

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

Regular Meeting
5:00 p.m. Monday, January 7, 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 December 17, 2018 and January 2, 2019**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

A. Presentation by Margaret Sager (Lawrence County Republicans)

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. Resolution 2019-01 to Establish Wages for 2019
- B. Set Election Day; Tuesday, April 9, 2019
- C. Resolution 2018-02 Extending Workers Compensation to Specific Individuals.
- D. Permission to increase the cell phone allowance from \$23.08 to \$35.00 per pay period for the following employees: Kevin Kuchenbecker, Ken Mertens, Rob Lester, Kelly Fuller, John Tridle, Don Kryger, Randy Pfarr, Bill Burleson, Tony Bradley, Misty Trewhella, Tom Kruzel, Lance Sandidge, Ron Green and Trent Mohr. Note: This also includes Police Officers covered in the Union Contract for 2019.
- E. Remove seasonal employee Jared Quaschnick from payroll effective November 15, 2018.
- F. Permission to allow a RFP to be drafted for IT support and services.
- G. Permission to purchase 2019 Chevrolet ¾ ton Silverado Pickup from White's Queen City Motors (budgeted item meets State bid Quote) for the Parks Depts.
- H. Permission to purchase 2019 Chevrolet ¾ ton Silverado Pickup from White's Queen City Motors (budgeted item meets State bid Quote) for the Streets Depts.
- I. Permission to increase payment to Planning & Zoning Commission and Historical Preservation Commission members from \$25 per meeting to \$35 per meeting effective January 1, 2019. (Approved in 2019 budget)
- J. Amend Section 24.01 of Union Contract to correct non-certified officers pay to \$21.35, which includes 3% salary increase given to certified officers.

- K. Permission to send Trent Mohr to an International Code Council Training March 4th - 8th in Denver Colorado with use of City vehicle and total cost not to exceed \$1500.
- L. Permission for Mayor to sign agreement with NeighborWorks Dakota Home Resources for Administration of Deadwood Historical Preservation Resolving Loan and Grant Funds. (Funds budgeted with no changes from previous year.)
- M. Allow use of public property at the Event Complex on September 8 for Austin-Healy Conclave. Fees and deposit have been received.
- N. Permission to expend up to \$4500 for repairs to snow loader.
- O. Permission to purchase 12 Samsung tablets for Commission meetings at a cost not to exceed \$5,000.

7. BID ITEMS

8. PUBLIC HEARINGS

- A. Set public hearing on January 22 for St. Patrick's Day Events: open container in zones 1 and 2 on March 15 and 16, street closure and waiver of banner fees for Deadwood Chamber on March 16, 2019.

9. OLD BUSINESS

- A. Permission to create a new job description for a part-time Custodian for the Rec Center and advertise in-house for five days at \$12.27 per hr.

10. NEW BUSINESS

- A. Second Reading of Ordinance #1284 Amending Chapter 5.40 Tourist Conveyances
- B. Second Reading of Ordinance #1285 Amending Chapter 15.32 Signs
- C. Second Reading of Ordinance #1286 Amending Chapter 15.01 International Building Code
- D. Second Reading of Ordinance #1287 Amending Chapter 5.12 Contractors
- E. Second Reading of Ordinance #1288 Amending Chapter 15.12 Electrical Code
- F. Second Reading of Ordinance #1289 Amending Chapter 17 Zoning
- G. Permission to hire Albertson Engineers for design and geotechnical services for event complex parking in the amount \$6,980 to be paid from \$50,000 donation from BY Development.
- H. Permission for Mayor to sign Permanent Access Easement for Buffalo Thunder Lodge for parking and access.
- I. Permission to move location of K9 Keg Pull event (Jan. 26th) from original location to upper Main Street to in front of school.
- J. Request of City Services by K9 Keg Pull event for snow preparation
- K. Permission for the Mayor to sign Amendment to the existing CMAR Contract with Scull Construction Service, Inc. for Phase 1 of the Outlaw Square resulting from the Bid Opening on January 2, 2019. Total cost of construct for Phase 1 services set at \$645,352.00 to be paid from State of South Dakota grant proceeds.

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Next Regular Commission Meeting will be Tuesday, January 22nd @ 5:00 p.m., due to the Martin Luther King Jr. Holiday.

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, DECEMBER 17, 2018

The Regular Session of the Deadwood City Commission convened on Monday, December 17, 2018 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, Todd seconded to approve the minutes of December 3, 2018. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Martinisko moved, Struble seconded to approve the December 17, 2018 disbursements. Roll Call: Aye-All. Motion carried.

A & I DISTRIBUTORS	SUPPLIES	525.90
ACE INDUSTRIAL	SUPPLIES	3,182.00
ALBERTSON ENGINEERING	SERVICE	12,105.09
ALLIED CONSTRUCTION	PROJECT	26,442.01
ALPINE IMPRESSIONS	SERVICE	763.60
ALSCO	SUPPLIES	279.15
AMAZON	SERVICE	654.33
ARLETH LAND SURVEYING	PROJECT	470.41
ARMOUR ROOFING	PROJECT	1,100.67
ATCO INTERNATIONAL	SUPPLIES	234.00
BH CHEMICAL	SUPPLIES	3,807.71
BH COUNCIL	COMP PLAN	40,000.00
BH ENERGY	SERVICE	29,792.28
BH PIONEER	ADS	1,041.93
BH TITLE	SEARCH	150.00
BH WINDOW CLEANING	CLEANING	1,916.00
BLAIR, LINDA	REIMBURSEMENT	29.42
BRICHER, FRANK	GRANT	1,858.48
BRUNSON, RONDA	REIMBURSEMENT	375.00
CENTURY BUSINESS	SUPPLIES	604.81
CERTIFIED LABORATORIES	SUPPLIES	355.15
CHAINSAW CENTER	SUPPLIES	449.89
COCA COLA	SUPPLIES	484.00
CRESCENT ELECTRIC	SUPPLIES	647.16
CULLIGAN	SUPPLIES	193.00
DAKOTA TITLE	FEE	30.00
DEADWOOD CHAMBER	BILL LIST	19,982.31
DEADWOOD ELECTRIC	SERVICE	272.90
DEADWOOD ELKS	GRANT	11,384.56
DVFD	REIMBURSEMENT	475.00
DEADWOOD GRANITE	HEADSTONE	800.00
DONNELLY, KEVIN	REIMBURSEMENT	90.00
EAGLE ENTERPRISES	SUPPLIES	5,738.86
EMERY-PRATT	BOOKS	74.88
FASNACHT, GLENN	GRANT	4,467.25
FERBER ENGINEERING	PROJECT	3,265.78
FETERL, RONDA	REIMBURSEMENT	69.17
GALLS	UNIFORMS	340.26
GENERAL TRAFFIC CONTROLS	REPAIRS	1,598.50
GLOBAL EQUIPMENT	SUPPLIES	928.55
GLOVER, SANDY	REIMBURSEMENT	21.28
GOLDEN WEST	SERVICE	1,586.50
GRASSROOTS ADVISORS	TABLETS	3,297.10
GROTON COMMUNITY	GRANT	9,178.66
GUNDERSON, PALMER, NELSON	SERVICE	4,035.50
HAWKINS	SUPPLIES	1,034.05
INTERSTATE ENGINEERING	PROJECT	1,253.00
JACOBS WELDING	SERVICE	1,395.48
JOHNSON, TRACIE	GRANT	2,257.68
KANSAS STATE HISTORICAL	FEE	50.00
KDSJ	ADS	160.00
KONE	MAINTENANCE	455.40
LEAD-DEADWOOD REGIONAL	SHOTS	720.00
LEAD-DEADWOOD SANITARY	USAGE	24,785.06
LIGHTING PLASTICS OF MN	SUPPLIES	533.35
LITTLE SPEARFISH	GRANT	5,188.00
LOWE ROOFING	ROOFS	36,833.00
LYNN'S	SUPPLIES	41.88
M & T FIRE	SUPPLIES	1,692.00
M&M SANITATION	RENTAL	269.12
MAC CONSTRUCTION	PROJECT	25,271.00
MARCO	CONTRACT	491.65
MCNARY, TOM	GRANT	1,359.00
MENARD'S	SUPPLIES	403.97
MIDCONTINENT TESTING	TESTING	20.85
MIDWEST TAPE	DVDS	98.46
MITZI'S BOOKS	BOOKS	42.33
MDU	SERVICE	7,208.21
MS MAIL	SERVICE	1,063.20
NELSON, MARY JO	CONSULTING	1,293.75
NETWORK SERVICES	SUPPLIES	284.34
NHS OF THE BLACK HILLS	CONTRACT	4,008.75
NORTHERN HILLS TECHNOLOGY	SERVICE	32.50
NUGGET SALOON	GRANT	8,153.00
NUSTEP	MACHINE	6,594.00

REGULAR MEETING, DECEMBER 17, 2018

PASSPORT LABS	METERS	50.25
PETTY CASH	FINANCE	88.23
PITNEY BOWES	LEASE	250.05
PRUSS, ASHLEA	REIMBURSEMENT	490.84
QUILL	SUPPLIES	1,627.97
RANGEL CONSTRUCTION	PROJECT	9,536.45
REGIONAL HEALTH	TESTING	90.00
RUNGE, MIKE	REIMBURSEMENT	330.44
SD ASSN. OF RURAL WATER	DUES	575.00
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DENR	RENEWAL	48.00
SD DEPT. OF CORRECTIONS	FIREWISE	4,913.39
SD DEPT. OF REVENUE	TAX	2,759.45
SERVALL	SUPPLIES	626.05
SIOUX FALLS RUBBER STAMP	STAMP	22.45
SOUTHSIDE OIL	FUEL	10,463.30
SOUTHSIDE SERVICE	SERVICE	1,494.36
SPEIRS, MARK	PROJECT	600.00
STRETCH'S	SERVICE	687.41
STURDEVANT'S	SUPPLIES	970.39
STURGIS AUTO PARTS	SUPPLIES	1,556.73
TALLGRASS LANDSCAPE	PROJECT	5,837.50
THE LORD'S CUPBOARD	RECYCLING	47.60
TRIDLE, JOHN	REIMBURSEMENT	48.90
TRIPLE K	REPAIR	47.49
TWILIGHT	SUPPLIES	263.80
VIGILANT BUSINESS	INVESTIGATIONS	534.00
WASTE CONNECTIONS	SERVICE	7,619.95
WESTERN MICROSCOPE	EQUIPMENT	3,927.00
WESTERN STATES FIRE	INSPECTION	440.00
WHITE'S CANYON MOTORS	SUPPLIES	15.80
WILLIAMS, DIANA	REIMBURSEMENT	44.97

TOTAL \$413,929.40

CONSENT

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

- A. Permission to hire J & L Insulation, Inc. for Asbestos Removal at Franklin Motor Inn at cost of \$6,750.00 with work to be completed by January 7, 2019.
- B. Permission for Mayor to sign the 2019 Combined Voting Agreement with Lead-Deadwood School District, City of Central City, City of Lead, City of Whitewood, Lead-Deadwood Sanitary District and Lead Fire Protection District; which includes a pay increase for clerks from \$143.00 to \$156.00 per day and superintendent from \$168.00 to \$180.00 per day.
- C. Appointment of Jessica McKeown, Finance Officer, to Capital Improvement Leadership Committee.
- D. Permission to purchase 5500 gallons of gasoline from Southside Oil at \$1.95 per gallon
- E. Acknowledge Ach payment to bond holders from Series 2012 and Series 2015 Certificate of Participation (interest totaled \$121,000.00 and principle totaled \$2,635.00)
- F. Purchase 20 Blaze Plus Model HD Body Cams from Body Cams by Retired Cops in the amount of \$10,229.00
- G. Permission to hire Archaeological Research Center to conduct monitoring of a proposed retaining wall excavation project associated with Outlaw square at a cost of \$44.06 an hour for total cost not to exceed \$8,107.04
- H. Permission to order Ford F550 cab and chassis from White's Canyon Ford for \$48,741.00 (2019 streets budget item)
- I. Permission to order a John Deere X758 Tractor from RDO Equipment Company for \$16,362.86 (2019 Parks budget item)
- J. Permission to order a Snow Plow/Pusher from RDO Equipment Company for \$2,800.00 (2019 Parks budget item)
- K. Add Melissa Rodgers to the Volunteer Fire Department roster for worker's compensation purposes effective December 13, 2018
- L. Permission for Northern Homes and RV in Whitewood to do miscellaneous body and paint repairs on 3 trolleys not exceed \$8,500.00 (budgeted item under repairs)
- M. Permission for Mayor to sign contract with Tall Grass Architectural, LLC for Whitewood Creek Improvements Phase 4
- N. Permission for Mayor to sign renewal agreement with Terry Peak Ski Resort for billboard lease from November 1, 2018 to October 31, 2019 at rate of \$220.00 per month

REGULAR MEETING, DECEMBER 17, 2018

BID ITEMS

Mayor Ruth Jr. stated one bid was opened for Design Build on the replacement and upgrade of the HVAC system at the History and Interpretive Center at 2:00 p.m. on December 13 as advertised. Bid bond was included.

Rasmussen Mechanical - \$129,902.00

Martinisko moved, Struble seconded to approve staff recommendation and approve bid from Rasmussen Mechanical and allow Mayor to sign contract when available from Attorney. Roll Call: Aye-All. Motion carried.

Surplus

Mayor Ruth Jr. stated sealed bids were opened for Surplus items at 2:00 p.m. on December 13 as advertised.

1992 Chevy Pickup – VIN# 8740 - Jim's Auto Salvage bid \$427
1996 Dodge Ram – VIN# 4425 - Jim's Auto Salvage bid \$432
2005 Dodge Durango – VIN# 9263 - Jim's Auto Salvage bid \$357
2008 Dodge Durango – VIN # 2008 - Jim's Auto Salvage bid \$357
Pettibone Crane - Jim's Auto Salvage bid \$3,827

Martinisko moved, Todd seconded to approve staff recommendation and approve bids from Jim's Auto Salvage. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Notice of Levy for BID 1-6

Public hearing was opened at 5:05 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed. Struble moved, Martinisko seconded to approve Notice of Levy for Business Improvement District 1-6 Assessments per Ordinance #1281. Roll Call: Aye-All. Motion carried.

Mardi Gras

Public hearing was opened at 5:05 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber of Commerce, was available to answer questions, hearing closed.

Todd moved, Struble seconded to allow the relaxation of the open container ordinance on Main Street from Tin Lizzie Gaming Complex to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street on Friday, March 1, 2019 from 5:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to relax the open container ordinance for same area as approved on Friday March 1 for Saturday, March 2, 2019 from 12:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to approve waiver of banner fees and street closure on Main Street from Tin Lizzie Gaming Resort to the Masonic Temple from 6:45 p.m. to 8:00 p.m. or until parade ends on Saturday, March 2, 2019. Roll Call: Aye-All. Motion carried.

Ball Drop

Public hearing was opened at 5:06 p.m. by Mayor Ruth Jr. John Rystrom, Silverado, was available to answer questions, hearing closed.

Martinisko moved, Struble seconded to approve street closure on Main Street from Pine Street to Lee Street from 11:50 p.m. on December 31, 2018 to 12:10 a.m. on January 1, 2019 for the New Year's Eve Ball Drop at the Franklin Hotel. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, DECEMBER 17, 2018

Comprehensive Plan

Public hearing was opened at 5:10 p.m. by Mayor Ruth Jr. Lysann Zeller, Black Hills Council of Local Governments, gave a brief update of the Comprehensive Plan. She spoke of the highlights, which were: preservation of historic and natural resources, make Deadwood more family friendly, housing, parking, pedestrian crossing, public transportation, community and senior centers, trails, outside community gathering space, and further development of tourism based on Deadwood's unique history. In addition, nine plan elements: historic preservation, land use and growth, housing transportation, city facilities and services, parks and recreation, economic development, disaster prevention and mitigation, and wildfires. She thanked Comprehensive Plan Committee members, city staff and Deadwood History Inc. Commission thanked her for her time.

NEW BUSINESS

Resolution 2018-29

Struble moved, Martinisko seconded to approve Resolution 2018-29 Adopting the Deadwood Comprehensive Plan. Planning and Zoning recommended on December 5, 2018 and Historic Preservation recommended on December 12, 2018. Roll Call: Aye-All. Motion carried.

CITY OF DEADWOOD RESOLUTION 2018-29

RESOLUTION ADOPTING THE DEADWOOD COMPREHENSIVE PLAN,

PROVIDING FOR THE PHYSICAL DEVELOPMENT OF THE CITY HEREWITH

WHEREAS, the City of Deadwood is responsible for the preparation and adoption of a Comprehensive Plan, pursuant to SDCL 11-6-2 for the purpose of promoting the health, safety, and general welfare of the municipality; and,

WHEREAS, in an effort to update the Deadwood Comprehensive Plan, adopted on April 16, 2001, the City of Deadwood has engaged in the comprehensive planning process for the physical development of the municipality and public participation opportunities were provided throughout the process; and,

WHEREAS, the Comprehensive Plan is a vision document that will provide guidance to decision makers, residents, property owners, organizations, and other interested parties about the future development of Deadwood; and,

WHEREAS, the Planning and Zoning Commission of Deadwood, after careful study and a public hearing held in accordance with SDCL 11-6-17 on December 5, 2018, recommends to this City Commission a Comprehensive Plan for Deadwood; and,

WHEREAS, the City Commission of Deadwood has carefully considered the recommended Comprehensive Plan document (Final Draft version dated November, 2018) and accompanying maps, charts, descriptive and explanatory matter, action plans, and appendix, and finds that said plan constitutes a suitable, logical, and timely plan for the future development of Deadwood; and,

WHEREAS, the City Commission of Deadwood held a public hearing, in accordance with SDCL 11-6-18, on the proposed Comprehensive Plan for the City of Deadwood, South Dakota.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of Deadwood that the Deadwood Comprehensive Plan (Final Draft version dated November, 2018) hereby supersedes the 2001 Deadwood Comprehensive Plan.

Dated this 17th day of December, 2018

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

REGULAR MEETING, DECEMBER 17, 2018

Agreement

Martinisko moved, Struble seconded to allow Mayor to sign Verizon Wireless Master Lease agreement. Planning and Zoning Administrator Nelson Jr. explained the agreement, which includes five small cells throughout Deadwood to provide enhanced communication service. Roll Call: Aye-All. Motion carried.

Final Plat

Todd moved, Struble seconded to act as Board of Adjustment and approve final plat of submitted by the City of Deadwood. Full Legal Description: 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. Roll Call: Aye-All. Motion carried.

Job Description

Martinisko moved, Struble seconded to continue new job description for a part-time Custodian/Front Desk Trainer for the Rec Center unit January 7 for further review. Roll Call: Aye-All. Motion carried.

Resolution 2018-30

Martinisko moved, Struble seconded to approve Resolution 2018-30 Designating Special Events Recognized by the City of Deadwood for purposes of Ordinances Section 15.32.100 and 15.32.140 for 2019. Roll Call: Aye-All. Motion carried.

RESOLUTION 2018-30

A RESOLUTION DESIGNATING SPECIAL EVENTS RECOGNIZED BY THE CITY OF DEADWOOD FOR PURPOSES OF ORDINANCES 15.32.100 AND 15.32.140
BE IT RESOLVED by the Deadwood City Commission that the following events, with their respective months of occurrence, are hereby recognized for the year 2019 as "special or civic event(s)" for purposes of Ordinances 15.32.100 and 15.32.140:

<u>Special or Civic Event:</u>	<u>Date(s) of Event:</u>
1. ISOC Deadwood SnoCross Shootout	January 25-26, 2019
2. Mardi Gras	March 1-2, 2019
3. St. Patrick's Day	March 15-16, 2019
4. Forks, Corks, and Kegs	April 5-6, 2019
5. Wild Bill Hickok Days	June 14-15, 2019
6. 3 Wheeler Rally	July 9-14, 2019
7. Days of '76	July 23-26, 2019
8. Sturgis Rally	August 5-10, 2019
9. Kool Deadwood Nites	August 22-25, 2019
10. Oktoberfest	October 4-5, 2019
11. Wild West Songwriter's Festival	October 10-11, 2019

Dated this 17th day of December, 2018

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Resolution 2018-31

Martinisko moved, Todd seconded to approve Resolution 2018-31 to Establish Fee Schedule for 2019. Commissioner Martinisko questioned seasonal rates at the Broadway Parking Ramp. Roll Call: Aye-All. Motion carried.

CITY OF DEADWOOD RESOLUTION 2018-31

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:

REGULAR MEETING, DECEMBER 17, 2018

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
Contractor's License-new	\$75.00
Contractor's License-renewal (before February 15th)	\$50.00
Horse Drawn Vehicles-limited to two	\$75.00
Grading Fee	
0 to 10 cubic yards.....	no charge
11 to 50 cubic yards	\$50.00
Over 50 cubic yards.....	\$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:	
First hour	\$3.00
Second hour.....	\$5.00
Third hour to Twenty-four hours	\$10.00
Lost Ticket.....	\$10.00
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

REGULAR MEETING, DECEMBER 17, 2018

Other offenses:

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

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

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

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)

REGULAR MEETING, DECEMBER 17, 2018

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

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	\$1.82 \$1.91 /1,000 gallons
5,000 - 9,999 gallons	\$2.21 \$2.32 /1,000 gallons
10,000 - 19,999 gallons	\$2.75 \$2.89 /1,000 gallons
20,000 - 49,999 gallons	\$3.31 \$3.48 /1,000 gallons
50,000 and over gallons	\$4.41 \$4.63 /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	\$44.56 \$36.23
1.5 inch	\$59.67 \$48.51
2 inch	\$89.51 \$72.77
3 inch	\$134.25 \$109.15
4 inch	\$179.00 \$145.53
6 inch	\$268.51 \$218.30

REGULAR MEETING, DECEMBER 17, 2018

with commercial water usage rates as follows:

Water Usage	Water Rate
0 - 9,999 gallons	\$3.31 \$3.48 /1,000 gallons
10,000 - 49,999 gallons	\$3.86 \$4.05 /1,000 gallons
50,000 and over gallons	\$4.41 \$4.63 /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 17th day of December, 2018

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Hire

Martinisko moved, Struble seconded to hire Geoff Fullingsness temporary/part-time to perform inspections on dilapidated buildings for the city’s demolition by neglect program at \$35.00 per hour and allow Mayor to sign amended agreement. Roll Call: Aye-All. Motion carried.

Ordinances

Department Heads and Building Inspector explained the changes to the following Ordinances.

Todd moved, Struble seconded to approve first reading of Ordinance #1284 Amending Chapter 5.40 Tourist Conveyances. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to approve first reading of Ordinance #1285 Amending Chapter 15.32 Signs. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to approve first reading of Ordinance #1286 Amending Chapter 15.01International Building Code. Roll Call: Aye-All. Motion carried.

Martinisko moved, Todd seconded to approve first reading of Ordinance #1287 Amending Chapter 5.12 Contractors. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, DECEMBER 17, 2018

Ordinance's cont.

Todd moved, Martinisko seconded to approve first reading of Ordinance #1288 Amending Chapter 15.12 Electrical Code. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to approve first reading of Ordinance #1289 Amending Chapter 17 Zoning. Roll Call: Aye-All. Motion carried.

ADJOURNMENT

Martinisko moved, Struble seconded to adjourn the regular session at 5:41 p.m. The next regular meeting will be on Monday, January 7, 2019.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

SPECIAL MEETING, JANUARY 2, 2019

The Special Meeting of the Deadwood City Commission convened on Wednesday, January 2, 2019 at 1:00 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, and Commissioners Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

NEW BUSINESS

Results

Historic Preservation Officer, Kuchenbecker stated 11 bids were opened for Franklin Motor Lodge Structure Demolition & Utility Work Construction Project (Bid Package 1 of Outlaw Square) at 2:00 p.m. on December 21 as advertised. Scott Edwards, Project Manager, discussed the bids received.

Edwards stated for Sitework, Excavation, Utilities, and Demolition (31A) the lowest bidder, CAI Construction, had large scope gabs and sent a letter asking to not honor their bid. Edwards recommended to award Quinn Construction in the amount of \$208,400.00.

Edwards stated for Concrete Retaining Wall (32A) recommended to award Scull Construction in the amount of \$168,000.00.

Edwards stated for Traffic Control (1A) the lowest bid received was not a stand-alone bid from GTI Companies, so recommended to award RHS in the amount of \$6,915.00.

Commissioner Todd questioned stand by time. Edwards stated stand by time is for unforeseen conditions during excavating.

Martinisko moved, Todd seconded to approve recommendation and approve bid from Quinn Construction for Sitework, Excavation, Utilities, and Demolition in the amount of \$208,400.00. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to approve recommendation and approve bid from Scull Construction for Concrete Retaining Wall in the amount of \$168,000.00. Roll Call: Aye-All. Motion carried.

Martinisko moved, Todd seconded to approve recommendation and approve bid from RHS for Traffic Control in the amount of \$6,915.00. Roll Call: Aye-All. Motion carried.

Acknowledge of Addendums were included in the following bids:

1A – Traffic Control

GTI Companies, Inc. - \$2,500.00

RHS, Inc. - \$6,915.00

31A – Sitework, Excavation, Utilities, and Demolition

CAI 2 LLC - \$114,500.00 – Unclassified X: \$12.50CY / Stand-BY Time: \$235.00 per hour

Quinn Construction - \$208,400.00 – Unclassified X: \$25.00CY / Stand-BY Time: \$250.00 per hour

North Star Construction - \$208,523.00 – Unclassified X: \$10.00CY / Stand-BY Time: \$75.00 per hour

Pedersen Excavating - \$214,000.00 – Unclassified X: \$35.00CY / Stand-BY Time: \$300.00 per hour

GTI Companies - \$291,635.00 – Unclassified X: \$40.00CY / Stand-BY Time: \$800.00 per hour

Site Work Specialist - \$329,300.00 – Unclassified X: \$30.00CY / Stand-BY Time: \$50.00 per hour

32A – Concrete Retaining Wall

Scull Construction Service - \$168,000.00

GTI Companies - \$205,000.00

Powder River Construction - \$236,000.00

SPECIAL MEETING, JANUARY 2, 2019

Street Closure

Martinisko moved, Struble seconded to approve street closure of Deadwood Street between Highway 14A and Main Street beginning January 7, 2019 for construction of Outlaw Square. Scott Edwards, Project Manager, discussed the phases of site staging and laydown plan. Commissioner Todd asked if staff received any Williams Street concerns. Roll Call: Aye-All. Motion carried.

Allow

Martinisko moved, Todd seconded to allow unloading and loading zone (2 spaces) on Main Street for Hickok’s Hotel and Gaming during closure of Deadwood Street. Discussion was held concerning special events. Roll Call: Aye-All. Motion carried.

Historic Preservation Officer stated this meeting allows us to create amendment to contract, the overall package of phase 1 for Commission meeting on January 7.

Commissioner Todd questioned when the State Archeology would be available. Kuchenbecker stated they would be monitoring the site closely.

Commissioner Martinisko thanked Safety Committee, and Parking and Transportation. She said this will not be an easy transition to something wonderful but encourages community to look forward as we proceed.

ADJOURNMENT

Struble moved, Martinisko seconded to adjourn the special meeting at 1:25 p.m. The next regular meeting will be on Monday, January 7, 2019.

ATTEST:	DATE: _____
_____	BY: _____
Jessicca McKeown, Finance Officer	David Ruth Jr., Mayor

Published once at the total approximate cost of _____

12/07/2018 10:17 AM

A/P Regular Open Item Register

PAGE: 1

PACKET: 04502 CLOSING FEES - 12/07/18

VENDOR SET: 01 CITY OF DEADWOOD

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

Additional Bill - 1/7/2019

-----ID-----		GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME----- DISTRIBUTION
01-3984		BLACK HILLS TITLE, INC.			
I-120618		CLOSING FEE - OUTLAW SQUARE	494.50		
12/07/2018	FNBAP	DUE: 12/07/2018 DISC: 12/07/2018		1099: N	
		CLOSING FEE - OUTLAW SQUARE		209 4980-429-02	OUTLAW SQUARE 494.50
		=== VENDOR TOTALS ===	494.50		
01-1496		LAWRENCE CO. REGISTER OF DEEDS			
I-120718		RECORDING FEE - OUTLAW SQUARE	30.00		
12/07/2018	FNBAP	DUE: 12/07/2018 DISC: 12/07/2018		1099: N	
		RECORDING FEE - OUTLAW SQUARE		209 4980-429-02	OUTLAW SQUARE 30.00
		=== VENDOR TOTALS ===	30.00		
		=== PACKET TOTALS ===	524.50		

PACKET: 04531 COMBINED - 1/8/19
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4450	FIDLER, KENDRICK					
		I-REFUND BP180484	101-3000-205	BUILDING PERM 2018 BP REFUND BP180484/BLDG I	000000	192.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 192.00
01-0464	TYLER TECHNOLOGIES, INC					
		I-025-245701	101-4111-422	PROFESSIONAL MAYOR SIGNATURE SCAN - COMM.	000000	138.00
01-3975	FIRST NATIONAL CREDIT C					
		I-12/26/18 CC MOHR	101-4111-426	SUPPLIES HI VIZ SAFETY WEAR PARLA/WATER	000000	146.95
				DEPARTMENT 111	COMMISSION	TOTAL: 284.95
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/19	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,522.39
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-344070	101-4142-426	SUPPLIES COMPUTER MONITOR - FINANCE	000000	149.00
		I-344242	101-4142-422	PROFESSIONAL COMPUTER SERVICE - FINANCE	000000	106.25
01-1171	A & B BUSINESS SOLUTION					
		I-IN573974	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	143.71
01-1725	QUILL CORPORATION					
		I-3472732	101-4142-426	SUPPLIES COMPUTER MONITOR BOXES-FINANCE	000000	37.98
		I-3506118	101-4142-426	SUPPLIES FOLDERS,PAPER,ORGANIZER-FINANC	000000	249.41
01-3877	MUTUAL OF OMAHA					
		I-MUTUAL	101-4142-415	GROUP INSURAN LIFE INSURANCE - JAN. 2019	000000	21.41
				DEPARTMENT 142	FINANCE	TOTAL: 2,230.15
01-0429	BLACK HILLS ENERGY					
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	33.53
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	20.73
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES WELCOME SIGN JCT HWY 385 & CLI	000000	14.53
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES 1 MILLER STREET	000000	17.40
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	17.52
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES WELCOME SIGN DEADWOOD HILL	000000	25.29
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES SAMPSON STREET PUMP	000000	17.80
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES PRESSURE REG STATION	000000	150.23
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES GAYVILLE PUMP	000000	12.00
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES 1 MCKINLEY ST TRAFFIC LIGHTS	000000	81.86
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	177.73
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES 565 MAIN STREET LIGHTS	000000	33.80
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES 135 SHERMAN STREET LIGHTS	000000	67.10

PACKET: 04531 COMBINED - 1/8/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
	I-ELECTRIC	12-28-18	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	6,638.82
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 398 WILLIAMS STREET LIGHTS	000000	32.83
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	25.78
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 610 BROADWAY STREET	000000	139.66
	I-ELECTRIC	12-28-18	101-4192-428-07	UTILITIES - F FIRE HALL	000000	542.96
	I-ELECTRIC	12-28-18	101-4192-428-07	UTILITIES - F 737 MAIN STREET FIRE HALL	000000	11.10
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	41.99
	I-ELECTRIC	12-28-18	101-4192-428-19	UTILITIES - G 418 CLIFF STREET GATEWAY	000000	133.24
	I-ELECTRIC	12-28-18	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	58.14
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	171.84
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES STREET	000000	17.36
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES PUMP 119 DENVER AVENUE	000000	874.68
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	130.92
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 509 WILLIAMS STREET LIGHTS	000000	28.41
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES TIMMS LANE POLE BUILDING	000000	68.17
	I-ELECTRIC	12-28-18	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	577.28
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 105 1/2 SHERMAN ST TRAFFIC LTS	000000	87.03
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 102 WATER TANK LANE	000000	12.00
	I-ELECTRIC	12-28-18	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	334.87
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 7 1/2 PECK STREET LIGHTS	000000	51.52
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES WILD BILL STATUE LIGHT	000000	12.00
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 135 WILLIAMS STREET LIGHTS	000000	29.37
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 34 LINCOLN AVENUE LIGHTS	000000	41.34
	I-ELECTRIC	12-28-18	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	12.00
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 368 WILLIAMS STREET LIGHTS	000000	29.24
	I-ELECTRIC	12-28-18	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN ST	000000	719.41
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 65 SHERMAN STREET	000000	1,906.55
	I-ELECTRIC	12-28-18	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	153.90
	I-ELECTRIC	12-28-18	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	14.52
	I-ELECTRIC	12-28-18	101-4192-428-03	UTILITIES - B CONSESSION STAND 16 CRESCENT	000000	235.41
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	81.63
	I-ELECTRIC	12-28-18	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM 40 CRESCENT	000000	3,796.88
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 20 WABASH STREET LIGHTS	000000	25.77
	I-ELECTRIC	12-28-18	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET CITY HALL	000000	2,404.40
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 22 DUDLEY STREET LIGHTS	000000	49.96
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 9 CEMETERY STREET LIGHTS	000000	16.31
	I-ELECTRIC	12-28-18	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	541.54
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	31.83
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	17.80
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	528.89
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE	000000	12.00
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES TICKET BOOTH/BATHROOM	000000	17.96
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 301 CLIFF STREET	000000	1,255.10
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES PRV STATION 4 DAKOTA STREET	000000	208.00
	I-ELECTRIC	12-28-18	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	277.08
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 178 SHERMAN STREET LIGHTS	000000	93.31
	I-ELECTRIC	12-28-18	101-4192-428-21	UTILITIES - W 501 MAIN STREET WELCOME CENTER	000000	1,171.86
	I-ELECTRIC	12-28-18	101-4192-428	UTILITIES 46 FREMONT STREET LIGHTS	000000	47.92

PACKET: 04531 COMBINED - 1/8/19
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNEAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES 22 WASHINGTON STREET LIGHTS	000000	88.75
		I-ELECTRIC 12-28-18	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	1,564.58
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES 4 MT MORIAH ROAD LIGHTS	000000	34.63
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	367.93
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES 5 SIEVER STREET	000000	658.57
		I-ELECTRIC 12-28-18	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT STREET	000000	344.75
		I-ELECTRIC 12-28-18	101-4192-428-06	UTILITIES - D 15 CRESCENT STREET RODEO	000000	1,044.84
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES 7 1/2 SAMPSON STREET LIGHTS	000000	86.59
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES 62 FOREST AVENUE LIGHTS	000000	69.74
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES REDWOOD TANK	000000	170.16
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES PUMP 50 PLEASANT STREET	000000	82.17
		I-ELECTRIC 12-28-18	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	0.00
		I-ELECTRIC 12-28-18	101-4192-428-12	UTILITIES - P 767 MAIN STREET	000000	11.10
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BLDG	000000	150.09
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES WATER HEAT TAPE	000000	32.14
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES PRESSURE REDUCTION STATION	000000	278.34
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES FLAG 2 MOUNT MARIAH DRIVE	000000	36.77
		I-ELECTRIC 12-28-18	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVENUE	000000	723.89
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	12.25
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES 8 DAKOTA STREET LIGHTS	000000	19.81
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	36.43
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES 49 SHERMAN STREET LIGHTS	000000	166.82
		I-ELECTRIC 12-28-18	101-4192-428	UTILITIES 17 PLEASANT STREET LIGHTS	000000	29.73
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/19	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,244.12
01-0479	EPCO ENVIRONMENTAL PROD					
		I-64499	101-4192-426	SUPPLIES VARIOUS PLEATED AIR FILTERS/PB	000000	862.26
01-0551	MENARD'S					
		I-3208	101-4192-425-04	REPAIRS - CIT MANHATTAN BRACKETLESS/CITY HAL	000000	29.99
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 12-20-18	101-4192-428-04	UTILITIES - C CITY HALL	000000	732.59
		I-NAT GAS 12-20-18	101-4192-428-14	UTILITIES - S CITY SHOP	000000	611.97
		I-NAT GAS 12-20-18	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	349.70
		I-NAT GAS 12-20-18	101-4192-428-12	UTILITIES - P PAVILION	000000	0.00
		I-NAT GAS 12-20-18	101-4192-428-07	UTILITIES - F FIRE HALL	000000	562.08
		I-NAT GAS 12-20-18	101-4192-428-13	UTILITIES - R REC CENTER	000000	4,127.59
		I-NAT GAS 12-20-18	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	400.22
		I-NAT GAS 12-20-18	101-4192-428	UTILITIES GAYVILLE WATER HOUSE BLACKTAIL	000000	35.14
		I-NAT GAS 12-20-18	101-4192-428-09	UTILITIES - H HARCC	000000	356.08
		I-NAT GAS 12-20-18	101-4192-428-19	UTILITIES - G GATEWAY PLUMA	000000	62.82
		I-NAT GAS 12-20-18	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	134.61
		I-NAT GAS 12-20-18	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	221.75
		I-NAT GAS 12-20-18	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	268.87
		I-NAT GAS 12-20-18	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	664.45

PACKET: 04531 COMBINED - 1/8/19
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0553	MONTANA DAKOTA UTILITIE	continued				
		I-NAT GAS 12-20-18	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	495.76
01-0578	TWIN CITY HARDWARE & LU					
		I-1812-0000919	101-4192-425-07	REPAIRS - FIR THIN WIRE-BOX CONNECTOR/FIRE	000000	46.70
		I-1812-000889	101-4192-425-04	REPAIRS - CIT (2) 10 PK WIRE SPLC CONNECT/CI	000000	6.98
		I-1812-000890	101-4192-425-04	REPAIRS - CIT SCREW EYE-CEILING HOOK-BIT/CIT	000000	20.15
		I-1812-000892	101-4192-425-10	REPAIRS - LIB CLIPBRD-BIT-MOUSE TRAP-FAST/LI	000000	125.25
		I-1812-000893	101-4192-425-17	REPAIRS-DAYS CONN-SEALANT-ADHESIVE/DAYS MUS	000000	25.97
		I-1812-000895	101-4192-425-04	REPAIRS - CIT ADJ WRENCH-LONG NOSE PLIERS/CI	000000	33.48
		I-1812-000897	101-4192-425-02	REPAIRS - ADA 3V LITHIUM WATCH BATTERY/AD MU	000000	5.99
		I-1812-000898	101-4192-425-14	REPAIRS - STR CPR PIPE-HEATER KIT-CPLING/STR	000000	56.10
		I-1812-000899	101-4192-425-17	REPAIRS-DAYS 5 PC SCREWDRIVER SET/DAYS MUS	000000	16.99
		I-1812-000902	101-4192-425-14	REPAIRS - STR (2) ANGLE VALVES/STREETS	000000	19.98
		I-1812-000905	101-4192-425-17	REPAIRS-DAYS 26W CFL BULBS-VINEGAR/DAYS MUS	000000	60.94
		I-1812-000910	101-4192-425-13	REPAIRS - REC FASTENERS-WEDGE DOOR STP/REC	000000	7.45
		I-1812-000920	101-4192-426	SUPPLIES FASTENERS-BR HOOK-WIRE/PUB BLD	000000	51.02
		I-1812-000922	101-4192-425-04	REPAIRS - CIT GLUE-CONNECTOR-WALL PL/CITY	000000	12.55
		I-1812-000923	101-4192-426	SUPPLIES STEP DRILL BIT/PUB BLDG	000000	41.99
		I-1812-000924	101-4192-426	SUPPLIES BROAD HINGE-PLASTIC SHIMS/PB	000000	13.27
		I-1812-000925	101-4192-425-05	REPAIRS - COL FLOOD FNDT VENT-FASTENERS/CLD	000000	3,801.49
		I-1812-000928	101-4192-425-04	REPAIRS - CIT FASTENERS VARIOUS/CITY HALL	000000	2.98
		I-1812-000929	101-4192-425-04	REPAIRS - CIT FASTENERS VARIOUS/CITY HALL	000000	2.25
		I-1812-000931	101-4192-425-04	REPAIRS - CIT CONN-BTRY CHRGR-OUTLET/CITY	000000	94.02
		I-1812-000934	101-4192-425-05	REPAIRS - COL GLUE HURRIBOND-FLOOD VENT/CLD	000000	579.97
		I-1812-000936	101-4192-425-04	REPAIRS - CIT SOCKETS-SEALANT-MAGNET/CITY	000000	57.42
		I-1812-000942	101-4192-426-14	SUPPLIES - ST BATHRM CLNR-DUSTER REFILL/STR	000000	40.95
		I-1812-001444	101-4192-425-05	REPAIRS - COL (3) 2X4X12 TREATED/COLD STG	000000	29.97
		I-1812-001664	101-4192-425-05	REPAIRS - COL 2X6X8 TREATED/COLD STORAGE	000000	8.99
		I-1812-001706	101-4192-425-05	REPAIRS - COL MULTITOOL-CAULK-FASTENERS/CLD	000000	77.72
		I-1812-001771	101-4192-425-05	REPAIRS - COL FASTENERS VARIOUS/COLD STG	000000	7.70
		I-1812-001940	101-4192-425-05	REPAIRS - COL GASKET-BOLTS-CAPS/COLD STG	000000	18.95
		I-1812-001947	101-4192-425-14	REPAIRS - STR COMP SHIMS-ACRYLIC CAULK/STR	000000	14.98
01-0682	PITNEY BOWES INC					
		I-122818	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-1098	HILLYARD/SIOUX FALLS					
		I-603260017	101-4192-426-21	SUPPLIES - WE REJUVNAL-MULTI PURPS CLNR/WC	000000	99.77
		I-603261890	101-4192-426-21	SUPPLIES - WE ARSENAL ROBUSTO/WELCOME CENTER	000000	55.33
01-1148	KNECHT HOME CENTER, INC					
		I-1325833	101-4192-425-06	REPAIRS - DAY REDWOOD-ALK BATTERY/GRANDST	000000	172.45
		I-2088867	101-4192-425-06	REPAIRS - DAY ROLLEX FOREST GREEN-PINE/GRAND	000000	58.48
01-1333	DEADWOOD ELECTRIC					
		I-21768	101-4192-425-05	REPAIRS - COL MOVE ELECT ABOVE 60"/COLD STG	000000	1,830.90
		I-21769	101-4192-425-14	REPAIRS - STR WIRE IN NEW WATER HEATER/ST	000000	152.42

PACKET: 04531 COMBINED - 1/8/19
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1370	TEMPERATURE TECHNOLOGY,					
	I-22706	101-4192-425-04	REPAIRS - CIT IN OFFICE GRAPHICS UPGRADE/CIT	000000	1,237.40	
01-1396	LOWE ROOFING, INC.					
	I-14732	101-4192-425-09	REPAIRS - HAR ROOF REPLACEMENT HAIL/HARCC	000000	16,136.00	
01-1483	KNECHT HOME CENTER					
	I-1567369	101-4192-425-04	REPAIRS - CIT (120) FIRERDWH2'TEE 60/C/CITY	000000	218.40	
01-1626	SERVALL UNIFORM AND LIN					
	I-SERVALL 12-13-18	101-4192-426-04	SUPPLIES - CI CITY HALL - 0126687	000000	205.73	
	I-SERVALL 12-13-18	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0126689	000000	60.09	
	I-SERVALL 12-13-18	101-4192-426-08	SUPPLIES - HI HISTORY / 0126688	000000	71.53	
	I-SERVALL 12-13-18	101-4192-426-10	SUPPLIES - LI LIBRARY /	000000	0.00	
	I-SERVALL 12-13-18	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0126683	000000	38.85	
	I-SERVALL 12-13-18	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0126684	000000	122.83	
	I-SERVALL 12-27-18	101-4192-426-04	SUPPLIES - CI CITY HALL - 0132607	000000	205.73	
	I-SERVALL 12-27-18	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0132610	000000	60.09	
	I-SERVALL 12-27-18	101-4192-426-08	SUPPLIES - HI HISTORY / 0132608	000000	71.53	
	I-SERVALL 12-27-18	101-4192-426-10	SUPPLIES - LI LIBRARY / 0132609	000000	31.70	
	I-SERVALL 12-27-18	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0132604	000000	38.85	
	I-SERVALL 12-27-18	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0132605	000000	122.83	
01-3094	BOMGAARS					
	I-57458646	101-4192-425-05	REPAIRS - COL JIGSAW BLADES-WOOD-METAL/CLD S	000000	234.95	
01-3156	BRANDON INDUSTRIES INC.					
	I-148606	101-4192-426-17	SUPPLIES - DA 12 X 18 TRAFFIC SIGN/DAYS MUS	000000	1,038.00	
01-3342	RASMUSSEN MECHANICAL SE					
	I-INVO19605	101-4192-425-17	REPAIRS-DAYS IGNITOR-ROD-GASKET-CVR PL/DAYS	000000	81.72	
01-3506	ALSCO					
	I-LCAS1244240	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	44.32	
01-3744	EB COMMUNICATIONS, LLC					
	I-10258	101-4192-433	IMPROVEMENTS INSTALL CELLPHONE BOOSTER/STR	000000	1,442.00	
01-3838	VAST BROADBAND					
	I-TELEPHONE 12-16-18	101-4192-428-07	UTILITIES - F FIRE DEPT	000000	379.43	
	I-TELEPHONE 12-16-18	101-4192-428-10	UTILITIES - L LIBRARY	000000	253.21	
	I-TELEPHONE 12-16-18	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	229.30	
	I-TELEPHONE 12-16-18	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	242.88	
	I-TELEPHONE 12-16-18	101-4192-428-04	UTILITIES - C CITY HALL	000000	1,378.66	
	I-TELEPHONE 12-16-18	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00	
	I-TELEPHONE 12-16-18	101-4192-428-14	UTILITIES - S STREET DEPT	000000	44.50	
	I-TELEPHONE 12-16-18	101-4192-428-06	UTILITIES - D DAYS OF 76 GRANDSTANDS	000000	162.34	
	I-TELEPHONE 12-16-18	101-4192-428-12	UTILITIES - P PAVILION	000000	0.00	
	I-TELEPHONE 12-16-18	101-4192-428-04	UTILITIES - C CITY HALL	000000	237.57	

PACKET: 04531 COMBINED - 1/8/19

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
01-3877	MUTUAL OF OMAHA					
		I-MUTUAL	101-4192-415	GROUP INSURAN LIFE INSURANCE - JAN. 2019	000000	12.38
01-3896	EAGLE ENTERPRISES, LLC					
		I-22310	101-4192-433	IMPROVEMENTS (100) 18W LED LAMP-WFAM 22W/PB	000000	1,520.00
DEPARTMENT 192 PUBLIC BUILDINGS TOTAL:						77,714.55
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/19	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	13,107.42
01-0467	CULLIGAN OF THE BLACK H					
		I-0006844	101-4210-424	RENTALS BOTTLED WATER, CUPS - POLICE	000000	31.00
		I-0006930	101-4210-424	RENTALS BOTTLED WATER, CUPS - POLICE	000000	18.00
		I-0006998	101-4210-424	RENTALS COOLER RENT - JAN'19 - POLICE	000000	15.00
01-0508	GALLS, LLC					
		I-011448308	101-4210-426	SUPPLIES OPS, EARPHONES, PANTS, SHIRT- PD	000000	602.16
01-0578	TWIN CITY HARDWARE & LU					
		I-1812-000906	101-4210-425	REPAIRS RED PLASTI-DIP - POLICE	000000	9.29
		I-1812-000909	101-4210-425	REPAIRS NIPPLE, CAP, SPRING - POLICE	000000	15.47
01-0619	TWILIGHT FIRST AID & SA					
		I-24853	101-4210-424	RENTALS OINTMENTS, BANDAGES, TABLETS-PD	000000	90.61
01-1725	QUILL CORPORATION					
		I-3745735	101-4210-426	SUPPLIES COPY PAPER, CALENDERS, FOLDERS	000000	207.36
01-3877	MUTUAL OF OMAHA					
		I-MUTUAL	101-4210-415	GROUP INSURAN LIFE INSURANCE - JAN. 2019	000000	64.35
01-3952	BODY CAMS BY RETIRED CO					
		I-DPD-121718	101-4210-434	MACHINERY/EQU BODY CAM SYSTEM - POLICE	000000	10,229.00
DEPARTMENT 210 POLICE TOTAL:						24,389.66
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/19	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,067.74
01-0578	TWIN CITY HARDWARE & LU					
		I-1812-000911	101-4221-425	REPAIRS SOLDER CARDS, SCREWS -FIRE DPT	000000	37.97
01-1171	A & B BUSINESS SOLUTION					
		I-IN572569	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	79.06
01-1306	SD FIREFIGHTERS ASSN.					

PACKET: 04531 COMBINED - 1/8/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1306	SD FIREFIGHTERS ASSN.	continued				
		I-812 - 2019	101-4221-422	PROFESSIONAL MEMBERSHIP DUES - 2019	000000	600.00
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-16885	101-4221-434	MACHINERY/EQU SKF DRYER, COAL ASSY- FIRE DPT	000000	1,745.59
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1369820	101-4221-434	MACHINERY/EQU HANDHLD BLOWER, HELMET SYS-FIRE	000000	356.88
01-1877	DIVERSIFIED INSPECTIONS					
		I-IND13495	101-4221-422	PROFESSIONAL SAFETY INSPECTION/LADDERS-FIRE	000000	230.32
01-3170	MED-TECH RESOURCE LLC					
		I-97893	101-4221-426	SUPPLIES BATTERIES & BLANKETS -FIRE DPT	000000	230.21
01-3531	RAKOW, JASON					
		I-121918	101-4221-422	PROFESSIONAL SEP-DEC COMMISSION MEETINGS	000000	200.00
01-3877	MUTUAL OF OMAHA					
		I-MUTUAL	101-4221-415	GROUP INSURAN LIFE INSURANCE - JAN. 2019	000000	3.22
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 4,550.99
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/19	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	988.75
01-1191	UMENTHUM, KEITH					
		I-588144	101-4232-422	PROFESSIONAL (7) BLDG INSPECTIONS 2018/BI	000000	350.00
01-3877	MUTUAL OF OMAHA					
		I-MUTUAL	101-4232-415	GROUP INSURAN LIFE INSURANCE - JAN. 2019	000000	4.93
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 1,343.68
01-0151	ROCKMOUNT RESEARCH & AL					
		I-1240864	101-4310-426	SUPPLIES JUPITER BBB WELD SUPPLIES/STRT	000000	706.96
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/19	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,145.34
01-0561	SD ONE CALL					
		I-SD18-3691	101-4310-422	PROFESSIONAL NOV LOCATE FAX-MSG FEES/STREET	000000	10.08
01-0578	TWIN CITY HARDWARE & LU					
		I-1812-000891	101-4310-426	SUPPLIES MAGNIFY GLASS-CIR TESTER/STRT	000000	10.98
		I-1812-000900	101-4310-426	SUPPLIES JOINT PLIERS-GRV PLIERS/STREET	000000	25.48
		I-1812-000901	101-4310-425	REPAIRS FURNACE IGNITER/STREETS	000000	319.40

PACKET: 04531 COMBINED - 1/8/19

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-1812-000904	101-4310-426	SUPPLIES 3" CIRC BRUSH-CRIMP WIRE WHL/S	000000	22.46
		I-1812-000913	101-4310-426	SUPPLIES GLS PUM ORNG SPRAY PAINT/STRS	000000	5.49
		I-1812-000914	101-4310-426	SUPPLIES (2) 8' GRN SIGN POSTS/STREETS	000000	39.98
		I-1812-000921	101-4310-426	SUPPLIES GATE SPRG-SCRPR-BROOM/STRTS	000000	29.47
		I-1812-000937	101-4310-426	SUPPLIES (2) 40 LB BAGS SOFTNR SALT/STR	000000	11.98
		I-1812-001494	101-4310-426	SUPPLIES 24 PK MAX AA BATTERY/STREETS	000000	15.99
		I-1812-001711	101-4310-426	SUPPLIES BATTERY ADAPT-SCREWS/STRTS	000000	41.94
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-54467	101-4310-425	REPAIRS HVY TRUCK TIRE REPAIR/STREETS	000000	463.50
01-0619	TWILIGHT FIRST AID & SA					
		I-24773	101-4310-426	SUPPLIES OINTMENT-BANDAGES-TABLETS/ST	000000	51.83
01-1003	VERIZON WIRELESS					
		I-9820062338	101-4310-422	PROFESSIONAL ON CALL PHONES/STREETS	000000	31.17
01-1171	A & B BUSINESS SOLUTION					
		I-IN572571	101-4310-426	SUPPLIES CONTRACT BASE/STREETS	000000	151.76
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1755757	101-4310-426	SUPPLIES (2) BANDSAW BLADES/STREETS	000000	983.80
		I-1756203	101-4310-426	SUPPLIES (2) BANDSAW BLADES HI CARB/STR	000000	983.80
		I-1756205	101-4310-426	SUPPLIES (2) BANDSAW BLADES HI CARB/STR	000000	983.80
		I-1756206	101-4310-426	SUPPLIES (2) BANDSAW BLADES HI CARB/STR	000000	983.80
		I-1756208	101-4310-426	SUPPLIES (2) BANDSAW BLADES-CLNR/STREET	000000	983.80
		I-1756209	101-4310-426	SUPPLIES BANDSAW BLADES-GRINDER-JACK/ST	000000	983.80
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0543727	101-4310-425	REPAIRS (2) SPRINGS/STREETS	000000	22.02
		I-06PS0544459	101-4310-426	SUPPLIES BOLTS-NUTS-BITS-CUT EDGE/STRTS	000000	1,502.40
01-2762	PARTSMASTER					
		I-23365534	101-4310-426	SUPPLIES CUTOFF WHEEL-GRNDR-GLASSES/ST	000000	167.67
		I-23365990	101-4310-426	SUPPLIES EXTEND SCREWDRIVER SET/STRTS	000000	68.69
01-3877	MUTUAL OF OMAHA					
		I-MUTUAL	101-4310-415	GROUP INSURAN LIFE INSURANCE - JAN. 2019	000000	31.35
01-3917	PLASTIC WORKS					
		I-4654	101-4310-425	REPAIRS 11' X 1/4" X 8' /STREETS	000000	735.00
01-4446	ALERE ESCREEN					
		I-160700	101-4310-422	PROFESSIONAL ANNUAL TESTING FEE	000000	33.33

DEPARTMENT 310 STREETS

TOTAL: 17,547.07

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
=====							
01-2454	SHEDD, JIM						
		I-2018-02	101-4640-422	PROFESSIONAL	P&Z JUL-DEC 2018	000000	175.00
01-3062	MARTINISKO, JOHN						
		I-2018-02	101-4640-422	PROFESSIONAL	P&Z JUL-DEC 2018	000000	100.00
01-3201	BIESIOT, TONY						
		I-2018-02	101-4640-422	PROFESSIONAL	P&Z JUL-DEC 2018	000000	125.00
01-3877	MUTUAL OF OMAHA						
		I-MUTUAL	101-4640-415	GROUP INSURAN	LIFE INSURANCE - JAN. 2019	000000	7.43
01-3935	RUNGE, BRETT						
		I-2018-02	101-4640-422	PROFESSIONAL	P&Z JUL-DEC 2018	000000	125.00
01-4186	RICH, BILL						
		I-2018/02	101-4640-422	PROFESSIONAL	P&Z JUL-DEC 2018	000000	175.00
				DEPARTMENT 640	PLANNING AND ZONING	TOTAL:	1,756.18

				FUND	101 GENERAL FUND	TOTAL:	141,663.82

PACKET: 04531 COMBINED - 1/8/19

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-01/01/19	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,522.39
01-0553	MONTANA DAKOTA UTILITIE					
		I-68250010003DEC18	206-4550-428	UTILITIES NATURAL GAS/LIBRARY11/21-12/19	000000	399.08
01-1171	A & B BUSINESS SOLUTION					
		I-IN572856	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY	000000	45.58
01-1271	CONSUMER REPORTS					
		I-BXBHBLF - 2019	206-4550-434	BOOKS, MAPS A 2 YR SUBSCRIPTION - LIBRARY	000000	44.00
01-1562	MIDWEST TAPE					
		I-96673795	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	74.96
		I-96697263	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	79.21
		I-96703807	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	39.73
		I-96724105	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	53.22
01-1791	ARGUS LEADER MEDIA #108					
		I-AL2099416 - 2019	206-4550-434	BOOKS, MAPS A SUBSCRIPTION - 2019	000000	495.09
01-1911	EMERY-PRATT COMPANY					
		I-617578	206-4550-434	BOOKS, MAPS A BOOK - LIBRARY	000000	12.95
01-3032	OTIS ELEVATOR COMPANY					
		I-CLH65013Z119	206-4550-425	REPAIRS 1ST QTR 2019 CONTRACT-LIBRARY	000000	137.91
01-3289	BLOOMBERG BUSINESSWEEK					
		I-0050493592 - 2019	206-4550-434	BOOKS, MAPS A SUBSCRIPTION - 2019 / LIBRARY	000000	69.23
01-3877	MUTUAL OF OMAHA					
		I-MUTUAL	206-4550-415	GROUP INSURAN LIFE INSURANCE - JAN. 2019	000000	9.90
DEPARTMENT 550 LIBRARY TOTAL:						2,983.25
FUND 206 LIBRARY FUND TOTAL:						2,983.25

PACKET: 04531 COMBINED - 1/8/19
 VENDOR SET: 01
 FUND : 209 BED & BOOZE FUND
 DEPARTMENT: 510 REC CENTER
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0251	RECREATION SUPPLY COMPA					
		I-354403	209-4510-426	SUPPLIES REAGENT-CALCIUM HARDNESS/REC	000000	88.67
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/19	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	533.64
01-0578	TWIN CITY HARDWARE & LU					
		I-1812-000907	209-4510-426	SUPPLIES 6 V SPRING ALK BATTERY/REC	000000	14.99
01-0619	TWILIGHT FIRST AID & SA					
		I-24851	209-4510-426	SUPPLIES OINTMENT-TABLETS-ALCOHOL/REC	000000	90.22
01-2645	HAWKINS INC					
		I-4417690	209-4510-426	SUPPLIES DELDRUM-HYDRO ACID-AZONE/REC	000000	1,011.05
01-2889	ATCO INTERNATIONAL					
		I-I0521298	209-4510-426	SUPPLIES SHINY/REC CENTER	000000	132.00
01-3506	ALSCO					
		I-LCAS1242941	209-4510-426	SUPPLIES MATS/REC CENTER	000000	147.22
		I-LCAS1245512	209-4510-426	SUPPLIES MATS/REC CENTER	000000	147.22
01-3648	NETWORK SERVICES COMPAN					
		I-544381-0	209-4510-426	SUPPLIES ROLL TOWEL-DISF CLEANER/REC	000000	129.82
		I-544382-0	209-4510-426	SUPPLIES TISSUE-CLNR-TRAFF LANE CLNR/RE	000000	135.88
		I-544425-0	209-4510-426	SUPPLIES ROLL TOWEL-FACIAL TISSUE/REC	000000	48.51
01-3877	MUTUAL OF OMAHA					
		I-MUTUAL	209-4510-415	GROUP INSURAN LIFE INSURANCE - JAN. 2019	000000	4.95
01-3975	FIRST NATIONAL CREDIT C					
		I-12/26/18 CC TRIDLE	209-4510-426	SUPPLIES BASKETBALLS-DUMBELLS/REC CENT	000000	520.67
		I-12/26/18 CC TRIDLE	209-4510-426	SUPPLIES BASKETBALLS-DUMBELLS/REC CENT	000000	121.92
		I-12/26/18 CC TRIDLE	209-4510-426	SUPPLIES BASKETBALLS-DUMBELLS/REC CENT	000000	7.70
01-4261	IDENTISYS					
		I-419174	209-4510-426	SUPPLIES ISO CARD HID PROX COMPAT/REC	000000	600.00
DEPARTMENT 510 REC CENTER					TOTAL:	3,719.06
01-0475	DEADWOOD CHAMBER & VISI					
		I-010219-A	209-4980-422	PROFESSIONAL EVENT COMPLEX MGMT FUNDS	000000	5,606.25
01-2824	WINTER & COMPANY					
		I-22644	209-4980-429-01	MAIN STREET M MAIN STREET MASTER PLAN	000000	23,815.25
DEPARTMENT 980 SPECIAL EVENTS					TOTAL:	29,421.50
FUND 209 BED & BOOZE FUND					TOTAL:	33,140.56

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04531 COMBINED - 1/8/19

VENDOR SET: 01

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

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0475	DEADWOOD CHAMBER & VISI					
		I-010219	213-4630-423	MARKETING	DEC'18 BID 1-6 BILL LIST-FINAL 000000	6,482.52
DEPARTMENT 630 BID						TOTAL: 6,482.52

FUND 213 BID #1-6 (Business Imprv)TOTAL:						6,482.52

PACKET: 04531 COMBINED - 1/8/19

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
01-0568	TDG COMMUNICATIONS					
		I-15350	215-4572-235	VISITOR MGMT MT MORIAH AD IN VISITORS GUIDE	000000	550.00
01-1102	THIS OLD HOUSE					
		I-121818	215-4572-235	VISITOR MGMT 2019 SUBSCRIPTION - HP	000000	15.96
01-1827	MS MAIL & MARKETING					
		I-10419	215-4572-235	VISITOR MGMT 2019 CALENDAR - PRINT & MAIL	000000	2,475.00
01-3558	DEADWOOD HISTORY, INC.					
		I-121418	215-4572-235	VISITOR MGMT EDUCATION PROGRAMS	000000	15,000.00
01-4290	CHOPS					
		I-381904	215-4572-235	VISITOR MGMT CATERING - 2019 TOURISM CONF.	000000	1,075.00
		I-381905	215-4572-235	VISITOR MGMT CATERING - 2019 TOURISM CONF.	000000	1,375.00
01-4445	PINE GIRL ARTS					
		I-000011	215-4572-235	VISITOR MGMT BOOTS ON BRICKS LAYOUT	000000	825.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 21,315.96
01-1495	GAYLORD BROS.					
		I-2575344	215-4573-335	HIST. INTERP. ARCHIVE BOXES	000000	626.88
01-1725	QUILL CORPORATION					
		I-3390040	215-4573-335	HIST. INTERP. 4 FOOT FOLDING TABLE - ARCHIVE	000000	52.79
01-1786	PETTY CASH/HISTORIC PRE					
		I-122118	215-4573-335	HIST. INTERP. PZ & HP PETTY CASH	000000	6.42
01-2585	PASTPERFECT SOFTWARE					
		I-2019-37392	215-4573-335	HIST. INTERP. SERVICE FOR 1/30/19 - 1/30/20	000000	432.00
01-3841	SIOUXLAND HERITAGE MUSE					
		I-12254	215-4573-335	HIST. INTERP. WILD BILL PANELS	000000	5,000.00
01-3975	FIRST NATIONAL CREDIT C					
		I-12-26-18 KUCHENBEC	215-4573-330	HIST. INTERP. HP CC - DEC	000000	278.75
01-4415	PEARSON, JACI					
		I-10768	215-4573-335	HIST. INTERP. ORAL HISTORY PROJECT	000000	3,375.00
01-4441	DOCUTEK, INC.					
		I-61886	215-4573-335	HIST. INTERP. MICROFILMING TAX RECORDS	000000	1,942.70
01-4442	UNIVERSITY OF WISCONSIN					
		I-479909	215-4573-335	HIST. INTERP. WEB ARCHIVING ONLINE COURSE	000000	180.00

PACKET: 04531 COMBINED - 1/8/19

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
01-4448	MID-AMERICA BUSINESS SY					
		I-745163	215-4573-335	HIST. INTERP. GLASS DOORS FOR ARCHIVES	000000	4,242.92
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	16,137.46
01-3319	CITY OF FORT PIERRE					
		I-1	215-4575-520	GRANT/LOAN PR OUTSIDE DWD GRANT AMER LEG	000000	12,675.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	12,675.00
01-0250	GLOVER, SANDY					
		I-122618	215-4576-630	PROFES. SERV. BLOCK CLUB HOLIDAY DECOR	000000	277.80
01-0475	DEADWOOD CHAMBER & VISI					
		I-3705	215-4576-630	PROFES. SERV. 1/2 HOLIDAY CELEBRATION MAILER	000000	349.91
01-1827	MS MAIL & MARKETING					
		I-10419	215-4576-630	PROFES. SERV. 2019 CALENDAR - PRINT & MAIL	000000	337.86
01-4039	MAYNARD, MARLIN					
		I-121918	215-4576-630	PROFES. SERV. BLOCK CLUB REIMBURSEMENT	000000	197.36
01-4288	STEEL, CINDY					
		I-334	215-4576-630	PROFES. SERV. BLOCK CLUB REIMBURSEMENT	000000	38.70
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	1,201.63
01-3318	PL CARPENTRY & ASSOCIAT					
		I-122818	215-4577-775	CAPITAL ASSET BLEACHER SUPPORTS-RODEO GROUND	000000	16,988.12
01-BDT	BDTAID, INC.					
		I-18072-2	215-4577-775-03	CIP-WAYFINDIN PINE ST ARCHWAY	000000	760.00
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS O	TOTAL:	17,748.12
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/19	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,698.57
01-0578	TWIN CITY HARDWARE & LU					
		I-1812-000915	215-4641-426	SUPPLIES OFFICE SUPPLIES	000000	336.48
		I-1812-000917	215-4641-426	SUPPLIES OFFICE SUPPLIES	000000	209.94
		I-1812-000918	215-4641-426	SUPPLIES OFFICE SUPPLIES	000000	11.98
01-1215	OCHSE, ANN					
		I-2018-02	215-4641-422	PROFESSIONAL HP JUL-DEC 2018	000000	300.00

PACKET: 04531 COMBINED - 1/8/19

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1148	KNECHT HOME CENTER, INC					
		C-180146	216-4653-962-08	FOUNDATION GR FOUNDATION - 62 TAYLOR	000000	1,741.79-
		I-2444738	216-4653-962-08	FOUNDATION GR FOUNDATION - 62 TAYLOR	000000	2,826.83
		I-2446924	216-4653-962-04	SIDING GRANT FOUNDATION/SIDING - 62 TAYLOR	000000	1,520.05
		I-2446924	216-4653-962-08	FOUNDATION GR FOUNDATION/SIDING - 62 TAYLOR	000000	282.30
		I-2449352	216-4653-962-08	FOUNDATION GR FOUNDATION - 62 TAYLOR	000000	1,482.40
		I-2449354	216-4653-962-08	FOUNDATION GR FOUNDATION - 62 TAYLOR	000000	570.50
		I-2457761	216-4653-962-08	FOUNDATION GR FOUNDATION - 62 TAYLOR	000000	1,084.09
		I-2669965	216-4653-962-08	FOUNDATION GR FOUNDATION - 62 TAYLOR	000000	330.00
01-1162	SPEIRS, MARK					
		I-14706	216-4653-962-01	SPECIAL NEEDS ELDERLY - 34 VAN BUREN	000000	1,020.04
		I-950133	216-4653-962-03	WINDOWS GRANT WINDOWS & DOORS - 850 MAIN	000000	168.45
01-1333	DEADWOOD ELECTRIC					
		I-21767	216-4653-962-01	SPECIAL NEEDS ELDERLY - 53 FOREST	000000	59.70
01-2382	CONOVER, MICHAEL					
		I-121718	216-4653-962-07	HISTORIC REHA HISTORIC REHAB - 48 TAYLOR	000000	8,724.50
01-3258	FLOYD, LAURA					
		I-30518	216-4653-962-03	WINDOWS GRANT WINDOWS & DOORS - 21 LINCOLN	000000	1,000.00
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV060462	216-4653-962-01	SPECIAL NEEDS ELDERLY - 11 JACKSON	000000	9,952.00
01-3748	FENTON, KRIS & MELANIE					
		I-2607	216-4653-962-08	FOUNDATION GR FOUNDATION - 27 LINCOLN	000000	1,919.50
01-3984	BLACK HILLS TITLE, INC.					
		I-80848	216-4653-960	CLOSING CO O&E REPORT KIRKPATRICK	000000	150.00
		I-80850	216-4653-960	CLOSING CO O&E REPORT COOMES	000000	150.00
01-4086	TWIN CITY HARDWARE - GR					
		I-E82998	216-4653-962-03	WINDOWS GRANT WINDOWS - 34 WASHINGTON	000000	5,005.49
		I-E83014	216-4653-962-03	WINDOWS GRANT WINDOWS - 562 WILLIAMS	000000	2,438.85
01-4444	PEAK BUILDING & DESIGN					
		I-52	216-4653-962-03	WINDOWS GRANT WINDOWS - 34 WASHINGTON	000000	14,994.50
DEPARTMENT 653 REVOLVING LOAN					TOTAL:	51,937.41
FUND 216 REVOLVING LOAN					TOTAL:	51,937.41

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/19	602-4330-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S 000000	1,912.67
01-0561	SD ONE CALL					
		I-SD18-3691	602-4330-422	PROFESSIONAL	NOV LOCATE FAX-MSG FEES/WATER 000000	10.08
01-0578	TWIN CITY HARDWARE & LU					
		I-1812-000908	602-4330-426	SUPPLIES	KEYBOARD DUSTER/WATER 000000	7.49
01-0828	USA BLUEBOOK					
		I-765392	602-4330-426	SUPPLIES	LIQ DPD3-DPD1A-DPD1B TESTS/WTR 000000	50.34
01-1003	VERIZON WIRELESS					
		I-9820062338	602-4330-422	PROFESSIONAL	ON CALL PHONES/WATER 000000	31.17
01-1365	SD PUBLIC HEALTH LAB					
		I-10585544	602-4330-422	PROFESSIONAL	COLIFORM TESTING/WATER 000000	30.00
01-3877	MUTUAL OF OMAHA					
		I-MUTUAL	602-4330-415	GROUP INSURAN	LIFE INSURANCE - JAN. 2019 000000	16.50
01-4446	ALERE ESCREEN					
		I-160700	602-4330-422	PROFESSIONAL	ANNUAL TESTING FEE 000000	33.33
				DEPARTMENT 330	WATER	
					TOTAL:	2,091.58

				FUND	602	
				WATER FUND		
					TOTAL:	2,091.58

PACKET: 04531 COMBINED - 1/8/19

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 12-16-18	607-4580-428	UTILITIES	MT MORIAH GIFT SHOP	000000 40.87
		I-TELEPHONE 12-16-18	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: 04531 COMBINED - 1/8/19

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4451	REASAW, CAROL	I-122218	610-3362-631	REVENUES-TRAN REFUND - PARKING FEE	000000	10.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	10.00
01-0433	WELLMARK BLUE CROSS BLU	I-01/01/19	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,110.48
01-0782	JACOBS PRECISION WELDIN	I-25507	610-4360-422	PROFESSIONAL ALUM.ANGLE-SUPERMAN BOOTH/P&T	000000	42.80
01-1003	VERIZON WIRELESS	I-9820176257	610-4360-424	RENTALS PHONE SERVICE/METERS - P&T	000000	40.01
01-3060	QUIK SIGNS	I-25320	610-4360-426	SUPPLIES SIGN - MILLER LOT - P&T	000000	49.96
		I-25360	610-4360-426	SUPPLIES REFLECTIVE/TRANSLUC.SIGNS-P&T	000000	525.52
01-3877	MUTUAL OF OMAHA	I-MUTUAL	610-4360-415	GROUP INSURAN LIFE INSURANCE - JAN. 2019	000000	14.85
			DEPARTMENT 360	PARKING/TRANSPORTATION	TOTAL:	3,783.62
01-0433	WELLMARK BLUE CROSS BLU	I-01/01/19	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	533.87
01-0578	TWIN CITY HARDWARE & LU	I-1812-000935	610-4361-426	SUPPLIES DISFCT WIPES, 2" BITS -TROLLEY	000000	19.17
		I-1812-000939	610-4361-426	SUPPLIES SPRING CLIPS - TROLLEY	000000	6.98
		I-1812-000940	610-4361-426	SUPPLIES BOARDS - TROLLEY	000000	7.28
01-0619	TWILIGHT FIRST AID & SA	I-24774	610-4361-426	SUPPLIES LENS CLEANING TOWLETTES-TROLLE	000000	17.95
01-1503	BLACK HILLS SPECIAL SER	I-942	610-4361-422	PROFESSIONAL TOLLEY CLEANING - NOVEMBER	000000	1,330.00
01-1506	DALES TIRE & RETREADING	I-2-53022	610-4361-425	REPAIRS 12 BDLT BANDAG,CASINGS-TROLLEY	000000	1,620.12
		I-2-53024	610-4361-425	REPAIRS 4 FALKEN TIRES - TROLLEY	000000	880.00
01-1626	SERVALL UNIFORM AND LIN	I-0126685	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	103.30
01-2427	HOMETOWN TROLLEY	I-2787	610-4361-426	SUPPLIES DRIVER SEAT - TROLLEY	000000	1,241.73

PACKET: 04531 COMBINED - 1/8/19

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
01-3877	MUTUAL OF OMAHA					
		I-MUTUAL	610-4361-415	GROUP INSURAN LIFE INSURANCE - JAN. 2019	000000	5.70
01-4286	TCF EQUIPMENT FINANCE					
		I-01/01/19	610-4361-434	MACHINERY/EQU #300 TROLLEY	000000	3,133.62
		I-01/01/19	610-4361-434	MACHINERY/EQU #301TROLLEY	000000	3,133.62
		I-01/01/19	610-4361-434	MACHINERY/EQU #303 TROLLEY	000000	3,133.62
01-4446	ALERE ESCREEN					
		I-160700	610-4361-422	PROFESSIONAL ANNUAL TESTING FEE	000000	33.34
01-4447	NORTHERN HILLS HOMES AN					
		I-119705	610-4361-425	REPAIRS REPAIR THREE DENTS - TROLLY	000000	4,344.00
		I-119761	610-4361-425	REPAIRS REPAIR LATCHES,SCUFFS,SCRATCH	000000	2,461.20
			DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:	22,005.50
01-0429	BLACK HILLS ENERGY					
		I-ELECTRIC 12-28-18	610-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	836.06
01-3838	VAST BROADBAND					
		I-TELEPHONE 12-16-18	610-4362-428	UTILITIES PARKING RAMP	000000	145.49
			DEPARTMENT 362	BROADWAY GARAGE	TOTAL:	981.55
			FUND	610	PARKING/TRANSPORTATION	TOTAL: 26,780.67

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PACKET: 04531 COMBINED - 1/8/19

VENDOR SET: 01

FUND : 721 TIF #9 OPTIMA

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3673	LIBERTY NATIONAL BANK					
		I-120418	721-4000-429	OTHER TIF PAYMENT - NOBLES	000000	173.71
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	173.71

			FUND	721 TIF #9 OPTIMA	TOTAL:	173.71
					REPORT GRAND TOTAL:	344,294.33

(6A)

RESOLUTION NO: 2019-01

CITY OF DEADWOOD EMPLOYEE WAGES FOR THE YEAR 2019

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood hereby approves the following wages for City of Deadwood employees for the year 2019 and shall be paid bi-weekly: Conor Aldridge, \$10.88 per hour; Kenneth Allen, \$21.79 per hour; Bonny Anfinson, \$20.92 per hour; Phillip Arellano, \$13.80 & \$15.80 per hour; Ethan Barkdull, \$10.59 per hour; Ken Batka, \$21.35 per hour; William Binder, \$19.88 per hour; Anthony Bradley, \$26.28 per hour; Daniel Bridenstine, \$22.20 per hour; William Burleson, \$26.02 per hour; Anna Campbell, \$10.31 per hour; Hannah Campbell, \$10.31 per hour; Kasey Campbell, \$21.40 per hour; Deam Carollo, \$15.08 per hour; Marie Carr, \$13.80 per hour; Brittney Case, \$10.31 per hour; Jeanette Chaney-Moodie, \$53,442.74 per year; Kevin Donnelly, \$12.42 per hour; Karla Dower, \$13.80 per hour; Kenneth Elliott, \$11.96 per hour; Rodney Fischer, \$13.80 per hour; Sage Forsting, \$10.31 per hour; Kelly Fuller, \$81,949.14 per year; Sandra Glover, \$9.99 per hour; Andrew Goodwin, \$11.96 per hour; Ron Green, \$85,778.94 per year; Curtis Haugen, \$11.19 per hour; Kenneth Hawki, \$28.84 per hour; Mark Heltzel, \$21.35 per hour; Steven Hogan, \$13.80 per hour; Michael Holbert, \$13.80 per hour; Jason Huber, \$23.72 per hour; Erik Jandt, \$23.72 per hour; Michael Kitzmiller, \$13.80 per hour; Tom Kruzel, \$57,288.66 per year; Donald Kryger, \$25.88 per hour; Kevin Kuchenbecker, \$77,328.42 per year; Andrew Larive \$24.08 per hour; Frank Lawton, \$13.80 per hour; James Lee, \$22.40 per hour; Robert Lester, \$25.76 per hour; Philip Lovell, \$13.11 per hour; Don Luckie, \$12.42 per hr.; Riley Lundquist, \$17.66 per hr.; Justin Lux, \$24.08 per hour; Alexandra Madsen, \$11.15 per hour; Doug Magnuson, \$13.80 per hr.; Dale Marlow, \$13.80 per hour; Sharon Martinisko, \$6,500.00 per year; Kip Mau, \$24.80 per hour; Rhonda McGrath, \$19.81 per hour; Braxton McKeon, \$23.72 per hour; Jessica McKeown, \$77,250.00 per year; Valerie Meiners, \$9.48 per hour; Adriane Melcher, \$9.76 per hour; Kenneth Mertens, \$27.07 per hour; Trent Mohr, \$25.45 per hour; Bradley Morgan, \$9.76 per hour; Peter Morris, \$9.48 per hour; Ronda Morrison, \$26.14 per hour; Casey Nelson, \$19.52 and \$15.08 per hour; Greg Nelson, \$21.35 per hour; Robert Nelson, Jr., \$67,591.42 per year; Debra Oban, \$13.80 per hour; James Olson, \$24.80 per hour; David Osborn, \$13.80 per hour; Janet Osborn, \$11.36 per hour; Sonya Papousek, \$23.72 per hour; Janice Peppmeier, \$20.20 per hour; Cory Percy, \$19.52 per hour; Randy Pfarr, \$25.77 per hour; James Phillips, \$11.42 per hour; Charles Quenzer, \$24.11 per hour; Jerold Rachetto, \$20.54 per hour; Robert Radensleben, \$22.30 per hour; Kenneth Rehberg, \$18.65 per hour; Jeanne Reif, \$10.59 per hour; Scott Reif, \$20.06 per hour; Jerilyn Rich, \$9.48 per hour; Thomas Riley, \$13.80 & \$15.80 per hour; Michael Runge, \$22.53 per hour; David Ruth, \$6,500.00 per year; Jeremy Russell, \$19.81 per hour; Edmund Ryan, \$9.48 per hour; Lance Sandidge, \$21.69 and \$13.80 per hour; David Semingson, \$13.80 per hour; Cory Shafer, \$23.72 per hour; Lili Sjomeling, \$11.36 per hour; Elizabeth Smith, \$16.34 per hour; Sally Sprigler, \$21.35 per hour; James Sternhagen, \$13.80 per hour and \$15.80 per hour; Alea Struble, \$6,500.00 per year; Matthew Symonds, \$21.35 per hour; Katie Tieman, \$10.31 per hour; Gary Todd, \$6,500.00 per year; Teresa Tomford, \$17.83 per hour; Hailey Trehwella, \$10.88 per hour; Misty Trehwella, \$22.45 per hour; John Tridle, \$25.65 per hour; Trevor Tridle, \$19.63 per hour; Hannah Valentine, \$10.31 per hour; Marie Vansickel, \$17.83 per hour; Wylie Walno, \$13.52 per hour; Meghan Wittmis, \$18.82 per hour.

Dated this 7th day of January, 2019.

CITY OF DEADWOOD

David R. Ruth, Jr. MAYOR

ATTEST:

JESSICCA MCKEOWN
CITY FINANCE OFFICER

6C

RESOLUTION 2018-03

**A RESOLUTION EXTENDING WORKERS' COMPENSATION COVERAGE TO
SPECIFIC INDIVIDUALS FOR THE YEAR 2018**

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

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

Historic Preservation Commission: Dale Berg, Tom Blair, Robin Carmody, Michael Johnson, Ann Ochse, Beverly Posey, and Lyman Toews;

Historic Preservation Volunteers: Judy Farris and Susan Zepkin;

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

Planning & Zoning Commission: Tony Biesiot, John Martinisko, Bill Rich, Brett Runge, and Jim Shedd;

Police Department Reserve Officers: Kenneth Batka, Deam Carollo, Mark Heltzel, Casey Nelson, Matthew Symonds, and Wylie Walno;

Deadwood Volunteer Fire Department: Randy Addington, Phil Arellano, Pat Eastman, Toby Edstrom, Sandy Glover, Bill Glover, Larry Groll, Alex Hamann, Ken Hawki, Mathew Helmin, Francis Iverson, Mike Klamm, Jerity Krambeck, Jeff Millard, Trent Mohr, Dustin Nelson, Jerry Pontius, Cody Rakow, Courtne Rakow, Jason Rakow, Rylan Rakow, Paul Robitaille, Melissa Rodgers, Mike Runge, Richard Stanger, Paul Thomson, Anne Wieringa, and Lei'Ani Wieringa.

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

Dated this 7th day of January, 2019.

CITY OF DEADWOOD

BY: _____
David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

(6F)



OrderWORKBENCH

Stored Configuration Detail - Config # WQVJH0

BAC: 232873

BFC: 1

Name: WHITE'S QUEEN CITY MOTORS

Current as of 12/12/2018 - 01:23 PM EST

---For Dealer Use Only---

BAC Information

Charge-to BAC 232873

Charge-to BFC 1

Ship-to BAC 232873

Ship-to BFC 1

Contact Name

Phone #

DAN

Stock No.

Fleet Information

Primary FAN: 923269

End-User FAN:

Bid Number:

Bid Item #:

PO #:

Model/Order Information

Configuration

Configuration Date: 12/12/2018

Description: City of Deadwood CK25753

Model Year: 2019

Division: CHEVROLET

Distrib. Entity: FLT

Order Type: FBC - Fleet Political

Subdivision

Allocation Group: CDBLHD

Model: CK25753 - 2500HD

Silverado: SWB, 4WD,

Double Cab Pickup

Request ID:

Requested TPW:

MSRP w/DFC †: \$44,466.00

Estimated Delivery Date:

Vehicle Specifications

PEG: 1WT - 1WT Work Truck Preferred

Trim: H2R - Base Cloth, Jet Black / Dark Ash,

Equipment Group

Interior Trim

Primary Color: GAZ - Summit White

Engine: L96 - Engine: 6.0L, V-8, SFI, FlexFuel w/



OrderWORKBENCH

Ordered Options: 9L7: Accessory Electrical

Switches

A91: Tailgate Lock, Remote

Controlled

AKO: Glass, Deep Tinted

AU3: Power Door Locks

BG9: Floor Covering:

Rubberized Vinyl, Black

CGN: Liner, Pick-Up Box, Black,

Spray-in Textured Polyurea

DPN: Mirrors, O/S, Wide Load /

Trailer, Full Feature

FE9: Federal Emissions

GEH: GVW Rating 9,500 LBS

IOB: Radio, 7" Color Screen,

Bluetooth, w/ USB Port

K05: Engine Block Heater

K47: Air Cleaner, High Capacity

KG4: Alternator, 150 AMP

KNP: Transmission Cooling

System

NZ4: Wheel, Spare, 17 x 7.5,

Steel

PCM: Convenience Package

PYN: Wheels: 17" Steel

R9Y: Fleet Free Maintenance

Credit

U01: Roof Marker Lamps

UE0: OnStar Delete

UVC: Rear View Camera

System

V46: Bumper, Front, Chrome

VJH: Bumper: Rear Chrome

Step

VQ2: Holdback N/A, Dealer

E63 only

Emissions:

Transmission: MYD - 6-Speed Automatic

A31: Power Windows

AE7: Seats: 40/20/40/ Split Front Bench

AQQ: Keyless Remote Entry

AY0: Airbags-frontal, front seat and head-
curtain

C67: Air Conditioning, Manual

DD8: ISRV Mirror, Electro-chromatic

E63: Body: Pick-Up Bed / Box

G80: Locking Differential, Rear

GT5: Rear Axle, 4.10 Ratio

JL1: Integrated Trailer Brake Controller

K34: Cruise Control

KC4: Cooler, Engine Oil

KI4: 110 Volt Electrical Receptacle, In Cab

NQF: T-Case, w/ Rotary Dial Controls,

Electronic Shift

NZZ: Underbody Shield

PPA: Tailgate: EZ-Lift and Lower

QH0: Tires: LT 245/75R17E BW All

Season

SAF: Spare Tire Lock

U2J: SiriusXM Satellite Radio, Delete

UQ3: Speaker System

V22: Grille: Chrome Surround

V76: Recovery Hooks

VK3: License Plate Front Mounting

Hardware

VXJ: LPO - Assist Steps, 4" Round,

Tubular, Chrome

Z82: Trailing Package



OrderWORKBENCH

Fleet Assistance

YM8: LPO Processing Option

ZY1: Paint, Solid

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.

(66)



OrderWORKBENCH

Stored Configuration Detail - Config # WQVJH0

BAC: 232873

BFC: 1

Name: WHITE'S QUEEN CITY MOTORS

Current as of 12/12/2018 - 01:23 PM EST

---For Dealer Use Only---

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Charge-to BAC 232873

Charge-to BFC 1

Ship-to BAC 232873

Ship-to BFC 1

Contact Name

Phone #

DAN

Stock No.

Fleet Information

Primary FAN: 923269

End-User FAN:

Bid Number:

Bid Item #:

PO #:

Model/Order Information

Configuration

Configuration Date: 12/12/2018

Description: City of Deadwood CK25753

Model Year: 2019

Distrib. Entity: FLT

Division: CHEVROLET

Order Type: FBC - Fleet Political

Subdivision

Allocation Group: CDBLHD

Model: CK25753 - 2500HD

Silverado: SWB, 4WD,

Double Cab Pickup

Request ID:

Requested TPW:

MSRP w/DFC †: \$44,466.00

our BID
\$28,567

Estimated Delivery Date:

Vehicle Specifications

PEG: 1WT - 1WT Work Truck Preferred

Equipment Group

Primary Color: GAZ - Summit White

Trim: H2R - Base Cloth, Jet Black / Dark Ash,

Interior Trim

Engine: L96 - Engine: 6.0L, V-8, SFI, FlexFuel w/



OrderWORKBENCH

Ordered Options: 9L7: Accessory Electrical

Switches

A91: Tailgate Lock, Remote

Controlled

AKO: Glass, Deep Tinted

AU3: Power Door Locks

BG9: Floor Covering:

Rubberized Vinyl, Black

CGN: Liner, Pick-Up Box, Black,

Spray-in Textured Polyurea

DPN: Mirrors, O/S, Wide Load /

Trailer, Full Feature

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KG4: Alternator, 150 AMP

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System

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Steel

PCM: Convenience Package

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E63 only

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JL1: Integrated Trailer Brake Controller

K34: Cruise Control

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KI4: 110 Volt Electrical Receptacle, In Cab

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Electronic Shift

NZZ: Underbody Shield

PPA: Tailgate: EZ-Lift and Lower

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Season

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OrderWORKBENCH

Fleet Assistance

YM8: LPO Processing Option

ZY1: Paint, Solid

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employment, the Employer shall continue to pay for the insurance benefits for as long as the employee is off work and still employed by the City or until their leave is exhausted.

ARTICLE 24

WAGES AND RATES OF PAY

- 24.01** Pay rates for the term of this contract shall be as expressed. **The City will increase wages for the police unit by 3% effective with pay periods from January 1, 2019 through December 31, 2019**, in all covered classifications. Effective January 1, 2019, the starting wage for certified patrol officers is \$23.72 per hour and the starting wage for non-certified officers is \$21.35 per hour.
- 24.02** Whenever the City shall combine job classifications, change job classifications, or establish new job classifications, it shall put such changes into effect, and in the event the Union disagrees with the rate or rates so established, such matter relating thereto may be submitted to the Union-Management Committee after the rates have been in effect for thirty (30) working days. If a resolution is not made in such Committee, a grievance may be filed and must be filed within ten (10) calendar days after the determination of the Committee.
- 24.03** If an employee's job is operating, he will normally work on such job, provided that even though his job is operating or he is assigned primarily to a specific job, he may be required to perform any other job from time to time as directed by a shift supervisor.
- 24.04** An employee may be temporarily assigned to work in a lower paid classification, but without reduction in pay.
- 24.05** Employees shall be paid bi-weekly. The employee shall be furnished with a statement showing the hours worked in the pay period and all deductions from gross pay.
- 24.06** The City will post all available schools and training sessions. Any employee desiring to attend must request it in writing within the time period specified. In the event the employee requests training or to attend school, and his or her request is granted, and the employee at the time of the request for training did request a change in work schedule, the employee's schedule shall be changed to comply with the amount of time needed to attend the training school. The employee shall be paid forty (40) hours of pay for each week while attending the training school. In the event the training or school is less than five (5) days, the employee shall be paid eight (8) or ten (10) hours as the case may be, for each day. Upon returning he shall complete a normally scheduled workweek. Time spent traveling to and from such training or school shall be paid.

OFFICE OF
PUBLIC WORKS
67 Dunlop Avenue
Telephone (605) 578-3082
Fax (605) 578-3101

DEADWOOD

"The Historic City of the Black Hills"
Deadwood, South Dakota 57732

(6J)
TRENT MOHR
Building Inspector
Dept. of Public Works
Telephone: (605) 578-3082
Fax: (605) 578-3101

MEMORANDUM

Date: December 21, 2018
To: Ron Green, Director of Public Works
Re: International Code Council Training – Denver, CO

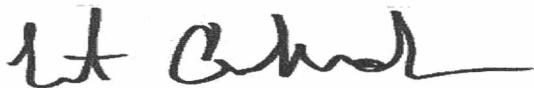
I am requesting to attend ICC training classes March 4th – March 8th in Denver. I would drive my work truck and travel with Jeff Schroeder, Building Inspector for Lawrence County. We would leave Sunday March 3rd and return the evening of March 8th.

The associated costs are:

- Registration - \$400
- Five nights at hotel - \$149 per night
- Per Diem - \$31 per day
- Shared fuel cost with Lawrence County
- I estimate the total cost at approximately \$1,500

These classes provide me with an opportunity to expand my knowledge of the Building Codes and are fully accredited so I earn continuing education units to maintain my certification.

Respectfully Submitted,



Trent Mohr
Building Inspector

(6K)

**AGREEMENT FOR ADMINISTRATION OF DEADWOOD
HISTORIC PRESERVATION REVOLVING LOAN AND GRANT FUNDS**

This Agreement is made between the DEADWOOD HISTORIC PRESERVATION COMMISSION, hereinafter referred to as "HPC" and NEIGHBORHOOD HOUSING SERVICES OF THE BLACK HILLS d.b.a. NeighborWorks Dakota Home Resources, hereinafter referred to as "NHS".

The parties acknowledge HPC has previously established a Revolving Loan Fund, and related programs for the purpose of making commercial and residential loans for the rehabilitation of residences, buildings, structures, improvements, and retaining walls located within the City of Deadwood. The parties further acknowledge they have previously entered into Agreements in which NHS has contracted with HPC to provide administrative services in connection with the Revolving Loan Fund Program. HPC wishes to contract with NHS for providing administrative services for the period from January 1, 2019, through December 31, 2019, and therefore mutually agree as follows:

I.

NHS shall provide administrative services required in connection with the administration of HPC Revolving Loan Funds and retaining wall program funds as set forth and according to written policy guidelines and administrative procedures established and adopted by the Historic Preservation Commission.

II.

HPC agrees to reimburse NHS for ELIGIBLE COSTS incurred by NHS pursuant to this Agreement, subject to a maximum of Sixty Thousand Dollars (\$60,000.00) for the period beginning January 1, 2019, and ending on December 31, 2019. The amount of such reimbursement shall be at hourly rates included in the attached Rate Sheet, with total amounts to

be paid during this time period under this Agreement not to exceed \$60,000, without prior express written approval and consent by HPC. For the purposes of this Agreement, ELIGIBLE COSTS shall mean costs to NHS of salaries, wages, and fringe benefits, office expense, worker's compensation insurance, liability insurance including officers and directors' liability insurance, utilities, and other necessary expenses. The parties acknowledge that NHS has other duties and functions and the HPC will only pay that portion of ELIGIBLE COSTS determined to be related to service performed for HPC by NHS pursuant to this Agreement. Request for reimbursement shall be made no more frequently than monthly and shall be accompanied by a detailed voucher, including supporting documentation, to be approved by the Historic Preservation Commission and the City Commission. All such reimbursement for ELIGIBLE COSTS will be paid solely from HPC Revolving Loan Fund.

III.

The term of this Agreement shall commence on the 1st day of January, 2019, and continue through the 31st day of December, 2019, unless terminated or re-negotiated earlier, as provided herein.

IV.

NHS agrees it shall prepare and submit to HPC such reports and information as required by HPC. In addition, NHS shall promptly furnish to the City any and all financial statements, financial reports, audits, and monthly, quarterly, semi-annual, or annual statements prepared by or on behalf of NHS in the ordinary course of its business which relates, directly or indirectly, to the providing of services under this Agreement. Such reports and information shall include reporting of HPC Loan Fund income at the end of each period as requested by HPC. NHS shall continue to provide monthly loan and delinquency reports as it has been doing in the past. NHS

shall provide Annual Activities reports, sorted by program, with summary overview explanation of disbursements and receipts of all funds such that HPC can properly evaluate each.

V.

The purchase of any real or personal property shall not be an allowable cost under the provisions of this Agreement except as approved or allowed in advance by HPC.

VI.

NHS shall perform services under this Agreement as an independent contractor. It is agreed that nothing herein contained or intended shall be construed in any manner as creating or establishing a relationship or co-partners between the parties hereto or of constituting NHS or any of its officers, agents, servants, or employees as an agent, representative, or employee of HPC for any purpose or in any manner whatsoever. NHS's officers, agents, servants, and employees shall not be considered employees of HPC, for any claims which might arise under the Workman's Compensation Acts of the State of South Dakota. Furthermore, NHS agrees to defend, indemnify, and save harmless HPC and its officers, commissioners, agents, servants, and employees from any liability or judgments of any kind whatsoever arising out of the performance or non-performance of NHS and its officers, agents, servants, and employees of the work specified in this Agreement.

VII.

This Agreement may be terminated or re-negotiated by either party upon thirty (30) days written notice to the other party. In the event of termination, all property acquired with funds furnished by HPC and all finished or unfinished documents, data, studies, financial records, loan files, and reports purchased or prepared by NHS pursuant to this Agreement shall be returned to HPC. In the event terms are re-negotiated, the parties shall ascertain what property, data, or files

shall remain with NHS. NHS shall be entitled to compensation for performance of any unreimbursed services satisfactorily performed prior to the date of termination of this Agreement. Notwithstanding the above, NHS shall not be relieved of liability to HPC for damages sustained to HPC by virtue of any breach of this Agreement by NHS.

VIII.

NHS may not assign or transfer any interest in this Agreement without the prior written approval of HPC.

IX.

NHS agrees it will have and maintain at all times, during the term of this Agreement, qualified, competent, trained, and experienced personnel with loan and administrative experience and training comparable to the current staff of NHS, which personnel will perform the duties required to be performed by NHS pursuant to this Agreement.

X.

NHS especially acknowledges and agrees their authority is limited as set forth in this Agreement and pursuant to the policies and procedures set forth in paragraph I., above, that HPC retains sole authority to approve all loans and actions taken with respect to delinquent loan payments. Further, NHS acknowledges it does not have authority to contract for HPC or the City of Deadwood.

XI.

NHS agrees to observe and comply with all Federal, State, and local laws, ordinances, rules, and regulations which are now or may later become applicable to its activities or services performed pursuant to this Agreement.

XII.

This Agreement, together with all paragraphs, terms, and provisions is made in the State of South Dakota and shall be construed and interpreted in accordance with the laws of the State of South Dakota.

XIII.

It is understood and agreed this is the entire Agreement of the parties and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing.

Dated this ____ day of _____, 2019.

HISTORIC PRESERVATION COMMISSION

By: _____
Its: _____

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

On this ____ day of _____, 2019, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the Chairman of the Historic Preservation Commission, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires: _____

Dated this ____ day of _____, 2019.

NEIGHBORHOOD HOUSING SERVICES
OF THE BLACK HILLS

By: _____
Its: _____

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

On this ____ day of _____, 2019, before me, the undersigned officer,
personally appeared _____, known to me or satisfactorily proven to be
the person whose name is subscribed to the within instrument and acknowledged that he/she
executed the same for the purpose therein contained.

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

(SEAL)

Notary Public

My Commission Expires: _____

Dated this ____ day of _____, 2019.

CITY OF DEADWOOD

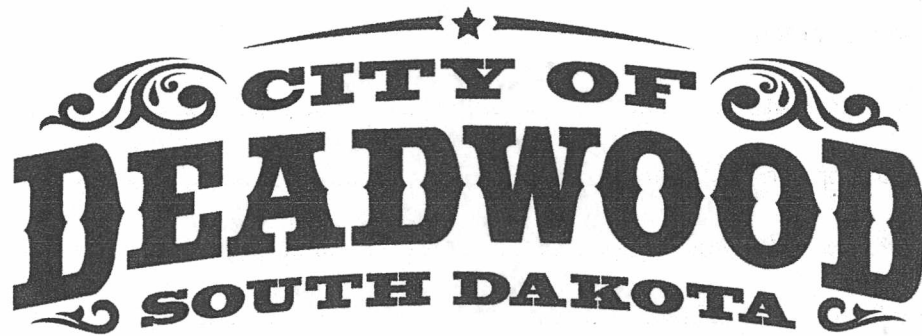
By _____
David R. Ruth, Jr.
Its: Mayor

ATTEST:

Jessica McKeown
City Finance Officer

(6L)

RECEIVED DEC 10 2019



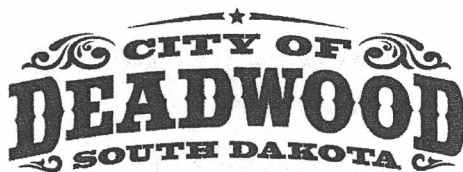
Event Complex Rental and Use Agreement

Event: Austin Healey Conclave

Date: 9/8/2019

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Austin-Healey Club of America Conclave 2019

Contact Information:

Name of Applicant: Jeff Johnk

Business/Organization: Minnesota Austin-Healey Club

Mailing Address: 9505 Aspen Road

City, State Zip: Lakeville, Minnesota, 55044

Business Phone: _____ Cell Phone: 612-810-0178

Email Address: jeffjohnk28@gmail.com

Dates Event Complex requested:

Set up Date(s): 9/8/2019 Hour(s): 7a.m.-8a.m.

Event Date(s): 9/8/2019 Hour(s): 8a.m.-11a.m.

Clean-up Date(s): 9/8/2019 Hour(s): 11a.m.-noon

Approximate number of people who will attend: 400 (est.)

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities \$ _____ Key Deposit \$ _____
 Parking Lots \$ 125 Cleaning/Damage Deposit \$ 500
 Baseball Fields \$ _____
Total Fees \$ 125 **Total Deposits** \$ 500

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

Organization: Austin Healey Club of America and MAHC (Minnesota Austin-Healey Club)

Name: Jeff Johnk

Title: Organizer

Signature: 

Date: 11/30/18

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

(9A)

POSITION DESCRIPTION

PART-TIME CUSTODIAN

GENERAL PURPOSE

This is a part-time position with no benefits at 19 hours a week. This position is responsible for keeping the premises of the Rec Center building in a clean and orderly condition.

SUPERVISION RECEIVED

Works under the general supervision of the Public Works Director and under the direct supervision of the Rec Center Director.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties include the following:

To fill-in and train as needed at the front desk.

Clean and polish lighting fixtures, marble surfaces, and trim.

Clean rooms, hallways, lobbies, lounges, restrooms, locker rooms, corridors, elevators, stairways, and other work areas.

Sweep and scrub floors.

Clean rugs and carpets.

Dust furniture and equipment.

Empty wastebaskets and transport trash to disposal area.

Replenish bathroom supplies.

Work as a team with other staff members to maintain a safe environment.

Recognize potentially dangerous situations and take actions to eliminate any dangers.

Attend and participate in mandatory in-service trainings and staff meetings.

Perform other duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

Must be at least 18 years of age.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must have a strong ability to relate to children of all ages.

Must be able to respond professionally in emergency situations.

Must have good communication skills.

Must display leadership qualities and public relation skills

To perform this job successfully, an individual should demonstrate the following: respond to requests for service and assistance; meet commitments; give and welcome feedback; look for ways to improve and promote quality; demonstrate accuracy and thoroughness; develop and implement cost saving measures; keep commitments; work with integrity and a good work ethic; follow policies and procedures; measure self against standard of excellence; prioritize and plan work activities; use time efficiently; accept responsibility for own actions; monitor own work to ensure quality; complete work in timely manner; strive to increase productivity; be consistently at work and on time; look for and take advantage of opportunities; ask for and offer help when needed; meet challenges with resourcefulness; generate suggestions for improving work; and must be able to apply common sense understanding to carry out simple one- or two-step instructions.

Preference will be given to applicants with previous experience in housekeeping and operation of the Rec Center front desk.

TOOLS AND EQUIPMENT USED

Computer and all cleaning related tools.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to stand; walk; use hands or finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 25 pounds.

SELECTION GUIDELINES

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

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

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

FUNCTIONAL JOB DESCRIPTIONS

DATE: _____

Position: CUSTODIAN

Employee Name: _____

PHYSICAL DEMANDS

Physical Demands Include: Sitting, Standing, Walking, Bending, Stooping, Squatting, Crawling, Climbing, Reaching, Crouching, Kneeling, Balancing, Pushing and Pulling. Must be able to frequently lift and carry 25 pounds.

SENSORY PERCEPTIONS

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

Potential Safety hazard.	Y		
Requires protective clothing or personal protective devices.	X		GOGGLES, GLOVES, DUST MASK
Correctable vision to 20/40	X		

ESSENTIAL FUNCTIONS

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

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

MENTAL DEMANDS

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

JOB DESCRIPTION EMPLOYEE AGREEMENT
For Rec Center CUSTODIAN

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

Employee Signature

Date

ORDINANCE #1284
AN ORDINANCE AMENDING CHAPTER 5.40 TOURIST CONVEYANCES

WHEREAS, the Deadwood City Commission desires to amend Chapter 5.40 to add a penalty for violating any provision of Chapter 5.40 within the City of Deadwood, now therefore

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 5.40 be amended as follows:

Chapter 5.40
TOURIST CONVEYANCES

5.40.010 Licenses -- Issuance -- Restrictions.

On or before the first day of ~~November~~ December of each year, the ~~commission~~ City Commission may issue annual licenses for the following calendar year to each tourist bus or conveyance company which offers or gives tours originating within the city on which tours travel or stay within the city, which licensees shall be limited and subject to the following:

A. The licenses will allow the licensee or their agent admittance to Mt. Moriah for the purposes of conducting tours. The admittance to Mt. Moriah shall be from May 1st through October 31st unless otherwise expressly permitted by the City Commission. Tourist buses or conveyances whose tours originate within the city shall not be admitted to Mt. Moriah unless licensed pursuant to this chapter.

B. Unless otherwise established by resolution or ordinance, the number of licenses issued under this chapter shall be limited up to three (3) ~~tour buses~~ tourist conveyance companies at any one (1) time.

C. The City Commission shall have the authority to establish the parking areas ~~or~~ and origination location for each license issued. In addition, licenses shall not be issued until each tourist bus or conveyance provides the Chief of Police with a tour schedule. Each tourist bus or conveyance shall arrive and depart according to that schedule to ensure proper flow of traffic. Each tourist bus or conveyance may utilize a five (5) minute grace period for those scheduled times; each tourist bus or conveyance has five (5) minutes before and after the times set in the submitted tour schedule to arrive and depart. Any changes to be made to the submitted tour schedule shall be resubmitted to the Chief of Police ~~no sooner than~~ at least seven (7) days prior to such change taking effect. Violations of this subsection shall subject each tourist bus or conveyance to suspension or revocation of its license under section 5.40.060.

D. A tourist bus or conveyance not originating within the city, or originating in the city but giving tours outside of the city, shall not be subject to the license provisions of this chapter; however, such buses or conveyances shall not be admitted or allowed within Mt. Moriah Cemetery and must comply with the requirements of Section 5.44.010 of the Deadwood Municipal Code.

E. Each licensee will be permitted to operate only one (1) vehicle at any one (1) time from assigned parking sites or origination location.

F. Each company will be permitted to operate only one (1) vehicle on a regular basis in Mt. Moriah at any one (1) time. If licensee's primary tour vehicle is disabled or requires maintenance, licensee may substitute or designate another tour vehicle until the primary tour vehicle is repaired and operable.

G. The conveyance operators shall carry public liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per accident and shall provide the city with evidence of such insurance before the issuance of each license with the City of Deadwood as an additional insured. The licensee shall also sign such indemnification agreement as the city desires that will hold the city harmless from any and all liability arising from or out of the operation of any such tour bus.

5.40.020 Licenses – Revocation

A. Failure to comply with this chapter or any city ordinance, in any respect, ~~will~~may be grounds, for revocation of the license.

B. No revocation shall be final until written notice of violation has been provided to the licensee and the licensee has had the opportunity of a hearing before the city commission concerning the grounds for revocation.

C. The licensee shall respond in writing to the notice of violation detailing specific objections to any alleged violation of this chapter within ten (10) days of receipt of written notice of violation. The ~~commission~~ City Commission shall set a hearing date to consider the merits of the alleged violation. The hearing on the matter shall be held within fifteen (15) days of receipt by the ~~commission~~ City Commission of any written objections from the licensee or proof of receipt of the notice of violation has been served on licensee. If the ~~commission~~ City Commission determines that the licensee has violated this chapter or any other city ordinance, it may suspend, place appropriate conditions on the continued use of the license or revoke the license.

5.40.030 Licensing policies and procedures

A. Applications for licenses required by this chapter shall be made on forms prescribed by the ~~commission~~ City Commission and shall be verified by the oath of the applicant, if an individual, or if a corporation, by an officer of such corporation.

B. All applications under this chapter shall be submitted to the ~~commission~~ City Commission, which has discretion to approve or disapprove the applications, ~~depending on whether it deems the applicant a suitable person to hold such license and whether it considers the proposed location suitable.~~

C. Every application for a license shall be accompanied by the required application fee in the amount established by the annual fee ordinance.

D. Licenses granted pursuant to this chapter shall expire November 1st of each year.

5.40.040 Hearing on objections

In the event of objections to the issuance of any license, or upon request by any member of the ~~commission~~ City Commission, the ~~commission~~ City Commission shall fix a time and place for hearing upon all such applications, with at least ten (10) days' written notice prior to such hearing. At the time and place so fixed, the ~~commission~~ City Commission shall consider such applications and all objections thereto, if any, prior to the final decision thereon.

5.40.050 Transfer of license

Any license granted under this chapter may be transferred to a new location or another person. If the transfer is to another person, the licensee must show in writing, under oath, that he or she has made a bulk sale of the business operated under the license. The bulk sale may be conditioned upon the granting of a transfer of the license. The transferee must make an application exactly as if an original applicant and the application shall take the course and be acted upon as is an original application. No transfer of any license to another person may be granted until all municipal and state sales taxes and municipal fees incurred by the transferor as a result of the operation of the licensed business have been paid. If the transfer is to a new location, the licensee must make application showing all the relevant facts as to such new location, which application shall take the same course and be acted upon as if an original application. In case of any transfer or any license affected by this chapter, a fee of one hundred dollars (\$100.00) is required to continue the unexpired portion of the license.

5.40.060 Revocation or suspension of license – Additional grounds

A. The ~~commission~~ City Commission may suspend the license of an operator after opportunity for hearing, if hearing is demanded, upon proof that the licensee:

1. Has violated any provision of this chapter;
2. Is physically or mentally incompetent to drive a motor vehicle;
3. Has permitted an unlawful or fraudulent use of such license;
4. Has been convicted of a crime involving city property or fraudulent reporting.

B. The ~~commission~~ City Commission may revoke the license for the same grounds as set forth in subsection A of this section.

C. No revocation shall take place until written notice of the violation has been provided to the licensee and he or she has had the opportunity for a hearing before the ~~commission~~ City Commission concerning the grounds for revocation.

5.40.070 Preference to existing licensees.

~~In granting a license under this chapter, preference shall be given to prior licensees in good standing.~~

5.40.080 Standards of operation

All licensees operating pursuant to the provisions of this chapter shall observe the following standards of operation:

- A. Loudspeakers ~~should~~ shall be ~~kept at minimum within~~ sound levels in accordance with the City of Deadwood ordinance regulation noise;
- B. Abusive, obnoxious, slanderess and/or vulgar language ~~over loudspeakers~~ will not be allowed at any time. ~~Conversations and interactions between two operators should be kept to a minimum, whether conducting a tour or parked on the street;~~
- C. Operators must make a reasonable effort to allow traffic to flow in a normal manner on the city streets by pulling to the side of the road to allow traffic to pass safely;
- D. Operators within Mt. Moriah Cemetery must be conscious of other tour operators and patrons on foot within the cemetery, both in regard to safe operation of their vehicles and to allowing all ~~foot~~ patrons equal access to all sites within the cemetery without obstruction. Operators will be restricted to a strict 30-minute time limit inside the cemetery during each tour;
- E. Operation of all vehicles will be in accordance with all state and federal motor vehicle regulations;
- F. The licensee shall be responsible for providing proper documentation and paying payments as set forth by the finance office to the city City of Deadwood an for the admission fees to be determined set by resolution through by the commission City Commission for all persons admitted into Mt. Moriah. ~~Such fee shall be due on each Monday for the previous week or on Tuesday if Monday is a holiday;~~
- G. ~~Each licensee will be permitted to operate only one conveyance from its assigned parking site.~~ Licensees shall supervise their operation so as to preserve the dignity of the City of Deadwood and Mt. Moriah at all times.
- H. The City of Deadwood is committed to ensuring working conditions within the city's licensed tourist conveyance industry are safe; all workers, customers and city employees are treated with respect and dignity; and responsible business practices are followed.

Violations to this code or other subsections of this chapter shall be reported through a formal written complaint process. All written complaints will be given to the Chief of Police who will in turn present the complaint to the Deadwood Parking and Transportation Committee (P&T). The P&T Committee will consider all facts of the complaint. If the P&T Committee deems the complaint to be valid, the committee may make a recommendation to the Deadwood City Commission for possible disciplinary actions against the offending licensed operator.

5.40.090 Selection of licenses ~~when excess applications are made.~~

Preference to existing licensees.

In granting a license under this chapter, preference shall be given to prior licensees in good standing

Selection of licensees when excess applications are made

When there are more applicants than licenses available pursuant to this chapter and after preference is given to existing licensees as provided in Section 5.40.070, the available license(s) will be awarded to a qualified operator(s).

- A. A qualified ~~operator~~ licensee is one who:
 - 1. Demonstrates to the satisfaction of the ~~city~~ City Commission sufficient financial capacity to actually engage in the tour conveyance business;
 - 2. Meets all other requirements of this chapter;
 - 3. Resides at the time of the application within the Lead-Deadwood School District ~~5040-1~~.
- B. If more applicants than licenses remain, licenses will be awarded according to the highest sealed bid, per criteria set by the ~~commission~~ City Commission.

5.40.100 Non-use of license

- A. Any license granted pursuant to this chapter shall be deemed abandoned by the licensee if such license is not in active use by the licensee by June 1st of each respective year. Non-use shall result in revocation of such license by the ~~commission~~ City Commission and issuance of a new license pursuant to the terms of this chapter.
- B. Any license having no activity for any given ten (10) day period during June, July and August will be deemed abandoned with the exception of the official dates of the Sturgis Motorcycle ~~bike~~ rally in August.

5.40.110 Violation—Penalty.

The failure to obtain a license as required by this chapter or any other violation of this chapter shall subject the person failing to obtain the license or violating the ordinance to a fine in the maximum amount of five hundred dollars (\$500.00) for each offense. Each day of operation without compliance with the terms of this chapter shall be deemed a separate offense.

Dated this 7th of January, 2019.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

First Reading:	December 17, 2018
Second Reading:	January 7, 2019
Published:	January 10, 2019
Adopted:	January 30, 2019

ORDINANCE NUMBER 1285
TO AMEND CHAPTER 15.32 SIGNS

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER 15.32 AS FOLLOWS:

15.32.140 Allowed signs not subject to permit

9. Signs that are not visible beyond the boundaries of the lot or parcel on which they are located or from any public thoroughfare or right-of-way are allowed without permit, except that such signs shall be subject to the ~~safety~~ regulations of the ~~Uniform Building Code~~ adopted by the City and the Electrical Code adopted by the South Dakota Electrical Commission ~~and enforced by the city.~~

15.32.180 Enforcement – Violation - Penalty.

- A. The city code official ~~building inspector~~ or the city planner ~~are~~ is authorized and directed to enforce all provision of this chapter.
- B. Removal-Notice-Lien. The city code official ~~building inspector~~ or the city planner or their ~~his or her~~ designee, in the case of any violation of this chapter, shall take immediate steps to require compliance, including the immediate removal of any signs that do not conform with the provisions of this chapter. In addition to the following enforcement procedures, the city code official ~~building inspector~~ or the city planner or their ~~his or her~~ designee, ~~is~~ are authorized to immediately remove any off-premises advertising sign or banner without prior notice to the owner thereof.
 - 1. If the city code official ~~building inspector~~ or the city planner finds that any on premise sign is in violation of the provisions of this chapter, ~~they he or she~~ shall give written notice by registered or certified mail to the owner or person entitled to possession of the sign and the owner of the property where the sign is located. If such person fails to alter or remove the sign so as to comply with this chapter within five days after receipt of such notice, or within such longer time period as is specified in the notice, the code official ~~building inspector~~ shall cause such sign to be removed at the expense of the property owner and the person entitled to possession of the property or sign, and shall, upon the determination of such expense, certify the same to the finance officer.
- D. ~~Sign Fund. Fines collected for the violation of the chapter and as application fees shall be put into a sign fund, and shall be used exclusively to assist in the enforcement and administration of this chapter.~~
- D. Administrative Citations. The city code official or the city planner may employ the provisions of this section to secure compliance with this title. This section provides for administrative citations and fines which are in addition to all other legal remedies criminal or civil, which may be pursued by the city the use of this section shall be at the sole discretion of the city code official ~~building inspector~~ or the city planner.

1. Warning of an Administrative Citation.

a. Whenever the code official or the city planner determine that a violation of title 15.32 has occurred, the code official or the city planner may issue a written warning of an administrative citation to any person and/or owner responsible for the violation. A warning shall be served as a prerequisite to the issuance of a first administrative citation.

b. In the code official or city planner's sole discretion, the following dispute resolution process may be utilized. The code official shall schedule a meeting that shall be attended by the complainant and the person and/or owner responsible for the violation, the code official and a city-appointed facilitator. If the problem can be resolved as a result of this meeting, all formal enforcement proceedings shall be suspended, pending successful implementation of any and all agreements reached at the dispute resolution meeting. If the problem cannot be resolved in a satisfactory manner, formal enforcement proceedings shall again commence. Failure of the responsible party to attend the dispute resolution meeting shall be cause for formal enforcement procedures to continue to the next appropriate step.

c. The code official or city planner shall provide for a reasonable period of time to correct the violation after considering the circumstances of the case, prior to the issuance of an administrative citation. A warning shall not be required before the issuance of a second or any subsequent administrative citation for a continuing or repeated violation.

d. A warning shall include the same information as required under subsection (2) (b) of this section, as well as the following: A time limit by which the violation shall be corrected, after which an administrative citation may be issued if the violation is not fully corrected. A statement that the city intends to charge the person and/or owner for all administrative costs associated with code enforcement activity.

2. Administrative Citation.

a. Whenever the code official or the city planner determine that a violation has occurred, the code official or the city planner may issue an administrative citation to any person and/or owner responsible for the violation provided that any required warning has first been issued. Each and every day during a portion of which a violation of a code is committed, continued or permitted is a separate and distinct violation for which an administrative citation may be issued.

b. Each administrative citation shall contain the following information:

1. The date of the violation;
2. The address or a definite description of the location where the violation occurred;
3. The code section(s) violated and a description of the violations;
4. A description of how the violation can be corrected;
5. The amount of the fine for the code violation;
6. A description of the fine payment process, including a description of the time within which and the place to which the fine shall be paid;

7. An order prohibiting the continuation or repeated occurrence of the code violation described in the administrative citation;
8. A description of the administrative citation review process, including the time within which the administrative citation may be contested by submitting a request for hearing form; and
9. The name and signature of the citing enforcement officer.

3. Service of Warning or Administrative Citation. Service (delivery) of a warning or an administrative citation may be accomplished by any of the following methods:

a. Personal Service. The code official or the city planner, or an authorized designee, may obtain the signature of the person and/or owner responsible for the code violation on the administrative citation. If the responsible person and/or owner refuses or fails to sign the administrative citation, the failure or refusal to sign shall not affect the validity of service nor of the citation and subsequent proceedings.

b. A combination of service by first class mail and posting. service may be provided by (a) deposit in the United States mail, in a sealed envelope sent first class postage prepaid, addressed to the person and/or owner to be notified at the last-known business or residence address as the same appears in the current public records or other records pertaining to the matter to which the notice is directed, in combination with (b) posting a copy of the administrative citation in a conspicuous place on or near the property on which the violation is located. Service by mail and posting shall be deemed to have been completed at the later of either the time of deposit in any official United States postal box or the time of posting. The failure of the responsible person and/or owner to receive a properly addressed and mailed or posted administrative citation shall not affect the validity of the service nor of the citation and subsequent proceedings. Failure of a posted notice to remain in place after posting shall in no way affect the validity of the service nor of the citation and subsequent proceedings.

Dated this 7th day of January, 2019

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading:	December 17, 2018
Second Reading:	January 7, 2019
Published:	January 10, 2019
Adopted:	January 30, 2019

ORDINANCE NUMBER 1286
TO AMEND CHAPTER 15.01 INTERNATIONAL BUILDING CODE

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

15.01.010 International Building Code – Adopted

Certain documents, one copy of each is on file in the office of the building inspector, being marked and designated as the International Building Code, 2012-2018 edition, including International Property Maintenance Code, 2012-2018 International Existing Building Code, 2012-2018 Chapters 1-24 and 44 of the International Residential Code, 2012-2018, International Mechanical Code, 2012-2018 International Fire Code, 2012-2018 and Appendix J of the International Building Code, 2012-2018, and amendments or additions thereto, as published by the International Code Council, be and is hereby adopted as the Building Code of the City of Deadwood, for regulating and governing the conditions and maintenance of all property, building and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupational use; and the condemnation of buildings and structures unfit for human occupancy; and use and the demolition, alteration, relocation or repair of such structures and considering the historical character and significance of any buildings as herein provided; providing for the issuance of all permits, the appeal of decision by the building official and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Building Code on file in the office of the building inspector are hereby referred to, adopted and made part hereof, as if fully set out in this chapter, with the additions, insertions deletions and changes, if any, prescribed in the following sections.

15.01.20 Exceptions

- A. The following sections and subsections of the International Residential Code 2012-2018 allows for unvented room heaters under conditions set forth in Section G2445 (621). This section is inconsistent with the safety and welfare of the citizens of the City of Deadwood. This section shall therefore be deleted and excepted from the codes adopted by 15.01.010, and replaced by the following: no unvented or directed fired fuel-burning equipment shall be installed or used to provide comfort heating within any occupancy group other than Group S or U.
- B. Section R213-2 of the International Residential Code 2012-2018 is not adopted ~~requires a fire sprinkler system in one and two family dwellings~~. An automatic fire sprinkler system shall not be required in one and two single family dwellings. If an automatic fire sprinkler is installed it shall be designed and installed in accordance with NFPA 13D.

- C. This ordinance shall not apply to mobile or manufactured homes as defined in SDCL Chapter 32-7A which are constructed in compliance with the applicable prevailing standards of the United States Department of Housing and Urban Development at the time of construction.
- D. This ordinance shall not apply to any specialty resort or vacation home establishment as defined in SDCL Chapter 34-18 that is constructed in compliance with the requirements of Group R-3 of the ~~2012~~2018 edition of the International Building Code.

Dated this 7th day of January, 2019

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

First Reading:	December 17, 2018
Second Reading:	January 7, 2019
Published:	January 10, 2019
Adopted:	January 30, 2019

(10D)

ORDINANCE NUMBER 1287
TO AMEND CHAPTER 5.12 CONTRACTORS

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER 5.12 AS FOLLOWS:

5.12.060 Compliance with codes

All work performed by a contractor shall be in compliance with current ~~Uniform~~ Building Code and ~~Uniform Mechanical Code~~ as adopted by the city as well as all other ordinances and state codes including the South Dakota Electrical and Plumbing Code, including the maintenance of any licenses required by state law or code.

Dated this 7th day of January, 2019

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading:	December 17, 2018
Second Reading:	January 7, 2019
Published:	January 10, 2019
Adopted:	January 30, 2019

ORDINANCE NUMBER 1288
TO AMEND CHAPTER 15.12 ELECTRICAL CODE

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

~~15.12.010 National Electrical Code—Adopted.~~

~~The National Electrical Code, 1988 edition, (NFPA 70-1990), is adopted and incorporated into this code by reference. A printed copy of such code shall be on file in the office of the city auditor.~~

~~15.12.020 Restrictions to the use of non-metallic sheathed cable in commercial buildings.~~

~~Non-metallic sheathed cable (defines as a factory assembly of two (2) or more insulated conductors having an outer sheath of moisture resistant, flame retardant, non-metallic material); specifically Types NM, NMC and NMS cables are not permitted to be used in hotels, motels, gaming establishments, commercial, mercantile, industrial, institutional, and public buildings.~~

Dated this 7th day of January, 2019

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading:	December 17, 2018
Second Reading:	January 7, 2019
Published:	January 10, 2019
Adopted:	January 30, 2019

(10F)

ORDINANCE NUMBER 1289
TO AMEND CHAPTER 17 ZONING

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER 15.32 AS FOLLOWS:

17.08.010 Definitions.

As used in this title:

“Bed and breakfast establishment” means:

2. No bed and breakfast home shall be located on a lot closer than two hundred (200) feet or eight residences, whichever is greater, from any other lot containing a bed and breakfast home. However, the planning and zoning commission may waive the distance limitation if the structure is listed on the National Register of Historic Places or eligible for individual listing on the National Register of Historic Places. The Deadwood building inspector shall inspect the premises to insure compliance with the ~~Uniform~~ Building Code;

3. Applicants proposing tandem parking shall be required to provide a control board for the keys of the guests. The owner/manager shall be responsible for the control board. The subject residence proposed for a bed and breakfast shall be required to provide the following: (a) water meter, if one has not been installed on the subject premises; (b) proof of a state excise tax number shall be provided to the planning and zoning office for their files; and (c) proof that the business improvement district has been notified of the bed and breakfast establishment.

“Certificate of Occupancy” means a document issued by the city which stated that the described portion of a building has been inspected for compliance with the requirements of the ~~Uniform~~ Building Code and division of occupancy and the use for which the proposed occupancy is classified.

“Undertaking” or “project” means any demolition of any building or structure or historic resource and any other action or contemplated action which requires a permit under any ordinance adopted by the city including the ~~Uniform~~ Building Code, ~~edition~~, as adopted and/or amended, by the city commission.

Dated this 7th day of January, 2019

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

First Reading: December 17, 2018
Second Reading: January 7, 2019
Published: January 10, 2019
Adopted: January 30, 2019


Albertson Engineering Inc.

December 20, 2018

Bob Nelson Jr.
Zoning Administrator / City Planner
108 Sherman Street
Deadwood, SD 57732

RE: Proposal for Engineering Services
Event Complex Parking – Phase 1
Deadwood, SD
Albertson Engineering File #2018-075.1

Dear Bob,

We greatly appreciate the opportunity to present this proposal for Phase 1 of the Event Complex Parking near the baseball fields adjacent the Rodeo Grounds.

PROJECT DESCRIPTION

The Event Complex Parking project will add a road width of paving on the exterior radius of the existing road around the baseball fields. A retaining wall will be required which will be approximately 600 feet long. The wall height will vary from very short to about 7 feet tall. The added paved area will be designated for event parking.

SCOPE OF WORK

As you know, design has previously begun and payment was on an hourly basis. The project halted at about 50% completion and there are currently no outstanding balances for prior effort. Per our recent discussions, you have requested a lump sum proposal to complete design for the project.

For Phase 1, we understand you will take the sealed drawings and work directly with a contractor to build a portion of the wall nearest Crescent Drive. The extent of wall built will be dependent on what the current budget allows. Construction Administration is excluded for this phase.

Phase 2, which is not included within this proposal, will be to adjust the drawings as required to incorporate Phase 1 and reissue for completion of the wall. Design effort to issue drawings will be minimal but construction administration would be included.

To complete the design, geotechnical services are required. Attached is a proposal from American Engineering Testing. Please make special note that the proposal is written with the understanding that the City will provide the operator and equipment for the test pits mentioned.

Albertson Engineering Inc.

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

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

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


COMPENSATION

We are proposing to provide the engineering services for Phase 1 of the project described above for a lump sum fee provided below (applicable taxes are in addition to the amounts stated):

○ Structural Design (Albertson)	\$1,700
○ Civil Design (KTM)	\$3,080
○ Geotechnical Services (AET)	\$2,200
○ Construction Administration	hourly, if requested
○ TOTAL	\$6,980

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

Sincerely,



Jared D. Schippers, PE



Albertson Engineering Inc.



CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

December 19, 2018

Mr. Jared Schippers
Albertson Engineering, Inc.
3202 West Main Street, Suite C
Rapid City, South Dakota 57702

Subject: Cost Proposal – Geotechnical Exploration & Review
Proposed Event Complex Parking & Retaining Wall
Deadwood, South Dakota
AET Proposal No. 17-20306

Dear Jared,

At the requested, American Engineering Testing (AET) is pleased to submit a proposal for the subsurface exploration for use in the planning and design of the above referenced project. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, and the lump sum fee for our services.

PROJECT INFORMATION

Based on the information provided, we understand the project will consist of the construction of a new retaining wall in Deadwood, South Dakota. The Redi-Rock retaining wall will be approximately 600 lineal feet in length and vary from about 2 to 7 feet in height. The new wall will facilitate the required grade elevations for the construction of a new asphalt paved parking lane directly to the south of the existing baseball fields.

The purpose of the geotechnical study will be to determine the subsurface conditions at the site and to evaluate the suitability of the site soils for their use in constructing the required retaining wall and paved parking lane.

SCOPE OF SERVICES

Field Exploration

Based on the information provided, we propose the following scope of services:

- Arrange clearance of underground public utilities through SD One Call.
- Perform three (3) test pits to depths of about 2 to 3 feet below existing grade along the proposed retaining wall alignment.

Please note that it is our understanding that the City of Deadwood will provide the backhoe and operator to excavate and backfill the test pits. No costs associated with the backhoe or operator are included in this proposal.

1745 Samco Road | Rapid City, SD 57702

Phone (605) 388-0029 | Toll Free (800) 972-6364 | Fax (605) 388-0064 | www.amengtest.com | AA/EEO
This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

Before we excavate, we will contact SD One Call to locate public underground utilities. SD One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **The property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

Representative portions of recovered samples from the test pits will be collected and submitted to our laboratory for review, testing and final classification.

LABORATORY TESTING

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. We anticipate laboratory testing to include natural moisture content, Atterberg Limits, gradation analysis, and moisture-density relationship (proctor).

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs.

REPORT

AET will provide a report summarizing the results of the field work, and laboratory data with geotechnical engineering conclusions and recommendations. The report will include applicable bearing capacities and retaining wall soil design parameters, site excavation, backfilling, compaction requirements, subgrade preparation, and a recommended asphalt pavement section thickness.

SCHEDULE

Weather and site access permitting, AET anticipates our field work can be scheduled within 5 to 7 working days from receiving an authorization to proceed and coordination with the City of Deadwood personnel. We anticipate the field work can each be completed in 1 day. Laboratory testing will require approximately one (1) week. The report can be submitted within about one (1) week following the completion of the laboratory testing.

FEEES

Our fees for the scope of services described above will be charged on a lump sum basis of \$2,000.00, plus applicable state and local taxes. Please note, our fees will be in effect for ninety (90) days after issuance of this proposal, after which they will be subject to review and adjustment where necessary.

ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

TERMS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

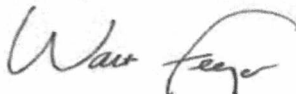
ACCEPTANCE:

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

CLOSING

AET appreciates the opportunity to provide this service for you and we look forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,
American Engineering Testing, Inc.



Walt Feeger, PE
Senior Geotechnical Engineer

AET PROPOSAL No.: 17-20306

ACCEPTANCE AND AUTHORIZATION

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER/E-MAIL ADDRESS: _____

DATE: _____

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement - Terms and Conditions ("terms and conditions") is applicable to all Services provided by American Engineering Testing, Inc. (AET). As used herein "Services" refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. AET requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order for any of the Services, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

1.2 - Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's Services. If new information becomes available during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 - Services performed by AET often include sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risks, and acknowledges that opinions developed by AET, based on samples so taken, are qualified to that extent.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 - Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for sixty (60) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS, RESTORATION AND UTILITIES

2.1 - Client will furnish AET safe and legal site access to the site.

2.2 - Client acknowledges that in the normal course of its Services AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

2.3 - If AET is required to locate public or private underground utilities or subsurface structures ("hidden features") in its efforts to conform with reasonable standards of care, AET is entitled to rely on the location information provided by locating vendors. Client shall provide AET with any information available or reasonably obtainable to help prevent AET's Services from encountering hidden features. AET shall bear no liability for damages or costs arising from encounters with hidden features.

SECTION 3 - SAFETY

3.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

3.2 - AET shall only be responsible for safety of AET employees; the safety of all others shall be Client's or other parties' responsibility.

SECTION 4 - SAMPLES

4.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

4.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 5 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET will perform its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of the service and in the same geographic area, under similar budgetary constraints.

SECTION 7 - INSURANCE

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

7.1 - AET maintains the following insurance coverage and limits of liability:

Workers' Compensation Employer's Liability	\$1,000,000 <	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	2 4	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	2	\$1,000,000 each accident
Professional Liability Insurance		\$1,000,000 per claim \$1,000,000 aggregate

7.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after final acceptance of the Project by Owner, Property Damage Including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

7.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

7.4 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after final acceptance of the Project by Owner. Renewal policies during this period shall maintain the same retroactive date.

7.5 - To the extent permitted by applicable state law, and only upon Client's signing of the proposal and return of the same to AET, Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis) and Automobile Liability Policy. Client and Owner shall be extended "waiver of subrogation" status for applicable coverages. Any other endorsement, coverage or policy requirement shall result in additional charges.

7.6 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

7.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 8 - DELAYS

If delays to AET's Services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9 - PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due net ~~thirty (30)~~⁶⁰ days from the date of receipt of an undisputed invoice, but not greater than ~~45~~⁹⁰ days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

9.2 - Invoices remaining unpaid for ~~sixty (60)~~⁹⁰ days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

9.3 - AET reserves the right to secure any unpaid invoice utilizing available remedies at law. AET explicitly reserves its' Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

SECTION 10 - MEDIATION

10.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

10.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 11 - LITIGATION REIMBURSEMENT

~~Except for matters relating to non-payment of fees, which is governed by Section 9 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.~~

SECTION 12 - MUTUAL INDEMNIFICATION

12.1 - Subject to the limitations contained in Sections 13 and 14, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

12.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

12.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

12.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

SECTION 13 - WAIVER OF CONSEQUENTIAL DAMAGES

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES INCURRED EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO LOSS OF USE AND LOSS OF INCOME OR PROFIT.

SECTION 14 - LIMITATION OF LIABILITY

Client agrees to limit AET's liability to Client resulting from AET's negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$25,000. ~~THE INSURANCE LIMITS HEREIN.~~

SECTION 15 - UNIONIZATION

AET reserves the right to negotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 16 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 17 - TERMINATION

After seven (7) days written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the file.

SECTION 18 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 19 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of South Dakota without regard to its conflicts of law provisions.

SECTION 20 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

SECTION 21 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for services ordered under this agreement.

Approval of a change order may be in writing or by electronic communication.



AMERCON-12

AROSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/08/2017

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

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

PRODUCER
HUB International Mountain States Limited
245 E. Roselawn Avenue, Suite 31
Saint Paul, MN 55117-1840

CONTACT Ann Ross
PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560
EMAIL: ann.ross@hubinternational.com

INSURED
AMERICAN CONSULTING SERVICES INC
AMERICAN ENGINEERING TESTING INC
AMERICAN PETROGRAPHIC SERVICES INC
560 CLEVELAND AVE N
ST PAUL, MN 55114-1804

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Phoenix Insurance Company	25623
INSURER B: Travelers Property Casualty Company of America	25674
INSURER C: Travelers Casualty Insurance Company of America	19846
INSURER D: Confidental Casualty Company	20443
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

REQ LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		630639K0886PHX18	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Excluded) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS & COMMOD AGG \$ 1,000,000
	DETAILED AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		610797K9140COP18	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Excluded) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY/ANY NON-EXECUTIVE OFFICER/EMPLOYER EXCLUDED? (Mandatory in MN) (Yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N <input checked="" type="checkbox"/> N	UB7091K909318	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 100,000 EL DISEASE - EA EMPLOYEE \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000
D	PROF/POLL LIABILITY		ECH254066939	01/01/2018	01/01/2019	PER CLAIM \$ 1,000,000
D	RETRO: 070287		ECH254066939	01/01/2018	01/01/2019	AGGREGATE \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

PROOF OF INSURANCE

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

AUTHORIZED REPRESENTATIVE

(104)

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

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)

PERMANENT ACCESS EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, CITY OF DEADWOOD, a South Dakota municipal corporation, of 102 Sherman Street, Deadwood, SD 57732, (Grantor) hereby grants and conveys unto C&D Properties, LLC, owners of Buffalo Thunder Lodge, of 303 16th Street, P.O. Box 692, Jamestown, ND 58402, (Grantee) a Permanent Access Easement subject to the conditions hereinafter set forth, as described below.

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

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

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

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

This easement shall run with the land.

Dated this ____ day of _____, 2018.

GRANTOR
CITY OF DEADWOOD:

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

ATTEST:

Jessica McKeown
Finance Officer

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)

ACKNOWLEDGMENT

On this, the ____ day of _____, 2018, before me, the undersigned officer, personally appeared David R. Ruth Jr. who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public
My commission expires: _____

Dated this ____ day of _____, 2018.

GRANTEE:

Dale Lende, C&D Properties, LLC

Cheryl Lende, C&D Properties, LLC

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF _____)

ACKNOWLEDGMENT

On this, the ____ day of _____, 2018, before me, the undersigned officer, personally appeared Dale Lende, _____ of C&D Properties, LLC who acknowledged to be the owner of above referenced entity, and executed the foregoing instrument for the purposes therein.

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

(SEAL)

Notary Public
My commission expires: _____

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF _____)

ACKNOWLEDGMENT

On this, the ____ day of _____, 2018, before me, the undersigned officer, personally appeared Cheryl Lende, _____ of C&D Properties, LLC who acknowledged to be the owner of above referenced entity, and executed the foregoing instrument for the purposes therein.

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

(SEAL)

Notary Public
My commission expires: _____

EXHIBIT A

Lot A1 in a portion of Lot H2 and the 66 foot right of way to US Highway 85 in Tract 1 of the Jim Lode Mineral Survey 1636; the 66 foot right of way of US Highway 85 in Lot 7 and Placer Claim 57 in Section 27, Township 5 North, Range 3 East of the B.H.M., and a portion of Lot H2 and the 66 foot right of way of US Highway 85 in M.S. 107 Section 27, Township 5 North, Range 3 East of the B.H.M., all located in the City of Deadwood, Lawrence County, South Dakota.

EXHIBIT B

See attached map

**SKETCH PLAN
PROPOSED ACCESS AND
PARKING EASEMENT**



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

**DATE: JAN. 3, 2018
REV: MARCH 22, 2018
SCALE: 1"=40'
DRAWN: FD
JOB NO: 9739**

(10K)



AIA[®] Document A141[™] – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141[™]-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 7th day of January in the year 2019 (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Deadwood Gathering Space
21 Deadwood St
Deadwood, SD 57732

THE OWNER:

(Name, legal status and address)

City of Deadwood
South Dakota Municipality
102 Sherman St.
Deadwood, SD 57732

THE DESIGN-BUILDER:

(Name, legal status and address)

Scul Construction Service, Inc.
PO Box 7636
Rapid City, SD 57709

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

- ☐ Stipulated Sum, in accordance with Section A.1.2 below
- ☐ Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
- ☒ Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be (\$), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

6.25% Fee of cost of Work. Change orders shall have 6% OH & 6% fee associated.

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Six Hundred Forty-five Thousand Three Hundred Fifty-two Dollars and Zero Cents (\$ 645,352.00), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

Remaining contingency at completion of phase I shall be carried over into future amendments

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price. (Provide information below or reference an attachment.)

See attached Exhibit 'I'

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

- a. The cost of the work associated with salvaging the existing historic retaining wall, including all costs associated with that work, to include, but not limited to the following shall be reimbursed back to the project budget 100% from other funding sources as indicated by the Owner.
 - a. Shoring & bracing between the face of wall and Deadwood Creek
 - b. Excavation & related shoring as required for the new concrete wall behind the existing stacked wall.
 - c. The cost to construct the wall in its entirety per the structural drawings.
 - d. Temporarily moving/resetting the electrical work that is in the way of excavation
 - e. Dewatering allowance for diverting Deadwood creek during this phase of work
 - f. Overhead and profit on cost of the work
- b. The existing Franklin motor lodge is built on a foundation system no more than 4' in depth. Additional costs shall apply for additional structure removal.
- c. The permit fees for this project are waived.
- d. Downtime for archeological investigations, or unforeseen conditions will be reimbursed. Includes extended schedule/general conditions time.
- e. Owner shall have all asbestos abatement completed and "all clear" testing provided prior to the scheduled demolition of the structure.

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- f. Great care shall be taken to preserve the existing stacked stone retaining wall. However, the Design/Builder shall not be held responsible if the wall is not preserved during or after the initial excavation, building demolition or subsequent backfill operations.
- g. Prior to commencement of shoring/cribbing work inside Deadwood City Creek, the successful concrete contractor who is constructing the shoring/cribbing system reserves all rights to recommend removal of said wall if it poses significant safety concerns with regards to OSHA or any concerns with safety and of workers. If wall does need to be removed , for above reasons, such decision shall not be reasonably withheld.
- h. Shall the wall need to be removed, this cost shall be issued via change order. The total change order will be offset with any savings but not constructing the shoring/cribbing system.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the First day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the Thirtieth day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid.

Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

(Paragraphs deleted)

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the

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Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.

- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of Five percent (5.00 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Five percent (5.00 %) from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract or it's respective individual amendments and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work included in this amendment not later than () days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Date of commencement shall be 1/9/19 with anticipated completion of phase I by 4/3/19. Weather delays shall be granted to extend this completion date. See Exhibit IV

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

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(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

As issued in Scull Construction Bid Package #1 – Exhibit 'II'

Section	Title	Date	Pages
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§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

See attached Exhibit "III"

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
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Other identifying information:

N/A

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

Temporary Electrical (\$50,000)

.2 Contingencies

Construction Contingency (\$58,668)

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§ A.3.1.6 Design-Builder's assumptions and clarifications:

2.2.4.1 The general conditions of the contract shall be a "lump sum" cost and shall not be applicable to overruns or underruns of the G.M.P.

2.2.4.2 Any cost savings realized in contract negotiations between Construction Manager and Suppliers and Subcontractors will be available to first be used in cost categories and budget line items that experience overruns, then the remaining savings shall be converted to contingency.

2.2.4.3 Generally, contingency items may include, but are not limited to weather, schedule elongation, material inflation, subcontractor default, subcontractor and supplier scope gap, and errors and omissions of the Design Team, Construction Manager, Subcontractors, and Suppliers.

2.2.4.4 Any remaining Contractor contingency will be equally split 50/50 between Construction Manager and the Owner

2.2.4.5 The Owner shall include in their budget, adequate contingency to cover items outside of the C.M Contingency. The C.M. Contingency shall not, unless agreed upon by the C.M, be used for any change order items. Not applicable to the C.M. Contingency.

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

Steven Uttecht
605-545-2805
PO Box 7636
Rapid City, SD 57709

.2 Project Manager

Scott Edwards
720-341-7921
PO Box 7636
Rapid City, SD 57709

.3 Others

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

(List name, discipline, address and other information.)

See Exhibit "I" for subcontractors. Suppliers are sole discretion of the Design/Builder.

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
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§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

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§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure

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to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the

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Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

DESIGN-BUILDER *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A141™ – 2014 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:59:15 ET on 01/03/2019.

PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 7th day of January in the year 2019 (the "Agreement")

...

Deadwood Gathering Space
21 Deadwood St
Deadwood, SD 57732

...

City of Deadwood
South Dakota Municipality
102 Sherman St.
Deadwood, SD 57732

...

(Name, legal status and address)

Scull Construction Service, Inc.
PO Box 7636
Rapid City, SD 57709
PAGE 2

☒ Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

...

6.25% Fee of cost of Work. Change orders shall have 6% OH & 6% fee associated.

...

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Six Hundred Forty-five Thousand Three Hundred Fifty-two Dollars and Zero Cents (\$ 645,352.00), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

...

See attached Exhibit 'I'

...

- a. The cost of the work associated with salvaging the existing historic retaining wall, including all costs associated with that work, to include, but not limited to the following shall be reimbursed back to the project budget 100% from other funding sources as indicated by the Owner.
 - a. Shoring & bracing between the face of wall and Deadwood Creek
 - b. Excavation & related shoring as required for the new concrete wall behind the existing stacked wall.
 - c. The cost to construct the wall in its entirety per the structural drawings.
 - d. Temporarily moving/resetting the electrical work that is in the way of excavation
 - e. Dewatering allowance for diverting Deadwood creek during this phase of work
 - f. Overhead and profit on cost of the work
- b. The existing Franklin motor lodge is built on a foundation system no more than 4' in depth. Additional costs shall apply for additional structure removal.
- c. The permit fees for this project are waived.
- d. Downtime for archeological investigations, or unforeseen conditions will be reimbursed. Includes extended schedule/general conditions time.
- e. Owner shall have all asbestos abatement completed and "all clear" testing provided prior to the scheduled demolition of the structure.
- f. Great care shall be taken to preserve the existing stacked stone retaining wall. However, the Design/Builder shall not be held responsible if the wall is not preserved during or after the initial excavation, building demolition or subsequent backfill operations.
- g. Prior to commencement of shoring/cribbing work inside Deadwood City Creek, the successful concrete contractor who is constructing the shoring/cribbing system reserves all rights to recommend removal of said wall if it poses significant safety concerns with regards to OSHA or any concerns with safety and of workers. If wall does need to be removed , for above reasons, such decision shall not be reasonably withheld.
- h. Shall the wall need to be removed, this cost shall be issued via change order. The total change order will be offset with any savings but not constructing the shoring/cribbing system.

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the First day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the Thirtieth day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Owner receives the Application for Payment.

PAGE 5

~~§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee~~

~~§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.~~

~~§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:~~

- ~~1 Take the Cost of the Work as described in Article A.5 of this Amendment;~~
- ~~2 Add the Design-Builder's Fee, less retainage of — percent (— %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~3 Subtract retainage of — percent (— %) from that portion of the Work that the Design-Builder self-performs;~~
- ~~4 Subtract the aggregate of previous payments made by the Owner;~~
- ~~5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.~~

~~§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.~~

PAGE 6

- 3 Add the Design-Builder's Fee, less retainage of Five percent (5.00 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 4 Subtract retainage of Five percent (5.00 %) from that portion of the Work that the Design-Builder self-performs;

...

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract or its respective individual amendments and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

...

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work included in this amendment not later than () days from the date of this Amendment, or as follows:

...

Date of commencement shall be 1/9/19 with anticipated completion of phase I by 4/3/19. Weather delays shall be granted to extend this completion date. See Exhibit IV

PAGE 7

As issued in Scull Construction Bid Package #1 – Exhibit 'II'

...

See attached Exhibit "III"

...

N/A

...

Temporary Electrical (\$50,000)

...

Construction Contingency (\$58,668)

PAGE 8

2.2.4.1 The general conditions of the contract shall be a "lump sum" cost and shall not be applicable to overruns or underruns of the G.M.P.

2.2.4.2 Any cost savings realized in contract negotiations between Construction Manager and Suppliers and Subcontractors will be available to first be used in cost categories and budget line items that experience overruns, then the remaining savings shall be converted to contingency.

2.2.4.3 Generally, contingency items may include, but are not limited to weather, schedule elongation, material inflation, subcontractor default, subcontractor and supplier scope gap, and errors and omissions of the Design Team, Construction Manager, Subcontractors, and Suppliers.

2.2.4.4 Any remaining Contractor contingency will be equally split 50/50 between Construction Manager and the Owner

2.2.4.5 The Owner shall include in their budget, adequate contingency to cover items outside of the C.M Contingency. The C.M. Contingency shall not, unless agreed upon by the C.M, be used for any change order items. Not applicable to the C.M. Contingency.

...

Steven Uttecht
605-545-2805
PO Box 7636
Rapid City, SD 57709

...

Scott Edwards
720-341-7921
PO Box 7636
Rapid City, SD 57709

...

See Exhibit "I" for subcontractors. Suppliers are sole discretion of the Design/Builder.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:59:15 ET on 01/03/2019 under Order No. 7301625204 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014 Exhibit A, Design-Build Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

OUTLAW SQUARE - PHASE 1

Site Square Feet: 28,500
Construction Cost / SF: \$22.64
Revised: 12/28/2018

LINE

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BID PACKAGES

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BID DATE / TIME	BID PACKAGE	DESCRIPTION	SUBCONTRACTOR / COMMENTS	12/21/18 Bid Set
12/21/18 2:00 PM	1A	Traffic Control	RHS, Inc.	6,915
12/21/18 2:00 PM	1B	Surveying	Feber Engineering	2,130
12/21/18 2:00 PM	1C	Material Testing	FMG Engineering	1,975
12/21/18 2:00 PM	26A	Temp Electrical	Allowance	50,000
12/21/18 2:00 PM	31A	Sitework, Utilities, and Demolition	Quinn Construction	208,400
12/21/18 2:00 PM	32A	Concrete Retaining Wall	SCS	168,000

BID PACKAGE TOTAL 437,420

ALTERNATES

TOTAL / APPROVED

ALTERNATES TOTAL (SEE ALTERNATE SHEET) 0

CONSTRUCTION MANAGERS GENERAL CONDITIONS

General Conditions (Lump Sum) 92,680

SUBTOTAL 530,100

INSURANCE / TAXES / FEE

Rate INSURANCE / BOND / TAXES

0.00%	Building Permit Allowance	0
6.25%	Fee	33,131
0.07%	AGC	394
1.00%	Builders Risk	5,636
1.00%	Bond	5,693
2.04%	Excise Tax	11,729
10.00%	Construction Contingency	58,668

TOTAL COST OF CONSTRUCTION 645,352

26

BREAKOUTS

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ITEM #1	Retaining Wall	400,633
ITEM #2	Building Demolition	32,981
ITEM #3	Water Line Utilities	43,473

General Condition Breakdown		
Description	Quantity	Total Cost
Project Engineer	1.50 MO	\$ 6,000.00
Superintendent	3.00 MO	\$ 25,500.00
Site Maintenance and Cleaning	45.00 MD	\$ 9,675.00
Snow Removal	20.00 MD	\$ 4,300.00
PM/PE Vehcile	1.50 MO	\$ 1,050.00
PM/PE Vehicle Gas	1.50 MO	\$ 800.00
Superintendent Vehicle	3.00 MO	\$ 2,200.00
Superintendent Vehicle Gas	3.00 MO	\$ 3,000.00
Equipment Fuel	3.00 MO	\$ 1,000.00
Office Trailer / Office Supplies	3.00 MO	\$ 1,200.00
Trash Fees	3.00 MO	\$ 2,600.00
Communication / Phone	3.00 MO	\$ 675.00
On-Site Portable Toilets	6.00 MO	\$ 1,200.00
Safety	3.00 MO	\$ 1,000.00
Miscellaneous Materials	3.00 LS	\$ 3,200.00
Small Tools	3.00 MO	\$ 800.00
Mobilization	1.00 LS	\$ 3,500.00
Erosion Control / Maintenance	1.00 LS	\$ 5,000.00
Temporary Power	3.00 MO	\$ 1,500.00
Temporary Fence	550.00 LF	\$ 7,150.00
Temporary Signage	2.00 LS	\$ 3,000.00
Skidsteer	3.00 MO	\$ 2,850.00
Forklift	3.00 MO	\$ 4,950.00
Pro Core	1.00 LS	\$ 530.00
Sub-Total (Base Cost)		\$ 92,680.00

**OUTLAW SQUARE: FRANKLIN MOTOR LODGE STRUCTURE DEMOLITION, SITE DEMOLITION, AND
UTILITY WORK PROJECT
BID PACKAGE # 01A – Traffic Control
December 7, 2018**

D/B amendment
#1 - Attachment
"II"

SCOPE SUMMARY:

DIVISION 00	- PROCUREMENT AND CONTRACTING REQUIREMENTS,	As Applicable;
DIVISION 01	- GENERAL REQUIREMENTS,	As Applicable;
Sheet	- C200 Traffic Control	Complete;
LEGENDS, NOTES & SCHEDULES PER DOCUMENTS,		As Applicable;

In the event of a conflict or ambiguity between the following "clarifications" to the scopes of Work and the contract documents, the contract documents shall control. The following "Scope Clarifications" are intended to emphasize, amplify, and clarify the work of this package, and does not supersede the contract documents or in any way list every item of work required by the contract documents for completion of this work package.

THIS BID PACKAGE SHALL NOT BE MODIFIED IN ANY WAY. WHEN SUBMITTING A BID, THIS CONTRACTOR AGREES TO ALL INCLUSIONS, TERMS, AND CONDITIONS, INCLUDED HEREIN. THIS BID PACKAGE ALONG WITH THE BID FORM WILL BE USED AS THE SCOPE INCLUSIONS IN ITS ENTIRETY FOR THE FINAL SUBCONTRACT AGREEMENT.

Terminology

Owner shall mean Outlaw Square: Franklin Motor Lodge Structure Demolition, Site Demolition, and Utility Work Project
Construction Manager shall mean Scull Construction Services
Contractor shall mean work package Bidder

GENERAL SCOPE OF WORK INCLUSIONS:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide the above listed scope of work for the **Outlaw Square: Franklin Motor Lodge Structure Demolition, Site Demolition, and Utility Work Project**, in accordance with the Contract Documents. It is further understood and agreed that this Work Package also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s), or shown on the plans. Drawing and detail references are provided for reference only and are not to be considered as all inclusive of Contract Documents for the particular items referenced. (Please note: The word "provide" when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other facilities necessary to complete the work.")

1. All traffic Control as indicated and required. It is the intent for this contractor to provide all traffic signage, fixed sign supports barricades, and lane closures.
2. Provide traffic control for duration of 9 months.
3. Contractors and Suppliers need to include 6.5% Sales Tax, per City and State, on all materials.

SCOPE OF WORK EXCLUSIONS:

1. General Building Permits
2. State Excise Tax

END OF BID PACKAGE

**OUTLAW SQUARE: FRANKLIN MOTOR LODGE STRUCTURE DEMOLITION, SITE DEMOLITION, AND
UTILITY WORK PROJECT**

**BID PACKAGE # 31A – Sitework, Excavation, Utilities, & Demolition
December 13, 2018 ADD. #1 REV.**

D/B amendment
#1 - Attachment
"II"

STATE OF INCORPORATION _____

SCOPE SUMMARY:

DIVISION 00	- PROCUREMENT AND CONTRACTING REQUIREMENTS,	As Applicable;
DIVISION 01	- GENERAL REQUIREMENTS,	As Applicable;
Section: 024119	- Selective Demolition,	Complete;
Section: 264200	- Corrosion Protection- Plastic Pipe System,	Complete;
Section: 312000	- Earth Moving,	Complete;
Section: 331113	- Facility Water Distribution Piping,	Complete;
Section: 334100	- Storm Utility Drainage Piping,	Complete;
Sheet	- C200 Traffic Control	As Applicable;
LEGENDS, NOTES & SCHEDULES PER DOCUMENTS,		As Applicable;
GEOTECHNICAL ENGINEERING REPORT,		Complete;

In the event of a conflict or ambiguity between the following "clarifications" to the scopes of Work and the contract documents, the contract documents shall control. The following "Scope Clarifications" are intended to emphasize, amplify, and clarify the work of this package, and does not supersede the contract documents or in any way list every item of work required by the contract documents for completion of this work package.

THIS BID PACKAGE SHALL NOT BE MODIFIED IN ANY WAY. WHEN SUBMITTING A BID, THIS CONTRACTOR AGREES TO ALL INCLUSIONS, TERMS, AND CONDITIONS, INCLUDED HEREIN. THIS BID PACKAGE ALONG WITH THE BID FORM WILL BE USED AS THE SCOPE INCLUSIONS IN ITS ENTIRETY FOR THE FINAL SUBCONTRACT AGREEMENT.

Terminology

Owner shall mean Outlaw Square: Franklin Motor Lodge Structure Demolition, Site Demolition, and Utility Work Project
Construction Manager shall mean Scull Construction Services
Contractor shall mean work package Bidder

GENERAL SCOPE OF WORK INCLUSIONS:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide the above listed scope of work for the **Outlaw Square: Franklin Motor Lodge Structure Demolition, Site Demolition, and Utility Work Project**, in accordance with the Contract Documents. It is further understood and agreed that this Work Package also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s), or shown on the plans. Drawing and detail references are provided for reference only and are not to be considered as all inclusive of Contract Documents for the particular items referenced. (Please note: The word "provide" when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other facilities necessary to complete the work.")

**OUTLAW SQUARE: FRANKLIN MOTOR LODGE STRUCTURE DEMOLITION, SITE DEMOLITION, AND
UTILITY WORK PROJECT**

**BID PACKAGE # 31A – Sitework, Excavation, Utilities, & Demolition
December 13, 2018 ADD. #1 REV.**

D/B amendment
#1 - Attachment
"II"

GENERAL:

1. It is the intent for this contractor to perform all site clearing, earth moving, site and building demolition, erosion control, and temporary and permanent utilities as indicated and as required with the exception of specific items listed within the exclusions of this bid package.
2. Contractors and Suppliers need to include 6.5% Sales Tax, per City and State, on all materials.

BUILDING DEMOLITION:

1. Include the removal entirely of Franklin Hotel building, structural foundation, and building utilities as indicated and required.
2. Remove, haul, and legally dispose off-site all existing building and subsurface materials as indicated and as required for new work including all work outside property limits (I.E. infrastructure development, right of way, and city property work.)
3. Provide demolition netting over City Creek to protect the adjacent Silverado building and City Creek from damage and flying debris.
4. Provide concrete cutting of exiting City Creek retaining wall to elevation as indicated.
5. Take great care to preserve the integrity of the historic retaining wall located north side of City Creek.
6. Perform all earthwork including excavating, filling, backfilling, compaction, materials and accessories, both machine and handwork as required for compaction limits per geotechnical report, from existing grade to +/- 1/10th ft of all required sub-grade elevations as indicated.
7. Final grading after backfill of retaining wall shall be a consistent slope from back of walk at Main Street to back of wat at HYH 14A. Site shall not have any major depressions or peaks.

SITE DEMOLITION:

1. Include the removal entirely of all site asphalt paving, concrete paving, curb & gutter, sidewalks, irrigation system, landscaping, retaining walls, and site utilities as indicated and required.
2. Package includes all site utility demolition as indicated or required. It is the intent to have this contractor performs all site utility related demolition and selective demolition work complete and as required.
3. Remove, haul, and legally dispose off-site all existing structures and subsurface materials as indicated and as required for new work including all work outside property limits (I.E. infrastructure development, right of way, and city property work.)
4. Clear, grub, and remove all vegetation and trees including stumps and root systems as required. All vegetation/waste material to be removed offsite and lawfully disposed.
5. Strip and remove topsoil from the site.
6. Provide and maintain stabilized construction entrances as indicated. Remove and dispose of all material when required for site finishing at the direction of the construction manager.
7. Provide, maintain, repair, replace, and remove all erosion control devices required including silt fence, blankets, and sedimentation traps in conformance with best practice, as specified, as required, and as indicated for the duration of this subcontract. Provide all requirements for Storm Water Pollution Control as specifically indicated and as required per governing jurisdiction.
8. Perform all earthwork including excavating, filling, backfilling, compaction, materials and accessories, both machine and handwork as required for compaction limits per geotechnical report, from existing grade to +/- 1/10th ft of all required sub-grade elevations as indicated.
9. All grading is to be completed with GPS controlled equipment.

**OUTLAW SQUARE: FRANKLIN MOTOR LODGE STRUCTURE DEMOLITION, SITE DEMOLITION, AND
UTILITY WORK PROJECT**

BID PACKAGE # 31A – Sitework, Excavation, Utilities, & Demolition

December 13, 2018 ADD. #1 REV.

D/B amendment
#1 - Attachment
"II"

10. Remove, deliver to the Owner or stockpile on site, all items to be salvaged for reinstallation or storage as indicated.
 - a. Remove and salvage brick pavers from Deadwood Street as indicated and required.
 - b. Remove and salvage rock from the rock walls as indicated and required.
 - c. Remove and salvage tree from the rock walls as indicated and required.
 - d. Palletize all items to be salvaged and deliver to the City of Deadwood.
11. Final grading after backfill of retaining wall shall be a consistent slope from back of walk at Main Street to back of wall at HYY 14A. Site shall not have any major depressions or peaks.

RETAINING WALL EXCAVATION & BACKFILL:

1. Perform all earthwork including excavating, filling, backfilling, compaction, materials and accessories, both machine and handwork as required for compaction limits per geotechnical report, from existing grade to +/- 1/10th ft of all required sub-grade elevations as indicated.
2. Provide all trench protection measures including sheeting and shoring as required per OSHA and other governing authorities. Provide all design performance requirements including analysis data signed and sealed by a qualified professional engineer licensed in the state where work is being performed.
3. Remove, haul, and legally dispose off-site all existing subsurface material as indicated and as required for new work including all work outside property limits (I.E. infrastructure development, right of way, and city property work.)
4. Take great care to preserve the integrity of the historic retaining wall located north side of City Creek.
5. Provide all drain tile pipe, fittings, components and penetrations through existing walls as indicated.
6. Provide all clean rock placements as indicated.
7. Provide dewatering for the construction of the retaining wall.
8. All waste concrete and concrete truck wash-out are to be confined to an area as approved by the CM. This contractor shall remove all wash-out and waste material from site and legally dispose.

UTILITIES:

1. All utility work shall comply with all authorities having jurisdiction including all required appurtenances, structures, and apparatus to make complete, code compliant and operation services.
2. Provide all storm sewer work as indicated.
3. Provide all water service work as indicated.
4. Provide all structures, including manholes, junction boxes, trench drains, drain inlets, curb and area inlets including all gratings, frames and all other requirements indicated and required for complete, operable and approved systems.
5. Perform all earthwork including excavating, filling, backfilling, compaction, materials and accessories, both machine and handwork as required for compaction limits per geotechnical report, from existing grade to +/- 1/10th ft of all required sub-grade elevations as indicated.
6. Provide all trench protection measures including sheeting and shoring as required per OSHA and other governing authorities. Provide all design performance requirements including analysis data signed and sealed by a qualified professional engineer licensed in the state where work is being performed.
7. Coordinate all work with utility companies/agencies and CM as required.

**OUTLAW SQUARE: FRANKLIN MOTOR LODGE STRUCTURE DEMOLITION, SITE DEMOLITION, AND
UTILITY WORK PROJECT**

BID PACKAGE # 31A – Sitework, Excavation, Utilities, & Demolition

December 13, 2018 ADD. #1 REV.

D/B amendment
#1 - Attachment
"II"

SCOPE OF WORK EXCLUSIONS:

1. General Building Permits
2. Soils testing
3. Providing topsoil
4. Blue Topping or Fine Grading at Paving
5. Removal or Relocation of existing Dry Utilities
6. Site Concrete and Asphalt Paving
7. Surveying
8. State Excise Tax

END OF BID PACKAGE

**OUTLAW SQUARE: FRANKLIN MOTOR LODGE STRUCTURE DEMOLITION, SITE DEMOLITION, AND
UTILITY WORK PROJECT
BID PACKAGE # 32A – Concrete Retaining Wall
December 17, 2018 ADD #2 REV.**

D/B amendment
#1 - Attachment
"II"

SCOPE SUMMARY:

DIVISION 00	- PROCUREMENT AND CONTRACTING REQUIREMENTS,	As Applicable;
DIVISION 01	- GENERAL REQUIREMENTS,	As Applicable;
LEGENDS, NOTES & SCHEDULES PER DOCUMENTS,		As Applicable;
GEOTECHNICAL ENGINEERING REPORT,		Complete;

In the event of a conflict or ambiguity between the following "clarifications" to the scopes of Work and the contract documents, the contract documents shall control. The following "Scope Clarifications" are intended to emphasize, amplify, and clarify the work of this package, and does not supersede the contract documents or in any way list every item of work required by the contract documents for completion of this work package.

THIS BID PACKAGE SHALL NOT BE MODIFIED IN ANY WAY. WHEN SUBMITTING A BID, THIS CONTRACTOR AGREES TO ALL INCLUSIONS, TERMS, AND CONDITIONS, INCLUDED HEREIN. THIS BID PACKAGE ALONG WITH THE BID FORM WILL BE USED AS THE SCOPE INCLUSIONS IN ITS ENTIRETY FOR THE FINAL SUBCONTRACT AGREEMENT.

Terminology

Owner shall mean Outlaw Square: Franklin Motor Lodge Structure Demolition, Site Demolition, and Utility Work Project
Construction Manager shall mean Scull Construction Services
Contractor shall mean work package Bidder

GENERAL SCOPE OF WORK INCLUSIONS:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide the above listed scope of work for the **Outlaw Square: Franklin Motor Lodge Structure Demolition, Site Demolition, and Utility Work Project**, in accordance with the Contract Documents. It is further understood and agreed that this Work Package also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s), or shown on the plans. Drawing and detail references are provided for reference only and are not to be considered as all inclusive of Contract Documents for the particular items referenced. (Please note: The word "provide" when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other facilities necessary to complete the work.")

1. All cast-in-place concrete as indicated and required. It is the intent for this contractor to provide all cast-in-place concrete, including but not limited to; all footings, and foundations for the concrete retaining wall.
2. It is the responsibility of this contractor to insure that the aggregate base course provided by others is sufficient and correct before commencing work. All blue topping or fine grading to be done under this contract. Earthwork contractor will bring aggregate base course to +/- 1/10th foot of required elevations. Any issues must be brought to the CM prior to work commencing.
3. All concrete formwork including all required bracing, supports, shoring, re-shoring and all supplementary formwork for construction joint covers; recesses; raised area; chamfer; keyway;

**OUTLAW SQUARE: FRANKLIN MOTOR LODGE STRUCTURE DEMOLITION, SITE DEMOLITION, AND
UTILITY WORK PROJECT
BID PACKAGE # 32A – Concrete Retaining Wall
December 17, 2018 ADD #2 REV.**

D/B amendment
#1 - Attachment
"II"

- opening forms; pit forms; etc. and all miscellaneous formwork as shown or specified. Includes any required formwork engineering where specified or required by ACI.
4. Provide reinforcing, vapor barrier, joint materials, and accessories as indicated.
 5. All installation of required anchor bolts, sleeves, steel assemblies, bollards and bollard bases, and other embedded items or anchors including furnishing of required templates. Contractor is to install all embeds and anchors which cast into the structure for bollards, or other attachment embeds. All costs to correct omitted or misplaced anchor bolts or embeds shall be borne by this contractor. Unloading of embedded steel items is work of this contract (embeds/anchor bolts/ Bollards, misc. metals etc. provided by others).
 6. All concrete accessories indicated with includes void forms; Styrofoam fill, water stops; reglets; dovetail slots; bonding agents; contraction, construction, control, expansion and isolation joints and fillers; bond breakers, etc. as necessary and required.
 7. All required reinforcing steel, dowels, wire mesh, smooth dowels, grease, slip caps, form savers and required supports, bolsters, hangers, chairs, runners, spacers, etc. including all drilling, epoxy adhesives, etc. as required.
 8. Layout, survey, install, support/brace and protect all embeds including those furnished by others. All embeds are to be left clean and free of concrete including threads of all anchor bolts and/or bolt assemblies.
 9. Clean-up and dispose all waste, debris, trash, all detrimental soils, spoils, and spill materials and have all formwork, metal decks, pour areas of any nature, inspected by the Construction Manager prior to any concrete placement.
 10. All required safety measures for rebar (Caps).
 11. Provide all concrete materials, additives and admixtures, as required.
 12. Provide all concrete curing and protection. Coordinate and provide curing materials/methods compatible with floor finish materials and waterproofing. Cure all slabs receiving finished products, seals, and stains in accordance with specifications and as recommended by manufacturer.
 13. Any required patching, leveling or grinding of non-conforming slab tolerances or finishes. And repair of any elevated formed surface that is out of tolerance or because of form failure.
 14. All waste concrete and concrete truck wash-out is to be confined to an area approved by the Construction Manager and periodically cleaned and as directed by the CM. Additionally, upon completion, remove and legally dispose concrete waste, excess, spoil and unacceptable materials from site and restore truck wash out area in accordance with documents and/or as acceptable to the CM.
 15. Contractor shall brace all concrete structural elements as required for backfill operations as required.
 16. All cold or hot weather concrete work as specified, including hot water, ice, enclosures, fog sprayers, protection, temporary heating, etc. as required.
 17. Contractor shall clean and remove all concrete spillage, drippings, laitance, dried concrete fins, etc. caused during placing of concrete or stripping of forms. All new areas are to be broom cleaned of this debris, and broom cleaned again at completion of the concrete work. Includes cleaning and/or protection of masonry and all other work from concrete splatters or drippings.
 18. Take great care to preserve the integrity of the historic retaining wall located north side of City Creek.
 19. Contractors and Suppliers need to include 6.5% Sales Tax, per City and State, on all materials.
 20. **Provide all waterproofing membrane as indicated and required.**

**OUTLAW SQUARE: FRANKLIN MOTOR LODGE STRUCTURE DEMOLITION, SITE DEMOLITION, AND
UTILITY WORK PROJECT
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21. Provide the necessary means and methods to shore the existing retaining wall along Deadwood Creek side with the following requirements:
- a. The shoring system shall support the existing stacked stone wall to remain.
 - b. The shoring system shall be of sufficient structural capacity to adequately support the weight of the new concrete wall during construction.
 - c. The top of the shoring system shall be built to an elevation to allow the demolition contractor to sawcut the existing wall as noted in the structural details.
 - d. The top of shoring system elevation shall be sheeted with $\frac{3}{4}$ " treated plywood as a work platform and also a means to protect debris from falling into Deadwood Creek during demolition and subsequent wall construction.
 - e. The shoring needs to be constructed prior to the demolition work of the existing Franklin Motor Lodge.
 - f. The shoring shall be constructed such that egress from the lower level of the adjacent building is not impacted.
 - g. The kickers or diagonal bracing needed for the shoring wall can be placed, and attached to, the adjacent building.
 - h. Due to constraints of working in Deadwood Creek, it is anticipated that this shoring system will be pre-fabricated in lengths determined by the subcontractor and hoisted into place. This may require the use of a crane or high reach equipment.
 - i. The shoring wall shall be left in place the duration of Phase I, and be removed after the site is graded. Assumed to be March 25, 2019.

SCOPE OF WORK EXCLUSIONS:

1. General Building Permits
2. Materials Testing
3. Dewatering
4. Site Concrete
5. State Excise Tax

END OF BID PACKAGE

GENERAL

G1 COVER SHEET

CIVIL

C100 EXISTING CONDITIONS

C200 TRAFFIC CONTROL

C300 EROSION & SEDIMENT CONTROL

C400 SURFACING REMOVAL PLAN

C500 UTILITIES PLAN

C501 UTILITY DETAILS

C502 CATHODIC PROTECTION DETAILS

STRUCTURAL

S0 STRUCTURAL NOTES & IBC INSPECTION TABLES

S1 RETAINING WALL SITE PLAN

S2 DEMOLITION DETAILS

S3 RETAINING WALL SECTIONS

Deadwood Outlaw Sqaure

SI WBS Layout 1

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