CITY OF DEADWOOD 102 SHERMAN STREET AGENDA Regular Meeting

5:00 p.m. March 20, 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. PLEDGE OF ALLEGIANCE
- 2. ROLL CALL
- 3. APPROVE MINUTES OF March 6, 2017
- 4. APPROVE BILLS
- 5. ITEMS FROM CITIZENS ON AGENDA
 - A. Request for 2016 funds for Northern Hills Recreation Association. Information provided

6. CONSENT AGENDA

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

- A. Permission for Mayor to sign and renew parking lease with SD Commission on Gaming for five parking spots at Miller Lot at total of \$250.00 per month plus tax
- B. Permission for Mayor to sign parking lease with NMD Ventures for twelve (12) spaces at Broadway Parking Structure in the amount of \$1,200.00 per month plus tax.
- C. Permission for Mayor to sign parking lease with Gold Dust Lodging for one hundred and twenty (120) spaces at Broadway Parking Structure in the amount of \$7,200.00 per month plus tax.
- D. Permission to advertise for seasonal employees at Mt. Moriah and Parks Department.
- E. Permission for Mayor to sign Addendum to State Fire Agreement
- F. Permission to increase wages of lifeguard Hailey Trewhella from \$9.72 hr. to \$9.98 hr. effective March 13, 2017 after one year of service, and receptionist Linsey Sandidge from \$9.20 hr. to \$9.42 hr. effective March 18, 2017 after two years of service.
- G. Approve the following change for the April 11, 2017 Election Board: Ardath Waisanen as superintendent at \$168.00, Marilyn Harrison and Lila Sorenson as clerks at \$143.00, with additional \$10.00 each for attending election school.

- H. Permission for Mayor to sign performance contract with Black Hills Council of Local Governments for comprehensive plan update (approved March 6, 2017)
- Permission to hire Jillian Shupe as lifeguard at \$9.72 hr. effective March 22, 2017 pending pre-employment drug screening
- J. Permission for Mayor to sign agreement with Identifinders International in identifying the remains of the young male found in the former Ingleside Cemetery at an amount not to exceed \$950.00.
- K. Permission for Mayor to sign loan agreement with Dakota Sunset Museum for the traveling six-panel baseball exhibit.

7. BID ITEMS

A. Results of Phase 1 Whitewood Creek restoration and Phase 2 Whitewood Creek clean up. Bids opened on March 15, 2017

8. PUBLIC HEARINGS

- A. Hold public hearing for Special Alcohol License request from Deadwood Elks Lodge for event at Masonic Temple on March 25, 2017.
- B. Hold public hearing for Cinco De Mayo activities: street closure, waiver of banner fees on May 6.
- C. Hold public hearing for Wild Bill Days activities: street closure June 15 through June 18, open container June 16, 17, waiver of banner and vending fees for the following non-profits: Deadwood Chamber and Northern Hills Alliance for Children.
- D. Hold public hearing for McLaughlin Midget Reunion: open container June 24 at Event Center Complex
- E. Hold public hearing for Deadwood Craft Beerfest: street closure, open container on Saturday, April 22, 2017
- F. Hold public hearing for 3 Wheeler Event: street closures Friday July 14 for parade, Saturday July 15 for Show 'n Shine, open container July 12 and 13 at Event Center, waiver of vending fees July 11 through July 15. Safety Committee recommended not waiving fees, \$5000 for over 10 vendors, and \$3000 for under 10 vendors
- G. Hold public hearing for Days of '76 Event: waiver of vending fee July 25 through July 29, use of the Event Complex July 19 through August 2, street closure July 28 and July 29, open container July 22 through July 29 and special liquor license July 25 through July 29.
- H. Hold public hearing for Deadwood Mickelson Trail Marathon: use of Sherman Street Lot June 3 and June 4, waiver of vending fee, use of Lower Main St on June 5 if needed, and use of Event Center parking area on June 4. Safety Committee recommended waiving vending fee but not waiving fee (\$500) for parking area.
- I. Set public hearing on April 3 for Northern Hills Community Band: Street closure on July 27 from 6:15 p.m. to 7:45 p.m. and use of portico at History Interpretive Center on July 29 from noon to 1:00 p.m.

9. OLD BUSINESS

10. NEW BUSINESS

A. Approve Change Order #9 for Lower Main Welcome Center and add \$6,695.00 to project, bringing total to \$6,497,004.99

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

12. EXECUTIVE SESSION

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

13. ADJOURNMENT

The Regular Session of the Deadwood City Commission convened on March 6, 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, City Attorney Quentin L. Riggins and Commissioners David Ruth Jr., Mark Speirs, Gary Todd, and Jim Van Den Eykel. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Ruth moved, Speirs seconded to approve the minutes of February 21, 2017. Roll Call: Aye-All. Motion carried.

FEBRUARY, 2017 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$17,941.96; PUBLIC BUILDINGS, \$4,846.04; POLICE, \$56,162.77; FIRE, \$5,036.41; BUILDING INSPECTION, \$3,884.56; STREETS, \$29,779.67; PARKS, \$17,403.47; PLANNING & ZONING, \$4,912.40; LIBRARY, \$6,454.56; RECREATION CENTER, \$13,836.65; HISTORIC PRESERVATION, \$17,055.06; WATER, \$14,761.51; PARKING METER, \$9,093.56; TROLLEY, \$17,211.28; PARKING RAMP, \$5,334.26 PAYROLL TOTAL: \$226,444.92

FEBRUARY, 2017 PAYROLL PAYMENTS:

Internal Revenue Service, \$56,586.05; S.D. Retirement System, \$25,132.60; Delta Dental, \$3,987.52.

APPROVAL OF DISBURSEMENTS

Todd moved, Van Den Eykel seconded to approve the March 6, 2017 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	CONTRACT	283.23
A & B WELDING	ACETYLENE	101.24
A & I DISTRIBUTORS	SUPPLIES	140.90
A - Z SHREDDING	SERVICE	29.41
ACE INDUSTRIAL SUPPLY	SUPPLIES	1,229.00
AINSWORTH-BENNING	PROJECT	336,511.00
ALKALI COMMUNITY CLUB	GRANT	1,612.77
ALSCO	SUPPLIES	280.76
AMERICAN ENGINEERING	PROJECT	1,476.15
ASSOCIATED SUPPLY	SUPPLIES	1,004.41
ATCO INTERNATIONAL	SUPPLIES	319.00
BH CHEMICAL	SUPPLIES	35.94
BH ENERGY	SERVICE	32,782.31
BH PIONEER	SUBSCRIPTION	103.77
BH SECURITY	MONITORING	89.85
CAROUEST	SUPPLIES	203.31
CASE LIBRARY SYMPOSIUM	CONTRIBUTION	750.00
CENTURY BUSINESS	CONTRACT	340.90
CHAINSAW CENTER	SUPPLIES	712.13
CLEMENT COMMUNICATIONS	PROGRAM	176.41
COCA COLA	SUPPLIES	67.00
	SERVICE	455.11
CONVERGINT TECHNOLOGIES		20,795.00
DEADWOOD CHAMBER	MARKETING	197.36
DEADWOOD ELECTRIC	SERVICE	161.29
DEADWOOD HISTORY	EXHIBIT	282.21
EMERY-PRATT	BOOKS	
FIRST NATIONAL CREDIT CARD	SUPPLIES	2,155.38
FLAT EARTH SIGN	SIGNAGE	995.00
GENERAL TRAFFIC CONTROLS	EQUIPMENT	322.22
GOLDEN WEST	SERVICE	3,170.75
GOOD SHEPHERD CLINIC	ALLOCATION	1,000.00
GRANT THORNTON	SERVICE	4,000.00
GREAT WESTERN TIRE	REPAIR	2,623.90
HAWKI, KEN	REIMBURSEMENT	90.00
HAWKINS	SUPPLIES	952.31
IMAGE UP CREATIVE	PROJECT	249.60
JERRY'S AUTOMOTIVE	TRUCK	30,518.00
KAHLER, DEBRA	WINDOWS	445.82
LAWRENCE CO. REGISTER	RECORDING	90.00
MAYNARD, DESTINY AND BRADY	WINDOWS	3,000.00
MEHLBERG CONSTRUCTION	PROJECT	599.10
MIDCONTINENT	SERVICE	65.00
MIDWEST ART CONSERVATION	MEMBERSHIP	50.00
MIDWEST TAPE	DVDS	648.79
MDU	SERVICE	10,770.20
MOTOROLA	RADIO	2,442.50
MS MAIL	SERVICE	1,335.93
MUTUAL OF OMAHA	INSURANCE	240.70
NEVE'S	CARRIER	667.90
NEW PIG	SUPPLIES	135.00
NORTHERN HILLS ALLIANCE	ALLOCATION	5,000.00
NORTHERN SAFETY	SUPPLIES	1,557.30
OFFICE DEPOT	SUPPLIES	675.72
PARTSMASTER	SUPPLIES	173.75
PERFORMANCE ONE	BATTERY	150.00
PETTY CASH	LIBRARY	49.00
PETTY CASH	FINANCE	95.98
PETTY CASH PIERRE/FT.PIERRE HIST.PRES	SPONSORSHIP	500.00
PIERRE/FI.PIERRE HISI.PRES PITNEY BOWES	POSTAGE	500.00
ETTREI DOWED	10011100	200.00

POOL & SPA CENTER	SUPPLIES	42.00
PUMP HOUSE	WORKSHOP	209,63
QUALITY INN	LODGING	1,019.90
QUICK TROPHY	SIGNAGE	46.83
QUILL	SUPPLIES	458.26
RASMUSSEN MECHANICAL	REPAIR	424.48
REGGIE'S AUTO BODY	REPAIR	1,663,47
RUSSO, RON	GRANT	4,505.00
S AND C CLEANERS	CLEANING	1,000.00
SD DEPT. OF CORRECTIONS	FIREWISE	3,921.37
SD DEPT. OF REVENUE	STICKER	6.20
SD FIRE CHIEF'S	MEMBERSHIP	100.00
SD MAGAZINE	RENEWAL	25.00
SD PLANNERS	SPONSORSHIP	1,000.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SERVALL	SUPPLIES	1,645.46
SOUTHSIDE OIL	SERVICE	847.00
SPRING HILL PRESS	MAP	2,000,00
THE LORD'S CUPBOARD	RECYCLING	67.90
TOMS, DON	PROJECT	780.00
TRIPLE K	SERVICE	811.98
TWIN CITY CLOTHING CENTER	ALLOCATION	2,500.00
TWIN CITY HARDWARE	SUPPLIES	5,814.19
TWIN CITY HARDWARE	GRANT	428.62
TYLER TECHNOLOGIES	MAINTENANCE	1,820.23
UMENTHUM, KEITH	PROJECT	1,750.00
US POSTAL SERVICE	PERMIT	225.00
VAST	SERVICE	3,219,73
VERIZON	SERVICE	40.01
VIEHAUSER ENTERPRISES	SERVICE	361.94
WEGNER AUTO	TRUCK	30,090,00
WELLMARK	INSURANCE	43,987.25
WESTERN COMMUNICATIONS	RADIO	250.00
WESTERN STAR	SUPPLIES	84.00
WINTER CONSTRUCTION	PROJECT	1,449.76
		17,1331.0

TOTAL \$588,035.52

ITEMS FROM CITIZENS ON AGENDA

Award

Mayor Turbiville presented an Appreciation Award to Mel Allen, former Planning and Zoning Commission member. Commission thanked Allen for his service.

Request

Lori Frederick, Executive Director, asked Commission to consider a Memorandum of Understanding regarding the use of pavilion. Frederick stated Deadwood Lead Economic Development is requesting City of Deadwood retain ownership and provide maintenance and utilities for the pavilion for a period of six months from date agreement was signed, to have an opportunity to pursue a Business and Workforce Development Center. Commissioner Van Den Eykel asked who would be responsible for the building if plans were successful. Frederick replied that DLED would assume responsibility for all costs. After much discussion concerning inclusion in comprehensive plan, ongoing expenses to retain building, and recent interest from realtors and local businesses to purchase the property, Speirs moved, Ruth seconded to allow Mayor to sign the Memorandum of Understanding with Deadwood Lead Economic Development. Roll Call: Aye-Ruth, Speirs, Turbiville. Nay-Todd, Van Den Eykel. Motion carried.

CONSENT

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

- A. Appoint the following residents to serve on election board for April 11, 2017; Arlene Gustafson as superintendent at \$168.00, Marilyn Harrison and Ardath Waisanen as clerks at \$143.00, with additional \$10.00 each for attending election school.
- B. Permission to pay Custom Micro Interactive \$3,150.00 for annual license from Police Department (budgeted)
- C. Set Local Equalization Review Board Meeting for March 20, 2017 at 9:00 a.m. and request permission to publish notice in official newspaper.
- D. Permission to increase wage of part-time police officers from \$19.53 hr. to \$20.12 hr. effective February 21, 2017, which is 90% of prevailing wage: Kenneth Batka, Mark Heltzel, Greg Nelson, Samuel Otto and Matthew Symonds
- E. Permission to increase wage of Trolley Driver David Semingson from \$12.18 hr. to \$13.01 hr. effective March 4, 2017 after three years of service
- F. Accept resignation from Parking Ramp Attendant Karol Flueckinger effective February 24, 2017

- G. Acknowledge receipt of 2016 Annual Financial Report and authorize Finance Officer to submit to South Dakota Legislative Audit per SDCL 9-22-21 (document on file in Finance Office)
- H. Permission to purchase evidence locker system from Tiffin Metal Products in the amount of \$3,778.00. To be paid from Police Department Equitable Sharing Funds
- I. Allow use of public property on July 22, 2017 for Jensen Reunion 5K Run/Walk. Race leaves Sherman Street parking lot at 9:00 a.m. to Mickelson Trail
- J. Permission for Mayor to renew and sign Adaptive Swim Class Contract with Lead-Deadwood School District for Rec Center pool use at fee of \$2,340.00 for 117 hours at \$20.00 per hour from March 22, 2017 to March 22, 2018
- K. Permission for Mayor to renew and sign Contract with Lead-Deadwood School District for use of Rec Center swimming pool for elementary school at cost of \$1,500.00 from March 7, 2017 to May 19, 2017
- L. Resolution 2017-10 In Support of Application to occupy SD Department of Transportation Highway Right of Way for Days of 76 parade July 28 and 29, 2017

PUBLIC HEARINGS

Public hearing was opened at 5:25 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Speirs moved, Ruth seconded to lease office space at City Hall to Deadwood Lead Economic Development at no cost. Roll Call: Aye-All. Motion carried.

Set Hearings

Speirs moved, Ruth seconded to public hearing on March 20 for Special Alcohol License request from Deadwood Elks Lodge. Roll Call: Aye-All. Motion carried.

Todd moved, Van Den Eykel seconded to set public hearing on March 20 for Cinco De Mayo activities. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to set public hearing on March 20 for Wild Bill Days activities. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to set public hearing on March 20 for McLaughlin Midget Reunion. Roll Call: Aye-All. Motion carried.

Todd moved, Van Den Eykel seconded to set public hearing on March 20 for Deadwood Craft Beer Fest. Roll Call: Aye-All. Motion carried.

Todd moved, Van Den Eykel seconded to set public hearing on March 20 for 3 Wheeler Event. Roll Call: Aye-All. Motion carried.

Speirs moved, Todd seconded to set public hearing on March 20 for Days of '76 Events. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to set public hearing on March 20 for Deadwood Mickelson Trail Marathon. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Second Reading

Speirs moved, Ruth seconded to approve second reading of Ordinance #1258 Amending Section 17.04.120 Financial Guarantees and 17.04.120.2 Certificate of Occupancy. Roll Call: Aye-All. Motion carried.

BID 7

Speirs moved, Ruth seconded to approve BID 7 recommendation to spend \$28,000.00 in unencumbered cash for Kool Deadwood Nites. Expenditure is unbudgeted and supplement will be required. Roll Call: Aye-All. Motion carried.

Policy

Van Den Eykel moved, Ruth seconded to adopt policy in reference to Main Street closures as recommended by Safety Committee. Police Chief Fuller explained the proposed policy as follows: 25 or less vehicles would be limited to Deadwood Street, 25 to 50 vehicles would be allowed to park on the north side of Main Street, and 50 plus vehicles would require a entire street closure with professional security hired by applicant. Fuller also stated Deadwood Chamber is responsible to notify tour bus companies two weeks in advance of any closure, and the Special Event Checklist will be amended to include a waiver, which must be signed by the organization requesting the closure. Commissioner Todd thanked Fuller for taking time to create policy. Roll Call: Aye-All. Motion carried.

Retirement

Speirs moved, Ruth seconded with regret to accept the resignation/retirement from Bob Nelson, Sr. effective May 15, 2017; last day of work will be April 28, 2017. Roll Call: Aye-All. Motion carried.

Proposals

Ruth moved, Todd seconded to approve proposal from Black Hills Council of Local Government in the amount of \$40,000.00, \$20,000.00 from Historic Preservation professional service line items, and \$20,000.00 from Commission or Zoning line item in General Fund. General Fund portion is unbudgeted, and a supplement will be required. Commissioner Van Den Eykel questioned the need for the plan at this time, how this plan coincides with the Capital Improvement Plan, and concerns regarding lack of budget for the project. Commissioners Ruth and Todd spoke in support, stating that the plan allows residents to be involved. Mayor Turbiville stated that Bob Nelson Jr., City Planner, was designated as project coordinator and asked that parties interested in being on the committee submit a letter of interest. Roll Call: Aye-Ruth, Speirs, Todd, Turbiville. Nay-Van Den Eykel. Motion carried.

Speirs moved, Ruth seconded to approve proposal from Opportunities Unlimited to design development of new visitor experiences and customer service/experience training in June 2017, in the amount of \$35,000.00: \$25,000.00 from Historic Preservation Fund and \$10,000.00 from Deadwood Chamber of Commerce, and allow City Attorney to prepare contract. Historic Preservation Officer Kuchenbecker explained the proposal from Opportunities Unlimited. Commission questioned the additional amount for travel expenses. Roll Call: Aye-All. Motion carried.

Review

Historic Preservation Officer Kuchenbecker provided a list of current projects in various stages of design with Albertson Engineering and requested permission to issue a Request for Proposals for future engineering contract projects. Commissioner Ruth thanked Kuchenbecker and staff for the informative response to Commission's request. Ruth moved, Speirs seconded to authorize Request for Proposals to qualified firms to provide structural engineering and related services on as needed basis, not to exceed \$60,000.00. Roll Call: Aye-All. Motion carried.

Easement

Speirs moved, Van Den Eykel seconded to allow Mayor to sign Easement Agreement with DGS LLC, dba Deadwood Gulch Saloon, 560 Main St., for approximately seventeen (17) feet of balcony overhang encroaching on city property. Roll Call: Aye-All. Motion carried.

Quote

Todd moved, Speirs seconded to accept quote from Dakota Tree for pine beetle tree spraying at Mt. Moriah and St. Ambrose cemeteries in the amount of \$10,668.00. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Fire Chief Rakow presented the Commission with the annual report.

Commission expressed appreciation to the fire fighters.

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

<u>ADJOURNMENT</u>

Speirs moved, Ruth seconded to adjourn the regular session at 5:57 p.m. and convene into Executive Session legal matters per SDCL 1-25-2(3) with possible action. The next regular meeting will be on Monday March 20, 2017.

After coming out of executive session at 7:00 p.m., Ruth moved, Van Den Eykel seconded to recognize closure between properties at 681 Main (Deadwood Harley Davidson) and 685 Main (Hickok's) as temporary and allow wall to be removed. Aye: All.

ATTEST:	DATE:		
	BY:		
Mary Jo Nelson, Finance Officer		Charles M Turbiville, Mayor	
Published once at the total approxi	mate cost of		

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

PACKET: 03997 COMBINED - 3/21/17

BANK: FNBAP BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
	SD DEPT. C						=======================================
		I-FEB-031717	101-3000-699	MISC REVENUE	SD DEPT. OF REVENUE	000000	1.05
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	1.05
01-0418	BLACK HILL	S PIONEER	• • • • • • • • • • • • • • • • • • • •		· · · · · · · · · · · · · · · · · · ·		
		I-811-2017	101-4111-423	PUBLISHING	MINUTES - 1/17/17	000000	3.60. 60
			101-4111-423	PUBLISHING	ORDINANCE #1256 - CEMETERIES		168.63
		I-814-2017	101-4111-423	PUBLISHING	ORDINANCE #1255 - CEMETERIES		16.63 112.27
		I-831-2017	101-4111-423	PUBLISHING	NOH - FORKS, CORKS, KEGS	000000	17.56
		1-832 - 2017	101-4111-423	PUBLISHING	NOTICE TO BID-WHITEWOOD CREEK		43.24
		I-833 - 2017	101-4111-423	PUBLISHING	NOTICE - SALE OF VEHICLES	000000	36.59
		I-841	101-4111-423	PUBLISHING	NOH-TRSF.WINE LIC-ANGELS ATTI		10.63
		1-845	101-4111-423	PUBLISHING	MINUTES - 2/6/17	000000	248.09
		I-869 - 2017	101-4111-423	PUBLISHING	NOH -INTENT TO LEASE OFC.SPAC		11.09
				DEPARTMENT 1	11 COMMISSION	TOTAL:	664.73
01-2394	GUNDERSON,	PALMER, NELS		**			
		I-74235	101-4141-422	PROFESSIONAL	LEGAL SERVICES	000000	1,275.00
	·	~		DEPARTMENT 1	41 ATTORNEY	TOTAL:	1,275.00
01-0547	M&M SANITA	TION					
			101-4192-422-05	PROFESSIONAL	TOILET RENTAL /COLD STORAGE	000000	110.00
01-0551	MENARD'S						
		I-18388	101-4192-425-10	REPAIRS - LIB	WOOD-CLEAR ASPEN BOARD/LIBRARY	¥ 000000	152.27
01-0602	CENTURY LIN	ИK					
		I-02-19-17 GRANDST	101-4192-428-06	UTILITIES - D	PHONE SVC 1/2-2/18/17 FINAL/GR	000000	155.48
01-0724	ARMSTRONG E	EXTINGUISHER					
		I-148694	101-4192-422-06	PROFESSIONAL-	FIRE EXT MAINTENANCE/GRANDST	000000	164.29
01-1148	KNECHT HOME	CENTER, INC					
		1-332211	101-4192-425-04	REPAIRS - CIT	OAK STREAMLINE BASE/CITY HALL	000000	47.72
01-1266	WELLS PLUME	BING & FARM S					
		I-291911	101-4192-425-13	REPAIRS - REC	ZOLER SUMP PUMP/REC CENTER	000000	409.01
01-1380	WASTE CONNE	ECTIONS, INC.					
		I-12117494	101-4192-426-11	SUPPLIES - PA	FEB 8 YD DUMPSTER/PARKS	000000	435 64
		I-12118736	101-4192-426-20		FEB RECYCLING DUMPSTERS/REC	000000	432.04 497.50
01-1396	LOWE ROOFIN	IG, INC.					

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET: 03997 COMBINED - 3/21/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
========	=======================================	====== ==============================				.=======	*****
01-1396	LOWE ROOFING	G, INC. continu I-14023	101-4192-425-09	DEDATES UNI	r repair roof sys fr hail/har	or anagon	370.00
		1-14023	101-4192-425-09	KEPAIKS - NAF	R REFAIR ROOF SIS FR HAIL/HAR	CC 000000	3,0.00
01-1502	BLACK HILLS	CHEMICAL					
		I-112.404	101-4192-426	SUPPLIES	(13) 45 GAL TRASH BAGS/PUB I	BLD 000000	484.51
		I-112405	101-4192-426	SUPPLIES	(13) 45 GAL TRASH BAGS/PUB I	BLD 000000	484.51
		I-112406	101-4192-426	SUPPLIES	(13) 45 GAL TRASH BAGS/PUB I	BLD 000000	484.51
		1-112407	101-4192-426	SUPPLIES	(13) 45 GAL TRASH BAGS/PUB I	BLD 000000	484.51
		I-112408	101-4192-426	SUPPLIES	(13) 45 GAL TRASH BAGS/PUB I	BLG 000000	484.51
		1-112409	101-4192-426	SUPPLIES	(7) 45 GALTRASH BAGS/PUB BL	OG 000000	260.89
		I-112946	101-4192-426	SUPPLIES	BLCH-GL CLEAN-TISSUE-ENZYM/	PB 000000	278.22
		I-112951	101-4192-426	SUPPLIES	(49) BROWN BAG ICE MELT/PUB	BL 000000	489.51
01 0177	FITNEY BOWE	c					
01-2177	FIINST DOWE	I-3302937022	101-4192-422-04	PROFESSIONAL	QTRLY LEASE FEE - JAN-MAR'1	7 000000	237.93
01-3248	FOURFRONT D	ESIGN, INC.					
		I-01F	101-4192-422-05	PROFESSIONAL	FLOOD STUDY - COLD STORAGE	000000	2,200.00
01-3685	BLACK HILLS	SECURITY &					
		I-R233876	101-4192-422-10	PROFESSIONAL	ALARM SYSTEM 2/1-4/30/17/LI	BRA 000000	104.85
01-4087	DAK GENERAT	OR SERVICES					
		I-D216021	101-4192-425-07	REPAIRS - FI	R HEATER-INDICATORS LIGHTS/FI	RE 000000	593.06
01-4130	ADVANCED TE	CHNOLOGY PRO					
01 1150	110711110110 11	I-POOL CERT KRUZEL	101-4192-425-13	REPAIRS - REC	C POOL CERT COURSE/PUB BLDGS	000000	295.00
				DEPARTMENT :	192 PUBLIC BUILDINGS	TOTAL:	9,220.32
01-0107	CUSTOM MICE	O INTERACTIV					
01-0107	CUSTOM MICK	I-2017 112	101-4210-422	DROFFSSIONAL.	JUSTICE RMS ANNUAL LICNS-PO.	LTC DAGGOD	3,150,00
		1 501, 112	10.1 12.0 102	111012001011112	0001104 14.0 14.0014 410.00 10.	-10 00000	37430700
01-0467	CULLIGAN OF	THE BLACK H					
		C-0002007	101-4210-424	RENTALS	DUP.PMT.INV#1638(BTL WTR)PO	LIC 000000	52.00~
		I-0002048	101-4210-424	RENTALS	COOLER RENT-MARCH-POLICE	000000	15.00
01-0508	GALLS, LLC						
***		I-007052188	101-4210-426	SUPPLIES	UNIFORM BOOTS - POLICE	000000	82.50
01-0582	SD DEPT. OF	MOTOR VEHIC					
		1-031317	101-4210-426	SUPPLIES	TITLE/PLATES-DURANGO - POLI	CE 000000	21.20
01-1399	NEVE'S UNIF	ORMS, INC.					
		I-RP-039662	101-4210-426	SUPPLIES	UNIFORM BOOTS & JACKET -POL	ICE 000000	279.98
		I-RP-039668	101-4210-426	SUPPLIES	UNIFORM HOLSTER - POLICE	000000	60.24
01-1424	SOUTHSIDE S	ERVICE					

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03997 COMBINED - 3/21/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
						·	
01-1424	SOUTHSIDE SE	RVICE continu	ried				
		I-45729	101-4210-425	REPAIRS	OIL, FILTER, SVC. ENGINE - POLICE	000000	94.65
01-1430	MOTOROLA						
01-1430	MOTOROLA	I-13151464	101-4210-434-01	MACH/POILIDT .	- MOBILE RADIO - POLICE	22222	2 550 20
			201 1210 131 01	racin booter	- MOBILE RADIO - POLICE	000000	3,662.00
01-1819	DAKOTA BUSIN	ESS CENTER					
		I-IN315354	101-4210-424	RENTALS	COPIER CONTRACT - POLICE	000000	160.90
01-4131	PUBLIC SAFET	Y SOURCE I-453220	101 4210 426	allest the			
		1-433220	101-4210-426	SUPPLIES	CONSCLE FOR DURANGO - POLICE	000000	419.00
				DEPARTMENT 2	210 POLICE T	OTAL:	7,893.47
01-0547	M&M SANITATIO				• • • • • • • • • • • • • • • • • • • •		
04 021,	THE CHILING	I-32631	101-4221-422	PROFESSIONAL	TOILET RENTAL/FIREWISE	000000	110.00
					TOTAL NEW TOTAL	000000	110.00
01-0782	JACOBS PRECIS	SION WELDIN					
		I-23715	101-4221-425	REPAIRS	TUBES - FIRE DEPT	000000	17.15
01-0832	MACK'S AUTO I	DODY IIO					
01-0032	MHCK'S MUIQ I	I-2017-118	101-4221-425	REPAIRS	REPAIR FIRE TRUCK	000000	
			101 1021 100	REFAIRS	REPAIR FIRE IRUCK	000000	5,935.04
01-1410	WESTERN COMMU	JNICATIONS,					
		I-17-721589	101-4221-426	SUPPLIES	PORTABLE ANTENNAS - FIRE DEPT	000000	120.00
01-1995	DOMESTIC TERM						
01-1995	PONTIUS, JERF	r I-030617	101-4221-426	SUPPLIES	DRIMES INTO VOLDER / FIRE DEPEN		
		2 030027	101 4221-420	SUPPLIES	REIMBSUNIV.HOLDER/ FIRE DEPT	000000	14.99
01-2473	SD DEPT. OF C	CORRECTIONS					
		I-C18D7397	101-4221-422	PROFESSIONAL	FIRE SUPPRESSION/FIREWISE	000000	433.50
01 5504	DEADWOOD STEE						
01-2594	DEADWOOD FIRE	I-030617	101-4221-434	MACUINDRY/ROU	REIMBS-LED LIGHTS, BRACKET-FIRE		
			101 1221 194	MACHINERI/ EQU	REIMBS-LED LIGHTS, BRACKET-FIRE	000000	321.43
01-3056	NORTHERN HILL	S TECHNOLO					
		I-13082	101-4221-422	PROFESSIONAL	COMPUTER ISSUES - FIRE DEPT	000000	180.00
		1-13111	101-4221-422	PROFESSIONAL	ONLINE BACKUP PKG - FIRE	000000	55.00
01-3424	BLACK HILLS U	IRCENT CARE					
01 3421		I-12593	101-4221-422	PROFESSIONAL	TESTING	000000	20.00
			· 	2001011111		000000	30.00
01-3531	RAKOW, JASON						
		I-022117	101-4221-427	TRAVEL	MEAL REIMBSMT/MIDWINTER MUSTER	000000	17.00
				DEPARTMENT 2:	21 FIRE DEPARTMENT ADMINISTRT	ንሞል ር	7,234.11
							

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PACKET: 03997 COMBINED - 3/21/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 232 BUILDING INSPECTION

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0883	SD ASSN. OF	CODE ENFORC					
		I-5-10-17 TRAIN MOHR	101-4232-427	TRAVEL	TRAINING CONFERENCE 5/10/17/8	I 000000	50.00
01-1638	SD SUILDING	OFFICIALS					
		I-MEMBER DUES2017	101-4232-426	SUPPLIES	2017 MEMBERSHIP DUES/BLDG INS	P 000000	50.00
01-1725	QUILL CORPO	RATION					
	-	I-72832993	101-4232-426	SUPPLIES	PINK CARDSTOCK PAPER/BLDG INS	P 000000	39.97
01-2243	MOHR, TRENT						
01 0013	11011117 11102111	I-ICC TRAIN MOHR	101-4232-427	TRAVEL	ICC TRAINING IN DENVER/BLDG IN	N 000000	190.00
				DEPARTMENT 3	232 BUILDING INSPECTION	IOTAL:	329.97
03.0006	GCUMIDE WI		· •				
01-0206	SCHMIDT, WII	I-03-08-17 VISITOR	101-4310-425	REPAIRS	REMOVE-REPLACE CURB WALL/STR	000000	1,566.00
01-0467	CULLIGAN OF	ጥሀው ከነአለው ሁ					
01-0467	COLLIGAN OF	I-0001920	101-4310-426	SUPPLIES	(2) 5 GAL BOTTLED WATER/STREET	T 000000	13.00
		1-0002014	101-4310-426	SUPPLIES	(2) 5 GAL BOTTLED WATER/STREET		13.00
		1 0000011	101 1010	30112120	(E) 5 GILL BOTTELD WITHKI DIKED.	1 000000	13.00
01-0561	SD ONE CALL						
		I-SD17-0308	101-4310-422	PROFESSIONAL	FEB LOCATE MSGS- FAXES/STREETS	5 000000	7.28
01-0653	FASTENAL COM	MPANY					
		I-SDSPE93595	101-4310-426	SUPPLIES	RUSTO GLOSS BLACK/STREETS	000000	83.42
01-0782	JACOBS PREC	ISION WELDIN					
		I-23769	101-4310-425	REPAIRS	STEEL DECK PLATE-ANGLE/STREETS	5 000000	58.00
		I-23783	101-4310-425	REPAIRS	SHAFTS W/KEY WAY X 6'/STREETS	000000	111.28
01-1374	BUTLER MACH	INERY COMPAN					
		I-06PS0501894	101-4310-425	REPAIRS	MIRROR ASSEMBLY/STREETS	000000	136.42
01-1500	A & B WELDIN	NO.					
01-1500	A & B MEDDII	I-00948430	101-4310-426	SUPPLIES	ACETYLENE GAS CYLINDER/STREETS	2 000000	101.24
		I-212584	101-4310-426	SUPPLIES	ARGON WELDER/STREETS	000000	89.26
							33.23
01-1515	RAPID DELIVE	ERY					
		I-341074	101-4310-426	SUPPLIES	DELIVERY FROM BUTLER/STREETS	000000	12.65
01-1543	ZEP SALES &	SERVICE					
		I-9002708409	101-4310-426	SUPPLIES	CARB CLEAN-METER MIST/STREETS	000000	256.72
			•		,		
01-1653	STURDEVANT'S						
		I-32-711202	101-4310-426	SUPPLIES	PRONTO DEXTRON VI Q/STREETS	000000	16.96
		I · 32 · 711217	101-4310-425	REPAIRS	PIN COUPLER SHACKL/STREETS	000000	209.90
		I-32-711250	101-4310-426	SUPPLIES	(2) MECH FASTFIT GLOVES/STREET	r 000000	23.98

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VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION '	CHECK#	AMOUNT
				2 4. 44.44.44.44.			=========
01-1653	STURDEVAN	T'S AUTO PARTS cont	inued				
		I-32-711273	101-4310-425	REPAIRS	F/W SEPARATOR-AIR FILER/STRTS	000000	66.69
		1-32-711459	101-4310-425	REPAIRS	ROLLER CHAIN 40-1/STREETS	000000	13.60
		I-32-711597	101-4310-426	SUPPLIES	(6) PRONTO WW GAL/STREETS	000000	17.34
		I-32-711641	101-4310-425	REPAIRS	MULTI FUNCTION SWITCH/STRTS	000000	93.04
		I-32-711642	101-4310-425	REPAIRS	RED LENS REPAIR/STREETS	000000	1,99
		I-32-711831	101-4310-426	SUPPLIES	(15) BULK PROPANE/STREETS	000000	12.30
		I-32-712005	101-4310-426	SUPPLIES	(3) MECH FASTFIT GLOVES/STRTS	000000	35.9
		I-32-712344	101-4310-426	SUPPLIES	(2) OIL FILTER-(1) AIR FILT/S	000000 TE	20.7
		I-32-712397	101-4310-426	SUPPLIES	XL-LG UNLINED FOREMAN/STRTS	000000	45.58
		1-32-712635	101-4310-426	SUPPLIES	(3) CAR FRESH/STREETS	000000	8.07
1-1813	GENERAL T	RAFFIC CONTROL					
		I-17782	101-4310-425	REPAIRS	VISOR-12" ALUM-TUNNEL-PED/ST	O00000	95.42
1-1904	CAMPBELL	SUPPLY					
		I-04010057	101-4310-426	SUPPLIES	WHEELWELL TOOLBOX DRAWR/STRTS	3 000000	209.00
1-3346	DEGLONAL	UPA COU					
1.3340	REGIONAL		101 4210 402	DECEMBER	mpomituo.		
		I-206671C2296	101-4310-422	PROFESSIONAL	TESTING	000000	25.00
1-3896	EAGLE ENT	ERPRISES, LLC					
		I-22034	101-4310-426	SUPPLIES	(7) 54W LED LIGHT BULBS/STREE	000000 T	623.00
1-3937	GLOBAL EC	UIPMENT COMPAN					
		I-110738162	101-4310-426	SUPPLIES	EXPAND PORTABLE BARRICADES/ST	TR 000000	441.85
				DEPARTMENT 3	310 STREETS	TOTAL:	4,408.67
1-0467		OF THE BLACK H			· · · · · · · · · · · · · · · · · · ·	·	
		I-0002 04 7	101-4520-426	SUPPLIES	MARCH COOLER RENT/PARKS	000000	15.00
1-1537	RDO EQUIP	MENT CO					
		I-P19025	101-4520-425	REPAIRS	SWITCH/PARKS	000000	34.76
1-1589	TEAM LABO	RATORY CHEMICA					
		I-INV0005328	101-4520-426	SUPPLIES	TERMINATOR WEED KILLER/PARKS	000000	1,760.00
		1 11110003325	101 4320 420	00171180	TEMPLATOR WEED RIBBER, PARKS	000000	1,780.00
1-3785	TALLGRASS						
		I-2017-017	101-4520-433-05	CIP WHITEWOOD	PH 1 PLANT-PH 2 RESTORE/	000000	1,000.00
				DEPARTMENT S	320 PARKS	TOTAL:	2,809.76
1-0382	ARLETH LAI	ND SURVEYING L					
		1-1513	101-4640-422	PROFESSIONAL	LOT MF-1 STAGE RUN	000000	400.00
		I-1514	101-4640-422	PROFESSIONAL	LOT 107 & PART OF REAR ALLEY	000000	468.75

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03997 COMBINED - 3/21/17

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

01-0418 BLACK HILLS PIONEER

I-830-2017 101-4640-423 PUBLISHING NOH - P&Z VARIANCE 000000 21.25

DEPARTMENT 640 PLANNING AND ZONING TOTAL: 890.00

FUND 101 GENERAL FUND TOTAL: 34,727.08

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03997 COMBINED - 3/21/17

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-1133	GOOD HOUSEKE	======================================		= ====================================	=======================================	**=====================================	========
		I-0090696832	206-4550-434	BOOKS, MAPS.	A SUBSCRIPTION - LIBRARY	000000	20.00
01-1171	A & B BUSINE	SS SOLUTION					
		I-IN375738	206-4550-426	SUPPLIES	COPIER CONTRACT - LIBRARY	000000	42.34
01-1557	DEMCO, INC.						
		I-6081641	206-4550-426	SUPPLIES	MEDIA CABINETS, DVD ALBUM, CASE	000000	1,088.53
01-1562	MIDWEST TAPE						
		I-94824017	206-4550-434	BOOKS, MAPS	A DVDs - LIBRARY	000000	301.95
01-1911	EMERY-PRATT	COMPANY					
		I-591142	206-4550-434	BOOKS, MAPS	A BOOKS - LIBRARY	000000	31.12
		I-591532	206-4550-434	BOOKS, MAPS A	A BOOK - LIBRARY	000000	12.33
		· · · · · · · · · · · · · · · · · · ·		DEPARTMENT 5	550 LIBRARY		1,496.27
				FUND 2	06 LIBRARY FUND	TOTAL:	1,496.27

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03997 COMBINED - 3/21/17

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	TRUOMA
===========	=========						=========
01-0223	COCA COLA BO	OTTLING HIGH					
		I-2086955	209-4510-426	SUPPLIES	(2) 7 OZ CADDY PACK CUPS/REC	000000	40.00
		I-2113004	209-4510-426	SUPPLIES	(1) 7 OZ CADDY PACK CUPS/REC	000000	20.00
01-0418	BLACK HILLS	PIONEER					
		I-02-28-17 COMM PROM	209-4510-423	PUBLISHING	COMMUNITY PROMO PAGES/REC	000000	12.50
01-3151	KONE INC.						
		I-949557407	209-4510-422	PROFESSIONAL	ELEVATOR INSPECTIONS/REC	000000	145.04
01-3618	KDSJ 980 AM	RADIO					
		I-17-02-046	209-4510-426	SUPPLIES	AD SPOTS DIGGERS BB GAMES/RE	C 000000	280.00
01-3991	MIDCONTINENT	TESTING LA					
		I-68778	209-4510-422	PROFESSIONAL	FEB 2017 WATER TESTING/REC	000000	20.25
01-4130	ADVANCED TEC	HNOLOGY PRO					
		I-POOL CERT TRIPLE	209-4510-427	TRAVEL	POOL CERT COURSE/REC CENTER	000000	295.00
				DEPARTMENT 5	S10 REC CENTER	TOTAL:	812.79
		· · · · · · · · · · · · · · · · · · ·					
01-2857	NEIGHBORHOOD						
		I-2017-10	209-4980-429	OTHER	2017 ALLOCATION	000000	1,000.00
				DEPARTMENT 9	980 SPECIAL EVENTS	TOTAL;	1,000.00
							
				FUND 2	09 BED & BOOZE FUND	TOTAL:	1,812.79

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03997 COMBINED - 3/21/17

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. O		T = 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	======================================		.=======	
		I-FEB-031717	215-3000-699	MISC REVENUE	SD DEPT. OF REVENUE	000000	1.30
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	1.30
01-1811	BLACK HILLS		••	* * • 			
		I-030817	215-4572-235	VISITOR MGMT	RUNGE-CASE LIBRARY SYMPOSIUM	000000	100.00
		I-030817	215-4572-235		ZEPKIN-CASE LIBRARY SYMPOSIUM		100.00
		1-030817	215-4572-235		FARRIS-CASE LIBRARY SYMPOSIUM		110.00
		I-030817	215-4572-235	VISITOR MGMT	ANFINSON-CASE LIBRARY SYMPOSI		100.00
		I-030817	215-4572-235		KUCHENBECKER-CASE LBR SYMPOSI		70.00
01-3227	FOUR WINDS	INTERACTIVE,					
		I-SIN120764	215-4572-235	VISITOR MGMT	ANNUAL MAINTENANCE	000000	1,504.81
				DEPARTMENT 5	72 HP VISITOR MGMT AND INFOR	TOTAL :	1,994.81
01-1986	ASSOCIATED	BAG COMPANY	· • • • • • • • • • • • • • • • • • • •				
		I-N70698B	215-4573-320	UICT TMTERR	REC CENTER ARCHAEOLOGY		
		00303	213-43/3-320	nisi, interp.	REC CENTER ARCHAEOLOGY	000000	129.40
01-2014	TOMS, DON						
		I-20 CF 20	215-4573-335	HIST. INTERP.	FUNERAL HOME 20 OF 20	000000	780.00
01-2265	QUALITY SER	VICES, INC.					
		I-SD3917003 3	215-4573-320	HIST. INTERP.	1/15-2/18/17 DWD REC CURATION	000000	10,498.34
01-3044	LAWRENCE CO	. EQUALIZATI					
		I-022317	215-4573-335	HIST. INTERP,	MAP FOR MT MORIAH BOOK	000000	18.75
				DEPARTMENT 57	73 HP HISTORIC INTERPRETATION	FOTAL:	11,426.49
01-0776	ALBERTSON E	NGINEERING,			····	· ·	
		I-10799	215-4575-515	GRANT/LOAN RE	2016-237H 53 TAYLOR RET WALL	000000	450.00
01-2916	FALL RIVER	COUNTY HISTO					
		I-030817	215-4575-520	GRANT/LOAN PR	2016 OUTSIDE OF DWD GRANT	000000	6,606.00
01-3421	CITY OF MOBI	RIDGE					
		I-030817	215-4575-520	GRANT/LOAN PR	2016 OUTSIDE OF DWD GRANT	000000	22,582.80
							,,
				DEPARTMENT 57	'5 HP DEADWOOD GRANT AND LOAT	OTAL:	29,638.80
01-2394	GUNDERSON, I						
	22.000,	I-74235	215-4576-620	PROFES. SERV.	LEGAL SERVICES	000000	3,265.34
				DEPARTMENT 57	6 HP PROFESSIONAL SERVICES T	OTAL:	3,265.34
		·					

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03997 COMBINED - 3/21/17

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0776		ENGINEERING,				=========	
		I-10797	215-4577-755	CAPITAL ASSE	ST 2014-187H RAYMOND RET WALL	000000	60.00
		I-10798	215-4577-755	CAPITAL ASSE	ET 2015-319H CITY STEPS & 1 F	ORES 000000	180.00
		I-10800	215-4577-755	CAPITAL ASSE	ET 2017-046H DENVER & WILLIAM	S RW 000000	345.36
01-1333	DEADWOOD	ELECTRIC					
		I-21445	215-4577-735	CAPITAL ASSE	T CROWS NEST REPIPE AND REWI	RE 000000	807.68
01-1383	AINSWORTH	-BENNING CONST					
		I~6450	215-4577-755	CAPITAL ASSE	T GUY & FOREST RET WALL	000000	10,225.98
01-3667	BERBERICH	DESIGNS					
		I-030117	215-4577-735	CAPITAL ASSE	T EVENT COMPLEX PHI PROF DES	IGN 000000	2,569.32
01-4007	SPLIT ROC	K STUDIOS					
		I-2889	215-4577-775-01	CIP-LOWER MA	I WELCOME CENTER EXHIBITPROD	UCTI 000000	20,216.00
				DEPARTMENT	577 HP FIXED CAPITAL ASSET	S OTOTAL:	34,404.34
01-0340	MIDCONTIN	ENT COMMUNICAT		* 			
		I-7047175028599	215-4641-428	UTILITIES	3/1-3/31 3 SIEVER ST	000000	65,00
01-0467	CULLIGAN (OF THE BLACK H					
		I-2013	215-4641-426	SUPPLIES	HP - WATER	000000	26.00
		I-2046	215-4641-426	SUPPLIES	HP COOLER RENTAL 3/1-3/31	000000	15.00
01-1827	MS MAIL &	MARKETING					
		I-8790	215-4641-423	PUBLISHING	FEBRUARY 17 NEWSLETTER	000000	627.56
01-3346	REGIONAL E	HEALTH					
		I-206671C2296	215-4641-422	PROFESSIONAL	TESTING	000000	25.00
01-3373	AMAZON WE	3 SERVICES					
		I-92882277	215-4641-428	UTILITIES	2/1-2/28/17 WEB SVCS	000000	173.14
01-3955	VARIDESK I	inc					
			215-4641-426	SUPPLIES	BONNY - DESK MAT 36	000000	60.00
				DEPARTMENT (641 OFFICE HIST. PRES.	TOTAL:	991.70
						·	
				FUND :	215 HISTORIC PRESERVATION	TOTAL:	81,722.78
							021.22.70

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FACKET: 03997 COMBINED - 3/21/17

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-1879	CONRADS BIG				: WORK DONE 650 MAIN BERG	000000	4,418.77
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	4,418.77
01-2857	NEIGHBORHOO	D LENDING SE		·	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~		
		I-03072017	216-4653-422	PROFESSIONAL	FEBRUARY 2017	000000	6,463.75
01-3598	RANGEL CONST	TRUCTION CO.					
		I - 2	216-4653-962-05	FACADE EASEME	FACADE 650 MAIN - BERG	000000	77,881.47
01-4050	WOODLAND COM	NSTRUCTION					
		I-10492	216-4653-962-07	HISTORIC REHA	SIDING/WINDOWS 360 WILLIAMS	000000	2,282.25
01-4067	KAHLER, DEBI	AS					
		I-021417	216-4653-962-03	WINDOWS GRANT	WINDOWS 56 TAYLOR KAHLER	000000	1,295.27
01-4119	MAYNARD, DES	STINY AND BR					
		I-000002	216-4653-962-03	WINDOWS GRANT	WINDOWS 4 HARRISON MAYNARD	000000	4,700.00
				DEPARTMENT 69	53 REVOLVING LOAN	TOTAL:	92,622.74
				FUND 21	l6 REVOLVING LOAN	TOTAL:	97,041,51

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03997 COMBINED - 3/21/17

VENDOR SET: 01

FUND : 544 ST. AMBROSE PROJECT

DEPARTMENT: 370 ST. AMBROSE

BUDGET TO USE: CB-CURRENT BUDGET

VZNDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESC	CRIPT	NOI		CHECK#	AMOUNT
01-0382	ARLETH LAND	SURVEYING L I-1507	544-4370-422	PROFESSIONA	AL ST	AMBR	OSE CEME	TERY PLAT	000000	6,560.00
	·			DEPARTMENT	370	ST.	AMBROSE		TOTAL:	6 ,560.00
				FUND	544	ST.	AMBROSE	PROJECT	TOTAL:	6,560,00

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 03997 COMBINED - 3/21/17

VENDOR SET: 01

FUND : 564 LOWER MAIN VISITOR CENTER

DEPARTMENT: 192 PUBLIC BUILDING

BUDGET TO USE:

CB-CURRENT BUDGET

BANK: FNBAP

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT 01-2994 CHAMBERLIN ARCHITECTS I-INVOICE #27 564-4192-422 PROFESSIONAL PRO SVCS DWD WELCOME CENTER 000000 6,099.25 DEPARTMENT 192 PUBLIC BUILDING TOTAL:

FUND

564 LOWER MAIN VISITOR CENTERTOTAL:

6,099.25

PAGE: 13

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

FACKET: 03997 COMBINED - 3/21/17

VENDOR SET: C1

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	TNUOMA
=======		*======================================		=========			========
01-0539	LEAD-DEADWOO	D SANITARY					
		I-03-01-17 RES EQR	602-4330-422	PROFESSIONAL	FEB 2017 EQR USAGE/RESIDENTI	AL 000000	25,605.44
01-0561	SD ONE CALL						
		I-SD17-0308	602-4330-422	PROFESSIONAL	FEB LOCATE MSGS- FAXES/WATER	000000	7.28
01-1827	MS MAIL & MA	RKETING					
		I-8790-A	602-4330-426	SUPPLIES	UTILITY BILLS MAILING - FEB	000000	287.72
01-3772	SANDIDGE, LA	NCE					
		I-01-24-17 SD DENR	602-4330-422	PROFESSIONAL	TESTING FEE/WATER	000000	10.00
~ ~~				DEPARTMENT (330 WATER	TOTAL:	25,910.44
				FUND 6	502 WATER FUND	TOTAL:	25,910.44

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

PACKET: 03997 COMBINED - 3/21/17

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESC	RIPTION	CHECK#	AMCUNT
01-0539	LEAD-DEADWOO	D SANITARY I-02-28-17 CONSUMPT	603-4325-429	OTHER EXPEN	SE MAR	CH CONSUMPTION/PUB BLDGS	000000	573.62
				DEPARTMENT	325	SEWER	TOTAL:	573.62
				FUND	603	SEWER FUND	TOTAL:	573.62

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 03997 COMBINED - 3/21/17

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0508	GALLS, LLC					=======================================	===========
		C-007012315	610-4360-426	SUPPLIES	RETURN OF UNIFORM BOOTS- P&T	000000	104.99-
		I-007008999	610-4360-426	SUPPLIES	UNIFORM BOOTS - POLICE	000000	100.99
01-1399	NEVE'S UNI	FORMS, INC.					
		I-RP-039660	610-4360-426	SUPPLIES	UNIFORM PANTS - P&T	000000	39.99
01-3712	PASSPORT P.	ARKING, INC.					
		I-4946	610-4360-422	PROFESSIONAL	MOBILE PAY - METERS	000000	51.00
				DEPARTMENT 3	860 PARKING/TRANSPORTATION	TOTAL:	86.99
01 0463	OULTERN O		~~~~~~~~~				
01-0467	COLLIGAN	F THE BLACK H I-0001768	610 A367 476	GUEDA 200			
		1-0001/68	610-4361-426	SUPPLIES	SOFTENER RENT - TROLLEY	000000	22.00
01-0545	LYNN'S DAK	OTA MART					
		I-0189 - 2017	610-4361-426	SUPPLIES	24 PK WATER - TROLLEY	000000	32.89
01-0583	OWENS INTE	RSTATE SALES					
		C-5268-304263	610-4361-426	SUPPLIES	CORE RETURN-BATTERY /TROLLEY	000000	27.00-
		I-5268-303988	610-4361-426	SUPPLIES	FANS - TROLLEY	000000	114.17
		I-5268-304013	610-4361-426	SUPPLIES	BRACKETS - TROLLEY	000000	16.00
		I-5268-304184	610-4361-426	SUPPLIES	2 - LENS - TROLLEY	000000	9.52
01-0619	TWILIGHT F	IRST AID & SA					
		I-41495	610-4361-426	SUPPLIES	FIRST AID SUPPLIES - TROLLEY	000000	52.85
01-1543	ZEP SALES	& SERVICE					
		I-9002708431	610-4361-426	SUPPLIES	ZEP 40, ZEP VOC, ULTRA WIPE-TRO	L 000000	307.25
01-1653	STURDEVANT	'S AUTO PARTS					
		C-32-711850	610-4361-426	SUPPLIES	RTN/EXCHNG-INSULATION/TROLLEY	000000	0.49-
		I-32-711638	610-4361-426	SUPPLIES	CLEANER, PRIMER, FUSES - TROLLE	Y 000000	66.16
		I-32-711825	610-4361-426	SUPPLIES	RUBBER INSULATION - TROLLEY	000000	34.82
		I-32-711902	610-4361-426	SUPPLIES	LITE WEIGHT OIL - TROLLEY	000000	12.76
		I-32-711947	610-4361-426	SUPPLIES	4 - EASYTOUCH - TROLLEY	000000	63.96
01-3346	REGIONAL H	EALTH					
		I-206671C2296	610-4361-422	PROFESSIONAL	TESTING	000000	25.00
						FOTAL:	729.89
	· • • • • • • • • • • • • • • • • • • •						
				10140 6	10 PARKING/TRANSPORTATION :	IQTAD:	816.88

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

PACKET: 03997 COMBINED - 3/21/17

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION CHECK# AM	MOUNT
01-3151	KONE INC.	I-949557407	611-4362-422	PROFESSIONAL ELEVATOR INSPECTIONS/RAMP 000000 1	145.04
				DEPARTMENT 362 MAIN STREET RAMP TOTAL: 1	145.04
				FUND 611 MAIN STREET RAMP TOTAL: 1	145.04

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

PACKET: 03997 COMBINED - 3/21/17

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET BANK: FNBAP

TOTAL:

3,208.92

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# THUOMA 01-0585 SD DEPT, OF REVENUE AMOUNTS HELD SD DEPT. OF REVENUE I-FEB-031717 722-2190 000000 3,208.92 DEPARTMENT NON-DEPARTMENTAL TOTAL: 3,208.92 -----

FUND 722 SALES TAX AGENCY

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

PACKET: 03997 COMBINED - 3/21/17

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGNCY DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

REPORT GRAND TOTAL: 287,557.76

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	= ===================================	DESC	RIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION	ON GAMING						
		I-031317	723-4000-429	OTHER	CIT	Y SLOTS - PYMT 9, YR 2	000000	27,443.18
			***************************************	DEPARTMENT	000	NON-DEPARTMENTAL	TOTAL:	27,443.18
				FUND	723	NICKEL SLOT PAYMENT AGNO	CYTOTAL:	27,443.18



Northern Hills Recreation Association 515 South Main St. Lead, SD 57754 605-584-2654

www.northernhillsrec.org

Northern Hills Recreation Association Funding Request for 2016 budget

The Northern Hills Recreation Association wants to thank the City of Deadwood for your support in our efforts through the 2016 commitment made to the organization. Unfortunately, we did not take advantage of the commitment in a timely manner.

The Northern Hills Recreation Association believes there are still very strong and compelling reasons to support our efforts in 2017. The Rec Association would like to highlight some of the activities they have completed in the last year, give updates on current projects and describe what the future looks like.

Some of the presentation highlights will include:

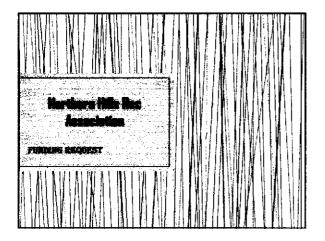
- 1. The many events that the Rec Association put on in the last year and those success stories.
- 2. Future events, trail construction and the benefits to the community.
- 3. Grant opportunities that will benefit Deadwood and the local community.
- 4. Partnerships with other organizations that benefit Deadwood.
- 5. Development of a visitor guide and visitor web page.
- 6. Volunteer commitment and local support.

The Northern Hills Recreation Association is requesting consideration of distributing the \$10,000 awarded to the Northern Hills Recreation Association in 2016. This tardy request is due primarily to unfortunate circumstances involving the associations mishandling and misunderstanding to the process of obtaining said funds. Bottom line is an invoice was not submitted to the City's Finance Office during the 2016 fiscal year.

The organization would like to apologize for our failure to follow the appropriate procedures in obtaining the budgeted funds in 2016. The award letter for the 2016 budget was not sent to the Northern Hills Recreation Association address but sent to the President of the Association who was involved with some personal issues and did not share with the association.

The Association would like to request the \$10,000 be awarded to the Northern Hills Recreation Association in 2017 through what we understand would be a budget supplement for the City of Deadwood.

We stand by to answer any questions you may have. We appreciate your time and consideration.



Events

2016

- Snow Jam Series (5 total Races)
- Lead-Deadwood Hill cross
- * Bicycle Maintenance Workshop
- Mile High Bike Challenge
- · Wild Bill Day Gold Panning
- 3x3 Basketball Tournament

2017

- Snow Jam (7 Races this season with Big Hill partnership)
- Lead-Deadwood Hill cross
- OHV Trail Opening Celebration
- · Wild Bill Days Gold Panning
- Mile High Bike Challenge
- = 3x3 Basketball Tournament

The Benefits of Races and Events

- · Health and Wellness of the Community
- It Makes the Deadwood area more attractive
- Additional customers for local businesses
 - Just under 50% of the participants in the last two Snow Jam races have traveled from outside of Lawrence County to participate.

What Events

Mean for the Local Economy

- Rapid City, SD
- Spearfish, SD
- Laramie, WY
- Gillette, WY
- Lead / Deadwood
- Presho, SD
- Valentine, NE
- Sturgis, SD
- Newcastle, WY
- Lander, WY

Trail Mapping and Development

- State of Washington Street Trail (Homestake Trail)
 - * Plan to begin constructions this summe

Open to both summer and winter recreation

- Completion and opening by this fall
- ? Miles of trails have been captured on GPS to provide potential trails to develop throughout the region.
- Moving next to BLM and Forest Service proposals



Website Development

- Resource for Events
- Visitor resource for places to recreate
- . Gives the ability to partner with other organizations





- American Hiking Society
- National Forest Foundation
- Wellmark MATCH Grants
- South Dakota RTP
- Tread Lightly Quadratec Grants
- BH&B Matching Dollar Challenge Grant

Upcoming Projects - Web Development - Magazine Publication to highlight Northern Hills - Adding Additional Events / Partnerships

Volunteer Commitment

Since Jan 2016:

- NHRA Volunteer Hours -- 684 Hrs
- 344 hrs. for Mile High and Hill Cross Events
- Volunteer hrs. from Trail Committee

3-20-17 GA

2017 PARKING LEASE WITH SOUTH DAKOTA COMMISSION ON GAMING

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

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

Deadwood, hereinafter referred to as LANDLORD.

WITNESSETH

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

follows:

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

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

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

Deadwood, South Dakota.

Under the following terms and conditions:

SECTION 1 (TERM OF LEASE)

The term of this lease shall be for one (1) year, to commence on April 1, 2017 and

terminate on March 31, 2018 unless the TENANT exercises the option to renew under provision

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

SECTION II (PAYMENTS)

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

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

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

Payments shall be made to:

NAME: Deadwood City Finance Office

ADDRESS: City Hall – 102 Sherman Street

Deadwood, SD 57732

1

SECTION IV (FUNDING OUT)

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

SECTION V (TERMINATION)

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

SECTION VI (PEACEABLE AND QUIETLY HOLD)

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

The TENANT agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. TENANT acknowledges and agrees that it is taking the same risks of the vehicle being stolen or damaged that it would take if it parks on any street. TENANT further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that TENANT will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to TENANT'S vehicles or its contents while parking in the Miller Parking Lot. TENANT agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the Miller Parking Lot at its own risk and responsibility.

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

SECTION VII (CANCELLATION)

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

SECTION VIII (PRIOR LEASE)

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

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

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

3-20-17 GB

BROADWAY PARKING STRUCTURE LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY" and NMD Venture, LLC, with a record address of 681 Main, Deadwood, SD 57732, hereinafter referred to as "NMD".

CITY and NMD agree that NMD shall rent a total of twelve (12) spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles in the Broadway Parking Structure for various time frames, as forth within the following terms and conditions:

I.

The term of this lease shall be twelve (12) months. Commencing January 1, 2017, through December 31, 2017. The parties acknowledge and agree NMD, its employees and representatives may use the parking spaces twenty-four hours per day, seven (7) days per week. The twelve (12) spaces leased pursuant to this agreement may not be utilized by NMD customers and are not to be used as an alternative for validations for customers.

II.

In accordance with the rates established by CITY for the Broadway Parking Structure, NMD agrees to pay to CITY as rent the sum of One Hundred Dollars (\$100.00) for each parking space, plus six and ½ percent (6.5%) sales tax, for a total of One Thousand Two Hundred and Seventy-eight Dollars (\$1278.00) per month. The rental amount set forth in this paragraph shall be due and payable on or before the 1st day of January 2017, and on the first day of each month following through December, 2017.

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

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

III.

NMD, in addition to these rented spaces, validates parking of customers in the Broadway Parking Structure via City validation machine #6. Such validations are submitted to CITY and CITY invoices such to GDL by the 10th of every month. Should these invoices not be paid in full by the end of the same month invoiced by CITY, CITY shall not honor such validations in the following month until such time as the account is made current. GDL agrees it is entitled to no further notice under this section.

IV.

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

V.

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

incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to NMD'S vehicles or its contents while parking in the Broadway Parking Structure. NMD agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the Broadway Parking Structure at its own risk and responsibility.

VI.

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

VII.

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

Dated this 20th day of March, 2017.

Charles Turbiville, Mayor	

CITY OF DEADWOOD

ATTEST:

Mary Jo Nelson
Finance Officer

Dated this day of Mach	, 2017.
	NMD Venture, LLC
	By: Mike Trucano, Member
State of South Dakota)) SS
County of)
appeared Mike Trucano, who a LLC a South Dakota limited li	arch, 2017, before me, the undersigned officer, personall cknowledged himself to be the Manger of NMD Venturability company, and that such Manger, being authorized instrument for the purpose therein contained by signinatelf as Managing Member.
IN WITNESS WHEREOF, I ha	ive set my hand and official seal.
(SEAL)	
	Notary Public
	My Commission Expires:

3-20-17 6C

BROADWAY PARKING STRUCTURE LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY" and GOLD DUST LODGING, LLC, with a record address of 22 Lee Street, Deadwood, SD 57732, hereinafter referred to as "GDL".

CITY and GDL agree that GDL shall rent one hundred twenty (120) spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles in the Broadway Parking Structure, under the following terms and conditions:

I.

The term of this lease shall be twelve (12) months. Commencing January 1, 2017, through December 31, 2017. The parties acknowledge and agree GDL, its employees and representatives may use the parking spaces twenty-four hours per day, seven (7) days per week. The one hundred twenty (120) spaces leased pursuant to this agreement may not be utilized by customers of Gold Dust Gaming or any other parent or subsidiary of GDL and are not to be used as an alternative for validations for customers of any casino.

II.

In accordance with the rates established by CITY for the Broadway Parking Structure, GDL agrees to pay to CITY as rent the sum of Sixty Dollars (\$60.00) for each parking space, plus six and ½ percent (6.5%) sales tax, for a total of Seven Thousand Six Hundred and Sixty-eight Dollars (\$7,668.00) per month. The rental amount set forth in this paragraph shall be due and payable on or before the 1st day of January 2017, and on the first day of each month following through December, 2017.

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

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of ten percent (10%) of the unpaid and outstanding rent. If the rent payment is more than ten (10) days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the spaces or spaces without notice to renter. In addition, if the rent payment is more than ten (10) days overdue, CITY shall cause access cards to be turned off so that GDL shall not have access to the one hundred twenty (120), until such time as the account is made current. GDL agrees it is entitled to no further notice under this section.

III.

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

IV.

GDL agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. GDL acknowledges and agrees that it is taking the same risks of the vehicle being stolen or damages that it would take if it parks on any street. GDL further agrees that if anyone steals or damages its vehicle or anything in its vehicles, the GDL will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expresses or implied, to protect against loss or damage to GDL'S vehicles or its contents while parking in the Broadway Parking Structure. GDL agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the Broadway Parking Structure at its own risk and responsibility.

V.

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

VI.

Either GDL or CITY may terminate th writing at least thirty (30) days prior to the pr	is agreement by notifying the other party in roposed termination date.
Dated this 20th day of March, 2017.	
	CITY OF DEADWOOD
Ō	Charles Turbiville, Mayor
ATTEST:	

Mary Jo Nelson Finance Officer

	Dated this	_ day of March, 201	17.
			Gold Dust Lodging
			By: Its:
	of South Dakota ty of))SS	
appea	On this da	ing instrument and	before me, the undersigned officer, personally wn to me to be the person whose name is acknowledged that they executed the same for
IN W	TITNESS WHERE	OF, I have set my h	and and official seal.
(SEA	L)		
			Notary Public
			My Commission Expires:

STATE OF SOUTH DAKOTA WILDLAND FIRE DIVISION COOPERATIVE FIRE SUPPRESSION AGREEMENT ADDENDUM #1

This Addendum is hereby made and entered into by and between the Wildland Fire Division of the South Dakota Department of Agriculture, an agency of the State of South Dakota, 3305 West South St., Rapid City, SD 57702-8160, (hereinafter, "STATE"), and Church Description, 1075 hornor, Description, SD (complete legal name and address), (hereinafter "COOPERATOR").

The STATE and COOPERATOR entered into an Agreement to cooperate in fire prevention and suppression efforts, Agreement Number SOFD2014 DWOX .

The STATE and COOPERATOR agree to amend Appendix A to correct a typo and add clarification to several sections.

The following amendments have been made:

II. COOPERATOR SERVICES,

E. Repair Crews: Added "or for the COOPERATOR to repair equipment at the incident."

III. MINIMUM REQUIREMENTS FOR FIREFIGHTERS,

- A. Qualifications: Deleted "Except for the defined initial attack period"
- **B.** Incident Qualifications Card (IQC): Deleted "Except for the initial attack phase of a fire" and replaced "under this Agreement" with "for services on Type 1, Type 2, and Type 3 incidents."

V. COMPENSATION PLAN,

Personnel Compensation

- A. Compensation Rates: Please refer to www.nifc.gov/programs/epc ADpayplans.html for up to date compensation rates.
- C. Compensation for Fully and Non-Fully Qualified Firefighter:
 - 1. Changed AD-A to AD-B in second bullet item.
 - 2. Deleted "to include Initial attack" in third bullet item.
- D. Engine Boss, Engine Boss Trainee, and Crew (Wildland Engines):
 - Added clarifying language for staffing on fully qualified engines on Type 1, 2, or 3 fires.
 - Added clarifying language for staffing and payment of personnel on Initial Attack for Type 4 and 5 fires.
- J. Compensation for Meals and Lodging: -Deleted "The first Meal shall be provided by the COOPERATOR and brought with the unit and is not compensable." -Added, "The current per diem rates for the State of South Dakota

can be found at http://bhr.sd.gov/classification/compensation/travelrates.pdf."

- Lodging removed the rate and provided further clarification on what is and
 is not acceptable on a receipt.
- Meals removed the rates and added, "The rate for the first and last day will be based on leave and return times at the home unit."

Equipment Compensation

- A. Specialized Equipment:
 - 2. Prescribed Fire: Replaced "at a rate of \$65.00 per 24 hour day (0001 to 2400) and \$0.51 per mile" to "at the current rate for a command vehicle"
 - 4. ATV and UTV: Added ATV and UTVs to the Agreement.
- C. Damage Claims to Fire Apparatus: Bolded (for emphasis) and added to the first sentence "to ensure all appropriate paperwork is completed." Corrected the amount of the deductible from \$5,000 to \$500.

Equipment Rates Table

Added rates for ATV and UTV
Added Command Vehicle to (STEN and DIVS) vehicle
Added "one rotation per incident" to Crew Rotation Vehicle

X. <u>CREW ROTATION, EXTENSION, AND EMERGENCY DEMOBILIZATION PROCEDURES,</u>

A. Engine Crew Rotation: Added, "On fires within South Dakota one crew rotation will be compensable by the STATE.

Position Classification/AD Classification Table, pages 23-26

- 1. In column AD CLASS, removed rates as they can be found on the internet.
- In column COORDINATION AND SUPPORT, row AD-D-changed Driver Operator to Driver/Water Tender Operator (DRIV/WTOP), row AD-E-changed Driver CDL Required to Driver w/CDL (DRCL)
- 3. In column OPERATIONS, row AD-E-deleted Engine Operator (ENOP)

This Addendum will become effective on the date of the last signature and continue until the 31st day of December 2018, unless otherwise terminated according to the terms of the Agreement.

The original Agreement is hereby amended with the provisions outlined herein and all other terms and provisions contained in the original Agreement shall remain in full force.

IN WITNESS WHEREOF, the parties signify their agreement by signing below.

COOPERATOR'S LEGAL NAME:

TITLE:



SIGNATURE OF COOPERATOR:					-			•			
						DA	TE:				
					1.		-	-			
		÷				<u></u>			-		**************************************
STATE OF SOUTH DAKOTA			٠,					•		٠	
BY:										2	
Wildland Fire Coordinator or his designee		-									
On thisDay of	, 20										,
APPROVED BY:			., et			• .	•				
										٠	
Mike Jaspers, Secretary		<u>-</u>		٠							
South Dakota Department of Agriculture State of South Dakota											
On this Day of	, 20_										

),

PERFORMANCE CONTRACT

BETWEEN THE CITY OF DEADWOOD AND BLACK HILLS COUNCIL OF LOCAL GOVERNMENTS

This performance contract between the City of Deadwood, the "CITY", and the Black Hills Council of Local Governments, the "COUNCIL", is for the COUNCIL to complete an update to the CITY'S Comprehensive Plan.

TERMS OF CONTRACT

This agreement shall commence upon its execution by both parties and shall terminate upon the delivery of the Final Draft of the Comprehensive Plan. In the event of termination, the COUNCIL shall be compensated pro rata for the percentage of *Responsibilities* performed prior to the date of termination.

RESPONSIBILITIES

The parties to this contract agree to the following Responsibilities.

The CITY agrees to:

- 1. provide compensation to the COUNCIL in accordance with the terms of this contract;
- 2. provide information and guidance to the COUNCIL staff during the contract period;
- 3. fully consider and take appropriate actions recommended by the COUNCIL staff regarding specific administrative procedures;
- 4. provide feedback on elements of the plan document within a reasonable time period;
- 5. assume responsibility for all advertising and legal publications related to the review and adoption of the Comprehensive Plan; and,
- 6. establish a suitable local site for public participation events.

The COUNCIL agrees to:

- 1. perform all duties as outlined on the attached scope of work; and,
- 2. provide an electronic copy of the plan documents, maps, sample legal ads, and sample resolutions to the CITY in order to adopt the Comprehensive Plan.

COMPENSATION

The CITY hereby agrees to provide compensation to the COUNCIL in the amount of forty thousand dollars (\$40,000) for services rendered in the development of the Comprehensive Plan as outlined in this contract. Compensation for performance of these COUNCIL responsibilities shall be due upon delivery of the Final Draft of the City of Deadwood Comprehensive Plan or earlier termination of this contract as provided herein. The CITY agrees to pay the COUNCIL within sixty (60) days of receipt of billing.

HOLD HARMLESS

To the fullest extent permitted by law, each party shall indemnify and hold harmless the other party, including each other's agents, employees and volunteers from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the party's respective Responsibilities as set forth herein, including loss of use resulting therefrom and which is caused in whole or in part by any negligent act or omission of the party, or any subcontractor of such party, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

ENTIRE AGREEMENT: NO THIRD PARTY BENEFICIARIES

This Contract is the entire agreement between the parties concerning its subject matter, supersedes all prior agreements and understandings, whether or not written, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.

MODIFICATION OR CANCELLATION OF CONTRACT

This contract constitutes the entire agreement between all parties and supersedes all previous contract(s). No amendment or modification changing its scope or terms shall have any force or effect unless it is in writing and signed by both parties. This contract may be canceled by either party with thirty (30) days written notice, delivered by registered mail. In the event of cancellation, the COUNCIL shall be compensated on a pro rata basis for the percentage of Responsibilities performed prior to the date of cancellation. All notices under this contract shall be addressed as follows:

To COUNCIL:

Black Hills Council of Local Governments Attn: Ali DeMersseman 730 East Watertown Street, Suite 102 Rapid City, SD 57701

To CITY: City of Deadwood Attn: Bob Nelson, Jr. 108 Sherman Street Deadwood, SD 57732

This agreement shall be binding upon the parties hereto, their successors and assigns.

Executed this day of , 2017.

CITY OF DEADWOOD

Charles Turbiville, Mayor	Ali DeMersseman, Executive Director

BLACK HILLS COUNCIL
OF LOCAL GOVERNMENTS

PROPOSED SCOPE OF WORK:

Black Hills Council of Local Governments (BHCLG) will update the Deadwood Comprehensive Plan through completion of the following phases:

PHASE ONE - Preparing for the planning process

A. BACKGROUND DATA COLLECTION (Months 1 & 2)

- 1. The City of Deadwood will select a single point-of-contact on City staff to communicate and coordinate with BHCLG throughout the project.
- 2. The City of Deadwood will provide relevant planning documents to BHCLG for review.
- 3. The City of Deadwood will provide existing GIS information to BHCLG for use on the project, including but not limited to: city parcel layer; street network system; existing water and sewer infrastructure; and, existing land use layer.
- 4. BHCLG will collect up-to-date data on Deadwood's demographics; employment, income; economics; education; transportation system; infrastructure; and community facilities.

B. SCOPING SESSION (Month 3)

 BHCLG will conduct an initial meeting with the Planning and Zoning Commission, or an appointed Comprehensive Plan Committee, to review accomplishments from the 2001 Comprehensive Plan, identify key issues to focus upon during the update process, and preferred avenues for public input.

C. PUBLIC INPUT STRATEGY DEVELOPMENT (Month 4)

1. Based upon the input from City staff and officials, BHCLG will establish a strategy to reach out to residents, organizations, and business owners within the city. It is anticipated that the public participation strategy will consist of online participation through a community survey, a project website, four small group stakeholder meetings (with attendees identified by the City), three goal setting/visioning sessions, and a public open house to present the draft plan.

PHASE TWO - Initial input from the public

A. COMMUNITY SURVEY (Month 5)

1. Based on the input from the City, BHCLG will develop a community survey to gauge the public's view of the issues and opportunities facing Deadwood. The survey will be available online and via paper format. The results of the survey will help to inform revisions to the vision and goals included in the plan document.

B. STAKEHOLDER MEETINGS (Months 5 & 6)

1. BHCLG will conduct four small group stakeholder meetings with attendees identified by the City. These meetings will focus on issues and opportunities for the City of Deadwood. BHCLG will develop the invitation materials—letters and posters—but the City will be responsible for distributing the invitations and publicizing the event. The input from these meetings will inform revisions to the vision and goals included in the plan document.

PHASE THREE -Profiling the community

A. UPDATED COMMUNITY PROFILE (Months 6 & 7)

- 1. BHCLG will complete a Community Profile, which will include an inventory of existing conditions in demographics, employment, housing, land use, transportation, and community facilities. The community profile information will appear throughout the plan, articulated in the form of infographics, graphs, tables, and maps.
- 2. Based on the availability of data, BHCLG will develop a series of maps to illustrate existing conditions in areas such as land use, transportation network, infrastructure services, and parks.
- 3. BHCLG will synthesize all survey results and information obtained from the stakeholder meetings to relate the community desires and ideas expressed by the public and this will be used as a foundation for the Phase Four visioning sessions.

PHASE FOUR – Plan vision and goal revisions

A. VISIONING/GOAL SETTING SESSIONS (Months 8 & 9)

- 1. BHCLG will hold a meeting with the Planning and Zoning Commission/Comprehensive Plan Committee to present the community profile information, the public survey results, and input received during the stakeholder meetings. At this meeting, the Planning and Zoning Board/Comprehensive Plan Committee will also participate in a visioning and goal setting activity.
- 2. BHCLG will conduct two public visioning and goal setting meetings, in which participants will take part in visioning and goal setting activities regarding the future of Deadwood. BHCLG will develop the materials inviting people to attend this meeting and to publicize the events, but the City will be responsible for distributing the invitations and publicizing the events.

PHASE FIVE – Drafting the Comprehensive Plan

A. PLAN DOCUMENT DEVELOPMENT (Months 10 & 11)

1. Using the background data, maps, and the input gathered, BHCLG will develop a draft of the comprehensive plan. In general, the plan will consist of the following sections: Community Profile; Planning Process; Vision and Goals; and, Implementation. The following elements will be addressed in both the Community Profile and Vision & Goals: Land Use; Housing and Neighborhoods; Historic Character; Community Image and Design;

- Economy; Parks, Recreation and Amenities; Environment; Public Services; Transportation; and, Annexation and Growth.
- 2. BHCLG will hold a meeting with the Planning and Zoning Commission/Comprehensive Plan Committee to present the draft plan.
- 3. BHCLG will conduct one public open house to present the draft plan. BHCLG will develop the materials inviting people to attend this meeting and to publicize the events, but the City will be responsible for distributing the invitations and the actual publications.

PHASE SIX – Final plan

A. FINAL DOCUMENT (Month 12)

- 1. BHCLG will work with City staff and the Planning and Zoning Commission/Comprehensive Plan Committee to prepare a final draft of the comprehensive plan based upon the public input received in Phase Five.
- 2. BHCLG will provide an electronic copy of the final plan document for adoption and sample notices and resolutions for use during the adoption process. The City will be responsible for all legal notices.

AGREEMENT BETWEEN THE CITY OF DEADWOOD AND IDENTIFINDERS INTERNATIONAL

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 IDENTIFINDERS INTERNATIONAL, with its principal place of business located at 18198 Aztec Ct., Fountain Valley, CA 92708, hereinafter referred to as "IDENTIFINDERS;"

WHEREAS, INDENTIFINDERS; has agreed to perform specific tasks concerning the identification of the young male whose remains were found in the former Ingleside Cemetery in Deadwood; and

WHEREAS, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which IDENTIFINDERS shall perform the services concerning the identification of the young male whose remains were found in the former Ingleside Cemetery in Deadwood; and

WHEREAS, the CITY has accepted the proposal from IDENTIFINDERS and based upon the representations made above, the parties agree as follows:

- 1. The Recitals set forth above are herein incorporated and made part of this Agreement;
- 2. IDENTIFINDERS shall contribute their expertise in comparing the young man's Y-STR profile to the genetic genealogy databases that are publicly available through the internet;
- 3. IDENTIFINDERS shall use their proprietary software to search projects associated with various ethnic, geographical, and historical groups, in addition to Y-profiles to identify the young man whose remains were found;
- All work will be subject to a final inspection by the Deadwood Public Works
 Department before acceptance;

- 5. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
- 6. IDENTIFINDERS shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
- 7. IDENTIFINDERS 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 attorney's 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 IDENTIFINDERS in connection with this agreement or services performed or materials provided pursuant to this contract;
- 8. No further changes to this Agreement will be approved by the CITY, unless approved in writing by both parties;
- 9. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to IDENTIFINDERS;
- 10. IDENTIFINDERS shall be paid in an amount not to exceed Nine Hundred Fifty and 00/100ths dollars (\$950.00), for work completed unless change orders are agreed upon in writing by both parties;
- 11. This Agreement constitutes the entire agreement of the parties on its subject.

 There are no other terms, conditions or understandings of any kind, expressed or implied

Dated this day of	, 2017.	
	CITY OF DEADWOOD	
ATTEST:	By: Charles M. Turbiville, Mayor	
Mary Jo Nelson		
City Finance Officer		

IDENTIFINDERS INTERNATIONAL

	Ву:
	Its:
State of)
County of) SS)
On this day of personally appeared IDENTIFINDER INTERNATION	, 2017, before me, the undersigned officer,, the of VAL, the person whose name is subscribed to the foregoing
instrument and acknowledged that	t he/she 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:

3-20-17	6K
LOAN NUMBER:	#2017.02
DUE DATE: RENEWED UNTIL:	
RETURNED:	YES/NO

LOAN AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY

THIS AGREEMENT is made and entered into on this 20th day of March, 2017, by and between the <u>City of Deadwood</u>, herein after referred to as "DEADWOOD," and , <u>Dakota Sunset Museum</u> located at 205 W Commercial Ave # 104, Gettysburg, SD 57442, hereinafter referred to as "PERMITEE."

- 1. The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITEE to use the following property owned by DEADWOOD.
- 2. A description of the property for which permission is granted is as follows: **See Attachment #A**
- 3. The purpose for which PERMITEE is using the above-described premises is as follows: "Exhibition"
- 4. PERMITTEE agrees to handle, package, and ship or transport the objects and/or collections (and pay for same) in a manner that protects it from breakage, loss, deterioration, and contamination.
- 5. Permission for the above use at the above-described location is permitted from <u>June 1, 2017</u> until <u>August 31, 2017</u>.
- 6. PERMITTEE agrees to handle, package, and ship or transport the objects and/or collections (and pay for same) in a manner that protects it from breakage, loss, deterioration, and contamination.
- 7. PERMITEE specifically acknowledges and agrees that it shall be solely responsible for any damage to the property loaned pursuant to this Agreement. Further, PERMITEE agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any

sums of money, which DEADWOOD might have to pay to any person as a result of property damage, personal injury, or death resulting from PERMITEE'S use of city property pursuant to this Agreement.

- 8. The Deadwood City Archivist shall administer and supervise use of City of Deadwood premises pursuant to this Agreement and all PERMITEES shall contact such Official with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by, and shall be effective upon approval by, the Deadwood City Commission. Any extensions of the term of this agreement must be approved by the Deadwood City Commission.
- 9. Within twenty-four hours of discovery, the PERMITTEE will be notify DEADWOOD of instances or circumstances surrounding any loss of damage to, or destruction of the materials and will at the direction of DEADWOOD take steps to fix the damaged materials.
- 10. PERMITTEE also further understands and agrees that the property shall not be repaired, restored, cleaned, or altered in any way whatsoever,
- 11. All loaned materials shall not leave custody of the PERMITTEE without written permission of DEADWOOD.
- 12. PERMITTEE agrees to acknowledge and credit DEADWOOD in any use or photographs or exhibits or publications resulting from the loan. The credit line shall read as follows: "Courtesy of the City of Deadwood and the Deadwood Historic Preservation Commission."

- 13. PERMITTEE agrees to provide DEADWOOD with two (2) copies of any photographs, published articles, materials, etc. generated as a result of the loan.
- 14. Upon termination of this agreement, PERMITTEE agrees to properly package and transport the said property listed above back to DEADWOOD. Damage inflicted by inadequate packaging will be at the expense of the PERMITTEE.
- 15. Either party may terminate this agreement, effective not less than five (5) days after receipt by the other party of written notice, without further labiality to either party.
- 16. PERMITEE shall maintain adequate insurance against any loss of any property subject to this loan. PERMITEE shall also maintain an insurance policy of Six-Thousand Dollars (\$6,000.00) against any loss to the property loaned to PERMITEE, naming DEADWOOD as an additional insured.
- 17. PERMITTEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this day of	_,2017.
	City of Deadwood
	By: Charles Turbiville, Mayor
	Ву:
	(PLEASE PRINT NAME)

Attachment #A

Deadwood Traveling Baseball Exhibit

- Lockable Black Traveling Case 40 x 24 x 22"
- Baseball Panel #1 "Baseball in Deadwood: 1876 1922"
- Baseball Panel #2 "U.S. Seventh Cavalry, the Custer Expedition & Base Ball"
- Baseball Panel #3 "Base Ball in the Mining Camps"
- Baseball Panel #4 "Deadwood's Early Contributors to the National Pastime"
- Baseball Panel #5 "Babe Ruth 7 Bob Meusel Barnstorming Tour 1922"
- Baseball Panel #6 "Play Ball! But where in Deadwood?
- (6) adjustable aluminum poles
- (6) black fabric containers for the panels

END of LOAN #2017.01

3-20-17 74

Notice to Bidders for Whitewood Creek Cleanup and Restoration City of Deadwood

The City of Deadwood will be accepting sealed, signed bids from general or landscape contractors at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 p.m. on March 15, 2017, for the construction of the Whitewood Creek Phase 1 Restoration and Whitewood Creek Phase 2 Cleanup project and will be publicly opened at 2:00 p.m. on March 15, 2017 with results presented on March 20, 2017 at 5:00 p.m. at the City Commission meeting in City Hall, 102 Sherman Street, Deadwood, SD.

The work generally consists of restoration planting, temporary irrigation system installation, riparian habitat installation, minor slope regrading and soil disposal in the Whitewood Creek section between the 76th Drive and McKinley Street Bridge, and general creek cleanup consisting of the removal of garbage, weeds, and selected vegetation in the Whitewood Creek section between the McKinley Street bridge and the Railroad Avenue box culvert. Project completion shall be Oct 15, 2017.

Plans and specifications for the project may be obtained electronically from TALLGRASS LANDSCAPE ARCHITECTURE, LLC, 413 North 4th Street, Custer SD 57730, 605-673-3167, info@tallgrasslandscapearchitecture.com upon request, or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

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.

Bids must be sealed and marked <u>Whitewood Creek Cleanup and Restoration Project</u>. 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.

Dated this 6th day of February, 2017.

CITY OF DEADWOOD

Mary 6 Nelson, Finance Officer

Publish Black Hills Pioneer: February 9, 2017 and February 16, 2017

For any notice that is published twice:

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

BID TAB Whitewood Creek Restoration

2:00 p.m. March 15, 2017

	RCS Co	onstruction	Roger	s Const.
	P.O. B	ox 9337	P.O. B	ox 637
	Rapid	City, SD	White	wood, SD
Bid Bond		x		X
Addendum 1 Acknowl.		x		x
Phase 1 Restoration: Project	\$	53,000.00	\$	63,277.88
Phase 1 Storm Sewer Outlet	\$	15,000.00	\$	7,306.00
Phase 2 Clean up	\$	33,000.00	\$	46,050.00
TOTAL	\$	101,000.00	\$	116,633.88

Present:
Bob Nelson Jr.
Mary Jo Nelson
RCS Representative
Rogers Const Representative

3-20-17 8A

NOTICE OF PUBLIC HEARING FOR ELKS LODGE #508 SPECIAL FULL TEMPORARY LIQUOR LICENSE

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a special meeting to be held March 20, 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:

SPECIAL FULL TEMPORARY LIQUOR LICENSE

Elks Lodge #508 for event at Masonic Temple on Saturday, March 25, 2017.

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 6th day of March, 2017.

CITY OF DEADWOOD

Mary Jo Nelson, Finance Officer

Please publish: B.H. Pioneer, March 9, 2017

For any public notice that is published one time:

Published once at the total approximate cost of ______.

3-20-17 8B

NOTICE OF PUBLIC HEARING FOR CINCO DE MAYO

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held March 20, 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:

Street Closure Request:

Main Street from Wall to Deadwood Street from 11:00 a.m. until 6:00 p.m. on May 6th, 2017.

Request to Waive Banner Fee:

Saturday May 6th, for event sponsors only.

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 6th day of March, 2017

CITY OF DEADWOOD

Mary Jo Nelson, Finance Officer

Publish Black Hills Pioneer: March 9, 2017

For any public notice that is published one time:

Published once at the total approximate cost of

3-20-17 8C

NOTICE OF PUBLIC HEARING FOR WILD BILL DAYS 2017 STREET CLOSURES, RELAXATION OF OPEN CONTAINER ORDINANCE AND REQUEST WAIVER OF VENDOR, BANNER FEES

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held March 20, 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:

Street Closure Requests:

- Dock Dogs- Main Street from Deadwood to Pine Street starting at 9:00 a.m. on Thursday, June 15 and will remain closed through Saturday, June 17 at 10:00 p.m.
- Concerts- Main Street closed from Wall to Deadwood Street starting on Thursday, June 15 at 2:00 p.m. and will remain closed through Sunday, June 18 at 2:00 a.m.

Open Container Requests:

Friday, June 16, 2017

- Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from Noon to 10:00 p.m.
- Saturday, June 17, 2017
 - Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from Noon to 10:00 p.m.

Request to Waive Vendor Fee and Allow Vending on Public Property:

To grant exception and waive fees for the ordinances pursuant to the following City Codes: 5.28.080-vending, 5.28.030-vending on public property for Wild Bill Days June 16 & 17, 2017.

Request to Waive Banner Fee:

Friday & Saturday, June 17 & 18, 2017 for Dock Dogs banners

Use of Public Property

Allow the use of public property for Deadwood's 4th Annual Midnight Cowboy 5K Run Saturday June 17, 2017.

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 6th day of March, 2017.

Mary Jo Nelson, Finance Officer

Publish BH Pioneer: March 9, 2017

For any public notice that is published one time:

Published once at the total approximate cost of ______.

3-20-17 8D

NOTICE OF PUBLIC HEARING FOR MCLAUGHLIN MIDGET REUNION

NOTICE IS HEREBY GIVEN THAT the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting to be held March 20, 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:

Relaxation of Open Container:

Saturday June 24, 2017 at the Event Complex.

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

Dated this 6th day of March, 2017.

CITY OF DEADWOOD

Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: March 9, 2017

For any public notice that is published one time:

Published once at the total approximate cost of _____.

NOTICE OF PUBLIC HEARING FOR CRAFT BEER FEST/K9 KEG PULL EVENT

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held March 20, 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 request:

Street Closures

Saturday, April 22, 2017: Main Street from Wall to Deadwood Street from 11:00 a.m. to 6:00 p.m.

Waive Open Container Ordinance:

Friday, April 21, 2017: Relaxation of Open Container Ordinance on Main Street from Tin Lizzies Gaming Resort to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 5:00 p.m. to 10:00 p.m.

Saturday, April 22, 2017: Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from noon. to 10:00 p.m.

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

Dated this 6th day of March, 2017.

CITY OF DEADWOOD

Mary Io Nelson, Finance Office

Publish B.H. Pioneer: March 9, 2017

For any public notice that is published one time:

Published once at the total approximate cost of _______.

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 March 20, 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:

Street Closure:

Friday July 14, 2017: Main Street closure from Tin Lizzies Gaming Resort to the Masonic Temple from 9:00 p.m. until parade ends.

Saturday July 15, 2017: Main Street closure from Wall Street to Deadwood Street from 11:30 a.m. to 2:00 p.m. for Show 'n Shine.

Relaxation of Open Container:

Wednesday July 12 and Thursday July 13 at the Event Complex.

Exception to Vendor Ordinance:

To grant exception and waive fees for the ordinances pursuant to the following City Codes: 5.28.080-vending, 5.28.030-vending on public property at Event Complex on Tuesday July 11 through Saturday July 15, 2017.

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 6th day of March, 2017.

CITY OF DEADWOOD

Mary Jo Nelson, Finance Officer

Please publish: B.H. Pioneer, March 9, 2017

For any public notice that is published one time:

Published once at the total approximate cost of .

3-20-17 86

NOTICE OF PUBLIC HEARING

SPECIAL RETAIL (ON-SALE) MALT BEVERAGE LICENSE, SPECIAL FULL TEMPORARY LIQUOR LICENSE, STREET CLOSURE, WAIVER OF VENDOR, USER FEE FOR DAYS OF '76 EVENTS

NOTICE IS HEREBY GIVEN THAT the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting to be held March 20, 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:

Relaxation of Open Container:

Saturday July 22, Sunday July 23 and Monday July 24, 2017 at the Event Complex.

Relaxation of Open Container/Special Full Temporary Liquor License:

Tuesday July 25, Wednesday July 26, Thursday July 27, Friday July 28 and Saturday July 29, 2017 at the Event Complex.

Street Closure:

For Days of '76 Parade - July 28 and 29, 2017. Closure of Main Street from Masonic Temple to Tin Lizzies Gaming Resort and a portion of 14A from Tin Lizzies Gaming Resort to rodeo grounds, from 1:00 p.m. until parade ends on July 28, 2017 and from 9:30 a.m. until parade ends on July 29, 2017.

Exception to User Fees Ordinance - Event Complex

To grant exception to user fees ordinance to waive user fees on public property at Event Complex Wednesday, July 19 through Wednesday, August 2, 2017.

Exception to Vendor Ordinance:

To grant exception and waive fees for the ordinances pursuant to the following City Codes: 5.28.080-vending, 5.28.030-vending on public property at Event Complex on July 25 through July 29, 2017.

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 6th day of March, 2017.

Mary to Nelson, Finance Officer

CITY OF DEADWOOD

Publish B.H. Pioneer: March 9, 2017

For any public notice that is published one time:

Published once at the total approximate cost of ______.

3-20-17 84

NOTICE OF PUBLIC HEARING DEADWOOD MICKELSON TRAIL MARATHON

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on March 20, 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:

Sherman Street Parking Lot:

Requesting use of the Sherman Street Parking Lot on June 3 and June 4, 2017 to be used as the finish line for the Fast 5K, Kids 1K and 2K and Mickelson Trail Marathon.

Exception to Vendor Ordinance:

To grant exception and waive fees for the ordinances pursuant to the following City Codes: 5.28.080-vending, 5.28.030-vending on public property at Sherman Street Parking Lot on June 4, 2017 for Leon's Creamery.

Lower Main Parking Lot:

Requesting use of the Lower Main Street Parking Lot on June 4, 2017, if needed.

Event Complex:

Requesting use of the Event Complex parking area from 5:00 a.m. to 3:00 p.m. on June 4, 2017 to allow privately hired buses to pick up and transport contestants to the starting and finishing lines for the event.

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

Dated this 6th day of March, 2017.

CITY OF DEADWOOD

Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer: March 9, 2017

For any public notice that is published one time:

Published once at the total approximate cost of .

CITY OF

DEADWOOD

3-20-17 10 A

PUBLIC WORKS DEPARTMENT

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

March 20, 2017

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Lower Main Welcome Center CO #9

SUMMARY

Change Order #9 for the Lower Main Welcome Center Project includes additional cost for:

Site issues that arose due to one of the City's storm drain structures not working - unknown requirements for the transformer enclosure doors - and additional work (not included in the bid documents) in the exhibitarea.

Railroad Avenue, in the area above the Whitewood Creek Trail near the east end of the new pedestrian bridge, experienced a slope failure. Railroad Avenue, drainage in this area, is collected just above the location wherethe tariure occurred. The collected drainage is then directed to near Whitewood Creek by means of underground piping. The collection structure and pipe outlet were blocked causing saturation of the adjacent ground and embankment which then failed during construction of the bridge abuttuents. Other parts of the embankment in the construction area remained stable. The cost to rebuild and revegetate the embankment is included in this change order (\$2,767.00)

The doors for the transformer enclosure had to be modified to meet the power company requirements resulting in some additional costs. (\$1,630.00)

Additional costs were incurred to add electrical and a/v outlets as well as an area of Level Five finish as per Split Rock Studio requirements in the exhibit area. (\$2,298.00)

RECCOMMENDATION

It is my recommendation that the Commission approve Change Order #9 for the Lower Main Welcome Center Project for the total amount of \$6,695.00.

CHANGE ORDER

OWNER O ARCHITECT Ð CONTRACTOR Ω FIELD O OTHER 57 Deadwood Lower Main Parking Lot & CHANGE ORDER NUMBER: Nine (9) DATE: 3/15/2017 Deadwood, SD 57732 ARCHITECT'S PROJECT NO: 1453

TO CONTRACTOR:

PROJECT:

Ainsworth-Benning Construction Inc.

345 Industrial Dr. Spearfish, SD 57783

Welcome Center

105 Main St.

CONTRACT FOR: General Construction

CONTRACT DATE: 12/22/2015

The Contract is changed as follows:

CA	Contractor			
PR #	COR#	<u>Description</u>	<u>Action</u>	<u>Amount</u>
	CO#9	Slope Remediation Hours – ASI#14	Add	\$2,767.00
PR#29F	₹	Transformer Enclosure Modification	Add	\$1,630.00
PR#37		Modifications to Exhibit wall and outlets	Add	\$2,298.00

Add \$6,695.00 Total

Not valid until signed by the Owner, Architect and Contractor 6,307,450.00 182,859.99 Net change by previously authorized Change Orders _______S 6,490,309.99 The (Contract Sum)(Guaranteed Maximum Price) will be (increased) (decreased) 6,695.00 The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be...... 6,497,004.99 The Contract Time will be (increased) (decreased) (unchanged) by (0) calendar days. The date of Substantial Completion as of the date of this Change Order therefore is TBD

ARCHITECT	CONTRACTOR	OWNER
Chamberlin Architects	Ainsworth-Benning Construction Inc	City of Deadwood
Address	Address	Address
725 St. Joseph, Suite B1	345 Industrial Dr.	102 Sherman St.
Rapid City, SD 57701	Spearfish, SD 57783	Deadwood, SD 57732
BY Bralla Pour	BY	ву
DATE 3/15/17	3-15-17	DATE