PACKET: 04761 COMBINED - 9/4/19

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3970	A & I DISTRIBUTORS					
		I-3343156	610-4361-426	SUPPLIES 55 GAL.OIL - TROLLEY	000000	610.76
01-4036	SCOTT PETERSON MOTORS O					
		I-128342	610-4361-426	SUPPLIES BRACKET - TROLLEY	000000	34.98
01-4286	TCF EQUIPMENT FINANCE					
		I-09/01/19	610-4361-434	MACHINERY/EQU #300 TROLLEY	000000	3,133.62
		I-09/01/19	610-4361-434	MACHINERY/EQU #301TROLLEY	000000	3,133.62
		I-09/01/19	610-4361-434	MACHINERY/EQU #303 TROLLEY	000000	3,133.62
			DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:	11,799.85
01-0578	TWIN CITY HARDWARE & LU					
		I-1907-032431	610-4362-426	SUPPLIES BATTERY-FASTENERS/P RAMP	000000	54.72
		I-1907-032454	610-4362-426	SUPPLIES GA;V CAP-FLANGE-THREADS/P RAMP	000000	31.98
		I-1908-034788	610-4362-426	SUPPLIES ALUM CHANEL/PARKING RAMP	000000	17.99
01-3838	VAST BROADBAND					
		I-TELEPHONE 08/16/19	610-4362-428	UTILITIES PARKING RAMP	000000	145.49
			DEPARTMENT 362	BROADWAY GARAGE	TOTAL:	250.18
			FUND	610	PARKING/TRANSPORTATION	TOTAL: 16,053.16

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## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

PACKET: 04761 COMBINED - 9/4/19  
VENDOR SET: 01  
FUND : 722 SALES TAX AGENCY  
DEPARTMENT: N/A NON-DEPARTMENTAL  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4547	BARRETT, VICKIE					
		I-REFUND 08/14/19	722-2190	AMOUNTS HELD REFUND 2 CORP PASSESS/REC CENT 000000		17.33
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 17.33
				FUND	722 SALES TAX AGENCY	TOTAL: 17.33
					REPORT GRAND TOTAL:	336,101.13

## Freemont Ave Grind and Seal Concrete

### Ainsworth Benning Construction

345 Industrial Drive

Contact: Quntin Geddes

Phone: 605-641-5808

Fax:

Quote To:

City of Deadwood

Job Name:

Date of Plans:

Revision Date:

Phone:

Fax:

Grind Concrete and Seal Joints

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Freemont Ave Grind and Seal	1.00		8,921.07	8,921.07
GRAND TOTAL					\$8,921.07

LoF

Prepared by:  
Deadwood Historic Preservation Commission  
City of Deadwood  
108 Sherman Street  
Deadwood, SD 57732  
(605) 578-2082  
(605) 578-2084 Fax

## DEED OF CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT AGREEMENT is made and entered into this 23 day of AUGUST, 2019, between Orange Building, LLC, dba TDG Communication, 93 Sherman Street, Deadwood, South Dakota, 57732, hereinafter referred to as the "Grantor", and the DEADWOOD HISTORIC PRESERVATION COMMISSION, City of Deadwood, 108 Sherman Street, Deadwood, SD 57732, a South Dakota municipal government, hereafter referred to as the "Grantee".

### WHEREAS:

- A. Grantor is the owner in fee of real property (the "Property") located at 93 Sherman Street, Deadwood, South Dakota, more particularly described in Exhibit A and shown on Exhibit B attached hereto and incorporated herein by this reference;
- B. The Property possess culturally, historically, and architecturally values (collectively the "Conservation Values") of great importance to Grantor, the people of the City of Deadwood and the people of the State of South Dakota; the preservation of which will provide a significant public benefit. The conservation Values, which are more fully described in the Baseline Documentation Report are described in Exhibit C attached hereto and incorporated herein by this reference;
- C. Maintaining the Property's historic and architectural characteristics, and, in particular, maintaining the Property free from new structures, alteration or changes that would encroach upon, damage or destroy the Property are critical to the protection of this property. The conservation of the Property, subject to the terms of this easement, will yield significant benefits to the public by protecting the Property;
- D. The parties have mutual desires and goals towards the long-term preservation of Deadwood's National Historic Landmark district, the State and National Register districts, and the local historic district;
- E. The parties desire to conserve the Property by entering into this Conservation Easement pursuant to SDCL 1-19B-56 to 1-19B-60 of the State of South Dakota and Section 170(h) of the Internal Revenue Code; and
- F. Grantor has received independent legal and financial advice regarding this Conservation Easement to the extent that Grantor has deemed necessary. Grantor freely conveys this Conservation Easement in order to accomplish its conservation purposes.

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants contained herein the parties agree as follows:

## **1. General Provisions.**

- 1.1 Grantee's Representation. Grantee represents and warrants that it is a governmental body empowered to hold an interest in real property under the laws of this state.
- 1.2 Grant of Conservation Easement. Grantor voluntarily grants and conveys to Grantee in consideration of the sum of Forty Four Thousand One Hundred Eighty Dollars and Sixty-Five Cents (\$44,180.65) received in grant-in-aid financial assistance, and Grantee voluntarily accepts, this Conservation Easement to run with the land in perpetuity under the provisions of SDCL 1-19B-56 to 1-19B-60, inclusive, commencing on the date when it is filed with the Lawrence County Register of Deeds.
- 1.3 Purpose. The purpose of this Conservation Easement is to conserve and protect the Property's historic and architectural characteristics as part of National Historic Landmark district, the State and National Register districts, and the local historic district; maintain the Property as referenced in the recitals above, while providing for its compatible use, including further development consistent with the character of the historic districts.
- 1.4 Implementation. This Conservation Easement shall be implemented by maintaining and preserving the Property in accordance with the provisions herein.

## **2. Definitions.**

- 2.1 Baseline Documentation Report. The document entitled "Baseline Documentation Report", incorporated by this reference, that the Grantor and Grantee mutually agree, as depicted by photographs, maps, and supporting text, describes the general condition of the Property, including Structures and Improvements, and driveways, as located on the Property as of the date of this Conservation Easement.
- 2.2 Foot Print of Structures. The Foot Print of a structure shall be that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with, or extending/cantilevering above, the ground, and does not apply to unenclosed decks, patios or porches.
- 2.3 Grantee. The term "Grantee" includes the original Grantee and its successor and assigns.
- 2.4 Grantor. The term "Grantor" includes the original Grantor his or her heirs, successors and assigns, and all future owners of all or any portion of the Property.
- 2.5 Improvements. Improvements shall include anything that is constructed, installed or placed upon the ground or a structure, and includes but is not limited to, driveways, parking areas, drainage ways, utility lines, fences, stone walls, paths and walkways, and signs.
- 2.6 Structures. A building or object constructed, installed or placed upon the ground, whether temporarily or permanently. Structures shall include, but are not limited to, residential units, garages, sheds, pool houses, cabanas, moveable buildings, and garden features such as arbors, pergolas, and gazebos.

3. **Reserved Rights of Grantor.** Grantor reserves for himself and his successors in interest with respect to the Property, all rights with respect to the Property except as provided herein, including, without limitation, the right of exclusive use, possession and enjoyment of the Property, and the right to sell, transfer, lease, mortgage or otherwise encumber the Property, subject to the restrictions and covenants set forth in this Conservation Easement. Nothing contained in this Conservation Easement shall be construed as a grant to the general public or to any other person or entity, of any right to enter upon any part of the Property, except as otherwise provided for in Sections 5.2 and 6.2 of this Conservation Easement.

4. **Restrictions Applicable to the Property.** The following restrictions apply to the Property.

4.1 **Use.** The Property may be used for residential, educational, or commercial purposes except as permitted herein so long as they are not inconsistent with the terms and purposes of this Conservation Easement. Industrial uses are not permitted.

4.2 **Subdivision.** The Property is currently comprised of one (1) tax parcel, which is owned by Grantor. Subdivision of the Property without permission of Grantee is prohibited except as set forth below.

The Property may be subdivided into than two (2) or more tax parcels or lots. Such subdivided parcels may be created and conveyed only in accordance with prior written approval of the Grantee, and upon compliance with the following conditions:

- a. Such subdivided parcels shall remain subject to the terms and conditions set forth in this Easement. The remaining subdivision rights provided for in this Easement shall be allocated at the time of the proposed subdivision or conveyance in a manner to be reviewed and approved by Grantee and set forth in the deed of each new subdivided parcel.
- b. The deed(s) of conveyance of all such subdivided parcels shall contain a metes and bounds description of the subdivided parcel(s) prepared by a licensed professional land surveyor at Grantor's sole cost, which description shall have been reviewed and approved by Grantee prior to conveyance of the subdivided parcel(s). If the Subdivision is activating, or initiating construction within, Grantor shall provide a survey map delineating the parcels.
- c. All costs resulting from the Subdivision of the Property and conveyance of subdivided parcels, including but not limited to reasonable Grantee and associated staff time, including but not limited to time expended on legal review of documents, preparing associated Conservation Easement maps and updating of Baseline Documentation, are to be paid by Grantor. Grantee may, however, in its sole discretion, grant approval, as provided in Section 5.2. (b), for boundary and lot line adjustments that do not create additional building lots nor increase the long-term easement stewardship and administration responsibilities of the Grantee. Notwithstanding the foregoing, Grantor may subdivide the Property for publicly accessible conservation purposes, if such resulting subdivided parcel(s) is to be

conveyed to Grantee or, with Grantee's prior approval, to a public or non-profit organization.

4.3 Permitted Structures and Improvements. No permanent or temporary structures or other improvements shall hereafter be placed or maintained on the Property, except as specifically provided for below, with prior notice and approval pursuant to Section 5.2.

- a. Existing Structures and Improvements. The existing structures and improvements on the Property, including, without limitation, the existing building, and accessory structures, retaining walls, fences, and access are permitted. The existing structures and improvements shall maintain the Property in a good and sound state of repair and to maintain the subject Property, including the other structures or features of the site, according to the Standards and to Deadwood Municipal Code 17.68.090 and 17.68.100, so as to prevent deterioration and preserve the architectural and historical integrity of the Property. All such activities shall be consistent with the restrictions set forth in this Conservation Easement. All existing structures and their accessory structures are documented in the Baseline Documentation Report.
- b. Accessory Structures and Improvements. Accessory Structures and Improvements are permitted so long as they are compatible with the Property and Historic Districts and are approved by the Grantee and the appropriate divisions of state and local government.
- c. Incidental Landscape and Garden Structures and Improvements. Incidental Landscape and Garden Structures and Improvements are permitted so long as they are compatible with the Property and Historic Districts.
- d. Improvements. Improvements as reasonably necessary to serve the permitted Structures may be located and maintained on the Property. Grantee shall give such permission only if Grantee finds that such use of improvement on the Property is consistent with the conservation purposes of this Conservation Easement and that such does not encroach upon, damage or destroy the Property or have an adverse effect on the historic districts in which the property is located.

## 5. Additional Covenants and Provisions.

5.1 Existing Conditions and Baseline Documentation Report. By its execution of this Conservation Easement, Grantee acknowledges that Grantor's present uses of the Property are compatible with the purposes of this Conservation Easement. In order to evidence the present condition of the Property (including both natural and man-made features) and to facilitate future monitoring and enforcement of this Easement, a Baseline Documentation Report describing such condition at the date hereof, has been prepared and subscribed by both parties, is incorporated herein by this reference, and a copy thereof has been delivered to Grantor and an original copy will be kept on file with the Grantee.

5.2 Required Notice. Grantor agrees to give Grantee written notice before exercising any reserved right as delineated in this Conservation Easement as follows.

- a. Restrictions on activities that would affect historically significant components of the Property. The Grantor agrees that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would affect historically significant features identified in Exhibit C; exterior construction materials, architectural details, form, fenestration, height of the Property, or adversely affect its structural soundness without prior written permission of the Grantee affirming that such reconstruction, repair, repainting, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the "Standards").
- b. Restrictions on activities that would affect archeological resources. The Grantor agrees that no ground disturbing activity, defined as any activity extending deeper than twelve (12) inches, shall be undertaken or permitted to be undertaken on the Property which would affect historically significant archeological resources identified in Exhibit C without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's "*Standards for Archeology and Historic Preservation.*"
- c. Construction Notice. In order to facilitate the monitoring of this Conservation Easement, to ensure continuing communication, and to determine that new or modified permitted Structures conform to the terms of this Conservation Easement, Grantor shall submit to Grantee sufficient written information. Such information shall allow Grantee to confirm that the Structures proposed for construction: (1) conform to the use or uses permitted within that area, as marked on Exhibit B; (2) confirm the proposed undertaking does not encroach upon, damage or destroy a historic resource; and (3) do not violate any of the terms or conditions of this Easement. Said information shall include the proposed undertaking for the Property.
- d. Approval. Pursuant to actions or activities requiring approvals in this Conservation Easement, Grantor shall submit to Grantee sufficient written information to allow for a determination by Grantee that such action or activity is in compliance with the purposes, terms and intent of this Conservation Easement. Grantee shall have forty-five (45) days from the receipt of the information, and an additional ten (10) days as provided in the following paragraph (or such longer period as the parties may agree to in writing) within which to review such materials and grant or deny approval.

Notice shall be pursuant to Section 5.3 herein. Grantee may review the proposed site to confirm that the proposed action or activity is in compliance with this Conservation Easement, and shall notify Grantor as to whether or not the proposal is in compliance with the terms of this Conservation Easement, not more than forty-five (45) days from receipt of the notice. If Grantee fails to respond within forty-five (45) days, Grantor will further contact Grantee to confirm that Grantee received the first notice, and if after ten (10) days Grantee does not respond, the proposals shall be deemed approved. In approving such proposals, Grantee may attach such conditions as it reasonably deems necessary to comply with the purposes, terms and intent of this Conservation Easement

5.3 Notice and Approval Requests, Responses, in Writing. Any written notice or approval request required or desired to be given under this Conservation Easement by Grantor, and any subsequent response from Grantee, shall be in writing and shall be deemed given when received, or three (3) days after mailing by certified mail, or by FedEx or a similar public or private courier service which provides receipt of delivery, properly addressed as follows: (a) if to Grantee, at address set forth above; (b) if to Grantor, at the address set forth above, (c) if to any subsequent owner, at the address of the Property. Any party can change the address to which notices are to be sent to him, her or it by giving notice pursuant to this paragraph.

5.4 Enforcement. The Grantee shall have the right to enforce this Conservation Easement at law or in equity, including, without limitation, pursuant to the provisions of this Conservation Easement against any or all of the owners of the Property or any part thereof. If the Grantee, upon inspection of the property, finds what appears to be a violation, or threatened violation, of this Conservation Easement, Grantee shall notify the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same and (b) restoring the Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation. The Grantee may exercise its discretion to seek injunctive relief in a court having jurisdiction.

Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation. If the violation continues for more than thirty (30) days after notice specifying such violation is given (or in the case of a violation which cannot with reasonable diligence be remedied within a period of thirty (30) days but which the party in violation has commenced to remedy with all reasonable diligence within such 30-day period, then for such longer period as may be necessary to remedy the same with all reasonable diligence), Grantee may take any formal action, including, but not limited to, legal action.

At any time, if Grantee determines, in its sole discretion, that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may seek immediate injunctive relief and may pursue all its available legal remedies. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Property to a condition that would be consistent with preservation purposes of the Deadwood Historic Preservation Commission and to the Existing Conditions and Baseline Documentation prior to the violation.

Grantee's remedies described in this Conservation Easement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Such remedies include the right to recover any damages for violation of the terms of this Conservation Easement or injury to the conservation values protected by this Conservation Easement, including, without limitation, damages for the loss of scenic, aesthetic or ecological values and to require restoration of the Property to the condition that existed prior to any such injury.

The current Grantor (owner) shall reimburse Grantee for all reasonable expenses incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessary to cure the violation.

Should Grantor prevail in a judicial enforcement action, each party shall bear its own costs. Failure to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto.

The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

5.5 Casualty damage or destruction. In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the property, the Grantee determines that the property has been so damaged that it is incapable of repair, the Grantee will notify the Grantor in writing if the damage or destruction is caused by the gross negligence or the intentional acts of the Grantor or future owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the grant funds applied to the property which will then be returned to the Deadwood Historic Preservation Commission.

5.6 Amendments. This Conservation Easement may be amended only upon the written consent of Grantee and the then current Grantor (owner) of the Property for that portion of the Property for which an amendment to this Conservation Easement is sought. Grantee, on a case-by-case basis, may agree to amend individual provisions of the Conservation Easement, provided the amendment shall be consistent with preservation purpose of this easement and shall not reduce its term of duration. No amendment may be granted unless the Grantee determines that such amendment will not adversely affect the architectural and historic character of the Property and other protective goals of this Conservation Easement and is otherwise consistent with the overall purposes of this Easement.

Any amendment of this Easement shall be at the discretion of the Grantee (which may establish such requirements for the submission of plans and other documentation as it deems necessary to make the determination required or permitted of it hereunder) and shall comply with South Dakota Codified Law and Section 170(h) of the Internal Revenue Code. Any such amendment that does not comply with South Dakota Codified Law or Section 170(h) shall be void and of no force or effect.

Grantor requesting the amendment shall reimburse Grantee for all expenses, including staff time and reasonable attorneys' fees, incurred in preparing and executing the amendment. Any such amendment shall not be effective unless it is executed in the same

manner as this easement, refers expressly to this easement, and is filed with the Lawrence County Register of Deeds.

- 5.7 Notices of Property Conveyance, Lease or Transfer. Grantor shall give Grantee notice of any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to Deadwood Historic Preservation Commission, by instrument dated \_\_\_\_\_, 20\_\_\_\_, and recorded in the Office of the Register of Deeds for Lawrence County, South Dakota," The failure to include such language in any deed or instrument shall not affect the validity of this Conservation Easement or its applicability to such property.
- 5.8 Taxes and Assessments. Grantor shall pay all taxes, levies, and assessments and other governmental or municipal charges, which may become a lien on the Property, including any taxes or levies imposed to make those payments. If Grantor fails to make such payments, Grantee is authorized to make such payments (but shall have no obligation to do so) upon ten (10) days prior notice to Grantor, according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy thereof. The payment, if made by Grantee, shall become a lien on the Property of the same priority as the item if not paid would have become, and shall bear interest until paid by Grantor at two percentage points over the prime rate of interest from time to time charged by First National Bank, N.A. or its corporate successor.
- 5.9 Severability. Invalidation of any provision of this Conservation Easement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in force and effect.
- 5.10 Binding Effect. The provisions of this Conservation Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor, and all future owners and any party entitled to possession or use of the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred cease being a Grantor or owner with respect to such Property for purposes of this Conservation Easement and shall, with respect to the Property transferred, have no further responsibility, rights or liability hereunder for acts or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions occurring during the period of his or her ownership or conduct.
- 5.11 Indemnification. Grantee has no obligations relating to the maintenance of the Property. Grantee shall not be responsible for injuries or damage to persons or property in connection with Grantee's administration and/or enforcement of this Conservation Easement or otherwise with respect to the condition of the Property, provided that the foregoing shall not absolve Grantee of any liabilities it might otherwise have, independently of this Agreement, for wrongfully and directly, without the participation or consent of the Grantor, causing any dangerous condition to come into existence on the Property. Except in the last-described instance, Grantor agrees to indemnify and hold

Grantee and its trustees/directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") harmless from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees (collectively, "Losses"), arising from or in any way connected with: (1) injury to or the death of any person, or damage to any property or property interest, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the actions of any of the Indemnified Parties as set forth in the previous sentence; and (2) tax benefits or consequences of any kind which result or do not result from entering into this Conservation Easement.

Grantor hereby releases, waives any rights, and covenants not to sue Grantee with respect to any Losses identified in this Section 5.11. Grantor's obligations to hold harmless, indemnify and defend Grantee as specified in this Conservation Easement shall survive indefinitely and shall not be abrogated if Grantee transfers this Conservation Easement to another party. Grantee shall have no liability to Grantor or any other owner for Grantee's acts, taken in good faith, in connection with the administration of this Conservation Easement.

5.12 Further Acts. Each party shall perform any further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may be reasonably necessary to (a) carry out the provisions of this Easement, (b) qualify this instrument as a conservation easement under South Dakota Codified Law or any regulations promulgated pursuant thereto, and (c) if applicable, carry out the Grantor's intent that as of the date hereof this Conservation Easement shall be deemed a transfer of a qualified real property interest for conservation purposes as defined by Section 170(h) of the Internal Revenue Code.

5.13 Local, State and Federal Laws in Effect. The Property remains subject to all applicable local, state and federal laws and regulations.

## **6. Qualified Conservation Contribution Covenants.**

6.1. Assignment and Continuity. Grantee agrees that it will assign or transfer this Conservation Easement only to an assignee that (a) is a Qualified Organization as defined in Section 170(h) of the Internal Revenue Code and which (b) agrees to continue to carry out the conservation purposes of this Conservation Easement as defined under Section 170(h) and the regulations thereunder. No assignment shall be made which adversely affects the status of the transactions herein contemplated under Section 170(h) of the Internal Revenue Code. Any assignee must be an entity able to enforce this Conservation Easement, having purposes similar to those of Grantee that encompass those of this Conservation Easement. If the Grantee ever ceases to exist or no longer qualifies under Section 170(h) or applicable state law, it will assign this Conservation Easement to a Qualified Organization. If it fails to do so, a court with jurisdiction may transfer this easement to another qualified organization having similar purposes that agrees to assume the responsibility.

6.2 Right to inspect. The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property in order to ascertain whether the

provisions of this easement agreement are being observed. Notice of such inspections shall be delivered to the Grantor, her designee(s) or agent(s) at least twenty-four (24) hours prior to such inspection. The inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the State of South Dakota or at a date and time agreeable to the Grantee and Grantor.

Grantee or its designees shall also have the right to inspect the Property at any time, without prior notice, if Grantee has cause to believe the provisions of the Conservation Easement have been, or are being, violated.

- 6.3 Interpretation. This instrument is intended to create a "qualified real property interest" for "conservation purposes," under the provisions of SDCL 1-19B-56 to 1-19B-60, inclusive, and Section 170(h) of the Internal Revenue Code, and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument necessary to qualify the interest hereby granted as such a "qualified real property interest" for "conservation purposes," such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified. If any provision of this Conservation Easement is deemed contrary to the provisions of Section 170(h) of the Internal Revenue Code, such provisions shall be modified or excluded to the extent necessary to cause the interest hereby granted to be so qualified.
- 6.4 Perpetuation of Easement. The fact that any use of the Property that is expressly prohibited by the terms of this Conservation Easement may become greatly more economically valuable than uses permitted by the terms of the Conservation Easement, or that neighboring properties may, in the future, be put entirely to uses that are not permitted by this Conservation Easement, has been considered by Grantor in granting this Conservation Easement and by Grantee in accepting it. Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement. In addition, the inability of Grantor, his or her successors and assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.
- 6.5 Effective date. This Conservation Easement shall become effective when the Grantee files it in the Office of the Register of Deeds for Lawrence County, South Dakota, with a copy of the recorded instrument provided to the Grantee for its conservation easement file.

IN WITNESS WHEREOF, the parties have executed and delivered this instrument on the date or dates set forth below their respective names.

GRANTOR:

Orange Building, LLC

STATE OF SOUTH DAKOTA )  
 )SS.  
COUNTY OF LAWRENCE )

On this 23 day of August, 2019, before me, the undersigned officer, personally appeared Dustin Floyd known to me as the person who executed the foregoing instrument for the purposes therein contained.

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

(SEAL)



Shanna Bridenstine  
Notary Public

My Commission Expires:

2/25/2025

~~My Commission Expires February 25, 2017~~

GRANTEE:

Historic Preservation Commission



By: [Signature] Date: 8-14-2019  
Its: Chairperson

City of Deadwood

By: [Signature] Date: 8/13/19  
Its: Mayor

ATTEST:

[Signature]

Date: 8/14/19

Jessicca McKeown, Finance Officer

## **EXHIBIT A**

### **DESCRIPTION OF PROPERTY**

*(legal description for the deed and/or survey)*

93 Sherman Street

Lot Seven (7), Block Thirty Four (34) of the Original Town of Deadwood, City of Deadwood,  
Lawrence County, South Dakota according to P.L. Rogers Map

## 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 FIRST BAPTIST CHURCH OF THE NORTHERN HILLS, with a record address of 110 Sherman St., Deadwood, SD 57732, hereinafter referred to as "FIRST BAPTIST."

CITY and FIRST BAPTIST agree that CITY shall rent a total of nine (9) spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles located at Lots 26 and 28 in Block 37 of the City of Deadwood, Lawrence County, South Dakota together with such portion of Carney Street as may be vacated adjacent to the westerly line of Lots 26 and 28 as set forth within the following terms and conditions:

### I.

The term of this lease shall be forty-eight (48) months. Commencing January 1, 2020, through December 31, 2023, the parties acknowledge and agree CITY, its employees, representatives and invitees may use the parking spaces twenty-four hours per day, seven (7) days per week.

### II.

In accordance with the rates established by FIRST BAPTIST for the City Parking Lot, CITY agrees to pay to FIRST BAPTIST as rent the sum of Three Hundred and 00/100 Dollars (\$300) per month for all nine (9) parking spaces, for a total of Three Thousand Six Hundred and 00/100ths Dollars (\$3,600.00) per year for the forty-eight (48) months of this lease due and payable on or before the 1st day of January, 2020, and on or before the first day of each January following, through 2023.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a forty-eight (48) month period, and that CITY is obligating itself to pay these parking fees per

space per month for such period without regard to whether or not CITY uses said space or spaces. However, the parties acknowledge that this lease may be terminated early pursuant to paragraph VI, below.

All rent shall be paid and received by FIRST BAPTIST on the due date or lessee shall be assessed a late charge of ten percent (10%) of the unpaid and outstanding rent. If the rent payment is more than fifteen (15) days overdue, FIRST BAPTIST may, at its option, deem this agreement void and take any necessary action to re-rent the spaces or spaces without notice to renter. CITY agrees it is entitled to no further notice under this section.

### III.

FIRST BAPTIST and CITY agree that CITY shall not be assigned specific spaces by FIRST BAPTIST in the City Parking Lot pursuant to this agreement, and such spaces will be available at all times described above for use by CITY. CITY agrees to abide by all rules and regulations established by FIRST BAPTIST for the City Parking Lot. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of FIRST BAPTIST.

### IV.

CITY agrees that it shall not have the right to sublet all or part of the nine (9) parking spaces or assign this lease.

### V.

CITY agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. CITY acknowledges and agrees that it is taking the same risks of the vehicle being stolen or damaged that it would take if it parks on any street. CITY further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that CITY will not request FIRST BAPTIST to pay for any such losses incurred. FIRST BAPTIST specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to CITY's vehicles or its contents while parking in the City Parking Lot. CITY agrees that no bailment is

created for its vehicle or the contents under this Lease Agreement, and that it shall use the City Parking Lot at its own risk and responsibility.

VI.

CITY shall assume all risks incident to the use of the premises as a parking lot and shall indemnify FIRST BAPTIST against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by CITY, and against any loss, damage, or expense resulting from injury to CITY.

VII.

This lease may be renewed at the expiration of its initial term for an additional like term. Either FIRST BAPTIST or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the proposed termination date.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

FIRST BAPTIST CHURCH OF THE NORTHERN HILLS

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned officer,  
personally appeared \_\_\_\_\_, who acknowledged himself to be the  
\_\_\_\_\_ of First Baptist Church of the Northern Hills 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: \_\_\_\_\_



**PRICES ARE SUBJECT TO CHANGE!**

<b>SHIP TO (Provide a street address for UPS):</b>		Bill to: 1267G1
Fire Department or Contact Name	Deadwood Volunteer Fire Department	SD Wildland Fire
Street Address	737 Main Street	3305 W South St
City, State Zip Code	Deadwood, South Dakota	Rapid City, SD 57702
Cell Phone #	<u>605 580-3425 (Kens')</u>	605.393.4229

**\*Email this completed form to [tamara.dierks@state.sd.us](mailto:tamara.dierks@state.sd.us)\***

Tamara Dierks, Training Specialist, 3305 W South St, Rapid City, SD 57702

# BID TABULATION

7A

Retaining Wall Projects

Deadwood Historic Preservation Office

Deadwood, South Dakota

08/27/19 at 2:00 p.m..

City of Deadwood

108 Sherman Street

Engineer: Albertson Engineering, Inc.

Deadwood, SD 57732

<b>BIDDERS / PLAN HOLDERS →</b>		
<b>↓ RETAINING WALL PROJECTS ↓</b>	<b>RCS Construction Inc.</b>	<b>No Other Bidders</b>
<b>291 Williams</b>		
Bid Bond / Security	10%	
<b>Base Bid</b>	\$ 195,800.00	
<b>Alternate 1 (Deduct)</b>	\$ (25,000.00)	
<b>Engineers Estimate: \$174,387.60</b>		



**Albertson Engineering Inc.**

**Opinion of Probable  
Construction Cost**

Project: **291 Williams Street  
Retaining Wall**

Project #: 2017-379  
Date: 7/12/2019

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
<b>Division 1</b>	<b>GENERAL</b>				
	Mobilization	1	LS	\$ 12,000.00	\$ 12,000.00
	Permits	1	LS	\$ 2,000.00	\$ 2,000.00
	Traffic Control	1	LS	\$ 7,500.00	\$ 7,500.00
	Temp Water Service	1	LS	\$ 2,500.00	\$ 2,500.00
<b>Division 2</b>	<b>SITEWORK</b>				
	Remove existing wall	675	SF	\$ 10.00	\$ 6,750.00
	Remove & Replace 5" Asphalt over 6" Basecourse	1279	SF	\$ 12.00	\$ 15,348.00
<b>Division 3</b>	<b>CONCRETE</b>				
	Concrete Wall (Includes subgrade and excavation)	675	SF	\$ 80.00	\$ 54,000.00
	Concrete Cap	100	LF	\$ 25.00	\$ 2,500.00
	Concrete Curb & Gutter	100	LF	\$ 32.00	\$ 3,200.00
	4" Concrete Slab on Grade	325	SF	\$ 6.00	\$ 1,950.00
	12" Concrete Piers	4	EA	\$ 200.00	\$ 800.00
<b>Division 4</b>	<b>MASONRY</b>				
	Masonry Veneer	675	SF	\$ 45.00	\$ 30,375.00
<b>Division 5</b>	<b>METALS</b>				
	Hand Railing	80	LF	\$ 80.00	\$ 6,400.00
<b>Division 5</b>	<b>WOOD</b>				
	Remove Decking (includes stairs)	325	SF	\$ 2.00	\$ 650.00
	New Stairs	1	LS	\$ 3,000.00	\$ 3,000.00
	<b>SUBTOTAL</b>				\$ 145,323.00
	PROFIT/CONTINGENCY/RISK (20%)	20%	LS	\$29,065	\$ 29,064.60
	<b>TOTAL BASE BID</b>				<b>\$ 174,387.60</b>

# BID TABULATION

7B

Retaining Wall Projects

Deadwood Historic Preservation Office

Deadwood, South Dakota

08/27/19 at 2:00 p.m..

City of Deadwood

108 Sherman Street

Engineer: Albertson Engineering, Inc.

Deadwood, SD 57732

<b>BIDDERS / PLAN HOLDERS →</b>		
<b>↓ RETAINING WALL PROJECTS ↓</b>	<b>RCS Construction Inc.</b>	<b>CAI2</b>
<b>562 Williams</b>		
Bid Bond / Security	10%	10% not to exceed \$12,000
<b>Base Bid</b>	\$ 93,600.00	\$ 100,750.00
<b>Alternate 1</b>	NA	NA
<b>Engineers Estimate: \$101,125.00</b>		



**Albertson Engineering Inc.**

**Opinion of Probable  
Construction Cost**

Project: **562 Williams Street  
Retaining Wall**

Project #: 2019-029  
Date: 8/1/2019

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>Division 1</b>	<b>GENERAL</b>				
	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
	Permits	1	LS	\$ 1,000.00	\$ 1,000.00
<b>Division 2</b>	<b>SITEWORK</b>				
	Excavation Crew for behind wall	80	HR	\$ 300.00	\$ 24,000.00
	Demolish Existing Cellar	1	LS	\$ 3,000.00	\$ 3,000.00
	Demolish Existing Wall	1	LS	\$ 1,200.00	\$ 1,200.00
	Drain Lines (includes tie-in at inlet & clean rock)	1	LS	\$ 7,500.00	\$ 7,500.00
	Exported Soils	1	LS	\$ 2,500.00	\$ 2,500.00
	Seeding	200	SY	\$ 10.00	\$ 2,000.00
<b>Division 3</b>	<b>CONCRETE</b>				
	Redi-Rock Retaining Wall (includes leveling pad below)	420	SF	\$ 60.00	\$ 25,200.00
	4" Concrete Slab on Grade w/ gravel below	300	SF	\$ 10.00	\$ 3,000.00
	Pump Truck	1	LS	\$ 1,500.00	\$ 1,500.00
	<b>SUBTOTAL</b>				\$ 80,900.00
	PROFIT/CONTINGENCY/RISK	25%	LS	\$20,225	\$ 20,225.00
	<b>TOTAL BASE BID</b>				<b>\$ 101,125.00</b>

8A

**NOTICE OF PUBLIC HEARING  
BEFORE THE DEADWOOD CITY COMMISSION**

NOTICE is hereby given that the Deadwood City Commission will hold a Public Hearing on a proposed Tax Increment District. Said hearing will be held at the Deadwood City Hall Commission Chambers, located at 102 Sherman Street, on **Monday, September 16, 2019, at 5:05 P.M.** The proposed Tax Increment District includes all or a portion of the following parcels:

LOTS 1, 2, 3, 4 AND 5, BLOCK 11, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO P.L. ROGERS MAP AND AS SHOWN ON PLAT BOOK 3 PAGE 642 AND A TRIANGULAR STRIP ADJOINING LOT 1 FURTHER DESCRIBED AS FOLLOWS: "BEGINNING AT A POINT ON COURSE 1 OF M.S. 216 FROM WHICH POINT CORNER NO. 4 OF M.S. 216 BEARS N. 8° 24' W. A DISTANCE OF 201 FEET; THENCE S 42° 58' E. A DISTANCE OF 123 FEET TO CORNER NO. 2; THENCE N. 63° 28' W. A DISTANCE OF 110 FEET TO CORNER NO. 3; THENCE 19° 32' E. A DISTANCE OF 44 FEET TO CORNER NO. 1 THE PLACE OF BEGINNING ACCORDING TO THE OFFICIAL PLAT OF P.L. ROGERS AND AS SHOWN ON PLAT BOOK 3 PAGE 642 BEING A PORTION OF M.S. 216 IN THE CITY OF DEADWOOD, EXCEPT THAT PORTION DEEDED TO THE STATE OF SOUTH DAKOTA AS SET OUT IN BOOK 376 PAGE 600, BEING A PORTION OF M.S. 216";

LOTS 1 AND 2, FOUR POINT SUBDIVISION, ORIGINAL TOWN OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

LOTS 7, 9, 11, 17 AND 19 IN BLOCK 13, EXCEPTING THEREFROM THE NORTH 70 FEET OF SAID LOT 19, ORIGINAL TOWN, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO THE OFFICIAL PLAT OF P.L. ROGERS OF DEADWOOD;

LOTS 13, 15, 21, AND 23 AND THE NORTHERLY 70 FEET OF LOT 19 IN BLOCK 13, ORIGINAL TOWN OF THE CITY OF DEADWOOD, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

LOTS 25, 27, 29, 31 AND 33, ALL IN BLOCK 13 OF THE CITY OF DEADWOOD, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

PROBATE LOT 186 LOCATED IN THE CITY OF DEADWOOD, ACCORDING TO THE P.L. ROGERS MAP OF SAID CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

LOTS A AND C OF PROBATE LOT 227, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

SCHOOL LOT 66 LOCATED IN THE CITY OF DEADWOOD, ACCORDING TO THE P.L. ROGERS MAP OF SAID CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

LOTS 32, 34, 36, 38, 40, 42 AND 44, BLOCK 12, O.T., CITY OF DEADWOOD, SECTION 23, TOWNSHIP 5 NORTH, RANGE 3 EAST, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA;

LOT 35, BLOCK 13, O.T., CITY OF DEADWOOD, SECTION 23, TOWNSHIP 5 NORTH, RANGE 3 EAST, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA;

LOTS 6 AND 7, BLOCK 11, O.T., CITY OF DEADWOOD, LOCATED IN THE SW¼ OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 3 EAST, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA.

ALL LOCATED IN THE CITY OF DEADWOOD, SECTION 23, TOWNSHIP 5 NORTH, RANGE 3 EAST BLACK HILLS MERIDIAN, LAWRENCE COUNTY, SOUTH DAKOTA INCLUDING WITHIN AND ADJACENT RIGHTS-OF-WAYS.

Interested persons may present written comments to the City Planning Department or appear in person at the Public Hearing scheduled for the time and place specified above.

Dated this 30<sup>th</sup> day of August, 2019

City of Deadwood, Lawrence County, South Dakota

A handwritten signature in black ink, appearing to read 'J. Russell', written over a horizontal line.

Jeremy Russell  
Planning and Zoning Administrator

PUBLISH: Black Hills Pioneer:

Publish once at the total approximate cost of \$

**CITY OF DEADWOOD  
REZONING ANALYSIS  
REQUEST FOR  
AMENDMENT TO  
ZONING MAP**

**NAME:** Steven Hertel

**LEGAL DESCRIPTION:** Aspen Storage 3 of Wilmington Placer M.S. 848, Located in the unplatted portion of Wilmington Placer, M.S. 848, in the SW1/4 of Section 13, T5N, R3E, B.H.M.

**ADDRESS:** 20783 Whitewood Creek Road

**PRESENT ZONE:** CH – Commercial Highway District

**PROPOSED ZONE:** R1 - Residential District

**ASSESSOR'S NO:** 30900-00848-000-03

**BACKGROUND:**

The applicant has submitted to the City a rezoning request from CH – Commercial Highway District R1 - Residential District to allow for residential use of property. The R1 – Residential District is intended to provide locations for areas worthy of housing. The R1 - Residential District is intended to be a setting for a predominance of large lot, single family housing in a rural setting.

The subject property is situated in North Deadwood at the North Boundary on the Whitewood Creek Road. Mr. Hertel has indicated he intends to construct his personal residence adjacent his commercial business.

**COMPLIANCE:**

1. The Zoning Officer provided notice identifying the applicant, describing the project and its location and giving the scheduled date of the public hearing in accordance with Section 17.96.020
2. A sign was posted on the property for which the requests were filed.
3. Notice of the time and place was published in the designated newspaper of the City of Deadwood.

**SECTION 17.100.030 -STANDARDS OF REVIEW:**

**In reviewing an amendment to the text of this Ordinance or an amendment to the Official Zoning District Map, the City Commission and Planning and Zoning Commission shall consider the following:**

- A. Whether the proposed amendment is in conflict with any applicable portions of this Ordinance.

**City of Deadwood  
Change of Zoning  
2019**

*The property in review currently has CH – Commercial Highway Zoning to the South and the City limits boundary on the North boundary of the lot. Consideration may be given to spot zoning, not prohibited by ordinance but not encouraged. Residential Zoning in this instance would be more restrictive.*

- B. Whether the proposed amendment is consistent with all elements of the Deadwood Comprehensive Plan.

*The Comprehensive Plan Land Use Map depicts the area as Tourist Service and intended to contain a uses that primarily support the Deadwood tourist industry. The location does not fit the current land use determination per the Comprehensive Plan and a change to Residential may be more appropriate.*

- C. Whether the proposed amendment is compatible with surrounding Zone Districts and land uses, considering existing land use and neighborhood.

*The subject property is adjacent land zoned CH – Commercial Highway District and the boundary of the City.*

- D. Whether the extent to which the proposed amendment would result in demands on public facilities, and the extent to which the proposed amendment would exceed the capacity of such public facilities, including, but not limited to transportation facilities, sewage facilities, water supply, parks, drainage, schools, and emergency medical facilities.

*The proposed project will not impact the demand on the public facilities. The subject property is not located in Zone X – Areas of 500-year floods; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees-from 100-year flood. The property is proposed to construct a new residential structure to be serviced by a well and septic.*

- E. The effect of the proposed amendment on traffic generation and road safety.

*Currently the property has a low volume of pedestrian traffic and vehicular traffic and the owner also owns much of the adjacent lands.*

- F. Whether the proposed amendment is consistent and compatible with the community character in the City of Deadwood.

*With a proposed additional residential structure to the property the proposed amendment is in harmony with the overall character of existing development of Deadwood.*

- G. Whether there have been changed conditions affecting the subject parcel or the surrounding neighborhood, which support the proposed amendment.

*With the growth of the owners storage business, the owner desires to reside at the property to ensure security of the customers stored items.*

- H. Whether the proposed amendment would be in conflict with the public interest, and is in harmony with the purpose and intent of this Ordinance.

**City of Deadwood  
Change of Zoning  
2019**

*The proposed amendment may or may not be in conflict with the public interest. There have been no comments in support or against this amendment. Two adjacent landowner have contacted the City of Deadwood inquiring about the proposed change but had no concerns with the Zoning Change. Findings of Fact will determine the public interest based on feedback from the public.*

**ACTION REQUIRED:**

- 1. Recommended Approval by Planning and Zoning Commission on 8/22/19**
- 2. First Reading of Ordinance by City Commission**

**ORDINANCE NO.**  
**AN ORDINANCE AMENDING TITLE 17 - ZONING**  
**CITY OF DEADWOOD**  
**ZONING MAP**

Pursuant to a Petition of the City of Deadwood for a Change of Zoning of an area, located in the City of Deadwood, Lawrence County, South Dakota and pursuant to approval by the Deadwood City Commission.

BE IT ORDAINED: By the City of Deadwood, Lawrence County, South Dakota, that an ordinance amending the City of Deadwood Zoning District Map be amended so as to remove the following described real property, to-wit:

Aspen Storage 3 of Wilmington Placer M.S. 848, Located in the unplatted portion of Wilmington Placer, M.S. 848, in the SW1/4 of Section 13, T5N, R3E, B.H.M.

FROM: CH – Commercial Highway District  
TO: R1 - Residential District

BE IT ORDAINED BY THE CITY OF DEADWOOD COMMISSION IN REGULAR SESSION DULY ASSEMBLED THAT:

The official Zoning District Map of the City of Deadwood is hereby amended to change the zoning classification of the following described parcel from CH – Commercial Highway District to R1 - Residential District, to-wit:

Aspen Storage 3 of Wilmington Placer M.S. 848, Located in the unplatted portion of Wilmington Placer, M.S. 848, in the SW1/4 of Section 13, T5N, R3E, B.H.M.

The Zoning Administrator for the City of Deadwood, South Dakota, is hereby directed to make the necessary and appropriate changes and amendments to the Official Zoning Map of the City of Deadwood, on which mentioned property is located, designating said property as **R1 - Residential District**. The parcel contains 1.42 Acres, more or less.

This ordinance shall take effect twenty (20) days after the date of its publication following approval and adoption.

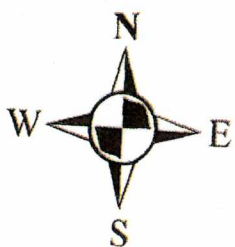
CITY OF DEADWOOD

BY:  
David R. Ruth Jr, Mayor  
City of Deadwood

ATTEST:

Jessicca McKeown, Finance Office  
City of Deadwood

First Reading:  
Second Reading:  
Published:  
Adopted:



Change Of Zoning  
Steven Hertel  
8/21/19



**ORDINANCE NO. 1299**  
**AN ORDINANCE AMENDING TITLE 17 - ZONING**  
**CITY OF DEADWOOD**  
**ZONING MAP**

Pursuant to a Petition of the City of Deadwood for a Change of Zoning of an area, located in the City of Deadwood, Lawrence County, South Dakota and pursuant to approval by the Deadwood City Commission.

BE IT ORDAINED: By the City of Deadwood, Lawrence County, South Dakota, that an ordinance amending the City of Deadwood Zoning District Map be amended so as to remove the following described real property, to-wit:

Aspen Storage 3 of Wilmington Placer M.S. 848, Located in the unplatted portion of Wilmington Placer, M.S. 848, in the SW1/4 of Section 13, T5N, R3E, B.H.M.

FROM: CH – Commercial Highway District  
TO: R1 - Residential District

BE IT ORDAINED BY THE CITY OF DEADWOOD COMMISSION IN REGULAR SESSION DULY ASSEMBLED THAT:

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Aspen Storage 3 of Wilmington Placer M.S. 848, Located in the unplatted portion of Wilmington Placer, M.S. 848, in the SW1/4 of Section 13, T5N, R3E, B.H.M.

The Zoning Administrator for the City of Deadwood, South Dakota, is hereby directed to make the necessary and appropriate changes and amendments to the Official Zoning Map of the City of Deadwood, on which mentioned property is located, designating said property as **R1 - Residential District**. The parcel contains 1.42 Acres, more or less.

This ordinance shall take effect twenty (20) days after the date of its publication following approval and adoption.

Dated this 16th day of September, 2019.

CITY OF DEADWOOD

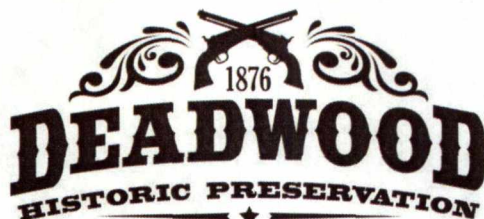
\_\_\_\_\_  
Dave Ruth Jr., Mayor

ATTEST:

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

First Reading: September 3, 2019  
Second Reading: September 16, 2019  
Published: September 19, 2019  
Adopted: October 9, 2019

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



*"The Historic City of the Black Hills"*

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

## MEMORANDUM

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**Date:** August 30, 2019  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Enter Into Agreement with KTM for Design Services for 227 Williams Street Project

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At the direction of City Commission, the Historic Preservation Office solicited a quote for design services from KTM Design Solutions, Inc. to address the sanitary sewer issues at 227 Williams Street for design and bidding services.

This structure, circa 1890, is a contributing resource in the Deadwood National Historic Landmark District. The structure was owned by the holding company of Tin Lizzie's Hampton Inn who donated the property to NeighborWorks-Dakota Home Services. The structure was then sold to the current owners, Kevin and Brenda Oberembt, who wish to restore this historic structure; however, the project is on hold until sewer services are provided to the lot line.

Before the rehabilitation process can begin on this structure, the issue of a lack of a sewer system needs to be addressed. The existing septic system cannot be used and a new septic system cannot be installed due to lot constraints. Furthermore, it is typically not desirable to have a septic system within the City Limits when other options are available. A solution to save this historic structure and address another underutilized residential property, which has been in a deteriorated state, is to design and construct a new sanitary sewer line connecting to city services. Without this necessary sewer line, the historic structure will not be restored and therefore renders this structure nearly useless.

Once the engineering and construction documents are complete, the City will bid the project out as a public project providing sewer line to an existing historic resource.

### RECOMMEND MOTION:

*Move to entered into a contract with KTM Design Solutions in the amount not to exceed \$9,440.00 for the design and bidding services for a sanitary sewer line for 227 Williams Street out of HP professional services line item.*



KTM DESIGN SOLUTIONS, INC.  
628 ½ Sixth Street, Suite 201  
Rapid City, SD 57701  
[p] 605-791-5866 [f] 605-791-5863  
[e] engineers@ktmdsi.com [w] ktmdesignsolutions.com

## **PROPOSAL FOR DESIGN AND BIDDING SERVICES**

**Date:** August 20<sup>th</sup>, 2019  
**Project:** Repair Sanitary Sewer Service – 227 Williams  
Deadwood, SD  
**Client:** Mr. Kevin Kuchenbecker  
Historic Preservation Officer  
Deadwood, SD  
**Engineer:** Michael Towey, PE  
KTM Design Solutions, Inc.  
628 ½ Sixth Street, Suite 201  
Rapid City, SD 57701

Dear Kevin,

Thank you for the opportunity to provide our proposal for design and bidding services for the Repair Sanitary Sewer Service – 227 Williams project in Deadwood, SD. Based on our review of the project and preparation of the draft "Address Sanitary Sewer Issues – 227 Williams" dated 07.30.2018, we have prepared the following proposal for your review and approval.

### **PROJECT UNDERSTANDING:**

Our understanding of the project is as follows:

- Investigative, design, and bidding services are required for this project.
- KTM will develop two (2) standard submittals (65% and 100%) for City and Owner review and approval. Submittals will be electronic and include 11" x 17" plans and associated Project Manual.
- Project generally includes the development of a sanitary sewer wet well system pumped to an existing gravity manhole at Williams Street and Spring Creek Road.
- KTM will prepare as-built drawings based on Contractor

KTM has prepared this investigative, design, and bidding services proposal in conjunction all project documents. Our scope of work and breakdown of fees is summarized as follows:

### **TASK 1 – INVESTIGATIVE SERVICES**

- 1.1 KTM will request utility locates for this area and complete a topographical survey for the projected work area. This topographical survey will become our base map for necessary design tasks.

<b>Task 1 – Investigative Services:</b>	<b>\$ 3,050.00</b>
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▪ CIVIL ENGINEERING ▪ LAND SURVEYING ▪ LAND PLANNING ▪  
▪ PROJECT MANAGEMENT ▪ CONSTRUCTION ADMINISTRATION ▪

## **TASK 2 – CONSTRUCTION DOCUMENTS**

This task includes the development of construction documents needed to construct the necessary infrastructure improvement to support the project.

- 2.1 KTM will prepare utility plans in accordance with the "Project Understanding" paragraph. KTM will prepare and submit preliminary construction plans/project manual (65%) for Client's review/approval and final construction plans/project manual (100%) for Client's approval.
- 2.2 All plans and supplemental specifications will be prepared in conjunction with the City of Rapid City IDCM, City of Rapid City Standard Specifications, and SDDENR design criteria.
- 2.3 KTM will prepare an engineer's estimates of probable construction cost in each phase for the Client's review.
- 2.4 KTM will prepare and submit to the City of Deadwood "Record Drawings" based on the Contractor's redline "as-built" markings. It is anticipated that a single submittal will be required.

<b>Task 2 – Construction Documents</b>	<b>\$ 3,750.00</b>
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## **TASK 3 – BIDDING SERVICES:**

This task includes the bidding services for a single utility project.

- 3.1 KTM will coordinate and conduct a Pre-bid Conference, prepare an agenda and record attendance and minutes. Minutes for the meeting will only be distributed to the CLIENT.
- 3.2 KTM will prepare and issue addenda to the bid documents as required.
- 3.3 KTM will review Bidder's Proposals and sign the project Bid Tab, and prepare an award recommendation letter to CLIENT.
- 3.4 KTM will prepare construction documents and supporting information for the Contractor to sign and submit to CLIENT for distribution and approval, as necessary.

<b>Task 3 – Bidding Services</b>	<b>\$ 2,100.00</b>
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## **TASK 4 – CONSTRUCTION ADMINISTRATION:**

- 4.1 KTM will review all shop drawings and submittals and take action as needed.

<b>Task 3 – Construction Administration</b>	<b>\$ 540.00</b>
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Construction administration services such as onsite observation services, maintaining a project workbook with project notes, testing records, and other relative documents will be completed as requested by CLIENT. This work will be invoiced as an hourly service plus reimbursable expenses per KTM's 2019 hourly rates.

## **SCHEDULE:**

KTM understands that time is of the essence. Design of the project will need to begin approximately 4 - 6 weeks prior to the desired start of bidding and construction in order to be fully approved by City staff.

**ACCEPTANCE:**

KTM requests written acceptance of this proposal in the Payment section below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, or 2) written or electronic notification for KTM to proceed with any of the Services described in this proposal.

**PAYMENT:**

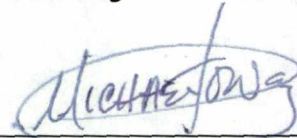
KTM proposes to provide Client the above listed civil design and surveying services on a fixed fee basis. We have estimated our total fee for this project to be Nine Thousand Four Hundred Forty Dollars and no cents (\$ 9,440.00) plus reimbursable expenses and applicable local sales tax. Please note, our fees will be in effect for ninety (90) days after issuance of this proposal, after which they will be subject to review and adjustment where necessary.

This Agreement may only be changed by written amendment executed by both parties. KTM's standard terms and conditions are included in Exhibit A. KTM's Hourly Rates are shown in Exhibit B. This Agreement, together with the items identified above and attached hereto, constitutes the entire agreement between Client and KTM and supersedes all prior written and oral understandings. KTM services are defined solely by this Agreement and not by any other contract or agreement which may be associated with this Project.

This Agreement will be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Sincerely,

**KTM Design Solutions, Inc.**



Michael Towey, Acting President

**ACCEPTANCE:**

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

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

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

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

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

## Standard Terms and Conditions

The Agreement is supplemented to include the following terms and conditions:

### 1. Standard of Care

a. The standard of care for all professional services performed or furnished by KTM under this Agreement will be the care and skill ordinarily used by members of KTM's profession practicing under similar circumstances at the same time and in the same locality. KTM makes no warranties, express or implied, under this Agreement or otherwise, in connection with KTM's services.

b. CLIENT shall be responsible for, and KTM may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to KTM pursuant to this Agreement. KTM may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

### 2. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and KTM and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or KTM. KTM's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against KTM because of this Agreement or the performance or nonperformance of services hereunder.

### 3. Payments to KTM

Invoices will be prepared in accordance with KTM's standard invoicing practices and will be submitted to CLIENT by KTM monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due KTM for services and expenses within 30 days after receipt of KTM's invoice therefore, the amounts due KTM will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, KTM may, after giving seven days written notice to CLIENT, suspend services under this Agreement until KTM has been paid in full all amounts due for services, expenses, and other related charges.

### 4. Insurance

KTM will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.

### 5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, KTM shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of KTM or KTM's officers, directors, partners, employees, and consultants in the performance of KTM's services under this Agreement.

b. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless KTM, KTM's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute

resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. In addition to the indemnity provided under paragraph 5.b. of this Exhibit, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless KTM and KTM's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph 5.c. shall obligate CLIENT to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

d. To the fullest extent permitted by law, KTM's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of KTM and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that KTM's negligence bears to the total negligence of CLIENT, KTM, and all other negligent entities and individuals.

e. The indemnification provision of Paragraph 5.a. is subject to and limited by the provisions agreed to by CLIENT and KTM in Paragraph 7, "Limit of Liability," of this Agreement.

### 6. Exclusion of Special, Incidental, Indirect, and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, KTM and KTM's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project, Task Order, or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of KTM or KTM's officers, directors, partners, employees, agents, or KTM's Consultants, or any of them.

### 7. Limit of Liability

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of KTM and KTM's officers, directors, partners, employees, agents, and KTM's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of KTM or KTM's officers, directors, partners, employees, agents, or KTM's Consultants, or any of them, shall not exceed the total compensation received by KTM under this Agreement.

**8. Termination of Contract**

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to KTM all amounts owing to KTM under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

**9. Access**

CLIENT shall arrange for safe access to and make all provisions for KTM and KTM's Consultants to enter upon public and private property as required for KTM to perform services under this Agreement.

**10. Hazardous Environmental Conditions**

It is acknowledged by both parties that KTM's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event KTM or any other party encounters a Hazardous Environmental Condition, KTM may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CLIENT acknowledges that KTM is performing professional services for CLIENT and that KTM is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with KTM's activities under this Agreement.

**11. Patents**

KTM shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

**12. Client Ownership and Reuse of Documents**

All documents prepared or furnished by KTM pursuant to this Agreement are instruments of service, and KTM shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk; and CLIENT agrees to indemnify, and hold KTM harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CLIENT or by others acting through CLIENT.

**13. Use of Electronic Media**

a. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by KTM. Files in electronic media format of text, data, graphics, or of other types that are furnished by KTM to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, KTM makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by KTM at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. KTM shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

**14. Force Majeure**

KTM shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond KTM's reasonable control.

**15. Assignment**

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

**16. Binding Effect**

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

**17. Severability and Waiver of Provisions**

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and KTM, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**18. Survival**

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

**19. Headings**

The headings used in this Agreement are for general reference only and do not have special significance.

**20. Controlling Law**

This Agreement is to be governed by the law of the State of South Dakota.

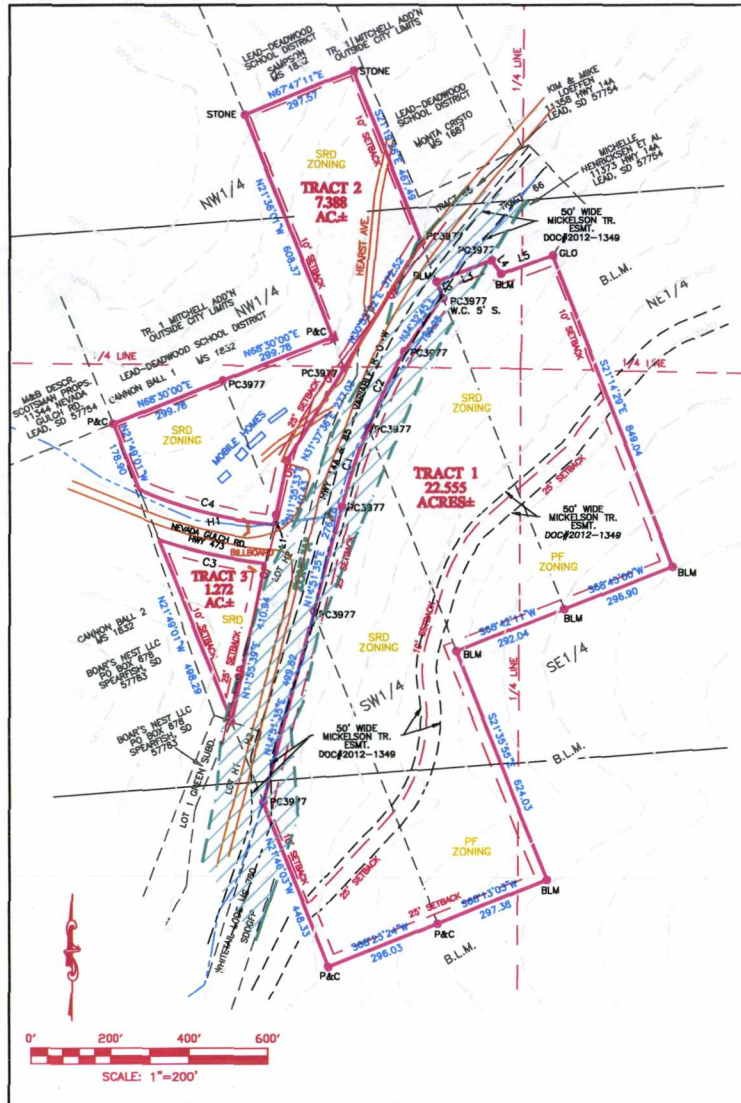
**21. Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

## 2019 RATE SCHEDULE

<u>STAFF</u>	
Principal/Project Manager .....	\$137.00
Project Engineer III .....	\$122.00
Project Engineer II .....	\$112.00
Project Engineer I .....	\$102.00
Design Engineer III .....	\$92.00
Design Engineer II .....	\$82.00
Design Engineer I .....	\$72.00
Engineering Technician III .....	\$83.00
Engineering Technician II .....	\$73.00
Engineering Technician I .....	\$63.00
Engineering Intern III .....	\$52.00
Engineering Intern II .....	\$49.00
Engineering Intern I .....	\$46.00
Administrative III .....	\$70.00
Administrative II .....	\$60.00
Administrative I .....	\$50.00
Construction Administrator III .....	\$90.00
Construction Administrator II .....	\$80.00
Construction Administrator I .....	\$70.00
Land Surveyor III .....	\$125.00
Land Surveyor II .....	\$110.00
Land Surveyor I .....	\$95.00
Survey Crew Chief III .....	\$95.00
Survey Crew Chief II .....	\$85.00
Survey Crew Chief I .....	\$75.00
Survey Technician III .....	\$70.00
Survey Technician II .....	\$65.00
Survey Technician I .....	\$60.00
<u>REIMBURSEABLES</u>	
Mileage .....	\$0.58
Mileage (Survey) .....	\$0.70
Prints/Copies .....	cost
Travel/Lodging .....	cost
Survey Materials .....	cost
Survey Equipment .....	\$50.00

1001



OWNER/DEVELOPER:  
CITY OF DEADWOOD  
102 SHERMAN ST.  
DEADWOOD, SD 57732

SURVEYOR'S CERTIFICATE  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
I, JOHN M. ARLETH, 24 CLIFF STREET, DEADWOOD, SD,  
DO HEREBY CERTIFY THAT I AM A LICENSED LAND  
SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT  
THE REQUEST OF THE OWNER AND UNDER MY  
SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND  
PLATTED THE PROPERTY SHOWN AND DESCRIBED  
HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION  
AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL  
CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH  
DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF  
SURVEYING.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

JOHN M. ARLETH, R.L.S. 3977

APPROVAL OF THE PLANNING COMMISSION  
APPROVED BY THE PLANNING AND ZONING COMMISSION OF  
THE COUNTY OF LAWRENCE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_.

ATTEST: \_\_\_\_\_  
SECRETARY DATE  
\_\_\_\_\_  
CHAIRMAN DATE

APPROVAL OF THE PRELIMINARY PLAT DOES NOT CONSTITUTE  
ACCEPTANCE OF THE FINAL PLAT. THE APPROVAL SHALL  
LAPSE UNLESS A FINAL PLAT, BASED HEREON, IS SUBMITTED  
WITHIN TWO (2) YEARS FROM THE DATE OF APPROVAL OF THE  
PRELIMINARY PLAT.

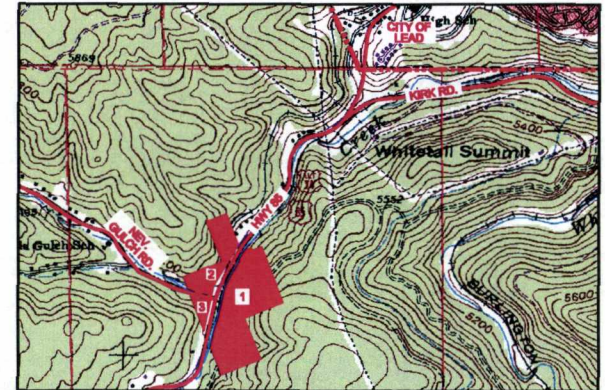
THIS PRELIMINARY PLAT WILL EXPIRE ON \_\_\_\_\_

APPROVAL OF THE COUNTY AUDITOR  
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE  
BE IT RESOLVED THAT THE LAWRENCE COUNTY BOARD OF  
COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY  
APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE  
REGISTER OF DEEDS, LAWRENCE COUNTY, S.D. DATED  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_.

AUDITOR: \_\_\_\_\_

CHAIRMAN: \_\_\_\_\_

PRELIMINARY PLAT OF TRACTS 1, 2 AND 3;  
BEING A SUBDIVISION OF THE THE DETROIT LODGE, M.S. 771,  
THE TERMINUS LODGE, M.S. 772, THE DEPOT LODGE, M.S. 773  
AND THE UNCLE TOM LODGE, M.S. 774; EXCEPTING THEREFROM HIGHWAY RIGHT-OF-WAY;  
LOCATED IN THE NE1/4, SE1/4, SW1/4 AND NW1/4 OF SECTION 5, T4N, R3E, B.H.M.,  
LAWRENCE COUNTY, SOUTH DAKOTA



LOCATION MAP  
NOT TO SCALE

LEGEND:  
○ FOUND MONUMENT AS NOTED  
● SET REBAR AND CAP STAMPED RLS 3977  
—OP— OVERHEAD POWER LINE  
—ST— STORM PIPE  
■ POWER POLE

NOTES:  
1. TOTAL AREA PLATTED THIS PLAT: 31.215 ACRES±.  
TOTAL AREA R-O-W THIS PLAT: 0.00 ACRES±.  
AVERAGE AREA PER LOT: 10.405 ACRES±.  
2. 5' UTILITY EASEMENT ON INTERIOR OF ALL LOT LINES.  
3. ZONING IS PARK FOREST AND SUBURBAN RESIDENTIAL PER LAWRENCE CO. GIS  
ZONING MAP. PROPERTY IS SERVED BY THE DEADWOOD SCHOOL DISTRICT AND LEAD  
POSTAL DISTRICT.  
4. TRACTS 2 AND 3 ARE SERVED BY ELECTRIC UTILITY, WELL AND SEPTIC. UTILITIES  
AVAILABLE TO TRACT 1.  
5. PROPOSED USE - OWNER RESIDENTIAL  
6. CONTOUR INTERVALS - 10'  
7. FLOOD DATA - THE SUBJECT PROPERTIES ARE IN ZONES "X" AND ZONE "A"  
ACCORDING TO FEMA, COMMUNITY-PANEL NUMBER 46081C 0325 F; EFFECTIVE DATE:  
APRIL 17, 2012.

	PREPARED BY: ARLETH LAND SURVEYING 24 CLIFF STREET DEADWOOD, SD 57732 605-578-1637	JOB NO. 8361	AUGUST 27, 2019
		SCALE: 1"=200'	REV:
		DRAWN BY: FD	
		APPROVED: JMA	
		DWG: 8361.dwg	

10E

**RESOLUTION NO. 2019-30  
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approve the following be declared surplus, and sold in conjunction with Lawrence County Surplus Auction on Saturday, September 28, 2019 in Spearfish.

1979 Ford F378S – VIN #F37SPFE1895 (Welder Truck) with Big 40 Welder – VIN#NK301012  
1987 Ford F800 – VIN #1FDXF82H9HVA34088  
1995 Mustang Skid Steer – Model 940 – Serial #5177303  
2001 Chevrolet CK15 – VIN#1GCEK14T41Z287088  
2003 Chevrolet CK25903 – VIN#1GCHK24U63E324261  
2007 Chevrolet CK36003 – VIN#1GBJK34GX7E129372 (Sander) with Plow – VIN#6272 SCO96C and Sanding Box  
2003 Chevrolet CK Reg – VIN#1GCHK24U33E317719  
Cushman Truckster – VIN#1CUNH2221JL013705  
John Deere 455 – VIN#M00455DO50241 (Tractor)  
Yazoo M185 – VIN#1726707196 (Mower 18HP)  
2003 Chevrolet – C15906 Suburban – VIN#1GNFK16Z23J259059  
1996 Ford Mustang – VIN#1FALP4047TF218706  
2005 Jeep Liberty – VIN#1J4GL48K45W609187  
2010 Chevrolet Tahoe – VIN#1GNUKAE04AR185474

Dated this 3rd day of September, 2019.

City of Deadwood

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

ATTEST:

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

10F

DRAFT

# AIA® Document G701™ - 2001

## Change Order

<b>PROJECT</b> (Name and address): 336 Williams St Deadwood, SD	<b>CHANGE ORDER NUMBER:</b> 001 <b>DATE:</b> 08/29/2019	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address): Central America Inc. 515 S Main Street Lead, SD 57754	<b>ARCHITECT'S PROJECT NUMBER:</b> 2015-320 <b>CONTRACT DATE:</b> <b>CONTRACT FOR:</b> General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
See attached for RFP 1.

RFP 2 pertains to the owner's portion of the contract.

The original Contract Sum was  
The net change by previously authorized Change Orders  
The Contract Sum prior to this Change Order was  
The Contract Sum will be decreased by this Change Order in the amount of  
The new Contract Sum including this Change Order will be

\$	113,000.00
\$	0.00
\$	113,000.00
\$	4945.06
\$	108,054.94

The Contract Time will be unchanged by zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Albertson Engineering Inc.</u> <b>ARCHITECT</b> (Firm name)	<u>CAI Construction</u> <b>CONTRACTOR</b> (Firm name)	<u>City of Deadwood</u> <b>OWNER</b> (Firm name)
<u>3202 West Main, Suite C, Rapid City, SD</u> <b>ADDRESS</b>	<u>515 South Main St, Lead, SD</u> <b>ADDRESS</b>	<u>108 Sherman Street, Deadwood, SD</u> <b>ADDRESS</b>
<u>BY (Signature)</u> <u>Jared Schippers</u> (Typed name)	<u>BY (Signature)</u> <u>(Typed name)</u>	<u>BY (Signature)</u> <u>(Typed name)</u>
<u>8-29-2019</u> <b>DATE</b>	<u>DATE</u>	<u>DATE</u>



## Albertson Engineering Inc.

August 30, 2019

Kevin Kuchenbecker and Bob Nelson Jr.  
City of Deadwood  
108 Sherman Street  
Deadwood, SD 57732

RE: Proposal for Engineering Services  
Whitewood Creek Flood Assessment  
Deadwood, SD  
Albertson Engineering File #2019-309

Dear Kevin & Bob,

We greatly appreciate the opportunity to present this proposal for the Assessment of Whitewood Creek result from the July 4, 2019 storm damage. The following summarizes our understanding of the project, proposed scope of work, and proposed compensation.

### PROJECT DESCRIPTION

Our proposal is based on the site meeting we conducted on August 20, 2019, with focus on Site #3 and Site #6 per the attached Site Maps. During the 8/20 site visit, background involvement between Deadwood and FEMA was shared, and it was explained that the City is requesting a proposal for an Assessment Report of these areas.

The proposed team will consist of Albertson Engineering Inc. (structural), KTM Design Solutions, Inc. (Civil), and American Engineering Testing, Inc. (geotechnical).

### SCOPE OF WORK

Our proposal is based upon providing the following services for the project:

- Conduct site visits as required.
- Drill (1) Standard Penetration Test (SPT) boring on the high side of the east bank at Site #3 (see attachment for proposed location). This boring will assist in determining bank stability repair options and associated costs.
- Drill (1) SPT boring in the parking lot near the failed creek bank along Site #6 (see attachment for proposed location). This boring will assist in determining bank stability repair options and associated costs.
- Prepare an Assessment Report for the City of Deadwood of Site #3 and Site #6. Report to include the following:

#### **Albertson Engineering Inc.**

Rapid City Office  
3202 West Main, Suite C  
Rapid City, SD 57702  
605-343-9606

Sioux Falls Office  
315 North Main Avenue, Suite 200  
Sioux Falls, SD 57104  
605-274-0880

Winner Office  
202 South Main  
Winner, SD 57580  
605-842-1144

- Opinion of current conditions of Site #3, including:
  - Slope stability concerns, floodplain/floodway concerns, storm sewer outlets high side of south bank, erosion of soft soils below bedrock
- Opinion of current conditions of Site #6, including:
  - Varying degrees of gabion wall failure, slope stability issues by Powerhouse Park affecting parking lot safety, floodplain/floodway concerns, erosion below existing retaining walls, including along Deadwood Mountain Grand
- Present conceptual options for recommended repairs. Options to include preliminary opinion of probable cost.
- Categorize and prioritize deficiencies and corresponding recommended repairs.
- Deliver Report to City of Deadwood September 27, 2019.
- Please note that a scour analysis of Whitewood Creek is not included within this proposal. A scour analysis will need to be performed concurrently with any repair design, and we would be happy to provide these services upon request.

#### COMPENSATION

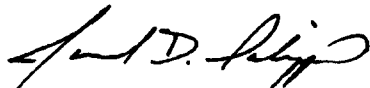
We are proposing to provide the engineering assessment services for the project described above for a lump sum fee provided below (reimbursable expenses and applicable taxes are in addition to the amounts stated):

- Assessment Report \$18,670

Anticipated reimbursable expenses for the project include mileage. Mileage to be billed at the standard IRS rate.

Thank you for the opportunity to present this proposal. Please call if you have any questions, or if we can be of further assistance.

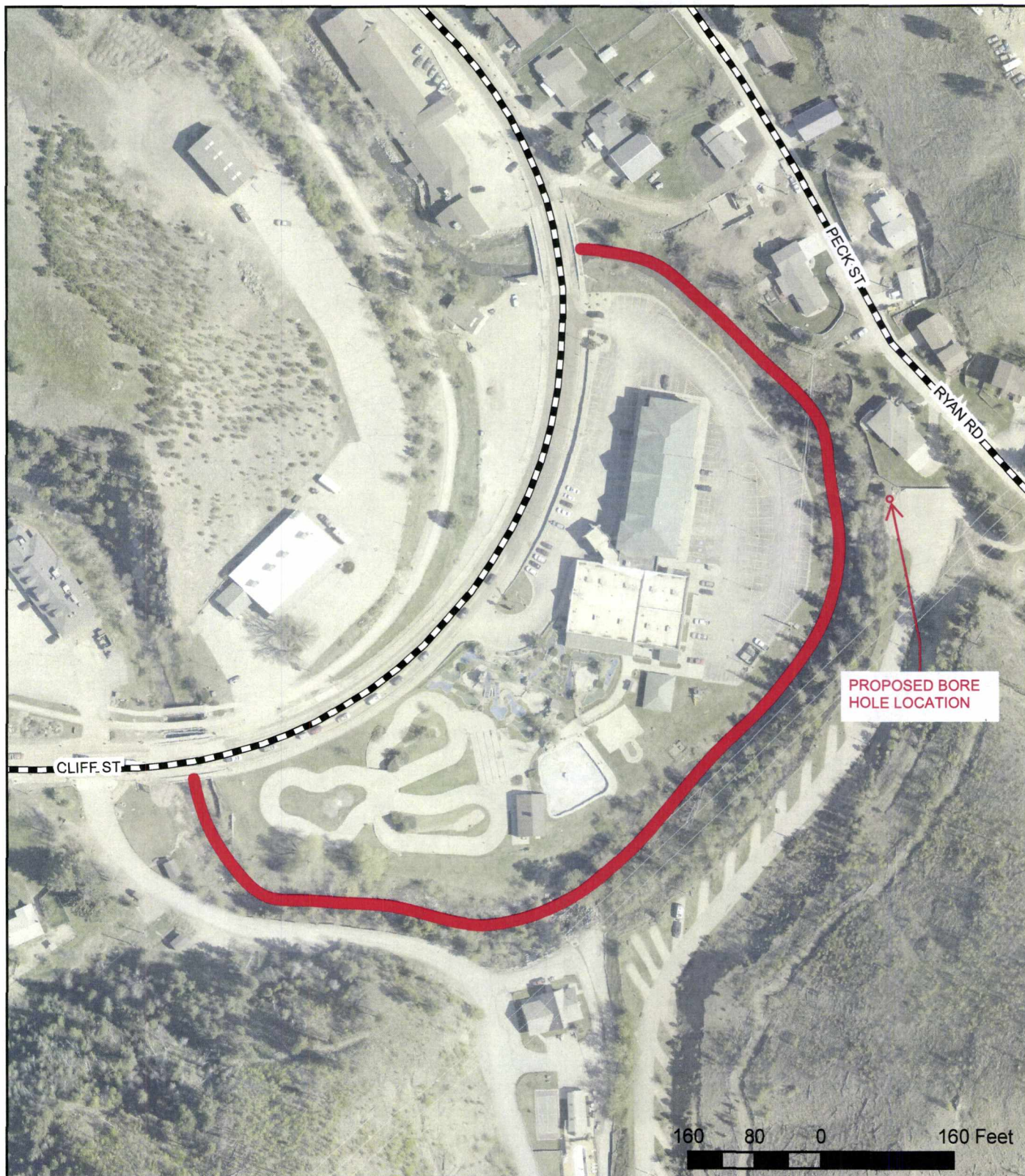
Sincerely,



Jared D. Schippers, PE, Principal



**Albertson Engineering Inc.**



### *Damage Assessment Areas*

#### *Site #3*

*103 Degrees 43 Minutes 55.24 Seconds W  
44 Degrees 21 Minutes 51.09 Seconds N*



## Damage Assessment Areas

Site #6

103 Degrees 43 Minutes 43.76 Seconds W  
44 Degrees 22 Minutes 15.47 Seconds N



**Subject: Lawrence County Comprehensive Plan Update Stakeholder Meeting Invite**

Good morning:

The Lawrence County Commission and Planning and Zoning Board would like to invite you to attend an upcoming **Comprehensive Plan Update Stakeholder Meeting on Tuesday, September 24<sup>th</sup> from 1:00 to 2:30 pm at the Sanford Lab Homestake Visitor Center in Lead** for local **Industry Partners**. At the meeting we will discuss the County's progress on implementing the existing Comprehensive Plan and gather your input on issues impacting Lawrence County today and into the future. If you are unable to attend the meeting at the time identified above, we have scheduled an alternate meeting on Tuesday, September 24<sup>th</sup> from 4:00 to 5:30 pm at the Sanford Lab Homestake Visitor Center.

The Comprehensive Plan is a policy guide for decisions that affect the physical and socioeconomic development of Lawrence County. The Plan has been in place since the 1970s and is periodically updated to respond to changing circumstances and community needs. Comprehensive Plan updates occurred in 1998 and 2005. This Comprehensive Plan update is anticipated to be completed in the spring/summer of 2020. Your input and expertise are needed to ensure that the Comprehensive Plan Update reflects the vision and needs of the Lawrence County community.

In addition to in-person meetings, we have developed a short survey to gather community input. Please take the survey, and encourage your colleagues to take the 5-minute community survey at [www.lawrencecountycompplan.com](http://www.lawrencecountycompplan.com) by October 4<sup>th</sup>.

Finally, please reply to this email to let me know if you are able to join us at a Stakeholder Meeting. If your schedule doesn't allow for you to attend, I would be happy to talk with you individually to hear your thoughts.

Thank you, and I hope to see you soon.

Ali

Ali DeMersseman, Executive Director

West River Business Service Center  
Black Hills Council of Local Governments  
730 East Watertown Street, Rapid City, SD 57701  
Main: (605) 394-2681 ext. 1244  
Direct: (605) 721-6135