

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
Regular Meeting
5:00 p.m. November 19, 2018

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 November 5, 2018**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**
6. **CONSENT AGENDA**

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

- A. Permission for Mayor to sign contract with Silverado Gaming for lease of 14 parking spaces. Contract has clause that terminates when construction begins.
- B. Pay 2018 allocation to The Lord's Cupboard in the amount of \$2,500.00 from Bed and Booze (budgeted)
- C. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Jack C. Ward, Doris A. Ward and Michael D. Miller.
- D. Pay annual trustee fees to First National Bank-Sioux Falls for Series 2012 and 2015 Certificates of Participation in the amount of \$5,391.25 from Historic Preservation
- E. Remove the following inactive and seasonal employees from payroll: Chelsie Bauer and Mike Olsen effective 11/01/18; Linda Carrico, Ruth Durst, Loretta Klein, Doris Schenk, Georgeann Silvernail and Ardath Waisanen effective October 18, 2018; Elizabeth Carbo effective October 31, 2018.
- F. Permission to pay Specialty Installation, LLC \$6,365.00 for the purchase and installation of a walk draw gym divider curtain for the Rec Center. (this is a budgeted item)
- G. Allow City personnel to help erect the Community Christmas tree at Mustang Sally's.
- H. Permission for Mayor to sign the Garbage Contract Extension
- I. Permission for Mayor to sign Resolution 2018-27 for Bridge Improvement Grant Program authorizing submission of applications.

- J. Renew Wine and Alcohol Licenses for 2019, pending payment of Business Improvement District and property taxes
- K. Permission for Mayor to sign the Labor Agreement for the Police Department between the City of Deadwood and Teamsters Local Union No. 120.
- L. Permission to hire Sage Forsting as a lifeguard at \$10.01 per hour effective November 21, 2018, pending pre-employment drug screening and background check.
- M. Permission to purchase a "NuStep" Recumbent Cross Trainer to replace old "Cybex" Stair Climber from NuStep, LLC at a cost of 6,594.00. (To be paid from Rec Center Machinery line item) Stair climber to be surplus.
- N. Pass Resolution to Surplus 2018-28 and accept sealed bids on December 13 with results to Commission on December 17.
- O. Permission to purchase 10 tablets for the Historic Preservation Commission meetings at a cost not to exceed \$4,700.00.
- P. Permission to purchase vents from Twin City Hardware for Cold Storage Building Flood Mitigation Project in the amount of \$4,379.77; to be paid from Public Buildings.
- Q. Permission to pay Adams Salvage \$3,586.00 (Deadwood's portion) for their insurance premium per contract.
- R. Declare Christmas Eve and New Years' Eve as holidays for City employees; all City offices and departments to be closed December 24th, 25th and 31st, 2018 and January 1st, 2019.

7. BID ITEMS

- A. Permission to advertise for bids for a Design Build on the replacement and upgrade of the HVAC system at the History and Interpretive Center and set bid opening for December 13, 2018 at 2:00 pm, with results to City Commission on December 17, 2018. (This is a 2019 budgeted item)

8. PUBLIC HEARINGS

- A. Hold public hearing for 3 Wheeler Event: street closures Friday, July 12 for Motorcycle parking, Saturday, July 13 for parade, open container July 9 through July 13 at Event Center, waiver of vending fees July 9 through July 14.
- B. Hold public hearing for NAJA Shriners Circus Event: waiver of user fees and vending fees at Event Center on June 29, 2019
- C. Hold public hearing for Austin-Healy Conclave Event: street closures Sunday, September 8, 2019 for parking and parade, use of Interpretive Lot at a charge of \$500.00, Friday, September 6 from 8:00 a.m. to 5:00 p.m.
- D. Set public hearing on December 17 to consider adoption of the City of Deadwood Comprehensive Plan.

9. OLD BUSINESS

10. NEW BUSINESS

- A. Second reading of Ordinance #1281 Bid 1-6 Tax Levy
- B. Discussion regarding reimbursed money from the Pavilion with possible action.

- C. First reading of Supplemental Budget Ordinance #1282 for TIF 10 TRU Hotel. No city money was expended, but budget is created to book developer paid expenses in accounting system for annual reporting purposes.
- D. First reading of Ordinance #1283 Supplemental Budget #3 for 2018
- E. Allow the Historic Preservation Office to distribute a *Request for Proposal (RFP)* to exhibit design firms for the design, fabrication and installation of new displays and interpretive panels in the History and Information Center.
- F. Set closing date for land exchange with Super G Investments on December 7, 2018.
- G. Discussion of Deadwood Main Street Audio Project with possible action.

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

No action can be taken

12. **EXECUTIVE SESSION**

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

13. **ADJOURNMENT**

REGULAR MEETING, NOVEMBER 5, 2018

The Regular Session of the Deadwood City Commission convened on Monday, November 5, 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, Gary Todd. All motions passed unanimously unless otherwise stated.

COMMISSION DEPARTMENTAL APPOINTMENTS

Mayor Ruth announced the following Commission appointments:

David Ruth Jr. – Historic Preservation, Parks & Recreation, Public Works Commissioner and Chamber of Commerce Representative;

Sharon Martinisko – Trolley, Public Buildings and Safety Commissioner, Library Representative, and Council of Local Governments Representative;

Gary Todd – Police and Fire Commissioner, Commission President;

Charlie Struble – Finance, Planning and Zoning Commissioner and Deadwood History Inc. Board Member.

Martinisko moved, Struble seconded to approve appointments. Roll Call: Aye-All. Motion carried.

APPROVAL OF MINUTES

Martinisko moved, Struble seconded to approve the minutes of October 15 and October 24, 2018. Roll Call: Aye-All. Motion carried.

OCTOBER, 2018 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$35,593.45; PUBLIC BUILDINGS, \$5,687.54; POLICE, \$61,214.74; FIRE, \$5,200.48; BUILDING INSPECTION, \$3,999.76; STREETS, \$29,711.53; PARKS, \$25,561.78; PLANNING & ZONING, \$5,059.44; LIBRARY, \$6,538.09; RECREATION CENTER, \$13,551.45; HISTORIC PRESERVATION, \$16,584.10; WATER, \$13,487.22; MT. MORIAH, \$5,628.64; PARKING METER, \$10,094.30; TROLLEY, \$17,953.64; PARKING RAMP, \$673.32. **PAYROLL TOTAL: \$259,270.24**

OCTOBER, 2018 PAYROLL PAYMENTS:

Internal Revenue Service, \$62,774.68; S.D. Retirement System, \$25,945.66; Delta Dental, \$4,162.00.

APPROVAL OF DISBURSEMENTS

Todd moved, Struble seconded to approve the November 5, 2018 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	CONTRACT	341.05
ACE HARDWARE	SUPPLIES	87.96
ACE INDUSTRIAL	SUPPLIES	2,473.32
ALPINE IMPRESSIONS	UNIFORMS	77.00
ALSCO	SUPPLIES	523.28
AMANO MCGANN	TICKETS	2,796.10
AMERICAN LIBRARY	CONFERENCE	270.00
ATCO INTERNATIONAL	SUPPLIES	718.00
BAKER, BRIANA	TOKENS	50.00
BDTAID	PROJECT	775.00
BH AREA FINANCE	DUES	10.00
BH ENERGY	SERVICE	10,962.30
BH LASER DESIGNS	SERVICE	18.00
BH SECURITY	REPAIR	288.27
BH SPECIAL SERVICES	CLEANING	1,505.00
BLACKSTRAP	ROADSALT	4,559.40
BOMGAARS	SUPPLIES	299.62
BUTLER MACHINERY	SUPPLIES	300.19
CENTRAL PARTS	SUPPLIES	116.61
CENTURY BUSINESS	CONTRACT	560.76
CHAINSAW CENTER	RENTAL	225.00
CONOVER, MICHAEL	GRANT	8,148.18
DAYS OF '76 MUSEUM	OPERATING	80,000.00
DEADWOOD CHAMBER	SERVICE	99,320.00
DEADWOOD GAMING	BID#8	10,000.00
DEADWOOD GRANITE	SERVICE	875.00
DEMCO	SUPPLIES	124.65
DHARMA TREE CARE	SERVICE	11,500.00
EAGLE ENTERPRISES	SUPPLIES	275.00
EDDIE'S TRUCK CENTER	SUPPLEIS	310.44
EMERY-PRATT	BOOKS	340.32
EPCO ENVIRONMENTAL	SUPPLIES	215.04
FALL RIVER COUNTY	CONFERENCE	250.00
FASTENAL	SUPPLIES	13.68
FIRST INTERSTATE BANK	TIF PAYMENT	3,856.33
GLOBAL EQUIPMENT	SUPPLIES	1,289.28
GOLDEN WEST	SERVICE	53.13
GREAT WESTERN TIRE	REPAIR	109.50
GROTON COMMUNITY	GRANT	8,321.34
GUNDERSON, PALMER, NELSON	SERVICE	2,355.00

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HAVERBERG FAMILY LTD PTR	GRANT	3,187.16
HAWKINS	SUPPLIES	1,005.50
HOMETOWN TROLLEY	SUPPLIES	253.52
JACOBS PRECISION WELDING	SERVICE	153.85
JAHN, ISAAC	REIMBURSEMENT	168.08
JOHNSON, MICHAEL	GRANT	7,617.24
KNECHT	SUPPLIES	3,733.42
LANE, KATHLEEN	GRANT	1,487.00
LAWRENCE CO. REGISTER	RECORDING	90.00
LIBERTY CHEVROLET	SERVICE	555.35
LOWE ROOFING	PROJECT	34,731.00
LYNN'S	SUPPLIES	110.38
MCKEOWN, JESSICCA	REIMBURSEMENT	278.04
MENARD'S	SUPPLIES	426.60
MIDWEST TAPE	DVDS	354.48
MDU	SERVICE	6,869.67
MS MAIL	SERVICE	2,575.00
MUTUAL OF OMAHA	INSURANCE	230.80
NELSON, GREG	REIMBURSEMENT	134.17
NETWORK SERVICES	SUPPLIES	381.77
NFFA	SUBSCRIPTION	1,575.00
NH FRATERNAL	DUES	390.00
NORTHERN HILLS ALLIANCE	REFUND	500.00
NORTHERN HILLS TECHNOLOGY	SERVICE	234.00
NOVUS	REPAIR	1,365.00
OBEREMBT, KEVIN	GRANT	432.28
OLSON, JAMES	REIMBURSEMENT	66.99
PARTSMaster	SUPPLIES	154.99
PASSPORT LABS	METERS	160.25
PETTY CASH	HP/ZONING	92.65
PL CARPENTRY	PROJECT	2,204.17
POSITIVE PROMOTIONS	SUPPLIES	322.58
QUIK SIGNS	SIGNS	51.07
QUILL	SUPPLIES	307.49
RASMUSSEN MECHANICAL	SERVICE	2,691.59
REGIONAL HEALTH	TESTING	105.00
ROCKY MOUNTAIN MICROSCOPE	CAMERA	5,845.00
RUNGE, MIKE	REIMBURSEMENT	20.00
S AND C CLEANERS	CLEANING	3,512.50
SAFETY BENEFITS	CONFERENCE	325.00
SCHMIDT, WILLIAM	PROJECT	5,077.00
SD ONE CALL	SERVICE	34.72
SD PUBLIC HEALTH LAB	TESTING	30.00
SERVALL	SUPPLIES	1,340.33
SIMON MATERIALS	SAND	3,480.99
SOUTHSIDE OIL	FUEL	15,024.67
STRETCH'S	SERVICE	1,135.24
SUMMIT SIGNS	SIGNS	427.50
TALLGRASS	PROJECT	8,027.45
TCF	TROLLEYS	9,400.86
TDG COMMUNICATIONS	SERVICE	800.00
TEMPERATURE TECHNOLOGY	SERVICE	258.70
TERRONES, LUIS	GRANT	6,561.35
THE LORD'S CUPBOARD	RECYCLING	62.70
TOMS, DON	PROJECT	500.00
TRIPLE K	SERVICE	1,678.37
TRUGREEN	SERVICE	63.34
TURBIVILLE INDUSTRIAL	SUPPLIES	240.10
TWILIGHT	SUPPLIES	577.70
TWIN CITY HARDWARE	SUPPLIES	4,119.02
UMENTHUM, KEITH	INSPECTIONS	2,600.00
VANWAY TROPHY	AWARD	123.00
VAST	SERVICE	3,221.61
VERIZON	SERVICE	133.52
WALSH, JOHN	PROJECT	4,189.88
WEIS FIRE	SHIPPING	18.80
WELLMARK	INSURANCE	45,022.24

TOTAL \$453,161.43

ITEMS FROM CITIZENS ON AGENDA

Audit

Bruce Hintz with South Dakota Dept. of Legislative Audit appeared before the Commission for the closing conference of the 2017 Audit. He stated that there was one written warning, concerning the revolving loan fund. The report contained some classification and accrual type errors that were adjusted. Hintz stated that the audit went well, thanked Mary Jo Nelson and Finance Office staff for their cooperation and assistance. Commission thanked Hintz for his time.

CONSENT

Martinisko moved, Struble seconded to remove items R and S for separate consideration and approve the following consent items: Roll Call: Aye-All. Motion carried.

- A. Permission for Mayor to sign a Memorandum of Understanding between the City of Deadwood, the City of Lead and the Lead-Deadwood School District for two School Resource Officers

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- B. Permission to pay Lance Sandidge, Public Buildings Maintenance Technician, a cell phone allowance of \$23.08 per pay period effective October 16, 2018
- C. Permission to advertise in-house five days for a full-time Water Technician at \$18.95 per hour, which is 90% of prevailing wage. If not filled in-house, permission to advertise in newspaper and outside sources.
- D. Allow Mayor to sign Application for Abatement from Lawrence County Treasurer.
- E. Permission to advertise in-house five days for two full-time Patrol Officers to be hire in 2019. If not filled in-house, permission to advertise in newspaper and outside sources.
- F. Permission to pay Bill Schmidt \$3,901.00 for concrete work done after water leak repair on Burnham Ave.
- G. Permission to pay Integrated Parking Solutions for annual maintenance agreement in the amount of \$3,456.00, to be paid from P&T budget.
- H. Winter's Fat Classis, LLC requesting use of public property for Winters Fat Classic on Saturday, February 2, 2019.
- I. Approve final payment to SDDOT in the amount of \$30,824.50 for the Gateway Park in Pluma. (to be paid from HP Capital Assets)
- J. Allow Mayor to sign the Collection Agreement for interpretive panels at the Mount Roosevelt Friendship Tower site.
- K. Permission for Finance Office to purchase one computer and two printers at a cost of \$2,551.00.
- L. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Philip Breland and Georgette Ohayon.
- M. Permission for Jeanette Moodie to attend the American Library Association Midwinter meeting January 24 – 29, 2019 in Seattle, Washington at a cost not to exceed \$2,500.00
- N. Approve Special Alcohol License for First Gold Gaming Resort to serve liquor at Event Complex Tuesday, July 9 through Saturday, July 13, 2019 for Three Wheeler Rally Event. No public hearing necessary since license in on publicly owned property.
- O. Permission to increase wage of Fire Dept. Administrative Asst. Sandra Glover from \$9.48 per hr. to \$9.70 per hr. effective November 8, 2018 after two years of part-time service; Parks Dept. employee Trevor Tridle from \$18.11 per hr. to \$19.06 per hr. effective November 8, 2018 after two years of full-time service (100% prevailing wage), Re Center employee Chelsie Bauer from \$10.56 per hr. to \$10.83 per hr. after three years of part-time service and Police reserve Wylie Walno II from \$12.55 per hr. to \$13.13 per hr. effective November 8, 2018 after two years of part-time service.
- P. Approve Change Order #1 for 55 Taylor Retaining Wall in the amount of \$3,751.00, bringing total contract to \$83,751.00.
- Q. Approve payment to G.S.R. Construction in the amount of \$ 2,845.00 for interior chinking on the Crow's Nest; to be paid from HP Capital Assets Rodeo Grounds account.
- R. Removed for separate consideration in new business.
- S. Removed for separate consideration in new business.
- T. Permission to hire Brittney Case as a lifeguard at \$10.01 per hr. effective November 7, 2018 pending pre-employment drug screening
- U. Permission for Mayor to sign contract with Jaci Pearson for services related to the production of oral histories.
- V. Remove Robert Nelson Sr. effective November 1, 2018 from the Volunteer Fire Department roster for workers compensation purposes.
- W. Permission to purchase bags and stickers that indicate free parking at a cost not to exceed \$300.00 and allow payment from Bed and Booze funds.
- X. Permission to hire Kevin Donnelly as Trolley Driver at \$12.06 per hr. effective November 6, 2018 pending pre-employment drug testing
- Y. Permission to purchase 5500 gallons of diesel from Southside Service at \$2.79 a gallon
- Z. Approve consulting services from Mary Jo Nelson at \$75.00 hr.

PUBLIC HEARINGS

BID 1-6

Public hearing was opened at 5:10 p.m. by Mayor Ruth. No one spoke in favor or against, hearing closed. Martinisko moved, Todd seconded to establish new rates for Business Improvement Districts 1-6 as indicated in Resolution 2018-26, approved on October 1, 2018. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, NOVEMBER 5, 2018

Set

Todd moved, Struble seconded to set public hearing on November 19, 2018 for 3 Wheeler Event. Roll Call: Aye-All. Motion carried.

Struble moved, Martinisko seconded to set public hearing on November 19, 2018 for NAJA Shriners Circus Event. Roll Call: Aye-All. Motion carried.

Todd moved, Martinisko seconded to set public hearing on November 19, 2018 for Austin-Healy Conclave Event. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Contract

After discussion concerning public property and safety issues, Martinisko moved, Struble seconded to approve design services with ACES for sidewalk design for Deadwood Pedestrian Way from Armory Street to Pine Street, in the amount of \$8,900.00 and allow Mayor to sign contract, to be paid from P&T budget, per P&T recommendation. Roll Call: Aye-All. Motion carried.

Agreement

Sandy Glover, President of Rodeo Grounds Block Club, spoke concerning safety issues regarding the removal of stoplight and pedestrian crossing at McKinley Street. After discussion, concerning safety and monitoring, Martinisko moved, Struble seconded to allow Mayor to sign agreement with SD Department of Transportation regarding McKinley Street stoplight. Roll Call: Aye-All. Motion carried.

Ordinance

Martinisko moved, Struble seconded to approve first reading of Ordinance #1281 Business Improvement District 1-6 Tax Levy. Roll Call: Aye-All. Motion carried.

Pay

Todd moved, Struble seconded to pay South Dakota Workers Compensation Fund \$65,529.00 for 2019 coverage from General Fund Commission line item. Roll Call: Aye-All. Motion carried.

Permission

Martinisko moved, Todd seconded to allow Fire Dept. to purchase SCBA equipment off the Brown County Bid; \$27,923.80 in December 2018 and \$26,734.05 in January 2019, provided all necessary paperwork to meet State bidding requirements from Brown County is in Finance Officer prior to ordering. Commission thanked Fire Department for safety and cost savings. Roll Call: Aye-All. Motion carried.

Clarification

Attorney Riggins clarified Commission vacancies. He stated if David Ruth Jr. chose to run for a full term as Mayor, if elected he would be holding two seats. He said at that time a replacement would be named for David's Commission seat. If not elected he would retain his Commission seat.

Hire

Todd moved, Struble seconded to hire P&L Carpentry to perform log replacement at the Event Complex at a cost not to exceed \$24,000.00; to be paid from HP capital Assets General Maintenance. Facilities Director Kruzel gave a brief update on log replacement. Roll Call: Aye-All. Motion carried.

Contract

Martinisko moved, Todd seconded to allow Mayor to sign CMAR contract with Scull Construction Services, Inc. upon final approval of legal counsel. Roll Call: Aye-All. Motion carried.

Permission

Martinisko moved, Struble seconded to allow Harley Davidson to use same area in Welcome Center lot in 2019 as they used in 2018 for the motorcycle rally. Chamber of Commerce will pay City \$3,000.00 for use of the space. Lee Harstad, Deadwood Chamber was available to answer questions. Roll Call: Aye-All. Motion carried.

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Permission

Martinisko moved, Struble seconded to allow Chamber of Commerce to market and lease vendor spaces at Welcome Center lot during 2019 motorcycle rally; August 2-11, 2019. Vendors must be approved by Chamber of Commerce and then Planning & Zoning. Lee Harstad, Deadwood Chamber was available to answer questions. Roll Call: Aye-All. Motion carried.

Purchase

Martinisko moved, Struble seconded to purchase two parking kiosks from Amano McGann at a cost not to exceed \$25,197.00, to be paid from P&T fund. Discussion was held concerning placement of kiosks. Roll Call: Aye-All. Motion carried.

Agreement

Martinisko moved, Struble seconded to allow Mayor to sign Amendment to letter of Agreement entered into on August 8, 2018 pertaining to Future Fund Grant #1638/Main Street Plaza. Deadwood-Lead Economic Development Director Wagner spoke concerning grant. Commissioner Martinisko thanked Main Street Initiative Executive Group, Economic Development, and staff for all their work. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Direction

Planning and Zoning Director Nelson Jr provided Commission two Ordinances; Disallowed Signs and Display of Merchandise. Nelson asked if Commission would like to move forward with the ordinances as is and if so, allow Attorney to draft a Resolution allowing him authorization to write citations. Mayor Ruth expressed concerns about sandwich boards, and mannequins causing safety hazards. Commissioner Todd questioned a uniformed officer accompanying Nelson. Commissioner Martinisko asked that businesses be given a copy of the ordinances and the opportunity to comply.

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

ADJOURNMENT

Martinisko moved, Struble seconded to adjourn the regular session at 5:51 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2 (3) with possible action. The next regular meeting will be on Monday, November 19, 2018.

After coming out of executive session at 6:40 p.m., Martinisko moved, Todd seconded to adjourn.

ATTEST:

DATE: _____

Ronda Morrison, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

11/15/2018 4:49 PM
 PACKET: 04482 COMBINED - 11/20/18
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4337	BLUE SKY GAMING, INC.	I-110718	101-3000-202	LIQUOR LICENS REFUND - WINE LICENSE FEE	000000	500.00
01-4361	HARRY & JOE'S SPAGHETTI	I-110718	101-3000-202	LIQUOR LICENS RFND TRSF FEE,MALT BEV LIC FEE	000000	450.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						950.00
01-0367	CLEMENT COMMUNICATIONS	I-9338532042	101-4111-422-01	PROF. SERV. S SAFETY POSTERS	000000	176.41
01-0418	BLACK HILLS PIONEER	I-151 - 2018	101-4111-423	PUBLISHING MINUTES - 10/1/18	000000	227.77
		I-161	101-4111-423	PUBLISHING ORDINANCE #1280 - FIREWORKS	000000	14.78
		I-983	101-4111-423	PUBLISHING MINUTES - 9/17/18	000000	157.08
		I-997 - 2018	101-4111-423	PUBLISHING NOH - DWD'S SNOCROSS	000000	16.63
		I-998 - 2018	101-4111-423	PUBLISHING NOH - ST. CLOSURE	000000	14.78
01-0545	LYNN'S DAKOTA MART	I-0123	101-4111-422-01	PROF. SERV. S SAFETY MEETING SUPPLIES	000000	22.19
01-1652	BLOOMERS FLOWERS & GIFT	I-33378	101-4111-426	SUPPLIES TRIBUTE / MAYOR	000000	225.00
01-1827	MS MAIL & MARKETING	I-10328	101-4111-426	SUPPLIES BUSINESS CARDS - MAYOR	000000	35.00
01-3442	SDML WORKERS' COMP FUND	I-17242	101-4111-421	INSURANCE 2019 WORKERS' COMP PREMIUM	000000	65,529.00
01-3974	HI-VIZ SAFETY WEAR, LLC	I-87489	101-4111-426	SUPPLIES BOMBER JACKET-RILEY/PARKS	000000	86.71
				DEPARTMENT 111	COMMISSION	TOTAL:
						66,505.35
01-2394	GUNDERSON, PALMER, NELS	I-88628	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	1,852.50
				DEPARTMENT 141	ATTORNEY	TOTAL:
						1,852.50
01-0510	GOLDEN WEST TECHNOLOGIE	I-342217	101-4142-434	MACHINERY/EQU 2 LASER JET PRINTERS - FINANCE	000000	1,047.00
		I-342362	101-4142-434	MACHINERY/EQU SET UP HP COMPUTER-FIN.OFCR.	000000	1,653.00
01-0600	TRIPLE K TIRE & REPAIR	I-1-54143	101-4142-425	REPAIRS MOUNT,BAL.SNOW TIRES-FOCUS/FIN	000000	26.50

11/15/2018 4:49 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET: 04482 COMBINED - 11/20/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 142 FINANCE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2160	DATA FLOW					
		I-30002	101-4142-426	SUPPLIES TAX FORMS - FINANCE	000000	323.27
01-2580	SD GOV. FINANCE OFFICER					
		I-110118	101-4142-422	PROFESSIONAL 2019 DUES.	000000	130.00
01-2581	SD GOV. HUMAN RESOURCE					
		I-110118	101-4142-422	PROFESSIONAL 2019 DUES	000000	50.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-181175	101-4142-422	PROFESSIONAL BACKGROUND INVESTIGATION	000000	234.00
DEPARTMENT 142 FINANCE TOTAL:						3,463.77
01-0127	TURBIVILLE INDUSTRIAL E					
		I-48490	101-4192-425-02	REPAIRS - ADA REPAIR AO SMITH MOTOR/AD MUS	000000	148.94
01-0547	M&M SANITATION					
		I-37827	101-4192-422-05	PROFESSIONAL MONTHLY TOILET RENTAL/COLD STG	000000	110.00
		I-37830	101-4192-422-18	PROFESSIONAL MONTHLY TOILET RENTAL/FOOTBALL	000000	125.00
01-0653	FASTENAL COMPANY					
		I-SDSPE103434	101-4192-426	SUPPLIES T5-1000 ELECT TESTER/PUB BLDG	000000	163.99
01-1333	DEADWOOD ELECTRIC					
		I-21738	101-4192-425-03	REPAIRS - BAL ADD LIGHTS ON PARK SHOP/PARKS	000000	1,113.30
01-1337	WHISLER BEARING CO.					
		I-239514	101-4192-425-21	REPAIRS - WEL LOV4JE COUPLING SLV/WELCOME	000000	32.22
01-1380	WASTE CONNECTIONS, INC.					
		I-12458946	101-4192-426-11	SUPPLIES - PA GARBAGE BINS/PARKS	000000	435.90
		I-12460114	101-4192-426-20	SUPPLIES - RE RECYCLING BINS/PUB BLDG	000000	520.00
01-1406	STRETCH'S GLASS & CUSTO					
		I-I027584	101-4192-425-01	REPAIRS - ADA GLASS-LABOR-GLAZE/ADAMS HOUSE	000000	422.83
01-1502	BLACK HILLS CHEMICAL					
		I-144409	101-4192-426	SUPPLIES SNO PLOW ICE MELT-STYRO CUP/PB	000000	270.76
		I-144410	101-4192-426	SUPPLIES (14) SNO PLOW ICE MELT/PUB BLD	000000	76.93
		I-144549	101-4192-426-10	SUPPLIES - LI (3) CASES TOILET TISSUE/LIBRAR	000000	179.97
		I-144852	101-4192-426	SUPPLIES BLEACH-GL CLNR-SPRAY-TP/PB	000000	771.36
		I-145874	101-4192-426	SUPPLIES BLEACH-GL CLNR-ROLL TOWEL/PB	000000	305.56
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-749399	101-4192-426	SUPPLIES SET OF 13 & 9 BALLDRIVER/PUB B	000000	21.38
01-3151	KONE INC.					

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 PACKET: 04482 COMBINED - 11/20/18
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3151	KONE INC.		continued			
		I-959081417	101-4192-422-17	PROFESSIONAL- ELEVATOR MAINTENANCE/DAYS MUS	000000	155.80
01-3259	INTERSTATE ENGINEERING					
		I-36345	101-4192-422-05	PROFESSIONAL MITIGATION PLANS-310 CLIFF ST.	000000	604.00
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV019276	101-4192-425-13	REPAIRS - REC DRAFT INDUCER ASSMBLY/REC	000000	1,390.16
		I-SRV059594	101-4192-425-21	REPAIRS - WEL CHECK HEAT PUMP REPAIR/WELCOME	000000	343.90
01-3685	BLACK HILLS SECURITY &					
		I-P108335	101-4192-425-01	REPAIRS - ADA REPLACE DINING RM MOTION/A HOU	000000	342.09
01-3896	EAGLE ENTERPRISES, LLC					
		I-22296	101-4192-426	SUPPLIES LED LAMPS-FIXTURES-TUBES/PB	000000	921.63
01-3975	FIRST NATIONAL CREDIT C					
		I-10-26-18 CC KRUEL	101-4192-425-02	REPAIRS - ADA PILOT IGNITION CONTROL/A MUSE	000000	116.64
		I-10-26-18 CC KRUEL	101-4192-425-02	REPAIRS - ADA PRESSURE GAUGE/ADAMS MUSE	000000	19.90
		I-10-26-18 CC KRUEL	101-4192-425-10	REPAIRS - LIB DOME CAMERA/LIBRARY	000000	70.00
		I-10-26-18 CC KRUEL	101-4192-425-15	REPAIRS - TRO 1000 WATT BLOCK HEATER/TROLLEY	000000	115.95
		I-10-26-18 CC KRUEL	101-4192-425-15	REPAIRS - TRO MANUAL RESET/TROLLEY	000000	42.00
		I-10-26-18 CC KRUEL	101-4192-425-15	REPAIRS - TRO REFUND MANUAL RESET/TROLLEY	000000	42.00-
01-3977	ACE HARDWARE OF LEAD					
		I-010228	101-4192-425-08	REPAIRS - HIS INFRARED QRTZ HEATER/HISTORY	000000	129.99
		I-010365	101-4192-426-13	SUPPLIES - RE DUST PAN -ANGLE BROOM/REC	000000	37.52
DEPARTMENT 192 PUBLIC BUILDINGS TOTAL:						8,945.72

01-0510	GOLDEN WEST TECHNOLOGIE					
		I-341872	101-4193-422	PROFESSIONAL EMAIL SECUR.,VIRUS PROTECTION	000000	1,319.00
DEPARTMENT 193 COMPUTER SERVICE TOTAL:						1,319.00

01-0467	CULLIGAN OF THE BLACK H					
		I-0006393	101-4210-424	RENTALS BOTTLED WATER, CUPS - POLICE	000000	24.50
		I-0006508	101-4210-424	RENTALS BOTTLED WATER, CUPS - POLICE	000000	37.50
		I-0006592	101-4210-424	RENTALS COOLER RENT/NOV - POLICE	000000	15.00
01-1521	SD POLICE CHIEFS' ASSO					
		I-111218	101-4210-422	PROFESSIONAL 2019 MEMBERSHIP DUES	000000	121.78
DEPARTMENT 210 POLICE TOTAL:						198.78

01-0547	M&M SANITATION					

PACKET: 04482 COMBINED - 11/20/18

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
01-0547	M&M SANITATION		continued			
		I-37829	101-4221-422	PROFESSIONAL MONTHLY TOILET RENTAL/FIREWISE	000000	110.00
01-1100	OVERHEAD DOOR CO.					
		I-145	101-4221-425	REPAIRS RESET PHOTO CELLS,WIRE-FIRE DP	000000	161.10
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-748845	101-4221-425	REPAIRS 2.5 GAUGE ULTRA - FIRE DEPT	000000	11.99
		I-32-749330	101-4221-425	REPAIRS HIGH AMP/STANDARD FUSES - FIRE	000000	13.40
01-1827	MS MAIL & MARKETING					
		I-10271	101-4221-429	OTHER POSTAGE/CHILI FEED - FIRE DEPT	000000	132.50
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D9206	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	6,096.83
		I-C18D9214	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	856.80
01-3056	NORTHERN HILLS TECHNOLO					
		I-9662517	101-4221-422	PROFESSIONAL ONLINE BACKUP - FIRE DEPT	000000	32.50
01-3618	KDSJ 980 AM RADIO					
		I-18-10-038	101-4221-429	OTHER AD FOR CHILI FEED / FIRE DEPT	000000	240.00
01-3628	BICKLE'S TRUCK & DIESEL					
		I-15359	101-4221-425	REPAIRS OIL CHANGE/GREASE, OIL,FILTERS	000000	1,312.25
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR	TOTAL:	8,967.37
01-0883	SD ASSN. OF CODE ENFORC					
		I-SD AS COD ENF 2019	101-4232-422	PROFESSIONAL SD ASSN. OF CODE ENFORCE RENEW	000000	40.00
01-1191	UMENTHUM, KEITH					
		I-588136	101-4232-422	PROFESSIONAL (14) ROOFING INSPECTIONS/BL IN	000000	700.00
01-1638	SD BUILDING OFFICIALS					
		I-SD BLDG OFFIC 2019	101-4232-422	PROFESSIONAL SD BUILDING OFFICIALS AS RENEW	000000	50.00
01-1827	MS MAIL & MARKETING					
		I-10291	101-4232-426	SUPPLIES (500) INSPECTION REPORTS/BL IN	000000	110.00
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	900.00
01-0418	BLACK HILLS PIONEER					
		I-23317	101-4310-426	SUPPLIES SNOW NOTICE/STREETS	000000	108.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0006507	101-4310-426	SUPPLIES (2) 5 GAL BOTTLE WATER/STREETS	000000	13.00

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 PACKET: 04482 COMBINED - 11/20/18
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 310 STREETS
 BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0514	SIMON MATERIALS COMPANY	I-1362304	101-4310-426	SUPPLIES STOCKPILE MAN SAND/STREETS	000000	1,701.00
01-0674	WHITE'S QUEEN CITY MOTO	I-137483	101-4310-426	SUPPLIES STRAPS-NUTS-BOLTS/STREETS	000000	101.65
01-1288	ACE INDUSTRIAL SUPPLY,	I-1743214	101-4310-426	SUPPLIES (2) 12 PC SOCKET SETS/STREETS	000000	491.90
01-1331	SD MUNICIPAL LEAGUE	I-ST MAINT AS 2019	101-4310-422	PROFESSIONAL SD MUN ST MAINT ASSOC RENEWAL	000000	35.00
01-1515	RAPID DELIVERY	I-380767	101-4310-426	SUPPLIES DELIVERY FROM EDDIE'S TRUCK/S	000000	15.24
01-1653	STURDEVANT'S AUTO PARTS	C-32-749497	101-4310-425	REPAIRS FUEL MODULE RETURN-PURCH/STR	000000	12.05-
		I-32-747491	101-4310-426	SUPPLIES STAB 1116 16 OZ FU/STREET	000000	7.99
		I-32-747520	101-4310-426	SUPPLIES (2) 18 AWG RED PRIMARY/STREETS	000000	10.84
		I-32-747686	101-4310-426	SUPPLIES (2) CLEARANCE LIGHTS/STREETS	000000	5.44
		I-32-747693	101-4310-426	SUPPLIES (2) 7" ROUND WITH SWIVEL/STRTS	000000	27.24
		I-32-747705	101-4310-426	SUPPLIES LED CLEARANCE LIGHTS/STREETS	000000	46.12
		I-32-747799	101-4310-425	REPAIRS VARIOUS PARTS/STREETS	000000	35.61
		I-32-748075	101-4310-425	REPAIRS OIL FILTER-PRONTO 5W20 (6)/STR	000000	31.96
		I-32-748206	101-4310-426	SUPPLIES PURE STEEL-CAR FRESH/STREETS	000000	8.07
		I-32-748274	101-4310-425	REPAIRS STAMPED FLANGE-AG BEARING/STR	000000	26.17
		I-32-748304	101-4310-425	REPAIRS L1 HEATED MIRROR/STREETS	000000	48.30
		I-32-748551	101-4310-426	SUPPLIES 64 OZ STANADYNE/STREETS	000000	37.99
		I-32-748553	101-4310-425	REPAIRS (2) UC205 - 15 BEARING/STREETS	000000	46.38
		I-32-748579	101-4310-426	SUPPLIES (2) FILTERS/STREETS	000000	13.70
		I-32-748602	101-4310-426	SUPPLIES OIL FILTERS/STREETS	000000	85.56
		I-32-748712	101-4310-426	SUPPLIES ANTI-SLIP STAIR TREAD/STREETS	000000	80.74
		I-32-749431	101-4310-426	SUPPLIES (5) FLARES VARIOUS/STREETS	000000	34.36
		I-32-749460	101-4310-425	REPAIRS UNION-BRAKE LINE-TRUCK BED/STR	000000	16.55
		I-32-749492	101-4310-425	REPAIRS FUEL MODULE-TRUCK BED BL/STRTS	000000	433.69
01-1904	CAMPBELL SUPPLY	I-04010102	101-4310-425	REPAIRS BEARINGS-PILLOW BLOCKS/STREETS	000000	35.96
01-3259	INTERSTATE ENGINEERING	I-36344	101-4310-422-01	TIMM LANE BRI PROFESSIONAL SRVCS TIMM LANE	000000	482.50
01-3438	BLACKSTRAP, INC.	I-00010619-0	101-4310-426	SUPPLIES (26.680) ROAD SALT/STREETS	000000	2,267.80
01-3727	KENCO CORPORATION	I-20653	101-4310-426	SUPPLIES (2) 6X24" REPLACEMENT PADS/STR	000000	536.61
DEPARTMENT 310 STREETS					TOTAL:	6,773.32

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 PACKET: 04482 COMBINED - 11/20/18
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 320 SANITATION
 BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1380	WASTE CONNECTIONS, INC.					
	I-12459049	101-4320-422	PROFESSIONAL	OCT 2018 RESIDENTIAL PICKUP	000000	6,664.05
01-3956	ADAMS SALVAGE RECYCLING					
	I-110718	101-4320-422	PROFESSIONAL	INSURANCE PYMT REIMBSMT	000000	3,586.00
			DEPARTMENT 320	SANITATION	TOTAL:	10,250.05
01-0547	M&M SANITATION					
	I-37828	101-4370-422	PROFESSIONAL	MONTHLY TOILET RENTAL/OAKRIDGE	000000	110.00
			DEPARTMENT 370	OAKRIDGE CEMETERY	TOTAL:	110.00
01-0467	CULLIGAN OF THE BLACK H					
	I-0006429	101-4520-426	SUPPLIES	(1) 5 GAL BOTTLE WATER/PARKS	000000	6.50
	I-0006591	101-4520-426	SUPPLIES	NOV 2018 COOLER RENT/PARKS	000000	15.00
01-0514	SIMON MATERIALS COMPANY					
	I-1363299	101-4520-425	REPAIRS	1" ROADSTONE/PARKS	000000	115.22
01-0653	FASTENAL COMPANY					
	I-SDSPE103396	101-4520-426	SUPPLIES	CABLE TIES-BATTERIES-CONE/PARK	000000	1,129.62
01-1502	BLACK HILLS CHEMICAL					
	I-144409	101-4520-426	SUPPLIES	SNO PLOW ICE MELT-STYRO CUP/PB	000000	192.33
	I-144410	101-4520-426	SUPPLIES	(14) SNO PLOW ICE MELT/PARKS	000000	76.93
01-1653	STURDEVANT'S AUTO PARTS					
	I-32-747671	101-4520-425	REPAIRS	OIL FILTER-PRONTO 15W40/PARKS	000000	45.11
	I-32-747824	101-4520-426	SUPPLIES	(2) GAS FILTERS/PARKS	000000	7.46
	I-32-748077	101-4520-425	REPAIRS	AIR FILTERS VARIOUS/PARKS	000000	485.93
	I-32-748289	101-4520-425	REPAIRS	HZ BATTERY ASM-SMINI BULB/PRKS	000000	91.10
	I-32-748731	101-4520-426	SUPPLIES	AIR FILTER/PARKS	000000	8.43
	I-32-749065	101-4520-426	SUPPLIES	(12) HEAVY DUTY CHAIN/PARKS	000000	129.60
01-1831	POWERPLAN					
	I-P49432	101-4520-425	REPAIRS	REAR WHEEL TIRE RIM/PARKS	000000	185.63
	I-P53331	101-4520-426	SUPPLIES	(2) KITS VF5A AM132338/PARKS	000000	516.28
01-2069	BARCO PRODUCTS					
	I-INVRC03642	101-4520-426	SUPPLIES	MEMORIAL BENCH KARIN TURBIVILL	000000	1,006.89
	I-INVRC03643	101-4520-426	SUPPLIES	MEMORIAL BENCH CARLA CANEVA	000000	1,006.89
01-3785	TALLGRASS LANDSCAPE ARC					
	I-2018-142	101-4520-433-05	CIP WHITEWOOD	WHITEWOOD CREEK RESTOR.PHASE 3	000000	4,633.60
			DEPARTMENT 520	PARKS	TOTAL:	9,652.52

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PACKET: 04482 COMBINED - 11/20/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 640 PLANNING AND ZONING

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0382	ARLETH LAND SURVEYING L	I-2061	101-4640-422	PROFESSIONAL 9753.1 - CITY PORTION	000000	689.59
01-3314	CENTURY BUSINESS PRODUC	I-446595	101-4640-428	UTILITIES HP CONTRACT 10/9/18 - 11/8/18	000000	559.69
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	1,249.28
				FUND 101 GENERAL FUND	TOTAL:	121,137.66

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1562	MIDWEST TAPE					
		I-96561639	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	175.71
		I-96586908	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	209.88
		I-96593479	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	22.49
01-1911	EMERY-PRATT COMPANY					
		I-616039	206-4550-434	BOOKS, MAPS A BOOK - LIBRARY	000000	29.39
01-3282	OSBORN, JANET					
		I-111314	206-4550-424	CHILDREN'S PR REIMBS.-AFTER SCHOOL PROGRAM	000000	180.17
01-4422	COOL CONCEPTS TRAVEL					
		I-9972	206-4550-427	TRAVEL AIR FARE-LIBRARY CONFERENCE	000000	480.60
				DEPARTMENT 550 LIBRARY	TOTAL:	1,098.24
				FUND 206 LIBRARY FUND	TOTAL:	1,098.24

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 PACKET: 04482 COMBINED - 11/20/18
 VENDOR SET: 01
 FUND : 209 BED & BOOZE FUND
 DEPARTMENT: 510 REC CENTER
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0223	COCA COLA BOTTLING HIGH	I-2733899	209-4510-426	SUPPLIES (2) 7 OZ CADDY PACK CUPS/REC	000000	40.00
01-0418	BLACK HILLS PIONEER	I-22698, 23744	209-4510-423	PUBLISHING LOCAL HEROS-COMM PGS SPON/REC	000000	62.50
01-1514	RAPID CITY JOURNAL SUBS	I-11-06-18 RENEWAL	209-4510-426	SUPPLIES RAPID CITY JOURNAL SUBSC/REC	000000	406.50
01-1725	QUILL CORPORATION	I-2475313	209-4510-426	SUPPLIES ELECTRIC SHARPENER/REC CENTER	000000	39.99
		I-2497670	209-4510-426	SUPPLIES PRINT INK-PENS-MARKRS-PAPER/RE	000000	374.92
01-1827	MS MAIL & MARKETING	I-10286	209-4510-426	SUPPLIES BSKTBALL FRMS-PASS-BROCH/REC	000000	381.00
01-3069	DIAMOND YARDS BRICKS	I-09-17-18	209-4510-426	SUPPLIES (3) 4 X 8 RED BRICK PAVERS/REC	000000	42.00
01-3151	KONE INC.	I-959081416	209-4510-422	PROFESSIONAL OCT ELEVATOR MAINT/REC CENTER	000000	149.80
01-3618	KDSJ 980 AM RADIO	I-18-10-035	209-4510-423	PUBLISHING SPORTS CLUB VB-FOOTBALL/REC	000000	340.00
01-3975	FIRST NATIONAL CREDIT C	I-10-26-18 CC TRIDLE	209-4510-426	SUPPLIES PAPER SUPPLIES-COFFEE/WALMART	000000	78.86
		I-10-26-18 CC TRIDLE	209-4510-426	SUPPLIES WRAP PAD-BAR PAD/POWER SYSTEMS	000000	88.23
		I-10-26-18 CC TRIDLE	209-4510-425	REPAIRS DIAMOND FOOTPAD/SKIER'S EDGE CO	000000	383.00
				DEPARTMENT 510 REC CENTER	TOTAL:	2,386.80
01-0043	TRINITY UNITED METHODIS	I-2018 DECORATIONS	209-4980-429	OTHER WREATH-GARLAND DECORATIONS	000000	1,744.00
01-1331	SD MUNICIPAL LEAGUE	I-110118-A	209-4980-429	OTHER 2019 MEMBERSHIP DUES	000000	1,906.87
				DEPARTMENT 980 SPECIAL EVENTS	TOTAL:	3,650.87
				FUND 209 BED & BOOZE FUND	TOTAL:	6,037.67

PACKET: 04482 COMBINED - 11/20/18

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
01-0545	LYNN'S DAKOTA MART	I-003001941524	215-4572-235	VISITOR MGMT CAKE - WALL OF FAME	000000	36.99
01-1182	MACROVISION	I-2018-28	215-4572-235	VISITOR MGMT WALL OF FAME	000000	325.00
01-4222	NATIONAL ALLIANCE OF PR	I-111218	215-4572-235	VISITOR MGMT 2018 MEMBERSHIP RENEWAL	000000	50.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR TOTAL:						411.99
01-1890	ADAMS MUSEUM & HOUSE, I	I-111218	215-4573-310	HIST. INTERP. ADAMS HOUSE GENERAL OPERATING	000000	123,000.00
01-3044	LAWRENCE CO. EQUALIZATI	I-11818	215-4573-335	HIST. INTERP. MINERAL SURVEY MAP	000000	15.00
01-4415	PEARSON, JACI	I-10767	215-4573-335	HIST. INTERP. ORAL HISTORY - CORINNE WEBSTER	000000	675.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIOTOTAL:						123,690.00
01-0314	BLACK HILLS MINING MUSE	I-102515	215-4575-520	GRANT/LOAN PR 2018 OUTSIDE GRANT RD2	000000	4,796.80
01-0563	RCS CONSTRUCTION	I-201823	215-4575-515	GRANT/LOAN RE PR#1 55 TAYLOR RETAINING WALL	000000	48,339.00
01-0776	ALBERTSON ENGINEERING,	I-12603	215-4575-515	GRANT/LOAN RE 2018-144H 55 TAYLOR RW	000000	1,682.74
01-4086	TWIN CITY HARDWARE - GR	I-D395466	215-4575-525	GRANT/LOAN PA PAINT GRANT - 29 TERRACE	000000	14.11
		I-D397575	215-4575-525	GRANT/LOAN PA PAINT GRANT - 24 BURNHAM	000000	63.96
		I-D397964	215-4575-525	GRANT/LOAN PA PAINT GRANT - 44 TAYLOR	000000	180.58
		I-D398001	215-4575-525	GRANT/LOAN PA PAINT GRANT - 24 BURNHAM	000000	49.15
		I-D398051	215-4575-525	GRANT/LOAN PA PAINT GRANT - 26 ADAMS	000000	20.99
		I-D398186	215-4575-525	GRANT/LOAN PA PAINT GRANT 47 FOREST	000000	40.97
		I-D398310	215-4575-525	GRANT/LOAN PA PAINT GRANT - 47 FOREST	000000	109.97
		I-D398725	215-4575-525	GRANT/LOAN PA PAINT GRANT - 26 ADAMS	000000	52.99
		I-D399269	215-4575-525	GRANT/LOAN PA PAINT GRANT - 26 ADAMS	000000	14.97
		I-D399615	215-4575-525	GRANT/LOAN PA PAINT GRANT - 18 ADAMS	000000	39.98
		I-D399720	215-4575-525	GRANT/LOAN PA PAINT GRANT - 18 ADAMS	000000	42.99
		I-D399794	215-4575-525	GRANT/LOAN PA PAINT GRANT - 47 FOREST	000000	24.16
		I-E78069	215-4575-525	GRANT/LOAN PA PAINT GRANT - 18 PLEASANT	000000	292.18
		I-E79438	215-4575-525	GRANT/LOAN PA PAINT GRANT - 83 CHARLES	000000	43.99
		I-E79858	215-4575-525	GRANT/LOAN PA PAINT GRANT - 334 WILLIAMS	000000	390.73
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA TOTAL:						56,200.26

PACKET: 04482 COMBINED - 11/20/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE	I-341872	215-4576-600	PROFES. SERV. OFFSITE BACKUP	000000	215.00
01-0776	ALBERTSON ENGINEERING,	I-12600	215-4576-600	PROFES. SERV. 2018-077H WHITEWOOD BOARDWALK	000000	3,406.37
		I-12604	215-4576-600	PROFES. SERV. 2018-230H PINE ST ARCHWAY	000000	145.00
		I-12611	215-4576-600	PROFES. SERV. 2018-406H PLAZA RETAINING WALL	000000	551.37
		I-12674	215-4576-600	PROFES. SERV. 2017-288H 23 VANBUREN GARAGE	000000	732.80
		I-12701	215-4576-600	PROFES. SERV. 2018-075H EVENT CENTER PARKING	000000	1,050.00
01-2394	GUNDERSON, PALMER, NELS	I-88628	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	3,203.00
01-4030	BLAIR, LINDA	I-11118	215-4576-630	PROFES. SERV. BLOCK CLUB REIMBURSEMENT	000000	153.47
01-4419	BOUCHER, DAVID	I-111218	215-4576-630	PROFES. SERV. BLOCK CLUB REIMBURSEMENT	000000	632.61
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						10,089.62
01-0776	ALBERTSON ENGINEERING,	I-12601	215-4577-755	CAPITAL ASSET 2017-046H DENVER&WILLIAMS RW	000000	145.00
01-1402	SD DEPT. OF TRANSPORTAT	I-S00105377	215-4577-810	CAPITAL ASSET PROJECT PTAPR(04) 04QE	000000	30,824.50
01-3975	FIRST NATIONAL CREDIT C	I-10-26-18 CC KRUEL	215-4577-775	CAPITAL ASSET 4GB DATA HOTSPOT	000000	42.60
01-4191	ROBLEY, GREG/G.S.R.CON	I-000015	215-4577-735	CAPITAL ASSET CHINKING-CROW'S NEST/RODEO GR	000000	2,845.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						33,857.10
01-0435	HISTORIC HOMESTAKE OPER	I-244	215-4641-429	OTHER TREE - FESTIVAL OF TREES	000000	95.00
01-0467	CULLIGAN OF THE BLACK H	I-0006428	215-4641-426	SUPPLIES (3) 5 GAL BOTTLE WATER - HP	000000	19.50
		I-0006590	215-4641-426	SUPPLIES HP COOLER RENT 11/1-30/18	000000	15.00
01-1725	QUILL CORPORATION	I-2467903	215-4641-426	SUPPLIES KEYBOARD/CREAMER/NAMEPLATE	000000	119.96
		I-2540918	215-4641-426	SUPPLIES HP YEARLY SUPPLIES	000000	420.15
		I-2544314	215-4641-426	SUPPLIES NAMEPLATE	000000	12.01

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PACKET: 04482 COMBINED - 11/20/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1827	MS MAIL & MARKETING					
		I-10285-1	215-4641-423	PUBLISHING NOVEMBER NEWSLETTER	000000	640.76
01-4398	BEST BUY BUSINESS ADVAN					
		I-3469010	215-4641-426	SUPPLIES APPLE & SAMSUNG TABLET	000000	509.98
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	1,832.36
				FUND 215 HISTORIC PRESERVATION	TOTAL:	226,081.33

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 PACKET: 04482 COMBINED - 11/20/18
 VENDOR SET: 01
 FUND : 216 REVOLVING LOAN
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4420	BERG, TIM	I-11072018	216-1310	DUE FROM OTHE REFUND OF OVERPAYMENT	000000	29.10
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	29.10
01-0551	MENARD'S	I-92558	216-4653-962-07	HISTORIC REHA HIST REHAB 48 TAYLOR	000000	50.84
		I-94814	216-4653-962-07	HISTORIC REHA HIST REHAB 48 TAYLOR	000000	65.20
01-1215	OCHSE, ANN	I-090718	216-4653-962-01	SPECIAL NEEDS WORK DONE AT 35 MADISON	000000	148.74
		I-090718	216-4653-962-08	FOUNDATION GR WORK DONE AT 35 MADISON	000000	1,551.60
01-1496	LAWRENCE CO. REGISTER O	I-111318	216-4653-960	CLOSING CO (3) SATISFACTIONS 3 PEARL	000000	90.00
		I-1113182	216-4653-960	CLOSING CO RECORD MORTGAGE - BOBOLZ	000000	30.00
		I-1113183	216-4653-960	CLOSING CO RECORD MORTGAGE - KINKLER	000000	30.00
01-2382	CONOVER, MICHAEL	I-110118	216-4653-962-07	HISTORIC REHA HIST REHAB 48 TAYLOR PARKS	000000	5,750.68
		I-110218	216-4653-962-07	HISTORIC REHA HIST REHAB 48 TAYLOR PARKS	000000	2,821.36
		I-110818	216-4653-962-03	WINDOWS GRANT WINDOWS 83 CHARLES KNOX	000000	5,007.52
01-2857	NEIGHBORHOOD HOUSING SE	I-2018-10	216-4653-422	PROFESSIONAL SERVICING CONTRACT	000000	4,168.75
01-3598	RANGEL CONSTRUCTION CO.	I-R21018.25.01	216-4653-962-01	SPECIAL NEEDS WORK DONE AT 23 VAN BUREN	000000	10,000.00
		I-R21018.25.01	216-4653-962-04	SIDING GRANT WORK DONE AT 23 VAN BUREN	000000	10,000.00
		I-R21018.25.01	216-4653-962-03	WINDOWS GRANT WORK DONE AT 23 VAN BUREN	000000	4,000.00
		I-R21018.25.01	216-4653-962-08	FOUNDATION GR WORK DONE AT 23 VAN BUREN	000000	4,235.00
01-4086	TWIN CITY HARDWARE - GR	C-D400760	216-4653-962-08	FOUNDATION GR MATERIALS - 53 FOREST	000000	72.34-
		I-D392580	216-4653-962-04	SIDING GRANT SIDING 562 WILLIAMS - WEBER	000000	159.74
		I-D397340-1	216-4653-962-04	SIDING GRANT PAINT - 53 FOREST	000000	99.97
		I-D397525	216-4653-962-04	SIDING GRANT PAINT - 53 FOREST	000000	17.02
		I-D398634	216-4653-962-08	FOUNDATION GR MATERIALS - 53 FOREST	000000	63.86
		I-D399257	216-4653-962-04	SIDING GRANT MATERIALS - 53 FOREST	000000	19.11
		I-D399381	216-4653-962-08	FOUNDATION GR FOUNDATOIN - 53 FOREST	000000	273.69
		I-D399685	216-4653-962-08	FOUNDATION GR MATERIALS - 53 FOREST	000000	68.12
		I-D399722	216-4653-962-08	FOUNDATION GR MATERIALS - 53 FOREST	000000	18.61
		I-D400221	216-4653-962-03	WINDOWS GRANT MATERIALS - 53 FOREST	000000	218.29
		I-D400328	216-4653-962-01	SPECIAL NEEDS MATERIALS - 53 FOREST	000000	94.15
		I-D400450	216-4653-962-01	SPECIAL NEEDS MATERIALS - 53 FOREST	000000	15.42
		I-D400508	216-4653-962-01	SPECIAL NEEDS MATERIALS - 53 FOREST	000000	25.54
		I-D400536	216-4653-962-01	SPECIAL NEEDS MATERIALS - 53 FOREST	000000	90.96
		I-D400616	216-4653-962-01	SPECIAL NEEDS MATERIALS - 53 FOREST	000000	84.05

PACKET: 04482 COMBINED - 11/20/18

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4086	TWIN CITY HARDWARE - GR	continued				
	I-E78074	216-4653-962-04	SIDING GRANT	SIDING 562 WILLIAMS WEBER	000000	79.83
	I-E78169	216-4653-962-08	FOUNDATION GR	MATERIALS - 53 FOREST	000000	33.00
	I-E78179	216-4653-962-04	SIDING GRANT	MATERIALS - 53 FOREST	000000	185.20
	I-E78323	216-4653-962-04	SIDING GRANT	MATERIALS - 53 FOREST	000000	91.57
	I-E78472	216-4653-962-04	SIDING GRANT	MATERIALS - 53 FOREST	000000	17.02
	I-E78880	216-4653-962-01	SPECIAL NEEDS	MATERIALS - 53 FOREST	000000	48.42
	I-E78912	216-4653-962-03	WINDOWS GRANT	WINDOW 562 WILLIAMS - WEBER	000000	1,043.70
	I-E78992	216-4653-962-01	SPECIAL NEEDS	MATERIALS - 53 FOREST	000000	136.27
	I-E79269	216-4653-962-04	SIDING GRANT	MATERIALS - 53 FOREST	000000	47.86
	I-E79293	216-4653-962-08	FOUNDATION GR	MATERIALS - 53 FOREST	000000	195.11
	I-E79794	216-4653-962-08	FOUNDATION GR	MATERIALS - 53 FOREST	000000	25.01
	I-E80845	216-4653-962-08	FOUNDATION GR	MATERIALS - 53 FOREST	000000	42.59
01-4365	ROEBUCK-PEARSON, JO					
	I-1810076362	216-4653-962-03	WINDOWS GRANT	WINDOWS - 36 LINCOLN	000000	1,986.01
01-4393	LANE, KATHLEEN					
	I-325920-2	216-4653-962-01	SPECIAL NEEDS	ELDERLY 53 FOREST LANE	000000	513.00
	I-325926	216-4653-962-01	SPECIAL NEEDS	MATERIALS - 53 FOREST	000000	300.00
01-4394	ALMANZA, TYSON					
	I-604311	216-4653-962-08	FOUNDATION GR	FOUNDATION 62 TAYLOR ALMANZA	000000	1,574.57
01-4406	TERRONES, LUIS					
	I-325928	216-4653-962-01	SPECIAL NEEDS	WORK DONE AT 53 FOREST	000000	2,997.00
	I-325928	216-4653-962-08	FOUNDATION GR	WORK DONE AT 53 FOREST	000000	5,820.50
	I-325928	216-4653-962-03	WINDOWS GRANT	WORK DONE AT 53 FOREST	000000	1,080.00
	I-W059441	216-4653-962-03	WINDOWS GRANT	WINDOW GLASS - 53 FOREST	000000	134.18
01-4411	MARTIN'S DECORATIVE STO					
	I-090718	216-4653-962-01	SPECIAL NEEDS	WORK DONE AT 35 MADISON	000000	4,094.00
01-4412	PEHRSON, JOBERTA					
	I-1125	216-4653-962-01	SPECIAL NEEDS	WORK DONE - 31 JACKSON	000000	995.52
01-4416	ANCESTOR CONCRETE & MAS					
	I-2115	216-4653-962-08	FOUNDATION GR	FOUNDATION 74 VAN BUREN FASNAC	000000	8,504.99
01-4421	LAWLER, JEFFREY					
	I-J66000279	216-4653-962-03	WINDOWS GRANT	WINDOW GLASS - 25 JACKSON	000000	8,635.08
DEPARTMENT 653 REVOLVING LOAN					TOTAL:	87,706.31
FUND 216 REVOLVING LOAN					TOTAL:	87,735.41

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY	I-10-31-18 EQR	602-4330-422	PROFESSIONAL OCTOBER 2018 EQR/WATER	000000	26,401.48
01-0684	NORTHWEST PIPE FITTINGS	I-1241177	602-4330-425	REPAIRS TOP BOLT CPLG-ANODE CONN/WATER	000000	804.71
01-1827	MS MAIL & MARKETING	I-10285	602-4330-426	SUPPLIES UTILITY BILLS MAILING - OCT.	000000	294.55
01-3754	WL CONSTRUCTION SUPPLY	I-19801	602-4330-425	REPAIRS SPROCKET-GUIDEBAR-CHAIN/WATER	000000	719.97
				DEPARTMENT 330 WATER	TOTAL:	28,220.71
				FUND 602 WATER FUND	TOTAL:	28,220.71

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PACKET: 04482 COMBINED - 11/20/18

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-10-31-18 CONSUMPT	603-4325-429	OTHER EXPENSE NOVEMBER 2018 CONSUMPTION/PB	000000	701.43
				DEPARTMENT 325 SEWER	TOTAL:	701.43
				FUND 603 SEWER FUND	TOTAL:	701.43

PACKET: 04482 COMBINED - 11/20/18

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1889	DUNCAN PARKING TECHNOLO	I-INV02967	610-4360-422	PROFESSIONAL AUTOCITE SFTWR MAINT.CONT.	000000	798.24
01-2104	INTEGRATED PARKING SOLU	I-6371	610-4360-422	PROFESSIONAL ANNUAL MAINT.- SOFTWARE/P& T	000000	3,456.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						4,254.24
01-0545	LYNN'S DAKOTA MART	I-6905141	610-4361-426	SUPPLIES 9 CASES WATER BOTTLES-TROLLEY	000000	26.91
01-0600	TRIPLE K TIRE & REPAIR	I-1-53523	610-4361-426	SUPPLIES ROTATED REAR TIRES - TROLLEY	000000	42.50
01-1653	STURDEVANT'S AUTO PARTS	I-32-747535	610-4361-426	SUPPLIES BLADES, FILTERS - TROLLEY	000000	72.78
		I-32-747675	610-4361-426	SUPPLIES SUPER 77 MULTIPURP - TROLLEY	000000	12.84
		I-32-747676	610-4361-425	REPAIRS 2 HD EXT LIFE - TROLLEY	000000	37.98
		I-32-748372	610-4361-426	SUPPLIES FILTER, BATTERIES, CK VALVE-TROL	000000	20.70
		I-32-748653	610-4361-426	SUPPLIES 16 PAK - 1/16-1/8 - TROLLEY	000000	1.69
		I-32-749074	610-4361-426	SUPPLIES OIL/FUEL FILTERS, MAST, CABLE-TR	000000	56.24
01-1827	MS MAIL & MARKETING	I-10319	610-4361-423	PUBLISHING RACK CARDS, BSNESS CARDS-TROLLE	000000	1,060.00
01-3060	QUIK SIGNS	I-24814	610-4361-426	SUPPLIES LAMINATED SIGNS - TROLLEY	000000	118.53
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						1,450.17
01-0510	GOLDEN WEST TECHNOLOGIE	I-341872	610-4362-422	PROFESSIONAL MANAGED FIREWALL - PKG RAMP	000000	52.50
01-3151	KONE INC.	I-959081416	610-4362-422	PROFESSIONAL OCT ELEVATOR MAINT/PARKINGRAMP	000000	149.80
DEPARTMENT 362 BROADWAY GARAGE TOTAL:						202.30
FUND 610 PARKING/TRANSPORTATION TOTAL:						5,906.71

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PACKET: 04482 COMBINED - 11/20/18
VENDOR SET: 01
FUND : 720 DEPOSITS HELD
DEPARTMENT: 000 NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4414	ROPE FOR THE GOLD	I-110818	720-4000-429	OTHER DEPOSIT REFUND	000000	500.00
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						500.00
FUND 720 DEPOSITS HELD TOTAL:						500.00

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04482 COMBINED - 11/20/18

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-OCT-111618	722-2190	AMOUNTS HELD SALES TAX DUE FOR OCT. '18	000000	3,919.89
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	3,919.89
			FUND 722	SALES TAX AGENCY	TOTAL:	3,919.89

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04482 COMBINED - 11/20/18

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING	I-110918	723-4000-429	OTHER		
				CITY SLOTS - PYMT 5, YR 1	000000	29,829.55
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	29,829.55
				FUND 723 NICKEL SLOT PAYMENT AGNCY	TOTAL:	29,829.55
					REPORT GRAND TOTAL:	511,168.60

MOTOR VEHICLE PARKING LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY" and SILVERADO, with a record address of 709 Main, Deadwood, SD 57732, hereinafter referred to as "SILVERADO."

CITY and SILVERADO agree that SILVERADO shall rent a total of fourteen (14) spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles located at Lot A, Block 20 of the Original Townsite of the City of Deadwood, also known as the City Parking Lot, as set forth within the following terms and conditions:

I.

The term of this lease shall be thirty-six (36) months. Commencing January 1, 2019, through December 31, 2021 the parties acknowledge and agree SILVERADO, its employees, representatives and invitees may use the parking spaces twenty-four hours per day, seven (7) days per week.

II.

In accordance with the rates established by CITY for the City Parking Lot, SILVERADO agrees to pay to CITY as rent the sum of Two Hundred Five Dollars (\$205.00) for each parking space, plus six percent (6%) sales tax, for a total of Two Thousand Eight Hundred Seventy and no/100ths Dollars (\$2,870.00) per month for the thirty-six (36) months of this lease due and payable on or before the 1st day of January, 2019, and on the first day of each following month through December 31, 2021.

The parties acknowledge that the rent to be paid for this lease is a rental amount a thirty-six (36) month period, and that SILVERADO is obligating itself to pay these parking fees per space per month for such period without regard to whether or not SILVERADO uses said space

or spaces. However, the parties acknowledge that this lease may be terminated early pursuant to paragraph VIII, below.

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of ten percent (10%) of the unpaid and outstanding rent. If the rent payment is more than fifteen (15) days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the spaces or spaces without notice to renter. In addition, if the rent payment is more than fifteen (15) days overdue, CITY shall cause access cards to be turned off so that SILVERADO shall not have access to the parking spaces referenced above, until such time as the account is made current. SILVERADO agrees it is entitled to no further notice under this section.

III.

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

IV.

SILVERADO agrees that it shall not have the right to sublet all or part of the fourteen (14) parking spaces or assign this lease.

V.

SILVERADO agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. SILVERADO acknowledges and agrees that it is taking the same risks of the vehicle being stolen or damaged that it would take if it parks on any street. SILVERADO further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that SILVERADO will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage

to SILVERADO'S vehicles or its contents while parking in the City Parking Lot. SILVERADO agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the City Parking Lot at its own risk and responsibility.

VI.

SILVERADO shall be responsible for and shall pay the maintenance costs of the leased spaces, including but not limited to snow removal.

VII.

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

VIII.

SILVERADO and CITY agree that this lease shall terminate on January 7, 2019.

[remainder of page intentionally left blank, signature page to follow]

Dated this ____ day of _____, 2018.

CITY OF DEADWOOD

_____, Mayor

ATTEST:

Finance Officer

Dated this ____ day of _____, 2018.

SILVERADO

By: _____
Its. General Manager

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2015, before me the undersigned officer, personally appeared _____, who acknowledged himself to be the General Manager of SILVERADO and that such Manager, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation himself as General Manager.

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

Notary Public, South Dakota

(SEAL)

My Commission Expires: _____

City of Deadwood
102 Sherman St
Deadwood SD 57732

11-19-18
LoB

Dear Members of the City Commission

The Lord's Cupboard, Inc is requesting the \$2500 budgeted for 2018.

We thank you for your support of this very needed service in our community.

We are currently in the process of re-registering and we plan for the numbers to be about the same at 100 to 150 families. Many of our families have employment, but need that additional help to get from one paycheck to another. We are grateful we can offer that service to them.

Currently we have 10 volunteers. We do not have any paid staff.

We also pay liability insurance since we are a 501c3

Sincerely

Sharon L Narem, Director

605-580-5135





First National Wealth Management

Located at The First National Bank in Sioux Falls®

11-19-18
LED

City of Deadwood
Finance Officer
102 Sherman Street
Deadwood SD 57732-1309

11/1/2018

Re: \$7,375,000 City of Deadwood, South Dakota Refunding Certificate of Participation Series 2012

Activity Fee Charges

Trustee Fee - \$450/ Per Million of bonds outstanding

1,720,000

\$774.00

215-4576-600

Amount Due

\$2,500.00

Minimum Fee \$2,500.00

Please include this invoice with your check. If you have any questions, please contact the Corporate Trust Department at (800) 553-7073 or (605) 357-7688.

Thank you for doing business with The First National Bank in Sioux Falls.

10942 /81-3193-393





First National Wealth Management

Located at The First National Bank in Sioux Falls®

City of Deadwood
Finance Officer
102 Sherman Street
Deadwood SD 57732-1309

11/1/2018

Re: \$8,950,000 City of Deadwood, South Dakota Certificate of Participation Series 2015

Activity Fee Charges

Trustee Fee - \$450/ Per Million of bonds outstanding

6,425,000

\$2,891.25

215-4576-600

Amount Due

\$2,891.25

Minimum Fee \$2,500.00

Please include this invoice with your check. If you have any questions, please contact the Corporate Trust Department at (800) 553-7073 or (605) 357-7688.

Thank you for doing business with The First National Bank in Sioux Falls.

11107 / 81-3193-407



Specialty Installation LLC

6113 Mountain Pine Lane
Rapid City, SD 57702

11-19-18
Cof

Estimate

Date	Estimate #
12/13/2017	199

Name / Address
Deadwood Rec Center 105 Sherman St. Deadwood, SD 57732

Project

Description	Qty	Rate	Total
Provide and install 1 walk draw gym divider curtain. Curtain will divide the length of the court and store along the adjacent wall for approx 12 ft. The curtain, track and labor @\$4575.00. The material for the above ceiling supports and the labor @ \$1760.00		6,365.00	6,365.00
		Total	\$6,365.00

11-19-18

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AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
WASTE CONNECTIONS, INC. d/b/a KIEFFER SANITATION

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and WASTE CONNECTIONS, INC. d/b/a KIEFFER SANITATION, a South Dakota Corporation, with its principal place of business located at 115 N 6th Ave., Belle Fourche, South Dakota 57717, hereinafter referred to as "KIEFFER SANITATION;"

WHEREAS, KIEFFER SANITATION has agreed to furnish all labor and materials for solid waste collection in Deadwood, South Dakota, at the base amount of Twelve Dollars and Fifty-Five Cents (\$12.55) from all family domestic units, including single family residences as well as multiple family dwelling units per month;

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which KIEFFER SANITATION shall undertake and complete in a professional workmanlike manner certain solid waste collection work as set forth below; and,

WHEREAS, the original agreement permitted CITY to extend the original agreement with three (3) one-year extension terms upon mutual agreement of KIEFFER SANITATION.

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

1. The parties now wish to enter into the second one-year extension term to be effective from January 1, 2019 through December 31, 2019;
2. KIEFFER SANITATION shall collect all garbage and rubbish from each family domestic unit, including single residences and multiple family dwellings, within the City

of Deadwood at its base price of Twelve Dollars and Fifty-Five Cents (\$12.55) per unit, per month;

3. CITY shall pay KIEFFER SANITATION Twelve Dollars and Fifty-Five Cents (\$12.55) per unit for the collection of the garbage and rubbish from family domestic units;

4. KIEFFER SANITATION shall provide a dumpster specifically for yard waste at a designated area within the City of Deadwood, and dispose of the yard waste on a weekly basis;

5. KIEFFER SANITATION shall provide two (2) eight yard dumpsters serviced once per week October 1st through April 30th and twice per week May 1st through September 30th for a fee of Three Hundred Eighty Five and 75/100 Dollars (\$385.75) per month;

6. KIEFFER SANITATION shall provide two recycling dumpsters for the purpose of disposing and/or recycling the following products: cardboard, newspaper, all other paper/pulp products (including, but not limited to, white paper, bound books, and telephone books), plastics (except Styrofoam and PBC), glass and metals. Further, KIEFFER SANITATION shall dispose of the above mentioned products on a weekly basis;

7. CITY shall pay KIEFFER SANITATION the sum of Five Hundred Twenty and 00/100 Dollars (\$520.00) each month for providing the two recycling containers and disposing of materials two times per week;

8. KIEFFER SANITATION shall adhere to all Federal, State and local regulations or laws concerning recycling;

9. KIEFFER SANITATION shall lease dumpsters to entities requesting the same at a monthly rate set forth below:

<u>DESCRIPTION</u>	<u>PRICE</u>
90-96 Gallon Cart	\$20.00
2 Cubic Yard	\$45.00
3 Cubic Yard	\$55.00
<u>DESCRIPTION</u>	<u>PRICE</u>
4 Cubic Yard	\$65.00
6 Cubic Yard	\$90.00
8 Cubic Yard	\$105.00

10. KIEFFER SANITATION shall dispose of the waste deposited into the leased dumpsters, as negotiated with the entity. CITY will not be involved in collecting or billing for the leasing of the dumpsters or for disposal services concerning the leased dumpsters;

11. KIEFFER SANITATION shall collect waste from the following building/locations at no charge:

Deadwood City Hall
Deadwood Parks and Street Department
Deadwood Public Library
Deadwood Fire Department
Deadwood Recreation Center

12. KIEFFER SANITATION shall furnish all necessary labor, tools, materials and equipment to complete all services as described above, but for privately owned garbage cans for residential services;

13. KIEFFER SANITATION shall provide a performance bond in the sum of One Hundred Thousand Dollars (\$100,000.00). KIEFFER SANITATION shall furnish a certificate of insurance naming CITY as an additional insured;

14. KIEFFER SANITATION shall maintain workers compensation insurance and liability insurance to protect CITY from liability claims or damages because of bodily injury, including death, and liability for damages to property. Specifically, KIEFFER SANITATION shall insure insurance coverage in the sum of TWO MILLION DOLLARS (\$2,000,000.00) through an authorized and qualified insurance carrier qualified to do business in the state of South Dakota;

15. KIEFFER SANITATION agrees to defend, indemnify and hold CITY and any of its officers, agents, and employees harmless from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any bodily injury, death or property damage, which results from any negligent act, error or omission of KIEFFER SANITATION in connection with this agreement for services performed or materials provided pursuant to this contract;

16. KIEFFER SANITATION shall publish route schedules, changes in such schedules (including holiday changes) and pick up requirements;

17. In the event KIEFFER SANITATION fails to adhere to its published route schedule but for circumstances beyond its control (road closures due to heavy snow fall or construction) it shall be assessed a penalty in the sum of one and one half (1.5) times the prorated daily rate;

18. In the event fees charged to KIEFFER SANITATION by an approved landfill increases by over twenty-five percent (25%) during the term of this agreement, KIEFFER SANITATION may seek reimbursement from CITY not to exceed twenty-five percent (25%). KIEFFER SANITATION shall provide written documentation setting forth what it pays to dispose of waste at the landfill by January 31 of each year this agreement is in effect; and

19. KIEFFER SANITATION agrees to provide the City of Deadwood with documentation verifying the delivery of all contracted recyclables to a licensed recycling facility. This documentation must be provided at least every other month.

20. The City of Deadwood, at its discretion, may offer to extend this contract pursuant to the terms of the original agreement for one additional year, contingent upon KIEFFER SANITATION agreeing to extend this contract.

[Signature page to follow]

Dated this ____ day of _____, 2018

CITY OF DEADWOOD

By: _____
_____, Mayor

ATTEST:

City Finance Officer

Dated this ____ day of _____, 2018.

WASTE CONNECTIONS, INC.
d/b/a KIEFFER SANITATION

By: _____
Casey Bulyca, District Manager
115 N 6th Ave.
Belle Fourche, SD 57717

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Casey Bulyca, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____



11-19-18 6I

2019 APPLICATION FOR BRIDGE IMPROVEMENT GRANT (BIG) FUNDS PRESERVATION OR REHAB/REPLACEMENT

South Dakota Department of Transportation
SUBMIT APPLICATION TO: Wade.Dahl@state.sd.us

Must be postmarked by January 2, 2019

Identification	Bridge ID #: 41-157-166	Fed Aide Route Number: N/A
	Owner: City of Deadwood	Over: Whitewood Creek
	Location: On Timm Lane over Whitewood Creek	Road/Street/Avenue Name: Timm Lane
	Preservation Score: _____ OR BIG Score (Rehab/Repl): 67.1	
Grant	Grant Funds \$ 325,242.00 (80% max. or other _____%) + Local Match \$ 81,311.00 (20% min. or other _____%) Total Project Cost \$ 406,553.00	
	Total Project Cost Breakdown \$ 38,321.00 Design Cost + \$337,328.00 Construction Cost + \$ 30,904.00 CE Cost (not included in grant amount)	
	<input type="checkbox"/> Preservation BIG (\$37,500 min. = \$30,000 + \$7,500 Local Match of 20% min.) <input checked="" type="checkbox"/> Major Rehab/Replacement BIG (\$125,000 min. = \$100,000 + \$25,000 Local Match of 20% min.) Select if Applicable: <input type="checkbox"/> Project involves Right of Way on Tribal Lands <input type="checkbox"/> Bid Ready Plans Packet (Required items: final plans, final hydraulics, load rating, design calculations and check design, certifications, permits, engineer's estimate, bid proposal, bid specifications, & construction management plan.)	
Eligibility	County Applicant: Amount of County Wheel Tax per wheel for >6000 lb classification: _____ <input type="checkbox"/> True <input type="checkbox"/> False - Is the structure listed in the Approved County 5-Year Plan	
	All Projects: (Attach separate sheet with explanation if any of the following are False) <input checked="" type="checkbox"/> True <input type="checkbox"/> False - Structure serves multiple residences, farms, ranches or a multi-lot development? <input checked="" type="checkbox"/> True <input type="checkbox"/> False - Structure is located on a Full Maintenance Road? <input checked="" type="checkbox"/> True <input type="checkbox"/> False - Roadway does not terminate into a field entrance, driveway, single residence, farm, or ranch? <input checked="" type="checkbox"/> True <input type="checkbox"/> False - Local Public Agency (LPA) is in full compliance with Federal and State NBIS requirements? <input checked="" type="checkbox"/> True <input type="checkbox"/> False - Has general maintenance been performed on the structure? (Maintenance records must be attached.)	
	Note: If a deviation from duties, as listed in section VII of the BIG Procedures, has been obtained/approved by the Secretary of Transportation, please check here and attach documentation. <input type="checkbox"/>	
	Preservation Appl. Requirements: Description of requested work; design and CE cost proposals in DOT format, shown separately; engineer's estimate for construction with eligible and non-eligible items shown separately (lump sum contingency NOT ELIGIBLE and cannot be shown on estimate); and photos of existing conditions to be addressed. Major Rehab/Replacement Appl. Requirements: Type, Size, & Location (TS&L) report; design and CE cost proposals in DOT format, shown separately; engineer's estimate for construction with eligible and non-eligible items shown separately (lump sum contingency NOT ELIGIBLE and cannot be shown on estimate.) TS&L inspection was completed on Oct 26, 2018	
Work Description	Demo of existing structure and installation of new three sided arch structure, approach grading, guardrail. This structure serves two residential properties and city cold storage with NO alternate access available. Loss of this structure will significantly impact these properties. The existing structure is fracture critical.	
	LPA Authorization Ron Green, P.E., Public Works Director LPA Contact (print) Contact email and phone number: (605) 578-3082 – Ron.Green@cityofdeadwood.com Attach resolution from Commission/Council authorizing application for grant.	

11-19-18

RESOLUTION 2018-27
BRIDGE IMPROVEMENT GRANT PROGRAM
RESOLUTION AUTHORIZING SUBMISSION OF APPLICATIONS

WHEREAS, City of Deadwood wishes to submit an application(s)
for consideration of award for the Bridge Improvement Grant Program:

STRUCTURE NUMBER(S) AND LOCATION(S):

Bridge ID #41-157-166
City of Deadwood
On Timm Lane over Whitewood Creek

and WHEREAS, The City of Deadwood certifies that the project(s) are listed in
the country's Five-Year County Highway and Bridge Improvements Plan*;

and WHEREAS, The City of Deadwood agrees to pay the 20% match on the
Bridge Improvement Grant Funds;

and WHEREAS, The City of Deadwood hereby authorizes the Bridge
Improvement Grant application(s) and any required funding commitments.

NOW THEREFORE BE IT RESOLVED:

That the South Dakota Department of Transportation be and hereby is requested to accept the
attached Bridge improvement Grant application(s)

Vote of Commissioners/Council: Yes _____ No _____

Dated at Deadwood, SD, this 19th day of November, 2018.

ATTEST:

County Auditor/City Finance Officer

Chairman/Mayor

Estimated CONSTRUCTION ENGINEERING Costs
Interstate Engineering, Inc.
BIG Replacement Project: BRO 8041(00) 16-1 PCN: 05P9
City of Deadwood

Agreement Number: _____

THESE COSTS ARE INDEPENDENT OF THE GRANT CAP

Direct Labor Salary Cost:	Estimated Hours	Hourly Rate	Estimated Cost
Ron Bengs - Engineer IV	10	\$46.15	\$461.50
Alan Drews - Engineer II	100	\$33.26	\$3,326.00
Cody Galloway - Engineer I	30	\$25.15	\$754.50
Adam Thompson - Surveyor V	16	\$44.42	\$710.72
Curt Kuenzel - Tech III	80	\$24.00	\$1,920.00
Deb Murphey - Tech II	20	\$14.35	\$287.00
Total Direct Labor Cost	256		\$7,459.72
Labor Overhead Cost:		188.79%	\$14,083.21
Fixed Fee - Max. Allowable for <u>Structure Replacements</u>		13.00%	\$2,800.58
Capital Cost of Money		84.00%	\$6,266.16
Direct Expenses:			
Mileage (Survey)	40	\$0.76	\$30.40
Mileage (Travel)	400	\$0.66	\$264.00
Meals (Per Diem)			\$0.00
Lodging			\$0.00
Photocopies			
Postage			
Miscellaneous			
Total Direct Expenses			\$294.40
Total			\$30,904.07

Estimated Engineering Cost
Interstate Engineering, Inc.
BIG Project: BRO 8041(00) 16-1 PCN: 05P9
City of Deadwood

Agreement Number: _____

Work Order Number: LGA-____-____

Direct Labor Salary Cost:	Estimated Hours	Hourly Rate	Estimated Cost
Ron Bengs - Engineer IV	20	\$46.15	\$923.00
Alex Schwarzhoff - Engineer III	10	\$38.65	\$386.50
Alan Drews - Engineer II	75	\$33.26	\$2,494.50
Cody Galloway - Engineer I	18	\$25.15	\$452.70
Curt Kuenzel - Tech III	240	\$24.00	\$5,760.00
Deb Murphey - Tech II	10	\$14.35	\$143.50
Total Direct Labor Cost	373		\$10,160.20

Labor Overhead Cost:	188.79%	\$19,181.44
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Fixed Fee - Max. Allowable <u>Structure Replacements</u>	13.00%	\$3,814.41
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Capital Cost of Money	0.84%	\$85.35
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Direct Expenses:

Mileage (3 trips)	120	\$0.66	\$79.20
Meals (Per Diem)			
Lodging			
Photocopies			
Postage			
Miscellaneous			
Total Direct Expenses			\$79.20

Total	\$33,320.60
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Estimate for Subsurface Investigation (Min. of \$5,000 assuming a box will be selected / Min. of \$10,000 assuming a bridge will be selected.)	\$5,000.00
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Total Cost for Application	\$38,320.60
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CONSTRUCTION ENGINEERING Estimate Shall be Submitted on Separate Sheet



BRO 8041(00)16-1, PCN 05P9, STRUCTURE NO. 41-157-166

Option 2: Concrete Arch (Three Sided Culvert)

No.	Items	Unit	Bid Price	Quantity	Estimated Cost
1	Mobilization	LS	\$ 31,900.00	1	\$ 31,900.00
2	Demolition	LS	\$ 27,500.00	1	\$ 27,500.00
3	Traffic Control	LS	\$ 5,500.00	1	\$ 5,500.00
4	Erosion Control	LS	\$ 16,500.00	1	\$ 16,500.00
5	T-101 Guard Rail	LF	\$ 130.00	132	\$ 17,160.00
6	36' Precast Concrete Arch Culvert, Three Sided, Furnish	LF	\$ 4,046.00	16	\$ 64,736.00
7	36' Precast Concrete Arch Culvert, Three Sided, Install	LF	\$ 2,750.00	16	\$ 44,000.00
8	Class A45 Concrete Bridge Abutments	CY	\$ 1,089.00	30	\$ 32,670.00
9	Class A45 Concrete Bridge Wing Walls	CY	\$ 1,089.00	34	\$ 37,026.00
10	Headwalls, Furnished	Each	\$ 6,050.00	2	\$ 12,100.00
11	Headwalls, Installed	Each	\$ 5,280.00	2	\$ 10,560.00
12	Embankment & Excavation	CY	\$ 49.50	150	\$ 7,425.00
13	Type 'C' Riprap	Ton	\$ 38.50	58	\$ 2,233.00
14	Structure Gravel	Ton	\$ 18.50	14	\$ 259.00
15	Pedestrian Walk Bridge Bypass	LS	\$ 27,500.00	1	\$ 27,500.00

Total \$ 337,069.00

Non Participating

16	Approach Surfacing	Ton	\$ 18.50	14	\$ 259.00
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Total Cost

\$ 337,328.00

Professionals you need, people you trust.

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Offices in: North Dakota • Montana • Minnesota • South Dakota

**APPROVAL OF APPLICATIONS
FOR LIQUOR/WINE LICENSE RENEWALS FOR 2019**

CONVENTION CENTER LICENSES

Blue Sky Gaming, Tin Lizzie Gaming Resort (CL-505)
BY Development Inc., Cadillac Jacks (RL-504)
Deadwood Hospitality Resort LLC, Deadwood Gulch Resort (CL-15404)
Deadwood Resort LLC, The Lodge at Deadwood, (CL-509)
First Gold, Inc., First Gold Hotel, (CL-502)
Gold Dust Lodging Group LLC, Holiday Inn Express Hotel & Suites (CL-503)
GR Deadwood LLC, Mineral Palace Hotel & Gaming (CL-507)
Gulches LLC, Deadwood Comfort Inn/Gulches of Fun (CL-501)
Historic Deadwood Convention Facility, LLC, Wooden Nickel, Iron Horse Inn, Martin
Mason Hotel, (CL-511)
Hotel Franklin Inc., Historic Franklin Hotel (CL-506)
NMD Venture, NMD Venture –Hickok's Hotel & Casino (CL-508)
Tentexkota, Deadwood Mountain Grand Hotel & Casino (CL-510)

PACKAGE (OFF-SALE) LIQUOR

Black Diamond Capital LLC, Gold Dust (PL-4520)
Blue Sky Gaming, Tin Lizzie Gaming Resort, (PL-4521)
Deadwood Hospitality Resort, LLC., Deadwood Gulch Resort, (PL-4522)
GR Deadwood LLC, Mineral Palace Hotel & Gaming, (PL-4524)
Packhorse Liquor & Convenience Inc., Pack Horse Liquor & Convenience (PL-4523)

RETAIL LIQUOR LICENSES

Black Diamond Capital LLC, Gold Dust (RL-5792)
B.P.O Elks Lodge #508, Elks Lodge (RL-5540)
Bullock Hospitality, Bullock Hotel (RL-5542)
Deadwood Distillery, LLC, Deadwood Distillery (RL-5534)
Midnight Star Enterprises, Midnight Star I & II (RL-5995)
Midwest Motels of Deadwood, Buffalo Bodega (RL-5535)
Nugget Saloon, LLC, Nugget Saloon, (RL-5536)
Old Style Saloon No. 10 Inc., Saloon No. 10 (RL-5537)
Super G Investments Inc., Silverado Gaming Establishment (RL-5538)
VFW Post 5969, VFW (RL-5541)

RETAIL (ON-OFF SALE) WINE

Angels Attic Uncorked, Angels Attic (RW-20691)
Blue Sky Gaming Inc., Tin Lizzie Gaming Resort, (RW-6491)
BRI Inc., Best Western Hickok House, (RW-6466)
Broken Arrow Trading Company Inc., Deadwood Winery, (RW-21479)
BY Development Inc., Cadillac Jacks, (RW-6537)
Deadwood Hospitality Resort LLC, Deadwood Gulch Resort, (RW-6401)
Deadwood Resort LLC, The Lodge at Deadwood, (RW-19226)
DGS LLC, Deadwood Gulch Saloon, (RW-6646)
Fairmont Hotel Corp., Fairmont Hotel, (RW-6461)
GR Deadwood LLC, Mineral Palace Hotel & Gaming, (RW-6480)
Hotel Franklin Inc., Historic Franklin Hotel, (RW-6643)
Jackson Winery & Vineyard LLC, Belle Joli Winery, (RW-7568)
Mary Larson, Deadwood Dicks, (RW-20965)
M.S. Mail LLC, M.S. Mail, (RW-22642)
Mustang Sallys Inc., Mustang Sallys, (RW-6499)
Old Style Saloon No. 10 Inc., Saloon No. 10, (RW-19210)
Princeton Inc., Deadwood Super 8/Lucky 8 Gaming, (RW-6447)
Richard & Marguerite Olesen, Deadwood Wild Bills Trading Post (RW-21777)
Rolling Hills Farm Investments LLC, Celebrity Hotel & Casino, (RW-6542)
Scott & Sharon Jacobs, Jacobs Gallery (RW-25947)
Super G Investments, Inc., Silverado, (RW-6436)
Tentexkota LLC, Deadwood Mountain Grand Hotel & Casino (RW-21330)
TSG LLC, Pump House Mind Blown Studio (RW-25695)
Vaughn Mary Boyd, Deadwood Tobacco Company, (RW-6648)
Willy's Wild West Inc., Deadwood Station, (RW-20626)
Winery Hill City LLC, Naked Winery Deadwood, (RW-24025)

11-19-18
CeK

LABOR

AGREEMENT

between

The City of Deadwood
(Police Unit)

and

Teamsters Local Union
No. 120

January 1, 2019 – December 31, 2021

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ARTICLE 1

RECOGNITION

- 1.01** The City hereby recognizes the Union as the sole collective bargaining representative, pursuant to SDCL 3-18-3 and 3-18-5, for full-time Police Department employees by the City in the following described unit: HF No. 1E, 1999/2000.
- 1.02** All sworn personnel of the rank of patrolmen. Excluded from this bargaining representation are all sworn personnel of the rank of the Chief, Sergeant, Lieutenant and Corporal. However, nothing in this Article shall preclude any eligible officer or individual excluded from the bargaining unit from becoming or remaining a member of the Teamsters Local Union No. 120.
- 1.03** Part-time persons for the purpose of this Agreement shall be a person who is employed less than twenty (20) hours per week.
- 1.04** The term "temporary employee" shall mean any individual or individuals whose employment is fixed at the time of employment, not to exceed six (6) consecutive months, and will not exceed six (6) consecutive months without the consent of the Union; and is for the purpose of meeting staffing shortages, staffing short-term projects and relieving for employee absences, or is irregular and casual. If the City creates such positions within the Police Department, the Union and the City will negotiate these positions.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.01** Except for those rights which are abridged or limited by this Agreement all rights are reserved to the City.
- 2.02** Consistent with this Agreement, the rights of the City shall include, but are not limited to, the right to determine the mission of its constituent departments, commissions and boards; to maintain efficiency of City operations; to set standards of service; to determine methods, means and personnel by which City operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The City has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

ARTICLE 3

UNION STATUS AND RIGHTS

- 3.01 RIGHT OF ORGANIZATION:** Eligible employees shall have the right to join and participate in the bargaining unit of the Union.
- 3.02 RIGHT OF REPRESENTATION:** Eligible employees shall have the right to be represented by the Union to negotiate collectively with the City of Deadwood, in the determination of their conditions of employment, and the administration of grievances of the purpose of administering this Agreement.
- 3.03 STEWARDS:** The City recognizes the right of the Union to designate a steward and an alternate from the Deadwood Police Department's seniority list. The authority of job stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
- A. The investigation and presentation of grievances with his/her Employer or the designated Employer representative in accordance with the provisions of this Agreement.
 - B. The transmission of such messages and information which shall originate with, and authorized by the Union, provided such message or information has been reduced to writing or is of a routine nature.
- 3.04** Upon request to his/her supervisor, which is not to be unreasonably denied, stewards shall be permitted reasonable time to investigate, one (1) hour per week, not to exceed four (4) hours per month, to present and process grievances during working hours without loss of time or pay, which hours shall be listed on the time sheets.
- 3.05** Authorized agents of the Union, after having notified the department head, shall have reasonable access to the Deadwood Police Department's establishment and be permitted to visit and converse with employees during regular on-duty hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to; provided, however, that there is no significant effect on the City's responsibility toward the general public.
- 3.06** Bulletin Boards, Inter-Office Mail, and E-Mail.
- A. The Union shall have the privilege of the use of existing bulletin boards for the purpose of posting of notices of its legitimate activities. All notices so posted shall contain a letterhead which clearly indicates that the notice relates to activities of the Union and shall be dated and signed by an officer of the Union and submitted to the office of the Chief upon its posting. It shall be the responsibility of the Union to remove notices which are outdated or unauthorized.

- B. The Union shall have the privilege of the reasonable use of the existing inter-office mail service for transmittal of communications for the official business of the Union to its members. The use of said system shall be limited to communications within the offices of the Deadwood Police Department. The correspondence shall contain the same letterhead and signature and submittal required in the preceding subsection.
- C. The Union shall have the privilege of the reasonable use of the City's e-mail system for transmittal of communication for the official business of the Union to its members. The use of said system shall be limited to communications within the offices of the Police Department.

ARTICLE 4

COMMITTEE FOR UNION-MANAGEMENT COOPERATION

- 4.01** The parties recognize that during the period in which this Agreement is in effect, problems of administration of this Agreement may arise which are not now anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union, among both management and non-management employees, if both the City and the Union continue and enlarge their respective efforts to gain a better appreciation and understanding of each other's problems and objectives. They recognize that frequently what first appears to be problems or areas of conflict and disagreements are actually the result of misunderstandings which are cleared away upon a complete and frank exchange of viewpoints and ideas. They believe that even though limitations are being placed upon formal collective bargaining negotiations through the extended period of the Agreement, a better atmosphere in which to achieve improved day-by-day relations between the parties, which they both desire, can be created through meetings of the kind described below.
- 4.02** Once each quarter, a meeting may be held during the term of this Agreement of the committee formed as a part of this Article. It is understood that such meetings will be held for the purpose of appraising and discussing the problems, if any, which may arise concerning administration, interpretation or application of the Agreement or other matters which either party believes will contribute to the improvement in the relations between them within the framework of the Agreement. It is understood that such meetings shall not be for the purpose of handling grievances or conducting continuing collective bargaining negotiations, or for any purpose which in any way will modify, add to, or detract from the provisions of the Agreement. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all levels and with and between all employees covered by this Agreement and to find ways to overcome difficulties, influences or attitudes which interfere with such relationships.
- 4.03** Wherever in this Agreement reference is made to matters to be referred to a committee for recommendations, this committee will take such matters into its consideration.

- 4.04** Safety. This committee shall also be the means of handling problems when they arise concerning the safety of working conditions. Each of the parties recognize the importance of protecting the health, life and limb of employees, and the City will make every effort to improve conditions to promote health and safety among the City employees.
- 4.05** The committee or any employee may call to the attention of his/her supervisor the fact that certain equipment may be dangerous to use, and the supervisor shall have effective authority to remedy the situation by withdrawal of the equipment from use or arranging for its immediate repair. If the supervisor determines not to take the necessary steps to remedy the situation, he must notify the employee or committee of his decision within twelve (12) hours after the matter is brought to his attention, and the employee or committee may take the matter immediately to the Chief for his immediate investigation and determination. Any employee making a charge with respect to the safety of equipment shall have been expected to appropriately advise his supervisor of deficiency of the machine which caused it to be unsafe.
- 4.06** The committee shall be composed of two (2) members designated by the Union and two (2) members designated by the City. All recommendations with respect to safety shall be adopted by a majority of the committee. If the committee is unable to reach a majority decision on any questions of safety, the question shall be referred to the person or persons selected by a majority of the committee to decide the issue.
- 4.07** Minutes shall be kept of all meetings and shall be distributed to the City and the Union to the end that both the City and the employees will have an understanding of the deliberations of the committee.

ARTICLE 5

GRIEVANCE AND APPEALS PROCEDURE

- 5.01** A grievance is defined as a complaint by an employee or group of employees concerning the interpretation or application of the provisions of this Agreement or of rules or regulations governing personnel practices or conditions. Individual employees or groups of employees shall have the right to present grievances in person or through a formal representative. At any step in this procedure an employee may request that a formal representative be present.

Notwithstanding any other provision of this Article, any individual employee or group of employees shall have the right at any time to present grievances to the City and to have grievances adjusted without the intervention of a formal representative as long as the adjustment is not inconsistent with any terms of any settlement with the formal representative then in effect or with this Agreement; and provided that a formal representative has been given an opportunity to be present at such adjustment.

- 5.02** Any grievance filed under this Article shall be in writing, contain the alleged violation, specify the remedy requested, and be signed by the employee or a formal representative. Failure by an employee to comply with any time limitations shall constitute a withdrawal of the grievance. Failure of the City to comply with any time limitation shall constitute a settlement of the grievance in accordance with the requested remedy. It is agreed that all times may be extended by agreement of all parties. All references to days in this Article shall be construed as calendar days.
- 5.03** Both parties agree to encourage an employee to discuss his complaint within his chain-of-command. With fourteen (14) days after the event giving rise to the grievance, or fourteen (14) days after the employee should reasonably have learned of the event giving rise to the grievance, or fourteen (14) days from the last reoccurrence of the event if the event is a reoccurring event, the employee and/or his representative shall submit to the Chief or his designee a written grievance, which shall be known as Step I. The Chief or his designee shall meet with the employee and/or his representative, and within fourteen (14) days of the receipt of the notice submit an answer in writing.
- 5.04** If the employee disagrees with the decision of the Chief, he shall file within seven (7) days of the receipt of the notice from the Chief, or his designee, a written grievance with the City Commissioners, which shall be known as Step II. The Commissioners or their designee will meet with the employee, who may be accompanied by his representative, to discuss the grievance. Within fourteen (14) days of this meeting, the written decision will be submitted to the employee by the Commissioners.
- 5.05** If the employee disagrees with this decision, the employee and/or his representative may, within fourteen (14) days after receipt of the decision, initiate an appeal to the South Dakota Department of Labor, who shall conduct an investigation and hearing and shall issue an order covering the points listed, and shall order it be binding on the employee and the City in accordance with the provisions of Section 3-18-15.2, SDCL 1967, subject to either parties' right of appeal pursuant to SDCL 1-26.
- 5.06** A copy of all grievance settlements by the Chief or the Commissioner Chairman shall be furnished to the Business Representative.

Copies of all counseling memos shall be removed from an employee's personnel file after a period of less than one (1) year. Copies of any reprimand shall be removed from an employee's personnel file after a period of less than two (2) years.

ARTICLE 6

NO STRIKE OR LOCKOUT

- 6.01** The Union, on behalf of its membership, and the City agree that the protection of the public health, safety and welfare are of paramount importance for all parties. Therefore, during the life of this Agreement the Union will not condone, nor encourage, nor instigate any

work slowdowns, stoppages or strikes, which actions would be detrimental to the operations of the Police Department. The City agrees that it shall take no actions that could be defined as a lockout nor shall it discriminate against any employee for his actions as a member of the bargaining unit, provided such actions are not a violation of the law.

ARTICLE 7

SENIORITY

- 7.01** Both parties are in accord that, along with other considerations, seniority should be a factor in filling layoffs and recalls. All actions taken in these areas shall be taken with due consideration to ability, fitness, experience, qualifications, past performance and relative seniority. If all other considerations are relatively equal, seniority will prevail. If seniority is bypassed, the employee shall, upon request, be furnished with written reasons therefore, and such affected employee may process his complaint through the grievance procedures under this Agreement.
- 7.02** Seniority means the length of continuous service with the Police Department beginning with the latest date of hire with the City in the Police Department.
- 7.03** Probationary Employees. Any new personnel shall be considered probationary employees for the period of one (1) year.

The City, consistent with the needs of the Department, and if required by law, will as soon as possible after employment and without the loss of pay, send the employee to the First Law Enforcement Officers Standards Commission School to which he may be admitted. The City will pay all travel and subsistence in accordance with existing travel regulations.

During such probation period, employees shall have no seniority status and may be laid off or terminated in the sole discretion of the City without regard to their relative length of service. When an employee completes his probationary period as above defined, his seniority shall date back to his date of hire.

If a probationary officer is assigned to a regular officer and the latter, for valid reasons, requests the Chief (through the chain of command) that the probationary employee be terminated or transferred to another officer, such request will be given due consideration. In like manner, due consideration will be given to any request by a probationary employee to be transferred to a different trainer. In either instance, the Chief shall give a written reason to the respective officers as to why he denied the request.

- 7.04** The City will furnish the Union a list of the employees within the bargaining unit, showing the names of all employees in the order of their seniority ranking, within thirty (30) days after the effective date of this Agreement and a revised listing each twelve (12) months thereafter. Protests of errors in or omissions from seniority rosters must be made to the

City within sixty (60) days from the date of the first furnishing of the list or the list and all subsequent lists will be deemed correct for all purposes.

7.05 Seniority will be classified as follows:

A. All sworn personnel.

7.06 Termination of Seniority. Seniority and the employment relationship shall terminate when an employee:

- A. Resigns
- B. Is discharged for just cause
- C. Is retired
- D. Is absent for three (3) successive working days without notifying the City, unless he presents evidence to the satisfaction of the City that extenuating circumstances existed, and the City shall determine that a lesser discipline is appropriate. The Union shall be notified prior to the City invoking a lesser discipline and permitted an opportunity to present its position.
- E. Fails to report at the end of a leave of absence including Union service or military service.
- F. Fails to report for work after a layoff after being notified to return, unless such time is extended in writing by the City. The City shall notify in writing those employees who are to return to work after a layoff by mailing such notice by certified mail, return receipt requested, to the last address furnished to the City by the employee, or in writing, personally delivered. Any employee thus notified must, within ten (10) days after the receipt of such notification, advise the City whether he intends to return to work. Such notice shall be sent not more than ninety (90) days prior to the recall date. The periods mentioned previously in this paragraph shall commence on the date of mailing or date personally served. Each employee shall keep the City advised of his correct address.
- G. Is laid off for a continuous period of twenty-four (24) months, unless such time is extended in writing by the City and requested by the employee.
- H. Is absent beyond any paid leave for six (6) months because of a non-occupational illness or injury, unless such time is extended in writing by the City and requested by the employee, or unless the member is granted a personal leave under Article 22.
- I. Is absent beyond any paid leave for twelve (12) months because of an occupational illness or injury, unless such time is extended in writing by the City and requested by the employee.

7.07 Layoff. A layoff is the separation of any employee from the Department for lack of work, for lack of funds, or for reasons other than the acts or delinquencies of the employee. Probationary employees shall be laid off first, and then the criteria set forth in Section 7.01 shall be used for any additional layoffs.

Employees being laid off shall be given written notice, when circumstances permit, fourteen (14) calendar days in advance of such layoffs. The Business Agent shall also be

given written notice, when circumstances permit, of all layoffs in the bargaining unit fourteen (14) calendar days in advance of such layoffs.

Employees will be recalled to work as vacancies arise in the inverse order of their layoff.

The City will provide an additional severance pay benefit, that in the event there are layoffs, employees affected shall receive one (1) week of pay for every continuous year of service up to a maximum of twelve (12) weeks of pay.

- 7.08** When employees who, on account of their health or physical handicap, or who are partly incapacitated as a result of their employment with the City, are not able to continue to satisfactorily perform the work in the classification in which they were employed, such employees may on a temporary basis be transferred without posting, and within the City, where there is work available that they can perform at the pay rate of their job classification prior to the injury or disability.
- 7.09** The provisions of this Article are subject to the provisions of SDCL Chapter 3-3 relating to veterans' preference in employment.
- 7.10** Notice of Positions or Assignments. Except in cases of special investigative assignments, all new positions, temporary assignments exceeding three calendar months, and permanent positions within the sworn personnel classifications shall be offered to the employees in the sworn personnel classifications by posting notice for a minimum of five (5) consecutive days. Employees who desire the position shall sign the notice. Awarding of the position or assignment shall be consistent with Section 7.01.

Employees on paid leaves of absence shall be considered in awarding the assignment, and available employees on authorized unpaid leave shall be considered if they so notify the Chief.

- 7.11** Notice of Vacancies and Positions. The City shall post on department bulletin boards all vacancies and new positions with the City.

Vacancies or new positions that occur within the Police Department, other than probationary patrolman, shall be posted, and any eligible patrolman applying for said vacancy or opening should be given consideration for the position. Upon request of the employee, he shall be advised of the reasons why he was not selected for the position.

The position of probationary patrolman shall be posted and open to all applicants on an equal basis.

ARTICLE 8

HOURS OF WORK

- 8.01** Regular scheduled hours of work for all employees covered by this Agreement shall be forty (40) hours per week, per person, so arranged as to give twenty-four (24) hour service, seven (7) days a week. Work is to be scheduled so as to give eight (8) or ten (10) consecutive hours per day, per person, except for lunch and rest periods as otherwise provided for in this Agreement; and working days shall be five (5) or four (4) (on 10-hour shifts), consecutive days, with two (2) or three (3) (on 10 hours shifts), consecutive days off, unless by mutual agreement with employee involved or normal shift rotation. The day on which the employee's regular shift commences shall be considered the workday. Provided that the employee is ready, willing and able to perform the work to which he is assigned.
- 8.02** A regular schedule of hours and days of work for all employees shall be established and posted monthly. Schedules shall be made with the intent to provide, as near as possible and practical, equal distribution of days off and rotation of shifts. Any change in a regular schedule is to become effective no earlier than seven (7) days after the posting of such schedule change, except in the case of emergency, or sickness beyond the control of the City. ~~If the schedule is changed without a seven (7) day notice, all time worked in that period will be at one and one half (1-1/2) times the rate of pay.~~
- 8.03** Except in cases of illness or other causes satisfactory to the City, (a) no employee should refuse to work his regular days off; (b) no employee shall have the right to leave his duties until he has been relieved or released by his immediate supervisor; (c) no employee should refuse to come to work earlier than his regular starting time. In the event of the above circumstances, (a, b, and c), the employee shall be allowed to work his regular scheduled duty hours, and the excess hours shall be paid at the rate of time and one-half (1-1/2).
- Except in emergencies, on prior notice twenty-four (24) hours in advance to his supervisor, and with his consent, employees may occasionally trade time in their work.
- 8.04** The workweek shall be from 7:00 a.m. Sunday to 6:59 a.m. the following Sunday. These work periods shall be used for computation of pay for all work falling within the workweek.

ARTICLE 9

REST PERIODS, MEAL PERIODS, AND MILEAGE

- 9.01** All employees shall receive one (1) paid fifteen (15) minute rest period during each one-half (1/2) shift, except those employees in positions which require the uninterrupted presence of any employee, shall receive two (2) such rest periods per complete shift, but only when qualified relief is available and practicable. The City retains the right to

schedule employee's rest periods to fulfill the operation needs of the various work units. Rest periods may not be accumulated: If any employee does not receive a rest period because of operational requirement, such rest period may not be taken during a subsequent work shift.

- 9.02** All employees will be granted a lunch period. Whenever possible, the lunch period will be scheduled at the middle of the shift. Those not required to be at their post of duty shall have not less than thirty (30) minutes nor more than one (1) hour (which will be paid), in accordance with posted schedules. Those required to be at their post of duty by reason of operations will eat lunch as circumstances permit without deduction in pay for the lunch period.
- 9.03** Necessary Travel Expense. All travel and subsistence expense where authorized in-state or out-of-state travel is involved shall be governed by the City travel regulations.
- 9.04** Any upward adjustments of travel allowances in City travel regulations shall apply to the terms of the travel, subsistence, and meal allowance.

ARTICLE 10

UNIFORMS, POLICE EQUIPMENT

- 10.01** The City agrees that if any regular employee is required to wear any kind of uniform as a condition of his/her continued employment, the City shall furnish such uniform free of charge at the standard uniform required by the City. For the purposes of this Article, civilian clothing shall not be considered uniforms. That upon the effective date of this contract the City shall make a good faith attempt to secure a complete set of uniforms for all employees. Upon date of hire the City shall have the employee measured and orders placed for a complete uniform if said sizes are not in stock. The City may choose instead of providing uniforms, to pay each officer \$650.00 per year, providing the dollars are utilized for uniforms and not plain clothes attire.
- 10.02** The City shall reimburse the employee \$275.00 or actual value for glasses (not including contacts) or watches (including bands) broken, damaged, or lost while attempting or securing any arrest or apprehension. The maximum value for watches shall be \$75.00 or actual value, whichever is less. Loss must be reported to the supervisor prior to the termination of the employee's current shift and be included in the arrest or incident report; however, nothing in this Section shall be construed as prohibiting the Chief, in his discretion, from approving a reasonable amount for partial or total replacement of damaged contacts, provided the other requirements of this Section are met.
- 10.03** The Employer shall furnish, at no expense to the employee, police equipment and personal safety equipment, which it requires officers to use in connection with their official duties. Personal safety equipment shall be deemed to include; protective ballistic vests, chemical spray, ammunition, handcuffs, flashlight, portable radio, leather duty

belt, leather under belt, belt keepers, duty holster, cuff case, taser and taser holster to be determined by the City.

- 10.04** All items furnished shall remain the property of the City, shall be used only in connection with duties required by the City, and before replacement of any item, the employee shall return the issued article to the City before a replacement will be made.
- 10.05** The sufficiency of such furnishing by the City shall not be subject to the grievance procedures but shall be the subject of discussions in the Union-Management Committee.
- 10.06** In cases of gross negligence or improper use and care on the part of the employees, employees shall replace lost or damaged items at their own expense.
- 10.07** All issued items shall be returned to the City upon termination of employment prior to settlement of wages or other payments due.
- 10.08** The City shall pay a cell phone allowance of \$35.00 per pay period for each regular police employee. This allowance will be included in regular employee payroll checks and is a taxable allowance. Cell phones are the property of the employee.

ARTICLE 11

WORK RULES

- 11.01** Work Rules. Whenever the City shall adopt work rules governing operations of the various City work operations, they shall be posted on bulletin boards in the various departments and by delivery of a copy to the Union.
- 11.02** Any such rule adopted by the City shall be applied uniformly and without discrimination. The failure to adopt work rules shall not be regarded as authorizing employees to disregard general conditions of employment such as faithful performance of duties, timely observance of posted schedules of work and following legitimate directions of supervisors with respect to work to be performed.
- 11.03** Any dispute over the reasonableness of work rules shall be first submitted to the Committee of Union-Management Relations, and if not there resolved, shall be processed through the grievance procedures.
- 11.04** Liability Insurance. The City will provide, to the extent allowable by statute, and to the extent and amount provided under the City's insurance policies, insurance covering the liability of the City and employees occurring within the scope of any employee's duties.

ARTICLE 12

PHYSICAL EXAMINATIONS

- 12.01** Physical examinations for Sworn Officers. A reputable physician chosen by the employee may examine each employee through the insurance policy in place.

ARTICLE 13

MAINTAINING PROFICIENCY IN FIREARMS

- 13.01** All employees required by the City to use firearms as a part of their necessary duties shall not less than two (2) times a year, and as may be required by the City in addition thereto, be examined by qualified instructors and examiners to certify their continued proficiency. Any employee who fails to qualify at their first regular qualification shall then be rescheduled within fourteen (14) days in an attempt to qualify. If said employee again fails said qualification, that employee's schedule can be changed under the emergency provisions of Section 8.02, provided the City will furnish training and attempt to qualify within a seven (7) day period, the employee is then subject to their suspension under Section 13.02.
- 13.02** The parties recognize that it is necessary that continued good health and ability in the use of firearms is essential and that failure to pass adequate examinations in either field shall be grounds for suspension or termination until appropriate certificates from physicians or firearms examiners are obtained. If any employee is suspended or terminated under this section for failure to qualify with firearms, the City agrees that vacancy created by the suspension or termination shall not be filled for a period of three (3) months, and if the employee re-qualifies, the employee shall be reinstated with full seniority and rights.
- 13.03** In the event of suspension because of Section 13.02, the employee shall be considered under Section 7.09.

ARTICLE 14

VACATIONS

- 14.01** Beginning with the first day of your full-time employment you will begin to accrue vacation time. Annual vacations will be granted according to the following policy.

You will be eligible to use the vacation leave you have accumulated after one (1) year of employment.

14.02 Vacation for full-time employees is calculated in the following manner:

YEARS OF SERVICE	WEEKS OF VACATION
0 to 4	Two (2) weeks
5 to 9	Three (3) weeks
10 to 15	Four (4) weeks
16 and over	Five (5) weeks

14.03 The new rate of accumulation becomes effective during the month following the employee's anniversary date.

14.04 Vacation normally will be granted at the time requested. However, if the nature of the work makes it necessary to limit the number of employees on vacation at any one time, the employee with the greater seniority shall be given choice of vacation. Requests for leaves and requests for extensions of leave will considered on a case-by-case basis. All questions concerning leave should be directed to your supervisor.

14.05 In the event you leave the employ of the City for any reason, you shall receive vacation pay in the amount to which you have become eligible. In the event you were to die before taking accrued vacation, the full vacation pay due will be paid to the individual you have designated to receive any accrued wage due.

A. You may not waive vacation and draw double pay by working the time allowed.

14.06 All full time City of Deadwood employees will receive three (3) personal days per year. These days off shall be taken upon approval of the Department Supervisor with as much notice as possible. Personal days shall not be accrued from year to year.

LEAVE OF ABSENCE

14.07 If it is necessary, for personal reasons or reasons of health, for you to be absent from work for a period greater than three (3) consecutive days, for which sick leave, vacation, holiday or personal leave does not apply, you must apply for a leave of absence. Such a request must be submitted in writing and will then be acted upon by your supervisor. All requests for a medical leave must be accompanied by a medical note from the employee's physician. The City may request additional medical information as it deems necessary including, but not limited to, request for information concerning work restrictions, probable duration of leave and other related information. Your department head will consider any request for leave of absence, not to exceed six (6) months.

14.08 Persons failing to return from a leave of absence on the scheduled date will be considered to have voluntarily terminated.

- 14.09** Leaves of absence are not encouraged and will be considered only in unusual or emergency situations. Leaves of absence are unpaid.
- 14.10** An employee taking an authorized leave of absence may continue to receive credited service with the South Dakota Retirement System during such leave if both the employee and the employer contributions are made to the retirement system. In the event the employee is on authorized leave of absence without pay and wishes to maintain active status, the South Dakota Retirement System should be contacted.
- 14.11** An employee taking an authorized leave of absence with pay will continue to earn sick/vacation/holiday time during that time. If leave is without pay, such benefits do not accrue during the term of the leave.
- 14.12** The City will continue your healthcare coverage during the term of your leave but you will be responsible for the payment of the premiums, with approval from the insurance company. In addition, longevity will not accrue during a leave of absence.

ARTICLE 15

HOLIDAYS

- 15.01** The following holidays will be recognized and observed as holidays:

The City recognizes and observes the following "Observed Holidays:"

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Native American Day
Veterans' Day
Thanksgiving Day
Christmas Day

Any other holiday declared to be so by the Board of City Commissioners.

- 15.02** Whenever any of the foregoing holidays fall on Sunday, the Monday following shall be observed as the holiday, except for sworn personnel of this bargaining unit engaged in continuous operations who shall observe the actual day listed above.
- 15.03** Whenever any of the foregoing holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday except for sworn personnel of this bargaining unit engaged in continuous operation who shall observe the actual day listed above.

- 15.04** An employee (eligible under this Agreement) will receive eight (8) hours, or ten (10) hours for employees on a 4-10 work week, for each holiday recognized by the Agreement on which no work is performed; the pay rate shall be at one and one-half (1-1/2) times the regular rate. If work is performed on such recognized holiday, he shall be paid for all hours worked at two and one-half (2-1/2) times his regular rate of pay. If an employee is required to work more than their scheduled eight hours, or ten hours for employees on a 4-10 work week, then they shall continue to receive the holiday pay of two and one-half (2-1/2) times his regular rate of pay up to eight (8) hours or ten (10) hours. However, the employee may submit to the Chief or his designee a request to receive pay at one and one-half (1-1/2) times his regular pay, and in place of any holiday pay, may receive a day off with pay at a later date.
- 15.05** If a holiday, as herein defined, falls during the period of an employee's vacation or any other approved leave, he shall not be charged vacation time.

ARTICLE 16

SICK LEAVE

- 16.01** Full-time employees are eligible for paid sick leave.
- 16.02** For each day of authorized sick leave you shall be paid an amount equal to what you would have been paid if you had worked your regularly scheduled shift.
- 16.03** You shall be eligible for sick leave pay under the following conditions:
1. You have reported to your department head not later than thirty (30) minutes before your normal starting time, unless the circumstances make reporting impossible, or unless otherwise required. Notice of sick leave, which is foreseeable, must be given as soon as possible in advance.
 2. You have, when required by the department head, furnished a medical certificate or other competent evidence of the illness or accident.
- 16.04** The first of the following month after hire, you shall be credited with ten (10) hours of sick leave for each full month of service. Thereafter, you shall accumulate ten (10) hours of sick leave for each full month of service. An officer may accumulate up to the maximum of twelve hundred (1200) hours of sick leave.
- 16.05** Upon retirement or death, the City of Deadwood will pay twenty-five percent (25%) of the unused sick leave.
- 16.06** An employee may use accrued sick leave in situations of personal illness, pregnancy and related disabilities, exposure to contagious diseases, required eye and dental care, required medical examinations, or in-house counseling or treatment.

- 16.07** All regular, full-time employees must be employed for one full year before becoming eligible to utilize the sick bank. After completing one full year of service, the employee may contribute twenty (20) hours of sick leave to the bank. After the first year of service, and after the first twenty (20) hours have been contributed to the bank, the employee may contribute ten (10) hours of sick leave to the bank on an annual basis. Once the employee has donated for fifteen (15) years, contributions are no longer requested.

The bank may be used by an employee under the following conditions and only the employee who is ill or injured may use sick leave bank time:

1. All of the employee's earned leaves must be exhausted (sick leave, personal days, vacation time, comp-time, etc.).
2. A physician must certify the nature, extent and approximate duration of the illness or injury.
3. Past usage of sick leave benefits will be reviewed and taken into consideration.
4. An employee for any one occurrence may borrow no more than 240 hours.
5. The employee's Department Head must recommend the use of the sick leave bank to the City Commission.
6. A request for more than 240 hours to be used from the sick leave bank may be granted upon review by the City Commission.

ARTICLE 17

EMERGENCY LEAVE POLICY

- 17.01** The department head shall have the discretion to grant Personal Emergency Leave up to a maximum of eighty (80) hours per calendar year. All hours taken by you are deducted from your accumulated sick leave hours and can be used in the following manner.
- 17.02** You are permitted to use personal emergency leave for any of the following: death of a member of the immediate family, illness of a member of the immediate family, volunteer fire or police work, participation as an emergency rescue squad member, military reserve or National Guard member called to state active duty. In the event of active duty for military reserve or National Guard, you may use such leave to make up the difference in pay.

The immediate family is defined as your parent, spouse, spouse's parents, child, grandchild, grandparent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-child, step-parent or step-grandparent.

ARTICLE 18

TEMPORARY DUTY PLAN

- 18.01** The City of Deadwood and the bargaining unit agreed to the Plan. The parties recognize that there may be unanticipated problems requiring modification of this plan as needed upon mutual agreement. The purposes of this Temporary Duty Plan are to accommodate disabled employees, to encourage and facilitate their return to the normal job, and to minimize usage of sick leave.
- 18.02** For all injuries, illnesses, or disabilities, the affected employee may take leave, either paid or unpaid, as provided for in this Agreement. The employee shall contact the doctor upon such injury, illness or disability and obtain Temporary Duty information and provide job descriptions and analyses using forms developed and as may be modified upon mutual agreement.
- 18.03** When released by the employee's doctor to perform temporary duty as described in 7.09, the City shall offer work in the City, subject to work or a job being available which the employee is qualified to do, at the rate of pay of the employee's normal job classification. The employee shall accept or reject such offer within three (3) days unless additional time is necessary. If accepted, all paid leaves shall continue to accrue.
- 18.04** The duration of work performed under the conditions of this Plan shall be medically authorized and agreed to by the City in thirty (30) day increments for a period up to six (6) months. Time in excess of six (6) months may be medically authorized and agreed to by the City.
- 18.05** Should more than one employee be off due to such injury, illness or disability, seniority shall prevail in application of the Temporary Duty Plan, subject to the availability of the jobs.

ARTICLE 19

JURY DUTY

- 19.01** Any employee will be paid the difference between what the employee would have earned for each scheduled work day (excluding overtime) he cannot report for work which falls within the term of court for which he is called for jury service, and the remuneration the employee receives from the court for the jury service for the same period, if the latter is

lesser. The employee must furnish the City with a certified statement from the court setting forth the dates of jury service and the remuneration received therefore.

- 19.02** Employees called for jury service are expected to work full time when not actually in court or doing something in connection with such service. It is not intended by this Article that he/she shall receive pay unless he/she is necessarily absent on jury duty.

ARTICLE 20

MILITARY SERVICE

- 20.01** Subject to and consistent with SDCL 3-6-19, 1967, and the Veteran's Re-Employment Rights Act, any member of the bargaining unit who has served his probationary period and reports or performs duty in any branch of the Armed Forces of the United States, shall be entitled to reinstatement with the City, provided:

- A. He/she makes written application for reinstatement to the position held prior to or within ninety (90) days of his release from the service, or within ninety (90) days after a hospitalization.
- B. The position with the City still exists.
- C. The employee is capable of discharging the duties of the position.
- D. Separation from the Armed Forces was other than dishonorable.
- E. The employee shall not be entitled to pay during such leave.

- 20.02** Military Leave for Annual Duty. An employee who is a duly qualified member of the "Reserve Component of the Armed Forces", who is a member of the "Ready Reserve", who is a member of an organized unit, and who, in order to receive military training with the Armed Forces of the United States shall be entitled to a leave of absence and shall be returned to service, provided he/she is still able to perform the duties of his/her position, without loss of status, pay and seniority, provided that:

- A. He/she has requested a leave of absence for training duty.
- B. He/she has satisfactorily performed the requirements of the training prescribed.
- C. The employee must return to this City position immediately on being relieved from such military service and not later than the expiration of the time herein limited for such leave, unless he/she is prevented from so returning by physical or mental disability or other cause not due to his own fault, or is required by proper authority to continue in such military service beyond the time herein limited for such military leave.

- D. In case the military pay allowance is less than his/her normal wages; he/she shall be paid the difference by the City for each of the first fifteen (15) days in the calendar year lost because of such duty. Employees are encouraged to provide at least ten (10) days' notice prior to the time of departure for training duty.

ARTICLE 21

ON AND OFF DUTY COURT APPEARANCE LEAVE

- 21.01** If as a direct result of his/her employment by the City, an employee is required to report to a court hearing, inquest or other legal proceeding, the City will release him/her from work, if necessary, for such appearance. Pay for such appearance shall be according to the following:
- A. If time is lost from the employee's regular work assignment; the employee shall be paid for all time lost at his regular rate of pay.
 - B. The payments provided for in this Section shall be reduced by the amount of witness fees received, if any.
 - C. The payment shall be made only if the employee presents the verification of the time spent in such attendance and the amount of the witness fees received, if any; and further only if he/she notifies the immediate supervisor upon release.
 - D. If the appearance is required because the employee exceeded the scope of duties or performed unauthorized or illegal acts; no payment will be made.
- 21.02** In the event that an employee shall be under subpoena, required to appear on off-duty time and give testimony, either in court, by deposition, or other legal proceeding, all in relation to such matters directly relating to an employee's job, such employee shall be entitled to receive the rate of time and one-half (1-1/2) for all hours worked with a minimum of two (2) hours. When such court appearance occurs within two (2) hours of the beginning or end of an employee's regular shift, the two (2) hour minimum will not apply, and the employee will be paid time and one-half (1-1/2) for only those hours worked outside the regular shift.

ARTICLE 22

FAMILY MEDICAL LEAVE ACT

The City complies with the Family Medical Leave Act ("FMLA"), which is unpaid leave. Any FMLA leave shall, however, run concurrent with any paid or other unpaid leave time, meaning

you must use any available paid leave for any FMLA leave. The City applies the following 12-month leave cycle: Eligible employees are entitled to a total of 12 weeks during a rolling 12-month period. This period is measured backwards from the date of hire. The city applies the following leave cycle: January 1-December 31. A week is defined as average number of hours worked in the employee's typical workweek. FMLA leave forms are available from the Finance Office and FMLA must be authorized by the Finance Office. If you are requesting leave for a serious health condition, whenever possible the medical certification from your healthcare provider should be supplied before leave begins.

Further, the City, at no expense to you, may require an examination by a second health care provider designated by the City except in the case of military leave. If the second health care provider's opinion conflicts with the original medical certification, the City, at no expense to you, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The City may require a subsequent medical recertification. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided, and/or may subject you to discipline up to and including termination for taking unauthorized leave or excessive absenteeism. We can also contact this health care provider to clarify information on the medical certification, but you must sign the appropriate authorization form for such contact.

While on Leave

If you take leave because of your own serious health condition or to care for a covered relation, you should contact the finance officer on the "first and third Tuesday" of each month regarding the status of the condition and your intention to return to work to see how you are progressing and so that we are up-to-date on any new developments. In addition, you must give notice to the finance officer as soon as practicable (within three (3) business days, if feasible) if the dates of leave change, are extended or initially were unknown.

Intermittent and Reduced Scheduled Leave

Leave because of a serious health condition or military leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work each workday) if medically necessary. You will receive your current rate of pay for hours worked and time spent working will not count against your available FMLA leave. In addition, while you are on an intermittent or reduced schedule leave, the City may temporarily transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

Medical and Other Benefits

During an approved FMLA leave, the City will maintain your health and other benefits as if you continued to be actively employed. However, you must continue to pay your portion, if any, of the group health plan premiums or your benefits may be cancelled. In order to accrue benefits such as Paid Time Off (PTO)/Vacation or Sick Bank, an employee must be working, using PTO/Vacation, Sick Bank, or holiday hours to equal at least fifty percent (50%) of their regularly scheduled time for the pay period. If you return

to work owing any employer-made contributions to your insurance premiums to maintain coverage during your leave, you will be required to reimburse the City through payroll deduction immediately upon return. If you elect not to return to work at the end of the leave period, you will be required to reimburse the City for contributions to the health insurance premiums made to maintain coverage during your leave, unless you cannot return to work because of a serious health condition or because of other circumstances beyond your control.

Returning from Leave

When you are able to return to work following a leave because of your own serious health condition, you should attempt to give the City at least one week's notice by mailing or faxing to the finance officer a medical certification stating that you are able to resume work. However, you should make sure that the City receives this notice no later than two business days before your return to work at the conclusion of your leave. If your FMLA leave resulted from a workers' compensation injury, your health care provider may send an updated medical work status form to the finance officer as soon as your return to work date is known, even if less than two business days before your return to work.

ARTICLE 23

GROUP INSURANCE AND RETIREMENT PLAN

- 23.01** The City agrees to pay **the total single rate for all employees including the August 1, 2018 premium increase. The employees on the family, spouse and children plans will cost-share at the same amount they paid in 2017 and 2018 as listed below, and 50% of the Group Dental Insurance Plan** for each participating employee and eligible dependents (spouse and children only).

Family - \$560.28 annually

Employee/Spouse - \$283.80 annually

Employee/Children - \$241.92 annually

- 23.02** The insurance coverage shall be maintained at not less than those in effect from **August 1, 2018 through July 31, 2019** unless mutually agreed to in writing between the parties.
- 23.03** After consulting the Union, the City may make reasonable adjustments to the health insurance plan in order to manage the policy and control premium increases.
- 23.04** Employees who duly qualify for the retirement plan which is known as the South Dakota Retirement System shall be entitled to participate in said plan in accordance with the terms, conditions and limitations of said plan.
- 23.05** If the employee is absent from work because of illness or injury related to employment, the Employer shall continue to pay for the insurance benefits for as long as the employee has paid leave. If the employee is absent because of illness or injury related to

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 \$20.73 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.

ARTICLE 25

OVERTIME AND PREMIUM PAY

25.01 One and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

A. All work performed in excess of forty (40) hours in any one week except:

1. Where time is lost during the workweek by reason of an unexcused absence.
2. Where the excess hours result from employees trading shifts or hours.

B. All work performed in excess of forty (40) hours in any workweek. Holidays not worked shall count toward computation of overtime unless falling on a regularly scheduled day off.

C. Notwithstanding the above, employees shall have the option of taking the time off. In lieu of, receiving pay for said hours, provided that the hours are taken off within those employee's work cycle.

25.02 Overtime shall not be paid twice for the same hours, nor shall there be duplication or pyramiding premium pay. There shall be no payments of overtime for hours not worked.

25.03 Overtime will not be allowed without the approval of the department head or his designated representative, and where overtime is allowed, it shall be distributed as equitable as practical among employees in the same job classification within a specific work unit.

25.04 The policy of the City with respect to the distribution of overtime is:

A. City Responsibility. It shall be the responsibility of the City to determine in each instance if overtime work is required and, if so, how many employees will be required to perform the work.

B. Division of Overtime Work. Overtime work will be distributed as equitable as is reasonably practical among employees normally engaged in the classification involved. It is understood that this section does not assume that each employee sharing overtime with a particular classification will at any given time have received the same number of overtime hours, but merely expressed the fundamental policy of the City to keep such overtime as nearly in balance from time to time as practical under the circumstances.

ARTICLE 26

CALL BACK, REPORTING AND STANDBY PAY

- 26.01** In the event that an employee reports for work on his regular shift without previously having been notified not to report, he shall be given four (4) hours pay at his regular straight time hourly rate; except that if work is unavailable as the result of causes beyond the control of the City, the City shall not be so obligated. It is understood that if the City cannot use an employee in his regular capacity, it may avail itself of his services for the period above mentioned in any capacity. Employees shall keep the City advised at all times of their addresses and telephone numbers where they may be notified.
- 26.02** Any employee who is called in to work outside of his regular shift or schedule shall receive overtime for all such hours and be guaranteed at least two (2) hours work or two (2) hours pay at the rate of time and one-half (1-1/2) his regular rate of pay.

ARTICLE 27

DISCHARGE

- 27.01** All employees shall be afforded a reasonable opportunity to have a Union representative present at all inter-departmental interviews of a non-criminal matter or criminal matter, from which discipline may result; and to be treated fairly and with the same consideration as any other person under the laws of the United States and the State of South Dakota. This Section shall not preclude the Chief or his designee from relieving any employee from duty; provided, however, that in the event it shall later be determined under this Agreement that such a suspension or discharge was without just cause, such employee will be paid his regular pay.
- 27.02** In all cases of discharge or disciplinary suspension, an informal timely hearing shall be held, during which an employee or his representative may offer evidence and arguments on his behalf. The results of the hearing will be reduced to writing and furnished to the employee and his or her representative.
- 27.03** If the employee desires further proceedings, the decision may be appealed in accordance with the regular grievance procedure, but all times specified therein shall be reduced one-half (1/2) the number of days.

- 27.04** If it is decided under the grievance procedure that the employee was discharged or disciplined without just cause, he shall be reinstated to his former position without loss of seniority and pay, less any unemployment compensation payments received.
- 27.05** Any employee covered by this Agreement may, in the presence of his supervisor, review his personnel files for the purpose of reviewing all information therein contained. In the event that any employee shall be dissatisfied or aggrieved by any information therein contained, he shall submit a written request to the Chief for a joint conference with the Chief and the supervisor, which shall take place within ten (10) days, all for the purpose of modifying or correcting any information which is in the file.
- 27.06** The employee may contest the facts of such information through Article 5.
- 27.07** In all cases of written disciplinary action, the employee and the Union shall be advised in writing of the action without undue delay.

ARTICLE 28

SAVINGS CLAUSE

- 28.01** If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of South Dakota, such provision shall be superseded by the appropriate provisions of such law or regulation, so long as the same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect. If the parties are unable to agree as to whether or not any provision hereof is in contravention of any such laws regulations, the provisions hereof involved shall remain in effect until the dispute is settled by the court or other authority having jurisdiction in the matter. The terms and conditions of this Agreement shall supersede City ordinances, resolutions, policies and procedures, wherein there is a conflict with the terms of this Agreement.

ARTICLE 29

POLICE RESERVE PROGRAM

- 29.01** The parties recognize that it is desirable to encourage the development of a police reserve force, both as source of future employees and as a reserve in case of emergency.
- 29.02** Each of the parties recognizes that service in the reserve is voluntary as to time of service and as to compensation. The reserve force may be used as a supplement to, not a replacement of, full time employees. They also agree that no reserve employee shall carry guns in the course of his voluntary appearances, unless the department head has approved the gun and the reserve has been trained in accordance with the Department regulations for all employees.

- 29.03** The Department will post and maintain a current list of the reserve force.
- 29.04** Whenever a member of the reserve force is allowed to work any assignment with the police department, the work will be performed under the direction of a fulltime employee, except in an emergency. In events where traffic or crowd control is needed, such as parades or dignitary protection, several reserve employees may be under the direction of one or more full time employees of the police department.
- 29.05** Even though a member of the reserve force may arrive at a level of ability after training and experience where he might function without the direction of a full time employee, at no time shall a reserve officer be used to replace a full time officer on shift or on special assignments.

ARTICLE 30

MISCELLANEOUS PROVISIONS

- 30.01** OFF-DUTY RIGHTS AND RESPONSIBILITY: Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, any action taken by a member of the force on his time off, which action would have been taken by an officer on active duty if present or available, provided an emergency exists which would constitute a felony violation or potential felony violation or incident which could involve bodily injury, shall be considered police action, and the employee shall have all of the rights and benefits concerning such action as if he were then on active duty.
- 30.02** The City currently has coverage with the South Dakota Public Assurance Alliance, which provides coverage for police officers while acting on behalf of the City of Deadwood within the scope of their employment, which coverage provides legal counsel and defense for the employees and payment of claims and/or judgments against the City or the employee.

The City will provide the bargaining unit with a copy of the current Legal Defense and Claims Payment Agreement applying to law enforcement liability. The City agrees to keep such coverage in effect for the remaining policy term. City further agrees, to the extent that such coverage is available, not to delete any coverage in the current agreement. City further agrees to give the bargaining unit notice at least 30 days in advance if the City elects to provide insurance other than through the South Dakota Public Assurance Alliance.

ARTICLE 31

DURATION OF AGREEMENT

- 31.01** Except as specifically provided otherwise, the provisions of this agreement shall be in full force and effect from **January 1, 2019, through and including, December 31, 2021**, and shall continue from year to year until and unless a successor agreement is entered into by the parties. Negotiations for a successor agreement shall occur if either party gives written notice of a desire to enter into negotiations.

The parties agree to reopen negotiations for salary and insurance in each the second and third years of this agreement. The parties will endeavor to commence and conclude such limited negotiations in sufficient time for the City to consider amendments to this agreement in advance of adoption of its budgets for the **2020 and 2021** calendar years.

- 31.02** Notification of intent to negotiate this Agreement shall be as follows:

STEP 1: On or before May 1 – written notice to other party of intent to negotiate.
STEP 2: May 15 – submission of Union proposals.
STEP 3: June 1 – City responds and/or submits its initial proposals.
STEP 4: Negotiations commence on June 15 or thereafter if mutually agreed.

IN WITNESS WHEREOF, the parties hereto set their hands and seals by their respective officers duly authorized to do so this _____ day of _____, 2018.

EMPLOYER:

City of Deadwood

UNION:

Teamsters Local Union NO. 120

Signature **Date**

President **Date**

Print Title

Business Agent **Date**

Signature **Date**

Print Title

NuStep, LLC
5111 Venture Dr., Suite 1
Ann Arbor, MI 48108
USA



Transforming Lives®

11-19-18

Phone: 800-322-2209
Fax: 734-769-8180
ewood@nustep.onmicrosoft.com
www.nustep.com

Customer No: 95552

Quote Number:
QUO-64873-F9H9N3

Quote

Page 1 of 1

Sold To:

Deadwood Recreation Center
105 Sherman St
Deadwood, SD 57732

Ship To:

John Tridle
Deadwood Recreation Center
105 Sherman St
Deadwood, SD 57732

Phone: 605-578-3729
Email: john@cityofdeadwood.com

QTY.	Description	Price Per Unit	Adjustment	Extended Amount
1 EA	05003-HB - T5XRW Recumbent Cross Trainer With Oversized Seat	\$6,195.00	\$0.00	\$6,195.00

Shipping Type Quoted: DTD w/Liftgate
FOB: Destination, PPD & Add

Line Total: \$6,195.00
Shipping/Handling Total: \$399.00
Total Amount: \$6,594.00

Quote Total: \$6,594.00

Expires: 2/14/2019

To place an order for the items above, please fax or email us an approved purchased order at your earliest convenience. If your facility/company does not use purchase orders, this document can be used as a contract by signing below and returning to us. Please take a moment to verify the addresses and items above, and review the following terms:

Terms are: NET 30 from ship date. If payment is more than 15 days past due, a late fee of \$35 and interest in the amount of 1.5% per month will be charged (or the maximum allowed under applicable law). Failure to pay will void all product warranties. Non-sufficient funds (NSF) fee is \$35.

Sales tax may be applied at the time of invoicing. If you are tax exempt, please provide a tax exempt certificate with your order.

X

Customer Signature

Print Name

Date

X

Elizabeth Wood

11/14/2018

NuStep, Inc. Active Living Consultant
Signature

Name

Date



11-19-18
67

**RESOLUTION NO. 2018-28
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following be declared surplus, accept sealed bids until 2:00 p.m. on December 13, 2018. Bids will be publicly opened at 2:00 p.m. in the Commission Chambers at City Hall 102 Sherman Street, Deadwood, SD with results presented to the City Commission on December 17, 2018 at 5:00 p.m.

**1992 Chevy Pickup - VIN# 1GCFK24HXNZ184740
1996 Dodge Ram 2500 – VIN# 1B7KF26Z2TJ194425
2005 Dodge Durango – VIN# 1D4HB38N15F579263
2008 Dodge Durango – VIN# 1D8HB38NX8F139724
Pettibone Crane– Model #15B1WF (15,000 lb. capacity)**

Dated this 19th day of November, 2018.

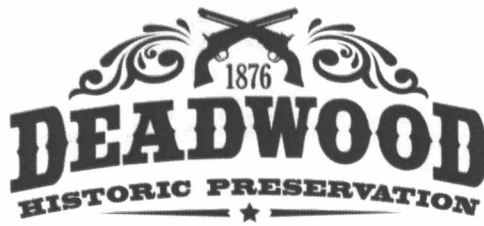
CITY OF DEADWOOD

ATTEST:

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

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



"The Historic City of the Black Hills"

11-19-18
60

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

MEMORANDUM

Date: November 15, 2018
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Purchase Tablets for HP Commission Meetings

Historic Preservation Staff has been researching the idea of going paperless for the Historic Preservation Commission meeting packets. On average the number of pages used in a year for preparing the agenda packets is 20,000. The yearly cost of paper is over \$200, copier toner exceeds \$1,600 and staff time to put the packets together is estimated at \$2,400 for a total yearly cost of \$4,200.

In an effort to reduce the amount of paper being used for these packets and the additional costs involved, staff has been researching the use of tablets for Historic Preservation Commission meetings. The cost of the tables would be \$4,700 to purchase ten tablets at an average cost of \$461 each including accessories such as charger, screen protector, case, memory card and stylus pen. Purchasing these would be a one-time expense versus a yearly expense reducing our yearly budget. We have the ability to absorb this cost in the 2018 budget under the office expenditure line item.

Historic Preservation Commission recommends the purchase of tablets to be used for the Historic Preservation Commission meetings not to exceed \$4,700 to come out of the HP Supply Line Item.

Recommended Motion

Move to approve the purchase of tablets to be used for the Historic Preservation Commission Meetings not to exceed \$4,700 to come out of the HP Supply Line Item.

Ronda Morrison

11-19-18 6Q

From: Ron Green
Sent: Wednesday, November 07, 2018 8:14 AM
To: Bruce Outka; Mike Stahl; dmrenner@hotmail.com
Cc: Ronda Morrison; Heather Anderson
Subject: FW: Adams Salvage Recycling & Recovery LLC - Renewal Info
Attachments: CSU.pdf; ATT00001.htm; QUOTE_LETTER_220653848_4cc44c97-7818-498e-92d4-3c070e9b08cf.pdf; ATT00002.htm; Invoice.pdf; ATT00003.htm

All,
See attached for insurance quote for Adams Salvage at the Rubble Site.
As per contract the Cities and County will reimburse Adams for this cost.
The premium cost is \$11,477.01 for 2019.

The cost for each of the entities is as follows:

Lead	31.25%	\$3,586.00
Deadwood	31.25%	X \$3,586.00
Lawrence Co.	31.25%	\$3,586.00
Central City	3.62%	\$719.01

Total	100%	\$11,477.01
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Please make payment ASAP directly to:

Adams Salvage, Recycling and Recovery LLC.
PO Box 544
Deadwood, SD 57732

From: Heather Anderson [mailto:AdamsSalvage@hotmail.com]
Sent: Tuesday, November 6, 2018 5:21 PM
To: MikeS@cityoflead.com; Ron Green <Ron.Green@cityofdeadwood.com>
Subject: Fwd: Adams Salvage Recycling & Recovery LLC - Renewal Info

Sent from my iPhone

Begin forwarded message:

From: "Gillis, Nachole" <Nachole.Gillis@marshmma.com>
Date: November 6, 2018 at 3:14:53 PM MST
To: "adamssalvage@hotmail.com" <adamssalvage@hotmail.com>
Subject: FW: Adams Salvage Recycling & Recovery LLC - Renewal Info

Hi Heather,

Attached please find the updated quote proposal without terrorism coverage along with the invoice.



MARSH & MCLENNAN
AGENCY

INVOICE

November 6, 2018

Howalt+McDowell Insurance,
a Marsh and McLennan Agency, LLC company
300 N. Cherapa Place, Suite 601
P.O. Box 5113
Sioux Falls, SD 57117-5113
(605)339-3874
1-800-584-7054
www.howaltmcdowell.com

Agent: Nachole L. Gillis, CISR

To: Adams Salvage Recycling & Recovery LLC
PO Box 544
Deadwood, SD 57732

Insurance Company, Number & Term	Type of Insurance	Premium Due
Cincinnati Specialty Underwriters Pending 12/01/2018 to 12/01/2019	General Liability Renewal	\$11,477.01

TOTAL: \$11,477.01

Please make check payable to: Howalt+McDowell Insurance



Howalt+McDowell Insurance

The Cincinnati Specialty Underwriters Insurance Company

A.M. Best #: 013843 NAIC #: 13037 FEIN #: 651316588

Mailing Address

P.O. Box 145496
Cincinnati, OH 45250-5496
United States

Web: www.cinfin.com

Phone: 513-870-2000

Fax: 513-603-5500



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

Based on A.M. Best's analysis, 058704 - Cincinnati Financial Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure.

Best's Credit Ratings

Financial Strength Rating

Rating:	A+ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	January 31, 2018
Initial Rating Date:	December 21, 2007

Long-Term Issuer Credit Rating

Long-Term:	aa-
Outlook:	Positive
Action:	Affirmed
Effective Date:	January 31, 2018
Initial Rating Date:	December 21, 2007

BEST'S FINANCIAL STRENGTH RATING GUIDE – (FSR)

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

*Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".

FSR Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurance companies that are publicly placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal ongoing insurance operations; an impaired insurer.
F	Status assigned to insurance companies that are publicly placed in liquidation by a court of law or by a forced liquidation; an impaired insurer.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AMBRS.

Rating Disclosure: Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance and business profile or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AMBRS) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AMBRS.

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Version 090116



CSU Producer Resources, Inc.

A subsidiary of Cincinnati Financial Corporation
P.O. Box 145496, Cincinnati, OH 45250-5496
513-870-2000

Date: 11/06/2018

To: Howalt+McDowell Ins, a Marsh & McLennan Agency LLC
300 Cherapa Pl Ste 601
Sioux Falls SD 57103-2277

40-002

From: Nancy Van Dyke

RE: Adams Salvage Recycling & Recovery LLC

Quote number: 220653848

QUOTATION

We are pleased to present a quote for this risk. This quote is based on the information you submitted, however the terms and conditions may differ from what was requested. Please review carefully.

Coverage to be provided by The Cincinnati Specialty Underwriters Insurance Company, an approved non-admitted company.

Proposed Policy Period: From: 12/01/2018 To: 12/01/2019

Quote Expiration: 12/01/2018

Description of Operations: Management of Garbage Dump

Coverage:

General Liability - OCCURRENCE

Retroactive Date: NONE

Limits of Insurance	
Each Occurrence	\$ 1,000,000
Damage to Premises Rented to You	\$ 100,000
Medical Expense	Excluded
Each Offense – Personal & Advertising Injury	\$ 1,000,000
General Aggregate other than Completed Operations	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000

Deductible	Per Claim	Per Occurrence
Bodily Injury	Not Applicable	Not Applicable
Property Damage	Not Applicable	Not Applicable
Combined BI and PD	\$ 1,000	Not Applicable

Payment Options: CSU offers both Agency Bill and Direct Bill payment methods. Listed below are the payment methods available to the insured.

Re: Adams Salvage Recycling & Recovery LLC

Agency Bill:

Premium:	
CGL Deposit Premium	\$ 11,028.00
Flat Premium	\$ 150.00
Terrorism Risk Insurance Act	\$ Excluded
Surplus Lines Tax	\$ 279.45
Stamping Fee	\$ N/A
Other Taxes or Fees	\$ N/A
Clearinghouse Fee	\$ 19.56
TOTAL	\$ 11,477.01

Direct Bill:

	Annual	Semi-Annual	Quarterly	25%/9
CGL Deposit Premium	\$ 11,028.00	\$ 11,363.00	\$ 11,587.00	\$ 11,922.00
Flat Premium	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
Terrorism Risk Insurance Act	\$ Excluded	\$ Excluded	\$ Excluded	\$ Excluded
Surplus Lines Tax	\$ 279.45	\$ 287.83	\$ 293.43	\$ 301.80
Stamping Fee	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Other Taxes or Fees	\$ 19.56	\$ 20.15	\$ 20.54	\$ 21.12
TOTAL	\$ 11,477.01	\$ 11,820.98	\$ 12,050.97	\$ 12,394.92

Down-Payment*	\$ 11,477.01	\$ 6,139.48	\$ 3,360.72	\$ 3,453.42
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*Down-Payment includes any fully earned or flat premiums, Broker Fee (where applicable), and all Surplus Lines Tax and other state specific taxes or fees. Depending on the bind request date or length of the policy term, the down-payment may include premiums from subsequent installments.

Provisions applicable to premium:

- A. Premium is subject to annual audit:** ☐ Yes ☒ No
- B. Agency Bill Payment Terms:** Premium is payable in full on the 15th of the month following the statement month. If payment is not received by the 15th of the month following the statement month, coverage will be cancelled and may not be reinstated or may not be reinstated at the same terms and conditions. If premium is financed and the finance company requests the company to cancel coverage, the company will honor that request. If the finance company subsequently requests the company to reinstate coverage, the company, at its sole discretion, may not reinstate coverage or may reinstate coverage with a gap in coverage terms or conditions.
- C. Direct Bill Payment Terms:** Payor is responsible for submitting the down-payment and any subsequent installment reflected on the billing invoice within 22 days from the invoice date. Subsequent installments are subject to change based on policy changes and/or billing charges. Please refer to Billing Invoice for future installments.
- D. Direct Bill Billing Charge:** The following billing charges vary by state and may apply up to \$25 per infraction: Non-Sufficient Funds (NSF) Charge, Rescission Charge, and/or Late Charge. Please refer to the Disclosure of Direct Bill Charges form included with your invoice for more information.
- E. Minimum Earned Premium at Inception:** 25 %
Minimum earned premium is the minimum amount to be retained as premium if coverage is cancelled at the insured's request after coverage is bound with the company.
- F. Minimum Premium** is the lowest amount to be retained for the policy period. Minimum premium is equal to 100% of the deposit premium.
- G. Flat Premium:** Any premium shown as a flat is fully earned and is not subject to the minimum earned premium.

Forms and Endorsements:

Refer to Forms and Endorsements Schedule CSIA406

Standard Terms and Conditions:

1. In compliance with TRIA, a signed disclosure statement and coverage selection form is required at the time coverage is bound.
2. Please advise if coverage is desired. Coverage is not bound until issuance of a policy number by the company.
3. Commission: 15 %

Additional Terms and Conditions and Remarks:

Authority to Issue Certificates of Insurance:

After coverage is bound with our prior approval, you may issue **unmodified** ACORD Certificates of Insurance with an accurate representation of the coverage form and endorsements applicable to the policy at the time you issue the Certificate. No modification to the ACORD Certificate of Insurance is allowed without prior written approval from the company.

Certificates of insurance must not contain any language that requires notice to the certificate holder upon cancellation unless the notice is specifically provided for in the policy.

Certificates of Insurance do not amend, extend or alter policy coverage, terms or conditions in any manner. Changes to the policy are permitted only with prior written approval by the company.

DISCLOSURE NOTICE OF TERRORISM INSURANCE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act.

Certified Act of Terrorism

As defined in Section 102(1) of the Act, the term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for acts of terrorism certified under that Act.

The portion of your premium attributable to coverage for acts of terrorism certified under the Act is Excluded plus applicable taxes and fees. This amount does not include any charges for the portion of losses covered by the United States government.

REJECTION OF TERRORISM INSURANCE COVERAGE

You may choose to reject this offer of coverage for losses resulting from acts of terrorism as defined in the Act by signing the statement below and returning it to your insurance producer.

Coverage Rejection - I hereby reject the offer to purchase coverage for certified acts of terrorism as defined in the Act. I understand that I will have no coverage for losses resulting from such acts of terrorism.

Authorized Signature by Applicant

Date

Print Name

Named Insured

The Cincinnati Specialty Underwriters Insurance Company Policy Number

Forms and Endorsements Schedule

POLICY NUMBER: CSU0077463

POLICY EFFECTIVE DATE: 12/01/2018

NAMED INSURED: Adams Salvage Recycling & Recovery LLC

FORMS APPLICABLE

Forms Applicable - Common Forms

CSIA501 (07/14) Common Policy Declarations
CSIA409 (01/08) Named Insured Schedule
CSIA410 (03/08) Notice to Policyholders
CSIA448 (01/15) Policyholder Notice Terrorism Insurance Coverage
CSIA404 (08/07) Service of Suit
CSIA403 (08/07) Special Provisions - Premium
CSIA300 (01/15) Exclusion Of Certified Acts And Other Acts Of Terrorism

Forms Applicable - Commercial General Liability

CSGA501 (04/08) Commercial General Liability Coverage Part Declarations
CSGA403 (10/07) Liability Premises Schedule
CSGA408 (04/08) Commercial General Liability Classification and Premium Schedule
CG0001TOC (04/13) Commercial General Liability Coverage Form Table of Contents
CG0001 (04/13) Commercial General Liability Coverage Form
CSGA401TOC (02/13) Changes to Commercial General Liability Coverage Form Table of Contents
CSGA401 (02/13) Changes to Commercial General Liability Coverage Form
IL0017 (11/98) Common Policy Conditions
CG0144 (10/11) South Dakota Changes
CG2426 (04/13) Amendment of Insured Contract Definition
CG2150 (04/13) Amendment of Liquor Liability Exclusion
IL0003 (09/08) Calculation of Premium
CG2196 (03/05) Silica Or Silica-Related Dust Exclusion
CG2149 (09/99) Total Pollution Exclusion Endorsement

Forms and Endorsements Schedule

POLICY NUMBER: CSU0077463

POLICY EFFECTIVE DATE: 12/01/2018

NAMED INSURED: Adams Salvage Recycling & Recovery LLC

FORMS APPLICABLE

Forms Applicable - Commercial General Liability

CG2147 (12/07)	Employment-Related Practices Exclusion
CSGA418 (06/08)	Amendment of Pollutants Definition
CSGA364 (06/08)	Exclusion - Coverage C - Medical Payments
CSGA361 (06/08)	Exclusion - Fungi or Bacteria
CSGA439 (11/08)	Amendment of Duties in the Event of Occurrence Offense Claim or Suit Condition
IL0021 (09/08)	Nuclear Energy Liability Exclusion Endorsement
CSLL348 (01/08)	Limitation - No Stacking of Limits of Insurance
CSGA306 (01/08)	Exclusion - Communicable Disease, Contagious Disease or Infectious Disease
CSGA371 (12/08)	Exclusion-Metal Gas
CG2011 (04/13)	Additional Insured - Managers or Lessors of Premises
CG2011 (04/13)	Additional Insured - Managers or Lessors of Premises
CG2011 (04/13)	Additional Insured - Managers or Lessors of Premises
CSGA333 (01/08)	Limitation of Coverage to Scheduled Classifications Only
CG2107 (05/14)	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability
CSGA3010 (03/16)	EXCLUSION - ALL-TERRAIN VEHICLES UTILITY TERRAIN VEHICLES SNOWMOBILES OR OTHER RECREATIONAL OFF-ROAD
CG0300 (01/96)	Deductible Liability Insurance



CYBER LIABILITY QUOTE ESTIMATE

Date:

To: Adams Salvage Recycling & Recovery LLC
PO BOX 544
DEADWOOD SD 57732

QUOTATION

CSU offers three Cyber products: Data Defender, Network Defender and Cyber Defense. Data Defender and Network Defender can be purchased separately or together. The quote(s) cannot be bound without prior company approval. Final pricing is subject to a favorable Cyber Liability Application, CSHC002. Please contact your C-SUPR underwriter for more information on these products.

1. DATA DEFENDER

Provides first party coverage for specified expenses arising from a "personal data compromise" involving "personally identifying information" of "affected individuals."

"Affected individuals" may be customers, clients, members, directors or employees of the insured entity.

Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Response Expenses	\$50,000	\$1,000	\$125
Defense and Liability	\$50,000	\$1,000	\$47
Identity Recovery	\$25,000	\$250	\$14
Total Data Defender Premium for \$50,000 Annual Aggregate Limit			\$ **186

2. NETWORK DEFENDER

Provides third party coverage for the breach of business information, unintended propagation and forwarding of malware and unintended abetting of a denial of service attack.

Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Computer Attack	\$100,000	\$1,000	\$141
Network Security	\$100,000	\$1,000	\$
Total Network Defender Premium for \$100,000 Annual Aggregate Limit			\$ **

3. CYBER DEFENSE

Cyber defense comprises seven components, including first and third party coverages. This robust cyber option offers higher limits and broad coverage and requires individual underwriting. Please consult your C-SUPR underwriter for additional details. To receive a quote, please complete supplemental application CSHC004.

** Note: applicable taxes, terrorism and \$35 broker fee will be added to the final policy.

CSIA 460 07 17

Commercial General Liability Premises Schedule

POLICY NUMBER: CSU0077463

POLICY EFFECTIVE DATE: 12/01/2018

☒ if Supplemental
Declarations Is Attached

NAMED INSURED: Adams Salvage Recycling & Recovery LLC

LOC.

ADDRESS

1 NE 1/4 of SEC & W 1/2 of Sec 14, T4N
LEAD SD 57754

Commercial General Liability Classification and Premium Schedule

POLICY NUMBER: CSU0077463

POLICY EFFECTIVE DATE: 12/01/2018

NAMED INSURED: Adams Salvage Recycling & Recovery LLC

LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE A - Area B - Payroll S - Gross Sales U - Units	RATE		DEPOSIT PREMIUM	
				Premises Operations and All Other	Products/ Completed Operations	Premises Operations and All Other	Products/ Completed Operations
1	Garbage or Refuse Dumps	43945	U, 12	919.000	.000	\$11,028	
	CG2011-Additional Insured - Managers Or Lessors Of Premises					\$50	Flat
	CG2011-Additional Insured - Managers Or Lessors Of Premises					\$50	Flat
	CG2011-Additional Insured - Managers Or Lessors Of Premises					\$50	Flat

11-19-18
8A

**NOTICE OF PUBLIC HEARING
STREET CLOSURE, OPEN CONTAINER, WAIVER OF VENDING
FOR 3 WHEELER MOTORCYCLE RALLY EVENT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held November 19, 2018 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure:

Saturday July 13, 2019: Main Street closure from Tin Lizzies Gaming Resort to the Masonic Temple from 8:00 p.m. until parade ends.

Main St:

Friday, July 12, 2019: Motorcycle parking on Main Street from Wall Street to Deadwood Street, from 11:00 a.m. to 2:00 p.m.

Relaxation of Open Container:

Tuesday July 9, Wednesday July 10, Thursday July 11, Friday July 12 and Saturday July 13, 2019 at the Event Complex from 2:00 p.m. to 10:00 p.m.

Exception to Vendor Ordinance:

To grant exception and waive fees for the ordinances pursuant to the following City Codes: 5.28.080-vending, 5.28.030-vending on public property at Event Complex on Tuesday July 9 through Sunday July 14, 2019.

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

Dated this 5th day of November, 2018.

CITY OF DEADWOOD



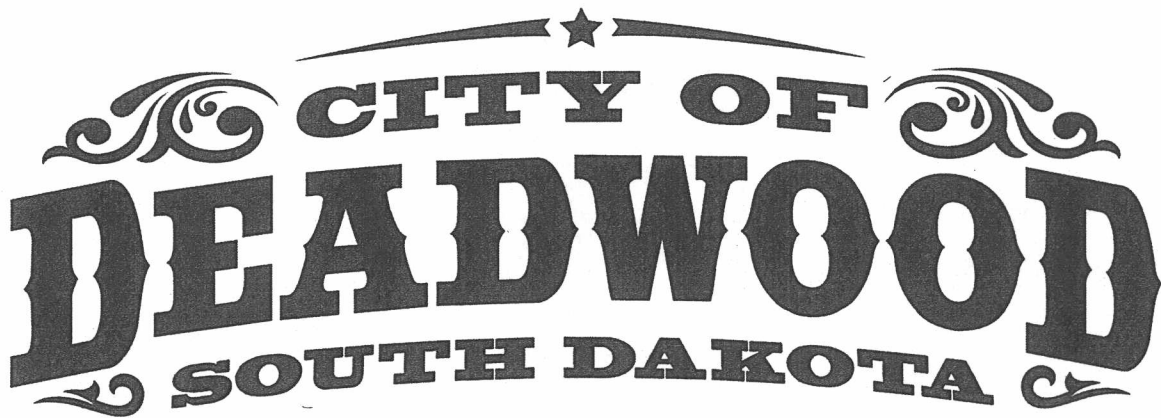
Ronda Morrison, Acting Finance Officer

Please publish: B.H. Pioneer, November 8, 2018

For any public notice that is published one time:

Published once at the total approximate cost of _____.

RECEIVED OCT 18 2018



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

5th Annual D3WR Trike Show n' Shine

Instructions:

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

EVENT INFORMATION

Type of Event:

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

Event Title: 5th Annual Deadwood 3 Wheeler Rally Trike Show n' Shine

Event Date(s): Friday, July 12, 2019 Total Anticipated Attendance: 1000-1500
(month, day, year)

(# of Participants 100 trikes # of Spectators 1000-1500)

Actual Event Hours: (from): 11:30 AM AM / PM (to): 1:30 PM AM / PM

Location / Staging Area: Downtown Deadwood - Wall Street to Shine Street

Set up/assembly/construction Date: Friday July 12, 2019 Start Time: 11:00 AM AM / PM

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

Set up road closure barricades at 11:00 AM, set up ballot table and two chairs near Mustang Sallys

Dismantle Date: Friday, July 12, 2019 Completion time: 1:30 PM AM / PM

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

Wall Stree to Shine Street July 12, 2019 from 11 Am to 2 PM (or before)

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☒ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: First gold Gaming Resort

Chief Officer of Organization (NAME): Mike gustafson

Applicant (NAME): Terry Sankey/ Teresa Schanzenbach Business Phone: (605) 717-7174

Address: 270 Main
(city) (state) (zip code)

Daytime phone: (605) 717-7172 Evening Phone: (605) 929-8408 Fax #: ()

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

Name: _____

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

Contact person "on site" day of event or facility use Terry sankey Pager/Cell #: 605-920-8408

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

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

FEES / PROCEEDS / REPORTING

NO YES



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



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

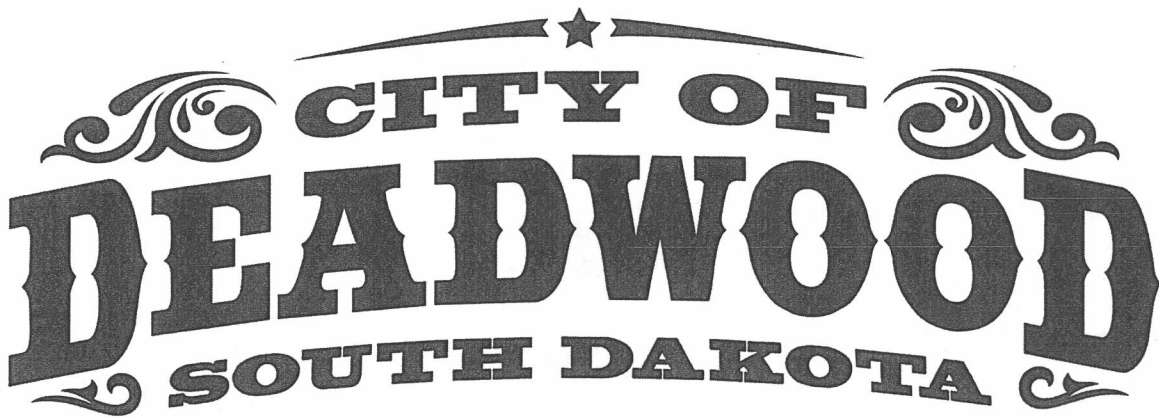
OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

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

This event is part of the 5th annual Deadwood 3 Wheeler Rally that is being held at the Deadwood Event Complex July 9-14, 2019. The trike show n' shine is designed to allow trike owners to compete for a ranking and prize in various predetermined categories. The event will be held for two hours with the general public voting for a people's choice award. The Mayor of Deadwood will also be asked to judge and choose the Mayor's choice Award for the event.

The event has a team of volunteers assisting from the Powder River Trikers of Gillette Wyoming.

NOTE: PLEASE SEE THE ATTACHED STREET CLOSURE MAP



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

5th Annual D3WR Night Trike Parade

Instructions:

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

EVENT INFORMATION

Type of Event:

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

Event Title: 5th Annual Deadwood 3 Wheeler Rally Night Light Parade

Event Date(s): Saturday, July 13, 2018 Total Anticipated Attendance: 2500-3000
(month, day, year)

(# of Participants 70-100 trikes # of Spectators 2500-3000)

Actual Event Hours: (from): 8 PM AM / PM (to): 8:20 PM AM / PM

Location / Staging Area: Staged @ Deadwood Event Complex with parade route downtown Deadwood

Set up/assembly/construction Date: July 13, 2019 Start Time: 8 PM AM / PM

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

Barricade the street as needed for trikes/pedestrians along route - see enclosed map

Dismantle Date: July 13, 2019 Completion time: 8:30 PM AM / PM

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

Police escort thru town using Upper Main St over to Pine St. Trikes will travel back solo to DEC

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☒ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: First Gold Gaming Resort

Chief Officer of Organization (NAME): Mike Gustafson

Applicant (NAME): Terry Sankey/Teresa Schanzenbach Business Phone: (605) 717-7172

Address: 270 Main Deadwood SD 57732
(city) (state) (zip code)

Daytime phone: (605) 717-7172 Evening Phone: (605) 929-0408 Fax #: ()

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

Name: _____

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

Contact person "on site" day of event or facility use Teresa Schanzenbach Pager/Cell #: 605-210-0433

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

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

FEES / PROCEEDS / REPORTING

NO YES



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



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

OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

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

This event is part of the 5th Annual Deadwood 3 Wheeler Rally that is being held July 9-14, 2019 at the Deadwood Event Complex. The trike light parade is designed to allow trike owners to show off their trikes, help promote the event and entertain spectators. The event should draw others into the community to watch the parade. The event will be held for approximaely 20 mintes and be advertised.

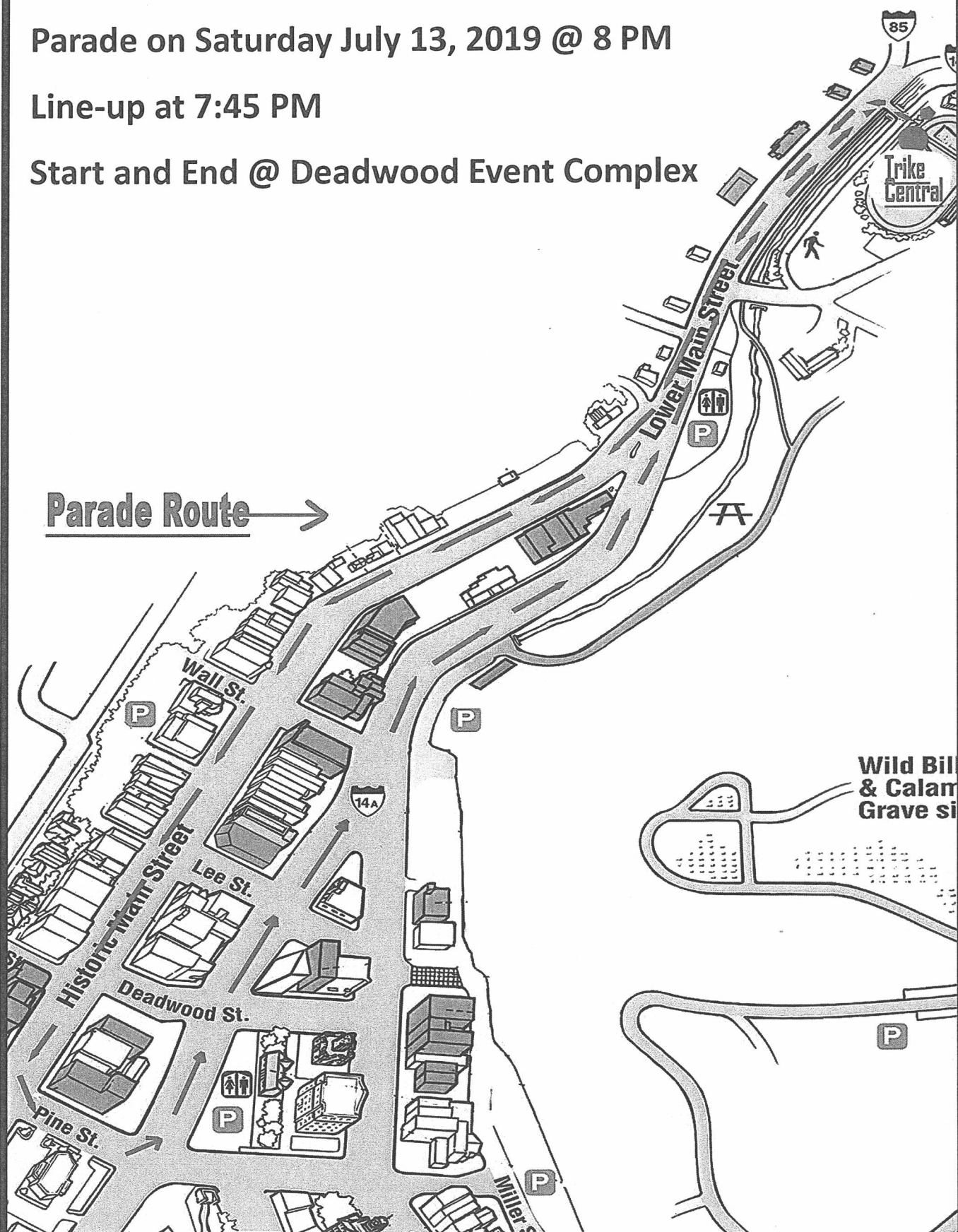
Please see the enclosed parade route street.

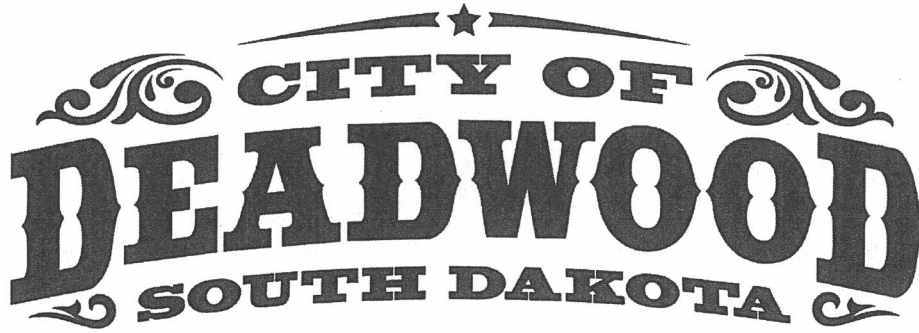
D3WR "Night Light Parade" Route Map

Parade on Saturday July 13, 2019 @ 8 PM

Line-up at 7:45 PM

Start and End @ Deadwood Event Complex





Event Complex Rental and Use Agreement

Event: 5th Annual Deadwood 3 Wheeler Rally

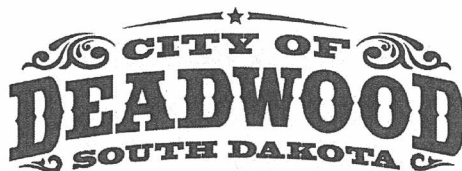
Date: July 9-14, 2019

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

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: 5th Annual Deadwood 3 Wheeler Rally

Contact Information:

Name of Applicant: Terry Sankey

Business/Organization: First Gold Gaming Resort - D3WR

Mailing Address: 270 Main

City, State Zip: Deadwood, SD 57732

Business Phone: 605-717-7172

Cell Phone: 605-920-8408

Email Address: Terrys@firstgold.com

Dates Event Complex requested:

Set up Date(s): July 8, 2019

Hour(s): 8 AM to 8 PM

Event Date(s): July 9-14, 2019

Hour(s): 7 AM to 10 PM

Clean-up Date(s): July 14, 2019

Hour(s): 8 AM to Noon

Approximate number of people who will attend: 2000

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

Event Name: 5th Annual Deadwood 3 Wheeler Rally

Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website:
www.cityofdeadwood.com or by calling (605) 578-2082.

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – Title 5 – Business License. This ordinance may apply.

Additional contacts:

Names & contact number of event representatives or sub-contractors (i.e. security, refuge, etc.):

Name: Teresa Schanzenbach Title: D3WR Event Coordinator
Phone: 800-274-1876 Ext 1102 Representing: First Gold

Name: Fritz Carlson Title: Owner
Phone: 605-210-1780 Representing: Badlands Security

Name: Denny Steckelberg Title: Show n Shine Coord./Front Gate
Phone: 307-257-6886 Representing: Powder River Trikers

Name: _____ Title: _____
Phone: _____ Representing: _____

Name: _____ Title: _____
Phone: _____ Representing: _____

Name: _____ Title: _____
Phone: _____ Representing: _____

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	\$ 3,500.00	Key Deposit	\$ 100.00
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Parking Lots \$ _____ Cleaning/Damage Deposit \$ 1,000.00

Baseball Fields \$

Total Fees	\$ 3,500.00	Total Deposits	\$ 1,100.00
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Please write separate checks to the City of Deadwood *(one check for event and one check for deposits)*

Organization: First Gold Gaming Resort - D3WR

Name: Terry Sankey Title: Director of Sales

Signature: _____ Date: _____

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

Acknowledgement of Use Rules and Regulations

1. The user assumes responsibility for damage to the rented building(s) and/or area(s) and its amenities during the time of usage, including any time rented for set-up and clean-up. Any property damaged beyond normal wear and tear may be replaced or repaired at the option of City of Deadwood at the user's expense. Liability will be the actual repair or replacement cost and will not be limited to the damage & cleaning deposit.

Initials TS

2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 10 days of the event. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials TS

3. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$71.50 per hour per person required to perform the work.

Initials TS

4. A concessionaire is provided for approved special events at the Deadwood Event Complex based on the size of the event and the needs of the event organizer. The concessionaire has a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

Initials TS

5. The user is responsible for trash dumpster(s), the removal of the trash, and all costs associated with trash generated from the event. Dumpsters shall be placed in locations approved by the Public Works Director.

Initials TS

6. I understand and agree: (Please Check Box for your Acknowledgement)

- ☒ A person in charge of the event must be in attendance at all times during the event.
I have read & signed the Alcohol Policy form.
- ☒ All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
- ☒ A person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
- ☒ Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.
- ☒ If the fire alarms sound, a person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.

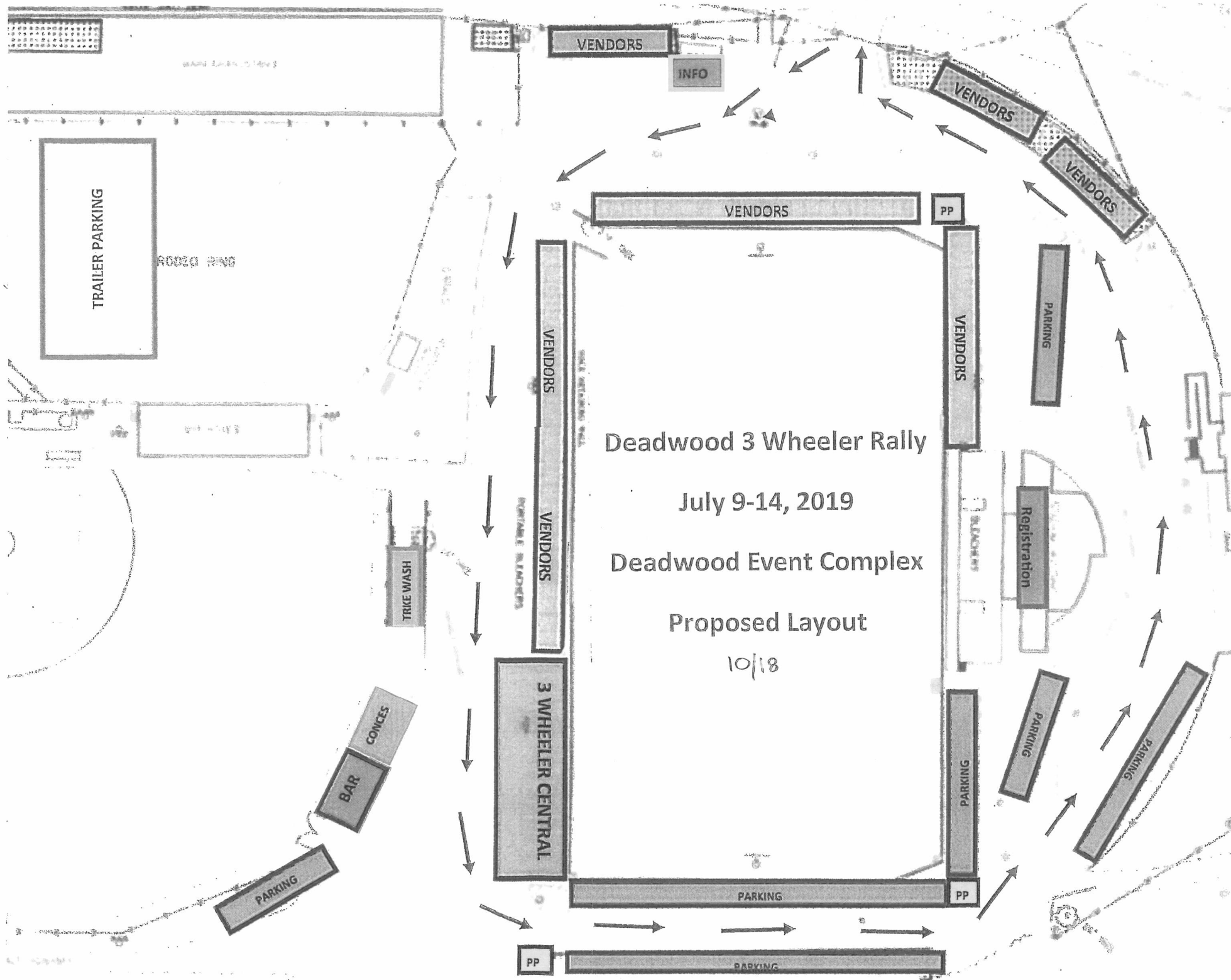
Deadwood 3 Wheeler Rally

July 9-14, 2019

Deadwood Event Complex

Proposed Layout

10/18



**City of Deadwood Request for Equipment and Services
5th Annual Deadwood 3 Wheeler Rally July 09-14, 2019**

A team of volunteers for the Deadwood 3 Wheeler Rally will be providing the necessary man power at the Deadwood Event Complex. We do not anticipate needing extensive services from the Deadwood City workers during the event and will work with department heads to alleviate the need for services on the weekend. Volunteers will be responsible for the set-up and the day to day clean-up of the event complex area.

Use of the bathrooms under the grandstands are being requested however we understand it will be our responsibility to clean them after the event.

We request the use of the folding chairs and tables under the grandstand to be used on the property throughout the duration of the event.

We request the use of the city owned tents to be used during the rally from Monday afternoon to Sunday noon. We ask that city workers put up and remove the tent. We have yet to decide on whether we will have an outdoor movie so we may potentially be asking for city assistance in putting the movie tarp in place.

We request the use of the water hydrants for riders to utilize to wash their trikes. Cleaning buckets, hoses, rags will be provided by D3WR.

In 2018 we worked with the Deadwood Police Department to aid in getting the destination rides out of the complex in a safe and timely manner. We will meet with the proper authorities in 2019 to request similar assistance and have the necessary paperwork filed with the city and state. We are not planning large group rides from the Deadwood Event Complex thus the manpower from the police will be minimal. In 2019, we are planning an evening light parade and will ask the Deadwood Police Department for their assistance to ensure trikes can travel safely onto the street from the Deadwood Event Complex. Pedestrian and tourist safety will also be a priority.

We will be asking the city to provide some traffic barricades that can be used within the complex during the event and to also provide barricades for the Trike Show n' Shine, however D3WR will be able to put up and remove the Trike Show n' Shine barricades at the designated times if so approved by the City. We understand the need to have someone available for traffic control during the Show n' Shine on Friday July 12th.

Badlands Security is being hired to patrol the area at night as trikes may need to be parked in the complex area overnight and vendors will have their merchandise/displays up in the designated areas.

We will work with the Days of 76 Museum to ensure trikes do not park in their designated/reserved parking spaces.

Due to the expected increase in trike participants we will need to work with the City of Deadwood about trolley pick-up and delivery at the Days of 76 museum.

We will keep the lines of communication open and have meetings as needed or requested by the City.

11-19-18
8B

**NOTICE OF PUBLIC HEARING
FOR NAJA SHRINERS PERFORMANCES
WAIVER OF VENDOR, USER FEES**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on November 19, 2018, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Exception to User Fees Ordinance - Rodeo Grounds

To grant exception to user fees ordinance to waive user fees on public property for NAJA Shrine Circus on Saturday, June 29, 2019.


Exception to Vendor Ordinance

To grant exception to the vending ordinance, and allow vending on public property for NAJA Shrine Circus at Event Complex on Saturday, June 29, 2019.

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

Dated this 5th day of November, 2018.

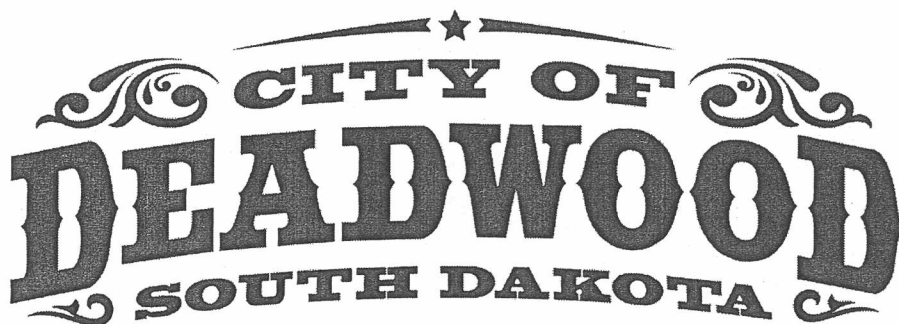
CITY OF DEADWOOD


Ronda Morrison, Acting Finance Officer

Publish BH Pioneer: November 8, 2018

For any public notice that is published one time:

Published once at the total approximate cost of _____.



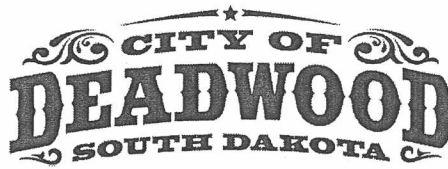
Event Complex Rental and Use Agreement

Event: Naja Shrine Circus

Date: 06/29/2019

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: Naja Shrine Cirucs

Contact Information:

Name of Applicant: Jeff Schroeder

Business/Organization: Naja Shriners

Mailing Address: 4091 Sturgis Rd

City, State Zip: Rapid City SD 57702

Business Phone: 605-342-3402

Cell Phone: _____

Email Address: finance@najashriners.com

Dates Event Complex requested:

Set up Date(s): _____ Hour(s): _____

Event Date(s): 06/29/2019 Hour(s): _____

Clean-up Date(s): _____ Hour(s): _____

Approximate number of people who will attend: 2000

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

Event Name: Naja Shrine Circus

Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website: www.cityofdeadwood.com or by calling (605) 578-2082.

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
 - 2) Deadwood Codified Ordinance – Title 5 – Business License. This ordinance may apply.
-

Additional contacts:

Names & contact number of event representatives or sub-contractors (i.e. security, refuge, etc.):

Name: <u>Kip Wagner</u>	Title: <u>Circus Chairman</u>
Phone: <u>605-206-0393</u>	Representing: <u>Naja Shrine</u>

Name: <u>Jeff Schroeder</u>	Title: <u>Past Potentate</u>
Phone: <u>605-591-9777</u>	Representing: <u>Naja Shrine</u>

Name: <u>Dave Ruth Jr.</u>	Title: <u>Circus CFO</u>
Phone: <u>605-920-1192</u>	Representing: <u>Naja Shrine</u>

Name: _____	Title: _____
Phone: _____	Representing: _____

Name: _____	Title: _____
Phone: _____	Representing: _____

Name: _____	Title: _____
Phone: _____	Representing: _____

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	\$ <u>100.00</u>
Parking Lots	\$ _____	Cleaning/Damage Deposit	\$ <u>500.00</u>
Baseball Fields	\$ _____		
Total Fees	\$ _____	Total Deposits	\$ <u>600.00</u>

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

Organization: Naja Shriners

Name: Jeff Schroeder

Title: Past Potentate

X Signature: _____

Date: 10-2-18

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

11-19-18
EC

**NOTICE OF PUBLIC HEARING
STREET CLOSURES, USE OF INTERPRETIVE LOT
FOR AUSTIN-HEALY CONCLAVE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held November 19, 2018 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Requests:

- Sunday, September 8, 2019, Main Street from Tin Lizzies Gaming Resort to Pine Street from 10:00 a.m. until parade ends.
- Sunday, September 8, 2019: Main Street from Wall to Deadwood Street, for parking, from 11:00 a.m. to 2:30 p.m. Winners will park in front of Oyster Bay to the Nugget.

Use of Interpretive Lot

Close Interpretive Lot for Private Event at charge of \$500.00, Friday, September 6, 2019 from 8:00 a.m. to 5:00 p.m.

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

Dated this 5th day of November, 2018.

CITY OF DEADWOOD

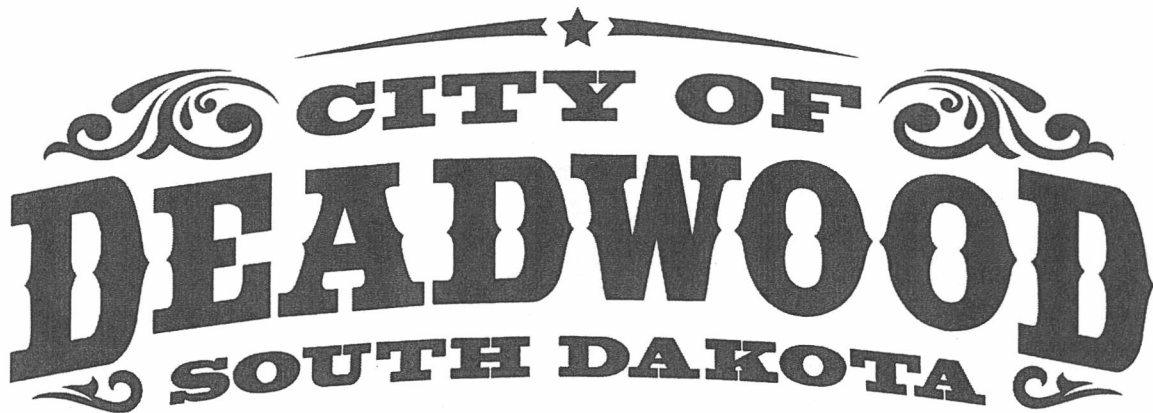


Ronda Morrison, Acting Finance Officer

Please publish B.H. Pioneer: November 8, 2018

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

AUSTIN-HEALY CONCLAVE

Instructions:

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

EVENT INFORMATION

Type of Event:

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

Event Title: AUSTIN HEALY CONCLAVE

Event Date(s): 9-6-19 - 9-8-19 Total Anticipated Attendance: 200 CARS
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from): 8pm AM / PM (to): 5pm AM / PM

Location / Staging Area: INFO LOT / MAIN ST / SHERMAN ST PARKING LOT

Set up/assembly/construction Date: 9-4-18 Start Time: 8AM AM / PM

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

STREET CLOSURE

PARADE

PARKING

Dismantle Date: 9-11-19 Completion time: 8pm AM / PM

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

WALL-DEADWOOD 9-8-19 11-2:30pm

PARK SOME CARS / WINNERS IN FRONT OF OYSTER BAY - NUGGET

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☒ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: MINNESOTA AUSTIN-HEALY CLUB

Chief Officer of Organization (NAME): GREG LAUSER

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

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

Daytime phone: (605) 578-1876 Evening Phone: (605) 863-1249 Fax #: (605) 578 2426

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

Name: N/A

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

Contact person "on site" day of event or facility use GREG LAUSER Pager/Cell #: 612-859-5062

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

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

FEES / PROCEEDS / REPORTING

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

OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

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

REQUEST USE OF SHERMAN ST PARKING LOT
FOR PARKING TRAILERS 9-4 - 9-11

REQUEST USE OF INTERPERTIVE LOT / ^{FRI}
9-6-19 8-5pm

REQUEST STREET CLOSER / WALL-DEADWOOD SUN 9-8-19
AND PARK WINNERS FROM OYSTER BAY - NUGGET

PARADE:- SUN 9-8-19 10am

LINE UP AT NEW WELCOME CENTER

ORDINANCE NO. 1281

**AN ORDINANCE CONTINUING
BUSINESS IMPROVEMENT DISTRICTS NOS. 1, 2, 3, 4, 5 and 6
WITHIN THE CITY OF DEADWOOD AND
ESTABLISHING ASSESSMENTS**

BE IT ORDAINED by the City of Deadwood, South Dakota, as follows:

SECTION I: There has been previously created, pursuant to SDCL Chapter 9-55, as amended, six (6) business improvement districts within the City of Deadwood, South Dakota, which districts have been known as Business Improvement District No. 1, Business Improvement District No. 2, Business Improvement District No. 3, Business Improvement District No. 4, Business Improvement District No. 5 and Business Improvement District No. 6; and the City Commission of the City of Deadwood, having adopted a RESOLUTION OF INTENT TO CONTINUE BUSINESS DISTRICTS, ESTABLISH THE LEVY OF THE BUSINESS OCCUPATION TAX, AND ESTABLISH RATES FOR BUSINESS IMPROVEMENT DISTRICTS on the 1st day of October, 2018 and having given notice as required by South Dakota law of a hearing on said Resolution of Intent and holding such hearing the 5th day of November, 2018; and

SECTION II: A public hearing on the RESOLUTION OF INTENT TO CONTINUE BUSINESS DISTRICTS, ESTABLISH THE LEVY OF THE BUSINESS OCCUPATION TAX, AND ESTABLISH RATES FOR BUSINESS IMPROVEMENT DISTRICTS was held on the 5th day of November, 2018, at 5:00 p.m., at the City Commission meeting room located at 102 Sherman Street, Deadwood, South Dakota; and as a result of said hearing the Resolution of Intent adopted October 1, 2018 was approved by the City Commission of the City of Deadwood.

SECTION III: The estimated revenues to be raised by the Business Improvement Districts in 2019 are \$506,495.00 and the estimated costs for activities and promotions within the Business Improvement Districts are as follows:

Business Improvement Districts Nos. 1, 2, 3, 4, 5 and 6:

Administrative and Legal Expenses	\$ 10,000.00
Deadwood Chamber of Commerce and Visitors' Bureau - Marketing	\$ 440,495.00
Contingency	\$ 56,000.00
TOTAL	<hr/> \$ 506,495.00

SECTION IV: A description of the boundaries for each of the districts shall be as follows:

Business Improvement District No. 1: All hotels, motels, lodging establishments and gaming establishments located within the city limits of Deadwood, applied to all gaming devices and hotel rooms located within the city limits of Deadwood and affiliated with or have common ownership with any gaming establishment or property.

Business Improvement District No. 2: All other hotels, motels and lodging establishments located within the City of Deadwood applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including any business existing as of the date of this ordinance and any future similar businesses meeting same criteria.

Business Improvement District No. 3: All hotels, motels, lodging establishments and bed and breakfast establishments within the City of Deadwood which do not have gaming devices.

Business Improvement District No. 4: Each gaming establishment leasing a city slot machine as determined by sealed bid or auction conducted by the City of Deadwood.

Business Improvement District No. 5: Gaming establishment known as the VFW located at 10 Pine Street.

Business Improvement District No. 6: inactive

SECTION V: The purpose of the six Business Improvement Districts is to provide funds for the purposes set forth in Section III.

SECTION VI: The general business tax shall be imposed upon all gaming businesses containing gaming devices located within the six districts licensed by the South Dakota Commission on Gaming, all hotels, motels or other businesses offering lodging accommodations within the city for periods of less than twenty-eight (28) consecutive days, bed and breakfast lodging units, and all businesses containing video lottery machines licensed by the South Dakota Video Lottery Commission located within the six (6) districts.

SECTION VII: The imposition of the General Occupation Tax for the six Districts shall be as follows:

A. District No. 1: Tax at the rate of \$100.00 per year or \$5.00 per year per square foot for 20 square feet for each gaming device, slot machine, 21 table, poker table, video lottery machine, or other table game, excepting municipal five cent or less slot machines. Motels, hotels and bed and breakfast establishments shall pay \$50.00 per year per room or \$.167 per square foot per motel, hotel, or bed and breakfast lodging units using 300 square feet for each room.

B. District No. 2: Tax at the rate of \$25.00 per year or \$1.25 per square foot for twenty (20) square feet for each gaming device, slot machine, 21 table, poker table, other table game, or video lottery machine, excepting municipal five cent machines which shall be applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including any business existing as of the date of this ordinance and any future similar businesses meeting the same criteria.

C. District No. 3: Tax at the rate of \$50.00 per year per room or \$.167 per square foot per year per motel, hotel, or bed and breakfast establishments using 300 square feet for each room.

D. District No. 4: A tax at the rate of \$2,000.00 per year or \$100.00 per square foot for twenty square feet for each city or municipal slot machine as determined by sealed bid or auction conducted by the City of Deadwood.

D: District No. 5: Tax at the rate of \$50.00 per year or \$2.50 per square foot on 20 square feet for each gaming device, slot machine, 21 table or poker table, other table game or video lottery machine, excepting municipal slot machines.

E. District No. 6: inactive

SECTION VIII: Assessments as set forth above shall be determined by the number of games and video lottery machines licensed by the South Dakota Commission on Gaming and the South Dakota Lottery Commission as of the 1st day of January, for the first six (6) months of each year; and as of the 1st day of July for the second six (6) months of each year; with

adjustments to be made for licenses added or deleted on the 1st day of the month following the addition or deletion.

SECTION IX: Assessments shall be billed and collected monthly by the City Finance Officer with the annual assessment to be paid in monthly installments due on the 10th day of each month beginning with the 10th day of January and like installments due on the 10th day of each following month..

SECTION X: All assessments shall be due and payable on or before the 10th day of the month following the month for which the assessment is due. All amounts not paid and received in the Finance Office by the due date will be charged a late fee in the amount of fifteen percent (15%) of the amount due which shall be added to all past due charges. Failure to pay such tax and fees shall also constitute a violation of this Ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500.00), to be paid to the City of Deadwood. Additionally, any person, partnership or corporation whose duty is made by this chapter to pay any license tax and who does not pay the same shall be liable for an action for the recovery of the amount of such license tax, provided such remedy shall not be deemed as being concurrent with other remedies herein provided. An unpaid balance under this Ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. In the event legal action is required to collect delinquent assessments, the establishment failing to pay will be responsible for and pay all attorney's fees and costs incurred by the City in collecting the unpaid tax. The Finance Officer shall certify all unpaid amounts or balances to the County Treasurer for collection in the same manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this Ordinance including failure to pay assessment, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

SECTION XI: The Business Improvement Districts have been established pursuant to the provisions of SDCL 9-55 as amended.

SECTION XII: The business occupation tax as stated above is hereby imposed upon the above-described businesses within the six (6) Business Improvement Districts, which tax shall be

due and payable as set forth above. It is hereby made the obligation and duty of every person, partnership, firm or corporation engaged in any business or occupation within the limits of the taxing districts as provided, on which a business occupation tax is levied by this Ordinance, to pay said tax at the times provided for payment of the same herein.

SECTION XIII: The City Finance Officer of the City of Deadwood is directed to prepare and publish a Notice of Levy of the general business occupation tax, with such notice to be published pursuant to SDCL 9-55-13. A hearing shall be held upon the general business occupation tax levy on the 17th day of December, 2018, at 5:00 p.m., at the City Commission chambers located at 102 Sherman Street in the City of Deadwood, South Dakota, to hear any objections or protests by businesses and users of space upon which the occupation tax is imposed.

SECTION XIV: Should any section, clause or provision of this Ordinance be declared by any court of competent jurisdiction to be invalid, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Dated this 19th day of November, 2018.

CITY OF DEADWOOD

By: _____
David R. Ruth Jr., Mayor

ATTEST

Jessica L. McKeown, City Finance Officer

First Reading: November 5, 2018
Second Reading: November 19, 2018
Published: November 21, 2018
Effective: December 11, 2018

11-19-18
10C

**ORDINANCE NUMBER 1282
SUPPLEMENTAL BUDGET APPROPRIATION FOR TIF**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2018:

TIF # 10 TRU HOTEL \$3,233,374.75 for expenditures paid by developer for city infrastructure
Source of Revenue: Future Property tax proceeds

2. This Ordinance is for the support and maintenance of the municipal government of said City of Deadwood, South Dakota, and its existing public and shall take effect immediately upon publication.

CITY OF DEADWOOD

David R. Ruth Jr. Mayor

ATTEST: Jessica McKeown, Finance Officer

First Reading:	November 19, 2018
Second Reading:	December 3, 2018
Published:	December 6, 2018
Effective:	December 6, 2018

11-19-18

102

**ORDINANCE NUMBER 1283
SUPPLEMENTAL BUDGET APPROPRIATION #3 FOR 2018**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2018:

FUND 0101 GENERAL FUND Public Buildings \$320,057.00, Building Inspection \$12,000.00, Planning and Zoning \$3,500.00
Source of Revenue: Unexpended Cash.

FUND 0206 LIBRARY FUND \$5,043.00
Source of Revenue: Unexpended Cash.

FUND 0209 BED AND BOOZE FUND \$55,000.00 for Main Street Master Plan, \$22,425.00 for Event Center Management
Source of Revenue: Unexpended Cash.

FUND 0212 BUSINESS IMPROVEMENT DISTRICT 8: \$98,000.00
Source of Revenue: Unexpended Cash

FUND 0215 HISTORIC PRESERVATION FUND \$8,625.00 for GIS, \$116,063.00 for Non-Profit Grants, \$45,725.00 for Outside Deadwood Grants, \$1,000.00 for Paint Grants, \$40,798.00 for office payroll, \$40,000.00 for Wayfinding
Source of Revenue: Unexpended Cash.

FUND 0216 REVOLVING LOAN AND GRANT FUND HISTORIC PRESERVATION
\$28,000.00 Special Needs Grant Expense, \$12,000.00 Windows Grant Expense, \$10,000.00 Siding Grant Expense, \$44,000.00 Historic Rehab Grant Expense, \$153,000.00 Foundation Grant Expense
Source of Revenue: Unexpended cash.

Section 2. This Ordinance is for the support and maintenance of the municipal government of said City of Deadwood, South Dakota, and its existing public and shall take effect immediately upon publication.

CITY OF DEADWOOD

David R. Ruth Jr. Mayor

ATTEST: Jessica McKeown, Finance Officer

First Reading:	November 19, 2018
Second Reading:	December 3, 2018
Published:	December 6, 2018
Effective:	December 6, 2018

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

DEADWOOD

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

11-19-18
10E
Mike Runge
Archivist
Telephone (605) 578-2082

MEMORANDUM

Date: November 15, 2018
To: Deadwood City Commission
From: Deadwood Historic Preservation Office
Re: Request for Proposal for History and Information Center Exhibit Design

The Deadwood Historic Preservation Office is requesting permission to distribute a Request for Proposal (RFP) to design firms for the design, fabrication and installation of new displays and interpretive panels in the History and Information Center located at 3 Siever Street. The RFP will be for a complete redesign of the exhibition area in the in the building including the baggage room.

It is anticipated this project would commence in January 2019 with the completion of the project scheduled for early fall 2019.

The Historic Preservation Commission has budgeted and set aside into reserves \$75,000 in FY 2017; budgeted and has available for reserves \$75,000 in FY 2018; and once again budgeted \$75,000 in FY 2019 under the Public Education line item for this project. This allows for a total budget of \$225,000 to be spent for the project.

RECOMMENDATION:

Allow the Deadwood Historic Preservation Office permission to distribute a Request for Proposal (RFP) to exhibit design firms for the design, fabrication and installation of new displays and interpretive panels in the History and Information Center.

11-19-18

10 G

J. Scotte Burns
Ironwood Rainworks, Inc.
24 Burnham Ave.
Deadwood, SD 57732
(303) 547-2769

10/15/18

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

Re: Deadwood Main Street Audio Project

Dear Mr. Kuchenbecker and Mr. Nelson:

It has been a privilege working with you and the City of Deadwood in researching options for the proposed Main Street Audio Project as a part of Deadwood's 10-year Comprehensive Plan. Now that we have determined a vendor (ISP Technologies) and issued an Intent Letter to contract with them on the project, we are set to undertake the three phases of project completion: I - Design & Planning, II - Installation, and III - Operations. With a planned completion of Phases I & II and start of Phase III by late-Spring 2019, I am delighted to have Ironwood Rainworks, Inc. considered as coordinating consultant for the first two of these phases. Attached, please find an outline of the project responsibilities IR, Inc. will undertake in Phases I and II (Oct-Apr), and the estimated costs thereof. Because this project is integral to our hometown, and is therefore a labor of love as well, IR, Inc. is halving the standard consulting fees out of sensitivity to the overall project budget.

Regarding Phase III, operations of the system should also be considered in three parts: 1) Content programing, licensing and production, 2) Physical maintenance and operations, and 3) Marketing and Development (to take best advantage of the system's potential and offset its cost.) I have included a list of the primary elements to be considered as parts of these Operations areas as well. Based on the amount of time already volunteered in preliminary research and planning, the formidable potential of the system, and my familiarity with the audio, recording and hardware matters inherent in assuring this system significantly enhances the Main Street experience, the city should expect to devote 20-25 hours/week toward Operations during peak season (May-Sept). Delegating these operational responsibilities, while perhaps tenable long-term, will complicate the startup process, place unfamiliar additional demands and an aggressive learning curve on existing staff, and create circumstances for perplexity, error and delay. Therefore, I propose that the city consider further establishing a temporary position of system operations manager who would oversee the first year's operation, during which time,

an operations and procedures manual would be created. Upon completion, the city might then evaluate that position to determine the most effective way to move forward with the functioning and established audio system. Considering the familiarity IR, Inc. will have developed with the system, previous expertise with audio hard- and software, in-house recording and production capabilities, and a shared commitment to the betterment and success of our town's historical aesthetic and the Main Street experience, I would be delighted to be part of that discussion, and to be considered for system operations long-term.

The Main Street audio system represents a significant investment for the City, and also a formidable opportunity to enhance and unify the Main Street experience, while also increasing opportunities for Deadwood's marketing outreach. The project will involve significant time, care and attention to assure that investment is wisely spent and that the system meets its remarkable potential. I look forward to offering expertise and ongoing support in assuring that our home takes full and best advantage of this opportunity.

Sincerely,

J. Scotte Burns II
Ironwood Rainworks, Inc.
Deadwood, South Dakota

Ironwood Rainworks, Inc.

DEADWOOD MAIN STREET AUDIO PROJECT CONSULTING PROPOSAL

PHASE I - Design and Planning (Est. mid Oct-Feb)

Consult during planning and design with Deadwood Alive, Historic Preservation, Deadwood Chamber of Commerce, Winter and Co., City utilities director, Main Street businesses and event planners regarding their ongoing questions and ideas.

Work with vendor (ISP Tech.) to integrate actionable items from business and municipality consultations above into system design.

Assure and document timely, centralized communications and information exchange between contractor (ISP Technologies), Urban Planner (Winter and Co.), City Commissioners, City of Deadwood finance, utilities and other relevant departments.

Remain up-to-date regarding all design and installation plans to provide information on-site between city utilities, local businesses and contractors.

Provide system information and updates in City planning and public meetings.

Oversee design and functionality of audio system control room at the Deadwood Visitor's Center or Plaza sites (TBD.)

Coordinate with Main Street event producers, Deadwood Alive, Chamber of Commerce and local businesses to assure operational access to system for street performances and other live feed applications.

Research and select radio station/production software for daily automation and preprogramming of content during Operations (Phase III).

Consulting per hr:	22.25
Estimated monthly hours	50
Monthly consult estimate	1112.00
Travel/expenses (vendor site visit)	1320.00
Total Phase I	6324.00

PHASE II - INSTALLATION (Est. Mar-Apr)

Maintain up-to-date status on installation plans, progress and issues to provide timely, centralized information on-site between city utilities, local businesses, visitors and contractors.

Analyze and adapt installation issues and design changes (if any) to Phase III (Operations) Plan.

Research and populate period music library with emphasis on public domain, independently licensed, and donated music from local and regional artists.

Liaison with Main Street businesses to harvest ideas and understand needs for on-site audio advertising per zone and system-side. Develop schedule and fees for local business advertising once Operation Phase begins.

Meet with State and local officials regarding emergency access and system-wide notifications plan.

Work with City website developer and tourism officials to introduce integration of system content/broadcasts with City and State websites and social media.

Consulting per hr:	22.25
Estimated monthly hours	55
Monthly consult estimate	1223.25
Purchases/Expenses	500.00
Total Phase II	2946.50

PHASE III - OPERATIONS

Physical Maintenance And Daily Operations

Coordinate with utilities for system hardware maintenance along Main Street and the Sherman Business District

Maintain hardware and Control Room facility at the Deadwood Visitor's Center

Write Operations Manual for training personnel on system operations. Oversee training of additional personnel after procedures and operations are established.

Content Programing, Licensing And Production

Learn selected radio station/production software for daily automation and preprogramming of content; prepare training of future system personnel

Continuously update period music library with emphasis on public domain, independently licensed, and donated music from local and regional artists, particularly those performing in Deadwood in concerts and local events.

Secure music/programing licensing/permissions where necessary.

Work with Main Street event producers on authorized live feeds and possible in-studio visits from performers and artists.

Provide voice/personality for advertising, public announcement and internet radio.

Marketing and Development

Maintain communications with Main Street businesses regarding their operational ideas and concerns, answer questions, and liaison with City departments and officials.

Provide ongoing system information and updates in planning and in public meetings.

Promote, record and produce audio advertisements for local businesses. Establish ad schedule by times and system zones.

Research, implement and promote Main Street audio output as internet radio station, making content available nationally. Work with local and state tourism authorities, period and parallel businesses nationally, internet content distributors and others to increase Deadwood Main Street reach and audience.