

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

Regular Meeting
5:00 p.m. Monday, May 20, 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 May 6, 2019**
4. **SWEAR IN/OATH OF OFFICE - MICHAEL JOHNSON** (continue to 6/3/19)
5. **APPROVE BILLS**
6. **ITEMS FROM CITIZENS ON AGENDA**
 - A. Fire Chief Rakow presents Melissa Rodgers Fire Fighter 1 & 2 Certificates for completion of training
 - B. DENR Secretary's Award for Drinking Water Excellence for eighteen consecutive years of supplying safe drinking water to the public awarded to Deadwood and system operation specialists Randy Pfarr, Kenneth Allen and Scott Reif.
7. **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. Accept recommendation of Parking & Transportation Committee to lease three metered parking spaces on Deadwood Street to Mike Trucano at a cost of \$50.00 + tax per spot per month. Lease will run from June to October. (7 days /week from 5pm - 9am daily. Allow Mayor to sign contract.
 - B. Permission to purchase a utility locator from Ditch Witch of South Dakota, Inc. for \$5,252.40 to be paid for from Machinery and Equipment. (Line item in Streets Budget)
 - C. Accept with regrets the resignation of Meghan Wittmis as Historic Preservation Administrative Assistance effective June 3, 2019 and allow Historic Preservation Office to advertise in-house for 5 days and if not filled advertise in official newspaper.
 - D. Permission for Mayor to sign a Contract (labor) with Bricher Construction to perform landscaping maintenance work at Mt. Moriah Cemetery from the end of May to the end of September. (Expense not to exceed \$4,000 for the term of the contract.)

- E. Renew 2019-2020 Malt Beverage Licenses, pending payment of property tax and BID taxes.
- F. Permission to hire returning seasonal Trolley drivers: Linda Kottke at \$13.80 per hour and Herbert Cowart at \$13.11 per hour, both effective May 21, 2019. (Pending pre-employment drug testing and background checks.)
- G. Permission to hire Rachel Geier as part-time seasonal finance office assistant at a rate of \$9.48 effective May 23, 2019. (Pending pre-employment drug testing and background checks.)
- H. Permission to hire Armour roofing to replace seven roofs (hail damage) on four City properties with Class 4 impact resistant shingles at a total cost of \$29,980.00. (Estimates provided)
- I. Permission to prepare and allow Mayor to sign contract with Rasmussen Mechanical Services for the rec center heated sidewalk project. (Approved 5/6/19)
- J. Allow Mayor to sign contract with Simon Contractors Event Complex Parking Lot Repairs and Paving (Approved 5/6/19)
- K. Allow Mayor to sign loan agreement with Journey Museum for use of city owned Termesphere from May 20 through August 31, 2019.
- L. Permission to hire Donarski Landscaping to reset brick pavers at History center in the amount of \$7,050.00. (Budgeted item)
- M. Permission for the Mayor to sign contract with Bernie Reasaw and CAI2 for retaining wall project at 336 Williams Street.
- N. Permission to allow consumption of beer and wine at Gordon Park for Neighborhood Block Club from 3:00 p.m. to 7:00 p.m. on Sunday, July 21, 2019.
- O. Permission to Participate in Project Skills Program, which is a SD paid work experience for high school student with disabilities. The program is a cooperative arrangement between the state vocational rehabilitation agencies and the local school districts.

8. BID ITEMS

- A. Results of bid opened May 16, 2019 at 2:00 p.m. for removal and replacement of steel roof at Welcome Center on May 16, 2019 at 2:00 p.m. with results to Commission on May 20. (No bids received. Permission to obtain quotes.)
- B. Results of bid opened May 15, 2019 at 2:00 p.m. for synthetic ice at Outlaw Square with results to Commission on May 20. Single bid from Glice USA, Inc. in the amount of \$210,957.80. Staff negotiated down with alternative design strategy for a total of \$147,860.30 allowed under state bid laws SDCL 5-18B-5.

9. PUBLIC HEARINGS

- A. Hold public hearing for July 4th parade: street closure July 4, 2019.
- B. Hold public hearing for Sturgis Mustang Rally: street closure August 29, 2019.
- C. Hold public hearing for Kool Deadwood Nites activities: street closure August 22 through August 25, open container in Zones 1 and 2 on August

22, 23 and 24 and 25, waiver of banner and vending fees for the following non-profits: Deadwood Chamber and American Legion August 22 through August 25, waiver of vending fee for Napa at Lower Main St. August 23 through August 25, use of Interpretive Lot on August 23 through August 25, use of Lower Main Lot August 23 through August 25, use of Event Complex August 24 and 25.

10. OLD BUSINESS

11. NEW BUSINESS

- A. Second Reading of Ordinance #1295 Creating Business Improvement District #9.
- B. Renew Wellmark health insurance for employees from August 1, 2019 through July 31, 2020 at a 3.95% premium increase. Allow Mayor to sign all associated documents.
- C. Acknowledge Proposed Change Order with Scull Construction Services Inc. in the amount \$9,535.53 to replace existing sewer line (not in acceptable condition) for Outlaw Square. (Funding from Public Works Sewer and Public Buildings budgets.)

12. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Northern Hills Emergency Preparedness Fair – June 1st at the Spearfish Walmart parking lot 10am to 2pm.
- B. Main Street Cleanup (aka Butt Brigade) – May 23rd (Starting at Tin Lizzie at 4 pm and working their way up Main Street. Weather permitting.)

13. 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

14. ADJOURNMENT

REGULAR MEETING, May 6, 2019

SWEAR IN COMMISSIONERS

The Honorable Francy E. Foral, Magistrate Judge, administered the Oath of Office to newly elected Mayor David Ruth Jr. Ruth thanked everyone for attending. Foral thanked Ruth for allowing her to administer the Oath.

The Regular Session of the Deadwood City Commission convened on Monday, May 6, 2019 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Sharon Martinisko, Charlie Struble, and Gary Todd. All motions passed unanimously unless otherwise stated.

COMMISSION DEPARTMENTAL APPOINTMENTS

Mayor Ruth Jr. announced the following Commission appointments:

David Ruth Jr. – Finance Commissioner, Chamber of Commerce Representative;

Sharon Martinisko – Public Works, Parks & Recreation, Safety Commissioner and Black Hills Council of Local Governments Representative;

Gary Todd – Police and Fire Commissioner and Commission President;

Charlie Struble – Planning and Zoning, Historic Preservation Commissioner, Deadwood History Inc. Board Member, and Event Committee Representative;

Vacancy – Library Representative, Public Buildings, and Trolley Commissioner. (Mayor Ruth will fill in for these appointments until vacancy is filled.)

APPROVAL OF MINUTE

Martinisko moved, Struble seconded to approve the minutes of April 15, 2019. Roll Call: Aye-All. Motion carried.

APRIL, 2019 PAYROLL: COMMISSION, \$2,230.76; FINANCE, \$18,529.46; PUBLIC BUILDINGS, \$7,155.13; POLICE, \$66,184.50; FIRE, \$5,373.64; BUILDING INSPECTION, \$4,142.00; STREETS, \$32,313.05; PARKS, \$27,009.95; PLANNING & ZONING, \$5,210.88; LIBRARY, \$6,431.20; RECREATION CENTER, \$15,067.29; HISTORIC PRESERVATION, \$16,834.83; WATER, \$15,613.56; PARKING METER, \$9,175.76; TROLLEY, \$16,630.54; PARKING RAMP, \$568.10. **PAYROLL TOTAL: \$248,470.65.**

APRIL, 2019 PAYROLL PAYMENTS:

Internal Revenue Service, \$60,183.03; S.D. Retirement System, \$27,390.90; Delta Dental, \$4,313.50.

APPROVAL OF DISBURSEMENTS

Todd moved, Struble seconded to approve the May 6, 2019 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	CONTRACT	350.18
A - Z SHREDDING	SERVICE	15.01
ACE HARDWARE	SUPPLIES	109.69
AFFORDABLY CREATIVE	PROJECT	1,335.00
ALBERTSON ENGINEERING	PROJECT	4,567.24
ALSCO	SUPPLIES	348.89
AMANO MCGANN	SUPPLIES	1,074.44
BARCO PRODUCTS	BENCH	1,015.89
BIG TEX TRAILER	BLADE-PWR PACK-CONTROLLER/STR	6,629.00
BH CHEMICAL	SUPPLIES	715.21
BH ENERGY	SERVICE	26,263.15
BH SECURITY	SERVICE	408.16
BH SPECIAL SERVICES	CLEANING	1,225.00
CENTURY BUSINESS	CONTRACT	264.09
CHAINSaw CENTER	SUPPLIES	876.35
CHANEY-MOODIE, JEANETTE	REIMBURSEMENT	245.23
DAKOTA LUMBER	SUPPLIES	2,188.90
DAKOTA TITLE	REPORT	600.00
DAKOTAS SOCIETY	CONFERENCE	270.00
DEADWOOD ALIVE	MARCH	31,500.00
DEADWOOD CHAMBER	BILL LIST	34,515.67
DEADWOOD ELECTRIC	SERVICE	2,440.92
DEADWOOD GAMING	BID #8	18,140.00
DEADWOOD HISTORY	PODCAST	512.00
DEMCO	SUPPLIES	227.72
EAGLE ENTERPRISES	SUPPLIES	1,185.66
EDDIE'S TRUCK CENTER	SERVICE	20.67
EMERY-PRATT	BOOKS	543.87
EPCO ENVIRONMENTAL	SUPPLIES	695.53
ESRI	AGREEMENT	11,600.00
FELD FIRE	SERVICE	264.00
FIRST INTERSTATE BANK	TIF PAYMENT	1,543.12
FIRST NATIONAL CREDIT CARD	SUPPLIES	3,850.31

REGULAR MEETING, May 6, 2019

FORCOLI & SONS PAINTING	PROJECT	5,013.27
GALLS	UNIFORMS	101.61
GARDNER CONSTRUCTION	PROJECT	5,275.00
GOLDEN WEST INDUSTRIAL	SERVICE	124.45
GOLDEN WEST	SERVICE	820.68
GOOD HOUSEKEEPING	SUBSCRIPTION	8.97
GQ PROFESSIONAL ACCOUNTS	SUBSCRIPTION	40.00
HAVERBERG FAMILY	PROJECT	5,340.04
HAWKINS	SUPPLIES	152.04
HILLYARD	SUPPLIES	168.94
HOMETOWN TROLLEY	SUPPLIES	79.57
JACOBS WELDING	SERVICE	80.00
JUNEKS SERVICE	SUPPLIES	91.18
KARL'S	SUPPLIES	811.99
KNECHT	SUPPLIES	210.97
LAWRENCE CO. REGISTER	FEE	30.00
LOWE ROOFING	WORK DONE - BH MINING LEAD	17,410.00
LYNN'S	SUPPLIES	67.83
MEETING THE CHALLENGE	WORKSHOP	458.00
MENARD'S	SUPPLIES	1,925.79
MIDWEST TAPE	DVDS	368.11
MDU	SERVICE	7,399.23
MORRISON, RONDA	REIMBURSEMENT	281.04
MS MAIL	SERVICE	1,338.21
MUTUAL OF OMAHA	INSURANCE	250.60
NEIGHBORHOOD HOUSING	SERVICE	225.84
NETWORK SERVICES	SUPPLIES	575.78
PAPOUSEK, SONYA	REIMBURSEMENT	39.00
PASSPORT LABS	METERS	94.50
PETTY CASH	LIBRARY	55.00
PETTY CASH	MT. MORIAH	500.00
PL CARPENTRY	PROJECT	8,673.82
PUBLIC SAFETY SOURCE	CONSOLE	525.00
QUIK SIGNS	SERVICE	65.82
QUILL	SUPPLIES	469.36
RAKOW, JASON	MEETINGS	150.00
RAPID CITY JOURNAL	SUBSCRIPTION	468.32
RECREATION SUPPLY	SUPPLIES	234.81
REGIONAL HEALTH	TESTING	235.00
REMLINGER MANUFACTURING	SCREENING BUCKET	5,371.22
ROLLING STONE	SUBSCRIPTION	89.95
S AND C CLEANERS	CLEANING	8,945.51
SCULL CONSTRUCTION	PAY APP#4	145,111.33
SD ASSN. OF CODE ENFORCEME	CONFERENCE	90.00
SD DEPT. OF MOTOR VEHICLES	TITLE	84.80
SD DEPT. OF REVENUE	LICENSE	150.00
SD DEPT. OF TRANSPORTATION	SERVICE	1,152.63
SD GOV. FINANCE OFFICERS	REGISTRATION	150.00
SD GOV. HUMAN RESOURCE	REGISTRATION	100.00
SD HUMANITIES COUNCIL	SPONSOR	20,000.00
SD MUNICIPAL LEAGUE	REGISTRATION	50.00
SD ONE CALL	SERVICE	19.95
SD PUBLIC HEALTH LAB	TESTING	30.00
SERVALL	SUPPLIES	755.81
SIMON CONTRACTORS	PROJECT	53,821.85
SPLIT ROCK STUDIOS	SERVICE	3,600.00
SPRIGLER, SALLY	REIMBURSEMENT	60.75
STOLTENBERG, JOSHUA	REIMBURSEMENT	31.50
STREICHER'S	SUPPLIES	35.99
SUMMIT COMPANIES	SUPPLIES	272.00
SUPPLY HOUSE INDUSTRIAL	SUPPLIES	1,351.80
TCF EQUIPMENT	TROLLEYS	9,400.86
TEAM LABORATORY CHEMICAL	SUPPLIES	794.50
THE LORD'S CUPBOARD	RECYCLING	68.97
TWIN CITY HARDWARE	SUPPLIES	3,788.27
UMENTHUM, KEITH	INSPECTIONS	450.00
VANWAY TROPHY	PLAQUES	303.70
VAST	SERVICE	3,226.78
VERIZON	SERVICE	743.47
VIEHAUSER ENTERPRISES	SERVICE	149.98
VIGILANT BUSINESS	INVESTIGATIONS	333.00
VISIONARY LANDSCAPING	PROJECT	2,225.00
WEGNER AUTO	DODGE DURANGO	31,876.00
WELLMARK	INSURANCE	9,400.86
WESTERN COMMUNICATIONS	SUPPLIES	506.95
WHITE'S CANYON MOTORS	FORD F550	48,471.00
WHITE'S QUEEN CITY MOTORS	FORD PLOW	57,404.00

TOTAL \$664,838.13

ITEMS FROM CITIZENS ON AGENDA

Proclamations

Mayor Ruth Jr. read a proclamation declaring the week of May 13th through May 16th as Law Enforcement Torch Run for Special Olympics South Dakota week

Dispute (continued from April 15th)

Mayor Ruth stated since no one spoke for or against, matter closed.

REGULAR MEETING, May 6, 2019

CONSENT

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

- A. Make remaining 2019 budgeted (May-Oct.) allocation to Deadwood Alive in the amount of \$91,500.00 from Bed and Booze Fund. (To be paid monthly as invoiced.)
- B. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Donald Kleinheksel Jr., Melody L. Kleinheksel, Nicole M. Kleinheksel and Bryan L. Jensen.
- C. Remove Rec Center employees from payroll; Anne Voight effective February 26, 2019, Adriane Melcher effective April 23, 2019 and Sage Forsting effective May 11, 2019
- D. Resolution 2019-19 in Support of Application to Occupy SD Department of Transportation Highway Right-of-Way for Days of '76 Parade July 26 and 27, 2019

RESOLUTION 2019-19

RESOLUTION IN SUPPORT OF APPLICATION TO OCCUPY S.D. DEPARTMENT OF TRANSPORTATION HIGHWAY RIGHT-OF-WAY WITHIN DEADWOOD CORPORATE LIMITS

WHEREAS, the City of Deadwood (CITY) will be home to the 97th Annual Days of '76 Celebration on July 26th through July 27th, 2019; and,

WHEREAS, the Days of '76 Parade is a time honored tradition during the Celebration; and,

WHEREAS, the size and popularity of the parade is such that CITY deems it necessary to block traffic along the parade route; and,

WHEREAS, State of South Dakota Highways 14A and 85 are located within the corporate limits of CITY and are affected by said closure; and,

WHEREAS, CITY herewith is submitting an application to the South Dakota Department of Transportation (SDDOT) for permit to occupy right-of-way for those portions of S.D. Highways 14A and 85 within the corporate limits of CITY on July 26, 2019, beginning at 1:15 p.m. until the end of the parade, and on July 27, 2019, beginning at 9:45 a.m. until the end of the parade; and,

WHEREAS, by submission of the application for permit to occupy right-of-way, CITY agrees to provide protection to highway traffic during occupancy by use of proper signs, barricades, flag persons, and lights as prescribed in the "Manual of Uniform Traffic Control Devices"; and,

WHEREAS, CITY further agrees to indemnify, hold and save harmless the State of South Dakota, its Department of Transportation, its Officers and Employees, from any and all suits, actions or claims of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that the City of Deadwood hereby supports the submission of the South Dakota Department of Transportation Application for Permit to Occupy Right-of-Way for the purpose described herein.

Dated this 6th day of May, 2019

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- E. Allow use of public property at the Event Complex on September 19 through September 22 for Black Hills Jeep Jamboree. Fees and deposit have been received.
- F. Permission to increase wage of seasonal Public Buildings employee Greg Nelson to \$11.36 per hour effective April 29, 2019
- G. Permission to hire the following seasonal employees for the Parks Department: Steve Combee at \$9.48 per hr. effective May 9, 2019, Colt Bradley at \$11.19 per hr. effective May 15, 2019, Kadden Dillman at \$9.99 per hr. effective May 28, 2019 and Owen Wiser at \$9.48 per hr. effective May 28, 2019.
- H. Permission to hire the following seasonal employees for Mt. Moriah effective May 13, 2019: Georgeann Silvernail at \$11.19 per hr., Ruth Durst at \$9.76 per hr., Ardath Waisanen at \$9.99 per hr., Doris Schenk at \$11.36 per hr., Linda Carrico at \$10.59 per hr., Carl Larson at \$9.48 per hr. and Jerilyn Rich at \$9.76 per hr.
- I. Permission to purchase 5500 gallons of gas from Southside Service for \$2.45 per gallon

REGULAR MEETING, May 6, 2019

- J. Permission to draft and send out an RFP for a Water Tank Asset Maintenance Program for McGovern Hill water tanks.
- K. Acknowledge receipt of 2019 of the following accounting reports: Exhibit 3, 4, 5, 6, 7, 8, and D. Authorize Finance Officer to submit to South Dakota Legislative Audit per SDCL 9-22-21 (Complete report will be distributed at next meeting and all documents on file in Finance Office)
- L. Permission to purchase and have installed a Tommy Lift Gate for new Street Dept. Pick-up from Jacobs Precision Welding in the amount of \$3,516.00. (2019 budgeted item)
- M. Permission to hire the following Rec Center employees: Aaron Olinger and Kaitlyn Meade as lifeguards at \$10.31 per hr. effective May 8, 2019, Carolyn Groeger as lifeguard at \$10.31 per hr. effective May 16, 2019 and Jacob Schlinkert as receptionist at \$9.99 per hr. effective May 8, 2019. (pending pre-employment drug testing and background checks)
- N. Permission to advertise for a seasonal Finance Office Assistant at \$9.48 per hr.
- O. Permission for the Mayor to sign Albertson Engineering, Inc. contract for services (annual retainer in the amount of \$70,000.00 – budgeted)
- P. Permission for Mayor to sign contract for services with Ferber Engineering in the amount not to exceed \$20,000.00 for additional ArchGIS services to allow broader access of information for city staff and general public. (budgeted)
- Q. Permission to pay annual licensing subscription to Foundant Technologies for HP program tracking in the amount of \$4,750.00 out of Professional Services Revolving Loan line item (budgeted)
- R. Appoint Willis Steinlicht to Historical Preservation Commission to fill vacancy of Ann Ochse (May 6, 2019 – May 31, 2020.)
- S. Permission to hire Randy Oldfield for Trolley driver position with a starting wage of \$12.42 effective May 7, 2019. (pending pre-employment drug screening)
- T. Permission to hire Zakary Mau for Public Building seasonal position with a starting wage of \$9.76 effective May 20, 2019. (pending pre-employment drug screening)
- U. Permission to hire Bill Schmidt Construction in the amount of \$3,500.00 for changes to curb, gutter and approach concrete at the top of Burnham Street to abate storm water drainage run-off issues.

BID ITEMS

Retaining Wall (Continued from April 15, 2019)

Historic Preservation Officer Kuchenbecker spoke about the project. Struble moved, Martinisko seconded to accept low bid from CAI2 Construction in the amount of \$113,000.00 including acceptance of Bid Alternate 1 and 3. Roll Call: Aye-All. Motion carried.

Results

Mayor Ruth stated two bids were opened for removal and reconstruction of heated sidewalk at Rec Center at 2:00 p.m. on May 2 as advertised. Bid bonds were included in the following bid submittals:

Rasmussen Mechanical Services - \$109,820.00
Rangel Construction - \$117,100.00

Transportation and Facilities Director explained the project. Martinisko moved, Todd seconded to accept low bid from Rasmussen Mechanical in the amount of \$109,820.00. Discussion on funding was held. Roll Call: Aye-All. Motion carried.

Results

Mayor Ruth stated three bids were opened for Event Complex Parking Lot Paving at 2:00 p.m. on May 2 as advertised. Bid bonds were included in the following bid submittals:

Sacrison Paving - \$62,850.50
GTI Companies - \$55,423.98
Simon Contractors- \$50,087.68

Todd moved, Struble seconded to accept low bid from Simon Contractors in the amount of \$50,087.58. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, May 6, 2019

PUBLIC HEARINGS

BID 9

Public hearing was opened at 5:17 p.m. by Mayor Ruth. Mike Trucano was available to answer questions, hearing closed. Struble moved, Todd seconded to approve Resolution 2019-09 to establish Business Improvement District No. 9. Roll Call: Aye-All. Motion carried.

Custom Cycle Bike Nights

Public hearing was opened at 5:19 p.m. by Commissioner Todd. No one spoke in favor or against, hearing closed, hearing closed. Jason Mook, Deadwood Custom Cycles spoke about the event, hearing closed. Martinisko moved, Todd seconded to approve the Motorcycle parking on Main Street from 5:00 p.m. to 6:30 pm. at the following businesses, on dates, with review after July 17: block of Saloon #10 (Southwest side only) Wednesday, June 5; Block of Bloody Nose Saloon (Southwest side only) Wednesday, June 12; Block of Gold Dust (Northwest side only) Wednesday, June 19; Block of Nugget Saloon (Northwest side only) Wednesday, June 26; Block of Mustang Sally's (Northwest side only) Wednesday, July 10; Block of Bodega (Northwest side only) Wednesday, July 17; Block of Madame Peacock's/West River (Northwest side only) Wednesday, July 24; Block of Jacobs Art Gallery (Northwest side only) Wednesday, August 14; Block of Sick Boy (Northwest side only) Wednesday, August 28; Block of Nugget Saloon (Northwest side only) Wednesday, September 4 for Gem Steakhouse; Block of Deadwood Tobacco (Northwest side only) Wednesday, September 11; Block of His and Hers Ale House (Northwest side only) Wednesday, September 18; and Block of Silverado/Franklin (Northwest side only) Wednesday, September 25, 2019. Roll Call: Aye-All. Motion carried.

Family Dollar

Public hearing was opened at 5:26 p.m. by Commissioner Todd. No one spoke in favor or against, hearing closed. Todd moved, Struble seconded to approve Retail (on-off sale) Malt Beverage, and Retail (on-off sale) Wine Licenses for Family Dollar at 124 Sherman Street. Roll Call: Aye-All. Motion carried.

Set

Todd moved, Struble seconded to set public hearing on May 20 for July 4th parade. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to set public hearing on May 20 for Sturgis Mustang Rally. Roll Call: Aye-All. Motion carried.

Todd moved, Martinisko seconded to set public hearing on May 20 for Kool Deadwood Nites. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Ordinance

Martinisko moved, Struble seconded to approve second reading of Ordinance 1293 Amending Chapter 15.01 International Building Code. Roll Call: Aye-All. Motion carried.

Resolution

Blaise Emerson, BKE Consulting, spoke about property adjacent to Stage One Subdivision, which will facilitate the creation of multi-family housing that will meet the affordable housing definition. Martinisko moved, Struble seconded to approve Resolution 2019-17 Creating Tax Incremental District #12. Roll Call: Aye-All. Motion carried.

RESOLUTION 2019-17

RESOLUTION CREATING TAX INCREMENTAL DISTRICT #12

WHEREAS the Deadwood City Commission deems it necessary to create a tax incremental district, pursuant to SDCL 11-9-6, that includes real property as more particularly described herein; and,

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

REGULAR MEETING, May 6, 2019

WHEREAS the Council finds that:

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

NOW, THEREFORE, BE IT RESOLVED by the City of Deadwood that the real property legally described below shall constitute the final boundaries of Tax Incremental District Number #12:

Lot C2 of Block 1 of Palisade Tract, Deadwood Stage Run Addition, Sections 14 and 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota; and

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

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

Dated at Deadwood, Lawrence County, South Dakota, this 6th day of May 2019.

Dated this 6th day of May, 2019

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Resolution

Emerson spoke about the project plan, total of \$300,000.00, which is eligible for tax increment financing. Martinisko moved, Todd seconded to approve Resolution 2019-18 Approving Project Plan for Tax Increment District #12 (Project Plan approved by Planning and Zoning on April 17, 2019.) Roll Call: Aye-All. Motion carried.

RESOLUTION 2019-18

**RESOLUTION APPROVING PROJECT PLAN
FOR TAX INCREMENT DISTRICT #12
AS SUBMITTED BY THE DEADWOOD PLANNING COMMISSION**

WHEREAS the Deadwood City Commission has determined that it is in the best interest of the City to implement plans which promote economic development and growth in the City. A key component to help with economic development is affordable housing; and

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

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

WHEREAS there has been established Tax Incremental District Number #12, which will overlay Tax Incremental District Number #8, along with additional areas; and

WHEREAS there has been established Tax Increment District Number #12; and

WHEREAS the Commission deems desirable to promote affordable and diversified housing to help with economic development; and

WHEREAS the Project Plan submitted helps make this development feasible by assisting in the development of improvements to promote the multifamily development; and

REGULAR MEETING, May 6, 2019

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

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

WHEREAS the Commission has considered Project Plan submitted by the Planning Commission and determined that the Project Plan for Tax Increment District #12 is economically feasible; and

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

NOW, THEREFORE, BE IT RESOLVED by the City of Deadwood that Tax Increment District Project Plan for Tax Increment District #12 and is hereby, approved as submitted by the Deadwood Planning Commission.

Dated this 6th day of May, 2019

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Contract

Emerson, spoke about the contract. Struble moved, Todd seconded to allow Mayor to sign contract for private development for Tax Increment District #12. Commissioner Martinisko is excited to see forward movement on additional affordable housing in the community. Commissioner Todd thanked staff for the information and believes the development will be good use of TIF monies. Zoning Administrator Nelson Jr. stated City needs to consider adding an additional entrance and exit out of the development. Roll Call: Aye-All. Motion carried.

Ordinance

Martinisko moved, Struble seconded to approve first reading of Ordinance #1295 Creating Business Improvement District #9. Roll Call: Aye-All. Motion carried.

Plat

Martinisko moved, Struble seconded to act as Board of Adjustment and approve final plat of Tract A of Block 30, O.T. Deadwood; Formerly Lots 36 thru 49, O.T. Deadwood, and Lot R-6B of the Deadwood Railroad Property, All of Block 30, City of Deadwood, Lawrence County, South Dakota. (Approved by Planning and Zoning May 1, 2019.) Roll Call: Aye-All. Motion carried.

Contract

Historic Preservation Officer Kuchenbecker spoke about Phase II and III. Struble moved, Martinisko seconded to allow Mayor to enter into contract with Winter and Company for Phase II & III of Main Street Master Plan in the amount not to exceed \$300,000.00. (Budgeted in 2019 bond series) Roll Call: Aye-All. Motion carried.

Purchase

Martinisko moved, Struble seconded to purchase the Activepanel Board from Connection Point with \$2,000.00 from Safety Committee and \$4,796.64 from HP M&E for a total of \$6,796.64. Roll Call: Aye-All. Motion carried.

Acknowledge

Kuchenbecker spoke about Bid Package 3. Commissioner Martinisko thanked staff and all involved for keeping the project in budget. Commissioner acknowledged Bid Package #3 for Outlaw Square in the amount of \$3,026,915.00 with total project cost under the budgeted \$4,800,000.00 including Deadwood Street re-alignment and City Creek retaining wall.

Appoint

Martinisko moved, Struble seconded to accept Mayor's appointment of Michael Johnson to the City Commission effective May 20, 2019 for a one-year term. Mayor thanked Johnson for submitting his name for consideration. Johnson thanked Commission. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, May 6, 2019

Permission

Bob spoke about the project. Todd moved, Struble seconded to accept low quote from Black Hills Asphalt to asphalt Thunder Cove and Gordon Park parking lots in the amount of \$4,734.71.00. (3 quotes were received, budgeted item in P&T.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- Acknowledge letter from FEMA indicating City of Deadwood is in compliance with the Flood Plan Ordinance and National Flood Insurance program. Mayor spoke about the letter and recognized Bob Nelson Jr. for all his hard work rectifying all violations.

Bobby Rock, Deadwood Chamber, thanked Kevin Wagner and Amanda Kille for providing information signs at Outlaw Square.

Deb Davis congratulated Mayor Ruth.

Kruzel announced Broadway Parking Ramp will be closed May 21 and possibly May 22.

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.

Mayor Ruth updated citizens on construction traffic throughout town.

ADJOURNMENT

Todd moved, Martinisko seconded to adjourn the regular session at 5:54 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday May 20, 2019.

After coming out of executive session, Martinisko moved, Struble seconded to allow Kevin Kuchenbecker to extend vacation hours by sixty days. Martinisko moved, Struble seconded to adjourn at 6:28 p.m.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

5/17/2019 9:41 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 04662 COMBINED - 5/21/19

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
=====						
01-0585	SD DEPT. OF REVENUE					
		I-051319	101-3000-202	LIQUOR LICENS MALT BEVERAGE RENEWLS/2019-20	000000	6,600.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						6,600.00

PACKET: 04662 COMBINED - 5/21/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0418	BLACK HILLS PIONEER					
		I-871 - 2019	101-4111-423	PUBLISHING ORDINANCE #1291 - SIGNS	000000	195.43
		I-872 - 2019	101-4111-423	PUBLISHING ORDINANCE #1292-SUPPLMT BUDGET	000000	23.10
		I-873 - 2019	101-4111-423	PUBLISHING NOH - PBR TOURING PRO EVENT	000000	12.94
		I-874 - 2019	101-4111-423	PUBLISHING NOH - DAYS OF '76 EVENTS	000000	22.64
		I-875 - 2019	101-4111-423	PUBLISHING NOH - DAYS '76 STEER ROPING	000000	16.63
		I-876 - 2019	101-4111-423	PUBLISHING NOH - NH COMM.BAND CONCERT	000000	13.86
		I-877 - 2019	101-4111-423	PUBLISHING NOH - WILD BILL DAYS	000000	30.49
		I-878 - 2019	101-4111-423	PUBLISHING NOH - CUSTOM CYCLES BIKE NITE	000000	23.56
		I-879 - 2019	101-4111-423	PUBLISHING RESOLUTION 2019-16/ DEFEASANCE	000000	22.64
		I-908 - 2019	101-4111-423	PUBLISHING NOH - TIF DISTRICT	000000	14.32
		I-918 - 2019	101-4111-423	PUBLISHING MINUTES - 4/1/19	000000	160.78
		I-941 - 2019	101-4111-423	PUBLISHING NOH - MALT BEV LIC/FAM DOLLAR	000000	17.09
		I-981 - 2019	101-4111-423	PUBLISHING MINUTES - 4/15/19	000000	228.23
01-0545	LYNN'S DAKOTA MART					
		I-0003 5/14/19	101-4111-426	SUPPLIES MAYOR MEET & GREET SUPPLIES	000000	41.95
DEPARTMENT 111 COMMISSION TOTAL:						823.66

5/17/2019 9:41 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

PACKET: 04662 COMBINED - 5/21/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 141 ATTORNEY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-2394	GUNDERSON, PALMER, NELS					
		I-92666	101-4141-422	PROFESSIONAL LEGAL SERVICES - FINANCE	000000	1,848.14
DEPARTMENT 141 ATTORNEY						TOTAL: 1,848.14

PAGE: 4

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====							
01-1725	QUILL CORPORATION						
		I-6958450	101-4142-426	SUPPLIES	INDEX LABELS,FILE JKTS,BINDERS	000000	185.00
01-1808	NELSON, MARY JO						
		I-19005	101-4142-422	PROFESSIONAL	CONSULTING - APRIL	000000	187.50
				DEPARTMENT 142	FINANCE	TOTAL:	372.50

PACKET: 04662 COMBINED - 5/21/19

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
=====						
01-0223	COCA COLA BOTTLING HIGH					
		I-2903155	101-4192-426	SUPPLIES	(3) GOURMET COFFEE/PUB BLDGS 000000	456.00
01-0418	BLACK HILLS PIONEER					
		I-870-2019	101-4192-423	PUBLISHING	NOTICE TO BID - ROOF/WELC CNTR 000000	33.26
01-0547	M&M SANITATION					
		I-39121	101-4192-422-18	PROFESSIONAL	MONTHLY TOILET RENTAL/FOOTBALL 000000	93.00
		I-39122	101-4192-422-05	PROFESSIONAL	MONTHLY TOILET RENTAL/COLD STG 000000	120.00
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-55509	101-4192-425	REPAIRS	FLAT REPAIR-SHOP SUPPLIES/PUB 000000	22.50
01-0682	PITNEY BOWES INC					
		I-17760430 - 5/13/19	101-4192-426	SUPPLIES	REFILL POSTAGE METER 000000	500.00
01-0684	NORTHWEST PIPE FITTINGS					
		I-1258100	101-4192-425-22	REPAIRS - MT. WHITE TRAP COVER KIT/MM	000000	47.61
01-1380	WASTE CONNECTIONS, INC.					
		I-12558685	101-4192-426-11	SUPPLIES - PA APRIL PARKS DUMPSTERS/PB	000000	435.90
		I-12559648	101-4192-426-20	SUPPLIES - RE APRIL RECYLCING DUMPSTERS/PB	000000	542.25
01-1406	STRETCH'S GLASS & CUSTO					
		I-I027745	101-4192-425-21	REPAIRS - WEL TABLE TOP/WELCOME CENTER	000000	670.68
01-1502	BLACK HILLS CHEMICAL					
		I-154033	101-4192-426	SUPPLIES	BLEACH-FOAMY CLNR-TP-ROLL/PB 000000	327.05
		I-154033A	101-4192-426	SUPPLIES	10 OZ STYRO CUPS/PUBLIC BLDGS 000000	39.28
		I-154041	101-4192-426	SUPPLIES	ECONO TOWEL-30 GAL GARB/PB 000000	131.55
		I-154069	101-4192-426	SUPPLIES	LOTION HAND SOAP/PUBLIC BLDGS 000000	167.76
01-1558	ECOLAB PEST ELIMINATION					
		I-6955872	101-4192-422-04	PROFESSIONAL	RODENT PROGRAM/CITY HALL 000000	160.68
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-757848	101-4192-425-13	REPAIRS - REC MAGNETIC PICKUP/REC CENTER	000000	14.77
		I-32-758316	101-4192-425-07	REPAIRS - FIR RATCHET STRAPS-V BELT/FIRE HAL	000000	124.08
01-3151	KONE INC.					
		I-959234583	101-4192-422-17	PROFESSIONAL-	APRIL ELEVATOR MAINT/76 MUSEUM 000000	160.91
01-3896	EAGLE ENTERPRISES, LLC					
		I-22365	101-4192-426	SUPPLIES	(50) 18W T8 LED LAMPS/PUB BLDG 000000	550.00
01-4486	24HR PLUMB AFFORDABLE					
		I-686783	101-4192-433-22	IMPROVEMENTS-	BATHROOM REMODEL/MT MORIAH 000000	2,693.50
				DEPARTMENT 192	PUBLIC BUILDINGS	TOTAL: 7,290.75

5/17/2019 9:41 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

PACKET: 04662 COMBINED - 5/21/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 193 COMPUTER SERVICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-350349	101-4193-422	PROFESSIONAL MANAGED SERVICES ANNUAL CONT.	000000	6,420.00
01-4150	GOLDEN WEST INDUSTRIAL					
		I-350028	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,VIRUS PROTECT	000000	1,268.00
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	7,688.00

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0547	M&M SANITATION					
		I-39123	101-4221-422	PROFESSIONAL MONTHLY TOILET RENTAL/FIREWISE	000000	120.00
01-0782	JACOBS PRECISION WELDIN					
		I-25895	101-4221-425	REPAIRS 2"X2"X1/8" ANGLE X 40"/FIREWIS	000000	6.30
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-758229	101-4221-425	REPAIRS AIR & OIL FILTERS - FIRE DEPT	000000	72.15
		I-32-758866	101-4221-426	SUPPLIES MTRCYCLE BATTERY - FIRE DEPT	000000	123.99
		I-32-758883	101-4221-425	REPAIRS PRONTO ATF DEX - FIRE DEPT	000000	38.76
		I-32-759440	101-4221-425	REPAIRS LIQUID PRESSURE GUAGE	000000	24.95
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D9484	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	4,882.16
		I-C18D9492	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	734.40
01-3056	NORTHERN HILLS TECHNOLO					
		I-1963	101-4221-422	PROFESSIONAL ONLINE BACKUP SVC. - FIRE DPT.	000000	32.50
01-4327	JUSTICE FIRE & SAFAETY					
		I-190959	101-4221-422	PROFESSIONAL MAINTENANCE-FIRE SUPPRESS.SYST	000000	478.57
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR	TOTAL:	6,513.78

PACKET: 04662 COMBINED - 5/21/19

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
01-0206	SCHMIDT, WILLIAM					
		I-05/10/19 25 MCKIN	101-4310-425	REPAIRS REMOVE-REPLACE CURB/STREETS	000000	2,385.00
		I-05/14/19 BURNHAM	101-4310-425	REPAIRS FORM-TIE IN-POUR FINISH/STRTS	000000	3,325.00
01-0418	BLACK HILLS PIONEER					
		I-940 - 2019	101-4310-423	PUBLISHING NOTICE TO BID- EV COMP PKG LOT	000000	40.75
01-0467	CULLIGAN OF THE BLACK H					
		I-0007690	101-4310-426	SUPPLIES (2) 5 GALL BOTTLE WATER/STREET	000000	13.00
		I-0007771	101-4310-426	SUPPLIES (3) 5 GAL BOTTLED WATER/STRTS	000000	19.50
		I-0007850	101-4310-426	SUPPLIES (2) 5 GAL BOTTLED WATER/STRTS	000000	13.00
01-0575	SOUTHSIDE OIL					
		I-093618	101-4310-426	SUPPLIES (5503) GALLONS OF FUEL/STREETS	000000	13,152.17
01-0782	JACOBS PRECISION WELDIN					
		I-25909	101-4310-426	SUPPLIES FLAT BARS 6' AND 16'/STREETS	000000	51.60
		I-25916	101-4310-425	REPAIRS 1/8"X1 1/2" FLAT BARX8' -2/STR	000000	15.20
01-1515	RAPID DELIVERY					
		I-04/30/19 STMT	101-4310-426	SUPPLIES SUMMIT SIGNS INV #393958	000000	14.38
		I-04/30/19 STMT	101-4310-426	SUPPLIES BUTLER MACHINERY INV #391138	000000	13.23
01-1589	TEAM LABORATORY CHEMICA					
		I-INV0015905	101-4310-426	SUPPLIES TERMINATOR II WEED KILLER/STRT	000000	459.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-758153	101-4310-426	SUPPLIES (2) FILTER ASSY OIL/STREETS	000000	29.50
		I-32-758155	101-4310-426	SUPPLIES (4) ROTCK4 T6 5W40 GAL/STREETS	000000	131.16
		I-32-758207	101-4310-426	SUPPLIES OIL FILTER/STREETS	000000	5.88
		I-32-758208	101-4310-425	REPAIRS LED STROBE BARLIGHT/STREETS	000000	291.57
		I-32-758255	101-4310-426	SUPPLIES CLEARANCE LIGHTS/ STREETS	000000	11.91
		I-32-758596	101-4310-425	REPAIRS A/C AUTO TEMP CONT/STREETS	000000	9.28
		I-32-758644	101-4310-426	SUPPLIES CB WITH BRACKET/STREETS	000000	5.79
		I-32-758645	101-4310-426	SUPPLIES 10 PC 1/4" DR 6 PT/STREETS	000000	17.55
		I-32-758698	101-4310-426	SUPPLIES MECH FASTFIT GLOVES/STREETS	000000	120.15
		I-32-758993	101-4310-426	SUPPLIES HZ BATTERY ASM/STREETS	000000	108.99
		I-32-759073	101-4310-425	REPAIRS HOSE FITT-6 FFORK-WIRE HYD/STR	000000	59.54
		I-32-759425	101-4310-426	SUPPLIES (24) 13 OZ EASY TOUCH DWD GR/S	000000	599.76
		I-32-759428	101-4310-426	SUPPLIES (12) SPRA 19 OZ GLASS C/STREET	000000	35.88
		I-32759442	101-4310-426	SUPPLIES SWAY BAR LINKS/STREETS	000000	53.86
01-1745	LIGHT AND SIREN					
		I-13982	101-4310-426	SUPPLIES LED BEACON-AMBER LENS/STRTS	000000	174.00
01-2688	ENVIRONMENTAL EQUIPMENT					
		I-15152	101-4310-426	SUPPLIES PUMP-WATER 12VDC 5GPM ELECT/ST	000000	279.17
01-4317	VIGILANT BUSINESS SOLUT					

5/17/2019 9:41 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 10

PACKET: 04662 COMBINED - 5/21/19

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
01-4317	VIGILANT BUSINESS SOLUT	continued				
		I-19546	101-4310-422	PROFESSIONAL BACKGROUND INVESTIGATIONS	000000	111.00
01-4345	ULINE					
		I-107953073	101-4310-426	SUPPLIES 7 STEP LADDER W/30" TOP STEP/S	000000	1,048.89
01-4461	NORTH CENTRAL INT'L INC					
		I-15325RC	101-4310-425	REPAIRS PUMP ASSY-GASKET FITT/STREETS	000000	409.07
01-4484	SKIDRIL INDUSTRIES LLC					
		I-116685	101-4310-426	SUPPLIES SURF MNT-WEDGE BOLT-WASHR/ST	000000	245.00
DEPARTMENT 310 STREETS				TOTAL:		23,249.78

PAGE: 11

BUDGET TO USE: CB-CURRENT BUDGET

DEPARTMENT 320	SANITATION	TOTAL:	6,664.05
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PACKET: 04662 COMBINED - 5/21/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN					
		I-100435666	101-4520-422	PROFESSIONAL ROTARY PARK 10 CHARLES/PARKS	000000	79.92
01-0418	BLACK HILLS PIONEER					
		I-30860	101-4520-426	SUPPLIES SEASONAL SUMMER HELP AD/PARKS	000000	237.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0007691	101-4520-426	SUPPLIES (1) 5 GAL BOTTLED WATER/PARKS	000000	6.50
		I-0007849	101-4520-426	SUPPLIES (2) 5 GAL BOTTLED WATER/PARKS	000000	13.00
		I-0007894	101-4520-426	SUPPLIES MAY COOLER RENTAL/PARKS	000000	15.00
01-0515	ROCKINGTREE LANDSCAPES					
		I-301720	101-4520-433	IMPROVEMENTS ARBOR DAY TREE	000000	499.95
		I-301970	101-4520-426	SUPPLIES CARYOPTERIS-CAROUSEL/PARKS	000000	86.05
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-55526	101-4520-425	REPAIRS DIAG-SOLONOIDE-FILTER-TRANS/PR	000000	689.28
01-0653	FASTENAL COMPANY					
		I-SDSPE106018	101-4520-426	SUPPLIES 3" ZINC-TAPE-BATTERY/PARKS	000000	229.89
01-0782	JACOBS PRECISION WELDIN					
		I-25890	101-4520-426	SUPPLIES 3"X3"X1/4" ALUM ANGLEX5'/PARKS	000000	38.79
		I-25915	101-4520-426	SUPPLIES 1/8"X2" FLAT BAR X 20'/PARKS	000000	24.00
01-1148	KNECHT HOME CENTER, INC					
		I-3220823	101-4520-433	IMPROVEMENTS SHIMS-PLYWOOD-PINE/PARKS	000000	352.19
		I-3281901	101-4520-426	SUPPLIES SUPPORT SHELF ZINC 12 PK/PARKS	000000	7.18
01-1502	BLACK HILLS CHEMICAL					
		I-154033	101-4520-426	SUPPLIES BLEACH-FOAMY CLNR-TP-ROLL/PARK	000000	327.05
		I-154041	101-4520-426	SUPPLIES ECONO TOWEL-30 GAL GARB/PARKS	000000	131.55
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-757763	101-4520-426	SUPPLIES OIL-GAS FILTERS-10W30-STABIL/P	000000	63.85
		I-32-757931	101-4520-426	SUPPLIES GAS-LUBE FF-OIL FILTERS/ PARKS	000000	19.13
		I-32-757958	101-4520-426	SUPPLIES (4) SPARK PLUGS/PARKS	000000	7.40
		I-32-758043	101-4520-426	SUPPLIES LONGER LIFE MINI BULB/PARKS	000000	3.49
		I-32-758096	101-4520-426	SUPPLIES HZ BATTERY ASM/PARKS	000000	93.17
		I-32-758239	101-4520-426	SUPPLIES OIL FILT-IDLER- V BELT-5W30/PK	000000	97.41
		I-32-758283	101-4520-426	SUPPLIES AIR-OIL-GAS FILTERS/PARKS	000000	79.94
		I-32-758491	101-4520-426	SUPPLIES (8) 20W50-DIPSTICK/PARKS	000000	49.87
		I-32-758580	101-4520-426	SUPPLIES (12) 20W50/PARKS	000000	57.36
01-1745	LIGHT AND SIREN					
		I-13997	101-4520-426	SUPPLIES LED LIGHT-BEACON-CLR LENS/PRKS	000000	756.00
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1371057	101-4520-426	SUPPLIES (10) SPARK PLUGS-RECOIL/PARKS	000000	74.72

PAGE: 13

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1798	CHAINSAW CENTER/DAKOTA	continued				
	I-1371500	101-4520-426	SUPPLIES	SPOOL W/LINE-HELMET SYST/PRKS	000000	438.24
01-3785	TALLGRASS LANDSCAPE ARC					
	I-2019-047	101-4520-433-05	CIP WHITEWOOD	WHITEWOOD CREEK RESTOR PH4	000000	642.50
01-4317	VIGILANT BUSINESS SOLUT					
	I-19546	101-4520-422	PROFESSIONAL	BACKGROUND INVESTIGATIONS	000000	400.50
			DEPARTMENT 520	PARKS	TOTAL:	5,520.93

			FUND	101	GENERAL FUND	TOTAL:
						68,201.75

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0039	SD STATE HISTORICAL SOC					
		I-042519	206-4550-422	PROFESSIONAL MEMBERSHIP RENEWAL - LIBRARY	000000	40.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0007811	206-4550-426	SUPPLIES BOTTLED WATER, CUPS - LIBRARY	000000	16.00
01-1557	DEMCO, INC.					
		I-6607561	206-4550-424	CHILDREN'S PR STICKRS,JRNLS,BAGS,FOLDERS-LIB	000000	115.83
01-1562	MIDWEST TAPE					
		I-97308734	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	95.45
		I-97345727	206-4550-434	BOOKS, MAPS A DVDs - LIBRAR	000000	67.47
		I-97368419	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	23.61
01-1911	EMERY-PRATT COMPANY					
		I-623389	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	63.33
		I-623667	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	73.47
01-3702	HOLLINGER METAL EDGE					
		I-H92349	206-4550-429	OTHER PHOTO ENVELOPES,DOC'MT CASE-LB	000000	263.19
01-4247	SD HISTORICAL SOCIETY F					
		I-1033	206-4550-429	OTHER DIAZ MICFILM/BH PIO/AUG-OCT'18	000000	120.00
				DEPARTMENT 550 LIBRARY	TOTAL:	878.35

				FUND 206 LIBRARY FUND	TOTAL:	878.35

PACKET: 04662 COMBINED - 5/21/19

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0223	COCA COLA BOTTLING HIGH					
		I-2895688	209-4510-426	SUPPLIES (3) 7 OZ CADDY PACK CUPS/REC	000000	75.00
01-0418	BLACK HILLS PIONEER					
		I-04/30/19 MULT INV	209-4510-423	PUBLISHING SPR SPORTS PREVIEW #30218	000000	42.00
		I-04/30/19 MULT INV	209-4510-423	PUBLISHING OUR TOWNS SPEC EDITION #30538	000000	155.00
		I-04/30/19 MULT INV	209-4510-423	PUBLISHING COMM PAGES SPONSOR #31025	000000	12.50
		I-869 - 2019	209-4510-423	PUBLISHING NOTICE TO BID-HEATED SIDEWALK	000000	31.60
01-2645	HAWKINS INC					
		I-4481975	209-4510-426	SUPPLIES DELDRUM-ACID-AZONE-HWTG/REC	000000	981.05
01-3151	KONE INC.					
		I-959234582	209-4510-422	PROFESSIONAL APRIL ELEVATOR MAINT/REC CENTE	000000	154.71
01-3618	KDSJ 980 AM RADIO					
		I-19-04-024	209-4510-423	PUBLISHING HS BASEBALL SPORTS/REC CENTER	000000	160.00
01-3648	NETWORK SERVICES COMPAN					
		I-575691-0	209-4510-426	SUPPLIES FOAMER SPRAY DISPENSER/REC	000000	476.88
		I-582982-0	209-4510-426	SUPPLIES GARBAGE BAGS-HARDWND TOWEL/REC	000000	80.39
		I-582983-0	209-4510-426	SUPPLIES 2 PLY TISSUE-BODY SHAMPOO/REC	000000	94.41
				DEPARTMENT 510 REC CENTER	TOTAL:	2,263.54

5/17/2019 9:41 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 04662 COMBINED - 5/21/19

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 980 SPECIAL EVENTS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-051519	209-4980-422	PROFESSIONAL B&B BILL LIST THRU 5/15/19	000000	22,007.13
01-0951	DEADWOOD ALIVE					
		I-158-19	209-4980-429	OTHER MAY 2019	000000	20,000.00
				DEPARTMENT 980 SPECIAL EVENTS	TOTAL:	42,007.13
				FUND 209 BED & BOOZE FUND	TOTAL:	44,270.67

5/17/2019 9:41 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

PACKET: 04662 COMBINED - 5/21/19

VENDOR SET: 01

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

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-051519	213-4630-423	MARKETING B&B BILL LIST THRU 5/15/19	000000	32,499.98
DEPARTMENT 630 BID						TOTAL: 32,499.98
FUND 213 BID #1-6 (Business Imprv)						TOTAL: 32,499.98

5/17/2019 9:41 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

PACKET: 04662 COMBINED - 5/21/19

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER	I-29773	215-4572-235	VISITOR MGMT 2019 KIOSKS ANNUAL RENEWAL	000000	20,250.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 20,250.00

PACKET: 04662 COMBINED - 5/21/19

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 573 HP HISTORIC INTERPRETATIO

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0039	SD STATE HISTORICAL SOC					
		I-42519	215-4573-325	HIST. INTERP. HP-SDSHS-2019 MEMBERSHIP	000000	50.00
01-0451	RUNGE, MIKE					
		I-050219	215-4573-335	HIST. INTERP. REIMBURSEMENT FOR CITY ARCHIVE	000000	161.37
01-0578	TWIN CITY HARDWARE & LU					
		I-1903-012723	215-4573-335	HIST. INTERP. GORILLA TAPE - ARCHIVES	000000	11.99
01-3044	LAWRENCE CO. EQUALIZATI					
		I-050219	215-4573-335	HIST. INTERP. GIS MAP	000000	5.00
01-3829	FED EX					
		I-6-538-56269	215-4573-335	HIST. INTERP. SHIPPING OF TRAVEL EXHIBIT	000000	167.86
				DEPARTMENT 573 HP HISTORIC INTERPRETATIOTOTAL:		396.22

5/17/2019 9:41 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 21

PACKET: 04662 COMBINED - 5/21/19

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
01-2394	GUNDERSON, PALMER, NELS					
		I-92666	215-4576-620	PROFES. SERV. LEGAL SERVICES - HP	000000	660.00
01-4150	GOLDEN WEST INDUSTRIAL					
		I-350028	215-4576-600	PROFES. SERV. OFFSITE BACKUP SERVICE - HP	000000	215.00
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						875.00

PACKET: 04662 COMBINED - 5/21/19

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU					
		I-1904-013944	215-4577-775	CAPITAL ASSET FASTENERS	000000	8.28
		I-1904-013948	215-4577-775	CAPITAL ASSET SILICONE SEALANT	000000	6.49
01-1139	CRESCENT ELECTRIC SUPPL					
		I-S506316515.001	215-4577-750	CAPITAL ASSET 7 BANNER ARMS	000000	2,372.13
01-1714	FORCOLI & SONS PAINTING					
		I-09122017-DWD	215-4577-765	CAPITAL ASSET PAINT LIGHT FIXTURES	000000	6,760.22
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:		9,147.12

PACKET: 04662 COMBINED - 5/21/19

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
01-1396	LOWE ROOFING, INC.					
		I-14870	216-1310	DUE FROM OTHE WORK DONE - 323 W MAIN, LEAD	000000	21,030.00
01-3658	DHARMA TREE CARE, LLC					
		I-04/2019	216-1310	DUE FROM OTHE WORK DONE - 850 MAIN	000000	1,600.00
01-4364	HAVERBERG FAMILY LTD PT					
		I-5/2019	216-1310	DUE FROM OTHE WORK DONE - 1&5 BURNHAM	000000	11,421.51
01-4483	JESS REAUSAW CONSTRUCTI					
		I-4/17/19	216-1310	DUE FROM OTHE WORK DONE - 850 MAIN	000000	1,083.17
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						35,134.68

5/17/2019 9:41 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 25

PACKET: 04662 COMBINED - 5/21/19

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0558	NHS OF THE BLACK HILLS	I-2019-4	216-4653-422	PROFESSIONAL SERVICING CONTRACT - INTERIM	000000	5,580.00
01-1483	KNECHT HOME CENTER	I-15944030	216-4653-962-04	SIDING GRANT SIDING - 74 VAN BUREN	000000	8,582.10
01-4438	DAKOTA TITLE	I-OE-0236-19	216-4653-960	CLOSING CO O&E REPORT - 5, 9, 12 LEE	000000	120.00
DEPARTMENT 653 REVOLVING LOAN					TOTAL:	14,282.10
FUND 216 REVOLVING LOAN					TOTAL:	49,416.78

PACKET: 04662 COMBINED - 5/21/19

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-04/30/19 EQR	602-4330-422	PROFESSIONAL APRIL 2019 EQR/WATER	000000	26,966.10
01-0684	NORTHWEST PIPE FITTINGS					
		I-1257828	602-4330-426	SUPPLIES EXT VALVE BOX-BOTTOM-MEGALG/WT	000000	333.86
		I-1258107	602-4330-426	SUPPLIES TYPE A VALVE BOX ADAPT/WATER	000000	46.62
01-0782	JACOBS PRECISION WELDIN					
		I-25923	602-4330-425	REPAIRS WELD BASE CHG MACHINE@FIRE/WTR	000000	90.00
01-1467	SD ASSN. OF RURAL WATER					
		I-EXPO19-153	602-4330-427	TRAVEL WATER CONSERV EXPO/CORY	000000	50.00
		I-EXPO19-156	602-4330-427	TRAVEL WATER CONSERV EXPO/KEN	000000	50.00
01-1589	TEAM LABORATORY CHEMICA					
		I-INV0015906	602-4330-426	SUPPLIES TERMINATOR II WEED KILLER/WTR	000000	459.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-758569	602-4330-426	SUPPLIES BRAKE PAD SET-FASTFIT GLV/WATE	000000	55.26
01-1827	MS MAIL & MARKETING					
		I-10693	602-4330-426	SUPPLIES UTILITY BILLS MAILING - APRIL	000000	297.03
01-1903	UTILITY SERVICES ASSOCI					
		I-126007	602-4330-422	PROFESSIONAL WTR LINE SURVEY-MOBILIZATION/W	000000	3,089.00
01-3736	METERING & TECHNOLOGY S					
		I-14116	602-4330-426	SUPPLIES DIG REG-BARE METER-SEAL-MNT/WT	000000	1,576.93
DEPARTMENT 330 WATER					TOTAL:	33,013.80
FUND 602 WATER FUND					TOTAL:	33,013.80

5/17/2019 9:41 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 27

PACKET: 04662 COMBINED - 5/21/19

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-04/30/19 CONSUMP	603-4325-429	OTHER EXPENSE MAY 2019 CONSUMP PUB BLDG/SEWR 000000		641.63
DEPARTMENT 325 SEWER						TOTAL: 641.63

FUND 603 SEWER FUND						TOTAL: 641.63

5/17/2019 9:41 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 28

PACKET: 04662 COMBINED - 5/21/19

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0508	GALLS, LLC					
		I-012522169	610-4360-426	SUPPLIES UNIFORM SHIRT, ZIPPER - P&T	000000	44.13
		I-012525634	610-4360-426	SUPPLIES UNIFORM SHIRTS,TROUSERS- P&T	000000	146.35
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						190.48

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3151	KONE INC.					
		I-959234582	610-4362-422	PROFESSIONAL APRIL ELEVATOR MAINT/REC CENTE	000000	154.72
01-4150	GOLDEN WEST INDUSTRIAL					
		I-350028	610-4362-422	PROFESSIONAL MANAGED FIREWALL - PKG RAMP	000000	52.50
DEPARTMENT 362 BROADWAY GARAGE						TOTAL: 207.22

FUND 610 PARKING/TRANSPORTATION						TOTAL: 1,841.71

PACKET: 04662 COMBINED - 5/21/19

VENDOR SET: 01

FUND : 700 5th GRADE DARE FUND

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-2685	CREATIVE PRODUCT SOURCI					
		I-124954	700-4000-429	OTHER TEE SHIRTS - 5TH GRADE DARE	000000	430.54
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						430.54

FUND 700 5th GRADE DARE FUND TOTAL:						430.54

5/17/2019 9:41 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 32

PACKET: 04662 COMBINED - 5/21/19

VENDOR SET: 01

FUND : 721 TIF #9 OPTIMA

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4487	DONARSKI LAWCARE & LAN					
		I-9319	721-4000-429	OTHER LANDSCAPING SERVICES-B Y DEVEL	000000	4,610.00
		I-9320	721-4000-429	OTHER TREE TRIMMING/REMOVAL-B Y DEV	000000	2,680.00
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						7,290.00

FUND 721 TIF #9 OPTIMA TOTAL:						7,290.00

5/17/2019 9:41 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 33

PACKET: 04662 COMBINED - 5/21/19

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-APR-051019	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	2,308.69
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	2,308.69
			FUND	722 SALES TAX AGENCY	TOTAL:	2,308.69

5/17/2019 9:41 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 34

PACKET: 04662 COMBINED - 5/21/19

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-051319	723-4000-429	OTHER CITY SLOTS - PMT 11, YR 1	000000	29,829.55
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	29,829.55
			FUND	723 NICKEL SLOT PAYMENT AGENCY	TOTAL:	29,829.55
					REPORT GRAND TOTAL:	302,831.30



6B
5-20-19

DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182
denr.sd.gov

April 23, 2019

Mayor David Ruth
City of Deadwood
102 Sherman
Deadwood, SD 57732

RE: Secretary's Award for Drinking Water Excellence

Dear Mayor Ruth:

Congratulations to you from DENR! For 18 consecutive years the City of Deadwood public water system has met the requirements of the Safe Drinking Water Act and the state of South Dakota's regulations. Eighteen consecutive years of supplying safe drinking water to the public is a remarkable achievement. It is our pleasure to present to you the **Secretary's Award for Drinking Water Excellence** that recognizes your system and the system's operation specialists that have demonstrated excellence in water system management and maintenance.

You will also find enclosed a draft press release concerning the award your system has received. The release can be provided to your local newspaper and includes information about the award as well as those operation specialists who have been recognized for their dedication and concern for safe drinking water. If any operation specialists are listed in error, please revise accordingly.

Thank you for all you have done these past 18 years to maintain safe drinking water for your consumers. If we can be of assistance to you, please contact us at (605) 773-3754.

Sincerely,

Mark S. Mayer, P.E.
Administrator
Drinking Water Program

cc: Randy Pfarr, Utility Manager

Enclosure



**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182
denr.sd.gov

FOR IMMEDIATE RELEASE: April 23, 2019
FOR MORE INFORMATION: Mark Mayer, (605) 773-3754

**DENR RECOGNIZES CITY OF DEADWOOD FOR DRINKING WATER
COMPLIANCE**

PIERRE - The South Dakota Department of Environment and Natural Resources (DENR) announced today that the City of Deadwood public water system and the system's operation specialists have been awarded a Secretary's Award for Drinking Water Excellence.

"Safe drinking water is all too often taken for granted. DENR wishes to recognize the City of Deadwood with the Secretary's Award for Drinking Water Excellence for delivering safe drinking water to their customers for 18 consecutive years," said DENR Secretary Pirner. "Year after year the City of Deadwood system operation specialists have worked tirelessly to provide safe drinking water, establishing a legacy that will benefit future generations. "

The system's operations specialists are Cory Percy, Randy Pfarr, Scott Reif, Kenneth Allen and Lance Sandidge.

To qualify for the Secretary's Award for Drinking Water Excellence, public water systems and their system operations specialists had to meet all of the following requirements for ten consecutive years or more:

- compliance monitoring and reporting,
- drinking water standards, and
- certification requirements.

7A
5-20-19

PARKING LEASE WITH
MIKE TRUCANO

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY", and MIKE TRUCANO of P.O. Box 454, Deadwood, South Dakota, hereinafter referred to as "TRUCANO".

CITY and TRUCANO agree that TRUCANO shall rent (3) three spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles on Deadwood Street under the following terms and conditions:

I.

The term of this lease shall be for (5) five months, to commence on June 1, 2019 and terminate on October 31, 2019. The parties acknowledge and agree that TRUCANO, its employees, representatives and invitees may use (3) three parking spaces Monday through Sunday from 5:00 p.m. to 9:00 a.m. daily.

II.

TRUCANO agrees to pay to CITY as rent the sum of fifty and No/100ths Dollars (\$50.00) plus tax per month for the entire (5) five month period of this lease with the first payment due and payable on or before the 1st day of June, with payment made the first day of each following month through October, 2019.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a full (5) five month period, and that TRUCANO is obligated to pay this parking fee per space per month for the full (5) five months without regard to whether or not TRUCANO uses said space.

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of (10%) ten percent of the unpaid and outstanding rent. If the rent payment is more than (15) fifteen days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to renter.

III.

TRUCANO and CITY agree that TRUCANO shall be assigned specific spaces by CITY on Deadwood Street and that such space will be available at all times described above for use by TRUCANO.

TRUCANO shall be responsible for all costs of signage, CITY shall install all signage. TRUCANO agrees to abide by all rules and regulations established by CITY for Deadwood Street. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

IV.

TRUCANO agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. TRUCANO acknowledges and agrees that it bears all risks of the vehicle being stolen or damaged and holds CITY harmless from any and all liability for damages to any vehicles parked Deadwood Street including but not limited to theft or damage to vehicles or property in said vehicles. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to TRUCANO vehicles or its contents while parking Deadwood Street. TRUCANO agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use Deadwood Street at its own risk and responsibility.

V.

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

VI.

This lease shall be renewed automatically at the expiration of its initial term and additional like terms, provided that either TRUCANO or CITY may terminate this agreement by notifying the other party in writing at least (30) thirty days prior to the Expiration date of this lease agreement or any automatic renewal of the same.

Dated this 20th day of May, 2019.

CITY OF DEADWOOD

By: _____
David R Ruth Jr.
Its: Mayor

ATTEST:

Jessica McKeown
Finance Officer

Dated this 20th day of May, 2019.

Mike Trucano

DITCH WITCH OF SOUTH DAKOTA, INC.

2108 ELK VALE RD
RAPID CITY, SD 57701-8526
Phone 605-342-4485
Fax 605-342-3903

CITY OF DEADWOOD

62 1/2 DUNLAP AVE
DEADWOOD, SD 57732
6055783082

Quote: 50229516

Ext. Ref.: .

Description: .

Date: 05/06/2019

Salesperson: Mark Richardson

Mobile: (605) 787-2191

E-Mail: mrichardson@ditchwitchsd.com

Price Quote

Quote valid for: 30 days, until 06/05/2019

**** UTG-STD ****

UtiliGuard™ Standard Transmitter

The following features are included: 70 standard frequencies, Radio Mode, Total Field Beacon Antenna Mode, and Passive Power Modes.

10	1	UTG-STD	UtiliGuard Std Receiver
20	1	102-1560	RX UTG STD UNIT, V02
30	1	222-4513	RECEIVER SLEEVE, SS
40	1	222-5574	UTILIGUARD EVA CASE
50	1	222-548	60HZ Power Option
60	1	222-550	120HZ Power Option
70	1	240-0014	180HZ Power Option

**** UTG-T5 ****

UtiliGuard™ Standard Transmitter

The following features are included: 70 standard frequencies.

80	1	UTG-T5	UtiliGuard T5 Std Transmitter
90	1	102-1572	TX UTILIGUARD T5 BASE UNIT
100	1	220-2331	5 INCH CLAMP ASSEMBLY

Subtotal before Tax \$ 5,252.40

Total Amount \$ 5,252.40
US Dollars

70
5-20-19

AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
BRICHER CONSTRUCTION
RE: MT. MORIAH MAINTENANCE

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and BRICHER CONSTRUCTION, with its principal place of business located at 580 Williams Street, Deadwood, SD 57732, hereinafter referred to as "CONTRACTOR;"

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor and tools to provide landscape maintenance at Mt. Moriah Cemetery in accordance with this agreement; and,

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

WHEREAS, the CITY has accepted the proposal from CONTRACTOR and provides compensation in an amount of Twenty-Five and 00/100 Dollars (\$25.00) per hour per person for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide two (2) workers to perform landscape maintenance at Mt. Moriah Cemetery Monday through Friday from 6:00 a.m. until 9:00 a.m.;
3. CONTRACTOR shall perform maintenance including, but not limited to, mowing, weed whacking, sweeping, minor tree trimming, debris and garbage removal and similar work as directed by the City's Public Works Director or Parks Superintendent;
4. The term of this contract shall be four (4) months commencing May 27, 2019 through September 27, 2019;

5. CITY shall either provide materials or reimburse CONTRACTOR for said materials that may be needed upon approval by the CITY;
6. CONTRACTOR shall comply with the following miscellaneous provisions:
 - a. All work shall be done in a professional workmanlike manner;
 - b. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein; and
 - c. Obtain a City Contractor's Licenses including proof of liability insurance.
 - d. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorneys fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2019.

CITY OF DEADWOOD

By: _____
Dave R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2019.

BRICHER CONSTRUCTION

By: _____

Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2019, before me, the undersigned officer,
personally appeared _____, the _____ of
_____ and acknowledged that he executed the same for the purposes
therein contained.

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

Notary Public
My Commission Expires: _____

7E
5-20-19

RETAIL (ON-OFF SALE) MALT BEVERAGE

Vaughn Mary Boyd, Deadwood Tobacco Co. & Cigar Bar, 628 Main St., RB-2108
Gold Dust Lodging Group, LLC, Holiday inn Express Hotel & Suites 22 Lee St., RB-2391
Mustang Sally's Inc., Mustang Sally's, 634 Main St., RB-2405
DGS LLC, Deadwood Gulch Saloon, 560 Main St, RB-2416
Black Diamond Capital LLC, Gold Dust, 688 Main St., RB-2418,
Bullock Hospitality LLC, Bullock Hotel, 633 Main St., RB-2445
MPLS Hotel management, Best Western Hickok House, 137 Charles St., RB-2447
Mary Larson, Deadwood Dicks Restaurant, 51 Sherman St., RB-2449
Willy's Wild West, Deadwood Station, 68 Main St., RB-2453
Midnight Star Enterprises, LP, Midnight Star I & II, 677 Main St., RB-2454
Old Style Saloon #10, Inc., Saloon #10, 657 Main St., RB-2466
Super G Investment Corporation, Silverado, 709 Main St., RB-2512
WWW LLC, Gold Country Inn, 801 Main St., RB-2521
TJ Gear, Madame Peacock's Accessory Lounge, 638 Main St., RB-2527
Midwest Motels of Deadwood II, Buffalo Bodega, 658 Main St., RB-2576
First Gold, Inc., First Gold Hotel, 270 Main St., RB-2584
GR Deadwood LLC, Mineral Palace Hotel & Gaming, 607 Main St., RB-2593
Fairmont Hotel Corporation, Fairmont Hotel, 628 Main St., RB-2597
Deadwood Hospitality Resort LLC, Deadwood Gulch Resort, 304 Cliff St., RB-2609
Hotel Franklin Inc., Historic Franklin Hotel, 700 Main St., RB-2659
Blue Sky Gaming, Inc., Tin Lizzie Gaming Resort, 555 Main St., RB-2831
Cliff Street LLC, Comfort Inn Deadwood, 225 Cliff St., RB-3536,
B.Y. Development, Inc., Cadillac Jack's Gaming Resort, 360 Main St., RB-3894
Deadwood Resort, LLC, The Lodge at Deadwood, 100 Pine Crest Lane, RB-19227
Dakota Gunslingers LLC, Dakota Gunslingers, 669 Main St., RB-21255
Tentexkota, LLC, Deadwood Mountain Grand, 1906 Deadwood Mountain Drive, RB-21329
H&H Deadwood LLC, His and Hers Ale House and Wine Bar, 696 Main St, RB-21478
NMD Venture LLC, Hickok's Hotel & Casino, 685 Main St, RB-21688
Apex 1996 LLC, Apex 1996 LLC, 612 Main St, RB-21693
Pandora's Box, Pam's Purple Door, 637 Main St, RB-21725
Jackson Winery & Vineyards, Belle Joli Winery, 594 Main St, RB-21771
Richard & Marguerite Olesen, Wild Bill Old West Trading Post, 624 Main St, RB-21772
Winery Hill City, LLC, Naked Winery Deadwood, 692 Main St., RB-24024
Big D Oil Co., Big D Oil #11, 402 Main St., RB-25530
Optima LLC, SpringHill Suites by Marriot, 360 Main St., RB-25531
Chip Shot Golf LLC, Chip Shot Golf, 306 Cliff St., RB-25532
Deadwood Land Holdings, LLC, Tatanka: Story of the Bison, 100 Tatanka Drive, RB-25533
Virginia A Tice-Poseley, Dakota Sky Stone, 671 Main St., RB-25535
Boondocks LLC, Happy Days, 639 Main St., RB-25536
The Gallows Tavern LLC, The Gallows Tavern, 8 Lee St., RB-25693
TSG, LLC, Pump House Mind Blown Studio, 73 Sherman St., RB-25694
Chocolates LLC, Chubby Chipmunk Hand Dipped Chocolates, 420 Cliff St., RB-25696
Broken Arrow Trading Company, Broken Arrow Trading Company, 604/606 Main St., RB-25908
Scott & Sharon Jacobs, Jacobs Gallery, 670 Main St., RB-25948

Estimate 119 Denver

Armour Roofing & Construction

115 W High Pointe Street
Suite#1
Tea, SD 57064
605-213-0103



7H
5-20-19

Date

May 6, 2019

To

City of Deadwood

Property Location

119 Denver

Quantity	Description	Unit Price	Total
9 SQ	Roof R&R (Asphalt)	\$ 325.00	\$ 2,925.00
			\$ 2,925.00
		Excise Tax	\$ N/A
		Total	\$ 2,925.00

Thank you for your business!

Armour Roofing & Construction

115 W High Pointe Street
Suite#1
Tea, SD 57064
605-213-0103



Date	To	Property Location
May 6, 2019	City of Deadwood	Mount Moriah

Quantity	Description	Unit Price	Total
17 SQ	Building #1 Roof R&R (Asphalt)	\$ 325.00	\$ 5,525.00
9 SQ	Building #2 Roof R&R (Asphalt)	\$ 325.00	\$ 2,925.00
4 SQ	Building #3 Roof R&R (Asphalt)	\$ 325.00	\$ 1,300.00
3 SQ	Building #4 Roof R&R (Asphalt)	\$ 325.00	\$ 975.00
			\$10,725.00
			Excise Tax \$ N/A
Total			\$10,725.00

Thank you for your business!

71
5-20-19

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
RASMUSSEN MECHANICAL SERVICES, INC.
CONCERNING REMOVAL AND RECONSTRUCTION OF
THE HEATER SIDEWALK AT RECREATION CENTER

This Agreement, dated this ____ day of _____, 2019, is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and RASMUSSEN MECHANICAL SERVICES, INC., a South Dakota corporation located at 2425 East 4th Street, Sioux City, IA 51101, hereinafter referred to as "RASMUSSEN."

WHEREAS, RASMUSSEN has agreed to the removal and reconstruction of the heated sidewalk located at the Recreation Center;

AND WHEREAS, CITY accepted the proposal from RASMUSSEN for an amount not to exceed One Hundred Nine Thousand Eight Hundred Twenty and 00/100 Dollars (\$109,820.00), for the above work; and

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The contract document consists of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The contract represents the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.
3. RASMUSSEN shall commence work on this project in accordance with the Notice to Bidders;
4. RASMUSSEN shall provide all labor, materials, tools, supervision, services, and equipment for complete removal, installation and start up;

5. RASMUSSEN shall be responsible for removal of the existing sidewalk components in a manner that can be salvaged for parts and use in another facility. Any unusable materials shall be properly disposed of in an authorized landfill;
6. RASMUSSEN shall install a new sidewalk utilizing a hydronic heating system;
7. RASMUSSEN shall be responsible for all testing and quality control prior to start up;
8. RASMUSSEN shall provide a one (1) year warranty for providing and installation of any parts;
9. All work shall be done in a professional and workmanlike manner;
10. All work will be subject to a final inspection by the Deadwood Public Works Director and Historic Preservation Officer before acceptance;
11. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
12. RASMUSSEN shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
13. RASMUSSEN agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of RASMUSSEN in connection with this agreement or services performed or materials provided pursuant to this contract;
14. CITY may terminate this agreement for cause in the event of default with 30 days notice to RASMUSSEN;
15. CITY shall pay RASMUSSEN a sum not to exceed One Hundred Nine Thousand Eight Hundred Twenty and 00/100 Dollars (\$109,820.00), upon completion of work; and
16. RASMUSSEN shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

Dated this ____ day of _____, 2019.

CITY OF DEADWOOD

By David R. Ruth Jr., Mayor

ATTEST:

Jessicca McKeown
City Finance Officer

Dated this ____ day of _____, 2018.

RASMUSSEN MECHANICAL SERVICES, INC.

By: _____

Its: _____

State of _____)
County of _____) SS

On this ____ day of _____, 2019, before me, the undersigned officer, personally appeared _____, the _____ of RASMUSSEN MECHANICAL SERVICES, INC. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

75
5-20-19

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
SIMON CONTRACTORS OF SD, INC.

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and SIMON CONTRACTORS OF SD, INC., with its principal place of business located at 3975 Sturgis Road, Rapid City, SD 57702, hereinafter referred to as "SIMON"

WHEREAS, SIMON; has agreed to perform specific tasks concerning the Event Complex Parking Lot Repairs and Paving for a total sum of Fifty Thousand Eighty Seven and 68/100 Dollars (\$50,087.68); and

WHEREAS, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which SIMON shall perform the services concerning the repairs and paving of the event complex parking lot; and

WHEREAS, the CITY has accepted the proposal from SIMON, and based upon the representations made above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. SIMON shall perform all work and adhere to all provisions set forth within SIMON'S proposal;
3. SIMON shall install and perform the work described herein in a qualified workmanlike manner;
4. SIMON shall remove all damaged asphalt areas and replace with new 4" thick asphalt;
5. SIMON shall have all cracks routed or blown out and filled and the surface sealed with two coats of sealer and striped to maximize parking;

6. SIMON shall raise or lower to grade all manholes, in ground utility boxes or other infrastructure in the asphalt project area;
7. In the new asphalt area, SIMON shall provide required grading, installation of compact base course (4"), tack all areas to be paved, and pave with 4" of Class E Type 2 asphalt;
8. All dirt graded or excavated must be salvaged to the CITY; all asphalt removed by SIMON must be disposed of by SIMON;
9. SIMON shall ensure all new pavement areas drain to the existing storm sewer drop inlet in the project area;
10. SIMON shall provide all signage and/or other markers to prevent injuries to persons or property near or entering the work area;
11. SIMON shall be responsible for providing traffic control to close the parking lot or a portion of the parking lot during construction;
12. SIMON shall be responsible for painting of parking lot spaces on new surface; CITY will provide parking layout;
13. SIMON shall schedule entire lot closure with CITY;
14. SIMON shall achieve completion of the project by June 13, 2019. If project is delayed due to weather this deadline may be extended only with the approval of the Parking and Transportation Committee;
15. SIMON shall indemnify, defend and hold CITY harmless from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expenses including attorney fees arising out of or in connection with any conduct or work of SIMON as set forth in this Agreement;
16. SIMON shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
17. This Agreement and the rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the state of South Dakota; and
18. Upon completion of each component, SIMON shall be paid the subtotal for the completion of each component;
19. SIMON shall not be paid any more than Fifty Thousand Eighty Seven and 68/100 Dollars (\$50,087.68) for work completed unless change orders are agreed upon in writing;

20. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied

Dated this ____ day of _____, 2019.

CITY OF DEADWOOD

By: _____
Dave R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

SIMON CONTRACTORS OF SD., INC.

By: _____
Darren Gebhart

Its: Construction Manager

State of South Dakota)
) SS
County of _____)

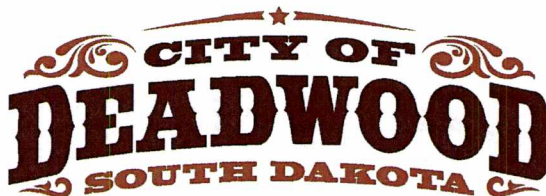
On this ____ day of _____, 2019, before me, the undersigned officer, personally appeared Darren Gebhart, known to me to be the Construction Manager Simon Contractors of SD, Inc. whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

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



7K
5-20-19
Mike Runge
Archivist
Telephone (605) 578-2082

MEMORANDUM

Date: May 17, 2019
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: **LOAN AGREEMENT #2019.02**

The City Archives is requesting permission to enter into a loan agreement with the Journey Museum:

- **2019.02** Journey Museum, for the use the Deadwood HP Termesphere "Deadwood" from May 17, 2019 to October 07, 2019.

Under the terms of the loan, the Journey Museum will submit a formal letter/email requesting the use of the Termesphere, provide proof of insurance in the event of damage, and provide written dates when the Termesphere will be exhibited at the Journey Museum.

The Historic Preservation Commission reviewed this request at their May 8, 2019 meeting and recommend entering into an agreement for the Termesphere with the Journey Museum.

RECOMMENDED MOTION:

Move to allow the City Archives to loan the Deadwood HP Termesphere "Deadwood" from May 17, 2019 to October 07, 2019 to the Journey Museum, Rapid City, SD.

Books on Deadwood:

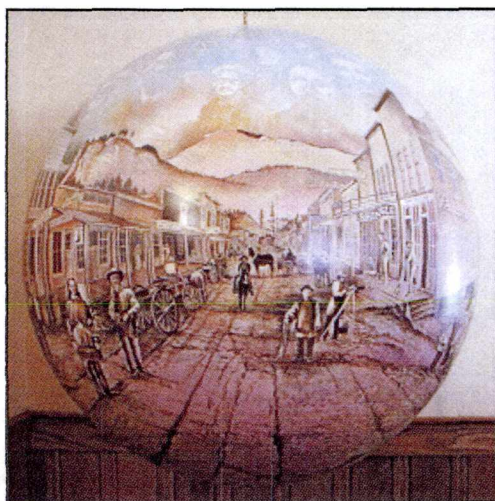
***Wild Bill Hickok Deadwood City ~ End of Trail**, Thadd Turner. Deadwood, SD: Old West Alive! Publishing. USA 2001.

***Deadwood- The Golden Years**, by Watson Parker. Lincoln NE: University of Nebraska Press. 1981.

***Boots on Bricks- A Walking Tour of Historic Downtown Deadwood**, by Mark Wolfe. Deadwood, SD: Deadwood Historic Preservation Commission. 1996.

***Pioneer Days in the Black Hills**, by John S. McClintock. Norman, OK: University of Oklahoma Press. 2000.

**All available at Adams Brothers Bookstore,
54 Sherman Street, Deadwood, SD 57732.*



Internet Resources:

Dick A. Termes:

www.termespheres.com

City of Deadwood:

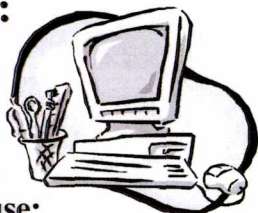
www.cityofdeadwood.com

Adams Museum and House:

www.AdamsMuseumandHouse.org

Deadwood Public Library:

<http://dwdlib.sdln.net>



“The Porthole to the Past” Termesphere facts:

Height: 3 feet in diameter

Weight: Over 25 pounds

Cost: \$25,000

Time: Over six months to complete

Completed: April 2002

Artist: Dick A. Termes
1920 Christensen Drive
Spearfish, SD 57783
605-642-4805

Location: Deadwood History and
Interpretive Center
3 Siever Street
Deadwood, SD 57732

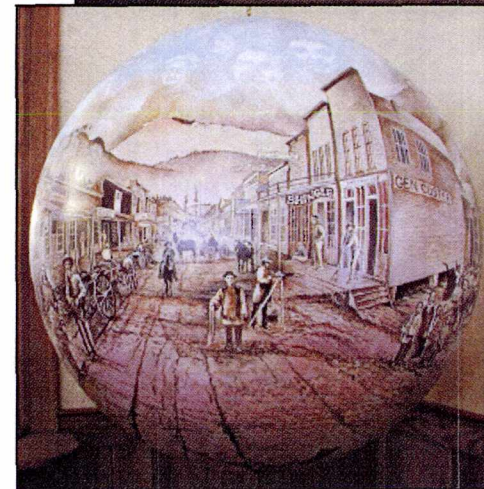
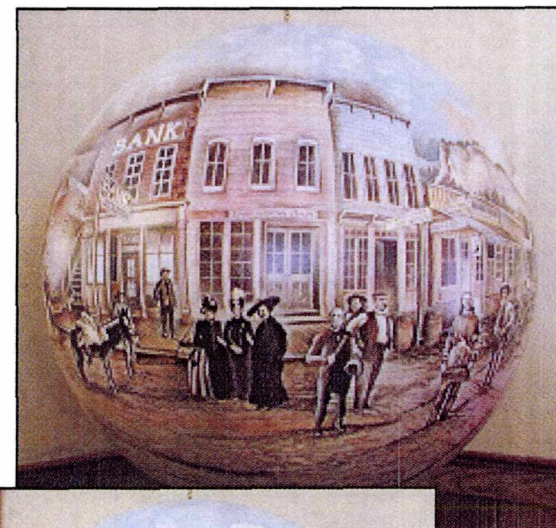
Funded by: Gaming revenue from the City
of Deadwood and the Dead-
wood Historic Preservation
Commission



Compiled by Deanna Berglund. Source: Dick Termes
Brochure design and layout by N. Mohr.
Produced April 2002.

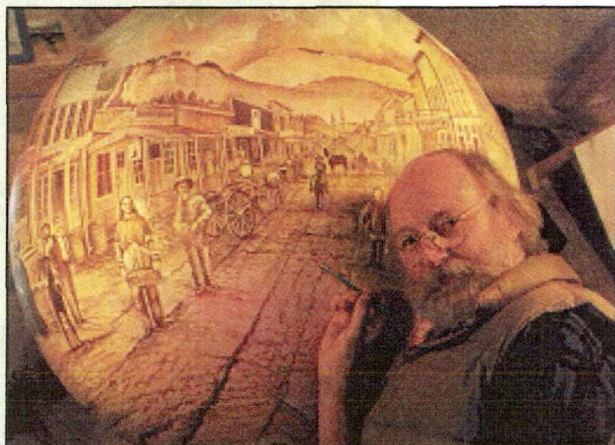
DEADWOOD

“The Porthole to the Past” Termesphere



**Come with us as we
step back in time...**

The City of Deadwood and the Deadwood Historic Preservation Commission are proud to present Deadwood's newest piece of modern art, "The Porthole to the Past" Termesphere.



World-renowned artist and local resident, Dick Termes with "The Porthole to the Past" Termesphere.

"The Porthole to the Past" Termesphere successfully combines a past time period with a modern art form to create an extraordinary piece of artwork. It was commissioned by the City of Deadwood and the Deadwood Historic Preservation Commission from world-renowned artist and local resident, Dick A. Termes. Mr. Termes has created and perfected the Termesphere, which is a polyethylene globe onto which a scene is then painted.

The process of creating this work of art required extensive research of the subject, in this case early days of the gold rush in Deadwood. Termes spent many hours at local resources, such as the City of Deadwood Archives, the Adams Museum and the Deadwood Public Library. Mr. Termes was also guided by local historians, as well as many books, such as Wild Bill Hickok Deadwood City ~ End of Trail by Thadd Turner. However, the photographs of the

time period are the most important element to the Termesphere as they truly authenticate the artwork.

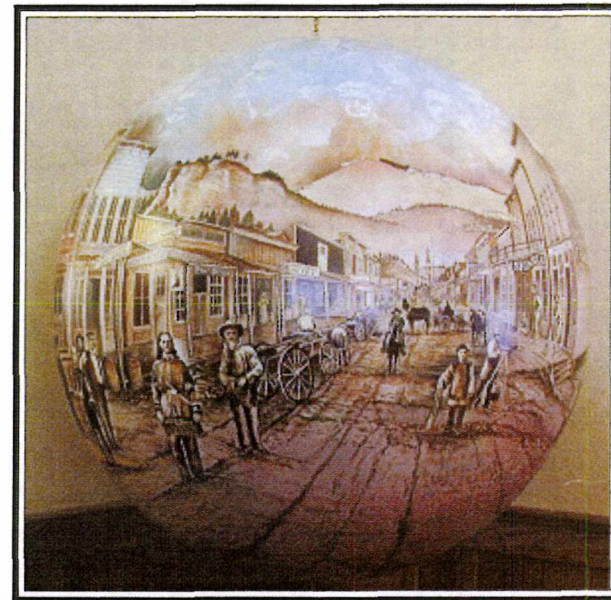
After compiling the research, Mr. Termes began the transformation of the polyethylene globe into a piece of artwork. The globe was roughened with sandpaper, and the seam was filled with a custom body filler usually used for automobiles. It was then sanded again, repeating as many times as necessary. After this Mr. Termes applied gesso, an acrylic base coat material used for the surface of a painting. It too was sanded, as often as necessary to create the smooth surface. The surface was then ready for the preliminary pencil drawing of the Deadwood streets and buildings. The photos found in research are numbered according to placement on the street and used for the drawing on the globe. As Mr. Termes' vision of the Termesphere took shape on the sphere, the pencil lines were traced with a thin line of acrylic paint. After these lines were completed, colors are added to the Termesphere, bringing nineteenth century Deadwood alive once again.

At the top of "The Porthole to the Past" Termesphere is a collage of the faces of Deadwood including Annie Tallent, the first white woman in the Black Hills; Preacher Henry Smith, whose murder is still unsolved; and W.E. Adams, prominent businessman and founder of the Adams Museum. Native American images also adorn the top of the Termesphere.

In the center, Deadwood's famous Wild Bill Hickok stands on Main Street in front of the Karcher Boots store, while Calamity Jane poses

with her gun in front of Bloom's on the corner of Lee and Main Street. At the bottom of "The Porthole to the Past" Termesphere is the Dead Man's hand, the cards allegedly held by Wild Bill when he was murdered by Jack McCall in 1876.

The completed "Porthole to the Past" Termesphere took over six months to complete and is approximately three feet in diameter, weighing over twenty-five pounds. A transparent poly spray protects it from handling and the elements. It is hung from a ceiling motor so all sides are visible as it slowly rotates.



The Deadwood Termesphere purchase was made possible by funds from the Historic Preservation Commission at a total cost of \$25,000. The Termesphere is displayed permanently in the north room of the Deadwood History and Interpretive Center located on 3 Siever Street.



JOURN-2

OP ID: AAB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Western Insurance RC PO Box 3075 Rapid City, SD 57709 Amy Borella	605-348-9800	CONTACT NAME: Amy Borella PHONE (A/C, No, Ext): 605-348-9800 FAX (A/C, No): 605-342-4579 E-MAIL ADDRESS: Amy.Borella@FirstWesternInsurance.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual		24074
INSURER B: United Fire & Casualty		13021
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED The Journey Museum c/o Troy Kilpatrick 222 New York St Rapid City, SD 57701	
--	--

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS56550656	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS56550656	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			USO56550656	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	30303853	05/01/2019	05/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

City of Deadwood
Michael Runge
108 Sherman Street
Deadwood, SD 57732

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Runge

From: cchristianson <cchristianson@journeymuseum.org>
Sent: Thursday, May 2, 2019 2:31 PM
To: Michael Runge
Subject: Fwd: RE: Copy of Insurance Policy
Attachments: Certificate.pdf

Mike,

Attached is the certificate of insurance. We would like to have the termsphere from May 17th until August 16th for sure, but are willing to keep it longer if you need us to.

Corey

----- Original message -----

From: Amy Borella <Amy.Borella@firstwesterninsurance.com>
Date: 5/2/19 2:19 PM (GMT-07:00)
To: 'ccchristianson' <cchristianson@journeymuseum.org>
Subject: RE: Copy of Insurance Policy

Hi Corey,

Thank you! Attached is a certificate of insurance. Please let me know if they need anything additional and I am happy to help.

Thank you!
Amy

From: cchristianson [<mailto:ccchristianson@journeymuseum.org>]
Sent: Thursday, May 02, 2019 2:05 PM
To: Amy Borella
Subject: RE: Copy of Insurance Policy

Michael Runge

City Archivist

108 Sherman Street

Deadwood, SD 57732

I believe that the City of deadwood is the overall person saying they need the certificate of insurance.

Corey

----- Original message -----

From: Amy Borella <Amy.Borella@firstwesterninsurance.com>

Date: 5/2/19 1:57 PM (GMT-07:00)

To: 'cchristianson' <cchristianson@journeymuseum.org>

Subject: RE: Copy of Insurance Policy

Hi Corey,

Yes, I am happy to send that to you, but I would need the name and address of the person/entity requesting it. The reason is, a certificate of insurance always lists the other entity requesting it.

Feel free to call me at 348-9800 or email me the information.

Thanks!

Amy

From: cchristianson [<mailto:cchristianson@journeymuseum.org>]

Sent: Thursday, May 02, 2019 12:48 PM

To: Amy Borella

Subject: Re: Copy of Insurance Policy

Amy,

If you could send me a copy of the certificate of insurance that would be awesome!

Corey

----- Original message -----

From: Amy Borella <Amy.Borella@firstwesterninsurance.com>

Date: 4/29/19 4:29 PM (GMT-07:00)

To: Corey Christianson <cchristianson@journeymuseum.org>

Cc: Troy Kilpatrick <tkilpatrick@journeymuseum.org>

Subject: Re: Copy of Insurance Policy

Hi Corey,

Yes, I am happy to help you. Did you need a complete copy of the insurance policy emailed or are they requesting a certificate of insurance? Generally a certificate of insurance is what is required, but if they want something different, please let me know.

Also, if it is a certificate of insurance they are looking for, I just need their name and address to put on the certificate as the holder.

Please let me know and I will email you the right document.

Thanks!

Amy

On Apr 29, 2019, at 3:58 PM, Corey Christianson <cchristianson@journeymuseum.org> wrote:

Hi Ms. Borella,

My name is Corey Christianson and I am the AEC Coordinator at the Journey Museum and Learning Center. I am emailing in the hopes to get a copy of the Journey Museum and Learning Center's insurance policy in order to get an artifact on loan to the museum in May.

Thank you,

Corey

Corey Christianson
Exhibits and Curation Coordinator
The Journey Museum and Learning Center
Direct: (605) 394-2535
Email: cchristianson@journeymuseum.org
Website: www.journeymuseum.org

LOAN NUMBER:	#2019-02
DUE DATE:	08.31.2018
RENEWED UNTIL:	
RETURNED:	YES/NO

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 City of Deadwood, herein after referred to as "DEADWOOD," and Journey Museum, located at 222 New York St, Rapid City, SD 57701, hereinafter referred to as "PERMITEE."

1. The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITEE to use the following property owned by DEADWOOD.
2. A description of the property for which permission is granted is as follows: **See Attachment #A (hereafter "The Property")**
3. The purpose for which PERMITEE is using the above-described premises is as follows: **"Exhibition"**
4. DEADWOOD and PERMITEE agrees to handle, package, and ship or transport **The Property** in a manner that protects it from breakage, loss, deterioration, and contamination.
5. Permission for the above use of **The Property** at the above-described location is permitted from May 20 , 2019 until August 31, 2019.
6. PERMITEE specifically acknowledges and agrees that it shall be solely responsible for any damage to **The Property** loaned pursuant to this Agreement. Further, PERMITEE agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money, which DEADWOOD might have to pay to any person as a result of damage to **The Property** and personal injury, or death resulting from PERMITEE'S use of **The Property** pursuant to this Agreement.
7. The Deadwood City Archivist shall administer and supervise use of **The Property** pursuant to this Agreement and all PERMITEES 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. Within twenty-four hours of discovery, the PERMITTEE will be notify DEADWOOD of instances or circumstances surrounding any loss of damage to, or destruction of **The Property** and will at the direction of DEADWOOD take steps to fix any damage to **The Property**.
9. PERMITTEE also further understands and agrees that **The Property** shall not be repaired, restored, cleaned, or altered in any way whatsoever, without prior written consent of the Deadwood City Commission.
10. **The Property** shall not leave custody of the PERMITTEE without written permission of DEADWOOD.
11. PERMITTEE agrees to acknowledge and credit DEADWOOD in any use or photographs or exhibits or publications resulting from the loan. The credit line shall read as follows: ***“Courtesy of the City of Deadwood and the Deadwood Historic Preservation Commission.”***
12. PERMITTEE agrees to provide DEADWOOD with two (2) copies of any photographs, published articles, materials, etc. generated as a result of the loan.
13. Upon termination of this agreement, PERMITTEE agrees to properly package and transport **The Property** back to DEADWOOD. Damage inflicted by inadequate packaging will be at the expense of the PERMITTEE.
14. 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.

15. PERMITEE shall maintain adequate insurance against any loss or damage to **The Property** subject to this loan. PERMITEE shall also maintain a minimum insurance policy against any loss to **The Property**, naming DEADWOOD as an additional insured.
16. PERMITEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this 13 day of May, 2019.

City of Deadwood

By: _____
David Ruth Jr., City Mayor

By: C. S. Christensen
Corey Christensen (PLEASE PRINT NAME)
The Journey Museum, Director Curator

Attachment #A

Termesphere "Deadwood"

END of LOAN #2019.02

7M
5-20-19

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
CAI 2, LLC RE: 336 WILLIAMS STREET RETAINING WALLS**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and CAI 2, LLC, with its principal place of business located at 515 S. Main Street, Lead, SD 57754, hereinafter referred to as "CONTRACTOR;"

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the reconstruction of the retaining wall located at 336 Williams Street in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and,

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

WHEREAS, OWNER is the owner of the property on which the retaining wall is situated;

WHEREAS, CITY has Albertson Engineering, Inc., 3202 West Main St. Suite C, Rapid City, SD 57702, as the "ARCHITECT" for all references herein; and

WHEREAS, the CITY has accepted the bid proposal from CONTRACTOR and provides compensation in an amount of Sixty Three Thousand and 00/100 Dollars (\$63,000.00), for the services set forth above, Bid Alternate #1 in an amount of Twenty Six Thousand and 00/100s Dollars (\$26,000.00), and Bid Alternate #3 in an amount of Twenty Four Thousand and

00/100 Dollars (\$24,000.00) for total payment to CONTRACTOR in the amount of One

Hundred Thirteen Thousand and 00/100 Dollars (\$113,000.00) the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 336 Williams Street;
3. CONTRACTOR shall be responsible for all applicable permitting;
4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall keep driveway and entrances serving the premises clear and available to adjacent Owner, Owner's employees and emergency vehicles at all times and will not use these areas for parking or storage of materials;
6. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
7. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
8. CONTRACTOR shall be responsible for any damages to any utilities caused by his/her project operations;
9. CONTRACTOR shall take care during excavation and construction as to not damage the existing garage and other items to be reset or remain, any damage shall be restored to match existing at the cost of the CONTRACTOR;
10. Requirements for Performance Bonds, bid bonds, payment schedule, change order documentation and approval are responsibility of Owner with assistance from the City of Deadwood. Construction to be completed within 90 days of Notice of Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90 day limit in which construction is not completed.
11. Exterior stairs to 2nd story shall be removed and reset/replaced as required for construction by CONTRACTOR.
12. CONTRACTOR shall salvage existing stone removed during construction, all existing stone not reinstalled shall be neatly stockpiled on site for CITY to pick up and take to their salvage yard;

13. CONTRACTOR shall replace all damaged turf with sod.
14. All replaced sidewalk shall be 4" minimum depth with #4 rebar at 18" c.c. centered in slab.
15. All new stone veneer shall be supplied by CITY within 10 miles of Deadwood. CONTRACTOR responsible for delivering and installing veneer with appearance matching the lower tier existing wall to remain.
16. The Contract Documents consist of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The Contract Documents represent the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral;
17. CONTRACTOR shall fully execute the work described in the Contract Documents;
18. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by ARCHITECT;
19. CONTRACTOR shall pay the sum of \$100 per day for each day that the project is not completed beyond the project completion date as specified in the plans and specifications, and shall be deducted from any monies due to CONTRACTOR as liquidated damages as indicated in Notice to Bidders;
20. CONTRACTOR shall abide by all bonding requirements set forth in the Contract Documents;
21. CONTRACTOR shall comply with the following miscellaneous provisions:
 - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
 - b. All work shall be done in a professional workmanlike manner;
 - c. All work will be subject to final inspection by Deadwood Public Works Director before acceptance;
 - d. All work is to be completed in accordance with existing building codes;
 - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;

- f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
 - g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.
22. OWNER agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorneys fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of OWNER in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2019.

CITY OF DEADWOOD

By: _____
Dave R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2019

OWNER:

OWNER:

State of South Dakota)
) SS
County of _____)

On this _____ day of _____, 2019, before me, the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

State of South Dakota)
) SS
County of _____)

On this _____ day of _____, 2019, before me, the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

Dated this _____ day of _____, 2019.

CAI 2, LLC

By: _____

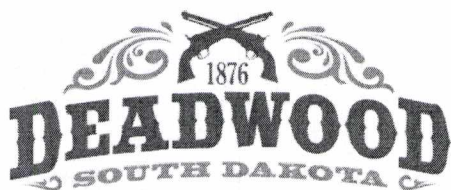
Its: _____

State of South Dakota)
) SS
County of _____)

On this _____ day of _____, 2019, before me, the undersigned officer, personally appeared _____, the _____ of CAI 2, LLC and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public
My Commission Expires: _____



7N
5-20-19

City of Deadwood
Picnic Shelter Reservation Application
67 Dunlop Avenue, Deadwood, SD 57732
Phone: 605-578-3082
Email: rmcgrath@cityofdeadwood.com

Application Date

April 29, 2019

Organization Name Neighborhood Block Clubs	Contact Name Bonny Anfinson/Meghan Wittmis
Phone Number 578-2082	Email hpadmin@cityofdeadwood.com

Address (Include City, State and Zip)
108 Sherman Street, Deadwood, SD 57732

Contact Person for Day of Event Bonny Anfinson	Phone Number 307 660-6802
---	------------------------------

Date of Event July 21, 2019	Type of Event Community Picnic
--------------------------------	-----------------------------------

Park Requested

<input checked="" type="checkbox"/> Gordon Park	<input type="checkbox"/> Methodist Park	<input type="checkbox"/> Powerhouse Park	<input type="checkbox"/> South Gateway Park
<input type="checkbox"/> Martha Bullock Park	<input type="checkbox"/> Keene Park Field 1	<input type="checkbox"/> Keene Park Field 2	<input type="checkbox"/> Ferguson Field 3

Event Start Time <u>3:00 p.m.</u> Event End Time <u>7:00 p.m.</u>	Is this a public event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Include Set Up/Clean Up	

Please give a detailed description of the event

This is a community picnic open to the public. Hot dogs and hamburgers will be provided and participants will be asked to bring a dish for the potluck picnic. This is an annual event put on by the Neighborhood Block Clubs.

Liability insurance will be required for businesses, public events, alcohol, and inflatables. The City of Deadwood must be listed as additionally insured.

Please speak with City Staff to confirm availability, this application does not guarantee your reservation. Please return this application to

City of Deadwood
67 Dunlop Avenue
Deadwood, SD 57732
or email to
rmcgrath@cityofdeadwood.com

Project Skills

Project Skills is a paid work experience program for high school students with disabilities.

The program is a cooperative arrangement between the state vocational rehabilitation agencies and the local school districts.

Project Skills provides students the opportunity to learn different skills in a variety of job placements, with the assistance of a job coach.

Project Skills will help to build the student's work history, references, and help them move into different and better jobs as they mature and are ready to take on new challenges.

Visit the Project Skills website to check out a video explaining the program!

<http://dhs.sd.gov/drs/projectskills/default.aspx>

For information on Project Skills please call your local Vocational Rehabilitation Counselor, Service to the Blind & Visually Impaired office, local high school, or contact your regional Transition Liaison:

Dan Rounds, Central Region

221 S. Central Ave., Suite 33
Pierre, SD 57501
Phone: (605) 224-6287 ext. 218
E-mail: drounds@tie.net

Bev Petersen, South Eastern Region

811 East 10th Street, Dept. 21
Sioux Falls, SD 57103-1650
Phone: (605) 367-5330
E-mail: bev.petersen@state.sd.us

Cindy Kirschman, North Central Region

1707 4th Ave, SE STE A
Aberdeen, SD 57401
Phone: (605) 626-2398
E-mail: cindy.kirschman@state.sd.us

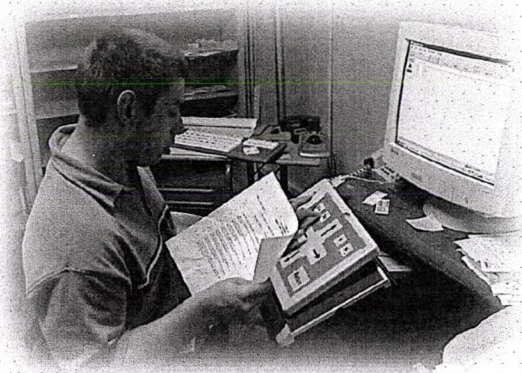
Shannon Hallock, South Central Region

221 S. Central Ave., Suite 33
Pierre, SD 57501
Phone: (605) 224-6287 ext. 211
E-mail: shallock@tie.net

Dave Halverson, Western Region

PO Box 218
Sturgis, SD 57785
Phone: (605) 347-4467
E-mail: dhalverson@bhssc.tie.net

Project Skills



- ✓ Work experience program for youth with disabilities.
- ✓ Assisting students in identifying their career.

<http://dhs.sd.gov/drs/projectskills/default.aspx>

70
5-20-19

Why is Project Skills needed?

Many times, students with disabilities don't get an opportunity to gain paid work experience while in high school. Although willing, most employers cannot afford to provide the training and supports students frequently require on their first job. By covering the cost of wages and additional supports, Project Skills enables employers to provide these students with valuable work experiences in a real work setting.

How does it work?

First, the student completes a survey to identify jobs that show a high interest.

Next, a school representative contacts

employers to locate possible jobs that match the student's interest areas. Once an appropriate work experience site is located, the employer, student, vocational rehabilitation (VR) counselor and school representative sign a Work Experience Agreement. The work experience can last from a minimum of 50 to a maximum of 250 hours. During this time, students are paid the current minimum wage.



Who is eligible for Project Skills?

In order to participate in Project Skills, students must:

- Be 16 years or older.
- Be enrolled in a certified high school program and be meeting acceptable academic and attendance requirements.
- Have an employment experience as part of the Individual Education Program (IEP) unless waived by the VR counselor.
- Apply for and be determined eligible for vocational rehabilitation services through either the Division of Rehabilitation Services or Service to the Blind & Visually Impaired.

Who pays for the program?

The Division of Rehabilitation Services provides funding for wages, FICA, worker's compensation, and other costs. VR can also pay for other items needed for employment, such as uniforms or interpreters, based on the individual student's needs.

The local school district provides matching funds for Project Skills by providing job development, job coaching and on-site monitoring.

These services can be provided directly by the school district or may be purchased from another agency, such as an education cooperative, Community Support Provider, career learning center, mental health center or other agency approved by the Division of Rehabilitation Services.



What about Worker's Compensation?

Worker's Compensation is covered by the Division of Rehabilitation Services. There is no financial obligation of benefits or wages by the employer.

What is the employer's role?

- Comply with the training plan and provide participants appropriate supervision and training; safe and healthy working conditions and adhere to all child labor laws.
- Maintain accurate time and attendance records and submit the completed time cards to the state on a weekly basis.
- Provide adequate general liability and automobile liability insurance covering actions of the participant.



Project Skills is a paid work experience program for high school students with disabilities in South Dakota. The program is a cooperative arrangement between the state vocational rehabilitation agencies and the local school districts.

Project Skills provides students the opportunity to learn different skills in a variety of job placements, with the assistance of a job coach.

Just so you know, a work experience must be at least 50 hours in length, and can be as many as 250 hours per academic year, at least 10 hours but no more than 20 hours/week.

Why is Project Skills Needed?

Many times, students with disabilities don't get an opportunity to gain paid employment experience while in high school. Although willing, many employers cannot afford the supports students frequently require on their first job.

Vocational Rehabilitation (VR) funds the student's wages, workers compensation, FICA and other costs directly related to the job, such as interpreters or uniforms.

There is no out-of-pocket expenses for the employer.

8A
5-20-19

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on May 16, 2019, for removal and replacement of the steel roof and all hail damaged roof components with the exception of the membrane roof area at the Deadwood Welcome center located at 501 Main St. Bids will be publicly opened and read on that date at 2:00 p.m. at 102 Sherman, Deadwood, SD, with results presented to the City Commission on May 20, 2019 at 5:00 p.m.

The contractor will be responsible for removal of the existing roof steel and components in a manner that is safe and meets all local and state code requirements. Any unusable materials shall be properly disposed of in an authorized landfill. The contractor will be responsible for all quality control. In addition to any warranties by the supplier, the contractor shall provide a one year warranty for providing and installation of any items that were replaced in the project.

Interested contractors can schedule a time to inspect the project by calling Public Buildings Department at 605-578-2082.

Bid security will be required in the form of a cashiers check or certified check in the amount of five (5) percent of the total for the bid submitted, or through a bid bond of not less than ten (10) percent of the total for the bid submitted, made payable to the City of Deadwood.

Bids will be sealed with name of bidder on the outside and marked **Deadwood Welcome center roof**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 1st day of April, 2019.



Jessicca McKeown, Finance Officer

Publish Black Hills Pioneer: April 4 and April 11, 2019

For any notice that is published twice:

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

8B
5-20-19

Notice to Bidders

NOTICE IS HEREBY GIVEN, that the City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 p.m. on May 15, 2019, to supply the **"Synthetic Skating Surface and Support System"** for Outlaw Square for the City of Deadwood. Bids will be publicly opened at 2:00 p.m. on May 15, 2019 in the Commission Chambers at City Hall 102 Sherman Street, Deadwood, SD with results presented to the City Commission on May 20, 2019 at 5:00 p.m.

Plans and specifications for the project may be obtained electronically from the City of Deadwood, 108 Sherman Street, Deadwood, SD 57732, www.cityofdeadwood.com or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

Bids must be sealed and marked **"Synthetic Skating Surface and Support System"**. Bids shall be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 15th day of April 2019.

CITY OF DEADWOOD



Jessicca McKeown, Finance Officer

Publish Black Hills Pioneer: April 25, 2019 and May 2, 2019

For any notice that is published twice:

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

April 29, 2019

Jessicca McKeown
Finance Officer
City of Deadwood Finance Office
102 Sherman Street,
Deadwood, South Dakota 57732

Dear Ms. McKeown,

Please find our attached proposal in response to your RFP "Synthetic Skating Surface and Support System" dated April 15th 2019. Our proposal meets all of the requirements and specifications contained in your RFP document.

We understand that this rink will be installed seasonally each year, and therefore must be designed for assembly and disassembly over many years of operation. Glice skating surface panels and related components such as dashboards have been specifically designed for this kind of repetitive use and are highly durable. Glice offers a 12-year warranty because our products are designed for this kind of repetitive service.

Because of the unique elliptical rink shape designed for the Outlaw Square site, it is important that surface panels are identified with engraved numbers that will assist the installers in assembling the rink, particularly at the perimeter of the ellipse. 220 panels are needed to make up the elliptical shape and 52 of those panels will be custom cut as shown in the attached CAD drawing ("Glice Elliptical Outlaw Square"). Glice employs computer-controlled milling and cutting machines to create precise surface shapes for this purpose, and each of the 52 "perimeter panels" will have an identifying code to assist installers in orderly and rapid installation, disassembly and storage.

Our proposal also includes Glice pallet boxes specifically designed to store these 220 panels and make them easy to transport from storage to the Outlaw Square site by forklift or other means. These durable pallet boxes are a unique and important feature of the Glice system that will assist your city in managing the rink assets efficiently, helping to speed the install and uninstall process, and protect the components long-term.

Glice manufactures its own custom dashboards and is uniquely qualified to build highly precise curved shapes to make up the elliptical perimeter of the rink as specified. Each quadrant of the rink's dashboards will be custom formed, will be identified for easy assembly and disassembly. These dashboards, with their scuff resistant high-impact surfaces, are designed to carry sponsorship and branding content that the city may wish to apply. They have highly engineered leveling and panel connectors to assist installers. We have also budgeted for our master installation supervisor to be on-site for the first installation to insure your personnel are fully trained.

I have attached a number of supporting documents in addition to our proposal that may be beneficial to your office in evaluating our offer. Please contact me if you have any questions about our proposal, the conditions of sale, transport or any other aspect of this project. Thank you for considering Glice for this highly visible public amenity in Deadwood.

Sincerely,



Mark Winter
CEO, Glice USA, Inc.

Glice USA, Inc
7102 La Vista Place, St. 203
Niwot, Colorado, 80503
1-866-454-2387

Glice International
Pilatusstrasse 38
6002 Luzern Switzerland
+41 44 586 06 93



Elliptical Skating Rink for Outlaw Square Deadwood,
South Dakota

mark.winter@glice.com

310-902-4554

Skype: markwinter

Offer Ref.: 19-256

Date: 04/29/19

Validity: 60 Days



Elliptical Skating Rink for Outlaw Square Deadwood, South Dakota

Innovational AG - Offer Ref: 19-255

Date: 04/29/19

Validity: 60 Days

Billing Data

To Be Determined

REF: Wyss Associates

728 Sixth Street

Rapid City, SD 57701

Delivery Address

Outlaw Square

Main and Deadwood Streets

Deadwood, South Dakota

Rink Capacity (nr. Of Skaters)	99
Skatable Length Feet	83.81
Skatable Width Feet	63.32
Skatable Surface Sqft	5306.81

Glice Rink Core

Glice® Eco-Ice Surface 20 mm	260 Panels	Premium Eco-Ice Technology
Glice® Leisure Dasher Board System	1 System	Aluminium and Polycarbonate, 1m high

Glice Rink Accessories

Glice® Care Solution	2 Unit(s)	5 Liters can
Glice® Sharpening Machine	2 Unit(s)	Easy-to-handle and effective skate sharpening
Glice® Cleaning System - Master Cleaner	1 Unit(s)	Wet, brush and vacuum function
Glice® Skate Shelf	5 Unit(s)	Smart design and extra robust. 48 Pairs per Shelf
Glice® Leisure Skates (pairs)	250 Unit(s)	High quality materials, extra-durable blade and high-comfort
Glice® Pallet Box	13 Unit(s)	Multifunctional transport and storage box

Installation Supervision

1 Glice Expert

Subtotal 203'057.80 USD

Transport (estimation) DAP 7'900.00 USD

Total 210'957.80 USD

TOTAL 210'957.80 USD

Terms of Payment 50% to confirm order, 50% to ship

Bank Account Details UBS, Bahnhofplatz 2, CH-6002 Luzern, Switzerland
SWIFT/BIC : UBSWCHZH80A
IBAN (EUR) CH40 0024 8248 1066 9660 E

Beneficiary Innovational AG, Pilatusstr. 38,
CH-6002 Luzern, Switzerland

Date and Place:

Signature:



General Conditions of Innovational AG

1. DEFINITIONS

Under this general conditions,

- "GLUCE" is INNOVATIONAL AG, a company duly incorporated under the laws of Switzerland, with registered domicile in Wiesaminstrasse 40, 6006 Luzern, Switzerland.
- "BUYER" is the company acquiring the Products.
- The "Agreement" is the present contract including specific and general conditions.
- "Products and Services" are all the products and services provided by GLUCE.
- "Price List" is the list of prices approved by GLUCE.
- "Installations" are full installations of GLUCE ice rinks, made with the assistance of GLUCE staff.

2. ORDER, DELIVERY AND APPROVALS

BUYER shall place orders for the Products in writing ("Purchase Orders"), and shall send them to GLUCE, either by means of email. Any order received shall be considered as a unilateral commitment of purchase until confirmed by GLUCE. In order to be regarded as a confirmed Purchase Order and cause binding effects, GLUCE shall, upon receipt of the order duly signed by BUYER, confirm it by means of e-mail sent to BUYER within three (3) working days (in Switzerland) after the notification of the Purchase Order.

Unless otherwise agreed, the Products shall be delivered to BUYER in conditions Ex Works (EXW) at the Location to be determined by GLUCE. GLUCE shall not be liable for damages, delay in delivery or any non-delivery since the moment it conveys the cargo to the freight agent duly appointed by BUYER.

Upon receipt of every shipment at BUYER's premises, BUYER shall immediately confirm to GLUCE its arrival by means of a written notice and ensure that the supplied Products correspond to the Purchase Order that was passed.

GLUCE shall be informed in writing of any divergences regarding amount and identity of ordered Products within ten (10) calendar days as from the arrival of the ordered Products. Failure to do so shall be interpreted as that the amount and specifications of the supplied Products match with the placed Purchase Order.

3. CHARACTERISTICS OF THE GOODS

It is agreed that any information relating to the goods and their use, such as weights, dimensions, capacities, prices, colours and other data contained in catalogues, prospectuses, circulars, advertisement, illustration, Price List, shall not take effect as terms of the Agreement unless expressly referred to in the Agreement.

4. REJECTION OF GOODS, DEFECTIVE GOODS

Except in the case of Products proved faulty, defective or damaged, BUYER shall not be entitled to return Products effectively ordered.

In any of the above cases, BUYER shall, at its own expense, promptly dispatch to GLUCE complete units of any alleged faulty, defective or damaged

Products, or some other evidence of the alleged deficiency.

To the extent that GLUCE's examination or investigations lead to upholding BUYER's claim, GLUCE shall be entitled to either repair and resend the defective Products, or to replace the defective Products by delivery of non-defective Products. Likewise, GLUCE shall compensate BUYER for any reasonable cost arising out of the shipment of the defective Products.

5. LIABILITY

BUYER is responsible and liable for the installation. Before the start of the installation process, BUYER shall underwrite and maintain at all times, in force and fully paid, appropriate insurance policy in order to cover all risks and potential damages (including damages to third parties) arising from the installation or from the use of the GLUCE ice rink, such as injury claims for skating accidents. GLUCE shall be deemed to be liable for damages only in the event that said damages are due exclusively to defects in the Products that were already existent at the time of delivery of the Products to BUYER, and always provided that said defects were hidden and could have not been perceived by BUYER.

6. FORCE MAJEURE

A party will not be liable for failure to perform any obligation under this Agreement for so long as and to the extent that the failure is due to causes beyond its reasonable control such as, but not limited to, fire, flood, strike, labour dispute or other industrial disturbance, inability to obtain raw materials or other supplies, delay of carriers, lack of transportation facilities, curtailment of or failure to obtain fuel or electrical power, assertion by third parties of infringement claims or other grounds for enjoining performance hereunder, accident, war (declared or undeclared), embargo, blockade, riots, insurrection or governmental regulation.

7. PRICES

The prices for Products shall be those contained in the current Price List. The list of prices contained does not include applicable taxes and tariffs. If any, GLUCE shall provide BUYER with a list of prices simultaneously to the acceptance of this Agreement.

8. PAYMENT

1. Except as otherwise determined by GLUCE in writing, BUYER shall effect payment for the Purchase Orders in two (2) instalments:

1. 50% of the relevant invoice amount to be paid upon confirmation of the Purchase Order by GLUCE.

2. 50% of the relevant invoice amount to be paid before the shipment of the goods.

2. For the avoidance of any doubts and eventual and possible inconsistencies in any of the parties' commercial undertakings, "date of shipment" is to be understood as the date on which a given Purchase Order is leaving GLUCE's premises.

3. Should GLUCE or the BUYER or the end client consider the necessity of a payment guarantee, it will be entitled to require BUYER to hand over a Confirmed Irrevocable Letter of Credit subject to the Uniform Customs and Practice of Documentary Credits published by the International Chamber of Commerce and issued by a first ranked bank with a maximum maturity of no longer than one hundred and twenty (120) calendar days. All costs arising from said Letter of

Credit shall be paid by the BUYER or the end client.

4. Unless otherwise agreed by writing, every payment to GLUCE shall be made in Euro by means of bank transfer (swift) to the following bank account:

1. Swift-Code: UBSWCH33-BGA
2. Bank Name: UBS
3. Branch Office: Behnhofplatz 2, 6002 Luzern, Switzerland
4. IBAN N°: CH43 0024 8248 1066 5660 0

9. RETENTION OF TITLE

The Products shall remain the property of GLUCE until the complete payment of the due amount, or as otherwise agreed.

10. TERMINATION OF THE CONTRACT

In the event that any of the parties:

- a) Becomes inactive, insolvent or file for liquidation or similar;
- b) Is in default of its obligation to pay any taxes or customs or other duties;
- c) Fails to make any payment in full on its due date pursuant to any Agreement, including, but not limited to this Agreement and any individual Agreement made pursuant thereto;
- d) Incurs a breach of any obligation under this Agreement;
- e) Assigns or transfers to third parties the Agreement or any or all of the rights and obligations contained in this Agreement, under any concept;

And the aforementioned breaches are not cured within a term of seven (7) calendar days as from the date on which said issue is reported, then:

- (1) this Agreement may be terminated at any time and with immediate effects by means of registered letter addressed to the other party;
- (2) as a consequence thereof, any and all amounts which are payable by BUYER to GLUCE under this Agreement or any individual agreement made pursuant hereto, and which have not become due, shall automatically without notice become immediately due and payable with interest thereon up until the date of payment.

11. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the provisions of Swiss law.

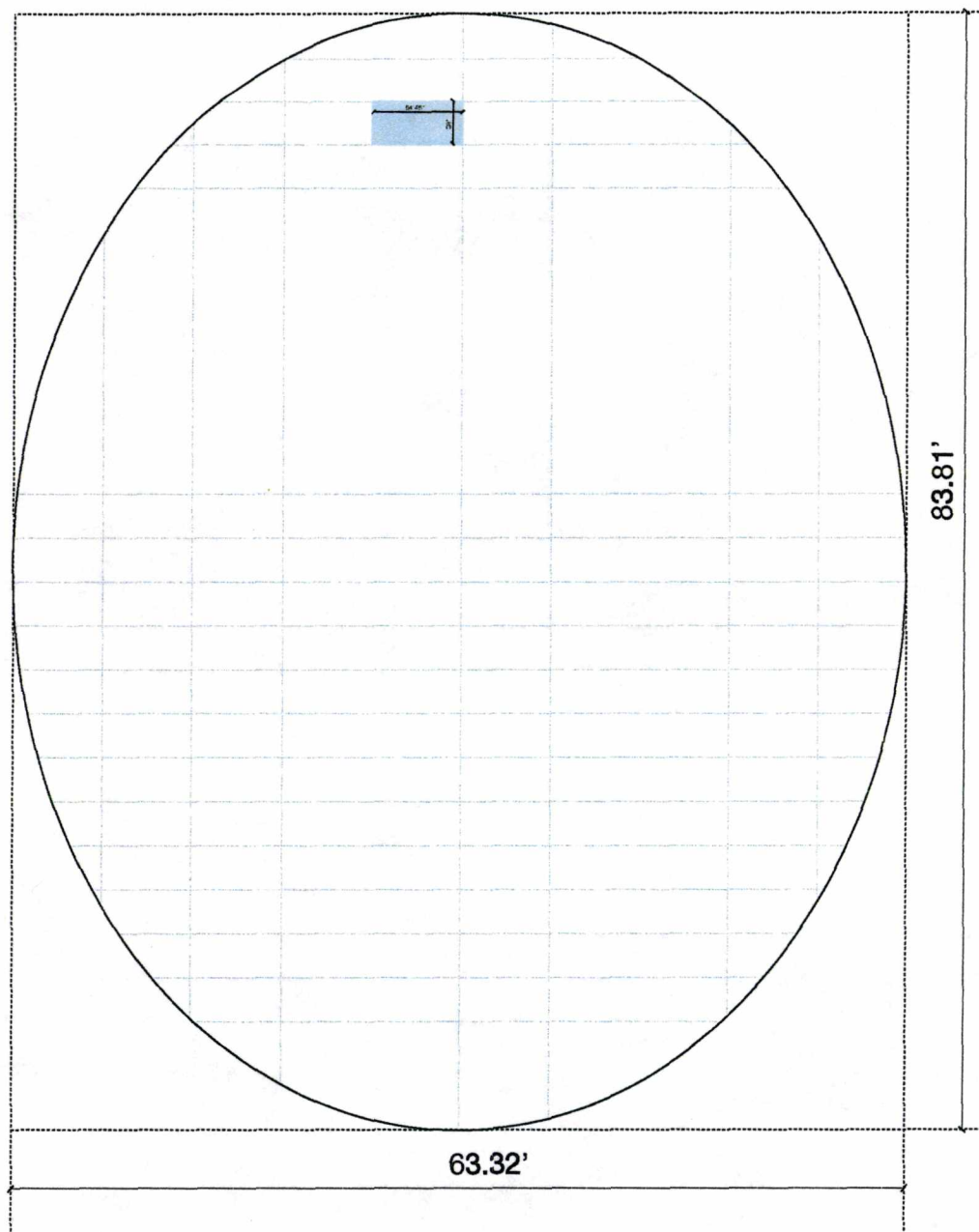
The parties hereby expressly agree that all disputes arising out of this Agreement shall be settled by the Courts and Tribunals of the city of Lucerne (Switzerland).

To be signed by Buyer:

Glice® Eco-Ice Rink 4000sqf

220 Total Glice® Panels
52 Panels to cut

226' Diameter



GLICE®

by INNOVATIONAL AG, Pilatusstrasse 38, 6002 Lucerne, Switzerland / info@glicerink.com



**Rectangular Skating Rink for Outlaw Square
Deadwood, South Dakota**

mark.winter@glice.com

310-902-4554

Skype: markwinter

Offer Ref.: 19-256

Date: 5/15/19

Validity: 15 Days



Rectangular Skating Rink for Outlaw Square Deadwood, South Dakota

Innovational AG - Offer Ref: 19-256

Date: 5/15/19

Validity: 15 Days

Billing Data

City of Deadwood
102 Sherman Street
Deadwood, SD 57732

Delivery Address

Outlaw Square
Main and Deadwood Streets
Deadwood, South Dakota

Rink Capacity (nr. Of Skaters)	74
Skatable Length Feet	83.81
Skatable Width Feet	47.49
Skatable Surface Sqft	3980.11

Glice Rink Core

Glice® Eco-Ice Surface 20 mm	195 Panels	85,776.80 USD
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Glice® Leisure Dasher Board System	1 System	17,665.90 USD
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Glice Rink Accesories

Glice® Care Solution	2 Unit(s)	529.40 USD
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Glice® Sharpening Machine	1 Unit(s)	4,032.10 USD
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Glice® Cleaning System - Pro Cleaner	1 Unit(s)	3,719.60 USD
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Glice® Skate Shelf	4 Unit(s)	3,926.50 USD
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Glice® Leisure Skates (pairs)	180 Unit(s)	12,846.00 USD
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Maintenance Door	1 Unit(s)	528.30 USD
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Glice® Pallet Box	12 Unit(s)	10,436.20 USD
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Subtotal	139,460.30 USD
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Discount concept	10 %
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Installation Supervision	1,200.00 USD
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Transport (estimation) CIF	7,200.00 USD
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Total	147,860.30 USD
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TOTAL	147,860.30 USD
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Payment Terms	50% due at time of order, 50% due to ship
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Payment Information	By Check: Glice USA, Inc. 7102 La Vista Place, Suite 203 Niwot, Colorado 80503
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Bank Details	ACH/Wire: Routing #: 102001017 / Account #: 373537619 SWIFT: CHASUS33
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Date and Place:

Signature:



General Conditions of Innovational AG

1. DEFINITIONS

Under this general conditions:

- "GIVE" is INNOVATIONAL AG, a company duly incorporated under the laws of Switzerland, with registered domicile in Pfaffenstrasse 66, 6002 Luzern, Switzerland.
- "BUYER" is the company acquiring the Products.
- The "Agreement" is the present contract, including specific and general conditions.
- "Products and Services" are all the products and services provided by GIVE.
- "Price List" is the list of prices approved by GIVE.
- "Installations" are full installations of GIVE's solutions made with the assistance of GIVE staff.

2. ORDERS, DELIVERY AND APPROVALS

BUYER shall place orders for the Products in writing ("Purchase Order") and shall send them to GIVE, either by means of email. Any order received shall be considered as an ordered commitment of purchase until confirmed by GIVE in order to be executed, as confirmed ("Accepted Order") and invoice being issued. GIVE shall, upon receipt of the order duly signed by BUYER, confirm it by means of a confirmation to BUYER within three (3) working days in Switzerland after the reception of the Purchase Order.

Unless otherwise agreed, the Products shall be delivered to BUYER in conformity with the stated (EAN) at the Location to be determined by GIVE (GIVE) and not liable for damages, delay in delivery or any other delivery risk. The received Products shall ship to the freight agent day as provided by BUYER.

Upon receipt of every shipment at BUYER's address, BUYER shall immediately confirm to GIVE its receipt by means of a written notice and declare that the signed Products correspond to the Purchase Order that was passed.

GIVE shall be informed in writing of any development regarding amount and identity of received Products within ten (10) calendar days after the arrival of the ordered Products. Failure to do so shall be interpreted as that the amount and specifications of the supplied Products match with the passed Purchase Order.

3. CHARACTERISTICS OF THE GOODS

It is agreed that any information related to the goods and their use, such as weights, dimensions, installation, prices, features and other data contained in catalogues, price lists, manuals, brochures, etc. shall be considered as the sole and exclusive basis of the Agreement unless expressly referred to in the Agreement.

4. REJECTION OF GOODS, DEFECTIVE GOODS

Except in the case of Products proved faulty defective or damaged, BUYER shall not be entitled to return Products, effectively ordered.

In any of the above cases, (BUYER shall) at its own expense, identify and notify GIVE, together with any relevant faulty, defective or damaged Products, or some other evidence of the alleged deficiency.

To the extent that GIVE's examination or investigations lead to acknowledging BUYER's claim, GIVE shall be entitled to either repair and resend the defective Products, or to replace the defective Products by delivery of new defective Products. Likewise, GIVE shall

compensate BUYER for any reasonable and arising out of the shipment of the defective Products.

5. LIABILITY

BUYER is responsible and liable for the installation. Before the start of the installation process, BUYER shall uninstall and maintain in full time, in place and fully paid, appropriate insurance policy in order to cover all risks and potential damages, including damages to third parties arising from the installation or from the use of the GIVE's products, including liability claims for bodily injury. GIVE shall be exempted to be liable for consequences in the event that said damages are due exclusively to defects in the Products that were already existent at the time of delivery of the Products to BUYER, and always provided that said defects were hidden and could have not been perceived by BUYER.

6. FORCE MAJEURE

A party will not be liable for failure to perform any obligation under this Agreement for so long as, and to the extent that the failure is due to causes beyond its reasonable control such as, but not limited to, fire, flood, strike, labour disputes or other industrial disturbance, inability to obtain raw materials or other supplies, delay of services, lack of third party support, failure to perform or of failure to obtain the required proper authorization by third parties of achievement of services or other obstacle for emergency performance hereunder, which force majeure is understood, including, but not limited to, governmental regulation.

7. PRICES

The prices for Products shall be those contained in the current Price List. The list of prices contained therein shall include applicable taxes and tariffs, if any. GIVE shall provide BUYER with a list of prices simultaneously to the introduction of this Agreement.

8. PAYMENT

1.1. Except as otherwise determined by GIVE in writing, BUYER shall effect payment for the Products ordered in two (2) installments.

1.1.1. 50% of the relevant invoice amount to be paid upon confirmation of the Products from GIVE.

1.1.2. 50% of the relevant invoice amount to be paid within the statement of the invoice.

2. For the avoidance of any doubts and without prejudice to the obligation on any of the parties' common knowledge and/or "State of the Art" to be understood as the rule of, which is given in the Purchase Order, issuing GIVE's provides:

3. Should GIVE or the BUYER or the user does not consider the necessity of a payment guarantee, it will be entitled to require BUYER to hand over a Confirmed Irrevocable Letter of Credit issued to the End-user Customer and Payment of Documents Credit published by the International Chamber of Commerce and issued by a first ranked bank with a minimum maturity of no longer than one hundred and twenty (120) calendar days. A copy of any form and Letter of Credit shall be sent by the BUYER to the end user.

4. Unless otherwise agreed by writing, every payment to GIVE shall be made in Euro by means of bank transfer credit to the following bank account:

1. Swift Code: SBFW33HAN
2. Bank Name: BFS
3. Branch Office: Bahnhofplatz 2, 6002 Luzern, Switzerland
4. IBAN Number: CH44 0021 0001 0066 0601 0

9. RETENTION OF TITLE

The Products shall remain the property of GIVE until the complete payment of the due amount, or as otherwise agreed.

10. TERMINATION OF THE CONTRACT

In the event that any of the parties:

- a) Becomes inactive, insolvent or file for liquidation or similar
- b) Is in default of its obligation to pay any taxes or customs or other duties;
- c) Fails to make any payment in full on its due date pursuant to any Agreement, including, but not limited to the Agreement and any related Agreement made pursuant thereto;
- d) Does not breach any obligation under this Agreement;

It is agreed that either party has the Agreement or any part of the rights and obligations contained in the Agreement, without any concept.

And the aforementioned breaches are not cured within a term of thirty (30) calendar days as from the date in which said breach is reported, then:

1. The Agreement may be terminated at any time and with immediate effects by means of registered letter addressed to the other party.

2. Said termination shall apply to all amounts which are contractually due to GIVE under the Agreement or any individual payment made pursuant thereto, and shall have not become due, shall automatically extend and be presumed to be duly due and payable with interest thereon up to the date of payment.

11. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the provisions of Swiss law.

The parties hereby expressly agree that all disputes arising out of this Agreement shall be settled by the Courts and tribunals of the city of Lucerne (Switzerland).

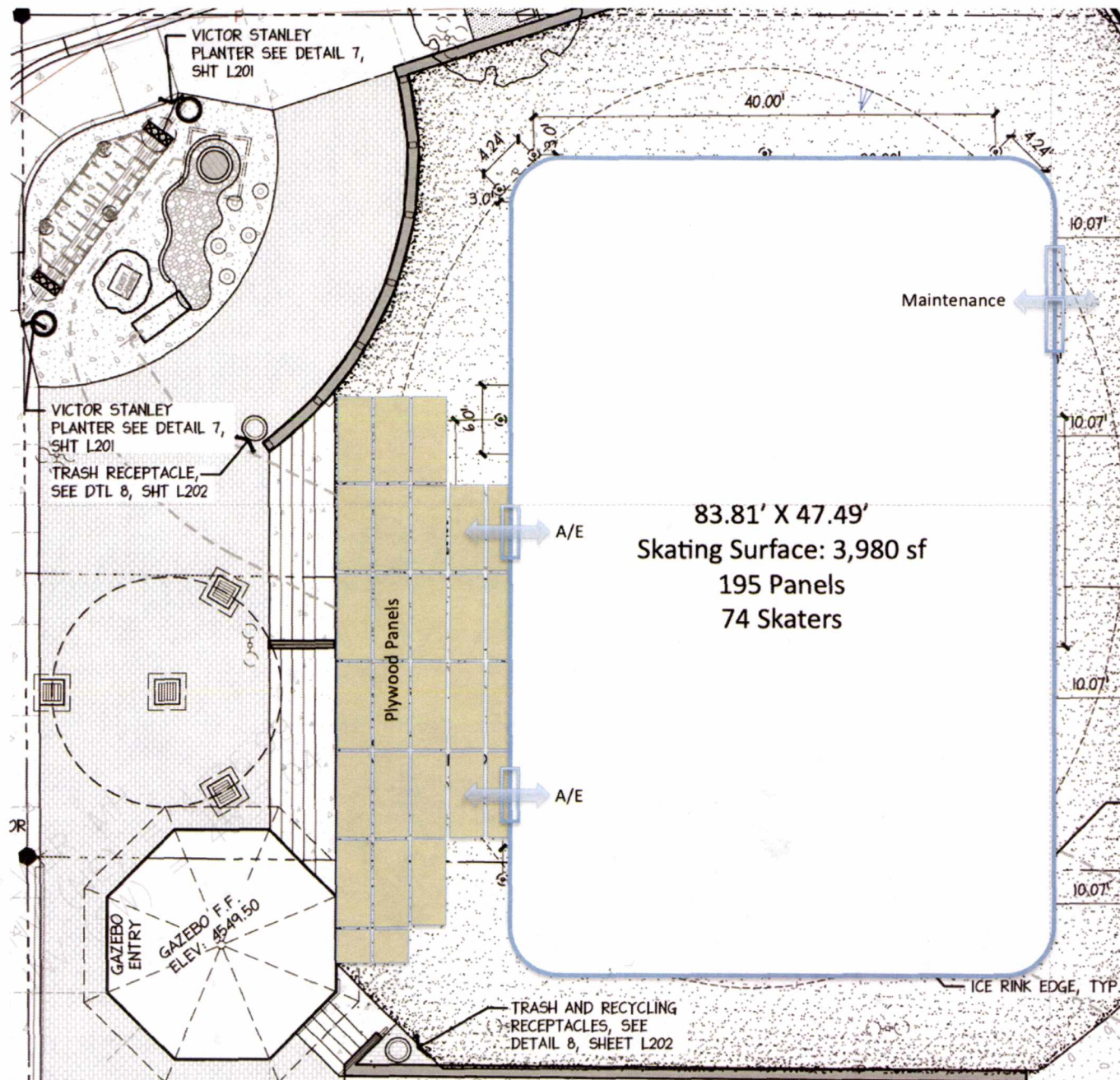
We share certain categories of information we collect from you with other Give business partners or Give employees who assist us by performing core services such as routing, billing, fulfillment, or data storage and security related to our operation. Click here for our Privacy Policy.

Deadwood, South Dakota

Outlaw Square - Town Center/Park - 63' X 83'



1876
DEADWOOD
OUTLAW SQUARE



9A
5-20-19

**NOTICE OF PUBLIC HEARING
FOR JULY 4TH PARADE
STREET CLOSURE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 20, 2019, 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 Request:

Fourth of July Parade - Thursday, July 4, 2019

Main Street closed from Tin Lizzie Gaming Resort to the Masonic Temple from 3:00 pm until parade ends.

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

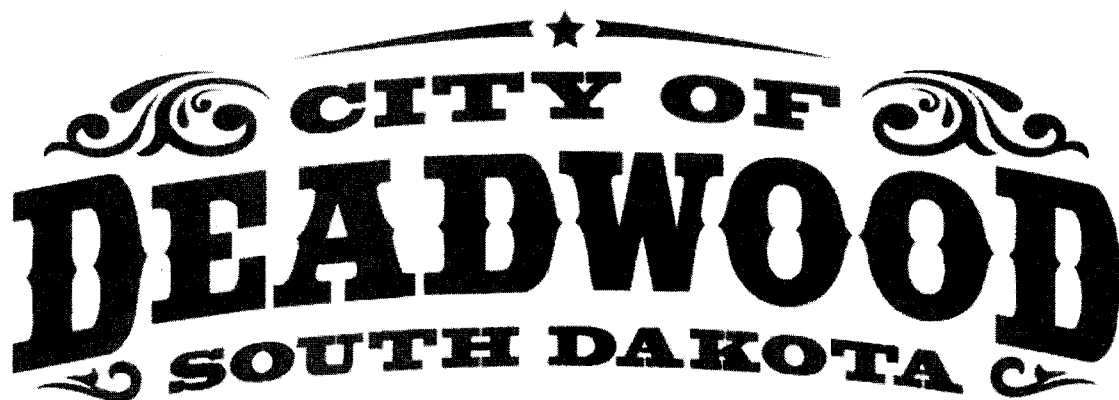
Dated this 6th day of May, 2019.

CITY OF DEADWOOD



Jessica McKeown, Finance Officer

Publish B.H. Pioneer: May 9, 2019



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

4TH OF JULY PARADE 2019

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: 4th of July Parade

Event Date(s): 4th July 2019 Total Anticipated Attendance: 2000
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from): 3pm AM / PM (to): 4pm AM / PM

Location / Staging Area: Event Complex Parking Area

Set up/assembly/construction Date: 2pm Start Time: 3pm AM / PM

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

Dismantle Date: 4pm Completion time: 4pm 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:

Main Street/Deadwood

- 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: Lead Chamber of Commerce

Chief Officer of Organization (NAME): Sierra Ward

Applicant (NAME): Sarah Kryger Business Phone: (605-) 584 1100

Address: 160 W Main Street Lead SD 57754
(city) (state) (zip code)

Daytime phone: (605) 584-1100 Evening Phone: (____) _____ 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: N/A

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

Contact person "on site" day of event or facility use _____ Pager/Cell #: _____

(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:

4th of July Parade

Line up at event complex beginning at 2pm

Parade down Main Street

Request to waive Float Banner signs.

9B
5-20-19

**NOTICE OF PUBLIC HEARING
MUSTANG RALLY
STREET CLOSURE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 20, 2019, 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:

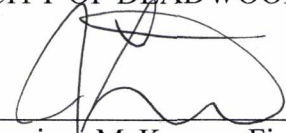
Street Closure Request:

Main Street closed from Wall to Deadwood Street from 10:00 a.m. to 2:00 p.m. on Thursday, August 29, 2019.

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

Dated this 6th day of May, 2019.

CITY OF DEADWOOD

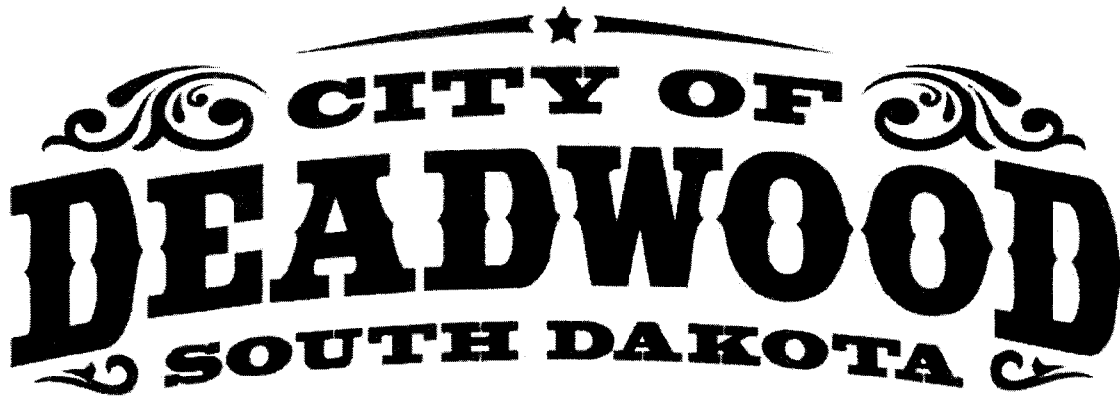


Jessica McKeown, Finance Officer

Publish B.H. Pioneer: May 9, 2019

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

STURGIS MUSTANG RALLY 8-29-19

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: Sturgis Mustang Rally

Event Date(s): August 29th 2019 Total Anticipated Attendance: 200
(month, day, year) (# of Participants # of Spectators)

Actual Event Hours: (from): 10am AM / PM (to): 1pm AM / PM

Location / Staging Area: Main Street/Wall to Deadwood/Front of Oyster Bay/Sick Boy Block

Set up/assembly/construction Date: 8/29/19 Start Time: 10am AM / PM

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

Dismantle Date: 8/29/19 Completion time: 1pm 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:

Wall to Deadwood 8/29/19 10am-1pm REquest to park top cars in front of Oyster Bay/Sick Boys.

- 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: Sturgis Mustang Rally

Chief Officer of Organization (NAME): Frank Lawton

Applicant (NAME): Sarah Kryger Business Phone: (605 57)

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

Daytime phone: (605) 578-8786 Evening Phone: () Fax #: (605) 578-2429

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

Name: Frank Lawton/Mustang Rally

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

Contact person "on site" day of event or facility use Frank Lawton Pager/Cell #: 393-7865

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

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

FEES / PROCEEDS / REPORTING

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

OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

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

Street Closure request/Wall-Deadwood/Front of Oysterbay and Sickboys
Thursday 8/29/19 10am-1pm
Parked Mustangs

9c
5-20-19

NOTICE OF PUBLIC HEARING FOR KOOL DEADWOOD NITES

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 20, 2019 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container Ordinance Request:

Thursday, August 22, Friday, August 23, Saturday, August 24, 2019

Main Street from Tin Lizzies Gaming Resort to Masonic Temple, Broadway St from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 12:00 p.m. to 10:00 p.m.

Sunday, August 25, from noon to 6:00 p.m. for same area as August 22 through August 24, 2019.

Kool Deadwood Nites Street Closure Requests:

- Wednesday, August 21, 2019 from 2:15 p.m. Main St. from Wall to Deadwood Street for early set stage setup and to remain closed until 2:00 a.m. Sunday, August 25, 2019.
- Thursday, August 22, 2019 from 5:00 p.m. to 10:00 p.m. Siever Street for Sock Hop Parking
- Thursday, August 22, 2019 from 3:00 p.m. to 10:00 p.m. Main St. from Deadwood to Pine for overflow parking for Sock Hop.
- Friday, August 23, 2019 and Saturday, August 24, 2019 Main St. from Deadwood to Pine from 3:00 p.m. to 10:00 p.m.
- Sunday, August 25, 2019, Main Street from Tin Lizzies Gaming Resort to Pine Street from 8:00 a.m. to 3:00 p.m. for Parade and Show and Shine Parking

Permission to Waive Vending Fees

Request to waive vendor fees for the Deadwood Kool Nites events for Deadwood Chamber merchandise on Main Street, and Interpretive Lot on Thursday August 22 through Saturday August 24, 2019.

Waive vending fees for Napa at Lower Main St. on Thursday August 22 through Saturday August 24, 2019.

Waive vending fees for non-profit (American Legion) at Interpretive Lot on Thursday August 22 through Sunday, August 25, 2019.

Use of Interpretive Lot at no Charge for Sock Hop and Classic Cars

Thursday, August 22 at 2:00 a.m. through 2:00 p.m. Sunday, August 25, 2019.

Use of Lower Main Lot at no Charge for Registration and Registered Cars Only

Thursday, August 22 at 8:00 a.m. through 10:00 p.m. Saturday, August 24, 2019.

Use of Event Complex

Request to waive user fees at the Event Complex for Kool Deadwood Nites events on Saturday August 24, 5:00 a.m. to 2:00 p.m. for car judging, and Sunday August 25, 2019 5:00 a.m. for parade lineup.

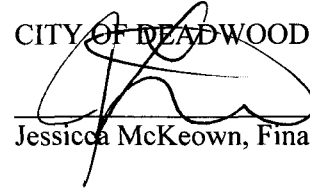
Request to Waive Banner Fee:

Request to waive Banner fees Thursday August 22 through Sunday August 25, 2019 for Kool Deadwood Nites, Directional and Chamber banners.

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

Dated this 6th day of May, 2019.

CITY OF DEADWOOD

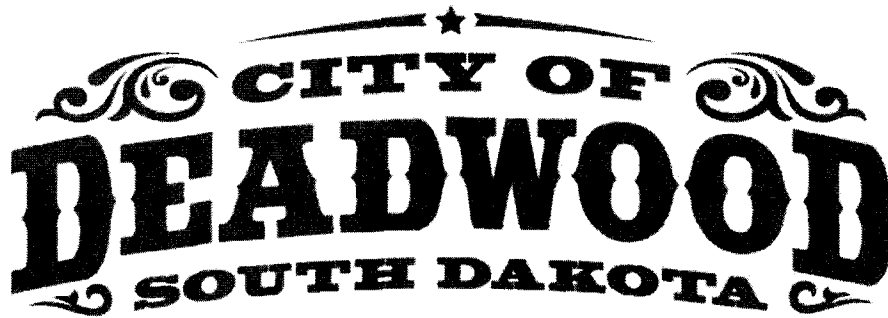


Jessica McKeown, Finance Officer

Please publish B.H. Pioneer: May 9, 2019

For any public notice that is published one time:

Published once at the total approximate cost of _____.



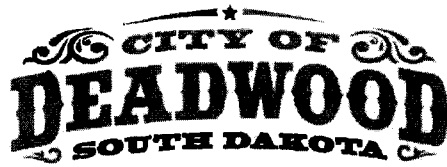
Event Complex Rental and Use Agreement

Event: KOOL DEADWOOD NITES

Date: 8-24-19

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: Kool Deadwood Nites

Contact Information:

Name of Applicant: Sarah Kryger

Business/Organization: The Deadwood Chamber of Commerce

Mailing Address: 501 Main Street

City, State Zip: Deadwood, SD 57732

Business Phone: 605-578-1876

Cell Phone: 605-863-1249

Email Address: sarah@deadwood.org

Dates Event Complex requested:

Set up Date(s): 8/24/19

Hour(s): 5am-2pm

Event Date(s): 8/24/19 and 8/25/19

Hour(s): 5am-Noon

Clean-up Date(s): 8/25/19

Hour(s): 10am

Approximate number of people who will attend: _____

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

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

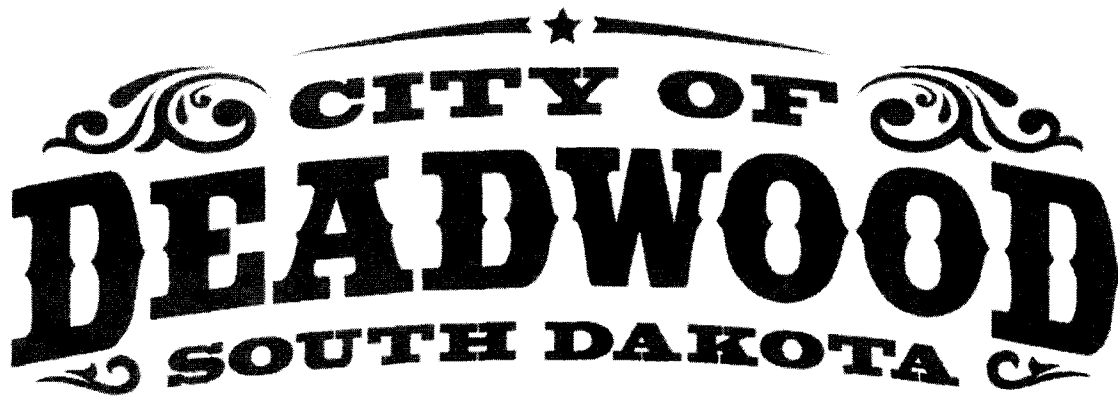
	Event Complex Facilities	Parking Lots	Baseball Fields
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	500 / Day	\$500 / Day	\$300 / Day
Government Agencies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

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.**

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

Event Complex Facilities	\$ <u>250.00</u>	Key Deposit	\$ <u>100.00</u>
Parking Lots	\$ <u>300.00</u>	Cleaning/Damage Deposit	\$ <u>1,000.00</u>
Baseball Fields	\$ _____		
Total Fees	\$ <u>550.00</u>	Total Deposits	\$ <u>1,100.00</u>

Date Fees Received _____ Total(s): _____
 City Representative: _____ Title: _____
 Signature: _____ Date: _____



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

KOOL DEADWOOD NITES 2019

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 Concerts/Car show

Event Title: Kool Deadwood Nites

Event Date(s): August 22-26 2019
(month, day, year)

Total Anticipated Attendance: _____

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from): 6am AM / PM (to): 10pm AM / PM

Location / Staging Area: Main Street/Info Center/New Welocme Center

Set up/assembly/construction Date: 8/22/19 Start Time: 2.15pm AM / PM

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

Dismantle Date: 8/24/19 Completion time: 2am 8/25/19 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:

Wall-Deadwood 8/21/19 2.15pm thru 8/25/19 2am Deadwood-Pine 8/23-24/19 3pm-10pm

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Lee Harstad

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

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

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

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

KDN Street and Parking Lot Closures:

Request Street Closure Wednesday Aug 21 at 2:15pm and to remain closed thru Aug 25th at 2am from Wall-Deadwood St. (For early stage set up and concerts) To include side Streets and one-way directional traffic from Wall to Four Aces.

Request to close Interpretive Lot Thursday Aug 22 at 2am and to remain closed thru Sunday Aug 25 at 2pm for Sock Hop and Classic Car Parking. Request KDN signs to be put up starting Tuesday Aug 20.

Request Street Closure Siever St Thursday Aug 22 from 5-10pm for Sock Hop Parking.

Request a portion of Lower Main Parking lot closure Thursday 8am Aug 22 thru Saturday 10pm Aug 24 for Registered Cars Only, to be determined by safety committee. Registration will once again be held at the New Visitor Center/Chamber offices.

Request Street Closure Thursday Aug 22 from 3-10pm Deadwood-Pine St for overflow Sock Hop Parking

Request Street Closure Friday and Saturday Aug 23 & 24 from 3-10pm Deadwood – Pine (Seating)

Request St Closure Sunday Aug 25 8am-3pm Tin Lizzies to Pine for Parade and Show and Shine parking.

(Discussion on Parade with possible directional change due to construction)

Request Open Container Thursday Aug 22 in Zone 1 & 2 from Noon-10pm

Request Open Container Friday Aug 23 in Zone 1 & 2 from Noon-10pm

Request Open Container Saturday Aug 24 in Zone 1 & 2 from Noon -10pm

Request Open container Sunday Aug 25 in Zone 1 & 2 From Noon-6pm

Request to waive Banner Fees for Event Sponsors, KDN Banners Directional Banners, and Chamber Banners.

Request to waive vending fees to sell KDN & Band Merchandise Thursday Aug 22, Friday Aug 23 and Saturday Aug 24

Request to waive vending Fees for American Legion to sell concessions during Sock Hop Thursday Aug 22-25.

Request to waiver vending fees for Napa Aug 22rd-25th / KDN Sponsor

Request Police Escort Friday Aug 23 at 10am for Rod Run/The Lodge

Request Police Departments help with traffic flow during Judging at Event Complex/Highway on Sat Aug 24th 8am-Noon.

Request Police Escort Sun Aug 25th 9am for Parade.

Mustang Monday: August 26th 5pm. Location TBD

**ORDINANCE NO. 1295
AN ORDINANCE CREATING
BUSINESS IMPROVEMENT DISTRICT NO. 9 OF THE
CITY OF DEADWOOD, SOUTH DAKOTA**

BE IT ORDAINED by the City of Deadwood, South Dakota

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

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

Transient Commercial Property Owners – hotels & motels

<u>Name</u>	<u>Business Address</u>
BH Inn & Suites	206 Mtn Shadow Lane, Deadwood, SD 57732
Celebrity Hotel	629 Main, Deadwood, SD 57732
Deadwood Cottages	390 Main, Deadwood, SD 57732
Deadwood Cottages	388 Main, Deadwood, SD 57732
Hickok's Hotel & Casino	685 Main, Deadwood, SD 57732
Hickok House Hotel	137 Charles, Deadwood, SD 57732
Iron Horse Inn	27 Deadwood, Deadwood, SD 57732
Deadwood Rentals	36 Water Street, Deadwood, SD 57732
Bullock Hospitality	633-635 Main, Deadwood, SD 57732
Trucano B & B	124 Charles, Deadwood, SD 57732

Non-Transient Commercial Property Owners

<u>Name</u>	<u>Business Address</u>
Black Hills Novelty, LLC	69 Sherman, Deadwood, SD 57732
Wayne Morris	696 Main, Deadwood, SD 57732
Wild Hog, LLC DWD Harley	681 Main, Deadwood, SD 57732
Patchstop, LLC	666 Main, Deadwood, SD 57732
The Pink Door	596 Main, Deadwood, SD 57732
RE Center of Lead/DWD	11 Charles, Deadwood, SD 57732
David Barth	29 Lee, Deadwood, SD 57732
Madame Peacock's	638 Main, Deadwood, SD 57732
Berg Jewelry and Gift	650 Main, Deadwood, SD 57732
Jacobs Gallery	670 Main, Deadwood, SD 57732

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

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

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

The total estimated or proposed cost for the above projects and activities is projected to be \$100,000 annually, with the revenues from the occupancy tax and the general occupation tax to fund some or all of the above projects and activities.

SECTION 5: An occupational tax in the amount of Two Dollars (\$2.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments. This occupation tax shall be fair, equitable and uniform as to class. No occupational tax may be imposed on any transient guest who has been offered a room by a lodging establishment on a complimentary basis and no fee or rent was charged for such room. This tax rate shall be subject to establishment and adjustment by the Deadwood City Commission, by resolution upon recommendation from the Board of Business Improvement District No. 9.

And a general occupation tax based on the linear front footage of the above described non-lodging establishments. The amount of tax shall be \$50.00 per month for each non-lodging establishment which has 30 or less linear feet of front footage, and shall be \$75.00 per month for each non-lodging establishment with more than 30 linear front footage feet.

SECTION 6: The Deadwood City Finance Officer is authorized and directed, with the advice and recommendations of the Board of Business Improvement District No. 9, to determine and compute the tax in accordance with this ordinance. The occupational tax assessed pursuant to the terms of

this ordinance shall be remitted by the 20th day of each month to the Deadwood City Finance Officer, with the remittance to be for the previous calendar month's tax collections. The City Finance Officer and the Board of Business Improvement District No. 9 or its designee or any person or firm contracted by the City Finance Officer and the Business Improvement District Board shall be entitled to audit the books, ledgers, or franchise reports of any hotel, motel, lodging, or non-lodging establishment subject to the terms of this act, including the right to inspect daily reports of such hotels and motels so as to ensure that the occupancy tax assessed by this act is being properly remitted to the City of Deadwood. The City Finance Officer shall be entitled to seek injunctive relief against any hotel, motel, lodging, or non-lodging establishment which does not remit the proper amount of tax monies when due, which relief may be in the form of an action requiring the offending hotel or motel owner to allow entry upon their property and access to their records, computers, or books so as to verify that the hotel, motel, lodging, or non-lodging establishment is remitting all monies it collects pursuant to this ordinance and the laws of the State of South Dakota. Each hotel, motel, lodging or non-lodging establishment subject to this ordinance shall keep accurate records of amounts collected from transient guests for review by the City Finance Officer or its designee, pursuant to this ordinance.

SECTION 7: All remittances of occupancy tax collected pursuant to this ordinance shall be due and received in the office of the City of Deadwood Finance Officer on or before the 20th day of the month following the month for which the occupancy tax remittances are due. All amounts that are not received on or before the 20th day of the month will be charged a late fee in the amount of ten percent (10%) of the total amount due. Failure to pay such tax shall also constitute a violation of this ordinance which may be punishable by

a fine, not to exceed Five Hundred Dollars (\$500), to be paid to the City of Deadwood. Any unpaid balance under this ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. The City of Deadwood Finance Officer shall certify all unpaid amounts or balances to the county treasurer for collection in the same manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this ordinance, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

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

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

SECTION 10: All costs incurred by the City of Deadwood or the City Finance Officer or the Board pursuant to this ordinance shall be paid from occupancy taxes collected under this ordinance.

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

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

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

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

Signed _____ Date _____

Title _____

SECTION 14: This ordinance shall be effective on the 7th day of May 2019.

Dated this 20th day of May, 2019.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

First Reading: May 6, 2019
Second Reading: May 20, 2019
1st Publication: May 16, 2019
2nd Publication: May 23, 2019
Effective: June 12, 2019

Account Key: 33830
Effective Date: 08/01/2019
Representative: Fischer Rounds and Associates
Group Number: 081409-0000

CITY OF DEADWOOD



Notice of Renewal Rates

Health Benefits 1 Current

Benefit Code:	MW7/PYW - Plan PPO SD		
Deductible:	\$1500/\$3000		<u>08/01/2018</u>
Coinsurance:	30% IN 40% OUT	Employee:	\$533.64
OPM:	\$4500/\$9000	Employee/Spouse:	\$1,067.74
Preventive:	Yes	Employee/Child(ren):	\$988.75
OV Copay:	\$30	Emp/Spouse/Child(ren):	\$1,588.09
ER Copay:	N/A		
RX Description:	\$10/\$30/\$60/\$60/\$100		

Health Benefits 1 Renewal

Benefit Code:	MW7/PYW - Plan PPO SD		
Deductible:	\$1500/\$3000		<u>08/01/2019</u>
Coinsurance:	30% IN 40% OUT	Employee:	\$554.24
OPM:	\$4500/\$9000	Employee/Spouse:	\$1,109.93
Preventive:	Yes	Employee/Child(ren):	\$1,027.74
OV Copay:	\$30	Emp/Spouse/Child(ren):	\$1,651.31
ER Copay:	N/A		
RX Description:	\$10/\$30/\$60/\$60/\$100	% of Change:	3.95%

118
5-20-19

PROPOSED CHANGE ORDER

Outlaw Square
Deadwood, SD
May 16, 2019

Proposal No. #4
Description: Sewer Line replace
Prepared By: Scott Edwards



DESCRIPTION	QTY	UNIT	LABOR		MATERIAL		SUBCONTRACTOR		TOTAL
			UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	
Replace existing sewer line not in acceptable condition								7,900.00	7,900.00
				\$0		\$0		0.00	0.00
				\$0		\$0		0.00	0.00
				\$0		\$0		0.00	0.00
				\$0		\$0		0.00	0.00
SUBTOTAL				\$0		\$0		7,900.00	7,900.00
Sales Tax on Materials	6.5%					\$0			0.00
Burden on Labor	38.0%			\$0					0.00
SUBTOTAL				\$0		\$0			7,900.00
Insurance	1.25%								98.75
Builders Risk	1.15%								91.99
SUBTOTAL									8,090.74
GC Overhead	10.0%								809.07
SUBTOTAL									8,899.81
GC Fee	5.0%								444.99
SUBTOTAL									9,344.80
State Excise Taxes	2.041%								190.73
								TOTAL	9,535.53

Time Impact	Requested Time	Phase
		N/A

Signature of Approval and Date

5-20-19
11C

Quinn Construction, Inc.

4404 Universal Drive
Rapid City, SD 57702-9395
derek@quinnconstruction.org

Tel: (605) 787-6500
Fax: (605) 787-6789



May 8th, 2019

Mr. Scott Edwards
Scully Construction Services

RE: RFP 2 – Sewer Line Repair.

Scott,

After reviewing the existing sewer service piping that is in need of repair with Steven, we have arrived at a price of **\$7,900.00** replace it back to where it is believed to be PVC outside the manhole back inside the curb. This price does not include:

- A) Excavating out in to the street to reach the manhole or any traffic control associated with a lane closure.
- B) Removal or replacement of any of the telecom pads,
- C) Relocating any existing power, gas or telecom lines
- D) Concrete curb removal or replacement

Please let me know if you have any questions.

Respectfully Submitted

Derek Suhr
Vice President
Quinn Construction, Inc.

12A
5-20-19

NORTHERN HILLS EMERGENCY PREPAREDNESS FAIR

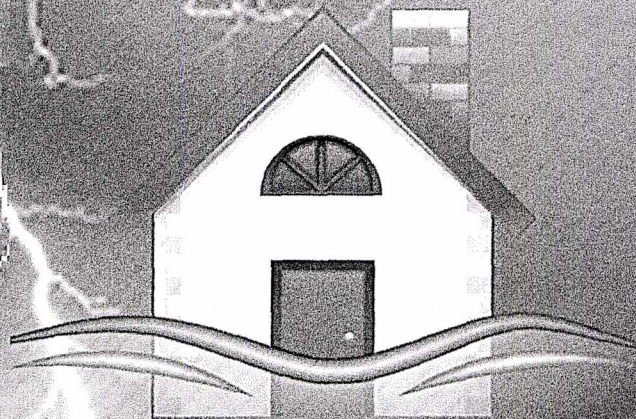
June 1st at the Walmart Parking lot in Spearfish

10 am to 2pm

FREE Food and Prizes.

Lots of things to see and do!

**Get information to keep you, your family, friends and
community safer.**



Coordinated by Lawrence County Emergency Management