

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
Regular Meeting
5:00 p.m. July 2, 2018

Public comments are welcomed, but no action can be taken by the Commission on comments received at this meeting. Anyone wishing to have the Commission vote on an item should call the Finance Office at 578-2600 by 11:00 a.m. on the Friday preceding the next scheduled meeting to be placed on the agenda.

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES OF June 18, 2018**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Volunteer Fire Department Longevity Award to Trent Mohr for 35 Years of Service
- B. Ann Cass – Install permanent bullpens and memorial plaque at Deadwood ballfields in memory of Marshall Sudlow, to be paid through fundraising.

6. **CONSENT AGENDA**

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

- A. Resolution 2018-18 In Support of Application to Occupy SD Department of Transportation Highway Right of Way for Midwest Shrine Association Summer Session parade August 16, 2018
- B. Permission to increase wage of Parking Ramp employee Curtis Haugen from \$10.28 per hour to \$10.86 per hour effective June 21, 2018 after two years of service.
- C. Remove Parking Ramp employees Pam Goodwin and Lyle Fritzemeier from payroll effective May 5, 2018 and Rec Center employee Sabrina Brossart effective June 1, 2018.
- D. Permission to increase wage of Ordinance Officer Jeramy Russell from \$18.27 per hr. to \$19.23 per hr. effective July 3, 2018 after two years of service and Police Reserve Officer Sally Sprigler from \$13.70 per hr. to 14.64 per hr. effective July 8, 2018 after four years of service.
- E. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Mark Hadrick.
- F. Permission for Police Department to hire up to six rally officers at 90% of prevailing wage
- G. Permission for Police Department to renew CMI Justice software at cost of \$7,150.00.

- H. Allow Mayor to sign contract with Sacrison Paving for repairs in Dunlop Street area (approved June 18, 2018)
- I. Permission for Mayor to appoint Bonny Anfinson to the Deadwood History, Inc. board for a three-year term effective June 1, 2018.
- J. Resolution 2018-19 To Surplus City-Owned Real Estate, Lot 2C of Block 23
- K. Allow Mayor to sign Quit Claim Deed and Certificate of Real Estate Value for same property.
- L. Allow use of public property during picnic until 10:00 p.m. at the Event Complex on September 15 for Black Hills Veterans March and Marathon. Deposit has been received.

7. BID ITEMS

8. PUBLIC HEARINGS

- A. Hold public hearing for land exchange of city owned property at Pavilion for Franklin Motor Lodge property owned by Super G Investments to construct community gathering place with possible action
- B. Set public hearing on July 16 for Retail (on-off sale) Malt Beverage License, and Retail (on-off sale) Wine License for Justin Fuller, Deadwood Beer and Wine LLC, dba Harrys and Joes at 65 Sherman Street
- C. Set public hearing on July 16 for Retail (on-off sale) Malt Beverage License, and Retain (on-off sale) Wine Licenses for Scott Jacobs, dba Jacobs Gallery at 670 Main Street
- D. Set public hearing on July 16 for Motorcycle Parking: parking on Main Street Sunday, July 29 through Sunday, August 12, parking in Interpretive Lot Thursday, August 2 through Sunday, August 12

9. OLD BUSINESS

- A. Evaluation of Sunday Event Series to date

10. NEW BUSINESS

- A. Allow Finance Officer to create Special Revenue Fund #0212 titled Business Improvement District #8
- B. First Reading of Ordinance #1277 to Create 2018 Budget for Business Improvement District #8
- C. Approve recommended expenditures from April 24, 2018 BID 8 Board Minutes and \$25,000.00 for Freestyle Moto Cross event on September 7 and 8, 2018. If approved, direct Finance Office to write check to reimburse BY Development, Deadwood Chamber and Deadwood Gaming Association. Additional reimbursements to approved expenditures will occur as cash becomes available.
- D. Second Reading of Ordinance #1274, Amending Chapter 2.24.030, Residency Policy
- E. Second Reading of Ordinance #1276 to Amending Chapter 8.12, Noise Ordinance
- F. Permission for Mayor to sign parking lease with Celebrity for fourteen (14) spaces at Broadway Parking Structure in the amount of \$1,400.00 per month plus tax.

- G. Permission for Mayor to sign agreement with OTIS for elevator maintenance at Adams Museum
- H. Permission to contract with Sacrison Paving to patch streets in numerous areas of town in the amount of \$19,953.00 (low quote based on quantities) and direct attorney to prepare contract
- I. Approve 2018 Round Two Outside of Deadwood Grant recommendations in the amount of \$75,000.00 to eight entities. Individual applicants, projects, locations and dollar amounts will be part of official minutes.
- J. Approve Resolution 2018-20 to Lease Soda Fountain, if approved set public hearing on July 16.
- K. Permission to enter into negotiations with Winter & Company for development of Main Street Master Plan as recommended by the Selection Committee

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Deadwood received Recreational Trails Program funding in the amount of \$60,000.00 for Deadwood Whitewood Creek Trail and Boardwalk Rehabilitation project
- B. Harley-Davidson to utilize space in Lower Main Parking Lot for demo rides August 3rd through 12th, 2018; coordinating with Deadwood Chamber of Commerce.

12. EXECUTIVE SESSION

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

13. ADJOURNMENT

REGULAR MEETING, JUNE 18, 2018

RAPID DELIVERY	SERVICE	38.82
RASMUSSEN MECHANICAL	SERVICE	983.36
RECREATION SUPPLY	SUPPLIES	96.48
RED ROOF INN	CONFERENCE	57.00
REGIONAL HEALTH	TESTING	380.00
RICH, BILL	MEETINGS	175.00
ROLLING STONE	SUBSCRIPTION	34.95
RUNGE, BRETT	MEETINGS	150.00
SCHMITZ, JOE	REIMBURSEMENT	528.63
SD COMMISSION ON GAMING	CITY SLOTS	27,443.18
SD DEPT. OF CORRECTIONS	FIREWISE	4,402.89
SD DEPT. OF REVENUE	TAX	4,243.89
SD MUNICIPAL LEAGUE	WORKSHOP	100.00
SD ONE CALL	SERVICE	48.16
SD POLICE CHIEFS'	SUPPLIES	280.00
SD STATE HISTORICAL	MEMBERSHIP	50.00
SDSM&T	SCHOLARSHIP	1,000.00
SHEDD, JIM	MEETINGS	175.00
SIMON MATERIALS	SUPPLIES	243.54
SOUTHSIDE OIL	GASOLINE	14,360.22
SOUTHSIDE SERVICE	SERVICE	96.15
STURDEVANT'S	SUPPLIES	1,150.30
SUBWAY	SERVICE	278.00
SUMMIT SIGNS	SIGNS	213.00
TCF EQUIPMENT	TROLLEYS	9,400.86
TDG COMMUNICATIONS	SIGNS	75.00
TOMS, DON	PROJECT	500.00
TREWHELLA, MISTY	REIMBURSEMENT	219.70
TWILIGHT	SUPPLIES	267.49
TWIN CITY ANIMAL SHELTER	SPAY/NEUTER	3,250.00
TWIN CITY HARDWARE	SUPPLIES	9.18
TWIN CITY HARDWARE	GRANT	991.55
ULINE	SUPPLIES	222.65
UNIVERSITY OF SIOUX FALLS	SCHOLARSHIP	1,000.00
VERIZON NETWORKFLEET	SUPPLIES	151.15
WALL STREET JOURNAL	SUBSCRIPTION	197.94
WASTE CONNECTIONS	SERVICE	7,616.09
WEM	DEPOSIT	500.00
WESTERN STATES FIRE	REPAIR	571.99
WHITE'S CANYON MOTORS	SERVICE	550.00
WL CONSTRUCTION	SUPPLIES	819.98
WWHA	MEMBERSHIP	60.00

TOTAL \$300,525.71

ITEMS FROM CITIZENS ON AGENDA

Thank you

Mayor Turbiville read a thank you letter from Emily Wheeler, thanking the city for assistance during the Deadwood Mickelson Marathon.

Request

Ruth moved, Martinisko seconded to allow Deadwood History to serve complimentary beer and wine for Big Thank You Event at Adams Museum on September 12 from 5:00 p.m. to 7:00 p.m. Roll Call: Aye-All. Motion carried.

Update

Kevin Kuchenbecker updated Commission on efforts of negotiating committee to acquire Century Link building. He stated their position is the same today as twelve months ago: they would be willing to donate the building but requested payment of over 4 million dollars to move switching station to Lead. Kuchenbecker also stated the committee asked if CenturyLink would consider making the building more compatible to historic district and possibly adding public restrooms, which may be a possibility in the next few years.

CONSENT

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

- A. Allow Finance Officer to write annual check from BID #7 Fund to Tentexkota after June 20 remittances have been received. Amount owed to date is \$481,750.70.
- B. Approve Special Alcohol License for Cadillac Jacks to serve liquor at Event Complex Friday, September 7 and Saturday, September 8 from 5:00 p.m. to 9:00 p.m. for Deadwoods All In Freestyle Motocross Event. No public hearing necessary since license is on publicly owned property.
- C. Allow use of public property at Event Complex on Monday, September 3 through Sunday, September 9 for Deadwoods All In Freestyle Motocross Show. Deposit was received.
- D. Accept resignation of Jhamel Smith as Community Services Officer effective June 4, 2018.

REGULAR MEETING, JUNE 18, 2018

- E. Permission to advertise for Community Services Officer for five days and then outside sources if necessary.
- F. Permission to hire Liz Schweigert as Library Assistant at \$16.34 per hour effective June 25, 2018 pending pre-employment screening
- G. Pay budgeted amount of \$6,000.00 to Lead Chamber of Commerce for Gold Camp Jubilee Days from Bed and Booze Fund
- H. Pay budgeted amount of \$65,000.00 to Days of '76 Rodeo: \$60,000.00 from Historic Preservation and \$5,000.00 from Bed and Booze Fund
- I. Purchase 5500 gallons of gasoline from Southside at cost of \$2.61 per gallon
- J. Approve special license and allow Optimist Club to serve beer at the History and Interpretive Center on Thursday, August 23 from 3:00 p.m. to 10:00 p.m. during Kool Deadwood Nites
- K. Permission for Mayor to sign renewal of annual agreement between South Dakota School for the Deaf and City for office space at History and Info Center at \$250.00 per month
- L. Approve paying Deadwood Electric \$3,064.77 for repairs to street lighting underground infrastructure damaged during the Pavilion Project
- M. Permission to pay Forgey Construction for replacing concrete panels on 3 Stewart Street to facilitate fixing water line leak at cost of \$3,396.31 from Streets budget
- N. Allow Mayor to sign agreement with Forcoli and Sons to paint 53 light poles at cost of \$6,760.22 to be paid from HP Capital Assets (budgeted)
- O. Permission for Mayor to sign annual parking lease with NMD Ventures for twelve (12) spaces at Broadway Parking Structure in the amount of \$1,200.00 per month plus tax.
- P. Permission for Mayor to sign annual lease with Deadwood Gaming Association to use portion of History and Information Center at cost of \$250.00 per month
- Q. Contract with Mehlberg Construction to do concrete work and repairs at Event Complex for \$2,550.35, including excise tax
- R. Permission to enter into loan agreements for the following dates; Redfield Carnegie Library for traveling baseball panels from July 1, 2018 to August 31, 2018 and American Legion Baseball Class B State Tournament Banquet on July 31, 2018.

BID ITEMS

Results

Todd moved, Struble seconded to enter into three-year city slot machine lease with the Lodge at Deadwood for \$97,500.00 annually with one option to renew and allow Mayor to sign agreement. Finance Officer Nelson stated auction was held on June 11 as advertised, with four bidders. Roll Call: Aye-All. Motion carried.

Set

Ruth moved, Martinisko seconded to set bid opening for retaining wall at 55 Taylor on July 12, 2018 at 2:00 p.m. with results to Commission on July 16, 2018. Roll Call: Aye-All. Motion carried.

Martinisko moved, Ruth seconded to set bid opening for Upper Main Archway Project on July 12, 2018 at 2:15 p.m. with results to Commission on July 16, 2018. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Camaro Rally

Public hearing was opened at 5:10 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Martinisko moved, Struble seconded to approve parking on Main Street from Celebrity to Mineral Palace (southwest side only) and Wall to Lee Street (northwest side only) from 5:00 p.m. to 9:00 p.m. on Friday, June 22, 2018. Roll Call: Aye-All. Motion carried.

Poker Run

Public hearing was opened at 5:12 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Todd moved, Martinisko seconded to approve parking on Main Street from Wall to Lee Street (southwest side only) from 6:00 p.m. to 10:00 p.m. on Sunday, June 24, 2018. Roll Call: Aye-All. Motion carried.

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Parade

Public hearing was opened at 5:13 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Ruth moved, Struble to approve street closure on Main Street from Tin Lizzie Gaming Resort to the Masonic Temple from 3:00 p.m. until the parade ends on Wednesday, July 4, 2018. Roll Call: Aye-All. Motion carried.

Public Hearing Set

Martinisko moved, Struble seconded to set a public hearing on July 2 to consider exchange of city owned property at Pavilion for Franklin Motor Lodge property to construct community gathering place. Roll Call: Aye-All. Motion carried.

OLD BUSINESS

Trash Issue

City Attorney Riggins explained that in addition to current ordinance, he also reviewed the Deadwood Downtown Design Guidelines, which states in part that trash receptacles should be grouped in enclosures and should be simple in design. Riggins added the issue before the Commission is how to proceed with enforcement when so many areas are non-compliant. Commissioner Ruth commented he would like to appoint a committee for further input and discussion, and added his goal is to eliminate selective enforcement. Mayor Turbiville's position is that ordinance is impractical to enforce and requested that Main Street Initiative take on the issue as well. Ruth moved, Struble seconded to appoint Bob Jr., Kevin Kuchenbecker, Commissioner Ruth and Attorney Riggins to a committee to discuss and return at a later date.

NEW BUSINESS

Ordinances

Ruth moved, Martinisko seconded to approve first reading of Ordinance #1274, Amending Chapter 2.24.030, Residency Policy. Roll Call: Aye-All. Motion carried.

Martinisko moved, Ruth seconded to approve second reading of Ordinance #1275 to Revise Chapter 5.04 Alcoholic Beverages. Roll Call: Aye-All. Motion carried.

After update on proposed changes from business owner Olivia Jacobs, Todd moved, Ruth seconded to approve first reading of Ordinance #1276 to Amend Chapter 8.12, Noise Ordinance. Roll Call: Aye-All. Motion carried.

Recommendation

Struble moved, Todd seconded to accept recommendation of Library Board and appoint Vicky Buss to fill position vacated by Ashley Marske for three-year term ending December, 2021 and reappoint Linda Frederick for three year term ending December, 2021. Roll Call: Aye-All. Motion carried.

Contract

Todd moved, Martinisko seconded to contract with Sacrison Paving to repair parts of Dunlop Avenue around the Street shop in the amount of \$14,946.50 (based on quantities) and direct attorney to prepare contract. Public Works Director Green stated he obtained three quotes. Roll Call: Aye-All. Motion carried.

Property

Martinisko moved, Struble seconded to surplus property adjacent to Carolyn White property/Shine Street and utilize Deadwood Economic Development to facilitate the transfer of property. Legal Description: Lot 2C of Block 23, Formerly the North Half and South Half of the Southwesterly 20 feet of Lot 2 and the Northeasterly Five Feet of lot 2, Block 23, Original Town of Deadwood; City of Deadwood, Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

Notice

Todd moved, Ruth seconded to accept 30 day written notice provided on June 15, 2018 from Lamont Companies to terminate Broadway Parking Structure Lease Agreement. Ruth reminded Commission about necessary parking requirements per zoning ordinance. Roll Call: Aye-All. Motion carried.

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ADJOURNMENT

Martinisko moved, Struble seconded to adjourn the regular session at 5:38 p.m. The next regular meeting will be on Monday, July 2, 2018.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

6/21/2018 10:52 AM

A/P Regular Open Item Register

PAGE: 1

PACKET: 04364 TENTEXKOTA - 6/21/18 - JP

VENDOR SET: 01 CITY OF DEADWOOD

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

Additional Bill - 7/2/18

Approved on 6-18-18 City Commission Meeting

-----ID-----		GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-3146		TENTEXKOTA, LLC.				

I-062118		BID 7 PAYMENT	526,653.40			
6/21/2018	FNBAP	DUE: 6/21/2018 DISC: 6/21/2018		1099: N		
		BID 7 PAYMENT		214 4630-423	MARKETING	526,653.40
=== VENDOR TOTALS ===			526,653.40			
=== PACKET TOTALS ===			526,653.40			

PACKET: 04374 COMBINED - 7/3/18

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
01-3309	THE LORD'S CUPBOARD					
		I-061318	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	91.20
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 91.20
01-1331	SD MUNICIPAL LEAGUE					
		I-062218	101-4111-427	TRAVEL BUDGET TRAINING CLASS-COMMISSI	000000	25.00
				DEPARTMENT 111	COMMISSION	TOTAL: 25.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/18	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,527.58
01-0578	TWIN CITY HARDWARE & LU					
		C-B167006	101-4142-426	SUPPLIES RETURN 2 HON CHAIRS - FINANCE	000000	939.98-
		I-B166492	101-4142-426	SUPPLIES 3 - HON OFC. CHAIRS - FINANCE	000000	1,409.97
01-1171	A & B BUSINESS SOLUTION					
		I-IN518159	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	100.65
01-1725	QUILL CORPORATION					
		I-7942194	101-4142-426	SUPPLIES 2 OFC.CHAIRS,COPY PAPER-FINANC	000000	804.20
01-2449	HOLIDAY INN CITY CENTRE					
		I-83983	101-4142-427	TRAVEL LODGING - FINANCE OFFICER SCHO	000000	210.00
01-3877	MUTUAL OF OMAHA					
		I-000748738221	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.46
				DEPARTMENT 142	FINANCE	TOTAL: 3,128.88
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/18	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,236.22
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 06-22-18	101-4192-428-04	UTILITIES - C CITY HALL	000000	63.71
		I-NAT GAS 06-22-18	101-4192-428-14	UTILITIES - S CITY SHOP	000000	24.06
		I-NAT GAS 06-22-18	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	62.23
		I-NAT GAS 06-22-18	101-4192-428-12	UTILITIES - P PAVILION	000000	0.00
		I-NAT GAS 06-22-18	101-4192-428-07	UTILITIES - F FIRE HALL	000000	79.29
		I-NAT GAS 06-22-18	101-4192-428-13	UTILITIES - R REC CENTER	000000	1,713.29
		I-NAT GAS 06-22-18	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	54.84
		I-NAT GAS 06-22-18	101-4192-428	UTILITIES GAYVILLE WATER HOUSE BLACKTAIL	000000	17.91
		I-NAT GAS 06-22-18	101-4192-428-09	UTILITIES - H HARCC	000000	52.86
		I-NAT GAS 06-22-18	101-4192-428-19	UTILITIES - G GATEWAY PLUMA	000000	20.27
		I-NAT GAS 06-22-18	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	0.00

PACKET: 04374 COMBINED - 7/3/18

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-NAT GAS	06-22-18	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	16.42
	I-NAT GAS	06-22-18	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	30.74
	I-NAT GAS	06-22-18	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	78.51
	I-NAT GAS	06-22-18	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	134.21
01-0563	RCS CONSTRUCTION					
	I-PAY APP 2 PAVILION		101-4192-422-12	PROFESSIONAL- PAVILION DEMO-CONSTR PRK LOT	000000	185,557.59
01-0578	TWIN CITY HARDWARE & LU					
	C-D387197		101-4192-425-21	REPAIRS - WEL STARAIGHT STOP-BALL VALVE/WELC	000000	3.00-
	I-B165198		101-4192-425-21	REPAIRS - WEL SILICONE WRAP-STRAIGHT STOP/WE	000000	25.98
	I-B165355		101-4192-425-17	REPAIRS-DAYS BITS-HASP LOCK-TRIM/DAYS MUS	000000	38.75
	I-B165385		101-4192-425-16	REPAIRS - LOW FASTENER-HAMMERIN-BIKE HK/INFO	000000	16.97
	I-B165438		101-4192-425-06	REPAIRS - DAY ZIP BAG-BROOM-BRUSH-MITT/GRAND	000000	57.11
	I-B165446		101-4192-425-04	REPAIRS - CIT EXTREME HAMMER-TARP STRP/CH	000000	28.78
	I-B165484		101-4192-425-17	REPAIRS-DAYS 2X4X8 TREATED/STAR SCREW/DAYS	000000	25.77
	I-B165688		101-4192-425-06	REPAIRS - DAY SPRAY PAINT-DBL BIT-STAR/GRAND	000000	28.06
	I-B165817		101-4192-425-06	REPAIRS - DAY (4) PAINTERS MITT/GRANDSTAND	000000	11.96
	I-B165959		101-4192-426	SUPPLIES (2) BOAL BRUSH/PUB BLDG	000000	7.18
	I-B166046		101-4192-425-06	REPAIRS - DAY CLEANER-BRUSH-ORGANIZER/GRAND	000000	41.49
	I-B166239		101-4192-426	SUPPLIES (2) 1 GAL VINEGAR/PUB BLDG	000000	8.98
	I-B166346		101-4192-426-04	SUPPLIES - CI BUBBLER-REGULATOR-DR SW/CITY	000000	136.97
	I-B166355		101-4192-426-08	SUPPLIES - HI SHARKBITE BALL VALVE/HISTORY	000000	51.98
	I-B166446		101-4192-425-04	REPAIRS - CIT (6) SIMPLE GREEN REFILLS/CITY	000000	71.94
	I-B166532		101-4192-425-04	REPAIRS - CIT BATTERY-WEEK PLANNER/CITY	000000	77.97
	I-B166543		101-4192-425-08	REPAIRS - HIS BIT IMP DTY HEX TITNM KIT/HIST	000000	21.99
	I-B166888		101-4192-425-03	REPAIRS - BAL DRILL ACCESS-UTIL KNIFE RET/BA	000000	22.98
	I-B167048		101-4192-425-10	REPAIRS - LIB 4 PC HOME FILE PACK/LIBRARY	000000	25.99
	I-B167058		101-4192-425-04	REPAIRS - CIT (4) FASTENERS/CITY HALL	000000	1.32
	I-B167068		101-4192-425-15	REPAIRS - TRO 20A SP CIRCUIT BREAKER/TROLLEY	000000	9.99
	I-B167101		101-4192-425-06	REPAIRS - DAY CONNECT-FASTEN-INSUL/GRAND	000000	29.16
	I-B167119		101-4192-425-04	REPAIRS - CIT POWER STRIP-SURGE STRIP/CITY	000000	38.36
	I-B167133		101-4192-426-02	SUPPLIES - AD TARP STRAP-FSTENERS/ADAMSMUS	000000	3.59
	I-B167176		101-4192-426-21	SUPPLIES - WE EGG CRATE-EPOXY-FASTENERS/WELC	000000	30.16
	I-B167223		101-4192-425-06	REPAIRS - DAY SANDPAPER-INSUL-DOWEL/GRAND	000000	32.92
	I-B167325		101-4192-425-06	REPAIRS - DAY PLIERS-EDGE FINDER-BATTERY/GRA	000000	67.44
	I-B167373		101-4192-425-06	REPAIRS - DAY FASTENERS VARIOUS/GRANDSTANDS	000000	18.90
	I-B167425		101-4192-425-21	REPAIRS - WEL ZURN KEY/WELCOME CENTER	000000	24.99
	I-D387233		101-4192-425-02	REPAIRS - ADA MULTIPURPOSE-STEP BITS/AD MUS	000000	89.55
	I-D387243		101-4192-425-06	REPAIRS - DAY HINGE-SPRAY PAINT-LOCK/GRANDST	000000	56.93
	I-D387470		101-4192-425-17	REPAIRS-DAYS ADHES PRESSURE PACK/DAYS MUS	000000	9.49
	I-D387621		101-4192-425-04	REPAIRS - CIT (2) 3 PC PAINT BRUSH SET/CITY	000000	21.98
	I-D387706		101-4192-425-06	REPAIRS - DAY EXT PASTEL BS PAINT/GRANDSTA	000000	199.99
	I-D388050		101-4192-425-17	REPAIRS-DAYS (2) BS RUST ENAMEL/DAYS MUS	000000	71.98
	I-D388201		101-4192-425-06	REPAIRS - DAY FEMALE AERATOR/GRANDSTAND	000000	2.99
	I-D388430		101-4192-425-17	REPAIRS-DAYS SHOWER BRACKET-AIR FRESH/DAYS	000000	53.43
	I-D389022		101-4192-425-03	REPAIRS - BAL GOO GONE-J BOLT-BR FOAM/BALL	000000	16.51
	I-D389120		101-4192-425-10	REPAIRS - LIB COUPLING-PIPE-WRENCH-VALVE/LIB	000000	134.45

PACKET: 04374 COMBINED - 7/3/18

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-D389318	101-4192-425-17	REPAIRS-DAYS FASTENERS-WHITE COUPLER/DAYS	000000	10.27
		I-D389493	101-4192-425-06	REPAIRS - DAY (2) FASTENERS/GRANDSTANDS	000000	2.98
01-0682	PITNEY BOWES INC					
		I-062718	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-1557	DEMCO, INC.					
		I-6375093	101-4192-426	SUPPLIES (2) BENCH SLED BASE-WOOD/PB	000000	1,230.68
01-1558	ECOLAB PEST ELIMINATION					
		I-2803980	101-4192-422-21	PROFESSIONAL ONE SHOT SERVICE/WELCOME	000000	95.85
01-1626	SERVALL UNIFORM AND LIN					
		I-0026300	101-4192-426-04	SUPPLIES - CI TOWELS-MATS-MOPS-LINEN/CITY	000000	189.76
		I-05-31-18 SERVALL	101-4192-426-04	SUPPLIES - CI CITY HALL - 0039039	000000	196.51
		I-05-31-18 SERVALL	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0039041	000000	32.54
		I-05-31-18 SERVALL	101-4192-426-08	SUPPLIES - HI HISTORY / 0039040	000000	65.32
		I-05-31-18 SERVALL	101-4192-426-10	SUPPLIES - LI LIBRARY /	000000	0.00
		I-05-31-18 SERVALL	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0039038	000000	36.23
		I-05-31-18 SERVALL	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0039037	000000	115.53
		I-06-14-18 SERVALL	101-4192-426-04	SUPPLIES - CI CITY HALL - 0045344	000000	175.82
		I-06-14-18 SERVALL	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0045346	000000	34.45
		I-06-14-18 SERVALL	101-4192-426-08	SUPPLIES - HI HISTORY / 0045345	000000	68.21
		I-06-14-18 SERVALL	101-4192-426-10	SUPPLIES - LI LIBRARY / 0045347	000000	26.07
		I-06-14-18 SERVALL	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0045343	000000	49.81
		I-06-14-18 SERVALL	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0045342	000000	107.68
01-3246	KT CONNECTIONS, INC.					
		I-29475	101-4192-425-04	REPAIRS - CIT REPAIR DVR SYSTEM	000000	237.50
01-3421	S AND C CLEANERS					
		I-06-21-18 INV 113	101-4192-422-21	PROFESSIONAL JUNE CLEANING/WELCOME CENTER	000000	1,740.00
		I-06-21-18 INV 216	101-4192-422	PROFESSIONAL MAY-JUNE CLEAN BATHROOMS/PB	000000	1,470.00
		I-06-21-18 INV 216	101-4192-422-06	PROFESSIONAL- MAY-JUNE CLEAN BATHROOMS/PB	000000	195.00
01-3506	ALSCO					
		I-LCAS1206325	101-4192-426-21	SUPPLIES - WE (4) MATS/WELCOME CENTER	000000	40.87
		I-LCAS1209035	101-4192-426-21	SUPPLIES - WE (4) MATS/WELCOME CENTER	000000	40.27
01-3685	BLACK HILLS SECURITY &					
		I-JUL-SEPT 06-16-18	101-4192-422-10	PROFESSIONAL W-5480 LIBRARY / R239343	000000	104.85
		I-JUL-SEPT 06-16-18	101-4192-422	PROFESSIONAL W-5484 MM GIFT SHOP / R239350	000000	89.85
		I-JUL-SEPT 06-16-18	101-4192-422-04	PROFESSIONAL W-5486 CITY HALL / R239348	000000	104.85
		I-JUL-SEPT 06-16-18	101-4192-422-08	PROFESSIONAL- W-5489 INFO CENTER / R239349	000000	104.85
		I-JUL-SEPT 06-16-18	101-4192-422-06	PROFESSIONAL- W-5501 RODEO / R239339	000000	104.85
		I-JUL-SEPT 06-16-18	101-4192-422-06	PROFESSIONAL- W-5504 RODEO / R239338	000000	104.85
		I-JUL-SEPT 06-16-18	101-4192-422-21	PROFESSIONAL W-5513 WELCOME / R239346	000000	104.85
		I-JUL-SEPT 06-16-18	101-4192-422-02	PROFESSIONAL W-2002 ADAMS MUSEUM / R239317	000000	89.85

PACKET: 04374 COMBINED - 7/3/18

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
01-3685	BLACK HILLS SECURITY &	continued				
		I-JUL-SEPT 06-16-18	101-4192-422-04	PROFESSIONAL W-2024 CITY HALL / R239347	000000	134.85
		I-JUL-SEPT 06-16-18	101-4192-422-21	PROFESSIONAL W-2048 WELCOME / R239345	000000	134.85
		I-JUL-SEPT 06-16-18	101-4192-422-17	PROFESSIONAL- W-2062 DAYS OF 76 / R239336	000000	134.85
		I-JUL-SEPT 06-16-18	101-4192-422-17	PROFESSIONAL- W-2063 DAYS OF 76 / R239337	000000	149.85
		I-JUL-SEPT 06-16-18	101-4192-422-09	PROFESSIONAL W-2064 HARCC / R239341	000000	134.85
		I-JUL-SEPT 06-16-18	101-4192-422-09	PROFESSIONAL W-2065 HARCC / R239342	000000	149.85
		I-JUL-SEPT 06-16-18	101-4192-422-02	PROFESSIONAL W-2066 ADAMS MUSEUM / R239318	000000	134.85
		I-JUL-SEPT 06-16-18	101-4192-422-02	PROFESSIONAL W-2067 ADAMS MUSEUM / R239316	000000	149.85
		I-JUL-SEPT 06-16-18	101-4192-422-01	PROFESSIONAL W-2074 ADAMS HOUSE / R239315	000000	149.85
		I-P107892	101-4192-425-01	REPAIRS - ADA REPAIR BAD SMOKE DETECTOR/AD H	000000	336.74
01-3838	VAST BROADBAND					
		I-TELEPHONE 06-16-18	101-4192-428-07	UTILITIES - F FIRE DEPT	000000	288.63
		I-TELEPHONE 06-16-18	101-4192-428-10	UTILITIES - L LIBRARY	000000	253.14
		I-TELEPHONE 06-16-18	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	258.16
		I-TELEPHONE 06-16-18	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	242.88
		I-TELEPHONE 06-16-18	101-4192-428-04	UTILITIES - C CITY HALL	000000	1,337.10
		I-TELEPHONE 06-16-18	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
		I-TELEPHONE 06-16-18	101-4192-428-14	UTILITIES - S STREET DEPT	000000	44.15
		I-TELEPHONE 06-16-18	101-4192-428-06	UTILITIES - D DAYS OF 76 GRANDSTANDS	000000	164.78
		I-TELEPHONE 06-16-18	101-4192-428-12	UTILITIES - P PAVILION	000000	0.00
		I-TELEPHONE 06-16-18	101-4192-428-04	UTILITIES - C CITY HALL	000000	195.28
01-3877	MUTUAL OF OMAHA					
		I-000748738221	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	12.38
01-3975	FIRST NATIONAL CREDIT C					
		I-06-25-18 CC KRUZEL	101-4192-425-03	REPAIRS - BAL POPCORN KETTLE/BALLFIELDS	000000	71.99
		I-06-25-18 CC KRUZEL	101-4192-426	SUPPLIES AIRTIME CELL STRAIGHTTALK/PB	000000	42.60
		I-06-25-18 CC KRUZEL	101-4192-425	REPAIRS AUTOFLUSH TOILET SYSTEM/PB	000000	45.00
		I-06-25-18 CC KRUZEL	101-4192-425-21	REPAIRS - WEL WATER HYDRANT KEY/WELCOME	000000	16.07
01-4351	KLEIN APPRAISALS					
		I-6620181	101-4192-422-12	PROFESSIONAL- APPRAISAL REPORT - PAVILION	000000	650.00
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	204,546.83
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/18	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	12,898.48
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-062818	101-4210-426	SUPPLIES TITLE/PLATES -'18 DURANGO/ PD	000000	21.20
01-1740	STREICHER'S					
		I-11318879	101-4210-426	SUPPLIES CUFF & MAG HOLDER - POLICE	000000	50.98
01-2402	MERTENS, KENNETH					

PACKET: 04374 COMBINED - 7/3/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2402	MERTENS, KENNETH	continued				
		I-060618	101-4210-426	SUPPLIES REIMB.SUPPLIES/W.BILL DAYS- PD 000000		83.05
01-3877	MUTUAL OF OMAHA					
		I-000748738221	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	64.35
DEPARTMENT 210 POLICE						TOTAL: 13,118.06
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/18	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S 000000		1,057.24
01-0578	TWIN CITY HARDWARE & LU					
		I-D389249	101-4221-426	SUPPLIES 3-OUTLET CORD - FIRE DEPT 000000		16.99
01-1171	A & B BUSINESS SOLUTION					
		I-IN514769	101-4221-422	PROFESSIONAL COPIER CONT.- PARTIAL MO./FIRE 000000		27.78
		I-IN517051	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT 000000		52.08
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-061818	101-4221-422	PROFESSIONAL REIMBS.LONGEVITY AWARD(MOHR) 000000		175.00
		I-062018	101-4221-422	PROFESSIONAL STAFFING - WILD BILL DAYS 000000		1,302.50
01-3877	MUTUAL OF OMAHA					
		I-000748738221	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-3977	ACE HARDWARE OF LEAD					
		I-300032 - 6/16/18	101-4221-426	SUPPLIES 42 GAL BAGS,FASTENERS - FIRE 000000		50.96
		I-3000320- 6/18/17	101-4221-426	SUPPLIES SCREWDRIVER SET - FIRE DEPT 000000		19.99
01-4317	VIGILANT BUSINESS SOLUT					
		I-18107	101-4221-422	PROFESSIONAL ROBITAILLE SOFTWARE - FIRE DEP 000000		122.50
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:						2,829.99
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/18	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S 000000		981.62
01-3877	MUTUAL OF OMAHA					
		I-000748738221	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
01-3975	FIRST NATIONAL CREDIT C					
		I-06-25-18 CC MOHR	101-4232-426	SUPPLIES USB COMPUTER SPEAKERS/BI 000000		12.77
		I-06-25-18 CC MOHR	101-4232-426	SUPPLIES DIGITAL LEVEL, SMART RAIL/BI 000000		265.83
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 1,265.15

PACKET: 04374 COMBINED - 7/3/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0412	AMERICAN ENGINEERING TE					
		I-175058	101-4310-422	PROFESSIONAL INCLINOMETER READ BURNHAM/STR	000000	750.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/18	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,025.72
01-0578	TWIN CITY HARDWARE & LU					
		I-B165224	101-4310-426	SUPPLIES REBAR TIEWIRE-PLIERS-TAPE/STRT	000000	66.98
		I-B165475	101-4310-426	SUPPLIES MASONRY BIT/STREETS	000000	10.99
		I-B165640	101-4310-426	SUPPLIES (4) YELLOW STRIPING PAINT/STRE	000000	25.96
		I-B165875	101-4310-426	SUPPLIES NUT DRVR IMP RDY/STREETS	000000	5.99
		I-B165876	101-4310-426	SUPPLIES (3) NUTSETTER MAGNETIC/STREE	000000	11.37
		I-B166013	101-4310-426	SUPPLIES (5) MARKING PAINT-RED/STREETS	000000	35.45
		I-B166044	101-4310-426	SUPPLIES (6) WIRE ROPE CLIPS/STREETS	000000	8.94
		I-B166344	101-4310-426	SUPPLIES FLAP WHEELS-VARIOUS/STREETS	000000	17.77
		I-B166382	101-4310-426	SUPPLIES (8) APWA BLUE MARKING PAINT/ST	000000	51.92
		I-B166482	101-4310-426	SUPPLIES (5) 5 FT HEAVY DUTY U POST/STR	000000	34.95
		I-B166977	101-4310-426	SUPPLIES (2) LONG HDL RD PT SHOVEL/STRT	000000	19.98
		I-B167072	101-4310-426	SUPPLIES (3) BOLT CONNECTORS/STREETS	000000	17.97
		I-D387703	101-4310-426	SUPPLIES (4) YELLOW STRIPING PAINT/STRT	000000	29.96
		I-D387989	101-4310-426	SUPPLIES (2) MED SHIR WRIST GLOVE/STRTS	000000	25.98
		I-D388059	101-4310-426	SUPPLIES (2) 4 PK C ALKALINE BATTERY/ST	000000	17.98
		I-D388071	101-4310-426	SUPPLIES (2) 40 LB CUBE SOFTENER SALT/S	000000	14.98
		I-D388103	101-4310-426	SUPPLIES ALK BATTERIES-SUPER GLUE/STREE	000000	14.48
		I-D388273	101-4310-425	REPAIRS (16) FOOT VINYL TUBING/STREETS	000000	8.80
		I-D388274	101-4310-426	SUPPLIES (10) 5 GA YELLO TRAFFC PAIL/ST	000000	869.90
		I-D388275	101-4310-425	REPAIRS (2) WHITE TRAFFIC PAINT/STREET	000000	179.98
		I-D388518	101-4310-426	SUPPLIES (2) ZN EYE BOLT/STREETS	000000	9.58
		I-D388574	101-4310-426	SUPPLIES LED HID REPLACEMENT-FREIGHT/ST	000000	828.84
		I-D388575	101-4310-426	SUPPLIES LED HID REPLACEMENT-FREIGHT/ST	000000	828.84
		I-D388913	101-4310-426	SUPPLIES 16 LB DIGGING BAR/STREETS	000000	37.99
		I-D389113	101-4310-426	SUPPLIES BRAID MASON LINE-IBeam LEVEL/S	000000	34.98
		I-D389179	101-4310-426	SUPPLIES (4) SPLIT BOLT CONNECTORS/STRT	000000	17.96
01-1003	VERIZON WIRELESS					
		I-9808843200	101-4310-422	PROFESSIONAL CALLOUT PHONES 6/11-7/10/18/ST	000000	31.08
01-1171	A & B BUSINESS SOLUTION					
		I-INS17053	101-4310-426	SUPPLIES BASE CONTRACT CHARGES/STREETS	000000	150.43
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1710577	101-4310-426	SUPPLIES BANDSAW BL-PWR CORD-VISE/STR	000000	884.20
		I-1710579	101-4310-426	SUPPLIES BANDSAW BL-HAND CLEANER/STRTS	000000	884.20
		I-1710581	101-4310-426	SUPPLIES BANDSAW BLADES/STREETS	000000	884.20
		I-1710582	101-4310-426	SUPPLIES BANDSAW BL-SAW KIT-GLOVES/ST	000000	884.20
		I-1710584	101-4310-426	SUPPLIES BANDSAW BL-PLASMA CUTTER/STRE	000000	884.20
		I-1712411	101-4310-426	SUPPLIES BANDANA-RAINCOAT-ROPE/STREETS	000000	515.18
01-1333	DEADWOOD ELECTRIC					

PACKET: 04374 COMBINED - 7/3/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1333	DEADWOOD ELECTRIC		continued			
		I-21620	101-4310-425	REPAIRS	REPIPE-REPAIR PAVILION PROJ/ST 000000	3,064.77
		I-21624	101-4310-425	REPAIRS	CHANGE LIGHTS ON FOUR LANE/STR 000000	359.22
01-1493	SANITATION PRODUCTS, IN					
		I-64000	101-4310-426	SUPPLIES	(2) SB SEGMENT SET 17 WIRE/STR 000000	304.76
01-1543	ZEP SALES & SERVICE					
		I-9003471052	101-4310-426	SUPPLIES	AEROSOL-BLUE WIPES-SPREE/STR 000000	441.25
01-1813	GENERAL TRAFFIC CONTROL					
		I-18699	101-4310-425	REPAIRS	SWTCH-BUTTON-KEY-CAB DOOR/STR 000000	112.48
01-2147	FORGEY CONSTRUCTION LLC					
		C-2018-338-CR	101-4310-425	REPAIRS	CORRCT CODE-STS TO WATER 000000	3,396.31-
		I-2018-338	101-4310-425	REPAIRS	REPLACE CONC PANELS 3 STEW/ST 000000	3,396.31
01-3136	SIOUX CITY FOUNDRY CO.					
		I-1049330	101-4310-425	REPAIRS	SKATES FOR SNOW BLOWER/STRTS 000000	900.00
01-3877	MUTUAL OF OMAHA					
		I-000748738221	101-4310-415	GROUP INSURAN	LIFE INSURANCE 000000	31.35
01-3975	FIRST NATIONAL CREDIT C					
		I-06-25-18 CC GREEN	101-4310-426	SUPPLIES	GEN CLEANUP-COL BRASSY/STREETS 000000	270.00
		I-06-25-18 CC MOHR	101-4310-426	SUPPLIES	RED PENS, LAMINATING SHTS /ST 000000	53.10
				DEPARTMENT 310	STREETS	TOTAL: 21,658.86
01-1207	SPEARFISH HUSKY					
		I-0010306	101-4370-426	SUPPLIES	TRIMMER LINE-MIX OIL/OAKRIDGE 000000	296.00
				DEPARTMENT 370	OAKRIDGE CEMETERY	TOTAL: 296.00
01-0213	TRUGREEN CHEM-LAWN					
		I-84938973	101-4520-422	PROFESSIONAL	LAWN SRVC RIVERWALK/PARKS 000000	445.87
		I-84941135	101-4520-422	PROFESSIONAL	LAWN SRVC SOFTBALL FIELDS/PARK 000000	529.98
		I-85027573	101-4520-422	PROFESSIONAL	LAWN SRVC ROTARY PARK/PARKS 000000	77.60
		I-85035371	101-4520-422	PROFESSIONAL	LAWN SRVC PLUM PARK/PARKS 000000	128.12
		I-85037014	101-4520-422	PROFESSIONAL	LAWN SRVC UPPER MAIN-FIRE/PARK 000000	66.62
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/18	101-4520-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S 000000	4,558.12
01-0514	SIMON MATERIALS COMPANY					
		I-1195298	101-4520-425	REPAIRS	1 IN ROADSTONE FOR TRAIL/PARKS 000000	245.18

PACKET: 04374 COMBINED - 7/3/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU					
		I-B165344	101-4520-425	REPAIRS PAINT TRAY-PRIMER-COVER/PARKS	000000	41.44
		I-B165680	101-4520-426	SUPPLIES 1/2 PINT WET SET CEMENT/PARKS	000000	7.49
		I-B165801	101-4520-426	SUPPLIES RUBBER STOPPERS-RAIN GAUGE/PKS	000000	9.98
		I-B165882	101-4520-426	SUPPLIES MIP PLUGS-SPRINKLERS/PARKS	000000	24.25
		I-B165884	101-4520-426	SUPPLIES GALV CAPS-BLACK CAPS/PARKS	000000	8.87
		I-B166040	101-4520-426	SUPPLIES ADJ BRASS NOZZLE KIT/PARKS	000000	12.99
		I-B166100	101-4520-426	SUPPLIES BLACK SHARPIES-MARKERS/PARKS	000000	40.34
		I-B166349	101-4520-426	SUPPLIES REFLECTIVE MYLAR/PARKS	000000	14.98
		I-B166384	101-4520-425	REPAIRS TUBING VINYL 5 FOOT/PARKS	000000	3.45
		I-B166407	101-4520-433	IMPROVEMENTS (4) 2X4 10 AF/PARKS	000000	26.36
		I-B166557	101-4520-426	SUPPLIES NITRILE GLOVES-PRUNER/PARKS	000000	27.98
		I-B166925	101-4520-433	IMPROVEMENTS (38) BAGS LG BARK-SPRINKLER/PK	000000	310.11
		I-D387334	101-4520-425	REPAIRS SANDING BELTS-BLOCK-ENAMEL/PKS	000000	119.94
		I-D387645	101-4520-426	SUPPLIES PVC DWV COUPLING/PARKS	000000	17.68
		I-D388402	101-4520-426	SUPPLIES 3/8X3/8X12 FCT CONNECTOR/PARKS	000000	5.49
		I-D388405	101-4520-425	REPAIRS CONNECTOR-TUBING-PLUG-CL/PKS	000000	4.45
		I-D388431	101-4520-425	REPAIRS BRAINDED VINYL TUBING/PARKS	000000	6.65
		I-D389090	101-4520-425	REPAIRS EDGELOCK TAPE-BRUSH-CVR/PARKS	000000	46.55
01-0653	FASTENAL COMPANY					
		I-SDSPE101373	101-4520-426	SUPPLIES (500) UV CABLE TIES/PARKS	000000	25.45
		I-SDSPE101491	101-4520-426	SUPPLIES (500) UV CABLE TIES/PARKS	000000	25.45
01-1003	VERIZON WIRELESS					
		I-9808843200	101-4520-422	PROFESSIONAL CALLOUT PHONES 6/11-7/10/18/PK	000000	31.08
01-2889	ATCO INTERNATIONAL					
		I-I0509918	101-4520-426	SUPPLIES T-N-T/PARKS	000000	100.00
01-3877	MUTUAL OF OMAHA					
		I-000748738221	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-3975	FIRST NATIONAL CREDIT C					
		I-06-25-18 CC GREEN	101-4520-426	SUPPLIES GEN CLEANUP-COL BRASSY/PARKS	000000	270.00
					DEPARTMENT 520 PARKS	TOTAL: 7,263.82
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/18	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	981.62
01-1786	PETTY CASH/HISTORIC PRE					
		I-62018	101-4640-426	SUPPLIES PETTY CASH REIMBURSEMENT	000000	17.80
01-3877	MUTUAL OF OMAHA					
		I-000748738221	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 1,006.85
					FUND 101 GENERAL FUND	TOTAL: 255,230.64

PACKET: 04374 COMBINED - 7/3/18

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/18	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	545.96
01-0553	MONTANA DAKOTA UTILITIE					
		I-68250010003JUN	206-4550-428	UTILITIES NATURAL GAS -LIBRARY 5/22-6/21	000000	16.50
01-0578	TWIN CITY HARDWARE & LU					
		I-B165846	206-4550-426	SUPPLIES PRINTER CARTRIDGES - LIBRARY	000000	349.94
01-0973	PETTY CASH- LIBRARY					
		I-062718	206-4550-426	SUPPLIES REIMBS. FOR POSTAGE - LIBRARY	000000	50.00
01-1562	MIDWEST TAPE					
		I-96171707	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	44.98
		I-96192840	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	27.98
01-3032	OTIS ELEVATOR COMPANY					
		I-CLH65013Z718	206-4550-425	REPAIRS 3RD QTR SVC. CONTRACT- LIBRARY	000000	133.53
01-3877	MUTUAL OF OMAHA					
		I-000748738221	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	8.17
01-4353	WILLIAMS, JOHN W.					
		I-866030	206-4550-434	BOOKS, MAPS A BOOKS FOR YOUTH - LIBRARY	000000	126.00
DEPARTMENT 550 LIBRARY						TOTAL: 1,303.06
FUND 206 LIBRARY FUND						TOTAL: 1,303.06

PACKET: 04374 COMBINED - 7/3/18

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0211	AMPAC	I-I00927279001	209-4510-426	SUPPLIES PLASTIC DEPOSIT BAGS - RAMP	000000	258.05
01-0433	WELLMARK BLUE CROSS BLU	I-07/01/18	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	545.96
01-1011	TOM'S T'S, INC.	I-22089	209-4510-426	SUPPLIES T SHIRTS-SWEATSHIRTS/REC CENT	000000	114.20
01-1558	ECOLAB PEST ELIMINATION	I-4814757	209-4510-422	PROFESSIONAL COCKROACH-RODENT PROGRAM/REC	000000	94.05
01-2645	HAWKINS INC	I-4300052	209-4510-426	SUPPLIES DELDRUM-ACID-AZONE-SUP BLU/REC	000000	1,048.42
01-2889	ATCO INTERNATIONAL	I-I0510565	209-4510-426	SUPPLIES (1) CASE SANTASTIC/REC CENTER	000000	133.00
01-3506	ALSCO	I-LCAS1202188	209-4510-426	SUPPLIES MATS/REC CENTER	000000	144.88
		I-LCAS1204917	209-4510-426	SUPPLIES MATS/REC CENTER	000000	144.88
		I-LCAS1207642	209-4510-426	SUPPLIES MATS/REC CENTER	000000	144.88
		I-LCAS1210375	209-4510-426	SUPPLIES MATS/REC CENTER	000000	144.88
01-3877	MUTUAL OF OMAHA	I-000748738221	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-3975	FIRST NATIONAL CREDIT C	I-06-25-18 CC TRIDLE	209-4510-426	SUPPLIES COFFEE SUPPLIES/REC CENTER	000000	64.46
DEPARTMENT 510 REC CENTER TOTAL:						2,842.61
01-0660	LEAD CHAMBER OF COMMERCE	I-3665	209-4980-429	OTHER 4TH OF JULY SPONSOR-GOLD CAMP	000000	6,000.00
01-1441	DAYS OF '76, INC.	I-061218	209-4980-429	OTHER 2018 ALLOCATION - B&B	000000	5,000.00
DEPARTMENT 980 SPECIAL EVENTS TOTAL:						11,000.00
FUND 209 BED & BOOZE FUND TOTAL:						13,842.61

PACKET: 04374 COMBINED - 7/3/18

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
01-1191	UMENTHUM, KEITH	I-588118	215-4572-235	VISITOR MGMT 3 STORAGE BOXES	000000	200.00
01-1441	DAYS OF '76, INC.	I-061218	215-4572-250	VISITOR MGMT 2018 RODEO ALLOCATION	000000	60,000.00
01-2061	SOCIETY OF BLACK HILLS	I-61218	215-4572-235	VISITOR MGMT ANNUAL PUBLICATION	000000	2,500.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 62,700.00
01-0568	TDG COMMUNICATIONS	I-14541	215-4573-350	HIST. INTERP. FRAWLEY/WAGNER SIGNS	000000	2,227.50
01-0578	TWIN CITY HARDWARE & LU	I-B166548	215-4573-335	HIST. INTERP. N13	000000	2.99
01-1006	SD MAGAZINE	I-2929661	215-4573-325	HIST. INTERP. 18 RENEWAL/NELSON/KUCHENBECKER	000000	50.00
01-1786	PETTY CASH/HISTORIC PRE	I-62018	215-4573-335	HIST. INTERP. PETTY CASH REIMBURSEMENT	000000	33.67
01-2412	OLD HOUSE JOURNAL	I-62218	215-4573-325	HIST. INTERP. 00955091 RENEWAL-KUCHENBECKER	000000	19.95
01-2584	BADE, BRIAN	I-62618	215-4573-330	HIST. INTERP. POTATO CREEK JOHNNY PHOTO	000000	750.00
01-3975	FIRST NATIONAL CREDIT C	I-62518	215-4573-330	HIST. INTERP. HP JUNE 2018	000000	242.06
		I-62518	215-4573-335	HIST. INTERP. HP JUNE 2018	000000	74.71
DEPARTMENT 573 HP HISTORIC INTERPRETATION						TOTAL: 3,400.88
01-2138	D.C. BOOTH HISTORIC FIS	I-061318	215-4575-520	GRANT/LOAN PR 18 RD2 OUTSIDE DEADWOOD GRANT	000000	13,200.00
01-2909	VERENDRYE MUSEUM INC.	I-070518	215-4575-520	GRANT/LOAN PR 2018 RD1 OUTSIDE DWD GRANT	000000	1,000.00
01-4086	TWIN CITY HARDWARE - GR	C-D389335	215-4575-525	GRANT/LOAN PA PAINT GRANT 3 RODEO D167179	000000	41.99-
		I-A357701	215-4575-525	GRANT/LOAN PA PAINT GRANT 771 MAIN	000000	194.99
		I-A358194	215-4575-525	GRANT/LOAN PA PAINT GRANT 771 MAIN	000000	41.99
		I-B164497	215-4575-525	GRANT/LOAN PA PAINT GRANT 771 MAIN	000000	33.99
		I-B165231	215-4575-525	GRANT/LOAN PA PAINT GRANT 83 CHARLES	000000	27.98

PACKET: 04374 COMBINED - 7/3/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4086	TWIN CITY HARDWARE - GR	continued				
		I-B165622	215-4575-525	GRANT/LOAN PA PAINT GRANT 766 MAIN	000000	41.99
		I-B165893	215-4575-525	GRANT/LOAN PA PAINT GRANT 772 MAIN	000000	38.99
		I-B166081	215-4575-525	GRANT/LOAN PA PAINT GRANT 42 WABASH	000000	28.97
		I-B166150	215-4575-525	GRANT/LOAN PA PAINT GRANT 3 RODEO	000000	41.99
		I-B166280	215-4575-525	GRANT/LOAN PA PAINT GRANT 770 MAIN	000000	41.99
		I-B166281	215-4575-525	GRANT/LOAN PA PAINT GRANT 772 MAIN	000000	41.99
		I-B166512	215-4575-525	GRANT/LOAN PA PAINT GRANT 766 MAIN	000000	29.99
		I-B167090	215-4575-525	GRANT/LOAN PA PAINT GRANT 766 MAIN	000000	25.99
		I-B167108	215-4575-525	GRANT/LOAN PA PAINT GRANT 770 MAIN	000000	25.99
		I-B167179	215-4575-525	GRANT/LOAN PA PAINT GRANT 3 RODEO	000000	41.99
		I-B167196	215-4575-525	GRANT/LOAN PA PAINT GRANT 770 MAIN	000000	83.98
		I-B167467	215-4575-525	GRANT/LOAN PA PAINT GRANT 42 WABASH	000000	17.90
		I-BR1006	215-4575-525	GRANT/LOAN PA PAINT GRANT 772 MAIN	000000	101.97
		I-D386139	215-4575-525	GRANT/LOAN PA PAINT GRANT 771 MAIN	000000	41.99
		I-D386601	215-4575-525	GRANT/LOAN PA PAINT GRANT 771 MAIN	000000	41.99
		I-D386785	215-4575-525	GRANT/LOAN PA PAINT GRANT 771 MAIN	000000	17.99
		I-D387232	215-4575-525	GRANT/LOAN PA PAINT GRANT 766 MAIN	000000	34.99
		I-D387401	215-4575-525	GRANT/LOAN PA PAINT GRANT 766 MAIN	000000	34.99
		I-D387736	215-4575-525	GRANT/LOAN PA PAINT GRANT 772 MAIN	000000	36.99
		I-D387752	215-4575-525	GRANT/LOAN PA PAINT GRANT 3 RODEO	000000	7.99
		I-D387845	215-4575-525	GRANT/LOAN PA PAINT GRANT 722 MAIN	000000	41.99
		I-D387862	215-4575-525	GRANT/LOAN PA PAINT GRANT 83 FOREST	000000	78.98
		I-D387995	215-4575-525	GRANT/LOAN PA PAINT GRANT 772 MAIN	000000	62.98
		I-D388031	215-4575-525	GRANT/LOAN PA PAINT GRANT 772 MAIN	000000	41.99
		I-D388197	215-4575-525	GRANT/LOAN PA PAINT GRANT 722 MAIN	000000	41.99
		I-D388283	215-4575-525	GRANT/LOAN PA PAINT GRANT 3 RODEO	000000	41.99
		I-D388308	215-4575-525	GRANT/LOAN PA PAINT GRANT 42 WABASH	000000	243.94
		I-D388313	215-4575-525	GRANT/LOAN PA PAINT GRANT 3 RODEO	000000	41.99
		I-D388755	215-4575-525	GRANT/LOAN PA PAINT GRANT 3 RODEO	000000	83.98
		I-D389145	215-4575-525	GRANT/LOAN PA PAINT GRANT 766 MAIN	000000	51.98
		I-D389148	215-4575-525	GRANT/LOAN PA PAINT GRANT 766 MAIN	000000	12.95
		I-D389167	215-4575-525	GRANT/LOAN PA PAINT GRANT 772 MAIN	000000	41.99
		I-D389168	215-4575-525	GRANT/LOAN PA PAINT GRANT 770 MAIN	000000	41.99
		I-D389336	215-4575-525	GRANT/LOAN PA PAINT GRANT 3 RODEO	000000	41.99
		I-D389402	215-4575-525	GRANT/LOAN PA PAINT GRANT 3 RODEO	000000	41.99
		I-b165365	215-4575-525	GRANT/LOAN PA PAINT GRANT 766 MAIN	000000	29.99
		I-b167383	215-4575-525	GRANT/LOAN PA PAINT GRANT 770 MAIN	000000	41.99

01-4352 ELKHORN RIDGE AT FRAWLE

I-62118	215-4575-520	GRANT/LOAN PR 18 RD2 OUTSIDE DEADWOOD GRANT	000000	3,500.00
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DEPARTMENT 575 HP DEADWOOD GRANT AND LOA TOTAL: 19,722.32

01-0250 GLOVER, SANDY

I-62218	215-4576-630	PROFES. SERV. REIMBURSEMENT-FLOWERS/LIBRARY	000000	57.33
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01-0578 TWIN CITY HARDWARE & LU

PACKET: 04374 COMBINED - 7/3/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-B165528	215-4576-630	PROFES. SERV. POTTING SOIL - PECK GARDENS	000000	12.00
		I-D387505	215-4576-630	PROFES. SERV. PLANTERS FOR PECK GARDENS	000000	131.88
01-4264	SCHMITZ, JOE					
		I-61918	215-4576-630	PROFES. SERV. REIMBURSEMENT-STAGE RUN FENCE	000000	116.80
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						318.01
01-0578	TWIN CITY HARDWARE & LU					
		I-B166034	215-4577-735	CAPITAL ASSET SPRING SNAP LINK	000000	76.78
01-0782	JACOBS PRECISION WELDIN					
		I-25035	215-4577-735	CAPITAL ASSET RODEO GROUND GATES	000000	1,600.00
01-0784	WESTERN STATES FIRE PRO					
		I-ASI006150	215-4577-730	CAPITAL ASSET REPAIR PREACTION SYSTEM	000000	1,574.50
01-3060	QUIK SIGNS					
		I-23637	215-4577-735	CAPITAL ASSET SIGNS FOR RODEO GROUNDS	000000	248.40
01-3744	EB COMMUNICATIONS, LLC					
		I-10144	215-4577-735	CAPITAL ASSET WIRELESS NETWORK RODEO GROUNDS	000000	1,306.55
01-3972	MEHLBERG CONSTRUCTION					
		I-61318	215-4577-735	CAPITAL ASSET RODEO GROUNDS DRIVEWAY	000000	2,550.35
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						7,356.58
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/18	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,638.26
01-0578	TWIN CITY HARDWARE & LU					
		I-D387968	215-4641-426	SUPPLIES AA BATTERY	000000	15.98
01-1786	PETTY CASH/HISTORIC PRE					
		I-62018	215-4641-426	SUPPLIES PETTY CASH REIMBURSEMENT	000000	26.53
01-3838	VAST BROADBAND					
		I-06162018	215-4641-428	UTILITIES MT MORIAH 06/20/18 - 07/19/18	000000	141.73
01-3877	MUTUAL OF OMAHA					
		I-000748738221	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
01-4230	RUSHMORE OFFICE					
		I-088674	215-4641-426	SUPPLIES WALL SIGN HOLDERS	000000	20.16
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						4,859.99
FUND 215 HISTORIC PRESERVATION TOTAL:						98,357.78

PACKET: 04374 COMBINED - 7/3/18

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0782	JACOBS PRECISION WELDIN					
		I-36461	216-4653-962-05	FACADE EASEME FACADE - 1 BURNHAM	000000	576.52
01-1496	LAWRENCE CO. REGISTER O					
		I-1112	216-4653-960	CLOSING CO REC MORT DRAGON BELLY LLC	000000	180.00
01-2994	CHAMBERLIN ARCHITECTS					
		I-2-18	216-4653-962-05	FACADE EASEME FACADE - 610 MAIN	000000	4,782.52
01-3552	COMPETITIVE MASONRY					
		I-84801	216-4653-962-01	SPECIAL NEEDS WORK DONE AT 47 BURNHAM	000000	4,274.25
01-3984	BLACK HILLS TITLE COMPA					
		I-79536	216-4653-960	CLOSING CO O&E REPORT 23 VAN BUREN	000000	150.00
		I-79537	216-4653-960	CLOSING CO O&E REPORT 770 MAIN	000000	150.00
		I-79587	216-4653-960	CLOSING CO O&E REPORT 151 CHARLES	000000	150.00
		I-79801	216-4653-960	CLOSING CO O&E REPORT 118 CHARLES	000000	150.00
01-4332	WINSELL CONSTRUCTION					
		I-18	216-4653-962-01	SPECIAL NEEDS WORK DONE AT 77 STEWART	000000	8,095.87
		I-18	216-4653-962-04	SIDING GRANT WORK DONE AT 77 STEWART	000000	3,931.58
		I-20	216-4653-962-08	FOUNDATION GR WORK DONE AT 77 STEWART	000000	6,036.68
DEPARTMENT 653 REVOLVING LOAN					TOTAL:	28,477.42
FUND 216 REVOLVING LOAN					TOTAL:	28,477.42

PACKET: 04374 COMBINED - 7/3/18

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
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/18	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,431.52
01-0578	TWIN CITY HARDWARE & LU					
		I-B165643	602-4330-426	SUPPLIES	CARIOUS RECIP BLADES/WATER	000000 62.97
		I-B165969	602-4330-426	SUPPLIES	GRIP ADHESIVE-TERMINAL ADAPT/W	000000 11.06
		I-B166836	602-4330-426	SUPPLIES	LUBRICANT-NYLON BRUSH/WATER	000000 7.48
		I-B167079	602-4330-426	SUPPLIES	BATTERY BACKUP CHARGER/WATER	000000 89.99
		I-D388105	602-4330-425	REPAIRS	COUPLINGS-ADAPTERS/WATER	000000 6.34
		I-D388517	602-4330-426	SUPPLIES	MASONRY-CUT OFF WHEEL/WATER	000000 19.44
		I-D388544	602-4330-426	SUPPLIES	CHIP BRUSH-ROOF SEALANT/WATER	000000 10.57
		I-D389098	602-4330-426	SUPPLIES	SPRAY PAINT-ORG-RED-GREEN/WATE	000000 11.37
		I-D389197	602-4330-426	SUPPLIES	OUTDOOR MOUNTING TAPE/WATER	000000 6.49
		I-D389297	602-4330-426	SUPPLIES	3 LED 150LM HEADLAMP/WATER	000000 18.99
		I-D389512	602-4330-426	SUPPLIES	(2) MALE ELBOWS/WATER	000000 10.98
		I-D389550	602-4330-426	SUPPLIES	RECEPTACLE-PRESSURE GAUGE/WATE	000000 25.48
01-0828	USA BLUEBOOK					
		C-517854	602-4330-426	SUPPLIES	SMART 3 LINK 3 SOFTWARE/WTR	000000 100.61-
		I-592867	602-4330-426	SUPPLIES	LIQUID TESTS-INVERT PAINT/WATE	000000 104.39
01-1003	VERIZON WIRELESS					
		I-9808843200	602-4330-422	PROFESSIONAL	CALLOUT PHONES 6/11-7/10/18/WT	000000 31.08
01-1330	SD DEPT. OF ENVIRONMENT					
		I-19INV0000111	602-4330-429	OTHER	2019 DRINKING WATER FEE/WATER	000000 600.00
01-1365	SD PUBLIC HEALTH LAB					
		I-10582648	602-4330-422	PROFESSIONAL	COLIFORM TESTING/WATER	000000 30.00
01-2147	FORGEY CONSTRUCTION LLC					
		I-2018-338-A	602-4330-425	REPAIRS	REPLACE CONC PANELS 3 STEW ST	000000 3,396.31
01-3877	MUTUAL OF OMAHA					
		I-000748738221	602-4330-415	GROUP INSURAN	LIFE INSURANCE	000000 21.45
01-4339	CORE & MAIN					
		I-1915348	602-4330-426	SUPPLIES	HOSE NOZZLE-PUMPER O-RING/WTR	000000 199.62
DEPARTMENT 330 WATER						TOTAL: 7,994.92
FUND 602 WATER FUND						TOTAL: 7,994.92

PACKET: 04374 COMBINED - 7/3/18

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0211	AMPAC					
		I-I00927279001	607-4580-426	SUPPLIES	PLASTIC DEPOSIT BAGS - RAMP	000000 129.02
01-0578	TWIN CITY HARDWARE & LU					
		I-B165319	607-4580-425	REPAIRS	ADHESIVE-PAINT-SQUARE TUBE/MTM	000000 48.34
01-3838	VAST BROADBAND					
		I-TELEPHONE 06-16-18	607-4580-428	UTILITIES	MT MORIAH GIFT SHOP	000000 40.87
		I-TELEPHONE 06-16-18	607-4580-428	UTILITIES	MT MORIAH TICKET BOOTH	000000 40.87
DEPARTMENT 580 HISTORIC CEMETERIES					TOTAL:	259.10
FUND 607 HISTORIC CEMETERIES					TOTAL:	259.10

PACKET: 04374 COMBINED - 7/3/18

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
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/18	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,536.96
01-0578	TWIN CITY HARDWARE & LU					
		I-B166157	610-4360-426	SUPPLIES NUTSETTER,CABLE TIES - P&T	000000	15.57
		I-D387903	610-4360-426	SUPPLIES POCKET CARD READER - PKG RAMP	000000	15.99
01-3877	MUTUAL OF OMAHA					
		I-000748738221	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						2,578.42
01-0433	WELLMARK BLUE CROSS BLU					
		I-07/01/18	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,057.24
01-0545	LYNN'S DAKOTA MART					
		I-0026 - 6/21/18	610-4361-426	SUPPLIES 24 PACK WATER - TROLLEY	000000	41.86
01-0578	TWIN CITY HARDWARE & LU					
		I-B166473	610-4361-426	SUPPLIES POSTER STRIP - TROLLEY	000000	9.99
		I-B167051	610-4361-426	SUPPLIES BIT DRILL EXT.WOOD - TROLLEY	000000	11.99
		I-B167430	610-4361-426	SUPPLIES DOUBLE CUT KEY - TROLLEY	000000	1.99
		I-D387662	610-4361-426	SUPPLIES BAG OF BLACK SAND - TROLLEY	000000	18.99
		I-D388474	610-4361-426	SUPPLIES SPRAY BOTTLE,CLR CLEANER-TROLL	000000	8.98
		I-D388550	610-4361-426	SUPPLIES 3 CANS BLK SPRAY PAINT-TROLLEY	000000	11.37
		I-D388728	610-4361-426	SUPPLIES SHARPIES,GEL PEN,BIC PEN-TROLL	000000	11.87
01-0619	TWILIGHT FIRST AID & SA					
		I-23297	610-4361-426	SUPPLIES FIRST AID KIT SUPPLIES- TROLLE	000000	61.73
01-1466	MOLLY CORPORATION					
		I-11026	610-4361-425	REPAIRS ELEC. DOOR MOTORS - TROLLEY	000000	557.98
		I-11034	610-4361-426	SUPPLIES SNAP ACTION SWITCH - TROLLEY	000000	306.56
01-1626	SERVALL UNIFORM AND LIN					
		I-0040242	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	81.53
		I-0046535	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	81.53
		I-S0045017	610-4361-422	PROFESSIONAL ADD'L TOWELS - TROLLEY	000000	35.77
01-1788	BLACK HILLS TENT & AWNI					
		I-1352	610-4361-425	REPAIRS FABRICATE WINDOWS-NEW TROLLEY	000000	1,133.66
01-3060	QUIK SIGNS					
		I-23699	610-4361-426	SUPPLIES 2 SIGNS IN ORACAL - TROLLEY	000000	69.27
		I-23735	610-4361-426	SUPPLIES 2 ALUMINUM SIGNS - TROLLEY	000000	64.83
01-3877	MUTUAL OF OMAHA					
		I-000748738221	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70

PACKET: 04374 COMBINED - 7/3/18

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3937	GLOBAL EQUIPMENT COMPAN					
		I-112784388	610-4361-426	SUPPLIES CONVEX MIRROR - TROLLEY	000000	150.19
01-3975	FIRST NATIONAL CREDIT C					
		I-06-25-18 CC KRUZEL	610-4361-434	MACHINERY/EQU (3) LED HD TV MOTORHOME/TROLLE	000000	383.88
01-4036	SCOTT PETERSON MOTORS O					
		I-61954	610-4361-426	SUPPLIES TROLLEY REPAIR-(HMTWN PD CITY)	000000	590.64
01-4286	TCF EQUIPMENT FINANCE					
		I-07/01/18	610-4361-434	MACHINERY/EQU #300	000000	3,133.62
		I-07/01/18	610-4361-434	MACHINERY/EQU #301	000000	3,133.62
		I-07/01/18	610-4361-434	MACHINERY/EQU #302	000000	3,133.62
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						14,098.41
01-0211	AMPAC					
		I-I00927279001	610-4362-426	SUPPLIES PLASTIC DEPOSIT BAGS - RAMP	000000	129.02
01-0578	TWIN CITY HARDWARE & LU					
		I-B166965	610-4362-425	REPAIRS BRUSH-METAL TRAY LINER-ROLLR/R	000000	34.62
01-3838	VAST BROADBAND					
		I-TELEPHONE 06-16-18	610-4362-428	UTILITIES PARKING RAMP	000000	146.41
DEPARTMENT 362 BROADWAY GARAGE TOTAL:						310.05
FUND 610 PARKING/TRANSPORTATION TOTAL:						16,986.88

PACKET: 04374 COMBINED - 7/3/18

VENDOR SET: 01

FUND : 719 TIF #10 TRU HOTEL

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-060118	719-4000-429	OTHER TIF PYMT-W.MORRIS/388-90 MN	000000	79.56
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	79.56
				FUND 719 TIF #10 TRU HOTEL	TOTAL:	79.56

PACKET: 04374 COMBINED - 7/3/18

VENDOR SET: 01

FUND : 720 DEPOSITS HELD

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4015	LIBBY PRODUCTIONS, LLC					
		I-062118	720-4000-429	OTHER	DEPOSIT REFUND - PBR -6/8-9/18 000000	1,100.00
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						1,100.00

FUND 720 DEPOSITS HELD TOTAL:						1,100.00

PACKET: 04374 COMBINED - 7/3/18

VENDOR SET: 01

FUND : 721 TIF #9 OPTIMA

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3673	LIBERTY NATIONAL BANK					
		I- 060118	721-4000-429	OTHER TIF PAYMENT- FIRST GOLD	000000	129.00
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	129.00

			FUND 721	TIF #9 OPTIMA	TOTAL:	129.00
					REPORT GRAND TOTAL:	423,760.97

5B

7-2-18

6-26-18

Dear Ladies and Gentlemen,

My name is Ann Cass. I lost my son, Marshall Sudlow, April 25, 2018. He was a huge baseball fan. He played t-ball through legion at the Deadwood Ballfields. To honor him I would like to make a proposal. Through fundraising, we would like to install permanent bullpens at the Deadwood Baseball Field. I have been in contact with Bob Nelson Jr. The Marshall Sudlow Memorial Fund will pay for and build the bullpens. All we ask is that we are able to put up a plaque in his name.

This would mean so much to friends and family. Marshall was a lifetime member of the Deadwood community and truly loved it. We will be awaiting your response.

Respectfully,

Ann Cass

A handwritten signature in cursive script, appearing to read "Ann Cass". The signature is fluid and elegant, with a long, sweeping underline that extends to the right.

7-2-18

6A

RESOLUTION 2018-18

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

WHEREAS, the City of Deadwood (CITY) will be home to the Midwest Shrine Association Summer Session on August 16 through August 17, 2018; and,

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

WHEREAS, CITY herewith is submitting an application to the South Dakota Department of Transportation (SDDOT) for permit to occupy right-of-way for those portions of S.D. Highways 14A and 85 within the corporate limits of CITY on August 16, 2018, beginning at 6:00 p.m. until the end of the parade; and,

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

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

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

Dated this 2nd day of July, 2018.

CITY OF DEADWOOD

ATTEST:

Charles Turbiville, Mayor

Mary Jo Nelson, Finance Officer



Order Form No. 180614-8

7-2-18
66

This Order Form (this "Order Form") is executed by and between CMI and Customer on June 14, 2018 ("Order Effective Date"). This Order shall be incorporated in and governed by the terms of Master Customer Agreement between CMI and Customer.

Annual Software-Use Licenses with Support

License Level: **Essential**

Term: 3 Years (March 1, 2019 – February 28, 2022)

Support Effective: July 1, 2018

Product/Service	Qty	Agency Name	Fee	Total
JUSTICE SERVER	1	DEADWOOD POLICE DEPARTMENT	\$4,950	\$4,950
Workstations (5)	2	DEADWOOD POLICE DEPARTMENT	\$1,100	\$2,200

Annual Recurring Total

\$7,150.00

Payment Terms

Billed annually starting March 2019.

CMI

By: _____

Typed Name: Chris Womack

Title: President

CUSTOMER

By: _____

Typed Name: KELLY FULLER

Title: CHIEF OF POLICE

7-2-18
64

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
SACRISON PAVING, INC.

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and SACRISON PAVING, INC., with its principal place of business located at 20169 Victor Loop, Whitewood, South Dakota 57793, hereinafter referred to as "SACRISON PAVING;"

WHEREAS, SACRISON PAVING; has agreed to perform specific tasks concerning the paving of 76 Parking Lot, East Shop Parking Lot Crack Repair and East Shop parking Lot Patching for a total sum of Fourteen Thousand Nine Hundred Forty Six and 50/100 Dollars (\$14,946.50); and

WHEREAS, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which SACRISON PAVING shall perform the services concerning the paving of the parking lots identified above; and

WHEREAS, the CITY has accepted the proposal from SACRISON PAVING, attached hereto and incorporated herein by reference as "Appendix 1" based upon the representations made above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. SACRISON PAVING shall perform all work and adhere to all provisions set forth within SACRISON PAVING's proposal;
3. SACRISON PAVING shall install and perform the work described herein in a qualified workmanlike manner;

4. SACRISON PAVING shall provide all signage and/or other markers to prevent injuries to persons or property near or entering the work area;
5. SACRISON PAVING 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 SACRISON PAVING as set forth in this Agreement;
6. SACRISON PAVING shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
7. This Agreement and the rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the state of South Dakota; and
8. Upon completion of each component, SACRISON PAVING shall be paid the subtotal for the completion of each component;
9. SACRISON PAVING shall not be paid any more than Fourteen Thousand Nine Hundred Forty Six and 50/100 Dollars (\$14,946.50) for work completed unless change orders are agreed upon in writing;
10. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied

[signatures and acknowledgements on following pages]

Dated this ____ day of _____, 2018.

CITY OF DEADWOOD

By: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

SACRISON PAVING, INC.

By: _____
Dan Sacrison

Its: President _____

State of South Dakota)
) SS
County of _____)

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

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

(SEAL)

Notary Public
My Commission Expires: _____



PROPOSAL

TO: City of Deadwood
Attn: Bill Burleson
67 Dunlop Avenue
Deadwood, SD 57732

DATE: June 7, 2018

RE: Patching 2018

Item	Description	Qty	Unit	Unit Price	Total
1	76 Parking Lot	1750.0	SF	\$ 4.35	\$ 7,612.50
2	East Shop Parking Lot Crack Repair	1050.0	SF	\$ 3.80	\$ 3,990.00
3	East Shop Parking Lot Patching	760.0	SF	\$ 4.40	\$ 3,344.00
TOTAL					\$14,946.50

All items are tied. Prices are based on full days of work.

NOTES:

- We are licensed, insured, and bondable (Bonding fee is not included)
- Subgrade stabilization is excluded. If necessary, it will be completed at time and materials.
- Pricing is based on estimated quantities. Billing to be by field measurements
- No milling on Adams Street
- Pricing is good until November 1, 2018 if secured within 10 days from date of proposal.
- Payment is due upon completion. In the event that payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 24% will be assessed until paid.

Thank you for the opportunity to serve you!

Sincerely,
SACRISON PAVING

Chris Boom
Estimator/Project Manager

Acceptance: _____

(Please sign and date and return a copy if you wish us to complete this work).
Your signature makes this proposal a contract for work and payment terms

7-2-18
6 J

RESOLUTION 2018-19

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;

Lot 2C of Block 23, Formerly the North Half and South Half of the Southwesterly 20 feet of Lot 2 and the Northeasterly Five Feet of Lot 2, Block 23, Original Town of Deadwood; City 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 2nd day of July, 2018.

CITY OF DEADWOOD

ATTEST:

Charles Turbiville, Mayor

Mary Jo Nelson, Finance Officer

7-2-18
6K

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 108 Sherman 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:

Lot 2C of Block 23, Formerly the North Half and South Half of the Southwesterly 20 feet of Lot 2 and the Northeasterly Five Feet of lot 2, Block 23, Original Town of Deadwood; City 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 108 Sherman Street
Street/Box NumberDeadwood
CitySD 57732
State/Zip CodeBuyer(s): Deadwood-Lead Economic Development Corporation
Name(605) 722-1657
Phone NumberCurrent
Mailing 108 Sherman 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)

Lot 2C of Block 23, Formerly the North Half and South Half of the Southwesterly 20 feet of Lot 2 and the
Northeasterly Five Feet of lot 2, Block 23, Original Town of Deadwood; City 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)

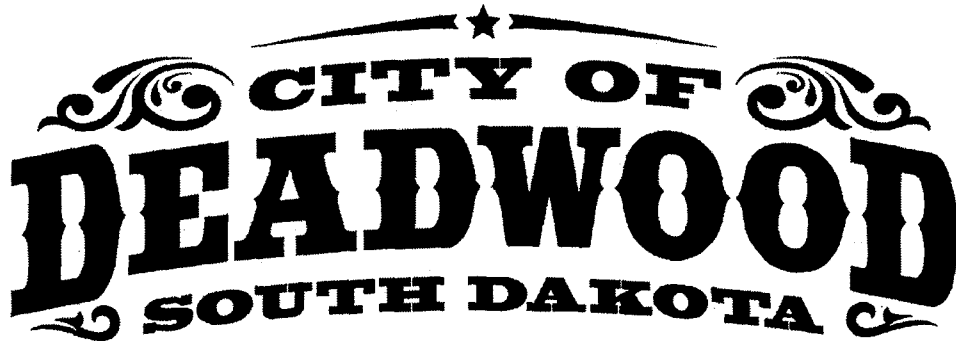
In the blanks below, list any major items of personal property and their value which were included in the total purchase price (i.e. furniture, inventory, crops, leases, franchises): _____

(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	(b) Contract for Deed YES <input type="checkbox"/> NO <input type="checkbox"/> (If yes, MUST complete items below)
Conventional Bank Loan <input type="checkbox"/>	Down Payment \$ _____
Cash Sale <input type="checkbox"/>	Monthly/Yearly Payment \$ _____ Interest Rate _____%
FHA, FmHA, SDHA Loan <input type="checkbox"/>	No. of Payments _____ Balloon Payment \$ _____
Contract for Deed <input type="checkbox"/> [must complete part (b)]	
Other <input type="checkbox"/>	
Like Kind Exchange <input type="checkbox"/>	
Assumed Mortgage <input type="checkbox"/>	
Farm Credit Service <input type="checkbox"/>	

Signature of seller, Buyer, or agent of _____

Date _____

7-2-18
6L

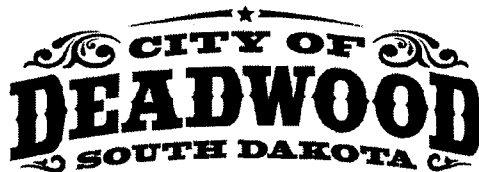
Event Complex Rental and Use Agreement

Event: Black Hills Veterans March and Marathon

Date: 14-15 September 2018

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Black Hills Veterans March and Marathon

Contact Information:

Name of Applicant: Joshua Wermers

Business/Organization: Black Hills Veterans March and Marathon

Mailing Address: 10000 Pioneer Ave

City, State Zip: Rapid City, SD 57702

Business Phone: 605-786-2032

Cell Phone: 605-786-2032

Email Address: joshua.j.wermers.mil@mail.mil

Dates Event Complex requested:

Set up Date(s): 14 September

Hour(s): 1030AM to 1000PM

Event Date(s): 15 September

Hour(s): 0500AM to 1000PM

Clean-up Date(s): 15 September

Hour(s): 0500AM to 1000PM

Approximate number of people who will attend: 350

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Black Hills Veterans March and Marathon

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

Name: Benjamin Lamp Title: Chairman
Phone: 605-728-3358 Representing: _____

Name: Jerry Eisenbraun Title: Rest stop chair
Phone: 605-484-9624 Representing: _____

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

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

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

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

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities \$ 500.00 Key Deposit \$ _____

Parking Lots \$_____ Cleaning/Damage Deposit \$ _____

Baseball Fields	\$
-----------------	----


Total Fees \$ _____ **Total Deposits** \$ _____

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

Organization: Black Hills Veterans March and Marathon

Name: Joshua J. Wermers

Title: Co-Chair

Signature:  Digitally signed by WERMERS.JOSHUA.JAMES.1147382371
Date: 2018.05.08 12:12:42 -06'00'

Date: 5/8/2018

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

7-2-18
8 A

NOTICE OF HEARING

INTENT TO EXCHANGE LAND WITH A PRIVATE OWNER

NOTICE IS HEREBY GIVEN that, pursuant to SDCL 9-27-34.1, the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held July 2, 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 entering into a land exchange with a private owner involving the following described real property:

Lot A of Block 24 and 27' Public Access and Utility Easement, Original Townsite of Deadwood, Lawrence County, South Dakota, presently owned by the City of Deadwood, also known as Pavilion, and,

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, presently owned by Super G Investments, dba Silverado, also known as MotorLodge.

Notice is further given that any person, persons, or their attorney may appear and be heard at said scheduled Public Hearing who are interested in the approval or rejection of this exchange.

Dated this 18th day of June, 2018.

CITY OF DEADWOOD

/s/ Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer June 20, 2018

7-2-18
10B

ORDINANCE NUMBER 1277
SUPPLEMENTAL BUDGET APPROPRIATION #2 FOR 2018

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

FUND 0212 \$230,000.00 for marketing efforts
Source of Revenue: Proceeds from occupancy tax

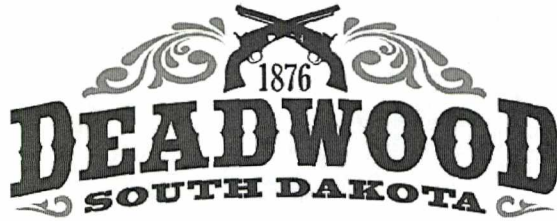
Section 2. This Ordinance is for the support and maintenance of the municipal government of said City of Deadwood, South Dakota, and its existing public and shall take effect immediately upon publication.

CITY OF DEADWOOD

Charles M. Turbiville, Mayor

ATTEST: Mary Jo Nelson, Finance Officer

First Reading:	July 2, 2018
Second Reading:	July 16, 2018
Published:	July 19, 2018
Effective:	July 19, 2018



7-2-18
10C

**Deadwood BID 8 Meeting
Tuesday April 24, 2018
9 a.m. - Deadwood Welcome Center - MINUTES**

In attendance: Paul Bradsky, Tom Rensch, Michelle Fischer, Lonnie Strong, Weston Pleinis, Lee Harstad, Caleb Arceneaux, Mike Rodman, Steve Schaffer, Susan Kightlinger, Amber Diers, Donnie Patton, Teresa Schanzenbach, Terry Sankey, Monica Waisanen

Chairman Bradsky called the meeting to order at 9 a.m.

Approval of February 9th, 2018 Minutes – Tom moves, Weston seconds, to approve the minutes. All approve.

Mayor's Report - Mayor Turbiville was out of town but he sent his regards and thanks to the BID 8 Board

HPC Report Kevin Kuchenbecker - Kevin was not in attendance

City Zoning Administrator Report - Bob Nelson, Jr. was not present, but did provide info to the Board regarding parks, recreation and outdoor venue capital projects that are presently a part of the City's Capital Improvement Plan; which includes the addition of a number of trails right around Deadwood that would improve access to all.

Deadwood Chamber of Commerce Report - Lee Harstad provided information on the Deadwood Chamber's progress regarding the Sunday Concert Series and the Mustang Monday, which BID 8 is funding. He also mentioned that open container will again be up for approval on May 2 for the Sunday Series for the 10-week event. Dustin Evans Band will kick off the Summer Series on June 17.

BID # 8 Executive Director Report - Mike Rodman talked about March occupancy rates being up over 4% and gaming for March being down 5%. He asked the Board how it will measure the success of its efforts – will it be only lodging; only gaming; only lodging as part of the BID 8 members; sales tax or a combination of all. Discussion – it needs to be all occupancy for all properties, not just BID 8; and it shouldn't be just gaming. Lee mentioned a Tourism Index that Black Hills Badlands Tourism uses that encompasses a number of data sets. Caleb suggested we contact Michelle at BHB; Lee will get in touch with Michelle and pass along suggestion.

Mike also talked about the new BID 8 remittance form. Tom moves, Caleb seconds, to approve the new remittance form. Vote – all in favor.

Funding Requests Recommended

New Business

- a. Reimburse BY Development for legal costs to set up BID #8 \$ 1,730.63
Mike went through the attorney/legal fees necessary to set up the BID 8. BY Development had paid this amount and requests reimbursement when funds are available (in discussion funds can be collected after May 6). Michelle moved to approve the expenditure, Tom seconds. Vote – all in favor.
- b. Reimburse BY Development for fronted Chamber costs \$41,445
Lee talked about expenditures and referred to a handout that broke down all the costs. This original amount takes care of the majority of deposits and administration. Additional requests will be coming in. Lonnie moved to approve the expenditure, Susan seconds. Vote – all in favor.
- c. Funding request from MSI for Dan Senftner contract \$30,000

This item was removed from the agenda and will be revisited possibly by an email vote; it was suggested that email votes do not have any Blind Copies (BCC) included, so discussion via email can take place with all the board members. That will begin.

d. Funding request from First Gold for 3-Wheeler Rally up to \$ 7,000

Teresa and Terry from First Gold presented information on the 3WR, and how one dinner on July 13 would feed 700 people; and that was what this request would go for. They mentioned that this was the only time where they are fed as part of the event; other times they are on their own. Tom moved to approve the expenditure, Donnie seconds, with the stipulation that money requests are pending based on money coming in to BID 8. Vote – all in favor.

e. Funding request from Deadwood Alive for Stagecoach up to \$20,000

Mike Rodman spoke on behalf of Deadwood Alive and Historic Preservation regarding a Stage for the summer, running from the new Welcome Center to the Depot. It was asked why, since this is an HP project as well, why does BID 8 have to shoulder financial responsibility. Discussion about this is an 'up-to' \$20,000 request, so it may not have to come from BID 8 at all if the business model works. It was also required that the financial 'books' from the stagecoach operation be available to BID 8 prior to any money being given for the stagecoach. Donnie moves, Caleb seconds to approve the expenditure. Vote – all in favor.

f. Funding request for Deadwood Gaming Association \$10,000/mo. \$70,000

Mike talked about this request and went over DGA income and expenditures. Caleb discussed that Mike is not only a part of DGA but also most other boards in town; and that if something needs to be accomplished administratively, Mike is the one who gets the call. Additional discussion ensued, including upcoming possible implementation of sports betting, and how the DGA will have to be strong and keep on top of that. Tom moves, Donnie seconds, to approve the expenditure. Vote – all in favor.

Adjourn – with no further business, at 9:55 a.m. Donnie moves to adjourn, and Tom seconds.

Mary Jo Nelson

From: Mike Rodman <mrodman@rap.midco.net>
Sent: Thursday, June 21, 2018 4:03 PM
To: Amber; Bob Nelson Jr.; Caleb Arceneaux; Chuck Turbiville; DPatton@livhotelgroup.com; Kevin Kuchenbecker; Lee Harstad; Lonnie Strong; Michelle Fischer; Mike Gustafson; Nate Kessler; Paul Bradsky; Steve Schaeffer; Susan Kightlinger; Tom Rensch; Weston Pleinis
Cc: Mary Jo Nelson; Jeanna Dewey
Subject: Deadwood Freestyle Motocross Show

Bid District #8 Board-

All of the Board has voted and the vote is unanimous to fund \$25,000 for the Deadwood Freestyle Motocross Show to be held Friday and Saturday September 7th and 8th at the Days of 76 Event Center.

It looks like it will be an awesome event for Deadwood!

Thanks,

Mike

"Civility is claiming and caring for one's identity, needs and beliefs without degrading someone else's in the process."

Mike Rodman
Executive Director
Deadwood Gaming Association
605-391-8813
mrodman@rap.midco.net



Virus-free. www.avast.com



Business Improvement District #8
Request for Funding

The Deadwood Gaming Association is requesting \$10,000 per month in funding from BID #8 from June-December of 2018.

The Deadwood Gaming Association's purpose is to be the public policy and communications advocate for the Deadwood business community. The DGA takes the lead on legislative issues, constitutional changes, administrative rules, and city ordinances changes. We stand at the ready to protect the industry from any unwarranted attacks on its future and lobby for a positive business climate and growth opportunities for Deadwood's ongoing development as a diversified visitor destination.

The DGA provides a single contact for information about visitor statistics to create a clear and consistent industry message for media outlets, elected officials, state agencies, and other statewide organizations. Our ongoing education plan provides economic impact information on gaming, employment, tax distribution, historic preservation and tourism.

The DGA informs the industry on national, state and local industry issues, provides daily news information on revenue trends, regulatory issues, success stories, and destination development in other parts of the country, to help provide the information and tools necessary for Deadwood's success. The DGA partners with the Deadwood Chamber, Deadwood Historic Preservation and the City of Deadwood to access issues and formulate action plans to address combined industry concerns.

Thank you,
Mike Rodman
Executive Director

May 2018 BID #8 Disbursements

Total Funds		\$ 29,244.00
DGA	#118 May 2018	\$ 10,000.00
Chamber	#3381	\$ 5,397.30
BY Develop.	#11520, 11653 legal	\$ 1,730.63
BY Develop.	chamber #3265	\$ 1,100.00
BY Develop.	chamber #3266	\$ 50.00
BY Develop.	chamber #3269	\$ 10,000.00
sub-total		\$ 28,277.93
	balance	\$ 966.07

submitted by Mike Rodman

**DEMERSSEMAN JENSEN
TELLINGHUISEN & HUFFMAN, LLP**

L A W Y E R S

PO BOX 1820, RAPID CITY, SD 57709-1820
516 FIFTH STREET, RAPID CITY, SD 57701

Invoice #: 11520

Invoice Date: 1/5/2018

B.Y. Development
Paul Bradsky
927 Main Street
Rapid City, SD 57701

Deadwood BID

Date	Attny	Description	Hours/Qty	Rate	Amount
12/1/2017	RAT	Email Paul Bradsky about uses of BID funds in Deadwood	0.30	250.00	75.00T
12/13/2017	RAT	Meeting with Mayor of Deadwood, City Finance Officer, Paul Bradsky, Caleb Arceneaux, Donnie Patton and Mike Rodman regarding BID; telephone conference with Caleb Arceneaux regarding Cadillac Jack's	3.60	250.00	900.00T
12/19/2017	RAT	Telephone conference with Quentin Riggins regarding Deadwood BID	0.10	250.00	25.00T
12/21/2017	RAT	Draft of Petition for Deadwood BID; telephone conference with Paul Bradsky	0.30	250.00	75.00T
12/22/2017	RAT	Work on Petition for Deadwood BID #8; telephone conference with Paul Bradsky; email Paul	0.80	250.00	200.00T
		SD & RC Sales Tax		6.50%	82.88

Payments received after the 1st of the month are not reflected in the total balance due.
All accounts not paid within 30 days will be charged interest at 1.25% per month.
Partnership Federal ID # 46-0243090

Current Total \$1,357.88

Customer's Total Balance \$1,357.88

**DEMERSSEMAN JENSEN
TELLINGHUISEN & HUFFMAN, LLP**

L A W Y E R S

PO BOX 1820, RAPID CITY, SD 57709-1820
516 FIFTH STREET, RAPID CITY, SD 57701

Invoice #: 11653

Invoice Date: 2/7/2018

B.Y. Development
Paul Bradsky
927 Main Street
Rapid City, SD 57701

Deadwood BID

Date	Attny	Description	Hours/Qty	Rate	Amount
1/8/2018	RAT	Draft letter to Mary Jo Nelson; telephone conference with Paul Bradsky; forward Petition	0.30	250.00	75.00T
1/17/2018	RAT	Emails from and to Paul Bradsky; telephone conferences with Paul	0.50	250.00	125.00T
1/25/2018	RAT	Conference with Chuck Turbiville regarding BID #8	0.30	250.00	75.00T
1/27/2018	RAT	Telephone conference with Paul Bradsky regarding Deadwood BID #8	0.20	250.00	50.00T
1/29/2018	RAT	Email Paul	0.10	250.00	25.00T
		SD & RC Sales Tax		6.50%	22.75

Payments received after the 1st of the month are not reflected in the total balance due.
All accounts not paid within 30 days will be charged interest at 1.25% per month.
Partnership Federal ID # 46-0243090

Current Total \$372.75

Customer's Total Balance \$372.75

**Deadwood Chamber of Commerce & VB**

501 Main Street
Deadwood, SD 57732

(605) 578-1876

Invoice

DATE	INVOICE #
3/13/2018	3265

BILL TO
B.Y. Development Inc

DESCRIPTION	QTY	RATE	AMOUNT
Funding to go towards BID#8 Events: Mustang Rally & Sunday Concert Series. B.Y. Development Inc. to be reimbursed from BID#8 once funds become available Event complex deposit		1,100.00	1,100.00
		Total	\$1,100.00
		Payments/Credits	\$0.00
		Balance Due	\$1,100.00

**Deadwood Chamber of Commerce & VB**

501 Main Street
Deadwood, SD 57732

(605) 578-1876

Invoice

DATE	INVOICE #
3/19/2018	3266

BILL TO
B.Y. Development Inc

DESCRIPTION	QTY	RATE	AMOUNT
Funding to go towards BID#8 Events: Mustang Rally & Sunday Concert Series. B.Y. Development Inc. to be reimbursed from BID#8 once funds become available Alcohol license		50.00	50.00
		Total	\$50.00
		Payments/Credits	\$0.00
		Balance Due	\$50.00

**Deadwood Chamber of Commerce & VB**

501 Main Street
Deadwood, SD 57732

(605) 578-1876

Invoice

DATE	INVOICE #
3/22/2018	3269

BILL TO
B.Y. Development Inc

DESCRIPTION	QTY	RATE	AMOUNT
Funding to go towards BID#8 Events: Mustang Rally & Sunday Concert Series. B.Y. Development Inc. to be reimbursed from BID#8 once funds become available Miscellaneous Expenses		10,000.00	10,000.00
		Total	\$10,000.00
		Payments/Credits	\$0.00
		Balance Due	\$10,000.00

**Deadwood Chamber of Commerce & VB**

501 Main Street
Deadwood, SD 57732

(605) 578-1876

Invoice

DATE	INVOICE #
4/2/2018	3284

BILL TO
B.Y. Development Inc

DESCRIPTION	QTY	RATE	AMOUNT
Funding to go towards BID#8 Events: Mustang Rally & Sunday Concert Series. B.Y. Development Inc. to be reimbursed from BID#8 once funds become available Deposit for Sunday Series		10,380.00	10,380.00
		Total	\$10,380.00
		Payments/Credits	\$0.00
		Balance Due	\$10,380.00

**Deadwood Chamber of Commerce & VB**

501 Main Street
Deadwood, SD 57732

(605) 578-1876

Invoice

DATE	INVOICE #
4/2/2018	3285

BILL TO
B.Y. Development Inc

DESCRIPTION	QTY	RATE	AMOUNT
Funding to go towards BID#8 Events: Mustang Rally & Sunday Concert Series. B.Y. Development Inc. to be reimbursed from BID#8 once funds become available Deposit for Mustang Monday		19,915.00	19,915.00
		Total	\$19,915.00
		Payments/Credits	\$0.00
		Balance Due	\$19,915.00

BID DISTRICT 8									
	<u>Bid</u>	<u># days</u>	<u>Total Rooms</u>	<u>Total Rooms</u>	<u># Rooms</u>	<u># Rooms</u>	<u>Occupancy</u>	<u>Occupancy</u>	<u>Revenue</u>
	<u>Billing</u>	<u>In Month</u>	<u>at 100%</u>	<u>Occupied</u>	<u>Pd Tax</u>	<u>Comp</u>	<u>Rate-all</u>	<u>Rate-Occup.</u>	<u>From Tax</u>
	<u># rooms</u>		<u>Occupancy</u>	<u>for Month</u>		<u>No Tax</u>	<u>rooms occup</u>	<u>w/Tax Pd</u>	
2018									
May Pd in June	969	24	23,256	15,765	14,622	1,143	67.79%	62.87%	\$ 29,244.00
June Pd in July	969	30							
July Pd in August	969	31							
August Pd in September	969	31							
September Pd in October	969	30							
October Pd in November	969	31							
November Pd in December	969	30							
TOTAL YTD 2018			23,256	15,765	14,622	1,143			\$ 29,244.00
				2018 AVG	OCCUPANCY	RATE YTD	67.79%	62.87%	

7-2-18
10D

**ORDINANCE NO. 1274
AN ORDINANCE AMENDING CHAPTER 2.24.030
REGARDING DOMICILE OF CITY EMPLOYEES**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD,
THAT PORTIONS OF CHAPTER 2.24.030 SHALL BE AMENDED AS FOLLOWS:**

2.24.030 Domicile of all city employees.

A. All full-time employees of the city shall be required to establish their domicile so they can meet a thirty (30) minute travel response time as verified by that employee's respective department head. within five miles of the city limits of the city, as defined by the map recorded in the office of the register of deeds of Lawrence County recorded pursuant to SDCL 9-4-11. ~~Current city employees shall not be required to change their current domicile, but in the event their domicile is changed, the change must conform to this section.~~ New hires and rehires shall have ~~one year~~ eighteen months from the date their employment commences to be in conformity with this section. Failure to be in compliance with the requirements of this section shall be deemed a violation of such employee's employment agreement and may ~~shall~~ be considered good cause for the termination of such employee.

B. For the purposes of this section, "domicile" means that place where a person has his or her true, fixed and permanent home to which whenever he or she is absent he or she has the intention of returning.

~~C. In recognition that the lifeguards employed by the Rec Center represent a unique situation because of their specialized training and certification, and that Black Hills State University has provided a pool of such qualified persons, undergraduate students who are employed as lifeguards shall not be subject to the provisions of this section.~~

Dated this 18th day of June, 2018.

CITY OF DEADWOOD

Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

First Reading:	June 18, 2018
Second Reading:	July 2, 2018
Publication:	July 5, 2018
Effective:	July 25, 2018

ORDINANCE #1276
AN ORDINANCE AMENDING CHAPTER 8.12 NOISE

WHEREAS, the Deadwood City Commission desires to amend Chapter 8.12 to add changes to the rules for noise within the City of Deadwood, now therefore

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 8.12 be amended to read as follows:

8.12.010 Purpose and intent.

~~—This chapter is enacted to protect, preserve and promote the health, safety, welfare, peace, quiet and tranquility for the citizens of the city and persons or visitors frequenting the city through the reduction, control and prevention of noise which is disruptive and constitutes an annoyance to such citizens and persons. The city commission acknowledges and recognizes that the legalization of limited gaming within the city which began on November 1, 1989, has created a new gaming industry which now dominates the business community of the city. This industry has also greatly increased the number of visitors and tourists visiting the city and greatly increased both vehicle traffic and pedestrian traffic and general noise level on the streets and sidewalks of the city. This industry is also very competitive and gaming businesses have sought to increase business or traffic to their gaming establishments by the use of sound amplifying equipment which disrupts and annoys citizens and visitors. The city commission also specifically acknowledges and recognizes the topography of the city and that businesses and gaming establishments are located primarily along the streets and highways which travel through the bottom of the valley or gulch of the city and that sounds and noise rising from such highways and streets is easily heard and echoes above such streets and alleys to the hillsides where most of the citizens of the city reside. It is the intent of this chapter to establish regulations and controls which will allow the use of sound amplification equipment which existed prior to the beginning of legalized limited gaming within the city and to reduce unreasonably loud, raucous, annoying and disruptive noise which is harmful and detrimental to individuals and the community in general in the enjoyment of life, privacy, property and conduct of business.~~

~~(Ord. 1055 (part), 2005)~~

8.12.011 General restrictions.

~~—A. A person may not:~~

- ~~— 1. Make noise or use sound equipment in public between ten p.m. and ten a.m.;~~
- ~~— 2. Make noise or play a musical instrument audible to an adjacent business or residence between ten p.m. and ten a.m.;~~
- ~~— 3. Operate a machine that separates, gathers, grades, loads, or unloads sand, rock or gravel within six hundred (600) feet of a residence, church, hospital, hotel or motel between seven p.m. and six a.m.; or~~
- ~~— 4. Operate sound equipment in a vehicle audible or causing a vibration thirty (30) feet from the equipment.~~

~~—B. In addition to the specific prohibitions outlined in subsection A of this section, it is unlawful for any person to make, continue, or cause to be made or continued any loud or unusual noise so as to disturb the peace of the public, any neighborhood, any business operation, family, lawful assembly of persons or a person by committing any act or acts of disturbance within the limits of the city.~~

~~—C. Except for emergency vehicles, it is unlawful for any person to operate or cause to be operated upon the streets or public places in the city a sound truck or car with sound amplification equipment in operation without a sound permit as provided for in this chapter. "Sound truck," as used in this chapter, means any vehicle having~~

thereon or attached thereto any sound amplification equipment. "Sound amplification equipment," as used in this chapter, means any machine or device for the amplification of the human voice, music or other sound, but shall not include radio or warning devices on vehicles used for traffic warning or control purposes.

~~—D. It is unlawful for any person within the city limits of the city, to make, or cause to be made, loud or disturbing or offensive noises with any mechanical devices operated by compressed air and used for purposes of assisting braking on any semitractor, logging truck, or other motor vehicle except for the aversion of imminent danger.~~

~~(Ord. 1055 (part), 2005)~~

~~8.12.020 Permit for outdoor sound amplification equipment.~~

~~—A. Except as provided in this chapter, any person, partnership, association, corporation or business desiring to use or operate any loudspeaker, public address system or other sound amplifying equipment outdoors, or indoors but designed to project the sound outdoors, must first obtain a permit from the city police department which will then be brought forth to the city commissioners for approval. The permit may authorize the use or operation of such sound amplifying equipment between the hours of ten a.m. and ten p.m. The application for the permit shall be filed with the police department and shall provide the following information:~~

~~—1. The name, address and telephone number of both the owner and the user of the sound amplifying equipment;~~

~~—2. The license number of the motor vehicle, if any, upon which the equipment is to be used;~~

~~—3. The general description of the sound amplifying equipment which is to be used;~~

~~—4. Whether the sound amplifying equipment will be used for commercial purposes and if used for commercial purposes, information as to its use or the use of similar equipment at the location applied for prior to November 1, 1989;~~

~~—5. The dates and location of the proposed operation of the equipment.~~

~~—B. The application for a permit shall be accompanied by a fee of fifty dollars (\$50.00). Permits shall be reviewed annually by the city commission at the first regular commission meeting in the month of March of each year. The fee shall not be prorated if the permit is to be issued for a shorter period.~~

~~—C. The permit may contain such conditions as may be necessary to insure compliance with this chapter and any other ordinances of the city as may be in effect when the permit fee for community-oriented events of short duration, but an application must be submitted.~~

~~(Ord. 1055 (part), 2005)~~

~~8.12.030 Outdoor sound amplification equipment prohibited.~~

~~—Reserved.~~

~~(Ord. 1055 (part), 2005)~~

~~8.12.040 Revocation of permit.~~

~~—A permit issued under this chapter may be revoked or terminated by the city if the noise which is produced under the permit becomes unreasonably loud, raucous, jarring, disturbing, disruptive or annoying to residents or other persons within the city.~~

~~(Ord. 1055 (part), 2005)~~

~~8.12.050 Exceptions to application of chapter.~~

~~—This chapter shall not apply and a permit shall not be required for the following:~~

~~—A. Parades such as high school parades, the Days of '76 parade, and other parades;~~

~~—B. Community events, festivals, or celebrations;~~

~~—C. Band concerts;~~

- ~~—D. Athletic games or contests or events at the rodeo grounds area such as football games, softball games, baseball games, soccer games, rodeos, entertainment shows or events, bicycle races, and other similar events;~~
- ~~—E. Emergency vehicles and for emergency purposes such as police, fire and ambulance sirens or warning devices and loudspeakers used in connection with crimes, disasters or emergencies;~~
- ~~—F. An employee of a governmental entity engaged in the employee's official duty;~~
- ~~—G. A person operating a bell for a religious activity.~~

(Ord. 1055 (part), 2005)

8.12.060 Inspections.

~~—A. For the purpose of determining compliance with the provisions of this chapter, the chief of police or authorized representatives are authorized to make inspections of all noise sources and to take measurements and tests whenever necessary to determine the quantity and character of noise. If any person refuses or restricts entry and free access to any part of a premise, or refuses inspection, testing or noise measurement of any activity, device, facility, motor vehicle or process where inspection is sought, the chief of police or authorized representative may seek from the court a warrant for inspection requiring that such person permit entry and free access without interference, restriction or obstruction, at a reasonable time, for the purpose of inspecting, testing or measuring noise. The court shall have the power, jurisdiction and authority to enforce all orders issued under the provisions of this chapter.~~

~~—B. It is unlawful for any person to refuse to allow or permit the chief of police free access to any premise when he or she or an authorized representative is acting in compliance with a warrant for inspection and order issued by the court.~~

~~—C. It is unlawful for any person to violate the provisions of any warrant or court order requiring inspection, testing or measurement or noise or noise services.~~

~~—D. No person shall hinder, obstruct, delay, resist, prevent in any way, interfere or attempt to interfere with any authorized person while in the performance of their duties under this chapter.~~

(Ord. 1055 (part), 2005)

8.12.070 Violation—Penalty.

~~—A violation of this chapter may be punishable by a fine not to exceed two hundred dollars (\$200.00). Each day any violation of this chapter continues shall constitute a separate offense. In addition to the possible fine, the holder of a permit for sound amplifying equipment as provided above, shall, upon conviction of a second offense within any one year period (not just the period from April 1st to March 31st), have that permit revoked. Upon revocation, a new permit may not be issued to that person, location, or particular use for a six month period following the revocation.~~

(Ord. 1055 (part), 2005)

8.12.010 Purpose and Intent.

This chapter is enacted to protect, preserve and promote the health, safety, welfare, peace, quiet and tranquility for the citizens of the city and persons or visitors frequenting the city through the reduction, control and prevention of noise which is disruptive and constitutes an annoyance to such citizens and persons. The city commission acknowledges and recognizes the topography of the city and businesses are located primarily along the streets and highways which travel through the bottom of the valley or gulch of the city and that sounds and noise rising from such highways and streets is easily heard and echoes above such streets and alleys to the hillsides where most of the citizens of the city reside. It is the intent of this chapter to establish regulations and controls which will allow the use of sound amplification equipment within the city and to reduce unreasonably loud, raucous,

annoying and disruptive noise which is harmful and detrimental to individuals and the community in general in the enjoyment of life, privacy, property and conduct of business.

8.12.020 Definitions and Standards.

A. All terminology used in this chapter and not defined in this section shall be in conformance with applicable American National Standards Institute publications, including but not limited to S1. 1-1960, R 1971, or those from its successor publications or bodies. For the purposes of this chapter, certain words and phrases used in this chapter are defined as follows:

- (1) A-weighted sound pressure level means the sound pressure level as measured with a sound level meter using the A-weighting network. The standard notation is dB(A) or dBA.
- (2) Ambient sound pressure level means the sound pressure level of the all-encompassing noise associated with a given environment, usually a composite of sounds from many sources. It is also the A-weighted sound pressure level exceeded 90 percent of the time based on a measurement period which shall not be less than ten minutes.
- (3) Boundary means the reporting party(s) property line.
- (4) Continuous sound means any sound which exists, essentially without interruption, for a period of ten minutes or more.
- (5) Cyclically varying noise means any sound which varies in sound level such that the same level is obtained repetitively at reasonably uniform intervals of time.
- (6) Decibel means a logarithmic and dimensionless unit of measure often used in describing the amplitude of sound. Decibel is denoted as "dB."
- (7) Device means any mechanism which is intended to produce, or which actually produces, noise when operated or handled.
- (8) Dynamic braking device (commonly referred to as Jacobs Brake) means a device used primarily on trucks for the conversion of the engine from an internal combustion engine to an air compressor for the purpose of braking without the use of wheel brakes.
- (9) Emergency vehicle means a motor vehicle used in response to any emergency or to protect persons or property from imminent exposure to danger.
- (10) Emergency work means work made necessary to restore property to a safe condition following a public calamity, or work required to protect persons or property from an imminent exposure to danger.
- (11) Impulsive noise means a noise containing excursions usually less than one second, or sound pressure level using the fast meter characteristic.
- (12) Live music or entertainment means any person or group performing in person.
- (13) Motor vehicle means any vehicle which is self-propelled by mechanical power, including but not limited to passenger cars, trucks, truck-trailers, semitrailers, campers, helicopters, motorcycles, minibikes, go-carts, snowmobiles, drones and racing vehicles.
- (14) Muffler means an apparatus consisting of a series of chambers or baffle plates designed for the purpose of transmitting gases while reducing sound emanating from such apparatus.
- (15) Noise means any sound which is unwanted or which causes or tends to cause an adverse psychological or physiological effect on human beings.

- (16) Noise disturbance means any sound which annoys or disturbs reasonable persons with normal sensitivities, or which injures or endangers the comfort, repose, health, hearing, peace and safety of other persons.
- (17) Percentile sound pressure level means either of the following:
- a. Tenth percentile noise level means the A-weighted sound pressure level that is exceeded ten percent of the time in any measurement period (such as the level that is exceeded for one minute in a ten-minute period) and is denoted L_{10} .
 - b. Ninetieth percentile noise level means the A-weighted sound pressure level that is exceeded 90 percent of the time in any measurement period (such as the level that is exceeded for nine minutes in a ten-minute period) and is denoted L_{90} .
- (18) Person means any human being, firm, association, organization, partnership, business, trust, corporation, company, contractor, supplier, installer, user, owner or operator, including any municipal corporation or its officers or employees.
- (19) Plainly audible noise means any noise for which the information content of that noise is unambiguously transferred to the listener, such as but not limited to understanding of spoken speech, comprehension of whether a voice is raised or normal, or comprehension of musical rhythms.
- (20) Property boundary means any imaginary line exterior to any enclosed structure, at the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person.
- (21) Public right-of-way means any street, avenue, boulevard, highway, or alley or similar place which is owned or controlled by a public governmental entity.
- (22) Pure tone means any sound which can be distinctly heard as a single pitch or a set of single pitches. For the purposes of measurement, a pure tone shall exist of the one-third octave band sound pressure level in the band when the tone exceeds the arithmetic average of the sound levels of the two contiguous one-third octave bands by five dB for frequencies of 500 Hz and above, by eight dB for frequencies between 160 and 400 Hz, and by 15 dB for frequencies less than or equal to 125 Hz.
- (23) Receiving land use category means the principal use of the receiving property regardless of the zoning use established by city zoning ordinances.
- (24) Repetitive impulsive noise means any noise which is composed of impulsive noises that are repeated at sufficiently slow rates such that a sound level meter set at fast meter characteristic will show changes in sound pressure level greater than ten dB(A).
- (25) Sound means a temporal and spatial oscillation in pressure, or other physical quantity, in a medium with interval forces that causes compression and rarefaction of that medium, and which propagates at finite speed to distant points.
- (26) Sound level meter means an instrument, including a microphone, amplifier, RMS detector and integrator, time averager, output meter and/or visual display and weighting networks, that is sensitive to pressure fluctuations. The instrument reads sound pressure level when properly calibrated and is of type 2 or better as specified in American National Standards Institute publication S1. 4-1971 or its successor publication.
- (27) Sound pressure means the instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space due to sound.

(28) Sound pressure level means 20 times the logarithm to the base ten of the ratio of the RMS sound pressure to the reference pressure, which shall be 20 micropascals, denoted LP or SPL.

(29) Stationary noise source means any device, fixed or movable, which is located or used on property other than a public right-of-way.

(30) Steady noise means a sound pressure level which remains essentially constant during the period of observation, i.e., does not vary more than six dB(A) when measured with the slow meter characteristic of a sound level meter.

(31) Use district means those districts established by the city zoning ordinance.

8.12.030 Noises Prohibited.

A. General prohibitions. In addition to the specific prohibitions outlined in subsection B. of this section and sections 8.12.040 and 8.12.090 of this chapter, it shall be unlawful for any person to make, continue, or cause to be made or continued any noise disturbance within the limits of the city.

B. Specific prohibitions. The following acts are declared to be in violation of this chapter:

(1) Horns and signaling devices. Sounding of any horn or signaling device on any truck, automobile, motorcycle, emergency vehicle or other vehicle on any street or public place within the city therein except as a danger warning signal or the sounding of any such signaling device for an unnecessary and unreasonable period of time.

(2) Radios, television sets, musical instruments and similar devices.

a. Using, operating or permitting the use or operation of any radio receiving set, musical instrument, television, phonograph, drum or other machine or device for the production or reproduction of sound, except as provided for in subsection (b)(3) of this section, in such a manner as to violate section 8.12.040 or cause a noise disturbance.

b. The operating of any such device between the hours of 10:00 p.m. and 7:00 a.m. the following day in such a manner as to be plainly audible at the property boundary of the source or plainly audible at 50 feet from such device when operated within a vehicle parked on a public right-of-way or plainly audible at 100 feet from such device when operated within a moving vehicle.

(3) Public loudspeakers. Using or operating a loudspeaker or sound amplifying equipment in a fixed or movable position or mounted upon any sound vehicle in or upon any street, alley, sidewalk, park, place, or public property for the purpose of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmitting music to any persons or assemblages of persons in such a manner as to violate section 8.12.040 or cause a noise disturbance unless a permit as provided by section 8.12.080 is first obtained.

(4) Hawkers and peddlers. Selling anything by outcry within any area of the city therein zoned primarily for residential uses in such a manner as to violate section 8.12.040 or cause a noise disturbance. The provisions of this subsection shall not be construed to prohibit the selling by outcry of merchandise, food, and beverages at licensed sporting events, parades, fairs, circuses, and other similar licensed public entertainment events, or occasional sale of property by public auction.

- (5) Loading operation. Loading, unloading, opening or otherwise handling boxes, crates, containers, garbage containers or other objects between the hours of 10:00 p.m. and 6:00 a.m. the following day in such a manner as to violate section 8.12.040 or cause a noise disturbance.
- (6) Construction work. Operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys, or appurtenances thereto in:
- a. Residential or commercial land use districts between the hours of 10:00 p.m. and 7:00 a.m. the following day.
 - b. Any land use districts where such operation exceeds the sound level limits for an industrial land use as set forth in section 8.12.040.
- (7) Domestic power equipment. Operating or permitting to be operated any power equipment rated five horsepower or less used for home or building repair or grounds maintenance, including, but not limited to a power saw, sander, lawn mower, or garden equipment, in residential or commercial zones outdoors between the hours of 10:00 p.m. and 7:00 a.m. the following day.
- (8) Commercial power equipment. Operating or permitting to be operated any power equipment, except construction equipment used for construction activities, rated more than five horsepower, including but not limited to chain saws, pavement breakers, log chippers, or powered hand tools in residential or commercial land use districts between the hours of 10:00 p.m. and 7:00 a.m. the following day.
- (9) Fireworks or explosives. The use of explosives or fireworks, or the firing of guns or other explosive devices so as to be audible across a property boundary or on a public space or right-of-way, without first obtaining a permit as provided by section 8.12.080. This subsection shall not be construed to permit conduct prohibited by other statutes, ordinances or regulations governing such activity.
- (10) Racing events. Permitting any motor vehicle racing event at any place in such a manner as to violate section 8.12.040 or cause a noise disturbance, without first obtaining a permit as provided by section 8.12.080.
- (11) Powered model mechanical devices. The flying of a model aircraft powered by internal combustion engines, whether tethered or not, or the firing or operating of model rocket vehicles or other similar noise-producing devices, between the hours of 10:00 p.m. and 6:00 a.m. the following day; or in such a manner as to violate section 8.12.040 or cause a noise disturbance.
- (12) Dynamic braking devices. Operating any motor vehicle with a dynamic braking device engaged except for the aversion of imminent danger.
- (13) Defect in vehicle. Operating or permitting to be operated or used any truck, automobile, motorcycle, or other motor vehicle which, by virtue of disrepair or manner of operation, violates section 8.12.040 or causes a noise disturbance.
- (14) Standing motor vehicles. The operating or causing or permitting to be operated any motor vehicle or any auxiliary equipment attached thereto in such a manner as to violate section 8.12.040 or cause a noise disturbance for a consecutive period longer than 15 minutes during which such vehicle is stationary in a residential zone.
- (15) Noise sensitive zones. Creating noise in excess of the standards as defined in section 8.12.40 within the vicinity of any school, hospital, institution of learning, court, or other designated area where exceptional quiet is necessary, while the school, hospital, institution, court or other area is in use.

(16) Bells and alarms. Sounding, operating or permitting to sound or operate an electronically amplified signal from any bell, chime or clock, including but not limited to bells, chimes or clocks in schools, houses of religious worship or governmental buildings, which fails to meet the standards set forth in section 8.12.040.

(17) Fixed sirens, whistles and horns. The sounding or causing the sounding of any whistle, horn or siren as a signal for commencing or suspending work, or for any other purpose except as a sound signal of imminent danger, in such a manner as to violate section 8.12.040 or cause a noise disturbance.

(18) Recreational vehicles and snowmobiles. Operating a recreational vehicle or snowmobile in a manner which violates section 8.12.040 or causes a noise disturbance.

8.12.040 Use District Noise Levels.

Maximum permissible sound levels. It shall be unlawful for any person to operate or permit to be operated any stationary source of sound in such a manner as to create a 90th percentile sound pressure level (L_{90}) of any measurement period (which shall not be less than ten minutes unless otherwise provided in this chapter) which exceeds the limits set forth for the following receiving land use districts when measured at the property affected by the noise:

(1) Normal Sound

<u>Receiving Land Use Category</u>	<u>Time</u>		<u>Sound Level Limit db(A)</u>
<u>Residential</u>	<u>7:00 a.m. to 10:00 p.m.</u>		<u>60</u>
	<u>10:00 p.m. to 7:00 a.m.</u>		<u>55</u>
<u>Noise sensitive zone</u>	<u>7:00 a.m. to 10:00 p.m.</u>		<u>60</u>
	<u>10:00 p.m. to 7:00 a.m.</u>		<u>50</u>
<u>Commercial or business</u>	<u>At all times</u>		<u>70</u>
<u>Industrial</u>	<u>At all times</u>		<u>75</u>
<u>Agricultural</u>	<u>7:00 a.m. to 10:00 p.m.</u>		<u>75</u>
	<u>10:00 p.m. to 7:00 a.m.</u>		<u>55</u>

(2) Impulsive Sound

<u>Receiving Land Use Category</u>	<u>Time</u>	<u>No. of Peaks Per Hour</u>	<u>Maximum db(A)</u>
<u>Residential</u>	<u>7:00 a.m. to 10:00 p.m.</u>	<u>1</u>	<u>85</u>
	<u>10:00 p.m. to 7:00 a.m.</u>	<u>1</u>	<u>80</u>
<u>Noise sensitive zone</u>	<u>At all times</u>	<u>2</u>	<u>79</u>
		<u>4</u>	<u>73</u>
		<u>8</u>	<u>67</u>
<u>Agricultural residential</u>	<u>At all times</u>	<u>16+</u>	<u>61</u>
<u>Commercial</u>	<u>At all times</u>	<u>1</u>	<u>90</u>
		<u>2</u>	<u>84</u>
		<u>4</u>	<u>78</u>
		<u>8</u>	<u>72</u>
		<u>16+</u>	<u>66</u>
<u>Industrial</u>	<u>At all times</u>	<u>1</u>	<u>95</u>

<u>Agricultural</u>	<u>At all times</u>	<u>2</u>	<u>89</u>
		<u>4</u>	<u>83</u>
		<u>8</u>	<u>77</u>
		<u>16+</u>	<u>71</u>

(3) When a noise source can be identified and its noise measured in more than one land use category, the limits of the most restrictive use shall apply at the boundaries between different land use categories.

B. Correction for duration of sound.

(1) It shall be a violation of this chapter for any person to operate, or permit to be operated, any stationary source of sound within any land use district which creates a tenth percentile sound pressure level (L_{10}) of 15 dB(A) greater than the levels set forth for the receiving land use districts in subsection (a) of this section for any measurement period. Such period shall not be less than ten minutes.

(2) Notwithstanding subsection (b)(1) of this section, it shall be unlawful for any person to operate or permit to be operated any stationary source of sound within any land use district which creates a tenth percentile sound pressure level (L_{10}) greater than 15 dB(A) above the ambient sound pressure level (L_{90}) of any measurement period. Such period shall not be less than ten minutes.

C. Correction for character of sound.

(1) For any stationary source of sound which emits a pure tone, cyclically varying sound or repetitive impulsive sound, the limits set forth in subsection (a) of this section shall be reduced by five dB(A).

(2) Notwithstanding compliance with subsection (c)(1) of this section, it shall be unlawful for any person to operate or permit to be operated any stationary source of sound which emits a pure tone, cyclically varying or repetitive impulsive sound which creates a noise disturbance.

8.12.050 Sound Level Measurement.

Sound level measurements shall be made with a sound level meter using the A-weighting scale, in accordance with standards promulgated by the American National Standards Institute or other reasonable standards adopted and tested by the police department.

8.12.060 Exemptions.

A. The following uses and activities shall be exempt from noise level regulations:

(1) Noise of safety signals, warning devices, and emergency pressure relief valves.

(2) Noise resulting from any authorized emergency vehicles when responding to an emergency call or acting in time of emergency, such as police, fire and ambulance sirens or warning devices and loudspeakers used in connection with crimes, disasters or emergencies.

(3) Noise resulting from emergency work.

(4) An employee of a governmental entity engaged in the employee's official duty.

8.12.070 Exceptions.

A. The following exceptions shall be allowed between the hours of 7:00 a.m. and 10:00 p.m. in residential or commercial land use zones. These uses and activities are not required to obtain a sound permit unless otherwise stated:

- (1) School outdoor concerts and music activities including marching band activities, concerts, and parades, sporting activities with musical components, art festivals, and student fund-raisers.
- (2) Religious organizations conducting worship services outdoors, including, but not limited to, operation of a bell for religious activity.
- (3) The City of Deadwood, including, but not limited to, parks and recreation department-sponsored activities; community events, parades, festivals or celebrations in conjunction with declared special events.
- (4) Private events in city parks with a duration of one hour or less.
- (5) Construction work. Operating, or causing to be used or operated, any equipment used in construction, repair alteration, or demolition work on buildings, structures, streets, alleys, or appurtenances in any land use district where such operation causes a sound pressure level no more than 75 dbA measured at a distance of 50 feet.
- (6) Domestic Power Equipment. Operating or permitting to be operated any power equipment rated 5 horsepower or less used for home or building repair or grounds maintenance, including, but not limited to, a power saw, sander, lawn mower, or garden equipment in residential or commercial zones at a sound pressure no more than 75 dbA measured at a distance of 50 feet.
- (7) Commercial Power Equipment. Operating or permitting to be operated any power equipment, except construction equipment used for construction activities, rated more than 5 horsepower, including but not limited to chain saws, pavement breakers, log chippers, or powered hand tools in residential or commercial land use districts at a sound level no more than 82 dbA measured at a distance of 50 feet.
- (8) Athletic games or contests or events at the rodeo grounds area such as football games, softball games, baseball games, soccer games, rodeos, entertainment shows or events, bicycle races, and other similar events.
- (9) Live entertainment in commercial zone provided the max db at boundary does not exceed 80 db.

8.12.080 Permit.

A. Applications for a permit for relief from the noise restrictions in this chapter for an activity shall be made to the city finance office. Permits must comply with the following:

- (1) Application shall be made on a form provided by the city finance officer.
- (2) Application shall be made at least forty-five (45) days prior to the date of the activity.
- (3) No permit shall be issued for any activity conducted between the hours of 10:00 p.m. and 10:00 a.m. except permits may be issued on Historic Main Street between the hours of 7:00 a.m. and 11:30 p.m. on Fridays and Saturdays.
- (4) The permit may prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects upon the city or the surrounding neighborhood.

(5) The City Commission may revise the conditions of any permit if atmospheric conditions, topography, or unanticipated acoustic reverberations increase sound levels at the receiving land.

(6) The permit shall be posted at the activity.

B. Applications for a permit from the noise restrictions of this chapter on the basis of hardship for a temporary, ongoing, or continuous necessary business activity may be made to the city finance office. Permits shall comply with the following:

(1) Application shall be made on a form provided by the finance office.

(2) No reasonable alternative is available to the applicant.

(3) The permit may prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects upon the city or the surrounding neighborhood.

(4) The City Commission may periodically review the permit and, if findings warrant, revise the terms and conditions of the permit or revoke the permit.

C. Except as provided in this chapter, any person, partnership, association, corporation or business desiring to use or operate any loudspeaker, public address system or other sound amplifying equipment outdoors, or indoors but designed to project the sound outdoors, must first obtain a permit from the city finance office which will then be brought forth to the city commissioners for approval. The permit may authorize the use or operation of such sound amplifying equipment between the hours of ten a.m. and ten p.m. The application for the permit shall be filed with the finance department and shall provide the following information:

(1) The name, address and telephone number of both the owner and the user of the sound amplifying equipment;

(2) The license number of the motor vehicle, if any, upon which the equipment is to be used;

(3) The general description of the sound amplifying equipment which is to be used;

(4) Whether the sound amplifying equipment will be used for commercial purposes and if used for commercial purposes, information as to its use or the use of similar equipment at the location applied for prior to November 1, 1989;

(5) The dates and location of the proposed operation of the equipment;

(6) The application for permits shall be reviewed annually by the City Commission at the first regular commission meeting in the month of March of each year. The City Commission shall take into consideration a record of previous violations. Any permittee which receives three or more violations in a calendar year shall be automatically be reviewed by the City Commission at their next meeting for consideration of any additional action including revocation of the permit.

(7) The permit may contain such conditions as may be necessary to insure compliance with this chapter and any other ordinances of the city as may be in effect when the permit fee for community-oriented events of short duration, but an application must be submitted.

8.12.090 Motor Vehicle Noise.

A. No person shall drive or move or cause or knowingly permit to be driven or moved a motor vehicle or combination of vehicles at any time in such a manner as to exceed the following noise limits for the category of motor vehicle shown. Noise shall be measured at a distance of at least 25 feet (7.5 meters) from the near side of the nearest lane being monitored and at a height of at least four feet (1.2 meters) above the immediate surrounding surface.

	Sound Pressure Level dB(A)	
	Speed Limit 40 mph or less	Speed Limit over 40 mph
<u>Motor vehicles with a manufacturers gross vehicle weight rating (GVWR) or gross combination weight rating (GCWR) of 10,000 pounds or more, or any combination of vehicles towed by such motor vehicle.</u>	90	94
<u>Any other motor vehicle or any combination of vehicles towed by any motor vehicle.</u>	80	84

B. This section shall apply to the total noise from a vehicle or combination of vehicles and shall not be construed as limiting or precluding the enforcement of any other provisions of this chapter relating to motor vehicle mufflers for noise control.

C. No person shall operate or cause to be operated any motor vehicle within the city unless the exhaust system of such vehicle is:

- (1) Free from defects which affect sound reduction;
- (2) Equipped with a muffler or other noise dissipative device; and
- (3) Not equipped with any cutout, bypass or similar device.

8.12.100 Enforcement Responsibility.

The police department shall have exclusive responsibility to investigate, issue citations for violations to the permittee, and submit reports, for this chapter as it relates to both stationary sources and vehicular sources to the City Commission.

8.12.110 Inspections.

A. For the purpose of determining compliance with the provisions of this chapter, the chief of police or authorized representatives are authorized to make inspections of all noise sources and to take measurements and tests whenever necessary to determine the quantity and character of noise. If any person refuses or restricts entry and free access to any part of a premise, or refuses inspection, testing or noise measurement of any activity, device, facility, motor vehicle or process where inspection is sought, the chief of police or authorized representative may seek from the court a warrant for inspection requiring that such person permit entry and free access without interference, restriction or obstruction, at a reasonable time, for the purpose of inspecting, testing or measuring noise. The court shall have the power, jurisdiction and authority to enforce all orders issued under the provisions of this chapter.

B. It is unlawful for any person to refuse to allow or permit the chief of police free access to any premise when he or she or an authorized representative is acting in compliance with a warrant for inspection and order issued by the court.

C. It is unlawful for any person to violate the provisions of any warrant or court order requiring inspection, testing or measurement or noise or noise services.

D. No person shall hinder, obstruct, delay, resist, prevent in any way, interfere or attempt to interfere with any authorized person while in the performance of their duties under this chapter.

8.12.120 Violation -- Penalties.

- A. In addition to the imposition of other penalties, violations of sections 8.12.030 through 8.12.090 of this chapter are deemed and declared to be a nuisance, and as such may be subject to summary abatement by means of a restraining order or injunction issued by a court of competent jurisdiction.
- B. Citations for a class 2 misdemeanor to any person who violates this title or any amendment hereto. The citation for a class 2 misdemeanor is punishable by the maximum punishment set forth by the laws of the State of South Dakota pursuant to SDCL § 22-6-2. Each day that any violation of this title is in effect shall constitute a separate offense.

Dated this 2nd day of July, 2018.

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
Finance Officer

First Reading:	June 18, 2018
Second Reading:	July 2, 2018
Publication:	July 5, 2018
Effective:	July 25, 2018

BROADWAY PARKING STRUCTURE LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY" and Celebrity Hotel, with a record address of 625 Main, Deadwood, SD 57732, hereinafter referred to as "CH".

CITY and CH agree that CH shall rent a total of fourteen (14) spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles in the Broadway Parking Structure for various time frames, as forth within the following terms and conditions:

I.

The term of this lease shall be twelve (12) months. Commencing August 1, 2018, through July 31, 2019. The parties acknowledge and agree CH, its employees and representatives may use the parking spaces twenty-four hours per day, seven (7) days per week. The fourteen (14) spaces leased pursuant to this agreement may not be utilized by CH customers and are not to be used as an alternative for validations for customers.

II.

In accordance with the rates established by CITY for the Broadway Parking Structure, CH agrees to pay to CITY as rent the sum of One Hundred Dollars (\$100.00) for each parking space, plus six and 1/2 percent (6.5%) sales tax, for a total of One Thousand Four Hundred and Ninety-One Dollars (\$1491.00) per month. The rental amount set forth in this paragraph shall be due and payable on or before the 1st day of August 2018, and on the first day of each month following through July, 2019.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a twelve (12) month period, and that CH is obligating itself to pay these parking fees per space per month for the twelve (12) months without regard to whether or not CH uses said space or spaces. However, the parties acknowledge that this lease may be terminated early pursuant to paragraph VI, below.

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

III.

CH, in addition to these rented spaces, validates parking of customers in the Broadway Parking Structure via City validation machine #12. Such validations are submitted to CITY and CITY invoices such to CH by the 10th of every month. Should these invoices not be paid in full by the end of the same month invoiced by CITY, CITY shall not honor such validations in the following month until such time as the account is made current. CH agrees it is entitled to no further notice under this section.

IV.

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

V.

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

CH agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the Broadway Parking Structure at its own risk and responsibility.

VI.

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

VII.

Either CH or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the proposed termination date.

Dated this 2nd day of July, 2018.

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
Finance Officer

Dated this _____ day of July, 2018.

Celebrity Hotel

By: _____, Member

State of South Dakota)
) SS
County of _____)

On this _____ day of July, 2018, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the Manager of Celebrity Hotel, a South Dakota limited liability company, and that such Manager, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation himself as Managing Member.

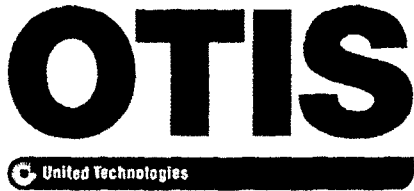
IN WITNESS WHEREOF, I have set my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: _____

7-2-18
106



DATE: 06/05/2018

TO:
CITY OF DEADWOOD
102 Sherman Street
Deadwood, SD 57732

FROM:
Otis Elevator Company
2340 E St Patrick Street # 55
Rapid City, SD 57703

EQUIPMENT LOCATION:
Adams Museum
54 Sherman Street
Deadwood, SD 57732

Mike Leberknight
Phone: (605) 786-6380
Fax: (860) 353-6360

Adams Research Center
150 Sherman Street
Deadwood, SD 57732

PROPOSAL NUMBER: ALE032

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	HYDRAULIC	Concord / Savaria (LULA)	ONLY	F11800
1	HYDRAULIC	MEI / VMI	ONLY	F13285

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car

lighting.

- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you

access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

SAFETY AND ENVIRONMENT

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO

procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws

and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

CONTRACT PRICE AND TERM

CONTRACT PRICE

Two hundred thirty-six dollars and four cents (\$ 236.04) per month, payable Quarterly

PRICE ADJUSTMENT

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis 's contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs. The percentage increase of the Contract will not exceed 5.00 %.

A. Material

Twenty-three dollars and sixty cents (\$ 23.60) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **04/01/2018** which was **222.400** .

B. Labor

Two hundred twelve dollars and forty-four cents (\$ 212.44) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2018** which was **83.934** . The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be 03/01/2018.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

Electronic Funds Transfer Payments (ACH/EFT)

Transmission Format

Accepting CTX (Corporate Trade Exchange) format only. This format allows for up to 9,999 invoices per payment and supports detailed remittance data. It allows the combining of multiple invoices on a single payment and will ensure automatic credit to your accounts, as long as the entire Otis invoice number(s) is transmitted in the exact Otis format (examples below).

Please use the IV (which stands for invoice number) Qualifier when providing the Otis invoice number.

Minimum Payment Information

The following information is required with each transmission:

- Payment Amount
- Use the IV Qualifier to provide the ENTIRE INVOICE NUMBER (minimum 10 characters, maximum 12 characters in exact Otis format).
- Example NKG05678 101 or NKG38062001.
- Payment Date

Depository Information

Depository Institution: JP Morgan Chase

Depository Address PO Box 31339-33631-3339, Tampa, FL 33631-3339

Account Name: Otis Elevator Company

Account Number: 55-20622

Bank routing Number: 071000013

If a wire transfer use this routing number: 021000021

Remittance Information

For each transmission, please send remittance notification to Otis Elevator Company via email at REMITTANCE@OTIS.COM or fax to 860-353-5145.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Mike Leberknight
 Title: Territory Manager
 E-mail: mike.leberknight@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Signed: _____
 Print Name: - _____
 Title - _____
 E-mail: - _____
 Name of Company - _____

Signed: _____
 Print Name: Craig Clabaugh
 Title Branch Manager

- ☐ Principal, Owner or Authorized Representative of Principal or Owner
- ☐ Agent: _____
 (Name of Principal or Owner)

BILL TO INFORMATION

Company Name: _____

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

If yes, please provide contact info for PO renewal:

Name: _____

Fax: _____

Phone: _____

E-Mail: _____

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.



United Technologies

DATE: 06/05/2018

TO:
CITY OF DEADWOOD
102 Sherman Street
Deadwood, SD 57732

FROM:
Otis Elevator Company
2340 E St Patrick Street # 55
Rapid City, SD 57703

EQUIPMENT LOCATION:
Adams Museum
54 Sherman Street
Deadwood, SD 57732

Mike Leberknight
Phone: (605) 786-6380
Fax: (860) 353-6360

CONTRACT NUMBER: CLH05001

CONTRACT DATE: 3.15.2015

We propose the following modification to the Contract referred to above, to take effect as of: 10.1.2017.

INVOICE ADDRESS CHANGE:

Change the billing address from:
Deadwood History
150 Sherman St, Deadwood, SD 57732

New Address:
City of Deadwood
102 Sherman St.
Deadwood SD 57732.

INVOICE FREQUENCY:

The invoice frequency will be quarterly.

This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

Submitted by: Mike Leberknight
Title: Territory Manager
E-mail: mike.leberknight@otis.com

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Otis Elevator Company
Approved by Authorized Representative

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Craig Clabaugh
Branch Manager

Title _____ Title _____

E-mail: _____

Name of Company _____

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: _____
(Name of Principal or Owner)



7-2-18
10 H

PROPOSAL

TO: City of Deadwood
Attn: Bill Burleson
67 Dunlop Avenue
Deadwood, SD 57732

DATE: June 25, 2018

RE: Patching 2018

Item	Description	Qty	Unit	Unit Price	Total
4	Center Street	415.0	SF	\$ 5.10	\$ 2,116.50
5	Parking Lot / Trail Patch (City Prep)	855.0	SF	\$ 4.80	\$ 4,104.00
6	Walnut & Trail Patch	200.0	SF	\$ 5.25	\$ 1,050.00
7	Madison Street Overlay	2675.0	SF	\$ 4.00	\$10,700.00
8	Washington & Jackson Patch	325.0	SF	\$ 6.10	\$ 1,982.50
TOTAL					\$19,953.00

NOTES:

- We are licensed, insured, and bondable (Bonding fee is not included)
- Subgrade stabilization is excluded. If necessary, it will be completed at time and materials.
- Pricing is based on estimated quantities. Billing to be by field measurements
- Pricing is good until November 1, 2018 if secured within 10 days from date of proposal.
- Payment is due upon completion. In the event that payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 24% will be assessed until paid.

Thank you for the opportunity to serve you!

Sincerely,
SACRISON PAVING

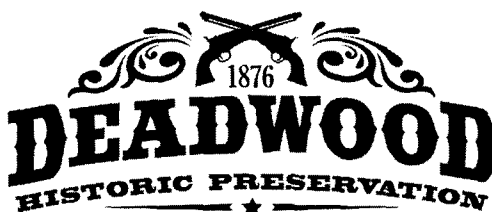
Acceptance: _____

(Please sign and date and return a copy if you wish us to complete this work).

Your signature makes this proposal a contract for work and payment terms

Chris Boom
Estimator/Project Manager

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



7-2-18
10 I
Kevin Kuchenbecker
Historic Preservation Officer
Telephone (605) 578-2082
kevin@cityofdeadwood.com

MEMORANDUM

Date: June 29, 2018
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 2018 Outside of Deadwood Grants – Round Two

On June 20, 2018, the Historic Preservation Commission met and reviewed the second round of the 2018 Outside of Deadwood Grants applications. This round included fifteen (15) Outside of Deadwood Grant applications requesting a total of \$220,386.50.

The budget for 2018 was reduced from an annual amount of \$250,000 to \$150,000 making the selection process more challenging. The Committee closely reviewed the applications and is making the following recommendations for grant approval. The table lists the applicant, project, location and amount for eight (8) grants totaling \$75,000.00 for the second round. The following pages are a brief explanation of all grants submitted for this round.

The Historic Preservation Commission recommends approval of the 2018 Round 2 Outside of Deadwood Grants.

2018 OUTSIDE OF DEADWOOD GRANT ROUND 2 RECOMMENDATIONS

Black Hills Mining Museum.....	Archiving Materials.....	Lead	7,000.00
Groton Community Historical Society.....	Trinity Episcopal Church	Groton	17,500.00
Homestake Opera House.....	Construction Design	Lead	15,000.00
Methodist Episcopal Church	Re-glazing Stain Glass Windows.....	Wessington Springs	5,000.00
SD State Historical Society.....	Digitize Maps	Pierre.....	15,000.00
United Church of Christ	Stained Glass Window Repair	Yankton	4,000.00
Verendrye Museum	Structure Repairs	Ft. Pierre	4,000.00
Whitewood Historic District.....	Street Lamps	Whitewood	7,500.00
TOTAL GRANTS ROUND TWO			\$75,000.00

CITY OF DEADWOOD
2018 Round 2 Outside of Deadwood Grant

Organization Name	City		Project Budget	Matching Funds	Amount Requested	Approved
Black Hills Mining Museum	Lead		\$14,000.00	\$7,000.00	\$7,000.00	\$ 7,000.00
<p>The Black Hills Mining Museum has a very active volunteer group that is spending many hours reviewing, cataloging, organizing and storing many items that were originally part of the BH Mining Museum or have been donated to the museum over time. Almost all of the donated items are received in unacceptable storage containers (boxes, envelopes, bags, unconsolidated). As each item is reviewed its relevance to the museum's purpose is decided by these volunteers. Many items are then placed into the Past Perfect museum program. Following all of this work, items need to be properly stored. That is where proper archiving, museum grade storage and stationary is needed. These include boxes, files, envelopes, labels, tags and packing. The BH Mining Museum constantly struggles to find the finances to acquire the needs of the archiving process.</p>						
Groton Community Historical Society	Groton		\$35,000.00	\$17,500.00	\$17,500.00	\$ 17,500.00
<p>The entire roof of the church and the entry way will be replaced. The church was last roofed in 1975 shortly after the Diocese of South Dakota deeded it to the Brown County Historical Society. The Contractor at that time was instructed to roof over the existing damage in order to avoid additional expenses. When BCHS was no longer able to keep up the church, they deeded it to the Groton Community Historical Society for the specific purpose of taking possession of the church and maintaining and preserving it. The Groton Community Historical Society was unaware of the roof issue when they took owner ship of the building. We are now fixing the issue.</p>						
Haakon County	Philip		\$8,400.00	\$4,200.00	\$4,200.00	\$ -
<p>The County Courthouse property has a memorial site and are wanting to repair the concrete it sits on. Plan to enhance the area around it with a new four-sided picnic table. One memorial is for a group of men that crashed a B-29 Bomber north of Philip while on training mission during World War II. Our other memorial is for the heroes of World War II who where residents of Haakon County. On the reverse side of the memorial it will honor the Korean, Vietnam and Gulf War heroes from Haakon County that lost their lives while servicing our Country. We will also be repairing and updating the sidewalk around the site.</p>						
Hill House Restoration	Lead		\$2,250.00	\$1,200.00	\$1,050.00	\$ -
<p>Restore deck around the house.</p>						

Historic Homestake Opera House	Lead		\$103,400.00	\$78,400.00	\$25,000.00	\$ 15,000.00
<p>The purpose of this project is to complete Preliminary Construction Design Documents for Restoration of the Opera House's historic theater from TSP, Inc., an architecture/engineering firm located in Rapid City, SD. Funds would allow for completion of design documents for the architectural, structural, mechanical, and electrical components of the restoration project in order to provide infrastructure upgrades to the main theater and stage areas.</p> <p>The design scope covers a preliminary (approximately 30%) design of the auditorium, stage area, and an elevator to understand the layout impact to the theater and develop new probable construction costs to complete that work. Once approved, TSP will complete the final design documents and prepare them for construction bidding, in addition to phasing the design to meet budgetary projections. At this point in the project, TSP will coordinate the auditorium and stage lighting and sound systems to integrate with the theater's existing technology. The scope of work for each element (architectural, structural, mechanical, electrical) has been formally proposed by TSP and includes the following:</p> <ul style="list-style-type: none"> -Architectural: project management and coordination of disciplines; code study for building; floor plans for auditorium and stage; architectural layout for elevator; ADA improvements; ceiling design; coordination with light and sound designers; estimate probable construction costs. -Structural: frame interface above proscenium; elevator; stage fly area; coordination with mechanical, electrical, architectural; check existing roof structure to support catwalks, movable lighting, mechanical items, finish. -Civil: completion of site design and utility drawings required for elevator addition -Electrical: design build-out for general and specialty lighting; design emergency system; design theater lighting and sound systems. -Mechanical: Fire system zone layout for sprinkler system; HVAC equipment and locations, main duct runs; plumbing layout for bathrooms and other fixtures. <p>The total cost of these preliminary construction documents totals \$103,400. Please refer to attached documentation from TSP, Inc. for details.</p>						
Lead Country Club	Lead		\$33,469.00	\$17,469.00	\$16,000.00	\$ -
<p>The Lead Country Club opened in 1922 and is fast approaching its 100 year anniversary. The Country Club is requesting grant funds to assist in their project to remodel the men's locker room and restroom, the women's locker room and restroom, and the entryway leading into the locker rooms. These rooms are very old and in poor repair so the Country Club plans on bring the facilities up to date but keeping with the historical integrity of this original golf course clubhouse.</p>						
Lead/Deadwood Economic Develop.	Deadwood		\$50,000.00	\$25,000.00	\$25,000.00	\$ -
<p>The funds will be utilized in the revolving loan fund for commercial properties in Lead's Historic District.</p>						
Methodist Episcopal Church	Wessington Springs		\$9,795.00	\$4,897.50	\$4,897.50	\$ 5,000.00
<p>We are requesting funds to assist in re-glazing all the exterior storm windows covering the stain glass in the church. As shown in the pictures, the glazing is starting to deteriorate and fall off. Re-glazing is necessary to protect the one hundred five year old stain glass windows.</p>						

Revive Day Spa	Aberdeen		\$45,000.00	\$25,000.00	\$20,000.00	\$ -
<p>Rehabilitation of the 3rd floor space of the historic building at 301 South Main Street, Aberdeen SD is under way. Revive Day Spa is currently hosed in the 1st, 2nd and basement levels. Our intention for the 3rd floor level is to expand and enhance the services we can make available to the public as well to our Revive Day Spa guests. The vision for the 3rd floor of this structure is to provide a multi-functional space in which meeting, educational and entertainment opportunities will be available. In order to accommodate this vision a fully functioning elevator will be necessary, and it is for this reason this grant application is being submitted. The elevator will go from the basement to the 3rd floor and will allow full access to every level of the building.</p>						
South Dakota State Historical Society	Pierre		\$64,205.00	\$39,205.00	\$25,000.00	\$ 15,000.00
<p>The South Dakota State Archives has over 9,000 maps in their holdings. Examples of map collections include highway maps, cemetery maps, quadrangle maps, land survey maps, county maps, city maps, railroad maps, water and irrigation maps, building plans and blueprints, stage coach and wagon route maps, population and enumeration maps, and telephone and utility coverage maps.</p> <p>The maps vary in size from 8 1/2" X 11" to 30" x 50' rolled maps. The earliest maps date from the early 1800's and extend to current. The maps are color and black and white, hand drawn and printed. Many of the maps are on onion skin paper and are fragile and susceptible to damage every time they are moved. With few exceptions, the maps are available to the public in the archives research room. In order to preserve the maps and prevent further loss of information as well as to make the maps more widely available the archives is proposing to digitize a selection of maps from the collection.</p> <p>The grant project proposes to digitize a selection of early Dakota Territory and area maps dating early 1800's to 1922. The maps would be digitized, cataloged, and loaded to the South Dakota Digital Archives where they would be available worldwide. The South Dakota Digital Archives contains 77,683 items from the State Archives including photographic images, government and manuscript collections, land survey records, and the South Dakota Historical Society publication the Wi-lyohi. The South Dakota Digital Archives makes information easily accessible while also preserving the original records by minimizing damage from handling.</p> <p>The staffing for the grant project consists of a scanning technician and a digital technician. the staff will scan and catalog the maps, create searchable metadata, and load the maps into the South Dakota Digital Archives for public viewing online. The staff will select the maps to be digitized and ensure that the maps fit within the scope of the project and can withstand the scanning process without being damaged. This slow and deliberate process ensures the quality of the final product as well as the protection of the original maps being scanned.</p>						

The Pearl Hotel Inc.	Kadoka		\$10,052.00	\$5,025.00	\$5,025.00	\$ -
The Pearl Hotel has received Outside of Deadwood Funds in the past for the restoration of the hotel. The exterior work of the hotel has been completed along with the bathroom and furnace room. Plans are to redo the kitchen to make it functional.						
United Church of Christ, Congregational	Yankton		\$320,226.00	\$295,226.00	\$25,000.00	\$ 4,000.00
The United Church of Christ in Yankton is requesting funds to preserve the stained glass windows in the Church Sanctuary. Because of damage due to their age and previous lack of maintenance these windows are in need of repair.						
Verendrye Museum Association	Fort Pierre		\$41,620.00	\$20,441.00	\$19,143.00	\$ 4,000.00
Log Cabin Visitor Center structure is in need of staining/finishing five of the inside doors, staining three outside log walls/painting trim, fascia, etc. and sealing basement. The Sansarc School Museum repair trim, foundation repairs, repair drainage, install fence, install large school bell. Old Jail repair roof, purchase furnishings, concrete floor and ballards, masonry work, drainage, waterproof windows. Fort Pierre Depot Museum, lift platform, drainage. Marketing Items. Trail Marker Project which is ongoing.						
Whitewood Historic District	Whitewood		\$15,143.00	\$8,255.00	\$7,571.00	\$ 7,500.00
The City of Whitewood is requesting funds to install four street lamps on Meade Street in the historic district of Whitewood. The historic lamps would be placed on the street in front of the five historic buildings located in the historic district. The City of Whitewood will be funding the installation of lights across the street.						
Yankton County Historical Society	Yankton		\$98,980.00	\$73,980.00	\$25,000.00	\$ -
The Yankton County Historical Society is requesting funds to remove the decking off the first floor verandas and replace with new construction. The rebar is falling out below the decking and in some places the decking is only 1.5 inches thick. There is a drainage issue and water sits in puddles which has caused damage. The Dakota Territorial Museum will begin full time operation in this building starting July 2018. The building was constructed in 1879 and was originally the Dakota Hospital for the Insane.						
GRAND TOTAL			\$851,540.00	\$622,798.50	\$220,386.50	\$ 75,000.00

7-2-18
10J

RESOLUTION NO. 2018-20

**RESOLUTION OF INTENT TO
LEASE CITY PROPERTY**

WHEREAS, the City of Deadwood intends to adopt a Resolution to lease city property described as 1902 Soda Fountain ("Fountain"); now therefore

BE IT RESOLVED by the City of Deadwood that the City hereby declares its intent to lease city property for the purpose of _____, for the mutually agreed upon conditions of the Agreement Between The City of Deadwood's Historic Preservation Commission and _____ for the period beginning _____, 2018 and ending _____, 20__; and

BE IT FURTHER RESOLVED Ownership of the Fountain remains with City of Deadwood's Historic Preservation Commission.

BE IT FURTHER RESOLVED The Fountain must be installed in a Historic Structure as defined by City Ordinance.

BE IT FURTHER RESOLVED The Fountain must be located on Main Street between Highway 14A and Pine Street.

BE IT FURTHER RESOLVED The Fountain must be utilized as a working soda fountain.

BE IT FURTHER RESOLVED The Fountain must have a lease agreement for at least 5 years and is renewable for an additional three terms.

BE IT FURTHER RESOLVED The Fountain must be maintained in good working order.

BE IT FURTHER RESOLVED No third parties will be allowed to take security interest in or place any other encumbrances on soda fountain.

BE IT FURTHER RESOLVED 60 day notice will be required for removal by either party.

BE IT FURTHER RESOLVED Deadwood Historic Preservation Office has right to inspect the Fountain with 24 hour notice.

BE IT FURTHER RESOLVED that a hearing shall be held before the Deadwood City Commission on Monday, the 16th day of July, 2018 at 5:00 p.m. or soon thereafter as the matter may be heard at the City Commission Chambers located at 102 Sherman Street, in the City of Deadwood, to consider the lease of real property.

The city finance officer shall give public notice of this hearing at least ten (10) days prior to the public hearing.

Dated this 2nd day of July, 2018.

CITY OF DEADWOOD

ATTEST:

Charles Turbiville, Mayor

Mary Jo Nelson, Finance Officer

1902 Soda Fountain – Use Agreement and Lease update

Projected Time Frame of Meetings and Action Items by City Commission:

July 2, 2018 – Resolution of Intent to Lease City Property (Soda Fountain)

July 2, 2018 – Set Public Hearing for July 16, 2018 for Lease of Public Property

July 16, 2018 – Hold Public Hearing on Lease of Public Property

August 6, 2018 – Approve Lease agreement for Soda Fountain

Items for Resolution of Intent to Lease City Property

- Ownership remains with City of Deadwood's Historic Preservation Commission
 - Must be installed in a Historic Structure as defined by City Ordinance
 - Must be on Main Street between Highway 14A and Pine Street
 - Must utilize Soda Fountain as a working soda fountain
 - Must be a lease agreement for at least 5 years and is renewable for an additional three terms
 - Must maintain soda fountain in good working order
 - Cannot allow any third parties to take security interest in a mortgage or have any other encumbrances on soda fountain
 - 60 day notice to remove by either party
 - Deadwood Historic Preservation Office has right to inspect with 24 hour notice
-

Projected Time Frame of Restoration and Installation:

August 2018 – Meet with Lessor to identify strategy

September 2018 – Finalize restoration of minor items

November 2018 – Installation begins

April 2019 – Soda Fountain Operational



STATE OF SOUTH DAKOTA
DENNIS DAUGAARD, GOVERNOR

7-2-18
11 A

June 19, 2018

Charles Turbiville, Mayor
City of Deadwood
102 Sherman Street
Deadwood, SD 57732

Dear Charles,

I am pleased to inform you Recreational Trails Program funding in the amount of \$60,000 has been approved for the Deadwood Whitewood Creek Trail & Boardwalk Rehabilitation project. This project will undoubtedly provide hours of quality outdoor recreation for area residents and visitors of the City of Deadwood, and I commend you for your efforts.

In the coming days, a project agreement will be developed between the City of Deadwood and the Department of Game, Fish, and Parks. No expense related to this project may be incurred until the project agreement is executed and all clearances are in place.

Your contact in the Department of Game, Fish, and Parks is Randy Kittle. If you have any questions regarding this grant, please feel free to contact him at 605.773.5490, or randy.kittle@state.sd.us.

Again, I want to congratulate you and your staff for making our state a better place in which to live, work, and play.

Sincerely,

A handwritten signature of Dennis Daugaard in cursive script.

Best regards, Chuck!

Dennis Daugaard

DD:rg

7-2-18
11 B

Chuck Turbiville

From: Lee Harstad <lee@deadwood.org>
Sent: Wednesday, June 27, 2018 9:43 AM
To: Chuck Turbiville
Cc: Mary Jo Nelson
Subject: Commission Monday - Lower Main Parking Lot

Please include for the agenda, thanks!

Harley-Davidson Motor Company will utilize a space of 125'x60' in the Lower Main Street Parking lot, adjacent to the Welcome Center, for demo rides August 3-August 12, 2018. Harley-Davidson is coordinating this effort with the Deadwood Chamber of Commerce.

Lee Harstad
Executive Director
Deadwood Chamber of Commerce & Visitor's Bureau
501 Main St * Deadwood, S.D. 57732
lee@deadwood.org * 1-800-999-1876

