

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA  
September 17, 2018

Executive Session for Personnel  
4:00 p.m. Century Room

Regular Meeting  
5:00 p.m. Commission Chambers

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 September 4, 2018**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Proclamation - Habitat for Humanity Day, October 1, 2018
- B. Brad Meehan, owner of Dakota Taxi LLC requests business license transfer to Crystal Adams, contingent upon Adams filing new business license application, paying all applicable fees, licensing, providing insurance and vehicle inspection
- C. Paul Thomson, Lawrence County Emergency Management Update

6. **CONSENT AGENDA**

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

- A. Approve Special Alcohol License and allow Deadwood History Inc. to serve liquor at Days of '76 Museum October 16 from 5:30 p.m. to 8:00 p.m. for party.
- B. Permission to hire Pete Morris and Edmond Ryan as Rec Center front desk receptionists at \$9.20 per hr. effective September 20, 2018 pending pre-employment drug screening, and transfer Jerilyn Rich from Mt. Moriah booth attendant to Rec Center front desk receptionist at \$9.20 per hr. effective September 18, 2018.
- C. Permission to remove the following seasonal and inactive employees from payroll: Kathleen Winckler, Jacob Schlinkert, Jerrad Mattson, Susan Stalder, Donna Randolph, Colt Bradley, Kaycee Cameron, Hunter Lysne, Caleb Percy, Christian Casias, Kadden Dillman, Kole Frisinger, Zak Mau, Tyler Rohn and Paige Barthel.
- D. Permission to increase wage of part-time Trolley Driver Dale Marlow from \$12.73 per hr. to \$13.40 per hr. effective September 20, 2018 after two years of service.

- E. Approve Resolution 2018-22 and Rename Fund 0216, Revolving Loan Fund, to Revolving Loan and Grant Fund
- F. Approve Resolution 2018-23 To Surplus City Owned Real Estate, Lots MK3 through MK 6 of Mickelson Trail, allow Mayor to sign Quit Claim Deed to Deadwood-Lead Economic Development Corporation and Certificate of Real Estate Value
- G. Terminate Dustin Nelson from Public Buildings Maintenance position effective September 7, 2018.
- H. Allow Finance Office to pay Naja Shriners 2018 Bed and Booze allocation in the amount of \$3,500.00 (budgeted)
- I. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Bruce and Kristina Jordan.
- J. Permission to hire Visionary Landscaping in the amount of \$4,854.45 to prepare ground, install sod, and monitor at Gordon Park, to be paid from Parks budget
- K. Approve payment to PL Carpentry in the amount of \$6,603.84 for grandstand stair repair, to be paid from HP Capital Assets

**7. BID ITEMS**

**8. PUBLIC HEARINGS**

- A. Hold public hearing for Homecoming Parade: street closure for parade on September 28 from 2:00 p.m. until parade ends
- B. Hold public hearing for Harvest Jubilee: street closure October 20 from 11:30 a.m. to 5:00 p.m. pending proof of insurance at time of event

**9. OLD BUSINESS**

- A. Discussion and action on proposed revisions to City of Deadwood and Super G Investment Corporation Land Exchange Agreement as follows: City to provide title insurance policy, adjust 5C to show value of motor lodge is more than value of pavilion property, and allow Super G 30 days after closing to remove personal property but use parking lot following closing since Super G will have paid for demolition at Pavilion site
- B. Update on property located at 20 Washington

**10. NEW BUSINESS**

- A. Second reading of 2019 Budget Appropriation Ordinance #1279
- B. Consider amendment to City Ordinance 8.08.010 Regarding Pyrotechnics displays as recommended by Ken Hawki and Deadwood Fire Department
- C. Contract with Lowe Roofing to repair Adams Museum roof at cost of \$59,955.00 and allow Mayor to sign contract
- D. Contract with Lowe Roofing to repair Deadwood Welcome Center roof at cost of \$33,535.00 and allow Mayor to sign contract
- E. Enter into contract with Winter and Company in an amount not exceed \$55,000.00 to complete Phase 1 of Main Street Master Plan

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

*No action can be taken*

**12. EXECUTIVE SESSION**

Executive Session for Legal Matters per SDCL1-25-2 (3) with possible action  
Executive Session for Union Negotiations per SDCL1-25-2 (4) with no action  
Executive Session for Personnel Matters per SDCL 1-25-2 (1) with no action

**13. ADJOURNMENT**

**REGULAR MEETING, SEPTEMBER 4, 2018**

The Regular Session of the Deadwood City Commission convened on Tuesday, September 4, 2018 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Turbiville called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Sharon Martinisko, David Ruth Jr., Charlie Struble, and Gary Todd. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Martinisko moved, Struble seconded to approve the minutes of August 20, 2018. Roll Call: Aye-All. Motion carried.

**AUGUST, 2018 PAYROLL:** COMMISSION, \$4,096.14; FINANCE, \$29,240.40; PUBLIC BUILDINGS, \$9,690.34; POLICE, \$110,472.89; FIRE, \$7,634.16; BUILDING INSPECTION, \$5,999.64; STREETS, \$44,055.11; PARKS, \$59,206.32; PLANNING & ZONING, \$7,589.16; LIBRARY, \$9,630.05; RECREATION CENTER, \$22,299.33; HISTORIC PRESERVATION, \$26,017.57; WATER, \$23,614.97; MT. MORIAH, \$8,058.40; PARKING METER, \$15,349.54; TROLLEY, \$31,662.58; PARKING RAMP, \$4,171.14. **PAYROLL TOTAL: \$418,787.74**

**AUGUST, 2018 PAYROLL PAYMENTS:**

Internal Revenue Service, \$99,027.30; S.D. Retirement System, \$41,067.36; Delta Dental, \$4,270.44.

**APPROVAL OF DISBURSEMENTS**

Todd moved, Martinisko seconded to approve the September 4, 2018 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	CONTRACT	412.57
ALBERTSON ENGINEERING	PROJECT	435.00
ALSCO	SUPPLIES	370.30
ARLETH LAND SURVEYING	SERVICE	1,137.50
ARMOUR ROOFING	ROOFS	128,036.20
B&H ASPHALT PAVING	SERVICE	738.57
BH LIBRARY	SERVICE	559.01
BH PIONEER	CONTRACT	20,496.00
BH TITLE	REPORT	150.00
BH WINDOW CLEANING	CLEANING	1,185.00
CARTER FMX	BID 8	10,000.00
CENTURY BUSINESS	CONTRACT	496.86
CHRONICLE OF THE OLD WEST	SUBSCRIPTION	30.00
COMPETITIVE MASONRY	PROJECT	6,421.50
CONVERGINT TECHNOLOGIES	MONITORING	720.00
DANNY'S PLUMBING	PROJECT	2,956.13
DEADWOOD ALIVE	AUGUST	20,000.00
DEADWOOD CHAMBER	SERVICE	88,368.28
DEADWOOD ELECTRIC	SERVICE	597.00
DVFD	STAFFING	1,501.60
DEADWOOD GAMING	BID 8	10,000.00
DEADWOOD HISTORY	AD	122.50
DEMCO	SUPPLIES	614.06
EAGLE ENTERPRISES	SUPPLIES	550.00
EB COMMUNICATIONS	SERVICE	110.00
EMERY-PRATT	BOOKS	32.45
ESRI	SERVER	14,000.00
FASTENAL	SUPPLIES	618.69
FIRST NATIONAL CREDIT CARD	SUPPLIES	2,015.43
FIRST PRESBYTERIAN CHURCH	GRANT	15,000.00
GENERAL TRAFFIC CONTROLS,	SUPPLIES	851.51
GIBBS, IVER AND MONICA	GRANT	1,317.00
GOLDEN WEST	SERVICE	4,795.40
HIGH PLAINS WESTERN	GRANT	2,340.00
HILLYARD	SUPPLIES	94.54
HOMETOWN TROLLEY	CARDS	552.64
INTERSTATE BATTERY	BATTERIES	526.60
JACOBS WELDING	REPAIR	145.06
KIMBALL MIDWEST	SUPPLIES	280.31
L.L. BEAN	AWARDS	265.75
LABELS, LEADVILLE	BOOK	15.00
LAWRENCE CO. REGISTER	FEE	30.00
LAWSON PRODUCTS	SUPPLIES	765.10
LYNN'S	SUPPLIES	103.58
MEHLBERG CONSTRUCTION	PROJECT	2,550.35
MICHAEL TODD	SUPPLIES	967.30
MIDWEST TAPE	DVDS	195.16
MITZI'S BOOKS	BOOKS	56.76
MUTUAL OF OMAHA	INSURANCE	225.01
NORTHWEST PIPE FITTINGS	SUPPLIES	682.39
OTIS ELEVATOR	SERVICE	2,124.36
PITNEY BOWES	POSTAGE	500.00
POWERPLAN	SUPPLIES	80.55
RASMUSSEN MECHANICAL	SUPPLIES	18.25
ROGERS CONSTRUCTION	PROJECT	448.98
RUD-CHAIN	SUPPLIES	2,567.44
RUSHMORE OFFICE	SUPPLIES	66.80
S AND C CLEANERS	CLEANING	4,945.00
SCHMIDT, WILLIAM	PROJECT	2,000.00

## REGULAR MEETING, SEPTEMBER 4, 2018

SD MUNICIPAL LEAGUE	REGISTRATION	100.00
SD ONE CALL	SERVICE	21.28
SD PUBLIC HEALTH LAB	TESTING	241.00
SERVALL	SUPPLIES	997.91
SILVERNAIL, GEORGEANN	GRANT	93.70
SIMON MATERIALS	ROADSTONE	230.44
SOUTHSIDE OIL	FUEL	15,246.08
STOJACK, LOU & LINDA	GRANT	4,800.00
STURGIS AUTO PARTS	SUPPLEIS	153.20
SUBWAY	MEETING	49.97
SUMMIT SIGNS	SIGNS	60.00
TCF	TROLLEYS	9,400.86
TOMS, DON	PROJECT	500.00
TOWN OF CENTRAL CITY	GRANT	8,579.90
TRIPLE K	SERVICE	162.49
TRUGREEN	SERVICE	2,411.25
TURBIVILLE, CHARLES	REIMBURSEMENT	663.79
TWILIGHT	SUPPLIES	191.07
TWIN CITY HARDWARE	SUPPLIES	6,248.25
UMENTHUM, KEITH	PROJECT	777.50
VAST	SERVICE	3,127.39
VERIZON	SERVICE	133.04
WELLMARK	INSURANCE	45,398.82
WHEELER LUMBER	PROJECT	6,063.90
WILD TAIL TAXIDERMY	PROJECT	1,497.00

TOTAL \$464,334.33

### ITEMS FROM CITIZENS ON AGENDA

#### Request

John Strand, Deadwood Farmers Market, located at History and Information Center, requested change of hours to 2:00 p.m. to 7:00 p.m. on Fridays through September. Ruth moved, Martinisko seconded to change hours for Farmers Market. Roll Call: Aye-All. Motion carried.

#### CONSENT

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

- A. Designate Black Hills Pioneer as official City of Deadwood newspaper for twelve months per SDCL 9-12-6
- B. Allow purchase of two sets of turnout gear from M&T Fire at cost of \$4,967.90 plus freight (budgeted Fire Department)
- C. Allow purchase of radios upgrade to extenders from Western Communication at cost of \$8,267.00 (budgeted Fire Department)
- D. Permission for Mayor to sign Recreational Trails Program Project Agreement with South Dakota Game, Fish and Parks for grant not to exceed \$75,000.00 Grant awarded to reconstruct boardwalk along south side of Whitewood Creek from Railroad Avenue to Welcome Center
- E. Permission to increase wage of H.P. Administrative Assistant Meghan Wittmis from \$17.30 per hr. to \$18.27 per hr. effective September 5, 2018 after completing one year of service (95% prevailing wage)
- F. Permission to increase wage of Rec Center employees Jeanne Reif from \$9.70 per hr. to \$10.28 per hr. effective September 9, 2018 after three years of service, Adrienne Melcher from \$9.20 per hr. to \$9.48 per hr. effective September 7, 2018 after one year of service, and Bradly Morgan from \$9.20 per hr. to \$9.48 per hr. effective September 8, 2018 after one year of service
- G. Permission to increase wages of Karla Dower and Marie Carr from \$11.03 to \$13.40 an hour, effective immediately
- H. Accept resignations from part time Police Officer Martin Yost effective August 22, 2018, Trolley Driver Dennis Rottenbucher effective August 20, 2018, Rec Center Receptionist Jeanne Emmert effective August 18, 2018 and Lifeguard Grace Campbell effective August 18, 2018
- I. Permission to purchase and pay Southside for 5500 gallons of gas at \$2.79 per gallon
- J. Permission to pay Wheeler Lumber LLC in the amount of \$2,572.20 for stair replacement at Event Center, to be paid from HP Capital Assets
- K. Act as Board of Adjustment and approve final plat for general location at 160 Timm Lane, Lot 5A of Arnio Subdivision to facilitate transfer of land adjacent to Mickelson Trail. Planning and Zoning Commission approved on August 15, 2018
- L. Removed for separate consideration in new business
- M. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for John T. Cole



## REGULAR MEETING, SEPTEMBER 4, 2018

- N. Permission for Keith Umenthum to assist Public Works with roof inspections at \$50.00 per roof under direction of Public Works Director, until such times as services are no longer needed.
- O. Approve out of state travel for Braxton McKeown to attend Field Officer Training Seminar from September 10-14, 2018 in Broomfield, Colorado.
- P. Permission for Tem Tech to replace air conditioning compressor in Rec Center roof top unit #2 at Rec Center in the amount of \$3,310.93, to be paid from Public Buildings Q.
- Q. Permission to hire Hannah Valentine for lifeguard position at \$10.01 per hour effective September 6, 2018, pending pre-employment screening

## PUBLIC HEARINGS

### Set

Todd moved, Ruth seconded to set public hearing on September 17 for Homecoming Parade.  
Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to set public hearing on September 17 for Harvest Jubilee.  
Roll Call: Aye-All. Motion carried.

## NEW BUSINESS

### Ordinances

Martinisko moved, Ruth seconded to approve second reading of Ordinance #1278 Amending Chapter 2.04. Roll Call: Aye-All. Motion carried.

Ruth moved, Struble seconded to approve first reading of 2019 Budget Appropriation Ordinance #1279. Roll Call: Aye-All. Motion carried.

### Contract

Martinisko moved, Ruth seconded to allow Mayor to sign multi-year contract with Seaton Publishing at \$20,250.00 annually for mobile app platform to meet visitor information needs.  
Roll Call: Aye-All. Motion carried.

### Hire

Ruth moved, Martinisko seconded to hire Conrad's Signs to repair Tootsie sign at cost not to exceed \$6,739.00, contingent upon permission by owner to access roof. Attorney Riggins added that he is working on a signed lease with Mr. Kirwan, property owner. Roll Call: Aye-All.  
Motion carried.

### Plat

Commissioner Ruth recused himself. Martinisko moved, Struble seconded to act as Board of Adjustment and approve final plat for general location at 703 Main Street (Motor Lodge) of Lot 4A1 and 4A2 to facilitate transfer of Lot 4A2. Planning and Zoning Commission approved on August 15, 2018. Roll Call: Aye-All. Motion carried.

## INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- Bev's Bees Poker Run is rescheduled to September 9. Bikes will park on southwest side of Main Street from Wall to lee Street from 5:00 p.m. to 10:00 p.m.
- Due to Labor Day holiday, garbage pickup will be on Saturday, September 8.

Attorney Riggins requested Executive Session for union negotiations per SDCL 1-25-2 (4), and personnel matters per SDCL 1-25-2 (1) with no action.

## ADJOURNMENT

Todd moved, Struble seconded to adjourn the regular session at 5:14p.m. convene into Executive Session for union negotiations per SDCL 1-25-2 (4), and personnel matters per SDCL 1-25-2 (1) with no action. The next regular meeting will be on Monday, September 17, 2018.

**REGULAR MEETING, SEPTEMBER 4, 2018**

After coming out of executive session at 5:50 p.m., Martinisko moved, Ruth seconded to adjourn.

ATTEST:

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

\_\_\_\_\_  
Mary Jo Nelson, Finance Officer

BY: \_\_\_\_\_  
Charles M Turbiville, Mayor

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

PACKET: 04435 COMBINED - 9/18/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4382	ALLIED CONSTRUCTION					
		I-REFUND BP180154	101-3000-205	BUILDING PERM REFUND BP180154 EDSTROM/BI	000000	240.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 240.00
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01-0418	BLACK HILLS PIONEER					
		I-731 - 2018	101-4111-423	PUBLISHING MINUTES - 7/16/18	000000	136.29
		I-759 - 2018	101-4111-423	PUBLISHING NOH - DEADWEIRD EVENT	000000	19.87
		I-760 - 2018	101-4111-423	PUBLISHING NOH - OKTOBERFEST EVENT	000000	24.95
		I-761 - 2018	101-4111-423	PUBLISHING NOH - WILD WEST SONGWRITERS	000000	18.02
		I-784 - 2018	101-4111-423	PUBLISHING MINUTES - 8/23/18	000000	140.45
01-1705	VANWAY TROPHY					
		I-98189	101-4111-426	SUPPLIES SERVICE AWARDS	000000	24.40
				DEPARTMENT 111	COMMISSION	TOTAL: 363.98
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01-2394	GUNDERSON, PALMER, NELS					
		I-87312	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	3,393.89
				DEPARTMENT 141	ATTORNEY	TOTAL: 3,393.89
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01-0418	BLACK HILLS PIONEER					
		I-20433	101-4142-422	PROFESSIONAL AD FOR FINANCE OFFICER	000000	150.00
		I-20673	101-4142-422	PROFESSIONAL AD FOR FINANCE OFFICER	000000	166.00
01-1019	SD SECRETARY OF STATE					
		I-091218	101-4142-422	PROFESSIONAL NOTARY FILING FEE - MT/FINANCE	000000	30.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN521378	101-4142-422	PROFESSIONAL SQUARE 9 YRLY MAINTENANCE	000000	5,556.00
01-1514	RAPID CITY JOURNAL SUBS					
		I-132-60004393	101-4142-422	PROFESSIONAL AD FOR FINANCE OFFICER	000000	927.00
01-1827	MS MAIL & MARKETING					
		I-10116	101-4142-426	SUPPLIES OFFICE LETTERHEAD - FINANCE	000000	75.00
				DEPARTMENT 142	FINANCE	TOTAL: 6,904.00
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01-0223	COCA COLA BOTTLING HIGH					
		I-2389056	101-4192-426	SUPPLIES CREAMER-COFFEE SUPPLIES/PB	000000	120.00
		I-2662770	101-4192-426	SUPPLIES CO2 TANKS/PUB BLDGS	000000	200.00
01-0429	BLACK HILLS ENERGY					

PACKET: 04435 COMBINED - 9/18/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0429	BLACK HILLS ENERGY	continued				
	I-POWER	08-29-18	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	14.99
	I-POWER	08-29-18	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	22.31
	I-POWER	08-29-18	101-4192-428	UTILITIES WELCOME SIGN JCT HWY 385 & CLI	000000	13.57
	I-POWER	08-29-18	101-4192-428	UTILITIES 1 MILLER STREET	000000	15.11
	I-POWER	08-29-18	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	14.75
	I-POWER	08-29-18	101-4192-428	UTILITIES WELCOME SIGN DEADWOOD HILL	000000	21.70
	I-POWER	08-29-18	101-4192-428	UTILITIES SAMPSON STREET PUMP	000000	19.37
	I-POWER	08-29-18	101-4192-428	UTILITIES PRESSURE REG STATION	000000	28.20
	I-POWER	08-29-18	101-4192-428	UTILITIES GAYVILLE PUMP	000000	12.00
	I-POWER	08-29-18	101-4192-428	UTILITIES 1 MCKINLEY ST TRAFFIC LIGHTS	000000	104.70
	I-POWER	08-29-18	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	81.29
	I-POWER	08-29-18	101-4192-428	UTILITIES 565 MAIN STREET LIGHTS	000000	24.69
	I-POWER	08-29-18	101-4192-428	UTILITIES 135 SHERMAN STREET LIGHTS	000000	51.30
	I-POWER	08-29-18	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	7,189.03
	I-POWER	08-29-18	101-4192-428	UTILITIES 398 WILLIAMS STREET LIGHTS	000000	25.16
	I-POWER	08-29-18	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	15.84
	I-POWER	08-29-18	101-4192-428	UTILITIES 610 BROADWAY STREET	000000	100.53
	I-POWER	08-29-18	101-4192-428-07	UTILITIES - F FIRE HALL	000000	613.98
	I-POWER	08-29-18	101-4192-428-07	UTILITIES - F 737 MAIN STREET FIRE HALL	000000	10.70
	I-POWER	08-29-18	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	48.18
	I-POWER	08-29-18	101-4192-428-19	UTILITIES - G 418 CLIFF STREET GATEWAY	000000	34.53
	I-POWER	08-29-18	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	397.37
	I-POWER	08-29-18	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	194.55
	I-POWER	08-29-18	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES STREET	000000	16.58
	I-POWER	08-29-18	101-4192-428	UTILITIES PUMP 119 DENVER AVENUE	000000	1,170.58
	I-POWER	08-29-18	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	124.74
	I-POWER	08-29-18	101-4192-428	UTILITIES 509 WILLIAMS STREET LIGHTS	000000	20.38
	I-POWER	08-29-18	101-4192-428	UTILITIES TIMMS LANE POLE BUILDING	000000	55.52
	I-POWER	08-29-18	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	611.84
	I-POWER	08-29-18	101-4192-428	UTILITIES 105 1/2 SHERMAN ST TRAFFIC LTS	000000	67.35
	I-POWER	08-29-18	101-4192-428	UTILITIES 102 WATER TANK LANE	000000	12.00
	I-POWER	08-29-18	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	130.75
	I-POWER	08-29-18	101-4192-428	UTILITIES 7 1/2 PECK STREET LIGHTS	000000	29.86
	I-POWER	08-29-18	101-4192-428	UTILITIES WILD BILL STATUE LIGHT	000000	12.00
	I-POWER	08-29-18	101-4192-428	UTILITIES 135 WILLIAMS STREET LIGHTS	000000	23.37
	I-POWER	08-29-18	101-4192-428	UTILITIES 34 LINCOLN AVENUE LIGHTS	000000	29.37
	I-POWER	08-29-18	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	247.59
	I-POWER	08-29-18	101-4192-428	UTILITIES 368 WILLIAMS STREET LIGHTS	000000	21.34
	I-POWER	08-29-18	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN ST	000000	700.21
	I-POWER	08-29-18	101-4192-428	UTILITIES 65 SHERMAN STREET	000000	1,805.21
	I-POWER	08-29-18	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	114.06
	I-POWER	08-29-18	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	13.44
	I-POWER	08-29-18	101-4192-428-03	UTILITIES - B CONSESSION STAND 16 CRESCENT	000000	154.85
	I-POWER	08-29-18	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	25.31
	I-POWER	08-29-18	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM 40 CRESCENT	000000	2,769.55
	I-POWER	08-29-18	101-4192-428	UTILITIES 20 WABASH STREET LIGHTS	000000	22.91
	I-POWER	08-29-18	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET CITY HALL	000000	3,394.84
	I-POWER	08-29-18	101-4192-428	UTILITIES 22 DUDLEY STREET LIGHTS	000000	23.37

PACKET: 04435 COMBINED - 9/18/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
		I-POWER 08-29-18	101-4192-428	UTILITIES 9 CEMETERY STREET LIGHTS	000000	15.11
		I-POWER 08-29-18	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	781.16
		I-POWER 08-29-18	101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	27.05
		I-POWER 08-29-18	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	43.32
		I-POWER 08-29-18	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	486.00
		I-POWER 08-29-18	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE	000000	17.95
		I-POWER 08-29-18	101-4192-428	UTILITIES TICKET BOOTH/BATHROOM	000000	71.71
		I-POWER 08-29-18	101-4192-428	UTILITIES 301 CLIFF STREET	000000	1,142.41
		I-POWER 08-29-18	101-4192-428	UTILITIES PRV STATION 4 DAKOTA STREET	000000	35.66
		I-POWER 08-29-18	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	442.91
		I-POWER 08-29-18	101-4192-428	UTILITIES 178 SHERMAN STREET LIGHTS	000000	61.32
		I-POWER 08-29-18	101-4192-428-21	UTILITIES - W 501 MAIN STREET WELCOME CENTER	000000	1,278.97
		I-POWER 08-29-18	101-4192-428	UTILITIES 46 FREMONT STREET LIGHTS	000000	36.42
		I-POWER 08-29-18	101-4192-428	UTILITIES 22 WASHINGTON STREET LIGHTS	000000	53.18
		I-POWER 08-29-18	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	903.76
		I-POWER 08-29-18	101-4192-428	UTILITIES 4 MT MORIAH ROAD LIGHTS	000000	29.14
		I-POWER 08-29-18	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	184.95
		I-POWER 08-29-18	101-4192-428	UTILITIES 5 SIEVER STREET	000000	557.92
		I-POWER 08-29-18	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT STREET	000000	338.29
		I-POWER 08-29-18	101-4192-428-06	UTILITIES - D 15 CRESCENT STREET RODEO	000000	2,134.81
		I-POWER 08-29-18	101-4192-428	UTILITIES 7 1/2 SAMPSON STREET LIGHTS	000000	27.07
		I-POWER 08-29-18	101-4192-428	UTILITIES 62 FOREST AVENUE LIGHTS	000000	31.43
		I-POWER 08-29-18	101-4192-428	UTILITIES REDWOOD TANK	000000	138.65
		I-POWER 08-29-18	101-4192-428	UTILITIES PUMP 50 PLEASANT STREET	000000	12.25
		I-POWER 08-29-18	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	0.00
		I-POWER 08-29-18	101-4192-428-12	UTILITIES - P 767 MAIN STREET	000000	10.70
		I-POWER 08-29-18	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BLDG	000000	153.49
		I-POWER 08-29-18	101-4192-428	UTILITIES WATER HEAT TAPE	000000	12.00
		I-POWER 08-29-18	101-4192-428	UTILITIES PRESSURE REDUCTION STATION	000000	19.81
		I-POWER 08-29-18	101-4192-428	UTILITIES FLAG 2 MOUNT MARIAH DRIVE	000000	32.68
		I-POWER 08-29-18	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVENUE	000000	771.26
		I-POWER 08-29-18	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	12.60
		I-POWER 08-29-18	101-4192-428	UTILITIES 8 DAKOTA STREET LIGHTS	000000	18.72
		I-POWER 08-29-18	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	22.43
		I-POWER 08-29-18	101-4192-428	UTILITIES 49 SHERMAN STREET LIGHTS	000000	119.05
		I-POWER 08-29-18	101-4192-428	UTILITIES 17 PLEASANT STREET LIGHTS	000000	23.85
01-0479	EPCO ENVIRONMENTAL PROD					
		I-63715	101-4192-426	SUPPLIES PLEATED AIR FILTERS/PUB BLDGS	000000	611.03
01-0547	M&M SANITATION					
		I-37168	101-4192-422-05	PROFESSIONAL MONTHLY TOILET RENTAL/COLD STG	000000	110.00
		I-37171	101-4192-422-18	PROFESSIONAL MONTHLY TOILET RENTAL/FOOTBALL	000000	125.00
01-0553	MONTANA DAKOTA UTILITIE					
		I-8-24-18 NATURALGA	101-4192-428-04	UTILITIES - C CITY HALL	000000	67.79
		I-8-24-18 NATURALGA	101-4192-428-14	UTILITIES - S CITY SHOP	000000	23.43
		I-8-24-18 NATURALGA	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	55.63

PACKET: 04435 COMBINED - 9/18/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0553	MONTANA DAKOTA UTILITIE	continued				
		I-8-24-18	NATURALGA 101-4192-428-12	UTILITIES - P PAVILION	000000	0.00
		I-8-24-18	NATURALGA 101-4192-428-07	UTILITIES - F FIRE HALL	000000	66.77
		I-8-24-18	NATURALGA 101-4192-428-13	UTILITIES - R REC CENTER	000000	1,681.12
		I-8-24-18	NATURALGA 101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	55.12
		I-8-24-18	NATURALGA 101-4192-428	UTILITIES GAYVILLE WATER HOUSE BLACKTAIL	000000	18.51
		I-8-24-18	NATURALGA 101-4192-428-09	UTILITIES - H HARCC	000000	52.59
		I-8-24-18	NATURALGA 101-4192-428-19	UTILITIES - G GATEWAY PLUMA	000000	17.05
		I-8-24-18	NATURALGA 101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	17.05
		I-8-24-18	NATURALGA 101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	17.60
		I-8-24-18	NATURALGA 101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	24.34
		I-8-24-18	NATURALGA 101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	79.45
		I-8-24-18	NATURALGA 101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	90.25
01-0563	RCS CONSTRUCTION					
		I-PAY APP 3 FINAL	101-4192-422-12	PROFESSIONAL- PAVILION DEMO-LOT CONSTRUCTION	000000	29,405.81
01-0724	ARMSTRONG EXTINGUISHER					
		I-156073	101-4192-422-06	PROFESSIONAL- FIRE SUPP MAINTENANCE/RODEO	000000	225.36
01-1370	TEMPERATURE TECHNOLOGY,					
		I-22401	101-4192-425-13	REPAIRS - REC COMPRESSOR REPLACE-CHG OUT/REC	000000	3,310.93
		I-22429	101-4192-422-04	PROFESSIONAL SERVICE ON HEATER/CITY HALL	000000	160.00
01-1380	WASTE CONNECTIONS, INC.					
		I-12424428	101-4192-426-11	SUPPLIES - PA AUGUST DUMPSTER SRVC/PARKS	000000	435.90
		I-12425611	101-4192-426-20	SUPPLIES - RE AUGUST DUMPSTER SRVC/RECYCLING	000000	520.00
01-1396	LOWE ROOFING, INC.					
		I-14584	101-4192-425-10	REPAIRS - LIB SKYLIGHT REPLACEMENT/LIBRARY	000000	2,075.00
01-1502	BLACK HILLS CHEMICAL					
		I-138600A	101-4192-426	SUPPLIES DISPENSER/PUB BLDGS	000000	11.76
		I-141315	101-4192-426	SUPPLIES BLEACH-NO DYE-CLNR-SPRAY-TP/PB	000000	361.95
		I-141329	101-4192-426	SUPPLIES CLOROX BLEACH/PUB BLDGS	000000	35.94
		I-141633	101-4192-426	SUPPLIES BLEACH-TOWEL-CLNR-TP-GRBG/PB	000000	496.84
		I-141724	101-4192-426	SUPPLIES CLOROX BLEACH/PUB BLDGS	000000	35.94
		I-142128	101-4192-426	SUPPLIES NO DYE-TP-TOWEL/PUB BLDG	000000	563.49
01-1558	ECOLAB PEST ELIMINATION					
		I-2270882	101-4192-422-21	PROFESSIONAL ONE SHOT SERVICE/WELCOME	000000	90.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-745456	101-4192-425-17	REPAIRS-DAYS HI POWER IT V BELT/76 MUSEUM	000000	10.80
01-2177	PITNEY BOWES					
		I-3306948896	101-4192-422-04	PROFESSIONAL QTRLY LEASE - JULY-SEP	000000	250.05
01-3094	BOMGAARS					

PACKET: 04435 COMBINED - 9/18/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3094	BOMGAARS	continued				
		I-180815_464_3	101-4192-425-06	REPAIRS - DAY IMPACT WRENCH-SOCKET SET/PB	000000	192.48
01-3109	WEST RIVER MASONRY INC.					
		I-2018-151	101-4192-425-07	REPAIRS - FIR PROJECT LABOR-MATERIAL/FIRE HA	000000	1,367.35
01-3151	KONE INC.					
		I-959030157	101-4192-422-17	PROFESSIONAL- AUGUST MAINTENANCE/76 MUSEUM	000000	155.80
01-3259	INTERSTATE ENGINEERING					
		I-L1600053.03	101-4192-422-05	PROFESSIONAL MITIGATION PLANS- 310 CLIFF ST	000000	232.50
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV058002	101-4192-425-21	REPAIRS - WEL FILTER-REFRIG-REPAIRS/WELCOME	000000	945.60
01-3346	REGIONAL HEALTH					
		I-700000832092018	101-4192-422	PROFESSIONAL TESTING	000000	35.00
01-3685	BLACK HILLS SECURITY &					
		I-P108127	101-4192-425-01	REPAIRS - ADA REPL BASEMENT MOTION DETEC/AH	000000	342.09
01-3977	ACE HARDWARE OF LEAD					
		I-009613	101-4192-425-04	REPAIRS - CIT COUPLER-CABLE-WALLPLATE/CITY	000000	27.56
01-4057	VIEHAUSER ENTERPRISES,					
		I-19184	101-4192-426	SUPPLIES HOUDINI SPRAY LUBRICANT/PB	000000	23.96
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	75,443.74
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01-0510	GOLDEN WEST TECHNOLOGIE					
		I-338987	101-4193-422	PROFESSIONAL EMAIL SECURITY,OFFSITE BACKUP	000000	1,309.00
01-1150	AVENET, LLC					
		I-43062	101-4193-422	PROFESSIONAL RECORD ADDED TO DNS SERVER	000000	50.00
01-1808	NELSON, MARY JO					
		I-083118	101-4193-426	SUPPLIES REIMBS.- SERVER SUPPLIES	000000	99.99
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	1,458.99
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01-0508	GALLS, LLC					
		I-010615190	101-4210-426	SUPPLIES TACTICAL STORM WP,WATCH CAP-PD	000000	131.24
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-744669	101-4210-425	REPAIRS SYN5W20, DEX-C00L - POLICE	000000	56.59
01-3776	KAMINSKY, SULLENBERGER					

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3776	KAMINSKY, SULLENBERGER	continued				
		I-2018-34-02	101-421Q-422	PROFESSIONAL TRAINING SEMINAR/MCKEON - PD	000000	250.00
01-4195	MARCO					
		I-23314422	101-4210-424	RENTALS COPIER CONTRACT - POLICE	000000	471.37
01-4384	ARROWHEAD FORENSICS					
		I-109128	101-4210-426	SUPPLIES EVIDENCE ENVELOPES, LABELS, TAPE	000000	340.21
				DEPARTMENT 210 POLICE	TOTAL:	1,249.41
01-0547	M&M SANITATION					
		I-37170	101-4221-422	PROFESSIONAL MONTHLY TOILET RENTAL/FIREWISE	000000	110.00
01-1406	STRETCH'S GLASS & CUSTO					
		I-IO27527	101-4221-426	SUPPLIES CHARGER, 4 BATTERIES/ FIRE DEPT	000000	1,414.83
01-1424	SOUTHSIDE SERVICE					
		I-1018	101-4221-425	REPAIRS REPAIR ANTIFRZ OVERFLOW TANK	000000	30.00
		I-48874	101-4221-425	REPAIRS BATTERY - POLICE DEPT	000000	140.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-743584	101-4221-425	REPAIRS LED CLEARANCE LIGHT - FIRE	000000	23.06
		I-32-743585	101-4221-425	REPAIRS RADIATOR CAP - FIRE DEPT	000000	4.10
		I-32-743601	101-4221-425	REPAIRS LED PLUG, PROTECTANT - TROLLEY	000000	15.57
		I-32-743761	101-4221-426	SUPPLIES WD-40, SPRAY APP, LED PLUG- FIRE	000000	36.14
		I-32-745424	101-4221-426	SUPPLIES 11 OZ NET AER - FIRE DEPT	000000	5.79
01-3056	NORTHERN HILLS TECHNOLO					
		I-9662285	101-4221-422	PROFESSIONAL ONLINE BACKUP - AUG /FIRE DEPT	000000	32.50
01-3531	RAKOW, JASON					
		I-082918	101-4221-422	PROFESSIONAL COMMISSION MEETINGS - APR-AUG	000000	250.00
01-3855	PAPOUSEK, SONYA					
		I-082818	101-4221-427	TRAVEL REIMBS. FUEL - TRAINING/PIERRE	000000	30.01
01-4384	ARROWHEAD FORENSICS					
		I-109237	101-4221-426	SUPPLIES EVIDENCE DISPENSING TAPE - PD	000000	54.00
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRT	TOTAL:	2,146.00
01-1191	UMENTHUM, KEITH					
		I-588131	101-4232-422	PROFESSIONAL (38) ROOFING INSPECTIONS/BI	000000	1,900.00
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	1,900.00



PACKET: 04435 COMBINED - 9/18/18  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE BLACK H					
		I-0006022	101-4310-426	SUPPLIES (3) 5 GAL BOTTLES WATER/STREET	000000	19.50
		I-0006107	101-4310-426	SUPPLIES (3) 5 GAL BOTTLES WATER/STREET	000000	19.50
01-0514	SIMON MATERIALS COMPANY					
		I-1294309	101-4310-425	REPAIRS DUST FREE BLACK BASE/STREETS	000000	151.25
		I-1251401	101-4310-425	REPAIRS DUST FREE BLACK BASE/STREETS	000000	141.50
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-54218	101-4310-425	REPAIRS (4) TELES PAR POSTS/STREETS	000000	240.00
01-0653	FASTENAL COMPANY					
		I-SDSPE102685	101-4310-426	SUPPLIES LOD BUSH HOOK/STREETS	000000	394.83
01-0782	JACOBS PRECISION WELDIN					
		I-25229	101-4310-425	REPAIRS 12' OF 2"X3/16" ANGLE/STREETS	000000	23.40
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1728891	101-4310-426	SUPPLIES (24) CAUTION TAPE/STREETS	000000	882.60
		I-1729813	101-4310-426	SUPPLIES CAUTION TAPE-SAFETY GOGGLES/ST	000000	974.30
		I-1729815	101-4310-426	SUPPLIES CAUTION TAPE-SAFETY GOGGLES/ST	000000	867.00
01-1500	A & B WELDING					
		I-00978520	101-4310-425	REPAIRS CABLE-CLAMP-HYPERTHEM SRVC/STR	000000	176.25
01-1515	RAPID DELIVERY					
		I-374271	101-4310-426	SUPPLIES DELIVERY FROM BUTLER/STREETS	000000	12.94
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-744353	101-4310-425	REPAIRS BLOWER MOTOR RESIST/STREETS	000000	25.64
		I-32-744357	101-4310-426	SUPPLIES BLOWER MOTOR RESIST/STREETS	000000	16.49
		I-32-744397	101-4310-425	REPAIRS AUTOWELD GAS TANK/STREETS	000000	4.19
		I-32-744679	101-4310-426	SUPPLIES STANDARD MINI BULB/STREETS	000000	1.39
		I-32-745328	101-4310-425	REPAIRS BLACKTR FRONT/STREETS	000000	153.00
01-1831	POWERPLAN					
		I-P49811	101-4310-425	REPAIRS CONVEYOR BELT-SHIPPING/STRTS	000000	5,091.32
01-3259	INTERSTATE ENGINEERING					
		I-L1600053.02	101-4310-422-01	TIMM LANE BRI CONSTRUCTION SVCS.-110 TIMM LN	000000	555.10
				DEPARTMENT 310 STREETS	TOTAL:	9,750.20
01-1380	WASTE CONNECTIONS, INC.					
		I-12424533	101-4320-422	PROFESSIONAL AUGUST RESIDENTIAL GARBAGE	000000	6,664.05
				DEPARTMENT 320 SANITATION	TOTAL:	6,664.05

PACKET: 04435 COMBINED - 9/18/18  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 370 OAKRIDGE CEMETERY  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0547	M&M SANITATION					
		I-37169	101-4370-422	PROFESSIONAL MONTHLY TOILET RENTAL/OAKRIDGE	000000	110.00
			DEPARTMENT 370	OAKRIDGE CEMETERY	TOTAL:	110.00
01-0213	TRUGREEN CHEM-LAWN					
		I-90526099	101-4520-422	PROFESSIONAL VEGETATION CONTROL/SOFTBALL	000000	249.69
01-0467	CULLIGAN OF THE BLACK H					
		I-0006021	101-4520-426	SUPPLIES (4) 5 GAL BOTTLES WATER/PARKS	000000	26.00
		I-0006108	101-4520-426	SUPPLIES (2) 5 GAL BOTTLES WATER/PARKS	000000	13.00
		I-0006160	101-4520-426	SUPPLIES SEPT COOLER RENTAL/PARKS	000000	15.00
01-0653	FASTENAL COMPANY					
		I-SDSPE102662	101-4520-425	REPAIRS 32 GALLON GRAY CONTAINER/PARKS	000000	18.94
01-0798	WARNE CHEMICAL & EQUIPM					
		I-263881	101-4520-433-05	CIP WHITEWOOD WEED SPRAYING - WHITEWOOD CRK	000000	2,900.00
		I-263882	101-4520-433-05	CIP WHITEWOOD WEED SPRAYING - WHITEWOOD CRK	000000	2,400.00
01-1397	MICHAEL TODD & COMPANY,					
		I-162844	101-4520-425	REPAIRS SIDE CHAIN LEVER LOCK/PARKS	000000	56.37
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-743830	101-4520-426	SUPPLIES 12 RO X BULK/PARKS	000000	0.98
		I-32-744203	101-4520-425	REPAIRS FR BRAKE ROTOR-DISC PAD SET/PK	000000	83.43
		I-32-744426	101-4520-425	REPAIRS T LAMP-STANDARD MINI BULB/PRKS	000000	84.07
		I-32-744615	101-4520-426	SUPPLIES (24) PRONTO 10W30 QT/PARKS	000000	70.08
01-1904	CAMPBELL SUPPLY					
		I-04010086	101-4520-426	SUPPLIES FLY TRAP BAG-SWATTER/PARKS	000000	35.91
01-2069	BARCO PRODUCTS					
		I-BP00077592	101-4520-426	SUPPLIES MEMORIAL BENCH-STONEBERGER/PKS	000000	1,006.71
			DEPARTMENT 520	PARKS	TOTAL:	6,960.18
01-0418	BLACK HILLS PIONEER					
		I-810 - 2018	101-4640-423	PUBLISHING NOH - BRD OF ADJSTMT, P&Z COMM	000000	19.40
01-0633	PETTY CASH/PLANNING & Z					
		I-91218	101-4640-426	SUPPLIES PETTY CASH REIMBURSEMENT	000000	60.00
01-3314	CENTURY BUSINESS PRODUC					
		I-438380	101-4640-428	UTILITIES HP CONTRACT - 8/9/18 - 9/8/18	000000	604.62
			DEPARTMENT 640	PLANNING AND ZONING	TOTAL:	684.02
			FUND	101 GENERAL FUND	TOTAL:	117,268.46

PACKET: 04435 COMBINED - 9/18/18  
VENDOR SET: 01  
FUND : 206 LIBRARY FUND  
DEPARTMENT: 550 LIBRARY  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0553	MONTANA DAKOTA UTILITIE					
		I-68250010003AUG/LIB	206-4550-428	UTILITIES NATURAL GAS - AUG/LIBRARY	000000	17.23
01-1562	MIDWEST TAPE					
		I-96378277	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	96.59
		I-96397489	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	39.73
01-1911	EMERY-PRATT COMPANY					
		I-613319	206-4550-434	BOOKS, MAPS A BOOK - LIBRARY	000000	16.79
DEPARTMENT 550 LIBRARY						TOTAL: 170.34
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FUND 206 LIBRARY FUND						TOTAL: 170.34

PACKET: 04435 COMBINED - 9/18/18  
VENDOR SET: 01  
FUND : 209 BED & BOOZE FUND  
DEPARTMENT: 510 REC CENTER  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-2889	ATCO INTERNATIONAL					
		I-10514806	209-4510-426	SUPPLIES GLISTEN-SEE THRU/REC CENTER	000000	339.00
01-3151	KONE INC.					
		I-959030156	209-4510-422	PROFESSIONAL AUG ELEVATOR MAINTEN/REC,RAMP	000000	149.80
01-3618	KDSJ 980 AM RADIO					
		I-18-08-025	209-4510-423	PUBLISHING AD SPOTS FALL SPORTS PREVIEW/R	000000	160.00
01-3648	NETWORK SERVICES COMPAN					
		I-512795-0	209-4510-426	SUPPLIES (2) CASES BOWL CLEANER/REC	000000	51.60
		I-512800-0	209-4510-426	SUPPLIES BODY SHAMPOO-GLVS-DISINFECT/RE	000000	244.78
DEPARTMENT 510 REC CENTER						TOTAL: 945.18
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01-0951	DEADWOOD ALIVE					
		I-145-18	209-4980-429	OTHER SEPTEMBER 2018	000000	20,000.00
01-2857	NEIGHBORHOOD HOUSING SE					
		I-082318	209-4980-429	OTHER KIDWEIRD SPONSORSHIP	000000	750.00
DEPARTMENT 980 SPECIAL EVENTS						TOTAL: 20,750.00
-----						
FUND 209 BED & BOOZE FUND						TOTAL: 21,695.18

PACKET: 04435 COMBINED - 9/18/18

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
01-0475	DEADWOOD CHAMBER & VISI					
		I-81418	215-4572-215	VISITOR MGMT BILL LIST 7/11/18 - 8/14/18	000000	35,000.00
		I-81418	215-4572-210	VISITOR MGMT BILL LIST 7/11/18 - 8/14/18	000000	34,933.79
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	69,933.79
01-0578	TWIN CITY HARDWARE & LU					
		I-B172024	215-4573-335	HIST. INTERP. ARCHIVES - BINDER LABEL HOLDER	000000	11.98
01-0633	PETTY CASH/PLANNING & Z					
		I-91218	215-4573-335	HIST. INTERP. PETTY CASH REIMBURSEMENT	000000	14.70
01-1515	RAPID DELIVERY					
		I-379736	215-4573-335	HIST. INTERP. SIMPSON PRINTING	000000	12.94
01-2014	TOMS, DON					
		I-JL BK 17	215-4573-335	HIST. INTERP. JUSTIC LEDGER BK 17	000000	500.00
01-4230	RUSHMORE OFFICE					
		I-091453	215-4573-335	HIST. INTERP. APPT BOOK	000000	23.95
01-4383	SD BUREAU OF INFO & TEL					
		I-PBFY100010	215-4573-335	HIST. INTERP. 15 DVDS SDPB DOCUMENTARY	000000	135.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	698.57
01-4086	TWIN CITY HARDWARE - GR					
		I-B170380	215-4575-525	GRANT/LOAN PA PAINT GRANT - 143 CHARLES	000000	85.98
		I-B170632	215-4575-525	GRANT/LOAN PA PAINT GRANT - 143 CHARLES	000000	42.99
		I-B172003	215-4575-525	GRANT/LOAN PA PAINT GRANT - 3 PEARL	000000	12.98
		I-B172027	215-4575-525	GRANT/LOAN PA PAINT GRANT - 102 CHARLES	000000	154.96
		I-B172671	215-4575-525	GRANT/LOAN PA PAINT GRANT - 24 RAYMOND	000000	283.95
		I-D393369	215-4575-525	GRANT/LOAN PA PAINT GRANT - 25 TERRACE	000000	466.89
		I-D393371	215-4575-525	GRANT/LOAN PA PAINT GRANT - 29 TERRACE	000000	307.93
		I-D393585	215-4575-525	GRANT/LOAN PA PAINT GRANT - 29 TERRACE	000000	175.96
		I-D393647	215-4575-525	GRANT/LOAN PA PAINT GRANT - 3 PEARL	000000	42.99
		I-D393699	215-4575-525	GRANT/LOAN PA PAINT GRANT - 30 BURNHAM	000000	497.96
		I-D394054	215-4575-525	GRANT/LOAN PA PAINT GRANT - 143 CHARLES	000000	127.05
		I-D395001	215-4575-525	GRANT/LOAN PA PAINT GRANT - 789 MAIN	000000	470.38
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	2,670.02
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-338987	215-4576-600	PROFES. SERV. EMAIL SECURITY,OFFSITE BACKUP	000000	215.00
01-2394	GUNDERSON, PALMER, NELS					

PACKET: 04435 COMBINED - 9/18/18  
VENDOR SET: 01  
FUND : 215 HISTORIC PRESERVATION  
DEPARTMENT: 576 HP PROFESSIONAL SERVICES  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-2394	GUNDERSON, PALMER, NELS	continued				
		I-87312	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	915.24
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						1,130.24
-----						
01-0578	TWIN CITY HARDWARE & LU					
		I-B171661	215-4577-735	CAPITAL ASSET RODEO GROUNDS	000000	82.74
		I-B171687	215-4577-735	CAPITAL ASSET RODEO GROUNDS	000000	4.49
		I-B171963	215-4577-735	CAPITAL ASSET RODEO GROUNDS	000000	90.34
		I-D393680	215-4577-700	CAPITAL ASSET PAINT - BONNY'S OFFICE	000000	174.91
		I-D393942	215-4577-775	CAPITAL ASSET NET BUILDERS - RAILROAD LIGHT	000000	545.59
		I-D394061	215-4577-775	CAPITAL ASSET CUPLING - RAILROAD LIGHT	000000	17.12
		I-D395059	215-4577-735	CAPITAL ASSET CASH DRAWER-RODEO GROUNDS	000000	419.98
		I-d394226	215-4577-735	CAPITAL ASSET RODEO GROUNDS	000000	10.98
01-0653	FASTENAL COMPANY					
		I-SDSPE102661	215-4577-735	CAPITAL ASSET ZINC HEX & FLAT WASHERS - RG	000000	157.65
01-0776	ALBERTSON ENGINEERING,					
		I-12397	215-4577-755	CAPITAL ASSET 2017-046H DENVER & WILLIAMS RW	000000	1,737.50
		I-12398	215-4577-735	CAPITAL ASSET 2017-356H CROW'S NEST ADDITION	000000	406.37
01-0782	JACOBS PRECISION WELDIN					
		I-25213	215-4577-735	CAPITAL ASSET STAIRCASE POST PLATES	000000	173.40
		I-25217	215-4577-735	CAPITAL ASSET CHANNEL	000000	18.30
01-1322	PETE LIEN & SONS, INC.					
		I-209234	215-4577-775	CAPITAL ASSET RAILROAD LIGHT PROJECT	000000	251.88
01-1731	WHEELER LUMBER OPERATIO					
		I-1340-032141	215-4577-735	CAPITAL ASSET GRANDSTAND STAIRS	000000	2,572.80
01-1969	LIGHTING PLASTICS OF MN					
		I-INV82070	215-4577-760	CAPITAL ASSET (12) 12" ACRYLIC GLOBE	000000	523.70
		I-INV82074	215-4577-760	CAPITAL ASSET (10) 14" ACRYLIC GLOBE	000000	480.50
01-3060	QUIK SIGNS					
		I-24266	215-4577-735	CAPITAL ASSET RODEO GROUNDS SIGNS	000000	467.63
01-3972	MEHLBERG CONSTRUCTION					
		I-91218	215-4577-725	CAPITAL ASSET SIDEWALK WORK - ADAM'S HOUSE	000000	2,489.80
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						10,625.68
-----						
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-33876	215-4641-422	PROFESSIONAL LABOR - TOMS COMPUTER	000000	106.25
		I-339300	215-4641-422	PROFESSIONAL MANAGED FIREWALL - ANNUAL	000000	1,680.00

BANK: FNBAP

FUND	215	HISTORIC PRESERVATION	TOTAL:	88,130.18
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PACKET: 04435 COMBINED - 9/18/18  
VENDOR SET: 01  
FUND : 216 REVOLVING LOAN  
DEPARTMENT: N/A NON-DEPARTMENTAL  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1191	UMENTHUM, KEITH	I-82318	216-1310	DUE FROM OTHE WORK DONE AT 770 MAIN	000000	927.50
01-2382	CONOVER, MICHAEL	I-09062018	216-1310	DUE FROM OTHE FOUNDATION - 83 CHARLES	000000	14,030.64
01-2857	NEIGHBORHOOD HOUSING SE	I-09112018	216-1310	DUE FROM OTHE CLOSING COSTS - 83 CHARLES	000000	607.16
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						15,565.30
01-0592	SJOMELING, ROBERT	I-082718	216-4653-962-01	SPECIAL NEEDS ELDERLY -405 WILLIAMS	000000	1,200.00
01-1191	UMENTHUM, KEITH	I-588130	216-4653-962-03	WINDOWS GRANT STORM WINDOWS - 771 MAIN	000000	3,935.49
01-1496	LAWRENCE CO. REGISTER O	I-2004	216-4653-960	CLOSING CO REC MORTGAGE 83 CHARLES	000000	30.00
		I-2005	216-4653-960	CLOSING CO REC MORTGAGE - 118 CHARLES	000000	30.00
		I-675MCCALLUM	216-4653-960	CLOSING CO REC MORTGAGE - GOLD NUGGET	000000	30.00
		I-8102018	216-4653-960	CLOSING CO REC SAT MORTGAGE - GOLD NUGGET	000000	30.00
01-2092	REAUSAW, RALPH	I-091018	216-4653-962-01	SPECIAL NEEDS ELDERLY - 10 CRESCENT	000000	10,000.00
01-2857	NEIGHBORHOOD HOUSING SE	I-09072018	216-4653-960	CLOSING CO REC MORTGAGE - KELLAR & SHAMA	000000	61.95
		I-2018-8	216-4653-422	PROFESSIONAL SERVICING CONTRACT - INTERIM	000000	6,033.75
01-3318	PL CARPENTRY & ASSOCIAT	I-092118	216-4653-962-03	WINDOWS GRANT SIDING/WINDOWS - 107 FOREST	000000	4,336.91
		I-092118	216-4653-962-04	SIDING GRANT SIDING/WINDOWS - 107 FOREST	000000	7,750.06
01-3552	COMPETITIVE MASONRY	I-844977	216-4653-962-08	FOUNDATION GR FOUNDATION - 50 VAN BUREN	000000	6,759.00
01-3605	JOHNSON, MICHAEL	I-091018	216-4653-962-01	SPECIAL NEEDS ELDERLY RESIDENT - 8 VAN BUREN	000000	9,188.76
		I-844973	216-4653-962-08	FOUNDATION GR FOUNDATION - 8 VAN BUREN	000000	918.00
		I-9783	216-4653-962-03	WINDOWS GRANT WINDOWS - 8 VAN BUREN	000000	257.59
01-3994	NUGGET SALOON, LLC	I-4	216-4653-962-05	FACADE EASEME FACADE - 610 MAIN	000000	4,472.83
01-4068	RAPID EXTERIORS	I-169	216-4653-962-03	WINDOWS GRANT WINDOWS - 41 TAYLOR	000000	19,125.13
		I-169-1	216-4653-962-04	SIDING GRANT SIDING - 41 TAYLOR	000000	5,975.70



VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4086	TWIN CITY HARDWARE - GR	I-C133165	216-4653-962-03	WINDOWS GRANT WINDOWS - 374 WILLIAMS	000000	3,298.31
01-4323	OPHEIM, JOSEPH AND JULI	I-B173566	216-4653-962-04	SIDING GRANT SIDING - 26 FREMONT	000000	3,486.22
01-4385	NEWKIRK CONSTRUCTION	I-090418	216-4653-962-01	SPECIAL NEEDS ELDERLY - 47 FOREST	000000	2,521.48
01-4386	BESSO, MIKE	I-15108	216-4653-962-01	SPECIAL NEEDS ELDERLY - 405 WILLIAMS	000000	731.90
DEPARTMENT 653 REVOLVING LOAN					TOTAL:	90,173.08
FUND 216 REVOLVING LOAN					TOTAL:	105,738.38

PACKET: 04435 COMBINED - 9/18/18

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-EQR 08-31-18	602-4330-422	PROFESSIONAL SEPT MONTHLY EQR/WATER	000000	32,531.79
01-1653	STURDEVANT'S AUTO PARTS					
		C-32-743528	602-4330-426	SUPPLIES MAX LIFT GAS CHARGE/WATER	000000	15.11-
		I-32-743519	602-4330-426	SUPPLIES MAX LIFT GAS CHARGE/WATER	000000	15.11
		I-32-744202	602-4330-426	SUPPLIES OIL FILTER-OIL 5W20 DEXOS/WTR	000000	53.15
		I-32-745136	602-4330-426	SUPPLIES WRIGHT 5 POINT SOCKET/WATER	000000	44.98
		I-32-745358	602-4330-426	SUPPLIES FAST FIT GLOVES/WATER	000000	13.35
				DEPARTMENT 330 WATER	TOTAL:	32,643.27
				FUND 602 WATER FUND	TOTAL:	32,643.27

PACKET: 04435 COMBINED - 9/18/18

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-CONSUMP 08-31-18	603-4325-429	OTHER EXPENSE AUG MONTHLY CONSUMP/WATER	000000	1,031.02
				DEPARTMENT 325 SEWER	TOTAL:	1,031.02
				FUND 603 SEWER FUND	TOTAL:	1,031.02

PACKET: 04435 COMBINED - 9/18/18

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-54175	610-4360-426	SUPPLIES NO PARKING SIGNS - P&T	000000	150.00
01-2717	AMANO MCGANN, INC.					
		I-P029252	610-4360-426	SUPPLIES PARKNG LOT KIOSK - P&T	000000	16,172.98
01-4317	VIGILANT BUSINESS SOLUT					
		I-18945	610-4360-422	PROFESSIONAL BACKGROUND INVESTIGATION-P&T	000000	111.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						16,433.98
01-0545	LYNN'S DAKOTA MART					
		I-090418 - 0002	610-4361-426	SUPPLIES WATER BOTTLES - TROLLEY	000000	39.90
01-1466	MOLLY CORPORATION					
		I-11136	610-4361-426	SUPPLIES SNAP ACTION SWITCH - TROLLEY	000000	76.16
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-743300	610-4361-426	SUPPLIES CLEARWELD SYRI - TROLLEY	000000	4.99
		I-32-743735	610-4361-422	PROFESSIONAL BLK SILICONE - TROLLEY	000000	6.43
01-3060	QUIK SIGNS					
		I-24380	610-4361-426	SUPPLIES SIGNS FOR TROLLEY	000000	79.45
		I-24434	610-4361-426	SUPPLIES SIGNS FOR TROLLEY	000000	82.45
01-3346	REGIONAL HEALTH					
		I-700000832092018	610-4361-422	PROFESSIONAL TESTING	000000	110.00
01-3970	A & I DISTRIBUTORS					
		I-3182246	610-4361-426	SUPPLIES 55 GAL DRUM OIL - TROLLEY	000000	525.90
01-4347	VERIZON NETWORKFLEET IN					
		I-OSV000001545715	610-4361-422	PROFESSIONAL GPS SERVICE - SEPT / TROLLEY	000000	103.75
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						1,029.03
01-0429	BLACK HILLS ENERGY					
		I-POWER 08-29-18	610-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	750.64
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-338987	610-4362-422	PROFESSIONAL MANAGED FIREWALL - PKG RAMP	000000	52.50
01-3151	KONE INC.					
		I-959030156	610-4362-422	PROFESSIONAL AUG ELEVATOR MAINTEN/REC,RAMP	000000	149.80
DEPARTMENT 362 BROADWAY GARAGE TOTAL:						952.94
FUND 610 PARKING/TRANSPORTATION TOTAL:						18,415.95

PACKET:04435 COMBINED - 9/18/18

VENDOR SET:01

FUND:723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT:000 NON-DEPARTMENTAL

BUDGET TO USE:CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-091218	723-4000-429	OTHERCITY SLOTS - PYMT 3, YR 1	000000	29,829.55
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	29,829.55
			FUND	723 NICKEL SLOT PAYMENT AGENCY	TOTAL:	29,829.55
					REPORT GRAND TOTAL:	414,922.33

**Executive Proclamation**  
**Deadwood, South Dakota**  
**Office of the Mayor**

9-17-18  
5A

**WHEREAS**, 13.3% of people lived below the poverty line in South Dakota in 2017.

**WHEREAS**, secure tenure not only facilitates opportunities for health improvement, civic engagement, investment and wealth accumulation, but also provides a source of identity, status and serves as a basis for the pursuit of other rights; and

**WHEREAS**, the United Nations General Assembly has declared the first Monday in October as World Habitat Day, a time to unite in a worldwide effort to promote policies to ensure adequate shelter for all. By raising awareness and advocating for universal decent housing, we can change the systems that reinforce poverty housing and make affordable homes a reality for all; and

**WHEREAS**, Black Hills Area Habitat for Humanity Restores have recycled over 90 tons of material in the past four years and will continue to address the lack of decent housing around the world while reducing environmental impact by recycling building materials through Habitat Restores; and

**WHEREAS**, in recognition of World Habitat Day 2018, Black Hills Area habitat for Humanity will continue to build and preserve simple, decent, affordable housing for families in the Black Hills.

**NOW, THEREFORE**, I, Charles Turbiville, Mayor of Deadwood, do hereby designate October 1st, 2018, as

**World Habitat Day**

and encourage all Deadwood citizens to work towards the elimination of inadequate housing.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused to be affixed the seal of the City of Deadwood this 1st day of October, 2018.

---

Mayor Charles Turbiville  
Deadwood, South Dakota

9-17-18  
58

**5.48.070 Transfer.**

Any license for a device licensed hereunder may be transferred from one (1) device to another under the same taxicab business by said chief of police, upon payment of a transfer fee of ten dollars (\$10.00), upon condition that the second, or subsequent, device has been inspected and approved as complying with this chapter. No business license shall be transferred from one (1) taxicab business to another except after finding by the Deadwood city commission that the proposed transferee is fit, willing and able to perform the service of such business.

(Ord. 1162 (part), 2011)

# DEADWOOD

## City of Deadwood

102 Sherman Street  
Deadwood, SD 57732  
(605) 578-2623



### TAXI BUSINESS APPLICATION - \$75.00 Fee

I am aware of, and was given a copy of the City of Deadwood Taxi Regulations as well as read and understand the City of Deadwood Taxi Regulations: Dakota Taxi Brad Meek

Name of company owner/manager

☒ Renewal ☐ New Application

For Year: 2018

#### BUSINESS

Business Name (as will appear on license): Dakota Taxi LLC

Business Address: P.O. Box 195 Warner SD 57479

Business Phone: 605-920-2020

SD Sales Tax Number: 471791190

If business is a partnership or corporation, please provide name and address of each partner/officer.

Name: Brad Meek Address: Same

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

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

#### PERSON COMPLETING APPLICATION

Applicant Name: Brad Meek

Home Address: 12 1st Warner SD 57479

Home Phone/Cell Phone: 605-351-1830 Date of Birth: 09-28-67

Is applicant also the contact person? ☒ Yes ☐ No If not, who is the contact person for this application:

Contact Name: \_\_\_\_\_ Address: \_\_\_\_\_

Home Phone/Cell Phone: \_\_\_\_\_



Date Recieved \_\_\_\_\_  
Date Issued \_\_\_\_\_

License No. 9-17-18  
6A

## Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

### A. Owner Name and Address

Deadwood History, Inc.  
150 Sherman St.  
Deadwood, SD 57732

Owner's Telephone #: \_\_\_\_\_

### B. Business Name and Address

Lic# RB-20301 Malt Beverage  
Days of '76 Museum  
18 Seventy Six Dr  
Deadwood, SD 57732

Business Telephone #: \_\_\_\_\_

### C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor  
☐ Retail (on-sale) Liquor - Restaurant 10/16/18  
☐ Retail (on-off sale) Wine  
☐ Package (off-sale) Liquor 5:30-8pm  
☒ Retail (on-off sale) Malt Beverage  
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine  
☐ Package (off sale) Malt Beverage  
☐ Package (off sale) Malt Beverage & SD Farm Wine  
☐ Other (please classify) \_\_\_\_\_  
☐ Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 0

Number of other On-sale Liquor Licenses held: 0

Is this License in active use? ☒ Yes ☐ No

### D. Legal description of licensed premise:

Lots 2 & 3 of the Days of 76 tract as shown on the plat of  
Lots 1,2 & 3 of the Days of 76 Tract formerly the Days of  
76 Tract being a portion of M.S. 569, all located in the NE ¼  
of Sec 23T5N, R3B, B.H.M., City of Deadwood, Lawrence Co

Days 76  
Museum

Have you ever been convicted of a felony? ☐ Yes ☒ No

Do you own ☐ or lease ☒ this property? (Check one)

E. State Sales Tax Number: 1027-5335-STC

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB  
at 1-800-937-8864.

G. New license? ☐ Transfer? (\$150) ☐ Re-issuance? ☐

H. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 9/4/18 Print Name ROSE SPEARS Signature Rose Spears

I. Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality? ☐ Yes ☐ No County: \_\_\_\_\_

This application was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Approving Officer's Telephone number \_\_\_\_\_ Signature: \_\_\_\_\_

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on \_\_\_\_\_. Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation? ☐ Yes ☐ No

Are real property taxes paid to date? ☐ Yes ☐ No

Ineligible for video lottery ☐

Number of video lottery terminals on licensed premise: \_\_\_\_\_

Renewal - no public hearing held ☐

Amount of fee collected with application \$ \_\_\_\_\_

Amount of fee retained \$ \_\_\_\_\_

Forwarded with application \$ \_\_\_\_\_

### For Local Government Use

(Seal) \_\_\_\_\_

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

### Transferred (State Use)

From: \_\_\_\_\_

Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

Please complete reverse side

9-17-18  
6 E

**RESOLUTION 2018-22, A RESOLUTION TO RENAME CERTAIN  
ACCOUNTING FUNDS IN THE CITY OF DEADWOOD**

Be it resolved by the Deadwood City Commission that on September 17, 2018, the City of Deadwood has approved the following accounting transaction

- Fund 0216 currently named Revolving Loan Fund shall be renamed as Revolving Loan **and Grant Fund**.

Dated this 17th day of September, 2018.

City of Deadwood

\_\_\_\_\_  
Charles M. Turbiville, Mayor

Attest:

\_\_\_\_\_  
Mary Jo Nelson  
Finance Officer

**RESOLUTION 2018 -23**

9-17-18  
6 F

**RESOLUTION TO SURPLUS CITY OWNED REAL ESTATE**

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

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

Lots MK3 Thru MK6 of the Mickelson Trail; Being Portions of M.S. 207, Probate Lots 417 and 420, School Lot 19, Charles Street, Part of the Former Railroad Right of Way and part of Lots 3 thru 23 of Block 79 of Original Town of Deadwood, Lawrence County, South Dakota.

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

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

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

Dated this 17th day of September, 2018.

CITY OF DEADWOOD

By: \_\_\_\_\_  
Charles Turbiville, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson, Finance Officer

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

## **QUIT CLAIM DEED**

**City of Deadwood**, a South Dakota municipality and political subdivision of the State, Grantor, which address is 108 Sherman Street, Deadwood, South Dakota 57732, for and in consideration of One Dollar (\$1) and other good and valuable consideration, conveys and quitclaims to the **Deadwood-Lead Economic Development Corporation**, Grantee, a South Dakota non-profit business corporation, of 767 Main Street, Deadwood, South Dakota 57732, all of Grantor's right, title and interest in and to the following-described real estate in the County of Lawrence, State of South Dakota:

Lots MK3 Thru MK6 of the Mickelson Trail; Being Portions of M.S. 207, Probate Lots 417 and 420, School Lot 19, Charles Street, Part of the Former Railroad Right of Way and part of Lots 3 thru 23 of Block 79 of Original Town of Deadwood, Lawrence County, South Dakota.

**Exempt from transfer fee pursuant to SDCL 43-4-22(2, 18).**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF DEADWOOD:

By: \_\_\_\_\_  
Charles Turbiville Mayor, Grantor

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson  
Finance Officer

State of South Dakota       )  
  ) ss.  
County of Lawrence        )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared **Charles Turbiville**, known to me or satisfactorily proven to be the Mayor of the **City of Deadwood**, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF REAL ESTATE VALUE [SDCL 7-9-7(4)]**

COURTHOUSE USE ONLY

Book \_\_\_\_\_ Page \_\_\_\_\_

Ratio Card No. \_\_\_\_\_

State of South Dakota, County of Lawrence

Seller(s): City of Deadwood  
Name(605) 722-5900  
Phone NumberMailing  
Address 102 Sherman Street  
Street/Box NumberDeadwood  
CitySD 57732  
State/Zip CodeBuyer(s): Deadwood-Lead Economic Development Corporation  
Name(605) 722-1657  
Phone NumberCurrent  
Mailing 767 Main Street  
Address Street/Box NumberDeadwood  
CitySD 57732  
State/Zip Code**NEW**  
Mailing \_\_\_\_\_  
Address Street/Box Number\_\_\_\_\_  
City\_\_\_\_\_  
State/Zip Code**OWNER OCCUPIED – THIS BOX TO BE COMPLETED BY BUYER ONLY****These items are important to complete for property to continue to be classified as owner occupied for a lower property tax rate.**

Property is currently classified as owner-occupied

YES ☐ NO ☐

Property will be occupied by buyer on \_\_\_\_\_ (date)

YES ☐ NO ☐

Property will be principal residence of buyer on the above stated date

YES ☐ NO ☐

Do you own any other residential property in the United States?

YES ☐ NO ☐ If yes, state location \_\_\_\_\_

Signature (BUYER ONLY) \_\_\_\_\_

**Legal Description (Please include the number of acres for unplatted properties)**

Lots MK3 Thru MK6 of the Mickelson Trail; Being Portions of M.S. 207, Probate Lots 417 and 420, School Lot 19, Charles Street, Part of the Former Railroad Right of Way and part of Lots 3 thru 23 of Block 79 of Original Town of Deadwood, Lawrence County, South Dakota.

(1) Date of Instrument \_\_\_\_\_

**(2) Type of Instrument:**Contract for Deed ☐Warranty Deed ☐Executor's Deed ☐Mineral Deed ☐Quit Claim Deed ☒Trustee's Deed ☐Administrator's Deed ☐Gift ☐

Other (specify) \_\_\_\_\_

**(3) Items Involved in Transaction**

(a) Was this property offered for sale to the general public

YES ☐ NO ☒(d) Actual Consideration Exchanged: \$Exempt

(b) Relationship between buyer and seller?

YES ☐ NO ☒(e) Adjusted price paid for real estate: \$-0-(c) Was this property sold by owner ☒ agent ☐

(actual consideration less amount paid for major items of personal property which are listed below)

In the blanks below, list any major items of personal property and their value which were included in the total purchase price (i.e. furniture, inventory, crops, leases, franchises): \_\_\_\_\_

**(4) Was there Buyer Financing** YES ☐ NO ☒ If yes, items (a) and (b) below **MUST** be completed**(a) Type of Buyer Financing – check where applicable**Conventional Bank Loan ☐Like Kind Exchange ☐Cash Sale ☐Assumed Mortgage ☐FHA, FmHA, SDHA Loan ☐Farm Credit Service ☐Contract for Deed ☐

[must complete part (b)]

Other ☐**(b) Contract for Deed YES ☐ NO ☐ (If yes, MUST complete items below)**

Down Payment \$ \_\_\_\_\_

Monthly/Yearly Payment \$ \_\_\_\_\_

No. of Payments \_\_\_\_\_

Interest Rate \_\_\_\_\_%

Balloon Payment \$ \_\_\_\_\_

Signature of seller, Buyer, or agent of \_\_\_\_\_

Date \_\_\_\_\_

September 12, 2018

9-17-18  
6H

Dear Mayor and Commissioners,

I am pleased to report that thanks to your support, we once again had a very successful Naja Shrine Circus this year. As you are aware, the proceeds from the circus help us with the expenses of helping us do what we do to help our Shrine Kids in Western South Dakota.

As before, we are grateful that you have allowed us to part of the City of Deadwood budget and are hereby requesting the \$3500 that was allocated in the 2018 budget.

Our address is the following.....

Naja Shriners  
4091 Sturgis Road  
Rapid City, SD 57702

Thank You Very Much on behalf of the Potentate and Nobles of Naja Shrine.

Sincerely,

Illustrious Sir  
Jeff Schroeder  
Past Potentate  
Naja Shriners  
Deadwood

# VISIONARY LANDSCAPING

---

9-17-18  
65



## PROPOSAL OF WORK

City of Deadwood  
605.641.7733  
Deadwood, SD

Bridger J. Larson  
605.722.6688

---

## SCOPE OF WORK

1. Soil amendments (Tilling and adding good earth)
2. Laying approx. 2,500 sq ft of sod.
3. Watering in the sod.
4. Trimming trees and other overgrowth into playground.
5. Cleaning off rubber playground.
6. Overlook of sod for first two months. (Weekly)

## PAYMENT PLAN

\$ 4,854.45 Due upon completion. (Tax included)

Client: \_\_\_\_\_

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

Designer: \_\_\_\_\_

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

### NOTE:

Visionary Landscaping guarantees hardscape installs for two years after date installed.

If project is completed under budget, reimbursement will be returned to client.

Project cost does NOT include permits.

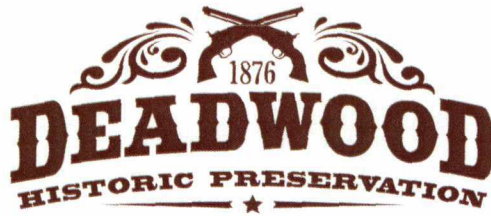
Can start Tuesday 9.18

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



Kevin Kuchenbecker  
Historic Preservation Officer  
Telephone (605) 578-2082  
kevin@cityofdeadwood.com

9-17-18  
6k

## MEMORANDUM

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**Date:** September 10, 2018  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
Tom Kruzel, Transportation & Facilities Manager  
Bob Nelson, Jr., Zoning Administrator  
**Re:** Grandstand Stairs

---

The Rodeo Grounds grandstand stairs were found to be unsafe with rotted posts and deteriorated treads. These were deemed to warrant immediate replacement for safety reasons. PL Carpentry & Associates were hired to install a new staircase since they were available between events at the event complex.

An invoice from PL Carpentry & Associates has been submitted in the amount of \$6,603.89 for the concrete base and labor.

Staff is asking City Commission for approval to pay PL Carpentry & Associates in the amount of \$6,603.84 to be paid out of the HP Capital Assets Rodeo Grounds account for this emergency repairs.

**Recommended Motion:** *Move to approve payment to PL Carpentry & Associates in the amount of \$6,603.84 to be taken out of the HP Capital Assets Rodeo Grounds account.*

# PL CARPENTRY & Associates

Cell: (605) 591-9870 Office: 574-3938  
22894 S. Rochford Road, Hill City, SD 57745

DATE 9-5-2018

## INVOICE

NAME / ATTENTION City of Deadwood / Public Building  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ CELL \_\_\_\_\_ FAX \_\_\_\_\_  
E-MAIL \_\_\_\_\_

QTY.	UNIT	DESCRIPTION	PRICE	AMOUNT
		5 Ruxleo Bleachers Stair Case		
		Dig & Pour Concrete Base		
		Mehberg Construction		
		Excavate (15.69) 16" x 8' pad 6" thick		
		794.69 Drill 3 seasons & concrete		779 -
		Setup & pickup material		
		prep material & install to City Requirements		
		Material cost Billed Direct to the City		
		Labor to Setup and Install		
		1 Timber Stair Case 126 1/2 hrs. @ 45 per		5692.50

NOTES/COMMENTS

SUB TOTAL	6471	50
S.D. TAX	132	34
TOTAL	6603	84
(-) DEPOSIT		
AMOUNT DUE	6603	84

Thank you for your business. Unless other arrangements have been made we do expect payment within 14 days, so please process this invoice within that time. There will be a 2.5% interest charge per month on late invoices.

9-17-18  
8A

**NOTICE OF PUBLIC HEARING  
FOR STREET CLOSURE FOR HOMECOMING PARADE**

**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 September 17, 2018, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or as soon thereafter as the matter may be heard will consider the following request:

**LEAD-DEADWOOD HIGH SCHOOL HOMECOMING PARADE**

**Street Closure:**

Friday, September 28, 2018: Main Street closure from the Tin Lizzie Gaming Resort to Masonic Temple from 2:00 p.m. until the parade ends. Parade will assemble in Lower Main Parking Lot and Event Complex.

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 4th day of September 2018.

CITY OF DEADWOOD

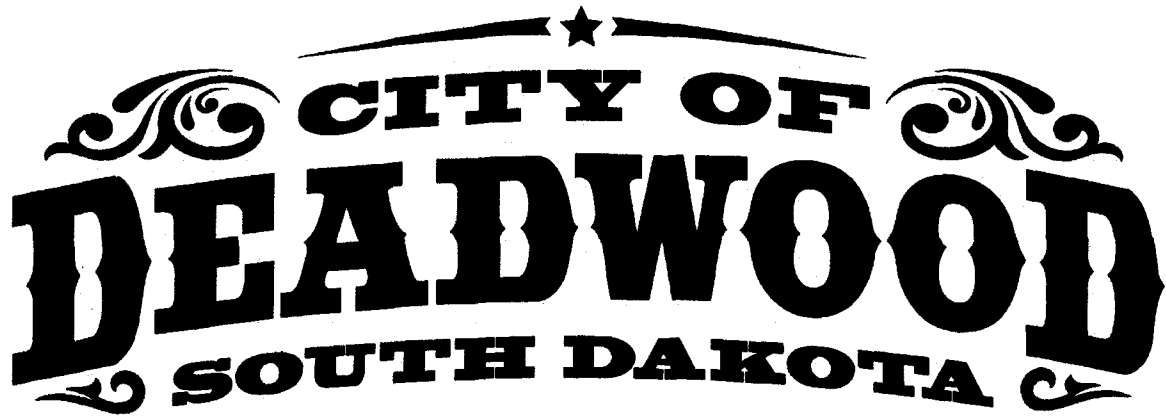
/s/ Mary Jo Nelson, City Finance Officer

Publish: B.H. Pioneer September 6, 2018

For any public notice that is published one time:

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

RECEIVED JUL 31 2018



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

Homecoming 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: Lead-Deadwood High School Homecoming Parade

Event Date(s): 9-28-18 Total Anticipated Attendance: 500  
(month, day, year)  
(# of Participants 100 # of Spectators 400)

Actual Event Hours: (from): 2:00 pm AM / PM (to): 3:00 pm AM / PM

Location / Staging Area: Visitor Center Parking Lot - Eastside

Set up/assembly/construction Date: 9-28-18 Start Time: 1:30 pm AM / PM

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

Approximately 25 floats from school and businesses.

Dismantle Date: 9-28-18 Completion time: 45 minutes 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:

Main Street from Visitor Center to Pavilion Parking Lot. 9-28-18 2:00 - 2:45 pm

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit) ☒ Noncommercial (nonprofit)

Sponsoring Organization: Lead-Deadwood High School

Chief Officer of Organization (NAME): Gary Linn

Applicant (NAME): Gary Linn Business Phone: (605) 717-3899

Address: 320 South Main Street Lead SD 57754  
(city) (state) (zip code)

Daytime phone: (605) 717-3899 Evening Phone: ( ) Fax #: ( )

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

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

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

Contact person "on site" day of event or facility use Gary Linn Pager/Cell #: 605-580-1541

**(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 type="checkbox"/> | <input checked="" type="checkbox"/> Is your organization a "Tax Exempt, nonprofit" organization? If <b>YES</b> , 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 type="checkbox"/> | <input type="checkbox"/> Are admission, entry, vendor or participant fees required? If <b>YES</b> , 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 is our annual Homecoming Parade for the Lead-Deadwood High School. There will be about 25-30 vehicles in the parade including fire trucks, jeeps, truck and trailers, trolley, bands, cars, etc.

**NOTICE OF PUBLIC HEARING  
FOR STREET CLOSURE  
FOR HARVEST JUBILEE EVENT**

9-17-18  
8B

**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 September 17, 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 request:

**Street Closure**

Saturday, October 20, 2018: Main Street from Wall to Pine Street from 11:30 a.m. to 5:00 p.m.

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 4th day of September, 2018.

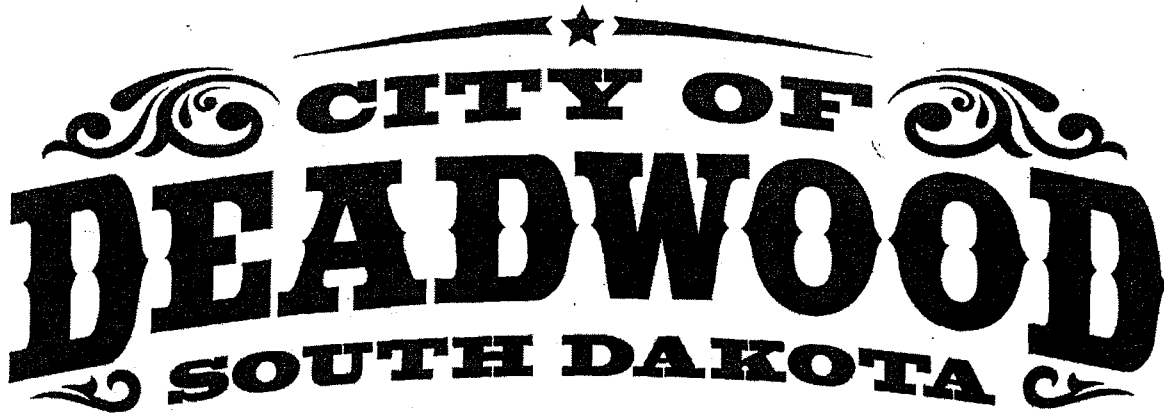
CITY OF DEADWOOD

/s/ Mary Jo Nelson, City Finance Officer

Publish B.H. Pioneer: September 6, 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

Harvest Jubilee

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## 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: Harvest Jubilee

Event Date(s): Oct 20 2018 Total Anticipated Attendance: 100  
(month, day, year)

(# of Participants 50 # of Spectators 50)

Actual Event Hours: (from): 12:30 pm AM / PM (to): 4pm AM / PM

Location / Staging Area: Main St. Silverado to Mustang Sallys

Set up/assembly/construction Date: 10/20/18 Start Time: ~~12:00 PM~~ 11:30 AM AM / PM

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

Dismantle Date: 10/20/18 Completion time: 5pm AM / PM

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

Main St. — Pine St. to Wall St.

- 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: MSI Promotions Committee

Chief Officer of Organization (NAME): Louie Lalonde

Applicant (NAME): Louie Lalonde Business Phone: (605) 578 3346

Address: 657 Main Deadwood SD 57132  
(city) (state) (zip code)

Daytime phone: (605) 580 1116 Evening Phone: ( ) Fax #: ( )

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

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

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

Contact person "on site" day of event or facility use Louie Lalonde Pager/Cell #: 605 380 1116  
(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:

Box Car Derby  
Pumpkin Bowling  
Scarecrow contest  
Pumpkin carving : largest pumpkin contest  
Pet Costume contest  
Farmers Market  
Deadwood Rocks scavenger hunt  
Face Painting, Pumpkin painting  
Family Photo Booth

9-17-18  
9A

**CITY OF DEADWOOD AND  
SUPER G INVESTMENT CORPORATION  
LAND EXCHANGE AGREEMENT**

1. **PARTIES:** The parties to this Land Exchange Agreement ("Agreement") are **CITY OF DEADWOOD**, a South Dakota municipality which address is 102 Sherman Street, Deadwood, SD 57732 ("City"), and **SUPER G INVESTMENT CORPORATION**, whose address is 708 Main Street, Deadwood, SD 57732 (hereinafter "Super G").

2. **PURPOSE:** The purpose of this agreement is to set forth the terms and conditions under which the parties agree to an exchange with each other certain interests in the real property described in Paragraph 3 of this Agreement, in the manner stated herein. The exchange was approved by the Deadwood City Commission on July 2, 2018.

3. **PROPERTY:**

- A. The South Dakota real property owned by the City which is subject to the terms and conditions of this Agreement is legally described below:

Lot A of Block 24 and 27' Public Access and Utility Easement, Original Townsite of Deadwood, Lawrence County, South Dakota

- B. The South Dakota real property owned by Super G which is subject to the terms and conditions of this Agreement is legally described below:

Lot 4A, Block 20, Formerly Lot 4 and a Portion of Lot A, Block 20, all Located in the SE1/4 of Section 22, T5N, R3E, B.H.M. and Lot 3, Block 20, City of Deadwood, Lawrence County, South Dakota

Super G shall be permitted to re-plat the property set forth in this paragraph to remove a portion of the property near Whitewood Creek.

4. **CONTINGENCIES:** The exchange of land between the City and Super G is contingent upon the following:

- A. The exchange is contingent upon the property being conveyed to City being developed as a public recreation space.
- B. The exchange is contingent upon the raising of Two Million and 00/100 Dollars (\$2,000,000.00) in matching funds other than additional City Funds. The exchange shall occur after October 1, 2018.

C. Super G shall honor the existing lease between the City of Deadwood and the Lead/Deadwood School District attached hereto as **Exhibit A**.

D. Super G shall reimburse the City for all costs associated with the demolition of the former pavilion and creation of a parking lot on the property set forth in paragraph 3A in the amount of . an amount to be determined.

D.E. Super G shall have thirty (30) days after the date of closing to remove all personal property from property described in section 3(B) above.

F. Super G shall be permitted to park at the property location described in section 3(A) above immediately following closing.

E.

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5. **CONSIDERATION AND EXCHANGE:** After the contingencies set forth in paragraph 4 are met, in consideration of the mutual promises and obligations herein contained, the parties agree as follows:

- A. The City shall execute and deliver a Deed conveying to Super G, all of their interest in the property described in paragraph 3A above, subject only to the easements, covenants, rights-of-way, restrictions and reservations of record.
- B. Super G shall execute and deliver a Warranty Deed conveying to the City, all of its interest in the property described in paragraph 3B above, subject only to the easements, covenants, rights-of-way, restrictions and reservations of record.
- C. The parties agree that the no real property exchanged is of equal value and that no monies will be are-exchanged. Because the value of the property owned by Super G set forth in paragraph 3(B) exceeds the value of the City property set forth in paragraph 3(A), the excess value of the exchanged properties in the amount of \$333,000.00 shall be considered a donation by Super G to the City.

There are no items of personal property in this exchange.

6. **TITLE:** The parties warrant and represent to each other, both now and at the time of Closing, that they have good and merchantable title to the property described herein, free and clear of all liens, mortgages, and encumbrances.

7. **TITLE INSURANCE:** Super G agrees to deliver to City a title insurance policy showing good and merchantable title to the real property hereinbefore described. City shall have 30 days in which to object to the title commitment.

City agrees to deliver to Super G a title insurance policy showing good and merchantable title to the real property hereinbefore described. Super G shall have 30 days in which to object to the title commitment.

8. **CLOSING:** Closing shall take place at Lawrence County Title as soon as possible after the contingencies set forth in paragraph 4 are met as the parties agree in writing. At closing, the parties shall:

- A. Execute and deliver the Warranty Deeds as required herein and in such form as is necessary to convey the interests in the property in accordance with the requirements of this Agreement; and
- B. Execute any necessary closing documents.

9. **REAL PROPERTY TAXES:** ~~The parties agree that all taxes for property described in paragraph 3A for 2017 payable in 2018 shall be the responsibility of City and all taxes for 2018, payable in 2019, shall be prorated to the date of sale. Further, t~~The parties agree that all taxes for property described in paragraph 3B for 2017 payable in 2018 shall be the responsibility of Super G and all taxes for 2018 payable in 2019 shall be prorated to the date of sale.

10. **COSTS:** The following costs shall be paid at Closing:

- (1) The City shall pay for deed preparation for both parties.
- (2) The parties shall each pay the recording fees for their respective conveyances
- (3) Attorney's fees shall be paid by the party incurring them.
- (4) The parties shall each pay any applicable transfer fees.

11. **AS IS:** The parties agree they are accepting the exchanged real property in its existing condition. The parties further agree that no representations or warranties have been made other than those contained in this Agreement.

12. **DEFAULT:** The parties agree that if either party defaults under the terms and conditions of this Agreement, the breached party shall have all remedies available to them under the laws of the state of South Dakota including the right to specific performance and reasonable attorney fees and costs for the prevailing party.

13. **TIME OF THE ESSENCE:** The parties agree that time is of the essence in this Agreement.

14. **ENTIRETY:** The parties agree that this writing constitutes the entire agreement between them regarding the exchange of interests in the real property described herein, and that there are no other oral agreements or other agreements or understandings of any kind or character except those contained herein.

15. **BINDING EFFECT:** This Agreement shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

16. **APPLICABLE LAW:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Lawrence County, state of South Dakota.

17. **COUNSEL:** The parties acknowledge and represent that the Attorney for the City prepared this Agreement on behalf of and in the course of its representation of the City of Deadwood. Both parties participated in the drafting of this Agreement and the language herein shall not be construed in favor of either party.

This Agreement may be signed in counterparts.

*(signatures and acknowledgements on following pages)*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF DEADWOOD

By \_\_\_\_\_  
Charles Turbiville, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson  
City Finance Officer

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Tom Rensch

State of South Dakota     )  
                                      ) SS  
County of \_\_\_\_\_     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared Tom Rensch, 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: \_\_\_\_\_

**EXHIBIT A**

See attached Parking Agreement

*[End of Agreement]*



## Parking Agreement

THIS AGREEMENT effective the 5<sup>th</sup> day of March, 2018, by and between the Lead-Deadwood School District #40-1, hereinafter referred to as the SCHOOL and the City of Deadwood, hereinafter referred to as the CITY.

WHEREAS the SCHOOL and the CITY are desirous of entering into an agreement where the SCHOOL shall be permitted the exclusive use of parking spaces located in the Pavilion Parking Lot at 767 Main Street, Deadwood, SD 57732 owned by the CITY, now therefore, it is mutually understood by and between parties hereto as follows:

### SECTION 1

The CITY agrees to permit the SCHOOL the exclusive use of 50 parking spaces during the hours of 7:00 am until 5:00 pm on student contact days and staff in-service days; the exclusive use commences two days before the start of the school year and ends two days after the last day of the school year.

### SECTION 2

The CITY agrees to maintain the Pavilion Parking Lot in a safe and usable condition. It is agreed between the parties that in the event the complex should become unsafe, inaccessible, unusable, or inoperable, through no fault of the CITY, the CITY will not be in breach. If vehicles, trailers, trucks, or busses occupy the exclusive parking spaces, the CITY shall coordinate removal of the vehicles.

### SECTION 3

The SCHOOL agrees to indemnify and hold the CITY harmless from all liabilities, claims, demands, actions or causes of action in any way arising out of the SCHOOL'S use of Pavilion Parking Lot. The SCHOOL agrees to list the CITY as an additional insured party with the SCHOOL'S insurance carrier. The SCHOOL also agrees to provide the CITY with a certificate of said insurance showing the CITY as additional insured in the amount not less than one million dollars (\$1,000,000). This certificate shall be provided to the CITY before the SCHOOL'S use shall commence.

### SECTION 5

The SCHOOL agrees to pay the CITY a one-time fee of \$50,000 no later than August 1, 2018 to help with the razing of the Pavilion and the construction of a parking lot in exchange for exclusive use of said parking spaces. The CITY agrees that there will be no compensation owed for the exclusive parking for the SCHOOL for a period of twenty years, at which time the CITY and the SCHOOL may renegotiate the agreement.

### SECTION 6

The CITY is responsible for repairs, upkeep, and maintenance of parking lot as well as trash clean up, removal, and dumpster service. The SCHOOL agrees to be in charge of snow removal.

IN WITNESS WHEREOF, the said parties do here to subscribe their names and affix their seals:

CITY OF DEADWOOD

By: Chuck Turbiville  
Chuck Turbiville, Mayor

ATTEST:

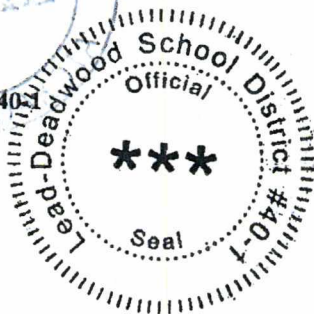
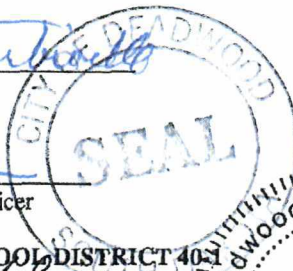
Mary Jo Nelson  
Mary Jo Nelson, Finance Officer

LEAD-DEADWOOD SCHOOL DISTRICT #40-1

By: Dan Leikvold  
Dan Leikvold, Superintendent

ATTEST:

Margie Rantapaa  
Margie Rantapaa, Business Manager



9-17-18  
10A

CITY OF DEADWOOD ORDINANCE NUMBER #1279																		
AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019 AND LEVYING PROPERTY TAX FOR 2018																		
BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, SOUTH DAKOTA																		
Section 1. That the following sums of money are appropriated and taxes levied upon all taxable property within the City of Deadwood for the purposes of providing funds to meet all lawful expenses and liabilities for the fiscal year ending December 31, 2019																		
		General Fund	Library Fund	Bed and Booze	Bus Imp Dist. 8	Bus Imp Dist.	Bus Imp Dist. 7	Hist. Pres. Fund	Revolving Loan Fund	Debt S. Lodge-Dwd	TIF #10	Debt S. Optima LLC	Debt Serv. Dwd Stage	Water Fund	Sewer Fund	Mt Moriah	Parking & Transport.	TOTAL
	410 GENERAL GOVT	101	206	209	212	213	214	215	216	561	719	721	725	602	603	607	610	
411.1	Legislative	378,300																378,300
413.1	Elections	1,300																1,300
414.1	Attorney	50,000																50,000
414.2	Finance	328,889																328,889
419.2	Public Buildings	1,001,753																1,001,753
419.3	Computer Network	115,000																115,000
	420 PUBLIC SAFETY																	
421.0	Police	1,406,949																1,406,949
422.1	Fire	340,006																340,006
423.2	Bldg Inspection	87,717																87,717
	430 PUBLIC WORKS																	
431.0	Streets	1,466,767																1,466,767
432.0	Waste Disp.	93,000																93,000
433.0	Water													1,272,646	315,000			1,587,646
436.0	Parking/Transportation																1,041,138	1,041,138
437.0	Cemetery	11,500														72,400		83,900
451.0	Recreation Center	-		308,995														308,995
441.2	Animal Control	8,500																8,500
	450 CULTURE/RECREATION																	
452.0	Parks	748,934																748,934
455.0	Library		161,392															161,392
457.1	Historic Pres.-Dept							411,780										411,780
457.2	Historic Pres.-Visitor Mgmt							705,600										705,600
457.3	Historic Pres-Interpreta.							440,600										440,600
457.5	Historic Pres-Grant/Loan							323,500										323,500
457.6	Historic Pres-Profess. Service							152,500										152,500
457.7	Historic Pres.-Buildings							459,500										459,500
	460 DEVELOPMENT																	
463.0	Business Improvem. Dist.				341,000	460,040	550,000											1,351,040
464.0	Planning/Zoning	112,900																112,900
465.1	Dwd Improvement								672,500									672,500
465.3	City Promotion			514,148														514,148
	470 DEBT REDUCTION																	
470	Debt Reduction	2,538,200						2,879,350		442,276	130,000	135,236	115,000					6,240,062
	Budgeted for Operations and Debt Service	8,689,715	161,392	823,143	341,000	460,040	550,000	5,372,830	672,500	442,276	130,000	135,236	115,000	1,272,646	315,000	72,400	1,041,138	20,594,316
	510 FINANCING USES																	
511	Operating Transfer Out	67,091		72,358				1,533,170						200,000				1,872,619
		8,756,806	161,392	895,501	341,000	460,040	550,000	6,906,000	672,500	442,276	130,000	135,236	115,000	1,472,646	315,000	72,400	1,041,138	22,466,935

9-17-18  
10A

[illegible]

# DEADWOOD

## FIRE DEPARTMENT

737 MAIN STREET  
DEADWOOD, SD 57732-1015  
PHONE (605) 578-1212 • FAX (605) 578-1190  
E-mail: firedept@rushmore.com

17<sup>th</sup> September 2018

To: Honorable Mayor and Commissioners

From: Ken Hawki

Ref: Fireworks Ordinance proposed changes (Pyrotechnics displays)

I would like to suggest that the City Ordinance 8.08.010 be amended to read:

"No person may sell, cause to be sold, discharge, or cause to be discharged any pyrotechnics of any description whatever within the City limits. However, a person or organization may request a public display of fireworks provided the individual or organization has first **completed City Application** and obtain permission of the City Commission. Nothing in this chapter shall be construed as applying to toy caps containing not more than twenty-five hundredths of a grain of explosive composition per cap, nor shall it apply to sales or use of blank cartridges for ceremonial, theatrical or athletic events."

This will allow all parties to be on the same page as to what needs to be done and the guidelines that will be followed.

Also attached is a copy of the proposed application and check list to be completed. I will also include copies of related material used to put this together.

Questions or comments Please contact Ken Hawki.

Thanks again

Ken Hawki

Fire Exec Officer

Deadwood Fire Dept.

**City of Deadwood**  
**Indoor or Outdoor Pyrotechnics Display**  
**Permit Application**  
**102 Sherman Street**  
**(605) 578-2600**

APPLICANT INFORMATION (Submittal must be received 45 days prior to event)

NAME _____	PHONE _____
ADDRESS _____	CITY/STATE _____
E-Mail _____	
RELATIONSHIP TO PROPERTY _____	

**DISCHARGE LOCATION**

Name/Business: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail \_\_\_\_\_

**PYROTECHNIC OPERATOR**

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_ E-Mail \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Operator's License No: \_\_\_\_\_

**TYPE OF DISPLAY**

<input type="checkbox"/> Aerial Show	<input type="checkbox"/> Class C/Division 1.4	<input type="checkbox"/> Class B/Division 1.3
<input type="checkbox"/> Ground Display	<input type="checkbox"/> Class C/Division 1.4	<input type="checkbox"/> Class B/Division 1.3
<input type="checkbox"/> Outdoor (see note below)	<input type="checkbox"/> Film or Stage Use <input type="checkbox"/> Concert	<input type="checkbox"/> Public Show <input type="checkbox"/> Private Show
<input type="checkbox"/> Indoor	<input type="checkbox"/> Film or Stage Use <input type="checkbox"/> Concert	<input type="checkbox"/> Public Show <input type="checkbox"/> Private Show

**Outdoor Displays** When /If standby personnel and equipment may be required based on potential fire conditions and weather conditions on the day/time of the display/discharge. *Required standby cost associated with standby will be billed to, and shall be paid by, the permittee. Pre-show review/s shall be sole responsible of permittee.* The City of Deadwood reserves the right to cancel permits based on fire potential, given determining factors such as atmospheric and foliage conditions.

**INSURANCE COMPANY**

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No: \_\_\_\_\_

E-Mail \_\_\_\_\_

**PROPOSED DATE and TIME of DISPLAY**

Start Date: & Time: \_\_\_\_\_

Finish Date & Time: \_\_\_\_\_

A bond or liability insurance has been obtained from \_\_\_\_\_ (Insurance Company) for \$5,000,000 (amount) to cover payment of all damages which may be caused either to a person or persons or to any property by reason of the permitted display and arising from any acts of the permitted company or person, the company's persons' agents, employees or subcontractors. ***A copy of the policy cover indicating the insured, amount and proper insurance coverage from the above listed Insurance Company to accompany this permit. Additional insures shall include the City of Deadwood.***

The permitted company or person, the company's or person's agents and employees agree to hold the City of Deadwood, South Dakota and the Deadwood Fire Department harmless in the event of an accident arising from this permitted display.

**NFPA 1123 & 1126 shall be followed prior to, during and after pyrotechnics display.**

\_\_\_\_\_  
(Date of Application)

\_\_\_\_\_  
(Applicant's Signature)

\_\_\_\_\_  
**FOR OFFICE USE ONLY**

Permit application requirements: \_\_\_\_\_ Hold Harmless Signed: \_\_\_\_\_ Bond secured: \_\_\_\_\_ Permit Fee: \_\_\_\_\_

Content of plans: \_\_\_\_\_ Pre-Show Review: \_\_\_\_\_ Qualification of Operator: \_\_\_\_\_ Storage Requirements: \_\_\_\_\_

Post- Performance Procedures: \_\_\_\_\_ Deadwood Fire Dept. Incident Action Plan: \_\_\_\_\_

City Safety Officer (Recommendations) \_\_\_\_\_ By \_\_\_\_\_

City Building Officials (Recommendations) \_\_\_\_\_ By \_\_\_\_\_

Fire Department (Recommendations) \_\_\_\_\_ By \_\_\_\_\_

City Commissions Review: Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

Reason for Denial: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Checklist for Pyrotechnic Plans

- ☐ Name of the person, group, or organization sponsoring the production.
- ☐ Date and time of day of the production.
- ☐ Exact location of the production.
- ☐ Name of the person actually in charge of firing the pyrotechnics (the pyrotechnic operator).
- ☐ Number, names and ages of all assistants who are to be present.
- ☐ Qualifications of the pyrotechnic operator.
- ☐ Pyrotechnic experience of the operator.
- ☐ Confirmation of any applicable state and federal licenses held by the operator or assistant(s).
- ☐ Evidence of the permittee's insurance carrier or financial responsibility.
- ☐ Number and types of pyrotechnic devices and materials to be used, the operators experience with those devices and effects, and a definition of the general responsibilities of assistants.
- ☐ Diagram of the grounds or facilities where the production is to be held that shows the point at which the pyrotechnic devices are to be fired, the fallout radius for each pyrotechnic device used in performance, and the lines behind the audience is to be restrained.
- ☐ Point of on-site assembly of pyrotechnic devices.
- ☐ Manner and place of storage of the pyrotechnic materials and devices.
- ☐ Material Safety Data Sheets (MSDS) for the pyrotechnic material(s) to be used.
- ☐ Certification that the set, scenery, and rigging materials are inherently flame-retardant or have been treated to achieve flame-retardancy.
- ☐ Certification that all materials worn by performers in the fallout area during the use of pyrotechnic effects shall be inherently flame-retardant or have been treated to achieve flame-retardancy.



# DEADWOOD

## FIRE DEPARTMENT

737 MAIN STREET  
DEADWOOD, SD 57732-1015  
PHONE (605) 578-1212 • FAX (605) 578-1190  
E-mail: firedept@rushmore.com

18 June 2018

To; Honorable Mayor and Commissioners

From: Ken Hawki

Reference: Pyrotechnics displays

In light of the increased request for fireworks displays within the city limits, I have reviewed the City ordinances and found that we have not been following our own ordinance.

Presently when a fireworks display is requested on the special event list the Fire dept will issue a permit application then review the exhibitor plans to see if they are following NFPA 1123 or 1126 then Fire Dept. makes a decision to sign or not sign the permit. The FD was signing the permit violating city ordinance. The permit that Fire Department is using is an old permit application the was used by the State Fire Marshall office, which they discontinued so long ago the Fire Marshall can't remember when that happened.

I have developed a permit application that better reflects the requirements found in NFPA 1123 and 1126 for pyrotechnics. I have also included a checklist to see if all the requirements have been met, this should help the Commissioners in making their decision to approve /disapprove the Firework display. The application also has a spot for the City Fire Department, City Building Department, and the City Safety Officer to comment on the application.

Enclosed you will find the following copies; 1. City ordinance 8.08 .010 Exceptions, 2. Present fireworks permit. 3. Proposed change in ordinance 8.08.010 and, 4. Draft of the pyrotechnics Display permit with checklist attached.

Enclosed are e-mails from the City attorney review of the permit application and comment on contents, I have a question as to proper wording for comment by City Officials (comments, recommendations or remarks.) I also question if we need to change the Ordinance or should the permit be left as a procedure/policy.

Thank you for your time and consideration and if you have any questions please contact Ken Hawki at the Fire Hall at your connivance.

Thanks Again

Ken Hawki Fire Exec Officer



**8.08.010 Prohibited--Exceptions.****8.08.020 Use of fire grates.****8.08.030 Adoption of South Dakota Department of Agriculture Guidelines and Recommendations.****8.08.040 Grills.****8.08.050 Permits.****8.08.060 Violation—Penalty.****☐ 8.08.010 Prohibited--Exceptions.**

No person may sell, cause to be sold, discharge or cause to be discharged any pyrotechnics of any description whatever within the city. However, a person or organization may present a public display of fireworks provided the individual or organization has first obtained the permission of the city commission. Nothing in this chapter shall be construed as applying to toy paper caps containing not more than twenty-five hundredths of a grain of explosive composition per cap, nor shall it apply to the sale or use of signals necessary for the safe operation of public or private transportation, nor does this apply to the sale or use of blank cartridges for ceremonial, theatrical or athletic events.

(Ord. 925, 1997; prior code § 20-1000)

**☐ 8.08.020 Use of fire grates.**

It is unlawful to burn wood and other solid fuel (not including charcoal briquettes) unless such materials are burned in a USDA (Forest Service) approved fire grate.

(Ord. 1109 (part), 2008)

**☐ 8.08.030 Adoption of South Dakota Department of Agriculture Guidelines and Recommendations.**

The city of Deadwood hereby adopts the South Dakota Department of Agriculture Guidelines for minimum acceptable safety requirements for outdoor fireplaces. The City of Deadwood also hereby adopts the South Dakota Department of Agriculture Outdoor Fire Recommendations in campgrounds and camping areas for safety requirements. It is unlawful to burn any materials in a manner that violates these Guidelines and Recommendations within city of Deadwood city limits.

(Ord. 1109 (part), 2008)

**☐ 8.08.040 Grills.**

It is unlawful to burn charcoal briquettes unless such materials are burned in devices designed specifically for cooking food by heat generated from burning charcoal (charcoal grills). It is lawful to use gas grills, so long as such are being used in compliance with Section 8.08.030.

(Ord. 1109 (part), 2008)

#### **8.08.050 Permits.**

It is unlawful to burn solid fuels without a permit issued by the Deadwood volunteer fire department. It is unlawful to burn slash piles without a permit issued by the Deadwood volunteer fire department. Any valid permits issued pursuant to this section shall be automatically suspended during any burn bans instituted by resolution of the Deadwood city commission. The Deadwood volunteer fire department shall notify permit holders of such suspensions.

(Ord. 1109 (part), 2008)



#### **8.08.060 Violation—Penalty.**

Failure to obtain a permit as required by this chapter or any other violations of this chapter may be punishable by the maximum fine and jail as prescribed for Class 2 misdemeanors under South Dakota law for each offense. Each day of operation without such a permit or without compliance with the terms of this chapter shall be deemed a separate offense.

(Ord. 1109 (part), 2008)

#### Disclaimer:

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For further information regarding the official version of any of this Code of Ordinances or other documents posted on this site, please contact the Municipality directly or contact American Legal Publishing toll-free at 800-445-5588.

STATE OF SOUTH DAKOTA  
FIREWORKS PUBLIC DISPLAY PERMIT  
A PERMIT TO OPERATE A DISPLAY OF FIREWORKS

OLD PERMIT  
using New

PERMIT NUMBER \_\_\_\_\_

Name of Applicant \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

PERSONS ACTUALLY IN CHARGE OF FIRING THE DISPLAY:

Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Display \_\_\_\_\_ Time of Day \_\_\_\_\_

Exact Location of Display \_\_\_\_\_

TYPE OF FIREWORKS:

\_\_\_\_\_ Class B Explosive (Special Fireworks)

\_\_\_\_\_ Class C Common Fireworks

I, \_\_\_\_\_, declare and affirm under the penalty of perjury that this Fireworks Display Permit has been examined by me and to the best of my knowledge and belief is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

Subscribed and sworn to (or affirmed)  
before me this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_, 19\_\_\_\_.

Permit Authorized By: \_\_\_\_\_

Title \_\_\_\_\_

Location of Issuing Authority \_\_\_\_\_

Date \_\_\_\_\_

Issued subject to all applicable laws and regulations, SDCL 34-36, SDCL 34-37 and National Fire Protection Association Pamphlet #1123 (1982 edition). This permit may not be assigned or transferred.

DEPARTMENT OF COMMERCE AND REGULATION; 118 W CAPITOL; PIERRE, SD

COPIES: WHITE-Permit Holder; YELLOW-Fireworks Wholesaler; PINK-Issuing Authority

**8.08.010 Prohibited -- Exceptions (rewrite)**

No person may sell, cause to be sold, discharge or cause to be discharged any pyrotechnics of any description whatever within the City limits. However, a person or organization may present a public display of fireworks provided the individual or organization has first *completed City application and* obtained permission of the City commission. Nothing in this chapter shall be construed as applying to toy paper caps containing not more than twenty-five hundredths of a grain of explosive composition per cap, nor shall it apply to sale or use of sign as necessary for safe operation of public or private transportation, nor does this apply to sale or use of blank cartridges for ceremonial, theatrical or athletic events.

**City of Deadwood**  
**Indoor or Outdoor Pyrotechnics Display**  
**Permit Application**  
**102 Sherman Street**  
**(605) 578-2600**

**APPLICANT INFORMATION**

NAME _____	PHONE _____
ADDRESS _____	CITY/STATE _____
E-MAIL _____	
RELATIONSHIP TO PROPERTY: OWNER _____ CONTRACTOR/OPERATOR _____	

**DISCHARGE LOCATION**

Name/Business: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

**PYROTECHNIC OPERATOR**

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Operator's License No: \_\_\_\_\_

**INSURANCE COMPANY**

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No: \_\_\_\_\_ E-mail \_\_\_\_\_

**PROPOSED DATE and TIME of DISPLAY**

Start Date & Time: \_\_\_\_\_

Finish Date & Time: \_\_\_\_\_

**TYPE OF DISPLAY**

- |                         |  |                                      |
|-------------------------|--|--------------------------------------|
| - <b>Aerial Show</b>    | _____ Class C/Division 1.4             | _____ Class B/Division 1.3           |
| - <b>Ground Display</b> | _____ Class C/Division 1.4             | _____ Class B/Division 1.3           |
| - <b>Outdoor</b>        | _____ Film or Stage Use; _____ Concert | _____ Public Show _____ Private Show |
| - <b>Indoor</b>         | _____ Film or Stage Use; _____ Concert | _____ Public Show _____ Private Show |

**Displays;** When /If standby personnel and equipment may be required based on potential fire conditions and weather conditions on the day/time of the display/discharge. *Required standby cost associated with standby will be billed to, and shall be paid by, the permittee. Pre-show review/s shall be sole responsibility of permittee.*

The City of Deadwood reserves the right to cancel permits based on fire potential, given determining factors such as atmospheric and foliage conditions.

A bond or liability insurance has been obtained from \_\_\_\_\_ (Insurance Company) for \$5,000,000 (amount) to cover payment of all damages which may be caused either to a person or persons or to any property by reason of the permitted display and arising from any acts of the permitted company or person, the company's persons' agents, employees or subcontractors. ***A copy of the policy cover indicating the insured, amount and proper insurance coverage from the above listed Insurance Company to accompany this permit. Additional insured shall include the City of Deadwood.***

The permitted company or person, the company's or person's agents and employees agree to hold the City of Deadwood, South Dakota and the Deadwood Fire Department harmless in the event of an accident arising from this permitted display.

**NFPA 1123 & 1126 shall be followed prior to, during and after pyrotechnics display**

\_\_\_\_\_  
(Date of Application)

\_\_\_\_\_  
(Applicant's Signature)

----- **FOR OFFICE USE ONLY** -----

**Permit application requirements:** Hold Harmless Signed: \_\_\_\_\_ Bond secured: \_\_\_\_\_ Permit Fee: \_\_\_\_\_

Content of plans: \_\_\_\_\_ Pre-Show Review: \_\_\_\_\_ Qualification of Operator: \_\_\_\_\_ Storage Requirements: \_\_\_\_\_

Post- Performance Procedures: \_\_\_\_\_ Deadwood Fire Dept. Incident Action Plan: \_\_\_\_\_

City Safety Officer Recommendations \_\_\_\_\_ By \_\_\_\_\_

City Building Officials Comments \_\_\_\_\_ By \_\_\_\_\_

Fire Department Remarks \_\_\_\_\_ By \_\_\_\_\_

City Commissions Review: Approved: \_\_\_\_\_ Date \_\_\_\_\_

Denied: \_\_\_\_\_ Date \_\_\_\_\_

Reason for Denial: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Checklist for Pyrotechnic Plans

- ☐ Name of the person, group, or organization sponsoring the production.
- ☐ Date and time of day of the production.
- ☐ Exact location of the production.
- ☐ Name of the person actually in charge of firing the pyrotechnics (the pyrotechnic operator).
- ☐ Number, names and ages of all assistants who are to be present.
- ☐ Qualifications of the pyrotechnic operator.
- ☐ Pyrotechnic experience of the operator.
- ☐ Confirmation of any applicable state and federal licenses held by the operator or assistant(s).
- ☐ Evidence of the permittee's insurance carrier or financial responsibility.
- ☐ Number and types of pyrotechnic devices and materials to be used, the operators experience with those devices and effects, and a definition of the general responsibilities of assistants.
- ☐ Diagram of the grounds or facilities where the production is to be held that shows the point at which the pyrotechnic devices are to be fired, the fallout radius for each pyrotechnic device used in performance, and the lines behind which the audience is to be restrained.
- ☐ Point of on-site assembly of pyrotechnic devices.
- ☐ Manner and place of storage of the pyrotechnic materials and devices.
- ☐ Material Safety Data Sheets (MSDS) for the pyrotechnic material(s) to be used.
- ☐ Certification that the set, scenery, and rigging materials are inherently flame-retardant or have been treated to achieve flame-retardancy.
- ☐ Certification that all materials worn by performers in the fallout area during the use of pyrotechnic effects shall be inherently flame-retardant or have been treated to achieve flame-retardancy.

9-17-18  
10C

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND LOWE ROOFING, INC.**  
**CONCERNING ADAMS MUSEUM**

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 LOWE ROOFING, INC., of P.O. Box 432, Whitewood, South Dakota 57793, hereinafter referred to as "LOWE ROOFING";

**WHEREAS**, LOWE ROOFING has agreed to perform specific tasks concerning the replacement of approximately two thousand nine hundred fifty three (2,953) square foot of the Adams Museum roof in an amount not to exceed Fifty Eight Thousand Nine Hundred Fifty Five Dollars (\$59,955.00); and

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which LOWE ROOFING shall perform the services concerning the removal and replacement of the Adams Museum roof; and

**WHEREAS**, the CITY has accepted the proposal from LOWE ROOFING, attached hereto and incorporated herein by reference as "**Appendix 1.**"

Based upon the representations made above, the parties agree as follows:

1. LOWE ROOFING shall tear off the existing PVC roof system and flashings and 1/2" DensDeck Prime Roof Board down to the existing self-adhered vapor retarder and properly dispose of all debris. Inspect the existing self-adhered vapor retarder and roof deck and remove and replace any wet, rotten or damaged areas at the owner's additional expense, to be billed at time and material;
2. LOWE ROOFING shall install 1/2" DensDeck Prime Roof Board adhered to the self-adhered vapor retarder;
3. LOWE ROOFING shall install an adhered 60 mil (actual) PVC (white) roof system;



4. LOWE ROOFING shall apply all necessary flashings and terminations to complete the roof system;
5. LOWE ROOFING shall take all due care during construction and shall provide construction operations during normal business hours;
6. LOWE ROOFING shall not be responsible for interior clean up during or after construction. Specifically, CITY shall be responsible for cleaning dust/debris falling from the underside of the roof deck;
7. LOWE ROOFING shall be responsible for the removal and proper disposal of all existing materials;
8. LOWE ROOFING shall provide all signage and/or other markers to prevent injuries to persons or property near or entering the work area;
9. LOWE ROOFING shall provide a manufacturer's 10-year No Dollar Limit System Material and Labor Warranty;
10. LOWE ROOFING shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
11. LOWE ROOFING shall indemnify, defend and hold CITY harmless from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expenses including attorney fees arising out of or in connection with any conduct or work of LOWE ROOFING as set forth in this agreement;
12. LOWE ROOFING shall provide invoices at various intervals as construction is completed. Upon receipt of the invoices, CITY shall provide progress payments to LOWE ROOFING; and
13. This agreement and the rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the state of South Dakota.

*(Signature page to follow)*

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF DEADWOOD

By: \_\_\_\_\_  
Charles M. Turbiville, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson  
City Finance Officer

LOWE ROOFING, INC.

By: John Ashley

Its: \_\_\_\_\_

State of South Dakota                    )  
  ) SS  
County of \_\_\_\_\_                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared John Ashley, 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.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(SEAL)

**Appendix 1**

See attached Proposal



**LOWE ROOFING INC.**  
SINGLE PLY & METAL ROOFING SYSTEMS

PO Box 432 (I-90 Exit 23) • Whitewood, South Dakota 57793  
1-800-658-4543 • 605-269-2211 • 605-269-2212 fax

Rapid City, SD 605-343-7840  
Gillette, WY 307-687-0303

www.lowerroofinginc.com • lri@lowerroofing.com

# Proposal

8/9/18

City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732

Adams Museum – Hail Damage  
approx. 2,953 sqft  
18104

## Scope of Work<sup>1</sup> and 2:

1. Tear-off the existing PVC roof system and flashings<sup>3</sup> and ½" DensDeck Prime Roof Board down to the existing self-adhered vapor retarder and properly dispose of all debris. Inspect the existing self-adhered vapor retarder and roof deck and remove and replace any wet, rotten or damaged areas<sup>4</sup> at the owner's additional expense; to be billed at Time & Material.
2. Install ½" DensDeck Prime Roof Board adhered to the self-adhered vapor retarder.
3. Install an adhered 60mil (actual) PVC (white) roof system.
4. Apply all necessary flashings and terminations to complete the roof system<sup>5</sup>.
5. Provide a Manufacturer's 10-year No Dollar Limit System Material and Labor Warranty\*.

**Price \$58,955.00**

## \*Warranty Upgrade Options:

- Option No. 1 Provide a Manufacturer's 15-year No Dollar Limit System Material and Labor Warranty.  
Add \$995.00 \_\_\_\_\_ Initial

## Notes:

1. The owner warrants that structures on which LRI's personnel are to work are in sound condition and capable of withstanding roofing construction, equipment and operations. Commencement of roof installation indicates only that LRI has visually inspected the surface of the roof deck for visible defects. LRI is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design.
2. This proposal is based on LRI not coming into contact with asbestos-containing or toxic materials (ACM). LRI is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. LRI shall be compensated for additional expenses resulting from the presence of ACM. The owner agrees to indemnify LRI from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.
3. The existing PVC membrane will be recycled to the greatest extent possible utilizing our manufacturer's recycling program.
4. If structural deficiencies beyond rotten roof deck are discovered the owner will be responsible for hiring the appropriate contractor to remedy these situations and having the work coordinated with LRI's construction schedule.
5. If any mechanical and/or electrical alterations are discovered to be necessary in order for LRI to perform its work, the owner will be responsible for hiring the appropriate contractor(s) to perform this work and having the work coordinated with LRI's construction schedule.

1 of 2

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be specified only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon orders, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized  
Signature \_\_\_\_\_

please see page 2 for signature

Note: This proposal may be  
withdrawn by us if not accepted within

**10 Days**

**ACCEPTANCE OF PROPOSAL** —The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



**LOWE ROOFING INC.**  
SINGLE PLY & METAL ROOFING SYSTEMS

City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732

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Rapid City, SD 605-343-7840  
Gillette, WY 307-687-0303

# Proposal

Adams Museum – Hail Damage  
approx. 2,953 sqft  
18104

## Notes (continued):

6. LRI is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage or ponding on the roof due to structural conditions.
7. LRI shall carry worker's compensation, automobile and commercial general liability (bodily injury and property damage) insurance. LRI will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. The owner shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by LRI, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted.
8. The owner acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by LRI. The owner shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Some people are more sensitive to these emissions than others. The owner shall hold LRI harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
9. LRI will take all due care during construction; however, this work will be disruptive to the tenants of the building. The owner acknowledges that this will include noise and could include dust/debris falling from the underside of the roof deck. The owner agrees to remove or protect property directly below the roof in order to minimize potential interior damage. LRI shall not be responsible for disturbance, damage, clean up or loss to interior property that the owner did not remove or protect prior to commencement of roofing operations or any other clean up required from the normal roofing process. All work will be performed during normal business hours.
10. LRI is not responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by LRI.
11. Staging and parking areas will need to be made available throughout this project. It would be ideal if the owner could coordinate with the US Post Office to utilize their parking lot that is adjacent to the museum.
12. A City of Deadwood building permit will be required for this project; LRI will apply and pay for this permit and add it's cost to our first progress billing.
13. If coordination with the Historical Society becomes necessary, the owner with input from LRI will be responsible for this communication.
14. Price does not include snow removal; if inclement weather occurs the project may be delayed.
15. All applicable taxes included.
16. Please sign and return if accepted.

## Progress Payments.

2 of 2

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be assessed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized  
Signature

Note: This proposal may be  
withdrawn by us if not accepted within

John Ashley  
10 Days

**ACCEPTANCE OF PROPOSAL** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Charles Turbiville

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

9-17-18  
10 D

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND LOWE ROOFING, INC.**  
**CONCERNING DEADWOOD WELCOME CENTER**

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 LOWE ROOFING, INC., of P.O. Box 432, Whitewood, South Dakota 57793, hereinafter referred to as "LOWE ROOFING";

**WHEREAS**, LOWE ROOFING has agreed to perform specific tasks concerning the replacement of approximately four thousand two hundred seventy eight (4,278) square foot of the Deadwood Welcome Center roof in an amount not to exceed Thirty Three Thousand Five Hundred Thirty Five Dollars (\$33,535.00); and

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which LOWE ROOFING shall perform the services concerning the removal and replacement of the Deadwood Welcome Center roof; and

**WHEREAS**, the CITY has accepted the proposal from LOWE ROOFING, attached hereto and incorporated herein by reference as "**Appendix 1.**"

Based upon the representations made above, the parties agree as follows:

1. LOWE ROOFING shall tear off the existing sheet metal parpet coping cap, TPO roof system and flashings down to the existing substrate/underlayment and properly dispose of all debris. Inspect the existing substrate/underlayment and roof deck and remove and replace any wet, rotten or damaged areas at the owner's additional expense, to be billed at time and material;
2. LOWE ROOFING shall install 1/4-inch DensDeck roof board mechanically fastened over the existing substrate/underlayment;
3. LOWE ROOFING shall install a mechanically-fastened 60 mil (actual) PVC (white) roof system using the rhinobond attachment method;

4. LOWE ROOFING shall apply all necessary flashings and terminations to complete the roof system;
5. LOWE ROOFING shall fabricate and install 24ga prefinished steel parapet coping cap;
6. LOWE ROOFING shall take all due care during construction and shall provide construction operations during normal business hours;
7. LOWE ROOFING shall not be responsible for interior clean up during or after construction. Specifically, CITY shall be responsible for cleaning dust/debris falling from the underside of the roof deck;
8. LOWE ROOFING shall be responsible for the removal and proper disposal of all existing materials;
9. LOWE ROOFING shall provide all signage and/or other markers to prevent injuries to persons or property near or entering the work area;
10. LOWE ROOFING shall provide a manufacturer's 10-year No Dollar Limit System Material and Labor Warranty;
11. LOWE ROOFING shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
12. LOWE ROOFING shall indemnify, defend and hold CITY harmless from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expenses including attorney fees arising out of or in connection with any conduct or work of LOWE ROOFING as set forth in this agreement;
13. LOWE ROOFING shall provide invoices at various intervals as construction is completed. Upon receipt of the invoices, CITY shall provide progress payments to LOWE ROOFING; and
14. This agreement and the rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the state of South Dakota.

*(Signature page to follow)*

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF DEADWOOD

By: \_\_\_\_\_  
Charles M. Turbiville, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson  
City Finance Officer

LOWE ROOFING, INC.

By: John Ashley

Its: \_\_\_\_\_

State of South Dakota                    )  
  ) SS  
County of \_\_\_\_\_                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared John Ashley, 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.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(SEAL)



## **Appendix 1**

See attached Proposal



**LOWE ROOFING INC.**  
SINGLE PLY & METAL ROOFING SYSTEMS

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Gillette, WY 307-687-0303

www.lowerroofinginc.com • lri@lowerroofing.com

# Proposal

8/16/18

City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732

Deadwood Welcome Center – Hail Damage  
approx. 4,278 sqft  
18115

## Scope of Work<sup>1</sup> and 2.

1. Tear-off the existing sheet metal parapet coping cap, TPO roof system and flashings down to the existing substrate/underlayment and properly dispose of all debris. Inspect the existing substrate/underlayment and roof deck and remove and replace any wet, rotten or damaged areas<sup>3</sup> at the owner's additional expense, to be billed at Time & Material.
2. Install 1/4" DensDeck Roof Board mechanically fastened over the existing substrate/underlayment.
3. Install a mechanically fastened 60mil (actual) PVC (white) roof system using the RhinoBond attachment method.
4. Apply all necessary flashings and terminations to complete the roof system<sup>4</sup>.
5. Fabricate and install 24ga prefinished steel parapet coping cap.
6. Provide a Manufacturer's 10-year No Dollar Limit System Material and Labor Warranty\*.

Price \$33,535.00

## \*Warranty Upgrade Options:

- Option No. 1 Provide a Manufacturer's 15-year No Dollar Limit System Material and Labor Warranty.  
Add \$995.00 Initial

## Notes:

1. The owner warrants that structures on which LRI's personnel are to work are in sound condition and capable of withstanding roofing construction, equipment and operations. Commencement of roof installation indicates only that LRI has visually inspected the surface of the roof deck for visible defects. LRI is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design.
2. This proposal is based on LRI not coming into contact with asbestos-containing or toxic materials (ACM). LRI is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. LRI shall be compensated for additional expenses resulting from the presence of ACM. The owner agrees to indemnify LRI from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.
3. If structural deficiencies beyond rotten roof deck are discovered the owner will be responsible for hiring the appropriate contractor to remedy these situations and having the work coordinated with LRI's construction schedule.
4. If any mechanical and/or electrical alterations are discovered to be necessary in order for LRI to perform its work, the owner will be responsible for hiring the appropriate contractor(s) to perform this work and having the work coordinated with LRI's construction schedule.
5. LRI is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage or ponding on the roof due to structural conditions.

1 of 2

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon siting, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized  
Signature \_\_\_\_\_

*please see page 2 for signature*

Note: This proposal may be  
withdrawn by us if not accepted within

10 Days

**ACCEPTANCE OF PROPOSAL** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_



**LOWE ROOFING INC.**  
SINGLE PLY & METAL ROOFING SYSTEMS

City of Deadwood  
102 Sherman Street  
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## Proposal

Deadwood Welcome Center – Hail Damage  
approx. 4,278 sqft  
18115

### Notes (continued):

6. LRI shall carry worker's compensation, automobile and commercial general liability (bodily injury and property damage) insurance. LRI will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. The owner shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by LRI, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted.
7. The owner acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by LRI. The owner shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Some people are more sensitive to these emissions than others. The owner shall hold LRI harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
8. LRI will take all due care during construction; however, this work will be disruptive to the tenants of the building. The owner acknowledges that this will include noise and could include dust/debris falling from the underside of the roof deck. The owner agrees to remove or protect property directly below the roof in order to minimize potential interior damage. LRI shall not be responsible for disturbance, damage, clean up or loss to interior property that the owner did not remove or protect prior to commencement of roofing operations or any other clean up required from the normal roofing process. All work will be performed during normal business hours.
9. LRI is not responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by LRI.
10. Staging and parking areas will need to be made available throughout this project.
11. A City of Deadwood building permit will be required for this project; LRI will apply and pay for this permit and add it's cost to our first progress billing.
12. If coordination with the Historical Society becomes necessary, the owner with input from LRI will be responsible for this communication.
13. Price does not include snow removal; if inclement weather occurs the project may be delayed.
14. All applicable taxes included.
15. Please sign and return if accepted.

### Progress Payments.

2 of 2

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon status, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized  
Signature

Note: This proposal may be  
withdrawn by us if not accepted within

John Shirley  
10 Days

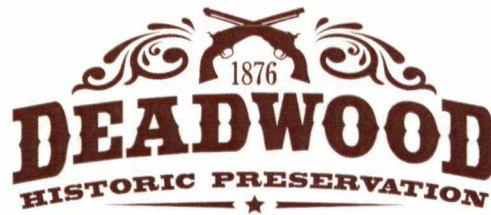
**ACCEPTANCE OF PROPOSAL** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

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



Kevin Kuchenbecker  
Historic Preservation Officer  
Telephone (605) 578-2082  
kevin@cityofdeadwood.com

9-17-18  
10E

## MEMORANDUM

**Date:** September 13, 2018  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
Bob Nelson, Jr., Zoning Administrator  
**Re:** Main Street Master Plan – Phase I

Winter & Company was chosen as the lead consultant for the Main Street Master Plan. On their team are Chamberlain Architects and Ferber Engineering along with another consultant specializing in special event management out of Boulder, Colorado.

The next step in moving forward with the Main Street Master Plan is to begin Phase I. The purpose of this phase is to review previous planning efforts, background documentation, on-site visits and interviews which will assist in understanding current conditions, physical constraints and issues as well as provide a more in-depth grasp of what is needed and the associate work that has occurred on Main Street.

In addition, an initial cost estimate will be developed for potential work related to this planning effort which is necessary for future bonding using HP funds. This phase will also build an understanding of how events are planned and implemented on Main Street. The cost to complete Phase I will not exceed \$55,000.00.

Phase I includes three primary tasks:

- Collect and review background materials – A review of existing site documentation and related information.
- Expedited cost estimates for the bond issue – The team will do their best to provide these preliminary costs for the upcoming bond issue.
- Events analysis – Staff, events coordinator, downtown business owners and others will work to understand how events are organized, scheduled, implemented and note some of the issues that are encountered when the event is occurring.

Staff is asking City Commission for approval entering into contract with Winter & Company in an amount not to exceed \$55,000.00 to complete Phase I of the Main Street Master Plan with costs coming from the already approved Bed & Booze fund by the Deadwood City Commission.

**Recommended Motion:** *Move to approve enter into contract with Winter & Company in an amount not to exceed \$55,000.00 to complete Phase I of the Main Street Master Plan.*