

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

Regular Meeting
5:00 p.m. Monday, July 15, 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 July 1, 2019**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Proclamation declaring July 17, 2019 International J-1 Student Workers Day in the City of Deadwood. (page 32)
- B. Joe Schmitz – Stage Run Resident

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. Approve Special Alcohol License for Cadillac Jacks to serve liquor at Event Complex Saturday, September 7 from 4:00 p.m. to 10:00 p.m. for Deadwoods All In Freestyle Motocross Event. No public hearing necessary since license is on publicly owned property
- B. Allow use of public property at the Event Complex on Tuesday, September 3 through Monday, September 9 for Deadwoods All In Freestyle Motocross Show. Deposit has been received. (page 33)
- C. Allow use of public property at the Event Complex on September 20 and September 21 for Black Hills Veterans March and Marathon. Deposit has been received. (page 36)
- D. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Stephen N. Brown.
- E. Accept Mayor's appointment of Jeffrey Lawler to the Planning and Zoning Commission for a 5-year term. (page 39)
- F. Permission to purchase Tommy Lift Gate from Northern Truck Equipment in the amount of \$3890.00. (Parks Budget) (page 40)
- G. Make 2019 budgeted allocation to the Days of '76, Inc. in the amount of \$10,000 from the Bed & Booze account. (page 41)
- H. Make 2019 budgeted allocation to Friends of the Twin Cities Animal Shelter in the amount of \$3250.00, for Spay and Neuter funds from Police Professional Services. (page 42)

- I. Approve updated job description for Transportation and Facilities Director. (page 43)
- J. Approve updated job description for Zoning Administrator. (page 52)
- K. Approve updated job description for Historical Preservation Officer. (page 62)
- L. Approve updated job description for Recreation Center Director. (page 71)
- M. Approve updated job description for Building Inspector. (page 80)
- N. Resolution 2019-28 To Declare Emergency due to rain Storm July 4 and 5th, 2019. (page 91)
- O. Resolution 2019-27 Sign Ordinance Bond Fee Schedule. (page 92)
- P. Permission for Mayor to sign Loan Agreement with Case Library, Black Hills State University for Lawrence County Tax Records. Replaces the agreement approved June 3, 2019. (page 94)
- Q. Permission to order new loader arms for Parks department loader in the amount of \$5250.00 (installed) from Butler Machinery. (To be paid from Parks R&M budget.
- R. Permission to purchase 5500 gallons of gasoline @ \$2.48 per gallon from South Side Service.
- S. Permission to hire Schmidt Construction, in the amount of \$3,500, to install 532 square feet of concrete in front of Rec Center for brick pavers that were removed for heated sidewalk project. (Paid from Public Buildings budget.)
- T. Permission to hire Schmidt construction to install concrete in creek access that was washed out from storm not to exceed \$3,600, to be paid from Parks R&M budget.

7. BID ITEMS

8. PUBLIC HEARINGS

- A. Hold public hearing for All in One Motocross Event: open container September 7 at Event Complex. (page 99)
- B. Hold public hearing for Deadwood Jam activities: street closure September 13 through September 15, open container in zones 1 and 2 September 13 and 14, waiver of banner and vending fees September 13 and 14 for the following non-profit: Deadwood Jam. (page 103)
- C. Set public hearing on July 24 for a special meeting at 4:45 p.m. for Motorcycle Parking: parking on Main Street Friday, August 2 through Sunday, August 11, parking in Interpretive Lot Thursday, August 1 through Sunday, August 11

9. OLD BUSINESS

10. NEW BUSINESS

- A. Permission for Mayor to sign Outlaw Square Policies and Procedures manual. (page 107)
- B. Approve Funding sources for Outlaw Square as presented by Committee. (page 124)
- C. Second Reading of Ordinance #1296 Amending Chapter 15.01 International Building Code. (page 126)
- D. Permission for Mayor to sign Permanent Access Easement with Steven and Kay French for parking and access. (page 127)

- E. First Reading of Ordinance #1297 Amending Chapter 12.50 Staging Areas. (page 133)
- F. Permission for Mayor to sign contract with Suez (Utility Service Co., Inc.) for water tank maintenance of 400,000 gallon McGovern tank with financial commitments of: Years 1-2 \$2,000; Years 3-8 \$24,770; Year 9 \$10,430. First year due upon execution of contract. (page 136)
- G. Permission for Mayor to sign contract with Suez (Utility Service Co., Inc.) for water tank maintenance of 500,000 gallon McGovern 2 tank with financial commitments of: Year 1 \$2,000; Years 2-7 \$28,953; Year 8 \$12,878. First year due upon execution of contract. (page 141)
- H. Permission to allow Fire Chief, Jason Rakow, to sign contract with South Dakota Department of Agriculture Wildland Fire Division to cooperate in fire prevention and suppression efforts, in pursuant to SD 41-20A and SDCL 1-24. (page 146)
- I. Permission to purchase new server, with installation, for City Hall from Golden West Technologies, amount not to exceed \$89,865.25 to be paid from Data Processing Budget. (\$75,000 budgeted, remaining will need budget supplement due to increase of pricing of hardware.) (page 152)

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

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, JULY 1, 2019

The Regular Session of the Deadwood City Commission convened on Monday, July 1, 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 Katelyn A. Cook, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble. Commissioner Gary Todd was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTE

Martinisko moved, Johnson seconded to approve as amended the minutes of June 17, 2019.

Roll Call: Aye-All. Motion carried.

JUNE, 2019 PAYROLL: COMMISSION, \$2,605.76; FINANCE, \$19,049.40; PUBLIC BUILDINGS, \$8,243.90; POLICE, \$79,885.53; FIRE, \$5,373.64; BUILDING INSPECTION, \$4,142.00; STREETS, \$41,577.84; PARKS, \$30,705.08; PLANNING & ZONING, \$5,210.88; LIBRARY, \$7,074.52; RECREATION CENTER, \$15,366.95; HISTORIC PRESERVATION, \$17,211.66; WATER, \$15,627.12; MT. MORIAH, \$5,564.90; PARKING METER, \$10,780.46; TROLLEY, \$22,681.53; PARKING RAMP, \$1,889.68. **PAYROLL TOTAL: \$292,990.85.**

JUNE, 2019 PAYROLL PAYMENTS:

Internal Revenue Service, \$72,317.33; S.D. Retirement System, \$27,992.54; Delta Dental, \$4,096.50.

APPROVAL OF DISBURSEMENTS

Struble moved, Martinisko seconded to approve the July 1, 2019 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	291.13
ACE HARDWARE	SUPPLIES	26.46
ADAMS	SUPPLIES	3,303.17
ADAMS SALVAGE RECYCLING	REIMBURSEMENT	148.24
AFFORDABLY CREATIVE	SERVICE	7,000.00
ALLEGIAN'T EMERGENCY	SERVICE	493.50
ALSCO	SUPPLIES	534.20
AMANO MCGANN	SERVICE	650.00
ANCESTOR CONCRETE	PROJECT	17,305.32
ARCADIA PUBLISHING	SERVICE	246.29
ARMOUR ROOFING	PROJECT	14,432.00
ATCO INTERNATIONAL	SUPPLIES	97.00
BLACK HAWK VANS	PROJECT	17,865.00
BH CHEMICAL	SUPPLIES	4,415.04
BH PIONEER	SERVICE	531.49
BLACK HILLS SECURITY	SERVICE	2,157.45
BLAIR, LINDA	REIMBURSEMENT	155.81
CAMPBELL SUPPLY	SUPPLIES	262.19
CHAINSAW CENTER	SUPPLIES	160.84
DAKOTA LUMBER	PROJECT	2,546.60
DEADWOOD ALIVE	JULY	20,000.00
DEADWOOD CHAMBER	BILL LIST/DID 8	80,043.85
DEADWOOD ELECTRIC	SERVICE	507.14
DVFD	STAFFING	1,188.66
DEADWOOD GAMING	BID #8	10,000.00
DIAMOND VOGEL PAINT	SUPPLIES	118.00
ECOLAB	SERVICE	90.00
EPSCO ENVIRONMENTAL	SUPPLIES	45.48
EXHAUST PROS	REPAIR	80.00
FIRST GOLD HOTEL	PAYMENT	6,500.00
FIRST INTERSTATE BANK	TIF PAYMENT	19,097.78
FIRST NATIONAL CREDIT CARD	SUPPLIES	3,962.29
FLACK TRUCKING	SOIL	800.00
FMG ENGINEERING	TESTING	2,417.70
FREEMAN'S ELECTRIC	SERVICE	1,850.00
GALLS	UNIFORMS	455.21
GLOVER, SANDY	REIMBURSEMENT	71.70
GOVERNMENT FINANCE OFFICER	MEMBERSHIP	210.00
GUNDERSON, PALMER, NELSON	SERVICE	4,518.84
HAakon COUNTY AUDITOR'S	GRANT	10,000.00
HAWKINS	SUPPLIES	294.50
HEAVY CONSTRUCTORS	REPAIR	1,685.12
HOMETOWN TROLLEY	SUPPLIES	36.70
INLAND TRUCK PARTS	SUPPLIES	748.96
JACOBS WELDING	SERVICE	1,291.84
JUNEKS SERVICE	REPAIR	281.27
KDSJ	SERVICE	220.00
KNECHT	SUPPLIES	1,021.71
LAWRENCE CO. HISTORICAL	GRANT	11,200.00
LIBBY PRODUCTIONS	PBR	1,100.00
LIBERTY NATIONAL BANK	TIF #9	173.82
LYNN'S	SUPPLIES	241.06
MCKEOWN, JESSICCA L.	REIMBURSEMENT	237.76
MID-AMERICA BUSINESS	SUPPLIES	847.77
MIDWEST ART CONSERVATION	MEMBERSHIP	50.00
MK CONSTRUCTION	PROJECT	3,910.00
MDU	SERVICE	3,787.23
MORRISON, RONDA	REIMBURSEMENT	180.76
MS MAIL	SERVICE	80.00
MUTH ELECTRIC	REPAIR	1,695.29
NETWORK SERVICES	SUPPLIES	546.59

REGULAR MEETING, JULY 1, 2019

NORTH CENTRAL INT'L	SUPPLIES	160.92
NORTHERN HILLS RECREATION	MT. ROOSEVELT	13,400.00
NORTHERN HILLS SOD FARM	SUPPLIES	99.20
NORTHWEST PIPE FITTINGS	SUPPLIES	1,665.08
OVERHEAD DOOR	SERVICE	638.22
PARTSMASTER	SUPPLIES	428.32
PASSPORT LABS	METERS	140.25
PL CARPENTRY	SERVICE	11,497.46
QUIK SIGNS	SIGNS	137.95
RAMKOTA HOTEL	CONFERENCE	576.00
RASMUSSEN MECHANICAL	SERVICE	1,065.60
RECREATION SUPPLY	SUPPLIES	328.02
ROCKY MOUNTAIN TREE-RING	SUPPLIES	200.00
S AND C CLEANERS	CLEANING	8,648.00
SANDIDGE, LANCE	REIMBURSEMENT	20.00
SCHMIDT, WILLIAM	PROJECT	6,127.00
SD DEPT. OF CORRECTIONS	FIREWISE	581.40
SD DEPT. OF ENVIRONMENT	FEES	650.00
SD DEPT. OF MOTOR VEHICLES	FEE	5.00
SD DEPT. OF REVENUE	LICENSE	150.00
SD MAGAZINE	RENEWAL	50.00
SD ONE CALL	SERVICE	44.80
SD PUBLIC HEALTH LAB	TESTING	30.00
SERVALL	SUPPLIES	968.02
SF PROFESSIONAL PRESSURE	CLEANING	2,856.00
SHARKEY PLUMBING	SERVICE	150.00
SIMON CONTRACTORS	PROJECT	172,889.90
SOUTHSIDE OIL	FUEL	12,604.16
SPEARFISH BUILDING	PROJECT	3,366.00
STRETCH'S	SUPPLIES	29.99
STURGIS AUTO PARTS	SUPPLIS	24.78
SUMMIT SIGNS	SIGNS	988.50
SUPER 8 LODGE	LICENSE	300.00
SUPPLY HOUSE INDUSTRIAL	SUPPLIES	860.80
TCF EQUIPMENT	TROLLEYS	9,400.86
THE LORD'S CUPBOARD	RECYCLING	78.30
TRIPLE K	REPAIR	46.99
TRUCANO, JIM	PROJECT	3,500.00
TRUGREEN	SERVICE	2,598.05
TWILIGHT	SUPPLIES	42.89
TWIN CITY HARDWARE	SUPPLIES	8,808.86
TWIN CITY HARDWARE	GRANT	72.89
UMENTHUM, KEITH	PROJECT	1,050.00
VANWAY TROPHY	PLAQUE	103.00
VAST	SERVICE	3,265.16
VERIZON	SERVICE	146.09
VIEHAUSER ENTERPRISES	SERVICE	56.00
VISIONS HOME IMPROVEMENTS	PROJECT	8,160.00
WASTE CONNECTIONS	SERVICE	7,206.30
WELLMARK	INSURANCE	47,131.14
WESTERN STAR DOOR	SERVICE	1,217.88
WL CONSTRUCTION	SUPPLIES	419.99
WWHA	MEMBERSHIP	75.00

TOTAL \$599,269.53

CONSENT

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

- A. Permission to purchase 5500 gallons of fuel @ \$2.29 per gallon from South Side Service.
- B. Remove Lifeguard Brittney Case from payroll effective June 1, 2019.
- C. Make 2019 budgeted allocation to The Lord's Cupboard in the amount of \$2500 from the Bed & Booze account.
- D. Permission to hire Cynthia Schneringer as Historic Preservation/Planning & Zoning Administrative Assistant at \$17.83 per hour effective July 15, 2019 pending pre-employment drug screening and background check.
- E. Permission for Mayor to sign annual agreement between South Dakota School for the Deaf for office space at History and Info Center at cost of \$250.00 per month
- F. Permission for Mayor to sign annual agreement with Deadwood Gaming Association for office space at History and Info Center at cost of \$250.00 per month.
- G. Approve Resolution 2019-24 Pre-Disaster Mitigation Plan Update for Lawrence County

**RESOLUTION 2019-24
PRE-DISASTER MITIGATION PLAN UPDATE
FOR LAWRENCE COUNTY**

RESOLVED: The City of Deadwood deems it advisable and in the best interest of the community and Lawrence County to approve said Pre- Disaster Mitigation Plan update

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Dated this 1st day of July, 2019

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- H. Permission for Mayor to sign contract between City of Deadwood and Deb and Melvin Maynard to operate Mt. Moriah Gift Shop from January 1, 2020 – December 31, 2024.
- I. Acknowledge annual check from BID #7 Fund to TENTEXKOTA in the amount of \$543,751.50. Will be added to bill list.
- J. Permission to hire Dharma Tree Care in the amount of \$4,250.00 for removal of two hazardous dead pine trees at 846 Main Street from Parks Department Professional Services.
- K. Permission to enter into contract with Albright Construction to replace roof on trolley barn in the amount of \$26,128.62 from Public Buildings budget. (two quotes were received)
- L. Permission to enter into contract with Albright Construction to replace roof on fire hall bell tower in the amount of \$15,138.90 from Public Buildings budget.
- M. Permission to enter into contract with Albright Construction to replace roof on VIP (East) Grandstands in the amount of \$32,296.32 from Public Buildings budget. (two quotes were received)
- N. Permission to increase wage of Police Officer Sally Sprigler from \$21.35 per hr. to \$23.72 per hour retroactive to June 7, 2019 after passing S.D. Certification training.
- O. Permission to hire Competitive Masonry to repair the cap of the retaining wall at 55 Taylor Street in the amount of \$3,453.35.
- P. Permission for Finance Office to pay Grant Thornton two different invoices, totaling \$4,500.00, for final arbitrage calculation on 2012 and 2015 bond series, to be paid from Historic Preservation professional service.
- Q. Approve Outside of Deadwood Grants in the amount of \$50,000 as budgeted for Round Two, as recommended by the Deadwood Historical Perseveration Commission. Individual applicants, projects, locations and dollar amounts will be part of official minutes.
- R. Accept Tony Biesiot's resignation from Planning & Zoning Commission, effective June 28, 2019

PUBLIC HEARINGS

Licenses

Public hearing was opened at 5:02 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed. Struble moved, Martinisko seconded to approve Retail (on-off sale) Malt Beverage, and Retail (on-off sale) Wine Licenses Ashely Eaklor, Adventure Pizza Works at 65 Sherman Street. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Johnson seconded to set public hearing on July 15 for All in One Motocross Event. Roll Call: Aye-All. Motion carried.

Struble moved, Martinisko seconded to set public hearing on July 15 for Deadwood Jam Event. Roll Call: Aye-All. Motion carried.

OLD BUSINESS

Proposals (Continued)

Zoning Administrator Nelson Jr. and Water Department met with McGuire Iron, Inc. about proposals and evaluations. Nelson Jr. recommended to award to Suez Advance Solutions. Martinisko moved, Johnson seconded to McGovern Hill Water Tank Maintenance Program to Suez Advanced Solution and direct staff to draft contract. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Agreement

Martinisko moved, Struble seconded to allow Mayor to sign Department of Transportation Funding Agreement in the amount of \$8,748.70 to be applied to City's matched funds for Bridge Improvement Grant (BIG). Nelson Jr. stated funds were left over from previous bridge grant program. Roll Call: Aye-All. Motion carried.

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Resolution

Martinisko moved, Johnson seconded to approve Resolution 2019-25 Authorizing Execution of Bridge Improvement Grant Agreement. Nelson Jr. stated Resolution is requirement for the grant. Roll Call: Aye-All. Motion carried.

RESOLUTION 2019-25 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

WHEREAS, The City of Deadwood desires to obtain funding under the Bridge Improvement Grant Program.

NOW THEREFORE BE IT RESOLVED:

Mayor David Ruth Jr. is hereby authorized as the City's representative to execute the following funding agreement(s) for the noted project(s):

Project BRO 8041(00)19-1, Deadwood, PCN 075J

Vote of Commissioners: Yes _____ No _____

Dated at Deadwood, SD, this 1st day of July, 2019.

ATTEST:

CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

/s/ David Ruth Jr., Mayor

Agreement

Martinisko moved, Struble seconded to allow Mayor to sign funding agreement with Department of Transportation for the 2019 Bridge Improvement Grand (BIG) in the amount of \$300,000.00. Nelson Jr. stated grant is for the construction cost, city was also award 80 % of engineering for design and construction administration. He also stated \$100,000.00 is budgeted for this year, but design for Timm Lane Bridge has not been finalized. Roll Call: Aye-All. Motion carried.

Contract

Transportation and Facilities Director Kruzel stated he met with Albright and Armour Roofing and recommends Armour Roofing. Johnson moved, Struble seconded to enter into contract with Armour Roofing and Construction in the amount of \$97,980.00 for removal and replacement of steel roof at Welcome Center. Roll Call: Aye-All. Motion carried.

Plat Ratification

Nelson Jr. stated during the process of platting 26 Fremont, county land was involved. Martinisko moved, Struble seconded to allow Mayor to sign plat ratification and joinder for 26 Fremont Street. Roll Call: Aye-All. Motion carried.

Resolution/Quit Claim

Martinisko moved, Johnson seconded to approve Resolution 2019-26 to Surplus City Owned Real Estate, Lot A of Peck's Garden Subdivision and allow Mayor to sign Quit Claim Deed to Deadwood-Lead Economic Development and Certificate of Real Estate Value. Roll Call: Aye-All. Motion carried.

RESOLUTION 2019 – 26

RESOLUTION TO SURPLUS CITY OWNED REAL ESTATE

WHEREAS, the Deadwood City Commission desires to designate certain City owned real property as surplus land and transfer said real property to Deadwood-Lead Economic Development Corporation, pursuant to SDCL § 6-5-3 and 6-5-4,

AND WHEREAS, the public interest will be better served by transferring the following described real property to the Deadwood-Lead Economic Development Corporation;

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Lot A of Peck's Garden Subdivision; Formerly Part of Peck Street, Peck's Garden Subdivision; City of Deadwood, Lawrence County, South Dakota

AND WHEREAS, the land to be designated as surplus and then transferred encourages the development of said property.

NOW THEREFORE IT IS HEREBY RESOLVED, pursuant to SDCL 6-5-4, the public interest will be better served by the proposed designation of surplus property and transfer of land to the Deadwood-Lead Economic Development Corporation.

IT IS FURTHER RESOLVED, that the Deadwood City Commission shall further follow all mandates of SDCL 6-5-4, as statutorily provided.

Dated this 1st day of July, 2019

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Service

Historic Preservation Officer Kuchenbecker explained the cleanup process. Martinisko moved, Johnson seconded to hire Dharma Tree Care in the amount not to exceed \$16,000.00 for tree trimming and branch cleanup/removal at Mt. Moriah Cemetery. To be paid from Historic Cemeteries (Enterprise Fund) Professional Serves. (Budget Supplement would be needed.) Roll Call: Aye-All. Motion carried.

Ordinance

Kuchenbecker explained the amendment to Chapter 15.01. Martinisko moved, Johnson seconded to approve first reading of Ordinance #1296 Amending Chapter 15.01 International Building Code. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- 100th Anniversary of the Friendship Tower at Mt. Roosevelt – Saturday, July 6th at 10:00 a.m.

Nelson Jr. thanked Mr. Biesiot for his service on Planning and Zoning Commission.

Commissioner Martinisko thanked city staff for their time and is proud to be a city commissioner.

Mayor Ruth on behalf of NAJA Shriners thanked city staff for assistance with circus.

Mayor stated 50 years ago today Elmer Pontius lost his life in a fire. He thanked first responders for their service.

Mayor Ruth 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 5:22 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 Monday July 15, 2019.

After coming out of executive session at 5:55 p.m.

Martinisko moved, Struble seconded to place the Building Inspector under the supervision of the Zoning Administrator. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to place the Recreation Center Director position under the supervision of the Transportation and Facilities Director. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to place Historic Cemeteries (Mt. Moriah and St. Ambrose) under the supervision of the Historical Preservation Officer. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, JULY 1, 2019

Martinisko moved, Struble seconded to relocate the Public Works Director and Building Inspector offices to City Hall with emphasis to expedite as soon as possible. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to approve the updated job description for Public Works Director. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow Finance Office to advertise in-house for 5 days for Public Works Director position. Roll Call: Aye-All. Motion carried.

With there being no further business, at 5:58 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: 04712 COMBINED - 7/16/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3309	THE LORD'S CUPBOARD					
		I-071119	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	88.96
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	88.96
01-0418	BLACK HILLS PIONEER					
		I-245 - 2019	101-4111-423	PUBLISHING MINUTES - 5/20/19	000000	192.19
		I-249 - 2019	101-4111-423	PUBLISHING NOH - BEV LIC.TRSF./SUPER 8	000000	14.78
		I-250 - 2019	101-4111-423	PUBLISHING NOH - LEGENDS RIDE	000000	12.94
		I-251 - 2019	101-4111-423	PUBLISHING NOH - BEV'S B'S POKER RUN	000000	10.63
		I-282 - 2019	101-4111-423	PUBLISHING MINUTES - 6/3/19	000000	158.47
		I-303 - 2019	101-4111-423	PUBLISHING NOH - BEV LIC TRSF/ADVEN.PIZZA	000000	15.25
		I-340 - 2019	101-4111-423	PUBLISHING MINUTES - 6/17/19	000000	188.50
01-0545	LYNN'S DAKOTA MART					
		I-002000260740	101-4111-426	SUPPLIES MEETING SUPPLIES	000000	17.86
01-0966	PETTY CASH-FINANCE OFFI					
		I-070919	101-4111-426	SUPPLIES PETTY CASH- COMM. SUPPLIES	000000	71.38
			DEPARTMENT 111	COMMISSION	TOTAL:	682.00
01-2394	GUNDERSON, PALMER, NELS					
		I-94022	101-4141-422	PROFESSIONAL LEGAL EXPENSES	000000	4,105.00
			DEPARTMENT 141	ATTORNEY	TOTAL:	4,105.00
01-0966	PETTY CASH-FINANCE OFFI					
		I-070919	101-4142-426	SUPPLIES PETTY CASH - MISC.SUPPLIES/FIN	000000	63.20
01-1171	A & B BUSINESS SOLUTION					
		I-IN632795	101-4142-422	PROFESSIONAL SQUARE 9 YRLY MAINTENANCE	000000	5,556.00
01-1838	RAMKOTA HOTEL					
		I-10036D -#1018SP	101-4142-427	TRAVEL LODGING/BUDGET TRAINING-FINANC	000000	204.00
01-3135	A - Z SHREDDING, INC.					
		I-15608070919	101-4142-422	PROFESSIONAL BULK SHREDDING - FINANCE	000000	15.01
			DEPARTMENT 142	FINANCE	TOTAL:	5,838.21
01-0223	COCA COLA BOTTLING HIGH					
		I-2950637	101-4192-426	SUPPLIES (10) CASES OF SODA POP/PUB BLD	000000	300.00
		I-2950769	101-4192-426	SUPPLIES GOURNET COFFEE/PUB BLDG	000000	456.00
		I-2972420	101-4192-426	SUPPLIES (2688) OUNCE USAGE/PUB BLDGS	000000	114.24

PACKET: 04712 COMBINED - 7/16/19

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
01-0429	BLACK HILLS ENERGY					
		I-POWER 06/27/19	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	17.51
		I-POWER 06/27/19	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	17.74
		I-POWER 06/27/19	101-4192-428	UTILITIES WELCOME SIGN JCT HWY 385 & CLI	000000	16.35
		I-POWER 06/27/19	101-4192-428	UTILITIES 1 MILLER STREET	000000	18.64
		I-POWER 06/27/19	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	17.96
		I-POWER 06/27/19	101-4192-428	UTILITIES WELCOME SIGN DEADWOOD HILL	000000	23.21
		I-POWER 06/27/19	101-4192-428	UTILITIES SAMPSON STREET PUMP	000000	19.00
		I-POWER 06/27/19	101-4192-428	UTILITIES PRESSURE REG STATION	000000	165.14
		I-POWER 06/27/19	101-4192-428	UTILITIES GAYVILLE PUMP	000000	16.00
		I-POWER 06/27/19	101-4192-428	UTILITIES 1 MCKINLEY ST TRAFFIC LIGHTS	000000	15.52
		I-POWER 06/27/19	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	125.52
		I-POWER 06/27/19	101-4192-428	UTILITIES 565 MAIN STREET LIGHTS	000000	27.12
		I-POWER 06/27/19	101-4192-428	UTILITIES 135 SHERMAN STREET LIGHTS	000000	46.90
		I-POWER 06/27/19	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	5,855.56
		I-POWER 06/27/19	101-4192-428	UTILITIES 398 WILLIAMS STREET LIGHTS	000000	24.23
		I-POWER 06/27/19	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	18.85
		I-POWER 06/27/19	101-4192-428	UTILITIES 610 BROADWAY STREET	000000	95.52
		I-POWER 06/27/19	101-4192-428-07	UTILITIES - F FIRE HALL	000000	633.58
		I-POWER 06/27/19	101-4192-428-07	UTILITIES - F 737 MAIN STREET FIRE HALL	000000	9.80
		I-POWER 06/27/19	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	40.57
		I-POWER 06/27/19	101-4192-428-19	UTILITIES - G 418 CLIFF STREET GATEWAY	000000	36.87
		I-POWER 06/27/19	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	471.92
		I-POWER 06/27/19	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	131.87
		I-POWER 06/27/19	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES STREET	000000	17.37
		I-POWER 06/27/19	101-4192-428	UTILITIES PUMP 119 DENVER AVENUE	000000	1,006.53
		I-POWER 06/27/19	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	15.00
		I-POWER 06/27/19	101-4192-428	UTILITIES 509 WILLIAMS STREET LIGHTS	000000	21.48
		I-POWER 06/27/19	101-4192-428	UTILITIES TIMMS LANE POLE BUILDING	000000	43.05
		I-POWER 06/27/19	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	293.36
		I-POWER 06/27/19	101-4192-428	UTILITIES 105 1/2 SHERMAN ST TRAFFIC LTS	000000	67.56
		I-POWER 06/27/19	101-4192-428	UTILITIES 102 WATER TANK LANE	000000	15.00
		I-POWER 06/27/19	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	265.80
		I-POWER 06/27/19	101-4192-428	UTILITIES 7 1/2 PECK STREET LIGHTS	000000	29.92
		I-POWER 06/27/19	101-4192-428	UTILITIES WILD BILL STATUE LIGHT	000000	15.00
		I-POWER 06/27/19	101-4192-428	UTILITIES 135 WILLIAMS STREET LIGHTS	000000	25.65
		I-POWER 06/27/19	101-4192-428	UTILITIES 34 LINCOLN AVENUE LIGHTS	000000	30.72
		I-POWER 06/27/19	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	123.51
		I-POWER 06/27/19	101-4192-428	UTILITIES 368 WILLIAMS STREET LIGHTS	000000	22.86
		I-POWER 06/27/19	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN ST	000000	631.55
		I-POWER 06/27/19	101-4192-428	UTILITIES 65 SHERMAN STREET	000000	1,321.60
		I-POWER 06/27/19	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	117.61
		I-POWER 06/27/19	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	16.58
		I-POWER 06/27/19	101-4192-428-03	UTILITIES - B CONSESSION STAND 16 CRESCENT	000000	166.93
		I-POWER 06/27/19	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	37.84
		I-POWER 06/27/19	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM 40 CRESCENT	000000	3,185.77
		I-POWER 06/27/19	101-4192-428	UTILITIES 20 WABASH STREET LIGHTS	000000	23.88
		I-POWER 06/27/19	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET CITY HALL	000000	3,051.95
		I-POWER 06/27/19	101-4192-428	UTILITIES 22 DUDLEY STREET LIGHTS	000000	26.11

PACKET: 04712 COMBINED - 7/16/19

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
01-0429	BLACK HILLS ENERGY	continued				
	I-POWER	06/27/19	101-4192-428	UTILITIES 9 CEMETERY STREET LIGHTS	000000	17.52
	I-POWER	06/27/19	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	553.66
	I-POWER	06/27/19	101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	33.11
	I-POWER	06/27/19	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	43.56
	I-POWER	06/27/19	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	432.84
	I-POWER	06/27/19	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE	000000	19.12
	I-POWER	06/27/19	101-4192-428	UTILITIES TICKET BOOTH/BATHROOM	000000	120.32
	I-POWER	06/27/19	101-4192-428	UTILITIES 301 CLIFF STREET	000000	1,019.57
	I-POWER	06/27/19	101-4192-428	UTILITIES PRV STATION 4 DAKOTA STREET	000000	120.83
	I-POWER	06/27/19	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	430.96
	I-POWER	06/27/19	101-4192-428	UTILITIES 178 SHERMAN STREET LIGHTS	000000	58.62
	I-POWER	06/27/19	101-4192-428-21	UTILITIES - W 501 MAIN STREET WELCOME CENTER	000000	1,072.44
	I-POWER	06/27/19	101-4192-428	UTILITIES 46 FREMONT STREET LIGHTS	000000	36.31
	I-POWER	06/27/19	101-4192-428	UTILITIES 22 WASHINGTON STREET LIGHTS	000000	50.64
	I-POWER	06/27/19	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	261.32
	I-POWER	06/27/19	101-4192-428	UTILITIES 4 MT MORIAH ROAD LIGHTS	000000	27.08
	I-POWER	06/27/19	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	236.70
	I-POWER	06/27/19	101-4192-428	UTILITIES 5 SIEVER STREET	000000	505.85
	I-POWER	06/27/19	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT STREET	000000	314.12
	I-POWER	06/27/19	101-4192-428-06	UTILITIES - D 15 CRESCENT STREET RODEO	000000	2,193.63
	I-POWER	06/27/19	101-4192-428	UTILITIES 7 1/2 SAMPSON STREET LIGHTS	000000	33.92
	I-POWER	06/27/19	101-4192-428	UTILITIES 62 FOREST AVENUE LIGHTS	000000	28.99
	I-POWER	06/27/19	101-4192-428	UTILITIES REDWOOD TANK	000000	152.10
	I-POWER	06/27/19	101-4192-428	UTILITIES PUMP 50 PLEASANT STREET	000000	26.48
	I-POWER	06/27/19	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	0.00
	I-POWER	06/27/19	101-4192-428-12	UTILITIES - P 767 MAIN STREET	000000	9.80
	I-POWER	06/27/19	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BLDG	000000	122.13
	I-POWER	06/27/19	101-4192-428	UTILITIES WATER HEAT TAPE	000000	15.00
	I-POWER	06/27/19	101-4192-428	UTILITIES PRESSURE REDUCTION STATION	000000	184.82
	I-POWER	06/27/19	101-4192-428	UTILITIES FLAG 2 MOUNT MARIAH DRIVE	000000	36.53
	I-POWER	06/27/19	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVENUE	000000	682.93
	I-POWER	06/27/19	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.57
	I-POWER	06/27/19	101-4192-428	UTILITIES 8 DAKOTA STREET LIGHTS	000000	20.33
	I-POWER	06/27/19	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	28.71
	I-POWER	06/27/19	101-4192-428	UTILITIES 49 SHERMAN STREET LIGHTS	000000	96.60
	I-POWER	06/27/19	101-4192-428	UTILITIES 17 PLEASANT STREET LIGHTS	000000	26.11
	I-POWER	06/27/19	101-4192-428	UTILITIES 703 MAIN ST OUTLAW SQUARE	000000	174.81
	I-POWER	06/27/19	101-4192-428	UTILITIES SERVICE FEES AND ADJUSTMENTS	000000	20.00
01-0479	EPCO ENVIRONMENTAL PROD					
	I-65445		101-4192-426	SUPPLIES PLEATED AIR FILTERS VARIOUS/PB	000000	1,041.46
01-0547	M&M SANITATION					
	I-39825		101-4192-426-18	SUPPLIES - FO MONTHLY TOILET RENTAL/FOOTBALL	000000	135.00
	I-39826		101-4192-426-05	SUPPLIES - CO MONTHLY TOILET RENTAL/COLD STG	000000	110.00
01-0682	PITNEY BOWES INC					
	I-062819		101-4192-426	SUPPLIES POSTAGE METER REFILL	000000	500.00

PACKET: 04712 COMBINED - 7/16/19
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0966	PETTY CASH-FINANCE OFFI					
		I-070919	101-4192-428	UTILITIES PETTY CASH - POSTAGE DUE/ PB	000000	0.50
01-1098	HILLYARD/SIOUX FALLS					
		I-603449715	101-4192-426-21	SUPPLIES - WE MOP-FRAME-HANDLE-BUCKET/WELCOM	000000	329.53
		I-603494017	101-4192-426-21	SUPPLIES - WE REJUVNAL-ROBUSTO-CLNR/WELCOME	000000	93.64
		I-603494018	101-4192-426-21	SUPPLIES - WE ARSENAL ROBUSTO/WELCOME CENT	000000	31.63
		I-603497597	101-4192-425-21	REPAIRS - WEL DRAIN HOSE COVER REPLACE/WELCO	000000	87.64
01-1370	TEMPERATURE TECHNOLOGY,					
		I-23155	101-4192-425-04	REPAIRS - CIT SRVC BAD ZONE ACTUATORS/CH	000000	358.70
01-1380	WASTE CONNECTIONS, INC.					
		I-12590606	101-4192-426-11	SUPPLIES - PA JUNE DUMPSTERS/PARKS	000000	435.90
		I-12591583	101-4192-426-20	SUPPLIES - RE JUNE RECYCLING BINS/RECYCLING	000000	542.25
01-1406	STRETCH'S GLASS & CUSTO					
		I-I027793	101-4192-425-21	REPAIRS - WEL REPLACE GLASS COUNTERTOP/WELCO	000000	213.94
01-1558	ECOLAB PEST ELIMINATION					
		I-7318883	101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	160.68
		I-7318886	101-4192-422-21	PROFESSIONAL INSECTICIDE MICE-ANTS/WELCOME	000000	90.00
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-21239	101-4192-425-02	REPAIRS - ADA LOVEJOY FLNG-SLEEVE-FRET/AM	000000	78.85
01-3151	KONE INC.					
		I-959284822	101-4192-422-17	PROFESSIONAL- JUNE ELEVATOR MAINT/DAYS MUS	000000	160.91
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV020394	101-4192-425-04	REPAIRS - CIT IGNITION CONTROL BOARD/CITY H	000000	397.47
		I-INV020399	101-4192-425-13	REPAIRS - REC AQUASTAT 100/240F/REC CENTER	000000	150.65
		I-JC8765	101-4192-425-02	REPAIRS - ADA REPLACE MAIN CHILLER/ADAMS MUS	000000	44,780.00
01-3685	BLACK HILLS SECURITY &					
		I-P109408	101-4192-425-04	REPAIRS - CIT INSTALL WATER DETECTION SYS/CH	000000	607.14
		I-P109422	101-4192-422-04	PROFESSIONAL ALARM SYS 7/1-9/30/19/CITY HAL	000000	134.85
		I-P109423	101-4192-422-10	PROFESSIONAL INSTALL FIRE MONITOR/LIBRARY	000000	198.98
		I-P109424	101-4192-422-10	PROFESSIONAL ADD CENTRAL MONITOR SYS/LIBRAR	000000	75.00
01-4057	VIEHAUSER ENTERPRISES,					
		I-23403	101-4192-425-15	REPAIRS - TRO ASSA KEY TWIN 140 POS/CITY HAL	000000	14.00
01-4381	ARMOUR ROOFING & CONSTR					
		I-153	101-4192-425-23	REPAIRS - WAT MATERIALS DEP 13 CRESCENT/PB	000000	520.00
DEPARTMENT 192 PUBLIC BUILDINGS					TOTAL:	79,760.00

PACKET: 04712 COMBINED - 7/16/19
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 193 COMPUTER SERVICE
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-352918	101-4193-422	PROFESSIONAL MANAGED FIREWALL - ANNUAL	000000	1,920.00
		I-352950	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,VIRUS PROTEC	000000	1,313.00
			DEPARTMENT 193	COMPUTER SERVICE	TOTAL:	3,233.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0008186	101-4210-424	RENTALS BOTTLED WATER, CUPS - POLICE	000000	44.00
		I-0008335	101-4210-424	RENTALS BOTTLED WATER, CUPS - POLICE	000000	49.00
		I-0008376	101-4210-424	RENTALS COOLER RENT - JULY / POLICE	000000	15.00
01-1424	SOUTHSIDE SERVICE					
		I-0050443	101-4210-425	REPAIRS TRANSFERCASE/R&R LABOR - PD	000000	823.00
		I-0050491	101-4210-425	REPAIRS SVC.ENGINE,OIL,FILTER/DODGE-PD	000000	108.35
		I-0050492	101-4210-425	REPAIRS SVC.ENGINE,OIL,FILTER/FORD-PD	000000	98.40
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-763190	101-4210-425	REPAIRS WASH FLUID/PROTECTANT - PD	000000	20.97
01-1789	MAU, KIP					
		I-062119	101-4210-427	TRAVEL FUEL REIMBSMT - DURANGO / PD	000000	14.01
01-1827	MS MAIL & MARKETING					
		I-10856	101-4210-426	SUPPLIES BUSINESS CARDS/JANDT - POLICE	000000	25.00
01-4299	BALCO UNIFORM CO, INC					
		I-54504-1	101-4210-426	SUPPLIES UNIFORM SHIRTS, EMBLEMS-POLICE	000000	172.33
01-4518	ELITE AUTO TOUCH-UP					
		I-664226	101-4210-422	PROFESSIONAL CERAMIC COATING/DURANGO - PD	000000	800.00
			DEPARTMENT 210	POLICE	TOTAL:	2,170.06
01-0320	WHITE'S CANYON MOTORS					
		I-216265	101-4221-425	REPAIRS EXHAUST REPAIR-FORD PU/ FIRE D	000000	1,024.78
01-0547	M&M SANITATION					
		I-39827	101-4221-422	PROFESSIONAL JUNE TOILET RENTAL/FIREWISE	000000	110.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-762823	101-4221-425	REPAIRS DBL CONTACT,MINI BULBS/TROLLEY	000000	6.58
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D9000	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	4,387.65
01-3056	NORTHERN HILLS TECHNOLO					
		I-9663311	101-4221-422	PROFESSIONAL ONLINE BACKUP SERVICE - FIRE	000000	32.50

PACKET: 04712 COMBINED - 7/16/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3913	HEIMAN FIRE EQUIPMENT					
		I-0880791-IN	101-4221-425	REPAIRS	AUTO INTERLOCK II - FIRE DEPT 000000	200.10
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 5,761.61
01-0966	PETTY CASH-FINANCE OFFI					
		I-070919	101-4232-426	SUPPLIES	PETTY CASH - POSTAGE FEES/ BI 000000	7.15
01-1191	UMENTHUM, KEITH					
		I-478963	101-4232-422	PROFESSIONAL	(21) ROOF INSPECTIONS/BLDG INS 000000	1,050.00
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 1,057.15
01-0467	CULLIGAN OF THE BLACK H					
		I-0008243	101-4310-426	SUPPLIES	(4) 5 GAL BOTTLE WATER/STREETS 000000	26.00
		I-0008333	101-4310-426	SUPPLIES	(3) 5 GAL BOTTLE WATER/STREETS 000000	19.50
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1803982	101-4310-426	SUPPLIES	MULTI DR SOCKET SETS-TAPE/STR 000000	2,499.10
01-1406	STRETCH'S GLASS & CUSTO					
		I-I027817	101-4310-425	REPAIRS	CONVEX MIRROR-12" OUTDOOR/STRT 000000	611.31
01-1515	RAPID DELIVERY					
		I-397745	101-4310-426	SUPPLIES	DELIVERY FROM INLAND/STREETS 000000	33.35
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-761340	101-4310-426	SUPPLIES	FUEL-LUBE FILTERS/STREETS 000000	68.20
		I-32-761462	101-4310-426	SUPPLIES	16 OZ-24 OZ HI VIZ DEAD B/STRE 000000	22.04
		I-32-761561	101-4310-426	SUPPLIES	ROAD BLAZER MUD SV/STREETS 000000	319.98
		I-32-761648	101-4310-426	SUPPLIES	CHECK VALVE-M END 3/8"/STREETS 000000	18.39
		I-32-761649	101-4310-425	REPAIRS	MUFFLER SUPER TUR/STREETS 000000	162.32
		I-32-761953	101-4310-426	SUPPLIES	TAPER CUP-CONE-SEAL-NP PART/ST 000000	147.51
		I-32-761993	101-4310-426	SUPPLIES	INLAND 26008741/STREETS 000000	4.40
		I-32-761994	101-4310-426	SUPPLIES	SYN75W90/STREETS 000000	25.41
		I-32-762050	101-4310-426	SUPPLIES	BEARING SPLITTER/STREETS 000000	500.00
		I-32-762166	101-4310-426	SUPPLIES	SPRING CENTER BOLT/STREETS 000000	7.62
		I-32-762379	101-4310-426	SUPPLIES	SYN75W90/STREETS 000000	25.41
		I-32-763181	101-4310-425	REPAIRS	HOSE FITTING-SAE 100R12/STRTS 000000	136.10
01-3836	MID-AMERICAN RESEARCH C					
		I-0667323-IN	101-4310-426	SUPPLIES	WASP-HORNET KILLER-DEET-SOAP/S 000000	398.10
01-4212	SUPPLY HOUSE INDUSTRIAL					
		I-1402124	101-4310-426	SUPPLIES	DEEP SOCKET SETS WILLIAMS/STR 000000	869.41
		I-1402198	101-4310-425	REPAIRS	(250) PRO GRADE ELECT TAPE/STR 000000	997.50
		I-1402208	101-4310-426	SUPPLIES	(250) PRO GRADE ELECT TAPE/STR 000000	997.50

PACKET: 04712 COMBINED - 7/16/19

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
01-4517	STRAIGHT LINE STRIPING					
		I-1461	101-4310-425	REPAIRS HANDICAP EMBLEM-YEL STRIPE/STR	000000	1,566.34
			DEPARTMENT 310	STREETS	TOTAL:	9,455.49
01-1380	WASTE CONNECTIONS, INC.					
		I-12590704	101-4320-422	PROFESSIONAL RESIDENTIAL GARBAGE SERVICE	000000	6,664.05
			DEPARTMENT 320	SANITATION	TOTAL:	6,664.05
01-0213	TRUGREEN CHEM-LAWN					
		I-104670710	101-4520-422	PROFESSIONAL LAWN SRVC UP MAIN-FIRE/PARKS	000000	68.61
		I-104885954	101-4520-422	PROFESSIONAL LAWN SRVC LIBRARY/PARKS	000000	47.02
		I-104984547	101-4520-422	PROFESSIONAL LAWN SRVC DAY OF 76 MUSEUM/PRK	000000	115.00
		I-104991337	101-4520-422	PROFESSIONAL LAWN SRVC ADAMS HOUSE/PARKS	000000	44.30
		I-104998501	101-4520-422	PROFESSIONAL LAWN SRVC PLUMA PARK/PARKS	000000	131.96
01-0467	CULLIGAN OF THE BLACK H					
		I-0008242	101-4520-426	SUPPLIES (4) 5 GAL BOTTLE WATER/PARKS	000000	26.00
		I-0008332	101-4520-426	SUPPLIES (3) 5 GAL BOTTLE WATER/PARKS	000000	19.50
		I-0008375	101-4520-426	SUPPLIES JULY COOLER RENTAL/PARKS	000000	15.00
01-0684	NORTHWEST PIPE FITTINGS					
		I-1265669	101-4520-425	REPAIRS JNT RISER-CPLG-PVC NIPPLE/PARK	000000	315.06
01-1410	WESTERN COMMUNICATIONS,					
		I-19-733153	101-4520-434	MACHINERY/EQU ANALOG VHF-ANTENNA-CABLE/PARKS	000000	934.70
01-1515	RAPID DELIVERY					
		I-392725	101-4520-426	SUPPLIES DELIVERY FROM NCI/PARKS	000000	13.23
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-761891	101-4520-426	SUPPLIES 8FQPA-8FP-TAPE/PARKS	000000	35.76
		I-32-761911	101-4520-425	REPAIRS BUSHING-ADAPT-COUPLER-PLG/PRKS	000000	104.92
		I-32-762720	101-4520-426	SUPPLIES MIRROR W/O OFF/PARKS	000000	43.40
01-1904	CAMPBELL SUPPLY					
		I-04010167	101-4520-426	SUPPLIES (36) FLY TRAP JAR/PARKS	000000	197.64
01-3346	REGIONAL HEALTH					
		I-700000832062019	101-4520-422	PROFESSIONAL TESTING	000000	463.00
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2019-066	101-4520-433-05	CIP WHITEWOOD WHITEWOOD CREEK RESTORE PH 4	000000	3,277.75
01-4097	DAKOTA PLAYGROUND					
		I-300898	101-4520-425	REPAIRS POURED IN PLACE REPAIR KIT/PRK	000000	425.00
			DEPARTMENT 520	PARKS	TOTAL:	6,277.85

PACKET: 04712 COMBINED - 7/16/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 640 PLANNING AND ZONING

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0382	ARLETH LAND SURVEYING L					
		I-2189	101-4640-422	PROFESSIONAL PLAT/EASEMENT WORK-KATON S/D	000000	717.50
DEPARTMENT 640 PLANNING AND ZONING TOTAL:						717.50

FUND 101 GENERAL FUND TOTAL:						125,810.88

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0233	SD LIBRARY ASSOCIATION					
		I-300001806	206-4550-422	PROFESSIONAL MEMBERSHIP - LIBRARY	000000	55.00
01-0418	BLACK HILLS PIONEER					
		I-24521	206-4550-426	SUPPLIES DISPLAY AD (GRANT) - LIBRARY	000000	490.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0008240	206-4550-426	SUPPLIES BOTTLED WATER,CUPS - LIBRARY	000000	16.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN630367	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY	000000	49.14
01-1562	MIDWEST TAPE					
		I-97489501	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	65.97
		I-97520424	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	101.95
		I-97551347	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	39.73
		I-97578953	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	99.70
01-1911	EMERY-PRATT COMPANY					
		I-624992	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	54.66
		I-625235	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	32.99
		I-625463	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	33.00
01-3032	OTIS ELEVATOR COMPANY					
		I-CLH65013Z719	206-4550-425	REPAIRS 3RD QTR SVC.CONTRACT- LIBRARY	000000	137.91
01-3282	OSBORN, JANET					
		I-070919	206-4550-424	CHILDREN'S PR REIMBS./CHILDREN'S BOOKS/LIBR.	000000	238.71
01-3665	MITZI'S BOOKS					
		I-3154	206-4550-424	CHILDREN'S PR CHILDREN'S BOOKS - LIBRARY	000000	121.35
01-4322	SCHOLASTIC INC.					
		I-19549634	206-4550-424	CHILDREN'S PR CHILDREN'S BOOKS - LIBRARY	000000	130.68
				DEPARTMENT 550 LIBRARY	TOTAL:	1,666.79

				FUND 206 LIBRARY FUND	TOTAL:	1,666.79

PACKET: 04712 COMBINED - 7/16/19
 VENDOR SET: 01
 FUND : 209 BED & BOOZE FUND
 DEPARTMENT: 510 REC CENTER
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0223	COCA COLA BOTTLING HIGH	I-2953339	209-4510-426	SUPPLIES (2) 7 OZ CADDY PACK CUPS/REC	000000	50.00
01-0418	BLACK HILLS PIONEER	I-34035	209-4510-423	PUBLISHING COMM PAGES SPONSOR/REC CENTER	000000	12.50
01-0966	PETTY CASH-FINANCE OFFI	I-070919	209-4510-426	SUPPLIES PETTY CASH - COFFEE / REC CNTR	000000	8.20
01-1038	PUSH-PEDAL-PULL	I-251615	209-4510-425	REPAIRS SM-LG ROLLER REPAIRS-SRVC/REC	000000	86.50
01-1558	ECOLAB PEST ELIMINATION	I-7318884	209-4510-422	PROFESSIONAL COCKROACH-RODENT PROGRAM/REC	000000	94.05
01-2645	HAWKINS INC	I-4528005	209-4510-426	SUPPLIES AZONE-FOAM OUT-DRYTEC/REC	000000	1,260.54
01-3151	KONE INC.	I-959284821	209-4510-422	PROFESSIONAL JUNE ELEVATOR MAINT/REC CENTER	000000	154.71
01-3346	REGIONAL HEALTH	I-700000832062019	209-4510-422	PROFESSIONAL TESTING	000000	70.00
01-3618	KDSJ 980 AM RADIO	I-19-06-025	209-4510-423	PUBLISHING GOLD CAMP JUBILEE ADS/REC	000000	160.00
01-3648	NETWORK SERVICES COMPAN	I-600159-0	209-4510-426	SUPPLIES 2 PLY TOILET TISSUE/REC CENTER	000000	77.22
		I-600160-0	209-4510-426	SUPPLIES HARDWND TOWEL-GARBAGE BGS/REC	000000	163.28
01-4462	RAPID SPA	I-20274	209-4510-425	REPAIRS LEVER-DVRTR VALVE PAR HG/REC	000000	6.06
DEPARTMENT 510 REC CENTER					TOTAL:	2,143.06
01-3309	THE LORD'S CUPBOARD	I-070219	209-4980-429	OTHER 2019 ALLOCATION	000000	2,500.00
DEPARTMENT 980 SPECIAL EVENTS					TOTAL:	2,500.00
FUND 209 BED & BOOZE FUND					TOTAL:	4,643.06

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PACKET: 04712 COMBINED - 7/16/19

VENDOR SET: 01

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2019-070	212-4630-423	MARKETING WHITEWD CRK TRL DESIGN -BID#8	000000	1,922.50
			DEPARTMENT 630	BID 8	TOTAL:	1,922.50
			FUND	212	BID #8 (Business Improve)	TOTAL: 1,922.50

PACKET: 04712 COMBINED - 7/16/19

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-JUN-071219	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	0.11
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 0.11
01-1441	DAYS OF '76, INC.					
		I-070819	215-4572-250	VISITOR MGMT 2019 DAYS OF 76 RODEO	000000	60,000.00
01-2204	FERBER ENGINEERING COMP					
		I-J18-118-2.2	215-4572-235	VISITOR MGMT GIS TECH SERVICES JUNE 2019	000000	1,972.20
01-3558	DEADWOOD HISTORY, INC.					
		I-32300	215-4572-235	VISITOR MGMT GORDY PRATT PRES ROOSEV DEDICA	000000	200.00
01-4007	SPLIT ROCK STUDIOS					
		I-4247	215-4572-235	VISITOR MGMT HIST & INFO CNTR PROJECT	000000	23,400.00
				DEPARTMENT 572	HP VISITOR MGMT AND INFO	TOTAL: 85,572.20
01-0451	RUNGE, MIKE					
		I-071019	215-4573-335	HIST. INTERP. TRAVEL REIMB/PURCHASE ARCHIVES	000000	64.38
01-0568	TDG COMMUNICATIONS					
		I-15657	215-4573-335	HIST. INTERP. BULLOK/ROOSEVELT BANNERS	000000	4,788.00
01-2014	TOMS, DON					
		I-LC TAX BK 2 OF 19	215-4573-335	HIST. INTERP. LC TAX RECORDS BK 2 OF 19	000000	600.00
01-3940	EME CORPORATION					
		I-190603189	215-4573-335	HIST. INTERP. PLOTTER SUPPLIES	000000	203.00
				DEPARTMENT 573	HP HISTORIC INTERPRETATIO	TOTAL: 5,655.38
01-0776	ALBERTSON ENGINEERING,					
		I-13469	215-4575-515	GRANT/LOAN RE 562 WILLIAMS RW	000000	72.50
		I-13476	215-4575-515	GRANT/LOAN RE 291 WILLIAMS RW	000000	3,295.00
01-4514	UNITED METHODIST CHURCH					
		I-2044	215-4575-520	GRANT/LOAN PR 2018 RD 2 OUTSIDE DWD GRANT	000000	5,000.00
01-4515	USDA FOREST SERVICE					
		I-063019	215-4575-520	GRANT/LOAN PR 2017 RD2 OUTSIDE DWD GRANT	000000	6,850.00
				DEPARTMENT 575	HP DEADWOOD GRANT AND LOA	TOTAL: 15,217.50

PACKET: 04712 COMBINED - 7/16/19

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE	I-352950	215-4576-600	PROFES. SERV. OFFSITE BACKUP - HP	000000	215.00
01-0776	ALBERTSON ENGINEERING,	I-13465	215-4576-600	PROFES. SERV. OUTL SQUARE TREE FOUND	000000	797.50
01-2394	GUNDERSON, PALMER, NELS	I-94022	215-4576-620	PROFES. SERV. LEGAL EXPENSES - HP	000000	2,000.00
01-4288	STEELE, CINDY	I-062619	215-4576-630	PROFES. SERV. BLOCK CLUB BURNHAM REIMB	000000	42.59
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						3,055.09
01-0782	JACOBS PRECISION WELDIN	I-26056	215-4577-735	CAPITAL ASSET RODEO GROUNDS	000000	1,400.00
01-1148	KNECHT HOME CENTER, INC	I-3495154	215-4577-735	CAPITAL ASSET RODEO GROUNDS	000000	1,294.51
		I-3507680	215-4577-735	CAPITAL ASSET RODEO GROUNDS	000000	380.22
01-3318	PL CARPENTRY & ASSOCIAT	I-062819	215-4577-735	CAPITAL ASSET RODEO GROUNDS ADA PROJECT	000000	8,189.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						11,263.73
01-0418	BLACK HILLS PIONEER	I-33438	215-4641-423	PUBLISHING ADMIN ASSIT ADV	000000	160.00
01-0451	RUNGE, MIKE	I-071019	215-4641-427	TRAVEL TRAVEL REIMB/PURCHASE ARCHIVES	000000	177.25
		I-071019-2	215-4641-427	TRAVEL TRAVEL CONFERENCE BROOKINGS	000000	79.00
01-0510	GOLDEN WEST TECHNOLOGIE	I-353498	215-4641-434	MACHINERY/EQU ACTIVPANEL SET UP	000000	159.38
01-0966	PETTY CASH-FINANCE OFFI	I-070919	215-4641-426	SUPPLIES PETTY CASH - POSTAGE/BOND	000000	33.35
01-1215	OCHSE, ANN	I-2019-01	215-4641-422	PROFESSIONAL HP MTG 2019 JAN-JUNE	000000	315.00
01-1827	MS MAIL & MARKETING	I-10843	215-4641-423	PUBLISHING PRINT REDED ROOSEVELT FLYER	000000	12.50
		I-10849	215-4641-423	PUBLISHING JULY 2019 NEWSLETTER	000000	641.42
01-2145	BERG, DALE					

PACKET: 04712 COMBINED - 7/16/19

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2145	BERG, DALE		continued			
		I-2019-01	215-4641-422	PROFESSIONAL MTG ATT 2019 JAN-JUNE	000000	385.00
01-2181	STEINLICHT, WILLIE					
		I-2019-01	215-4641-422	PROFESSIONAL MTG ATT 2019 JAN-JUNE	000000	70.00
01-3373	AMAZON WEB SERVICES					
		I-239179613	215-4641-428	UTILITIES JUNE 1 - 30 2019	000000	584.36
01-3605	JOHNSON, MICHAEL					
		I-2019-01	215-4641-422	PROFESSIONAL MTG ATT JAN-JUNE	000000	420.00
01-3694	TOEWS, LYMAN					
		I-2019-01	215-4641-422	PROFESSIONAL MTG ATT 2019 JAN-JUNE	000000	490.00
01-3696	BLAIR, THOMAS					
		I-2019-01	215-4641-422	PROFESSIONAL MTG ATT 2019 JAN-JUNE	000000	455.00
01-4049	POSEY, BEVERLY					
		I-2019-01	215-4641-422	PROFESSIONAL MTG ATT 2019 JAN-JUNE	000000	490.00
01-4362	CARMODY, ROBIN					
		I-2019-01	215-4641-422	PROFESSIONAL MTG ATT 2019 JAN-JUNE	000000	455.00
01-4513	WILLIAMS, ANTHONY					
		I-2019-01	215-4641-422	PROFESSIONAL MTG ATT 2019 JAN-JUNE	000000	70.00
DEPARTMENT 641 OFFICE HIST. PRES.					TOTAL:	4,997.26
FUND 215 HISTORIC PRESERVATION					TOTAL:	125,761.27

PACKET: 04712 COMBINED - 7/16/19

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
01-1191	UMENTHUM, KEITH	I-4789629	216-1310	DUE FROM OTHE HILLS PARTNERSHIP 158 WILLIAMS	000000	315.00
01-4520	IVERSON CONSTRUCTION, I	I-2702	216-1310	DUE FROM OTHE 422 WILLIAMS KNIPPER	000000	20,000.00
01-4521	JOSEPH, SHIRLENE	I-2018-255	216-1310	DUE FROM OTHE 770 MAIN ST.	000000	1,020.41
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 21,335.41
01-1148	KNECHT HOME CENTER, INC	I-3496675	216-4653-962-04	SIDING GRANT SIDING 124 CHARLES-TRUCANO	000000	2,795.26
01-1333	DEADWOOD ELECTRIC	I-21853	216-4653-962-01	SPECIAL NEEDS 53 FOREST - LANE	000000	483.35
01-1496	LAWRENCE CO. REGISTER O	I-7102019	216-4653-960	CLOSING CO RECORD SATIS 771 MAIN	000000	30.00
		I-7319	216-4653-960	CLOSING CO REC MORT REAUSAW	000000	60.00
01-2857	NEIGHBORHOOD HOUSING SE	I-2019-6	216-4653-422	PROFESSIONAL SERVICE CONTRACT JUNE 19	000000	3,367.50
01-3552	COMPETITIVE MASONRY	I-781054	216-4653-962-01	SPECIAL NEEDS 37 WASHINGTON - HAUPT	000000	3,927.54
01-4086	TWIN CITY HARDWARE - GR	I-1906-026749	216-4653-962-03	WINDOWS GRANT 53 FOREST - LANE	000000	600.00
		I-1906-026749	216-4653-962-01	SPECIAL NEEDS 53 FOREST - LANE	000000	290.99
		I-1906-026751	216-4653-962-03	WINDOWS GRANT STORM DOORS 4 LINCOLN KRACHT	000000	1,800.00
		I-1906-026751	216-4653-962-01	SPECIAL NEEDS STORM DOORS 4 LINCOLN KRACHT	000000	2,379.95
		I-1907-029045	216-4653-962-03	WINDOWS GRANT 53 FOREST - LANE	000000	69.97
01-4406	TERRONES, LUIS	I-325943	216-4653-962-03	WINDOWS GRANT 53 FOREST - LANE	000000	700.00
01-4421	LAWLER, JEFFREY	I-11848	216-4653-962-08	FOUNDATION GR 25 JACKSON LAWLER	000000	2,191.00
		I-191833	216-4653-962-04	SIDING GRANT SIDING 25 JACKSON	000000	1,500.00
01-4509	MK CONSTRUCTION	I-472360	216-4653-962-08	FOUNDATION GR WORK COMPLETE 25 JACKSON - LAW	000000	1,567.04
01-4516	PEREZ SMALL REMODEL	I-516884	216-4653-962-04	SIDING GRANT SIDING 25 JACKSON = LAWLER	000000	2,718.75
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	24,481.35
				FUND 216 REVOLVING LOAN	TOTAL:	45,816.76

PACKET: 04712 COMBINED - 7/16/19

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
01-0539	LEAD-DEADWOOD SANITARY					
		I-06/30/19 EQR	602-4330-422	PROFESSIONAL JUNE EQR/WATER	000000	31,253.99
01-1827	MS MAIL & MARKETING					
		I-10849-A	602-4330-426	SUPPLIES UTILITY BILLS MAILING - JUNE	000000	305.60
				DEPARTMENT 330 WATER	TOTAL:	31,559.59
				FUND 602 WATER FUND	TOTAL:	31,559.59

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PACKET: 04712 COMBINED - 7/16/19

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
01-0539	LEAD-DEADWOOD SANITARY					
		I-06/30/19 CONSUMPT	603-4325-429	OTHER EXPENSE JULY CONSUMPTION/PUB BLDGS	000000	759.19
			DEPARTMENT 325	SEWER	TOTAL:	759.19
			FUND	603 SEWER FUND	TOTAL:	759.19

PACKET: 04712 COMBINED - 7/16/19

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-JUN-071219	607-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	0.65
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	0.65
01-0622	SILVERNAIL, GEORGEANN					
		I-72356	607-4580-426	SUPPLIES CORN BROOM-THERMOMETER/MM	000000	19.14
01-3346	REGIONAL HEALTH					
		I-700000832062019	607-4580-422	PROFESSIONAL TESTING	000000	70.00
01-4487	DONARSKI LAWN CARE & LAN					
		I-9861	607-4580-422	PROFESSIONAL MOWING 6/18-6/28/19/MT MORIAH	000000	1,620.00
			DEPARTMENT 580	HISTORIC CEMETERIES	TOTAL:	1,709.14
			FUND	607 HISTORIC CEMETERIES	TOTAL:	1,709.79

PACKET: 04712 COMBINED - 7/16/19

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0966	PETTY CASH-FINANCE OFFI					
		I-070919	610-3360-534	MILLER LOT PETTY CASH-RFND OVERCHG/METERS	000000	46.00
		I-070919	610-3360-531	INTERPRETIVE PETTY CASH-RFND OVERCHG/METERS	000000	11.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	57.00
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-55950	610-4360-426	SUPPLIES NO OUTLET,UP ARROW SIGNS- P&T	000000	60.00
01-4517	STRAIGHT LINE STRIPING					
		I-1478	610-4360-422	PROFESSIONAL YELLOW STRIPING,CURB -PKG RAMP	000000	1,180.23
			DEPARTMENT 360	PARKING/TRANSPORTATION	TOTAL:	1,240.23
01-0619	TWILIGHT FIRST AID & SA					
		I-26278	610-4361-426	SUPPLIES LENS TOWLETTES - TROLLEY	000000	17.95
01-0966	PETTY CASH-FINANCE OFFI					
		I-070919	610-4361-426	SUPPLIES PETTY CASH - POSTAGE/TOKENS	000000	7.90
01-1626	SERVALL UNIFORM AND LIN					
		I-0197844	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	122.22
		I-0209727	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	122.22
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-761382	610-4361-426	SUPPLIES SQUEEGEES/SCRUBBER - TROLLEY	000000	29.44
		I-32-761841	610-4361-426	SUPPLIES NYLON BUTTONS - TROLLEY	000000	16.52
		I-32-761895	610-4361-426	SUPPLIES FULL BLAST LOW&HIGH TON/TROLLE	000000	23.76
		I-32-762045	610-4361-426	SUPPLIES HI-AMP C.B.II,6 GA RIN/TROLLEY	000000	162.85
		I-32-762474	610-4361-426	SUPPLIES TUBELESS TRUCK TIRE - TROLLEY	000000	1.72
01-1827	MS MAIL & MARKETING					
		I-10813	610-4361-426	SUPPLIES RACK CARDS - TROLLEY	000000	1,000.00
01-2427	HOMETOWN TROLLEY					
		I-3108	610-4361-426	SUPPLIES NUT FOR SIMULATOR - TROLLEY	000000	36.70
01-4347	VERIZON CONNECT NWF, I					
		I-OSV000001808795	610-4361-422	PROFESSIONAL GPS SERVICE - JUN/TROLLEY	000000	109.75
			DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:	1,651.03
01-0429	BLACK HILLS ENERGY					
		I-POWER 06/27/19	610-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	699.46
01-0510	GOLDEN WEST TECHNOLOGIE					

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PACKET: 04712 COMBINED - 7/16/19

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 362 BROADWAY GARAGE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE	continued				
		I-352950	610-4362-422	PROFESSIONAL MANAGED FIREWALL - PKG RAMP	000000	52.50
01-3151	KONE INC.					
		I-959284821	610-4362-422	PROFESSIONAL JUNE ELEVATOR MAINT/RAMP	000000	154.72
			DEPARTMENT 362	BROADWAY GARAGE	TOTAL:	906.68
			FUND	610	PARKING/TRANSPORTATION	TOTAL: 3,854.94

7/12/2019 11:05 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 21

PACKET: 04712 COMBINED - 7/16/19

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-JUN-071219	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	6,800.26
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	6,800.26
			FUND	722 SALES TAX AGENCY	TOTAL:	6,800.26

PACKET: 04712 COMBINED - 7/16/19

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-070919	723-4000-429	OTHER CITY SLOTS - PYMT 1, YR 2	000000	109,375.00
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	109,375.00
			FUND	723 NICKEL SLOT PAYMENT AGENCY	TOTAL:	109,375.00
					REPORT GRAND TOTAL:	459,680.03

Mayor's Proclamation

Whereas, the City of Deadwood relies on hard working international J-1 student workers to cover additional staffing needs during the peak season. Many of these positions would remain unfilled without the influx of international student workers over these busy months. Businesses would remain unable to fulfill all of our Guest's needs without the help of these students.

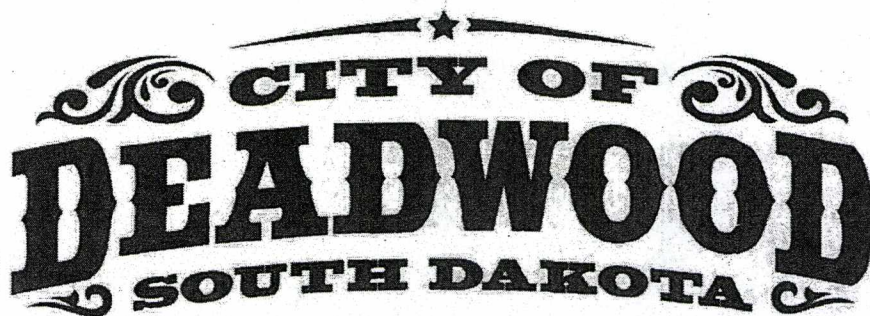
Whereas, Deadwood businesses are happy to provide job experiences for international student workers. The citizens and employees of Deadwood are able to share their culture with these international students and these students, in turn are able to reciprocate in sharing their way of life and many traditions.

Therefore, be it resolved that I, David Ruth Jr., Mayor of Deadwood, do proclaim July 17th, 2019 as **International J-1 Student Workers Day** in the City of Deadwood. I encourage residents and businesses to recognize the positive impact of international workers and to welcome and thank those who find their way into our community.

David Ruth Jr., Mayor

1 Set 61cachers -
Request.

60B
RECEIVED MAY 30 2019



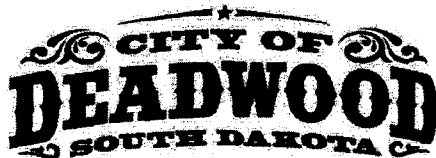
Event Complex Rental and Use Agreement

Event: Deadwood All IN

Date: 09-07-2019 - 09-08-2019?

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood All IN

Contact Information:

Name of Applicant: James Carter

Business/Organization: Carter FMX LLC

Mailing Address: 302 Columbus St

City, State Zip: Rapid City SD 57701

Business Phone: 605 415 2371 Cell Phone: _____

Email Address: James @ Carter FMX . com

Dates Event Complex requested:

Set up Date(s): Sept. 3rd - Sept. 6th Hour(s): _____

Event Date(s): Sept. 7th - Sept. 8th Hour(s): Gate Open 4:30pm Show Start 6:30pm - 9pm

Clean-up Date(s): Sept. 9th Hour(s): _____

Approximate number of people who will attend: 3000 +

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

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

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

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

\$1 Surcharge
\$1000

Fees

Refundable Deposits

Event Complex Facilities \$ _____

Key Deposit \$ 100

Parking Lots \$ _____

Cleaning/Damage Deposit \$ 1000

Baseball Fields \$ _____

Total Fees \$ _____

Total Deposits \$ 1100

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

Organization: Deadwood All IN Freestyle Motocross Show

Name: James Carter Title: Promoter

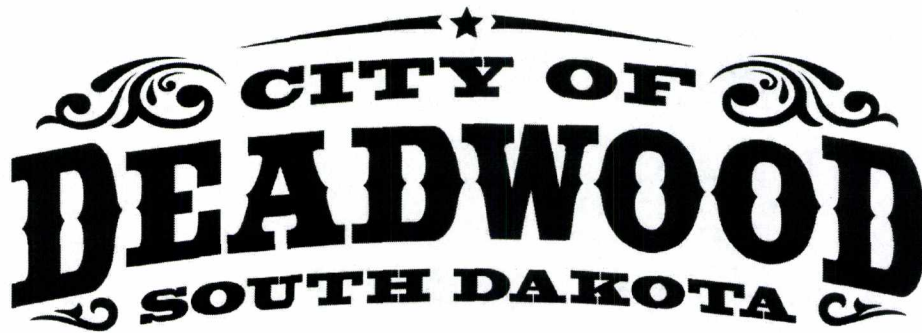
Signature: [Signature] Date: 03-20-19

For Office Use Only:

Date Fees Received: _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____



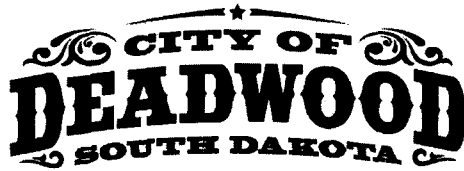
Event Complex Rental and Use Agreement

Event: Black Hills Veterans March and Marathon

Date: 20-21 September 2019

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Black Hills Veterans March and Marathon

Contact Information:

Name of Applicant: Joshua Wermers

Business/Organization: Black Hills Veterans March and Marathon

Mailing Address: 10000 Pioneer Ave

City, State Zip: Rapid City, SD 57702

Business Phone: 605-786-2032

Cell Phone: 605-786-2032

Email Address: joshua.j.wermers.mil@mail.mil

Dates Event Complex requested:

Set up Date(s): 20 September 2019

Hour(s): 1030AM to 1000 PM

Event Date(s): 21 September 2019

Hour(s): 0500AM to 1000 PM

Clean-up Date(s): 21 September 2019

Hour(s): 0500AM to 1000 PM

Approximate number of people who will attend: 350

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

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

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

Organization: Black Hills Veterans March and Marathon

Name: Joshua J. Wermers

Title: Co-Chair

Signature: WERMERS.JOSHUA.JAMES.1147382371

Digitally signed by WERMERS.JOSHUA.JAMES.1147382371
Date: 2019.06.05 12:04:40 -0600

Date: 6/5/2019

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

6E
6-30-19

David R. Ruth Jr.

Mayor of the City of Deadwood

108 Sherman St.

Deadwood, SD. 57732

Mr. Ruth,

My name is Jeffrey L. Lawler. I am a relatively new member of the Deadwood community, purchasing the home located at 25 Jackson St.

I have been approached recently by a couple different individuals inquiring as to my interest in working with the community by potentially serving on the Planning and Zoning Commission. Additionally, John Martinesko is my neighbor and has mentioned it to me.

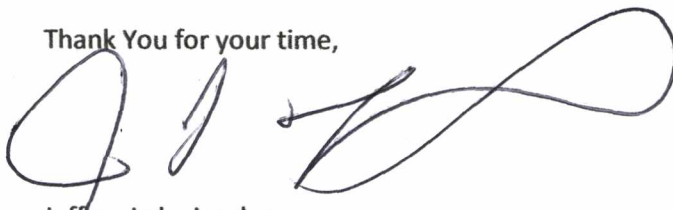
My father worked for the Federal Government, hence the reason I was born in Washington DC. I was raised in Washington DC, Aberdeen, SD and Tucson, AZ.

I do not have any personal experience serving in Public Office. My Career was, and is, in the Real Estate field. For thirty years I was employed with the three largest Vacation Ownership companies in the World. I was on the Sales management side of the Time Share Industry, working for over 20 years in Las Vegas, Cabo San Lucas, MX, and Maui Hawaii.

Upon my return to SD for family reasons, I began selling Real Estate for Pat Hall, Owner/Broker of Premier Properties. I am also licensed in Hawaii and Nevada.

If you would like to visit further about the Planning and Zoning opening, please feel free to reach out.

Thank You for your time,

A handwritten signature in dark ink, appearing to read 'Jeffrey Lawler', with a large, stylized loop at the end.

Jeffrey Luke Lawler

25 Jackson Street

Deadwood, SD. 57732

605-218-1701

(Name and Title of Official)

LOG

DAYS OF '76, INCORPORATED

Post Office Box 391, Deadwood, SD 57732 • (605) 578-1876 • Fax (605) 578-2429

July 8, 2019

City of Deadwood
Attn: Jessica McKeown
Attn: Kevin Kuchenbecker
108 Sherman Street
Deadwood, SD 57732

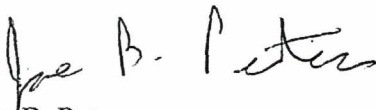
Re: Days of '76, Inc.

The Days of '76 is requesting the following amounts from the 2019 budget:

*	Rodeo (HPC) -	\$60,000.00
*	Bed & Booze Tax -	\$10,000.00

Please let me know if you have any questions, thank you.

Sincerely,

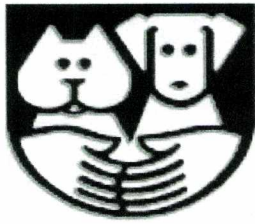


Joe B. Peterson
Treasurer
Days of '76, Inc.

JBP:tmm

209-4980-429

60H



Friends of the Twin Cities Animal Shelter
P.O. Box 610
Lead, SD 57754

(605) 584-2480

July 5, 2019

City of Deadwood
Finance Office
102 Sherman Street
Deadwood, SD 57732

Re: 2019 Spay & Neuter Funds

Dear Jessica,

This letter is to request the release of the Shelter's spay and neuter funds for 2019 \$3250.00 was included in the 2019 budget. Please issue a check payable to the shelter at your earliest convenience.

I have enclosed a finance statement for the Twin city animal Shelter.

Thank you in advance for your help in this matter.

Sincerely,

Sarah McEvoy
578-3918

Treasurer

101-4412-422
2019 Spay/Neuter
Funds

POSITION DESCRIPTION

TRANSPORTATION AND FACILITIES DIRECTOR

GENERAL PURPOSE

Performs routine and complex administrative work in planning, organizing, coordinating and administering a transportation system for daily commuters, as well as special events. Oversees and administers the daily operations of all public buildings. Manage risk exposure for all city employees, property and events.

SUPERVISION RECEIVED

Works under the general supervision of the City Commission.

SUPERVISION EXERCISED

Part-time trolley drivers, contracted trolley cleaning staff, public buildings maintenance technician, janitorial staff and recreation director.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Manages and supervises assigned operations to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.

Provides leadership and direction in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.

Communicates policies and procedures to staff and the general public.

Assures that assigned areas of responsibility are performed within budget; performs cost control activities, monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.

Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.

Maintains a positive work environment among workers and resolves grievances; performs or assists subordinates in performing duties; adjusts errors and complaints.

Prepares a variety of studies, reports and related information for decision-making purposes.

Coordinates and schedules trolleys for special events as needed.

Plans, carries out and evaluates preventive maintenance schedule. Evaluates status of trolley and schedules needed replacement and/or repairs.

Responsible for maintenance on trolleys, including fueling, general maintenance; coordinates routine servicing and repairs of trolley.

Responds to public inquiries about the transportation system, city-owned buildings and safety that are made by telephone, correspondence, or during public meetings.

Maintains records and statistics for programs and personnel.

Organizes, plans and conducts safety meetings.

Responsible for maintenance of public buildings; including general maintenance, coordination of repairs, and capital improvement on public buildings.

PERIPHERAL DUTIES

Performs a variety of miscellaneous duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

One year related experience or any equivalent combination of education and experience.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Considerable knowledge of planning, operations and administration of transportation and public buildings.

Considerable knowledge of the trolley equipment and public buildings operations.

Skill in operation of tools and equipment.

Ability to develop, coordinate, and direct varied activities involved in the trolley program, safety efforts and public buildings.

Ability to establish and maintain effective working relationships with employees, supervisors, vendors, contractors, participants, and the general public; ability to communicate effectively orally and in writing.

SPECIAL REQUIREMENTS

Valid South Dakota Commercial driver's license or ability to obtain one.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing software; calculator; copy and fax machine; phone; mobile or portable radio; automobile. Mechanics tools including jacks, hydraulic lifts, air tools, and other tools required for minor repairs and maintenance.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is occasionally required to use hands or fingers, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet while in the office, and moderately loud when in the field.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

FUNCTIONAL JOB DESCRIPTION

DATE: _____

Position: Transportation and Facilities Director

Employee Name: _____

Physician Approval: _____

Date Developed: 05/15/17 Revisions: _____

PHYSICAL DEMANDS

Note: In terms of an eight hour workday.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 4 - 5 HOUR DAY	COMMENTS
Sit	< 1	2	
Stand	< 1	2	
Walk	< 1	2	

Occasionally = 1% - 33% Frequently = 34% - 66% Continuously = 67% - 100%

ACTIVITY	NONE	OCCASIONAL	FREQUENTLY	CONTINUOUSLY	COMMENTS
Bend/Stoop		X			
Squat		X			
Crawl		X			
Climb		X			
Reach		X			
Reach above shoulder level		X			
Crouch		X			
Kneel		X			

Balance		X			
Push/Pull		X			

PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	75 pounds			Changing Tires, General Maintenance
Lift (pounds)	75 pounds			

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.	X	X	May operate motor vehicles.
Simple hand grasping	X	X	
Firm hand grasping	X	X	
Fine manipulating	X	X	

SENSORY PERCEPTIONS

ITEM	YES	NO	COMMENTS
Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts.	X		
Color Perception	X		
Depth Perception	X		
Less than arm's length work.	X		
70 ° field of vision.	X		
Potential Safety hazard.	N/A		

Requires protective clothing or personal protective devices.	X		Coveralls, HPD, gloves for fueling, respirator, dust mask., arm guards
Correctable vision to 20/40 Near/Far	X		

ESSENTIAL FUNCTIONS

WORKING CONDITIONS	YES	NO	COMMENTS
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	X		
The worker is subject to outside environmental conditions; no effective protection from weather.	X		
The worker is subject to both environmental conditions; activities occur inside and outside.	X		
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.	X		
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.	X		
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.	X		
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.	X		
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		
Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.	X		

Worker is subject to scheduled overtime.		X	
Worker is subject to unscheduled overtime.		X	
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.	X		
Worker is subject to night work hours.	X		

MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine	X		
Complaint	X		
Emergency	X		
Handling Conflict	X		
Handling multiple priorities	X		
Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.	X		
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure	X		
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		
Communication Skills:			
Develop written communications requiring grammar skills.	X		
Interact with customers on an explanatory basis.	X		
Interact with groups of people.	X		
Math Skills:			
Basic skills of addition, subtraction, and multiplication.	X		
Advanced math skills.		X	

Reading Skills:			
Basic instructions material	X		
Technical information	X		
Other			
Other.			

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for TRANSPORTATION AND FACILITIES DIRECTOR**

I, _____, have read and understand that the duties listed above are intended only as an illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar, related or a logical assignment to the position.

Employee Signature

Date

Updated and Approved by the City Commission: May 15, 2017

6J

POSITION DESCRIPTION

ZONING ADMINISTRATOR

GENERAL PURPOSE-ZONING

This is a position with a very high degree of independence and responsibility of implementing and assuring compliance with the Deadwood Zoning and Subdivision regulations. An administrator performs professional planning activities pertaining to planning and zoning, including land use, transportation, zoning, development review, variance and special exception requests, economic development and historic preservation duties and other areas of planning impact.

The decisions and actions of the Administrator significantly affect the quality of Deadwood's built and natural environment, the public's health, and welfare, and the public's perception of zoning and planning. The decisions and actions can also have substantial economic impacts, particularly in matters of enforcement, which can have major effects for property owners, and places a heavy responsibility on the employee for maintaining public confidence and integrity of city government.

SUPERVISION RECEIVED

The position is appointed by the Mayor of the City of Deadwood and is under the general supervision of the Deadwood City Commission, Deadwood Planning and Zoning Commission and Deadwood Historic Preservation Commission. One (1) city commissioner is assigned to the office on an annual basis. The position reports to two (2) different commissions.

SUPERVISION EXERCISED

Employee shares direct supervision over the Office Manager/Administrative Assistant. Employee in direct supervision to Building Inspector.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Consistent application and enforcement of all rules and regulations pertaining to the Zoning and Subdivision regulations. This requires a full knowledge and understanding of the Deadwood Zoning and Subdivision regulations, including knowledge of pertinent State Statutes and practices that influence zoning.

Taking in and reviewing of applications and evaluation of their completeness and conformance with appropriate requirements.

Discuss with applicants and prospective applicants the application procedures, ordinance requirements, and other information necessary to inform them of their options and responsibilities. Develop and/or provide applicants with summary and checklist information of the procedures, deadlines, and fees.

Meet with applicants and prospective applicants, either independently or as part of a staff team, to discuss the details of their proposals, and provide guidance as warranted with respect to a project's conformance with the City's standards.

Cooperate with other staff and departments as warranted in the review of development policies.

Issue permits within the statutorily prescribed time of an application for proposed uses or structures or changes in use if such use or structure is in strict conformity with the local ordinance(s).

Ensure that all permits issued are posted as prescribed by law and copies distributed as necessary.

Calculate and collect necessary application fees and maintain records of all such fee collected.

Conduct inspections of buildings and uses of land or structures to determine compliance with the terms of the zoning regulations and any representations of previously issued zoning permits.

Issue notices of violation and orders of compliance and institute appropriate proceedings for enforcement of the provisions of the zoning ordinance where a violation persists.

At the appropriate time, institute legal proceedings through the City Attorney's Office.

Provide primary staff support to the Deadwood Planning and Zoning and City Commissions.

Maintain a database of zoning permit activity and prepare periodic reports.

Investigate citizen complaints to determine if violations exist; maintain appropriate records of such investigations; and follow-up as necessary to ensure compliance.

Participate in training opportunities to refresh existing knowledge and remain informed of new regulations, statutory changes, and case law that affect the interpretation, administration and enforcement of zoning.

Respond to requests for information from any member of the public on Deadwood Zoning, and provide information that is readily available in files in accordance with department policies.

PERIPHERAL DUTIES

Participate in staff and safety meetings and other departmental functions to coordinate activities and ensure the smooth, efficient and effective operation of the department(s).

Though a position with statutorily defined duties, the Zoning Administrator also functions as part of a departmental team and as a part of a broader local governmental entity. Need to maintain lines of communication and cooperation among other departments and staff.

Assist in planning activities, such as in providing permit activity data and analyses, assisting in the zoning revision process, providing feedback on recommended zoning changes, or other activities.

Develop application forms, instructions and other materials, and to include Internet and Web-based devices, to assist applicants or citizens seeking information concerning Deadwood's regulatory process.

Assist the support staff in maintaining appropriate records and files and assuming clerical duties as necessary in order to meet obligations.

Participate in annual budgeting and report preparation.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

Graduation from an accredited high school or GED equivalent with drafting and/or site plan and blueprint reading skills.

Prefer individual who has working knowledge of zoning law or past experience in zoning. Considerable experience in zoning ordinance work and graduation from a standard high school, college or trade school, preferably supplemented by courses in zoning and building matters combining experience with training.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

A deductive, logical system of thought common in reading and interpreting legal documents. An ability to read legal descriptions and similar pertinent documents to zoning administration.

Basic knowledge and computer skills in use of word processing, database, mapping and computer networking abilities.

Prefer individual who has working knowledge of zoning law or past experience in zoning. Considerable experience in zoning ordinance of work and graduation from a standard high school, college or trade school, preferably supplemented by courses in zoning and building matters combining experience with training.

SPECIAL REQUIREMENTS

Ability to work and communicate with elected and appointed officials and the public with appropriate etiquette and diplomacy (written and oral).

Telephone and etiquette skills.

Ability to speak before groups and organizations.

Ability to pay close attention to details.

Must possess good organizational skills as follows:

1. Prioritize and schedule work load appropriately;
2. Able to work independently with little or no supervision; and,
3. Meet deadlines.

TOOLS AND EQUIPMENT USED

Vehicle, Computer, Calculator

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable those individuals with disabilities to perform the essential functions.

Sit at desk to operate computers, review applications and site plans and meet with public.

Prolonged walking over uneven terrain, on stairs, handgrip to pull one's self over obstacles in order to conduct and perform site inspections and specific evaluations.

Periodic bending and stooping to obtain files and/or books, move objects in the field and to operate various field equipment (posting signs, tape measure, measuring wheel).

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable those individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to inside office working conditions, as well as, onsite inspections outside of office despite weather conditions and exposure to allergens.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews and reference check; job related tests may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

FUNCTIONAL JOB DESCRIPTIONS

DATE: _____

Position: Zoning Administrator

Employee Name: _____

Physician Approval: _____

Date Developed: 03/25/05 Revisions: _____

PHYSICAL DEMANDS

Note: In terms of an eight hour workday.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 HOUR DAY	COMMENTS
Sit	1	6	
Stand	1	1	
Walk	2	1	Uneven surfaces.

Occasionally = 1% - 33% Frequently = 34% - 66% Continuously = 67% - 100%

ACTIVITY	NONE	OCCASIONAL	FREQUENTLY	CONTINUOUSLY	COMMENTS
Bend/Stoop		X			Riding in motor vehicles
Squat	X				
Crawl	X				
Climb		X			
Reach		X			
Reach above shoulder level		X			
Crouch		X			
Kneel		X			
Balance		X			

Push/Pull		X			
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PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	25 pounds			
Lift (pounds)	25 pounds			

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.	X	X	Drive vehicle.
Simple hand grasping	X	X	
Firm hand grasping	X	X	
Fine manipulating	X	X	

SENSORY PERCEPTIONS

ITEM	YES	NO	COMMENTS
Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts.	X		
Color Perception	X		Mapping.
Depth Perception	X		
Less than arm's length work.	X		
70 ° field of vision.	X		
Potential Safety hazard.	N/A		
Requires protective clothing or personal protective devices.	X		Hard hat, steel toe boots, hearing protection, safety glasses,

			respirator (rarely).
Correctable vision to 20/40 Near/Far	X		

ESSENTIAL FUNCTIONS

WORKING CONDITIONS	YES	NO	COMMENTS
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	X		
The worker is subject to outside environmental conditions; no effective protection from weather.	X		
The worker is subject to both environmental conditions; activities occur inside and outside.	X		
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.		X	
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.		X	
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.		X	
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.		X	
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		
Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.		X	
Worker is subject to scheduled overtime.	X		Department head meetings

Worker is subject to unscheduled overtime.		X	
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.		X	
Worker is subject to night work hours.	X		

MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine	X		
Complaint	X		
Emergency		X	
Handling Conflict	X		
Handling multiple priorities	X		
Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.	X		
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure	X		
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		
Communication Skills:			
Develop written communications requiring grammar skills.	X		
Interact with customers on an explanatory basis.	X		
Interact with groups of people.	X		
Math Skills:			
Basic skills of addition, subtraction, and multiplication.	X		
Advanced math skills.	X		

Reading Skills:			
Basic instructions material	X		
Technical information	X		
Other			
Other.			

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for ZONING ADMINISTRATOR**

I, _____, have read and understand that the duties listed above are intended only as an illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar, related or a logical assignment to the position.

Employee Signature

Date

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POSITION DESCRIPTION

HISTORIC PRESERVATION OFFICER

GENERAL PURPOSE

This position is responsible for providing information to the public, provides protection of publicly and privately-owned historic properties and assists homeowners in caring for their historic properties. This position is responsible for coordinating work with other groups (i.e. Neighborhood Housing). Employee would also be responsible for managing a 6.8 Million dollar budget for the City of Deadwood Historic Preservation.

SUPERVISION RECEIVED

Works under the general guidance and direction of the Deadwood City Commission and the Commissioner for Historic Preservation.

SUPERVISION EXERCISED

This position exercises supervision over technical, clerical and professional personnel. Act as sexton to historical cemeteries; St. Ambrose and Mt. Moriah.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Serves as staff to the Deadwood Historic Preservation Commission and prepares reports, staff reports, meeting agendas and correspondence related to historic preservation.

Organize, attend, and record committee meetings as directed.

Review grant and loan requests for preservation funds to insure that they meet established preservation standards.

Review city and private projects to insure adherence to established preservation standards.

Provide technical preservation advice to the City Commission, the Deadwood Historic Preservation Commission, city staff, architects/engineers, contractors and the general public.

Assist the Deadwood Historic Preservation Commission in the preparation of the historic preservation budget.

Promote historic preservation through public education and outreach programs within Deadwood and throughout the state.

Maintain amicable relationships with various states, local and national media.

Once a week must attend the City Commission meeting, as well as, attend and run the Historic Preservation Commission meeting twice a month.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

Graduation from College or University with a Master Degree in Historic Preservation, architecture, planning or other degree as determined suitable by the City Personnel Office.

Two (2) years full time experience in historic preservation may be substituted for the Master's Degree.

NECESSARY KNOWLEDGE SKILLS AND ABILITIES

Possess an ability to work and communicate effectively, both orally and in writing, with state and local agencies, as well as consultants.

Position requires an understanding, experience, and enthusiasm for engaging the public in preservation.

Employee must possess the ability to provide information regarding preservation incentive assistance procedures.

SPECIAL REQUIREMENTS

Evening and weekend meetings and projects.

Represent the City in presenting and explaining the budget to the State.

Must possess or be able to obtain a valid South Dakota driver's license.

TOOLS AND EQUIPMENT USED

Word processor, digital camera, telephone, photocopier, and other office equipment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Employee will be required to perform onsite inspections of archeological, construction and project sites. Job requires sitting, standing, bending, and occasional lifting. Some other requirements include a normal range of hearing and manual dexterity to operate keyboard, telephone, photocopier, and other office equipment as needed.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works outside and is exposed to all types of weather conditions and different terrains. Employee is also frequently exposed to indoor working conditions.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interview and reference check; job related tests may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

FUNCTIONAL JOB DESCRIPTION

DATE: _____

Position: Historic Preservation Officer

Employee Name: _____

Physician Approval: _____

Date Developed: 03/25/05 Revisions: _____

PHYSICAL DEMANDS

Note: In terms of an eight hour workday.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 HOUR DAY	COMMENTS
Sit	2	5	
Stand	2	1	
Walk	2	2	Uneven surfaces.

Occasionally = 1% - 33% Frequently = 34% - 66% Continuously = 67% - 100%

ACTIVITY	NONE	OCCASIONAL	FREQUENTLY	CONTINUOUSLY	COMMENTS
Bend/Stoop		X			
Squat		X			
Crawl	X				
Climb		X			
Reach			X		
Reach above shoulder level		X			
Crouch	X				
Kneel	X				

Balance	X				
Push/Pull		X			

PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	25 LBS	10 LBS		
Lift (pounds)	25 LBS	10 LBS		

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.	N/A	N/A	
Simple hand grasping	X	X	
Firm hand grasping	X	X	
Fine manipulating	X	X	Use of camera/computer

SENSORY PERCEPTIONS

ITEM	YES	NO	COMMENTS
Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts.	X		
Color Perception	X		
Depth Perception	X		
Less than arm's length work.	X		
70 ° field of vision.	X		
Potential Safety hazard.	N/A		

Requires protective clothing or personal protective devices.	X		Hard hat, steel toe boots, gloves, hearing protection, dust mask, eye protection.
Correctable vision to 20/40 Near/Far	X		

ESSENTIAL FUNCTIONS

WORKING CONDITIONS	YES	NO	COMMENTS
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	N/A		
The worker is subject to outside environmental conditions; no effective protection from weather.	N/A		
The worker is subject to both environmental conditions; activities occur inside and outside.	X		
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.	X		
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.	X		
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.		X	
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.	X		
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		

Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.		X	
Worker is subject to scheduled overtime.		X	
Worker is subject to unscheduled overtime.		X	
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.		X	
Worker is subject to night work hours.	X		

MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine	X		
Complaint	X		
Emergency		X	
Handling Conflict	X		
Handling multiple priorities	X		
Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.	X		
Operate under short time frames; deadlines	X		
Serious consequences of error.		X	
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure	X		
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		
Communication Skills:			
Develop written communications requiring grammar skills.	X		
Interact with customers on an explanatory basis.	X		
Interact with groups of people.	X		

Math Skills: Basic skills of addition, subtraction, and multiplication. Advanced math skills.	X	X	
Reading Skills: Basic instructions material Technical information	X X		
Other			
Other.			

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for HISTORIC PRESERVATION OFFICER**

I, _____, have read and understand that the duties listed above are intended only as an illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar, related or a logical assignment to the position.

Employee Signature

Date

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POSITION DESCRIPTION

RECREATION CENTER DIRECTOR

GENERAL PURPOSE

Employee is responsible for organizing, coordinating and managing all aspects of the City Recreation Center and its programs.

SUPERVISION RECEIVED

Employee works under the general direction of the Transportation and Facilities Director.

SUPERVISION EXERCISED

Employee is the direct supervisor to the recreation center lifeguards, volunteers and referees.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Acts as supervisor to all lifeguards, volunteers and referees.

Plans, organizes and schedules programs offered at the Recreation Center.

Responsible for the safety procedures and training of the lifeguards.

Responsible for the hiring of lifeguards.

Assists the Public Works Director with budget planning and manages the annual budget in an efficient manner.

Receives fees and monies from program participants and accounts for such income and deposits.

Carefully monitors and controls water quality in the swimming pool and oversees the operation of all pool pumps, equipment and filters.

Performs and instructs lifeguards of necessary custodial duties.

Performs other duties as may be necessary.

Makes written recommendation for discipline and dismissal of employees.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

Must possess a high school diploma or a GED equivalent.

Two years experience in a position requiring listed certifications, or any equivalent combination of education and experience.

NECESSARY KNOWLEDGE SKILLS AND ABILITIES

Must possess managerial skills of planning, organizing and coordinating events and programs.

Ability to train personnel for and maintain a high degree of safety.

Ability to motivate staff and volunteers.

SPECIAL REQUIREMENTS

Must be a certified Water Safety Instructor or equivalent, Certified Pool Operator (CPO), and Lifeguard Instructor.

Must be certified in Lifeguard Training, CPR and First Aid.

TOOLS AND EQUIPMENT USED

PHYSICAL DEMANDS

The physical demands here are respectively those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must be able to lift or move 50 pounds. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

WORK ENVIRONMENT

Lighting: natural or fluorescent

Space: open spaces or small spaces for repairs

Temperatures: extreme hot or cold temperatures may be encountered

Flooring: concrete, wood, snow, ice, etc.

Lifting: up to 50 pounds

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is exposed to pool chemicals and cleaning supplies. The employee occasionally works near moving mechanical parts.

The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews and reference check; job related test may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

FUNCTIONAL JOB DESCRIPTION

DATE: _____

Position: _____ Recreation Center Director _____

Employee Name: _____

Physician Approval: _____

Date Developed: 03/25/05 Revisions: _____

PHYSICAL DEMANDS

Note: In terms of an eight hour workday.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 HOUR DAY	COMMENTS
Sit	< 1	4	
Stand	1	1	
Walk	< 1	3	

Occasionally = 1% - 33% Frequently = 34% - 66% Continuously = 67% - 100%

ACTIVITY	NONE	OCCASIONAL	FREQUENTLY	CONTINUOUSLY	COMMENTS
Bend/Stoop		X			Check pool chemicals.
Squat		X			
Crawl	X				
Climb	X				
Reach		X			
Reach above shoulder level		X			
Crouch		X			

Kneel		X			
Balance		X			
Push/Pull		X			

PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	50 pounds			
Lift (pounds)	50 pounds			

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.			
Simple hand grasping	X	X	
Firm hand grasping	X	X	
Fine manipulating	X	X	

SENSORY PERCEPTIONS

ITEM	YES	NO	COMMENTS
Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts.	X		
Color Perception	X		Check chemicals
Depth Perception	X		
Less than arm's length work.	X		
70° field of vision.	X		

Potential Safety hazard.	N/A		
Requires protective clothing or personal protective devices.	?		
Correctable vision to 20/40 Near/Far	X		

ESSENTIAL FUNCTIONS

WORKING CONDITIONS	YES	NO	COMMENTS
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	X		Humidity from pool.
The worker is subject to outside environmental conditions; no effective protection from weather.		X	
The worker is subject to both environmental conditions; activities occur inside and outside.		X	
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.		X	
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.		X	
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.		X	
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.	X		
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		Pool chemicals, cleaning supplies.

Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.		X	
Worker is subject to scheduled overtime.	X		
Worker is subject to unscheduled overtime.	X		
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.	X		
Worker is subject to night work hours.	X		Rarely, if called in for emergency.

MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine	X		
Complaint	X		
Emergency	X		
Handling Conflict	X		
Handling multiple priorities	X		
Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.	X		
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure	X		
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		
Communication Skills:			
Develop written communications requiring grammar skills.	X		
Interact with customers on an explanatory basis.	X		
Interact with groups of people.	X		

Math Skills: Basic skills of addition, subtraction, and multiplication.	X		
Advanced math skills.		X	
Reading Skills:			
Basic instructions material	X		
Technical information	X		
Other			
Other.			

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for RECREATION CENTER DIRECTOR**

I, _____, have read and understand that the duties listed above are intended only as an illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar, related or a logical assignment to the position.

Employee Signature

Date

POSITION DESCRIPTION

BUILDING INSPECTOR

GENERAL PURPOSE

The building inspector inspects building and structures in all stages of construction, alteration, and repair to insure compliance with the building code and city ordinances. Inspectors make an initial inspection during the first phase of construction, and follow-up inspections throughout the construction project to monitor compliance with regulations. However, no inspection is ever the same.

SUPERVISION RECEIVED

Works under the general supervision of the Zoning Administrator.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Understand, interpret, and enforce the International/Residential/Building Code as adopted by the City of Deadwood. The code applies to construction, alteration, moving demolition, repair and maintenance and use of any building within the jurisdiction.

Review and interpret plans, blueprints, site layouts, specifications, and construction methods to ensure compliance to legal requirements and safety regulations.

Inspects new construction, additions, alterations, and rehabilitation projects and determines compliance with building code, city ordinances, Historic Preservation, and Zoning regulations.

Makes repeated inspections from ground breaking to the issuance of Certificate of Occupancy.

Determine what work requires a building permit. Issue permits for construction, relocation, demolition, and occupancy. Arrive at valuation of the project to calculate the fee of the building permit and collect the fee.

Issue violation notices and stop work orders, conferring with owners, violators, and professionals to explain regulations and the recommend rectifications.

Maintain files of building permits, plans, and specifications.

Maintain daily logs and at times, supplement records with photographs.

Building Inspector works with a plan review consultant for large projects. From that, review decisions are made that effect changes for code compliance.

Assure that special inspections and testing are conducted by outside agencies (i.e. concrete testing, inspections of concrete reinforcing, typically done by engineering firms) as the project progresses.

Enforce the City of Deadwood Sign Ordinance.

PERIPHERAL DUTIES

Provide the Administrative Assistant with monthly building permit information in order to organize, compile, and produce a report for the city files and Lawrence County Equalization Office.

Insure that plans and specifications are certified and have an engineer or architects stamps as required by South Dakota law regulating design professionals.

Communicate with City Zoning Administrator and Historic Preservation Officer.

Inform petitioners for sign applications of the types of signage allowed within the city limits of Deadwood, and notify businesses or persons when they are in violation of the sign ordinance.

Enforce the Contractor's Ordinance of the City of Deadwood and make sure all contractors are licensed to work in Deadwood.

Work with Administrative Assistant to maintain contractor's license records updated, including insurance coverage and excise tax numbers.

Review and approve floor plans for gaming establishments.

Work with gaming owners, their architects and contractors in sorting out basic code issues from "building definition issues" that are promulgated by the gaming commission.

Attend state sponsored training programs and/or attend seminars sponsored by building code organizations.

Testify before the gaming commission on building issues. Also, testify in court when needed on code issues.

Enforce nuisance ordinance that includes abatement for abandoned vehicles on private property.

Conduct sidewalk survey on an annual basis and/or by complaints lodged by public individual.

Inspect requests submitted for Historic Preservation loan and grant programs.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

Because inspectors must possess the right mix of technical knowledge, experience and education, applicants who have formal training as well as experience are ideal for the position.

Graduation from an accredited high school or GED equivalent.

Two (2) years of experience in construction as a carpenter, electrician or plumbers. Knowledge of Building Code and related codes, ordinances and regulations; building and site construction and materials and accepted safety standards; principles and techniques of plan review and inspections.

Certification from International Code Conference for building inspector and/or Plans Examiner, two (2) years after hire date and maintain such certification.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Reading Comprehension: Understanding written sentences and paragraphs in work related documents.

Active Listening: Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.

Mathematics: Using mathematics to solve problems.

Critical Thinking: Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.

Active Learning: Understanding the implications of new information for both current and future problem-solving and decision-making.

Time Management: Managing one's own time.

Writing: Communicating effectively in writing.

Coordination: Adjusting actions in relation to other's actions.

Social Perceptiveness: Being aware of other's reactions and understanding why they react as they do.

Problem Sensitivity: The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.

Oral Expression: The ability to communicate information and ideas in speaking so others will understand.

Near Vision: The ability to see details at close range (within a few feet of the observer).

Inductive Reasoning: The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).

Oral Comprehension: The ability to listen to and understand information and ideas presented through spoken words and sentences.

Deductive Reasoning: The ability to apply general rules to specific problems to produce answers that make sense.

Speech Clarity: The ability to speak clearly, so others can understand you.

Making Decisions and Solving Problems: Analyzing information and evaluating results to choose the best solution and solve problems.

Processing Information: Compiling, coding, categorizing, calculating, tabulating, auditing, or verifying information or data.

SPECIAL REQUIREMENTS

Communicating and acting effectively with co-workers, supervisors, elected and appointed officials and the general public sufficient to exchange or convey information and receive direction.

Maintain existing code certifications.

Keep current on new construction techniques through periodicals and books and the internet (i.e. ICBO web page).

Assist applicants in receiving bids from contractors for the retaining wall program.

Must possess a valid South Dakota Driver's license.

TOOLS AND EQUIPMENT USED

Inspectors measure distances using a tape, wheel, or architects and engineers scales while reviewing plans or performing inspections.

Other tools used include: Vehicle, Computer, and Calculator

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable those individuals with disabilities to perform the essential functions.

Sit at desk to operate computers, review applications and site plans and meet with public.

Prolonged walking over uneven terrain, on stairs, handgrip to pull one's self over obstacles in order to conduct and perform site inspections and specific evaluations.

Periodic bending and stooping to obtain files and/or books, move objects in the field and to operate various field equipment (posting signs, tape measure, measuring wheel).

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable those individuals with disabilities to perform the essential functions.

Considerable time is spent inspecting construction worksites, inspectors also spend time reviewing blueprints, answering letters or telephone calls, writing reports and scheduling inspections.

Inspection sites are dirty and may be cluttered with tools, materials, or debris. Inspectors may have to climb ladders or many flights of stairs, or crawl around in tight spaces. Inspectors, like other construction workers, wear hard hats and adhere to other safety requirements while at a construction site. Inspectors must be in good physical condition in order to walk and climb about construction sites.

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer. Good vision to read printed materials and a computer screen and hearing and speech to communicate in person or over the telephone.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews and reference check; job related tests may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Functional Job Description

DATE: _____

Position: Building Official/Inspector

Employee Name: _____

Physician Approval: _____

Date Developed: 03/25/05 Revisions: _____

PHYSICAL DEMANDS

Note: In terms of an eight hour workday.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 HOUR DAY	COMMENTS
Sit	1	4	
Stand	1	2	
Walk	1	2	Over uneven surfaces.

Occasionally = 1% - 33% Frequently = 34% - 66% Continuously = 67% - 100%

ACTIVITY	NONE	OCCASIONAL	FREQUENTLY	CONTINUOUSLY	COMMENTS
Bend/Stoop		X			
Squat		X			
Crawl		X			
Climb		X			Ladders.
Reach		X			
Reach above shoulder level		X			
Crouch		X			
Kneel		X			
Balance		X			

Push/Pull		X			
-----------	--	---	--	--	--

PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	25 LBS	10 LBS		
Lift (pounds)	25 LBS	10 LBS		

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.	X	X	Operates vehicle, valid driver's license
Simple hand grasping	X	X	
Firm hand grasping	X	X	
Fine manipulating	X	X	

SENSORY PERCEPTIONS

ITEM	YES	NO	COMMENTS
Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts.	X		
Color Perception	X		
Depth Perception	X		
Less than arm's length work.	X		
70 ° field of vision.	X		
Potential Safety hazard.	N/A		
Requires protective clothing or personal protective devices.	X		Hard hat, hearing protection, gloves, boots, occasional

			respirator.
Correctable vision to 20/40 Near/Far	X		Ability to read and interpret plans, maps. Close vision

ESSENTIAL FUNCTIONS

WORKING CONDITIONS	YES	NO	COMMENTS
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	N/A		
The worker is subject to outside environmental conditions; no effective protection from weather.	N/A		
The worker is subject to both environmental conditions; activities occur inside and outside.	X		
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.	X		
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.	X		
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.		X	
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.	X		
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		
Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.		X	

Worker is subject to scheduled overtime.		X	
Worker is subject to unscheduled overtime.		X	Except for occasional meetings
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.		X	
Worker is subject to night work hours.		X	

MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine	X		
Complaint	X		
Emergency	X		
Handling Conflict	N/A		
Handling multiple priorities	N/A		
Make decisions with limited information.	N/A		
Make non-routine or unexpected judgments.	N/A		
Operate in absence of clear expectations or procedures.	N/A		
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure	X		
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		
Communication Skills:			
Develop written communications requiring grammar skills.	X		
Interact with customers on an explanatory basis.	X		
Interact with groups of people.	X		
Math Skills:			
Basic skills of addition, subtraction, and multiplication.	X		
Advanced math skills.	X		

Reading Skills:			
Basic instructions material	X		
Technical information	X		
Other			
Other.			

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for BUILDING INSPECTOR**

I, _____, have read and understand that the duties listed above are intended only as an illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar, related or a logical assignment to the position.

Employee Signature

Date

6N

**RESOLUTION 2019-28
FOR DECLARATION OF EMERGENCY**

WHEREAS, the CITY OF DEADWOOD, SOUTH DAKOTA, has suffered severe damage, brought on by a severe thunderstorm which took place on the dates of July 4, 2019 through July 5, 2019; and

WHEREAS, the City of Deadwood has committed all available resources and taken all possible action within the jurisdictional boundaries to combat and to alleviate the emergency, local resources are not adequate to cope with the situation.

NOW, THEREFORE BE IT RESOLVED by the City of Deadwood Commission request that the Governor of South Dakota declare an emergency to exist in the city of Deadwood.

Dated this 15th day of July, 2019.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, City Finance Officer

60

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, SOUTH DAKOTA THAT THE CITY ADDS THE FOLLOWING FIND AND BOND SCHEDULE TO THE CITY FO DEADWOOD FEE RESOLUTION, CONTINGENT UPON THE ADOPTION BY THE 4TH CIRCUIT:

**FINE/BOND SCHEDULE FOR DEADWOOD, SD
MUNICIPAL ORDINANCE VIOLATIONS
JULY, 2019**

Ord.	VIOLATION	FINE	COSTS	TOTAL & BOND / DAY
15.32	Signs	\$100.00 for each day the sign has not been removed following citation	\$0.00	\$100.00

This schedule shall be effective _____ and shall continue in effect until further order of the Court.

Dates this _____ day of _____, 2019

BY THE COURT

Circuit Court Judge

ATTEST:

Clerk of Courts

By: _____
Deputy Clerk of Courts

(SEAL)

Dates this 15th day of July, 2019

CITY OF DEADWOOD

David R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown, City Finance Officer

LeP

LOAN NUMBER:	<u>#2019-03</u>
DUE DATE:	<u>12/31/2019</u>
RENEWED UNTIL:	<u> </u>
RETURNED:	<u>YES/NO</u>

LOAN AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY

THIS AGREEMENT is made and entered into on this ____ day of ____, 2019, by and between the Case Library, Black Hills State University, herein after referred to as "CASE," and the City of Deadwood, 108 Sherman Street, Deadwood SD. 57732, hereinafter referred to as "DEADWOOD."

1. The purpose of this Agreement is to set forth the terms and conditions under which CASE grants permission and loans to DEADWOOD to use the following property owned by CASE.
2. A description of the property for which permission is granted is as follows: **See Attachment #A**
3. The purpose for which DEADWOOD is using the above-described premises is as follows: **"Microfilm and Digitization"**
4. DEADWOOD agrees to handle, package, and ship or transport the objects and/or collections (and pay for same) in a manner that protects it from breakage, loss, deterioration, and contamination.
5. Permission for the above use at the above-described location is permitted from May 23, 2019 until December 31, 2019.
6. Further, DEADWOOD agrees to hold CASE harmless and indemnify CASE from any sums of money, which CASE might have to pay to any person as a result of property damage, personal injury, or death resulting from DEADWOOD'S use of borrowed property pursuant to this Agreement.
7. The BHSU - CASE Archivist shall administer and supervise use of BHSU - CASE premises pursuant to this Agreement and DEADWOOD shall contact such Official with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by, and shall be effective upon approval by, the Deadwood City Commission. Any

extensions of the term of this agreement must be approved by the Deadwood City Commission.

8. DEADWOOD agrees to acknowledge and credit CASE in any use or photographs or exhibits or publications resulting from the loan. The credit line shall read as follows: **"Courtesy of the Case Library Black Hills State University."**
9. DEADWOOD agrees to provide CASE with one (1) copy of any photographs, published articles, materials, etc. generated as a result of the loan.
10. Upon termination of this agreement, DEADWOOD agrees to transport the said property listed above back to CASE.
11. Either party may terminate this agreement, effective not less than five (5) days after receipt by the other party of written notice, without further liability to either party.
12. DEADWOOD shall maintain adequate insurance against any loss of any property subject to this loan. DEADWOOD shall also maintain a minimum insurance policy against any loss to the property loaned to DEADWOOD, naming CASE as an additional insured.
13. DEADWOOD shall provide CASE a copy of such insurance policy, if requested, prior to the loan being made.

Dated this ____ day of _____, 2019.

City of Deadwood

By: _____
Scott Ahola, BHSU

By: _____
_____(PLEASE PRINT NAME)
David Ruth, Jr., City of Deadwood

Attachment #A

Lawrence County Tax Records, 1897-1910

END of LOAN #2019.03

LOAN 2019.03
CASE LIBRARY - CITY OF DEADWOOD

Attachment #A

City Catalog Number	Book Year	Title	Comments
2010.03.14.20	1897	1-390	
2010.03.14.21	1897	391-686	
2010.03.14.22	1897	687-1020	
2010.03.14.23	1898	401-700	
2010.03.14.24	1898	701-1000	
2010.03.14.25	1899	1-400	
2010.03.14.26	1899	401-700	
2010.03.14.27	1899	701-1000	
2010.03.14.28	1900	personal Lands Agg.	
2010.03.14.29	1900	418-717	
2010.03.14.30	1900	town lots 718-1006	
2010.03.14.31	1901	Personal Lands Agg.	
2010.03.14.32	1901	Town Lots 426-740	
2010.03.14.33	1901	Town Lots 744-1006	
2010.03.14.34	1902	Personal Lands Agg.	
2010.03.14.35	1902	Town Lots 426-740	
2010.03.14.36	1902	Town Lots 741-1006	
2010.03.14.37	1903	Tax List 786-1050	
2010.03.14.38	1903	470-785	
2010.03.14.39	1903	Personal Lands Agg.	
2010.03.14.40	1904	Personal Lands Agg.	
2010.03.14.41	1904	470-784	
2010.03.14.42	1904	785-1040	
2010.03.14.43	1905	248-495	
2010.03.14.44	1905	tax list 252-500	
2010.03.14.45	1905	499-801	
2010.03.14.46	1905	tax List 802-1057	
2010.03.14.47	1906	Agg. And mineral	
2010.03.14.48	1906	Tax list personal	
2010.03.14.49	1906	601-900	
2010.03.14.50	1906	901-1160	
2010.03.14.51	1907	Tax List Lands & Agg.	
2010.03.14.52	1907	Personal Lands Agg.	
2010.03.14.53	1907	Tax List 901-1200	
2010.03.14.54	1907	Tax list 1161-1420	
2010.03.14.55	1908	Personal Lands Agg.	
2010.03.14.56	1908	personal	
2010.03.14.57	1908	Tax Records 601-900	
2010.03.14.58	1908	Tax Records 901-1150	
2010.03.14.59	1909	601-900	
2010.03.14.60	1909	Tax List 901-1150	
2010.03.14.61	1909	Tax List 251-600	
2010.03.14.62	1910	Tax list 601-850	
2010.03.14.63	1910	Tax list 851-1100	
2010.03.14.64	1910		

**NOTICE OF PUBLIC HEARING
FOR ALL IN ONE MOTOCROSS EVENT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held July 15, 2019 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

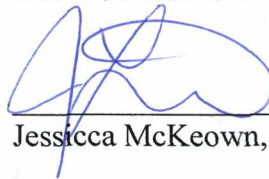
Relaxation of Open Container:

Saturday, September 7, 2019: Relaxation of Open Container Ordinance at the Event Complex from 4:00 p.m. to 10:00 p.m.

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

Dated this 1st day of July, 2019.

CITY OF DEADWOOD



Jessica McKeown, Finance Officer

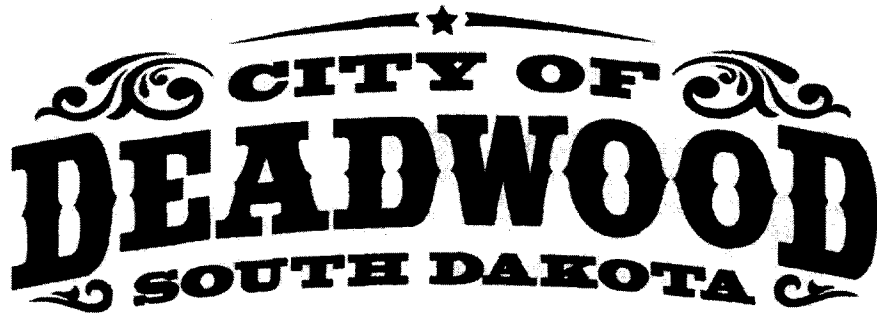
Publish: B.H. Pioneer: July 5, 2019

For any public notice that is published one time:

Published once at the total approximate cost of _____.

1 Set 61cacher -
Request.

RECEIVED MAY 30 2019



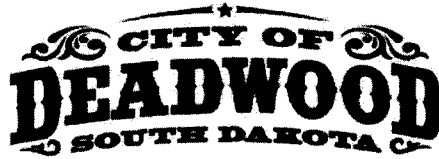
Event Complex Rental and Use Agreement

Event: Deadwood All IN

Date: 09-07-2019 - 09-08-2019?

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood All IN

Contact Information:

Name of Applicant: James Carter

Business/Organization: Carter FMX LLC

Mailing Address: 302 Columbus St

City, State Zip: Rapid City SD 57701

Business Phone: 605 415 2371 Cell Phone: _____

Email Address: James @ Carter FMX . com

Dates Event Complex requested:

Set up Date(s): Sept. 3rd - Sept. 6th Hour(s): _____

Event Date(s): Sept. 7th - Sept. 8th Hour(s): Gate Open 4:30pm Show Start 6:30pm - 9pm

Clean-up Date(s): Sept. 9th Hour(s): _____

Approximate number of people who will attend: 3000 +

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

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

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

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Rental Fees subject to change.

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

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

\$1 Surcharge

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities \$ _____

Key Deposit \$ 100

Parking Lots \$ _____

Cleaning/Damage Deposit \$ 1000.00

Baseball Fields \$ _____

Total Fees \$ _____

Total Deposits \$ 1100

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

Organization: Deadwood All IN Freestyle Motocross Show

Name: James Carter Title: Promoter

Signature: [Signature] Date: 03-20-14

For Office Use Only:

Date Fees Received: _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

**NOTICE OF PUBLIC HEARING
FOR STREET CLOSURE, OPEN CONTAINER, VENDING AND BANNER FEE
DEADWOOD JAM**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 21, 2018, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Requests:

Concerts: Main Street closed from Wall to Deadwood Street starting on Friday, September 13 at 5:00 a.m. and will remain closed through 3:00 a.m. on Sunday, September 15.

Open Container Requests:

Friday, September 13, 2019: Relaxation of Open Container Ordinance on Main Street from Tin Lizzie Gaming Resort to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 4:00 p.m. to 10:00 p.m.

Saturday, September 14, 2019: Relaxation of Open Container Ordinance on Main Street from Tin Lizzie Gaming Resort to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from Noon to 10:00 p.m.

Request to Waive Banner Fee:

Request to waive banner fees Friday, September 14 and Saturday, September 15, 2018 for Sponsor banners.

Request to Waive Vendor Fee and Allow Vending on Public Property:

To grant exception and waive fees for the ordinances pursuant to the following City Codes: 5.28.080-vending, 5.28.030-vending on public property for Deadwood Jam, September 13 and 14, 2019 for the following non-profits: Deadwood Jam

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

Dated this 1st day of July, 2019.

CITY OF DEADWOOD



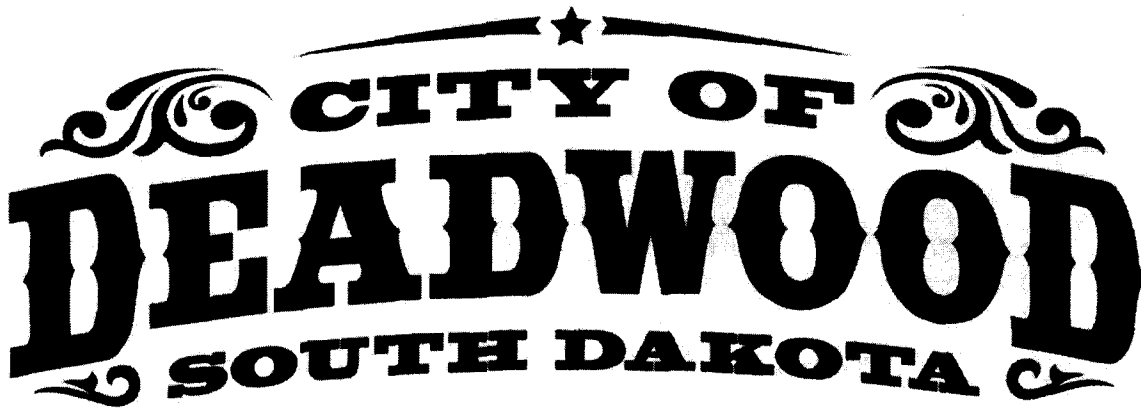
Jessica McKeown, Finance Officer

Please Publish: B.H. Pioneer, July 5, 2019

For any public notice that is published one time:

Published once at the total approximate cost of _____.

RECEIVED MAY 16 2018



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

DEADWOOD JAM 9-13-19

Instructions:

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

EVENT INFORMATION

Type of Event:

☐ Run ☐ Walk ☐ Bike Tour ☐ Bike Race ☐ Parade ☒ Concert
☐ Street Fair ☐ Triathlon ☐ Other

Event Title: The Deadwood Jam

Event Date(s): 9/13/19 (month, day, year) Total Anticipated Attendance: 3000

(# of Participants _____ # of Spectators _____)

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

Location / Staging Area: Outlaw Square/Main Street

Set up/assembly/construction Date: 9/13/19 Start Time: 5am AM / PM

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

Possible Street Closure

Dismantle Date: 9/15/19 Completion time: 3pm AM / PM

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

Deadwood Street 9/12/19 6am-10pm or Wall to Deadwood 9/12/19 5am- 3am Sunday 9/15/19

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Jam

Chief Officer of Organization (NAME): Bill Pearson

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

Address: 501 MAIN ST DEADWOOD SD 57732
(city) (state) (zip code)

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

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

Name: _____

Address: _____
(city) (state) (zip code)

Contact person "on site" day of event or facility use Bill Pearson Pager/Cell #: 920-1240

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

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

FEES / PROCEEDS / REPORTING

NO YES

☐☒

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

☒☐

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

OVERALL EVENT DESCRIPTION:

ROUTE MAP / SITE DIAGRAM / SANITATION

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

Plan 1

Concerts at Outlaw Square 9/13-9/14 8am-10pm

Close Deadwood Street. 9/13-9/14 6am-10pm

Request open container Zone 1 and 2

9/13/19 4-10pm

9/14/19 Noon-10pm

Plan 2

Concerts on Main Street 9/13-9/14

Close Wall to Deadwood 9/13 5am-3am 9/15

Request to waive Banner Fees and Vendor Fees



Outlaw Square Policies and Procedures

Produced 7/2/2019

1. Outlaw Square Mission and Purpose

2. Outlaw Square Policies

- a. Prohibited Items and Behaviors
- b. Banners and Signs
- c. Parking
- d. Internet/WIFI
- e. Seating
- f. Credit Cards

3. Branding Guidelines

- a. Use of the Outlaw Square Logo
- b. Naming Rights

4. Rental Policies

- a. Organizational Roles
- b. Application Procedure
- c. Rental General Information

5. Venue Rental Areas and Fees

- a. Venue Rental Fees
- b. Labor Fees
- c. Ice Rink Fees
- d. Ice Rink Rentals
- e. Refunds/Cancellations
- f. Event Promotion
- g. Required Paperwork
- h. Clean up/Trash Removal
- i. Damages to the Property

- 6. Street Closures/City of Deadwood**
- 7. Quality Standards/Code of Conduct**
 - a. Renter/Attendee
 - b. Band/Entertainment
- 8. Insurance**
 - a. Comprehensive General Liability
 - b. Additional Insured
 - c. Insurance Restrictions
- 9. Vendors**
 - a. Food Vendors
 - b. Craft Vendors
 - c. Generators
- 10. Alcohol Policy**
 - a. Right of First Refusal
 - b. Identification
 - c. Wristbands
 - d. Permits
 - e. Sale and Use
- 11. Emergency Procedures**
 - a. Security
 - b. First Aid
- 12. Facility Information**
 - a. Electricity
 - b. Lighting
 - c. Garbage
 - d. Noise Ordinance
 - e. Weather
 - f. Restrooms
- 13. Disclaimers**
- 14. Equipment and Additional Charges**
 - a. Equipment Included in all Venue Rentals
 - b. Additional Equipment

For the purpose of this manual, "Outlaw Square" and "OS" may be used interchangeably, as well as "Deadwood Chamber of Commerce" - "DCC" and "City of Deadwood" and "COD".

The COD is the owner of Outlaw Square, and is a legal governmental entity. Outlaw Square is managed by the ~~DDADCC~~ through dedicated staff assigned to ~~David Street Station~~Outlaw Square.

1. Outlaw Square Mission and Purpose

Outlaw Square is the result of a community effort directed toward the development of a local gathering space which will accommodate a variety of events for the public. **Our mission is to enrich the community, its citizens and its visitors by offering a central gathering place that hosts a wide variety of events and activities to build a stronger Deadwood and promote our rich history.**

Outlaw Square shall provide the community with a facility for internally produced programming that will make a broad range of entertainment, social, educational, sporting, historic and cultural events available to the community.

2. Outlaw Square Policies

a. Prohibited Items and Behaviors

- i. Due to safety concerns, glass bottles are prohibited.

Motorized vehicles may not be driven into OS events at any time, including to unload. Only OS, COD or DCC owned or approved operational equipment used by hired contractors or maintenance personnel may be driven within OS.

Motorized vehicles may not be on display within Outlaw Square, unless approved in advance, in writing from Outlaw Square staff. Trailers are also not allowed within Outlaw Square without permission, and any food or beer vendors locations will be determined by Outlaw Square staff. Additional City of Deadwood permits may apply.

- ii. BBQ Grills may not operate within Outlaw Square unless approved by Outlaw Square staff for events.
- iii. Smoking and vaping within Outlaw Square is strictly prohibited, this includes staff, renters, volunteers, attendees, vendors and service providers.
- iv. Umbrellas, tents, or other privately-owned shading devices are not allowed if they are obstructing the view of others, as determined by OS staff or event security.
- v. No unapproved handouts, coupons, or flyers may be distributed at events. The only authorized distributors are the sponsors and registered vendors specific to the event.

- vi. Leashed dogs are allowed in Outlaw Square along with registered and marked service animals. No other animals are allowed in OS unless part of specific event.
- vii. Events must be complete no later than 10 pm, pursuant to Deadwood City Ordinances.

b. Banners and Signs

Banners and signs must be in good taste, must be installed in a professional manner at locations approved by OS and COD staff, and cannot obstruct the view of participants, the movement of foot traffic, or the accessibility of emergency vehicles. Management reserves the right to confiscate signs that are in violation of the OS and COD banner policy. All banner placement must be included on the event layout which is submitted to OS and COD for approval. Displays or advertising shall not violate any right to privacy or infringe upon trademarks, trade names copyrights or proprietary rights of any person.

The City Planning and Zoning Manager of the City of Deadwood can order to be removed any displays that are not appropriate in connection with the intended use of the Outlaw Square.

c. Parking

It is recommended that attendees use the nearby COD Parking Garage or COD Parking Lots. There will be no on-street trailer parking. Anyone involved in an event at Outlaw Square must follow all Deadwood City Ordinances and associated policies.

d. Internet/WIFI

Deadwood's Historic Main Street and OS offers free public WIFI, however OS does not currently provide a secure, reliable internet connection. Renters should be prepared with a backup plan in case of internet issues.

e. Seating

Portable chairs brought in by attendees are allowed at most events; however, some events have an expected crowd that will cause OS to restrict the use of portable chairs. Refer to event correspondence to confirm that the event is not standing-room only. Renters have the right to allow or disallow chairs at their event.

f. Credit Cards

OS does accept credit card payments. Additional fees may apply.

3. Branding Guidelines

a. Use of Outlaw Square Logos

- i. Renters may not use any Outlaw Square logos for the promotion of their events or on any printed materials, unless approved by OS staff. OS logos may not be altered in any way, including the color and orientation.
- ii. Summer Season is from April-October, and features the Sluice box and small water fountains depending on weather conditions.
- iii. Winter Season is from November-March and features a synthetic Ice Rink.
- iv. The OS stage can be utilized year round.

b. Naming Rights and Outlaw Square sponsorships

Outlaw Square provides opportunities for sponsorships and naming rights to organizations and individuals. Please contact OS Operations Manager for sponsorship packet.

4. Venue Rental Policies

When not in use for internally-produced events, Outlaw Square may be made available for the exclusive or non-exclusive use of persons or groups, for a limited period, upon issuance of a reservation and approval, subject to venue rules and regulations.

Scheduling is subject to venue availability, and considerations of annual events and recurring series. Gatherings of more than 20 people or any event that has production elements require a rental application.

a. Organizational Roles

- i. *Role of the Outlaw Square Operations Manager:*
 - Act as the primary point of contact for the renter
 - Review all applications for venue rental
 - Help to identify the specific needs of the renter
 - Recommend quality service providers, as needed
 - Review all written requests for approval
 - Ensure Renter follows all City and OS rules and regulations
 - Present special requests to the DCC Executive Director and if necessary the DCC Board of Directors
 - Provide official OS blank site plan
- ii. *Role of the Renter:*
 1. Submit all required paperwork in a timely manner

2. Coordination specific to the event
3. Regular communication and status updates to the OS OM
4. Submit all required City permits, provide copies to OS
5. Enforce all City and OS rules and regulations
6. Submit proof of required insurance to OS
7. All budget management for the event
8. Provide OS with a final event layout using the provided blank site plan, for approval by OS staff
9. Submit final numbers of attendees for OS records

b. Application Procedure

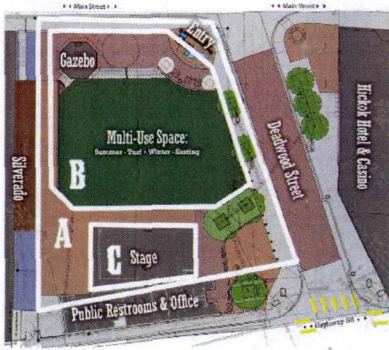
1. Complete the online application that can be found at www.outlawsquare.org/rental agreement
2. Your application may either be approved or denied based on the event details that are given and the availability of the venue.
3. If the application is approved, a deposit is required to confirm the rental. If we have not received the deposit within 60 days of the scheduled event, we reserve the right to cancel your reservation.
4. A formal contract will be sent to the applicant for review and signatures. A deposit equal to half of the rental fee must be submitted at this time.
5. An OS representative will contact you to schedule an initial walkthrough of the space. A second walk-through is required at least 30 days in advance of the event, in order for OS staff to approve the renter's site plan.
6. After the event is complete, refer to the After-Event Checklist to ensure that the venue is left in an acceptable condition.
7. An invoice will be mailed out within 3 business days after your event. The invoice will list all charges, apply the deposit paid if applicable, and show any balance due. Full payment must be remitted immediately on receipt of the invoice. Late fees will be incurred if the full payment is received more than 10 business days after the event.

c. Rental General Information

- i. Rental agreements are not transferable to another individual or organization, and the main contact person must be on site for the duration of the event.
- ii. Outlaw Square is an outdoor, open-air public event space. At all events, it will be reasonable to expect that uninvolved citizens will enter OS during the event and may not be denied entry to the public portions of OS including the restrooms
- iii. Prior approval is required before any materials, decorations or paper can be affixed to the walls, buildings, stage, or posts.

- iv. All event content including movies and music must be appropriate for attendees of all ages and must refrain from any vulgar or profane content. All media licensing fees and permits are the responsibility of the renter and proof of issuance must be provided to OS.
- v. Renters will adhere to the approved event layout; any changes must be approved by the Operations Manager. Points of egress must be maintained, and at no time may any emergency access points be blocked. The Deadwood Fire or Police Department and/or code enforcement may be on-site to ensure compliance and to address any concerns.
- vi. Renters are responsible for enforcing OS venue policies and rules and are held responsible for the behavior of their staff, volunteers, vendors and attendees.
- vii. Tents within OS must be installed and secured by OS staff or a professional and insured tent company. Depending on tent size, an inspection may be required by the Fire Department. All structures, tents, awnings and shades must be indicated on the site plan.
- viii. All final site plans must be approved by Outlaw Square staff, and may not be changed once they have been approved.
- ix. Access to a reasonable amount of non-potable water at OS is available for the use of renters with assistance from Outlaw Square staff. Hook-ups for potable water are not available for vendors. Additional fees may apply for excessive water demands.
- x. Renters who plan to show any movie at Outlaw Square must obtain and provide proof of a permit from the movie licensing agency, or proof of public domain status for the film that they are showing.
- xi. All event deliveries must be received by event holder. Deliveries may not be received by the Deadwood Chamber of Commerce or Outlaw Square. Extra fees may apply for delivery, pick-up and/or storage of materials outside of scheduled event times.

5. Venue Rental Areas and Fees



Venue Rental Fees and deposit (*, **)

Entire Square - A

\$1200 (4 hours)

\$400 each additional hour

Multi-Use Space & Gazebo – B

\$400 (first 2 hours)

\$150 each additional hour

Stage Only – C

\$400 (first 2 hours)

\$150 each additional hour

50% deposit required to ensure proper use, care and clean-up during rental of the space

*The Sluice Box and Restrooms are not available for exclusive use by individuals, nonprofits or companies. These areas must remain open to the public during regular business hours.

** (includes set up and clean up time)

- a. Rental generally includes limited use of OS owned tents, tables (set up by OS Staff), and folding chairs. Inventory of available equipment available upon request.

Once confirmed, events held at Outlaw Square will be listed on website calendar.

Contact us for custom Birthday party areas for food & refreshments and presents/games.

Rental form and fees will be required upon approval of event.

b. Labor Fees

OS Staff are required on site at all events to ensure cleanliness and safety of the grounds.

\$50 per hour if needed for set up and tear down

Additional Staff may be added as seen fit by OS depending on size of the event.

c. Ice Rink Fees

1. Adults (13 and over) includes skate rental.....\$5.00
2. Youth (Under 12) includes skate rental.....\$3.00
3. Skate Trainer FREE
4. Helmets FREE
5. Family Bundle 10 pack.....\$45.00

d. Ice Rink Rental

Private Ice Rink rental is subject to availability. The price includes exclusive use of the Ice Rink and all rental equipment for your guests. The number of rental skates in popular sizes may be limited. Renters will contact OS for pricing information.

e. Refunds/Cancellation

- i. OS does not issue refunds for rental fees.
- ii. If the event is cancelled due to extreme weather conditions, the event will be rescheduled to a reasonable and available date but additional costs may be incurred.

f. Event Promotion

- i. Do not promote events as taking place at Outlaw Square until all contracts have been signed. This includes social media.

- ii. OS may employ an official staff photographer, who will be granted all access to events at OS. These photos may be used for future OS promotional purposes at no cost and without watermarks to OS. Renters are able to take photos as well..

g. Required Paperwork

Renters must submit the following **60 days** in advance of the event:

- 1. Online Application
- 2. Full Deposit
- 3. Proof of insurance, listing The City of Deadwood and The Deadwood Chamber of Commerce/Outlaw Square as additionally insured
- 4. Event Layout
- 5. Event Promotion Form
- 6. List of all vendors and service providers
- 7. Link to performances of any band before they are hired by the renter, for approval.

h. Clean Up/Trash Removal

- i. Set up times must be strictly adhered to, as well as clean up times. Additional charges will be issued to those who operate outside of the scheduled time.
- ii. Outlaw Square must be left in the same condition as it was found. Additional fees will apply if extra cleanup is needed, with a possible forfeit of the entire or a portion of the renter's deposit as determined by Outlaw Square staff. Failure to leave the venue in an acceptable condition may result in rejection of future event applications.
- iii. Outlaw Square provides limited trash cans within the venue. If determined that the event will require additional trash containers, the renter must contact an approved private sector contractor to arrange for additional trash services. Trash cans may not be overflowing at any time during or after the event, and must be emptied by event volunteers or renter's staff. Full trash bags must never be dragged as they leak fluids onto the concrete at Outlaw Square and it is very difficult to remove. Hand carts or roll-away trash cans must be used to transport full trash bags to the dumpster. Trash cans should be left completely empty upon leaving.

i. Damages to the Property

The organization or individual reserving the space assumes all responsibility for damage to Outlaw Square property and for leaving the premises in the same condition in which it was found. Damage to the facility or equipment will be billed directly to the organization or individual responsible for the rental as indicated by the application signature. Any damage is to be

reported immediately to an OS staff member. If there is any damage, breakage, theft, breach of communicated time limit or excessive clean up, the amount to cover such occurrence will be retained by management from this security deposit. If the cost exceeds the security deposit, the client will be billed for the balance.

If all clean-up procedures were followed and no damage is present, the deposit will be credited to the final cost of the event.

6. Street Closures/City of Deadwood

Applications for street closures must be made to the City of Deadwood at least **60 days** in advance of the event. A road closure security crew or traffic control flagging may be required for set up

7. Quality Standards/Code of Conduct

a. Renter/Volunteer/Vendor/Attendee Conduct

Outlaw Square is dedicated to providing a safe and enjoyable experience to the community and visitors. When attending, performing or planning an event at OS, renters/volunteers/vendors/attendees are required to refrain from the following:

1. Behavior that is socially unacceptable, offensive, unruly, inappropriate, or illegal
2. Using or displaying foul or inflammatory language or gestures
3. Statements that may be considered threatening or insightful
4. Verbal or physical harassment of others
5. Interfering with the progress of an event
6. Failing to follow instructions from Outlaw Square staff or security.
7. Intoxication or other signs of alcohol impairment by renters or volunteers that results in irresponsible behavior
8. Smoking or vaping is strictly prohibited
9. Renters are responsible for the conduct of their staff, volunteers, vendors, service providers and entertainment. OS may at any time require the removal of person(s) who are not adhering to these policies.

b. Band/Entertainment Conduct

In addition to the above, bands and other entertainment providers are prohibited from derogatory behavior while on stage. Political or inflammatory statements are not allowed, and band members must dress in a tasteful manner, appropriate for all ages and the family-friendly nature of Outlaw Square. Bands who do not adhere to this policy may be removed from the venue and will not be allowed to perform in the future. All bands and entertainment must be preapproved; renters will submit a video link to OS 30-days prior to the event.

8. Insurance

a. Comprehensive General Liability

Liability insurance is required for all events. Renters must provide a certificate of insurance by (a) an extension of a homeowner's policy; (b) a business liability policy; or (c) purchasing a special event policy. Applicants must provide this certificate 30 days prior to the date of your event. The limits of liability are 1 million dollars (\$1,000,000,000) per occurrence, and 2 million dollars (\$2,000,000,000) aggregate.

b. Additional Insured

All renters, food vendors and alcohol vendors must list the Deadwood Chamber of Commerce/Outlaw Square and The City of Deadwood as additionally insured on their policy. A copy of the Certificate of Insurance (COI) must be submitted to OS at least 30 days in advance of the event.

c. Insurance Restrictions

Inflatables, amusement rides, trampolines, and other attractions are subject to approval on an individual basis and may be prohibited by Outlaw Square insurance regulations. Intent to use these items must be discussed and approved with OS staff in advance. These attractions may be deemed high risk activities and may require additional waivers of liability to be signed by participants. Renters must provide proof of insurance coverage that specifically addresses these attractions.

9. Vendors

All vendors participating in an event must have a sales tax number from the State of South Dakota and must submit tax directly to the State of South Dakota upon completion of the event. The City of Deadwood also requires vendors to follow Deadwood City Ordinance Chapter 5.28.

a. Food Vendors

All food vendors must complete the OS application process before being confirmed for any events. Food vendors must be insured and have current South Dakota Department of Health documentation. Only pre-approved vendors will be allowed at the event. Food vendors may not deviate from their submitted menu for the event. Food vendors must submit a photo of their truck or trailer, and may not add additional tents, tables or chairs outside of their space requirements, as indicated on their application.

b. Craft Vendors

All craft vendors must complete the OS application process before being confirmed for the event. The City of Deadwood also requires vendors to

follow Deadwood City Ordinance Chapter 5.28, and must remit sales tax directly to the State of South Dakota. Only pre-approved vendors will be allowed at the event. Craft vendors may not deviate from the list of submitted items for sale. Outlaw Square Staff reserves the right to not allow vendors to sell any items that are deemed inappropriate or objectionable for our family-oriented audience.

c. Generators

No generators are allowed within Outlaw Square unless written permission from OS staff has been obtained prior to the event. Generators are only allowed on the street. All generators must be quiet, non-polluting, and in neat and clean condition. Generator noise may not exceed 60 decibels.

10. Alcohol Policy

a. Right of First Refusal

Outlaw Square reserves the right of first refusal to sell and benefit from the sale of alcohol at all events, including events held during a venue rental.

b. Identification

Anyone purchasing or consuming alcohol must have proper state-issued identification that proves that the holder is of legal drinking age (21). Anyone unable to produce a legal ID will be denied the opportunity to purchase or drink alcohol at Outlaw Square, no exceptions. All staff and volunteers that handle or pour alcohol must also be age 21 or older. At no time may an underage person come in contact with any kind of alcohol at any time at Outlaw Square.

c. Wristbands

Renters must provide wristbands for anyone over the age of 21 who is purchasing or consuming alcohol.

d. Permits

The City of Deadwood requires permits for events wherein any alcohol is involved. To apply and confirm all city permits, contact the City of Deadwood Finance Office at 605-578-2600. These required permits are time sensitive and must have advance planning.

- i. **Open Container Permit** - required for all outdoor events that include alcohol
- ii. **Malt Beverage Permit**- required for all beer and wine sales. These are not available for use at Outlaw Square without prior authorization and permitting from COD and OS.

- iii. **Liquor Permit-** required for events where liquor and spirits are served or sold in addition to beer and wine and must be held by a licensed vendor with a retail liquor license and provide liability insurance.

e. Sale and Use

- i. If OS chooses not to reserve the right to sell alcohol at the event, renters may work with a vendor who holds a City of Deadwood retail liquor license and provides proper insurance coverage for entities and facility.
- ii. Sampling by beer distributors, distilleries or licensed vendors is permitted, with proper City of Deadwood approval and necessary permits.
- iii. Attendees may not take alcoholic beverages outside of the venue, pursuant to Deadwood City Ordinance unless an open container event has been approved. Renters must hire security, at their expense, to enforce this code if alcohol will be served.
- iv. Last call for alcohol will be 30 minutes prior to the scheduled event ending time.
- v. All events where alcohol is served or sold requires professional security, and could possibly require, at the City's request, off-duty police officers to patrol the area.
- vi. Attendees may not bring any outside alcohol into Outlaw Square at any time.

11. Emergency Procedures

a. Security

- i. All security at events must be handled by a professional, insured security firm, with the number of personnel on site to meet or exceed the industry standard and to be determined by the firm. The number of security guards will be determined based on the nature of the event, the expected attendance, the event duration and the availability of alcohol.
- ii. Employees must contact either the Operations Manager or the DCC Executive Director immediately if an emergency situation occurs. An Incident report must be completed by the senior staff on duty.
- iii. Some events may require additional City of Deadwood Police Department presence, as determined by the City of Deadwood. Additional fees may apply.

b. First Aid

A first aid station staffed by trained personnel is required for all events that expect more than 2000 people.

12. Facility Information

a. Electricity

Access to electricity is included with venue rentals. Outlets are located throughout Outlaw Square. Renters will be shown the exact location and type of outlets during the initial venue walk-through.

b. Lighting

Permanent lighting at Outlaw Square includes controllable lighting throughout the venue. There is permanent stage lighting but if need additional lighting renters must contract with a lighting company to provide stage lighting. If vendor tents are used, additional lighting is recommended inside the tents if the event takes place after dark.

c. Garbage

There are permanent trash cans located through Outlaw Square. Garbage bags will be provided. Garbage cans should be constantly checked during the event and must be emptied before getting full. At no time should garbage cans be overflowing.

d. Noise Ordinance

All events must conclude no later than 10 pm, in accordance with Deadwood City Ordinances.

e. Weather

Outlaw Square is a year-round, outdoor, uncovered, open-air venue. Every event should be planned for worst-case-scenario weather. OS seldom cancels events due to weather, so a "rain or shine" policy should be included in all contracts that the renter has with artists, vendors, and service providers. All tents, shades and screens must be properly secured utilizing built in anchors or meet industry standard methods. Outlaw Square has the sole discretion to cancel any and all events due to weather and safety of public and facility.

f. Restrooms

- i. Restrooms are available on site and will remain open for the duration of the event. Restroom supplies will be provided by Outlaw Square and are covered by the rental fee.
- ii. Permanent restrooms at Outlaw Square include 2 stalls and 2 urinals for men, and 3 stalls for women.

- iii. Some events may require additional restrooms to be rented at the renter's expense, and will be at a location that is pre-determined by Outlaw Square staff. This is based on the length of the event, expected attendance and the presence of alcohol. Restrooms must be arranged to be removed immediately after the event.

13. Disclaimers

- a. Outlaw Square will not assume any responsibility for injury or accidents due to the activities conducted by event holders, or injury or accidents caused by materials provided by event holders.
- b. Outlaw Square is not responsible for damage to or theft of equipment or any property of vendors. Professional overnight security is required for 2-day events or events where equipment is left outside overnight.
- c. Organizations which do not fulfill their obligations as enumerated in this policy may be denied future use. A list of these organizations will be maintained and referenced periodically or as deemed necessary.
- d. Outlaw Square, its employees, volunteers, Deadwood Chamber of Commerce, Board of Directors and the City of Deadwood shall not be liable to any group, organization, or person attending an event. Any group, organization and person, jointly and severally, hereby agrees to, and shall indemnify and hold harmless The Deadwood Chamber of Commerce/Outlaw Square, The City of Deadwood, their employees, volunteers and the Board of Directors from any and all claims, suits, damages, losses or injuries which they may sustain, or are alleged to have sustained, while using any part of the venue, Sluice Box, or ice rink.

14. Equipment and Additional Charges

a. Equipment Included in all Venue Rentals

- i. Garbage bags (for permanent trash cans)
- ii. Restroom supplies
- iii. Use of brooms and other cleaning supplies

b. Additional Equipment

- i. Event holders will provide all their own supplies. OS will not provide any event supplies (i.e. batteries, zip ties, tools, ladders, extension cords, scissors, paper, tape, markers, etc.).

- ii. Outlaw Square owns a limited number of event equipment that can be used at an additional expense to the renter.
- iii. Outlaw Square can assist renters by securing the following products or services from vetted service providers, and will charge a 15% coordination fee:
 - Musicians/Bands
 - Entertainment
 - Security
 - Overnight Security
 - Stage Risers
 - Sound Technicians
 - Sound Equipment
 - Movie Screen
 - Table Linens
 - Crowd Barricades
 - First Aid Station
 - Rental of the Lyrics (based on availability)

The undersigned duly authorized representative of the rental party has read and acknowledges the Outlaw Square Policies & Procedures:

Organization: _____

By: _____

Printed Name: _____

Title: _____ Date: _____

Outlaw Square Budget**July 1, 2019 -December 31, 2020****Revenue Budget**

SPONSORSHIP & PUBLIC SUPPORT		2019	2020	Total
Corporate Contributions & Sponsorship		75,550.00	92,600.00	168,150.00
Business Improvement District 7		18,000.00	35,000.00	53,000.00
Business Improvement District 8		100,000.00	150,000.00	250,000.00
Business Improvement District 9		50,000.00	90,000.00	140,000.00
City of Deadwood Bed & Booze Funds		70,000.00	100,000.00	170,000.00
<i>Total Sponsorship and Public Support Revenue</i>		<u>\$ 313,550.00</u>	<u>\$ 467,600.00</u>	<u>\$ 781,150.00</u>
PROGRAM REVENUE				Total
Concert Series		0	0	0
Winter Programming Revenue		8,000.00	16,000.00	24,000.00
MSI Promotional Program Revenue		4,500.00	15,000.00	19,500.00
Seasonal Events Revenue		0	5,000.00	5000.00
Historic Preservation Support of Historic Programming		2,500.00	10,000.00	12,500.00
Third Party Rental		0	5,000.00	5000.00
<i>Total Program Revenue</i>		<u>\$ 15,000.00</u>	<u>\$ 51,000.00</u>	<u>\$ 66,000.00</u>
TOTAL REVENUE		<u>\$ 328,550.00</u>	<u>\$ 518,600.00</u>	<u>\$ 847,150.00</u>

Expenses Budget

CAPITAL EXPENDITURES				Total
Equipment		\$ 28,000.00	\$ 20,000.00	\$ 48,000.00
PROGRAM EXPENSES				Total
Miscellaneous Supplies		1,000.00	1,000.00	2,000.00
Maintenance & Upkeep		5,000.00	10,000.00	15,000.00
Concert Series Expenses		80,000.00	115,000.00	195,000.00
Art & Wine Program Expenses		5,000.00	9,000.00	14,000.00
Fall Festival Expenses		3,000.00	6,000.00	9,000.00
MSI Promotional Program Expenses		15,000.00	22,500.00	37,500.00
Seasonal Program Expenses		9,000.00	27,500.00	36,500.00
<i>Total Program Expenses</i>		<u>\$ 118,000.00</u>	<u>\$ 191,000.00</u>	<u>\$ 309,000.00</u>

DIRECT OVERHEAD EXPENSES			Total
Advertising - Media	25,000.00	45,000.00	70,000.00
Park Supplies	8,000.00	12,000.00	20,000.00
Licenses & Permits	3,000.00	6,000.00	9,000.00
Repairs & Maintenance - Chamber Area	2,500.00	5,000.00	7,500.00
Security	3,500.00	15,000.00	18,500.00
Storage	1,200.00	2,400.00	3,600.00
Uniforms	2,000.00	2,500.00	4,500.00
<i>Total Direct Overhead Expenses</i>	<i>\$ 45,200.00</i>	<i>\$ 87,900.00</i>	<i>\$ 133,100.00</i>

DIRECT PAYROLL EXPENSES			Total
Salaries & Wages	68,000.00	132,000.00	200,000.00
Payroll - Taxes	5,500.00	11,000.00	16,500.00
Benefits	11,250.00	13,500.00	24,750.00
<i>Total Direct Payroll Expenses</i>	<i>\$ 84,750.00</i>	<i>\$ 156,500.00</i>	<i>\$ 241,250.00</i>

INDIRECT OVERHEAD EXPENSES			Total
Bank Charges	1,000.00	2,000.00	3,000.00
Website Development	12,000.00	3,500.00	15,500.00
Copying and Printing	3,000.00	6,000.00	9,000.00
Dues & Registrations	1,500.00	1,500.00	3,000.00
Insurance	15,000.00	17,000.00	32,000.00
Administrative / Accounting	4,200.00	4,200.00	8,400.00
Office Supplies	2,400.00	5,500.00	7,900.00
Lease Fees	4,000.00	12,000.00	16,000.00
Computer/Software	3,500.00	2,500.00	6,000.00
Travel and Training	4,000.00	3,000.00	7,000.00
Utilities - Chamber	2,000.00	6,000.00	8,000.00
<i>Total Indirect Overhead Expenses</i>	<i>\$ 52,600.00</i>	<i>\$ 63,200.00</i>	<i>\$ 115,800.00</i>

TOTAL EXPENSES	\$ 328,550.00	\$ 518,600.00	\$ 847,150.00
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TOTAL NET REVENUE	\$ -	\$ -	\$ -
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ORDINANCE NUMBER 1296**TO AMEND CHAPTER 15.01 INTERNATIONAL BUILDING CODE**

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO
AMEND CHAPTER 15.01 AS FOLLOWS:

15.01.020 Exceptions

G. Section A101 of Appendix A of the International Property Maintenance Code 2018 is hereby amended to read as follows: All windows and doors shall be boarded in an *approved* manner set forth by the Deadwood Historic Preservation Commission to prevent entry by unauthorized persons and shall be an approved design set forth by said Commission that is compatible with the color scheme of the existing structure which is set and amended by resolution.

Dated this 15th day of July, 2019.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading:	July 1, 2019
Second Reading:	July 15, 2019
Published:	July 18, 2019
Adopted:	August 7, 2019

Prepared by:
Quentin L. Riggins
Gunderson, Palmer, Nelson & Ashmore, LLP
P.O. Box 8045
Rapid City, SD 57709-8045
(605) 342-1078

STATE OF SOUTH DAKOTA)	PERMANENT ACCESS EASEMENT
)ss	
COUNTY OF LAWRENCE)	

For and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, CITY OF DEADWOOD, a South Dakota municipal corporation, of 102 Sherman Street, Deadwood, SD 57732, (Grantor) hereby grants and conveys unto Steven D. French and Kay I. French, of 25891 SD HWY 37, Mitchell, SD 57301, (Grantee) a Permanent Access Easement subject to the conditions hereinafter set forth, as described below.

The property subject to this Permanent Access Easement is legally described on Exhibit A, attached hereto and incorporated herein.

The location of the Permanent Access Easement is set forth on the attached Exhibit B. Such easement shall include parking, ingress and egress on asphalt areas only for Steve D. French and Kay I. French, their residents, invitees, representatives, visitors and assigns. There shall be no parking on any grass areas and no use of the property for any other reasons.

In the event that the Grantee disturbs the landscaping outside or beyond the easement area, the Grantee shall bear all costs associated with the care, maintenance and repair of the landscaping and agrees to perform all work in a workmanlike manner and to return the property to the same condition as it existed, as reasonably as possible.

Snow removal and maintenance of the easement area is the responsibility of the Grantee.

This easement shall run with the land.

Dated this ____ day of _____, 2019.

GRANTOR
CITY OF DEADWOOD:

By: _____
David R. Ruth Jr.
Its: Mayor

ATTEST:

Jessica McKeown
Finance Officer

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)

ACKNOWLEDGMENT

On this, the ____ day of _____, 2019, before me, the undersigned officer, personally appeared David R. Ruth Jr. who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public
My commission expires: _____

Dated this ____ day of _____, 2019.

GRANTEE:

Steven D. French

Kay I. French

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF _____)

ACKNOWLEDGMENT

On this, the ____ day of _____, 2019, before me, the undersigned officer, personally appeared Steven D. French and Kay I. French, know or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument and acknowledge that they executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My commission expires: _____

EXHIBIT A

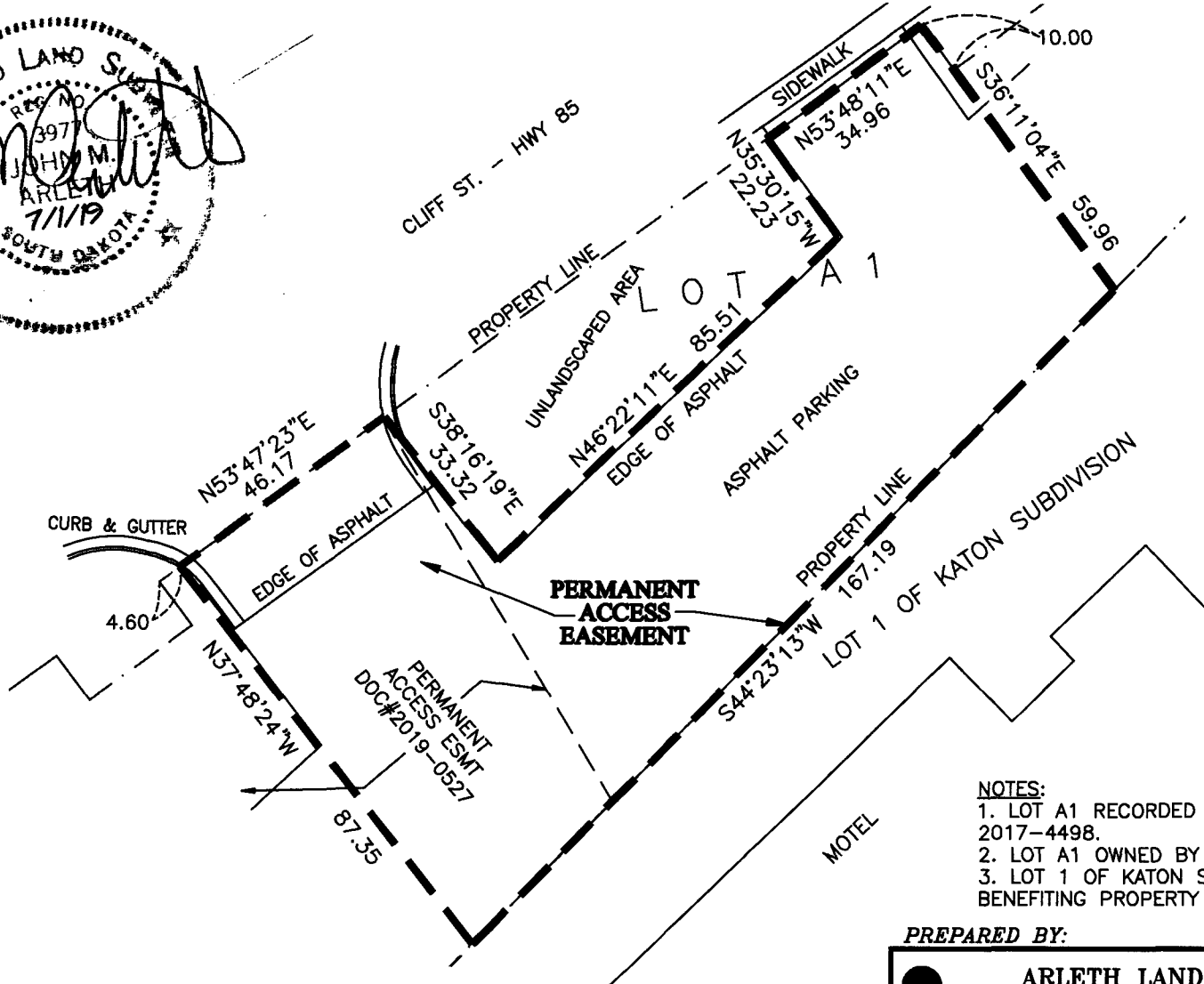
M.S. 1636 Lot A1 Portion of Lot H2 & Portion of Lot H2 M.S. 107 located in the City of Deadwood, Lawrence County, South Dakota as referenced on Plat 2017-4498

EXHIBIT B

See attached map

EASEMENT EXHIBIT

LOCATED IN LOT A1 IN A PORTION OF LOT H2 AND THE 66 FOOT R-O-W OF U.S. HWY 85 IN TRACT 1 OF THE JIM LODE M.S. 1636,
AND A PORTION OF THE 66 FOOT R-O-W OF U.S. HWY 85 IN LOT 7 AND PLACER CLAIM 57,
AND A PORTION OF LOT H2 AND THE 66 FOOT R-O-W OF U.S. HWY 58 IN M.S. 107;
ALL IN SECTION 27, T5N, R3E, BHM, CITY OF DADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



NOTES:

1. LOT A1 RECORDED IN PLAT DOC# 2017-4498.
2. LOT A1 OWNED BY THE CITY OF DEADWOOD.
3. LOT 1 OF KATON SUBDIVISION IS THE BENEFITING PROPERTY OF THIS EASEMENT.

PREPARED BY:



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

DATE: JULY 1, 2019
REV:
SCALE: 1"=30'
DRAWN: FD
JOB NO: 9931



ORDINANCE #1297
AN ORDINANCE AMENDING CHAPTER 12.50 STAGING AREAS

WHEREAS, the Deadwood City Commission desires to create Chapter 12.50 to create staging areas within the City of Deadwood, now therefore

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 12.50 be created as follows:

Chapter 12.50
STAGING AREAS

12.50.010. Construction Site and Staging Requirements.

Any construction project requiring a building permit from the City of Deadwood's Building Inspector must meet the construction staging, site maintenance and construction hours' requirement outlined in this chapter.

12.50.020. Construction Staging and Site Maintenance.

- A. Trash receptacles, dumpsters and portable toilets must be reasonably screened and area kept clean. Use of trash receptacles, dumpsters and portable toilets on a public right-of-way must have prior approval from the Deadwood Chief of Police and/or Parking & Transportation Committee.
- B. Vehicle tracking control must be provided at all ingress and egress points.
- C. Silt fencing must be placed downgrade of all areas that have a potential for sediment transport.
- D. Temporary construction fencing must be provided for any below-grade construction in excess of 30 inches that is unattended or open overnight.
- E. Parking must take place on-site for lots greater than one-acre in size. For lots less than one-acre in size, parking may take place on the adjacent streets contiguous to the property with prior approval from the Deadwood Chief of Police and/or Parking & Transportation Committee.
- F. Storage of materials and fill dirt must be maintained in a neat and orderly manner. Off-site construction materials must be located in one of several approved staging areas with permission from Deadwood Chief of Police and/or Parking & Transportation Committee. Fill or excavated dirt must be maintained so that dust does not blow onto adjacent properties and may require silt fencing at the base of the piles. Periodic watering of the piles may also be necessary.
- G. Construction sites and off-site storage of materials must be maintained in a neat and orderly condition that is free from debris, garbage, used and discarded construction materials and trash.
- H. Construction sites and off-site storage shall be in compliance with Chapter 33 – Safeguards during Construction – ~~under the 2003 of the~~ International Building Code adopted by the City.
- I. The City of Deadwood is not held responsible for security, liability or loss of materials in approved off-site storage areas.

12.50.030. Construction Hours.

Sunday through Saturday ~~6:00 a.m.—7:00 p.m.~~ 7:00 a.m. to 10:00 p.m.

12.50.040. Fees for Use of Public Property for Construction Purposes.

- A. Contractors or private individuals that wish to utilize the use of public right-of-way or public property for staging or construction must follow the following fee schedule for such use.
- B. Contractors or private individuals that wish to utilize the use of public right-of-way or public property for staging or construction in conjunction with projects for the City of Deadwood or for projects funded by the City of Deadwood are exempt from fees for use of property. However the above construction staging and site requirements must be met.
- C. An inspection of the property owned by the City of Deadwood to be used will be inspected prior to the contractor occupying with materials and equipment. This inspection will be done with the contractor as well as a representative from the City of Deadwood. Conditions will be documented as well as photographed if necessary. Upon completion of the use of the City property an additional inspection will be performed by the contractor and a representative from the City of Deadwood. Any damages to the property will be repaired at the cost of contractor.
- D. The following Staging areas will require a monthly fee of \$500.00 per month for rental of the property. Mt. Moriah, Railroad Street, Spring Street, City Shop, Crescent Street, Centennial Street, Denver Street, and Fremont Street Staging Areas.
- E. The following Staging areas will require no fees for the use for construction staging. Timm Lane and Cliff Street.
- F. On street or right-of-way use for construction purposes (pending approval from Deadwood Parking and Transportation Committee) will require a fee of \$125.00 per parking space occupied per month. Examples of such use would be a dumpster on a public street or contractor requiring a vehicle be parking adjacent the project location.
- G. Damage incurred to city streets as well as additional city maintenance required (Street Sweeping, etc.) due to an activity related to construction activity will be the responsibility of the contractor to incur the costs related.

12.50.050. Contractor Process.

- A. Apply for building permit.
- B. If off-site staging is required, review map located in the building inspector's office and select a location to utilize for your project.
- C. Inform the building inspector that you are requesting use of City of Deadwood property or public right-of-way for staging. Ask to be added to the Parking and Transportation Committee agenda for approval of use.
- D. If approved, a contract will be prepared for the rental of property if applicable.

- E. Do not occupy the City of Deadwood Property prior to approval without permission of the Parking and Transportation Committee.

12.50.060. Penalty.

Failure to comply with this chapter shall subject any person convicted of any such violation to be fined up to five hundred dollars (\$500.00). Each day any violation of this code or other ordinance continues constitutes a separate offense.

Dated this 5th day of August, 2019.

CITY OF DEADWOOD

Dave Ruth Jr., Mayor

ATTEST:

Jessicca Mckeown
Finance Officer

First Reading:	July 15, 2019
Second Reading:	August 5, 2019
Published:	August 8, 2019
Adopted:	August 28, 2019



Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Deadwood
Deadwood, SD

Tank Size/Name: 400,000 Gallon-G.S.T. McGovern Tank

Location: 398 McGovern

Date Prepared: June 19, 2019



WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Deadwood, whose business address is 62 Dunlap, Deadwood, SD 57732** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **400,000** gallon water storage tank located at **398 McGovern, Deadwood, SD 57732** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

- A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- B. Washout inspections are included on the existing PAX MP contract for the McGovern Tank dated August 25, 2016.
- C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
- D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **State of South Dakota**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.
- E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

2. Contract Price/Annual Fees. The tank shall receive **an exterior renovation, interior renovation and repairs** prior to the end of Contract **Year 3**. The first **two (2)** annual fees shall be **\$2,000.00** per Contract Year. The annual fee for Contract **Years 3 through 8** shall be **\$24,770.00** per Contract Year. The annual fee for Contract Year 9 shall be **\$10,430.00**. Each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. Payment Terms. The annual fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable **upon execution of the contract. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.** (Note: Due to the length of time that it takes to perform the initial renovation project, it is possible that two (2) annual fees could fall within one budget year for the Owner). Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **eight (8)** annual fees, then unpaid balance of the first **eight (8)** annual fees shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. Structure of Tank. The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***

5. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. **Excluded Items.** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank; or (11) payment of prevailing wages at any time during the term of the contract.

7. **Termination.** The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. **Assignment.** The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

9. **Indemnification.** **THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.**

10. **Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. **Miscellaneous Items.** No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

13. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

This Contract is executed and effective as of the date last signed by the parties below.

OWNER:

City of Deadwood

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: J. P. _____

Title: Vice President, Legal _____

Print Name: J. Shane Albritton _____

Date: June 19, 2019 _____

Witness: Lara Anderson _____

Seal:





106

Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Deadwood
Deadwood, SD

Tank Size/Name: 500,000 Gallon-G.S.T. McGovern Tank 2

Location: 398 McGovern

Date Prepared: June 19, 2019



WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Deadwood, whose business address is 62 Dunlap, Deadwood, SD 57732** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **500,000** gallon water storage tank located at **398 McGovern, Deadwood, SD 57732** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

- A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- B. Washout inspections are included on the existing PAX MP contract for the McGovern Tank 2 dated August 25, 2016.
- C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
- D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **State of South Dakota**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.
- E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

2. Contract Price/Annual Fees. The tank shall receive **an exterior renovation, interior renovation and repairs** prior to the end of Contract **Year 2**. The first annual fee for Contract **Year 1** shall be **\$2,000.00**. The annual fee for Contract **Years 2 through 7** shall be **\$28,953.00** per Contract Year. The annual fee for Contract **Year 8** shall be **\$12,878.00**. Each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. Payment Terms. The annual fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable **upon execution of the contract. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.** (Note: Due to the length of time that it takes to perform the initial renovation project, it is possible that two (2) annual fees could fall within one budget year for the Owner). Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **seven (7)** annual fees, then unpaid balance of the first **seven (7)** annual fees shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. Structure of Tank. The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***

5. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank; or (11) payment of prevailing wages at any time during the term of the contract.

7. Termination. The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

9. Indemnification. **THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.**

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

13. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

This Contract is executed and effective as of the date last signed by the parties below.

OWNER:

City of Deadwood

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: _____

Title: Vice President, Legal

Print Name: J. Shane Albritton

Date: June 19, 2019

Witness: Lara Anderson

Seal:





**SOUTH DAKOTA DEPARTMENT OF AGRICULTURE
WILDLAND FIRE DIVISION
COOPERATIVE AGREEMENT**



Agreement # _____

THIS AGREEMENT IS HEREBY made and entered into by and between the South Dakota Department of Agriculture, Wildland Fire Division, an agency of the State of South Dakota, 3305 West South St., Rapid City, SD 57702-8160, (STATE), and

(complete department name and address), (COOPERATOR).

I. GENERAL PROVISIONS

- A. STATE and COOPERATOR hereby enter into this Agreement to cooperate in fire prevention and suppression efforts, pursuant to SDCL 41-20A and SDCL 1-24.
- B. This Agreement represents the entire Agreement between STATE and COOPERATOR and supersedes all prior negotiations and cooperative fire suppression agreements. This Agreement will become effective on the date of the last signature and continue until December 31, 2023, unless otherwise terminated according to the terms of this Agreement.
- C. COOPERATOR agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require COOPERATOR to be responsible for or defend against claims or damages arising solely from errors or omissions of STATE, its officers, agents or employees.
- D. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- E. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- F. While performing services under this Agreement, COOPERATOR is independent and not an officer, agent, or employee of the State of South Dakota.
- G. COOPERATOR agrees to report to STATE any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject COOPERATOR or STATE to liability. COOPERATOR shall report any such event to STATE immediately upon discovery.

COOPERATOR'S obligation under this section shall only be to report the occurrence of any event to STATE and to make any other report provided for by their duties or applicable law. COOPERATOR'S obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to STATE under this section shall not excuse or satisfy any obligation of COOPERATOR to report any event to law enforcement or other entities under the requirements of any applicable law.

- H. This Agreement may not be assigned without the express prior written consent of STATE. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof; and be signed by an authorized representative of each of the parties hereto.
- I. COOPERATOR shall comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- J. COOPERATOR may not use subcontractors to perform the services described herein without the express prior written consent of STATE. COOPERATOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify STATE, and provide proof of insurance coverage in a manner consistent with this Agreement. COOPERATOR will cause its subcontractors' agents and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements, and will adopt such review and inspection procedures as are necessary to assure such compliance.
- K. If the contracting party is not a natural person, proof of authority to sign granted by the legal entity to the natural person who signs this Agreement on behalf of the legal entity must be attached as a condition precedent to any obligation by the State of South Dakota under this Agreement. A copy of the resolution of the governing body or minutes of a regular meeting showing approval of the Agreement or an ordinance approving the Agreement and authorizing a named person to sign the Agreement may be used as adequate proof of authority.
- L. COOPERATOR agrees to obtain, and at all times during the term of this Agreement, maintain insurance coverage of the types and with the limits as follows:
 - 1. Commercial General Liability Insurance – COOPERATOR shall maintain commercial general liability insurance with a limit of not less than one-million (\$1,000,000.00) dollars per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement, or be no less than two times the occurrence limit.
 - 2. Automobile Insurance – COOPERATOR shall maintain automobile liability insurance or equivalent form for all vehicles reported as resources to STATE with a limit of not less than one-million (\$1,000,000.00) dollars per accident, and an occurrence limit of not less than twice that amount. If COOPERATOR does not carry roll over or collision insurance on any vehicles, COOPERATOR assumes all risk of loss and agrees to hold STATE harmless for all related losses.

3. Workers' Compensation Insurance – COOPERATOR shall comply with all state laws and regulations pertaining to workers' compensation insurance for personnel.
 - a. If COOPERATOR is the type of entity listed in SDCL 62-1-5.2, COOPERATOR will be covered by STATE'S workers' compensation policy while engaged in fire suppression efforts under this Agreement within the State of South Dakota. No workers' compensation benefits may be provided by STATE if a workers' compensation claim arises while COOPERATOR is dispatched to a wildland fire outside the state of South Dakota, unless the fire is a threat to resources within the state of South Dakota.
 - b. COOPERATORS that make their department resources available for out-of-state assignment through this Agreement must provide proof of workers' compensation coverage that provides coverage to their personnel outside of the State of South Dakota.

COOPERATOR agrees to provide valid certificate(s) of insurance to STATE. Certificate must be filed with STATE before STATE will sign an Agreement with COOPERATOR. COOPERATOR further agrees to annually file updated certificate(s) of insurance to STATE.

- M. Any notice or other communication required under this Agreement shall be in writing. Notice shall be sent by and to South Dakota Department of Agriculture, Wildland Fire Division, 3305 West South St., Rapid City, SD 57702-8160, (605) 393-8011, on behalf of STATE and by and to:

on behalf of COOPERATOR, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class or electronic mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

II. JOINT POWERS PROVISIONS

- A. STATE and COOPERATOR mutually agree that:
 1. This Agreement does not establish a separate legal entity as contemplated by SDCL 1-24-5. The cooperative undertaking described herein will be financed and conducted under the provisions of this Agreement by STATE and COOPERATOR, respectively. Each party has responsibilities under the terms of this Agreement, and no joint board or joint administrator will be used. Purchase and maintenance of equipment used to fulfill this Agreement will be undertaken by the respective agencies. No real property will be purchased to use for this Agreement.
 2. STATE will file a copy of this Agreement with the Attorney General and the Legislative Research Council not more than fourteen (14) days after execution, as required by SDCL 1-24-6.1.

3. Financing required by this Agreement will come from regular department budgets and the state fire suppression fund. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by STATE. Termination for any of these reasons is not a default by STATE nor does it give rise to a claim against STATE.
4. This Agreement may be terminated by either party upon sixty (60) days written notice without cause.
5. All parties must comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this Agreement.
6. All parties agree that no member or delegate to Congress, State Legislator, or resident Commissioner, after his election or appointment, and either before or after he has qualified and during his continuance in office; and no officer or agent or employee of federal, state or local government shall be admitted to any share or part of this Agreement or to any benefit therefrom, unless it is made with a corporation for its general benefit and is consistent with constitutional, statutory, and regulatory requirements for such federal, state, or local government entities.
7. Nothing in this Agreement shall prohibit the parties from entering into other agreements or contracts with any private agency, or any other local, township, county, city, state, or federal agency.

III. FIRE SUPPRESSION PROVISIONS

- A. STATE agrees to provide firefighting technical assistance to COOPERATOR.
- B. COOPERATOR agrees to provide wildland fire suppression assistance to STATE.
- C. COOPERATOR agrees to provide personnel holding minimum fire qualifications as described in the current *South Dakota Department of Agriculture Wildland Fire Division Mini-Mobilization Guide*.
- D. COOPERATOR agrees to designate a person within their organization as the point of contact (POC). The POC will serve as the contact person regarding cooperative efforts under this Agreement. COOPERATOR further agrees to notify STATE in the event the POC designation changes.
- E. STATE agrees to compensate COOPERATOR for personnel and equipment provided to STATE pursuant to this Agreement.
- F. STATE agrees to compensate COOPERATOR in accordance with the current *NWCG Standards for Interagency Incident Business Management (PMS 902)* and supplements.

Personnel and equipment rates are in the current *South Dakota Department of Agriculture Wildland Fire Division Mini-Mobilization Guide*. STATE will apply the rates which are in effect at the time of dispatch.

- G. COOPERATOR agrees to furnish a cost statement to the STATE at the address below, within thirty (30) working days of expenditure:

Fire Business Staff
South Dakota Wildland Fire Division
3305 West South St.
Rapid City, SD 57702-8160

Payment shall be made by STATE in the following manner: STATE will have fifteen (15) working days to review all bills submitted to assure they are proper and correct. Once the bill is accepted as correct, STATE will pay the cost statement within forty-five (45) days of receipt, in accordance with the Prompt Payment Act (SDCL 5-26).

- H. COOPERATOR authorizes STATE to audit wildland fire suppression records including, but not limited to, fire logs, expenditures, and fire training records.
- I. COOPERATOR agrees to promptly report any vehicle damage sustained on an incident to STATE or appropriate jurisdictional agency.
- J. STATE acknowledges that structural protection work within South Dakota does not currently require a COOPERATOR to hold an Incident Qualifications Card (IQC). If ordered for structural protection, COOPERATOR agrees that personnel, who do not have an IQC with wildland fire qualifications on it, will be released from the incident when structural protection is no longer required by the incident.

IN WITNESS WHEREOF, the parties signify their agreement by signing below.

STATE

COOPERATOR

BY: _____

BY: _____

Jay T. Esperance,
Director and Wildland Fire Coordinator

Print Name

Date: _____

Date: _____

Authority to Sign Appointment:

We, _____, hereby appoint _____ to sign, on our behalf, any documents related to the South Dakota Department of Agriculture Wildland Fire Division Cooperative Agreement. We knowingly enter the agreement with the State of South Dakota with this signature.

Motion made by: _____

Seconded by: _____

Passed on: _____

Appointee agrees by signing: _____ Date: _____



2727 N Plaza Dr.
Rapid City, SD 57702

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

101

Quote

No.: **62009**

Date: **7/2/2019**

Prepared for:

Jessicca McKeown (605) 578-2600
Deadwood City Of-Finance
102 Sherman Street
Deadwood, SD 57732 U.S.A.

Account No.: 92

Phone: (605) 578-2600

Fax: (605) 578-2084

Qty	Description	UOM	Sell	Total
2	Intel S2D Node - 2U - Rack Mount	EA	\$27,248.00	\$54,496.00
2	Microsoft Windows Server 2019 Datacenter - License - 16 cores - Open Government	EA	\$5,083.00	\$10,166.00
45	Microsoft Windows Server 2019 - License - 1 user CAL - Open Government	EA	\$29.00	\$1,305.00
1	Intel Witness Server - 2x 8-Core Intel Xeon Processor, 64GB RAM, 2x 480GB M.2 SSD, 2x 1TB NVMe SSD, 60 Month NBD Warranty	EA	\$10,596.88	\$10,596.88
1	Microsoft Windows Server 2019 Standard - License - 16 cores - Open Government	EA	\$802.00	\$802.00
1	Xtreme P90 2000VA Online UPS (NEMA 5-20R required)	EA	\$1,206.43	\$1,206.43
1	Xtreme 4-Post Rail Kit	EA	\$77.71	\$77.71
1	Xtreme Two Port Internal SNMP Card for Management	EA	\$215.23	\$215.23
1	Project Installation & Configuration	EA	\$11,000.00	\$11,000.00

Your Price: **\$89,865.25**

Total: **\$89,865.25**

Prices are firm until 7/16/2019

Prepared by: Dennis Servaty, dennisservaty@goldenwest.com

Date: 7/2/2019

S2D Solution Overview:

32 CPU Cores Total

192 GB RAM - Per Node

(2) Cache Drive - Per Node

(6) SSD - Per Node

Resiliency
2-Way Mirroring - S2D
17.1 TB - Usable Storage Total
100% All Flash

GWT will replace current VMware 2 node/SAN cluster with 2 Node Storage Spaces Cluster w/Management Server. VMware virtual servers will be converted to Hyper-V and moved to new cluster. We will upgrade/merge almost all existing servers with Server 2003 and or Server 2008 R2 to the current Server 2019 operating system. We will migrate your email from Exchange to Office 365.

**This quote does not include the Office 365 plans. The specific number of G1 and G3 Office 365 plans are being determined by the City of Deadwood.

Accepted by: _____ Date: _____

Disclaimer

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply.

Any quoted cable runs assume that there is an available cable pathway; if not, additional charges may apply.

Applicable taxes and/or additional freight charges may be added on to the invoice.

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