CITY OF DEADWOOD 102 SHERMAN STREET AGENDA Regular Meeting

5:00 p.m. March 19, 2018

Public comments are welcomed, but no action can be taken by the Commission on comments received at this meeting. Anyone wishing to have the Commission vote on an item should call the Finance Office at 578-2600 by 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. <u>APPROVE MINUTES OF March 5, 2018 AND BOARD OF EQUALIZATION MINUTES OF March 19, 2018</u>
- 4. APPROVE BILLS
- 5. ITEMS FROM CITIZENS ON AGENDA
 - A. Mike Kitzmiller, Alkali Ike Tours, requesting another vote to rescind fee increase for Mt. Moriah with full Commission.
 - B. Mike Kitzmiller request to move Alkali Ike tour bus off Main Street and park at Welcome Center/Lower Main parking lot

6. CONSENT AGENDA

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

- A. Permission for Mayor to sign contract with Aspen Ridge Lawn and Landscaping for Whitewood Creek Restoration project in the amount of \$26,074.76. (bid awarded February 20, 2018)
- B. Pay City of Lead \$3,515.73 for 50% of Twin City Animal Shelter expenses from 2017
- C. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Robert L. Sjomeling, Mary E. Sjomeling and Christin M. Sjomeling
- D. Permission to hire Riley Lundquist as a full-time Parks Technician at \$17.15 per hr. effective March 26, 2018 and Elizabeth Carbo as a Seasonal Landscaper at \$17.15 per hr. effective April 2, 2018 pending preemployment drug screening.
- E. Permission for Mayor to sign and renew parking lease with SD Commission on Gaming for five parking spots at Miller Lot at total of \$250.00 per month plus tax
- F. Permission to contract with Todd David Fossen Floors to refinish floors in Adams House parlor in an amount not to exceed \$3,000.00 to be paid from HP Capital Assets
- G. Approve expenditure of \$3,019.30 from EB Communications to purchase and install phones and upgrade system for Police Department office upgrade.

- H. Acknowledge receipt of 2017 Police Department Annual Report
- I. Approve Tom Riley and Dale Marlow for Trolley weekend manager positions effective March 20, 2018 at additional \$2.00 per hour per policy manual
- J. Allow Mary Jo Nelson to attend NLC RISC Trustee Conference in Santa Fe, NM from May 8-11, 2018 at no cost to city
- K. Permission for Mayor to sign Addendum to Waste Connections contract to increase cardboard recycling container pickup from once to twice a week, bringing total cost from \$497.50 per month to \$520.00 per month
- L. Accept resignation from trolley driver Richard Brooks effective March 1, 2018.
- M. Pass Resolution 2018-14 To Surplus: Trolley and sell to Aberdeen Elks Lodge, a non-profit agency, at \$5,000.00. (allowable under SDCL 6-5-2), donate 24 bikes to Boys and Girls Club, surplus and destroy other assets.
- N. Acknowledge receipt of 2017 Annual Financial Report and authorize Finance Officer to submit to South Dakota Legislative Audit per SDCL 9-22-21 (document on file in Finance Office)
- O. Approve Finance Office recommendation that current year cash reserves have met policy requirements per Resolution 2017-11.
- P. Approve 2018 allocation of \$2,500.00 to Twin City Clothing from Bed and Booze Fund
- Q. Clarify minutes of February 5, 2018 to show that Alex Hamann retired effective March 2, 2018.
- R. Contract with Gardner Construction to repair damaged knee walls at Broadway Parking Garage in the amount of \$6,400.00. Also approve purchase of 24 flexible road markers to be supplied by city for installation by Gardner not to exceed \$1,000.00. (two quotes received)
- S. Accept letters from Silverado/Franklin and BY Development Inc. to exercise option to extend city slot machine lease agreement for additional three years as allowed by contract.
- T. Permission for Mayor to sign Loan Agreement for Use of City Property and allow loan of Poker Alice Hat and case to Ft. Meade Museum
- U. Contract with Hilt Construction to construct guard rail upgrades near Welcome Center at cost of \$5,900.00 per SD DOT.
- V. Renew software maintenance with ESRI for \$11,000.00 and allow Mayor to sign. Cost will be shared between departments using the software.
- W. Permission for Fire Department to purchase copier from A and B Business at cost of \$7,040.63. (budgeted)
- X. Approve revised contract with Siouxland Heritage Museum to provide pull up panels focusing on history of Wild Bill in the amount of \$6,500.00. Request permission for Mayor to sign contract.

7. BID ITEMS

8. PUBLIC HEARINGS

- A. Hold public hearing for Deadwood Mickelson Trail Marathon: use of Sherman Street Lot June 2 and June 3, use of Lower Main St on June 3 if needed, and use of Event Center parking area on June 3.
- B. Hold public hearing for Beerfest: open container on Friday April 20, and Saturday, April 21, 2018.

C. Hold public hearing for Kool Deadwood Nites activities: street closure August 22 through August 26, open container in Zones 1 and 2 on August 23, 24 and 25 and 26, waiver of banner and vending fees for the following non-profits: Deadwood Chamber and American Legion August 23 through August 26, waiver of vending fee for Napa at Lower Main St. August 23 through August 25, use of Interpretive Lot on August 23 through August 26, use of Lower Main Lot August 23 through August 25, use of Event Complex August 25 and 26.

9. OLD BUSINESS

10. NEW BUSINESS

- A. Act as Board of Adjustment and approve plat at general location of 225 Cliff Street. Planning and Zoning approved request to create new boundary lines and divide property on March 7, 2018. Complete legal description will be entered in minutes.
- B. Approve expenditure of \$10,668.00 and allow Dakota Tree Spraying to spray for mountain pine beetle at St. Ambrose and Mt. Moriah, to be paid from Historic Cemeteries Fund.
- C. Permission to purchase kiosk pay and display meter system from Amano McGann in the amount of \$15,633.00 plus spare bill and coin vaults costing \$675.00, to be paid from Parking and Transportation.
- D. Approve and allow Mayor to sign 2018 Albertson Engineering contract for design of retaining wall replacements or repairs in an amount not to exceed \$70,000.00.
- E. Allow Mayor to sign proposal for services with Tallgrass in the amount of \$21,084.00 for third phase of Whitewood Creek cleanup efforts, to be paid from Parks CIP budget
- F. Permission for the Mayor to submit a proposed amendment to the South Dakota Department of Transportation Lawrence County Speed Rule and attend the SDDOT Public Hearing in Pierre on March 29th to represent the City of Deadwood. Requesting a reduction of the Speed Limit on US Highway 85/14A in Deadwood from 35mph to 25mph.
- G. Utilize NASPRO Value Point contract with State of South Dakota and purchase playground equipment for Gordon Park from Dakota Playground/Landscape Structures at cost of \$126,420.00. (budgeted in Parks CIP).

11. <u>INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS</u> No action can be taken

12. EXECUTIVE SESSION

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

13. ADJOURNMENT

The Regular Session of the Deadwood City Commission convened on Tuesday, February 20, 2018 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Turbiville called the meeting to order with the following members present: Department Heads, and Commissioners David Ruth Jr., Charlie Struble, and Gary Todd. City Attorney Quentin L. Riggins and Commissioner Mark Speirs were absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Todd moved, Ruth seconded to approve the minutes of February 20, 2018. Roll Call: Aye-All. Motion carried.

FEBRUARY, 2018 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$18,865.74; PUBLIC BUILDINGS, \$6,614.02; POLICE, \$63,318.13; FIRE, \$5,620.48; BUILDING INSPECTION, \$3,999.76; STREETS, \$32,023.51; PARKS, \$20,934.42; PLANNING & ZONING, \$5,059.44; LIBRARY, \$6,730.59; RECREATION CENTER, \$13,864.75; HISTORIC PRESERVATION, \$16,534.00; WATER, \$16,149.87; PARKING METER, \$8,972.92; TROLLEY, \$15,781.92; PARKING RAMP, \$3,624.18. PAYROLL TOTAL: \$240,824.49

FEBRUARY, 2018 PAYROLL PAYMENTS:

Internal Revenue Service, \$57,168.78; S.D. Retirement System, \$27,395.94; Delta Dental, \$4,112.40.

APPROVAL OF DISBURSEMENTS

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

A & B BUSINESS SOLUTIONS	SERVICE	360.30
A & B WELDING	SUPPLIES	39.00
ACE HARDWARE	SUPPLIES	42.48
ADORAMA	SUPPLIES	420.80
ARBOR DAY FOUNDATION	RENEWAL	15.00
AVI SYSTEMS	REPAIR	130.93
BH CHEMICAL	SUPPLIES	1,313.21
BH ENERGY	SERVICE	34,447.54
BH PIONEER	SUBSCRIPTION	108.45
BH SKI TEAM	REFUND	600.00
BH SPECIAL SERVICES	CLEANING	1,365.00
BH TITLE COMPANY	REPORT	150.00
CENTRAL PARTS WAREHOUSE	SUPPLIES	138.87
CHEMSEARCH	SUPPLIES	178.19
CONVERGINT TECHNOLOGIES	REPAIR	734.69 94.44
DB MARKETING	GUN BOX	231,521.57
DEADWOOD CHAMBER DEADWOOD ELECTRIC	BILL LIST SERVICE	2,884.60
EAGLE ENTERPRISES	SUPPLIES	299.76
EMERY-PRATT	BOOKS	130.78
FASTENAL	SUPPLIES	95.76
FELD FIRE	WESTCODYNE	39.00
FIRST INTERSTATE BANK	TIF PAYMENT	6,484.60
FIRST NATIONAL CREDIT CARD	SUPPLIES	2,966.23
FREEMAN'S ELECTRIC	SERVICE	102.04
FULL RESTORATION	SERVICE	4,000.01
GENERAL TRAFFIC CONTROLS	SERVICE	1,690.00
GLAMOUR	SUBSCRIPTION	30.00
GOLDEN WEST	TABLET	533.29
GRACE LUTHERAN CHURCH	GRANT	3,966.26
GREAT WESTERN TIRE	SERVICE	90.00
HAWKINS	SUPPLIES	1,019.15
IDVILLE	REELS	75.89
INTERSTATE ENGINEERING	PROJECT	7,479.77
J. PATTERSON PARK	ITEMS	347.00
JACOBS WELDING	SERVICE	36.00
KNIGHT SECURITY	REPAIR	350.00
KONE	MAINTENANCE	306.65
KUCHENBECKER, KEVIN	REIMBURSMENT	397.10
MASONIC CENTER ASSOCIATION	GRANT	25,493.87
METERING & TECHNOLOGY MIDWEST TAPE	SUPPLIES DVDS	98.25 232.90
MINING HISTORY ASSOCIATION	SUPPORT	1,500.00
MDU	SERVICE	13,165.62
MUTUAL OF OMAHA	INSURANCE	240.70
NATIONAL BUSINESS FURNITURE	WORKSTATIONS	8,907.54
NETWORK SERVICES	SUPPLIES	523.71
OLSON, JAMES RICHARD	REIMBURSEMENT	32.15
OWENS INTERSTATE SALES	SWITCH	23.94
PAPOUSEK, SONYA	REIMBUSEMENT	262.33
PASSPORT PARKING	METERS	60.25
PETTY CASH	FINANCE	113.14
PETTY CASH	НР	96.43
QUICK TROPHY	PLATE	55.83
QUIK SIGNS	SIGNAGE	130.61
R.S. HUGHES	SUPPLIES	411.42
RUSSELL, JERAMY	REIMBURSMENT	12.25
S AND C CLEANERS	CLEANING	1,740.00
SCHMITZ, JOE	REIMBURSEMENT	309.00

SD ASSN. OF CODE ENFORCEME	SEMINAR	50.00
SD BUILDING OFFICIALS	SEMINAR	75.00
SD DEPT. OF MOTOR VEHICLES	TITLE	62.40
SD POLICE CHIEFS' ASSOCIA	REGISTRATION	170.00
SD PUBLIC HEALTH LAB	TESTING	60.00
SD STATE HISTORICAL	SPONSORSHIP	1,000.00
SERVALL	SUPPLIES	1,202.11
SOUTHSIDE OIL	GAS	25,139.30
STREICHER'S	GRAPHICS	376.96
STRETCH'S	SERVICE	754.34
STURGIS AUTO PARTS	SWITCHES	109.32
SUMMIT SIGNS	SIGNAGE	175.00
TEEN COURT	ALLOCATION	8,500.00
THE LORD'S CUPBOARD	RECYCLING	74.20
TITAN MACHINERY	SERVICE	6,647.56
TOMS, DON	PROJECT	500.00
TWILIGHT	SUPPLIES	498.91
TWIN CITY HARDWARE	SUPPLIES	5,883.81
TYLER TECHNOLOGIES	SERVICE	796.45
UMENTHUM, KEITH	WINDOWS	600.00
US POSTAL SERVICE	SERVICE	225.00
VAN MAANEN, NATHAN	REFUND	30.00
VAST	SERVICE	3,265.26
VERIZON	SERVICE	224.09
WARREN WINDOW	PROJECT	17,006.58
WELLMARK	INSURANCE	45,079.74
WL CONSTRUCTION SUPPLY	SUPPLIES	289.97
ZEP SALES	SUPPLIES	169.81
MEE ORIED	2011112	109.01

TOTAL \$477,360.11

ITEMS FROM CITIZENS ON AGENDA

Mt. Moriah

Mike Kitzmiller and Ron Pray asked the Commissioner to rescind previous motion made on February 1, 2016 to increase Mt. Moriah tour bus fee from \$1.00 to \$2.00 effective in 2018 and leave rates unchanged. After discussion, Struble moved, Todd seconded to increase to \$1.50 instead of \$2.00. Roll Call: Aye-Struble, Todd. Nay-Ruth, Turbiville. Motion died for lack of majority.

CONSENT

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

A. Approve Resolution 2018-11 to Add Bike Rally to 2018 City Special Events

RESOLUTION 2018-11

A RESOLUTION ADDING DESIGNATED SPECIAL EVENT RECOGNIZED BY THE CITY OF DEADWOOD FOR PURPOSES OF ORDINANCES 15.32.100 AND 15.32.140 **BE IT RESOLVED** by the Deadwood City Commission that the following event is hereby recognized for the year 2018 as "special or civic event" for purposes of Ordinances 15.32.100 and 15.32.140:

Special or Civic Event:

Date(s) of Event: August 6-11, 2018

1. Sturgis Bike Rally

Dated this 5th day of March, 2018

ATTEST:

CITY OF DEADWOOD

/s/ Mary Jo Nelson, Finance Officer /s/ Charles Turbiville, Mayor

B. Approve Resolution 2018-12 to Participate in South Dakota Department of Transportation Bridge Inspection Program

RESOLUTION 2018-12 BRIDGE REINSPECTION PROGRAM RESOLUTION FOR USE WITH SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION RETAINER **CONTRACTS**

WHEREAS, Title 23, Section 151, United States Code and Title 23, Part 650, Subpart C, Code of Federal Regulations, requires initial inspection of all bridges and reinspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected at intervals not to exceed four years.

THEREFORE, the *City of Deadwood* is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds.

The City requests SDDOT to hire *Interstate Engineering*, *Inc.* (Consulting Engineers) for the inspection work. SDDOT will secure Federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the City for 20% of the cost. The City will be responsible for the required 20% matching funds.

Dated this 5th day of March, 2018

ATTEST: CITY OF DEADWOOD
/s/ Mary Jo Nelson, Finance Officer /s/ Charles Turbiville, Mayor

- C. Approve revised Parking Agreement with Lead-Deadwood School District which allows school to utilize 50 spaces
- D. Permission to purchase the following: 5500 gallons of diesel fuel at \$2.45 per gallon and 5500 gallons of gas at \$2.15 per gallon from Southside Oil
- E. Approve Resolution 2018-13 to Surplus Asset

RESOLUTION NO. 2018-13 TO DECLARE THE FOLLOWING SURPLUS PROPERTY

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approved the following be declared surplus and donated to retiree.

Sig Sauer P226 Pistol – 47A190712

Dated this 5th day of March, 2018

ATTEST: CITY OF DEADWOOD
/s/ Mary Jo Nelson, Finance Officer /s/ Charles Turbiville, Mayor

- F. Set Local Review Board Meeting for March 19, 2018 at 9:00 a.m. and request permission to publish notice in official newspaper
- G. Permission to increase wage of Lifeguard Hailey Trewhella from \$10.28 hr. to \$10.56 hr. effective March 13, 2018 after two years of service
- H. Allow payment of \$3,150.00 to CMI for Justice annual license and maintenance from March 2018 to February 2019 from Police Department (budgeted item)
- I. Allow emergency payment to be made to Titan Machinery for snow loader repair part at cost of \$4,741.08
- J. Allow use of public property at the Event Complex on September 20 through September 23 for Black Hills Jeep Jamboree. Fees and deposit have been received.
- K. Permission for John Tridle to organize Annual Easter Egg Hunt at Deadwood Rec Center on March 31. \$500.00 will be spend from Bed and Booze Fund, with \$500.00 matching contribution from the Deadwood Elks Lodge
- L. Approve proposal and allow expenditure of \$4,250.00 from Historic Preservation and Building Inspection budgets for IWorkQ, and annual maintenance of \$2,500.00 annually. Software will replace Tyler Technology Building Inspection module currently in use.
- M. Permission to spend up to \$8,500.00 for Rec Center repairs and maintenance to be done the week of March 19th. To include paint and plaster repair; caulking of pool deck, slide and locker rooms; and pool plaster repair. To be paid from Public Buildings and HP Capital Assets. These are budgeted items.
- N. Permission for Mayor to renew and sign Adaptive Swim Class Contract with Lead-Deadwood School District for Rec Center pool use at fee of \$2,340.00 for 117 hours at \$20.00 per hour from March 5, 2018 to March 22, 2019.
- O. Permission for Mayor to renew and sign Contract with Lead-Deadwood School District for use of Rec Center swimming pool for elementary school at cost of \$1,500.00 from April 3, 2018 to May 18, 2018.
- P. Permission to hire Anna Campbell as a lifeguard at \$10.01 per hr. effective March 6, 2018 pending pre-employment drug screening.
- Q. Permission for Mayor to sign agreement with Deadwood History Inc. for use of city owned property
- R. Removed for separate consideration in new business
- S. Permission for Mayor to sign agreement with Berberich Design to provide professional design and consulting services for Pine Street Archway Project (approved February 20, 2018)

BID ITEMS

Struble moved, Todd seconded to set bid opening at 9:00 a.m. on March 27 for Pavilion Structure Demolition and Parking Lot Construction, with results to City Commission on April 2, 2018. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Ruth moved, Struble seconded to set public hearing on March 19 for Deadwood Mickelson Trail Marathon. Roll Call: Aye-All. Motion carried.

Todd moved, Ruth seconded to set public hearing on March 19 for Craft Beerfest. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to set public hearing on March 19 for Kool Deadwood Nites. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Approval

Historic Preservation Officer Kuchenbecker explained Historic Preservation Commission denied the request to clear a 16-foot wide path behind First Gold building and remove approximately 10,400 cubic yards of material from the hillside. He also stated the Commission suggested First Gold bring in a third party engineer to do a means and methods for alternative solutions. Commissioner Todd questioned why the city is responsible for half the cost. After discussion, Ruth moved, Struble seconded to approve paying half of the engineering fees to perform a means and methods solution for the First Gold hillside excavation project not to exceed \$3,500.00 contingent upon First Gold's participation, to be paid from Historic preservation professional service line item. Roll Call: Aye-Ruth, Struble, Turbiville. Nay-Todd. Motion carried.

Donation

Todd moved, Ruth seconded to accept and thank B.Y. Development, dba Cadillac Jack's for the \$50,000.00 donation for Event Center parking improvements and direct Finance Officer to designate cash for the purpose. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- No action approves Raffle Permit received from South Dakota Motocross Association. Ticket sales will be from March-October, 2018. Price value is \$9,000.00.
- Rec Center will be close for cleaning from March 18 March 23, 2018.

Published once at the total approximate cost of

Mayor Turbiville requested Executive Session for personnel matters per SDCL 1-25-2(1) with possible action.

ADJOURNMENT

Struble moved, Ruth seconded to adjourn the regular session at 5:33 p.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, March 19, 2018.

After coming out of executive session at 5:45 p.m.,	Todd moved, Struble seconded to adjourn.
ATTEST:	DATE:
Mary Jo Nelson, Finance Officer	BY: Charles M Turbiville, Mayor

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 04286 COMBINED - 3/20/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP DEPARTMENT: N/A NON-DEPARTMENTAL

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-3309	THE LORD'S						
		I-030618	101-3000-699	MISC REVENUE	RECYCLING PROCEEDS	000000	50.75
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	50.75
01-0418	BLACK HILL	S PIONEER					
		I-790	101-4111-423	PUBLISHING	MINUTES - 1/16/18	000000	124.28
		1-833-2018	101-4111-423	PUBLISHING	NOH - WILD BILL DAYS	000000	30.03
		I-834	101-4111-423	PUBLISHING	NOH - 3 WHEELER RALLY	000000	17.09
		I-835-2018	101-4111-423	PUBLISHING	NOH - FORKS, CORKS, KEGS	000000	17.56
		1-836-2018	101-4111-423	PUBLISHING	NOH - TRSF BEV LIC/FIB TO BE	ST 000000	14.78
		I-837-2018	101-4111-423	PUBLISHING	NOH - TRSF BEV LIC/BRI TO FI	В 000000	14.32
		I-869-2016	101-4111-423	PUBLISHING	MINUTES - 2/22/18	000000	210.67
01-1331	SD MUNICIP	AL LEAGUE					
		I-031218	101-4111-427	TRAVEL	REGISTRATION - DIST.MTG CO	000000 MM	135.00
				DEPARTMENT :	111 COMMISSION	TOTAL:	563.73
01-2394	GUNDERSON,	PALMER, NELS					
		I-83049	101-4141-422	PROFESSIONAL	LEGAL SERVICES - BID 8	000000	390.00
		I-83049	101-4141-422	PROFESSIONAL	LEGAL SERVICES	000000	1,244.25
				DEPARTMENT	141 ATTORNEY	TOTAL:	1,634.25
01-1331	SD MUNICIP	AL LEAGUE					
01 1331		I-031218	101-4142-427	TRAVEL	REGISTRATION - DIST.MTG F	IN. 000000	108.00
01-2189	BLACK HILL	S AREA FINANC					
		I-031218	101-4142-422	PROFESSIONAL	2018 DUES	000000	10.00
01-3135	A - Z SHRE	DDING, INC.					
		I-5690030618	101-4142-422	PROFESSIONAL	SHREDDING - FINANCE	000000	56.20
					142 FINANCE	TOTAL:	174.20
01-0223	COCA COLA	BOTTLING HIGH					
		I-2455366	101-4192-426	SUPPLIES	COFFEE-CREAMER/PUBLIC BLDGS	000000	571.00
		I-2484298	101-4192-426	SUPPLIES	COFFEE/PUBLIC BLDGS	000000	444.00
01-0479	EPCO ENVIR	CONMENTAL PROD					
		I-62450	101-4192-426	SUPPLIES	VARIOUS PLEATED AIR FILTERS,	/PB 000000	507.47
01-0547	M&M SANITA	TION					
		I-35546	101-4192-422-05	PROFESSIONAL	MONTHLY TOILET RENTAL/COLD	STG 000000	110.00

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET: 04286 COMBINED - 3/20/18

VENDOR SET: 01

FUND

: 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE:

CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1046		& APPLIANCE,				
		I-111789808	101-4192-433-04	IMPROVEMENTS- UHD ACTIVE HDR-TILT MOUNT/CITY	000000	998.99
01-1098	HILLYARD/S	IOUX FALLS				
		I-602895854	101-4192-426-21	SUPPLIES - WE ARSENAL ROBUSTO-REJUVNAL/WELC	000000	120.68
01-1230	INTERSTATE	ALL BATTERY				
		I-1901002010414	101-4192-425-13	REPAIRS - REC (2) 12V 18AH SLA NB/REC CENTER	000000	94.00
01-1331	SD MUNICIP	AL LEAGUE		•		
		I-031218	101-4192-422	PROFESSIONAL REGISTRATION - DIST.MTG P&Z	000000	27.00
01-1380	WASTE CONN	ECTIONS, INC.				
		I-12323551	101-4192-426-11	SUPPLIES - PA FEB DUMPSTER PICKUP/PARKS	000000	432.04
		I-12324745	101-4192-426-20	SUPPLIES - RE FEB RECYCLING DUMPSTERS/PB	000000	497.50
01-1502	BLACK HILL	S CHEMICAL				
		I-130440	101-4192-425-07	REPAIRS - FIR JANITOR CART/FIRE HALL	000000	147.00
		I-131481	101-4192-426	SUPPLIES ICE MELT-TP-GRBG BGS-GL CLNR/F	000000	333.63
01-1540	L&L INSULA	TION, INC.				
		I-33109	101-4192-425-12	REPAIRS - PAV ASBESTOS ABATEMENT/ARMORY	000000	12,810.00
01-1653	STURDEVANT	'S AUTO PARTS				
		I-32-733518	101-4192-426-13	SUPPLIES - RE HI-POWER II V-BELT/REC CENTER	000000	122.14
01-2177	PITNEY BOW	ES				
		I-3305608060	101-4192-426	SUPPLIES QTRLY LEASE - JAN-MAR'18	000000	250.05
01-3151	KONE INC.					
		I-949854619	101-4192-422-17	PROFESSIONAL- FEB ELEVATOR MAINT/76 MUSEUM	000000	155.80
01-3342	RASMUSSEN	MECHANICAL SE		•		
		I-JC7069	101-4192-433-04	IMPROVEMENTS- INSTALL 2T HEAT PUMP/CITY	000000	5,861.00
		I-SRV054038	101-4192-425-09	REPAIRS - HAR GAS VALVE REPAIR/HARCC	000000	944.23
01-3895	AFFORDABLY	CREATIVE ENG				
		I-97	101-4192-422-12	PROFESSIONAL- PAVILION DEMOLITION 2/13-3/13	000000	6,300.00
01-3937	GLOBAL EQU	IPMENT COMPAN				
		I-112264353	101-4192-426-14	SUPPLIES - ST STOOL-PROTEX THRU THE DOOR/PB	000000	237.90
01-3977	ACE HARDWA	RE OF LEAD				
		I-007638	101-4192-425-13	REPAIRS - REC FUSE TIME DEALY 20A/REC CENT	000000	12.99
01-4057	VIEHAUSER	ENTERPRISES,				
		I-16384	101-4192-425-04	REPAIRS - CIT ELECT STRIKE SURF MOUNT/CITY	000000	479.98
		I-16389	101-4192-433-04	IMPROVEMENTS- SRVC CALL-SAFE COMBO CHG/CITY	000000	145.00
				DEPARTMENT 192 PUBLIC BUILDINGS T	OTAL:	31,602.40

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

PACKET: 04286 COMBINED - 3/20/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 193 COMPUTER SERVICE

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST		=======================================				.=======
	•	I-330218	101-4193-422	PROFESSIONAL	EMAIL SECURITY, BACKUP	000000	720.00
						TOTAL:	720.00
01-0107	CUSTOM MICRO	I-11311	101-4210-422	DEOUTSSTONAL	JUSTICE RMS ANNUAL LICNS-POLI	C 000000	3,150.00
		1-11311	101-4210 422	PROPEDSTONAL	SUBTICE WIE ANNUAL LICHE TOET	c 000000	3,130.00
01-0418	BLACK HILLS	PIONEER					
		I-12953	101-4210-423	PUBLISHING	AD FOR PATROL OFFICER - POLIC	E 000000	108.00
01-0467	CULLIGAN OF	THE BLACK H					
		I-0004718	101-4210-424	RENTALS	BOTTLED WATER, CUPS - POLICE		31.00
		I-0004843	101-4210-424	RENTALS	COOLER RENT - MARCH / POLICE	000000	15.00
01-0510	GOLDEN WEST	TECHNOLOGIE					
VI 0010		1-330152	101-4210-422	PROFESSIONAL	COMPUTER SERVICES - POLICE	000000	53.13
01-0582	SD DEPT. OF	MOTOR VEHIC					
		I-030718	101-4210-426	SUPPLIES	LICENSE PLATE STICKERS-POLICE	000000	6.20
01-0970	FULLER, KELI	LY					
		I-030218	101-4210-427	TRAVEL	REIMBS.FOR FUEL - POLICE	000000	24.59
01-1424	SOUTHSIDE SI	ERVICE					
01 3101		I-47802	101-4210-425	REPAIRS	BULBS - INSTALLED / POLICE	000000	10.00
		I-47881	101-4210-425	REPAIRS	SVC.ENGINE,OIL,FILTER,COOLANT		99.65
01-4195	MARCO						
		I-22269420	101-4210-424	RENTALS	COPIER CONTRACT - POLICE	000000	365.22
01-4299	BALCO UNIFO	RM CO, INC I-48894	101-4210-426	CUDMI TEC	UNIFORM WTRPRF BOOTS/POLICE	00000	100 74
		1-40074	101-4210-426	SUPPLIES	UNIFORM WIRPRF BOOTS/POLICE	000000	180.74
				DEPARTMENT 2	10 POLICE	TOTAL:	4,043.53
01-0547	M&M SANITAT		202 4002 400		MONTHLY TOTAL TO THE TOTAL AND THE		
		I-35547	101-4221-422	PROFESSIONAL	MONTHLY TOILET RENTAL/FIREWIS	F 000000	110.00
01-1653	STURDEVANT'S	S AUTO PARTS					
		I-32-732635	101-4221-426	SUPPLIES	12 ~ SYN5W30 - FIRE DEP	т 000000	80.64
		I-32-732667	101-4221-425	REPAIRS	AIR FILTER - FIRE DEPT	000000	12.32
		I-32-733190	101-4221-425	REPAIRS	HOSE FITTINGS - FIRE DEPT	000000	3.95
01-1757	HAWKI, KEN						
		I-022818	101-4221-434	MACHINERY/EQU	REIMBSSHREDDER, FRY PAN/FIRE	000000	135.21

REGULAR DEPARTMENT PAYMENT REGISTER

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04286 COMBINED - 3/20/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BUDGET TO USE:

CB-CURRENT BUDGET

VENDOR NAME G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT ITEM # 01-2473 SD DEPT OF CORRECTIONS I-C18D8374 101-4221-422 PROFESSIONAL FIRE SUPPRESSION/FIREWISE 000000 6.768.74 PROFESSIONAL FIRE SUPPRESSION/FIREWISE I-C18D8380 101-4221-422 000000 703.80 01-3056 NORTHERN HILLS TECHNOLO PROFESSIONAL ONLINE BACKUP SVC. - FIRE DEPT 000000 32.50 I-9661642 101-4221-422 01-3170 MED-TECH RESOURCE LLC SUPPLIES BP CUFFS, STETHOSCOPES, GLOVES 000000 57.09 I-85845 101-4221-426 PAGER BATTERIES - FIRE DEPT 000000 T-85850 101-4221-426 SUPPLIES 116.43 DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL. 8 020 68 01-1899 CODE WORKS I-2036 101-4232-422 PROFESSIONAL TRU HOTEL INSPECT 2-20-18/BI 000000 291.68 DEPARTMENT 232 BUILDING INSPECTION TOTAL: 291.68 01-0467 CULLIGAN OF THE BLACK H T-4719 101-4310-426 SUPPLIES (2) 5 GAL BOTTLE WATER/STREETS 000000 13.00 I-4804 101-4310-426 SUPPLIES (2) GAL BOTTLED WATER/STREETS 000000 13.00 01-0561 SD ONE CALL I-SD18-0305 101-4310-422 PROFESSIONAL FEB 2018 MSGS-FAXES/STREETS 000000 15.68 01-1288 ACE INDUSTRIAL SUPPLY, T-1685813 101-4310-426 SUPPLIES ASST MARKING FLAGS-TAPE-SPRY/S 000000 1,378.10 I-1687070 101-4310-426 SUPPLIES TARPS-STRAPS-DISP RAINSUITS/ST 000000 265.28 I-1687077 101-4310-426 SUPPLIES HYDRAULIC MAINTENANCE KIT/STR 000000 737.90 01-1348 EDDIE'S TRUCK CENTER, I I-X201044960:01 101-4310-425 REPAIRS DRAGLINK-STRG/STREETS 000000 248.84 01-1374 BUTLER MACHINERY COMPAN I-06PS0525574 101-4310-425 REPAIRS STRIP/STREETS 000000 402.93 01-1406 STRETCH'S GLASS & CUSTO I-I027319 101-4310-434 MACHINERY/EQU WARN WINCH PULZ/STREETS 000000 499.99 01-1493 SANITATION PRODUCTS, IN I-62930 101-4310-426 SUPPLIES POLY SPINNER DISC/STREETS 000000 320 22 01-1515 RAPID DELIVERY I-364377 101-4310-426 SUPPLIES DELIVERY FR EDDIE'S TRUCK/STRT 000000 14.09 I-367361 101-4310-426 SUPPLIES DELIVERY FR TITAN MACHINE/STRT 000000 15.24 01-1653 STURDEVANT'S AUTO PARTS

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PACKET: 04286 COMBINED - 3/20/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

01-0467 CULLIGAN OF THE BLACK H

DEPARTMENT: 310 STREETS

BUDGET TO USE:

CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT 01-1653 STURDEVANT'S AUTO PARTS continued C-32-732969 101-4310-425 REPAIRS CORE RETURN/STREETS 000000 35.00-I-32-732264 101-4310-426 SUPPLIES DIALECTRIC TUNE UP/STREETS 000000 3.64 I-32-732293 101-4310-425 REPAIRS THERMOSTAT/STREETS 000000 7.42 WINTER BLADES/STREETS 12.56 101-4310-426 SUPPLIES 000000 I-32-732303 I-32-732417 101-4310-426 SUPPLIES AUTO NOZZLE-ICE BLADES/STREETS 000000 136.69 I-32-732597 101-4310-425 REPAIRS ABSORBER-STRG LNKG/STREETS 000000 30.68 I-32-732603 101-4310-426 SUPPLIES ICE WINTER BLADES/STREETS 000000 10.85 I-32-732670 101-4310-426 SUPPLIES FILTER/STREETS 000000 51.52 MAG 1 AW R&O ISO 3/STREETS 000000 69.98 I-32-732677 101-4310-425 REPAIRS I-32-732750 101-4310-425 REPAIRS LED STOP & TAIL-CLEAR LIGHT/ST 000000 48.32 I-32-732948 101-4310-425 REPAIRS PUMP ASM-CORE/STREETS 000000 136.26 I-32-732994 101-4310-425 REPAIRS GEAR KIT-PITMAN ARM-FLUID/STS 000000 403.80 I-32-733193 101-4310-425 REPAIRS FITTING-SPECIAL ORDER/STREETS 000000 9.09 REPAIRS 12 FJ-CAP/STREET 5.02 I-32-733218 101-4310-425 000000 101-4310-426 SUPPLIES (5) PRONTO SYN 75W90/STREETS I-32-733364 000000 37.09 I-32-733382 101-4310-425 REPAIRS WEST COAST-RND W/SWIVEL/STREET 000000 24.39 I-32-733383 101-4310-425 REPAIRS HEX BIT-HEX SOCKET/STREETS 000000 10.84 I-32-733624 101-4310-426 SUPPLIES MECH FASTFIT GLOVES/STREETS 000000 59.95 PRONTO WW GAL-STNDRD CAPS/STRS 000000 I-32-733658 101-4310-425 REPAIRS 25.03 REGIONAL HEALTH 01-3346 I-700000832-C 101-4310-422 PROFESSIONAL TESTING 000000 54.00 01-3475 TITAN MACHINERY I-10534896 GP 101-4310-425 REPAIRS SHFT FEEDER-RING-BEARING INS/S 000000 1.698.01 01-3977 ACE HARDWARE OF LEAD T-007579 101-4310-426 SUPPLIES DRAIN CLEANER-FUNNEL/STREETS 000000 24.97 01-4266 DMC WEAR PARTS LLC I-1438 101-4310-425 REPAIRS NEW GRADER BLADE/STREETS 000000 1,089.60 DEPARTMENT 310 STREETS TOTAL: 7,838.98 01-1380 WASTE CONNECTIONS, INC. I-12323658 101-4320-422 PROFESSIONAL FEB GARBAGE SRVC RESIDENTS 000000 6.664.05 DEPARTMENT 320 SANITATION TOTAL: 6,664.05 01-0382 ARLETH LAND SURVEYING L I-1801 101-4370-422 PROFESSIONAL 8351-OAKRIDGE CEMETERY 000000 420.00 DEPARTMENT 370 OAKRIDGE CEMETERY TOTAL: 420,00

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PACKET: 04286 COMBINED - 3/20/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME		G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
		3 = = = = = = = = = = = = = = = = = = =	: 5= = = = = = = = = = = = = = = = = = =	=======================================			
01-0467	CULLIGAN OF	THE BLACK H continu	ied				
		I-4805	101-4520-426	SUPPLIES	(2) 5 GAL BOTTLE WATER/PARKS	000000	13.00
		I-4842	101-4520-426	SUPPLIES	MARCH COOLER RENTAL/PARKS	000000	15.00
01-0583	OWENS INTERS	STATE SALES					
			101-4520-426	SUPPLIES	(24) SEAFOAM/PARKS	000000	167.52
01-0653	FASTENAL CON						
		I-SDSPE99374	101-4520-426	SUPPLIES	ASST BATTERIES-DRILL BIT/PARK		196.66
		I-SDSPE99464	101-4520-426	SUPPLIES	WIPE PKG 56/PARKS	000000	54.46
01-0677	LAWSON PRODU	UCTS, INC.					
		I-9305623369	101-4520-426	SUPPLIES	(12) PENETRATING CATALYST/PAR	K 000000	72.18
01-1500	A & B WELDII						
		I-RENEW CAQ104	101-4520-426	SUPPLIES	RENEW 5 YR CYL CO2-ARGON/PRKS	000000	25.00
01-1502	BLACK HILLS	CHEMICAL					
		I-131481	101-4520-426	SUPPLIES	ICE MELT-TP-GRBG BGS-GL CLNR/	P 000000	333.63
01-3974	HI-VIZ SAFE	TY WEAR, LLC					
		I-84667	101-4520-426	SUPPLIES	HIVIZ TSHIRT LNG-SHRT-HOOD/PR	000000	848.28
01-4317	VIGILANT BUS	SINESS SOLUT					
		I-1813	101-4520-422	PROFESSIONAL	SCREENING	000000	105.00
				DEPARTMENT S	520 PARKS	TOTAL:	1,830.73
01-0382	ARLETH LAND	SURVEYING I.					
02 0302		I-1796	101-4640-422	PROFESSIONAL	9756-LOT 3, BLK21 OT DWD MARK	000000	450.00
01-1331	SD MUNICIPAL	L LEAGUE					
		I-031218	101-4640-427	TRAVEL	REGISTRATION - DIST.MTG P&Z	000000	27.00
				DEPARTMENT (640 PLANNING AND ZONING	TOTAL:	477.00
				FUND :	101 GENERAL FUND	TOTAL:	64,331.98

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04286 COMBINED - 3/20/18

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	TRUOMA
01-0223	COCA COLA BO						
		I-2472293	209-4510-426	SUPPLIES	(2) 7 OZ CADDIE PACK CUPS/REC	000000	40.00
01-0418	BLACK HILLS	PIONEER					
		I-02-28-18 ADVERTISE	209-4510-423	PUBLISHING	LIFEGUARD AD-COMM SPONSOR/REC	000000	344.50
01-2309	COMPUTER SUP	PORT SERVIC					
		I-2018-34	209-4510-425	REPAIRS	RUN WIRELESS ACCESS POINT/REC	000000	376.99
01-3151	KONE INC.						
		I-949854618	209-4510-422	PROFESSIONAL	FEB ELEVATOR MAINT/REC, RAMP	000000	149.80
01-3618	KDSJ 980 AM	RADIO					
		I-18-02-038	209-4510-423	PUBLISHING	AD SPOTS STATE WRESTLING/REC	000000	430.00
01-3648	NETWORK SERV	ICES COMPAN					
		I-459167-0	209-4510-426	SUPPLIES	HARDWOUND TOWEL-GRBG BAGS/REC	000000	143.60
		I-459168-0	209-4510-426	SUPPLIES	LINER-TISSUE-VINYL GLV/REC CE	n 000000	105.04
01-3964	CONVERGINT T	ECHNOLOGIES					
		I-W553469	209-4510-425	REPAIRS	REPAIR PRINTER ISSUES/REC CEN	T 000000	63.78
01-3991	MIDCONTINENT	TESTING LA					
		I-94202	209-4510-422	PROFESSIONAL	COLIFORM TESTING 2-12-18/REC	000000	20.50
01-4318	GOFIT, LLC						
		I-G335050	209-4510-426	SUPPLIES	VARIOUS SIZE SUPER BANDS/REC	000000	164.95
				DEPARTMENT 5	10 REC CENTER	TOTAL:	1,839.16
				FUND 2	809 BED & BOOZE FUND	TOTAL:	1,839.16

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04286 COMBINED - 3/20/18

VENDOR SET: 01

FUND

: 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR TTEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT 01-3227 FOUR WINDS INTERACTIVE, I-SIN156166 215-4572-235 VISITOR MGMT 2018 ANNUAL MAINTENANCE 000000 1,536.42 DEPARTMENT 572 HP VISITOR MGMT AND INFORTOTAL: 1.536.42 01-2014 TOMS, DON 215-4573-335 I-JI, BK 1 & 2 HIST, INTERP, JUSTICE LEDGER BK 1 & 2 000000 500.00 01-3524 SD ARCHAEOLOGICAL RESEA I-18-327 215-4573-335 HIST. INTERP. PREP-53 TAYLOR RETAINING WALL 000000 2.686.44 01-4282 RUSHMORE CHINESE SCHOOL I-1803002 215-4573-335 HIST. INTERP. TRANSLATE CHINESE BURNER VIDEO 000000 150.00 DEPARTMENT 573 HP HISTORIC INTERPRETATIOTOTAL: 3.336.44 01-0510 GOLDEN WEST TECHNOLOGIE I-330218 215-4576-600 PROFES. SERV. EMAIL SECURITY, BACKUP 000000 215.00 01-2394 GUNDERSON, PALMER, NELS I-83049 215-4576-620 PROFES. SERV. LEGAL SERVICES 000000 2,010.00 DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL: 2,225.00 01-0841 TSP, INC. 215-4577-710 I-0053317 CAPITAL ASSET REC CENTER BATHROOM ADDITION 000000 2.200.00 01-1333 DEADWOOD ELECTRIC I-21638 215-4577-730 CAPITAL ASSET NEW EXHIBIT TRACK LIGHT- AM 000000 603.20 01-3342 RASMUSSEN MECHANICAL SE I-SRV054027 215-4577-725 CAPITAL ASSET STEAM HUMIDIFIER - ADAMS HOUSE 000000 4,375.00 DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL: 7,178,20 01-3314 CENTURY BUSINESS PRODUC I-414985 215-4641-428 UTILITIES CONTRACT FOR 2/9/18 - 3/8/18 000000 393.33 01-3373 AMAZON WEB SERVICES I-126521552 215-4641-428 UTILITIES WEB SERVICE 2/1/18 - 2/28/18 000000 165.43 DEPARTMENT 641 OFFICE HIST, PRES. TOTAL: 558.76

FUND

215 HISTORIC PRESERVATION

TOTAL:

14,834.82

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04286 COMBINED - 3/20/18

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
========		=======================================	=======================================			
01-1496	LAWRENCE CO.	REGISTER O				
		I-11114	216-4653-960	CLOSING CO SATISFACTION OF MRTG JOHNST	000000 NG	30.00
01-2857	NEIGHBORHOOD	HOUSING SE				
		I-2018-2	216-4653-422	PROFESSIONAL SERVICING CONTRACT - INTERIN	000000	3,622.50
01-3552	COMPETITIVE	MASONRY				
		I-844957	216-4653-962-08	FOUNDATION GR WORK DONE AT 766 MAIN	000000	2,700.00
		I-844958	216-4653-962-08	FOUNDATION GR COMPETITIVE MASONRY	000000	3,600.00
01-4086	TWIN CITY HA	RDWARE - GR				
		I-C133078	216-4653-962-01	SPECIAL NEEDS ELDERLY RESIDENT - 10 DENVE	000000	7,656.42
		I-D373802	216-4653-962-04	SIDING GRANT SIDING - 214 MCGOVERN HILL	000000	414.29
01-4254	RB CONSTRUCT	ION				
		I-9790	216-4653-962-05	FACADE EASEME FACADE - 1 BURNHAM	000000	971.86
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	18,995.07
				FUND 216 REVOLVING LOAN	TOTAL:	18,995.07

REGULAR DEPARTMENT PAYMENT REGISTER

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TOTAL:

24,926.06

PACKET: 04286 COMBINED - 3/20/18

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
=======		z=====================================	=======================================	=======================================			=========
01-0539	LEAD-DEADWOO	D SANITARY					
		I-FEB 2018 EQR	602-4330-422	PROFESSIONAL	FEBRUARY 2018 EQR/WATER	000000	24,890.38
01-0561	SD ONE CALL						
		I-SD18-0305	602-4330-422	PROFESSIONAL	FEB 2018 MSGS-FAXES/WATER	000000	15.68
01-3772	SANDIDGE, LA	NCE					
		I-OPER CERT EXAMS	602-4330-427	TRAVEL	REIM 2 OPERATOR CERT EXAMS/W	000000 TA	20.00
				DEPARTMENT 3	330 WATER	TOTAL:	24,926.06

FUND 602 WATER FUND

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04286 COMBINED - 3/20/18

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DE	SCRIPTION	CHECK#	AMOUNT
=======	E#======				*****************		==========
01-0539	LEAD-DEADWOO	D SANITARY					
		I-MARCH 18 CONSUMP	603-4325-429	OTHER EXPENSE M	ARCH 2018 CONSUMPTION/WAT	ER 000000	571.37
				DEPARTMENT 325	SEWER	TOTAL:	571.37
				·- -			
				FUND 603	SEWER FUND	TOTAL:	571.37

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 12

PACKET: 04286 COMBINED - 3/20/18

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME			CHECK#	AMOUNT
01-0583	OWENS INTERS		****************		************************		=========
01-0303	ONDING INTERES	C-5268-330179	610-4360-426	SUPPLIES	2 LED,RTN 2 STROBES - TROLLEY	000000	108.62-
		0 3200 0301.3	010 1300 120	50112125	2 227,1111 2 2110222 2110222		
01-2104	INTEGRATED P	ARKING SOLU					
		I-6295	610-4360-422	PROFESSIONAL	HARDWARE MAINT-PRKNG ENFORCEMT	000000	210.00
			.**				
01-4299	BALCO UNIFOR	M CO, INC					
		I-48894	610-4360-426	SUPPLIES	UNIFORM GLOVES, SWTR, EMBLMS-P&T	000000	139.00
				DEPARTMENT 3	60 PARKING/TRANSPORTATION T	OTAL:	240.38
01-0467	CULLIGAN OF	TUE DIACK U		·			
01-0407	COLDIGAN OF	I-0004717	610-4361-426	SUPPLIES	40 LB SALT - TROLLEY	000000	16.50
		I-0004717	610-4361-426	SUPPLIES	SOFTENER RENT - MARCH/TROLLEY		22.00
		- *******			,		
01-0510	GOLDEN WEST	TECHNOLOGIE					
		1-329765	610-4361-422	PROFESSIONAL	COMPUTER SERVICES - TROLLEY	000000	53.13
01-0583	OWENS INTERS	STATE SALES					
		C-5268-330273	610-4361-426	SUPPLIES	RTN OF GROMMET - TROLLEY	000000	6.48-
		1-5268-330083	610-4361-426	SUPPLIES	STROBES, GROMMETS - TROLLEY	000000	163.26
		I-5268-330265	610-4361-426	SUPPLIES	GROMMET - TROLLEY	000000	6.48
01 0600	MDINIO K MID	OR C BEDNED					
01-0600	TRIPLE K TIR	I-1-51502	610-4361-425	REPAIRS	IGNITION SET, SP PLUGS, MTR MNT	00000	717.40
		1-1-31302	010-4301-425	REFAIRS	IGNITION SET, SP PEOGS, MIR PINT	000000	717.40
01-0619	TWILIGHT FIR	RST AID & SA					
		1-22014	610-4361-426	SUPPLIES	LENS TOWELETTES/TROLLEY	000000	17.95
01-0782	JACOBS PRECI	SION WELDIN					
		I-24715	610-4361-426	SUPPLIES	MODIFY TROLLEY BOXES	000000	35.00
01-1515	RAPID DELIVE						
		I-366539	610-4361 - 426	SUPPLIES	DELIVERY FEE-TROLLEY/WEST COMM	1 000000	14.09
01-1653	STURDEVANT'S	S AUTO PARTS					
		C-32-733601	610-4361-426	SUPPLIES	RTN-SIGNAL, CRTSY LT, PLUGS-TROI	000000	29.90-
		I-32-732240	610-4361-426	SUPPLIES	PINS, GROMMETS, CIRCUIT-TROLLEY		18.74
		I-32-732294	610-4361-426	SUPPLIES	FUSES, CIRCUIT, CLAMP -TROLLEY		53.17
		I-32-732481	610-4361-426	SUPPLIES	FASTENER, RTN PIN, FUSES-TROLLE	000000	4.63
		I-32-732543	610-4361-426	SUPPLIES	ON-OFF-MOUNT - TROLLEY	000000	10.43
		I-32-732810	610-4361-426	SUPPLIES	COOLANT HOSE, WTRPROOF MMNT-TRO	000000	61.86
		I-32-732824	610-4361-426	SUPPLIES	ROTARY HAND PUMP - TROLLEY	000000	47.99
		I-32-732855	610-4361-426	SUPPLIES	COOLANT HOSE - TROLLEY	000000	12.67
		I-32-732856	610-4361-426	SUPPLIES	COOLANT HOSE - TROLLEY	000000	12.67
		1-32-733195	610-4361-426	SUPPLIES	BK-UP LIGHT, GROMMET - TROLLEY	000000	29.54
		I-32-733253	610-4361-426	SUPPLIES	6 GROMMETS, 3 BK-UP LITES, TROLI		96.21
		I-32-733347	610-4361-426	SUPPLIES	LED PLUG - TROLLEY	000000	2.58

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BANK: FNBAP

VENDOR SET: 01

PACKET:

FUND : 610 PARKING/TRANSPORTATION

04286 COMBINED - 3/20/18

DEPARTMENT: 361 TROLLEY DEPARTMENT

BUDGET TO USE:

CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# TRUOMA 01-1653 STURDEVANT'S AUTO PARTS continued 610-4361-425 REPAIRS OIL FILTER - TROLLEY 000000 5.38 I-32-733349 I-32-733400 610-4361-426 SUPPLIES DOME CAP, VALVE TOOL - TROLLEY 000000 2.75 SUPPLIES 1/4" STAR BIT - TROLLEY I-32-733602 610-4361-426 000000 1.79 01-3060 QUIK SIGNS I-22701 610-4361-426 SUPPLIES 2 GRAPHIC CUT OUTS - TROLLEY 000000 40.65 01-3346 REGIONAL HEALTH I-700000832-C PROFESSIONAL TESTING 610-4361-422 000000 18.00 01-3937 GLOBAL EQUIPMENT COMPAN 000000 173.77 1-112249630 610-4361-425 REPAIRS 5 WALL MOUNTS - TROLLEY 01-4057 VIEHAUSER ENTERPRISES, MEDECO CABINET, LOCK CODED-TROL 000000 I-16383 610-4361-425 REPAIRS 329.94 01-4286 TCF EQUIPMENT FINANCE 1-5390900 610-4361-434 MACHINERY/EQU TCF EQUIPMENT FINANCE 000000 3,419.79 DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL: 5.351.99 01-0510 GOLDEN WEST TECHNOLOGIE 1-330218 610-4362-422 PROFESSIONAL MANAGED FIREWALL - PKNG RAMP 000000 52.50 01-3151 KONE INC. I-949854618 610-4362-422 PROFESSIONAL FEB ELEVATOR MAINT/REC, RAMP 000000 149.80

FUND

DEPARTMENT 362 BROADWAY GARAGE

610 PARKING/TRANSPORTATION TOTAL:

TOTAL:

202.30

5.794.67

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET: 04286 COMBINED - 3/20/18

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

DEPARTMENTAL BANK: FNBAP

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT

01-0585 SD DEPT. OF REVENUE

I-FEB-030918 722-2190 AMOUNTS HELD SD DEPT. OF REVENUE 000000 3,110.33

DEPARTMENT NON-DEPARTMENTAL TOTAL: 3,110.33

FUND 722 SALES TAX AGENCY TOTAL: 3,110.33

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

PACKET: 04286 COMBINED - 3/20/18

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

161,846.64

REPORT GRAND TOTAL:

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION		CHECK#	TUUOMA
*******				**=======	=====		**********	=======================================
01-0579	SD COMMISSIO	N ON GAMING						
		I-031218	723-4000-429	OTHER	CIT	Y SLOTS - PYMT 9, YR 3	000000	27,443.18
				DEPARTMENT	000	NON-DEPARTMENTAL	TOTAL:	27,443.18
				FUND	723	NICKEL SLOT PAYMENT AGNO	YTOTAL:	27,443.18

AGREEMENT BETWEEN THE CITY OF DEADWOOD AND ASPEN RIDGE LAWN & LANDSCAPE, LLC WHITEWOOD CREEK RESTORATION PHASE 2 - PLANTING

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 ASPEN RIDGE LAWN & LANDSCAPE, LLC, with its principal place of business located at 6408 Prestwick Road, Rapid City, South Dakota 57702, hereinafter referred to as "CONTRACTOR;"

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the Whitewood Creek Restoration Phase 2 – Planting in strict accordance with the Contract Documents, within the time set forth herein; and.

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which CONTRACTOR shall undertake and complete in a professional and workmanlike manner as set forth below; and

WHEREAS, CITY has Tallgrass Landscape Architecture, 413 North 4th Street, Custer, SSD 57730, as the "ARCHITECT" for all references herein, and

WHEREAS, the CITY has accepted the bid proposal from CONTRACTOR and provides compensation in an amount of Twenty Six Thousand Seventy Four and 76/100s Dollars (\$26,074.76) for the services set forth above, the parties agree as follows:

- 1. The Recitals set forth above are herein incorporated and made part of this Agreement;
- 2. CONTRACTOR shall provide Phase 2 Planting
- 3. CONTRACTOR shall meet with the City's Project Manager on site prior to beginning work to review all procedures, permits necessary, access/haul routes, and equipment parking areas

- 4. CONTRACTOR shall maintain reasonable access to all private driveways during construction;
- 5. CONTRACTOR agrees that in accordance with generally accepted construction practices, CONTRACTOR will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property that this requirement shall be made to apply continuously and not be limited to normal working hours.
- 6. CONTRACTOR shall obtain and pay for all fees for construction permits required by the ruling jurisdictions, unless otherwise approved;
- 7. CONTRACTOR shall coordinate schedule with CITY's project manager;
- 8. Construction equipment parking areas are to be coordinated between the CONTRACTOR and the CITY's project manager;
- 9. CONTRACTOR is responsible for picking up plants ordered by the CITY, transporting them to the project location and caring for them until they are planted;
- 10. CONTRACTOR shall install all trees and shrubs, except those noted in the plant list, which have been purchased in advance by the CITY from the Pennington Conservation District;
- 11. CONTRACTOR shall work with ARCHITECT in the field to site plants;
- 12. CONTRACTOR shall install greenhouse tubing and staking of plants;
- 13. All bare root plants and seedlings shall be protected by a tree tube;
- 14. CONTRACTOR shall plant trees a minimum of four (4) feet from the face of building or pavement, except as approved by ARCHITECT;
- 15. CONTRACTOR shall prune newly planted trees only as directed by ARCHITECT;
- 16. Finish grades of planter area shall be two (2) inches below adjacent paving or top of wall, unless otherwise noted;
- 17. Bare root plant roots must remain moist (not wet) until planting;
- 18. CONTRACTOR is responsible for locating plant materials (outside CITY purchase) within fifteen (15) days after award of contract. Notify ARCHITECT of all plant material "tied off" for the option of reviewing for approval at the CONTRACTOR'S selected nursery;

- a. If specified material is not obtainable, submit to ARCHITECT proof on non-available and proposal for use of equivalent material. Submit photographs of alternative choice of plant material for selection by ARCHITECT. Included with these photographs should be clear, written description of the type, size, condition and general character of the plant material.
- 19. Water must be of acceptable agricultural quality, free from toxic ingredients or other factors that inhibit plant growth or germination use. Use \$1,500 to 3,000 gallons per acre, as needed.
- 20. CONTRACTOR shall install fencing as per plan;
- 21. CONTRACTOR shall install 800 linear feet of silt sock as per plan;
- 22. CONTRACTOR shall be responsible for locating utilities in the project area;
- 23. CONTRACTOR shall contact the appropriate service center at least 48 hours prior to any excavation for mark outs of existing underground utilities;
- 24. CONTRACTOR shall be responsible for any damages to any utilities cause by his/her project operations;
- 25. The contract document consists of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The contract represents the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral;
- 26. CONTRACTOR shall fully execute the work described in the contract documents;
- 27. CONTRACTOR shall achieve completion of the project by June 1, 2018;
- 28. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract and the final certificate for payment has been issued by ARCHITECT;
- 29. CONTRACTOR shall comply with the following miscellaneous provisions:
 - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
 - b. All work shall be done in a professional workmanlike manner;

- c. All work will be subject to final inspection by Deadwood Public Works Director before acceptance;
- d. All work is to be completed in accordance with existing building codes;
- e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
- f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein; and
- g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorneys fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this	day of	, 2018.	
		CITY OF DEADWOOD	
		By: Charles Turbiville, Mayor	
ATTEST:			
Mary Jo Nelso City Finance O			

Dated this day of	, 2018.
	ASPEN RIDGE LAWN & LANDSCAPE, LLC
	By: Michael J. Sliper,
	Michael J. Sliper, Its:
State of South Dakota)) SS	
County of) SS)	
personally appeared Michael J. S	, 2018, before me, the undersigned officer, Sliper, the of Aspen Ridge Lawn & ged that he executed the same for the purposes therein
IN WITNESS WHEREOF, (SEAL)	I have set my hand and official seal.
	Notary Public
	My Commission Expires:

CITY OF LEAD 801 WEST MAIN ST LEAD, SD 57754 Phone (605) 584-1401 Fax (605) 584-1407

3-19-18 6B.

City of Deadwood 102 Sherman St. Deadwood SD 57732

STATEMENT

ANIMAL SHELTER EXPENCE REIMBURSEMENT 2017

TOTAL Due to City of Lead

\$3515.73

Due Upon Receipt:

City of Lead

Statement of Revenue and Expenditures

Page

Revised Budget For GENERAL (101) For the Fiscal Period 2017-12 Ending December 31, 2017

		Current	Current	Annual	YTD	Remaining
Account Number		Budget	Actual	Budget	Actual	Budget %
Evmandiárusa						
Expenditures 101-4412-42200 PRO, FEES & SERVICES	\$	250.00 \$	0.00 \$	3,000.00 \$	3,250.00	(8.33%)
101-4412-42400 RENTALS & CONTRACT	•	41.63	134.85	500.00	539.40	(7.88%)
101-4412-42520 BUILDING REPAIR		25.00	13.99	300.00	288.75	3.75%
101-4412-42530 EQUIPMENT REPAIR		62.50	0.00	750.00	589.16	21.45%
101-4412-42610 OFFICE SUPPLIES		33.37	0.00	400.00	0.00	100.00%
101-4412-42630 CLOTHING & FOOD		41.63	0.00	500.00	325.25	34.95%
101-4412-42640 JANITORIAL SUPPLIES		20.87	31.68	250.00	325.07	(30.03%)
101-4412-42650 MINOR TOOLS		12.50	0.00	150.00	140.68	6.21%
101-4412-42810 TELEPHONE		33.37	36.71	400.00	444.82	(11.21%)
101-4412-42820 ELECTRICITY		166.63	137.55	2,000.00	1,568.82	21.56%
101-4412-42830 NATURAL GAS		104.13	77.80	1,250.00	873.25	30.14%
101-4412-42840 SEWER		29.13	22.00	350.00	263.70	24.66%
101-4412-43500 FURNITURE /EQUIPMENT		200.00	0.00	200.00	1,422.56	(611.28%)
Total GENERAL Expenditures	\$	1,020.76 \$	454.58 \$	10,050.00 \$	10,031.46	0.18%
					_ 3000 -	
GENERAL Excess of Revenues Over Expenditures	\$	(1,020.76) \$	(454.58) \$	(10,050.00) \$	(10,031.46)	0.18%

Lead portion 7031, 46 12 3515.72

2018 PARKING LEASE WITH **SOUTH DAKOTA COMMISSION ON GAMING**

This Lease, made and entered into by and between the State of South Dakota, for the

South Dakota Commission on Gaming hereinafter referred to as TENANT, and the City of

Deadwood, hereinafter referred to as LANDLORD.

WITNESSETH

In consideration of the mutual covenants contained herein, the parties agree as

follows:

The LANDLORD hereby leases and rents unto the TENANT, and the TENANT hereby

hires and takes from the LANDLORD located in the City of Deadwood, County of Lawrence, the

following described property: 5 parking spots located in the Miller Street Parking Lot in

Deadwood, South Dakota.

Under the following terms and conditions:

SECTION 1 (TERM OF LEASE)

The term of this lease shall be for one (1) year, to commence on April 1, 2018 and

terminate on March 31, 2019 unless the TENANT exercises the option to renew under provision

set forth herein and allow month to month extension with 30 day notice.

SECTION II (PAYMENTS)

The TENANT will pay the LANDLORD the sum of \$250.00 a month during the tenure

of this lease. Rental payments shall be paid on the first day of each month with additional grace

period of fifteen (15) days allowing for unforeseen circumstances during the term of this lease.

Payments shall be made to:

NAME: Deadwood City Finance Office

ADDRESS: City Hall – 102 Sherman Street

Deadwood, SD 57732

1

SECTION IV (FUNDING OUT)

The LANDLORD agrees that the continued rental of the hereinbefore described premises for the term hereinbefore specified by the TENANT is dependent upon receipt of both funds and expenditure authority from the Legislature. In the event that the Legislature does not provide said funds or expenditure authority for any fiscal year, then and in such event, this lease is null and void and said lease shall expire at the end of the fiscal year in which the last funding shall be made available for the TENANT. LANDLORD agrees that a termination because of lack of funds or expenditure authority will not result in a claim against the TENANT, the State of South Dakota, or any officer or employee of the State.

SECTION V (TERMINATION)

The TENANT at the termination of this lease agrees to quietly yield and surrender the premises to LANDLORD or its successors and assigns in as good a condition and repair as when TENANT took possession of the premises, reasonable wear and tear thereof, damage by the elements, other than casualty, condemnation and/or appropriation excepted.

SECTION VI (PEACEABLE AND QUIETLY HOLD)

The TENANT shall have the right to peaceable and quietly hold, enjoy and occupy the premises from 7:00 a.m. to 5:00 p.m. Monday through Friday as described for the term of this lease without hindrance, interruption, ejection, molestation by LANDLORD or by any other person or person whomever.

The TENANT agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. TENANT 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. TENANT further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that TENANT 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 TENANT'S vehicles or its contents while parking in the Miller Parking Lot. TENANT agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the Miller Parking Lot at its own risk and responsibility.

TENANT 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 TENANT, and against any loss, damage, or expense resulting from injury to TENANT.

SECTION VII (CANCELLATION)

Notwithstanding provision hereinbefore described, the TENANT may cancel this lease upon thirty (30) days' notice in writing. During the 30 days prior to the expiration of the term, LANDLORD shall have the right to exhibit the premises to prospective TENANTS. The giving of the notice required herein shall not release either LANDLORD or TENTANT from full and faithful performance of all terms and conditions of this lease during the continuing occupancy of TENANT after the notice of termination but before TENANT actually vacates the premises.

SECTION VIII (PRIOR LEASE)

This lease shall render null and void any previous lease or agreements between the TENANT and LANDLORD for the premises herein described.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed individually or by their respective and duly authorized officers.

	STATE OF SOUTH DAKOTA Department of Revenue
	Signature:
Witness	Date:
	CITYOF DEADWOOD
	Charles Turbiville, Mayor
ATTEST:	
Mary Jo Nelson Finance Officer	

FROM THE FINANCE OFFICE

3-19-18 4J

DATE:

March 16, 2018

TO:

Mayor Turbiville and City Commission

FROM:

Mary Jo Nelson

RE:

Annual Conference

Three years ago, I was elected to the South Dakota Workers Comp Fund Board of Trustees, and am requesting permission to attend the Risk Information Sharing Consortium Annual Conference from May 8-11, 2018 in Santa Fe, NM. The city has been a member of the Workers Comp Pool for 30 years. There will be no cost to the city.

NLC-RISC is the National League of Cities Risk Information Sharing Consortium, a membership association of state municipal league sponsored intergovernmental risk-sharing pools in thirty-four states and British Columbia, Canada. The mission of NLC-RISC is to facilitate information sharing between pools, provide staff and trustee training on pooling perations and risk management issues, and develop programs and information that support effective and efficient pool operations and Santa Fer New Mexico

NLC-RISC member pools offer property, liability, workers' compensation, unemployment, and/or employee benefit programs to their combined 16,000+ member cities, towns, counties and other local government entities.

NLC-RISC researches topics of interest to pools, and has been involved in projects such as a Drones Issue Analysis whitepaper and an amicus brief in the Washington Supreme Court case Washington Counties Risk Pool v. Clark County Washington.

In addition, NLC-RISC provides listservs and online communities (http://nlc.connectedcommunity.org/home) for a variety of specialty groups to communicate, maintain online discussions, share information, and learn from each other.

3-19-18 6K

FIRST ADDENDUM TO AGREEMENT WITH WASTE CONNECTIONS, INC.

This addendum to the agreement between the CITY OF DEA	ADWOOD, (hereinafter referred
to as "CITY") and Waste Connections, Inc. (hereinafter referred to a	s "CONTRACTOR"), dated

WHEREAS, the purpose of this addendum is to modify the terms and conditions of the original agreement between CITY and CONTRACTOR to increase the disposing of materials in the cardboard recycling containers provided by CONTRACTOR from one time per week to two times per week; and

WHEREAS, CITY and CONTRACTOR have agreed to an increase in the rate from \$497.50 per month to \$520.00 per month for pickup of cardboard recycling containers two times per week; and

WHEREAS, based upon the representations and understanding of each party, CITY and CONTRACTOR agree as follows:

- 1. The Recitals set forth above are herein incorporated and made part of this Agreement;
- CONTRACTOR shall increase pickup of the cardboard recycling containers provided by CONTRACTOR from one time per week to two times per week, resulting in an increase of \$22.50 in the monthly payment from \$497.50 per month to \$520.00 per month;
- 3. This addendum is hereby incorporated into the agreement between CITY and CONTRACTOR dated ______ and both documents constitute the entire agreement of the parties. There are no other terms, conditions or understandings of any kind, expressed or implied.

[signature page to follow]

Dated this	_ day of	, 2018.
		CITY OF DEADWOOD
ATTEST:		ByCharles Turbiville, Mayor
Mary Jo Nelson City Finance Officer		
Dated this	_day of	, 2018.
	WASTE C	CONNECTIONS, INC.
		By: Casey Bulyca, District Manager 115 N 6 th Ave. Belle Fourche, SD 57717
State of South Dakota	a)) SS
County of	=)
the foregoing instrum contained.	Casey Bulyonent and acl	, 2018, before me, the undersigned officer ca, known to me to be the person whose name is subscribed to knowledged that he executed the same for the purposes therein F, I have set my hand and official seal.
(SEAL)		
		Notary Public
		My Commission Expires:

RESOLUTION NO. 2018-14 TO DECLARE THE FOLLOWING SURPLUS PROPERTY

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approved the following be declared surplus and sold or donated to the following non-profit agencies, allowable under SDCL 6-5-2.

2008 Ford Trolley - VIN#1F6N53Y670A05767 (Sell to Aberdeen Elks Lodge for \$5,000.00)

24 Abandon Bicycles (Donate to Boys and Girls Club, Lead.)

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following to be declared surplus and destroyed:

Eight (8) unusable totes of Garland and Christmas Lights

Yellow Light Responder II DX S# R2DXMC

Symbol Ticket Writer S# M1490C48W Symbol Ticket Writer S# SA010321W

O'Neil Ticket Printer S# THR0044

Symbol Charger S#4809482

O'Neil Printer TA00882

Parts and Charger Cords

Large Brown Cabinet

Pannar Vue Lighted Slide Viewer

Box of old VHS Training Tapes

Kustoms Radar S# CC26758 S# E2773

White Hand Held Vacuum

Kustoms Radar System S# K15027

Change Machine Parts

ATTEST:

Bill Reader S# 170302352

Change Machine and Components S#033111G19596

Duncan Meter Reader or Ticket Writer and Cables 3

S# P-4040-5210 4MO

S# 4000013377

City of Deadwood

S# P-4010-N723 1MO

Stylus 850 SW Digital - Serial #E99515885

Bill Reader S# 103100421

Stylus 850 SW Digital - Serial #G33562499 Stylus 790 SW Digital - Serial #D98516600

Charging Station Ticket Writer S# MM3JM2

Symbol Ticket Writer S# SA01013228

Duncan Ticket Writer S# M1H90C49F

9 Boxes of Drug Training Slides Old

Old Apollo Projector S# 4042716

Access Cardio System S# 67983

Kustoms Radar System S# 8965

Charger Doc S# S99A433251

Symbol Charger S# 4809577

O'Neil Printer THA0047

2 Printer Carrier Cases

Red Plug-in Light

Lexmark Ink Tape

Bill Collector

Dated this 19th day of March, 2018.

Charles M. Turbiville, Mayor

Mary Jo Nelson, Finance Officer

FROM THE FINANCE OFFICE

3-19-18 60

DATE:

March 19, 2018

TO:

Mayor Turbiville and City Commission

FROM:

Mary Jo Nelson

RE:

Report of Cash Reserves for 2018

Cash balances in both General and Historic Preservation Funds meet cash reserve policy as set forth in Resolution 2017-11, portions of which are included below:

In the General Fund, a Cash Reserve shall be created equal to 100% of the current fiscal year budgeted expenditures, excepting those expenditures which are capital outlay in nature and have been previously approved by City Commission as a capital expenditure.

General Fund

2018 budgeted expenditures	<u>\$5,748,167.00</u>
Cash On hand	(\$7,356,696.62)
Equipment Designations	(\$333,509.00)
Over Required	\$1,942,038.62

In the Historic Preservation Fund, a Cash Reserve shall be created equal to 75% of the gaming revenue received in the previous calendar year.

Historic Preservation

Revenue in 2017	<u>\$7,047,796.16</u>			
75% of 2017 Revenue	\$5,283,103.93			
Cash On Hand	(\$5,751,831.21)			
Over Required	\$ 468,727.28			

Twin City Clothing Center Box 590 Lead, SD 57754

3-19-18 6P

March 12, 2018

Rhonda Morrison Asst. Finance Officer City of Deadwood 102 Sherman St. Deadwood, SD 57732

Re: 2018 Budget Allocation

Dear Ms. Morrison,

Per our conversation this morning, we are hereby requesting disbursal of the \$2,500 that was allocated to the Twin City Clothing Center (Free Store) in your 2018 budget.

We very much appreciate your help in keeping the Twin City Clothing Center operational, enabling us to continue to help our community and surrounding area.

Sincerely,

Judith Barthel,

udeth Barthel

Treasurer

/jb

3-19-18 6R

Memo to commission

The quote from Gardner Construction is to repair the 12 Curb walls in the parking garage that have been damaged in the past from vehicle traffic. The plan is to shorten the walls by 4 feet in length and add 48 inch flexible bollards. This will allow for better visibility to our patrons using the ramp and will cut down on cost of trying to repair the walls. If we were to reconstruct the walls in the same style as they are it would cost us 35000.00 and we will continue to damage to them and vehicles as well. It is my recommendation that we approve 6400.00 for the repairs. I would like to proceed with this project so it can be completed before the annual ramp cleaning and the start of the summer season.

Two quotes were received Gardner was low quote

Also see attached photo of one of the walls.

Thank you for your consideration.

Tom Kruzel

Transportation and Faculties Director.



Estimate

Date	Estimate #
3/15/2018	159

605.920.8719

PO Box 742 Lead, SD 57754

000.720.0717	Leau, 5D 57754
Name / Address	
City of Deadwood 102 Sherman St Deadwood, SD 57732	
	r

Deningt	
Project	

Description	Qty	Rate	Total
Removing 12 concrete knee walls		6,400.00	6,400.00
		Subtotal	\$6,400.00

 Subtotal
 \$6,400.00

 Sales Tax (0.0%)
 \$0.00

 Total
 \$6,400.00

E-mail

gardnerconstructionllc@gmail.com

Tom Kruzel

From:

Tom Kruzel <tmkruzel@hotmail.com>

Sent:

Tuesday, March 13, 2018 10:34 AM

To:

Tom Kruzel

Subject:

Pic



Sent from my iPhone



3-19-18 65

March 7, 2018

City of Deadwood Attn: Finance Office 102 Sherman Street Deadwood, SD 57732

RE: City Five Cent Slot Machine Renewal Request

To Whom It May Concern,

Silverado Gaming would like to request the renewal of the Lease and Operating Agreement for our five (5) City Five Cent Slot Machines.

Sincerely,

Tom Rensch
General Manager
Silverado Gaming



March 7, 2018

Mary Jo Nelson
Finance Officer
City of Deadwood
Deadwood, South Dakota

Subject: City Slot Agreement

Mary Jo,

BY Development Inc. dba Cadillac Jack's Gaming Resort will be exercising our option to extend the current City Slot Machine Agreements with the City of Deadwood South Dakota for an additional three years.

Thank You

Paul Bradsky

BY Development Inc.

Cadillac Jacks Gaming Resort

360 Main Street

Deadwood South Dakota 57732

605-578-1500 ext.110

LOAN NUMBER: DUE DATE: RENEWED UNTIL: RETURNED:

#2018-02 10.31.2018

YES/NO

LOAN AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY () T

THIS AGREEMENT is made and entered between City of Deadwood, herein after referred to as "DEADWOOD," and Fort Meade Museum., Box, Ft. Meade, SD 57741, hereinafter referred to as "PERMITEE."

- 1. The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITEE the following property owned by DEADWOOD.
- 2. PERMITEE has reviewed the property to be loaned, noting the current condition of each piece of property. A description of the loaned property is identified by catalog number and description as follows:
 - ART.2012.02.1 Poker Alice Hat and case
- 3. The purpose for which PERMITEE is using the above-described property as follows: "Exhibition".
- 4. PERMITTEE agrees to handle, package, and ship or transport the objects and/or collections (and pay for same) in a manner that protects each piece of property from breakage, loss, deterioration, and contamination.
- 5. Permission for the above use at the above-described items is permitted from March3, 2018 to October 31, 2018.
- 6. PERMITEE specifically acknowledges and agrees it shall be solely responsible for any damage to the property loaned pursuant to this Agreement. Further, PERMITEE agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money, which DEADWOOD might have to pay to any person as a result of property damage, personal injury, or death resulting from PERMITEE'S use of city property pursuant to this Agreement.

- 7. Within twenty-four hours of discovery, the PERMITTEE will notify DEADWOOD of instances or circumstances surrounding any loss or damage to, or destruction of the materials.
- 8. PERMITTEE further understands and agrees the property shall not be repaired, restored, cleaned, or altered, unless specifically directed to do so by DEADWOOD following notification as set forth above, and at the expense of PERMITTEE.
- 9. All loaned materials shall not leave custody of the PERMITTEE without written permission from DEADWOOD.
- 10. PERMITTEE agrees to acknowledge and credit DEADWOOD in the use or photographs or exhibits or publications resulting from the loan. The credit line shall read as follows: "Courtesy of the City of Deadwood and the Deadwood Historic Preservation Commission."
- 11. PERMITTEE agrees to provide DEADWOOD with two (2) copies of any photographs, published articles, materials, etc. generated as a result of the loan.
- 12. Upon termination of this agreement, PERMITTEE agrees to properly package and transport the said property listed above back to DEADWOOD. Damage inflicted by inadequate packaging will be at the expense of the PERMITTEE.
- 13. Either party may terminate this agreement, effective not less than five (5) days after providing written notice to the other party. PERMITTEE shall return the above described property as directed above.
- 14. PERMITEE shall maintain adequate insurance against any loss of any property subject to this loan. PERMITEE shall also maintain a minimum insurance policy in the sum of Four Thousand Dollars (\$4,000.00) against any loss to the property loaned to PERMITEE, naming DEADWOOD as an additional insured.

prior to the loan be	ing made.
Dated this day of	, 2018.
	City of Deadwood
ATTEST:	By:Charles Turbiville, Mayor
Mary Jo Nelson, Finance Officer	
Dated this day of	, 2018.
	By:
	Director, Fort Meade Museum

15. PERMITTEE shall provide DEADWOOD a copy of such insurance policy

ATTACHMENT #A

• ART.2012.02.1

Poker Alice Hat and display case

END OF LOAN #2016.04

	Hilt Construction RC Region GF	R Repair				·		en
Date:	QUOTE	Units	EB/WB		-			
PCNs'	HWY 85 by Trolley Depot		190/HWY			and the second s		
14hj,14hk						The same section is a section of		
&14hi			MRM	Total	-	unit \$	\$ Tot	al
			Hwy 85	1,51,51	-	<u> </u>	7	
MOBILIZATION 1	Belle Fouche Area	EACH	1100 0 0 0	0	\$	1,500.00	\$	_
MOBILIZATION 2	Rapid City Area & 190	EACH	1	1	\$	750.00	\$	750.00
MOBILIZATION 3	Custer Area	EACH	1	0	\$	1,500.00	\$	730.00
Remove 3 Cable G	CONTRACTOR OF THE PROPERTY OF	FT		0	\$	3.00	\$	_
Remove Beam Gua		FT	50	50	\$	3.00	\$	150.00
	Guardrail Breakaway Cable Terminal	EACH		0	\$	300.00	\$	130.00
the second second second	Guardrail End Terminal	EACH		0	\$	300.00	\$	
	Guardrail for Reset	FT		0	\$	3.00	\$	_
3 Cable Guardrail		FT		0	\$	12.50	\$	-
	evel 3 High Tension Cable Guardrai	FT		0	\$	20.00	\$	-
	evel 3 High Ten GR Anchor	EACH		0	\$	4,500.00	\$	-
	Slip Base Anchor Assembly	EACH		0	\$	1,750.00	\$	-
REPAIR 3 CABLE GI		FT		0	\$	3.00	\$	
3 CABLE GRDRAIL	END POST	EACH		0	\$	150.00	\$	-
3 CABLE GRDRAIL	INTERMEDIATE POST	EACH		0	\$	65.00	\$	-
3 CABLE GRDRAIL	POST WINTER	EACH		0	\$	25.00	\$	-
DRIVE DOWN 3 CA	BLE GRDRAIL POST	EACH		0	\$	20.00	\$	-
CABLE ANCHOR BE	RACKET	EACH		0	\$	200.00	\$	-
CABLE SPLICE		EACH		0	\$	100.00	\$	-
3 CABLE GRDRAIL	HOOK BOLT	EACH		0	\$	2.50	\$	-
STEEL TURNBUCKL	E CABLE END ASSEMBLY	EACH		0	\$	150.00	\$	-
SPRING CABLE END	ASSEMBLY W/TURNBUCKLE	EACH		0	\$	200.00	\$	-
W BEAM TO 3 CAB	LE TRANSTN BRACKET	EACH		0	\$	100.00	\$	_
3 CABLE GRDRAIL I	END POST CAP	EACH		0	\$	75.00	\$	-

8-19-18

Notes:					Total	\$	5,900.00
THE CADVANCE WARRING ARROW FARE	LACIT			-	2,000.00	<u></u>	1,000.00
TYPE C ADVANCE WARNING ARROW PANEL	EACH	1	1	\$	1,000.00	\$	1,000.00
FLAGGING TRAFFIC CONTROL for Gaurdrail Repair	LS	1	1	\$	500.00	\$	500.00
RESET BEAM GRDRAIL POST & BLOCK	HOUR		0	\$	24.19	\$	
DRIVE DOWN BEAM GRDRAIL POST	EACH		0	\$	25.00	\$	
RESET DOUBLE W BEAM RAIL	FT		0	\$	25.00	\$	
RESET W BEAM RAIL	FT		0	\$	25.00 35.00	\$	
RESET THRIE BEAM RAIL	FT		0	\$	50.00	\$	
W BEAM GRDRAIL END SECT BUFFER	EACH		0	\$	200.00	\$	
BRKWY CABLE TERMNL END RAIL	EACH		0	\$	250.00	\$	·
BEAM GRDRAIL POST & BLOCK WINTER	EACH		0	\$	25.00	\$	
BEAM GRDRAIL POST & BLOCK	EACH		0	\$	65.00	\$	
W BEAM GRDRAIL BRKWY CABLE TERMNL	EACH		0	\$	1,250.00	\$	
W BEAM GRDRAIL TANGENT END TERMNL	EACH	1	1	\$	3,500.00	\$	3,500.00
W BEAM GRDRAIL FLARED END TERMNL	EACH		0	\$	2,500.00	\$	
W BEAM TO THRIE BEAM GRDRAIL TRANSTN	EACH		0	\$	300.00	\$	-
STRT CLS B W BEAM RAIL	FT		0	\$	30.00	\$	-
STRT CLS A W BEAM RAIL	FT		0	\$	25.00	\$	•
STRT DBL CLS B W BEAM GRDRAIL W/WOOD PST	FT		0	\$	60.00	\$	-
STRT CLS B THRIE BEAM RAIL	FT		0	\$	50.00	\$	-
STRT CLS A THRIE BEAM GRDRAIL W/WOOD PST	FT		0	\$	40.00	\$	-



Esri Inc 380 New York Street Redlands CA 92373 GV

Subject: Renewal Quotation

Date: 03/07/2018

To: Kevin Kuchenbecker

Organization: City of Deadwood

Planning & Preservation Office

Fax #: 605-578-2084 Phone #: 605-578-2082

From: Alan Chrest

Fax #: 909-307-3083 Phone #: 888-377-4575 Ext. 2857

Email: achrest@esri.com

Number of pages transmitted

(including this cover sheet): 4

Quotation #25826145

Document Date: 02/03/2018

* * REVISED* *

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level

http://www.esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit http://www.esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



Quotation

Date: 02/03/2018

Quotation Number: 25826145

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.

380 New York Street Redlands, CA 92373-8100

Attn: Alan Chrest

Please include the following remittance address

on your Purchase Order:

Environmental Systems Research Institute, Inc.

P.O. Box 741076

Los Angeles, CA 90074-1076

City of Deadwood Planning & Preservation Office 102 Sherman St

Deadwood SD 57732 **Attn: Kevin Kuchenbecker**

Customer Number: 272559

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 04/05/2018 End Date: 04/04/2019	3,000.00	3,000.00
1010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 04/05/2018 End Date: 04/04/2019	700.00	700.00
2010	3	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 04/05/2018 End Date: 04/04/2019	500.00	1,500.00
4010	2	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 04/05/2018 End Date: 04/04/2019	400.00	800.00
6010	2	109842	500.00	1,000.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Alan Chrest

Ext: 2857

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



Quotation Page 2

Date:	02/0	3/2018	Quotation Number: 25826145		
Item	Qty	Material#		Unit Price	Extended Price
		Start Date:	Server Workgroup Standard One Core Additional Mig 04/05/2018 04/04/2019	rated Maintenance	
7010	1	Start Date:	S Server Basic Up to Four Cores Maintenance : 04/05/2018 04/04/2019	3,000.00	3,000.00
8010	1	Start Date:	Server Workgroup Standard Up to Two Cores Migrat: 04/05/2018 04/04/2019	1,000.00 ed Maintenance	1,000.00
				Item Subtotal Estimated Tax Total	11,000.00 0.00 USD 11,000.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



Signature of Authorized Representative

Name (Please Print)

Quotation Page 3

		3/2018	Quotation No: 25826145	Customer No: 272559		
Item 	Qty	Material#			Unit Price	Extended Price
•	RESPO SIGN I FAX Y	OND TO TH BELOW AN OUR PURC	IS EMAIL WITH YOUR AUT D FAX TO 909-307-3083 CHASE ORDER TO 909-307	-3083	UOTEYOU MAY DO	ONE OF THE FOLLOWING
REQ	JESTS	VIA EMAIL		e@esn.com CATE THAT YOU ARE AUTH ON DOES NOT REQUIRE A		TE FUNDS FOR YOUR
	ere are orizatio		es required to your quotatio	n please respond to this em	ail and indicate any cl	nanges in your invoice
				ill become ineligible for supp payable if you decide to read		
scop with scop entit Supp in Ca http:	e of us Esri, if e of us ies and oly Sch alifornia //www. ional t	e documen applicable ie, found at I governme edule. Acco a or Marylan / esri.com/ erms conta	at found at http://www.esri. If no such agreement cover the http://www.esri.com/legal and prime contractors author eptance of this quotation is not buying under the State Collegal/supplemental-terms-and ined in any purchase order,	verned by the terms of this com/~ /media/Files/Pdfs/leers any item, then Esri's starl/software-license apply to yized under FAR 51.1 may plimited to the terms of this Contract are also subject to ind-conditions. Esri objects to offer, or confirmation sent art of any additional agreem	gal/pdfs/e300.pdf and and terms and cond your purchase of that turchase under the term Quotation. State and the terms and condition and expressly reject to or to be sent by but and the terms and the terms.	d your signed agreement itions and product specific item. Federal government ms of Esri's GSA Federal local government entities ons found at a sany different or yer. All terms of this
			ocessing, please reference ,GSA, BPA) on your orderin	the quotation number and a g document.	ny/all applicable Esri o	contract number(s) (e.g.
			are authorizing Esri to issue plus sales tax, if applicab	e a software support invoice ble.	e in the amount of	
Pleas	se ched	ck one of th	ne following:			
	_I agre	ee to pay ar	ny applicable sales tax.			
	Lomi	tay ayamat	Dloope contact ma if Earl s	does not have my current or	compt information on	filo

Date

Title

3-19-18 6X

2018 TRAVELING WILD BILL EXHIBIT CONTRACT

This AGREEMENT is between the City of Deadwood-Archives, Deadwood, South Dakota a department of the City of Deadwood (hereinafter referred to as "ARCHIVES") and Siouxland Heritage Museums, 200 W. 6th Street, Sioux Falls, SD 57104 (hereinafter referred to as "INDEPENDENT CONTRACTOR").

The parties hereto desire to enter into an agreement whereby the INDEPENDENT

CONTRACTOR agrees to provide pull up panels focusing on the history of Wild Bill in

Deadwood to the ARCHIVES. The parties agree that this contract shall be the

INDEPENDENT CONTRACTOR'S responsibility to provide her own office space and equipment and pay her own Social Security and insurance. The INDEPENDENT

CONTRACTOR will submit for the completed project seven (7) one-sided retractable laminated banners, including travel case and soft cases for payment to the ARCHIVES. The finished banners and traveling case, notes, and documentation associated with this project shall become property of the City of Deadwood. Banner topics will be selected by the ARCHIVES.

ARCHIVES will reimburse the INDEPENDENT CONTRACTOR at the rate of Six-Thousand Five Hundred Dollars (\$6,500.00) upon completion of the project. It is anticipated by the parties that INDEPENDENT CONTRACTOR shall complete the seven (7) one-sided retractable laminated banners by December 31, 2018 for the total sum of Six Thousand Five Hundred Dollars (\$6,500.00). The ARCHIVES will pay for no more than seven (7) one-sided retractable laminated banners. INDEPENDENT CONTRACTOR may not subcontract any portion of this contract or any portion of the work.

Copyright for the Wild Bill Panels shall belong to **ARCHIVES**. Copyright for all text and images on the panels shall also belong to **ARCHIVES**.

ARCHIVES may terminate this contract for cause upon a five (5) day written notice.

INDEPENDENT CONTRACTOR may terminate this contract for any reason upon thirty (30) day written notice. In performance of this work hereunder, INDEPENDENT CONTRACTOR is an independent contractor and shall not be construed as creating a relationship of principal and agent, or employer and employee between the ARCHIVES and INDEPENDENT

CONTRACTOR. The INDEPENDENT CONTRACTOR shall not have any authority to hire any person on behalf of the ARCHIVES or to charge any amounts at any place to the ARCHIVES.

INDEPENDENT CONTRACTOR hereby indemnifies, defends and holds harmless ARCHIVES, its employees and authorized representatives, only to the extent there is liability coverage under SDPAA, from and against any and all suits, claims, actions, legal and administrative proceedings, deaths, demands, damages, liabilities, interest, attorney's fees, court and other costs and expense of any kinds or character including without limitation all claims, damages, and liability of any type related to injury or death to any person or damages to any property before or after completion of the work in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claim to be caused, occasioned or contributed in whole or in part through any act or omission, fault, or neglect, active or passive, with the INDEPENDENT CONTRACTOR or anyone acting under the INDEPENDENT CONTRACTOR'S direction, control, or on INDEPENDENT CONTRACTOR'S behalf in connection with or incident to the work or otherwise.

This agreement and the rights and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.

are no other terms, conditions, or	understandings of any kind or nature expressed or implied.
Dated this day of	, 2018.
	CITY OF DEADWOOD
	By
ATTEST:	By Charles Turbiville, Mayor
Mary Jo Nelson City Finance Officer	
Dated this day of	, 2018.
	INDEPENDENT CONTRACTOR Siouxland Heritage Museums
	By:
	Its:
State of South Dakota)) SS
County of)
personally appeared	, 2018, before me, the undersigned officer, known to me or satisfactorily proven to be cribed to the within instrument and acknowledged that he/she ses therein contained.
IN WITNESS WHEREO	F, I have set my hand and official seal.
(SEAL)	
	Notary Public My Commission Expires:

3-19-18 8A

NOTICE OF PUBLIC HEARING DEADWOOD MICKELSON TRAIL MARATHON

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

Sherman Street Parking Lot:

Requesting use of the Sherman Street Parking Lot on June 2 and June 3, 2018 to be used as the finish line for the Fast 5K, Kids 1K and 2K and Mickelson Trail Marathon.

Lower Main Parking Lot:

Requesting use of the Lower Main Street Parking Lot on June 3, 2018, if needed.

Event Complex:

Requesting use of the Event Complex parking area from 5:00 a.m. to 3:00 p.m. on June 3, 2018 to allow privately hired buses to pick up and transport contestants to the starting and finishing lines for the event.

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

Dated this 5th day of March, 2018.

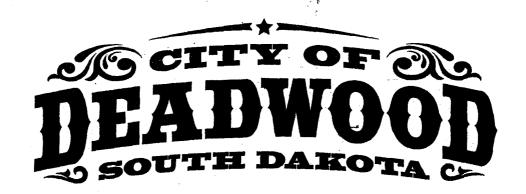
CITY OF DEADWOOD

Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer: March 8, 2018

For any public notice that is published one time:

Published once at the total approximate cost of .



Event Complex Rental and Use Agreement

Event: Deadwood Mickelson Trail Marathon

Date: _____

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

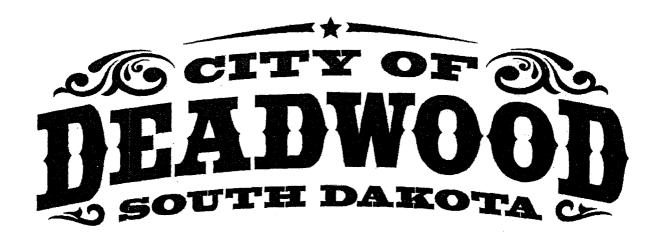
Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood Mickelson Trail	Marathon	
Contact Information:		
Name of Applicant: Emily Wheeler		
Business/Organization: WEM, Inc	والمعالية المعاونة المعاونة والمعاونة والمعاونة والمعاونة والمعاونة والمعاونة والمعاونة والمعاونة والمعاونة والمعاونة	
Mailing Address: 8510 Kings Court		
City, State Zip: Rapid City, SD 57702		
Business Phone: 605-390-6137	Cell Phone: 605-39	0-6137
Email Address: emily@runcrazyhorse.co		
Dates Event Complex requested:		
Set up Date(s):	Hour(s):	
	Hour(s): ^{5a}	
Clean-up Date(s):	Hour(s):	
Approximate number of people who will	attend: 2000	
		Office use Only
I am applying to use the:	☐ Ticket Booth	Key#
(Please check property requested)	Main Grandstand Concession	Key#
	Crow's Nest Main Grandstand Restrooms	Key#
	VIP Grandstand	Key#
	Baseball Field(s)	Key#
	Baseball Field Restrooms	Key#
	Arena and Corral Areas	
	Venue Seating	
	Parking Lots	

Deauwoo	a Event Complex K	entarana Use	Agreement
	-Profit Private No	Ion-Profit Govern Guidelines and Information Sh	
Rental Fees:			
	Event Complex Facilities	Parking Lots	Baseball Fields
Duinneta	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
Private	\$300 / Day	\$200 / Day	\$100 / Day
Non Duefie	\$30 / Hr.	\$25 / Hr.	No charge
Non Profit	\$250 / Day	\$150 / Day	No charge
r D 6'4	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
For Profit	\$500 / Day	(\$500 / Day)	\$300 / Day
Government	No charge	No charge	No charge
Agencies	No charge	No charge	Nothinge
<u>ees</u>	~ \	efundable Deposits	
ees	<u>R</u>	efundable Deposits	
vent Complex Facilities	s 500	Key Deposit \$	
arking Lots	\$ Cleaning/Da	mage Deposit \$ _50	<u>00</u>
aseball Fields	\$		
otal Fees	\$ To	tal Deposits \$ 2.00	1000
lease write separate	checks to the City of Deadw		
rganization: WG			
ame: <u>Emily</u>	Wheeler	Title: <u>Race</u>	Director
ignature:	ly inheela	Date:	31/18
or Office Use Only:			ACCESSION DE L'ARTINICA DE
ate Fees Received:		Total(s):	
ty Representative:		Title:	

Date: __

Signature: __



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

Mickelson Trail Marathon

Instructions:

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

	MODERNIMINE PROPERTY	U sa	
Type of Event: ☑ Run ☑ Walk ☐ Bik ☐ Street Fair ☐ Triathlon ☐ Oth	e Tour Bike Race er	Parade	Concert
Event Title: Deadwood Mickelson Trail	Marathon, Half Marathon, 5	Person Marathon	Relay Fast 5K, Kids
Event Date(s): June 2/3rd 2018 (month, day, year)	<u>Total</u> Anticipated Att	endance: 4500	
:	(# of <u>Participants</u>		
Actual Event Hours: (from): Sat 11am Su): Sat and Sunday	, 3pm AM / PM
Location / Staging Area: Sherman Street	Lot		
Set up/assembly/construction Date: Frida	y June 1stStart T	ime: 9am	AM / PM
Please describe the scope of your setup / a	ssembly work (specific details)) :	
Set up finish chute with event barricade	es, Set up city tent, BHSU te	nt, porta pot delive	ery
Dismantle Date: June 3, 2018	Completion time:	5pm	AM / PM
List any street(s) requiring closure as a re-			
and time of re-opening:			
	·		
 Any request involving 25 or less moto Deadwood Street. 			
Any request involving 25-50 motor ve which will not require street closure.			
Any request involving 50 or more vehing Street and security must be provided			
APPLICANT AND SPO Commercial (for profit)	nsoring organiza		ATTIONS ercial (nonprofit)
Sponsoring Organization: WEM, Inc			
Chief Officer of Organization (NAME):	y Whe eler		
Applicant (NAME): Emily Wheeler	Business	Phone: (605) 39	90-6137
Address: 8510 Kings Court	Rapid Clty	SD	57702
Daytime phone: (605) 3996-6137	(city) Evening Phone: (605)	(state) 6137 Fax #: ((zip code)
Please list any professional event organize your behalf to produce this event.	•		uthorized to work on

Na	eme: _	<u> </u>				
Ac	idress:	· · · · · · · · · · · · · · · · · · ·				
			(city)		(state)	(zip code)
Contact pers	son "o	n site" day of event or facility use	Emily Wheeler	Pager/Cell	#:	390-6137
(Note: Thi	s pers	on must be in attendance for	the duration of the even	it and immediately	availabi	le to city officials)
REQUIRED		Attach a written communica applicant or professional eve		r this Special Event		
NO	YES					<u> </u>
Ū		Is your organization a "Tax i your IRS 501C Tax Exemption certifying your current tax ex	Letter to this Special E	vent Permit applic		
	V	Are admission, entry, vendor and provide amount(s).:	or participant fees requ	ired? If YES , pleas	e explain	the purpose
		Fees vary from \$10 to \$10	0 depending on event	. Fees are used	to produ	uce the even

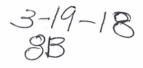
OVERVALL EVIENT DESCRIPTIONS ROJUTE MAYP / STITE DVAGRVAM / SAMITVATION

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

A Run/ Walk Staged on the Mickelson Trail with the finish line and spectator area in the Sherman Street Lot. Saturday, June 2nd will be the Fast 5K and Kids 1K from 11:30-3:30pm and Sunday, June 3rd will be the Marathon, Half Marathon, and 5 Person Marathon relay starting in Rochford at 8am

Hired buses will take runners from the Rodeo Grounds to the starts beginning at 5am on Sunday, June 3rd.

NOTICE OF PUBLIC HEARING FOR BEER FEST EVENT



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

Open Container:

Friday, April 20, 2018: Relaxation of Open Container Ordinance on Main Street from Tin Lizzies Gaming Resort to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 5:00 p.m. to 10:00 p.m.

Saturday, April 21, 2018: Relaxation of Open Container Ordinance on Main Street from Tin Lizzies Gaming Resort to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 5:00 p.m. to 10:00 p.m.

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

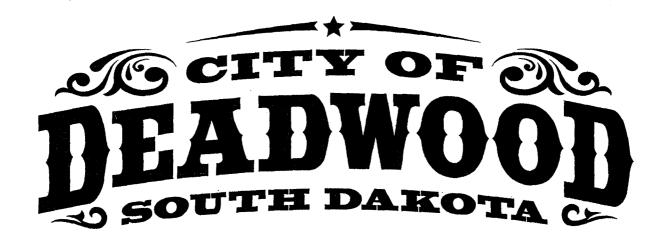
Dated this 5th day of March, 2018.

Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: March 8, 2018

For any public notice that is published one time:

Published once at the total approximate cost of .



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

Beer Pest APRIL 20-21

Instructions:

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

EVENT INFORMATION
Type of Event: ☐ Run ☐ Walk ☐ Bike Tour ☐ Bike Race ☐ Parade ☐ Concert ☐ Street Fair ☐ Triathlon ☐ Other
Event Title: Beekkest
Event Date(s):
Actual Event Hours: (from): 5-10 FRIDAY AM / PM (to): 10 AM / PM NOON-10 SAT Location / Staging Area: MAIN ST / ZONE 1 + Z
Set up/assembly/construction Date: FRI 4-20-18 Start Time: 5 AM PM
Please describe the scope of your setup / assembly work (specific details):
BEER/WINE TASTINGS
NO STREET CLOSURE REQUEST
Dismantle Date: Completion time: AM / PM List any street(s) requiring closure as a result of this event. Include <u>street name(s)</u> , <u>day</u> , <u>date</u> and <u>time</u> of closing and time of re-opening:
NONE ➤ Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street. ➤ Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure. ➤ Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to Shine Street and security must be provided at Shine Street and Main Street and Wall Street and Main Street to direct traffic.
APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) Noncommercial (nonprofit)
Sponsoring Organization: DEADWOOD CHAMBER OF COMMERCE
Chief Officer of Organization (NAME): LEE HARSTED
Applicant (NAME): SARAH ANDERSON Business Phone: (605) 578-1876
Address: <u>501 MAIN ST</u> DEADWOOD <u>50 57732</u> (city) (state) (zip code)
Daytime phone: (605) 578-1876 Evening Phone: (605) 863-1249 Fax #: (605) 578-2429
Please list any professional event organizer or event service provider hired by you that is authorized to work on

your behalf to produce this event.

Name: <u>l</u>	MAIN STREET INITIATIVE / REVITALIZATION PROMOTIONS
Address	
	(city) (state) (zip code)
·	on site" day of event or facility use LOUIE LALONDE Pager/Cell #: 580-1116 on must be in attendance for the duration of the event and immediately available to city officials)
REQUIRED:	Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.
	FEES / PROCEEDS / REPORTING
NO YES □ □	
	Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s).:
\$20 Z-1	DAY PASS
	OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION
	a detailed description of your proposed event. Include details regarding any components of your se of vehicles, animals, rides or any other pertinent information about the event:
EXCLUSIV	E TASTINGS AT PARTICIPATING LOCATIONS
AROUND	DEADWOOD
FRI 4-2	20 5-10pm
SAT 4-6	21 NOON-10pm
REQUEST	OPEN CONTAINER DURING-LAOSE TIMES ZONE 1+2
	ATION WILL BE AT DEADWOOD WELCOME CENTER
<u> </u>	500 passes.
*	

NOTICE OF PUBLIC HEARING FOR KOOL DEADWOOD NITES

3-19-18 8C

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

Relaxation of Open Container Ordinance Request:

Thursday, August 23, Friday, August 24, Saturday, August 25, 2018

Main Street from Tin Lizzies Gaming Resort to Masonic Temple, Broadway St from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 12:00 p.m. to 10:00 p.m.

Sunday, August 26, from noon to 3:00 p.m. for same area as August 23 through August 25, 2018.

Kool Deadwood Nites Street Closure Requests:

- Wednesday, August 22, 2018 from 2:00 p.m. Main St. from Wall to Deadwood Street for early set stage setup and to remain closed until 2:00 a.m. Sunday, August 26, 2018.
- Thursday, August 23, 2018 from 5:00 p.m. to 10:00 p.m. Siever Street for Sock Hop Parking
- Thursday, August 23, 2018 from 3:00 p.m. to 10:00 p.m. Main St. from Deadwood to Pine for overflow parking for Sock Hop.
- Friday, August 24, 2018 and Saturday, August 25, 2018 Main St. from Deadwood to Pine from 3:00 p.m. to 10:00 p.m.
- Sunday, August 26, 2018, Main Street from Tin Lizzies Gaming Resort to Pine Street from 8:00 a.m. to 3:00 p.m. for Parade and Show and Shine Parking

Permission to Waive Vending Fees

Request to waive vendor fees for the Deadwood Kool Nites events for Deadwood Chamber merchandise on Main Street, and Interpretive Lot on Thursday August 23 through Saturday August 25, 2018.

Waive vending fee for Napa at Lower Main St. on Thursday August 23 through Saturday August 25, 2018

Waive vending fee for non-profit (American Legion) at Interpretive Lot on Thursday August 23, 2018 from 4:00 p.m. to 10:00 p.m.

Use of Interpretive Lot at no Charge for Sock Hop and Classic Cars

Thursday, August 23 at 2:00 a.m. through 2:00 p.m. Sunday, August 26, 2018.

Use of Lower Main Lot at no Charge for Registration and Registered Cars Only

Thursday, August 23 at 8:00 a.m. through 10:00 p.m. Saturday, August 25, 2018.

Use of Event Complex

Request to waive user fees at the Event Complex for Kool Deadwood Nites events on Saturday August 25, 6:00 a.m. to 2:00 p.m. for car judging, and Sunday August 26, 2018 6:00 a.m. for parade lineup.

Request to Waive Banner Fee:

Request to waive Banner fees Thursday August 23 through Sunday August 26, 2018 for Kool Deadwood Nites, Directional and Chamber banners.

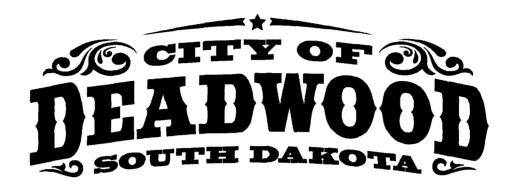
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 5th day of March, 2018.

CITY OF DEADWOOD

Please publish B.H. Pioneer: March 7, 2018 For any public notice that is published one time:

Published once at the total approximate cost of _____.



Event Complex Rental and Use Agreement

	KOOL DEF	DWOOD	NITES.	
Event: _			· · · · · · · · · · · · · · · · · · ·	
Date: 8 - 3	25-18			

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: KOOL DEADWOO	DO NIGHTS	
Contact Information:		
Name of Applicant: SARAH	ANDERSOU	
Business/Organization: _DEAOW	OOD CHAMBER	
Mailing Address: 501 MAIN	ST	
City, State Zip: DBAOWOOO,	Sp 57732	
Business Phone: <u>605-578-</u>	1876 Cell Phone:	605-863-1249
Email Address: Sarahadead	wood.org	
Dates Event Complex requested:		
Set up Date(s): 8-25-18	- 8-26-18 Ho	ur(s): 6Am - 2pm
Event Date(s): 8 - 25 - 18	8-26-18 Ho	ur(s): Gam - 10am
Clean-up Date(s): 8-26-16	3 Hor	ur(s): <u>IOAM</u>
Approximate number of people who w	rill attend:	
	•	Office use Only
I am applying to use the:	Ticket Booth	Key#
(Please check property requested)	Main Grandstand Conce	ession Key #
	Crow's Nest	Key#
	Main Grandstand Restro	
	☐ VIP Grandstand	Key#
	Baseball Field(s)	Key#
	Baseball Field Restroom	Key#
	Arena and Corral Areas	
	Venue Seating	
	Parking Lots	

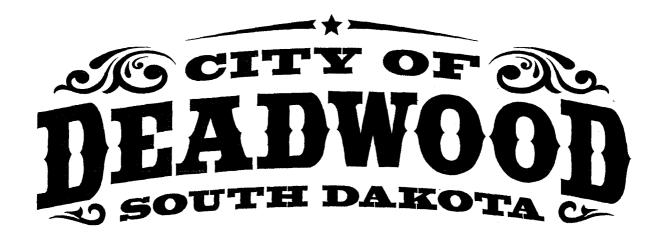
Deadwood Event Complex Rental and Use Agreement

Event Name: KOOL DEADWOOD NITES	
Compliance with Deadwood City Ordinances:	
Please review the City of Deadwood Ordinances located on the www.cityofdeadwood.com or by calling (605) 578-2082.	City of Deadwood website:
 Deadwood Codified Ordinance - Chapter 8.12 - Noise. violation of this ordinance could be grounds for refusing 	
2) Deadwood Codified Ordinance – Title 5 – Business Lice	nse. This ordinance may apply.
Additional contacts:	an vasarindan namarasangahirran mangangangan pengasa sa ini ini dalam mangan sali 1994 ni dan mangan dalam bangan dalam dalam sa melili 1992.
Names & contact number of event representatives or sub-cont	ractors (i.e. security, refuge, etc.):
Name: LEE HARSTED	Title: CHAMBER DIRECTOR
Phone: 605 - 920 - 0537	Representing: DEAD WOOD CHAMBER
Name: LARRY BENNET	Title: CAR COMMITTEE / JUDGE
Phone: 605-639-1334	,
Name: DAVE HALFENSTEIN	Title: CAR COMMITTEE JUDGE
Phone: <u>6320-444-1583</u>	Representing: DEADWOOD CHAMBER
Name:	Title:
Phone:	Representing:
Name:	Title:
Phone:	Representing:
Name:	Title:
Phone:	Representing:

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-	Profit	Non-Profit Govern		
	ories above defined in the Complex			
Rental Fees:				
	Event Complex Facilities	Parking Lots	Baseball Fields	
_	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.	
Private	\$300 / Day	\$200 / Day	\$100 / Day	
	\$30 / Hr.	\$25 / Hr.	No charge	
Non Profit	\$250 / Day	\$150 / Day	No charge	
	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.	
For Profit	\$500 / Day	\$500 / Day	\$300 / Day	
Government	Nachara	No shawas	No charge	
Agencies	No charge	No charge	No charge	
	Rental Fees subj Refundable): \$500 minimum (n Key Deposit (One Key or All K idelines for cancellation ar	o alcohol) or \$1,000 minimur (eys)(Refundable): \$100.00	m(serving alcohol)	
<u>Fees</u>	•	Refundable Deposits		
Event Complex Facilities	\$ 250	Key Deposit \$ 100		
Parking Lots	\$_300 Cleaning/Damage Deposit \$			
Baseball Fields	\$			
Total Fees	\$ 550 T	otal Deposits \$ 2000	<u>6</u> 00	
Please write separate or REQUEST TO WAIV	hecks to the City of Dead E FEES	wood (one check for event a	nd one check for deposits)	
Organization: THE	DEADWOOD CHE	AMBER		
Name: SARAH ANDERSON Title: EVENT COORDINATO			COORDINATOR	
Signature:			Date: <u>3-15-18</u>	
For Office Use Only:	namenta versasso de viste de a maciña dida ausmitida en en escritor i hantematili de diamentalidad.	संच्याच्याच्या व्यवस्थात् व्यवस्थात् वर्षाया व्यवस्थात् । स्याप्यस्थात् । स्याप्यस्थात् । स्याप्यस्थात् । स्या	कार पर ना वहार क्षारी कार कार महत्त्वकार को भारता है कार	
Date Fees Received:		Total(s):	Total(s):	
City Representative:		Title:	Title:	

Signature: _____ Date: _____



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

KOOL DEADWOOD NITES 2018

Instructions:

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

EVENT INFORMATION
Type of Event: Run Walk Bike Tour Bike Race Parade Concert Street Fair Triathlon Other CONCERTS / CAR SHOW
Event Title: KOOL DEADWOOD NITES
Event Date(s): 8-23-18 Total Anticipated Attendance: 20,000 (month, day, year) # of Spectators
Actual Event Hours: (from): 6 AM/ PM (to): AM (PM)
Location / Staging Area: MAIN ST / INFO CENTER / NEW WELCOME CENTER
Set up/assembly/construction Date: 8-22-18 Start Time: 2 AM PM
Please describe the scope of your setup / assembly work (specific details):
STREET CLOSURE FOR STAGE SET UP
Dismantle Date: 8-25-18 Completion time: 2 Am 8-26-18 AM / PM List any street(s) requiring closure as a result of this event. Include street name(s), day, date and time of closing and time of re-opening: (WALL-DEADWOOD 2pm 8-22 Hhru 2 Am 8-26 PINE-DEADWOOD 8-23, 24, 25 3pm-10pm > Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street. > Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure. > Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to Shine Street and security must be provided at Shine Street and Main Street and Main Street to direct traffic.
APPLICANT AND SPONSORING ORGANIZATION INFORMATION Commercial (for profit) Noncommercial (nonprofit)
Sponsoring Organization: THE DEADWOOD CHAMBER OF COMMERCE
Chief Officer of Organization (NAME): LEE HARSTED
Applicant (NAME): SARAH ANDERSON Business Phone: (605) 578-1876
Address: 501 MAIN ST DEADWOOD SD 5773Z (city) (state) (zip code)
Daytime phone: 605) 578-1876 Evening Phone: 605) 863-1249 Fax #: (605) 578-2429
Please list any professional event organizer or event service provider hired by you that is authorized to work on your behalf to produce this event.

KDN Street and Parking Lot Closures:

Request Street Closure Wednesday Aug 22nd at 2pm and to remain closed thru Aug 26th at 2am from Wall-Deadwood St. (For early stage set up and concerts) To include side Streets and one-way directional traffic from Wall to Four Aces.

Request to close Interpretive Lot Thursday Aug 23rd at 2am and to remain closed thru Sunday Aug 26th at 2pm for Sock Hop and Classic Car Parking. Request KDN signs to be put up starting Tuesday Aug 22nd.

Request Street Closure Siever St Thursday Aug 23rd 5-10pm for Sock Hop Parking.

Request a portion of Lower Main Parking lot closure Thursday 8am Aug 23rd thru Saturday 10pm Aug 25th for Registered Cars Only, to be determined by safety committee. Registration will once again be held at the New Visitor Center/Chamber offices.

Request Street Closure Thursday Aug 23rd 3-10pm Deadwood-Pine St for overflow Sock Hop Parking >

Request Street Closure Friday and Saturday Aug 24th & 25th from 3-10pm Deadwood − Pine (Seating) ✓

Request St Closure Sunday Aug 26th 8am-3pm Tin Lizzies to Pine for Parade and Show and Shine parking.

Request Open Container Thursday Aug 23rd Zone 1 & 2 from Noon-10pm /

Request Open Container Friday Aug 24th Zone 1 & 2 from Noon-10pm -

Request Open Container Saturday Aug 25th Zone 1 & 2 from Noon - 10pm /

Request Open container Sunday Aug 27th Zone 1 & 2 From Noon-10pm ✓

Request to waive Banner Fees for Event Sponsors, KDN Banners Directional Banners, and Chamber Banners.

Request to waive vending fees to sell KDN & Band Merchandise Thursday Aug 23rd, Friday Aug 24th and Saturday Aug 25th ✓

Request to waive vending Fees for American Legion to sell concessions during Sock Hop Thursday Aug 23rd.

Request to waiver vending fees for Napa Aug 23rd-26th / KDN Sponsor /

Request Police Escort Friday Aug 24th 10am for Rod Run/The Lodge.

Request Police Departments help with traffic flow during Judging at Event Complex/Highway on Sat Aug 25th 8am-Noon.

Request Police Escort Sun Aug 26th 9am for Parade.

STAFF REPORT PLANNING AND ZONING

3-19-18 10A

MARCH 19, 2018 Board of Adjustment

APPLICANT:

Gulches LLC

PO Box 588

Deadwood, SD 57732

PURPOSE:

To Create New Boundary Lines and Divide Property

GENERAL LOCATION: 225 Cliff Street

LEGAL DESCRIPTION: Tracts 3A and 4A of Deadwood Gulch Addition II; Consisting of Deadwood Gulch's of Fun Tract 1, Lot AB1 and Lot AB10, All located in the E1/2 of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota

FILE STATUS:

All legal obligations have been completed.

ZONE:

CH – Commercial Highway District

STAFF FINDINGS:

Surrounding Zoning:

North: CH – Commercial Highway

South: PF – Park Forest

East: R1 – Residential District

West: CH – Commercial Highway

Surrounding Land Uses:

Lodging and Gaming

Campground

Residential Housing

Lodging

SUMMARY OF REQUEST

The Final Plat of Tracts A3 and A4 of the Deadwood Gulch Addition II have been submitted to subdivide property. The property is located on Cliff Street.

FACTUAL INFORMATION

1. The property is currently zoned CH – Commercial Highway District

Deadwood Gulch Addition II 225 Cliff Street March 19, 2018

- 2. Tract A3 is comprised of 3.197 Acres±. Tract A4 is comprised of 2.850 Acres±.
- 3. The subject property is located within the tourist service designation.
- 4. The property is not located within a flood zone or flood hazard zone.
- 5. Public facilities are available to serve the property.
- 6. The area is currently characterized by open space and various commercial businesses.

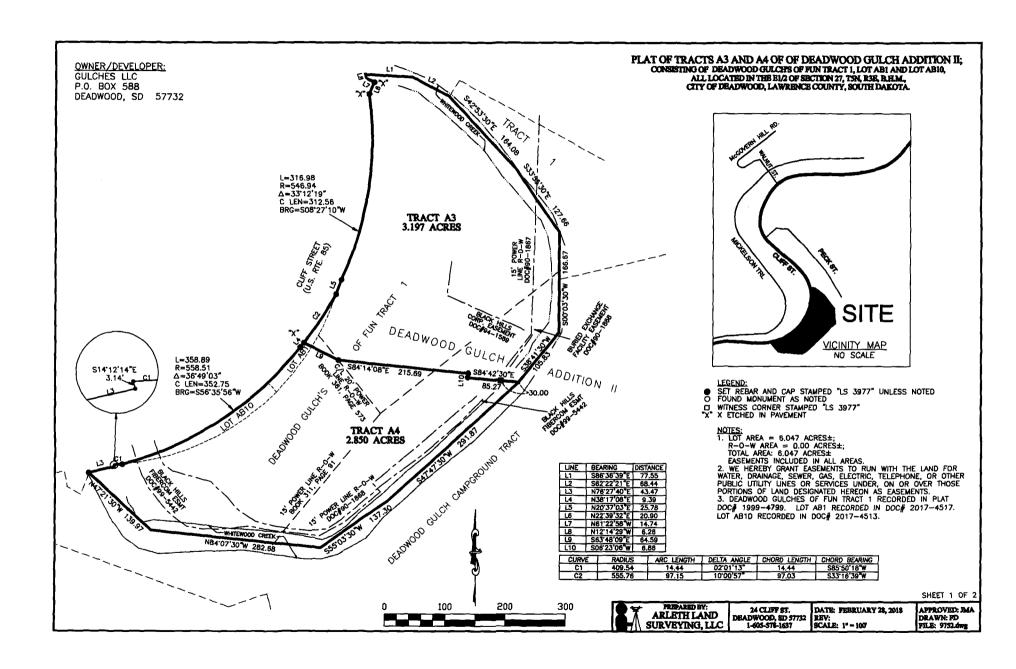
STAFF DISCUSSION

The subject property is currently occupied by the Comfort Inn and vacant lands. The tracts meet the area and bulk requirements for square footage.

- 1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
- 2. Land is identified with a new legal description for the transfer of the land.
- 3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
- 4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
- 5. The street bounding the lot is shown and named.
- 6. All certifications are indicated and correct on the plat.
- 7. Dimensions, angles and bearings are shown along the lot lines.
- 8. Scale of the plat is shown and accompanied with a bar scale.

ACTION REQUIRED:

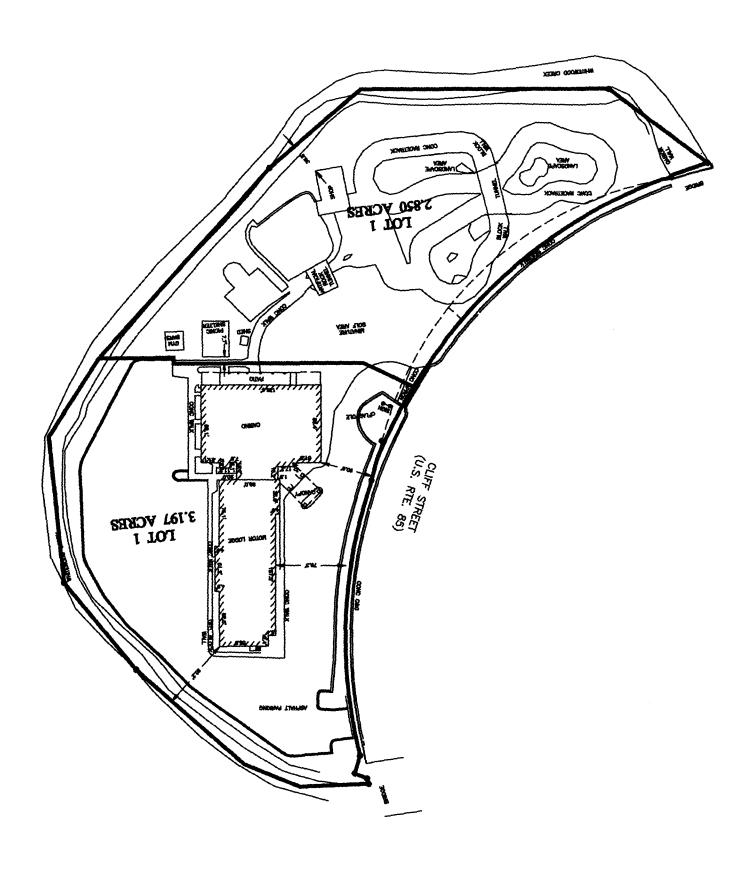
- 1. Approved by Deadwood Planning and Zoning Commission on 3/7/18.
- 2. Approval / denial by Deadwood Board of Adjustment.



PLAT OF TRACTS A3 AND A4 OF OF DEADWOOD GULCH ADDITION II; CONSISTING OF DRADWOOD GULCHS OF FUN TRACT 1, LOT ABI AND LOT ABIO, ALL LOCATED IN THE BIZ OF SECTION 27, TSN, R3E, R.H.M., CITY OF DRADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA. SURVEYOR'S CERTIFICATE STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE I, JOHN M. ARLETH, 24 CLIFF STREET, DEADWOOD, SD, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS DAY OF . 20

71110 111107111 01	
JOHN M. ARLETH, R.L.S. 3977	APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THISDAY OF
OWNER'S CERTIFICATE STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE	CITY PLANNER CHAIRMAN
WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS. OWNER:ADDRESS:	APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, S.D. DATED THISDAY OF, 20
ACKNOWLEDGMENT OF OWNER STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE ON THISDAY OF, 20, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED	ATTEST:
KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE. MY COMMISSION EXPIRES: NOTARY PUBLIC:	OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED THISDAY OF
CERTIFICATE OF COUNTY TREASURER STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THATTAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN	LAWRENCE COUNTY DIRECTOR OF EQUALIZATION
PAID. DATED THISDAY OF LAWRENCE COUNTY TREASURER:	OFFICE OF THE REGISTER OF DEEDS STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE FILED FOR RECORD THIS
APPROVAL OF HIGHWAY AUTHORITY STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.	FEE:\$
HIGHWAY AUTHORITY:	LAWRENCE COUNTY REGISTER OF DEEDS SHEET 2 C
	T ANT PARTY AND STOCKED IN DELICATION OF THE PROPERTY SO, AND THE PROPER

OF 2 ЛΑ ARLETH LAND DBADWOOD, 8D 57732 REV: 1-605-578-1637 SCALE: 1"-100" DRAWN: PD FILE: 9752.dwg



City of Deadwood Attn: Ron Green 62 ½ Dunlap Deadwood, SD 57732

2/28/18

To whom it may concern:

We are quoting for the spraying of trees for the mountain pine beetle, the same as the last few years:

Mt Moriah \$9000.00 728 trees

St. Ambrose \$1668.00 139 trees

Please contact us if you have any questions. 605-578-1700 or dakotatree@gwestoffice.net Thank you!

Best regards,

Lonny & Barb Koster

Dakota Tree Spraying & Services

City of Deadwood

Furnish Pay-and-Display Multi-space Meters

3-19-18 100 Page 1-3/9/2018

Prepared For: Contact

City of Deadwood

Company

Tom Kruzel

Address

City of Deadwood 102 Sherman St. Deadwood, SD 57732

Address Phone

(605) 645-8447

Email

tomk@cityofdeadwood.com

Revision

AMANO

Amano McGann, Inc.

2695 Patton Road Roseville, Minnesota 55113 Tel: 612-524-6325 Fax: 612-524-6327

www.amanomcgann.com

MODEL QTY DESCRIPTION

1

1

1

1

AMI MULTI SPACE METER - POWERED BY METRIC

APM-1650/A987 1 APM-120670

SPRITE - AC Mains Base Unit PowerSonic AC Mains 12V Battery

APM-120270

5.7" QVGA Mono Sprite Display 1

APM-101070

1 CDMA Modem (Please specifiy if GSM is preferred)

APM-110870 APM-120570

Coin Payment Sprite- with vault Bill Payment Sprite- with vault

Credit Card Payment

APM-101970

APM-DELIVERY

Meter Shipment - US Domestic ONLY

MSM Training

ASLAN Webinar Training 1

APM-PSS-120

1

APM-PSS-121

Maintenance and Repair Webinar Training

MSM Supplies

Ticket Rolls - Pay and Display

APM-3112TPP APM-CRCC

5 (40 Pack) Card Reader Cleaning Card (15 Pack) Thermal Printer Cleaning Card 1

APM-TPCC APM-BACC

(15 Pack) Bill Acceptor Cleaning Card

APM-CSWAB 1

(50 Pack) Cleaning Swabs

MSM ASLAN Back-Office Software, Credit Card Gateway and Airtime Services

APM-2001MA

1 ASLAN Set Up License Fee

APM-2030MASR

12 webASLAN Hosting SaaS - monthly per meter charge Credit Call Merchant Fee - monthly per meter charge

APM-2035MASR APM-2052SR

12 12 KORE Network CDMA 10mb - monthly per meter charge

1

BASE SYSTEM TOTAL: \$

EACH: \$

15,633.00

11,918.00

OPTION ONE - ADD ADDITIONAL SPRITE MULTI-SPACE METERS

MODEL

QTY DESCRIPTION

APM-1650/A987

AMI MULTI SPACE METER - POWERED BY METRIC SPRITE - AC Mains Base Unit 1

APM-120670

PowerSonic AC Mains 12V Battery 1 5.7" QVGA Mono Sprite Display

APM-120270

APM-101070 APM-110870

CDMA Modem 1 Coin Payment Sprite- with vault 1

APM-120570 APM-101970

1 Bill Payment Sprite- with yault Credit Card Payment Meter Shipment - US Domestic ONLY

APM-DELIVERY

MSM Supplies

1

12

Ticket Rolls - Pay and Display MSM ASLAN Back-Office Software, Credit Card Gateway and Airtime Services

APM-2030MASR APM-2035MASR

APM-2052SR

12 webASLAN Hosting SaaS - monthly per meter charge Credit Call Merchant Fee - monthly per meter charge

KORE Network CDMA 10mb - monthly per meter charge

APM-3112TPP 5

City of Deadwood

Furnish Pay-and-Display Multi-space Meters

QUOTE

Page 2 - 3/9/2018

OPTION TWO - ADD SPARE BILL VAULT

APM-110871

Coin Vault Sprite - for BNA configuration

EACH: \$

387.50

OPTION THREE - ADD SPARE COIN VAULT

APM-120571 1 Bill Vault Sprite- 1,000 note

EACH: \$ 287

287.50

TERMS & CONDITIONS

DISCLAIMERS

- 1. Amano McGann assumes that all existing electrical conduit, power cabling, inductive loops, and data cable are serviceable and sufficient for a completely operational system. This quotation does not include supply nor the installation of the aforementioned items.
- 2. Each meter requires an annual subscription fee to cover the hosted software, Credit Call merchant fee, and cellular communications. The first year's fees are included in this proposal. The \$720/meter annual fee will be billed annually.

PROVIDED BY OTHERS (EXISTING MAY BE SUFFICIENT)

- 1. Power circuits and wiring provided to traffic islands in accordance with Amano McGann specifications and layout drawings.
- 2. Concrete traffic islands in accordance with Amano McGann layout drawings
- 3. Traffic safety bollards in accordance with Amano McGann layout drawings.
- 4. Merchant account with a Credit Card Processor (Clearing House) required for credit card transactions.

INSTALLATION

NOT INCLUDED

PRODUCT DELIVERY

- 1. Estimated eight to ten week lead time (after down payment is received) for product delivery from Amano factory and 3rd party vendors.
- 2. Upon delivery and receipt of materials, property owner must provide a secure storage area for said materials throughout duration of the installation.

CHANGE ORDERS

Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by both Buyer and Amano McGann, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract.

CANCELLATION & RETURNS

Customer may not cancel the accepted, executed quotation/contract without the written consent of Amano McGann. If Amano McGann approves a cancellation or return, Customer agrees to pay a minimum 25% cancellation/restocking charge. All sales involving customized products are non-cancelable and are final.

BONDING, INSURANCE & LIQUIDATED DAMAGES

- 1. Any bonding requirements are not included in this quotation and shall be provided at an additional charge based upon scope.
- 2. Any insurance requirements outside of standard coverage's carried by Amano McGann are not included in this quotation and shall be provided at an additional charge based upon additional requirements and term of coverage.
- 3. Liquidated damages are not included in this quotation.

WARRANTY

One year parts and labor, not including drivetime and mileage, for defects in materials or manufacture from date of delivery to ownership's property. Warranty does not cover damage or malfunctions resulting from acts of God, collision, vandalism, misuse, electrical surges or power failure, use of non-manufacturer approved suppli

PAYMENT TERMS

One-half down payment due upon acceptance of quotation.

Remainder to be invoiced upon shipment of equipment - net 10 days.

Products are ordered upon receipt of one-haf deposit payment.

Cancellation of contract or P.O. prior to on-site delivery results in a 25% restocking charge.

QUOTATION VALIDITY

This quotation is valid for 60 days. If the quote is accepted after the expiration date, Amano McGann will issue a revised quote

City of Deadwood Furnish Pay-and-Display Multi-space Mete	QUOTE Page 3 - 3/9/2018
ACCEPTANCE The prices, deliverables, specifications and conditions are	satisfactory and are hereby accepted. Amano McGann is authorized to perform the work as specified.
To Initiate the ordering process, Please sign below and sca	an/email to nick.colianni@amanomcgann.com or fax to 612-524-6327.
PROPOSED BY:	ACCEPTED BY:
Nick Colianni Sales Executive	Name:
3/9/2018	Company Name:
	Title:
	Date:
	BASE SYSTEM TOTAL: \$ 15,633.00
	OPTION ONE - ADD ADDITIONAL SPRITE MULTI-SPACE METERS (indicate qty if desired) OPTION ONE - ADD SPARE BILL VAULT (indicate qty if desired) OPTION ONE - ADD SPARE COIN VAULT (indicate qty if desired)

Signature: _____

Amano MSM Sprite

Multi-Space Meter









The Amano MSM Sprite terminal powered by Metric answers the needs of the market today and well into the future. This all-new parking terminal has been completely reimagined, combining enhanced functionality with a sleek design. The terminal offers greater security, enhanced power management, a rotatable solar panel and a customizable keypad.

The Sprite offers the latest EMV/PCI compliant payment options, Chip & Pin, Chip & Contactless and Contactless Only – which supports mobile contactless payment technology including Apple Pay®. The new terminal can also accept coins, bills, smart cards and coupons. In addition, the Sprite tariff engine supports real-time dynamic tariff configurations, allowing the operator to structure pricing based on demand and capacity.

Communicating with the Sprite terminal is simple with our user-friendly, back-office system allowing for:

- · Real-Time Transactions
- · Remote Management
- · Tariff Updates
- · Time Synchronization
- Function Updates

Key Features

- · Pay & Display Parking
- · Pay-by-Space Parking
- · Pay-by-Plate Parking
- · Gated Parking
- LPR Integrated Payments
- · Transit Ticketing Solutions

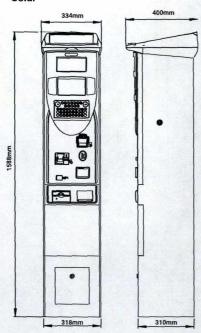
AMANO MSM
powered by metric ()

METRIC Sprite

Multi-Space Terminal

331mm Mains 318mm 310mm

Solar



Manufactured by Metric Parking in an ISO 9001:2008 registered facility. Specifications are approximate and are subject to change without notice.

SPECIFICATIONS

COMPLIANCE

PCI PA-DSS (Payment Application Data Security Standard) compliant

ELECTRICAL

110v AC or 220/240v AC single phase Power Supply:

Street lighting supply, stand-alone battery operation and solar power with battery backup

Operating Voltage:

Solar charged model supplied with 55Ah battery Solar Power:

Hybrid Dual Power: Solar + AC Mains electricity

55Ah battery supplied for solar operation **Battery Power:**

38 Ah battery supplied for AC operation

ENVIRONMENT

90%+ recyclable ROHS compliant, WEEE applicable, CE mark

Operating -13°F to 140°F (-25°C to +60°C) Temperature:

Humidity: Up to 95% (non-condensing)

HOUSING

Height:	59.09" (1501mm)
Width:	12.72" (318mm)
Depth:	12.20" (310mm)
Woight:	Approximately 217 lbs (QR 4 kg)

Weight: Approximately 217 lbs. (98.4 kg) Construction: Welded reinforced treated steel

Cabinet Finish: Standard color: Black. Optional colors: Green, Grey, Blue, Red and custom colors available

Display: 5.7" SD mono screen

5.7" SD color screen 7" HD color screen

8.4" HD color touch screen (mains only)

PAYMENT SYSTEMS

Coins, bills, chip & pin, credit/debit cards, tokens, contactless credit cards, contactless smart cards

15 channel coin validator, multi-currency capacity Coin Acceptance: Coin Box: 4,500 coin capacity (US quarters), self-locking,

Bill Validator: Up to 16 currency values in 64 international banknotes 6 litre coin box/5 litre with banknote acceptor Cash Vault: Banknote Acceptor 600 or 1,000 capacity

TICKETS

Ticket Capacity: 4,000 ticket capacity, 5,500 with ECO paper Ticket Printing: Thermal 8 dots/mm graphic printing Ticket Size: Single ticket - 2.36"W x 2.36"L (60 mm x 60 mm)

SCANNER

Barcode scanner (coupons, event prepay)

SECURITY

Electronic locking

HEATER (Mains electrical only)

Standard - thermostatically controlled, optional vault area heater

Amano Mi-Office

Comprehensive Back Office





Mi-Office enables centralized remote management of parking pay stations, accessible from any web enabled device. Amano's reporting technology provides information vital to maximizing revenue, controlling costs and efficient deployment of personnel.

TWO-WAY COMMUNICATION

Two-way communication between Mi-Office and parking pay stations allows the operator complete management of their machine stock over 3G, GPRS, LAN and 4G networks. Information transmitted includes:

- · all operational warnings and machine alarms
- · details of low ticket stock
- · coin box status
- · comprehensive log of all transaction data

LIVE DASHBOARD

Mi-Office presents a live interactive dashboard for instant visibility of revenue data, machine status and performance notifications with a clear graphical display of parking terminal data. The dashboard is user-configurable to show key snapshot reports.

DYNAMIC REPORTING

Quickly and easily generate reports and graphs and export to CSV, HTML or PDF format. Users can filter by multiple parameters to generate custom reports.

HOSTING FLEXIBILITY

Choose hosting by Amano, or by the customer. Whichever hosting option you select, Mi-Office is always accessible via a web browser anytime, anywhere.



AMANO Mi-Office

Comprehensive Back Office



Instant visibility of your parking terminals

Amano Hosted Service













3G/4G

Hosting Site

Internet

Web Browser

Customer Hosted









Local Service



Internet





Web Browser



An Agreement Between Owner and Structural Engineer of Record for Professional Services

3-19-18

3202 W. Main Street, Suite C Rapid City, SD 57702

Date: March 9, 2018

Structural Engineer (SER):

Client:

Albertson Engineering, Inc. 3202 West Main, Suite C Rapid City, SD 57702

City of Deadwood 108 Sherman Street Deadwood, SD 57735 Attn: Kevin Kuchenbecker

Project Name: Retaining Wall Replacement/Repair

Project Location: Deadwood, South Dakota

SER Project #: 2018-083

PROJECT DESCRIPTION

Design of retaining wall replacements and/or repairs at several locations to be determined by Historic Preservation Officer and Building Official for the City of Deadwood.

SCOPE OF SERVICES

The Structural Engineering Services to be provided are described in the Summary of Services (Exhibit A) and Terms and Conditions (Exhibit B). Included Additional Services (Exhibit B, Paragraph 3.1.1 and 3.1.2) are specifically noted in Exhibit A. This agreement does not include services for Project Peer Review, Special Inspections, or Fast Track Design and Construction.

ENGINEERING CHARGES

Compensation for our services shall be:

Services are to be billed at the SER's current standard hourly rate not to exceed Sixty Thousand dollars (\$70,000.00).

The SER's current standard hourly rate schedule is:

Principal Engineer: \$145/hour
Project Engineer II: \$120/hour
EIT: \$90/hour
Drafting: \$60/hour
Clerical: \$50/hour

The engineering charges stated above shall be subject to renegotiation if the project becomes a Fast Track Project.

REIMBURSABLE EXPENSES

Reimbursable expenses (e.g., mileage, postage, copying) as described in the Terms and Conditions shall be billed as a multiple of 1.0 times the cost incurred plus any applicable taxes. Subconsultant expenses shall be billed as a multiple of 1.15 times the cost incurred plus any applicable taxes.

ADDITIONAL PROVISIONS

This Agreement, and Exhibits A & B hereto, constitute the entire agreement between the parties. The SER will begin services upon receipt of a signed contract.

This agreement will expire if not signed within 1 month of the agreement date.

AUTHORIZED ACCEPTANCE

by Structural Engineer of Record (SER)	by Owner
772 to	
Signature	Signature
Mike Albertson, President	
Print Name and Title	Print Name and Title
3/9/18	
Date	Date



An Agreement Between Owner and Structural Engineer of Record for Professional Services©



Prepared by the Council of American Structural Engineers (CASE Document 2-1996)

EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the letter of agreement dated March 9, 2018 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

The services of the Structural Engineer of Record for this proposal may include those summarized below. See Exhibit B - Terms and Conditions - for further details.

В	asic Services	Included	Not Included	Remarks
PR	OJECT DEVELOPMENT PHASE	×		
١.	Define Scope of Structural Services	^		
2.	Assist in Development of Schedule	x		,
3.	Assist in Determining Channels of Communication	x		
4.	Assist in Determining Number of Meetings and Number of Site Visits			
cc	ONTRACT DOCUMENTS PHASE	×		
١.	Prepare Structural Design of Primary Structural System			
2.	Designate Elements to be designed by Specialty Engineers, and Specify Structural Criteria for Specialty Engineers Design of Pre-Engineered Structural Elements.	×		
3.	Review Effect of Secondary or Non-Structural Elements Attached to Primary Structural System	x		
4.	Attend Meetings	X		
5.	Assist in Coordination with Building Code Officials	x		,

Ba	sic Services (continued)	Included	Not Included	Remarks
	Complete Structural Calculations	x		
7.	Complete Structural Drawings	×		
3.	Prepare or Edit Specifications for the Primary Structural System (on drawings)	x		
) .	Assist in Establishing Testing and Inspection Requirements	x		
10.	Perform Checking and Coordination of the Structural Documents	x		
co	NSTRUCTION ADMINISTRATION PHASE Bidding and Award	x		
	a. Assist Evaluating Bidder's Qualifications			
	b. Provide Structural Addenda and Clarifications	×		
	c. Assist in Bid Evaluation	×		
Σ.	Pre-Construction Services a. Attend Meetings	x		
	b. Assist in Establishing Communications Procedures	x		
	c. Assist in Establishing Procedures for Testing and Inspections	×		
	d. Assist in Confirming Submittal Procedures	×		
	e. Assist in Selection of Testing Agency	x		
	f. Advise Client and Contractor Which Structural Elements Require Construction Observation by SER	x		

B	asic Services (continued)	Included	Included	Remarks
	g. Respond to Building Department and Peer Reviewer Comments	x		
3.	Submittal Review a. Review Specified Submittals for Items Designed by SER b. Review Submittals for Pre-Engineered Structural Elements	x		
4.	Site Visits a. Make Site Visits at Intervals Appropriate to the Stage of Construction b. Prepare Site Visit Reports	×		
5.	Materials Testing and Inspection a. Review Testing and Inspection Reports b. Initiate Appropriate Action to Those Reports, if required	×		

ADDITIONAL SERVICES

1. Prepare and/or process typical construction administration items such as pay requests, requests for information, change orders, substantial completion.



An Agreement Between Owner and Structural Engineer of Record for Professional Services©

Prepared by the Council of American Structural Engineers (CASE Document 2-1996)

EXHIBIT B - Terms and Conditions

This is an exhibit attached to and made a part of the agreement dated March 9, 2018 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

Section I - General

1.1 This Agreement

- 1.1.1 These Terms and Conditions, along with the Agreement, and Exhibit A - Summary of Services, form the Agreement as if they were part of one and the same document. Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of the Structural Engineer of Record (SER).
- 1.1.2 The Agreement and Exhibit A may limit or negate the applicability of these Terms and Conditions. Such limitation shall take precedence over provisions of this Exhibit.

1.2 General Obligations of the SER and the Owner

- 1.2.1 Albertson Engineering Inc., hereinafter referred to as the Structural Engineer of Record (SER), shall perform those professional structural engineering services as specified in Exhibit A and detailed in these Terms and Conditions. In rendering these services, the SER shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered.
- 1.2.2 The Owner shall verify that the contemplated project will be financed adequately, including provisions for contingencies, to accomplish the stated and desired goals and commitments.
- 1.2.3 The Owner shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the contract documents phase.
- 1.2.4 The SER shall recommend that the Owner obtain those geotechnical investigations, property surveys, reports and other data necessary for performance of the SER's services. Those services may be provided under this contract if requested by owner.

- 1.2.5 The SER shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project.
- 1.2.6 The Owner shall provide to the SER reports of geotechnical investigations, property surveys, and other reports and data requested, if available, as well as any previous reports or other data relative to the Project.

1.3 Definitions

- 1.3.1 Primary Structural System is the completed combination of elements, which serve to support the self weight, the applicable live load (which is based upon the occupancy and use of the spaces), the environmental loads such as wind and thermal, plus the seismic loading.
- 1.3.2 Pre-Engineered Structural Elements are structural elements, which are specified by the SER but may be designed by a Specialty Engineer. These elements are normally fabricated off-site, may require specialized equipment not usually available at the job site or could require a proprietary process. The SER shall specify the design criteria including the incorporation of the Pre-Engineered Structural Elements into the structure.

Examples of Pre-Engineered Structural Elements may include but are not limited to:

- a. Open web steel joists and joist girders.
- b. Wood trusses.
- c. Combination wood and metal, and plywood joists.
- d. Precast concrete elements.
- e. Prefabricated wood or metal buildings.
- f. Tilt-up concrete panel reinforcement and hardware required for lifting to position.
- 1.3.3 Specialty Engineer is an engineer who is legally responsible for sealing plans and designs for Pre-Engineered Structural Elements, which become part of the building. The Specialty Engineer is usually retained by a supplier or subcontractor who is responsible for the design, fabrication and (sometimes) installation of engineered elements.
- 1.3.4 Secondary Structural Elements are elements that are structurally significant for the function they serve but do not contribute to the strength or stability of the primary structure designed.
- 1.3.5 Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals and lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional services sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.
- 1.3.6 Fast Track Projects are projects in which any portion of the contract drawings are released for

pricing/ bid/fabrication, or are submitted for building permit prior to such issuance of full design team documents.

Section 2 - Basic Services

2.1 General

- 2.1.1 The Basic Services of the SER shall include the analysis of, design of, preparation of drawings and specifications for; review of structural submittals related to; and construction observation of the Primary Structural System, as designated in Exhibit A
- 2.1.2 Provide Structural criteria for Pre-Engineered Structural Elements, if required by Exhibit A. This includes the type of element, position within the structure, connection to the Primary Structural System, the loading and deflection criteria, and the required shop drawing and calculation submittal requirements
- 2.1.3 Review the effect of Secondary elements on the Primary Structural System and design the Primary Structural System to accept and support such items. The contract documents shall provide information regarding the supporting capability and physical attachment limitations of the Primary Structural System.

2.1.4 Submittal Review:

Review specified Submittals pertaining to items designed by the SER. Determine whether Submittals have received prior approvals as required by the Contract Documents. Review of Submittals shall be for general conformance with the information given and design concept expressed in the Structural Contract Documents.

Review submittals pertaining to Pre-Engineered Structural Elements specified by the SER and designed by Specialty Engineers. Determine whether Submittals have received prior approvals as required by the Contract Documents. Determine whether Submittals bear the signature and professional seal of the Specialty Engineer responsible for the design as required by the Contract Documents. Review of Pre-Engineered Structural Elements shall be for type, position, and connection to other elements within the Primary Structural System, and for criteria and loads used for their design. Review shall include determination that structural elements necessary for a stable structure will be provided.

2.1.5 Construction Observation:

Make site visits at intervals appropriate to the stage of construction and as defined by the Contract to observe and become generally familiar with the quality and the progress of the construction work relative to the Primary Structural System.

Prepare construction observation reports.

Section 3 - Additional Services

3.1 General

- 3.1.1 Services beyond those outlined under Basic Services may be requested. These services may be provided by the SER under terms mutually agreed upon by the Client and the SER.
- 3.1.2 Special Services are services that may or may not be foreseen at the beginning of design stages, and are not normally included as Basic Services. Examples include, but are not limited to:
 - 1) Tenant-related design services.
 - 2) Services related to special dynamic analyses such as spectrum or time-history response to seismic forces, or floor-response analysis for footfall or vibratory equipment.
 - 3) Services related to special wind analyses, such as wind-tunnel tests, etc.
 - 4) Services related to "seismic risk" analysis.
 - 5) Studies of various schemes to accommodate special energy requirements.
 - Services connected with the preparation of documents for alternate bids or for segregated contracts for phased or fast track construction.
 - 7) Continuous and/or detailed inspections of construction.
 - Design or field observations of shoring and bracing for excavations and buildings, or underpinning of adjacent structures.
 - 9) Design or review related to contractor's construction related equipment, e.g., cranes, hoists, etc.
 - 10) Design of swimming pools.
 - 11) Design for future expansion.
 - Filing application for and obtaining a building permit.
 - 13) Preparation of "as-built" or record set of drawings.
 - Preparation of shop or fabrication drawings, for example, tilt-up wall panel drawings, reinforcing and structural steel detailing, etc.
 - 15) Review and determination of structural fire resistance requirements.
 - 16) Providing construction observations in excess of those required determining if construction is in general conformance with the structural portions of the construction documents.

3.1.3 Extra Services - These are services that arise as a result of unforeseen circumstances during the design or construction process.

Examples include, but are not limited to:

- Services resulting from changes in scope or magnitude of the project as described and agreed to under the Basic Services Agreement.
- Services resulting from changes necessary because of a construction cost over-run, which is outside the control of the SER.
- Services resulting from revisions, which are inconsistent with approvals or instructions previously given by the Client.
- Services resulting from revisions due to the enactment or revision of codes, laws, or regulations subsequent to the start of preparation of construction documents.
- 5) Services resulting from Change Orders.
- 6) Services resulting from corrections or revisions required because of errors or omissions in construction by the building contractor or in design by consultants other than the SER.
- Services resulting from construction procedures over which the SER has no control.
- 8) Services due to extended design or construction time schedules.
- Services, including assisting in preparation for litigation or arbitration as witnesses or consultants, in connection with any public hearing, arbitration, or legal proceedings with respect to the project.
- Services resulting from damage, as the result of fires, man made disasters, or acts of God.
- Review and design of alternate or substitute systems.
- Review of additional shop drawing submittals when occasioned by improper or incomplete submittals.
- 13) Attendance at construction progress meetings.
- 14) Overtime work required by the Contractor.
- 15) Services rendered for special foundations when the discovery of poor soil conditions is made after execution of this Agreement. Examples include, but are not limited to: deep foundations, mat footings, structural grade slabs, and grade beams.

Section 4 - Fees and Payments

4.1 Fees and Other Compensation

4.1.1 Fees for Basic Services, Additional Services and Compensation for Reimbursable Expenses are set forth in the Letter Agreement.

4.2 Payments on Account

- 4.2.1 Invoices for the SER's services shall be submitted, at the SER's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.
- 4.2.2 Retainers, if applicable to this Project, shall be credited to the final invoice(s).
- 4.2.3 Any inquiry or questions concerning the substance or content of an invoice shall be made to the SER in writing within 10 days of receipt of the invoice. A failure to notify the SER within this period shall constitute acknowledgement that the service has been provided.

4.3 Late Payments

- 4.3.1 A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees.
- 4.3.2 In the event that any portion of an account remains unpaid 30 days after billing, the SER may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, suspend or terminate the performance of all services.

Section 5 - Insurance, Indemnifications & Risk Allocation

5.1 Insurance

- 5.1.1 The SER shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect the SER from claims for negligence, bodily, injury, death, or property damage which may arise out of the performance of the SER's services under this Agreement, and from claims under the Workers' Compensation Acts. The SER shall, if requested in writing, issue certificate confirming such insurance to the Owner.
- 5.1.2 Albertson Engineering Inc. shall maintain professional liability insurance coverages with limits no less than \$1,000,000 per claim, \$1,000,000 aggregate. The policy's retroactive date must be not later than the date that Professional Services commenced under the terms of this contract and Albertson Engineering Inc. must continue cover coverage for a period of not less than two years

after all Professional Services under the terms of this contract are completed.

5.2 Indemnifications

- 5.2.1 The Owner shall indemnify and hold harmless the SER and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense are caused in whole or in part by the negligent act or omission and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except the SER) or anyone for whose acts any of them may be liable.
- 5.2.2 The SER shall indemnify and hold harmless the Owner and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omission by the SER in performance of its services under this Agreement.

Section 6 - Miscellaneous Provisions

6.1 Reuse of Documents

6.1.1 All documents including calculations, computer files, drawings, and specifications prepared by the SER pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this project. They are and shall remain the property of the SER. Any reuse without written approval or adaptation by the SER is prohibited.

6.2 Opinion of Probable Construction Costs

6.2.1 The SER's opinion of probable construction costs, if rendered as a service under this Agreement, Is based on assumed labor costs and approximates quantities of material and equipment, and therefore is of a conditional character. The SER cannot guarantee the cost of work to be performed by others since market or bidding conditions can changes at any time and changes in the scope or quality of the Project may affect estimates.

6.3 Hidden Conditions

6.3.1 A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the SER shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or

correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.

6.4 Termination, Successors and Assigns

- 6.4.1 This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- 6.4.2 The Owner and the SER each binds himself or herself, partners, successors, executors, administrators, assigns and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.
- 6.4.3 Neither the Owner nor the SER shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the SER from employing such independent consultants. associates and subcontractors, as he or she may deem appropriate to assist in the performance of services hereunder.

6.5 Disputes Resolution

6.5.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s). TALLORASS LANDSCAPE ARCHITECTURE, LLC

7978 108 25138 Little Italy Road Custer, SD 57730 605.517.1899 605.440.2254

<u>info@tallgrasslandscapearchitecture.com</u> www.tallgrasslandscapearchitecture.com

MProposal for Services

Project: Whitewood Creek Improvements, Phase 3 Cleanup and Erosion Control

City of Deadwood, South Dakota

Date:

March 5, 2018

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

Bob,

Thank you for asking Tallgrass Landscape Architecture to submit this proposal to continue to develop rehabilitation and restoration plans for Whitewood Creek. As always, we very much appreciate our working relationship with Deadwood!

This project is the third phase in improving Whitewood Creek throughout Deadwood, and is focused on the creek behind the Comfort Inn and Suites. Phase 3 will continue to restore the creek habitat, decrease erosion and sedimentation, and enhance the riparian plant communities while cleaning up overgrowth and dead plants.

The scope of work will generally be to conduct a careful review of the existing conditions, design bank stabilization and erosion control, planting, and direct plant and refuse removal. The goals of this section are to: remove, replace, or screen unsightly storm sewer pipes and decrease the erosion damage they are causing to the riverbank, provide general cleanup of human debris and waste and dead vegetation, and address other eroded areas. Stream bed and bank alterations may be part of this section. Tallgrass Landscape Architecture shall retain the services of Advances Engineering and Environmental Service, LLC (AE2S) to address storm sewer issues and provide design support for the more complicated bank stabilization areas. USACE permitting documents are included in the scope of services.

We propose to provide landscape architecture and subcontracted civil engineering services that will include storm sewer design, rehabilitation (clean up) design, restoration (planting and erosion control) design, bidding assistance, and construction administration.

The following scope outlines our commitment to this project:

Project Schedule:

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

A. See attached schedule for Phase 3 Cleanup / Planting design, bidding and construction schedule

City's General Project Responsibilities

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

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

Consultant's General Project Responsibilities

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

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

Our detailed project approach follows:

1.1 Cleanup and Rehabilitation Design Phase

In order to identify the physical attributes and limitations of the site relative to the Project Program, the Landscape Architect shall coordinate with the Civil Engineer and City Staff to:

- **A.** Provide Civil Engineering services as detailed in attached Civil Engineer's proposal; including a site survey and one schematic design of storm water outfall locations.
- **B.** Provide general site analysis identifying existing site conditions and features such as topography, drainage patterns, vegetation, including significant specimen plants, water elements, structures, views, known off-site considerations and previous planning documents relevant to the Project Program and as they pertain to project
- C. Confirm general location of utilities as they pertain to project
- **D.** Analyze existing site conditions to identify physical attributes and limitations of the Project site as they pertain to project
- E. Conduct site visits as necessary to review and catalogue these items
- **F.** Review applicable governmental requirements, including zoning, ordinances and permit requirements, known special restrictions, and zoning conditions as they pertain to project
- G. Advise the owner of tests and surveys, such as soils analysis, topographic survey, utility survey, and/or property boundary survey, that may be required as they pertain to the project
- H. Submit findings in the form of the following deliverables:
 - i. letter or memo summarizing the findings, if requested

- ii. plan view drawing summarizing the physical attributes and limitations, if requested
- iii. summary description of needed tests and surveys, if requested
- iv. summary of specific restoration issues pertinent to this section of the creek

Based on the Site Analysis findings, the Landscape Architect shall provide the following:

- Participate in meetings with City Staff / USACE to discuss proposed improvements.
- Prepare construction plans including:
 - i. Demolition / Cleanup plans and details as necessary
 - ii. Storm sewer improvements
 - iii. Slope stabilization plans
- K. Submit the plan, details, and other deliverables as appropriate comprising the Rehabilitation or Clean Up phase to you for review and approval. This submittal is to be sufficient for obtaining bids to complete the work and for grant applications.

1.2 Restoration Design Phase

Based on the approved Rehabilitation plan and site analysis, the landscape architect shall prepare preliminary site improvements and final Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- A. Participate in meetings with City Staff as necessary
- B. Prepare construction plans including:
 - i. Erosion control plan
 - ii. Planting plan
 - iii. Habitat layout plan
- C. Prepare construction details to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements
- D. Prepare construction specifications for the proposed improvements
- E. Prepare documents suitable for review for compliance with applicable governmental requirements and assist the Contractor in the submission process to governmental agencies
 - i. Floodplain Development permits
 - ii. US Army Corps of Engineers permitting
 - iii. Other required permits specifically related to this project
- F. Address timely and applicable review comments received from agencies and revise the Construction Documents for compliance when required
- G. Submit digital copies of final documents; physical copies shall be reimbursable costs

Additional Services (Not in this contract)

These Phases are traditionally the following steps after Master Planning or Concept Planning, and are not part of this contract:

- A. Bidding and construction observation for Phase 3 improvements. These services shall be proposed under a separate contract per request from the City of Deadwood.
- B. Construction Documentation of storm water outfalls will be an additional service due to unknown site conditions. The Civil Engineer will provide a proposal for complete construction documentation at the end of the preliminary phase.
- C. Project staking by a surveyor as part of construction.
- D. Detailed project scheduling (critical path, milestone completion dates, or other methods)
- E. Representing the project at Public County or City meetings, public review or design review hearings

- F. Special studies or reports, such as hydrological engineering studies, water quality studies, chemical analysis or other studies related to chemical contamination, except as detailed in Civil Engineer's scope.
- G. Life cycle cost analyses
- H. Expert witness testimony
- 1. Irrigation Plans
- J. Electrical or lighting plans
- K. Long-distance travel to inspect materials and equipment of potential suppliers
- L. Permitting services, except those in section 1.2E, such as building permits, grading permit, signage permits, etc.
- M. Assisting with Marketing/Feasibility Studies
- N. Complete site 3D models
- O. Post-Construction Services such as Preparing record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor

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

Schedule:

A suggested project schedule is included at the beginning of this proposal. Generally, the schedule is designed to begin creek clean up as soon as the creek is low, with a one month construction window for the cleanup phase of the project, assuming late summer / early fall of 2018 will provide the lowest water levels. Construction documents for planting will go to bid in early 2019, with planting taking place in early spring. Snow, high water and other weather conditions may affect the project start date and construction dates.

Compensation:

Based upon our understanding of the project our proposed total Lump Sum fee is noted below. Significant modifications to the scope or modifications to the schedule will require a review and modifications to the fee when warranted.

AE2S Civil Engineering Design (see attached proposal)	\$10,959
AE2S Site Survey	\$1,625
Phase 3 Rehabilitation (clean up)	\$5,500
Phase 3 Restoration Design	\$3,000
Total Design Cost	\$21,084

Billing:

Tallgrass Landscape Architecture, LLC bills at the end of each month. Minor printing, local travel, and other expenses typically associated with a project like this are included. Printing for oversized documents or specialty printing are not included in our fee and an additional \$500.00 is recommended to be reserved for that expense. Our proposed fees are based upon our hourly rates which are as follows:

Senior Landscape Architect	\$125.00
Landscape Architect in training	\$80.00
Intern	\$55.00

We enjoy working with you and in the City of Deadwood and very much appreciate the opportunity to work with you on another project that will benefit the citizens of Deadwood for years to come.

Tallgrass Proposal for Services Phase 3 Whitewood Creek Improvements, City of Deadwood, South Dakota

March 13, 2018

Thanks again!

Tanya Olson Landscape Architect

Tallgrass Landscape Architecture, LLC 25138 Little Italy Road Custer, SD 57730 tanya@tallgrasslandscapearchitecture.com 605-517-1899 | 605-440-2254

Authorization to Proceed with the Work Proscribed Herein

Signature:	Date:
Title:	



March 2, 2018

Mrs. Tanya Olson Tallgrass Landscape Architecture 413 North 4th Street Custer, SD 57730

RE: Tallgrass Landscape Architecture
Whitewood Creek Restoration

Dear Mrs. Olson:

Advanced Engineering and Environmental Services, Inc. (AE2S), is pleased to propose our Professional Engineering services to Tallgrass Landscape Architecture. AE2S and Tallgrass Landscape Architecture have completed a number of projects in the past and look forward to continuing to build on our resume of successful work.

AE2S has the right experience to meet your needs. Our understanding of the project scope is presented below:

1.0 Modeling and Development of Alternatives

- Determine 2-, 10-, and 100-year flows draining to existing storm drain outfall
- Based on the drawings provided and collected survey, evaluate hydraulics of existing system
- Develop one alternative for the City to consider. This alternative would include both a plan and profile view to illustrate the associated grading changes.
- Develop budget-level opinions of probable cost for the alternative.
- Provide recommendation for improvements.
- Meet with City staff to discuss alternative and recommendation.

A detailed inventory and mapping of existing property conditions that affect future development. All mapping and drawings will be provided in hard copy and in digital format. The depth of the site assessment will provide the relevant groundwork to properly understand the physical characteristics of the site.

2.0 Survey and Mapping

- 1. Consist of one day of field work and courthouse research to include available information from:
 - a. LIDAR/Topo
 - b. Lawrence County
 - c. Meade or Butte County
 - d. Property boundaries / easements / setbacks
 - e. Other political boundaries, i.e. zoning,
- 2. Planned Development Process: to be completed in coordination with CLIENT and include County planning context and process timeline provided in narrative form.
- 3. Infrastructure confirm location of available utilities
 - a. Electrical
 - b. Water
 - c. Sewer
 - d. Communications
- 4. Legal Site Conditions

Mrs. Tanya Olson

Tallgrass Landscape Architecture

RE: Tallgrass Landscape Architecture

Site and Utility Study Proposal March 2, 2018

Page 2

- a. Flood plain
- b. Zoning by CLIENT
- c. Ordinances Completed in coordination with CLIENT
- d. Special restrictions Completed in coordination with CLIENT
- e. State and/or Federal development requirements
 - i. SWPPP
 - ii. USACE

Fees

AE2S will complete the proposed study for a <u>lump sum fee of \$12,584.00</u>, a breakdown of these cost is presented below:

1.0 Water Modeling and development of Alternatives

\$ 10,959.00

2.0 Survey and Mapping

\$ 1,625.00

AE2S is eager to work with Tall Grass and feel we are the right fit to meet you project needs.

If you have any questions, please reach out to me at 605.341.7800.

Thank you for the opportunity to assist in this project and we look forward to working with you.

Respectfully submitted,

Dustin Dale, PE, CFM

Operations Manager

Whitewood Creek Rehab and Reclamation

8idding

Planting

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Rehab (cleanup)Phase 3					04/4/2014 #3/8/4/3					
Restoration (planting) Phase 3					600100010000000000000000000000000000000	भ		30 50	9/2/35/1/23	
Rehab (cleanup) Phase 4							46842544	Ren San		
Restoration (planting) Phase 4					1				time: TBD	
Phase 5 Design									time: TBD	
Phase 5 Construction									time: TBD	-

Note: All tasks are set during a time range, not exact quantity of time it will take to complete the task. Rehab / cleanup schedule depends on creek and weether conditions
Phase 3 - 75th Drive to McSinley Street
Phase 3 - 175th Drive Street to the McSinley Street
Phase 3 - Whitewood Creek Loop around Comfort Inn / Guiches of Fun
Phase 4 - 1780
Phase 5 - 1780

OFFICE OF Mayor Chuck Turbiville 102 Sherman Street Telephone (605) 578-2082 Fax (605) 578-2084



DEADWOOD *CITY HALL 102 Sherma n Street Telephone (605) 578-2600

March 19, 2018

Secretary Darin Bergquist
South Dakota Transportation Commission
South Dakota Department of Transportation
700 East Broadway Avenue
Pierre, SD 57501-2586
Darin.Berquist@state.sd.us

3-19-18 10 F

Dear Secretary Bergquist and Members of the Commission,

This letter is in reference to the public hearing scheduled on Thursday, March 29, 2018 at 9:00 a.m. in the Becker Hansen Building. The City of Deadwood received notice of the public hearing to consider proposed changes to the Lawrence County Speed Zone Rule 70:01:02:09. The City of Deadwood is not concerned about any of the proposed changes but rather would like your consideration for an additional change to the current speed rule. Specifically section eleven (11) below with the requested changes shown:

(11) U.S. Highway 14A beginning at the junction with U.S. Highway 85 in Lead, then north for 0.36, 25 miles per hour; then northeasterly for 0.24 mile, 35 miles per hour; then northeasterly for 3.13 miles, 45 miles per hour; then northeasterly for 0.68 mile to the junction of Main Street, 25 30 miles per hour; then northeasterly for 0.79 mile to the junction of U.S. Highway 85 at the north edge of Deadwood, 25 35 miles per hour;

On behalf of the City of Deadwood please consider this a formal request for an amendment to the Lawrence County Speed Rule to reduce the maximum speed limit to 25 miles per hour on U.S. Highway 14A for 1.47 miles within a portion of Deadwood.

In the past, the city staff has informally requested a reduction to the speed limit in this area to no avail. While the City understands the DOT's focus on traffic movement and ease of travel on state highways, we believe the circumstance through Deadwood is unique. Safety is very important and providing a walkable community is vital to the quality of life of our residents and our 2,000,000 visitors as well as the aid it provides in our economic vitality and our tourism based industry.

The area proposed for reduction in the speed limit virtually divides the community in half and contains numerous locations with heavily used pedestrian crossings as well as signal lights. The City of Deadwood requests formal consideration to the reduction in speed limit for the safety of pedestrians along this corridor. The multiple lanes of traffic (four and five lanes in areas), with

turning lanes used for both directions, can often be misleading to out-of-town drivers in regards to the identification of crosswalks. Pedestrians often are not seen in these crossings and there have been many near misses throughout this corridor. Unfortunately, drivers often approaching a green signal light will speed up to make it through the signal without stopping causing frequent safety concerns. As a pedestrian attempting to cross at the many locations along this section of road can not only be daunting but frightening when the vehicles are traveling at 35 mph. For these concerns we wish your consideration to reduce the speed limit.

The City of Deadwood is thankful for our relationship with the South Dakota Department of Transportation and the many successful partnerships in the past as well as our day to day working relationship. With that said, we are hopeful your consideration and acknowledgement of our safety concern will allow you to amend the Lawrence County Speed Rule and make Deadwood a safer place to live and visit together.

Thank you for your time and consideration.

Sincerely,

Charles M. Turbiville Mayor of Deadwood

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION SOUTH DAKOTA TRANSPORTATION COMMISSION NOTICE OF PUBLIC HEARING

Pursuant to the authority vested in the South Dakota Transportation Commission by South Dakota Codified Law chapter 1-26, the commission will hold a public hearing in the Commission Room of the Becker Hansen Building at 700 East Broadway Avenue in Pierre, South Dakota, on Thursday, March 29, 2018, at 9:00 a.m. (Central Time) to consider proposed changes to the following rules:

Chapter 70:01:02 - Speed Limits. Changes are being made to the speed limit rules for U.S. Highway 16 in Pennington County, U.S. Highway 385 in Lawrence County, State Trunk Highway 50 in Bon Homme County, State Trunk Highway 28 in Hamlin County, and State Trunk Highway 20 in Perkins County. The purpose and effect of these changes is to revise the speed limits set out in the rules to match the speed limit signs in place along these highways. 70:01:02:38 - Hyde County speed zone. The 30 miles per hour (mph) limited speed zone on State Trunk Highway 47 in Highmore is being extended north an additional 0.1 mile to match the current signing locations. Then a 35 mph speed zone will extend north for 0.3 mile, rather than the 40 mph speed zone currently in place. A 45 mph speed zone will then extend north for 0.2 mile in place of the current 65 mph zone. The proposed speed zones will enhance safety and are based on an analysis of a speed zone study and consideration of development and turning movements. 70:01:02:48 - Marshall County speed zone. A 55 mph limited speed zone is proposed for State Trunk Highway 10 on the west side of Britton for a distance of 0.2 mile. This change is being made to establish a transition speed zone between a 65 mph speed zone and a 45 mph speed zone. This change will enhance safety and is consistent with the typical length of a transition speed zone. 70:01:02:49 -Meade County. This rule will set a 35 mph speed zone for the Interstate Highway 90 frontage road (Captain Soelzer Street) on the west side of Sturgis Road beginning at Peaceful Pines Road and proceeding north for 0.40 mile. Then a 40 mph speed zone will be established for an additional distance of 0.56 mile to the north. This change will enhance traffic efficiency by making the speed zones consistent with free flow speeds of traffic. 70:01:02:51 - Miner County speed zone. On State Trunk Highway 34, a 45 mph limited speed zone is being replaced with a 50 mph speed zone beginning 0.5 mile west of Main Street in Howard then east for 0.2 mile. Then heading east for 0.8 mile the speed limit on State Trunk Highway 34 will reduce to 30 mph, and then the speed limit will increase to 50 mph for 0.53 mile. The proposed speed zones will enhance safety and are based on an analysis of spot speed zone studies, crash history, turning movements, motorist behaviors, and input from city officials, local citizens and law enforcement. 70:01:02:55 - Roberts County. On State Trunk Highway 123 south of Wilmot, a 25 mph limited speed zone is being replaced with a 45 mph speed zone that will transition to a 55 mph speed zone. These changes will enhance safety and efficiency by creating a transition speed zone between the existing 25 mph zone and the 55 mph zone.

At the hearing, interested persons will be given reasonable opportunity to submit amendments, data, opinions, and arguments, either orally or in writing, or both. Interested persons may mail amendments, data, opinions, and arguments to the South Dakota Department

of Transportation, 700 East Broadway Avenue, Pierre, South Dakota 57501-2586 or transmit the information by e-mail to Darin.Bergquist@state.sd.us. Information submitted by mail or e-mail must reach the Department of Transportation on or before March 25, 2018, to be considered.

After the hearing, the commission will consider all written and oral comments it receives on the proposed rules. The commission may modify or amend a proposed rule at that time to include or exclude matters that are described in this notice.

Notice is further given to individuals with disabilities that this hearing is being held in a physically accessible place. Any individuals with disabilities who will require a reasonable accommodation in order to participate in the hearing should submit a request to the department's ADA Coordinator at 605-773-3540 or 1-800-877-1113 (Telecommunication Device for the Deaf).

A copy of the proposed rules may be obtained without charge from:

Secretary of Transportation Becker-Hansen Building 700 East Broadway Avenue Pierre, South Dakota 57501-2586

The proposed rules are also posted on the following website: http://open.sd.gov

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FARGO, ND BISMARCK, ND MINOT, ND WILLISTON, ND



844-599-0757 • Office 701-356-8800 • Fax 701-293-7811 E-mail: ken@dakotaplayground.com • website: www.dakotaplayground.com Equal Opportunity Employer



Equal opportunity Employer						
PROPOSAL SUBMITTED TO City of Deadwood	bobjr@cityofdeadwood.com	March 13, 2018				
108 Sherman St.	605-578-2082 Bob Nelson	CELL				
CITY, STATE AND ZIP CODE Deadwood, SD 57732	JOB NAME/LOCATION Gordon Park Playground Equip	oment				

We propose to provide the necessary labor and equipment to install the following items, quantity as listed:

As manufactured by Landscape Structures:

1 – Customer PlayBooster as per attached drawing. Equipment to be provided by owner under the NASPO Purchasing Contract.

Installation Cost \$23,831.00

*We will Supply the following playground protective surfacing to be installed by owner:

As manufactured by Sof'Solutios:

265 Cubic Yards of Sof Fall Engineered Wood Fiber. Quantity based on providing a 12" uncompressed depth over a 7,053 square foot area.

TOTAL \$7,400.00 Materials Delivered.

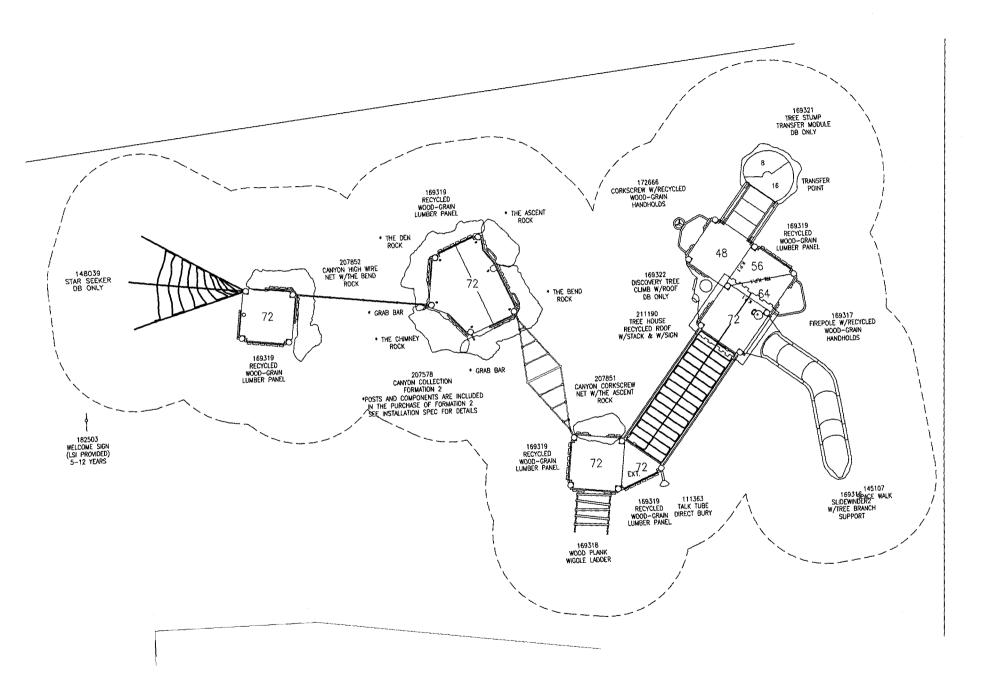
- *Installation Cost is for owner provided playground equipment as purchased through the NASPO ValuePoint Purchasing Contract #6484.
- *All site preparation to be completed by the city prior to installation of the new equipment.
- *The city will accept delivery of the equipment per NASPO contract, unloading and storage to be provided until installation.

Notes:

- Unless specifically noted above, price does not include excise tax, prevailing wages, bonds, permits, testing, TERO, special insurance 1. provisions or other fees if applicable.
- 2. Above price does not include site work such as clearing and grubbing, grading, excavating, trenching, staking/surveying, drainage, concrete curbing or flatwork, knock-outs, saw cutting or jack hammering or any other work not specifically outlined above.
- Above price assumes immediate site access with large heavy equipment, site restoration is not included.

We propose hereby to furnish materials and labor – complete in accordance with above specifications, for the sum of: As per above.

Dakota Playground Terms of Payment, subject to approved credit by Dakota Playground Materials Only Sale Non-government agency / Private enterprise... Balance due upon ordering When Installing Non-government agency / Private enterprise... Half down, balance upon completion This Proposal may be withdrawn by Dakota Playground if not accepted within 30 days. Government agency...... Progress payments, balance upon completion Add 3% to Total for Credit Card Purchases Purchaser agrees to indemnify and hold harmless Dakota Fence Company d/b/a Dakota Playground ("Dakota Playground") and its agents from and against any claims, liabilities and damages, including outside and in-house attorneys' fees and costs, arising from or related to any failure to comply with building codes or other restrictions; encroachment or interference with any easement; damage to any improvements, including sprinklers or utilities; frost heave; personal injury or death; failure to maintain or inspect the playground equipment or product; removal of playground equipment or products. Dakota Playground's liability shall not exceed the amount paid to it under this Proposal. Dakota Playground's liability shall not exceed the amount paid to it under this Proposal. Dakota Playground's prior written consent and it approved, shall automatically become part of and subject to this Proposal. Any additional costs from any such change shall result in an extra charge, which Purchaser agrees to pay. All playground equipment and product must be properly maintained and installed over a surface that provides adequate fall production. For details, refer to the "Handbook for Public Safety" at www cpsc gov and the manufacturer. Purchaser assumes sole responsibility to routinely inspect the playground equipment or product for signs of wear, vandalism or other unsafe conditions. Purchaser agrees to pay Dakota Playground's outside and in-house attorneys' fees and costs in the collection and enforcement of this Proposal. This Proposal is contingent upon strikes, accidents or delays beyond Dakota Playground's control and supersedes all prior written or oral agreements. All playground equipment or product remains the property of Dakota Playground until paid for by Purchaser and Purchaser authorizes Dakota Playground to remove the same and charge Purchaser for the playground equipment or product and their removal if payment is not made per the terms of this Proposal. Purchaser agrees to pay 1.5% per month on all past due accounts. Purchaser agrees to indemnify and hold harmless Dakota Fence Company d/b/a Dakota Playground Acceptance of Proposal The above prices, specifications, terms and conditions are satisfactory and are hereby accepted by Purchaser. Dakota Playground is authorized to do the work as specified and Purchaser shall make payment as outlined. Purchaser Print Name:_____ Title: Date of Acceptance:_____





ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:

LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.
763-972-3391 800-328-0035
Fax: 763-972-3185



Customer Inform					notor Agrae	~~	at No. 6494
CONTACT:	Bob Nelson		Dartha		asici Ayice	inei	nt No. 6484
PHONE FAX:	605-578-2082		Destina F.O.B.				
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PRINT NAME							
Ken Folk	mm (A		3/2018		SALES TAX		
PROPOSED BY L	SI REPRESENTA	TIVE 'V J D	ATE				
Ken Follman PRINT NAME					TOTAL	\$	95,189.80

Taxable:

Freight _____

Installation ____