

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
Regular Meeting
5:00 p.m. May 1, 2017

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. **SWEAR IN COMMISSIONER RUTH AND COMMISSIONER STRUBLE**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **COMMISSION DEPARTMENTAL APPOINTMENTS**
David Ruth Jr-Historic Preservation, Planning and Zoning Commissioner
Mark Speirs-Police and Fire Commissioner, Black Hills Council of Local Governments Representative
Gary Todd- Trolley and Safety Commissioner
Charlie Struble-Finance Commissioner, Library Representative and Deadwood History Inc. Board Member
Charles Turbiville- Public Buildings, Parks and Recreation, Public Works Commissioner, Chamber of Commerce Representative
5. **APPOINTMENT OF GARY TODD AS COMMISSION PRESIDENT**
6. **APPROVE MINUTES OF April 17, 2017**
7. **APPROVE BILLS**
8. **ITEMS FROM CITIZENS ON AGENDA**
 - A. Joann Eastman regarding Arbor Day
 - B. Tom Adams, American Legion Post 31, requesting use of public space at History and Information Center in conjunction with Kool Deadwood Nites from Wednesday August 23 through Sunday, August 27.
 - C. Julie Stone regarding Petition to Annex City of Deadwood property along Mickelson Trail into City of Lead for future growth of Sanford Lab
 - D. Deadwood Chamber requests use of trolleys on May 30 and 31 for Fam tours. Request waiver of group fee.
 - E. Proclamation-May 15 through May 19, 2017 Law Enforcement Torch Run for Special Olympics South Dakota Week
9. **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 to contract with B & H Asphalt Paving and Maintenance to clean, coat and stripe or re-stripe Railroad Lot at cost of \$3,356.91. Allow Mayor to sign contract.
 - B. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Alcina Brick-Miller and Paul Miller.

- C. Permission to hire trolley drivers, Doug Magnuson at \$13.01 per hr. effective May 8, 2017 and Linda Kottke at \$13.01 per hr. effective May 26, 2017.
- D. Permission for Kelly Fuller to sign Joint Powers Agreement with Attorney General's Office to jointly investigate and enforce state's drug, marijuana and controlled substance laws
- E. Permission for Mayor to sign Agreement with Utility Services Associates to perform water leak detection services in the amount of \$3,039.00.
- F. Permission to increase wages for the following employees: Police Reserve Deam Carollo from \$12.75 hr. to \$13.30 hr. effective May 5, 2017 after three years of service, Rec Center Receptionist Philip Madsen from \$8.93 hr. to \$9.20 hr. effective May 5, 2017 after one year of service, and Lifeguard Grace Campbell from \$9.72 hr. to \$9.98 hr. effective May 11, 2017 after one year of service.
- G. Permission to hire Nathan Scott Lechner into Police Reserve Program effective May 1 at rate of \$12.18 per hour
- H. Permission to advertise for two lifeguard positions at a rate of \$9.72 per hour
- I. Allow use of Sherman Street lot from 8:00 a.m. to 12:00 p.m. on May 16 and 17, 2017 for Lead-Deadwood School District 4th and 5th Grade Triathlon
- J. Deadwood History Inc. requests trolley service at no cost for Archeology Camp from June 19-22 and June 26-29, 2017.
- K. Approve purchase of 5500 gallons of gasoline from Southside at cost of \$1.90 per gallon
- L. Permission to hire the following seasonal employees: Street Dept.-Greg Nelson at \$10.71 hr. effective May 3, 2017; Parks Dept.-Connor Kuhl at \$9.20 hr., Kole Frisinger at \$9.98 hr., Broc Hanson at \$10.54 hr., Colt Bradley at \$9.42 hr. effective May 3, 2017; Mt. Moriah-Pam Goodwin at \$10.54 hr., Linda Carrico at \$9.20 hr., Georgeann Silvernail at \$9.42 hr., Jeanne Zurey at \$10.54 hr., Ardath Waisanen at \$9.20 hr., Lori Allen at \$8.93 hr, Doris Schenk at \$10.71 hr. effective May 15, 2017.

10. BID ITEMS

- A. Results of bids opened at 4:00 p.m. for SCBA breathing apparatus
- B. Permission to set bid opening at 2:00 p.m. on May 15 for Days of 76 Grandstand repairs, with results to City Commission at 5:00 p.m. that same day

11. PUBLIC HEARINGS

- A. Hold public hearing for PBR Pro Event: Open Container at Event Center June 9 and June 10, Special Temporary Liquor License for Saloon 10 June 9 and June 10
- B. Hold public hearing for 3 Wheeler Event: open container July 14 and 15 at Event Center
- C. Hold public hearing for Retail (on- sale) Liquor License (RL-5334) transfer from Pink Blossom, LLC to Deadwood Distillery, LLC at 643 Main Street
- D. Hold public hearing for Retail (on-off sale) Wine and Retail (on-off sale) Malt Beverage Licenses for Naked Winery at 692 Main St.

- E. Set public hearing on May 15 for Legends Ride: street closure, waiver of banner fees on August 7.
- F. Set public hearing on May 15 for Motorcycle Parking: parking on Main Street Sunday, July 30 through Sunday August 13, parking in Interpretive Lot Sunday, August 6 through Sunday August 13.
- G. Set public hearing on May 15 for Days of '76 Steer Roping Event: waiver of vending fee August 18 through August 21, use of the Event Complex August 18 through August 21, open container and special liquor license August 18 through August 21.
- H. Set public hearing on May 15 for July 4th parade: street closure
- I. Set public hearing on May 15 for Deadwood Jam activities: street closure September 14 through September 17, open container and special malt beverage license in Interpretive Lot only on September 15 and 16, waiver of banner and vending fees September 15 and 16, use of Interpretive Lot September 14 through September 17

12. OLD BUSINESS

13. NEW BUSINESS

- A. Second Reading of Ordinance #1259 to Rescind Chapter 2.20, Parks and Rec Board
- B. Request permission to waive user fees at Deadwood Rec Center for Job Corps Appreciation Day on May 10 from noon to 4:00 p.m. Job Corp completed a construction project on second floor of Rec Center in January, 2017.
- C. Accept and acknowledge donation of weight equipment donated to Deadwood Rec Center by Christopher Renaud. Items valued at \$38,175.00.
- D. Allow City of Deadwood to enter into negotiations for acquisition and possible ownership of proposed plazas
- E. Approve financial commitment of future funding for Main Street Plazas of up to \$2,000,000.00 as matching funds, providing all funds and plans fit within SD Administrative Rules
- F. Appoint Bill Rich to Planning and Zoning Commission for five year term
- G. Approve Change Order #10 from Ainsworth Benning at cost of 5,684.00, bringing total contract to \$6,502,689.00
- H. Appoint Gary Todd and Mark Speirs to join city staff in interviewing two firms for professional structural engineering services and make final recommendation to City Commission on May 15, 2017

14. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

15. EXECUTIVE SESSION

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

Executive Session for Personnel Matters per SDCL1-25-2 (1) with possible action

15. ADJOURNMENT

REGULAR MEETING, APRIL 17, 2017

The Regular Session of the Deadwood City Commission convened on April 17, 2017 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, Commissioners David Ruth Jr., Mark Speirs, Gary Todd, and Jim Van Den Eykel. City Attorney Quentin L. Riggins was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Speirs moved, Todd seconded to approve the minutes of April 3, 2017 and Board of Adjustment minutes of March 20, 2017. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Ruth moved, Todd seconded to approve the April 17, 2017 disbursement. Roll Call: Aye-All. Motion carried.

AASLH MEMBERSHIP	RENEWAL	115.00
ACE INDUSTRIAL	SUPPLIES	154.70
ALBRIGHT CONSTRUCTION	PROJECT	56,758.95
ALSCO	SUPPLIES	130.82
AMANO MCGANN	AUTOMATION	91,259.78
AMAZON WEB	SERVICE	188.74
BH CHEMICAL	SUPPLIES	498.44
BH PIONEER	ADS	680.76
BH TITLE	SEARCH	300.00
BH URGENT CARE	TESTING	60.00
BH WINDOW CLEANING	CLEANING	1,464.00
BRANDON INDUSTRIES	SIGNS	976.00
CAI CONSTRUCTION	PROJECT	11,472.00
CARQUEST	SUPPLIES	58.11
CHAINSAW CENTER	SUPPLIES	473.51
COCA COLA	SUPPLIES	178.00
COMPETITIVE MASONRY	PROJECT	23,383.15
CONVERGINT TECHNOLOGIES	SERVICE	341.58
CULLIGAN	SUPPLIES	520.50
DAKOTA SUPPLY	SUPPLIES	114.47
DAVE STAFFORD ARCHITECTURE	PROJECT	584.77
DAYS OF '76 MUSEUM	OPERATING	85,000.00
DEADWOOD ALIVE	PAYMENT	20,000.00
DEADWOOD ELECTRIC	PROJECT	7,631.96
DEADWOOD HISTORY	ADMISSION	160.00
DEADWOOD-LEAD ECONOMIC	ALLOCATION	48,000.00
DEMCO	SUPPLIES	276.56
DRAGONS ARE TOO SELDON	WORKSHOP	575.00
DREAMFLY CREATIONS	RECONSTRUCTION	378.87
EAGLE ENTERPRISES	SUPPLIES	862.76
EB COMMUNICATIONS	SERVICE	144.90
ECOLAB	SERVICE	245.25
EMERY-PRATT	BOOKS	231.06
FIREHOUSE SOFTWARE	RENEWAL	675.00
GOLDEN VALLEY PRESS	BOOK	50.00
GQ PROFESSIONAL ACCOUNTS	SUBSCRIPTION	39.00
GUNDERSON, PALMER, NELSON	SERVICE	3,973.01
HARRISON, MARILYN	ELECTION	153.00
INTERSTATE BATTERY	SUPPLIES	9.50
JACOBS WELDING	SERVICE	1,600.15
KDSJ	ADS	160.00
KNECHT	SUPPLIES	37.98
KONE	INSPECTION	290.08
LEAD-DEADWOOD SANITARY	CONSUMPTION	27,186.89
LIGHT AND SIREN	SUPPLIES	331.00
LIGHTING PLASTICS OF MN	REPAIRS	521.00
LYNN'S	SUPPLIES	24.24
M&M SANITATION	RENTAL	220.00
MACROVISION	FACEBOOK	750.00
MED-TECH RESOURCE	BATTERIES	108.91
MENARD'S	SUPPLIES	379.18
MIDCONTINENT COMMUNICATION	SERVICE	65.00
MIDWEST TAPE	DVDS	251.88
MITZI'S BOOKS	BOOKS	53.53
MDU	SERVICE	383.03
MS MAIL	SERVICE	3,257.69
NEIGHBORHOOD HOUSING	CONTRACT	5,477.50
NETWORK SERVICES	SERVICE	158.18
NORTHERN HILLS TECHNOLOGY	SERVICE	55.00
NORTHWEST PIPE FITTINGS	SUPPLIES	899.97
OSBORN, JANET	REIMBURSEMENT	76.63
OTIS ELEVATOR	CONTRACT	129.30
OVERDRIVE	MAINTENANCE	3,000.00
OWENS INTERSTATE	SUPPLIES	126.63
PASSPORT PARKING	METERS	70.25
PETTY CASH	PKNG RAMP	1,000.00
PITNEY BOWES	POSTAGE	500.00
PLAY IT AGAIN SPORTS	AIRDYNE	699.99
QUALITY SERVICES	CURATION	1,718.05
QUICK TROPHY	TAGS	21.00
QUICK SIGNS	SIGNS	1,448.22
RANGEL CONSTRUCTION	PROJECT	10,019.05
RASMUSSEN MECHANICAL	PROJECT	9,987.16
SCHOLL PLUMBING	BOILER	6,377.56
SCOTT PETERSON MOTORS	REPAIR	2,287.24

REGULAR MEETING, APRIL 17, 2017

SD COMMISSION ON GAMING	CITY SLOTS	27,443.18
SD DEPT. OF CORRECTIONS	FIREWISE	4,108.19
SD DEPT. OF LABOR	UNEMPLOYMENT	111.75
SD DEPT. OF REVENUE	TAX	3,315.64
SD DEPT. OF TRANSPORTATION	PROJECT	153,797.00
SD ONE CALL	SERVICE	24.64
SD STATE ARCHIVES	MICROFILM	64.00
SOCIETY OF BLACK HILLS	GRANT	3,687.50
SORENSEN, LILA	ELECTION	153.00
SPLIT ROCK STUDIOS	PROJECT	182,250.00
STANLEY STEEMER	CLEANING	2,900.00
STREICHER'S	GRAPHICS	284.98
STURDEVANT'S	SUPPLIES	1,705.29
SUMMIT SIGNS	SIGNS	745.50
TDG COMMUNICATIONS	WEBSITE	30.00
TEEN COURT	ALLOCATION	8,500.00
TSP	SERVICE	2,520.00
TTG ENTERPRISES	REPAIR	220.00
TWIN CITY HARDWARE	WINDOWS	602.69
UMENTHUM, KEITH	PROJECT	7,462.92
VANWAY TROPHY	PLAQUE	38.50
WALSANEN, ARDATH	ELECTION	178.00
WASTE CONNECTIONS	DUMPSTER	929.54
WESTERN COMMUNICATIONS	CHARGER	53.00
ZUERCHER TECHNOLOGIES	MAINTENANCE	32.92
		TOTAL \$838,949.68

Canvass Election

Acting as Board of Canvass, Van Den Eykel moved, Todd seconded to approve the election results and sign Official Canvass Sheet for April 11, 2017 municipal election. Commissioner Ruth abstained. Roll Call: Aye-Van Den Eykel, Speirs, Todd, Turbiville. Motion carried.

Two (2) Three-Year Term for City Commission

David R. Ruth Jr.	158
Charlie Struble	146
Bob Nelson Sr.	127
Marlin Maynard	62
Jim Trucano	49

ITEMS FROM CITIZENS ON AGENDA

Proclamations

Joann Eastman requested Mayor Turbiville sign the Proclamation for Arbor Day on May 5 and stated that Tree Board planned to plant a tree at corner of Sherman Street and Harrison Street. Finance Officer Nelson stated that SD Department of Transportation did not support due to line of sight in the right-of-way and asked Eastman to contact Public Works Director Ron Green.

The Mayor read a proclamation declaring the month of May as Wildland Fire Awareness Month in Deadwood.

Tour Bus Request

Jan Van Tassel, Original Deadwood Tours, asked the Commission to allow bus tours through Mt. Moriah beginning April 27. After discussion regarding a possible ordinance change to allow for earlier tours, Speirs moved, Todd seconded to allow bus tours starting April 27, pending proof of insurance. Roll Call: Aye-All. Motion carried.

CONSENT

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

- A. Approve change order #1 from Amano McGann parking garage automation to return two boards from system and reduce contract amount by \$1,524.36
- B. Permission to hire Ashley Hansen as a seasonal employee in Finance at \$10.71 per hour and Archives at \$8.93 per hour effective May 8, 2017, pending pre-employment screening
- C. Remove Ken Allen and Nate Allen effective April 4, 2017 from the Volunteer Fire Department roster and add Cody Rakow effective April 4 for workers compensation purposes

REGULAR MEETING, APRIL 17, 2017

- D. Permission for Mayor to sign contract with RCS for Whitewood Creek restoration (approved April 3, 2017)
- E. Permission for Mayor to sign Loan Agreement for Use of Property for permission to use Elk Head Mount from Patrick Kinghorn from May 15, 2017 until May 14, 2022, to be exhibited in Deadwood Welcome Center
- F. Permission to purchase 10,000 trolley tokens from Phelps Ad Specialties at cost of \$3,800.00 plus shipping
- G. Advertise for Trolley Manager position in house for period of five days
- H. Permission for Eddie's Truck Sales to repair turbo on 2011 trolley at cost not to exceed \$6,500.00
- I. Renew agreement with South Dakota School for the Deaf for office rental at 3 Siever Street in the amount of \$3,000.00
- J. Permission to purchase 5500 gallons of gasoline from Southside at cost of \$2.12 per gallon
- K. Permission to place signage on Walnut Street to identify hidden approach and allow Mayor to sign Application for Permit to Occupy Right-of-Way with South Dakota Department of Transportation
- L. Permission for Bickle Trucking to repair water tanker truck at cost not to exceed \$3,700.00
- M. Permission for Mayor to sign Agreement for Use of Property between Bill Pearson and City of Deadwood for Archeology Camp

PUBLIC HEARINGS

Lions

Public hearing was opened at 5:10 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber, was available to answer questions. Hearing closed.

Van Den Eykel moved, Speirs seconded to approve street closure on Main Street from Tin Lizzie's Gaming Resort to Pine Street from 10:00 a.m. until parade ends and waive banner fees on Saturday, May 20, 2017. Roll Call: Aye-All. Motion carried.

Car Show

Public hearing was opened at 5:11 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber, was available to answer questions. Hearing closed.

Ruth moved, Speirs seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from 10:00 a.m. to 3:00 p.m. on Saturday, June 3, 2017. Roll Call: Aye-All. Motion carried.

Mustang Rally

Public hearing was opened at 5:12 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber, was available to answer questions. Hearing closed.

Speirs moved, Todd seconded to approve street closure on Main Street from Wall to Deadwood Street from 10:00 a.m. to 1:00 p.m. on Thursday, August 31, 2017. Roll Call: Aye-All. Motion carried.

Kool Deadwood Nites

Public hearing was opened at 5:13 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber of Commerce, was present to answer questions. Hearing closed.

Todd moved, Speirs seconded to allow the relaxation of the open container ordinance on Main Street from the Tin Lizzies Gaming Resort to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street from 12:00 p.m. to 10:00 p.m. on Thursday, August 24, 2017. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to allow the relaxation of the open container ordinance for same area as approved on August 24, from 12:00 p.m. to 10:00 p.m. on Friday, August 25, 2017. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, APRIL 17, 2017

Todd moved, Speirs seconded to allow the relaxation of the open container ordinance for same area as approved on August 24, from 12:00 p.m. to 10:00 p.m. on Saturday, August 26, 2017. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to approve street closure on Main Street from Wall to Deadwood Street on Wednesday August 23 from 2:00 p.m. to 2:00 a.m. on Sunday August 27; Siever Street on Thursday August 24 from 5:00 p.m. to 10:00 p.m.; Main Street from Deadwood Street to Pine Street on Thursday August 24, from 2:00 p.m. to 10:00 p.m.; Main Street from Deadwood to Pine on Friday August 25, and Saturday August 26 from 3:00 p.m. to 10:00 p.m.; Main Street from Pine to Tin Lizzies Gaming Resort on Sunday August 27, 2017 from 8:00 a.m. to 3:00 p.m.; waiver of vendor fees for Deadwood Chamber merchandise on Main Street, Interpretive Lot on Thursday August 24 through Saturday August 26; waiver of vending fee for non-profit (American Legion) at Interpretive Lot on Thursday August 24, from 4:00 p.m. to 10:00 p.m.; waiver of parking fees for registered vehicles Thursday, August 24 through Sunday, August 27; use of Interpretive Lot Thursday August 24 at 2:00 a.m. to 2:00 p.m. Sunday, August 27; use of Lower Main Lot for registration and registered cars only Thursday, August 24 at 8:00 a.m. through 10:00 p.m. Saturday, August 26; use of Event Complex on Saturday August 26 from 6:00 a.m. to 2:00 p.m. for car judging and Sunday August 27 at 7:00 a.m. for parade lineup and waiver of banner fees Thursday August 24 through Sunday August 27, 2017. Roll Call: Aye-All. Motion carried.

National Guard Convention

Public hearing was opened at 5:15 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber, was available to answer questions. Hearing closed.

Speirs moved, Ruth seconded to approve use of football field at Event Center on Friday, April 21, at 11:00 a.m. to 3:00 p.m. Roll Call: Aye-All. Motion carried.

Set hearings

Ruth moved, Todd seconded to set public hearing on May 1 for PBR Pro Events. Roll Call: Aye-All. Motion carried.

Todd moved, Speirs seconded to set public hearing on May 1 for 3 Wheeler Events. Roll Call: Aye-All. Motion carried.

Van Den Eykel moved, Todd seconded to set public hearing on May 1 for Retail (on-sale) Liquor License (RL-5334) transfer from Pink Blossom, LLC to Deadwood Distillery, LLC at 643 Main Street. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to set public hearing on May 1 for Retail (on-off sale) Wine and Retail (on-off sale) Malt Beverage Licenses for Naked Winery at 693 Main St. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Ordinance

Speirs moved, Ruth seconded to approve first reading of Ordinance #1259 to Rescind Chapter 2.20, Parks and Rec Board. Roll Call: Aye-All. Motion carried.

Resignation

Speirs moved, Ruth seconded to accept resignation of Marie Farrier from Planning and Zoning Commission with regret. Commissioners wished her the best and thanked her for her many years of service. Mayor Turbiville encouraged anyone interested in sitting on the Commission to send a letter to the City. Roll Call: Aye-All. Motion carried.

Change Order

Speirs moved, Van Den Eykel seconded to approve Change Order #1 for Days of 76 Grandstand Roof Replacement in the amount of \$5,911.00, for the replacement of rotted logs identified during replacement as well as additional layer of underlayment not included in original specifications. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, APRIL 17, 2017

Approval

Todd moved, Van Den Eykel seconded to approve recommendation from Planning and Zoning Commission to grant exception from ordinance to allow for Lead-Deadwood fraternal organization signage, and allow Mayor to sign Application for Permit to Occupy Right-of-Way at Highway 385 intersection. Roll Call: Aye-All. Motion carried.

Appoint

Todd moved, Ruth seconded to appoint the following individuals to the steering committee for Comprehensive Plan: Bob Nelson Sr., Lyman Toews, Georgeann Silvermail, Ann Ochse, Louie LaLonde, Toni Burns, Dave Ruth Jr., and Mark Speirs. Mayor Turbiville stated the committee is an advisory body only with no final decision making authority. Commissioner Ruth stated that by including the four additional applicants the committee would have representation from gaming industry, Deadwood-Lead Economic Development, a marketing event planner and real estate agents. Roll Call: Aye-All. Motion carried.

Resolution

Mayor asked Finance Officer to review Resolution 2017-11 to Establish a Cash Reserve Policy for General and Historic Preservation Funds within the City of Deadwood. Nelson stated that a written policy is looked upon favorably by Legislative Audit and bond rating agencies. Historic Preservation Commissioner Blair expressed concern that the resolution was not presented to the Historic Preservation Commission. Historic Preservation Commissioner Toews had additional questions as to whether or not policy included Revolving Loan Fund. Nelson replied that Revolving Loan Fund was separate and not included. After additional discussion, Speirs moved, Van Den Eykel seconded to approve. Roll Call: Aye-Speirs, Todd, Van Den Eykel, Turbiville, Nay-Ruth. Motion carried.

RESOLUTION 2017-11

A RESOLUTION ESTABLISHING CASH RESERVE POLICY FOR HISTORIC PRESERVATION FUND AND GENERAL FUND WITHIN THE CITY OF DEADWOOD

WHEREAS, the Commission of the City of Deadwood endorses sound financial policies and practices with regard to administration of reserve funds in the City; and

WHEREAS, the Commission has determined that a Cash Reserve Policy is the most responsible way to provide resources for unanticipated events which could adversely affect the financial condition of the City and jeopardize its ability to continue necessary public services; and

WHEREAS, the Commission understands the importance of maintaining the City's creditworthiness as well as mitigating results of possible economic downturns, and The Commission wishes to manage its financial resources by establishing cash balance reserves for General and Historic Preservation Funds.

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.

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

These reserves shall be in addition to all other reserves as may be required by Commission or other activity that may require a cash restriction. In any fiscal year when the Commission is unable to create a Cash Reserve as required by this resolution, the Commission with input from the Finance Officer shall develop a written plan to replace this minimum cash reserve level within 24 months.

It shall be the duty of the Finance Officer to make a report to the Commission as soon as practical as of December 31 of each year. If it is determined that there is an amount of cash that exceeds the minimum acceptable Cash Reserve level, the surplus funds can be designated for the following: reduction of debt, one time capital needs, or applied to a capital improvement and replacement program.

Compliance with this provision shall also be reviewed as a part of the annual budget adoption process. The Finance Officer shall prepare a written report to the City Commission identifying the fund's required balance, actual balance as of prior fiscal year end, and projected cash balance at the end of the current year's budget fiscal year end.

Dated this 17th day of April, 2017

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

REGULAR MEETING, APRIL 17, 2017

Proposal

Speirs moved, Ruth seconded to allow Mayor to sign proposal to hire Code Works to conduct plan review services for certain projects if requested by Public Works from April 2017 through April 2020 at twenty percent (20%) of building permit cost. Building Inspector Mohr provided a brief history. Roll Call: Aye-All. Motion carried.

Speed Sign Purchase

Speirs moved, Van Den Eykel seconded to approve the recommendation from Parking and Transportation Committee to purchase and install solar powered speed check RADAR speed sign at cost of \$6,098.00, and allow Mayor to sign application for Permit to Occupy Right-of-Way. Roll Call: Aye-All. Motion carried.

Ghost Mural Grant

Speirs moved, Ruth seconded to approve pilot program for ghost mural grant at Celebrity Hotel in the amount of \$5,185.00, to be paid from Revolving Loan fund. Roll Call: Aye-All. Motion carried.

Archeology

Speirs moved, Ruth seconded to approve final phase of Deadwood Recreation Archeology investigation and enter into contract with Quality Services Inc. in the amount not to exceed \$49,860.00, to be paid from 2017 and 2018 Archeology budget. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mayor Turbiville read the following informational items:

- Recycle containers were moved to back of Engine House
- Beginning May 1, Charter busses will park along the hillside and regular vehicles will park along the highway at Railroad Street Parking Lot

The Commissioners and Department Heads presented Commissioner Van Den Eykel with a plaque for his years of service and wished him well. Commissioner Van Den Eykel thanked citizens of Deadwood, Department Heads, staff and fellow Commissioners for their support.

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

ADJOURNMENT

Speirs moved, Ruth seconded to adjourn the regular session at 5:55 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) with possible action. The next regular meeting will be on Monday May 1, 2017.

After coming out of executive session at 6:12 p.m., Van Den Eykel moved, Speirs seconded to adjourn.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

4/28/2017 10:14 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-042417	101-3000-202	LIQUOR LICENS BEV.LIC.TRSF. - NAKED WINERY	000000	150.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	150.00

4/28/2017 10:14 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3223	QUICK TROPHY, LLC					
		I-77994	101-4111-426	SUPPLIES NAME PLATE - CITY COMM.	000000	34.58
			DEPARTMENT 111 COMMISSION		TOTAL:	34.58

4/28/2017 10:14 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 130 ELECTIONS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0826	LAWRENCE CO. AUDITOR					
		I-042417	101-4130-422	PROFESSIONAL ELECTION COSTS 4-11-17	000000	340.18
				DEPARTMENT 130 ELECTIONS	TOTAL:	340.18

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 142 FINANCE

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-05/01/17	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,426.43
01-1171	A & B BUSINESS SOLUTION	I-IN390125	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	98.68
01-1725	QUILL CORPORATION	I-5995226	101-4142-426	SUPPLIES BINDER COVERS - FINANCE	000000	15.99
		I-6011017	101-4142-426	SUPPLIES OFFICE SUPPLIES - FINANCE	000000	665.44
		I-6043112	101-4142-426	SUPPLIES REAM OF PAPER - FINANCE	000000	18.99
01-2580	SD GOV. FINANCE OFFICER	I-042614	101-4142-427	TRAVEL REGISTRATION - FIN.OFC.SCHOOL	000000	75.00
01-2581	SD GOV. HUMAN RESOURCE	I-042617	101-4142-427	TRAVEL REGISTRATIONS - H R SCHOOL	000000	100.00
01-3877	MUTUAL OF OMAHA	I-000631098527	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.46
					TOTAL:	2,416.99

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN					
		I-62243841	101-4192-422-10	PROFESSIONAL LAWN SERVICE/LIBRARY	000000	44.55
		I-62249426	101-4192-422-08	PROFESSIONAL- LAWN SERVICE/HISTORY CENTER	000000	44.55
		I-62256137	101-4192-422-11	PROFESSIONAL LAWN SERVICE/GORDON PK, CEMETE	000000	146.00
		I-62258344	101-4192-422-01	PROFESSIONAL LAWN SERVICE/ADAMS HOUSE	000000	41.97
		I-62311675	101-4192-422-11	PROFESSIONAL LAWN SERVICE/ROTARY PARK	000000	75.71
01-0429	BLACK HILLS ENERGY					
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	22.77
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	24.74
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES WELCOME SIGN JCT HWY 385 & CLI	000000	13.72
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES 1 MILLER STREETS	000000	16.89
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES WELCOME SIGN DEADWOOD HILL	000000	22.39
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES SAMPSON STREET PUMP	000000	17.87
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES PRESSURE REG STATION	000000	103.31
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES GAYVILLE PUMP	000000	12.00
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	69.10
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	119.52
		I-POWER 04-25-17 PB	101-4192-428-13	UTILITIES - R REC CENTER	000000	6,949.97
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES 610 BROADWAY ST	000000	110.86
		I-POWER 04-25-17 PB	101-4192-428-07	UTILITIES - F FIRE HALL	000000	481.08
		I-POWER 04-25-17 PB	101-4192-428-07	UTILITIES - F 737 MAIN STREET	000000	10.74
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	50.13
		I-POWER 04-25-17 PB	101-4192-428-03	UTILITIES - B BALLFIELD	000000	248.40
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	211.31
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES SPEED SIGN CHARLES STREET	000000	14.46
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES PUMP DENVER AVENUE	000000	855.19
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	148.46
		I-POWER 04-25-17 PB	101-4192-428-05	UTILITIES - C 110 TIMMS LANE COLD STORAGE	000000	50.10
		I-POWER 04-25-17 PB	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	507.95
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES SHERMAN ST TRAFFIC LIGHTS	000000	72.06
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES WATER TANK LANE	000000	12.00
		I-POWER 04-25-17 PB	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	316.00
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES WILD BILL STATUE LIGHT	000000	12.00
		I-POWER 04-25-17 PB	101-4192-428-06	UTILITIES - D RODEO GROUNDS	000000	16.93
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES 65 SHERMAN STREET	000000	4,069.44
		I-POWER 04-25-17 PB	101-4192-428-01	UTILITIES - AD ADAMS HOUSE INFO CENTER	000000	112.05
		I-POWER 04-25-17 PB	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN	000000	13.61
		I-POWER 04-25-17 PB	101-4192-428-03	UTILITIES - B CONCESSION STANDS	000000	139.28
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES CLIFF STREET PRV	000000	96.34
		I-POWER 04-25-17 PB	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET	000000	91.71
		I-POWER 04-25-17 PB	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET	000000	2,174.14
		I-POWER 04-25-17 PB	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	602.98
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	28.04
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES CUTTING MINE	000000	44.26
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	489.54
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES MT MORIAH TICKET BOOTH B-ROOMS	000000	36.02
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES 301 CLIFF STREET	000000	1,159.08
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES PRV STATION	000000	97.05

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
		I-POWER 04-25-17 PB	101-4192-428-01	UTILITES - AD ADAMS HOUSE	000000	438.94
		I-POWER 04-25-17 PB	101-4192-428-08	UTILITES - HI INTERPRETIVE CENTER	000000	1,010.53
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	305.44
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES 5 SIEVER STREET	000000	598.19
		I-POWER 04-25-17 PB	101-4192-428-11	UTILITIES - P PARK SHOP	000000	286.16
		I-POWER 04-25-17 PB	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	630.09
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES REDWOOD TANK	000000	172.29
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES PUMP PLEASANT STREET	000000	24.00
		I-POWER 04-25-17 PB	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	601.55
		I-POWER 04-25-17 PB	101-4192-428-12	UTILITIES - P 767 MAIN STREET	000000	10.74
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	179.93
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES WATER HEAT TAPE	000000	32.12
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES PRESSURE REDUCTION STATION	000000	211.70
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES FLAG MT MORIAH	000000	46.35
		I-POWER 04-25-17 PB	101-4192-428-14	UTILITIES - S CITY STREET SHOP	000000	771.81
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES SPEED SIGN MCKINLEY ST	000000	12.36
		I-POWER 04-25-17 PB	101-4192-428	UTILITIES PUMPHOUSE MT MORIAH DR	000000	12.00
		I-POWER 4-24-17 GATE	101-4192-428-19	UTILITIES - G POWER 3/23-04/21/17/GATEWAY	000000	117.05
01-0433	WELLMARK BLUE CROSS BLU	I-05/01/17	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,189.73
01-0553	MONTANA DAKOTA UTILITIE					
		I-GAS 04-21-17 A HOU	101-4192-428-01	UTILITES - AD NATURAL GAS 03/24-04/20/17/HOU	000000	182.50
		I-GAS 04-21-17 A MUS	101-4192-428-02	UTILITIES - A NATURAL GAS 03/24-04/20/17/MUS	000000	201.87
		I-GAS 04-21-17 CITY	101-4192-428-04	UTILITIES - C NATURAL GAS 03/24-04/20/17/CIT	000000	273.86
		I-GAS 04-21-17 FIRE	101-4192-428-07	UTILITIES - F NATURAL GAS 03/24-04/20/17/FIR	000000	316.72
		I-GAS 04-21-17 GATEW	101-4192-428-19	UTILITIES - G NATURAL GAS 03/24-04/20/17/GAT	000000	41.16
		I-GAS 04-21-17 GAYVI	101-4192-428	UTILITIES NATURAL GAS 03/24-04/20/17/GAY	000000	23.93
		I-GAS 04-21-17 HISTO	101-4192-428-08	UTILITES - HI NATURA GAS 03/24-04/20/17/HIST	000000	87.16
		I-GAS 04-21-17 PARKS	101-4192-428-11	UTILITIES - P NATURAL GAS 03/24-04/20/17/PAR	000000	84.02
		I-GAS 04-21-17 PAVIL	101-4192-428-12	UTILITIES - P NATURAL GAS 03/24-04/20/17/PAV	000000	719.65
		I-GAS 04-21-17 REC C	101-4192-428-13	UTILITIES - R NATURAL GAS 03/24-04/20/17/REC	000000	3,077.82
		I-GAS 04-21-17 STRTS	101-4192-428-14	UTILITIES - S NATURAL GAS 03/24-04/20/17/STR	000000	299.75
		I-GAS 04-21-17 TROLL	101-4192-428-15	UTILITIES - T NATURAL GAS 03/24/-04/19/17/TR	000000	170.18
01-0578	TWIN CITY HARDWARE & LU					
		I-A330616	101-4192-425-04	REPAIRS - CIT SNAPOFF BLADE-CUTTER/CITY	000000	15.98
		I-A330697	101-4192-426-03	SUPPLIES - BA VARIOUS COBALT DRILL BITS/BALL	000000	20.35
		I-A330732	101-4192-425-04	REPAIRS - CIT ROLL COVER-BRUSH-AIR FRESH/CIT	000000	68.30
		I-A331071	101-4192-425-04	REPAIRS - CIT FASTENERS-CORNER IRON/CITY	000000	7.39
		I-A331474	101-4192-425-14	REPAIRS - STR FLOURESCENT LIGHT TUBES/STRTS	000000	91.98
		I-A331682	101-4192-425-02	REPAIRS - ADA TAPE RULE/ADAMS MUSEUM	000000	19.99
		I-A331729	101-4192-425-08	REPAIRS - HIS (4) FASTENERS/HISTORY	000000	3.00
		I-A332070	101-4192-425-05	REPAIRS - COL (12) POLY BIRD SPIKE KIT/COLD	000000	299.88
		I-A332119	101-4192-425-04	REPAIRS - CIT SPONGE MOP-FASTENERS-CAN/CTY	000000	75.43
		I-A332151	101-4192-425-06	REPAIRS - DAY TANKLESS H2O HEATER/GRANDSTAND	000000	614.99
		I-A332152	101-4192-425-04	REPAIRS - CIT TRIPP LITE 350/CITY HALL	000000	69.99

PACKET: G4037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
	I-A332183	101-4192-426	SUPPLIES	ROLLER MOP-MOP REFILL/PUB BLDG	000000	21.98
	I-A332359	101-4192-425-10	REPAIRS - LIB	40 LB SOFTENER SALT/LIBRARY	000000	59.88
	I-A332360	101-4192-425-06	REPAIRS - DAY	TWIN PACK SAWHORSE/GRANDSTANDS	000000	38.49
	I-A332407	101-4192-425-03	REPAIRS - BAL	THUMB TACKS-PAD FURNITURE/BALL	000000	7.07
	I-D358344	101-4192-425-04	REPAIRS - CIT	BRACKET-PAINT-SHELF-ADHES/CITY	000000	266.96
	I-D358351	101-4192-425-04	REPAIRS - CIT	40" WHITE HANGING RAIL/CITY	000000	15.99
	I-D358797	101-4192-425-03	REPAIRS - BAL	TRASH CAN-CORK BOARD/BALLPARK	000000	73.96
	I-D359181	101-4192-425-06	REPAIRS - DAY	FLAT BIBB WASHER/GRANDSTANDS	000000	0.69
	I-D359315	101-4192-425-10	REPAIRS - LIB	FLOURESCENT LAMPHOLDER/LIB	000000	16.77
	I-D359438	101-4192-425-10	REPAIRS - LIB	(2) METAL HALIDE BULBS/LIBRARY	000000	65.98
01-0724	ARMSTRONG EXTINGUISHER					
	I-149451	101-4192-425-17	REPAIRS-DAYS	(10) SPRINKLER HEAD GUARDS/DAY	000000	90.00
	I-149463	101-4192-425-06	REPAIRS - DAY	(10) ROME FX CABINETS/GRANDSTA	000000	800.00
01-1502	BLACK HILLS CHEMICAL					
	I-113686	101-4192-426	SUPPLIES	(6) NILOGEL WATER SOLUBLE/PB	000000	54.30
	I-115076	101-4192-426-21	SUPPLIES - WE	LOTION SOAP-DISPENSER/PB	000000	167.16
	I-115157	101-4192-426	SUPPLIES	CLOROX-ROLL TOWEL-ECONO/PB	000000	122.29
01-1626	SERVALL UNIFORM AND LIN					
	I-2574224	101-4192-426-14	SUPPLIES - ST	LAUNDRY BAGS-MOPS-MATS/STR	000000	124.08
	I-2574225	101-4192-426-04	SUPPLIES - CI	MATS-MOPS-TOWELS-LINEN/CITY	000000	195.19
	I-2574226	101-4192-426-08	SUPPLIES - HI	TOWELS-MATS-HANDLES-MOPS/HIST	000000	172.39
	I-2574227	101-4192-426-11	SUPPLIES - PA	TOWELS-MATS-LINEN-BAGS/PARKS	000000	50.58
	I-2574234	101-4192-426-07	SUPPLIES - FI	LINEN-MOPSFRAMES-HANDLES/FIRE	000000	31.29
	I-2580220	101-4192-426-14	SUPPLIES - ST	MATS-LINEN-TOWELS-HANDLE/STR	000000	279.88
	I-2580221	101-4192-426-04	SUPPLIES - CI	MATS-LINEN-TOWELS-BAGS/CITY HA	000000	195.19
	I-2580222	101-4192-426-08	SUPPLIES - HI	LINEN-MATS-MOPS-HANDLES/HIST	000000	172.39
	I-2580223	101-4192-426-11	SUPPLIES - PA	LAUNDRY BAGS-MOPS-BAGS/PARKS	000000	50.58
	I-2580233	101-4192-426-07	SUPPLIES - FI	LINEN-MOPS-LAUNDRY BAGS/FIRE H	000000	31.29
	I-2580887	101-4192-426-12	SUPPLIES - PA	MATS-MOPS-FRAMES-HANDLE/PAVIL	000000	95.96
01-3421	S AND C CLEANERS					
	I-114	101-4192-422-10	PROFESSIONAL	CLEANING/LIBRARY	000000	600.00
	I-114	101-4192-422-07	PROFESSIONAL	CLEANING/FIRE HALL	000000	400.00
01-3685	BLACK HILLS SECURITY &					
	I-R234689	101-4192-422-06	PROFESSIONAL-	FIRE ALARM 5/1-7/31/17/RODEO	000000	104.85
	I-R234690	101-4192-422-06	PROFESSIONAL-	ALARM SYS 5/1-7/31/17/RODEO	000000	104.85
	I-R234693	101-4192-422-10	PROFESSIONAL	ALARM SYS 5/1-7/31/17/LIBRARY	000000	104.85
	I-R234694	101-4192-422-08	PROFESSIONAL-	SECURITY-FIRE ALARM 5/1-7/31/H	000000	508.78
01-3838	VAST BROADBAND					
	I-CABLE 04-12-17 CIT	101-4192-428-04	UTILITIES - C	CABLE 04/16-05/15/17/CITY HALL	000000	190.28
	I-CABLE 04-14-17 REC	101-4192-428-13	UTILITIES - R	CABLE 04/18-05/17/17/ REC CENT	000000	90.00
	I-PHONE 04-12-17 LIB	101-4192-428-10	UTILITIES - L	TELEPHONE 04/16-05/15/17/LIBRA	000000	250.49
	I-PHONE 04-12-17 STR	101-4192-428-14	UTILITIES - S	TELEPHONE 04/16-05/15/17/STRTS	000000	44.03

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3838	VAST BROADBAND	continued				
		I-PHONE 04-14-17 HIS	101-4192-428-08	UTILITES - HI TELEPHONE 04/18-05/17/17/HIST	000000	124.17
		I-PHONE 04-14-17 REC	101-4192-428-13	UTILITIES - R PHONE 04/18-05/17/17/REC CENTE	000000	236.38
		I-PHONE 04-16-17 CIT	101-4192-428-04	UTILITIES - C TELEPHONE 04/20-05/19/17/CITY	000000	40.87
		I-PHONE 04-20-17 FIR	101-4192-428-07	UTILITIES - F TELEPHONE 04/24-05/23/17/FIRE	000000	284.01
		I-PHONE 04-24-17 CIT	101-4192-428-04	UTILITIES - C TELEPHONE 04/28-05/27 CITY HAL	000000	1,369.67
01-3877	MUTUAL OF OMAHA					
		I-000631098527	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	11.14
01-3975	FIRST NATIONAL CREDIT C					
		I-04-25-17 CC KRUEL	101-4192-425-04	REPAIRS - CIT RESTORE - COUNTERTOP	000000	55.25
		I-04-25-17 CC KRUEL	101-4192-425	REPAIRS DODGE RAM PASSENGER SEAT	000000	149.50
		I-04-25-17 CC KRUEL	101-4192-425-21	REPAIRS - WEL KNOX BOX	000000	325.33
		I-04-25-17 CC KRUEL	101-4192-425-19	REPAIRS - GAT KNOX BOX	000000	325.33
		I-04-25-17 CC KRUEL	101-4192-425-06	REPAIRS - DAY KNOX BOX	000000	325.34
		I-04-25-17 CC KRUEL	101-4192-425-13	REPAIRS - REC LG WALL CLOCK DISPLAY	000000	149.49-
01-4057	VIEHAUSER ENTERPRISES,					
		I-12040	101-4192-425-04	REPAIRS - CIT (3) ASSA 140 KEY CUTS/CITY HAL	000000	36.00
DEPARTMENT 192 PUBLIC BUILDINGS					TOTAL:	43,145.12

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/17	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,009.81
01-1171	A & B BUSINESS SOLUTION					
		I-IN389335	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	67.61
01-1410	WESTERN COMMUNICATIONS,					
		I-17-722133	101-4221-425	REPAIRS RADIO REPAIR - FIRE DEPT	000000	451.75
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-041417	101-4221-434	MACHINERY/EQU REIMBS.2 COMPUTERS & MONITOR	000000	1,213.91
01-3877	MUTUAL OF OMAHA					
		I-000631098527	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-4150	GOLDEN WEST INDUSTRIAL					
		I-2082118	101-4221-426	SUPPLIES LED BULBS, REFLECT TAPE - FIRE	000000	235.74
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 2,983.77

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 232 BUILDING INSPECTION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/17	101-4232-415	INSURANCE	WELLMARK BLUE CROSS AND BLUE S 000000	933.38
01-3877	MUTUAL OF OMAHA					
		I-000631098527	101-4232-415	INSURANCE	LIFE INSURANCE	000000 4.93
DEPARTMENT 232 BUILDING INSPECTION TOTAL:						938.31

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/17	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	6,719.07
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-170310095	101-4310-422	PROFESSIONAL (2) PAGER AIR TIME-VM/WATER,ST	000000	16.59
01-0575	SOUTHSIDE OIL					
		I-091353	101-4310-426	SUPPLIES 5500 GAL FUEL/STREETS	000000	11,550.00
01-0578	TWIN CITY HARDWARE & LU					
		I-A330651	101-4310-426	SUPPLIES ADAPTER-CONDUIT-CONNECTOR/ST	000000	46.56
		I-A330721	101-4310-426	SUPPLIES RUBBER FLOAT-CONCRETE MIX/STR	000000	26.14
		I-A330722	101-4310-426	SUPPLIES SILICONE CAULK-SOCKET-BIT/STRT	000000	52.75
		I-A330740	101-4310-426	SUPPLIES 12 QT GALV PAIL-KNEEPAD/STRTS	000000	67.97
		I-A330764	101-4310-426	SUPPLIES LACQER THINNER-CHIP BRUSH/STR	000000	36.63
		I-A330804	101-4310-425	REPAIRS (3) 60 LB CONCRETE MIX/STREETS	000000	13.74
		I-A330821	101-4310-426	SUPPLIES (4) TUBE SAND KILN/STREETS	000000	21.96
		I-A330875	101-4310-426	SUPPLIES 8" 4 IN HAND FILE/STREETS	000000	11.99
		I-A331037	101-4310-425	REPAIRS POLY BRUSH-CHIP BRUSH-STAIN/ST	000000	14.33
		I-A331041	101-4310-426	SUPPLIES (2) 60 LB CONCRETE MIX/STRTS	000000	9.16
		I-A331073	101-4310-426	SUPPLIES WET/DRY CARTRIDGE FILTER/STRTS	000000	31.98
		I-A331122	101-4310-426	SUPPLIES (2) PLASTIC SPRAY BOTTLE/STRTS	000000	5.58
		I-A331182	101-4310-426	SUPPLIES ZINC PIN HINGE-WALL FILTER/STR	000000	24.48
		I-A331247	101-4310-425	REPAIRS ZN EYE BOLT/STREETS	000000	0.79
		I-A331279	101-4310-426	SUPPLIES LEAK DETECTOR-BATTERY/STRTS	000000	47.98
		I-A331773	101-4310-426	SUPPLIES FASTENERS-LTR NMER SET/STRTS	000000	7.19
		I-A331972	101-4310-426	SUPPLIES 4 OZ BLUE CHALK/STREETS	000000	1.49
		I-A332043	101-4310-426	SUPPLIES (12) CORROSION INHIBITOR/STRTS	000000	155.88
		I-D358245	101-4310-425	REPAIRS EPOXY REPR MIL/CONCRETE/STRTS	000000	13.98
		I-D358326	101-4310-426	SUPPLIES PLANNER-HR SLD FLT/STREETS	000000	32.98
		I-D358381	101-4310-425	REPAIRS (2) 60 LB CONCRETE BAG/STREETS	000000	9.16
		I-D358498	101-4310-426	SUPPLIES FEM HOSE REPAIR- MALE COUPLE/S	000000	12.78
		I-D358643	101-4310-426	SUPPLIES (4) GREASE COUPLER/STREETS	000000	15.16
		I-D358647	101-4310-426	SUPPLIES (2) 18W DIM LED BLB/STREETS	000000	25.98
		I-D359524	101-4310-426	SUPPLIES RING TERMINAL BUTT SPLICE/STRT	000000	16.56
		I-D359730	101-4310-426	SUPPLIES 8' SIGN POST-FLAG STAKE/STREET	000000	61.96
		I-D359873	101-4310-426	SUPPLIES (6) TIMBER/STREETS	000000	26.94
		I-d358246	101-4310-425	REPAIRS ADHESIVE-PRIMER ANTIRUST/STRTS	000000	18.98
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-46282	101-4310-425	REPAIRS REPAIR HEAVY TRUCK TIRE/STRTS	000000	45.00
01-0619	TWILIGHT FIRST AID & SA					
		I-41940	101-4310-426	SUPPLIES IBUPROFEN-LENS TOWELS-OINT/ST	000000	50.80
01-0684	NORTHWEST PIPE FITTINGS					
		I-1139008	101-4310-426	SUPPLIES 50' ROCKER LUG-FIRE HOSE/STRTS	000000	408.48
01-1171	A & B BUSINESS SCLUTION					

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BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1171	A & B BUSINESS SOLUTION	continued				
		I-IN389337	101-4310-426	SUPPLIES	CONTRACT COPIER USAGE/STRTS	000000 145.84
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-3670	101-4310-425	REPAIRS	HOSE CURB-HUSKY BREAKAWAY/ST	000000 216.70
01-1830	CALIFORNIA CONTRACTORS					
		I-T58357	101-4310-426	SUPPLIES	16 PC BL OXID B&O WRENCH SET/S	000000 137.77
01-3628	BICKLE TRUCK & DIESEL S					
		I-11441	101-4310-425	REPAIRS	FORD WATER TRUCK REPAIRS/STRTS	000000 2,576.00
01-3877	MUTUAL OF OMAHA					
		I-000631098527	101-4310-415	GROUP INSURAN	LIFE INSURANCE	000000 30.94
01-3975	FIRST NATIONAL CREDIT C					
		I-04-25-17 CC MOHR	101-4310-426	SUPPLIES	PAPER CASE-REAM-RECEIPT BK/STR	000000 83.02
				DEPARTMENT 310	STREETS	TOTAL: 22,791.20

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 370 OAKRIDGE CEMETERY

BANK: FNBAP

BUDGET TO USE: CE-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1358959	101-4370-425	REPAIRS	COVER-BLADE-GAS CANS/OAKRIDGE	000000
						247.47
				DEPARTMENT 370	OAKRIDGE CEMETERY	TOTAL:
						247.47

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/17	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,172.36
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-170310110	101-4520-422	PROFESSIONAL (2) PAGER AIRTIME-VOICEMAIL/PK	000000	34.22
01-0578	TWIN CITY HARDWARE & LU					
		C-D359543	101-4520-433	IMPROVEMENTS CR FOR 55 BAGS OF CONCRETE/PKS	000000	251.90-
		I-A331483	101-4520-426	SUPPLIES 3.5 LB 16 GA REBAR TIEWIRE/PAR	000000	4.39
		I-A331487	101-4520-426	SUPPLIES (2) LITHIUM 3V BATTERY/PARKS	000000	11.98
		I-A331738	101-4520-433	IMPROVEMENTS CONCRETE MIX-FORM TUBE/PARKS	000000	65.27
		I-A331745	101-4520-426	SUPPLIES FASTENERS/PARKS	000000	4.50
		I-A331877	101-4520-426	SUPPLIES FASTENERS/PARKS	000000	1.89
		I-A332149	101-4520-433	IMPROVEMENTS FASTENERS FOR BENCH-TABLES/PRK	000000	20.88
		I-D359542	101-4520-433	IMPROVEMENTS 56 BAGS 60 LB CONCRETE MIX/PRK	000000	256.48
		I-d359416	101-4520-426	SUPPLIES PLIER TONGUE/GRV 12 IN STR/PKS	000000	18.99
01-0619	TWILIGHT FIRST AID & SA					
		I-41941	101-4520-426	SUPPLIES BANDAGES-EYE WASH-TABLETS/PKS	000000	60.40
01-0677	LAWSON PRODUCTS, INC.					
		I-9304860056	101-4520-426	SUPPLIES (6) GRINDWHEEL 4 1/2"/PARKS	000000	110.75
01-0969	E.T. SPORTS					
		I-16543	101-4520-425	REPAIRS AIR FILTER-BATTERY/PARKS	000000	57.69
01-1498	A & J SUPPLY					
		I-2042	101-4520-425	REPAIRS 3 X 3 X 1/4 ALUM/PARKS	000000	15.00
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1358837	101-4520-426	SUPPLIES 4 COVER/PARKS	000000	51.80
01-1904	CAMPBELL SUPPLY					
		I-TRX 166	101-4520-426	SUPPLIES (72) FLYTRAP JAR-(3) RAKES/PRK	000000	440.25
01-3877	MUTUAL OF OMAHA					
		I-000631098527	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	25.99
DEPARTMENT 520 PARKS						TOTAL: 5,120.94

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 640 PLANNING AND ZONING

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/17	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	933.38
01-3877	MUTUAL OF OMAHA					
		I-000631098527	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	940.81
				FUND 101 GENERAL FUND	TOTAL:	97,882.03

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/17	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,426.45
01-0553	MONTANA DAKOTA UTILITIE					
		I-68250010003APR17	206-4550-428	UTILITIES NATURAL GAS 3/24-4/20/17 LIBRA	000000	231.10
01-0578	TWIN CITY HARDWARE & LU					
		I-D359425	206-4550-424	CHILDREN'S PR COPY PAPER - BLUE, GREEN-LIBRAR	000000	17.98
01-0973	PETTY CASH- LIBRARY					
		I-042617	206-4550-426	SUPPLIES REIMBURSE STAMPS - LIBRARY	000000	49.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN385321	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY	000000	42.34
		I-IN391188	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY	000000	31.56
01-1562	MIDWEST TAPE					
		I-94933135	206-4550-434	BOOKS, MAPS A DVD - LIBRARY	000000	22.99
		I-94953953	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	50.98
01-1626	SERVALL UNIFORM AND LIN					
		I-2580234	206-4550-425	REPAIRS TOWELS & MOP - LIBRARY	000000	19.03
01-1871	SD STATE ARCHIVES					
		I-6102	206-4550-429	OTHER DIAZO MICROFILM-1/2-2/28/17-BH	000000	64.00
01-3877	MUTUAL OF OMAHA					
		I-000631098527	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	8.17
DEPARTMENT 550 LIBRARY						TOTAL: 1,963.60
FUND 206 LIBRARY FUND						TOTAL: 1,963.60

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/17	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	493.07
01-0578	TWIN CITY HARDWARE & LU					
		I-A331634	209-4510-426	SUPPLIES COFFEE BREWER/REC CENTER	000000	119.99
		I-D359875	209-4510-426	SUPPLIES 16 PK AAA ALK BATTERY/REC CENT	000000	7.99
01-2645	HAWKINS INC					
		I-4057630 RI	209-4510-426	SUPPLIES AZONE-DELDROM-MURIATIC/REC	000000	1,030.88
01-3092	ASSOCIATED SUPPLY COMPA					
		I-85721	209-4510-425	REPAIRS STRAINER LID GASKET/REC	000000	71.97
01-3506	ALSCO					
		I-LCAS1121401	209-4510-426	SUPPLIES MATS\REC CENTER	000000	130.82
01-3648	NETWORK SERVICES COMPAN					
		I-358494-0	209-4510-426	SUPPLIES (2) FOAM GUN/REC CENTER	000000	322.68
		I-365720-0	209-4510-426	SUPPLIES BODY-HAIR SHAMPOO-TOWEL/REC	000000	134.47
01-3877	MUTUAL OF OMAHA					
		I-000631098527	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-3975	FIRST NATIONAL CREDIT C					
		I-04-25-17 CC TRIDLE	209-4510-426	SUPPLIES FAMILY DOLLAR - DAWN DISH SOAP	000000	13.15
		I-04-25-17 CC TRIDLE	209-4510-426	SUPPLIES FAMILY DOLLAR - COFFEE, DUSTER	000000	29.77
		I-04-25-17 CC TRIDLE	209-4510-426	SUPPLIES HARBOR FREIGHT - SWIVEL CASTOR	000000	17.00
		I-04-25-17 CC TRIDLE	209-4510-433	IMPROVEMENTS HARBOR FREIGHT - SWIVEL CASTOR	000000	1,388.83
01-4072	IDZONE					
		I-1331470	209-4510-426	SUPPLIES PROXIMITY PVC CARDS/REC CENTER	000000	672.00
DEPARTMENT 510 REC CENTER					TOTAL:	4,437.57

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 980 SPECIAL EVENTS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0475	DEADWOOD CHAMBER & VISI					
		I-041117	209-4980-422	PROFESSIONAL B&B BILL LIST - 3/15-4/11/17	000000	45,000.00
		I-041117	209-4980-422	PROFESSIONAL EVENT COMPLEX MGMT FUNDS	000000	5,606.25
01-0578	TWIN CITY HARDWARE & LU					
		I-D359197	209-4980-429	OTHER (3) BICYCLES/ REC CENTER	000000	279.97
01-3975	FIRST NATIONAL CREDIT C					
		I-04-25-17 CC TRIDLE	209-4980-429	OTHER WALMART - EASTER EGG HUNT	000000	114.64
DEPARTMENT 980 SPECIAL EVENTS						TOTAL: 51,000.86

FUND 209 BED & BOOZE FUND						TOTAL: 55,438.43

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 213 BUSINESS IMPROVEMENT DIST

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-041117	213-4630-423	MARKETING	BID 1-6 BILL LIST - 3/15-4/11	000000 142,283.25
				DEPARTMENT 630	BID	TOTAL: 142,283.25
				FUND	213 BUSINESS IMPROVEMENT DIST	TOTAL: 142,283.25

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 214 BID #7-OCCUPANCY TAX

DEPARTMENT: 630 BID #7

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0475	DEADWOOD CHAMBER & VISI					
		I-041117	214-4630-423	MARKETING	BID 7 BILL LIST - KDM EXPENSES 000000	13,250.00
DEPARTMENT 630 BID #7						TOTAL: 13,250.00

FUND 214 BID #7-OCCUPANCY TAX						TOTAL: 13,250.00

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BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0475	DEADWOOD CHAMBER & VISI					
		I-041117	215-4572-215	VISITOR MGMT HIST/INFO CENTER BILL LIST	000000	16,625.00
		I-041117A	215-4572-235	VISITOR MGMT MT. MORIAH COOP AD & MARKETING	000000	550.00
		I-041117A	215-4572-210	VISITOR MGMT MT. MORIAH COOP AD & MARKETING	000000	51,629.11
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-50977	215-4572-235	VISITOR MGMT PLUMA ENTRY ONLY SIGNAGE	000000	195.00
01-2556	MARIAH PRESS/PRODUCTION					
		I-1422	215-4572-235	VISITOR MGMT BASEBALL BOOKS	000000	199.40
		I-1423	215-4572-235	VISITOR MGMT DWD BASEBALL BOOK PRINTING	000000	6,773.50
01-3975	FIRST NATIONAL CREDIT C					
		I-042617-CC-HP	215-4572-235	VISITOR MGMT HP PUB ED	000000	28.50
		I-042617-CC-HP	215-4572-235	VISITOR MGMT HP PUB ED	000000	30.80
01-4144	COTE, DAVID					
		I-04217	215-4572-235	VISITOR MGMT ANTIQUE TROPHY RESTORATION	000000	156.75
01-4145	PHILLIPS, JIM					
		I-032917	215-4572-235	VISITOR MGMT ANTIQUE TROPHY RESTORATION	000000	17.00
01-4147	FACIAL IMAGES					
		I-12-0051	215-4572-235	VISITOR MGMT 2D FACIAL RECOGNITION	000000	1,250.00

DEPARTMENT 572 HP VISITOR MGMT AND INFO TOTAL: 77,455.06

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 573 HP HISTORIC INTERPRETATIO

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1191	UMENTHUM, KEITH					
		I-407442	215-4573-335	HIST. INTERP. DISPLAY COIN HOLDER	000000	75.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 75.00

BANK: FNBAP

DEPARTMENT 575	HP DEADWOOD GRANT AND LOA	TOTAL:	4,017.14
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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C510	GOLDEN WEST TECHNOLOGIE	I-315750	215-4576-600	PROFES. SERV. EMAIL SECURITY,OFFSITE BACKUP	000000	215.00
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						215.00

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-170114	215-4577-775-01	CIP-LOWER MAI HARDWARE & TOUCHSCREEN MODULES	000000	2,666.00
01-0720	ALBRIGHT CONSTRUCTION I					
		I-APP 3	215-4577-735	CAPITAL ASSET 76 GRANSTAND ROOF REPLACEMENT	000000	16,080.86
01-0775	ALBERTSON ENGINEERING,					
		I-10909	215-4577-755	CAPITAL ASSET 2014-187H RAYMONT ST RET WALL	000000	60.00
		I-10914	215-4577-755	CAPITAL ASSET 2017-046H DENVER&WILLIAMS RET	000000	496.20
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:		19,303.06

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1191	UMENTHUM, KEITH	I-407441	216-4653-962-03	WINDOWS GRANT WINDOWS - 35 MADISON - OCHSE	000000	1,200.00
01-2857	NEIGHBORHOOD HOUSING SE	I-2017-4	216-4653-422	PROFESSIONAL SVC CONTRACT-4/1/17-4/30/17	000000	5,775.00
01-3403	BAILEY ELECTRIC, L.L.C.	I-431530	216-4653-962-01	SPECIAL NEEDS ELECTRIC - 23 BURNHAM - HANGEN	000000	1,673.50
01-4109	HINZ, MARK	I-117-0327-01	216-4653-962-03	WINDOWS GRANT WINDOWS - 867 MAIN - EDSTROM	000000	3,375.00
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	12,023.50
			FUND 216	REVOLVING LOAN	TOTAL:	12,023.50

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BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1383	AINSWORTH-BENNING CONST					
	I-PAY APP #17	564-4192-422	PROFESSIONAL	DWD LOWER MAIN WELCOME CENTER	000000	514,225.00
01-2994	CHAMBERLIN ARCHITECTS					
	I-INVOICE #28	564-4192-422	PROFESSIONAL	PRO SVCS DWD WELCOME CENTER	000000	4,524.97
01-3791	ADVANCED ENGINEERING AN					
	I-52620	564-4192-422	PROFESSIONAL	PRO SVCS DWD WELCOME CENTER	000000	1,936.00
01-4057	VIEHAUSER ENTERPRISES,					
	I-12067	564-4192-422	PROFESSIONAL	CAMERAS-CONTROL PANEL/WELCOME	000000	24,516.94
			DEPARTMENT 192	PUBLIC BUILDING	TOTAL:	545,204.91
			FUND	564	LOWER MAIN VISITOR CENTERTOTAL:	545,204.91

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/17	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,745.91
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-170310095	602-4330-422	PROFESSIONAL (2) PAGER AIR TIME-VM/WATER,ST	000000	16.59
		I-316970	602-4330-434	MACHINERY/EQU FUJITSU LAPTOP-SET UP/WATER	000000	1,030.25
01-0578	TWIN CITY HARDWARE & LU					
		I-A331988	602-4330-426	SUPPLIES (2) 18" BUNGEY/WATER	000000	3.18
		I-D359665	602-4330-426	SUPPLIES GRIP GLOVES-PIPE THRD SEAL/WTR	000000	27.76
01-1365	SD PUBLIC HEALTH LAB					
		I-10576258	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-3877	MUTUAL OF OMAHA					
		I-000631098527	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	21.04
01-3975	FIRST NATIONAL CREDIT C					
		I-04-25-17 CC GREEN	602-4330-427	TRAVEL GIS WORKSHOP REGIST/LANCE WTR	000000	550.00
DEPARTMENT 330 WATER						TOTAL: 4,424.73
FUND 602 WATER FUND						TOTAL: 4,424.73

4/28/2017 10:14 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 32

PACKET: 04037 COMBINED - 4/26/17

VENDOR SET: 01

FUND : 607 MT MORIAH CEMETERY OPERAT

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0455	CITY OF DEADWOOD					
		I-2017 DRAWER MM	607-1020	CASH ON HAND TILL DRAWER FOR MT MORIAH	000000	500.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	500.00

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 607 MT MORIAH CEMETERY OPERAT

DEPARTMENT: 580 MT. MORIAH

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0551	MENARD'S					
		I-22949	607-4580-425	REPAIRS	MITRE BOLT-IVORY KASHMIRE/MM	000000 102.99
		I-23457	607-4580-425	REPAIRS	(4) UPRIGHT WHITE/MT MORIAH	000000 57.95
01-0578	TWIN CITY HARDWARE & LU					
		I-A332076	607-4580-425	REPAIRS	PAINT-WALL BASE-WALL PLATE/MM	000000 129.54
		I-D358485	607-4580-425	REPAIRS	COUPLING-COIL-CONDUIT-WIRE/MM	000000 66.06
01-1798	CHAINSAB CENTER/DAKOTA					
		I-1358959	607-4580-425	REPAIRS	COVER-BLADE-GAS CANS/OAKRIDGE	000000 247.48
01-3838	VAST BROADBAND					
		I-PHONE 04-16-17 MM	607-4580-428	UTILITIES	TELEPHONE 04/20-05/19/17/MT MO	000000 40.87
		I-PHONE 04-18-17 MM	607-4580-428	UTILITIES	TELEPHONE 04/22-05/21/17/MT MO	000000 40.87
01-3975	FIRST NATIONAL CREDIT C					
		I-04-25-17 CC KRUZEL	607-4580-426	SUPPLIES	MT MORIAH - (2) CHAIRS	000000 161.99
		I-04-25-17 CC KRUZEL	607-4580-425	REPAIRS	WHITE HEAVY DUT DWR	000000 126.54
DEPARTMENT 580 MT. MORIAH						TOTAL: 974.29
FUND 607 MT MORIAH CEMETERY OPERAT						TOTAL: 1,474.29

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/17	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,959.84
01-0578	TWIN CITY HARDWARE & LU					
		I-D359299	610-4360-426	SUPPLIES KEY RINGS, KEYS - POLICE	000000	6.02
01-0744	NEWMAN TRAFFIC SIGNS					
		I-TI-0308218	610-4360-426	SUPPLIES TRAFFIC SIGNS - P&T	000000	194.89
		I-TI-0308453	610-4360-426	SUPPLIES TRAFFIC SIGN - P&T	000000	72.22
01-1230	INTERSTATE ALL BATTERY					
		I-1901001008247	610-4360-426	SUPPLIES 7.2 V BATTERIES - P&T	000000	130.50
01-3156	BRANDON INDUSTRIES INC.					
		I-134448	610-4360-426	SUPPLIES POLES,BASE,SIGNS - P&T	000000	1,419.00
01-3877	MUTUAL OF OMAHA					
		I-000631098527	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
01-4146	IT STRAPS ON, INC.					
		I-28919	610-4360-426	SUPPLIES BULL'S EYE SIGN BRACKET - P&T	000000	119.39
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						5,916.71

BANK: FNBAP

FUND	610	PARKING/TRANSPORTATION	TOTAL:	8,838.11
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PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY					
		I-POWER 04-25-17 PB	611-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	802.47
01-2717	AMANO MCGANN, INC.					
		I-INV142024	611-4362-426	SUPPLIES INTERCOM SPEAKER - PKNG RAMP	000000	54.98
01-3838	VAST BROADBAND					
		I-PHONE 04-14-17 RAM	611-4362-428	UTILITIES TELEPHONE 04/19-05/18/17/RAMP	000000	150.32
				DEPARTMENT 362 MAIN STREET RAMP	TOTAL:	1,007.77
				FUND 611 MAIN STREET RAMP	TOTAL:	1,007.77

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 700 5th GRADE DARE FUND

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2685	CREATIVE PRODUCT SOURCI					
		I-89305-C	700-4000-429	OTHER	T SHIRTS, BACKPACK, GYM BAG-DARE 000000	546.09
				DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL: 546.09
				FUND	700 5th GRADE DARE FUND	TOTAL: 546.09

PACKET: 04037 COMBINED - 4/28/17

VENDOR SET: 01

FUND : 701 RUBBLE SITE

DEPARTMENT: 324 RUBBLE SITE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3076	SD DENR					
		I-2017	701-4324-422	PROFESSIONAL 2017 LANDFILL PERMIT RENEWAL	000000	250.00
				DEPARTMENT 324 RUBBLE SITE	TOTAL:	250.00
				FUND 701 RUBBLE SITE	TOTAL:	250.00
					REPORT GRAND TOTAL:	990,283.90

PETITION FOR ANNEXATION

5-1-17
8C

The undersigned owners of real property described below, do hereby PETITION for annexation into the municipal boundaries of the City of Lead pursuant to SDCL § 9-4-1, et. alia, and represent as follows:

1. That they are the owners (or owner's representative) of real property in the territory lying contiguous to the present limits of the City of Lead, Lawrence County, South Dakota.
2. That they constitute not less than three-fourths of the registered voters and the owners of not less than three-fourths of the value of the territory to be annexed and they desire to have such property annexed into the City of Lead and become a part thereof.
3. That attached hereto is an accurate map of such territory to be so annexed, in relation to presently existing boundaries of the City of Lead showing that such territory to be annexed does lie contiguous to the existing boundaries of the City of Lead.
4. That the territory to be annexed is shown on the annexation map attached hereto and is more particularly described below:

Real Property owned by South Dakota Science and Technology Authority:

Tract A of the Yates Subdivision, City of Lead, located outside City Limits of Lead, comprising 78.78 acres more or less (APN 26090-00100-000-00), and

Tract B of the Yates Subdivision, City of Lead, located outside City Limits of Lead, comprising 28.66 acres, more or less (APN 26090-00200-000-00), all located within portions of Sections 33 and 34, T5N, R3E and Sections 3 and 4, T4N, R3E, B.H.M., Lawrence County, South Dakota, and as shown on that certain plat recorded in the office of the Lawrence County Register of Deeds as Plat Document Number 2005-8217.

Real Property owned by City of Deadwood:

Tract C of the Yates Subdivision, City of Lead, located outside City Limits of Lead, and located between Tract A and Tract B, comprising 2.7 acres, more or less (APN 26090-00300-000-00), and located within portions of Sections 33 and 34, T5N, R3E, B.H.M., Lawrence County, South Dakota, as shown on that certain plat recorded in the office of the Lawrence County Register of Deeds as Plat Document Number 2005-8217.

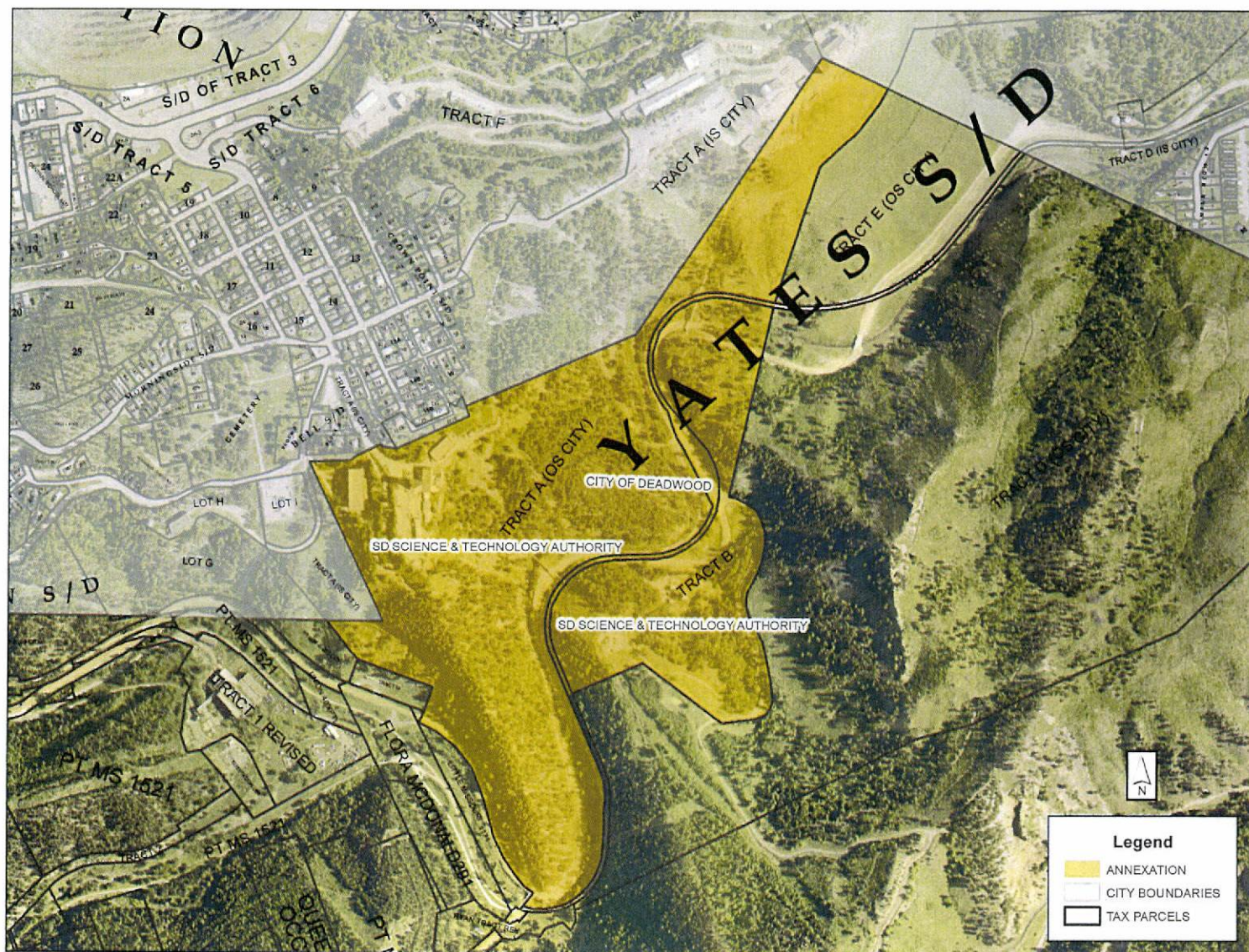
 4-20-17

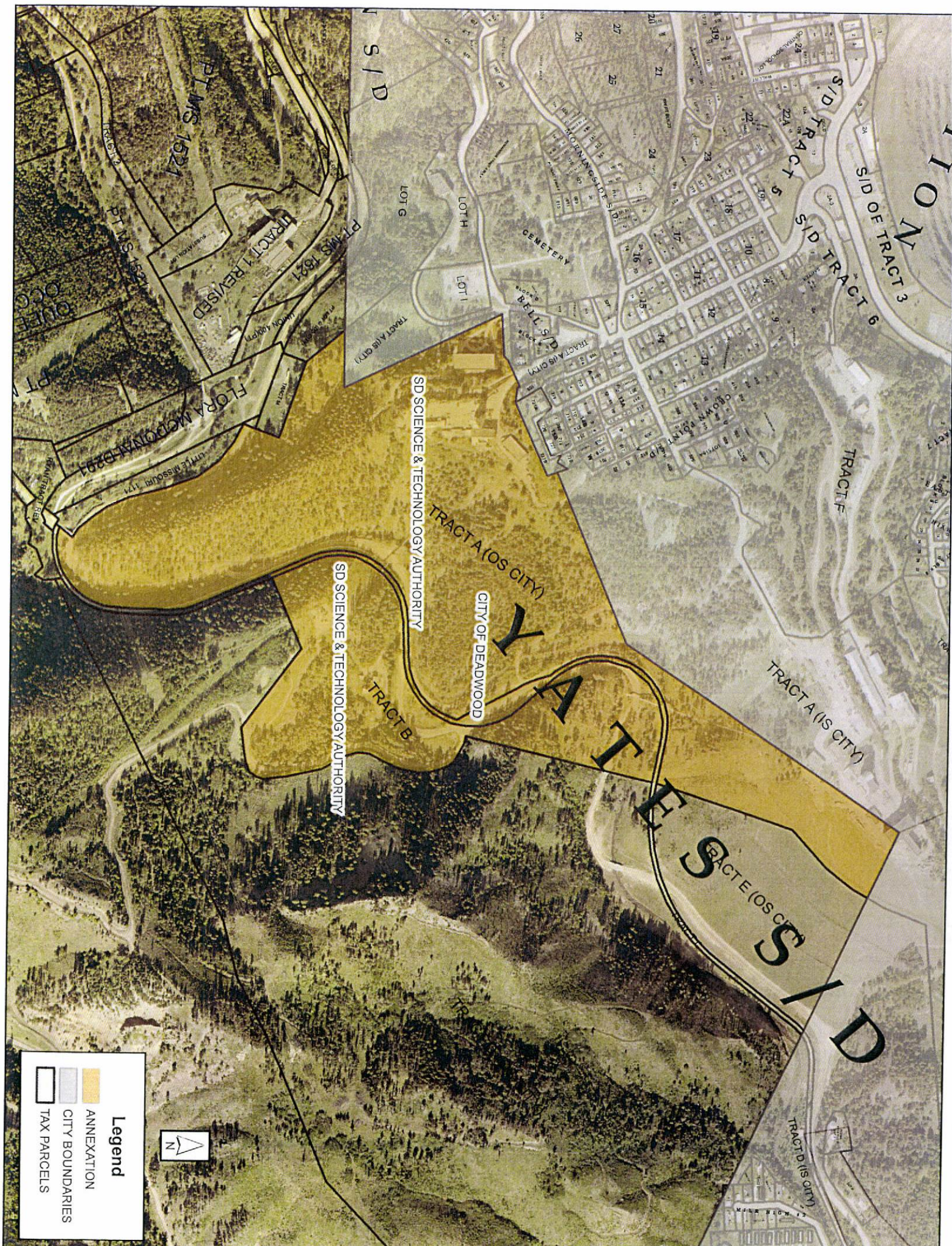
Owner/Petitioner/Representative
South Dakota Science & Technology Authority,
A body corporate and body politic of the State
of South Dakota

Owner/Petitioner/Representative
City of Deadwood, a municipal corporation in
the State of South Dakota

ATTEST:

Mary Jo Nelson, Finance Officer





Mayoral Proclamation

Deadwood, South Dakota

5-1-17
88

WHEREAS: The South Dakota Law Enforcement Torch Run is a grass roots fund raising campaign to raise money for the Special Olympics South Dakota programs; and

WHEREAS: The Special Olympics program is a year-round athletic competition in which over 2,000 individuals with disabilities from South Dakota compete in various athletic events; and

WHEREAS: In 2016, the Torch Run event and other fund raising activities raised over \$574,000 for Special Olympics South Dakota; and

WHEREAS: The 2017 Law Enforcement Torch Run in Deadwood on May 18th honors the Special Olympics athletes from Deadwood participating in the 2017 State Summer Games May 18th – 20th.

WHEREAS: A core group of runners from around the state will finish at the Game's Opening Ceremony in Spearfish, South Dakota on Thursday, May 18th, 2017.

NOW, THEREFORE, I, Charles Turbiville, Mayor of the City of Deadwood, South Dakota, do hereby proclaim the week of May 15th thru May 19th, 2017, "Law Enforcement Torch Run for Special Olympics South Dakota Week" and urge all of its citizens to observe this week with their time, to make a better tomorrow for our community.

**Law Enforcement Torch Run
for Special Olympics South Dakota Week**

IN WITNESS WHEREOF, I have hereunto set my hand, and caused to be affixed the Great Seal of the City of Deadwood, in Deadwood, this 18th day of May 2017.

Charles Turbiville Mayor

B & H Asphalt Paving and Maintenance, Inc.

1441 West Main St.
Rapid City, SD 57701

Phone 605-348-1300

Fax 605-388-4690

WEBSITE WWW.BANDHASPHALT.COM

EMAIL: bandhasphalt@midconetwork.com

Estimate

DATE	ESTIMATE #
4/12/2017	2941

5-1-17
9A

City of Deadwood
Attn: Bill
67 Dunlap
Deadwood SD 57732

PROJECT

ITEM	DESCRIPTION	TOTAL
	Work is in small lot behind Tin Lizzies	
Cracksealing	All cracks to be cleaned with a power crack grazer and blown out with forced air. Cracks are sealed with hot rubberized crack sealer. Approximately 1115 lineal feet	836.25T
Cracksealing Asphalt / Con...	All cracks from asphalt to concrete to be cleaned with a power crack grazer and blown out with forced air. Cracks are sealed with hot rubberized crack sealer. Approximately 130 lineal feet.	97.50T
Seal Coating	Clean and Spray 2 coats of Vance Brothers Ultra Blend Pavement Sealer to approximately 18,245 square feet of Asphalt	1,824.50T
Stripe or Restripe	Stripe or re-stripe approximately 2368 lineal feet with Osha approved paint.	431.52T
Mobilization	Mobilization	100.00T
	Excise Tax	67.14
TOTAL		\$3,356.91

PLEASE SEE PAGE 2 FOR TERMS AND CONDITIONS. THANK YOU FOR YOUR BUSINESS.

**TOTAL AMOUNT DUE UPON MEASUREMENT OF COMPLETED JOB
WE TAKE PRIDE IN MAKING YOU LOOK GOOD!**

This estimate is subject to all the terms and conditions listed on this page hereof, which terms and conditions are incorporated herein by reference.

By _____


Brian Sharkey

ACCEPTANCE: The undersigned hereby accepts this proposal including all terms and conditions thereof.

Acceptance Date _____ Accepted by _____

Title _____

For _____

ONE COPY MUST BE RETURNED SIGNED FOR A VALID CONTRACT!

1. **SCOPE OF WORK:** Seller will furnish all necessary labor, materials, supplies and equipment to complete the work herein specified.
2. **OFFER EXPIRES:** This proposal must be accepted within 30 days or it is invalid.
3. **ACCEPTANCE OF PROPOSAL:** The purchaser represents that they (it, he or she) are the owner of the premises on which the work is to be done, or are an authorized representative of the owner, and have permission and authority to grant seller the right to perform such work on premises. Should seller be required to provide survey stakes and/or to perform engineering services of any nature, purchaser hereby covenants and agrees to save and hold harmless seller from and against any and all damages, claims, costs or expenses whichever arising from or growing out of performance of this contract, including but not limited to, drainage of water as to direction or amount during performance of the contract as well as thereafter.
4. Any over excavation will be charged at hourly rates. Any additional gravel materials needed will be furnished at \$35.05 per ton. Final price will be determined upon completion.
5. **PERFORMANCE:** The seller will not perform any extra work without owners approval, nor will the seller be responsible for pavement failure caused by utility trench settlement, grade settlement or vegetation. The seller will not be responsible for broken sidewalks caused by driving in and out of driveway. The seller shall not be liable for failure of performance, or for delay in delivery by reason of any contingency beyond sellers control, including, but not limited to, strikes, labor disputes, fire, flood, weather, embargo, war, governmental authority or regulations, including allocations, preferences, or priorities established by or for the government, or shortage or failure of raw materials, fuel or transportation. If the seller is delayed for more than sixty days in the performance of this contract for any reason set forth herein, purchaser shall have the right upon seven (7) days written notice to seller to terminate this contract in which event seller shall be paid for the work performed by the date of such termination and all party's thereto shall be released of any further obligations hereunder.
6. Unless otherwise noted, all federal, state and other taxes, of any nature assessable on the performance of this contract, shall be borne by the purchaser.
7. **TERMS OF PAYMENT:** Purchaser agrees to pay to seller the full quoted or adjusted price for the work herein specified immediately upon completion. If work takes in excess of one (1) month. Seller may invoice purchaser monthly for work completed and each invoice shall be paid on or before the 10th of the month following the invoice date. Unpaid invoice amounts become delinquent thirty (30) days from the date thereof and shall accrue interest and be payable on delinquent amounts at the rate of 1 1/2% per month which is an annual rate of 18%. The purchaser agrees to pay all costs of collecting past due accounts, including a reasonable attorney's fee, whether or not suit is brought. Further, should this contract be litigated for any reason, it is agreed that the laws of the state where the work is performed shall be used to construe this contract.

5-1-17
9A

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
B & H ASPHALT PAVING AND MAINTENANCE, INC.
WORK ON TIN LIZZIE LOT**

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 B & H Asphalt Paving and Maintenance, Inc., with its principal place of business located at 1441 West Main Street, Rapid City, SD 57701, hereinafter referred to as "CONTRACTOR;"

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the work in the small lot behind Tim Lizzie in accordance with Estimate # 2941 dated 4/12/2017, 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, the CITY has accepted the estimate from CONTRACTOR and provides compensation in an amount of Three Thousand Three Hundred Fifty Six and 99/100s Dollars (\$3,356.91) 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 crack sealing of approximately 1,115 lineal feet. Crack sealing will entail cleaning cracks with a power crack grazer and blown out with forced air. Cracks are sealed with hot rubberized crack sealer.
3. CONTRACTOR shall provide crack sealing of approximately 130 lineal feet between asphalt and concrete. Crack sealing will entail cleaning cracks with a power crack grazer and blown out with forced air. Cracks are sealed with hot rubberized crack sealer;

4. CONTRACTOR shall provide seal coating of approximately 18,245 square feet of asphalt. Seal coating will entail cleaning and spraying two (2) coats of Vance Brothers Ultra Bland Pavement Sealer to asphalt;
5. CONTRACTOR shall stripe or restripe approximately 2,368 lineal feet with Osha approved paint;
6. 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;
7. CONTRACTOR shall achieve completion of the project within thirty (30) days of execution of this Agreement;
8. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by CITY;
9. CONTRACTOR shall pay the sum of \$200 per day for each day that the project is not completed beyond the project completion date as specified in the plans and specifications, and shall be deducted from any monies due to CONTRACTOR as liquidated damages as indicated in Notice to Bidders;
10. 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 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 _____, 2017.

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2017.

B & H ASPHALT PAVING AND MAINTENANCE, INC.

By: _____

_____,
Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2017, before me, the undersigned officer, personally appeared _____, the _____ of B & H Asphalt Paving and Maintenance, Inc. and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

5-1-17
9D

**JOINT POWERS AGREEMENT
ATTORNEY GENERAL'S OFFICE AND

SHERIFF'S OFFICE
JOINT DRUG ENFORCEMENT**

THIS JOINT POWERS AGREEMENT is entered by and among the South Dakota Office of Attorney General, 1302 East Highway 14, Pierre, SD 57501 8505 (hereinafter identified as AGO); and the _____), pursuant to the authority provided in SDCL chapters 1-24.

WHEREAS, the manufacture, distribution, sale and possession of illegal drugs and marijuana are serious problems in the State of South Dakota; and,

WHEREAS, although _____ has police power authority under SDCL chapters 7-12, 34-20B and Title 23 and local ordinances to investigate and enforce state criminal laws within its jurisdictional boundaries, due to the nature of drug trafficking and the limited geographical jurisdiction of the local law enforcement officers, it is difficult to effectively investigate illegal activity and enforce state drug, marijuana and controlled substance laws; and,

WHEREAS, AGO agents and assistants have statewide police power authority to investigate and enforce state criminal laws under SDCL chapters 23-3, 34-20B and Title 23, but AGO requires assistance in the form of additional personnel and financial resources to more fully investigate and enforce the state's drug, marijuana and controlled substance laws; and,

WHEREAS, AGO and the _____ under SDCL chapter 34-20B jointly hold the police powers to investigate and enforce the state's drug, marijuana and controlled substance laws, and have the duty to cooperate in investigative and enforcement efforts; and,

WHEREAS, the Attorney General has the authority under SDCL chapters 1-11 and 23-3 to appoint special assistants to aid AGO in investigating and enforcing the state's drug, marijuana and controlled substance laws; and,

WHEREAS, as AGO and _____ believe it is a more efficient use of limited state and local resources to enter into this joint undertaking as set forth below.

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. **PURPOSE:** The purpose of this Agreement is to set forth the responsibilities of the participating law enforcement agencies to work together to endeavor to effectively enforce the drug laws of the State of South Dakota and the United States of America with the goal of significantly diminishing the manufacture, availability, use, sale and distribution of illegal drugs in _____ South Dakota.

2. MISSION: The Parties' mission is to investigate crimes relating to and arising out of, caused by or in any way connected with use, sale, distribution or manufacture of illegal drugs. The Parties will target their joint investigations toward the investigation and apprehension of all levels of drug violators, prioritizing large scale traffickers or those who are in the possession of all controlled substances to include highly dangerous synthetics such as Fentanyl. The coordinated drug enforcement effort is intended to maximize the Parties' law enforcement resources and to facilitate the flow of drug related intelligence information between the law enforcement agencies.
3. TERM: The term of this Agreement shall commence on the date of final execution by all parties and shall continue in effect until terminated as provided herein.
4. DUTIES AND RESPONSIBILITIES: _____, in consideration of AGO's observance and performance of the covenants, terms and conditions set forth herein agrees:
 - (a) To provide law enforcement officer(s) with drug, marijuana and controlled substance law enforcement training as candidates for potential appointment as a special assistant by the Attorney General. The decision to issue a special assistant appointment is solely within the discretion of the Attorney General, any appointee serves at the will of the Attorney General, and the Attorney General may revoke the appointment at any time and for any reason;
 - (b) That law enforcement officers appointed as special assistants, when acting under that appointment, may participate in drug, marijuana and controlled substance investigations and law enforcement activities as well as other law enforcement duties that are associated with or arise out of these activities where the need arises outside of the _____ jurisdictional boundaries in the state of South Dakota, under the supervision and direction of AGO. The special assistant appointment will only be effective during the time period a _____ law enforcement officer is outside of _____ jurisdictional boundaries and under the supervision and direction of AGO. The supervision and direction will be generally through Division of Criminal Investigation (DCI) agents and Assistant Attorneys General assigned drug enforcement and prosecution activities. All investigative activities will be properly documented in investigative files shared timely with appropriate DCI agent(s). Law Enforcement Officers appointed as special assistants will work at all times in a cooperative manner and will conduct or participate in basic narcotics pre operational planning meetings, briefings, CI Recruitment, CI Management, and deconfliction efforts and after action reviews and other duties as assigned by the supervising DCI agent. The appointment is activated by a verbal request from a DCI agent, and deactivated when the law enforcement officer is informed by a DCI agent verbally that services under the appointment

are concluded or upon the officer's return to ____ jurisdictional boundaries. Nothing in the Agreement authorizes or allows any law enforcement officer to take unilateral action while acting under a special assistant appointment;

(c) That upon termination of any law enforcement officer's special assistant appointment, whether by revocation by the Attorney General, termination of employment, or otherwise, ____ will provide another law enforcement officer for consideration;

(d) That a law enforcement officer acting under a special assistant appointment, shall remain an officer or employee of ____, and ____ shall retain the exclusive responsibility for any such officer, including but not limited to regular and overtime wages and salaries, unemployment benefits, worker's compensation coverage, health insurance and other benefits and discipline;

(e) That ____ is solely responsible for acts of its law enforcement officers acting under the scope of this Agreement, including acting under a special assistant appointment. ____ will obtain and maintain liability coverage for all law enforcement officers acting under a special assistant appointment pursuant to this Agreement, for all activities performed outside its jurisdictional boundaries in the state of South Dakota, under the same terms and conditions of coverage for ____ officers and employees while performing law enforcement activities for ____; and

(f) That its law enforcement officer may utilize all equipment and property that is available for use when the officer is on duty for the _____. ____ will retain title and ownership of all such property and equipment, and will be solely responsible for all maintenance upkeep, loss or damage of such property and equipment.

5. AGO DUTIES AND RESPONSIBILITIES: In consideration of the ____ observance and performance of the covenants, terms and conditions set forth herein, AGO agrees:

(a) To review the qualifications of all law enforcement officers submitted to the Attorney General for appointment as a special assistant;

(b) To provide additional training to ____ law enforcement officers who receive special assistant appointments, as AGO in its discretion determines appropriate. The cost of any such training shall be agreed to by AGO and ____;

(c) To loan law enforcement officers performing duties under a special assistant appointment with specialized property and equipment AGO determines is needed that is not available from the ____, at no cost to the ____ under terms and conditions, including the ____ being

responsible for loss or damage to the property caused by the ____ law enforcement officer;

(d) To supply buy funds, subject to DCI guidelines regarding expenditure, reporting, inspection and auditing requirements and subject to agreement by ____ that ____ special assistants will be subject to and adhere to these DCI buy fund guidelines;

(e) To the extent practicable, to notify ____ in advance when a law enforcement officer is needed to perform services as a special assistant;

(f) To assign an agent to act as supervisor whose duties will include:

- i) Directing special assistant assignments and manpower as necessary for a given investigation;
- ii) Providing leadership, coordination and direct field operations; and
- iii) Acting as liaison with ____, AGO and other law enforcement agencies; and

(g) That DCI agents acting under the Agreement shall remain an officer or employee of AGO, and AGO shall retain the exclusive responsibility for any such officer, including but not limited to regular and overtime wages and salaries, unemployment benefits, worker's compensation coverage, health insurance and other benefits and discipline. That AGO is also solely responsible for acts of its law enforcement officers acting under the scope of this Agreement.

6. TERMINATION: This Agreement can be terminated by either Party for any reason by providing written notice or upon agreement of the Parties. Notwithstanding any other provision, this Agreement depends upon continued availability of appropriated funds and expenditure authority from the Legislature and the ____ governing body for the purposes contemplated herein.

(a) This Agreement will be terminated if the Legislature fails to appropriate funds or grant expenditure authority or if there is a lack of sufficient appropriated funds or lack of expenditure authority available to AGO to perform its obligations under this Agreement, whether due to lack of appropriations by the Legislature or otherwise. AGO will provide written notice of termination once the determination of funding insufficiency is made. Termination under this provision does not constitute a default or give rise to any claim against AGO.

(b) ____ may terminate this Agreement if its governing body fails to budget funds, or grant expenditure authority, or if there is a lack of sufficient appropriated funds or lack of expenditure authority available to ____ to perform its obligations under this Agreement. ____ will provide written notice once the determination of funding insufficiency is made.

Termination under this provision does not constitute a default or give rise to any claim against ____.

7. MEDIA: All media releases concerning arrests and investigations conducted under this Agreement may be conducted jointly or by AGO with prior notification given to ____.
8. FORFEITURES: AGO will manage all conveyances seized as a result of law enforcement activities under this Agreement. Such conveyances will be placed into law enforcement service or will be sold with the proceeds being delivered to the State Drug Control Fund or other AGO authorized fund. Cash seizures will be delivered to the State Drug Control Fund or other AGO authorized fund. Federal real estate seizures will be shared consistent with federal guidelines. All seizures will be adjudicated in State Court by AGO unless otherwise agreed to by the Parties.
9. STATE-OWNED VEHICLES: In order to pursue its mission, the ____ may be provided with the use of vehicles owned by the State of South Dakota ("State"). ____ agrees to hold harmless and indemnify the State from and against any and all liability arising from the use, possession, operation or maintenance of the State-owned vehicles by employees of ____ who are participating in this Agreement. This section does not require ____ to indemnify and hold harmless the State, its officers, agents or employees from and against any claims or liability arising solely from the acts, omissions or negligence of the State, its officers, agents or employees.
10. GENERAL PROVISIONS:
 - (a) This Agreement, or any part thereof, or benefits to be received hereunder, shall not be assigned, transferred or otherwise disposed of to any person, firm, corporation or other entity. This Agreement may not be modified or amended except in writing, which writing shall be expressly identified as part of this Agreement and shall be signed by authorized representatives of the Parties.
 - (b) This Agreement shall be governed and construed in accordance with the laws of the State of South Dakota.
 - (c) The Parties declare that no specific entity as contemplated in SDCL 1-24-4(2) is being created to implement this Agreement, and that the cooperative undertaking herein described shall be administered by AGO, through its DCI Director and ____ by its Sheriff, or their authorized designees as a party may from time to time designate as contemplated in SDCL 1-24-5.
 - (d) All notices or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall

be given by and to the persons identified above. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail or, if personally delivered, when received by such party.

(e) This Agreement is intended only to govern the rights and interest of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.

(f) In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision herein.

(g) All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

(h) The Parties acknowledge that a true and correct copy of this Agreement will be filed with the Office of Attorney General and the Legislative Research Council within 14 days of its final execution pursuant to SDCL 1-24-6.1.

(i) By the signature of their representative below, AGO and _____ each certifies that approval of this Agreement by ordinance, resolution or other appropriate means has been obtained by that governmental body's governing body or officer pursuant to SDCL 1-24-3 and 1-24-6 and that the representative is authorized to sign on the party's behalf. A copy of any' authorizing resolution or ordinance is attached to this Agreement and incorporated herein by reference.

IN WITNESS WHEREOF, the parties signify their agreement by signatures affixed below:

STATE OF SOUTH DAKOTA
OFFICE OF ATTORNEY GENERAL

By _____
Marty J. Jackley
Attorney General

Date

By _____
Bryan Gortmaker Date
Director Division of Criminal Investigation

_____ SHERIFF'S OFFICE

By _____
Date
Sheriff/Chief

5-1-17
9E



**UTILITY SERVICES
ASSOCIATES**

Leak Detection & Solutions

April 14, 2017

City of Deadwood
Attn: Randy Pfarr
67 Dunlop St.
Deadwood, SD 57732

Dear Mr. Pfarr:

We would like to take this opportunity to thank you for your confidence in Utility Services Associates, LLC to perform a water leak detection project. We use the latest technologies available for surveying and pinpointing leaks in areas of the system as discussed. We understand that this project has been approved and the money is available

CONFIRMED SCHEDULE

This letter is to serve as confirmation of previously discussed scheduling. Our Water Loss Consultant, **Eric Kelsay** with equipment will meet **you at 67 Dunlop St. at 7:15 AM on Monday, June 19, 2017.** This project has been scheduled for **2 days.**

The charge for this project is:

2 days @ \$1,209.00 per day:	\$2,418.00
Mobilization Charge:	\$621.00
Project Details:	\$3,039.00

In order to expedite this project and to get the most effective water line survey, it will be necessary for the City of Deadwood to supply a helper at all times who can assist our Water Loss Consultant with information regarding the water system. A helper will also ensure that no areas are missed during the survey and all possible methods are utilized to locate all lines accurately.

Thank you for allowing us to serve you.

Sincerely,


For **Bruce Rubin**
Consultant

CONSULTING AGREEMENT

Consultant Use Only

Client Number SD12600
Database update _____
Calendar Update _____
Log Update _____

This Consulting Agreement #17200 (this "Agreement") is made and entered into between Utility Services Associates, LLC (the "Consultant") and City of Deadwood, located at 67 Dunlop St., Deadwood, SD 57732 (the "Client").

I. SCOPE OF SERVICES

The Consultant will provide consulting services to the Client for a Leak Detection Project, which, together with the scope of services to be provided, is described in Appendix A to this Agreement, which is attached hereto and incorporated herein by reference.

It is important to note that not all leaks create noise levels that can be detected using even the most sophisticated leak detection instrumentation. The Consultant will perform all work under this contract at the highest level of professional workmanship in its industry, however, Consultant cannot guarantee the detection of any leak. Client has read the above paragraph and understands that there is no guarantee that any leakage will be detected or pinpointed during this project. There is also no guarantee on pinpointing accuracy due to the many variables that effect pinpointing. As such, Client agrees to pay Consultant as outlined herein. _____ (initial)

Should Consultant be required to operate appurtenances (system valves, services, hydrants, etc.) Client agrees to hold Consultant harmless for any damage that may occur when they are operated as stated in Appendix A, Section II, subsection C. _____ (initial)

Client will provide detailed system information to Consultant prior to preparing a proposal of pricing. Should the system specifics differ from that provided by Client it may become necessary to change the scope of the project in a timely manner. _____ (initial)

II. INVOICING

The charges to the Client for the services provided by the Consultant of work to be completed under this Agreement will be \$3,039.00, broken down as follows:

2 days @ \$1,209.00 per day:	\$2,418.00
Mobilization Charge:	\$621.00

The cost of prevailing wage contract filings and state and local tax, when applicable, will be added to the final invoice.

Invoices will be sent when fieldwork is completed or at the end of the calendar month for projects that carry over to the next month. When work is performed within two or more calendar months invoices shall be identified as "Progress Invoice" for interim invoices and "Final Invoice" when fieldwork is complete.

In the event that less time is needed to complete the proposed footage (as per Randy Pfarr) and pricing is based upon time to complete (i.e. "by the day"), the Consultant will charge, and will be entitled to, the total charge stated in the preceding paragraph; provided, however, that this shall not apply if the Consultant is responsible for the reduction in time.

In the event that pricing is based on distance to be surveyed and the project is tied to a specific finish date, and it is not possible to complete the required mileage by said finish date because system specifics differ from that provided by Client, it may be necessary to modify or amend the project to a "daily" rate structure, allowing us to complete as much of the proposed work as possible, in the original amount of time allotted. In such a case, we will simply convert the rate proposed for the linear distance into a daily rate. Such changes will be in writing and amended to the contract. _____ (initial)

III. PAYMENT

The Client will make monthly progress payments based on work completed, the terms of which shall be net 30 days. If paying by check Client will mail payment to:

Utility Services Associates, LLC
19655 1st Ave. S., Suite 101
Seattle, WA 98148

If paying with a credit card, a processing fee of 5% for Visa and MasterCard and 10% for American Express will be added at the time of payment.

IV. IDENTIFICATION OF CONSULTING AGREEMENT DOCUMENTS; INTEGRATION

This Agreement includes Appendix A attached hereto, which is hereby incorporated herein by reference. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

Client and Consultant are further identified as follows:

CLIENT

City of Deadwood
67 Dunlop St.
Deadwood, SD 57732

CONSULTANT

Utility Services Associates, LLC
19655 1st Ave. S., Suite 101
Seattle, WA 98148

The undersigned has the authority to commit CLIENT and CONSULTANT to the project as identified in these documents.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT (please print or type name)

Date: _____

Name: _____

Title: _____

Signature: _____

CONSULTANT

Date: 4/14/2017

Name: Rob Meston

Title: President

Signature 
For Rob Meston

Facsimile signatures shall be sufficient unless originals are required by a third party. If original signature is not on file with the Consultant, please follow with original signature on this document by mail.

Appendix A
To Consulting Agreement

I. SERVICES TO BE PROVIDED BY CONSULTANT

Please refer to the Procedures and Methods as outlined in the previously submitted proposal.

II. SERVICES TO BE PROVIDED BY THE CLIENT

- A. The Client will furnish, at no cost to the Consultant, a complete set of maps and line data on the water distribution system to be surveyed, showing line size, type, and location of mains, valves, and fire hydrants. Consultant shall be entitled to rely on the accuracy and completeness of the information furnished to Consultant and shall be under no duty or obligation to verify the accuracy or completeness thereof, or to notify Client of any errors or omissions contained therein.
- B. The Client will make the water system valves, valve boxes, customer service stops, and boxes accessible by hand, operating key or probe and, if necessary, assist in field locating of all pipelines within the designated service area.
- C. The Client shall provide a qualified helper to locate and operate valves, services, hydrants, etc. when requested by Consultant, and generally provide information to assist the Consultant when requested by Consultant. In the event that client fails to provide a qualified helper and valves, services and hydrants need to be operated to perform the services described in this agreement, Client agrees to hold Consultant harmless for any damage that may occur when system valves, services, hydrants, etc are operated.

This qualified helper will assist with necessary equipment (flags, traffic cones, etc.) as required to meet local, state, and federal regulations in controlling vehicular traffic for man and equipment safety.

- D. Upon request of Consultant, Client shall provide additional access points on the water system as may be required on an occasional basis by the Consultant in order to effectively complete the survey when normal contact points are not available within a reasonable distance for correlation.

III. RELATIONSHIP OF THE PARTIES

The parties intend that the Consultant, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. The Consultant shall be free to contract for similar services to be performed for others while the Consultant is under contract with the Client. The Consultant is not to be considered an agent or employee of the Client and is not entitled to participate in any pension plans, workers' compensation insurance, or similar benefits that the Client provides for its employees.

IV. MODIFICATION; WAIVER

This agreement may not be modified, altered or amended except by a subsequent written instrument executed by both parties hereto. No waiver of any provision of this Agreement shall be binding unless evidenced by a subsequent written instrument executed by the party against whom such waiver is sought to be charged.

V. PROJECT DATA AND DOCUMENTS

The Consultant shall be entitled to rely upon the accuracy of all data furnished by the Client to the Consultant, which is or may be used by the Consultant in the provision of services under this Agreement. The Consultant has the right to retain and use all data furnished to it, and all plans, designs, specifications and other work product created by the Consultant during its provision of service under this Agreement.

VI. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the liability of the Consultant for claims arising hereunder or for services performed or materials furnished under this Agreement shall be limited to the amount of compensation paid by Client to Consultant under this Consulting Agreement, and any addenda, modifications or supplements thereto.

VII. INDEMNIFICATION

Client shall indemnify Consultant and its directors, officers, employees, agents, subsidiaries and other affiliates for, and hold each of them harmless from and against, any and all Losses arising from or in connection with (i) the breach of any covenant or agreement of Client contained in this Agreement, or (ii) any wrongful or negligent act or omission of Client related to the performance of its obligations under this Agreement.

Consultant shall indemnify Client and its directors, officers, employees, agents, subsidiaries and other affiliates for, and hold each of them harmless from and against, any and all Losses arising from or in connection with (i) the breach of any covenant or agreement of Consultant contained in this Agreement, or (ii) any wrongful or negligent act or omission of Consultant related to the performance of its obligations under this Agreement.

For purposes hereof, "Losses" shall mean all fees, costs, damages, judgments, penalties and expenses incurred by either party, including reasonable attorneys' fees and expenses, in connection with the investigation, prosecution or defense of any claim, arising from or to an act or omission for which indemnity is granted herein, or in connection with the enforcement of the obligation to indemnify contained in this Agreement. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other or to any third party for consequential, special, punitive, indirect or exemplary damages in any action, proceeding or dispute arising out of or relating to the Agreement or the performance or non-performance by either party under the Agreement.

VIII. TERMINATION OF AGREEMENT

Either the Consultant or the Client may terminate this Agreement upon thirty (30) days written notice to the other sent to the addresses listed on the first page of this Agreement. In the event that Client terminates this Agreement, the Client specifically agrees to pay the Consultant for all services rendered and costs incurred or for which commitment theretofore has been made by Consultant through the termination date.

IX. DISPUTE RESOLUTION; VENUE; WAIVER OF JURY TRIAL; GOVERNING LAW

- A. The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three (3) business days from receipt with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then the parties will meet at a mutually agreeable time and place within seven (7) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations within 15 business days following the date of the initial written notice, the matter will be submitted to mediation in according with subsection (B) below.

- B. Except as provided herein, no civil action with respect to any dispute, claim or controversy arising out of or relating to this

Agreement may be commenced until the parties have attempted in good faith to resolve the matter through a mediation proceeding, under the mediation procedure of the CPR Institute for Dispute Resolution ("CPR"), JAMS/Endispute, the American Arbitration Association ("AAA"), or as otherwise agreed upon by the parties. Either party may commence mediation by sending a written request for mediation to the other party, setting forth the subject of the dispute and the relief requested. Unless the parties agree otherwise in writing, the mediation shall be conducted by a single mediator, and the mediator shall be selected from an appropriate CPR, JAMS/Endispute, AAA or other panel as agreed upon by the parties. The mediation shall be conducted in King County, Washington. Each party shall pay an equal share of the fees and expenses of the mediator and administrative fees and expenses of mediation. Either party may seek equitable relief prior to or during the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

- C. The parties further agree that in the event any dispute between them relating to this Agreement is not resolved under subsection XIV (A) or (B) above, exclusive jurisdiction shall be in the trial courts located within King County, Washington, any objections as to jurisdiction or venue in such court being expressly waived. In the event of a breach or threatened breach by Client of this Agreement, Consultant in its sole discretion may, in addition to other rights and remedies existing in its favor and without being required to post a bond or other security, apply to any court for specific performance and/or injunctive or other relief in order to enforce, or prevent the violation of, this Agreement. BOTH CLIENT AND CONSULTANT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.
- D. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Washington or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State of Washington. In furtherance of the foregoing, the internal law of the State of

Washington shall control the interpretation and construction of this Agreement, even though under any other jurisdiction's choice of law or conflict of law analysis the substantive law of some other jurisdiction may ordinarily apply.

X. ATTORNEY'S FEES

In the event of any litigation between the parties hereto arising from or with respect to this Agreement, the breach of any warranty, representation or breach of any other terms hereof, and/or the performance of the obligations hereunder, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including, but not limited to, reasonable attorneys' fees and costs, reasonable accountant's fees and costs, and reasonable expert fees and costs, whether incurred at the pre-trial, trial or appellate levels, and/or bankruptcy or other creditors rights' proceedings.

XI. TERMS OF SALE

The terms of sale between the Client and the Consultant shall be net 30 days unless otherwise agreed upon in writing signed by each party.

XII. SERVICE CHARGE

In the event any particular billing is not paid when due, all sales, regardless of prior terms, will become immediately due and owing upon demand by the Consultant. A service charge will be assessed on past due or delinquent accounts at the rate of 1.5 % per month.

XIII. MISCELLANEOUS

Neither party shall have the right to assign any or all of its rights or delegate its duties under this Agreement to any person, firm or company without prior written consent of the other party. An attempted assignment or delegation without prior written consent of the other party will be invalid and ineffective against the non consenting party. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legatees, administrators, legal representatives, successors and permitted assigns. In the event any court of competent jurisdiction shall deem any of the provisions of the Agreement invalid, the same shall be deemed severable, and as never having been contained herein, and this Agreement shall then be construed and enforced in accordance with the remaining provisions hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall have the same effect as original signatures.

End of Appendix A

City of Deadwood

5-1-17
9I

Special Event Permit Application and Facility Use Agreement for

Lead/Deadwood School District 4th/5th Triathlon



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 ☐ Rodeo Ground Use ☐ Pavilion Use
☐ Other (specify) _____

Event Title: Lead / Deadwood Elementary School 4th-5th Grade Triathlon

Event Date(s): 5/16, 17/17 (month, day, year) Total Anticipated Attendance: 65 a class

(# of Participants 120 # of Spectators _____)

Actual Event Hours: (from): 8:00 AM / PM (to): 12:00 AM / (PM)

Location / Staging Area: Sherman Charles Parking Lot, Deadwood Rec. Ctr., Mickelson Trail

Set up/assembly/construction Date: 5/16, 17/17 Start Time: 7:00 (AM) / PM

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

Cone and tape off biking and running lanes in parking lot and lap lanes in the rec center

Dismantle Date: 5/16, 17/17 Completion time: 12:00 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:

No closure necessary. Traffic control needed at Cemetery St. Bulk Plant, Webb Crossing & Dwd Gulch & Bunny Street.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- ☐ Commercial (for profit)
☐ Noncommercial (nonprofit)

Sponsoring Organization: Lead / Deadwood School District

Chief Officer of Organization (NAME): Dr. Dan Leikvold

Applicant (NAME): Levia Stagner Business Phone: (605) 717-3884

Address: 716 Main St Deadwood SD 57732
(city) (state) (zip code)

Daytime phone: (605) 717-3884 Evening Phone: (605) 717-3884 Fax #: (605) 717-2823

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

Name: N/A

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

Contact person "on site" day of event or facility use Levia Stagner Pager/Cell #: 605-580-6004

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

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

FEES / PROCEEDS / REPORTING

NO

YES

☐
☒

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

☒
☐

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

OVERALL EVENT DESCRIPTION ROUTE MAP / SITE DIAGRAM / SANITATION

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

We start the event with a 4 mile bike race from the Sherman/Charles street parking lot to the intersection of Hwy 385 and the Mickelson Trail and then back to the start line. Students will then run to a designated position behind the Super 8 Motel and then back to the Dwd Rec Ctr. At this time they will swim 20 lengths in the pool.

Supervision will be provided by the school system, City of Dwd, and other organizations. Set-up will be a joint effort of the school and city. All garbage & clean up will be the responsibility of the school.

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

DEADWOOD

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

5-1-17
95
KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: April 17, 2017
To: Robert Nelson, Sr., Transportation Manager
Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Archaeological Day Camp

The Deadwood Historic Preservation Office and Deadwood History, Inc. will be conducting an Archaeological Day Camp for local Lead-Deadwood elementary and middle school students the weeks of June 19-22, 2017 through June 26 - 29, 2017. The program will consist of a genuine excavation lead by professional archaeologists and historians; daily educational programming; field trips; and collaborative work in peer groups.

We would like to request Trolley Service to transport campers from the Adams House to the archaeological site scheduled for the Pearson Properties at Radio Tower Rd.

Below are the detailed times requested for Trolley Service:

Monday, June 19, 2017

11:30 a.m. Pickup Campers at Days of 76 Museum
10:45 a.m. Drop off Campers at Site (Pearson Property)
2:45 p.m. Pickup Campers at Site
3:00 p.m. Drop off Campers at Days of 76 Museum

Tuesday, June 20, 2017

8:45 a.m. Pickup Campers at Days of 76 Museum
9:00 a.m. Drop off Campers at Site (Pearson Property)
3:30 p.m. Pickup Campers at Site
3:45 p.m. Drop off Campers at Days of 76 Museum

Wednesday, June 21, 2017

8:45 a.m. Pickup Campers at Days of '76 Museum
9:00 a.m. Drop off Campers at Site (Pearson Property)
3:30 p.m. Pickup Campers at Site
3:45 p.m. Drop off Campers at Days of 76 Museum

Thursday, June 22, 2017

8:45 a.m. Pickup Campers at Days of 76 Museum
9:00 a.m. Drop off Campers at Site (Pearson Property)
3:00 p.m. Pickup Campers at Site
3:15 p.m. Drop off Campers at Days of 76 Museum

Monday, June 26, 2017

11:30 a.m. Pickup Campers at Days of 76 Museum
10:45 a.m. Drop off Campers at Site (Pearson Property)
2:45 p.m. Pickup Campers at Site
3:00 p.m. Drop off Campers at Days of 76 Museum

Tuesday, June 27, 2017

8:45 a.m. Pickup Campers at Days of 76 Museum
9:00 a.m. Drop off Campers at Site (Pearson Property)
3:30 p.m. Pickup Campers at Site
3:45 p.m. Drop off Campers at Days of 76 Museum

Wednesday, June 28, 2017

8:45 a.m. Pickup Campers at Days of '76 Museum
9:00 a.m. Drop off Campers at Site (Pearson Property)
3:30 p.m. Pickup Campers at Site
3:45 p.m. Drop off Campers at Days of 76 Museum

Thursday, June 29, 2017

- 8:45 a.m. Pickup Campers at Days of 76 Museum
- 9:00 a.m. Drop off Campers at Site (Pearson Property)
- 3:00 p.m. Pickup Campers at Site
- 3:15 p.m. Drop off Campers at Days of 76 Museum

We will notify you if any changes occur. Thank you for your support in preserving, protecting and promoting the rich and unique heritage of Deadwood – A National Historic Landmark. If you have any questions or need further information, please do not hesitate to contact our office at your convenience.

1

Notice to Bidders for
SCBA BREATHING AIR STATION
City of Deadwood Fire Department

5-1-17
10A

The City of Deadwood Fire Department hereby requests sealed, signed bids for one (1) 6000 psi breathing air compressor and fill station. Station shall refill self-contained breathing apparatus (SCBA) cylinders with purified air that meets or exceeds the requirements of CGA Pamphlet G-7 Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7, Commodity Specification, Grade E, and all other recognized standards for respirable air. The breathing air station shall comprise in part, of a 6000psi compressor and purification system, storage system, fill control panel and containment fill station. All components shall be designed for 6000 psig. All equipment shall be new and of current design and manufacture. No used or refurbished equipment will be allowed.

Seller will be responsible for all shipping costs and initial plumbing set-up if required; City will be responsible for unloading, placement and electrical wiring to a 3Phase 208 motor.

Bids must be sealed and marked **SCBA BREATHING AIR STATION**. Bids shall be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

All bids shall be received and opened at 4:00 MDST, May 1, 2017, with results to Deadwood City Commission at regular meeting that same day. Bidders can deliver their bids to: City of Deadwood, 102 Sherman Street, Deadwood, South Dakota 57732.

Bid security will be required in the form of a cashier's check or certified check in the amount of five (5) percent of the total for the bid submitted; such check to be certified or issued by State or National Bank and payable to City of Deadwood, or through a bid bond of not less than ten (10) percent of the total bid submitted, bond to be issued by a surety authorized to do business in the state of South Dakota made payable to the City of Deadwood. A performance bond is also required..

Additional specifications are available electronically at [www. cityofdeadwood.com](http://www.cityofdeadwood.com) or by calling 578-2600 or 605-578-1212.

Dated this 3rd day of April, 2017.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish Black Hills Pioneer: April 6, 2017 and April 13, 2017

This notice is published twice at an approximate cost of \$_____.

Specifications for City of Deadwood Fire Department Breathing Air Compressor/Fill Station

Compressor;

- Three-phase 208 electrical connection
- NEMA 1 electrical enclosure
- 12-14 CFM
- 4 stage with cooler and relief valve on all stages
- Auto drain system
- Inner stage gauges,
- Hour meter
- High pressure shutdown
- High temperature shutdown
- CO and moisture monitors
- Low oil shut down
- Fully enclosed sound attenuated cabinet with gauge panel (not to exceed 78decibels @4')
- Emergency stop button
- Hinged or removable panels for maintenance
- Pressure switch to fill 2216,4500 and 6000 psi bottles

Fill station (per NFPA1901);

- Dual fill stations
- SCBA fill connection, fill hose, and bleed valve
- Cylinder scuff guard
- Manual control valve and pressure gauge for each fill position
- Fill control panel with adjustable regulator, relief valve
- Bottom and/or rear vented
- Door latch
- Remote fill/ gauge & bleed valve for 6000 psi bottles

Purification System;

- Purify high pressure air to a quality that meets or exceeds the requirements of Compressed Air for Human Respiration, CGA G-7, Commodity specification for grade E. (Per NFPA 1500)
- Filter mounted on/inside the cabinet
- Non-corrosive replacement cartridge rated for 6000 psi

Cascade Storage system;

- 2 ASME 6000 psi cylinders with Valve
- All required piping, high pressure hose, and all fitting to connect to Fill Station

Option #1 2 UN 6000psi cylinders in lieu of the ASME 6000psi cylinders

5-1-17
11A

**NOTICE OF PUBLIC HEARING
FOR PBR TOURING PRO EVENT
REQUEST OPEN CONTAINER, SPECIAL LIQUOR LICENSE**

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 May 1, 2017 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Friday June 9, 2017: Relaxation of Open Container Ordinance at the Event Complex from 12:00 p.m. to 10:00 p.m.

Saturday June 10, 2017: Relaxation of Open Container Ordinance at the Event Complex from 12:00 p.m. to 10:00 p.m.

Special Full Temporary Liquor License

For Friday June 9 and Saturday June 10, 2017 for Saloon #10.

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 17th day of April, 2017.

CITY OF DEADWOOD



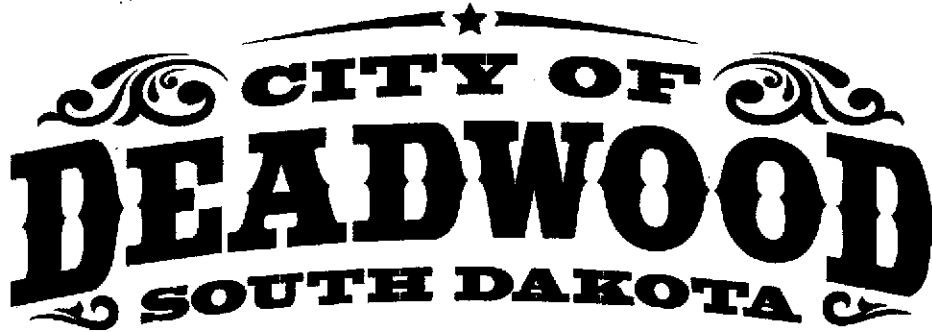
Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer: March 21, 2017

For any public notice that is published one time:

Published once at the total approximate cost of _____.

RECEIVED DEC 19 2016

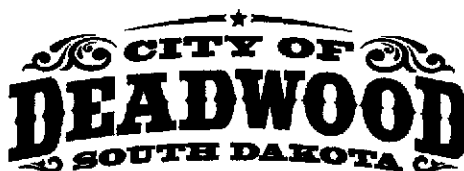


Event Complex Rental and Use Agreement

PBR. JUNE 9th + 10th 2017

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 PBR Real Time Pain Relief Velocity Tour

Contact Information:

Name of Applicant: Adam Libby

Business/Organization: Libby Productions LLC

Mailing Address: PO Box 2343

City, State Zip: Eureka, MT 59917

Business Phone: 701-300-2918

Cell Phone: Same as Business

Email Address: alibbyproductions@gmail.com

Dates Event Complex requested:

Set up Date(s): June 8th 2017

Hour(s): 8:00 am - 10:00 pm

Event Date(s): June 9th and 10th

Hour(s): 7:00 pm- 10:00 pm

Clean-up Date(s): June 10th and 11th

Hour(s): 10:00 am- 4:00 pm

Approximate number of people who will attend: 4000

I am applying to use the:

(Please check property requested)

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood PBR Real Time Pain Relief Velocity Tour

Compliance with Deadwood City Ordinances:

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

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

Additional contacts:

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

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

Name: Desiree Libby Title: Administrative Director
Phone: 406-291-2253 Representing: Libby Productions

Name: Roy Goben Title: Ambulance Director
Phone: 605-717-6326 Representing: LDRH

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

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

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

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities \$ 2500.00

Key Deposit \$ 100.00

Parking Lots \$ _____

Cleaning/Damage Deposit \$ 1000.00

Baseball Fields \$ 600.00

Total Fees \$ 3100

Total Deposits \$ 1100.00

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

Organization: Libby Productions

Name: Adam Libby

Title: Owner

Signature: 

Date: 12-5-16

For Office Use Only:

Date Fees Received: _____

Total(s): _____

City Representative: _____

Title: _____

Signature: _____

Date: _____

Acknowledgement of Use Rules and Regulations

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

Initials AL

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

Initials AL

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

Initials AL

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

Initials AL

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

Initials AL

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

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

- ✓ A person in charge will not allow anyone to interfere with the fire alarm system.
- ✓ All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.
- ✓ A person in charge will assure that all garbage is placed in containers for the event.
- ✓ The event representative agrees to immediately pay for any damage or cleaning that exceeds the deposit amount.
- ✓ If decorations are used, only painter's tape (low adhesive) can be used on any surfaces. No holes may be made in Event Complex property. Renter must remove all decorations and attachments.
- ✓ No alterations can be made to the buildings or grounds without the express permission of City of Deadwood. This includes, but is not limited to, installation of equipment, installation of wiring, cable or other devices or any alteration of the building.
- ✓ The Exit doors must be unlocked and cannot be blocked during the event.
- ✓ Unless otherwise specified by the City Commission, all events must end by 10:00 p.m. Sunday – Thursday and 11:00 p.m. Friday – Saturday. Any event permitted may be required to have security present.
- ✓ Noise that may cause inconvenience, annoyance or alarm to others is not permitted. Any event that generates excessive noise must take place between the hours of 7:00 a.m. – 10:00 p.m. only and must comply with Noise Regulations found in the City of Deadwood Codified Ordinance.
- ✓ In case of an emergency, such as a fire, dial 911. In the case of a non-emergency, the Deadwood Police Department number is (605) 578-2623 and the Deadwood Fire Department number is (605) 578-1212.
- ✓ In case of issues related to the Event Complex during off business hours such as electrical problems, wastewater issues, lighting problems, property related issues, etc. contact Lawrence County Dispatch at (605) 578-2230. The proper authority will be dispatched to remedy the problem. If the problem occurs during business hours (7am-4Pm M-F) contact the Deadwood Public Works Department at (605) 578-3082.

Initials AL

7. Outdoor/Animal Events: (Check Acknowledgement)

- ✓ Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- ✓ Event representatives are responsible for cleaning restrooms after the event (if used).
- ✓ Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials AL

Organization: Libby Productions

Name: Adam Libby

Title: Owner

Signature: _____

Date: _____

12-5-16

5-1-17
11B

**NOTICE OF PUBLIC HEARING
FOR 3 WHEELER MOTORCYCLE RALLY EVENT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 1, 2017 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

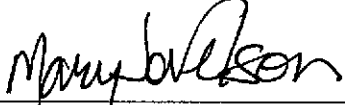
Relaxation of Open Container:

Friday July 14 and Saturday July 15 at the Event Complex.

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 17th day of March, 2017.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Please publish: B.H. Pioneer, March 21, 2017

For any public notice that is published one time:

Published once at the total approximate cost of _____.

NOTICE OF PUBLIC HEARING
APPLICATION OF TRANSFERS

5-1-17
11C

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 May 1, 2017, 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:

1 – Retail (on-sale) Liquor:

Notice of transfer from Pink Blossom LLC Gifts (RL-5334), Lots 19, Block 16, and Tract in Rear, Lot 21 and Tract in Rear Lot 21 and West 50' x 2, and Lot 23 Block 16, to Deadwood Distillery, LLC at 643 Main Street.

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 17th day of April, 2017.

CITY OF DEADWOOD


Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer – April 21, 2017

For any public notice that is published one time:

Published once at the total approximate cost of _____.

Date Received _____
Date Issued _____License No. RL-5334**Uniform Alcoholic Beverage License Application**

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

A. Owner Name and AddressDEADWOOD DISTILLERY, LLC
12997 SD HWY 34
STURGIS, SD 57785Owner's Telephone #: 731-694-1002**B. Business Name and Address**DEADWOOD DISTILLERY, LLC
643 MAIN STREET
DEADWOOD, SD 57732

Business Telephone #: _____

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

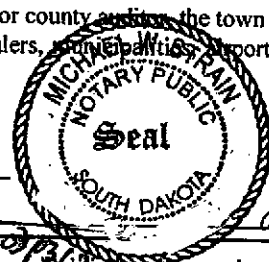
- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Retail (on-off sale) Wine
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Malt Beverage
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package (off sale) Malt Beverage
☐ Package (off sale) Malt Beverage & SD Farm Wine
☐ Other (please classify) _____
☒ Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 0Number of other On-sale Liquor Licenses held: 2Is this License in active use? ☒ Yes ☐ No**D. Legal description of licensed premise:**LOTS 19, BLOCK 16, AND TRACT IN REAR, DEADWOOD,
LAWRENCE COUNTY, SOUTH DAKOTA; LOT 21 AND TRACT IN
REAR LOT 21 AND WEST 50' X 2 DEADWOOD, LAWRENCE
COUNTY, SOUTH DAKOTA; AND LOT 23 BLOCK 16, ORIGINAL
TOWN, DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA.Have you ever been convicted of a felony? ☐ Yes ☒ NoDo you own ☒ or lease ☐ this property? (Check one)E. State Sales Tax Number: 1031-9568-STF. Remember to obtain a Federal Alcohol Stamp, for help call TTB
at 1-800-937-8864.G. New license? ☐ Transfer? (\$150) ☒ Re-issuance? ☐

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

Signed this 4 day of April 2017 Signature [Signature]

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

Place of business is located in a municipality? ☒ Yes ☐ No County: _____This application was subscribed and sworn to before me this 4th day of April, 2017Approving Officer's Telephone number 605-347-3124 Signature: [Signature]

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

Application approved for Sunday on-sale operation? ☐ Yes ☐ NoAre real property taxes paid to date? ☐ Yes ☐ NoIneligible for video lottery? ☐

Number of video lottery terminals on licensed premise: _____

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use(Seal) _____
Mayor or Chairman
If disapproved, endorse reason thereon and return to applicant**Transferred (State Use)**

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

If supplement unchanged from last year check this box and sign below. ☐

State of South Dakota)

Affidavit

County of Meade)

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC Deadwood Distillery, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 12997 Highway 34, Sturgis, SD 57785

Date of incorporation 03/03/2017

Date of last report filed with Secretary of State N/A

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? Yes

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
Michael Ballard	Managing Member	12997 SD Hwy 34, Sturgis, SD 57785	Bar Operator

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
Michael Ballard	12997 SD Hwy 34, Sturgis, SD 57785	Bar Operator

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares
Michael Ballard	12997 SD Hwy 34, Sturgis, SD 57785	100%

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of License, Financial Interest Held, and Address of Retail Outlet
------	--

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

Strain Morman Law Firm, 1134 Main Street, Sturgis, South Dakota 57785

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

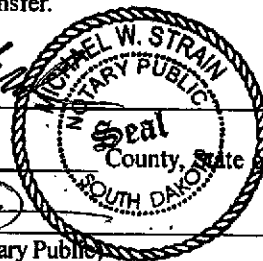
We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner Michael Ballard

Subscribed and sworn to before me this 4th of April, 2017, Meade

My commission expires 03/03/2023

(Notary Public)



5-1-17
11D

**NOTICE OF PUBLIC HEARING
APPLICATION OF TRANSFER FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSE,**

*and
On-Off Sale Wine*

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 May 1, 2017, 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:

1 - Retail (on-off sale) Malt Beverage:

Naked Winery, Lot 11 & All Ex 5' of Lot 12 Block 21, Deadwood, SD at 692 Main Street.

1 - Retail (on-off sale) Wine:

Naked Winery, Lot 11 & All Ex 5' of Lot 12 Block 21, Deadwood, SD at 692 Main Street.

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 17th day of April, 2017.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer – April 21, 2017

For any public notice that is published one time:

Published once at the total approximate cost of _____.

Date Received _____

Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

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

A. Owner Name and AddressWinery Hill City, LLC
23851 Hwy 385
Hill City, SD 57745

Owner's Telephone #: 605-574-2454

B. Business Name and AddressNaked Winery Deadwood
692 Main St.
Deadwood, SD 57732

Business Telephone #: _____

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

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☒ Retail (on-off sale) Wine
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Malt Beverage
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package (off sale) Malt Beverage
☐ Package (off sale) Malt Beverage & SD Farm Wine
☐ Other (please classify) _____
☐ Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 2

Number of other On-sale Liquor Licenses held: 2

Is this License in active use? ☒ Yes ☐ No**D. Legal description of licensed premise:**Original Town Deadwood
Lot 11 & 11 EX S of Lot 12-BLK 1Have you ever been convicted of a felony? ☐ Yes ☒ NoDo you own ☐ or lease ☒ this property? (Check one)

E. State Sales Tax Number: 1030-7812-S1

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB
at 1-800-937-8864.G. New license? ☒ Transfer? (\$150) ☐ Re-issuance? ☐

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

Signed this 24 day of April Print Name: Kimberly Livingston

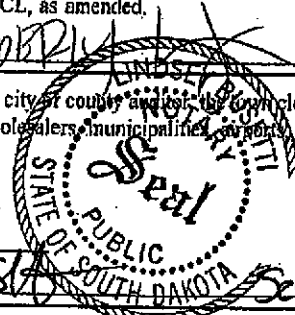
Signature: KIMBERLY LIVINGSTON

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

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

This application was subscribed and sworn to before me this 24 day of April

Approving Officer's Telephone number 605-574-2454 Signature: [Signature]



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

Application approved for Sunday on-sale operation? ☐ Yes ☐ NoAre real property taxes paid to date? ☐ Yes ☐ NoIneligible for video lottery? ☐

Number of video lottery terminals on licensed premise: _____

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____

Date: _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

Company supplement information
(For corporate/partnership/LP/LLC applicants)

If supplement unchanged from last year check this box and sign below: ☐

State of South Dakota)

Affidavit

County of)

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC Winery Hill City, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 23851 Hwy 385 Hill City, SD 57745

Date of incorporation January 2011

Date of last report filed with Secretary of State Feb 2017

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? yes

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? no

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
Kimberly Livingston		24010 Twin Springs Rd Hill City, SD 57745	Wine Tasting Business

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
------	---------	------------

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares
------	---------	----------------------

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of License, Financial Interest Held, and Address of Retail Outlet
------	--

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

Winery Hill City, LLC Main Office 23851 Hwy 385 Hill City, SD 57745

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Subscribed and sworn to before me this

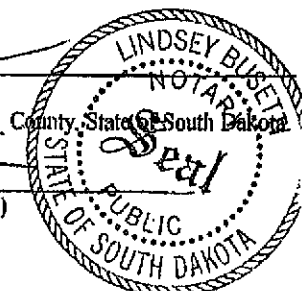
26 of

April

My commission expires

Sept 30 2022

(Notary Public)



Date Received _____

Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

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

A. Owner Name and AddressWinery Hill City, LLC
2385 Hwy 885
Hill City, SD 57745

Owner's Telephone #: _____

B. Business Name and AddressWined Winery Deadwood
692 Main St.
Deadwood, SD 57732

Business Telephone #: _____

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

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Retail (on-off sale) Wine
☒ Package (off-sale) Liquor
☐ Retail (on-off sale) Malt Beverage
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package (off sale) Malt Beverage
☐ Package (off sale) Malt Beverage & SD Farm Wine
☐ Other (please classify) _____
 Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 2Number of other On-sale Liquor Licenses held: 2Is this License in active use? ☒ Yes ☐ No**D. Legal description of licensed premise:**Original Town Deadwood
Lot 11 - A11 EX 5 of Lot 12 B1K 11Have you ever been convicted of a felony? ☐ Yes ☒ NoDo you own ☐ or lease ☒ this property? (Check one)E. State Sales Tax Number: 1030-7812-STF. Remember to obtain a Federal Alcohol Stamp, for help call TTB
at 1-800-937-8864.G. New license? ☒ Transfer? (\$150) ☐ Re-issuance? ☐

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

Signed this 26 day of April Print Name: Kimberly Livingston Signature: [Signature]

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

Place of business is located in a municipality? ☐ Yes ☐ No County: LawrenceThis application was subscribed and sworn to before me this 26 day of AprilApproving Officer's Telephone number 605-524-2484 Signature: [Signature]

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

Application approved for Sunday on-sale operation? ☐ Yes ☐ NoAre real property taxes paid to date? ☐ Yes ☐ NoIneligible for video lottery? ☐

Number of video lottery terminals on licensed premise: _____

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____

Date: _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

If supplement unchanged from last year check this box and sign below. ☐

State of South Dakota)

Affidavit

County of)

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC Winery Hill City, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 23851 Hwy 385 Hill City, SD 57745

Date of incorporation January 2011

Date of last report filed with Secretary of State Feb 2017

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? yes

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? no

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
<u>Kimberly Livingston</u>		<u>24010 Twin Springs Rd Hill City, SD 57745</u>	<u>Wine/Beer Tasting Business</u>

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of License, Financial Interest Held, and Address of Retail Outlet

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

Winery Hill City, LLC Main Office 23851 Hwy 385 Hill City, SD 57745

With signature the applicant agrees to the following:

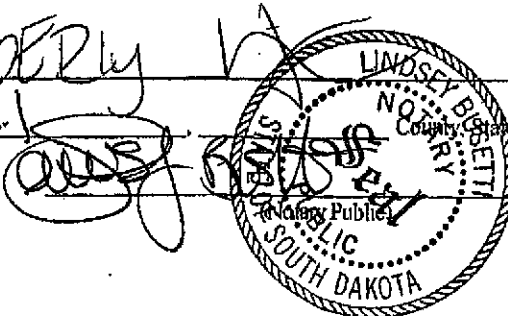
That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner KIMBERLY LIVINGSTON

Subscribed and sworn to before me this 26 of April 2017 County, State of South Dakota.

My commission expires Sept 30 2022



ORDINANCE NUMBER 1259

5-1-17
13A

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, THAT CHAPTER 2.20 IS NO LONGER DEEMED NECESSARY, AND THEREFORE SHALL BE RESCINDED.

Chapter 2.20

~~PARKS AND RECREATION BOARD~~

~~Sections:~~

~~2.20.010 Established.~~

~~2.20.020 Members Appointment.~~

~~2.20.030 Members Terms.~~

~~2.20.040 Meetings.~~

~~2.20.050 Powers and duties.~~

~~2.20.010 Established.~~

~~—There is created a parks and recreation board for the city to be known as the city of Deadwood parks and recreation board.~~

~~2.20.020 Members Appointment.~~

~~—The board will consist of six members, who shall be residents of the city and who shall receive no salary. One member of the board shall be the duly appointed parks and recreation city commissioner. With the exception of the city commissioner, the board members shall hold no elective office in the government of the city. The members of the parks and recreation board shall be appointed by the city commission at its first regular meeting in January of each year, except the mayor may make the initial appointments to the board to serve in conformity with the terms of this chapter on the effective date of the ordinance codified in this chapter.~~

~~2.20.030 Members Terms.~~

~~—Of the board members appointed initially to the parks and recreation board, one member shall be appointed for a one-year term; one member shall be appointed for a two-year term; one member shall be appointed for a three-year term; one member shall be appointed for a four-year term; and one member shall be appointed for a five-year term. The mayor may reappoint any member to any number of terms, but no single term shall exceed five years.~~

~~2.20.040 Meetings.~~

~~—The parks and recreation board shall hold regular meetings at least quarterly and as many special meetings as is deemed necessary. The board shall keep a record of its proceedings and furnish the city commission with a copy of such proceedings on a timely basis.~~

~~2.20.050 Powers and duties.~~

~~—The board is charged with the duty of advising or making recommendations to the commission for the orderly management of the parks and recreation facilities within the city.~~

(Ord. 997 § 5, 2003)

Dated this 17th day of April, 2017.

CITY OF DEADWOOD

Charles M. Turbiville, Mayor

ATTEST: Mary Jo Nelson, Finance Officer

First Reading: April 17, 2017

Second Reading: May 1, 2017

Publish: May 4, 2017

Adopted: May 24, 2017

5-1-17
13C

Items donated by
Christopher Renaud
1591 Lake Road
Youngstown NY 14174

Decline Bench G3-FW83 \$795.00
Back extension bench G3-FW52 \$725.00
Cable crossover machine G3-MS20 \$7478.00
Half rack VY-D690 \$2000.00
Smith machine MG-PL62 \$3999.00
Utility bench G3-FW84 \$600.00
Adjustable bench G1-FW153 \$525.00
Two tier dumbbell rack G3-FW91 \$1095.00
Lat pull down/ low row VY-6046 \$3500.00
Stepmill C-7X \$10,995.00
Rogue adjustable bench \$300.00

Rogue squat rack ES-1 \$275.00

4-Olympic 45 pound weight bars \$1100.00

2-Dynamax weighted balls \$225.00

4-45 pound plate weights \$296.00

ROGUE HORIZONTAL PLATE RACK \$160.00

2 pair of ankle weights \$152.00

York rubber coated dumbbells \$1170.00

VTX weight plates \$2785.00

Total \$38175.00

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



5-147

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

13D&13E

MEMORANDUM

Date: May 27, 2017
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: **Deadwood Revitalization Request for Funding**

On February 8, 2017, the Deadwood Historic Preservation Commission agreed to partner with the Deadwood Revitalization Committee to implement the Main Street Program. This partnership was formalized on February 22, 2017 with HPC representation assigned to each of the four working committees of revitalization, now known as the Main Street Initiative.

At the Deadwood Historic Preservation Commission's March 8, 2017 meeting, the Deadwood Revitalization Committee requested a financial commitment in the amount of \$2,000,000 to be used as a match to help leverage potential funds from the State of South Dakota as well as encourage additional financial partnerships and investments. In addition, the Committee asked for Historic Preservation Commission leadership to assist in negotiating with CenturyLink and Silverado and participate in meetings at the state level.

The Historic Preservation Commission reviewed this request and discussed ways this money could be spent properly. The request before them was not to approve the plazas, but to commit future HP funding appropriately on the proposed plazas and to approve a financial commitment for the committee to use as matching funds to secure additional funding. All HP funds must fit within the South Dakota Administrative Rules and National Park Service governing the use of HP revenues. However, the Historic Preservation Commission should not be the lead entity involved in negotiating with property owners for the plazas but Commission felt they should assist our elected City officials.

The Historic Preservation Commission made a motion to recommend the City Commission approve for a financial commitment to fund the Main Street Plazas up to \$2,000,000 as matching funds. All funds and plans on the projects when finalized must fit within the SD Administrative Rules Governing expenditures and will be vetted and approved by the HPC, SHPO and National Parks Service.

The Historic Preservation Commission further made a motion to recommend the City Commission enter into negotiations and possible for the ownership of the proposed plaza.

Recommended Motions:

Motion 1

Move to allow the City of Deadwood to enter into negotiations for the acquisition and possible ownership of the proposed plazas.

Motion 2

Move to approve a financial commitment of future funding for the Main Street Plazas of up to \$2,000,000 as matching funds. All funds and plans for the projects must fit within the SD Administrative Rules Governing expenditures and be vetted and approved by the HPC, SHPO and National Parks Service prior to issuance of actual funding of the proposed projects.

CITY OF
DEADWOOD
PUBLIC WORKS DEPARTMENT

67 Dunlop Avenue
Deadwood, South Dakota 57732
Phone (605)578-3082 • Fax (605) 578-3101

54-17
136

March 20, 2017

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Lower Main Welcome Center CO #10

SUMMARY

Change Order #10 for the Lower Main Welcome Center Project includes additional cost for:

Addition of a boiler emergency shutoff button	\$757.00
Not included in the original design.	
Rough in for future track lighting	\$1,304.00
Recommended for possible future display uses	
ADA entrance push button modification	\$1,271.00
Original locations made accessibility difficult to access	
Monument sign lighting	\$1,780.00
Original design internal sign lighting.	
Ceiling change in Visitor Reception	\$ 969.00
Access for newly added security infrastructure not accessible with origin ceiling design.	
Credit for floor box data and power wiring	(\$397.00)
The in-slab conduit for one of the floor boxes became inaccessible during construction and was eliminated.	

RECOMMENDATION

As we near completion of this project the total change orders to date including CO #10 comes to slightly over 3% of the original bid. It is my recommendation that the Commission approve Change Order #10 in the amount \$5684.00

CHANGE ORDER

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Deadwood Lower Main Parking Lot &
Welcome Center
105 Main St.
Deadwood, SD 57732

CHANGE ORDER NUMBER: Ten (10)

DATE: 4/17/2017

ARCHITECT'S PROJECT NO: 1453

TO CONTRACTOR:

Ainsworth-Benning Construction Inc.
345 Industrial Dr.
Spearfish, SD 57783

CONTRACT FOR: General Construction

CONTRACT DATE: 12/22/2015

The Contract is changed as follows:

CA	Contractor			
PR #	COR #	Description	Action	Amount
PR#39		Boiler Emergency Shutoff Button	Add	\$757.00
PR#40R		Rough in for Future Track Lighting	Add	\$1,304.00
PR#41		ADA Push Button Modifications	Add	\$1,271.00
PR#42		Monument Sign Lighting	Add	\$1,780.00
PR#43		In-Grade Lighting	Add	\$5,129.00
PR#44		Ceiling change in Visitor Reception	Add	\$969.00
PR#45		Credit for Floor Box data wire	Sub	(\$397.00)

Total

Add \$10,813.00

\$5,684.00 *AB*

Not valid until signed by the Owner, Architect and Contractor

The original (Contract Sum)(Guaranteed Maximum Price) was \$ 6,307,450.00
Net change by previously authorized Change Orders \$ 189,554.99
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was \$ 6,497,004.99
The (Contract Sum)(Guaranteed Maximum Price) will be (increased) (decreased) *AB*
(unchanged) by this Change Order in the amount of \$ ~~10,013.00~~ *\$5,684.00*
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be \$ 6,507,817.99
The Contract Time will be (increased) (decreased) (unchanged) by (0) calendar days. *\$6,562,689.00 AB*
The date of Substantial Completion as of the date of this Change Order therefore is TBD

ARCHITECT
Chamberlin Architects

Address
725 St. Joseph, Suite B1
Rapid City, SD 57701

CONTRACTOR
Ainsworth-Benning Construction Inc

Address
345 Industrial Dr.
Spearfish, SD 57783

OWNER
City of Deadwood

Address
102 Sherman St.
Deadwood, SD 57732

BY

BY

BY

DATE 4/19/17

DATE

DATE

4-19-17



MEMORANDUM

5-1-17
13H

Date: April 28, 2017
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Request for Proposals for Engineering Services

The City of Deadwood has received five (5) proposals from qualified firms, interested in providing professional structural engineering and related services, on an as needed basis, to assist the City of Deadwood with various projects throughout the City consisting primarily of design and/or repair of retaining walls.

The City of Deadwood is anticipating signing a contract with the professional design firm, which is ultimately selected, for an amount not to exceed \$60,000.00 annually. Selection will be determined by evaluation of a qualification submittal and evaluation of a fee submittal including the professional quality of the submittals.

Scope of Services including but not limited to the following items: Project Development; Contract Document Development- schematic design thru construction documents; and Construction Administration.

City staff has evaluated the proposals but recommends setting up in-person interviews with the top two (2) firms, City staff and two City Commissioners with the intention to present a final selection to be presented to the Deadwood City Commission meeting on May 15, 2017.

The prospective firms which submitted statement of qualifications and previous experience including a list of professionals that will be working on these projects including names, individual qualifications and individual experience are as follows:

- Albertson Engineering Inc.
- Hermanson Egge Engineering, Inc.
- Interstate Engineering
- KLF
- TSP

Recommended Action

Appoint two City Commissioners to join City staff in interviewing two firms for professional structural engineering and make final recommendation to City Commission meeting on May 15, 2017.