

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA

Regular Meeting  
5:00 p.m. Monday, February 4, 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 January 22, 2019**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

A. Rob Robley – Citizen concern regarding snow removal and angle of road on Wabash Street

6. **CONSENT AGENDA**

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

- A. Make 2019 budgeted allocation to Northern Hills Recreation Association in the amount of \$15,000 from Bed and Booze Fund.
- B. Make 2019 budgeted allocation to Boys & Girls Club of the Black Hills in the amount of \$12,500 from Bed and Booze Fund.
- C. Permission for Mayor to sign agreement with ACES (Affordably Creative Engineering Services, Inc.) for design services for Upper Main Street/Highway 14 Project.
- D. Reappointment of Dawn Burns and Raul Ponce de Leon to the Library Board, each for a three-year term to expire 12/31/2021.
- E. Permission to purchase 5500 gallons of gas from Southside Oil @ \$ 1.71 per gallon.
- F. Permission to purchase a sanding box for our new sanding truck from Big Tex Trailers for \$5,728.00. (Budgeted item)
- G. Permission to purchase a snow plow for our new sanding truck from Bid Tex Trailer for \$6,629.00 installed. (Budgeted item)
- H. Pass Resolution 2019-04 Establishing Cash Designations for 2018.
- I. Accept resignation from Rec Center employee Alexandra Madsen effective January 18, 2019 and remove Ethan Barkdull from payroll effective January 28, 2019 and Curtis Haugen effective February 1, 2019.
- J. Permission to hire Jeanne Reif for the Part Time Rec Center Custodian position at \$12.27 per hour starting 02/05/2019.

- K. Permission to hire Anne Voigt as a lifeguard at \$10.31 per hour starting 2/6/19, pending pre-employment drug screen & background check.
- L. Permission to hire Rebecca Groeger as a lifeguard at \$10.31 per hour starting 2/6/19, pending pre-employment drug screen & background check.
- M. Permission to create Capital Project Fund (#517) named Outlaw Square Capital Project Fund to allow expenses to be tracked collectively in accounting software.
- N. Permission to purchase a new hot tub, for the Rec Center, from Rapid Spa for \$9,482.40, including trade in allowance of current spa. (Budgeted item).
- O. Permission to have body repairs done to Trolley at Northern hills homes and RV in Whitewood not to exceed \$15,000.00. (Cost to be covered by insurance.)
- P. Allow use of public property at Welcome Center Parking Lot for Saleen Nationals on Saturday, June 29, 2019 from 8:00 a.m. to 4:00 p.m.
- Q. Permission to purchase 46 led flat panel lights from Eagle enterprise's for HARCC building at \$85.00 each, for a total of \$3,910.00 to be paid from Public buildings.

#### **7. BID ITEMS**

- A. Results of bids opened on 1/24/19 at 2 p.m. for the Deadwood History and Information Center Exhibit Design and Construction Services. 1 bid received. Motion to accept, reject or continue. Split Rock Studios for not to exceed \$180,000. HP Staff recommends to approve and permission for Mayor to sign contract. (\$75,000 budgeted in 2019. Remaining amount would need supplemented.)
- B. Permission to advertise for bids for Whitewood Creek Improvement Project – Phase 3 and set bid opening for March 13, 2019 at 2:00 pm, with results to City Commission on March 18, 2019.

#### **8. PUBLIC HEARINGS**

- A. Set public hearing on February 19 for Retail (on-off sale) Wine License (RW-21479), and Retail (on-off sale) Malt Beverage (RB-21479) transfer from Broken Arrow Trading Company to H&H Deadwood, LLC dba Deadwood Winery at 696 Main Street
- B. Set public hearing on February 19 for Sturgis Camaro Rally: Main Street parking from Celebrity to Mineral Palace (southwest side only) and Wall to Lee Street (northwest side only) from 5:00 p.m. to 9:00 p.m. on June 28
- C. Set public hearing on February 19 for Forks Corks Kegs Event: open container in zones 1 and 2 April 5 and 6
- D. Set public hearing on February 19 for Deadwood Mickelson Trail Marathon: use of Sherman Street Lot June 1 and June 2, and use of Event Center parking area on June 2.

#### **9. OLD BUSINESS**

**10. NEW BUSINESS**

- A. Renewable Ready Program Subscription with Black Hills Energy with action.
- B. Whitewood Creek Trail Extension Proposal from TallGrass Landscape Architecture, in the amount of \$20,000 (Reimbursement Approved by BID District #8 Board on 12/6/18.)
- C. Staff direction on future of Lot 4A-1 and Lot 4A-2 of Block 3
- D. First Reading of Ordinance # 1290 Creating Chapter 12.54 Parks and Recreation Areas.

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

*No action can be taken*

- A. Public Meeting on South Dakota Department of Transportation Signing Project for Lead, Deadwood, and Central City to be held at Lead City Hall on 2/6/19 at 4:00 pm
- B. Commission Meeting time to 1:00 p.m. on 3/18/19 to accommodate Government Day Activities with the School District.

**12. EXECUTIVE SESSION**

Executive Session for Legal Matters per SDCL1-25-2 (3) with possible action  
Executive Session for Personnel Matters per SDCL1-25-2 (1) with possible action

**13. ADJOURNMENT**

**REGULAR MEETING, JANUARY 22, 2019**

The Regular Session of the Deadwood City Commission convened on Tuesday, January 22, 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.

**APPROVAL OF MINUTES**

Struble moved, Martinisko seconded to approve the minutes of January 7, 2019. Roll Call: Aye-All. Motion carried.

**APPROVAL OF DISBURSEMENTS**

Todd moved, Struble seconded to approve the January 22, 2019 disbursements. Roll Call: Aye-All. Motion carried.

ADAMS SALVAGE	TIRES	25.82
ALPINE IMPRESSIONS	PRINTING	155.92
AMAZON	SERVICE	670.24
AMERICAN LEGAL	ORDINANCES	450.00
AMERICINN FT.PIERRE	LODGING	127.99
APWA	DUES	40.00
ARROWHEAD FORENSICS	SUPPLIES	343.68
ATCO INTERNATIONAL	SUPPLIES	200.00
AVI SYSTEMS	REPAIR	222.19
BALCO UNIFORM	UNIFORMS	85.25
BH CHEMICAL	SUPPLIES	1,021.56
BH PIONEER	SUBSCRIPTION	834.05
BH SECURITY	SERVICE	2,082.45
BH SPECIAL SERVICES	CLEANING	910.00
BLAIR, LINDA	REIMBURSEMENT	43.08
BUTLER MACHINERY	SUPPLIES	354.76
CHAINSAW CENTER	SUPPLIES	208.15
COCA COLA	SUPPLIES	456.00
CULLIGAN	SUPPLIES	88.50
DEADWOOD CHAMBER	BILL LIST	88,552.45
DVFD	REIMBURSEMENT	150.00
DEADWOOD GAMING	BID #8	10,000.00
DEADWOOD HISTORY	AD SHARE	425.00
FERBER ENGINEERING	TRACKER	5,901.25
FLAT EARTH SIGN	PROJECT	565.00
FMG ENGINEERING	PROJECT	400.40
FREEMAN'S ELECTRIC	SERVICE	1,299.55
GALLS	UNIFORMS	249.96
GOLDEN WEST	SERVICE	1,596.50
GRASSROOTS ADVISORS	TABLETS	3,771.48
GUNDERSON, PALMER, NELSON	SERVICE	4,836.83
JACOBS WELDING	PROJECT	621.55
KDSJ	ADS	160.00
KNECHT HOME CENTER	GRANT	14,500.00
KONE	MAINTENANCE	455.40
KTM DESIGN	MONITORING	400.00
LAWSON PRODUCTS	SUPPLIES	316.16
LEAD DEADWOOD ARTS	FRAMES	530.00
LEAD-DEADWOOD SANITARY	USAGE	25,447.58
LUX, JUSTIN	REIMBURSEMENT	137.11
M&M SANITATION	RENTAL	220.00
MAC CONSTRUCTION	PROJECT	77,229.00
MCKEOWN, JESSICCA	REIMBURSEMENT	191.52
MENARD'S	SUPPLIES	103.31
MID-STATES ORGANIZED	FEES	150.00
MS MAIL	SERVICE	3,791.77
NARTEC	SUPPLIES	186.98
NATIONAL TRUST	DUES	250.00
NETWORK SERVICES	SUPPLIES	113.20
NHS OF THE BH	REIMBURSEMENT	3,671.45
NORTHERN HILLS TECHNOLOGY	SERVICE	32.50
OPHEIM, JOSEPH AND JULIE	GRANT	1,784.44
PENNINGTON CONSERVATION	TREE BUNDLES	1,590.00
POWERPLAN	SUPPLIES	7,145.92
QUIK SIGNS	SIGNS	562.06
QUILL	SUPPLIES	73.53
RAPID DELIVERY	DELIVERY	13.23
S AND C CLEANERS	CLEANING	3,310.00
SANITATION PRODUCTS	SUPPLIES	181.53
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF CORRECTIONS	FIREWISE	2,019.77
SD DEPT. OF REVENUE	TAXES	1,897.40
SD DEPT. OF TOURISM	REGISTRATIONS	1,980.00
SD ONE CALL	SERVICE	13.44
SD WATER	RENEWALS	40.00
SOUTHSIDE SERVICE	SERVICE	1,087.65
STURDEVANT'S	SUPPLIES	402.85
STURGIS AUTO PARTS	SUPPLIES	105.13
SYMBOL ARTS	BADGES	665.00
TDG COMMUNICATIONS	SERVICE	800.00
THE LORD'S CUPBOARD	RECYCLING	62.70
THOMSON REUTERS	SUBSCRIPTION	99.78
TRIPLE K	SERVICE	187.47
TWILIGHT	SUPPLIES	33.93
TWIN CITY HARDWARE	GRANT	1,418.37



## REGULAR MEETING, JANUARY 22, 2019

UMENTHUM, KEITH	PROJECT	4,801.50
UNDERHILL, RON	PROJECT	593.00
VERENDRYE MUSEUM	GRANT	4,000.00
VERIZON NETWORKFLEET	SERVICE	51.76
VIGILANT BUSINESS	BACKGROUND	118.50
WASTE CONNECTIONS	SERVICE	7,619.95
WESTERN COMMUNICATIONS	SERVICE	889.00
WHITE'S CANYON MOTORS	SERVICE	356.97
WOLFF'S PLUMBING	PROJECT	407.63
ZOGICS	SUPPLIES	719.70

TOTAL \$329,437.35

## ITEMS FROM CITIZENS ON AGENDA

### Years of Service

Fire Chief Rakow presented certificate to Pat Eastman for 30 years of service as a volunteer firefighter. Commission thanked him for his years of service.

### CONSENT

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

- A. Reappointment of Tony Biesiot to the Planning and Zoning Commission, term to expire December 2023.
- B. Permission to hire Josh Stoltenberg as full time Patrol Officer, effective January 23, 2019, at an hour rate of \$23.72.
- C. Accept letter of retirement from Corporal Robert Lester effective June 1, 2019.
- D. Make 2019 budgeted allocation to Northern Hills Alliance for Children in the amount of \$10,000.00 from Bed and Booze Fund
- E. Make 2019 budgeted allocation to Helpline Center, Inc. in the amount of \$1,000.00 from Bed and Booze Fund
- F. Make 2019 budgeted allocation to Northern Hills CASA Program in the amount of \$5,720 from Bed and Booze Fund
- G. Make 2019 budgeted allocation to Lawrence County Teen Court in total amount of \$8,500.00. (\$4,500.00 from Bed and Booze Fund/\$4,000.00 from Police)
- H. Make annual payment of \$3,600.00 to First Baptist Church for annual lease of spaces from Parking and Transportation (Budgeted, contract still needs to be completed)
- I. Allow Mayor to sign Application for Abatement from Lawrence County Treasurer.
- J. Permission for Mayor to sign annual parking lease with NMD Ventures for twelve (12) spaces at Broadway parking Structure in the amount of \$1,200.00 per month plus tax
- K. Approve Mt. Moriah Tour Bus Renewals for 2019 per Ordinance Section 5.40.010
- L. Permission to purchase Square 9 Document Management System, in the amount of \$4,4190.72 to be used by Planning and Zoning and Historic Preservation. (Budget from P&Z and HP Professional Services)
- M. Permission to Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Randy Chyba
- N. Deadwood History Inc. request approval to serve liquor at HARC February 8 from 6:00 p.m. to 9:00 p.m.

## PUBLIC HEARINGS

### St. Patrick's Day

Public hearing was opened at 5:03 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance on Main Street from the Tin Lizzie Gaming Resort to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to Sherman Street on Friday, March 15, 2019 from 5:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Martinisko moved, Todd seconded to allow the relaxation of the open container ordinance for same area as approved on March 15 for Saturday, March 16, 2019 from 12:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, JANUARY 22, 2019**

Todd moved, Struble seconded to approve the waiver of banner fees and street closure on Main Street from Wall Street to Deadwood Street on Saturday March 16, 2019 from noon to midnight or possibility of 3:00 a.m. for Pub Crawl, and from Tin Lizzie Gaming Resort to Masonic Temple from noon until parade ends. Roll Call: Aye-All. Motion carried.

**NEW BUSINESS**

**Contract**

Todd moved, Martinisko seconded to approve low bid from Simon Contractors in the amount of \$1,235,595.37 for the City’s portion of the SD Department of Transportation’s Lower Main Project and allow Mayor to sign contract. Roll Call: Aye-All. Motion carried.

**Direction**

Discussion was held concerning the future of School Lot 37. Zoning Administrator Nelson Jr. stated City received a request to purchase School Lot 37. He stated Historic Preservation and City bought the Lot from the School District in 2007. After discussion concerning surplus or retain ownership, Martinisko moved, Todd seconded to retain ownership of School Lot 37. Roll Call: Aye-All. Motion carried.

**Resolution**

Martinisko moved, Struble seconded to approve Resolution 2019-03 to update 2019 fee schedules to include rate changes for Broadway parking Ramp. Chief Fuller gave a brief update on the fee structure at Broadway Parking ramp. Zoning Administrator Nelson Jr. gave an update on lost tickets. Roll Call: Aye-All. Motion carried.

**CITY OF DEADWOOD  
RESOLUTION 2019-03  
A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE  
CITY OF DEADWOOD**

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

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective for the 2019 year, replaces Resolution 2018-31. Rates were effective January 1, with exception of Broadway Parking:

Accident Report .....	\$2.00
Animal Impound Fees:	
First Impoundment .....	\$25.00
Second Impoundment.....	\$50.00
Third and Subsequent Impoundment.....	\$100.00
Animal License:	
Dog or cat, spayed or neutered .....	\$5.00
Dog or cat, unsprayed or neutered .....	\$10.00
Banner Fee .....	\$150.00
Burial Fees-Oakridge:	
Space, excluding recording fee.....	\$125.00
For perpetual care(mandatory) .....	\$75.00
City Hall Office:	
NSF charges .....	maximum allowed by SDCL 57A-3-421
Contractors License-new .....	\$75.00
Contractors License-renewal ( <b>before February 15<sup>th</sup></b> ) .....	\$50.00
Horse Drawn Vehicles-limited to two .....	\$75.00

**REGULAR MEETING, JANUARY 22, 2019**

Grading Fee

0 to 10 cubic yards..... no charge  
11 to 50 cubic yards .....\$50.00  
Over 50 cubic yards.....\$100.00

Investigation Fee..... two times building permit

Mt. Moriah:

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

Nuisance/Labor Charge

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

Parking:

Broadway hourly:

**All Day October 15 thru May 15.....\$5.00**  
**All Day May 16 thru October 14 .....\$10.00**

**Lost Ticket.....\$25.00**

Broadway leases:

Employee lease..... \$50.00/month

Annual lease:

1-25 spaces ..... \$100.00/month  
26-50 spaces ..... \$85.00/month  
50-119 spaces ..... \$75.00/month  
120+ spaces ..... \$60.00/month

Meters-Lower Main Street and Pioneer Way/Armory..... \$1.00/hour

All other meters..... \$.50/hour

Parking meter violation.....\$10.00

Other offenses:

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

Tow and Storage Fee for Abandoned

Vehicles..... \$125.00/+\$25.00/day

Pawn Broker.....\$100.00/annual

**REGULAR MEETING, JANUARY 22, 2019**

Recreation Center

- Family Pass (parents and legal guardians and all children grade twelve (12) and under).
  - Daily - \$7.00
  - One (1) month - \$30.00
  - Three (3) month - \$82.00
  - Six (6) month - \$150.00
- Single Adult (19-54)
  - Daily - \$4.00
  - One (1) month - \$23.00
  - Three (3) month - \$55.00
  - Six (6) month - \$85.00
- Child/Senior (0-12 and 55+)
  - Daily - \$2.00
  - One (1) month - \$12.00
  - Three (3) month - \$30.00
  - Six (6) month - \$50.00
- High School Student (13-18).
  - Daily - \$2.00
  - One (1) month - \$15.00
  - Three (3) month - \$32.00
  - Six (6) month - \$55.00
- Corporate Family
  - One (1) month (family) - \$25.00
  - Three (3) month (family) - \$70.00
  - Six (6) month (family) - \$140.00
- Corporate Single
  - One (1) month - \$17.00
  - Three (3) month - \$44.00
  - Six (6) month - \$70.00
- Key Cards
  - Key - \$3.00
  - Locker Rental. Monthly - \$5.00 half locker; \$10.00 full locker.

Sign Permit Fee..... \$100.00

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

Staging fee-construction:

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

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

TENT RENTAL WITH APPROVED SPECIAL EVENT:

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

Trolley:

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

Group Rates:

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

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

**REGULAR MEETING, JANUARY 22, 2019**

**Paratransit Services:**

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

**Passengers 60 and Older**

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

**Passengers Under 60**

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

**Utilities:**

**Water:**

Residential minimum demand charge .....\$24.85 Monthly  
for all accounts, whether on or off, regardless of water usage; water usage charged as follows:

Water Usage	Water Rate
0 - 4,999 gallons	<del>\$1.82</del> <b>\$1.91</b> /1,000 gallons
5,000 - 9,999 gallons	<del>\$2.21</del> <b>\$2.32</b> /1,000 gallons
10,000 - 19,999 gallons	<del>\$2.75</del> <b>\$2.89</b> /1,000 gallons
20,000 - 49,999 gallons	<del>\$3.31</del> <b>\$3.48</b> /1,000 gallons
50,000 and over gallons	<del>\$4.41</del> <b>\$4.63</b> /1,000 gallons

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

Meter Size	Cost
1 inch or less	<b>\$44.56</b> <del>\$36.23</del>
1.5 inch	<b>\$59.67</b> <del>\$48.51</del>
2 inch	<b>\$89.51</b> <del>\$72.77</del>
3 inch	<b>\$134.25</b> <del>\$109.15</del>
4 inch	<b>\$179.00</b> <del>\$145.53</del>
6 inch	<b>\$268.51</b> <del>\$218.30</del>

**REGULAR MEETING, JANUARY 22, 2019**

with commercial water usage rates as follows:

Water Usage	Water Rate
0 - 9,999 gallons	<del>\$3.34</del> <b>\$3.48</b> /1,000 gallons
10,000 - 49,999 gallons	<del>\$3.86</del> <b>\$4.05</b> /1,000 gallons
50,000 and over gallons	<del>\$4.41</del> <b>\$4.63</b> /1,000 gallons

Waste water:

Residential ..... ~~\$4.00~~ **\$4.20** per month  
Commercial one (1) inch or less meter ..... ~~\$10.00~~ **\$10.50** per month  
Commercial meter greater than one (1) inch ..... ~~\$20.00~~ **\$21.00** per month

Garbage:

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

Commercial accounts: Responsible for own garbage removal.

Vending (temporary) 60 day notice required:

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

Zoning Fees:

Change of Zoning .....\$150.00  
Conditional Use Permit .....\$150.00  
Selling unrecorded plat.....\$100.00  
Subdivision approval first lot, then thereafter ..... \$100.00/\$30.00  
Variance .....\$150.00

Dated this 22nd day of January, 2019

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Service

Martinisko moved, Todd seconded to approve design services with ACES for Upper Main Street Design in the amount of \$9,200.00, budgeted in CIP – Upper Main/14A. Zoning Administrator Nelson Jr. explained the service. Roll Call: Aye-All. Motion carried.

Final Plats

Martinisko moved, Struble seconded to act as Board of Adjustment and approve final plat of City Hall Lot. Legal Description: City Hall Lot; Formerly Lost 36, 38, 40, and 42 of Block 37; Lots 29, 31, 33, 35, 37, 39 and 41 of Block 38; Lot B-1 of Tact B of Probate Lot 318 and Portions of Carney Street and Water Street; City of Deadwood, Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to act as Board of Adjustment and approve final plat of Lot D-1. Legal Description: Lot D-1, A Subdivision of Tract D of the McGovern Hills Addition, Located in the NE1/4 of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, JANUARY 22, 2019**

Meeting

Martinisko moved, Struble seconded to change Commission Meeting time to 1:00 p.m. on March 18, 2019 to accommodate Government Day Activities with the School District. Mayor Ruth Jr. stated changing of meeting time will allow students to observe. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- Petitions for Mayor's seat can be circulated beginning January 25, 2019, and must be returned to Finance Officer by 5:00 p.m. on February 22, 2019.
- Raffle permit received from Sacred Mountain Retreat Center. Drawing will be held on February 16, 2019 for \$1,500.00 prize. No action approves.

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

ADJOURNMENT

Martinisko moved, Struble seconded to adjourn the regular session at 5:27 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) with possible action. The next regular meeting will be on Monday, February 4, 2019.

After coming out of executive session at 6:05 p.m. Martinisko moved, Struble seconded to adjourn.

ATTEST:

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

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

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

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

PACKET: 04569 COMBINED - 2/5/19

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
01-0545	LYNN'S DAKOTA MART					
		I-0091-1/29/19	101-4111-422-01	PROF. SERV. S SAFETY MTG SUPPLIES	000000	8.49
01-1725	QUILL CORPORATION					
		I-4028322	101-4111-426	SUPPLIES TABLET STYLUS / COMMISS.MTGS.	000000	18.17
		I-4104888	101-4111-426	SUPPLIES TABLET HOLDERS / COMMISS.MTGS.	000000	18.17
01-3975	FIRST NATIONAL CREDIT C					
		I-012519 KUCHENBECKE	101-4111-426	SUPPLIES TABLET COVERS,SCREEN PROTECTOR	000000	118.95
DEPARTMENT 111 COMMISSION					TOTAL:	163.78
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/19	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	6,286.66
01-1171	A & B BUSINESS SOLUTION					
		I-IN582293	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	95.81
01-1725	QUILL CORPORATION					
		I-4028322	101-4142-426	SUPPLIES TABLET STYLUS / COMMISS.MTGS.	000000	13.74
		I-4104888	101-4142-426	SUPPLIES TABLET HOLDERS / COMMISS.MTGS.	000000	13.73
01-2160	DATA FLOW					
		I-30791	101-4142-426	SUPPLIES CHECKS - FINANCE OFC.	000000	236.56
01-3975	FIRST NATIONAL CREDIT C					
		I-012519 KUCHENBECKE	101-4142-426	SUPPLIES TABLET COVERS,SCREEN PROTECTOR	000000	89.93
01-4428	SIOUX FALLS RUBBER STAM					
		I-1605	101-4142-426	SUPPLIES 4 RUBBER STAMPS - FINANCE	000000	124.05
DEPARTMENT 142 FINANCE					TOTAL:	6,860.48
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/19	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,244.12
01-0553	MONTANA DAKOTA UTILITIE					
		I-NATUR GAS 01/24/19	101-4192-428-04	UTILITIES - C CITY HALL	000000	943.04
		I-NATUR GAS 01/24/19	101-4192-428-14	UTILITIES - S CITY SHOP	000000	870.61
		I-NATUR GAS 01/24/19	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	437.49
		I-NATUR GAS 01/24/19	101-4192-428-12	UTILITIES - P PAVILION	000000	0.00
		I-NATUR GAS 01/24/19	101-4192-428-07	UTILITIES - F FIRE HALL	000000	675.31
		I-NATUR GAS 01/24/19	101-4192-428-13	UTILITIES - R REC CENTER	000000	5,096.96
		I-NATUR GAS 01/24/19	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	524.99
		I-NATUR GAS 01/24/19	101-4192-428	UTILITIES GAYVILLE WATER HOUSE BLACKTAIL	000000	42.72
		I-NATUR GAS 01/24/19	101-4192-428-09	UTILITIES - H HARCC	000000	474.59
		I-NATUR GAS 01/24/19	101-4192-428-19	UTILITIES - G GATEWAY PLUMA	000000	80.19



PACKET: 04569 COMBINED - 2/5/19

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
01-0553	MONTANA DAKOTA UTILITIE	continued				
		I-NATUR GAS 01/24/19	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	174.90
		I-NATUR GAS 01/24/19	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	280.85
		I-NATUR GAS 01/24/19	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	367.92
		I-NATUR GAS 01/24/19	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	907.77
		I-NATUR GAS 01/24/19	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	634.47
01-0578	TWIN CITY HARDWARE & LU					
		C-1812-001445	101-4192-425-05	REPAIRS - COL RETURN 2X4 TREATED/COLD STG	000000	22.98-
		C-1901-002862	101-4192-425-15	REPAIRS - TRO RETURN LED 16W BASE/TROLLEY	000000	8.00-
		C-1901-003448	101-4192-425-04	REPAIRS - CIT RETURN BATTERY CHARGER/CITY	000000	18.50-
		I-1812-0002065	101-4192-425-05	REPAIRS - COL HX WSHR TAPPER/COLD STORAGE	000000	42.99
		I-1812-0002168	101-4192-425-05	REPAIRS - COL 2X6-2X10 TREATED-FILTER-HOSE/C	000000	46.97
		I-1812-0002284	101-4192-425-15	REPAIRS - TRO CHAIN-S HOOK-FLANGED RECEPT/TR	000000	38.58
		I-1812-002053	101-4192-425-05	REPAIRS - COL 2X10 TREATED/COLD STORAGE	000000	24.99
		I-1812-002085	101-4192-425-05	REPAIRS - COL WALL PLATE-ADAPT-TAPE-BLADE/CS	000000	111.43
		I-1812-002193	101-4192-425-14	REPAIRS - STR FLEX CONNECTOR-SCREWS/STRT	000000	31.30
		I-1812-002310	101-4192-425-15	REPAIRS - TRO STRAP-FLEX CONNECTOR-CABLE/TRO	000000	127.78
		I-1901-002812	101-4192-425-01	REPAIRS - ADA PHOTO BATTERY-CAN BATTERY/AH	000000	89.94
		I-1901-002860	101-4192-425-15	REPAIRS - TRO LED 16W GU24 BASE/TROLLEY	000000	14.99
		I-1901-002937	101-4192-425-14	REPAIRS - STR DEBURRING TOOL-ANG VALVE/STR	000000	24.98
		I-1901-002996	101-4192-425-05	REPAIRS - COL (3) TUBES ACRYLIC CAULK/COLD S	000000	20.97
		I-1901-003392	101-4192-425	REPAIRS SCREW-FLT WASHER-HEX NUT/PB	000000	96.97
		I-1901-003542	101-4192-425-04	REPAIRS - CIT TAPE RULE-REPLACE HOSE/CITY	000000	53.98
		I-1901-003589	101-4192-425-04	REPAIRS - CIT EARMUFF-UTILITY BLADE KNIFE/CI	000000	53.98
		I-1901-003797	101-4192-425-13	REPAIRS - REC FASTENERS-CARTRIDGE FILTER/REC	000000	52.95
		I-1901-003880	101-4192-425-13	REPAIRS - REC 1 SET SHOWERHEAD/REC CENTER	000000	16.99
		I-1901-004198	101-4192-425-10	REPAIRS - LIB COUPLING-ELBOW-COPPER PIPE/LIB	000000	42.39
		I-1901-004392	101-4192-425-04	REPAIRS - CIT STAR SCREW-2X4 TREAT-SHTROK/CI	000000	80.90
		I-1901-004654	101-4192-425-06	REPAIRS - DAY DERBY ROPE-7/16 SNAP/GRANDST	000000	17.48
		I-1901-004690	101-4192-425-04	REPAIRS - CIT NC TAP-DRILL BIT-FASTENERS/CIT	000000	12.28
		I-1901-004723	101-4192-426	SUPPLIES FL WASHER-METAL SCREW/PB	000000	9.98
		I-1901-004763	101-4192-425-04	REPAIRS - CIT SHT METAL SCREWS/CITY HALL	000000	0.16
		I-1901-004801	101-4192-425-04	REPAIRS - CIT 1 POLE GRND SWITCH/CITY HALL	000000	0.79
		I-1901-005284	101-4192-425-06	REPAIRS - DAY DECK BRUSH-MOUNT TAPE/GRANDST	000000	32.48
		I-1901-005463	101-4192-425-06	REPAIRS - DAY PAINT PAIL-HANGER-CLIP/GRANDST	000000	19.45
		I-1901-005475	101-4192-425-06	REPAIRS - DAY OUTDOOR CORD/GRANDSTANDS	000000	9.99
		I-1901-005558	101-4192-425-06	REPAIRS - DAY SMOKE ALARM WITH BATTERY/GRAND	000000	10.99
		I-1901-005614	101-4192-426	SUPPLIES (2) 14 OZ WOOD CARE/PUB BLDG	000000	11.98
		I-1901-005754	101-4192-425-06	REPAIRS - DAY 20 GAL BL TRASH CAN/GRANDST	000000	17.99
01-1148	KNECHT HOME CENTER, INC					
		I-2885368	101-4192-425-04	REPAIRS - CIT RED OAK-OAK CASING/CITY	000000	156.86
01-1396	LOWE ROOFING, INC.					
		I-14744	101-4192-425-09	REPAIRS - HAR HARCC ROOF REPLACEMENT/HARCC	000000	29,334.00
01-1558	ECOLAB PEST ELIMINATION					
		I-1141241	101-4192-425-02	REPAIRS - ADA (3) STEALTH GLUEBOARD/AD MUS	000000	156.06

PACKET: 04569 COMBINED - 2/5/19

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
01-1558	ECOLAB PEST ELIMINATION	continued				
		I-6239214	101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	160.68
01-1626	SERVALL UNIFORM AND LIN					
		I-0132610	101-4192-426-07	SUPPLIES - FI MATS-MOPS-LINENS-TOWELS/FIRE	000000	60.09
		I-SERVALL 01/10/19	101-4192-426-04	SUPPLIES - CI CITY HALL - 0138599	000000	205.73
		I-SERVALL 01/10/19	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0138601	000000	60.09
		I-SERVALL 01/10/19	101-4192-426-08	SUPPLIES - HI HISTORY / 0138600	000000	71.53
		I-SERVALL 01/10/19	101-4192-426-10	SUPPLIES - LI LIBRARY /	000000	0.00
		I-SERVALL 01/10/19	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0138596	000000	38.85
		I-SERVALL 01/10/19	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0138597	000000	122.83
		I-SERVALL 01/24/19	101-4192-426-04	SUPPLIES - CI CITY HALL - 0144578	000000	205.73
		I-SERVALL 01/24/19	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0144581	000000	60.09
		I-SERVALL 01/24/19	101-4192-426-08	SUPPLIES - HI HISTORY / 0144579	000000	71.53
		I-SERVALL 01/24/19	101-4192-426-10	SUPPLIES - LI LIBRARY / 0144580	000000	31.70
		I-SERVALL 01/24/19	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0144575	000000	38.85
		I-SERVALL 01/24/19	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0144576	000000	122.83
01-1725	QUILL CORPORATION					
		I-4028322	101-4192-426	SUPPLIES TABLET STYLUS / COMMISS.MTGS.	000000	13.74
		I-4104888	101-4192-426	SUPPLIES TABLET HOLDERS / COMMISS.MTGS.	000000	13.73
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV019896	101-4192-425-10	REPAIRS - LIB CONDENSATE PUMP KIT/LIBRARY	000000	118.58
		I-INV019962	101-4192-425-10	REPAIRS - LIB PUMP MOTOR/LIBRARY	000000	1,529.85
		I-SRV060304	101-4192-425-08	REPAIRS - HIS HEATER DUCT REPAIRS/HISTORY	000000	2,280.63
		I-SRV061472	101-4192-425-04	REPAIRS - CIT DAMPER-DIFFUSER/PUB BLDGS	000000	66.70
		I-SRV061565	101-4192-425-17	REPAIRS-DAYS FLNGE-GASKET-ELBOW-REDUCER/PB	000000	1,364.72
01-3421	S AND C CLEANERS					
		I-1/20/19 INV 120	101-4192-422-21	PROFESSIONAL JAN 2019 WELCOME CENTER CLEAN	000000	1,740.00
		I-1/20/19 INV 131	101-4192-422-10	PROFESSIONAL CLEAN LIBRARY/PB	000000	600.00
		I-1/20/19 INV 131	101-4192-422-07	PROFESSIONAL CLEAN FIRE HALL/PB	000000	400.00
		I-1/20/19 INV 223	101-4192-422	PROFESSIONAL CLEAN BATHROOM 12/28-1/20/PB	000000	570.00
01-3506	ALSCO					
		I-LCAS1246798	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	44.32
		I-LCAS1249481	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	45.07
01-3571	KRUZEL, TOM					
		I-REIMBURSE 11/27/18	101-4192-426	SUPPLIES UL LISTED NON-SHUNTED BJB/PB	000000	65.90
01-3838	VAST BROADBAND					
		I-TELEPHONE 01/16/19	101-4192-428-07	UTILITIES - F FIRE DEPT	000000	291.51
		I-TELEPHONE 01/16/19	101-4192-428-10	UTILITIES - L LIBRARY	000000	253.30
		I-TELEPHONE 01/16/19	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.61
		I-TELEPHONE 01/16/19	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	242.88
		I-TELEPHONE 01/16/19	101-4192-428-04	UTILITIES - C CITY HALL	000000	224.78
		I-TELEPHONE 01/16/19	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00

PACKET: 04569 COMBINED - 2/5/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3838	VAST BROADBAND	continued				
		I-TELEPHONE 01/16/19	101-4192-428-14	UTILITIES - S STREET DEPT	000000	44.49
		I-TELEPHONE 01/16/19	101-4192-428-06	UTILITIES - D DAYS OF 76 GRANDSTANDS	000000	165.20
		I-TELEPHONE 01/16/19	101-4192-428-12	UTILITIES - P PAVILION	000000	0.00
		I-TELEPHONE 01/16/19	101-4192-428-04	UTILITIES - C CITY HALL	000000	1,351.12
01-3896	EAGLE ENTERPRISES, LLC					
		I-22325	101-4192-425-04	REPAIRS - CIT LED COB LIGHT-100W LED PT/CITY	000000	469.00
01-3975	FIRST NATIONAL CREDIT C					
		I-01/25/19 CC KRUEL	101-4192-426	SUPPLIES CAMERA-CABLE-SWITCH/PUB BLDG	000000	9.82-
		I-01/25/19 CC KRUEL	101-4192-425-13	REPAIRS - REC CAMERA-CABLE-SWITCH/PUB BLDG	000000	88.20
		I-012519 KUCHENBECKE	101-4192-426	SUPPLIES TABLET COVERS,SCREEN PROTECTOR	000000	89.93
01-3977	ACE HARDWARE OF LEAD					
		I-011042	101-4192-425-06	REPAIRS - DAY ANGLE FLAT TOP-GFI WHITE/GRAND	000000	45.98
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	59,148.97
01-4296	ONSOLVE, LLC					
		I-ECN-034876	101-4193-422	PROFESSIONAL CODE RED EXTENSION - 1 YEAR	000000	1,500.00
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	1,500.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/19	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	13,107.42
01-0508	GALLS, LLC					
		I-011698081	101-4210-426	SUPPLIES NAME TAG - POLICE	000000	13.81
		I-011716411	101-4210-426	SUPPLIES UNIF.SAFETY VESTS,RAINCOATS-PD	000000	248.95
01-0578	TWIN CITY HARDWARE & LU					
		C-1901-003371	101-4210-426	SUPPLIES RFND-TRCKL BTRY CHRGR/POLICE	000000	26.99-
		I-1812-00912	101-4210-426	SUPPLIES 3/4" CAP & NIPPLE - POLICE	000000	5.28
		I-1901-002943	101-4210-426	SUPPLIES TRCKL BTRY CHRGR - POLICE	000000	26.99
01-1566	TEEN COURT					
		I-011719	101-4210-422	PROFESSIONAL 2019 ALLOCATION	000000	4,000.00
01-1725	QUILL CORPORATION					
		I-4028322	101-4210-426	SUPPLIES TABLET STYLUS / COMMISS.MTGS.	000000	13.74
		I-4104888	101-4210-426	SUPPLIES TABLET HOLDERS / COMMISS.MTGS.	000000	13.73
01-3975	FIRST NATIONAL CREDIT C					
		I-01/25/19 CC KRUEL	101-4210-426	SUPPLIES CAMERA-CABLE-SWITCH/PUB BLDG	000000	453.97
		I-012519 KUCHENBECKE	101-4210-426	SUPPLIES TABLET COVERS,SCREEN PROTECTOR	000000	89.93

PACKET: 04569 COMBINED - 2/5/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4460	SHAFFER, CORY					
		I-010819-COPQUEST	101-4210-426	SUPPLIES REIMBS.-REFLEC.LTR.PATCHES/PD	000000	152.91
				DEPARTMENT 210 POLICE	TOTAL:	18,099.74
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/19	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,067.74
01-0578	TWIN CITY HARDWARE & LU					
		I-1901-002926	101-4221-426	SUPPLIES CALENDARS,BATTERIES-FIRE DEPT	000000	41.96
		I-1901-002993	101-4221-434	MACHINERY/EQU EXTENSION CORD - FIRE DEPT.	000000	34.99
01-0588	SD FEDERAL PROPERTY AGE					
		I-553761089	101-4221-426	SUPPLIES PUNCH,DIAL INDIC,MISC.TOOLS/FD	000000	61.50
01-1171	A & B BUSINESS SOLUTION					
		I-IN581534	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	52.79
01-1725	QUILL CORPORATION					
		I-4028322	101-4221-426	SUPPLIES TABLET STYLUS / COMMISS.MTGS.	000000	13.74
		I-4104888	101-4221-426	SUPPLIES TABLET HOLDERS / COMMISS.MTGS.	000000	13.74
01-1827	MS MAIL & MARKETING					
		I-10482	101-4221-426	SUPPLIES #10 ENVELOPES - FIRE DEPT	000000	75.00
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-011719	101-4221-426	SUPPLIES REIMBS./PRINTER & INK	000000	127.74
01-3913	HEIMAN FIRE EQUIPMENT					
		I-0875656-IN	101-4221-434	MACHINERY/EQU FIRE COATS,PANTS,GLOVES,FLSHLT	000000	187.77
01-3975	FIRST NATIONAL CREDIT C					
		I-012519 KUCHENBECKE	101-4221-426	SUPPLIES TABLET COVERS,SCREEN PROTECTOR	000000	89.93
01-3977	ACE HARDWARE OF LEAD					
		I-10998	101-4221-434	MACHINERY/EQU CALCULATOR - FIRE DEPT.	000000	59.99
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:		1,826.89
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/19	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	988.75
01-3975	FIRST NATIONAL CREDIT C					
		I-01/25/19 CC MOHR	101-4232-427	TRAVEL CONTINUING EDUCATION/BLDG INSP	000000	412.00
		I-01/25/19 CC MOHR	101-4232-426	SUPPLIES BANNER PERMIT LABELS/BLDG INSP	000000	46.40
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	1,447.15

PACKET: 04569 COMBINED - 2/5/19

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
01-0365	ADAMS - ISC					
		I-4630452	101-4310-425	REPAIRS (2) OPAQUE TUBES/STREETS	000000	60.52
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/19	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,145.34
01-0575	SOUTHSIDE OIL					
		I-093153	101-4310-426	SUPPLIES (5502 GALS) FUEL PURCHASE/STRT	000000	9,408.42
01-0578	TWIN CITY HARDWARE & LU					
		I-1812-001715	101-4310-426	SUPPLIES SCREWS/STREETS	000000	26.54
		I-1812-002064	101-4310-426	SUPPLIES FLOODLIGHT PHOTOCELL/STREETS	000000	14.99
		I-1812-002194	101-4310-426	SUPPLIES PUTTY KNIFE-SCRAPER/STREETS	000000	11.47
		I-1812-002289	101-4310-426	SUPPLIES (22) FASTENERS/STREETS	000000	4.38
		I-1901-003711	101-4310-426	SUPPLIES BLK-GRAY ADHESIVE FASTENERS/ST	000000	14.98
		I-1901-004837	101-4310-426	SUPPLIES BLUE MARKING PAINT/STREETS	000000	20.97
		I-1901-004867	101-4310-426	SUPPLIES HEX NUT-WASHER-CAP SCREW/STRTS	000000	68.43
		I-1901-005684	101-4310-426	SUPPLIES SOCKET SET-GRAB HOOK/STREETS	000000	59.97
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-54790	101-4310-425	REPAIRS TUBE-TIRE-DSMT-MNTS	SUPPLIES/STR 000000	1,899.87
01-0925	AMERICAN PUBLIC WORKS A					
		I-RENEW 2019-2020	101-4310-422	PROFESSIONAL RENEW MEMBER 4/1/18-3/31/2020	000000	113.33
01-1003	VERIZON WIRELESS					
		I-9821998438	101-4310-422	PROFESSIONAL ON CALL CELLPHONES 01/11-2/10	000000	31.17
01-1171	A & B BUSINESS SOLUTION					
		I-INS81536	101-4310-426	SUPPLIES CONTRACT BASE-USAGE/STREETS	000000	173.87
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1759339	101-4310-426	SUPPLIES ADJUST WRENCHES-BOX-OPEN/STRTS	000000	932.00
		I-1759416	101-4310-426	SUPPLIES HEX KEY SET (ALLEN)/STREETS	000000	932.00
		I-1759535	101-4310-426	SUPPLIES TORQUE WRENCH SETS/STREETS	000000	932.00
		I-1759548	101-4310-426	SUPPLIES SOCKET-IMPACT SETS-PLIERS/STRT	000000	966.00
		I-1759981	101-4310-426	SUPPLIES STUBBY-WRENCH SETS/STREETS	000000	932.00
		I-1760000	101-4310-426	SUPPLIES PIPE WRNCH-BALLPEIN-PRY-SNIP/S	000000	932.00
01-1500	A & B WELDING					
		I-00985622	101-4310-426	SUPPLIES COMPRESSED GAS NOS/STREETS	000000	84.77
		I-00985998	101-4310-425	REPAIRS NOZZLE-FLUSH/STREETS	000000	43.76
		I-00986409	101-4310-426	SUPPLIES #52 DIFFUSER THD TO #1 CO/STRT	000000	43.08
01-1725	QUILL CORPORATION					
		I-4028322	101-4310-426	SUPPLIES TABLET STYLUS / COMMISS.MTGS.	000000	4.62
		I-4104888	101-4310-426	SUPPLIES TABLET HOLDER / COMMISS.MTGS.	000000	4.61
01-1798	CHAINSAW CENTER/DAKOTA					

PACKET: 04569 COMBINED - 2/5/19

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
01-1798	CHAINSAW CENTER/DAKOTA	continued				
		I-1370203	101-4310-425	REPAIRS CARBURETOR/STREETS	000000	84.67
01-3896	EAGLE ENTERPRISES, LLC					
		I-22322	101-4310-426	SUPPLIES (12) LED16WA21/ADV/827K/STREET	000000	131.88
01-3975	FIRST NATIONAL CREDIT C					
		I-01/25/19 CC GREEN	101-4310-425	REPAIRS REPLACE-PROGRAM SENSOR/STRTS	000000	187.71
		I-012519 KUCHENBECKE	101-4310-426	SUPPLIES TABLET COVER, SCREEN PROTECTOR	000000	30.22
			DEPARTMENT 310	STREETS	TOTAL:	25,295.57
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/19	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,567.58
01-0578	TWIN CITY HARDWARE & LU					
		I-1812-000896	101-4520-426	SUPPLIES (2) POLY PUSHER 30'/PARKS	000000	53.98
		I-1901-004367	101-4520-426	SUPPLIES TUBE SAND-CANNED AIR/PARKS	000000	60.87
		I-1901-005750	101-4520-426	SUPPLIES BELT PUNCH/PARKS	000000	13.99
01-0653	FASTENAL COMPANY					
		I-SDSPE104285	101-4520-426	SUPPLIES WIPES-LEATHER MITTS/PARKS	000000	201.11
		I-SDSPE104488	101-4520-426	SUPPLIES WARMING PACKS/PARKS	000000	72.28
01-0782	JACOBS PRECISION WELDIN					
		I-25636	101-4520-425	REPAIRS PERFORATED STEEL PLATE/PARKS	000000	76.53
01-0925	AMERICAN PUBLIC WORKS A					
		I-RENEW 2019-2020	101-4520-422	PROFESSIONAL RENEW MEMBER 4/1/18-3/31/2020	000000	113.33
01-1003	VERIZON WIRELESS					
		I-9821998438	101-4520-422	PROFESSIONAL ON CALL CELLPHONES 01/11-2/10	000000	31.17
01-1725	QUILL CORPORATION					
		I-4028322	101-4520-426	SUPPLIES TABLET STYLUS / COMMISS.MTGS.	000000	4.62
		I-4104888	101-4520-426	SUPPLIES TABLET HOLDER / COMMISS.MTGS.	000000	4.61
01-2645	HAWKINS INC					
		I-4427926	101-4520-426	SUPPLIES DRYTEC GRANULAR/PARKS	000000	61.53
01-2889	ATCO INTERNATIONAL					
		I-I0522438	101-4520-426	SUPPLIES LOCKDOWN-SEEK N DESTROY/PKS	000000	277.00
01-3060	QUIK SIGNS					
		I-25474	101-4520-426	SUPPLIES PICNIC SHELTER SIGNS/PARKS	000000	90.71
01-3975	FIRST NATIONAL CREDIT C					
		I-012519 KUCHENBECKE	101-4520-426	SUPPLIES TABLET COVER, SCREEN PROTECTOR	000000	30.22
			DEPARTMENT 520	PARKS	TOTAL:	5,659.53



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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0382	ARLETH LAND SURVEYING L					
		I-2098	101-4640-422	PROFESSIONAL 9870 RE-PLAT PARCELS	000000	1,360.00
		I-2102	101-4640-422	PROFESSIONAL 9871-TRACT A MS CITY SHOP	000000	1,350.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/19	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	988.75
01-1171	A & B BUSINESS SOLUTION					
		I-12319	101-4640-422	PROFESSIONAL GLOBAL SEARCH USER ADD ON	000000	2,095.36
01-1725	QUILL CORPORATION					
		I-4028322	101-4640-426	SUPPLIES TABLET STYLUS / COMMISS.MTGS.	000000	4.62
		I-4104888	101-4640-426	SUPPLIES TABLET HOLDER / COMMISS.MTGS.	000000	4.61
01-3975	FIRST NATIONAL CREDIT C					
		I-012519 KUCHENBECKE	101-4640-426	SUPPLIES TABLET COVER,SCREEN PROTECTOR	000000	30.22
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	5,833.56
				FUND 101 GENERAL FUND	TOTAL:	125,835.67

PACKET: 04569 COMBINED - 2/5/19

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/19	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,522.39
01-0553	MONTANA DAKOTA UTILITIE	I-68250010003JAN19	206-4550-428	UTILITIES NATURAL GAS/LIBRARY 12/10-1/23	000000	512.26
01-1171	A & B BUSINESS SOLUTION	I-IN581843	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY	000000	45.58
01-1562	MIDWEST TAPE	I-96810978	206-4550-434	BOOKS, MAPS A DVD - LIBRARY	000000	14.24
		I-96866414	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	143.18
01-1725	QUILL CORPORATION	I-4028322	206-4550-426	SUPPLIES TABLET STYLUS / COMMISS.MTGS.	000000	13.74
		I-4104888	206-4550-426	SUPPLIES TABLET HOLDERS / COMMISS.MTGS.	000000	13.74
01-1911	EMERY-PRATT COMPANY	I-618180	206-4550-434	BOOKS, MAPS A BOOK - LIBRARY	000000	11.75
		I-618991	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	34.99
01-1930	CHANEY-MOODIE, JEANETTE	I-013019	206-4550-427	TRAVEL REIMB.TRAVEL-ALA MIDWINTR CONF	000000	1,270.37
01-3282	OSBORN, JANET	I-010819	206-4550-424	CHILDREN'S PR REIMBS./CHILDREN'S BOOKS-LIBR.	000000	60.34
01-3975	FIRST NATIONAL CREDIT C	I-012519 KUCHENBECKE	206-4550-426	SUPPLIES TABLET COVERS,SCREEN PROTECTOR	000000	89.93
01-4459	PHILLIPS, SAMUEL	I-121818	206-4550-434	BOOKS, MAPS A BOOK - LIBRARY	000000	20.00
DEPARTMENT 550 LIBRARY					TOTAL:	3,752.51
FUND 206 LIBRARY FUND					TOTAL:	3,752.51



PACKET: 04569 COMBINED - 2/5/19

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/19	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	533.64
01-1558	ECOLAB PEST ELIMINATION	I-6239215	209-4510-422	PROFESSIONAL COCKROACH-RODENT PROGRAM/REC	000000	94.05
01-2645	HAWKINS INC	I-4428666	209-4510-426	SUPPLIES ACID-DELDRUM-AZONE-BLEACH/REC	000000	981.05
01-3506	ALSCO	I-LCAS1248125	209-4510-426	SUPPLIES MATS/REC CENTER	000000	149.74
		I-LCAS1250741	209-4510-426	SUPPLIES MATS/REC CENTER	000000	162.83
01-3648	NETWORK SERVICES COMPAN	I-551117-0	209-4510-426	SUPPLIES 2 PLY TISSUE-WAXED LINER/REC	000000	55.23
		I-554092-0	209-4510-426	SUPPLIES TISSUE-FOAMING SHAMPOO/REC CEN	000000	177.48
		I-554093-0	209-4510-426	SUPPLIES HARDWOUND TOWEL/REC CENTER	000000	94.42
01-3975	FIRST NATIONAL CREDIT C	I-01-25-19 CC TRIDLE	209-4510-426	SUPPLIES TOWELS/REC CENTER	000000	151.74
		I-01-25-19 CC TRIDLE	209-4510-426	SUPPLIES NET SYSTEM/REC CENTER	000000	169.99
01-4458	SPECIALTY INSTALLATION	I-2230	209-4510-434	MACHINERY/EQU BUY-INSTALL DIVIDER CURTAIN/RE	000000	6,365.00
					DEPARTMENT 510 REC CENTER	TOTAL: 8,935.17
01-0378	NORTHERN HILLS CASA	I-01-15-19	209-4980-429	OTHER 2019 ALLOCATION	000000	5,720.00
01-1540	L&L INSULATION, INC.	I-33647	209-4980-429-02	OUTLAW SQUARE ASBESTOS REMOVED-OUTLAW SQUARE	000000	6,750.00
01-1566	TEEN COURT	I-011719	209-4980-429	OTHER 2019 ALLOCATION	000000	4,500.00
01-3177	NORTHERN HILLS ALLIANCE	I-1070	209-4980-429	OTHER 2019 ALLOCATION	000000	10,000.00
01-4456	HELPLINE CENTER, INC.	I-7556	209-4980-429	OTHER 2019 ALLOCATION	000000	1,000.00
					DEPARTMENT 980 SPECIAL EVENTS	TOTAL: 27,970.00
					FUND 209 BED & BOOZE FUND	TOTAL: 36,905.17

PACKET: 04569 COMBINED - 2/5/19

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
01-0096	AUGUSTANA COLLEGE	I-1819	215-4572-235	VISITOR MGMT 2019 DAKOTA CONFERENCE	000000	750.00
01-0681	NELSON, ROBERT JR.	I-11819	215-4572-235	VISITOR MGMT TRAVEL - TOURISM CONFERENCE	000000	157.08
01-1182	MACROVISION	I-2019-3	215-4572-235	VISITOR MGMT OUTLAW SQUARE VIDEO	000000	200.00
01-2205	KUCHENBECKER, KEVIN	I-11819	215-4572-235	VISITOR MGMT TRAVEL - TOURISM CONFERENCE	000000	59.00
01-3734	RUTH JR., DAVID	I-11819	215-4572-235	VISITOR MGMT TRAVEL - TOURISM CONFERENCE	000000	189.08
01-3800	SIERKS, JENA	I-11819	215-4572-235	VISITOR MGMT TRAVEL - TOURISM CONFERENCE	000000	59.00
01-3802	PEARSON, TRAVIS	I-11819	215-4572-235	VISITOR MGMT TRAVEL - TOURISM CONFERENCE	000000	216.08
01-3865	BOYS & GIRLS CLUB OF LE	I-11419	215-4572-235	VISITOR MGMT 2019 ALLOCATION	000000	5,000.00
01-3975	FIRST NATIONAL CREDIT C	I-012519 KUCHENBECK2	215-4572-235	VISITOR MGMT LODGING-TOURISM CONF./ HP	000000	317.88
		I-012519 KUCHENBECK3	215-4572-235	VISITOR MGMT FUEL- TOURISM CONF.TRAVEL /HP	000000	35.55
01-4106	GADGET TECHNOLOGY	I-10003779	215-4572-235	VISITOR MGMT (6) FLASH DRIVE	000000	101.94
01-4113	SANFORD, TY	I-11819	215-4572-235	VISITOR MGMT TRAVEL - TOURISM CONFERENCE	000000	59.00
01-4114	MOSHER, ANDREW	I-11819	215-4572-235	VISITOR MGMT TRAVEL - TOURISM CONFERENCE	000000	59.00
01-4115	BAXTER, SEAN	I-11819	215-4572-235	VISITOR MGMT TRAVEL - TOURISM CONFERENCE	000000	59.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 7,262.61
01-0578	TWIN CITY HARDWARE & LU	I-1901-004637	215-4573-335	HIST. INTERP. ARCHIVE SUPPLIES	000000	79.13
01-1495	GAYLORD BROS.	I-2579359	215-4573-335	HIST. INTERP. ARCHIVE SUPPLIES	000000	88.80

PACKET: 04569 COMBINED - 2/5/19

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
01-2351	PRESERVATION ACTION					
		I-1119	215-4573-325	HIST. INTERP. 2019 MEMBERSHIP	000000	100.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO TOTAL:						267.93
01-0776	ALBERTSON ENGINEERING,					
		I-12833	215-4576-600	PROFES. SERV. 2018:077H WHITEWOOD BOARDWALK	000000	3,496.38
		I-12841	215-4576-600	PROFES. SERV. 2018:406H PLAZA RETAINING WALL	000000	1,638.87
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						5,135.25
01-0578	TWIN CITY HARDWARE & LU					
		C-1901-005264	215-4577-775	CAPITAL ASSET STAIN - DAYS MUESUM	000000	13.00-
		I-1812-0004137	215-4577-775	CAPITAL ASSET FASTENERS - RODEO GROUNDS	000000	11.88
		I-1812-000926	215-4577-775	CAPITAL ASSET FASTENERS - RODEO GROUNDS	000000	46.88
		I-1812-000930	215-4577-775	CAPITAL ASSET SCREW/PLYWOOD - RODEO GROUNDS	000000	179.29
		I-1812-000933	215-4577-775	CAPITAL ASSET BLADE/METAL - RODEO GROUNDS	000000	46.45
		I-1812-001407	215-4577-775	CAPITAL ASSET FASTENERS/SCREWS-RODEO GROUNDS	000000	133.73
		I-1812-001440	215-4577-775	CAPITAL ASSET SPEC MIX - RODEO GROUNDS	000000	8.99
		I-1812-001498	215-4577-775	CAPITAL ASSET RUBBING BRICK - RODEO GROUNDS	000000	18.99
		I-1812-001643	215-4577-775	CAPITAL ASSET LOG JAM/PUTTY KNIFE - RODEO	000000	55.04
		I-1812-001960	215-4577-775	CAPITAL ASSET BLADES - RODEO GROUNDS	000000	37.98
		I-1812-002040	215-4577-775	CAPITAL ASSET FASTENERS - RODEO	000000	36.28
		I-1812-002452	215-4577-775	CAPITAL ASSET SUPPLIES - RODEO GROUNDS	000000	58.84
		I-1901-004844	215-4577-775	CAPITAL ASSET FASTENERS & 1X6	000000	10.25
		I-1901-005110	215-4577-775	CAPITAL ASSET STAIN/TRIM/NAIIS - DAYS MUESUM	000000	48.21
		I-1901-005119	215-4577-775	CAPITAL ASSET TRIM - DAYS MUESUM	000000	11.88
01-0782	JACOBS PRECISION WELDIN					
		I-25587	215-4577-735	CAPITAL ASSET WORK DONE AT RODEO GROUNDS	000000	1,738.66
01-1148	KNECHT HOME CENTER, INC					
		I-2885316	215-4577-775	CAPITAL ASSET CEDAR - RODEO GROUNDS	000000	280.10
		I-2905782	215-4577-775	CAPITAL ASSET METAL - DAYS MUSEUM	000000	79.04
01-3709	ABSOLUTE LOG HOMES AND					
		I-6560	215-4577-775	CAPITAL ASSET LOGS PEELED	000000	698.53
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						3,488.02
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/19	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,698.57
01-0578	TWIN CITY HARDWARE & LU					
		I-1812-002037	215-4641-426	SUPPLIES AA BATTERIES - HP	000000	4.99

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BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1171	A & B BUSINESS SOLUTION					
		I-12319	215-4641-422	PROFESSIONAL GLOBAL SEARCH USER ADD ON	000000	2,095.36
01-1725	QUILL CORPORATION					
		I-4028322	215-4641-426	SUPPLIES TABLET STYLUS / COMMISS.MTGS.	000000	4.57
		I-4047556	215-4641-426	SUPPLIES COFFEE SUPPLIES	000000	83.88
		I-4104888	215-4641-426	SUPPLIES TABLET HOLDER / COMMISS.MTGS.	000000	4.58
01-3314	CENTURY BUSINESS PRODUC					
		I-454377	215-4641-428	UTILITIES HP CONTRACT 12/9/18 - 1/8/19	000000	454.64
01-3838	VAST BROADBAND					
		I-11619	215-4641-428	UTILITIES MT MORIAH 1/20/19 - 2/19/19	000000	140.69
01-3975	FIRST NATIONAL CREDIT C					
		I-012519 KUCHENBECKE	215-4641-426	SUPPLIES TABLET COVER,SCREEN PROTECTOR	000000	29.98
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	7,517.26
=====						
			FUND 215	HISTORIC PRESERVATION	TOTAL:	23,671.07

PACKET: 04569 COMBINED - 2/5/19  
 VENDOR SET: 01  
 FUND : 216 REVOLVING LOAN  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1191	UMENTHUM, KEITH					
		I-588141-1	216-1310	DUE FROM OTHE BALANCE DUE - 770 MAIN	000000	133.50
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 133.50
01-1496	LAWRENCE CO. REGISTER O					
		I-12519	216-4653-960	CLOSING CO REC 2 MORTAGAES - COOMES	000000	60.00
		I-1252019	216-4653-960	CLOSING CO REC 2 SATISFACTIONS - MITCHELL	000000	60.00
01-3292	MIKE VAGA PLUMBING					
		I-4932	216-4653-962-01	SPECIAL NEEDS WORK COMPLETE - 23 MCKINLEY	000000	5,964.45
01-3984	BLACK HILLS TITLE, INC.					
		I-80721	216-4653-960	CLOSING CO O&E REPORT - NUGGET SALOON	000000	200.00
		I-80959	216-4653-960	CLOSING CO O&E REPORT - BAUDHUIN	000000	150.00
		I-80962	216-4653-960	CLOSING CO O&E REPORT - WEBER	000000	150.00
01-4416	ANCESTOR CONCRETE & MAS					
		I-2122	216-4653-962-08	FOUNDATION GR WORK COMPLETE 25 MCKINLEY-BURR	000000	9,795.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 16,379.45
				FUND	216	REVOLVING LOAN
						TOTAL: 16,512.95

PACKET: 04569 COMBINED - 2/5/19

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
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/19	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,088.85
01-0578	TWIN CITY HARDWARE & LU	I-1812-000903	602-4330-426	SUPPLIES TWISTIE TIES-25W BULBS/WATER	000000	21.96
		I-1901-003791	602-4330-426	SUPPLIES (2) PRESSURE GAUGES/WATER	000000	25.98
01-0684	NORTHWEST PIPE FITTINGS	I-1248966	602-4330-426	SUPPLIES TAYPE A-TYPE D VALVE BOXES/WTR	000000	139.86
01-0925	AMERICAN PUBLIC WORKS A	I-RENEW 2019-2020	602-4330-422	PROFESSIONAL RENEW MEMBER 4/1/18-3/31/2020	000000	113.34
01-1003	VERIZON WIRELESS	I-9821998438	602-4330-422	PROFESSIONAL ON CALL CELLPHONES 01/11-2/10	000000	31.17
01-1365	SD PUBLIC HEALTH LAB	I-10586249	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1725	QUILL CORPORATION	I-4028322	602-4330-426	SUPPLIES TABLET STYLUS / COMMISS.MTGS.	000000	4.62
		I-4104888	602-4330-426	SUPPLIES TABLET HOLDER / COMMISS.MTGS.	000000	4.61
01-3975	FIRST NATIONAL CREDIT C	I-012519 KUCHENBECKE	602-4330-426	SUPPLIES TABLET COVER,SCREEN PROTECTOR	000000	30.22

DEPARTMENT 330	WATER	TOTAL:	5,490.61
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FUND	602	WATER FUND	TOTAL:	5,490.61
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PACKET: 04569 COMBINED - 2/5/19

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3838	VAST BROADBAND					
		I-TELEPHONE 01/16/19	607-4580-428	UTILITIES MT MORIAH GIFT SHOP	000000	40.87
		I-TELEPHONE 01/16/19	607-4580-428	UTILITIES MT MORIAH TICKET BOOTH	000000	40.87
			DEPARTMENT 580	HISTORIC CEMETERIES	TOTAL:	81.74
			FUND 607	HISTORIC CEMETERIES	TOTAL:	81.74

PACKET: 04569 COMBINED - 2/5/19

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/19	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,110.48
01-0578	TWIN CITY HARDWARE & LU	I-1901-004067	610-4360-426	SUPPLIES YELLOW CURB PAINT - P&T	000000	6.99
		I-1901-005380	610-4360-426	SUPPLIES BLK CABLE TIES - P & T	000000	13.98
01-1003	VERIZON WIRELESS	I-9822112750	610-4360-424	RENTALS PHONE SERVICE - METERS	000000	40.01
01-2620	FIRST BAPTIST CHURCH	I-012219	610-4360-422	PROFESSIONAL 2019 PARKING LOT LEASE	000000	3,600.00
01-3060	QUIK SIGNS	I-25555	610-4360-426	SUPPLIES LOADING SIGN BY SILVERADO-P&T	000000	82.27
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						6,853.73
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/19	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	533.87
01-0545	LYNN'S DAKOTA MART	I-0060	610-4361-426	SUPPLIES 24 PACK WATER - TROLLEY	000000	39.90
01-0578	TWIN CITY HARDWARE & LU	I-1901-003731	610-4361-426	SUPPLIES 2 BOXES PENS - TROLLEY	000000	30.00
		I-1901-004368	610-4361-426	SUPPLIES PAINT BRUSH, SPIRITS, ENAMEL-TRO	000000	28.46
		I-1901-004520	610-4361-426	SUPPLIES GALV TEES & NIPPLES - TROLLEY	000000	49.69
		I-1901-004564	610-4361-426	SUPPLIES COUPLER, SOCKET, NOZZLE-TROLLEY	000000	19.47
		I-1901-005279	610-4361-426	SUPPLIES KNIFE, ENAMEL, COMPOUND-TROLLEY	000000	23.47
		I-1901-005530	610-4361-426	SUPPLIES GALV ELBOWS - TROLLEY	000000	11.98
01-0619	TWILIGHT FIRST AID & SA	I-25006	610-4361-426	SUPPLIES 1ST AID CRM, LENS CLEANERS-TROL	000000	25.90
01-0782	JACOBS PRECISION WELDIN	I-25637	610-4361-426	SUPPLIES SIGN HOLDERS - TROLLEY	000000	279.20
01-1626	SERVALL UNIFORM AND LIN	I-0138598	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	103.30
		I-0144577	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	103.30
01-3060	QUIK SIGNS	I-25557	610-4361-426	SUPPLIES 6 SIGNS FOR TROLLEY	000000	216.95
01-4286	TCF EQUIPMENT FINANCE	I-02/01/19	610-4361-434	MACHINERY/EQU #300 TROLLEY	000000	3,133.62
		I-02/01/19	610-4361-434	MACHINERY/EQU #301TROLLEY	000000	3,133.62



PACKET: 04569 COMBINED - 2/5/19

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4286	TCF EQUIPMENT FINANCE	continued				
		I-02/01/19	610-4361-434	MACHINERY/EQU #303 TROLLEY	000000	3,133.62
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	10,866.35
-----						
01-3838	VAST BROADBAND					
		I-TELEPHONE 01/16/19	610-4362-428	UTILITIES PARKING RAMP	000000	145.49
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	145.49
-----						
			FUND 610	PARKING/TRANSPORTATION	TOTAL:	17,865.57
				REPORT GRAND TOTAL:		230,115.29


Since righting that letter nothing has changed.

I've had a couple of commissioners, Bob Nelson Jr., Ron Green and adjacent property owner present when viewing the corner in question, more than once. There was a lot of talk, but no action.

I had support from some, but not all, "those" acted like I didn't know what I was talking about.

I'll remind you, I built that road without any support from the City. I've hauled hundreds of tons of gravel to make it a good solid road, again without support from the City and that should have been the responsibility of the City.

I've talked and talked without getting any answers. There has to be a solution and there is. When the City brings water and sewer up to corner, they can do the appropriate grading to make this work. If that is not done I will continue to have problems. Which I have had over the years. I've slid off the road many times going up or coming down. Hitting the bank going up isn't so bad but coming down is a different story. I have a couple of photos showing what I mean.


Rec'd  
1/18/19  
2 p.m. 

Then a couple of years ago the City put up a wall using large concrete blocks, right along side of the road. I told them that "now I have something to hit" instead of the dirt bank. It was bound to happen sooner or later when the conditions are right and it did. The first time with the plow truck with no damage. The second time with my pickup, again no damage. The last time was Dec. 1<sup>st</sup>, this time there was damage. It scraped the hole side of my truck, braking my mirror and knocking the tail light out of the finder, braking the attachments. I brought this to the attention of Ron Green and Dave Ruth Jr. . I was informed to bring a claim against the City. The first thing was to get an two estimates. The first one just said the amount of damage was more then the value of the truck. The second was more detailed, it was over \$6200, again more then the value of the truck. Of course I don't expect to repair body damage but I do want my mirror and tail light replaced. The light is \$60. 09 and the mirror is \$25.00. The insurance adjuster for the City denied my claim. Saying when he looked at the road he couldn't see anything wrong, this was weeks after the damage was done.

So if your wondering what the ---- I want ,it's this, I want my mirror and tail light fixed. Because his was NOT my fault. Next is change the grade on that corner. That all can be done when the water and sewer lines are brought up the road. The other is when I finish digging the bank, behind the block wall, there will be no reason to have that part of the wall, so parts of it can come out.

I don't believe I'm asking to much from the City I think I have paid enough taxes on my property to cover my request. I do want to get something from paying my taxes because I sure didn't get any fire protection.

I have photos of when I've slid off the road and of how the City plows or maintains the road. You can look at these when ever.

Sincerely  
  
Ron Robley

JR Raysor  
Public Works director  
Charles Tuberville  
Mayor

Dear sirs:

Thank you for the letter of April 11 2014. I was happy to hear that you were able to accompany Mayor Tuberville to the area of the banked slope on the street corner of Wabash Av..The road conditions at that time were nothing compared to the conditions that I have had to deal with. I have had more trouble getting to my property after you changed that corner then I've had in the 35 years after I built that road! That corner was built that way for a reason! I feel you do not understand that nor willing to work out a solution. I believe that I requested my presents when you were going to look at the situation with the road, I was not notified. I should have been notified before you even started paving.

You understand me correctly , I am not happy with that corner. I also do not believe that SDDOT design standards apply to that corner. With the runoff being directed to the southeast side of the road above the corner there is no need to bank that corner. What little runoff there is at that point is not going to cause hillside erosion nor extraneous runoff into the adjacent home owner, which is why that corner was altered, at there request. What runoff that can be encountered can easily be controlled on there own property without banking the road. That is another reason I am not happy, they get what they want and I get nothing. They are here 4 to 5 times a year, I go up there daily, year around. As for the sediment that builds up in the storm drain that is mostly sand that you put on the road. When you finely did something to the road to alter the banking past the end of the pavement, that filled in the drainage ditch with dirt.

What that causes is a washout of that dirt, which is a mistake on your part, that will cause sediment to enter the storm drain. That ditch was working fine before that and not a detriment to the storm drain.

When we visited last, I did indicate I did have trouble traversing that turn. When I'm pulling my boat up the hill with as little as 2 to 3 inches of snow on the road, I have slid off and got stuck, not once but twice. I have slid off with the plow truck more times in a year than ever, even trying to back up can be impossible. Whether it be with the truck and boat or the plow truck or any other vehicle, I have had trouble traversing that corner. I did not have that problem before you changed that corner. When I talked to the staff, they indicated to me, that I was right in my views. I've known them all their lives. Thank you for offering to extend your range of plowing up to the next corner, that won't be necessary, as this can make it harder for me to clear snow off. What happens is when you make a pass down, it's in the middle of the road, leaving a berm on both sides of the road. This covers the drainage ditch and is harder to clean off. After time it turns to ice and is impossible to clean out causing runoff to flow out of the drainage and onto the road. As far as asphalt, any further, remember what this about? I want 15 feet of asphalt removed why would I want it any further up the road! NO, I do not want it asphalted any more! You say with the additional asphalt you would be able to reduce the transition bump at the asphalt and gravel? I don't believe you would eliminate that bump at the corner, but if you were, I would be more than willing to go over any ideas that you may have. I have ideas of my own, after 35 years, I should have.

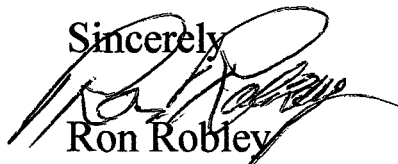
As a life time resident here I've always had nothing more, than my neighbors concerns in mind. I had a burnt tree get blown off my property and hit my neighbors garage and two cars. I did the repairs, bought him a new car and paid the deductible on the other car.

So, the last thing I want is to jeopardize my neighbors. If there is a logical and technically sound solution to this situation that satisfies all parties involved, I am more than willing to work something out. If we don't, then we have a problem.

I did tell Mayor Turbiville that I wanted water and sewer brought further up the road, I didn't say to the gate but to the next corner. As far as talking with Donovan about where the line ended he wasn't sure where it was, I think he was going to find out. Going back to the 90's, I don't think I was even notified about when the neighbors were getting hooked up to water or sewer, it was over before I even noticed, there was other excavation work going on at that time. I don't remember talking with Donovan about my agreeing to anything as far as where to stub the lines. If I would have said any thing at all it would have been to make sure I can still get access to the water and sewer lines.

There won't be a contractor because I will be doing the work myself and I know where I want them to end. My idea is not going to require paving the entire road to protect the valve and curb stop, that's a craze idea. I'm using ground up asphalt now and that works fine.

That corner is not only a pain in the winter but in the summer. Going up or down with the motor home it feels like it's going to tip over. With the motor home going up the hill there is only one speed, as fast as it can go.

Sincerely  
  
Ron Robley

April 11 2014

Mr. Ron Robley  
9 Charles St.  
Deadwood, SD 57732

Dear Mr. Robley:

At your request I accompanied Mayor Turbiville up Wabash St. to the area where you would like the city to reconsider the banked slope we placed on the city street prior to the gate entrance to your property. Our site visit occurred in the AM when there was still some ice on the road from the previous days melting. I did not experience any problems making the turn, traveling up or down, and in fact remained in two wheel drive.

I understand that you are not happy with the approach we took to direct runoff to the southeast side of the road on that corner. The bank off that corner is not excessive by SDDOT design standards. The primary purpose for the bank was to reduce hillside erosion, and protect the adjacent home owners from extraneous run-off. It also assists in limiting the amount of sediment that enters the storm sewers located further down Wabash St...

When you and I visited on this issue you indicated it was hard for you to traverse this turn. Neither I nor any of my staff have found that to be the case under any and all weather conditions. If it is detrimental to your plowing the property you own beyond the gate, we would be willing to extend the area we plow and sand to the next turn, or to the first flat area beyond your gate. We would also be willing to complete the asphalt all the way to your gate which is the limit of the city owned street, if you feel that would assist you in any way. Doing the additional asphalt would allow us to direct the water by starting the slope further up the hill and may by a few degrees reduce the bank at the last curve prior to the downhill residences. It would also eliminate the transition bump from gravel to asphalt located at the corner.

As a city street we are required to look at all the residents and provide for their safety and well-being. Your concerns are included in this process and we would be willing to pave further if it makes it better for you. What we cannot do is allow water to jeopardize the property homeowners at the bottom of that turn when a logical and technically sound option is available.

Mayor Turbiville also indicated that you wanted the city to bring water to your gate. My water superintendent, Donovan Renner, indicated that when the street was done in the 1990's you were agreeable to where it was stubbed at that time. Regardless of previous conditions, we would be happy to bring water and sewer to your gate and tie on to your property water line and sewer. Please provide us with the plans identifying the location that the contractor anticipates he will locate the lines. Understand however once we have a valve and curb stop located in the street we would pave the entire street to keep gravel and grit from entering those extenders.

Sincerely,

jR Raysor – Public Works Director

cc: Mayor Charles Turbiville



LA  
**INVOICE**

Requested By :  
Customer ID :  
Department :

[illegible]

SUBTOTAL	\$ 15,000.00
TAXABLE	-
TAX RATE	
TAX	\$ -
S & H	
OTHER	
<b>TOTAL</b>	<b>\$ 15,000.00</b>

Make checks payable to  
**Northern Hills Recreation**

LoB

**GREAT FUTURES START HERE.**



**BOYS & GIRLS CLUBS  
OF THE BLACK HILLS**

**HILL CITY | HOT SPRINGS | LEAD-DEADWOOD**

January 21, 2019

City of Deadwood  
102 Sherman St  
Deadwood, SD 57732

Dear Jessica,

I want to extend our appreciation to you and the City Commissioners for your continued support of our programs in 2019.

I've enclosed an invoice for your records for payment. If you need an additional voucher signed please feel free to contact me at 605.391.7448 or [director@bgcblackhills.org](mailto:director@bgcblackhills.org). I will be happy to stop in.

Thank you again. Have a great week!

All the best,

Lisa Sagdalen  
Chief Executive Officer  
Boys & Girls Clubs of the Black Hills

Boys & Girls Clubs of the Black Hills

Hill City, SD 57745-0677

# Invoice

Date	Invoice #
1/14/2019	

Bill To
City of Deadwood 102 Sherman St Deadwood, SD 57732

P.O. No.	Terms	Project

Description	Class	Amount
2019 Allocation	Program Services	12,500.00
<i>Thank you!</i>		<b>Total</b> \$12,500.00
		<b>Payments/Credits</b> \$0.00
		<b>Balance Due</b> \$12,500.00

Phone #
605.574.2010

60C

AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 22, 2019 ("Effective Date")

between

City of Deadwood, Deadwood, South Dakota ("Owner")

and

Affordably Creative Engineering Services Inc. (ACES) ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Deadwood Upper Main St & Hwy. 14 Intersection, Deadwood, South Dakota ("Project").

Civil Engineering Design Services for the intersection modifications at Upper Main Street and Highway 14. This shall intersection shall be reconfigured based on past issues and safety concerns. ACES has attached a map to this Agreement (Exhibit 1) showing the possible improvement concept and location. Most of the improvements would be located within the South Dakota Department of Transportation (SDDOT) Right-of-Way and ACES shall coordinate with the SDDOT during the design process.

ACES services as listed below would bring the design to a complete bid package.

Engineer's Services under this Agreement are generally identified as follows:

Investigative Services

- Topographic Survey of Property/project area and Right-of-Way

Design Services

- Provide a concept plan to the City of Deadwood for review and comment
- Prepare Demolition Plan
- Prepare Improvement Plan
- Prepare General Notes and Specifications
- Prepare Detail Sheets
- Prepare Striping Plan
- Prepare Complete Bid Package

- Provide Design Interpretation and Clarification
- Provide an Engineer's Estimate

All design work will meet City of Deadwood Standards.

Excluded Services:

- Geotechnical testing with report
- Bidding Services
- Construction Administration

Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner in writing, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 8.01 and 8.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period:

Notice to Proceed (Commission Meeting)	January 22, 2019
Topographic Survey Complete	February 19, 2019
Preliminary Design Submitted to City Staff (and SDDOT)	March 18, 2019
City Review and Comment Period	March 19-April 1, 2019
Final Design Submitted to City Staff	April 22, 2019
City Review and Comment Period	April 23-May 7, 2019
Construction Documents Complete	May 21, 2019

- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 12 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days

after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

### 3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.



- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Engineer (1) waive against Owner, and employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability under this Agreement shall be limited to Engineer's total liability coverage which shall not be less than \$1,000,000.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to



identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

**6.01**    *Dispute Resolution*

- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

**7.01**    *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**8.01**    *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
  - 1. A Lump Sum amount of \$ 9,200.00  
(Nine Thousand, Two Hundred Dollars and No Cents)  
plus applicable taxes.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

- 8.02**    *Additional Services: For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates and reimbursable expenses are attached as Appendix 1.*

Attachments: Appendix 1, Engineer's Standard Hourly Rates.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: The City of Deadwood

ENGINEER: Affordably Creative Engineering  
Services, Inc.

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

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

Print: \_\_\_\_\_

Print: Leah M. Berg, P.E. \_\_\_\_\_

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

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

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

Date Signed: January 23, 2019 \_\_\_\_\_

Address:

Address:

102 Sherman Street

324 St. Joseph Street, Suite 200

Deadwood, SD 57732

Rapid City, SD 57701

Phone/Fax: 605-578-2600 / 605-722-0786

Phone/Fax: 605-545-1120 / 605-716-1144

Email: mayor@cityofdeadwood.com

Email: LBerg@proacesinc.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated January 23, 2019.

**Engineer's Standard Hourly Rates**

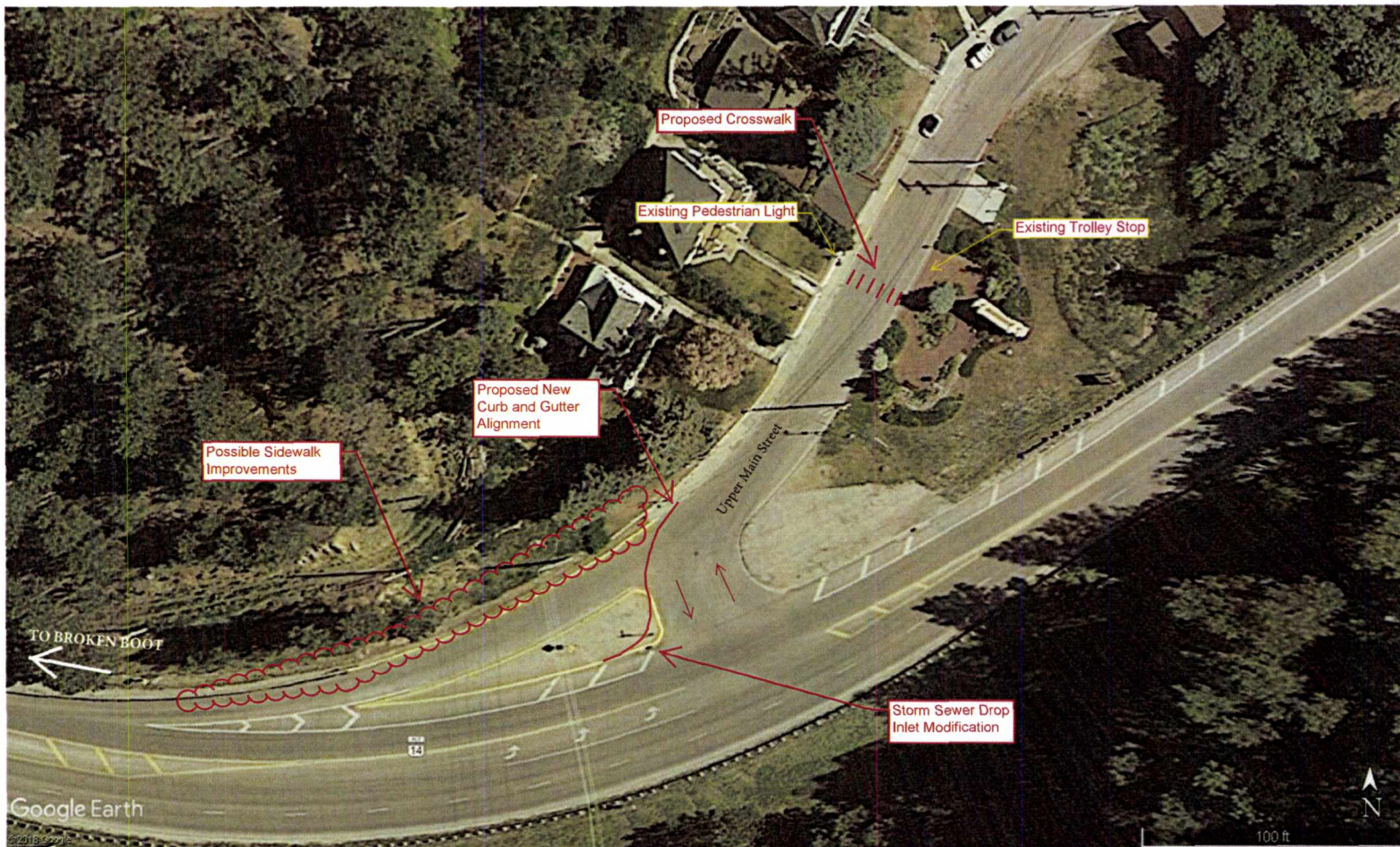
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A. *2019 Standard Hourly Rates for City of Deadwood:*

<u>ACES Staff</u>	<u>Hourly Rate</u>
Principal Engineer / PE	\$ 135.00
Project Engineer / PE	\$ 105.00
Site Designer	\$ 95.00
Engineer / EIT	\$ 85.00
Drafting	\$ 65.00
Clerical	\$ 30.00

No additional charge for reimburseables.

## EXHIBIT 1: PROJECT MAP







DEADWOOD PUBLIC LIBRARY  
435 Williams Street  
Deadwood SD 57732-1113  
Phone (605) 578-2821

60

January 16, 2019

Mayor David Ruth  
Deadwood City Commission  
102 Sherman Street  
Deadwood SD 57732

Dear Mayor Ruth,

The Library Board recommends the reappointment of Dawn Burns and Raul Ponce de Leon to the Library Board, each for a three year term to expire 12-31-2021. They have been valuable Board members and library advocates.

Sincerely,

Jeanette Moodie  
Director

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## **Resolution 2019-04**

### **A RESOLUTION TO ESTABLISH CASH DESIGNATIONS**

Be it resolved by the Deadwood City Commission that the City of Deadwood approved the establishment of cash reserves in the following funds for future capital expenditure purposes per SDCL 9-21-14.1 as of December 31, 2018:

<b>General Fund Designated for Equipment Replacement-</b>	
<b>Streets Department</b>	<b>\$ 60,000.00</b>
<b>Parks Department</b>	<b>\$ 12,000.00</b>
<b>General Fund Designated for Fire Truck:</b>	<b>\$ 348,509.00</b>
<b>Business Improvement District #7 Designated for Convention Center:</b>	<b>\$ 366,684.80</b>
<b>Parking and Transportation Designation for Trolley Replacement:</b>	<b>\$ 181,168.00</b>

Dated this 4th day of February, 2019.

City of Deadwood

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

ATTEST:

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

LeN

**Rapid Spa**  
141 E Omaha St  
Rapid City, SD 57701

# Sales Order

Sales Order ID: 17996  
Customer ID: 10966  
Employee ID: ChrisH  
Ordered: 1/28/2019  
Invoiced:  
Distribution: POS

Deadwood Rec. Center  
John Tridle  
105 Sherman Street  
Deadwood, SD 57732

**Ship To:**  
Deadwood Rec. Center  
John Tridle  
105 Sherman Street  
Deadwood, SD 57732  
Cell (605) 580-1497  
Home (605) 578-3729

Qty	Item	List Price	Unit Price	Discount	Total
1	211178110601.18 - SPA, SALINA PEARL ESP SPKR \$1500 Trade Credit for Jacuzzi Spa	\$10,998.99	\$10,998.99	-\$1,563.59	\$9,435.40
1	76066 - PROLIFT IV	\$399.00	\$399.00		\$399.00
1	74590 - STEP, POLYMER ESPRESSO	\$299.00	\$299.00		\$299.00
1	SPA DELIVERY - Spa Delivery	\$350.00	\$350.00		\$350.00
1	301757 - SUBPANEL, 220V CALDERA. 20A/30A	\$499.00	\$499.00		\$499.00

**Deposits / Invoices**

Terms: Cash On Delivery

01/28/2019 Applied Credit \$1,500.00

Sub Total	\$10,982.40
Taxes	\$0.00
Total	\$10,982.40
Deposits	-\$1,500.00
Invoices	\$0.00
Order Balance	\$9,482.40

**Serial Numbers**

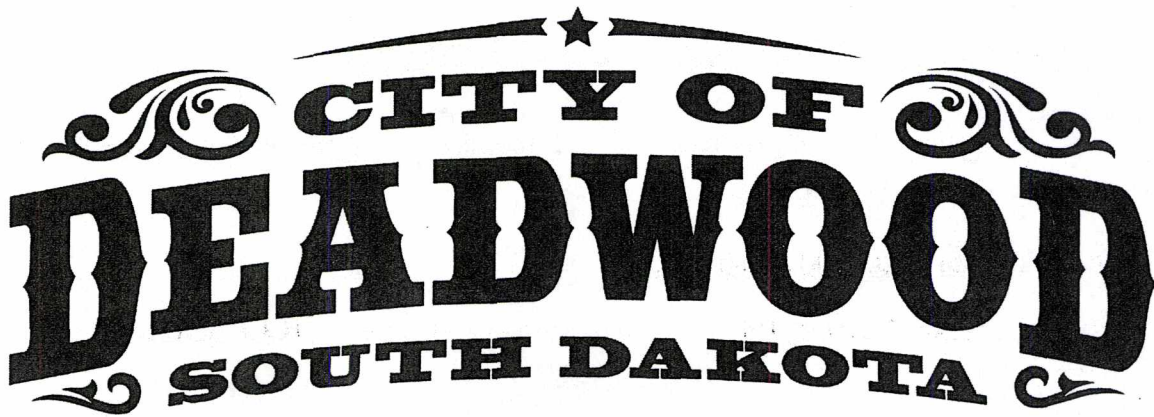
211178110601.18 - Spa, Salina Pearl Esp Spkr      Main      11/18/2018      SAA4W1111

141 E Omaha St, Rapid City, SD 57701, (605) 348-0520, Fax: (605) 342-3154, relax@rapidspa.com



Wednesday, January 30, 2019, 12:09:58 PM  
Printed By chrish

Accepted \_\_\_\_\_ Date \_\_\_\_\_  
Received By \_\_\_\_\_ Date \_\_\_\_\_



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

SALEEN NATIONALS JUNE 29<sup>TH</sup> 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: SALEEN NATIONALS

Event Date(s): 6-29-19 Total Anticipated Attendance: 100 CARS  
(month, day, year)

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

Actual Event Hours: (from): 8 AM AM / PM (to): 4 pm AM / PM

Location / Staging Area: WELCOME CENTER PARKING LOT

Set up/assembly/construction Date: 6-29-19 Start Time: 8 AM AM / PM

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

CLOSE PART OF WELCOME CENTER PARKING LOT

Dismantle Date: 6-29-19 Completion time: 4 pm AM / PM

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

WELCOME CENTER PARKING LOT

- 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: MUSTANG RALLY

Chief Officer of Organization (NAME): FRANK LAWTON

Applicant (NAME): SARAH KRUGER Business Phone: (605) 578-1876

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

Daytime phone: (605) 578-1876 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.

FRANK LAWTON

605-393-7865

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

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

Contact person "on site" day of event or facility use FRANK LAWTON Pager/Cell #: 393-7866

(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:

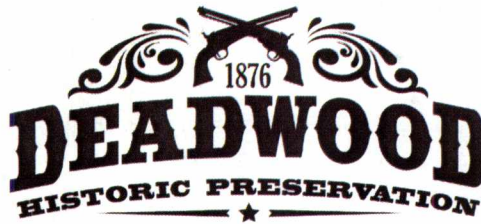
SALEEN NATIONALS / CAR SHOW

SAT JUNE 29<sup>th</sup> 2019

REQUEST TO CLOSE PART OF WELCOME CENTER PARKING LOT

8 - 4pm

100 CARS



## MEMORANDUM

---

**Date:** February 1, 2019  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** RFP History and Information Center

---

The Historic Preservation Office with approval of the Historic Preservation Commission and City Commission issued a Request for Proposal (attached) for the "Deadwood History and Information Center Exhibit Design and Construction Services" projects. This went out to dozens of firms around the nation with a deadline of January 24, 2019.

We received only one proposal from Split Rock Studios, who was the lead firm on the development of the exhibits for the new Deadwood Welcome Center. Staff would recommend moving forward with this firm on the project since we have had a good experience with them on the previous project.

The Historic Preservation Commission has budgeted and set aside \$75,000 in 2017 and again in 2018. These funds were not expended and reside in our reserves. We once again budget \$75,000 for 2019 for this project leaving us a budget of \$225,000. The City Commission will need to supplement our budget from reserves in 2019 to allow the project to move forward.

The Historic Preservation Commission is recommending to the City Commission to enter into a contract with Split Rock Studios in the amount of \$180,000 and proceed with this planned project.

### ***Recommended Motion***

*Move to enter into a contract with Split Rock Studios for the Deadwood History and Information Center Exhibit Design and Construction Services not to exceed \$180,000 and to supplement the Historic Preservation budget from reserves and proceed with the planned project.*

## NOTICE TO EXHIBIT DESIGNERS

---

The City of Deadwood, Deadwood, South Dakota, will receive proposals at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, until 2:00 p.m., MT, on January 24, 2019, to submit the **"Deadwood History and Information Center Exhibit Design and Construction Services"** request for proposals (RFP) for the City of Deadwood. The RFPs will be opened after 2:00 p.m., on January 24, 2019 with results presented to the City Commission during the regularly scheduled City Commission meeting scheduled for Monday, February 3, 2019.

The request for proposal for this project may be obtained electronically, by mail or directly from the Planning, Zoning and Historic Preservation Office at 108 Sherman Street, Deadwood, South Dakota, 57732. Contact Mr. Kevin Kuchenbecker, Historic Preservation Officer, at 605.578.2082 with any questions or comments.

A Pre-Proposal Conference is scheduled for Tuesday, January 8, 2019 at 10:00 a.m. MT, onsite at the Deadwood History and Information Center located at 3 Siever Street in Deadwood.

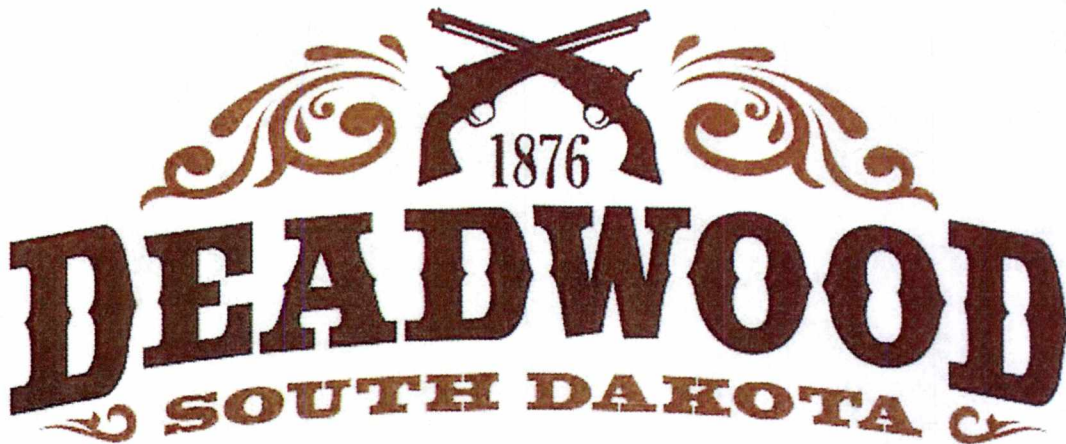
RFP's must be submitted in a sealed envelope clearly marked **"Deadwood History and Information Center Exhibit Design and Construction Services"**. Proposals may be mailed or delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood reserves the right to reject any and all bids.

Dated this 10th day of December 2018.

---

Jessicca McKeown  
Finance Officer  
City of Deadwood

Publish BH Pioneer: December 12 and 19, 2018.



## **REQUEST FOR PROPOSAL**

**THE CITY OF DEADWOOD  
AND DEADWOOD HISTORIC PRESERVATION COMMISSION**

**DEADWOOD HISTORY AND INFORMATION CENTER  
EXHIBIT DESIGN AND CONSTRUCTION SERVICES**

***Kevin Kuchenbecker  
Historic Preservation Office***

This proposal solicitation document is prepared in a Microsoft Word (Office for Windows) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the City of Deadwood.

## NOTICE TO PROPOSERS

There may be one or more amendments to this proposal solicitation. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to the City of Deadwood. Please send this information to Kevin Kuchenbecker via fax at (605) 578-2084 or by e-mail at: [kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

**The City of Deadwood will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.**

RFP Name	Deadwood History and Information Center Exhibit Project
Company name	_____
Mailing address	_____ _____ _____
Phone number	_____
Fax number	_____
Contact person	_____
E-mail address	_____

Send amendments by (check one): ☐ fax  
☐ e-mail

E-mailed amendments will be sent in a PDF format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the City of Deadwood.

Amendments also will be posted on the City of Deadwood web site (<http://www.cityofdeadwood.com>) in a PDF format.

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**Request for Proposals  
Deadwood History & Information Center  
Exhibit Design and Construction Services**

**1. Introduction/Overview**

**A. Purpose/Objective**

The Deadwood Historic Preservation Commission (hereafter, HPC), has issued this Request for Proposal for the sole purpose of obtaining responsive proposals from a consultant/team to provide design, fabrication and installation services for an exhibit at the Deadwood History & Information Center, located at 3 Siever Street, in Deadwood, South Dakota.

The successful design team will also provide basic construction administration for the project. HPC reserves the right to negotiate expanded construction administration services with the successful design team.

The exhibit design shall include but are not limited to the following:

- Story board/exhibit narrative, layout, and artwork
- Design, fabrication and installation of semi-permanent exhibit space
- Integration of 1876 diorama of Deadwood's Main Street
- Integration of restored luggage cart
- Integration of historic photographs, ephemera, and objects from City collections
- Design and installation of exhibit cases, museum mounts, and fixtures allowing opportunity to rotate artifacts
- Appropriate lighting and UV protection
- Audio and visual effects, where applicable
- Text panel and label development

If awarded, the contract is anticipated to commence on February 5, 2019 or the date the contract is signed and filed in the Finance Office of the City of Deadwood. The performance period will commence upon contract execution and continue through completion of fabrication and installation activities of the improvements by September 2, 2019.



## **B. Background**

The City of Deadwood desires to develop a series of semi-permanent, changeable and interactive exhibits at the Deadwood Information & Visitor Center (3 Siever Street). The focal point will be the 593 square feet interpretive space. Also included in the project will be the informational station (reception desk), conductor's office exhibit area, men's waiting room area and Baggage Room interpretive area.

The Deadwood History & Information Center is incorporated into the restored 1897 Chicago & Northwestern Passenger Depot. The depot is contributing structure within Deadwood's National Historic Landmark. Architectural plans are attached as **Appendix A**.

In 1992, a series of permanent exhibits designed by the National Park Service were installed in the proposed areas. Currently, the visitor center contains an assortment of permanent and temporary exhibits, informational videos, sitting area, and is staffed by one to two Information Specialists throughout the year. The visitor center receives approximately 48,000 visitors annually.

The City of Deadwood owns and maintains the building. Two entities, the Historic Preservation Office and the Deadwood Chamber of Commerce share responsibility for its administration and care. The Historic Preservation Office is responsible for the physical maintenance and security of the property, while the Deadwood Chamber of Commerce oversees the Information Specialists.

In 2017, the City of Deadwood constructed a new welcome center on lower Main Street which provides information to visitors. In this facility, there are 3,200 square feet of exhibit space. The updated exhibit space in the History & Information Center should complement the Welcome Center. The style guide and exhibit is attached as **Appendix B**.

It is the desire of the Historic Preservation Commission to incorporate a recently acquired diorama of Deadwood's Main Street, circa 1876. Information, dimensions, and photographs are in **Appendix C**.

## **C. Inquiries**

Direct questions related to this RFP please contact Kevin Kuchenbecker, and submit such questions in writing. Include the RFP name, page, and paragraph number for each question.

If you mail the questions to the City of Deadwood, do not place the RFP name on the outside of the envelope containing questions, as it may be improperly identified as an envelope with a sealed proposal and may not be opened until after the official RFP due date.

Send all questions by fax or e-mail to Kevin Kuchenbecker at the Historic Preservation Office, by fax at (605) 578-2084 or via email at:

[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com) Firms must clearly understand that the only official answer or position of the government will be the one stated in writing. For general questions, call (605) 578-2082.

#### **D. Method of Source Selection**

The City of Deadwood is using a qualification based selection with overall price/value to the City of Deadwood as a contributing factor in the selection for this procurement.

An award, if made, will be made to the responsible firm whose proposal is most advantageous to the City of Deadwood, taking into consideration overall qualifications, project approach, price and the other factors set forth in this Request for Proposal. The City of Deadwood will not use any other factors or criteria in the evaluation of proposals received.

The City of Deadwood may, as it deems necessary, conduct discussions with responsible firms determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

#### **E. Pre-Proposal Conference and Site Visit**

A Pre-Proposal Conference will be held on **January 8, 2019 at 1:00 P.M., at the History & Information Center, 3 Siever Street, Deadwood, SD 57732**. The City of Deadwood urges all prospective firms to attend, but attendance is not mandatory. This conference will be the only pre-proposal meeting held for the benefit of prospective proposers. All prospective proposers are strongly encouraged to conduct a site visit to the Visitor Center to familiarize themselves with the project and the scope of work.

**F. Minimum (General) Criteria the City of Deadwood Will Use to Determine the “Responsibility” of Each firm**

- Does the firm possess the ability, capacity and skill to provide the service?
- Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes in a timely fashion?
- Does the firm have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- Has the firm or its team members performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract the City seeks to establish through this RFP?

**G. Projected Timetable**

The following projected timetable should be used as a working guide for planning purposes. The City of Deadwood reserves the right to adjust this timetable as required during the course of the RFP process.

- |   |                               |
|---|-------------------------------|
| • RFP Issued                                      | December 10, 2018             |
| • Pre-Proposal Conference                         | January 8, 2019               |
| • Deadline for submittal of questions             | January 15, 2019              |
| • Proposals Due                                   | January 24, 2019              |
| • Complete Evaluation of Proposals (Short List)   | January 24 – February 3, 2019 |
| • Complete Contract Negotiations/Execute Contract | February 4, 2019              |

**2. General Description of Required Performance Outcomes**

The Proposer(s) shall facilitate and enable:

- Prepare schematic design package for overall exhibit layout.
- Preparation of a comprehensive construction document package
- Assistance and guidance through the project;
- Basic Construction Administration services with Expanded Construction Administration Services negotiated at the City of Deadwood's option;
- The lowest total cost and best value for the City of Deadwood;
- Produce the most efficient and cost-effective business operations for the City of Deadwood.

### **3. Requirements of the Consultant**

#### **A. Task 1 – Preliminary & Final Design Services**

This contract consists of all services necessary to take the project through the Preliminary and Final Design Services, and shall include the following itemized services.

1. Provide Preliminary and Final Design services.
2. Work with Historic Preservation Office to develop a proposed budget for the anticipated project.
3. Prepare progress submittals at 50%, 90% and 100% of completion for review & comment by the Historic Preservation Office and other applicable City of Deadwood Staff.
4. Revise preliminary and final design to address City Staff comments.
5. Prepare Opinion of Probable Costs at 50% and 100% Progress Submittals.
6. Attend meetings and make presentations with the City of Deadwood, its staffs, community groups, and government officials, including the Mayor, administrative staff and Commission members, to address project progress.

#### **B. Task 2 – Pre-Production Requirements**

1. On-site inspection of exhibit space for installation
2. Create shop drawings with fabrication details for all exhibit structures, including technical specifications
3. Create graphic production files for review, corrections, and approval
4. Provide samples/models/prototypes for approval
5. Prepare audiovisual programs for review and approval as determined
6. Specialty items: create original art, image acquisition, AV programs and interactives production, artifact preparation, artistic fabrication, etc.
7. Provide detailed production and installation schedule
8. NOTE: Long lead time items, such as media, sculpture, and dioramas may be fast-tracked into production. This is only done with client approval.

City of Deadwood reviews drawings and samples, provides authorization to proceed to fabrication.

**C. Task 3 – Production Requirements**

1. Fabricate all components based on approved design and/or construction drawings
2. Weekly in-house meetings with fabrication personnel, estimator, project manager, and production director to ensure each element is on-budget and on-schedule
3. Produce graphics
4. Perform regular inspection of exhibit components
5. Provide regular progress reports
6. Gain approval for elements developed during this phase
7. Perform ongoing supervision of subcontractors
8. All audiovisual programs produced

City of Deadwood reviews progress on digital images, written reports, and attends (optional) on-site review meetings.

**4. Consultant Personnel Requirements**

- Provide one point of contact (Project Manager) for the Contract. This person will meet regularly or at determined review times with HPC staff for review and approval of Construction Documents and other related items.
- Resumes for all key personnel with the firm and/or team who are assigned to this project.
- The firm(s) selected shall either have full in-house capabilities to perform the typical tasks listed or satisfactory sub-contractors arrangements to provide for the necessary consultant services. Responses to this RFP must include a list of the sub-contractors each firm proposes to use, including references. A list of the proposed sub-contractors, approved by the City of Deadwood, will be made a part of the Contract between the City of Deadwood and the awarded contractor.

**5. Consultant Responsibilities**

- Present a project schedule with a breakdown of tasks and deliverables.
- State your targeted completion date.
- Provide a printed set of construction documents and technical specifications.
- Generate four (4) complete sets of documents during the various submittal levels for review and comment from City Staff.
- At project completion, provide all project data in both hardcopy and digitally to the City of Deadwood for their records including copyright release.

## **6. City Responsibilities**

Upon written request, the City of Deadwood will furnish City information, including but not limited to: data, reports, and maps identified and deemed necessary to complete the work by the Contractor (provided there is no significant cost to the City to fulfill the request).

The City of Deadwood will cooperate and support the contractor in every way possible to carry out the planned work, providing that the needs of the Contractor for each support are made known to the City in a timely fashion.

Historic Preservation is the department contact for the exhibit, design, and fabrication of the project.

## **7. Reporting Requirements**

The Contractor is to report at a minimum on a monthly basis to the applicable City departmental personnel both verbally and in writing the details of the on-going progress of this contract.

## **8. City's Right to Inspect**

The City shall have the right to inspect any facility or project site where the services performed under the resultant contract are performed.

## **9. Terms and Conditions of Contract for Services**

A contract resulting from this RFP shall be subject to the terms and conditions set forth in a Contract for Services.

## **10. Instructions for Proposal**

### **A. Compliance with the RFP**

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

### **B. Acknowledgment of Insurance Requirements**

By signing its proposal, firm acknowledges that it understands the insurance requirements of the City of Deadwood. All persons or entities contracting with the city to provide materials, labor, or services for the city are required to provide written proof of liability insurance in an amount of at least one million dollars (\$1,000,000.00). Firm also understands that the evidence of required insurance must be submitted within fifteen (15) working days following

notification of its offer being accepted; otherwise, the City may rescind its acceptance of the firm's proposal.

**C. Delivery of Proposals**

All proposals are to be delivered before **2:00 p.m.**, Deadwood local time on **January 24, 2019** to:

City of Deadwood  
Department of Historic Preservation  
Attn: Kevin Kuchenbecker  
108 Sherman Street  
Deadwood, SD 57332

**The City will not accept any proposals received after 2:00 P.M. and shall return such late proposals to the firm.**

**Proposers must submit one (1) (Original), and four (4) copies of the proposal response.**

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of the Proposers will be read aloud.

List the Proposal Name on the outside of the box or envelope and note "Request for Proposal enclosed."

**D. Evaluation of Proposals (Procedure)**

The City will first examine proposals to eliminate those, which are clearly non-responsive to the stated requirements. Therefore, firms should exercise particular care in reviewing the Proposal Format required for this RFP.

The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the City may request discussions with firms, carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed proposers.

The City reserves the right to contact any and all references to obtain, without limitation, information regarding the firm's performance on previous projects. A uniform sample of references will be checked for each short-listed firm.

The City of Deadwood reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the City of Deadwood or a submission of a proposal to the City of Deadwood offers no rights upon the firm nor obligates the City of Deadwood in any manner.

The City reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the City. Any such waiver shall not modify any remaining RFP requirements or excuse the firm from full compliance with the RFP specifications and other contract requirements if the firm is awarded the Contract.



In order to complete the evaluation process faster, list the name, address, phone number, fax number, and email address of the person capable of answering any questions that may arise during the evaluation process. The following information shall be included in the RFP.

**(Please Print or Type)**

Company name	_____
Attention	_____
Address	_____
City, ST Zip	_____
Phone number	_____
Fax number	_____
Contact person	_____
E-mail address	_____

**E. Ambiguity, Conflict, or Other Errors in the RFP**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the Historic Preservation Office of such error in writing and request modification or clarification of the document. The City of Deadwood will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the City of Deadwood.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

**F. Proposals and Presentation Costs**

The City of Deadwood will not be liable in any way for any costs incurred by any firm in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

**G. Rejection of Proposals**

The City of Deadwood reserves the right to accept or reject in whole or in part any or all proposals submitted. The City of Deadwood shall reject the proposal of any firm that is determined to be non-responsive. The unreasonable failure of a firm to promptly supply information in connection

with respect to responsibility may be grounds for a determination of non-responsibility.

#### **H. Acceptance of Proposals**

The City of Deadwood shall accept all proposals that are submitted properly. However, the City reserves the right to request clarifications or corrections to proposals.

#### **I. Requests for Clarification of Proposals**

Requests by the City for clarification of proposals shall be in writing. Said requests shall not alter the vendor's pricing information contained in its cost proposal.

#### **J. Validity of Proposals**

All proposals shall be valid for a period of ninety (90) days from the opening date of the Request for Proposal.

#### **K. Response Format**

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a firm to include all listed items may result in the rejection of its proposal.

- **Section I, Management Summary**

Provide a cover letter indicating the underlying philosophy of your firm in providing the service. Also include a brief history of your firm or firm profile.

- **Section II, Project Approach**

Describe in detail how the service will be provided.

- **Section III, Compensation and Cost Data**

Provide the cost breakdown for which your firm will provide the work described in this Request for Proposal.

- **Section IV, Corporate Experience and Capacity**

Provide information which documents your firm's and consultants' qualifications to produce the required outcomes, including its ability, capacity, skill, financial strength, and number of years of experience in providing the required services.

- **Section V, Key Personnel**

Attach resumes of all key members of the Contractor's team including sub-contractors that are to provide services to this contract.

- **Section VI, Past Work Examples**

Provide three (3) similar past projects and include a description and pictures, for the projects completed during the past five years of similar size and scope. The services provided to these clients shall have characteristics as similar as possible to those requested in this RFP. Information provided for each client shall include the following:

- Client name, address, and current telephone number
- Description of services provided
- Time period of the project or contract
- Client's contact reference name and current telephone number

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal, or cancellation of the contract and your suspension or debarment from further business with the City of Deadwood.

- **Section VII, Acceptance of Conditions**

Indicate any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP.

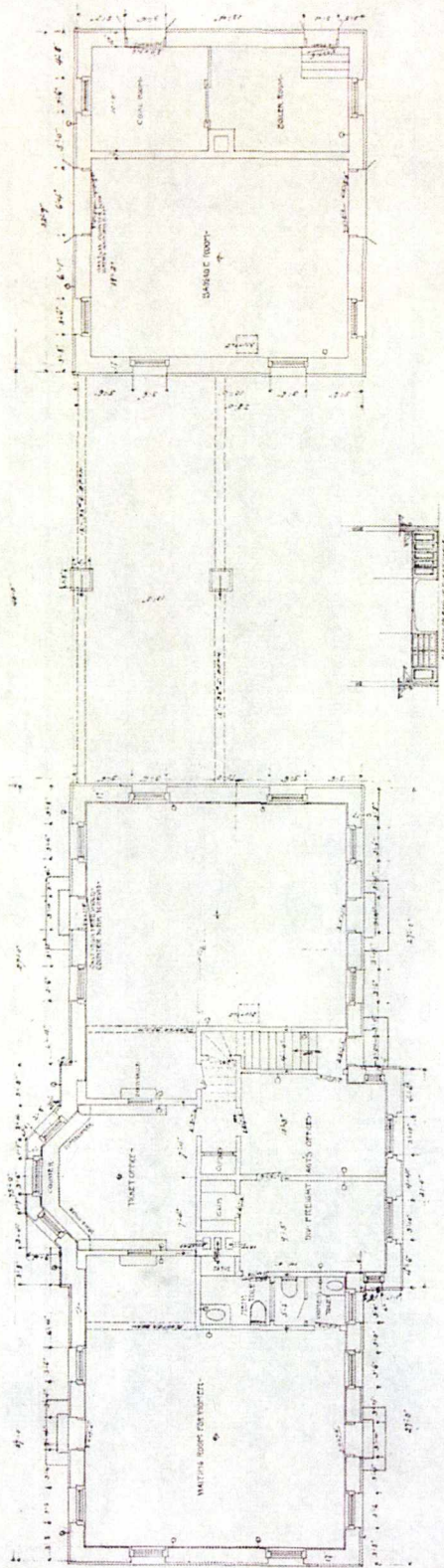
**L. Proposal Evaluation Panel and Evaluation Factors**

An evaluation committee selected by the Historic Preservation Office with representation from the Historic Preservation Commission, City Commission, and Historic Preservation Office will evaluate proposals. Other departments of the City may also examine the documents.

Proposals will be evaluated on a point system based on the following criteria and weighted categories below.

1. **Project Proposal (20 wt)** – summarize the unique qualities of your team/firm, list of services offered to potential clients, and an overview of services and deliverable that will accomplish the tentative scope of this RFP.
2. **Relevant Project Experience (30 wt)** – team/firm's experience with similar projects, more specifically in small scale exhibit design in the past five years. Small scale exhibit design would include projects less than 1000 square feet. Include all pertinent client information.
3. **Team Availability (15 wt.)** –number and quality of staff to be assigned to the project and an estimate of hours devoted to this project.
4. **Project Approach (15 wt.)** – Demonstration of team/firm's ability to meet the proposed project deadlines
5. **Key Personnel (10 wt.)** – team/firm's ability to demonstrate that they have personnel available to perform the work in accordance with the scope of this project.
6. **References (10 wt.)** – An evaluation of the information included in Section VI of the submittal.

## Appendix A



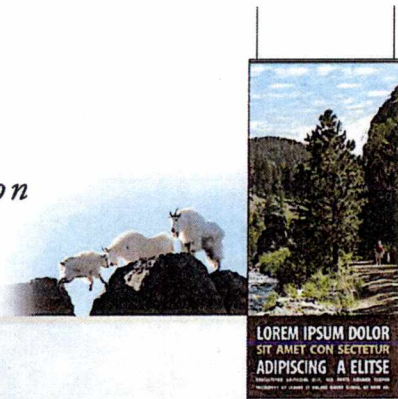
FIRST FLOOR PLAN

## Appendix B

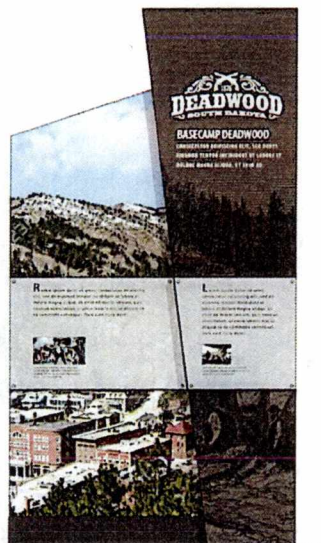
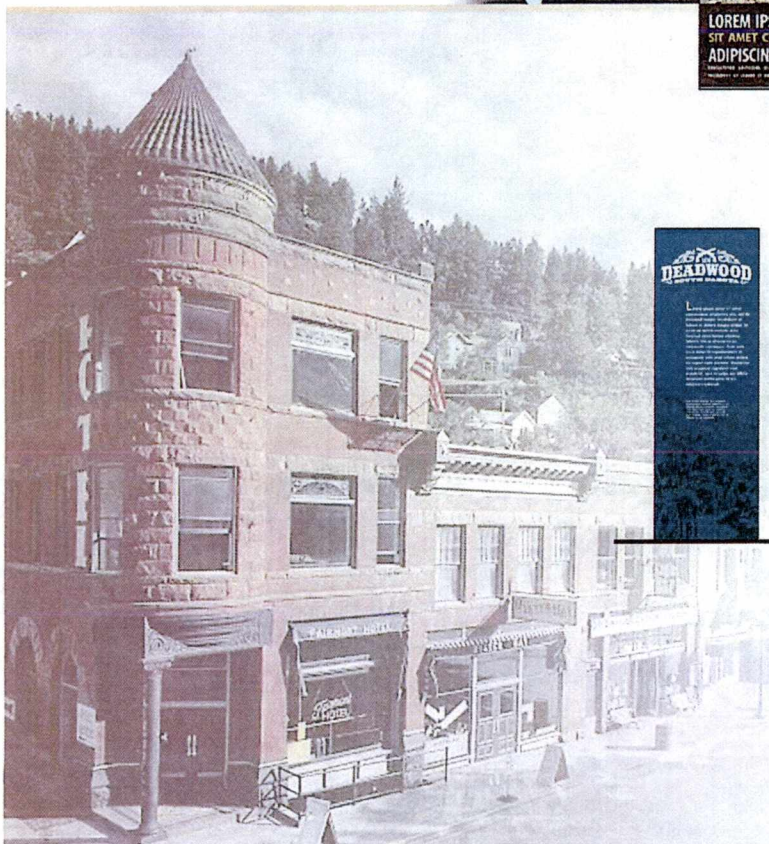
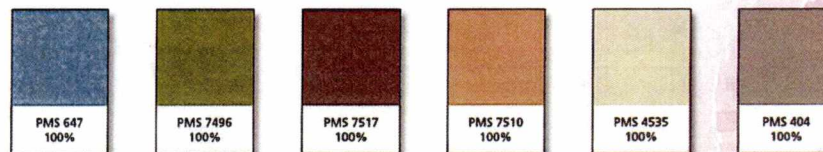


# GRAPHIC

inspiration



color palette possibilities



1876  
**DEADWOOD**  
SOUTH DAKOTA



typography

Adobe Garamond Pro

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz

San Francisco Text

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz

San Francisco Light

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz

Aachen Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz



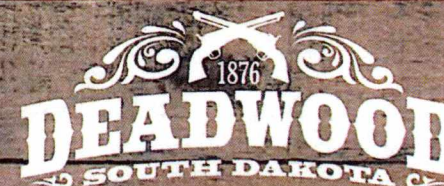
SPLIT ROCK  
STUDIOS

Drawing Number

GR.1



# Fonts



## Adobe Garamond Pro

Large panel body copy: 90/114 pt.

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

## San Francisco Text

Large panel captions: 32/40 pt.  
Reading rail captions: 24/30 pt.

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

## San Francisco Light

Credit lines: 12/14 pt.

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

## Aachen Bold

Large panel headlines: 153 pt.  
Reading rail headlines: 53 pt.

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

## San Francisco Text BOLD

Sub/pre-headers: variable pt.

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

Drawing Number

GR.2

## Appendix C

### Appendix C

**Model:** Deadwood City, June 15, 1876 Diorama  
**Artisan/Maker:** John (Jack) Anfinson  
**Date of Creation:** 10/2016 – 07/2018  
**Medium/Materials:** wood, cloth, plastic, plaster, clay, adhesive, glass, dirt  
**Dimensions (diorama):** 96 x 30"  
**Dimensions (entire display):** 101(L) x 36(W) x 78(H)"

#### **Description:**

HO scale [1:87 scale (3.5mm to 1 foot)] diorama of the town of Deadwood as it was on June 15, 1876, recreated using extensive research of available photographs, literature references, and documentation.

The diorama shows views of Main Street, the beginning of Lee Street, Gold Street, the alley behind Deadwood, and the west side of Wall Street. There are 34 total buildings, not including "camp tents", of which there are 10. There are 13 wood structures with canvas tops, mainly mines or commercial establishments, 14 log structures with false fronts of board, and 7 stick framed structures of machined lumber including one still under construction.

Some of the buildings represented include what was on that day (or became later): the General Custer Store; the #10 Saloon; the Deadwood Theater; the Goldberg Grocery; The Cricket Bar (later called the Gem); the Hong Kee (which provided washing, ironing, and garment mending), the Iowa Restaurant, Montana Meat Market, The Delmonico Hotel & Restaurant; Hang Kee's shop; and the tin shop.

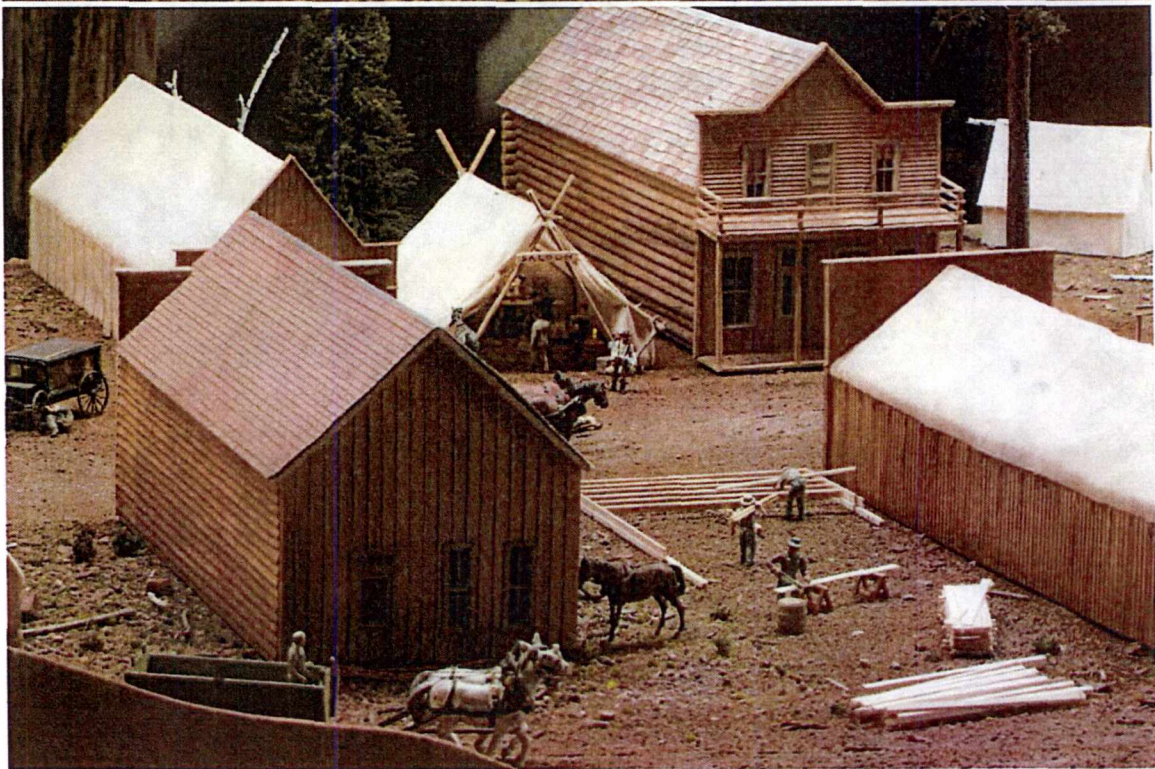
The diorama is housed within a rough-sawn lumber construction base with a canvas topping to simulate the canvas tents used in Deadwood at that time. The base is of 1 x 4" framework, tight-knit and with a lot of cross members to prevent warping over time, as well as 2" sheet Styrofoam, tapered to get the proper incline. The casing is of 1 x 8" rough-sawn ponderosa pine, milled in the Black Hills. The canvas top is stretched over a frame 1" x 4" wood with the underside trimmed with leather detail affixed with wrought iron nails.

Housed within the diorama is a custom motion sensor-activated file and a 6.5 minute looped soundtrack with noises including building sounds, horse hooves, wagon sounds, blacksmithing, saloon piano music, dogs, bird, men and women talking, an occasional rooster, and occasional gunshots, a shout, or a scream. The speakers were carefully placed to give a surround effect.













History & Information Center

January 24, 2019





January 24, 2019

Kevin Kuchenbecker  
City of Deadwood  
108 Sherman Street  
Deadwood, SD 57732



Mr. Kuchenbecker:

We're thrilled to have another opportunity to pursue historical exhibits work with your office. The Deadwood Welcome Center exhibits continue to have a strong presence in our discussions and promotional material as one of our favorite projects of the last few years.

Since completing the Welcome Center, we've been looking forward to this opportunity to continue telling the many stories of historic Deadwood in the old depot. You can expect the same level of professionalism and enthusiasm this time around should you select Split Rock Studios for this project. With your approval, we have decided to partner with Vantage Point History once again due to their extensive knowledge of the Deadwood area.

As you will see in the proposal, we reviewed your request and prepared the necessary documents to assist you in making a well-informed decision. Additionally, we have received the Q&A addendum. If you have any further requests or questions, feel free to contact us at any time.

Kind Regards,

A handwritten signature in black ink, appearing to read "James Tordoff", is written over the printed name.

James Tordoff  
Project Coordinator  
651-631-2211 x 4733  
jtordoff@splitrockstudios.com

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## National Reputation

**AWARD WINNING FIRM.** We have built an excellent reputation within the museum and interpretive community for high quality exhibitions. We are active in National Association for Interpretation (NAI) and American Association of Museums (AAM). Our team presents at national conferences each year to keep up with emerging trends and new exhibits being developed around the country.

### 2018

AASLH Award of Merit  
Oshkosh Public Museum

NAI Award for Best Interior Exhibit 3<sup>rd</sup> place  
Oshkosh Public Museum

### 2017

AASLH Award of Merit  
Jarrett Prairie Center

### 2015

NAI Award for Best Interior Exhibit 2<sup>nd</sup> Place  
The Power of Human Connections, Bismarck, ND

### 2014

NAI Award for Best Interior Exhibit  
Jewel Cave National Monument, Custer, SD

### 2013

AAM Excellence in Label Writing  
Poarch Band of Creek Indians Museum  
NAI Award for Best Interior Exhibit 1<sup>st</sup> Place  
Montana Wild, Montana Game, Fish, & Parks  
NAI Award for Best Interior Exhibit 2<sup>nd</sup> Place  
Poarch Band of Creek Indians Museum  
NAI Award for Best Interior Exhibit 3<sup>rd</sup> Place  
Sandy Creek Nature Center  
NAI Award for Best Exterior Exhibit 3<sup>rd</sup> Place  
Corn Creek NWR Waysides

### 2012

AAM Excellence in Exhibitions  
Heart Mountain Interpretive Center  
NAI Award for Best Interior Exhibit  
Heart Mountain Interpretive Center

### 2010

NAI Award for Best Interior Exhibit  
Baldwin Hills Scenic Overlook, CA State Parks

### 2009

AZA Best New Exhibit  
Minnesota Zoo's Russia's Grizzly Coast

### 2008

NAI Award for Best Interior Exhibit  
Weedon Island Natural & Cultural History Preserve

### 2007

NAI Best Interior Exhibit  
Pearl Button Museum

### 2006

AZA Munson Aquatic Conservation Exhibitory  
Cabrillo Marine Aquarium  
NAI Award for Best Interior Exhibit  
Anza-Borrego Desert State Park, CA State Parks

### 2005

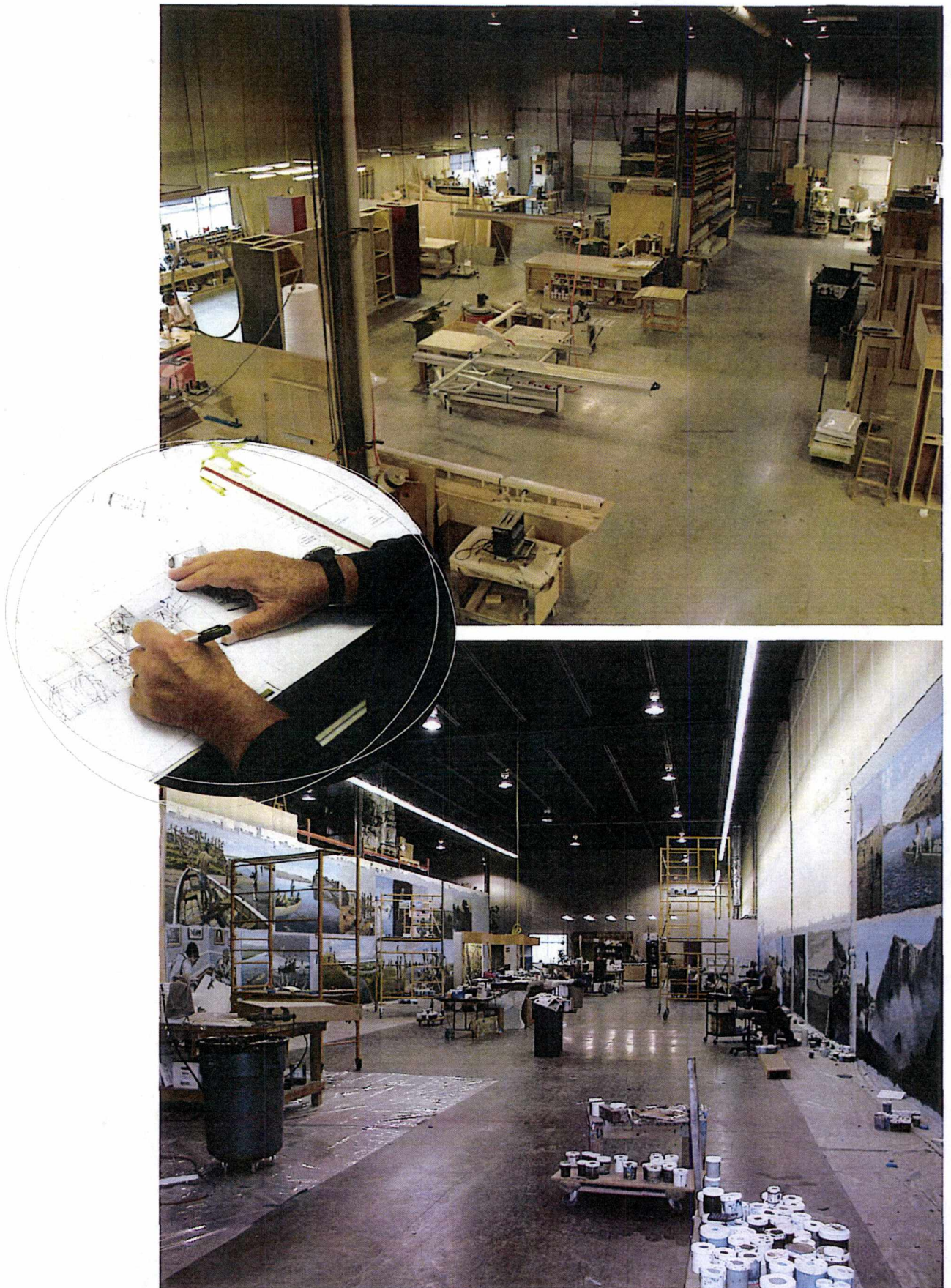
NAI Best Wayside Exhibit  
Crowley's Ridge Nature Center  
AZA Munson Aquatic Conservation Exhibitory  
Cabrillo Marine Aquarium

### 2003

NAI Award for Best Interior Exhibit 1<sup>st</sup> Place  
Lewis & Clark Interpretive Center, Sioux City, IA  
NAI Award for Best Interior Exhibit 2<sup>nd</sup> Place  
Bois Forte Heritage Center in Tower, MN









Split Rock Studios handles the vast majority of construction services in house in our 12,000sqft wood and metal shop and our 15,000sqft artistic fabrication studio. Exhibit components that we outsource the fabrication of are limited to graphic output, audio-visual hardware and software, and niche services. This is extremely beneficial to the client because our designers are held accountable to staying within budget, and the project manager remains the point of contact through the whole project. Having our design and fabrication in one location enables us to save you money with reduced travel costs and efficient, unified communication throughout the process.

Split Rock Studios has no distinct style of exhibits. For each project, we select the most appropriate design team in terms of content familiarity and personal creative style. Each exhibit is crafted working alongside the client through our proprietary and highly collaborative design process, efficiently accomplishing the goals of your organization while applying the principles of interpretation that have put us on the map.

We are confident that our extensive experience with this type of project will be extremely valuable going forward. Having done so many projects in South Dakota puts us at a unique advantage within exhibits industry. Our artistic fabrication studio and woodshop produce astounding exhibit elements, "big wow" displays that amaze the visitor and continually keep us in the running for annual interpretive awards. Our experience working on historical Deadwood exhibits, turnkey design and fabrication services, and national recognition for our work qualify us as the best candidate to handle this project.



## Deadwood Historic Preservation

108 Sherman St.

Deadwood, SD 57732

Attn: Kevin Kuchenbecker



**SPLIT ROCK**  
STUDIOS

Split Rock Studios

2071 Gateway Blvd.

Arden Hills, MN 55112

Phone: 651-631-2211

Fax: 651-631-0707

splitrockstudios.com

22-Jan-19

Estimate

#### 4 Design Development II

- Final floor plans and exhibit elevations/scale drawings of all exhibit components;
- Updated audiovisual, lighting, power/data, and interior finish plans
- Final graphic approach
- Detailed TGA with descriptions of all components and written text for all panels including word counts and grade levels
- Exhibit outline with component descriptions, revised headlines, text descriptions, images and artifacts, and descriptions of interactives and media
- Final cost proposal
- Detailed production and installation schedule

#### 5 Production

#### 6 Shipping and Installation

- Prepare and ship exhibits to site.
- Install, test, and make all exhibits fully functional
- Install murals, casework, graphics, artistic fabrication, artifacts, audiovisual, and specialty items
- Aim and adjust lighting fixtures
- Walk-through inspection of completed exhibits
- Train staff in exhibit operation and maintenance
- Correct any punch-list items
- Provide maintenance manual and closeout materials

### Price Summary

1	Schematic Design I	\$6,000
2	Schematic Design II	\$6,600
3	Design Development I	\$11,000
4	Design Development II	\$12,400
5	Production	\$117,000
6	Shipping and Installation	\$27,000
<b>Total Price</b>		<b>\$180,000</b>



## KEY PERSONNEL

We hand-pick the best team for each project based on individual backgrounds and experience. Our team will bring creativity, imagination, and commitment to excellence from start to finish.

**Isaiah Boehlert**  
**General Manager**

**Mike Otis**  
**Project Manager**

**Amanda Wambach**  
**Exhibit Designer**

**Nan Hildebrandt**  
**Graphic Designer**

**Eric Abrahamson & Eric Zimmer**  
**Content Development, Local History Specialists**



## MICHAEL OTIS

### *Project Manager*

Mike is approachable, attentive, and staggeringly solution-focused. As the manager of your project team, Mike uses his extensive experience in commercial construction to stay light-years ahead of unforeseen setbacks involved in the design-to-build process, allowing your team (and ours) to stay inspired and on track. Driven by curiosity, Mike will be your comic relief, your confidante, and your advocate from kickoff to grand opening.

#### **Role**

- Serves as main point of contact
- Coordinates schedules and budgets
- Oversees all design and fabrication
- Schedules milestone meetings and checkpoints

#### **Selected Projects**

- Ringgold County Conservation, Mount Ayr, IA
- Farid Bogani Technology Center, Cameron LNG, Hackberry, LA
- C.M. Russell Museum, Great Falls, MT

#### **Employment Experience**

Started at Split Rock Studios in 2018

Project Manager, Inside Edge Commercial Interior Services

#### **Educational Background**

BS, Construction Management, University of Wisconsin - Stout, 2013



*International Association of Events  
and Exhibits Best Show Promotion  
Website and Best Signage or  
Decoration, 2013*

*Gold Quill Award Winner,  
International Association  
of Business Communicators, 2009*

## NAN HILDEBRANDT

### Graphic Designer

With more than 20 years of experience, Nan is a multidisciplinary designer who integrates visuals and style into the overall exhibit message to impact visitors. She uses her award-winning skills to create effective graphics that are visually appealing, organized, and seamlessly guide visitors through the exhibit experience.

#### Role

- Creates graphic layouts for all interpretive panels
- Ensures all accessibility guidelines are met graphically
- Finalizes production files
- Works with output vendors

#### Selected Projects

- City of Deadwood Welcome Center, Deadwood, SD
- Marshall Gold Discovery State Historic Park, Coloma, CA
- Warner Park Nature Center, Nashville, TN

#### Employment Experience

Started at Split Rock Studios in 2017

VP Marketing, Catersource Magazine, Conference  
& Tradeshow, Minneapolis, MN

Director of Creative Services, Sesame Street Live, Minneapolis, MN

#### Educational Background

BA, Communications & Design, University of North Dakota, 1989





**Eric Steven Zimmer, PhD**  
Senior Historian

Eric is a senior historian at Vantage Point. He completed his PhD in American History at the University of Iowa in 2016, where he specialized in Native American history (especially as it relates to contemporary federal/tribal and state/tribal relations), the history of U.S. social policy, and public and environmental history. His dissertation, "Red Earth Nation: Environment and Sovereignty in Modern Meskwaki History," won the 2017 Rachel Carson Prize for Best Dissertation from the American Society for Environmental History.

Zimmer has conducted dozens of oral history interviews for a variety of projects and clients, including his own scholarly work, a digital and oral history project based at the University of Iowa, and in service to Vantage Point projects.

He is the author of *The Question is 'Why?': Stanford M. Adelstein, A Jewish Life in South Dakota* (forthcoming from Vantage Point Press, 2019) and co-author of *Expanding the Energy Horizon: A History of Black Hills Corporation Since 1883* (with Eric Abrahamson; Rapid City, SD: Black Hills Corporation, 2018). His essays and reviews have appeared in a variety of regional and national publications, including the *Great Plains Quarterly*, *Native American and Indigenous Studies*, the *American Indian Quarterly*, the *Public Historian*, *Indian Country Today Media Network*, and the *Annals of Iowa*.



**Lois Facer, MA**  
Chief Operating Officer, Research Associate, and Editor

A former academic dean, Lois taught English as a second language at the University of Maryland, San Francisco State University, and National American University. She holds an MA in English with an emphasis in TESOL from San Francisco State University and a BA in English from the University of California, San Diego.

Lois has been providing administrative, research, and editorial assistance on Vantage Point projects for more than a decade. She was the co-winner of the 2016 Excellence in Consulting Award from the National Council on Public History.



## SUBCONTRACTOR REFERENCES

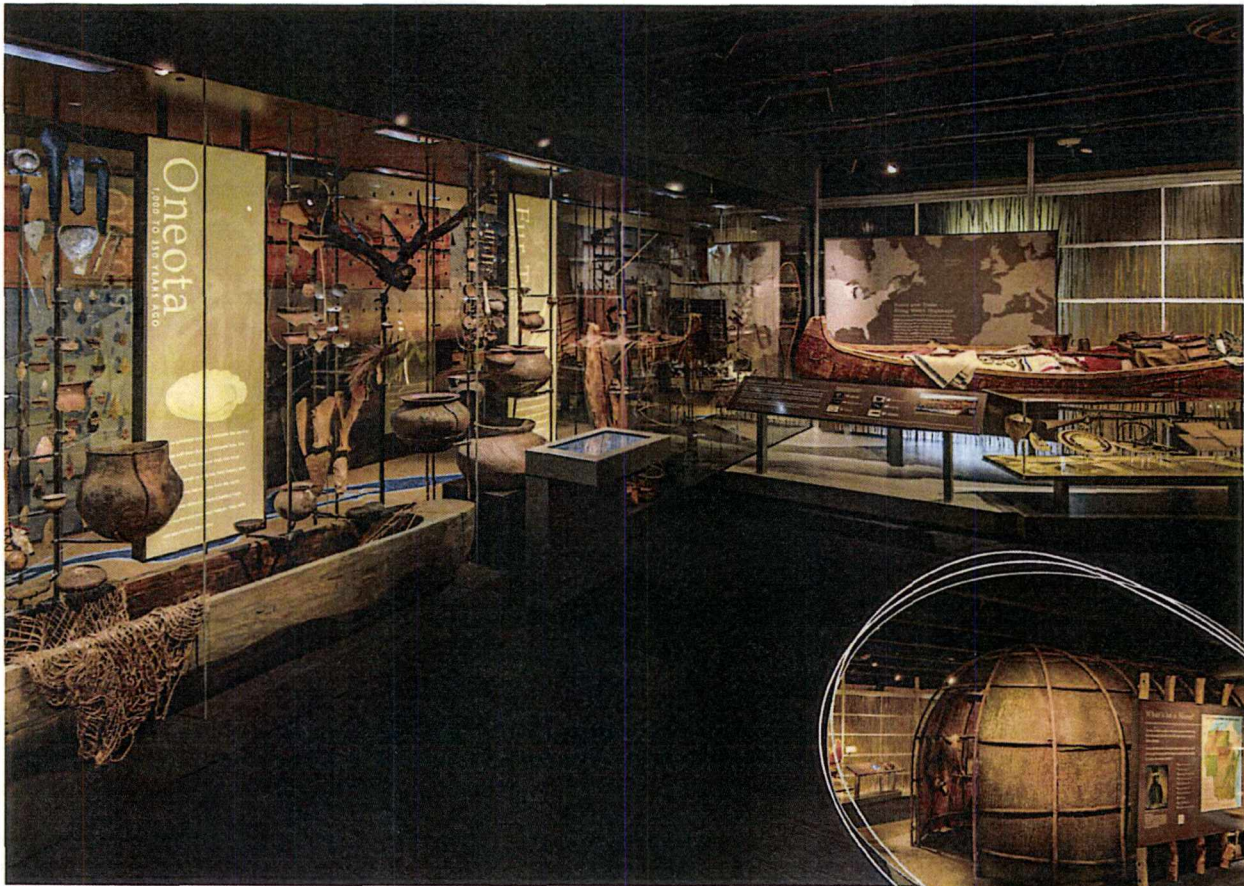


We will be hiring Eric Abrahamson and Eric Zimmer of Vantage Point Historical Services, Inc. as content development specialists and local presence for the project. We are fully confident that their experience in the Deadwood area would be a great asset to our team. Please find their references below.

Thomas Hartman, President  
IQ Magic Exhibit Design  
1820 Olympic Blvd  
Santa Monica, CA 90404  
Thartman@iqmagic.net  
310.394.0678

Sean Laflin, Principal  
BANG! Creative  
1065 La Mirada Ct.  
Vista, CA 92091  
Sean@bangcreative.com  
760.727.2004

Mindy Spitzer Johnston, Principal  
Armstrong-Johnston, LLC  
5645 N. Rockwell  
Chicago, IL. 60659  
Mindy@armstrongjohnston.com  
773.717.0722



## OSHKOSH PUBLIC MUSEUM Oshkosh, WI



### EXHIBIT SIZE:

2,000 SQFT

### SERVICES PERFORMED:

*Exhibit Design, Fabrication, Text and Images, Graphic Design & Production, Themed Environments, Casework, Artifact Mounting, Interactives, AV Production and Hardware, Installation*

Split Rock Studios worked with the Oshkosh Public Museum staff to replace the central exhibits in the permanent gallery. Phase one of the renovation, titled *People of the Waters*, focuses on how the early cultural history of the region depended on and tied to the Fox River and Lake Winnebago. Focusing largely on Native Americans and the fur trade, the gallery connects these stories to present day relationships between humans and the land they depend on.

The exhibit design process focused on a more engaging, immersive, and interactive experience for visitors who are often locals looking for a new experience each time they visit.

## ACCEPTANCE OF CONDITIONS

We accept the conditions set forth in the RFP.

	Activity Name	Duration (Days)	Start Date	Finish Date	2018		2019											
					November	December	January	February	March	April	May	June	July	August	September	October	November	December
1	DEADWOOD HISTORY AND INFORMATION CENTER	198.00	1/24/19	11/1/19														
2	RFP PROCESS	7.00	1/24/19	2/1/19														
3	Proposals Due	0.00	1/24/19	1/24/19														
4	Proposal Evaluation	7.00	1/24/19	2/1/19														
5	CONTRACTING & KICK-OFF	17.00	2/4/19	2/27/19														
6	Authorization of Design Contract	0.00	2/4/19	2/4/19														
7	On-Site Project Kick-Off Meeting	2.00	2/26/19	2/27/19														
8	PRELIMINARY (SCHEMATIC) DESIGN (SD)	60.00	2/28/19	5/8/19														
9	Schematic Design Work Period	20.00	2/28/19	3/27/19														
10	SRS Submit / Present SD-1 (25%)	0.00	3/27/19	3/27/19														
11	HPC Review Period	5.00	3/28/19	4/3/19														
12	HPC Submit Comments on SD-1	0.00	4/3/19	4/3/19														
13	Schematic Design Work Period	20.00	4/4/19	5/1/19														
14	SRS Submit / Present SD-2 (50%)	0.00	5/1/19	5/1/19														
15	HPC Review Period	5.00	5/2/19	5/8/19														
16	HPC Submit Comments on SD-2	0.00	5/8/19	5/8/19														
17	FINAL DESIGN (DESIGN) DEVELOPMENT (DD)	40.00	5/9/19	7/8/19														
18	DD-1 Work Period	20.00	5/9/19	6/6/19														
19	SRS Submit / Present DD-1 (90%)	0.00	6/6/19	6/6/19														
20	HPC Review Period	5.00	6/7/19	6/13/19														
21	HPC Submit Comments on DD-1	0.00	6/13/19	6/13/19														
22	DD-2 Work Period	10.00	6/14/19	6/27/19														
23	SRS Submit / Present DD-2 (100%)	0.00	6/27/19	6/27/19														
24	HPC Review Period	5.00	6/28/19	7/8/19														
25	HPC Submit Comments on DD-2	0.00	7/8/19	7/8/19														
26	PRE-PRODUCTION	21.00	7/8/19	8/5/19														
27	Object/Materials Acquisition/Conservation	5.00	7/8/19	7/15/19														
28	Final Object Layouts	5.00	7/16/19	7/22/19														
29	Construction Drawings	19.00	7/8/19	8/2/19														
30	Create/Submit Finish Samples	15.00	7/8/19	7/26/19														
31	Finalize Production-Ready Artwork	20.00	7/8/19	8/5/19														
32	Acquire Audiovisual Programs	20.00	7/9/19	8/5/19														
33	FABRICATION	39.00	7/9/19	8/30/19														
34	Graphic Output	10.00	7/9/19	7/22/19														
35	Fabricate Exhibits	30.00	7/22/19	8/30/19														
36	Object/Artifact Mount Preparation	10.00	7/23/19	8/5/19														
37	Shipping Preparation / Exhibits Ship	5.00	8/26/19	8/30/19														
38	INSTALLATION	4.00	9/3/19	9/6/19														
39	Install Exhibits	4.00	9/3/19	9/6/19														
40	Final Walkthrough/Create Punchlist	2.00	9/5/19	9/6/19														
41	PROJECT CLOSEOUT	40.00	9/9/19	11/1/19														
42	Finish Punchlist Items	40.00	9/9/19	11/1/19														
43	Submit Project Maintenance Manual	0.00	11/1/19	11/1/19														
					November	December	January	February	March	April	May	June	July	August	September	October	November	December

[Back to Agenda](#)





10A

## **Black Hills Energy proposes renewable energy solutions for South Dakota businesses**

**RAPID CITY, South Dakota – Dec. 17, 2018** –Black Hills Energy submitted a proposal today to the South Dakota Public Utilities Commission (SDPUC) seeking approval for a new Renewable Ready Service Tariff to serve customer needs for renewable energy resources. The Renewable Ready program would offer large commercial and industrial customers and governmental agencies the option of purchasing utility-scale renewable energy resources through a subscription program to fulfill up to 100 percent of their electricity needs. As proposed, participants would be able to enter into contracts with Black Hills Energy to purchase renewable energy for periods of five to 25 years.

“Our customers are asking for renewable energy options that will support their business goals,” said Nick Gardner, Black Hills Energy’s vice president of electric operations for South Dakota. “As their energy partner, we are ready to meet our customers’ needs with innovative solutions. The Renewable Ready Service Tariff does just that.”

To establish a dedicated energy supply for the Renewable Ready program, Black Hills Energy is also seeking to construct a new, 40-megawatt (MW) wind energy generating facility near Cheyenne, Wyoming – the Corriedale Wind Energy Project. If approved, the \$57 million Corriedale wind project would be placed into service in the fall of 2020. Corriedale would be jointly owned by Black Hills Energy and its affiliate electric utility serving Cheyenne, Wyoming, which would also offer the Renewable Ready program to eligible customers.

Through the proposed Renewable Ready Program and its utility-scale generation facilities, participants would be able to purchase renewable energy at a cost substantially lower than if they chose to install and maintain renewable energy systems constructed on-site at their business locations.

“Renewable energy is an increasingly important part of our balanced mix of generation resources,” continued Gardner. “We’re excited to support our customers’ needs and sustainability goals with cost-effective renewable energy.”

Review and approval of Black Hills Energy’s Renewable Ready Service Tariff is subject to an open public process governed by the SDPUC.

### **Black Hills Energy**

Black Hills Energy is a natural gas and electric utility serving 1.25 million customers in eight states: Arkansas, Colorado, Iowa, Kansas, Montana, Nebraska, South Dakota and Wyoming. Black Hills Energy is part of Black Hills Corp. (NYSE: BKH), a growth-oriented, vertically integrated energy company based in Rapid City, South Dakota, with a tradition of improving life with energy and a vision to be the energy partner of choice. More information is available at [www.blackhillscorp.com](http://www.blackhillscorp.com) and [www.blackhillsenergy.com](http://www.blackhillsenergy.com).

#### **Media Contact:**

Mutch Usera

605-484-1476 (phone / text)

[mutch.usera@blackhillscorp.com](mailto:mutch.usera@blackhillscorp.com)

24-hour Media Assistance

888-242-3969

<b>To:</b>	CITY OF DEADWOOD
<b>From:</b>	Black Hills Power Inc., D/B/A Black Hills Energy
<b>Date:</b>	January 22, 2019

**RENEWABLE READY PROGRAM – CONFIDENTIAL MEMORANDUM OF UNDERSTANDING**

**DRAFT TERMS**

<b>Term Length:</b>	<ul style="list-style-type: none"> <li>15 years (term options include 5, 10 and 15 years).</li> <li>After the initial term, contracts shall auto-renew with one (1) year terms unless either party provides contractually required notice.</li> </ul>
<b>Fees:</b>	<ul style="list-style-type: none"> <li>Initial application fee: \$500</li> </ul>
<b>Regulatory:</b>	<ul style="list-style-type: none"> <li>These terms are contingent on Black Hills Energy receiving the relevant regulatory approvals which may include new and/or amended tariffs.</li> </ul>
<b>Renewable Energy Availability and Subscription Level:</b>	<ul style="list-style-type: none"> <li>Customer elects to subscribe to <b>50 %</b> of the energy consumed at the service locations listed in this term sheet. The amount of subscribed energy will be converted to a share of renewable energy generating capacity as follows: <ul style="list-style-type: none"> <li>Capacity of Proposed Facility – 20,000 kW</li> <li>Total Estimated Facility Production – 78,840,000 kWh (kWh = kW X 365 days X 24 hours X 45%)</li> <li>Customer's Annual Subscription – 932,217 kWh (rolling 12 months of kWh purchased)</li> <li>Customer's Share of Production – 1.18 % (Customer kWh / Total kWh Production)</li> <li>Customers Subscribed Capacity – 236 kW ( Customer kW = Customer Share of Production % X Facility Capacity)</li> </ul> </li> <li>Customer may choose up to 100% of the energy usage for the last twelve (12) months at identified service location(s).</li> </ul>
<b>Service Location(s):</b>	<ol style="list-style-type: none"> <li>1. Recreation Center - 105 Sherman St, Deadwood, SD 57732</li> <li>2. Museum – 40 Crescent St, Deadwood, SD 57732</li> <li>3. Main City Offices - 108 Sherman St, Deadwood, SD 57732</li> <li>4. Welcome Center – 501 Main St, Deadwood, SD 57732</li> <li>5. Rodeo Grounds - 15 Crescent St, Deadwood, SD 57732</li> <li>6. Pump/ Well - 119 Denver Ave, Deadwood, SD 57732</li> </ol>

	<p>7. Interpretive Center – 3 Siever St, Deadwood, SD 57732</p> <p>8. Broadway Parking Ramp – 630 Broadway St, Deadwood, SD 57732</p> <p>9. City Shop – 62 Dunlap Ave, Deadwood, SD 57732</p> <p>10. Thorpe Bldg – 150 Sherman St, Deadwood, SD 57732</p>
<b>Current rate structure/application of subscribed energy:</b>	<ul style="list-style-type: none"> <li>At the above service location(s), customer is currently subject to SD SD721, SD720 and SD743. Customer understands that all standard rate components under their current tariff will continue to apply.</li> <li>Customer understands that a subscription under this program is in addition to its existing rate structure and that subscribed energy under this program will be subject to: <ul style="list-style-type: none"> <li>an additional charge for renewable energy (kWh) generated by the customer's share of production in any given billing cycle during the term of this agreement.</li> <li>a credit against the fuel and purchased power costs for renewable energy (kWh) generated for the customer's share of production in any given billing cycle during the term of this agreement.</li> </ul> </li> </ul>
<b>Billing components to be offset by subscribed energy:</b>	<ul style="list-style-type: none"> <li>Cost of fuel</li> <li>Cost of purchased power</li> <li>Currently \$.02217/kWh (2018); adjustments filed on an annual basis by June 1<sup>st</sup>.</li> </ul>
<b>Subscribed Energy Rates:</b>	<ul style="list-style-type: none"> <li>Fifteen (15) year term - \$.024/kWh</li> <li>Ten (10) year term - \$.026/kWh</li> <li>Five (5) year term - \$.028/kWh</li> <li>Final pricing will be determined during the regulatory approval process.</li> <li>Pricing may be subject to adjustment at the end of a subscription term.</li> </ul>
<b>Early Termination Fee:</b>	<ul style="list-style-type: none"> <li>Applicable when customer discontinues taking service at the subscribed premise(s) or when over a twelve month period the customer's load declines to below 90% of the contracted subscription amount.</li> <li>In the event a customer's load falls below 90% of the contracted subscription amount, a pro rata portion of the termination fee will be assessed.</li> <li>The termination fee shall be as provided for in the subscriber contract.</li> </ul>
<b>Assignability:</b>	<ul style="list-style-type: none"> <li>If customer ceases to receive service at the premises and begins taking service at another location within Black Hills Energy-SD's service territory, Black Hills Energy-SD will automatically transfer the program subscription to the new service location. The subscription shall not exceed 100% of customer's load at new location.</li> <li>If consumption during the first 12 months of service at the new meter is lower than 90% of the contracted subscription amount, the contract shall be reduced to a contract subscription amount that matches the 12-month energy usage at the new meter and the customer will pay a pro-rated portion of the early termination fee.</li> <li>The original subscription term will continue to apply to the transferred subscription.</li> </ul>
<b>Other:</b>	<ul style="list-style-type: none"> <li>Renewable energy credits (RECs) equal to the renewable energy (kWh) generated by the customer's share of production shall be transferred to or retired on behalf of the subscribing customer.</li> <li>Onsite generation at a contracted service location shall not reduce a customer's obligations under this program.</li> </ul>

**Confidentiality:**

- Information related to customer subscription level and subscription term shall be considered confidential customer information and shall not be released without the express permission of the customer.

Upon execution, this Confidential Memorandum of Understanding will be considered receipt of the customer's written application for a subscription under the Renewable Ready Program to be filed with the South Dakota Public Utilities Commission and development of a final agreement may commence. This Confidential Memorandum of Understanding may be provided confidentially to the South Dakota Public Utilities Commission as a part of Black Hills Energy's efforts to secure required regulatory approvals for the Renewable Ready program.

**This Confidential Memorandum of Understanding is non-binding on any party, or on any party's affiliate(s). As such, it is not intended to be received, delivered, or accepted as an agreement, or as a partial agreement to any particular term or any terms collectively. No party (including each party's affiliate(s)) shall rely on this Confidential Memorandum of Understanding prior to the execution of a final agreement.**

BLACK HILLS POWER, INC  
(D/B/A BLACK HILLS ENERGY)

CITY OF DEADWOOD

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(signature)

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(signature)

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## RENEWABLE READY Program Review Sheet

BHE-SD has proposed development of utility scale renewable generation facilities to support a renewables subscription program.

We have filed a proposed renewables subscription program, Renewable Ready, with our regulators that will allow interested customers to secure their energy from renewable resources.

This program as outlined in this document, is subject to regulatory approval.

The facilities under consideration would have 40MW of capacity available for interested customers, equating to approximately 157 million KWH/year.

The program will offer three subscription terms, each with its own specific rate (subject to regulatory approval)

Term	Rate
5 - 9 Years	\$0.028
10 - 14 Years	\$0.026
15 - 25 Years	\$0.024

The monthly renewable subscription charge will be determined multiplying the customer's share of monthly production by the chosen rate.

The monthly renewable credit will be determined multiplying customer's share of monthly production by current fuel and purchase power.

The current (2018) imbedded fuel and purchase power cost is \$0.02217 per KWH. These costs are adjusted annually, subject to regulatory approval.

Under this program, a subscribing customer's monthly billing will reflect their current rate structure with the following additional line items:

- (1) Renewable charge
- (2) Renewable credit

Below is a sample calculation of renewable charge & credit (subscription based on the last 12 months energy usage and 15 year term).

The renewable credit calculations below are based on the actual fuel and purchase power costs for BHE customers from 2014-2018.

### City of Deadwood (10 Accts)

Year	Historical Energy Used (KWH)	Renewable Charge (Annual)			Renewable Credit (Annual)			NET Impact (Annual) (\$ Cost) (-\$ Credit)
		Subscribed Energy (KWH)	Rate	Total	Subscribed Energy (KWH)	Fuel & Purchase Cost	Total	
2014	1,241,560	932,217	\$0.02400	\$22,373.21	932,217	\$0.01980	\$18,457.90	\$3,915.31
2015	1,213,380	932,217	\$0.02400	\$22,373.21	932,217	\$0.02180	\$20,322.33	\$2,050.88
2016	1,206,700	932,217	\$0.02400	\$22,373.21	932,217	\$0.02590	\$24,144.42	-\$1,771.21
2017	1,284,580	932,217	\$0.02400	\$22,373.21	932,217	\$0.02460	\$22,932.54	-\$559.33
2018	1,864,434	932,217	\$0.02400	\$22,373.21	932,217	\$0.02217	\$20,667.25	\$1,705.96

**50.0%** subscription based on 2018 KWH

NET Cost (over 5 year history) \$5,342  
Average Additional Cost Per Year \$1,068

Average Additional Cost Per Year \$1,068  
Previous 12 Month Cost \$233,559  
Percent Change 0.46%

### Additional program requirements include:

A one-time \$500 Application Fee.

Black Hills Energy will retire (or transfer) the REC's (green e-certified) on the Customer's behalf for their annually subscribed energy

The Customer may transfer their subscription block to a different service in the customer's name within BHE's service territory.

The placement of on-site generation by the customer on a subscribed service may not result in usage below the subscribed levels for the subscription term.

A customer must use, on average, at least 300,000 KWH annually. A customer may aggregate service points to achieve this threshold.

All subscriptions are subject to an early termination fee that will be assessed in the event:

1. The customer chooses to discontinue their subscription.
2. The customer's load declines substantially below the contracted subscription amount. Substantially below means a reduction in excess of ten (10%) percent of the subscription amount. In that event, a pro rata portion of the termination fee will be assessed.

Contracts shall auto renew with one year terms following the initial term.

Customer Name:

**City of Deadwood (10 Accts)****1,864,434****KWH - Total Past 12 months of usage**

Description	Acct #	SA#	Address
Acct #1 Recreation Center	302256574	302250612	105 SHERMAN ST/DEADWOOD,SD
Acct #2 Museum	302256574	302250591	40 CRESCENT ST/DEADWOOD,SD
Acct #3 Main City Offices	302256574	302257556	108 SHERMAN ST/DEADWOOD,SD
Acct #4 Welcome Center	302256574	302254129	501 MAIN ST/DEADWOOD,SD
Acct #5 Rodeo Grounds	302256574	302259683	15 CRESCENT ST,RODEO/DEADWOOD,SD
Acct #6 City Pump/ Well	302256574	302256989	119 DENVER AVE/DEADWOOD,SD
Acct #7 Interpretive Center	302256574	302250917	3 SIEVER ST/DEADWOOD,SD
Acct #8 Broadway Parking Ramp	302256574	302252398	630 BROADWAY ST/DEADWOOD,SD
Acct #9 City Shop	302256574	302254316	62 DUNLAP AVE/DEADWOOD,SD
Acct #10 Thorpe Building	302256574	302253944	150 SHERMAN ST/DEADWOOD,SD

**Renewable Ready Subscription Details**

<b>50.0%</b>	Customer's Subscription Percentage (Past 12 months)
<b>932,217</b>	KWH - Customer's Annual Subscription
77,685	KWH - Customer's Monthly Subscribed
1.18%	Customer's Share of Production
236	Customer's Subscribed Capacity KW
15 - 25 Years - Subscription Term Contracted	
\$0.02400	Subscription Rate (Charge)
\$0.02217	Current fuel purchase (Credit)
\$0.00	Application Fee (One-Time)

**Aggregated Accounts Historical Data (past 12 months)**

Customer Accounts (Annual Data)					Renewable Ready (Subscription Details)					
Acct	Account Description	Rate	KWH	Current Total Charge (\$)	Renewable Subscription (KWH)	Renewable Subscription (KWH)	Renewable Charge (\$)	Renewable Credit (\$)	Renewable Total Charge (\$)	
Acct #1	Recreation Center	SD721	761,200	\$82,460	50%	380,600	\$9,134	-\$8,438	\$83,157	
Acct #2	Museum	SD720	289,900	\$38,013	50%	144,950	\$3,479	-\$3,214	\$38,279	
Acct #3	Main City Offices	SD720	239,600	\$30,991	50%	119,800	\$2,875	-\$2,656	\$31,211	
Acct #4	Welcome Center	SD720	105,960	\$13,757	50%	52,980	\$1,272	-\$1,175	\$13,854	
Acct #5	Rodeo Grounds	SD720	102,900	\$18,000	50%	51,450	\$1,235	-\$1,141	\$18,094	
Acct #6	City Pump/ Well	SD743	90,120	\$11,679	50%	45,060	\$1,081	-\$999	\$11,761	
Acct #7	Interpretive Center	SD720	84,074	\$11,402	50%	42,037	\$1,009	-\$932	\$11,479	
Acct #8	Broadway Parking Ramp	SD720	71,680	\$9,660	50%	35,840	\$860	-\$795	\$9,725	
Acct #9	City Shop	SD720	60,600	\$8,725	50%	30,300	\$727	-\$672	\$8,781	
Acct #10	Thorpe Building	SD720	58,400	\$8,871	50%	29,200	\$701	-\$647	\$8,925	
			1,864,434	\$233,559			932,217	\$22,373	-\$20,667	\$235,265

Extra for Renewable \$1,706

0.7%

# Black Hills Energy's Proposed Renewable Ready Program

City of Deadwood

February 4, 2019





# Agenda

- Project / Program background
- Renewable Ready subscription proposal
- Advantages of a Renewable Ready subscription
- Moving Forward / Next Steps
- Summary / Conclusions

Bret Jones,  
Manager of Business Development  
South Dakota & Wyoming

Marsha Nichols,  
Business Development Representative  
Northern Hills Region



## Ready to meet customer needs

- A number of Black Hills Energy's large customers have expressed an interest in pursuing renewable energy solutions.
- Some customers have investigated the possible installation of their own renewable facilities, which are often not the most economical option.
- Utility scale renewable projects benefit greatly from economies of scale - making energy much cheaper per MWh.

# Project / Program Background

- We have determined that developing a renewable energy solution for our customers is important.
- To that end, we have developed a conceptual program for the construction of a utility scale renewables project, contingent upon:
  - approval of our regulators, and
  - customer interest and support
- The proposed wind facility supporting the program:
  - ✓ Located at the Corriedale site, west of Cheyenne WY
  - ✓ 40 MW in size
  - ✓ The facility is intended to supply renewable energy for the program in both SD and WY



# Ready to invest in renewable power

## The Corriedale Wind Energy Project

**Dedicated energy supply** – we've proposed to build a dedicated, long-term renewable energy supply for the Renewable Ready program.

**Black Hills Energy** - requested approval from the Wyoming Public Service Commission (WPSC) for a Certificate of Public Convenience and Necessity (CPCN) to construct a 40-megawatt (MW) wind energy generating facility, named the Corriedale Wind Energy Project.

**Renewable Ready** - through its utility-scale generation facilities, offers participants the ability to purchase wind energy at a cost substantially lower than if they chose to install and maintain renewable systems on-site.



# Renewable Ready Subscriptions

- Black Hills Energy's Renewable Ready program has been designed to meet customer desire for renewable energy.
- Under the program, customers would subscribe to renewable energy to meet all, or a portion of their energy needs.
- Program design includes the following:
  - Customers would remain on their existing rate and power is delivered the same as it is today.
  - A renewable energy charge would be added to a subscribing customer's bill.
    - Available terms would be for 5, 10 or 15 years.
    - Pricing has been proposed as follows:
      - **15 year term - \$.024/kWh**
      - **10 year term - \$.026/kWh**
      - **5 year term - \$.028/kWh**
      - **Rates would be fixed for the term of the contract**
  - A renewable energy credit, which would be adjusted annually, would also apply (currently \$.02217/kWh).



## Renewable Ready Subscriptions (continued)

- Other provisions include:
  - A one-time \$500 application fee
  - An early termination fee
  - Assignability to service location
  - Renewable energy credits (RECs) equal to energy produced by the customer's share of production would be:
    - E-Green certified
    - Retired on behalf of the customer
  - The potential for a customer to increase the size of a subscription at a later date assuming the wind facility is not fully subscribed.

# Renewable Ready Advantages

- Black Hills Energy's goal is to offer an alternative for customers that have a desire for renewable energy.
- The advantages of a subscription program over an on site installation include:
  - ✓ Better pricing resulting from economies of scale
  - ✓ No need for the customer to find real estate or rooftop to install equipment
  - ✓ No upfront capital investment required by the customer
  - ✓ No operations and maintenance expense required by the customer



## No rooftop required

Black Hills Energy's Community Solar program is the perfect way for you to take advantage of solar energy without the hassle and cost of installing panels on your roof.

Choose the amount of your renewable energy you'd like from solar energy with a guaranteed price.

This program offers you the ability to join the program, to join and subscribe after you've reviewed the program, to join and subscribe after you've reviewed the program, to join and subscribe after you've reviewed the program.

Thank you for your interest in this exciting renewable energy source. We look forward to working with you.

## Moving Forward / Next Steps

- Interested customers have been asked to sign a **non-binding** term sheet expressing their interest.
- These confidential term sheets will be used in Black Hills Energy's regulatory application as evidence of customer interest.
- Black Hills Energy submitted its filing to the SD Public Utilities Commission in mid-December and released information to the public media.
- Black Hills Energy is hopeful that approval from its regulators could be obtained by mid-2019.
- Assuming approval, Black Hills Energy would conduct an open subscription period for interested customers, **followed by a formal application process.**
- Under these circumstances, the commercial operation date of the new wind facility is projected to be in the fall of 2020.

# Summary/Conclusions

## Ready for Partnership with Deadwood

- The analysis Black Hills Energy provided for Deadwood's top ten service points indicates that a 50%, 15 year renewable subscription under the Renewable Ready program would have an added cost of \$1,706 annually, based on 2018 use.
- Black Hills Energy respectfully requests your favorable consideration towards executing a non-binding term sheet indicating your interest in subscribing to the program.
- Protects historical integrity of buildings and community.
- Leverages Wyoming wind production capabilities.
- Participation in Renewable Ready positions Deadwood as an energy resiliency pioneer in South Dakota.

Recreation Aquatics Center  
76 Museum  
City Hall  
Welcome Center  
Event Complex  
Denver St. Pump  
Interpretive Depot  
Broadway Parking Ramp  
Dunlap City Shop  
Homestake-Adams Building



## VISION

Be the Energy Partner of Choice.

## MISSION

Improving Life with Energy.



## COMPANY VALUES



### Agility

We embrace change and challenge ourselves to adapt quickly to opportunities.



### Customer Service

We are committed to providing a superior customer experience every day.



### Partnership

Our partnerships with shareholders, communities, regulators, customers and each other make us all stronger.



### Communication

Consistent, open and timely communication keeps us focused on our strategy and goals.



### Integrity

We hold ourselves to the highest standards based on a foundation of unquestionable ethics.



### Respect

We respect each other. Our unique talents and diversity anchor a culture of success.



### Creating Value

We are committed to creating exceptional value for our shareholders, employees, customers and the communities we serve...always.



### Leadership

Leadership is an attitude. Everyone must demonstrate the care and initiative to do things right.



### Safety

We commit to live and work safely every day.



TALLGRASS LANDSCAPE ARCHITECTURE, LLC

413 North 4<sup>th</sup> Street  
Custer, SD 57730  
605.673.3167  
605.440.2254

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

## Proposal for Services

**Project: Whitewood Creek Trail Extension**  
**City of Deadwood, South Dakota**  
**Date: January 22, 2019**

Bob Nelson, Jr  
Zoning Administrator  
**City of Deadwood**  
Planning and Preservation Office  
108 Sherman Street  
Deadwood, SD 57732

Bob,

Thank you for asking Tallgrass Landscape Architecture to submit this proposal to extend the Whitewood Creek trail system northeast from 76 Drive approximately to the 14A bridge over Whitewood Creek. As always, we are happy to be part of creating more diverse recreational opportunities for Deadwood!

This project includes design phases of site analysis through construction documentation of an asphalt trail extension to a terminal point along the north side of Whitewood Creek.

The scope of work will generally be to conduct a careful review of the existing conditions, provide a preliminary design for approval by the City, and provide construction documentation sufficient for trail construction. Tallgrass Landscape Architecture shall retain the services of Advances Engineering and Environmental Service, LLC (AE2S) to provide drone photography and a civil survey of the slope to the creek. Tallgrass will retain structural or civil engineering services to advise on portions of the trail that may conflict with existing storm sewer drainage or other unknown conditions to a maximum fee as outlined in this contract. A low water crossing type solution is assumed for the scope of this proposal. Tallgrass will notify the City of Deadwood immediately if additional engineering services, such as changes to storm sewer or other utilities, are required that result in fees above those retained.

The following scope outlines our commitment to this project:

### **Project Schedule:**

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

- A. Survey to be completed after snow melt and before leaf out of trees and vegetation;  
March-April 2019
- B. Schematic Design May-June 2019
- C. Construction Documentation July-August 2019

**City's General Project Responsibilities**

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

- A. Provide available base data, including any available land surveys, photographs, aerial imagery and other data that may be necessary to the project. Tallgrass will subcontract for and provide a survey that includes topography, property lines, and utility information along with high quality drone photography.
- B. Inform landscape architect of known governmental requirements, including zoning, ordinances and permit requirements, known special restrictions, and zoning conditions as they pertain to project
- C. Allow staff time to attend and plan for meetings
- D. Provide coordination between staff, commissioners and other entities within the city that need or should be involved in the project as it progresses
- E. Provide schedule, meeting reservations, advertising and staff support for Historic Review and any other required public meetings
- F. Provide construction bid advertising, developing contractor interest if necessary, bid opening, preparing bid analysis and contract negotiation.

**Consultant's General Project Responsibilities**

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

- A. Set Up Reference Systems for the project information to document and collect the project information relevant to our work
  - i. This information is available during and after the project to those authorized and who request it
- B. Participate in Project Meetings:
  - i. Prepare for and Deadwood Project Meetings as required
- C. Coordinate with and manage Civil / Structural Engineer as needed

**Our detailed project approach follows:**

**1.1 Site Analysis Phase**

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

- A. Identify existing site conditions and features such as topography, drainage patterns, vegetation, including significant specimen plants, water elements, structures, views, and known off-site considerations relevant to the Project Program and as they pertain to the trail
- B. Confirm general location of available utilities as they pertain to the trail
- C. Analyze existing site conditions to identify physical attributes and limitations of the Project site as they pertain to trail layout, grading, drainage, erosion, etc.
- D. Review applicable governmental requirements, including zoning, ordinances and permit requirements, known special restrictions, and zoning conditions as they pertain to the trail
- E. Advise the Prime Consultant of any additional tests and surveys that may be required as they pertain to the trail
- F. Submit findings in the form of the following deliverables to the Prime Consultant (indicate items required):
  - i. letter or memo summarizing the findings, if requested
  - ii. plan view drawing summarizing the physical attributes and limitations, if requested
  - iii. summary description of needed tests and surveys, if requested



**1.2 Schematic Design Phase**

Based on the Site Analysis Phase findings, the Landscape Architect shall explore design options and develop a schematic design through the following:

- A. Prepare studies and relational diagrams for the organization and placement of proposed program elements taking in consideration the existing site features and the requirements of other program elements
- B. Evaluate alternative design concepts and, in conjunction with the Owner, identify a preferred design concept
- C. Based on the preferred design concept, prepare a scaled schematic design plan illustrating the form and configuration of the proposed improvements on the site
- D. Preliminarily select key materials or material systems and prepare preliminary designs for key construction details
- E. Prepare an opinion of probable costs to construct the proposed improvements, including a recommended contingency
- F. Submit the plan, details, cost opinion, and other deliverables as appropriate comprising the Schematic Design submittal to the Prime Consultant for review and approval.

**1.3 Design Development Phase**

Based on the Schematic Design approved by the Owner, the Landscape Architect shall refine and sufficiently detail the proposed form of the improvements to fully convey the design intent through the following:

- A. Revise and refine the Schematic Design plan to spatially define the location of the proposed improvements in relation to both the existing site features and the other proposed improvements
- B. Prepare design detail sketches illustrating the proposed form, materials, color, and textures of the proposed improvements
- C. Prepare supplemental drawings as required to illustrate the design intent:
  - i. Layout plan
  - ii. Erosion control plan
  - iii. Details as necessary
- D. Prepare outline specifications for applicable areas of work
- E. Submit the plans, preliminary details, and other deliverables as appropriate comprising the Design Development submittal to the Owner for review and approval

**1.4 Construction Document Phase**

Based on the Owner-approved Design Development phase submission, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- A. Prepare construction plans including:
  - i. Demolition plan
  - ii. Staking (or layout) plan
  - iii. Trail Grading Plan
  - iv. Drainage and erosion control plan, if necessary, excluding storm sewer design or modifications of existing storm sewer.
  - v. Planting plan, if necessary (likely reseeding only)
- B. Prepare construction details to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements
- C. Prepare construction specifications for the proposed improvements

- D. Coordinate the drawings and specifications prepared by the Landscape Architect's consultants
- E. Update the opinion of probable cost to construct the proposed improvements
- F. Address timely and applicable review comments received from agencies and revise the Construction Documents for compliance when required
- G. Submit final opinion of probable construction costs
- H. Submit the Construction Documents in digital format; physical copies shall be reimbursable costs

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

These are not part of this contract:

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

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

**Compensation:**

Based upon our understanding of the project our proposed total Lump Sum fee is noted below. Significant modifications to the scope or modifications to the schedule will require a review and modifications to the fee when warranted. Not to exceed services shall be billed at cost to owner.

Design through Construction Documentation	\$14,300
Topographic and property boundary Survey	\$3,700
Civil / Structural Engineering retained service; not to exceed	\$2,000
<b>Total Design Cost</b>	<b>\$20,000</b>

*January 25, 2019*

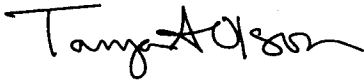
**Billing:**

Tallgrass Landscape Architecture, LLC bills at the end of each month. Minor printing, local travel, and other expenses typically associated with a project like this are included. Our proposed fees are based upon our hourly rates which are as follows:

Senior Landscape Architect	\$128.75
Landscape Architect in training	\$72.00
Intern	\$56.65

We enjoy working with you and in the City of Deadwood and very much appreciate the opportunity to work with you on another project that will position Deadwood to take advantage of expanding outdoor recreation opportunities in the Black Hills.

Thanks again!



Tanya Olson  
Landscape Architect

**Tallgrass Landscape Architecture, LLC**  
413 North 4th  
Custer, SD 57730  
[tanya@tallgrasslandscapearchitecture.com](mailto:tanya@tallgrasslandscapearchitecture.com)  
605-517-1899 | 605-440-2254

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

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

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

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



100  
Bob Nelson, Jr.  
Planning & Zoning  
Administrator  
Telephone (605) 578-2082  
bobjr@cityofdeadwood.com

## MEMORANDUM CITY COMMISSION

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Before you are two parcels of land that are of no use to the City of Deadwood and I would like you to consider declaring the parcels surplus. The land involved is located on Dudley Street. Included with this memo you have a plat map and a GIS map to help you locate and evaluate the property in question.

Lot 4A-1 and 4A-2 currently have no use and consist of vacant land. The current owner of Lots 3 and 4 of Block 5 has expressed interest in taking ownership of Lot 4A-2 and the owners of Lot 5 of Block 5 have expressed interest in Lot 4A-1. Lot 4A-2 would be utilized for property access and Lot 4A-1 would become a future street. Two new homes are expected in the next year on the adjacent lots and the surplus of this property will be critical in the development. The total size of the lots is 3,223 square feet.

The City of Deadwood has two primary options; the first being a resolution to surplus and transfer to Deadwood-Lead Economic Development which would allow them to transfer the parcels to the adjacent landowner or the second being a resolution to surplus and appoint an appraisal board to determine a value. The second option requires the City of Deadwood to obtain an appraisal report of the land to be surplus. The appraisal performed by a board of three disinterested appraisers who are freeholders within the municipality as stated in the state statute below.

*9-3A-13. Appraisement of lots to be sold. The Board of Education, municipal authorities, or judge aforesaid shall appoint three competent and suitable freeholders of such municipality a board of appraisers, whose duty it shall be to make a careful inspection and examination of all the unclaimed lots or parcels of land aforesaid; and upon each of such lots or parcels of land they shall affix a reasonable and just valuation, and upon the completion of their appraisement they shall make and return a full and complete report of their proceedings and appraisement to the Board of Education, district school board, municipal authorities, or judge of the circuit court, which said report shall contain a full schedule of each and every lot or parcel of land remaining unclaimed, giving an exact description of said lots by their numbers and the numbers of their block, and all parcels of land not so numbered shall be described by metes and boundaries, and upon each lot or parcel of land separately they shall designate the valuation thereof as fixed by their appraisement. Said appraisement and report shall be subscribed and sworn to by at least two of said appraisers.*

As an appraisal board one of the three board members will draft a report showing the mutually agreed upon valuation of the parcels and this report will need to be signed by the three board members and returned to the City.

After completion of the appraisal report the parcel will be brought back before the City Commission to determine a method to dispose of the parcel such as sealed bids, auction, or listing the property for sale. If the property is valued less than \$500 the parcel can be sold to the adjacent landowner.

Possible Actions:

Motion to direct staff to move forward with surplus of Lot 4A-1 and Lot 4A-2 of Block 3 of the Howards Addition and utilize DLED to facilitate the transfer of property;

Or

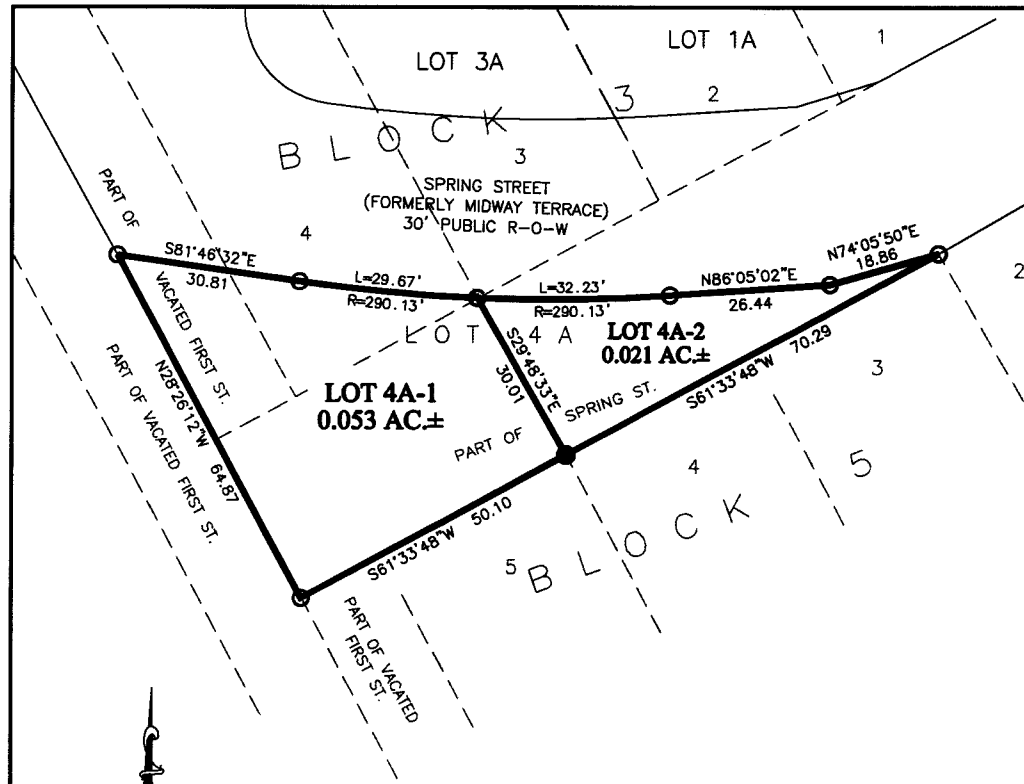
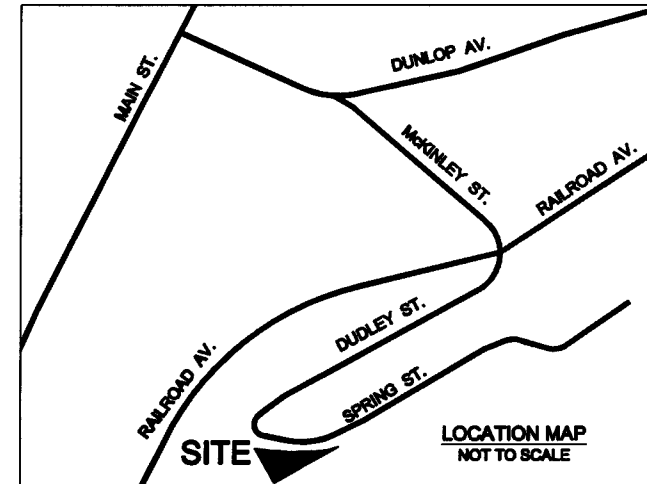
Motion to direct staff to move forward with surplus of Lot 4A-1 and Lot 4A-2 of Block 3 of Howards Addition and begin the appraisal board process.

Or

Motion to retain ownership of Lot 4A-1 and 4A-2 of Block 3 and not surplus the parcel.



**PLAT OF LOTS 4A-1 AND 4A-2, BLOCK 3 OF  
HOWARD'S FIRST ADDITION TO THE CITY OF DEADWOOD;  
FORMERLY LOT 4A, BLOCK 3 OF HOWARD'S FIRST ADDITION,  
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA**



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

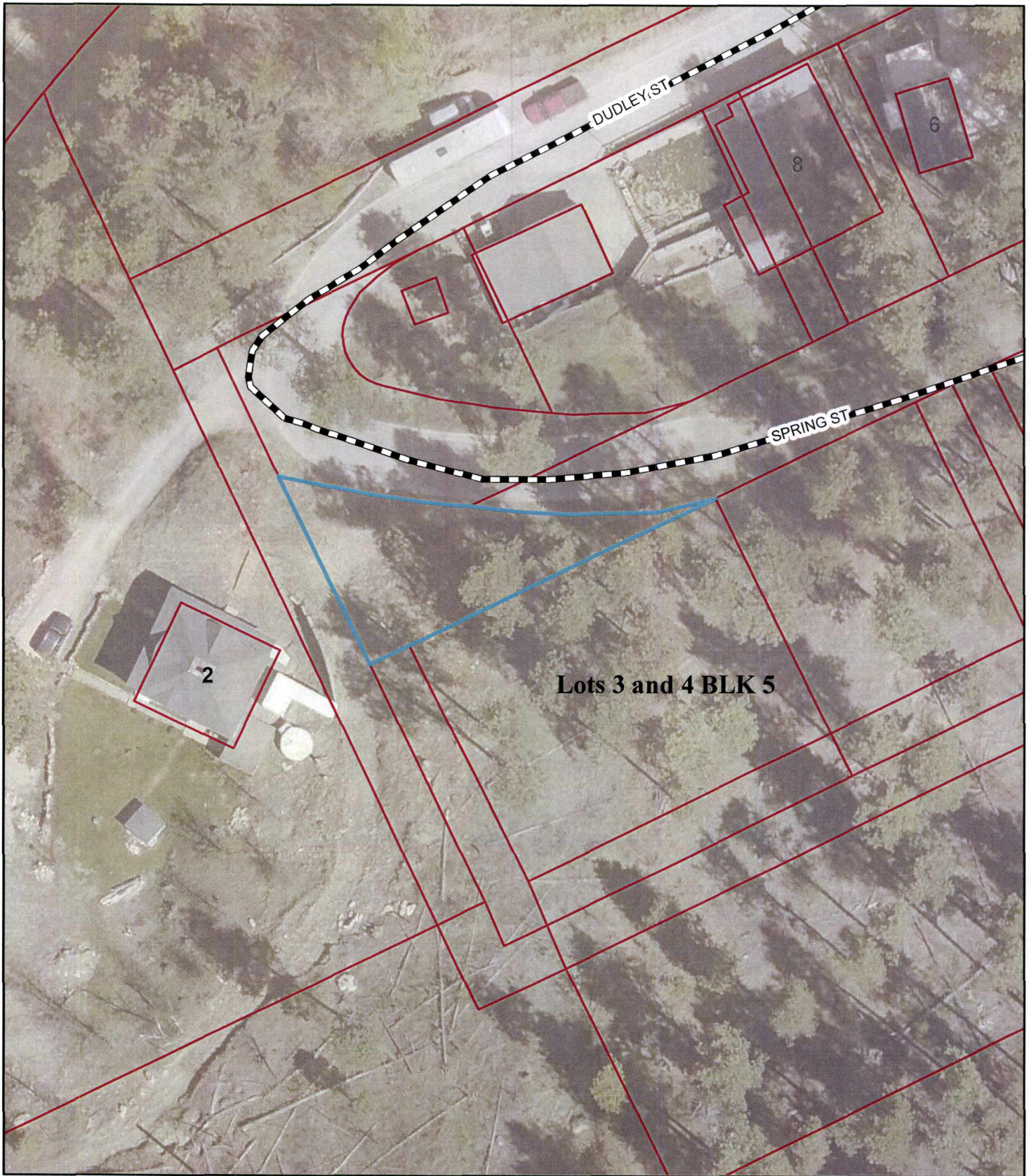
- LEGEND:**  
● SET REBAR AND CAP STAMPED LS 3977  
○ FOUND MONUMENT STAMPED LS 3977 UNLESS NOTED

- NOTES:**  
1. PROPOSED LOT AREA = 0.074 ACRES±;  
PROPOSED R-O-W AREA = 0.00 ACRES±;  
AVERAGE DENSITY PER LOT = 0.037 ACRES±  
TOTAL PROPOSED PLATTED AREA: 0.074 ACRES±  
EASEMENTS INCLUDED IN ALL AREAS.  
2. 5' UTILITY EASEMENT ON INTERIOR OF ALL LOT LINES. EASEMENTS INCLUDED IN LOT AREAS.  
3. ZONING IS R2 PER LAWRENCE CO. GIS ZONING MAP.  
4. WE HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE PORTIONS OF LAND DESIGNATED HEREON AS EASEMENTS.  
5. LOT 4A RECORDED IN PLAT DOC#2016-5228.

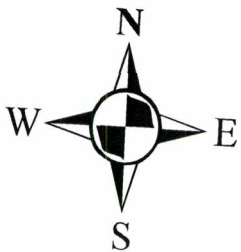
SHEET 1 OF 2

 <b>PREPARED BY:</b> ARLETH LAND SURVEYING, LLC	<b>24 CLIFF ST.</b> DEADWOOD, SD 57732 1-605-578-1637	<b>DATE: NOVEMBER 28, 2018</b> REV: SCALE: 1" = 20'	<b>APPROVED: JMA</b> DRAWN: FD FILE: 9863.dwg
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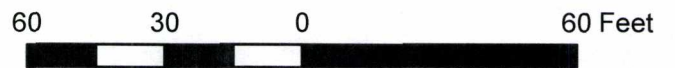




**Lots 3 and 4 BLK 5**



**Lots 4A-1 and 4A-2 Surplus Exhibit**





**ORDINANCE NUMBER: 1290**

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD

Chapter 12.54  
**PARKS AND RECREATION AREAS**

**12.54.010 System established.**

There is hereby established in the city a system of parks and recreation areas, and for such purpose the city may acquire, equip and maintain land, buildings, or other recreational facilities, and expand its funds therefor.

**12.54.020 Parks designated.**

The city's parks and public spaces, together with all structures, buildings, improvements and equipment thereon, are the property of the city and shall be and constitute the city parks.

**12.54.030 Management.**

Until and unless otherwise provided for, the management of the city parks shall be in the hands of the public works director and the supervision shall rest with the City Commission.

**12.54.040 Closure authorized.**

Upon determination that it would be in the best interests of the city that the city parks or any part thereof be closed to the public for any reason, the public works director shall, without further notice, have the authority to close all or any part of any city park to public use.

**12.54.050 Facility Reservations.**

Reservations for City of Deadwood Parks and Recreational Facilities require making application with the Deadwood Public Works Department for the reservation. Applicants reserving a Park and Recreational Facility must provide proof of a \$1,000,000.00 liability insurance policy with the City of Deadwood identified as additionally insured for the duration of the reservation at the determination of the Public Works Director or his/her designee unless otherwise agreed upon in writing by the City of Deadwood.

**12.54.060 Prohibited.**

Alcohol, anchoring of tents or inflatables in the ground without the permission of the Public Works Director or his/her designee is strictly prohibited.

Dated this 19th day of February, 2019.

CITY OF DEADWOOD

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David Ruth Jr., Mayor

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ATTEST: Jessica McKeown, Finance Officer

First Reading: February 4, 2019

Second Reading: February 19, 2019

Publish: February 21, 2019

Adopted: March 13, 2019