

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA  
Regular Meeting  
5:00 p.m. Tuesday, February 21, 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 February 6, 2017**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

A. Thad Fuller making request for 2016 funds for Northern Hills Recreation Association

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. Authorize payment of \$4,000.00 to Grant Thornton for five year arbitrage calculation on 2012 Series Certificates of Participation
- B. Permission for Mayor to sign Application for Permit to Occupy Right of Way for bicycle shared sidewalk signage at Intersection of Pine and Sherman
- C. Permission for Mayor to sign Application for Permit to Occupy Right of Way for bicycle shared sidewalk signage at Intersection of Lee and Highway 14/85
- D. Approve repair to fire truck in the amount of \$5474.40, paid to Mack's Auto Body from Fire Department
- E. Permission for Historic Preservation to hire Elizabeth Millay as part time Collections Intern effective February 22, 2017 at \$8.93 per hour pending pre-employment screening
- F. Permission for Mayor to sign Joint Powers Agreement with South Dakota Department of Transportation to formalize participation in countywide signing project. State will install reflective signage on state highways in city limits and city accepts responsibility to maintain.
- G. Permission to increase wage of Rec Center employee, Conor Aldridge, from \$9.72 hr. to \$9.98 hr. effective February 25, 2017 after one year of service
- H. Permission to purchase two handheld ticket writers from Integrated Parking Solutions at cost of \$5,719.28

- I. Permission to hire Stanley Steemer for duct work cleaning at the Deadwood Information Center in the amount of \$2,900.00
- J. Permission for Mayor to sign agreement with Albright Construction, Inc. for Days of '76 Grandstand Roofing Replacement (approved February 6, 2017)
- K. Approve the following 2017 allocations from Bed and Booze Fund: Twin City Clothing Center for \$2,500.00, Alliance for Children for \$5,000.00, and Boys and Girls Club for \$5,000.00. (budgeted)
- L. Accept proposal from Overhead Doors to repair door at Fire Hall at cost of \$3,313.35.
- M. Permission to hire Philip Lovell as trolley driver at \$9.98 hr. effective February 22, 2017 pending pre-employment drug screening
- N. Approve Addendum to Labor Agreement between City of Deadwood and International Union of Operating Engineers after conclusion of union negotiations.
- O. Permission for Mayor to sign contract with Lead-Deadwood School District for Use and Maintenance of Ferguson Field. School will reimburse city \$1,200.00 for months of September, October and November.

**7. BID ITEMS**

**8. PUBLIC HEARINGS**

- A. Hold public hearing for Retail (on-off sale) Wine (RW-20691) License Transfer from Savour Your Soul to Angels Attic Uncorked at 637 Main Street
- B. Hold public hearing for Forks Corks Kegs Event: open container in zones 1 and 2 April 7 and 8
- C. Set public hearing on March 6 for Resolution 2017-09 of intent to lease to Deadwood Lead Economic Development for office space at City Hall

**9. OLD BUSINESS**

**10. NEW BUSINESS**

- A. Approve Resolution 2017-07 Establishing Community Standards for Use of Banners and first reading of Ordinance #1257 Regarding Banners, Chapter 15.32.150 Allowed Signs Subject to Permit and 15.32.180 Enforcement.
- B. Approve Resolution 2017-08 Establishing Financial Guarantees when Obtaining a Commercial Building Permit and first reading of Ordinance #1258 Amending Section 17.04.120 Financial Guarantees and 17.04.120.2 Certificate of Occupancy
- C. Permission to contract with Albertson Engineering for 2017 projects in an amount not to exceed \$60,000.00.
- D. Approve proposal from TSP to provide design review and construction documents for Days of 76 grandstand repair in the amount of \$9,600.00 plus reimbursable expenses. Fee will be paid from Historic Preservation Capital Asset line. If approved, allow Mayor to sign contract.
- E. Discussion on filling upcoming vacant Trolley Manager position

- F. Approve Change Order #8 for Lower Main Welcome Center and add \$3,632.00 to project, bringing total to \$6,490,309.99
- G. Approve the purchase of an entire pool heating unit from Doheny's Pool Supplies in the amount of \$10,385.99.

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

*No action can be taken*

- A. Finance Office will draw names for election ballot placement at 8:30 a.m. on February 27, 2017. Petitions are due in Finance Office by 5:00 p.m. February 24, 2017.

**12. EXECUTIVE SESSION**

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

**13. ADJOURNMENT**

## REGULAR MEETING, February 6, 2017

A meeting of Deadwood City Commission was scheduled for public hearing at 4:45 p.m. on January 25 regarding special alcohol license for Elks Lodge \$508 for event at Masonic Temple. No business was conducted due to lack of quorum.

The Regular Session of the Deadwood City Commission convened on February 6, 2017 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Commissioner Van Den Eykel called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins and Commissioners David Ruth Jr., Mark Speirs, and Gary Todd. Mayor Turbiville was absent. All motions passed unanimously unless otherwise stated.

### APPROVAL OF MINUTES

Speirs moved, Todd seconded to approve the minutes of January 17, 2017. Roll Call: Aye-All. Motion carried.

JANUARY, 2017 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$17,941.96; PUBLIC BUILDINGS, \$4,894.24; POLICE, \$60,559.37; FIRE, \$5,109.02; BUILDING INSPECTION, \$3,774.59; STREETS, \$32,128.97; PARKS, \$16,630.48; PLANNING & ZONING, \$4,912.40; LIBRARY, \$6,486.04; RECREATION CENTER, \$13,746.76; HISTORIC PRESERVATION, \$17,030.44; WATER, \$16,075.75; PARKING METER, \$8,949.43; TROLLEY, \$18,449.85; PARKING RAMP, \$5,478.08 **PAYROLL TOTAL: \$234,898.14**

### JANUARY, 201 PAYROLL PAYMENTS:

Internal Revenue Service, \$59,411.98; S.D. Retirement System, \$26,090.52; Delta Dental, \$3,987.52.

### APPROVAL OF DISBURSEMENTS

Speirs moved, Ruth seconded to approve the February 6, 2017 disbursements. Roll Call: Aye-All. Motion carried.

10-8 VIDEO	SYSTEM	2,304.95
A & B BUSINESS	COPIER	8,124.46
A & I DISTRIBUTORS	SUPPLIES	102.51
A TO Z SHREDDING	SHREDDING	32.47
ADVANCED ENGINEERING	SERVICE	1,828.00
AINSWORTH-BENNING	PROJECT	316,962.00
ALSCO	SUPPLIES	358.92
AMERICAN LEGAL	ORDINANCES	450.00
ANTIQUE EMPORIUM	TRUNKS	250.00
APWA	MEMBERSHIP	320.00
ARBOR DAY FOUNDATION	MEMBERSHIP	15.00
BADE, BRIAN	PHOTO	750.00
BH CHEMICAL	SUPPLIES	1,016.17
BH ENERGY	SERVICE	31,436.35
BH SECURITY	SERVICE	314.55
BODY CAMS BY RETIRED COPS	CAMERA	449.00
BOMGAARS	SUPPLIES	9.49
BUTLER MACHINERY	SUPPLIES	169.22
CENTRAL PARTS	SUPPLIES	435.73
CENTURY BUSINESS	CONTRACT	392.97
CHAMBERLIN ARCHITECTS	PROJECT	6,099.01
COMMERCIAL KITCHEN	SUPPLIES	659.00
COMPETITIVE MASONRY	PROJECT	35,099.50
COSMOPOLITAN	SUBSCRIPTION	26.97
DAKOTA BUSINESS	CONTRACT	202.69
DEADWOOD CHAMBER	MARKETING	207,449.40
ECOLAB	SERVICE	245.25
EMERGENCY COMMUNICATIONS	SERVICE	1,500.00
EMERY-PRATT	BOOKS	181.49
FASTENAL	SUPPLIES	140.39
FED EX	ARCHIVES	391.24
FIRST DATA	DRAWER	4,845.00
FIRST NATIONAL CREDIT CARD	PURCHASES	2,510.46
FLAT EARTH SIGN	SIGNAGE	980.00
GALLS	EQUIPMENT	607.34
GOLDEN WEST	SERVICE	1,305.15
GREAT WESTERN TIRE	REPAIR	119.50
HAWKINS	SUPPLIES	1,014.10
HEAVENLY REPAIRS	TOWING	359.00
HI-VIZ SAFETY WEAR	UNIFORMS	222.10
HILLS MATERIALS	ROADSTONE	116.28
INTEGRATED PARKING	MAINTENANCE	643.00
INTERSTATE ENGINEERING	SERVICE	2,645.26
JACOBS WELDING	SERVICE	6,590.65
KAHLER, DEBRA	WINDOWS	2,249.35
KARL'S	SOFA	1,149.96
KDSJ	ADS	210.00
KEYSTONE AREA HISTORICAL	GRANT	20,000.00
KIMBALL MIDWEST	SUPPLIES	112.64
KLAR, VERNON	REFUND	53.25
KNECHT	SUPPLIES	46.05
KNIGHT SECURITY	SERVICE	450.00

## REGULAR MEETING, February 6, 2017

KOALA ELECTRIC	GRANT	10,000.00
KT CONNECTIONS	SERVICE	486.50
KUSTOM SIGNALS	RADAR UNIT	1,572.00
L.L. BEAN	UNIFORMS	55.80
LAWRENCE CO. REGISTER	FEES	300.00
LESTER, ROB	REIMBURSEMENT	1,270.00
LIGHTING PLASTICS OF MN	SUPPLIES	1,938.60
LYNN'S	SUPPLIES	61.85
MEHLBERG CONSTRUCTION	PROJECT	2,244.90
METERING & TECHNOLOGY	SUPPLIES	1,000.98
MID-STATES ORGANIZED CRIME	MEMBERSHIP	150.00
MIDWEST TAPE	DVDS	541.76
MDU	SERVICE	13,295.87
MOSHER, ANDREW	REIMBURSEMENT	70.00
MOTOROLA	RADIO	2,339.01
MS MAIL	SERVICE	1,799.87
MUTUAL OF OMAHA	INSURANCE	245.65
NELSON, MARY JO	REIMBURSEMENT	79.80
NETWORK SERVICES	KIT	1,541.59
NEVE'S UNIFORMS	UNIFORMS	152.40
NH FRATERNAL ORDER	DUES	360.00
NORTHERN HILLS CASA	ALLOCATION	5,000.00
NORTHERN TRUCK EQUIPMENT	SUPPLIES	108.00
NORTHWEST PIPE FITTINGS	SUPPLIES	672.10
OWENS INTERSTATE SALES	SUPPLIES	585.80
PASTPERFECT SOFTWARE	SOFTWARE	432.00
PEARSON, TRAVIS	REIMBURSEMENT	44.00
PETTY CASH	HP/P&Z	107.97
PITNEY BOWES	POSTAGE	500.00
PRESERVATION ACTION	MEMBERSHIP	100.00
PROFESSIONAL MAPPING	SERVICE	750.00
PUSH-PEDAL-PULL	MAINTENANCE	389.81
QUALITY SERVICES	PROJECT	10,528.21
QUIK SIGNS	SIGNS	361.68
QUILL	SUPPLIES	70.64
RAPID CITY JOURNAL	SUBSCRIPTION	299.03
RASMUSSEN MECHANICAL	SERVICE	151.01
RECREATION SUPPLY	SUPPLIES	62.67
REGIONAL HEALTH	TESTING	50.00
RUNGE, MIKE	REIMBURSEMENT	12.00
S AND C CLEANERS	CLEANING	1,200.00
SANFORD, TY	REIMBURSEMENT	44.00
SCOTT PETERSON MOTORS	REPAIR	1,812.17
SD DEPT. OF CORRECTIONS	FIREWISE	2,190.11
SD DEPT. OF PUBLIC SAFETY	SERVICE	2,340.00
SD ONE CALL	SERVICE	7.84
SD PUBLIC HEALTH LAB	TESTING	30.00
SD STATE ARCHIVES	MICROFILM	57.60
SERVALL	SUPPLIES	2,545.99
SIERKS, JENA	REIMBURSEMENT	44.00
SOUTHSIDE OIL	FUEL	11,497.09
SPECIALTY VEHICLES	REMOTE	190.43
STURGIS AUTO PARTS	FILTERS	82.15
SUMMIT SIGNS	SIGNS	37.50
TOMS, DON	PROJECT	780.00
TRIPLE K	SERVICE	3,967.91
TWILIGHT	SUPPLIES	95.11
TWIN CITY HARDWARE	SUPPLIES	4,138.82
VAST BROADBAND	SERVICE	2,955.12
VERIZON WIRELESS	METERS	40.01
VIEHAUSER ENTERPRISES	SUPPLIES	301.94
WELLMARK	INSURANCE	41,110.68
WEST RIVER INTERNATIONAL	SPRING	322.70
WHITCOMB, SEAN	REIMBURSEMENT	44.00

TOTAL \$799,512.49

## ITEMS FROM CITIZENS ON AGENDA

### Requests

Kevin Schilling, Black Hills Real Estate, requested Deadwood Pavilion listing as he has several interested parties inquire. Commissioner Ruth stated that Commission had considered two other options, which were 1) the long-range comprehensive plan and 2) a possible lease. Tom Rensch, Silverado, also suggested adding to comprehensive plan and mentioned a land swap between the City of Deadwood and Silverado for the Main Street Plaza. Mike Rodman, Revitalization Committee, agreed the building should go into the comprehensive plan. Commission thanked them for their time.

### Proclamation

Commissioner Van Den Eykel read a proclamation declaring the first Thursday of every February Optimist Day in the City of Deadwood.

## **REGULAR MEETING, February 6, 2017**

### **CONSENT**

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

- A. Permission to purchase two portable radios from Western Communications Inc. for \$4,390.02 from Police Department. (budgeted)
- B. Permission to purchase digital mobile unit from Western Communications Inc. in the amount of \$2,494.84 from Police Department. (budgeted)
- C. Approve contract reduction with Four Front Design LLC from \$5,950.00 to \$2,200.00 for Deadwood Cold Storage flood hazard remediation. The amendment deletes investigative, design, bidding and construction administration.
- D. Approve final change order with Oftedal Construction for utility relocation project, and reduce contract amount by \$122,700.72, making total contract \$951,866.29 and allow Mayor to sign.
- E. Approve change order #1 from Ainsworth Benning for city steps and 1 Forest retaining wall. No increase in cost, but contractor has requested additional days with substantial completion on May 12, 2017.
- F. Permission for Mayor to sign contract with Optira, Inc. for lidar scanning project in the amount of \$3,500.00 (approved on January 19, 2017)
- G. Permission for Mayor to sign contract with Arleth Land Surveying for surveying and mapping St. Ambrose Cemetery in an amount not to exceed \$7,680.00 (approved on January 19, 2017)
- H. Removed for separate consideration under New Business.
- I. Permission for two trolleys to travel to Spearfish and return on September 13, 2017. Purpose of travel is to provide tour for Planning Conference attendees
- J. Permission for Mayor to sign 2017 Event Center management contract with Chamber. (approved December 19, 2016)
- K. Permission to increase wage for Lifeguard, Rylee Sundermann from \$9.72 hr. to \$9.98 hr. effective January 22, 2017 after one year of service
- L. Replace carpet at the Adams House Interpretive Center lower level at cost of \$2,678.37 from HP Capital Asset line item
- M. Allow use of public property at the Event Complex on September 21 through September 23 for Black Hills Jeep Jamboree. Fees and deposit have been received.
- N. Resolution 2017-05 Extending Workers Compensation to Specific Individuals

### **RESOLUTION 2017-05**

#### **A RESOLUTION EXTENDING WORKERS' COMPENSATION COVERAGE TO SPECIFIC INDIVIDUALS FOR THE YEAR 2017**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood extend the South Dakota Municipal League Workers' Compensation benefit for coverage on the following individuals who are not automatically covered because they are appointed or elected to their positions:

**City Commission:** Charles M. Turbiville, David Ruth Jr., Mark Speirs, Gary Todd, and Jim Van Den Eykel;

**Historic Preservation Commission:** Dale Berg, Tom Blair, Laura Floyd, Mike Johnson, Lynn Namminga, Lyman Toews, and Chuck Williams;

**Historic Preservation Volunteers:** Judy Farris and Susan Zepkin;

**Library Board:** Dawn Burns, Linda Fredrick, Raul Ponce De Leon, Ashley Marske, and Charlene Miller;

**Planning & Zoning Commission:** Tony Biesiot, Marie Farrier, John Martinisko, Brett Runge, and Jim Shedd;

**Police Department Reserve Officers:** Kenneth Batka, Deam Carollo, Sonya Bertalot, Mark Heltzel, , Casey Nelson, Sam Otto, Sally Sprigler, and Matthew Symonds;

## REGULAR MEETING, February 6, 2017

**Deadwood Volunteer Fire Department:** Randy Addington, Ken Allen, Nate Allen, Phil Arellano, Pat Eastman, Toby Edstrom, Sandy Glover, Bill Glover, Larry Groll, Alex Hamann, Ken Hawki, Mathew Helmin, Francis Iverson, Mike Klamm, Jerity Krambeck, Jeff Millard, Trent Mohr, Robert Nelson Sr., Jerry Pontius, Courtne Rakow, Jason Rakow, Rylan Rakow, Mike Runge, Richard Stanger, Paul Thomson, Anne Wieringa, and Lei'Ani Wieringa.

The Finance Office will be notified of any personnel changes to the above-mentioned committees and commissioners.

Dated this 6th day of February, 2017

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- O. Allow use of public property on April 15 for Relay for Life 5K. Race leaves Deadwood Mountain Grand down Water Street to Mickelson Trail and turn around at Pluma Visitor Center
- P. Permission to purchase 5500 gallons of gasoline at \$2.31 per gallon from Southside
- Q. Permission for Mayor to sign contract with Specialty Vehicles to provide 2017 trolley. (approved January 17, 2017)

### BID ITEMS

Historic Preservation Officer Kuchenbecker stated eight bids were opened for Days of 76 Grandstand Roof Replacement at 2:00 p.m. on February 2 as advertised. Bid bonds were included in the following bid submittals:

Weathercraft Companies of Scottsbluff - \$194,821.00  
Complete Concrete - \$190,000.00  
Rangel Construction Company - \$169,400.00  
Journey Group Companies dba Ainsworth Benning Construction - \$196,760.00  
CVD Construction dba Donovan Construction - \$206,430.00  
Scull Construction Service - \$213,900.00  
Albright Construction - \$101,691.00  
Rapid Exteriors - \$119,006.44

Historic Preservation Officer Kuchenbecker recommended Commission award to low bidder. Speirs moved, Ruth seconded to approve the low bid from Albright Construction in the amount of \$101,691.00. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to set bid opening for Phase 1 Whitewood Creek restoration and Phase 2 Whitewood Creek clean up at 2:00 p.m. on March 15, 2017 with results to Commission on March 20, 2017. Roll Call: Aye-All. Motion carried.

### PUBLIC HEARINGS

Todd moved, Speirs seconded to set public hearing on February 21 for Retail (on-off sale) Wine (RW-20691) License Transfer from Savour Your Soul to Angels Attic Uncorked at 732 Main Street. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to set public hearing on February 21 for Forks Corks and Kegs Event. Roll Call: Aye-All. Motion carried.

### NEW BUSINESS

#### Macrovision

After additional clarification, Speirs moved, Ruth seconded to spend \$3,000.00 annually with Macrovision to maintain Historic Preservation Commission's Facebook page and allow Mayor to sign contract. Roll Call: Aye-All. Motion carried.

#### Loan write off

Ruth moved, Todd seconded to allow Finance Officer to write off Historic Preservation loans made to Benjamin Ortiz at 33 Taylor due to foreclosure and sale of asset. Principal bad debt write off totals \$70,406.47 in Revolving Loan Fund. Roll Call: Aye-All. Motion carried.

## **REGULAR MEETING, February 6, 2017**

### **Stadium Seating**

Purchase of stadium seating for the grandstand was discussed. Planning and Zoning Administrator Nelson Jr. stated the existing chairs are in need of replacement. Pat Roberts, Days of '76 Committee, stated that if approved, the Committee would pay half of the cost of the seating. Commissioner Todd stated city has spent a lot of money in various areas throughout town and the expenditure is not a necessity. Commissioner Ruth stated the seats in the VIP section fit into the grandstand and this seating would complement, improve the seating and maximize capacity. After discussion concerning additional expenditures for decking and other structural issues, Ruth moved, Speirs seconded to purchase 244 stadium seats from Archer Seating for \$75.00 each and pay for half the cost at cost of \$9,300.00 from Capital Assets Rodeo Grounds line item. Roll Call: Aye-Ruth, Speirs, Van Den Eykel. Nay-Todd. Motion carried.

### **Ordinance readings**

Ruth moved, Speirs seconded to approve second reading of Ordinance #1255 Amending Chapter 12.32, Mt. Moriah and St. Ambrose Cemeteries. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to approve second reading of Ordinance #1256 Amending Chapter 12.36, to remove reference to St. Ambrose from Oakridge Cemetery Ordinance. Roll Call: Aye-All. Motion carried.

### **Sewer Fund**

After being presented with two options by Finance Officer Nelson to cover cash shortfall, Speirs moved, Todd seconded to allow Capital Contribution from Water Fund to Sewer Fund in the amount of \$51,385.81. Such transfer is necessary as a result of expenditures related to Hwy 85/385 project. Roll Call: Aye-All. Motion carried.

### **Grant**

Discussion was held concerning the Residential Rehab grant program. Historic Preservation Officer Kuchenbecker stated thirteen nominees were submitted and reviewed by the Neighborhood Block Council, then presented to the Selection Committee. He also stated plans are under way for a three-way contract between the city, contractor and home owner as well as imposition of a time limit and scope of work. Commissioner Ruth stated the rehab program is a good tool to educate residents and provide knowledge of programs available. Commissioner Speirs said he would be more comfortable if the pilot project at 360 Williams Street was closer to completion before adding two additional projects. Speirs also stated taking financial resources out of Revolving Loan Fund should be monitored, and is concerned about the fund being liquidated. Speirs also stated he examined all the houses that were reviewed and several were in greater need than the two approved with life safety and code compliance issues. After much discussion concerning pilot program at 360 Williams Street, Ruth moved, Speirs seconded to approve entering Sonny and Lila Sorenson, 26 Burnham, and Leonard and Elizabeth Park, 48 Taylor into 2017 Historic Residential Rehab grant program and provide up to \$100,000.00 in financial assistance for each property. Roll Call: Aye-All. Motion carried.

### **Grants**

Kevin Kuchenbecker informed the Commission that thirteen grant applications were submitted to Historic Preservation for the Outside of Deadwood grants project totaling \$196,216.12. Eight grants were approved and are: All Angels Episcopal Church – Replace doors - \$5,510.00; Art B Thomas Carousel – Carousel Restoration - \$25,000.00; Crow Creek School - Roof Repairs - \$2,340.00; Czech Heritage Preservation Society – Log School/Chalupa - \$5,500.00; Faulk County Historical Society – Pickler Manson - \$9,250.00; First Nations Sculpture – Engraving - \$10,000.00; Homestake Mining Company – Walking Trail Signage - \$9,225.00; Homestake Opera House – Restore Plaster Work - \$3,900.00; Mathews Opera House – Repair Theatre Drops - \$8,100.00; Mystic Preservation Alliance – Roof Repairs - \$6,375.00; Pyle House Museum – Storm Window Restoration - \$3,000.00; South Dakota Historic Society Found – Digital Archives - \$24,800.00; Verendrye Museum – Restoration/Maintenance - \$12,000.00.

Todd moved, Speirs seconded to accept the recommendations for the “Outside of Deadwood” grant allocations for a total of \$125,000.00 for the first half of 2017. Roll Call: Aye-All. Motion carried.



**REGULAR MEETING, February 6, 2017**

**Resolution**

Speirs moved, Todd seconded to approve Resolution 2017-06 to Surplus and Transfer City Owned Real Estate, Lot 3A of Block 3 of Howard's Addition, and allow Mayor to sign Quit Claim Deed and Certificate of Real Estate Value for same. Roll Call: Aye-All. Motion carried.

**RESOLUTION 2017 – 06**

**RESOLUTION TO SURPLUS AND TRANSFER CITY OWNED REAL ESTATE**

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

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

Lot 3A of Block 3 of Howard's Addition in the City of Deadwood, Lawrence County, South Dakota.

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

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

IT IS FURTHER RESOLVED, that the Deadwood City Commission shall further follow all mandates of SDCL 6-5-3, as statutorily provided.

Dated this 6th day of February, 2017

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

**Change Order**

Speirs moved, Ruth seconded to approve Change Order #7 for Lower Main Welcome Center and add \$6,967.00 to project, bringing total to \$6,486,617.99. Public Works Director Green stated this change order is for additional card reader rough-ins and changes to restroom sinks. Roll Call: Aye-All. Motion carried.

**Purchase**

Speirs moved, Ruth seconded to purchase automated parking system for Broadway Parking Garage from Amano McGann at cost of \$92,353.67 including installation. Zoning Administrator Nelson Jr. stated personnel will remain in booth through transition period. Nelson Jr. also stated that revenue gained from implementation of 24 hour system would assist in Parking and Transportation cash shortfall and will subsidize the trolley system. Roll Call: Aye-All. Motion carried.

**Contract**

Ruth moved, Speirs seconded to allow Mayor to sign contract with Split Rock Studios to fabricate and install Welcome Center exhibit at cost of \$684,816.00, budgeted from Historic Preservation. Historic Preservation Officer Kuchenbecker stated this includes preproduction including graphics, displays, exhibits and includes Welcome Center at South Gateway. Commissioner Speirs suggested utilizing displays by local artists to help tell Deadwood's story. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, February 6, 2017**

**Resolution 2017-07**

Zoning Administrator Nelson Jr. stated ordinance changes are minor, but involves changes to material, use of style guide, and additional time for staff review prior to installation of banners. Commissioner Todd questioned whose office makes the determination as to removal of an illegal banner. Louie Lalonde suggested discussion with a possible liaison between city and revitalization. After discussion concerning enforcement, responsibility and possibly eliminating banners, Ruth moved, Speirs seconded to continue Resolution 2017-07 Establishing Community Standards for Use of Banners and first reading of Ordinance #1257 Regarding Banners, Chapter 15.32.150 Allowed Signs Subject to Permit and 15.32.180 Enforcement. Roll Call: Aye-All. Motion carried.

**INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

Commissioner Speirs thanked the Fire, Police and Water department on their response to recent incident at Comfort Inn.

Commissioner Ruth congratulated owners and staff of Saloon #10 on receiving the George S. Mickelson Great Service Award.

Attorney Riggins requested Executive Session for legal matters per SDCL 1-25-2(3) with possible action and personnel matters per SDCL 1-25- 2(1) with no action.

**ADJOURNMENT**

Speirs moved, Ruth seconded to adjourn the regular session at 6:19 p.m. and convene into Executive Session legal matters per SDCL 1-25-2(3) with possible action and personnel matters per SDCL 1-25-2(1) with no action. The next regular meeting will be on Tuesday February 21, 2017.

After coming out of executive session at 6:30 p.m., Todd moved, Ruth seconded to adjourn.

ATTEST:

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

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

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

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

PACKET: 03979 02/22/17 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3309	THE LORD'S CUPBOARD					
		I-020217	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	42.24
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	42.24
01-0361	SD PUBLIC ASSURANCE ALL					
		I-24231	101-4111-421	INSURANCE ADD'L PROPERTY COVERAGE	000000	107.16
01-0418	BLACK HILLS PIONEER					
		I-764	101-4111-423	PUBLISHING MINUTES - 12/19/16	000000	252.71
		I-773	101-4111-423	PUBLISHING NOTICE TO BID-'76 GRNDSTD ROOF	000000	32.43
		I-785 - 2017	101-4111-423	PUBLISHING NOH - ELKS TEMP.LIQUOR LICENS	000000	10.63
		I-786 - 2017	101-4111-423	PUBLISHING MINUTES - 1/3/17	000000	199.12
			DEPARTMENT 111	COMMISSION	TOTAL:	602.05
01-2394	GUNDERSON, PALMER, NELS					
		I-73340	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	2,246.44
			DEPARTMENT 141	ATTORNEY	TOTAL:	2,246.44
01-0089	AMERICAN PUBLIC WORKS A					
		I-2017 INVOICE RENEW	101-4192-422	PROFESSIONAL 2017 MEMBER RENEWAL/PUB BLDGS	000000	20.00
01-0223	COCA COLA BOTTLING HIGH					
		I-1837970	101-4192-426-06	SUPPLIES - DA 5888 OZ USAGE CONCE/GRANDSTAND	000000	220.80
01-0436	BLACK HILLS WINDOW CLEA					
		I-61613	101-4192-422-07	PROFESSIONAL JAN 6 WINDOW CLEANING/FIRE HAL	000000	274.00
01-0547	M&M SANITATION					
		I-32433	101-4192-422-05	PROFESSIONAL TOILET RENTAL/COLD STORAGE	000000	110.00
01-0925	AMERICAN PUBLIC WORKS A					
		I-01-10-17 MEMRENEW	101-4192-422-11	PROFESSIONAL MEMBER RENEWAL 4/1-3/31/18/PB	000000	80.00
		I-01-10-17 MEMRENEW	101-4192-422-14	PROFESSIONAL MEMBER RENEWAL 4/1-3/31/18/PB	000000	80.00
		I-01-10-17 MEMRENEW	101-4192-422	PROFESSIONAL MEMBER RENEWAL 4/1-3/31/18/PB	000000	80.00
01-1380	WASTE CONNECTIONS, INC.					
		I-12100799	101-4192-426-11	SUPPLIES - PA JAN 2016 DUMPSTER SVC/PARKS	000000	793.64
		I-12102052	101-4192-426	SUPPLIES JAN DUMPSTER 150 SHERMAN/PB	000000	497.50
01-1441	DAYS OF '76, INC.					
		I-201702144866	101-4192-428-06	UTILITIES - D REIMBURSEMENT	000000	306.80
01-1502	BLACK HILLS CHEMICAL					

PACKET: 03979 02/22/17 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1502	BLACK HILLS CHEMICAL	continued				
		I-111592A	101-4192-426	SUPPLIES	CLOROX BLEACH-CLEANER/PUB BLDG 000000	149.72
01-1668	ESRI					
		I-93240246	101-4192-422	PROFESSIONAL	ARCGIS CONCURRENT USE-MAINT/PW 000000	400.00
01-3685	BLACK HILLS SECURITY &					
		I-P106044	101-4192-422-04	PROFESSIONAL	CELL PHONE TRANS SERVICE/CITY 000000	45.00
01-3838	VAST BROADBAND					
		I-02-04-17 GRANDSTAN	101-4192-428-06	UTILITIES - D	TELEPHONE 2/3-3/2/17/GRANDSTAN 000000	172.44
		I-VAST 02-12-17 CITY	101-4192-428-04	UTILITIES - C	TELEPHONE 2/16-3/15/17/CITY HA 000000	190.28
		I-VAST 02-12-17 LIBR	101-4192-428-10	UTILITIES - L	TELEPHONE 2/16-3/15/17/LIBRARY 000000	251.96
		I-VAST 02-12-17 STRT	101-4192-428-14	UTILITIES - S	TELEPHONE 02/16-03/15/17/STRTS 000000	43.93
DEPARTMENT 192 PUBLIC BUILDINGS TOTAL:						3,716.07
01-0156	TASER INTERNATIONAL, IN					
		I-S11468520	101-4210-426	SUPPLIES	HOLSTER 000000	70.00
01-0467	CULLIGAN OF THE BLACK H					
		I-4828	101-4210-424	RENTALS	BOTTLED WATER, 8-5GAL.- POLICE 000000	52.00
		I-5916	101-4210-424	RENTALS	SUPPLIES POLICE 000000	145.50
01-0508	GALLS, LLC					
		I-006890725	101-4210-426	SUPPLIES	UNIFORM CREW NECK - POLICE 000000	41.99
01-1424	SOUTHSIDE SERVICE					
		I-45701	101-4210-425	REPAIRS	SVC ENG,OIL,FILTER,ANTFRZ-POLI 000000	101.15
		I-45706	101-4210-425	REPAIRS	SVC.ENG.,OIL,FILTER,ANTFRZ-POL 000000	98.65
		I-45710	101-4210-425	REPAIRS	SVC.ENG,OIL,FILTER,ANTFRZ-POLI 000000	98.65
01-1602	DRIVERS LICENSE GUIDE C					
		I-705336	101-4210-426	SUPPLIES	2017 I.D.CHECKING GUIDE-POLICE 000000	100.75
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-711604	101-4210-426	SUPPLIES	SUPPLIES-POLICE 000000	44.32
01-1819	DAKOTA BUSINESS CENTER					
		I-IN314164	101-4210-424	RENTALS	MAINTENANCE 000000	169.90
01-2833	TROPHY AWARDS					
		I-TA28061	101-4210-422	PROFESSIONAL	YEARLY AWARDS - POLICE 000000	201.89
01-2946	SUNSHINE TOWING					
		I-2638	101-4210-425	REPAIRS	TOWING FEE TO JUNEKS - POLICE 000000	85.00
01-3190	SD SHERIFFS' ASSOCIATIO					

PACKET: 03979 02/22/17 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3190	SD SHERIFFS' ASSOCIATIO	continued				
		I-020917	101-4210-422	PROFESSIONAL REGISTRATION-SPRING CONF/MERTE	000000	85.00
		I-020917-A	101-4210-422	PROFESSIONAL REGISTRATION-SPRING CONF/FULLE	000000	85.00
01-3744	EB COMMUNICATIONS, LLC					
		I-9851	101-4210-422	PROFESSIONAL COMPUTER WORK - POLICE	000000	110.00
01-3775	LUX, JUSTIN					
		I-112736	101-4210-426	SUPPLIES HEADSPACE GAUGE SET	000000	81.96
DEPARTMENT 210 POLICE						TOTAL: 1,571.76
01-0547	M&M SANITATION					
		I-32434	101-4221-422	PROFESSIONAL TOILET RENTAL - FIREWISE	000000	110.00
01-0588	SD FEDERAL PROPERTY AGE					
		I-55375627	101-4221-425	REPAIRS TOOLS - FIRE DEPT	000000	181.00
01-0864	M & T FIRE AND SAFETY					
		I-S011817-DEA	101-4221-422	PROFESSIONAL PUMPS,CUTTERS,RAMS,SPRDRS-FIRE	000000	1,466.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN361691	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	67.61
01-1757	HAWKI, KEN					
		I-011617	101-4221-427	TRAVEL TRAVEL REIMBS.- SDFS I CONF.	000000	99.00
01-1838	RAMKOTA HOTEL					
		I-ACCT170 INV302108	101-4221-427	TRAVEL LODGING -SDFS I CONF/HAWKI	000000	93.00
		I-ACCT170 INV302114	101-4221-427	TRAVEL LODGING - SDFS I CONF/WIERINGA	000000	93.00
01-1943	WIERINGA, ANNA					
		I-020117	101-4221-427	TRAVEL TRAVEL REIMB- SDFS I CONF.	000000	49.00
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D7344	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	2,049.06
		I-C18D7352	101-4221-422	PROFESSIONAL DEC 2016 FIRE SUPP/FIREWISE	000000	1,109.25
01-3056	NORTHERN HILLS TECHNOLO					
		I-13041	101-4221-422	PROFESSIONAL ONLINE BACKUP PKG - FIRE DEPT	000000	55.00
01-3170	MED-TECH RESOURCE LLC					
		I-69566	101-4221-426	SUPPLIES NITRILE GLOVES - FIRE DEPT	000000	86.30
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:						5,458.22

01-0223 COCA COLA BOTTLING HIGH

PACKET: 03979 02/22/17 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0223	COCA COLA BOTTLING HIGH	continued				
		I-259991	101-4310-426	SUPPLIES	COFFEE-CREAMER ASSTED/STREETS 000000	386.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0001502	101-4310-426	SUPPLIES	(2) 5 GAL BOTTLED WATER/STREET 000000	13.00
		I-0001639	101-4310-426	SUPPLIES	(1) 5 GAL BOTTLED WATER/STREET 000000	6.50
01-0561	SD ONE CALL					
		I-SD17-0043	101-4310-422	PROFESSIONAL	JAN MSGS-FAX FEES LOCATES/STRT 000000	3.36
01-0575	SOUTHSIDE OIL					
		I-091219	101-4310-426	SUPPLIES	(5502) GAL OF GASOLINE/PUB BLD 000000	12,379.50
01-0619	TWILIGHT FIRST AID & SA					
		I-41494	101-4310-426	SUPPLIES	BANDAGES-TABLETS-EYE PROTECT/S 000000	241.00
01-1493	SANITATION PRODUCTS, IN					
		I-036921	101-4310-425	REPAIRS	HENKE PARTS-PINS/STREETS 000000	342.48
		I-037060	101-4310-425	REPAIRS	CARBIDE CUTTING EDGES/STREETS 000000	1,562.68
01-1500	A & B WELDING					
		I-00947394	101-4310-426	SUPPLIES	DIFFUSERS-LENS-TIPS/STREETS 000000	138.39
01-1515	RAPID DELIVERY					
		I-339097	101-4310-426	SUPPLIES	DELIVERY CHGS EDDIES TRUCK/STR 000000	12.65
01-1653	STURDEVANT'S AUTO PARTS					
		C-32-709819	101-4310-425	REPAIRS	STARTER BOLT RETURN/STREETS 000000	6.85-
		C-32-710711	101-4310-426	SUPPLIES	GAS-FUEL FILTERS/STREETS 000000	1.51-
		I-32-709574	101-4310-426	SUPPLIES	VACUUM BOOST GAUGE/STREET 000000	30.60
		I-32-709715	101-4310-425	REPAIRS	HZ BATTERY/STREETS 000000	82.05
		I-32-709734	101-4310-426	SUPPLIES	BOOSTER DUAL CABLE/STREETS 000000	67.18
		I-32-709818	101-4310-425	REPAIRS	STARTER BOLT/STREETS 000000	6.85
		I-32-709925	101-4310-426	SUPPLIES	HOSE FITTINGS-WIRE HYD/STREETS 000000	28.74
		I-32-709979	101-4310-426	SUPPLIES	16-14 AWG HEAT WIRE CONNECT/ST 000000	21.21
		I-32-710044	101-4310-426	SUPPLIES	MECH FASTFIT GLOVES/STREETS 000000	53.40
		I-32-710069	101-4310-425	REPAIRS	WATER FILTER-OIL FILTER/STREET 000000	30.90
		I-32-710238	101-4310-425	REPAIRS	HVY DUTY T-BOLT-TRIM ADHES-STR 000000	28.15
		I-32-710423	101-4310-425	REPAIRS	CQ DISC PAD SET/STREETS 000000	51.08
		I-32-710593	101-4310-425	REPAIRS	J-B KWIWELD/STREETS 000000	5.39
		I-32-710710	101-4310-426	SUPPLIES	OIL FILTER-FUEL FILTER/STREETS 000000	13.86
		I-32-710773	101-4310-425	REPAIRS	HEAVY DUTY T-BOLT/STREETS 000000	17.20
		I-32-710782	101-4310-425	REPAIRS	HEAVY DUTY BOLT/STREETS 000000	0.16
		I-32-710887	101-4310-426	SUPPLIES	FUEL TREATMENT/STREETS 000000	4.79
01-1668	ESRI					
		I-93240246	101-4310-422	PROFESSIONAL	ARCGIS CONCURRENT USE-MAINT/PW 000000	400.00
01-3896	EAGLE ENTERPRISES, LLC					

PACKET: 03979 02/22/17 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3896	EAGLE ENTERPRISES, LLC	continued				
		I-22028	101-4310-422	PROFESSIONAL LABOR-MATERIALS PHAZE LIGHTS/S	000000	168.75
				DEPARTMENT 310 STREETS	TOTAL:	16,087.51
01-1380	WASTE CONNECTIONS, INC.					
		I-12100918	101-4320-422	PROFESSIONAL JAN 2017 GARBAGE SVC/RESIDENTS	000000	6,651.50
				DEPARTMENT 320 SANITATION	TOTAL:	6,651.50
01-0467	CULLIGAN OF THE BLACK H					
		I-0001735	101-4520-426	SUPPLIES (2) 5 GAL BOTTLED WATER/PARKS	000000	13.00
		I-0001766	101-4520-426	SUPPLIES FEB COOLER RENTAL/PARKS	000000	15.00
01-0653	FASTENAL COMPANY					
		I-SDSPE93137	101-4520-426	SUPPLIES NUTS AND BOLTS/PARKS	000000	9.16
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-709674	101-4520-426	SUPPLIES (6) PRONTO WW GAL/PARKS	000000	17.34
		I-32-709775	101-4520-426	SUPPLIES FUEL SUPPLEMENT-POWER QT/PARKS	000000	62.74
		I-32-709805	101-4520-426	SUPPLIES OIL FILTERS-SW30 (12)/PARKS	000000	83.01
01-1668	ESRI					
		I-93240246	101-4520-422	PROFESSIONAL ARCGIS CONCURRENT USE-MAINT/PW	000000	400.00
01-1765	JENNER EQUIPMENT					
		I-ER06368	101-4520-426	SUPPLIES EQUIPMENT RENTAL/PARKS	000000	300.00
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1358080	101-4520-425	REPAIRS V-BELT, RIBBED/PARKS	000000	105.73
01-3785	TALLGRASS					
		I-2017-008	101-4520-433-05	CIP WHITEWOOD WHITEWOOD CREEK PHASE 2 PREP	000000	4,480.00
		I-2017-009	101-4520-433-05	CIP WHITEWOOD WHITEWOOD CREEK PHASE 1 FINAL	000000	1,920.00
				DEPARTMENT 520 PARKS	TOTAL:	7,405.98
01-0418	BLACK HILLS PIONEER					
		I-767 - 2017	101-4640-423	PUBLISHING ORDINANCE #1253- ZONING CHANGE	000000	29.11
		I-802 - 2017	101-4640-423	PUBLISHING NOH - P&Z VARIANCE	000000	21.25
01-1668	ESRI					
		I-9324046	101-4640-429	OTHER ESRI 2017 MAINTENANCE	000000	900.00
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	950.36
				FUND 101 GENERAL FUND	TOTAL:	44,732.13

PACKET: 03979 02/22/17 COMBINED

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1562	MIDWEST TAPE					
		I-94735854	206-4550-434	BOOKS, MAPS A DVDS	000000	184.92
		I-94754952	206-4550-434	BOOKS, MAPS A DVDS	000000	69.97
01-1911	EMERY-PRATT COMPANY					
		I-589948	206-4550-434	BOOKS, MAPS A BOOK	000000	11.39
		I-590150	206-4550-434	BOOKS, MAPS A BOOKS	000000	95.32
01-3702	HOLLINGER METAL EDGE					
		I-161348	206-4550-429	OTHER PHOTO ENVELOPE	000000	111.35
DEPARTMENT 550 LIBRARY					TOTAL:	472.95
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FUND 206 LIBRARY FUND					TOTAL:	472.95



PACKET: 03979 02/22/17 COMBINED

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0223	COCA COLA BOTTLING HIGH	I-2051888	209-4510-426	SUPPLIES (5) 7 OZ CADDY CUPS/REC CENTER	000000	100.00
01-0418	BLACK HILLS PIONEER	I-01-31-17 PROMO	209-4510-423	PUBLISHING PROMO PAGE SPONSORSHIP/REC	000000	10.00
01-0619	TWILIGHT FIRST AID & SA	I-41497	209-4510-426	SUPPLIES BANDAGES-OINTMENT/REC CENTER	000000	33.80
01-1380	WASTE CONNECTIONS, INC.	I-12100918	209-4510-426	SUPPLIES JAN 2017 GARBAGE SVC/RESIDENTS	000000	65.00
01-1827	MS MAIL & MARKETING	I-8732	209-4510-426	SUPPLIES (100) MEMBERSHIP CARDS/REC	000000	15.00
		I-8744	209-4510-426	SUPPLIES (500) BUSINESS CARDS/REC	000000	30.00
01-3151	KONE INC.	I-949533371	209-4510-422	PROFESSIONAL JAN ELEVATOR MAINT/REC CENTER	000000	145.04
01-3424	BLACK HILLS URGENT CARE	I-5795	209-4510-422	PROFESSIONAL TESTING	000000	30.00
01-3648	NETWORK SERVICES COMPAN	I-1804711673	209-4510-426	SUPPLIES BODY SHAMPOO-2 PLY TISSUE/REC	000000	282.86
		I-1804711674	209-4510-426	SUPPLIES CLEANER-FOAM SKN CARE DISP/REC	000000	79.24
01-3964	CONVERGINT TECHNOLOGIES	I-W408022	209-4510-426	SUPPLIES CLEANING KIT-PRINTER RIBBON/RE	000000	340.24
DEPARTMENT 510 REC CENTER TOTAL:						1,131.18
01-1682	BLACK HILLS COUNCIL OF	I-237	209-4980-429	OTHER 2017 ASSESSMENT	000000	1,565.00
DEPARTMENT 980 SPECIAL EVENTS TOTAL:						1,565.00
FUND 209 BED & BOOZE FUND TOTAL:						2,696.18

PACKET: 03979 02/22/17 COMBINED

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. OF REVENUE					
		I-JAN-021017	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	0.53
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	0.53
01-0096	AUGUSTANA COLLEGE					
		I-03117	215-4572-235	VISITOR MGMT 2017 DAKOTA CONFERENCE	000000	1,000.00
01-1437	SD DEPT. OF TOURISM					
		I-012517	215-4572-235	VISITOR MGMT 2017 CONF 5 REGISTRATIONS	000000	1,125.00
01-3183	MCCLELLAND'S CATERING					
		I-011917	215-4572-235	VISITOR MGMT TOURISM CONF. 2017	000000	1,725.00
01-3865	BOYS & GIRLS CLUB OF LE					
		I-012717	215-4572-235	VISITOR MGMT 2017 ALLOCATION	000000	5,000.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFO	TOTAL:	8,850.00
01-1668	ESRI					
		I-9324046	215-4573-340	HIST. INTERP. ESRI 2017 MAINTENANCE	000000	9,500.00
01-2014	TOMS, DON					
		I-BK 18 OF 20	215-4573-335	HIST. INTERP. FUNERAL HOME RCDS 18 OF 20	000000	780.00
01-3584	FASSBENDER COLLECTION					
		I-020717	215-4573-385	HIST. INTERP. 2017 OPERATIONS	000000	20,000.00
01-4117	FALL RIVER COUNTY REGIS					
		I-013117	215-4573-335	HIST. INTERP. DUFRAN RESEARCH	000000	15.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	30,295.00
01-0776	ALBERTSON ENGINEERING,					
		I-10741	215-4575-515	GRANT/LOAN RE 53 TAYLOR RET WAILL	000000	255.00
01-2791	LITTLE SPEARFISH CONSER					
		I-011017-1	215-4575-520	GRANT/LOAN PR 2015 OUTSIDE OF DWD GRANT	000000	9,812.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	10,067.00
01-0776	ALBERTSON ENGINEERING,					
		I-10742	215-4576-600	PROFES. SERV. CROWS NEST AT GRANDSTAND	000000	464.28
01-2394	GUNDERSON, PALMER, NELS					

PACKET: 03979 02/22/17 COMBINED

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2394	GUNDERSON, PALMER, NELS	continued				
		I-73340	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	1,505.00
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						1,969.28
01-0285	ARCHER SEATING CLEARING					
		I-102816	215-4577-735	CAPITAL ASSET STADIUM SEATING	000000	18,300.00
01-0776	ALBERTSON ENGINEERING,					
		I-10740	215-4577-755	CAPITAL ASSET CITY STEPS & 1 FOREST RET WALL	000000	90.00
01-0782	JACOBS PRECISION WELDIN					
		I-23696	215-4577-755	CAPITAL ASSET GUY ST RET WALL	000000	112.36
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV014368	215-4577-810	CAPITAL ASSET RASMUSSEN MECHANICAL SERVICES	000000	1,205.45
01-3896	EAGLE ENTERPRISES, LLC					
		I-22024	215-4577-775	CAPITAL ASSET GATEWAY SIGN LED LIGHTING	000000	208.97
01-4007	SPLIT ROCK STUDIOS					
		I-2871	215-4577-775-01	CIP-LOWER MAI COMPLETION DESIGN DEVELOP. II	000000	30,420.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						50,336.78
01-0467	CULLIGAN OF THE BLACK H					
		I-1501	215-4641-426	SUPPLIES 01/17 WATER	000000	13.00
		I-1730	215-4641-426	SUPPLIES 01/17 WATER BOTTLE RENTAL	000000	19.50
		I-1765	215-4641-426	SUPPLIES 02/17 COOLER RENTAL	000000	15.00
01-0568	TDG COMMUNICATIONS					
		I-14137	215-4641-422	PROFESSIONAL WEBSITE HOSTING	000000	30.00
01-0578	TWIN CITY HARDWARE & LU					
		I-D353078	215-4641-426	SUPPLIES 2016 OFFICE SUPPLIES	000000	2,441.39
01-1838	RAMKOTA HOTEL					
		I-ACCT170 INV302657	215-4641-427	TRAVEL LODGING - TOURISM CONF/NELSON	000000	368.97
		I-ACCT170 INV302659	215-4641-427	TRAVEL LODGING-TOURISM CONF/BERG	000000	368.97
		I-ACCT170, INV302654	215-4641-427	TRAVEL LODGING - TOURISM CONF/BLAIR	000000	368.97
		I-ACCT1770 INV302658	215-4641-427	TRAVEL LODGING-TOURISM CONF/JOHNSON	000000	368.97
01-3373	AMAZON WEB SERVICES					
		I-91543646	215-4641-428	UTILITIES WEB STORAGE MM 1/1-1/31/17	000000	177.22
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						4,171.99
FUND 215 HISTORIC PRESERVATION TOTAL:						105,690.58

PACKET: 03979 02/22/17 COMBINED

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1879	CONRAD'S BIG "C" SIGNS,	I-37917	216-1310	DUE FROM OTHE 650 MAIN BERG	000000	9,004.31
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	9,004.31
01-1191	UMENTHUM, KEITH	I-407433	216-4653-962-07	HISTORIC REHA 360 WILLIAMS TREWHELLA	000000	406.00
01-1496	LAWRENCE CO. REGISTER O	I-02012017	216-4653-960	CLOSING CO RECORDING FEE EDWIN SMITH	000000	30.00
		I-02012017-2	216-4653-960	CLOSING CO RECORDING FEE LAURA FLOYD	000000	30.00
		I-02012017-3	216-4653-960	CLOSING CO RECORDING FEE BAILEY	000000	30.00
		I-02012017-4	216-4653-960	CLOSING CO RECORDING FEE KIRKEBY	000000	30.00
		I-020717	216-4653-962-05	FACADE EASEME RECORD FEE 138 140 SHERMAN CON	000000	60.00
		I-020717-2	216-4653-962-05	FACADE EASEME RECORD FEE 650 MAIN BERG	000000	30.00
01-2857	NEIGHBORHOOD LENDING SE	I-02082017	216-4653-422	PROFESSIONAL CONTRACT 01/01-01/31/17	000000	5,468.75
01-4067	KAHLER, DEBRA	I-207044	216-4653-962-03	WINDOWS GRANT 56 TAYLOR WINDOWS	000000	2,868.17
01-4086	TWIN CITY HARDWARE - GR	I-C133040	216-4653-962-03	WINDOWS GRANT 867 MAIN WINDOWS EDSTROM	000000	4,800.00
		I-C133041	216-4653-962-03	WINDOWS GRANT 4 LINCOLN WINDOWS KRACHT	000000	2,355.66
		I-D353763	216-4653-962-07	HISTORIC REHA 360 WILLIAMS WINDOWS	000000	10.99
		I-D355139	216-4653-962-05	FACADE EASEME 138 140 SHERMAN CONRAD	000000	10.63
		I-E73395	216-4653-962-05	FACADE EASEME 138 140 SHERMAN CONRAD	000000	1,175.86
		I-E75705	216-4653-962-05	FACADE EASEME 138 140 SHERMAN CONRAD	000000	41.66
		I-E75871	216-4653-962-05	FACADE EASEME 138 140 SHERMAN CONRAD	000000	7.59
		I-E75996	216-4653-962-05	FACADE EASEME 138 140 SHERMAN CONRAD	000000	9.58
		I-E76058	216-4653-962-05	FACADE EASEME 138 140 SHERMAN CONRAD	000000	2.61
		I-E76060	216-4653-962-05	FACADE EASEME 138 140 SHERMAN CONRAD	000000	16.03
		I-E76124	216-4653-962-05	FACADE EASEME 138 140 SHERMAN CONRAD	000000	92.64
01-4119	MAYNARD, DESTINY AND BR	I-8529283	216-4653-962-03	WINDOWS GRANT 4 HARRISON WINDOWS MAYNARD	000000	9,675.38
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	27,151.55
			FUND	216 REVOLVING LOAN	TOTAL:	36,155.86

PACKET: 03979 02/22/17 COMBINED

VENDOR SET: 01

FUND : 564 LOWER MAIN VISITOR CENTER

DEPARTMENT: 192 PUBLIC BUILDING

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2994	CHAMBERLIN ARCHITECTS					
		I-INV #26	564-4192-422	PROFESSIONAL PRO SVCS DWD VISITOR CENTER	000000	6,187.70
		I-INV #5	564-4192-422	PROFESSIONAL DWD VC EXHIBIT COORDINATION	000000	150.00
01-3791	ADVANCED ENGINEERING AN					
		I-51771	564-4192-422	PROFESSIONAL PRO SVCS DWD WELCOME CENTER	000000	3,369.50
				DEPARTMENT 192 PUBLIC BUILDING	TOTAL:	9,707.20
				FUND 564 LOWER MAIN VISITOR CENTER	TOTAL:	9,707.20

PACKET: 03979 02/22/17 COMBINED

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-JAN 2017 EQR	602-4330-422	PROFESSIONAL JAN 2017 EQR CHGS RESIDENTS/PB	000000	27,972.95
01-0561	SD ONE CALL					
		I-SD17-0043	602-4330-422	PROFESSIONAL JAN MSGS-FAX FEES LOCATES/WATE	000000	3.36
01-0925	AMERICAN PUBLIC WORKS A					
		I-01-10-17 MEMRENEW	602-4330-422	PROFESSIONAL MEMBER RENEWAL 4/1-3/31/18/PB	000000	80.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-709697	602-4330-426	SUPPLIES LONGERLIFE MINI DASH BULB/WATE	000000	2.49
		I-32-710135	602-4330-425	REPAIRS OIL FILTER-HOSE CLAMP/WATER	000000	35.76
		I-32-710138	602-4330-425	REPAIRS COPPER TUBING KIT/WATER	000000	11.35
01-1668	ESRI					
		I-93240246	602-4330-422	PROFESSIONAL ARCGIS CONCURRENT USE-MAINT/PW	000000	400.00
01-3754	WL CONSTRUCTION SUPPLY					
		I-12534	602-4330-425	REPAIRS CONCRETE DIAMOND BLADE/WATER	000000	719.99
DEPARTMENT 330 WATER						TOTAL: 29,225.90
FUND 602 WATER FUND						TOTAL: 29,225.90

PACKET: 03979 02/22/17 COMBINED

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-FEB 2016 CONSUMP	603-4325-429	OTHER EXPENSE FEB 2017 CONSUMPTION CHGS/PB	000000	597.52
				DEPARTMENT 325 SEWER	TOTAL:	597.52
				FUND 603 SEWER FUND	TOTAL:	597.52

PACKET: 03979 02/22/17 COMBINED

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0508	GALLS, LLC	I-006890725	610-4360-426	SUPPLIES UNIFORM SWEATER - P&T	000000	112.99
01-1424	SOUTHSIDE SERVICE	I-45593	610-4360-425	REPAIRS SVC ENGINE,R&R WATER PUMP-P&T	000000	319.09
01-2104	INTEGRATED PARKING SOLU	I-6108-C	610-4360-422	PROFESSIONAL ANNUAL MAINT.- P&T PRINTERS	000000	210.00
01-3712	PASSPORT PARKING, INC.	I-4759	610-4360-422	PROFESSIONAL MOBILE PAY - METERS	000000	46.25
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						688.33
01-0467	CULLIGAN OF THE BLACK H	I-4827	610-4361-426	SUPPLIES 40 LB BAG SALT - TROLLEY	000000	46.75
01-1653	STURDEVANT'S AUTO PARTS	C-32-710723	610-4361-426	SUPPLIES RETURN OF OIL - TROLLEY	000000	23.52-
		I-32-709702	610-4361-426	SUPPLIES HOSE CONNECTOR - TROLLEY	000000	2.46
		I-32-709950	610-4361-426	SUPPLIES BOLTS, HOLD-DOWN - TROLLEY	000000	3.60
		I-32-710046	610-4361-426	SUPPLIES BATTERY CABLES,TERMINALS-TROLL	000000	104.66
		I-32-710086	610-4361-426	SUPPLIES PLIERS - TROLLEY	000000	37.68
		I-32-710139	610-4361-426	SUPPLIES BATTERY TERMINALS - TROLLEY	000000	17.42
		I-32-710722	610-4361-426	SUPPLIES PRONTO OIL, FUNNEL - TROLLEY	000000	60.97
		I-32-710877	610-4361-426	SUPPLIES TURN SIGNALS,FILTERS - TROLLEY	000000	42.02
		I-32-710974	610-4361-426	SUPPLIES HOSE FITTINGS,2WIRE HY-TROLLEY	000000	198.07
01-4036	SCOTT PETERSON MOTORS O	I-52767	610-4361-425	REPAIRS TROLLEY REPAIR - MISFIRE	000000	1,927.70
		I-52844	610-4361-425	REPAIRS TROLLEY REPAIR -WIRING,EXHAUST	000000	1,601.10
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						4,018.91
FUND 610 PARKING/TRANSPORTATION TOTAL:						4,707.24



PACKET: 03979 02/22/17 COMBINED

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3151	KONE INC.					
		I-949533371	611-4362-422	PROFESSIONAL JAN ELEVATOR MAINT/PARK RAMP	000000	145.04
				DEPARTMENT 362 MAIN STREET RAMP	TOTAL:	145.04
				FUND 611 MAIN STREET RAMP	TOTAL:	145.04

2/17/2017 10:13 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 03979 02/22/17 COMBINED

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

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. OF REVENUE					
		I-JAN-021017	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	3,212.99
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	3,212.99
			FUND	722 SALES TAX AGENCY	TOTAL:	3,212.99

PACKET: 03979 02/22/17 COMBINED

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL


BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-021017	723-4000-429	OTHER CITY SLOTS - PYMT 8, YR 2	000000	27,443.18
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	27,443.18
			FUND	723 NICKEL SLOT PAYMENT AGENCY	TOTAL:	27,443.18
					REPORT GRAND TOTAL:	264,786.77

2-21-17  
5A

# Memo

To: Mayor Turbiville and City Commission  
From: Mary Jo Nelson   
Date: 02-17-2017  
Re: Bed and Booze Fund

After annual budget hearings, our office writes to non-profits who received funding for the upcoming year. Attached is an award letter drafted on September 17, 2015 after 2016 meetings.

In the past, I have told other non-profits they are not able to access their funds once the year has ended. Mr. Fuller is requesting an exception to this policy. Budget has lapsed for 2016 and a budget supplement will be necessary if approved.

CITY OF  
**DEADWOOD**

FINANCE OFFICE

DEADWOOD CITY HALL  
102 Sherman Street  
Deadwood, South Dakota 57732  
Phone (605) 578-2600 • Fax (605) 722-0786

September 17, 2015

Northern Hills Recreation Association  
Attn: Jeff Barthel  
11376 US Hwy 14A  
Lead, SD 57754

Dear Jeff,

On behalf of the Deadwood City Commission, I would like to notify you that The Northern Hills Recreation Association has been awarded \$10,000.00 from the 2016 City of Deadwood budget. In order to receive funding, please submit a request for payment in 2016.

If you have any questions, please feel free to call me at (605) 578-2600.

Sincerely,



Ronda Morrison  
Asst. Finance Officer  
City of Deadwood



2-21-17  
6A

Grant Thornton LLP  
200 South Sixth Street  
Ste 1400  
Minneapolis, MN 55402-1434

T 612.332.0001  
F 612.332.8361  
[www.GrantThornton.com](http://www.GrantThornton.com)

This address should be used for correspondence only  
For all payments, kindly use remittance instructions below

Deadwood, South Dakota, City of  
Ms. Mary Jo Nelson  
102 Sherman Street  
Deadwood, SD 57732

Date: February 3, 2017

## Remittance Copy

Bill Number: 953133624

Client Code: 0177240

Assignment Code: 00007

LOB: 072

Bill Amount:

\$4,000.00

### TO ENSURE TIMELY PROCESSING PLEASE REMIT PAYMENT TO:

Grant Thornton LLP  
33562 Treasury Center  
Chicago, IL 60694-3500

#### Optional Wire/ACH Transfer Instructions:

Bank Name:	Harris N.A.
ABA#:	071 000 288
Swift Code:	HATRUS44
Account#:	2750602
Bank Address:	111 West Monroe Street, Chicago, IL 60603
Beneficiary:	Grant Thornton LLP
Reference:	Bill Number: 953133624
(Mandatory)	Client Number: 0177240

When making an ACH payment, kindly send remittance detail via email to: [Cash@us.gt.com](mailto:Cash@us.gt.com)

2-21-17  
LB

SD EForm - 0933 V3

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPLICATION FOR PERMIT TO OCCUPY RIGHT-OF-WAY

Highway No. 85 County Lawrence Approximately 0.10 Miles N ☐ S ☒ E ☐ W ☐

From (City or well defined point) Int. Pine/Sherman Section 26 Township 5N Range 3E

Description of occupancy: Bicycle Shared Sidewalk Signage

Purpose of occupancy: To notify pedestrians and bicyclist the sidewalk is a shared sidewalk.

Duration of occupancy: PERMANENT ☒ TEMPORARY ☐ If temporary, give the estimated date of removal or completion: \_\_\_\_\_

I, the undersigned, request permission to occupy public right-of-way at the above location and as shown on the attached layout sheet. In consideration for this permission, I agree to abide by all conditions as herein stated.

1. To furnish all materials, labor, incidentals and pay all costs involved with this occupancy including restoration of any damage to the roadway and right-of-way to equal or better conditions than existed prior to the occupancy covered by this permit.
2. To provide protection to highway traffic during occupancy by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual of Uniform Traffic Control Devices."
3. To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this application.

APPLICANT NAME (please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS 102 Sherman Street Deadwood SD 57732 TELEPHONE (605) 578-2082

REPRESENTING City of Deadwood  
(Name of Individual, Company, Organization, etc.)

\*\*\*To be completed by Department of Transportation\*\*\*

Project (Const.) \_\_\_\_\_ Station \_\_\_\_\_ Milepost \_\_\_\_\_

Project (Maint.) \_\_\_\_\_ Maintenance Unit \_\_\_\_\_

1. Prior to commencing occupancy and at completion of occupancy the applicant shall notify \_\_\_\_\_  
at \_\_\_\_\_ Telephone \_\_\_\_\_

2. Special Conditions \_\_\_\_\_

3. Failure to accomplish the occupancy in accordance with the provisions of this permit will automatically render this permit null and void and where applicable, constitute grounds for its removal and/or full restoration of the occupancy site all at the applicant's expense.

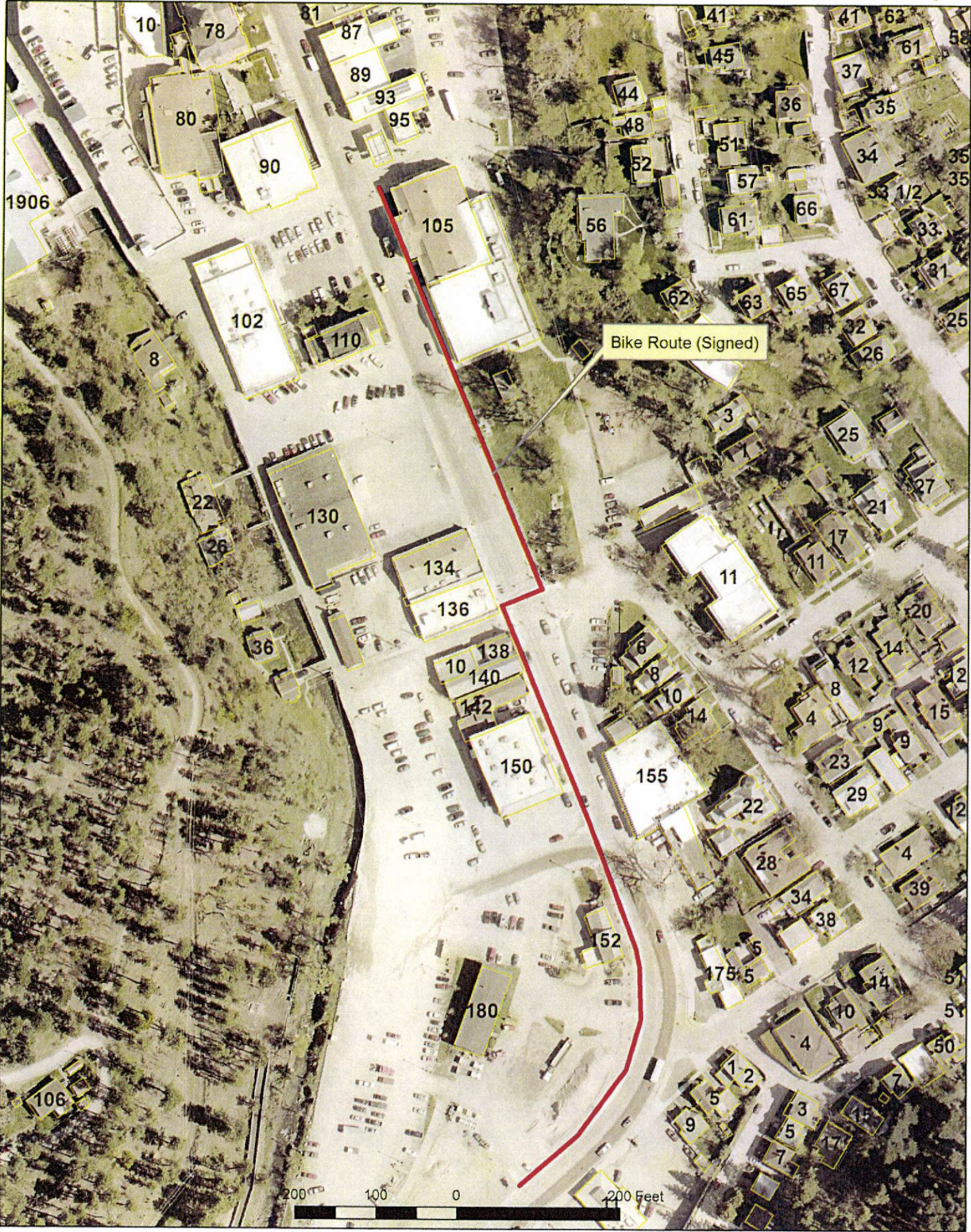
This permit to occupy the right-of-way is granted to all conditions as herein stated on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Region Engineer

Chief Bridge Engineer (Bridge Installations only)



Exhibit A





**DEADWOOD**  
TRAIL SYSTEM

# WALK YOUR BIKE



**PLEASE DISMOUNT  
FOR SAFETY**

**CITY OF  
DEADWOOD**  
SOUTH DAKOTA

**DEADWOOD**  
TRAIL SYSTEM

# SHARED PATHWAY



**PLEASE LOOKOUT  
FOR EACH OTHER**

**CITY OF  
DEADWOOD**  
SOUTH DAKOTA



2-21-17  
6C

SD EForm - 0933 V3

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPLICATION FOR PERMIT TO OCCUPY RIGHT-OF-WAY

Highway No. 85/14A County Lawrence Approximately 0.05 Miles N ☒ S ☐ E ☐ W ☐

From (City or well defined point) Int. Lee/HWY 14/85 Section 23 Township 5N Range 3E

Description of occupancy: Bicycle Shared Sidewalk Signage

Purpose of occupancy: To notify pedestrians and bicyclist the sidewalk is a shared sidewalk.

Duration of occupancy: PERMANENT ☒ TEMPORARY ☐ If temporary, give the estimated date of removal or completion: \_\_\_\_\_

I, the undersigned, request permission to occupy public right-of-way at the above location and as shown on the attached layout sheet. In consideration for this permission, I agree to abide by all conditions as herein stated.

1. To furnish all materials, labor, incidentals and pay all costs involved with this occupancy including restoration of any damage to the roadway and right-of-way to equal or better conditions than existed prior to the occupancy covered by this permit.
2. To provide protection to highway traffic during occupancy by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual of Uniform Traffic Control Devices."
3. To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this application.

APPLICANT NAME (please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS 102 Sherman Street Deadwood SD 57732 TELEPHONE (605) 578-2082

REPRESENTING City of Deadwood  
(Name of Individual, Company, Organization, etc.)

\*\*\*To be completed by Department of Transportation\*\*\*

Project (Const.) \_\_\_\_\_ Station \_\_\_\_\_ Milepost \_\_\_\_\_

Project (Maint.) \_\_\_\_\_ Maintenance Unit \_\_\_\_\_

1. Prior to commencing occupancy and at completion of occupancy the applicant shall notify \_\_\_\_\_  
at \_\_\_\_\_ Telephone \_\_\_\_\_

2. Special Conditions \_\_\_\_\_

3. Failure to accomplish the occupancy in accordance with the provisions of this permit will automatically render this permit null and void and where applicable, constitute grounds for its removal and/or full restoration of the occupancy site all at the applicant's expense.

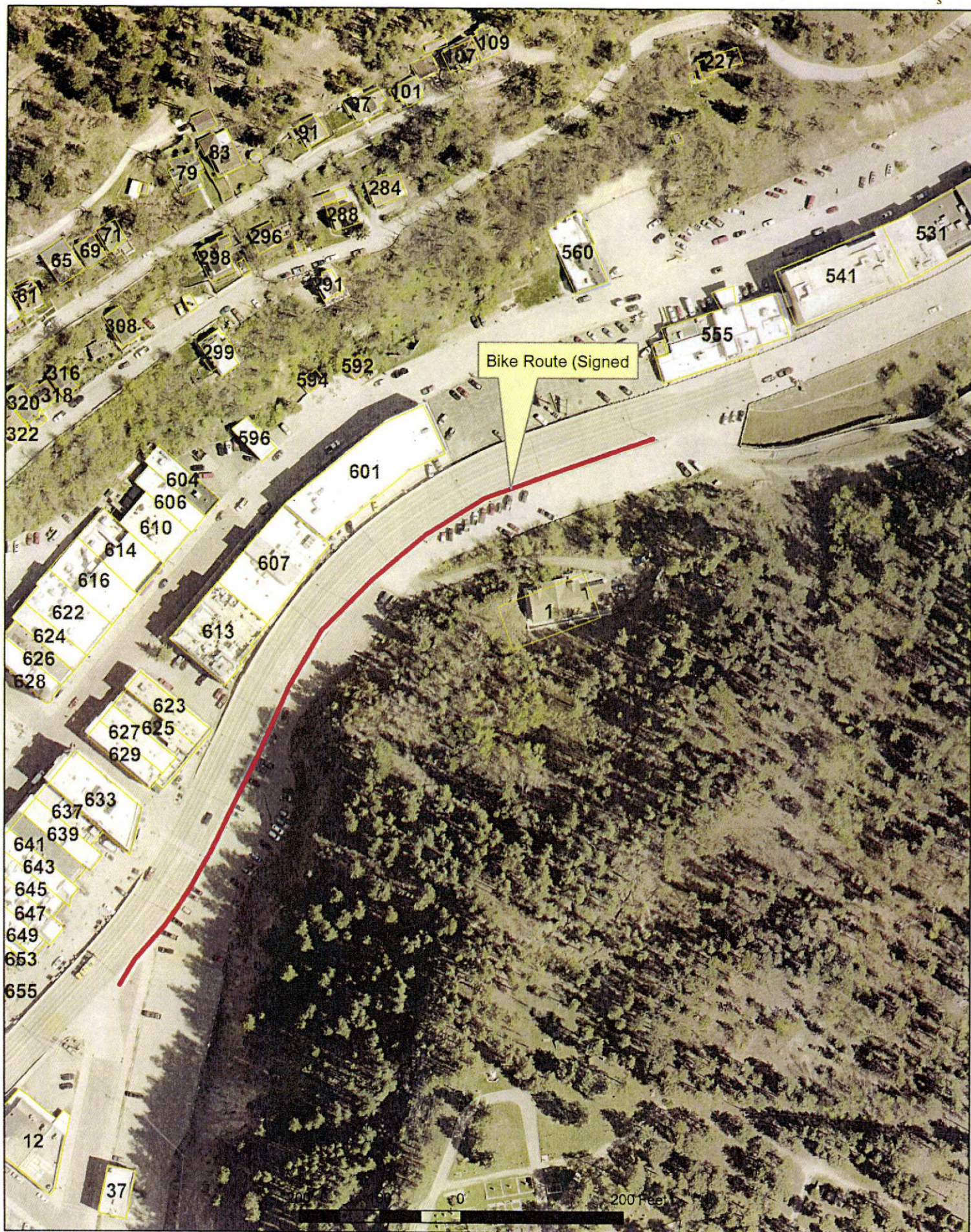
This permit to occupy the right-of-way is granted to all conditions as herein stated on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Region Engineer

\_\_\_\_\_  
Chief Bridge Engineer (Bridge Installations only)



# Exhibit A





**DEADWOOD**  
TRAIL SYSTEM

# WALK YOUR BIKE



**PLEASE DISMOUNT  
FOR SAFETY**

**CITY OF  
DEADWOOD**  
SOUTH DAKOTA

**DEADWOOD**  
TRAIL SYSTEM

# SHARED PATHWAY



**PLEASE LOOKOUT  
FOR EACH OTHER**

**CITY OF  
DEADWOOD**  
SOUTH DAKOTA



2-21-17  
L.D

MACK'S AUTO BODY, LLC.  
3120 4TH AVE  
SPEARFISH, SD. 57783  
605-642-4143 FAX 605-644-1343  
TAX ID # 27-1557205

1547440

\*\*\* PRELIMINARY ESTIMATE \*\*\*

02/06/2017 11:59 AM

Owner

Owner: DEADWOOD FIRE DEP.  
Address:

Work/Day: (605)578-1212

Inspection

Inspection Date: 02/06/2017 11:59 AM

Inspection Type:

Contact: Joan Kennedy

Repairer

Repairer: MACK'S AUTO BODY LLC  
Address: 3120 4TH AVE

City State Zip: SPEARFISH, SD 57783  
Email: macksautobody@rushmore.com

Contact: EUGENE MACK  
Work/Day: (605)642-4143  
Home/Evening: (888)786-2257  
FAX: (605)644-1343

Target Complete Date/Time:

Days To Repair: 5

Vehicle

2015 Ford F-550 XL C & C 176 WB 4 DR Crew Cab  
8cyl Turbo Diesel 6.7  
6-Speed Automatic

Lic Expire:  
Veh Insp# :  
Condition:  
Ext. Color: VERMILION  
Ext. Refinish: Two-Stage  
Ext. Paint Code: F1

VIN: 1FD0W5HT2FEA28321  
Mileage Type: Actual  
Code: P8288D  
Int. Color:  
Int. Refinish: Two-Stage  
Int. Trim Code:

Options

176 Inch Wheelbase  
AM/FM Stereo  
Clearance Lights  
Dual Rear Wheels  
Intermittent Wipers  
Power Brakes  
Split Front Bench Seat  
Tilt & Telescopic Steer  
Vinyl Seats

2nd Row Head Airbags  
Air Conditioning  
Driver Information Sys  
Halogen Headlights  
Manual Locking Hubs  
Power Steering  
Steel Wheels  
Tinted Glass

4-Wheel Drive  
Anti-Lock Brakes  
Dual Airbags  
Head Airbags  
Overhead Console  
Rear Bench Seat  
Tachometer  
Tow Hooks

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Front Bumper</b>										
1	E	12	01	Bumper,Front	BC3Z17757FPTM	\$869.00			INC	SM
2	N	4		Front Bumper Overhaul	Additional Labor				3.7	SM
3	RI	339		Mldg,Frt Bumper Cover LT	R & I Assembly				INC	SM
4	RI	340		Mldg,Frt Bumper Cover RT	R & I Assembly				INC	SM
5	E	327		Mldg,Front Bumper	BC3Z17C829BA	\$63.48			INC	SM
6	E	1005		Clip,Frt Bumper	5C3Z17C756BB	\$6.77			INC	SM
7	RI	52		Panel,Front Valance	R & I Assembly				INC	SM
8	RI	32		Panel,Frt Bmpr License	R & I Assembly				0.2	SM
9	E	101		Hook,Front Bumper Tow LT	BC3Z17A955A	\$112.33			0.2	SM
10	E	102		Hook,Front Bumper Tow RT	BC3Z17A954A	\$112.45			0.2	SM
11	E	17		Brkt,Front Bumper Mtg LT	BC3Z17B985A	\$53.24			INC	SM
12	E	18		Brkt,Front Bumper Mtg RT	BC3Z17B984A	\$53.24			INC	SM
13	E	19		Brkt,Front Bumper Mtg LT	BC3Z17755B	\$32.29			INC	SM
14	E	20		Brkt,Front Bumper Mtg RT	BC3Z17754B	\$32.29			INC	SM
15	E	67		Brkt,Front Bumper Mtg LT	BC3Z17B837A	\$32.65			INC	SM
16	E	68		Brkt,Front Bumper Mtg RT	BC3Z17B836A	\$32.70			INC	SM

**Front End Panel And Lamps**

17	E	27		Grille Assembly	BC3Z8200G	\$311.02			INC	SM
18	E	26		Support,Grille	BC3Z17A792B	\$199.33			1.3	SM
19	RI	31		Emblem,Grille	R & I Assembly				0.2	SM

**Cooling And Air Conditioning**

20	E	758		Radiator	BC3Z8005K	\$637.80			2.8	SM
21	E	766		Shroud,Radiator Upper	BC3Z8146L	\$130.12			INC	SM
22	E	768		Shroud,Radiator Lower	BC3Z8146F	\$164.78			INC	SM
23	N	984		A/C Evac Rechrq & Rcvr	Additional Labor				1.8	ME
24	E	731		Condenser,A/C	BC3Z19712A	\$317.71			1.2	ME
25	E	723		Intercooler,Turbo	BC3Z8005L	\$585.34			1.0	ME
26	E	691		Cooler,Trans Oil	BC3Z7A095C	\$156.57			0.7	ME
27	E	952		Cooler,P/S Pump Oil	EC3Z3D746A	\$54.17			INC	ME

**Manual Entries**

28	E			HAZARD.WASTE	Replace OEM	\$5.00*				SM
29	I			LIGHTS & WIRING	Repair				2.0*	SM*
30	SB			TOW TO SHOP	Sublet Repair	\$126.50* +				SM*
31	P			SIREN	Check					SM*
32	EC			COOLANT	Replace Economy	\$60.00*				SM*
33	EC			TRANNNY FLUID	Replace Economy	\$50.00*				SM*

33 Items

MC Message

01 CALL DEALER FOR EXACT PART # / PRICE

**Estimate Total & Entries**

Gross Parts	\$3,962.28	
Other Parts	\$110.00	
Parts & Material Total		\$4,072.28
Tax on Parts & Material	@ 6.500%	\$264.70

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$60.00	4.9	5.7	10.6	\$636.00
Mech/Elec (ME)	\$65.00	2.9	1.8	4.7	\$305.50

Frame (FR)	\$75.00
Refinish (RF)	\$60.00

<b>Labor Total</b>		15.3 Hours		<b>\$941.50</b> *
<b>Tax on Labor</b>	@ 6.500%		\$61.20	
<b>Sublet Repairs</b>			\$126.50	
<b>Tax on Sublet</b>	@ 6.500%		\$8.22	
<b>Gross Total</b>				<b>\$5,474.40</b>
<b>Net Total</b>				<b>\$5,474.40</b>

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 57783 Default  
Rate Name Default

Audatex Estimating 7.0.813 ES 02/07/2017 03:45 PM REL 7.0.813 DT 12/01/2016 DB 02/01/2017  
Copyright (C) 2017 Audatex North America, Inc.

#### Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Rebld	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	



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



2-21-17  
L E

KEVIN KUCHENBECKER  
Historic Preservation Officer  
Telephone: (605) 578-2082  
Fax: (605) 578-2084  
[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

## MEMORANDUM

---

**Date:** February 9, 2017  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Internship for City Collections

---

The Deadwood Historic Preservation Office is requesting permission to hire a Collections Intern to assist this office in conjunction with Deadwood History, Inc. in the continuing to accession the City owned Don Clowser Collection.

This internship provides a high school or college student a "hands on" experience working in an archives and collections repository. The intern would be a temporary position on a part-time basis. Hourly rate would be per City of Deadwood pay scale at \$8.93 per hour.

This office budgets up to \$10,000.00 per year for interns. The position would work at the Days of 76 Museum under the general guidance and direction of Deadwood History, Inc. staff with ultimate oversight through the Historic Preservation Office.

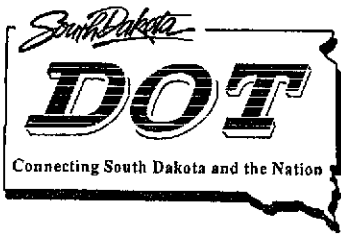
This office is requesting permission to hire Elizabeth Millay in a part-time internship position beginning February 27, 2017 pending necessary pre-drug screening requirements per City of Deadwood policies.

Ms. Millay is currently a student at Black Hills State University majoring in History, minoring in Arts Management and a certificate in Archives.

### RECOMMENDATION:

*Grant permission to the Historic Preservation Office to hire Elizabeth Millay as a part-time Collections Intern beginning February 22, 2017 pending necessary pre-drug screening requirements per City of Deadwood policies.*





## Department of Transportation

### Division of Planning and Engineering

#### Local Government Assistance

700 East Broadway Avenue

Pierre, South Dakota 57501-2586

PHONE: 605/773-8148 FAX: 605/773-4870

2-21-17

LF

February 6, 2017

RE: PH 8041(19), Lawrence County, PCN 04L7

The enclosed agreement is to formalize your participation in the above mentioned countywide signing project. Please get this agreement on the agenda for your next meeting to secure its approval. The SDDOT cannot proceed without an agreement in place from all participating agencies, so your prompt attention is appreciated. If your agency is City a copy of your minutes authorizing the signature of this agreement also needs to be sent in with the signed agreement to serve as an exhibit.

If you have any questions, please contact this office.

Sincerely,

James Ainslie  
Contract Administration Engineer  
(605) 773-8115

Enclosures  
cc: File

**STATE OF SOUTH DAKOTA  
JOINT POWERS  
FINANCIAL AND MAINTENANCE AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF DEADWOOD**

This Joint Powers Agreement (Agreement) is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Deadwood, South Dakota, referred to in this Agreement as the "CITY." The STATE and the CITY concur in the construction of a Federal Aid Construction Project in the Roadway Safety Improvement Category, listed in the Department of Transportation Statewide Transportation Improvement Program for Fiscal Year (FY) 2019, in the city of Deadwood, South Dakota, as follows:

**1. JOINT POWERS**

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the CITY and the STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use for this Agreement.

**2. STATE PROJECT**

The STATE and the CITY concur in the proposal for the Sign and Delineation project identified as Roadway Safety Improvement Project Number PH 8041(19) PCN 04L7, located on various CITY roads in the city of Deadwood, referred to in this Agreement as the "PROJECT."

**3. CONTRACT PROCUREMENT**

- A. The STATE will design, advertise, let to contract, and be the contracting party for the PROJECT.
- B. The STATE will obtain the required environmental clearances for the PROJECT.
- C. The STATE will provide construction engineering including construction supervision and inspection.

**4. CITY RESPONSIBILITY**

- A. The CITY will have the sole obligation and responsibility for maintenance of the PROJECT.
- B. The CITY will use the following method(s) for maintaining sign retroreflectivity in conformance with the MUTCD: (check all that apply)

- ☐ Visual Nighttime Inspection
- ☐ Measured Sign Retroreflectivity
- ☐ Expected Sign Life Method
- ☐ Blanket Replacement Method
- ☐ Control Sign Method

These methods can be found at the following website address:  
[http://safety.fhwa.dot.gov/roadway\\_dept/night\\_visib/retrotoolkit/moreinfo/intro/index.htm](http://safety.fhwa.dot.gov/roadway_dept/night_visib/retrotoolkit/moreinfo/intro/index.htm).

- C. Should the CITY not fulfill its obligations under Section 4.A. or 4.B., or choose to not continue with the PROJECT after the effective date of this Agreement, the CITY will be one hundred percent (100%) responsible for any costs incurred, including but not limited to design engineering, construction engineering, and material costs. The CITY will pay those costs to the STATE within thirty (30) days of receipt of a billing from the STATE. Such failure to fully perform this Agreement will make the CITY ineligible for any future award of safety funding.

## 5. FINANCIAL RESPONSIBILITY

The STATE will pay One Hundred Percent (100%) of the actual cost for the PROJECT with Federal Section 154/164 Funds, subject to the provisions of Section 4.C.

## 6. INDEMNIFICATION

The CITY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the CITY to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.

## 7. RECORDS RETENTION AND AUDIT

- A. All PROJECT charges will be subject to audit in accordance with the STATE'S current procedures and United States Office of Management and Budget (OMB) Circular regulations, found at 2 CFR Part 200 Subpart F. The CFDA Number for these funds is 20.205. Allowable costs will be determined in accordance with 2 CFR Part 200.
- B. Upon reasonable notice, the CITY will allow the STATE or U.S. Department of Transportation representatives to examine all records of the CITY related to this Agreement during the CITY'S normal business hours. The CITY will keep all records for a period of three (3) years after the date of final payment is made by the STATE under this Agreement and all other pending matters are closed.
- C. If the CITY expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in federal funds during any CITY fiscal year covered, in whole or in part, under this Agreement, then the CITY will be subject to the single agency audit requirements of the U.S. Office of Management and Budget (OMB) Circular regulations, found at 2 CFR Part 200 Subpart F. If the CITY expends less than Seven Hundred Fifty Thousand Dollars (\$750,000) in federal funds during any CITY fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the allowability of services or costs and adherence to Agreement provisions.

## 8. AMENDMENT

This Agreement may not be amended except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.

## 9. TERMINATION

The STATE may terminate this Agreement on thirty (30) days' written notice. If the CITY breaches any of the terms or conditions of this Agreement, this Agreement may be terminated by the STATE at any time with or without notice.

## 10. AUTHORIZATION

The CITY has designated its Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the CITY. A copy of the CITY'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the CITY'S authorized representative is attached to this Agreement as Exhibit A.

## 11. EMPLOYEE STATUS

Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee of his or her employer during participation in joint action under this Agreement. Each party will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the CITY to enter into same.

City of Deadwood, South Dakota

State of South Dakota  
Department of Transportation

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Mayor

Its: Project Development Engineer

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

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

Attest:

\_\_\_\_\_  
City Auditor/Clerk

(CITY SEAL)

# DEADWOOD

## POLICE DEPARTMENT

*Kelly K. Fuller, Chief of Police*

2-21-17  
LH

DATE: February 14, 2017

TO: Deadwood City Commissioners; Mayor Turbiville

FROM: Kelly K. Fuller – Chief of Police

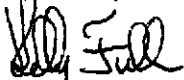
REFERENCE: Parking and Transportation Purchase

Integrated Parking Services is the company who supplies and supports our current parking enforcement program (hardware and software). We were recently advised that the current version of our computerized hand held ticket writer, the MC75, is obsolete and no longer serviceable. The "end of life" of the MC75 was never announced to our department by Integrated Parking Services until our annual service contract came up for renewal in January of 2017.

In talking with the company, we learned that a new generation of hand held units are available. The new version appears to be a significant upgrade over the MC75 while offering a better life cycle, faster wireless connections, improved photo and video abilities, rugged durability and flexible programming to better suit our needs. The wireless connectivity of the new units may give us the option to administer the Passport program as well. This would eliminate the need to utilize our current tablet format and could save money in the long run.

The estimate from Integrated Parking Solutions to upgrade to the new version is \$5,719.28. This cost would include the software and docking stations for 2 new hand held units. It is my recommendation to purchase this package because if we experience any type of failure with the old units, there will be no way to get them repaired or updated.

Respectfully Submitted,



Kelly K. Fuller  
Chief of Police

# Integrated Parking Solutions LLC

Integrated Parking Solutions, LLC  
324 N Rose St  
Kalamazoo, MI 49007  
800-294-1178

# Estimate

Date	Estimate #
2/10/2017	404

Name / Address
City of Deadwood 100 Sherman Street Deadwood, SD 57732 Attn: Sonya Bertalot

			Project
Description	Qty	Cost	Total
WAP4 LONG ALPHA NUMERIC, WEHH 6.5.3, ENGLISH, 2D IMAGER - SE4500 (END CAP), 8 MP CAMERA (BACK COVER), 802.11 A/B/G/N, 4400 MAH	2	1,710.78	3,421.56
ZEBRA EVM, ACCESSORY, QUAD DOCKING STATION, 7525C / 7527C WITH AC ADAPTER, NO LEAD with Ethernet	1	590.32	590.32
3 WIRE AC LINE CORD, GROUNDED, NORTH AMERICA	1	7.60	7.60
3 Year Zebra OneCare Essential. Includes Comprehensive Coverage. Does not include coverage for cradles	2	379.50	759.00
3 Year Commissioning Option.	2	70.40	140.80
IntegratorPro™ MApp Handheld Software - 1/2 PRICE FOR EXISTING CUSTOMERS	2	400.00	800.00
<p><i>Single Charger VS Quad</i></p>			
Quote good for 60 Days		<b>Total</b>	\$5,719.28

Customer Signature \_\_\_\_\_

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



2-21-17  
6 I

KEVIN KUCHENBECKER  
Historic Preservation Officer  
Telephone: (605) 578-2082  
Fax: (605) 578-2084  
[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

## MEMORANDUM

---

**Date:** February 17, 2017  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Deadwood Information Center Air Duct Cleaning

---

The Deadwood Information Center experienced a Freon leak that affected the HVAC system on the structure. Because there is oil in the duct system it is in need of cleaning. Staff has received a quote from Stanley Steamer in the amount of \$2,900.00 for the cleaning. Because this is the first time the ducts have been cleaned there are no access points which have added to the cost.

Staff has reviewed this quote and recommends hiring Stanley Steamer for the Air Duct Cleaning at the Deadwood Information Center.

### RECOMMENDATION:

*Move to hire Stanley Steamer for duct work cleaning at the Deadwood Information Center in the amount of \$2,900.00.*

# STANLEY STEEMER

STANLEY STEEMER

NOW WE CLEAN AIR DUCTS, TOO!

Name: Deadwood Information Center

Address: 3 Seiver Street ☐ Residential ☐ Commercial

City/State/Zip: Deadwood SD 57132 ☒ Estimate ☒ Courtesy Call

Phone: 605-645-8447

2<sup>nd</sup> Phone:

## COMMENTS/INSTRUCTIONS

TYM@CITYOFDEADWOOD.COM

## SERVICES INCLUDED IN PRICE

- ☐ Customer verifies that heat/air is working prior to service
- ☐ Turn power off at electrical panel
- ☐ Clean return
- ☐ Replace vents and furniture
- ☐ Remove, clean and cover vents
- ☐ Patch access holes
- ☐ Open & mark positioning dampers
- ☐ Clean work area
- ☐ Clean outside of unit
- ☐ Clean motor
- ☐ Replace filter
- ☐ Restart system, heat/air
- ☐ Clean coils
- ☐ Customer walk-through
- ☐ Separate return/supply
- ☐ Clean supply
- ☐ Customer verifies that heat/air is working after service

Customer has been notified that power to air handling unit will be turned off at the electrical panel during cleaning of the HVAC unit and ducts.

## AIR HANDLING UNIT

Type:  Manufacturer:   
Location:  Humidifier:

## TYPE OF DUCT WORK

☐ Sheet Metal Round ☐ Flex Duct ☐ Duct Board  
☐ Sheet Metal Rectangular ☐ Insulated ☐ Structural

Mold/Mildew Growth:

Customer Allergies:

Filter Size:

76410

Quote

## Air Duct Cleaning Invoice

Invoice #: 322835

Invoice Date: 0-3-17

Vehicle #:	F-150	MILEAGE	METER
Crew:	Eric Knutson (605) 721-9764	End Start Total	
ITEM	QUANTITY	COST	TOTAL
HISTORIC CENTER ↳ CRAWLSPACE UNIT / RETURN / SUPPLY ↳ CLEAN & FOG	1		\$1950. <sup>00</sup>
UPSTAIRS ↳ ATTIC UNIT / RETURN / SUPPLY	1		\$250. <sup>00</sup>
BAGGAGE ROOM / BATHROOM ↳ CRAWLSPACE UNITS / RETURN / SUPPLY	1		\$700. <sup>00</sup>
Sub-total			\$2900. <sup>00</sup>
Discount			
Tax			
TOTAL			\$2900. <sup>00</sup>

Terms: Payment due upon completion of work.

## PAYMENT INFORMATION

☐ Cash ☐ Credit Card: V MC D AE  
☐ Check # ☐ Preferred Customer Card  
☐ On Account Approval #   
☐ Tax Exempt #

Any questions concerning our workmanship must be reported within 10 days after completion of work or work will be subject to a service charge at our option. I HAVE READ AND UNDERSTAND THE ABOVE.

1

OFFICE COPY

Customer's Signature



2-21-17  
6J

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND**  
**ALBRIGHT CONSTRUCTION, INC.**  
**DAYS OF 76 GRANDSTAND ROOFING REPLACEMENT**

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 ALBRIGHT CONSTRUCTION, INC., with its principal place of business located at 19004 Meadow Lane, Belle Fourche, SD 57717, hereinafter referred to as "CONTRACTOR;"

**WHEREAS**, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the construction of the Days of 76 Grandstand Roofing Replacement in strict accordance with the Contract Documents, within the time set forth herein; and,

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

**WHEREAS**, CITY has Dave Stafford Architecture, 809 South St. Suite 203, Rapid City, SD 57701, as the "ARCHITECT" for all references herein, and

**WHEREAS**, the CITY has accepted the bid proposal from CONTRACTOR and provides compensation in an amount of One Hundred One Thousand Six Hundred Ninety One and no/100s Dollars (\$101,691.00) for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide the demolition of the existing metal roof, gutters, etc.;

3. CONTRACTOR shall provide the demolition and replacement of broken, deteriorated or decayed roof sheathing boards in areas shown on drawings;
4. CONTRACTOR shall provide overlay of entire roof surface with plywood or OSB sheathing;
5. CONTRACTOR shall provide installation of new prefinished steel lap seam roof panels;
6. CONTRACTOR shall provide installation of new prefinished steel gutters and downspouts;
7. The contract document consists of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The contract represents the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral;
8. CONTRACTOR shall fully execute the work described in the contract documents;
9. CONTRACTOR shall achieve substantial completion of the project on or within sixty (60) days of notice to proceed as indicated in Quote Form;
10. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by ARCHITECT;
11. CONTRACTOR shall pay the sum of \$200 per day for each day that the project is not completed beyond the project completion date as specified in the plans and specifications, and shall be deducted from any monies due to CONTRACTOR as liquidated damages as indicated in Notice to Bidders;
12. CONTRACTOR shall comply with the following miscellaneous provisions:
  - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
  - b. All work shall be done in a professional workmanlike manner;
  - c. All work will be subject to final inspection by Deadwood Public Works Director and Historic Preservation Officer before acceptance;
  - d. All work is to be completed in accordance with existing building codes;

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

ALBRIGHT CONSTRUCTION, INC.

By: \_\_\_\_\_  
Tony Albright, President

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

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned officer, personally appeared Tony Albright, the President of Albright Construction, Inc. and acknowledged that he executed the same for the purposes therein contained.

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

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

2-21-17  
LK

Twin City Clothing Center  
Box 590  
Lead, SD 57754

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

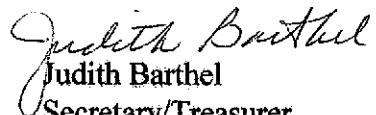
Re: 2017 Budget Allocation

Dear Ms Morrison,

Per your letter of September 21, 2016, we are hereby requesting disbursal of the \$2,500 that was allocated to the Twin City Clothing Center (Free Store) in your 2017 budget.

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

Sincerely,

  
Judith Barthel  
Secretary/Treasurer  
Twin City Clothing Center



BOYS & GIRLS CLUBS  
OF THE BLACK HILLS

PO Box 677  
Hill City, SD 57745-0677

GREAT FUTURES START HERE.

## Pledge

Name & Address

City of Deadwood  
102 Sherman St  
Deadwood, SD 57732

Date

Receipt #

1/27/2017

Date	Description	Amount
1/1/2017	2017 Allocation - THANK YOU!	5,000.00

**Total** \$5,000.00

**Payments/Credits** \$0.00

**Balance Due** \$5,000.00

*Our Mission: To inspire and enable all young people, especially those who need us most, to realize their full potential as productive, caring, responsible citizens.*

Phone #

605.574.2010

Fax:

605.574.2264



Invoice #	1040
Invoice Date	1/27/17
Customer ID	City of Deadwood

		TOTAL
2017 Donation for the First Step Child Care Center		\$5,000
	Subtotal	\$5,000
	Tax	
	BALANCE DUE	\$5,000

PHONE (605) 559-2007  
E-MAIL [director@nhfirststep.com](mailto:director@nhfirststep.com)  
WEB SITE <http://www.nhfirststep.com>

**PROPOSAL**

DEADWOOD FIRE STATION

DEADWOOD SD

DATE 2-15-17

PROJECT

ARCHITECT

TERMS

PHONE TOM 605-645-8447

FAX 578-3101

EMAIL

**WE PROPOSE TO FURNISH THE FOLLOWING:****AMOUNT:**

→ REPAIR DAMAGED DOOR  
REPLACE  
1-11'6"X24" BOTTOM SECTION  
REUSE SAFETY EDGE  
1-11'6"X24" INTERMEDIATE SECTION  
1-11'6"X24" GLASS SECTION  
SERVICE DOOR

MATERIAL AND LABOR

3,313.35

DATE INSTALLATION DESIRED:

NET TOTAL:

OPENINGS ARE TO BE PREPARED BY OTHERS IN ACCORDANCE WITH OUR SPECIFICATIONS.  
THE ABOVE PRICE DOES NOT INCLUDE GLASS, GLAZING, PAINTING, OR WIRING FOR ELECTRIC OPERATOR, UNLESS INCLUDED IN ABOVE PROPOSAL.  
ABOVE PROPOSAL IS MADE FOR PROMPT ACCEPTANCE.  
AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, OR OTHER CONDITIONS BEYOND OUR CONTROL.  
WE CARRY MANUFACTURERS', CONTRACTORS', AND EMPLOYERS' LIABILITY AND WORKMANS' COMPENSATION INSURANCE.

WE ACCEPT THE ABOVE PROPOSAL:

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

QUOTE GOOD FOR 30 DAYS

The Genuine. The Original.

Overhead Door Company of Rapid City

P.O. Box 3507

Rapid City, SD 57709

(605) 343-8300 \* FAX (605) 343-8158

ohdrapidcity@rushmore.com

By: \_\_\_\_\_ Mark \_\_\_\_\_



2-21-17  
6N

**ADDENDUM TO  
LABOR  
AGREEMENT**

**between**

**The City of Deadwood**  
*(Police Unit)*

**and**

**International Union of  
Operating Engineers**

**Hoisting and Portable Local No. 49**

This addendum to the agreement between the City of Deadwood, (hereinafter referred to as "EMPLOYER") and International Union of Operating Engineers, Hoisting and Portable Local No. 49 (hereinafter referred to as "UNION"), dated December 15, 2014.

WHEREAS, the purpose of this addendum is to modify the terms and conditions of the original agreement between EMPLOYER and UNION to provide for adjustments to employee wages, and health insurance premiums for the period February 21, 2017 through December 31, 2017; and

Based upon the representations and understanding of each party, EMPLOYER and UNION agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. EMPLOYER proposes and UNION accepts the employee wage scale, Attachment A, and which reflects the following agreements between EMPLOYER and UNION:
  - a minimum three percent (3%) increase plus any additional amounts necessary for certain officers in order for them to be placed on the scale.
  - implementation on a trial basis for the period February 21, 2017 through December 31, 2017;
  - wage step advancement is not automatic;
  - wage steps do not correspond with years of service;
3. EMPLOYER proposes and UNION accepts that employee health insurance premiums be cost-shared between the employee and the EMPLOYER, as illustrated on Attachment A, and shall include the following provisions:
  - Beginning February 21, 2017, EMPLOYER will pay the total premium for each single employee including the premium increase;

- Premium increases for family, spouse and children will be paid by the employee

4. This addendum is hereby incorporated into the agreement between EMPLOYER and UNION dated December 15, 2014 and both documents constitute the entire agreement of the parties. There are no other terms, conditions or understandings of any kind, expressed or implied.

5. This Addendum is effective February 21, 2017

6. The remainder of the provisions of the agreement between the parties dated December 15, 2014, shall remain in full force and effect.

*IN WITNESS WHEREOF*, the parties hereto set their hands and seals by their respective officers duly authorized to do so this \_\_\_\_ day of \_\_\_\_\_, 2017.

**EMPLOYER:**

City of Deadwood

**UNION:**

International Union of Operating  
Engineers – Hoisting and Portable  
Local No. 49

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Business Manager

Date \_\_\_\_\_

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

\_\_\_\_\_  
Recording-Corresponding Secretary

Date \_\_\_\_\_

ATTEST:

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

\_\_\_\_\_  
Business Representative

Date \_\_\_\_\_

# ATTACHMENT A

## CITY PROPOSED One Year Trial Pay Scale for Police Department from January 1, 2017 to December 31, 2017

\*Step Advancement is not Automatic

	Current	Step 1 1/1/2017	Step 2 +1.5%	Step 3 +3%	Step 4 +1.5%	Step 5 +3%	Step 6 +3%	Step 7 +3%	Step 8 +3%
Uncertified	\$ 19.53	\$ 20.12	\$ 20.42	\$ 21.03	\$ 21.35	\$ 21.99	\$ 22.65	\$ 23.32	\$ 24.02
Certified	\$ 21.71	\$ 22.36	\$ 22.70	\$ 23.38	\$ 23.73	\$ 24.44	\$ 25.17	\$ 25.93	\$ 26.71

		Pay and % Increase in order to be placed on scale	
		12/31/2016	3.00%
Police Det.	Alex Hamann	2/12/1990	\$ 22.78 \$ 23.46
Police	Kip Mau	2/18/1997	\$ 22.67 \$ 23.35
Police	Jim Olson	8/6/2006	\$ 22.20 \$ 22.87
Police	Justin Lux	9/7/2011	\$ 21.98 \$ 22.64
Police	Andrew Larive	4/17/2013	\$ 21.87 \$ 22.53
Police	Braxton McKeon	12/11/2014	\$ 21.71 \$ 22.36
Police	Heather Monson	3/8/2016	\$ 21.71 \$ 22.36
Police	Corey Shafer	7/8/2016	\$ 21.71 \$ 22.36
Police	Erik Jandt	1/1/2017	\$ 21.71 \$ 22.36
			\$ 23.73 \$ 0.95 4.17%
			\$ 23.38 \$ 0.71 3.13%
			\$ 23.38 \$ 1.18 5.32%
			\$ 22.70 \$ 0.72 3.28%
			\$ 22.70 \$ 0.83 3.80%
			\$ 22.36 \$ 0.65 3.00%
			\$ 22.36 \$ 0.65 3.00% **
			\$ 22.36 \$ 0.65 3.00%
			\$ 22.36 \$ 0.65 3.00%

## HEALTH INSURANCE PROPOSAL

Plan Type	per month	# months	premium was		orig amended	
			premium now	employee portion city	employee portion union	
SINGLE	\$ 485.75	12	\$ 5,829.00	\$ 270.84	\$	
FAMILY	\$ 1,490.77	12	\$ 17,889.24	\$ 831.12	\$ 560.28	
EMPL-SPOUSE	\$ 994.82	12	\$ 11,937.84	\$ 554.64	\$ 283.80	
EMPL-CHILDR.	\$ 919.52	12	\$ 11,034.24	\$ 512.76	\$ 241.92	

2-21-17  
60

**Ferguson Field Complex  
Use and Maintenance Agreement**

**THIS AGREEMENT** effective the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Lead-Deadwood School District #40-1, hereinafter referred to as **SCHOOL** and the City of Deadwood, hereinafter referred to as **CITY**.

**WHEREAS** the **SCHOOL** and the **CITY** are desirous of entering into an agreement where the **SCHOOL** shall contract for use of the Ferguson Field Complex owned by the **CITY**, now therefore, it is mutually understood by and between parties hereto as follows:

**SECTION 1**

The **CITY** agrees to rent to the **SCHOOL** for its use as follows; availability for Football Related activities commencing on January 1, 2017 to December 31, 2021

**SECTION 2**

**CITY** agrees to maintain the complex in a safe and usable condition. It is agreed between the parties that in the event the complex should become unsafe, inaccessible, unusable, or inoperable, through no fault of **CITY**, **CITY** will not be in breach. If large vehicles such as trailers, trucks, busses occupy the Ferguson Field Parking Lot, **CITY** shall coordinate removal of the vehicles. This agreement is divisible, and consideration will be pro-rated in the event the complex should become unusable for any reason.

**SECTION 3**

**SCHOOL** agrees to indemnify and hold **CITY** harmless from any and all liabilities, claims, demands, actions or causes of action in any way arising out of **SCHOOL'S** use of Ferguson Field and its accompanying facilities.

**SECTION 4**

**SCHOOL** agrees to list **CITY** as an additional insured party with **SCHOOL'S** insurance carrier. **SCHOOL** also agrees to provide **CITY** with a certificate of said insurance showing **CITY** as additional insured in the amount not less than one million dollars (\$1,000,000). This certificate shall be provided to **CITY** before **SCHOOL'S** use shall commence.

**SECTION 5**

**SCHOOL** releases **CITY** from any supervisory obligation and agrees to be completely responsible for the safety and health of all persons using the Ferguson Field Complex under this agreement during the term set forth above. **SCHOOL** agrees to be fully responsible for all damages, destruction or any other loss resulting to **CITY** as a result of the use of the Ferguson Field Complex by **SCHOOL** during scheduled events hosted by **SCHOOL**.

**SECTION 6**

**SCHOOL** agrees the **CITY** can rent or use the complex for other events or public purposes throughout the year, when the Ferguson Field Complex is not being used by the **SCHOOL**. If **CITY** rents or uses Ferguson Field, the **CITY** shall be responsible for the upkeep, maintenance, cleanup and repairs to the bleachers, lighting, bathrooms, concession stand, scoreboard or team meeting rooms and the athletic field associated with said uses.

**SECTION 7**

**SCHOOL** agrees to compensate **CITY** the sum of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) per month for the months of September, October, and November for the use of the Ferguson Football Field Complex. **SCHOOL** agrees to pay said sum in accordance with Section 1, above.

### SECTION 8

**SCHOOL** and **CITY** acknowledge the following items as expenses to the **CITY** which are associated with the Ferguson Football Field Complex rental amount.

- Electricity (Building and Field Lights)
- General Maintenance ( Painting, Concrete, as well as Restroom Cleaning and Trash Removal)
- Turf Care (Mowing, Fertilizer, Sod, Seed, Weed Spraying)
- Water and Sewer (Usage on the field and in the building)

### SECTION 9

**SCHOOL** and **City** acknowledge the following items as responsibilities to each party which are associated with the Ferguson Football Field Complex.

- Concession and Locker Room Space shall be cleaned by whichever party uses the spaces.
- Snow Removal: Parking Lot Provided by the **CITY**, field and bleachers done by **SCHOOL**
- Trash: **CITY** provides dumpster for removal, **SCHOOL** cleans the grounds during its use
- Field Turf: **CITY** cares for the field, **SCHOOL** performs extra mowing and marking for its use
- Water: **CITY** waters turf and turns the water on and off to the building as well as performs the winterization of the facilities
- Scoreboard: Owned and maintained by **SCHOOL**. Prior Memorandum of Understanding in place to set terms of the scoreboard
- Property Inventory: **CITY** and **SCHOOL** shall inventory the property of all equipment and identify ownership and tag appropriately annually
- Storage Space: **SCHOOL** shall only store items related to the complex on the property
- Youth Football Programs: Additional local youth football programs shall seek use of the complex and schedule with the **SCHOOL** directly.
- Scheduled Use of the Complex: **SCHOOL** shall provide the **CITY** with an annual schedule of dates the **SCHOOL** intends to use the facilities as early in the calendar year as possible.

### SECTION 10

This agreement constitutes the entire agreement between the parties hereto and pertaining to this matter and may not be modified or changed except by an expressed written agreement signed by both parties.

**IN WITNESS WHEREOF**, the said parties do hereto subscribe their names and affix their seals:

#### **CITY OF DEADWOOD**

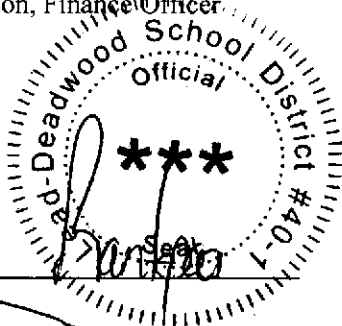
By: \_\_\_\_\_  
Chuck Turbiville, Mayor

ATTEST:

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

ATTEST:

*Mary Jo Nelson*



#### **LEAD-DEADWOOD SCHOOL DISTRICT 40-1**

By: *Signature Rogers*

2-21-17  
8A

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held February 21, 2017, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**1 - Retail (on-off sale) Wine :**

Notice of transfer for Angels Attic Uncorked, LLC (RW-20691), Lots 3 & 4, Block 1, Deadwood, SD at 732 Main Street.

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

Dated this 6th day of February, 2017.

CITY OF DEADWOOD

  
Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer – February 11, 2017

For any public notice that is published one time:

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

**NOTICE OF PUBLIC HEARING  
RELAXATION OF OPEN CONTAINER ORDINANCE  
FOR FORKS CORKS KEGS 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 February 21, 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:

**OPEN CONTAINER REQUEST:**

Friday April 7, 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 5:00 p.m. to 10:00 p.m.

Saturday April 8, 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 11:00 a.m. to 10:00 p.m.

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 February, 2017.

CITY OF DEADWOOD

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

Publish BH Pioneer: February 9, 2017

For any public notice that is published one time:

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



2-21-17  
8C

**RESOLUTION NO. 2017-09  
RESOLUTION OF INTENT  
TO ENTER INTO A LEASE WITH DEADWOOD LEAD ECONOMIC  
DEVELOPMENT, FOR OFFICE SPACE AT CITY HALL**

**WHEREAS**, the City of Deadwood owns the City Hall located at 102 Sherman Street; and

**WHEREAS**, Deadwood Lead Economic Development proposes to lease space to conduct business,

**WHEREAS**, pursuant to SDCL 9-12-5.2, a hearing will be held before the City Commission of the City of Deadwood, South Dakota, on Monday the 6th day of March, 2017 at 5:00 p.m., or soon thereafter, in the Commission Chambers located at 102 Sherman Street, Deadwood, South Dakota, to consider the adoption of this Resolution of Intent; now therefore,

**BE IT RESOLVED** by the City of Deadwood that the City hereby declares its intent to enter into an Agreement with a private party for the purpose of leasing office space.

Dated this 21st day of February, 2017.

CITY OF DEADWOOD

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

ATTEST:

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

RESOLUTION 2017-07

2-21-17

10 A

**A RESOLUTION ESTABLISHING COMMUNITY STANDARDS FOR USE OF  
BANNERS WITHIN DEADWOOD**

WHEREAS, City Ordinances require issuance of a permit and collection of fees for the display of a banner;

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes community standards to be complied with in regards to banners:

I. Background:

The City of Deadwood has been a destination for visitors since the incorporation of the City and a component of the history of Deadwood has been advertising local businesses in the form of banners. In the beginning, banners were traditionally made of fabric and today most banners are made of a vinyl material. This form of advertising is permitted with application and fee and during special events designated by the Deadwood City Commission annually.

II. Objectives:

The City of Deadwood desires to present itself, in terms of banners, in a manner that is acceptable to the business owners, the visitors, as well as the residents of Deadwood.

III. Guidelines:

- a. Materials: The City of Deadwood allows two types of material for banners; fabric (preferred) and vinyl. Metal grommets installed every two feet around the perimeter and two inches into the face of the banner, these are used for installation.
- b. Installation: Banners shall be tied to the grommets and to the building or other structure using white rope 1/8" in diameter or smaller or screwed or zip tied directly to the building or structure through the grommet holes only.
- c. Style Guide: Banners shall follow the City of Deadwood Style Guide in regards to use of the Deadwood Logo.
- d. Prohibitions: Banners shall not contain any profane, vulgar, obscene, explicit, or undignified text or images.

IV. Ordinance:

Banners are governed by City of Deadwood Codified Ordinance 15.32.150

Dated this 22nd day of February, 2017.

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

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson

Finance Officer

(seal)

## **ORDINANCE NUMBER 1257**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD**

### **15.32.150 Allowed Signs Subject to Permit**

Banners are allowed only with an approved permit and when used in connection with a special or civic event sponsored by a not-for-profit organization or a government agency. A permit is available through the City, at a rate related to fees listed in the city fee schedule. A permit and fee applies to each banner, per calendar year - multiple banners may be included in one application, however each banner in such application is subject to the fee.

- (a.) Special events shall be designated by the city commission annually by resolution.
- (b.) The permit fee may be waived for a nonprofit organization, provided it obtains a permit from the city.
- (c.) Banners shall be allowed to be placed no sooner than seventy-two (72) hours prior to the beginning of the event and removed within forty-eight (48) hours after the termination of the event.
- (d.) Applicants are encouraged to include the City of Deadwood's logo on all banners to promote the branding of Deadwood.
- (e.) A permit must be obtained, issued, and approved by the Zoning Administrator and the Building Inspector. Permits are not guaranteed to receive same day approval.
- (f.) All approved banners are issued permit stickers which must be displayed on the banner at all times.
- (g.) Banners shall not exceed ninety-six (96) square feet in area. No variances to this size limit may be approved by the planning and zoning commission.
- (h.) Banners shall be a single-piece with no attachments or additions, including but not limited to, the addition of any handwritten letters or symbols.
- (i.) Only one (1) banner may be placed on any one (1) side of a building or facade. Banners may be placed on temporary structures, including but not limited to, stages or fences that are constructed for special or civic events.
- (j.) An applicant who wishes to appeal the decision of the Zoning Administrator and the Building Inspector may appeal to the planning and zoning commission as provided by statute.
- (k.) All application for Banner Permits must be completed and received a minimum of forty-eight (48) hours prior to intended installation.

### 15.32.180 Enforcement--Violation--Penalty.

- (A.) The city building inspector is authorized and directed to enforce all provisions of this chapter.
- (B.) Removal--Notice--Lien. The city building inspector or his or her designee, in the case of any violation of this chapter, shall take immediate steps to require compliance, including the immediate removal of any signs or banners that do not conform with the provisions of this chapter. In addition to the following enforcement procedures, the city building inspector or his or her designee, is authorized to immediately remove any off-premises advertising sign or on-premise banner without prior notice to the owner thereof.
  - 1. If the city building inspector finds that any sign is in violation of the provisions of this chapter, he or she shall give written notice by registered or certified mail to the owner or person entitled to possession of the sign and the owner of the property where the sign is located. If such person fails to alter or remove the sign so as to comply with this chapter within five days after receipt of such notice, or within such longer time period as is specified in the notice, the building inspector shall cause such sign to be removed at the expense of the property owner and the person entitled to possession of the property or sign, and shall, upon the determination of such expense, certify the same to the finance officer.
  - 2. The finance officer shall notify the owner or the person entitled to possession of the sign and the owner of the property of the total cost incurred for such removal of the sign, and if that person fails within thirty (30) days after the date of the notification to pay the entire costs and expenses of such removal, then such costs and expenses shall become a lien against and shall run with the property, and the finance officer shall certify the same to the applicable county treasurer for collection in the same manner as general property taxes are collected.
  - 3. The amount certified by the finance officer to the county treasurer for collection shall include the actual cost of repair or removal of the sign, plus twenty-five (25) percent to cover administrative costs, penalties, collection costs, and interest.
- (C.) Other Penalties. In addition to any other penalties provided herein for the violation of this chapter, the city shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premises that fails to conform to the provisions of this chapter, including, but not limited to building permits, malt beverage licenses, and liquor licenses. Any person or entity found to be in violation of this chapter shall be subject to a fine of not more than that established for class 2 misdemeanors under state law. Each illegal sign shall be a separate offense. Each day during which the illegal sign remains posted shall remain a separate offense.

- (D.) Sign Fund. Fines collected for the violation of this chapter and as application fees shall be put into a sign fund, and shall be used exclusively to assist in the enforcement and administration of this chapter.

Dated this 6th day of March, 2017.

CITY OF DEADWOOD

---

Charles M. Turbiville, Mayor

---

ATTEST: Mary Jo Nelson, Finance Officer

First Reading: February 22, 2017

Second Reading: March 6, 2017

Published: March 9, 2017

Adopted: March 29, 2017

2-21-17  
10B

**RESOLUTION 2017-08**

**A RESOLUTION ESTABLISHING FINANCIAL GUARANTEES WHEN OBTAINING  
A COMMERCIAL BUILDING PERMIT**

WHEREAS, City Ordinances require a financial guarantee when obtaining a commercial building permit or Certificate of Occupancy;

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes financial guarantees to be complied with in regards to commercial building permits and Certificates of Occupancy as governed by City of Deadwood Codified Ordinance 17.04.120:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson

Finance Officer

(seal)

**ORDINANCE NUMBER \_\_\_\_\_**

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD

**17.04.120 Financial guarantees.**

**17.04.120.1 Commercial building permit**

- A. At the time of application for a commercial building permit for any commercial projects greater than \$100,000 the general contractor shall provide along with the permit application engineered plans for the work to be completed under the commercial building permit along with an estimated time of completion for the project. The developer shall also provide financial security in the form of a performance bond that is acceptable to the city attorney to secure the completion of improvements under the commercial building permit, including without limitation landscaping, building, site treatment and public improvements.
- B. In any instance where the developer seeks to act as general contractor for the project, the developer shall provide a performance bond, escrow funds with the city, letter of credit or other financial guarantee satisfactory to the city planning department to secure the completion of improvements under the commercial building permit including without limitation landscaping, building, site treatment and public improvements.
- C. The city planning department shall establish the amount and term of the performance bond taking into account the total value of the project sought under the commercial building permit as well as any costs of remediation should the developer fail to complete the project under the commercial building permit.
- D. The city planning department shall review the performance bond annually to ensure that it meets the full and current costs of installing and completing the improvements that it guarantees and may require the development developer to augment the bond or guarantee to meet such costs.
- E. If the improvements are not completed within the required time, the city planning department may cause them to be completed and collect against the performance bond or, if the guarantee is exhausted, against the developer for their full cost of completion.
- F. Requirements of this section are in addition to any requirements for financial guarantees under any other provision of this title.

#### **17.04.120.2 Certificate of Occupancy**

- A. If at the time of a request for a certificate of occupancy all work required by a commercial building permit or development agreement is not completed, the developer shall provide financial security in the form of an escrow of funds with the city, a letter of credit or other financial guarantee that is acceptable to the city attorney to secure the installation or completion of improvements required by this title or the terms of a development agreement, including without limitation, landscaping, building and site treatment, and public improvements.
- B. The city planning department shall establish the amount and term of the financial guarantee.
- C. The developer shall install or complete the improvements within the time specified in the development agreement.
- D. The city planning department shall review the financial guarantee annually to assure that it meets the full current cost of installing or completing the improvements that it guarantees and may require the developer to augment the guarantee to meet such costs.
- E. If the improvements are not completed within the required time, the city planning department may cause them to be completed and collect against the financial guarantee or, if the guarantee is exhausted, against the developer for their full cost of completion.
- F. The requirements of this section are in addition to any requirements for financial guarantees under any other provision of this title.



2-21-17 10C



**Albertson Engineering Inc.**

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

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

Date: February 10, 2017

*Structural Engineer (SER):*

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

*Client:*

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

Project Name: Retaining Wall Replacement/Repair  
Project Location: Deadwood, South Dakota  
SER Project #: 2017-045

### **PROJECT DESCRIPTION**

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

### **SCOPE OF SERVICES**

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

### **ENGINEERING CHARGES**

Compensation for our services shall be:

Services are to be billed at the SER's current standard hourly rate not to exceed Sixty Thousand dollars (\$60,000.00).

The SER's current standard hourly rate schedule is:

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

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

#### REIMBURSABLE EXPENSES

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

#### ADDITIONAL PROVISIONS

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

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

#### AUTHORIZED ACCEPTANCE

by Structural Engineer  
of Record (SER)

  
\_\_\_\_\_  
Signature

Mike Albertson, President  
\_\_\_\_\_  
Print Name and Title

02/10/17  
\_\_\_\_\_  
Date

by Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



**Albertson Engineering Inc.**

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

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

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



**Albertson Engineering Inc.**

## EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the letter of agreement dated February 10, 2017 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

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

Basic Services	Included	Not Included	Remarks
<b>PROJECT DEVELOPMENT PHASE</b>			
1. Define Scope of Structural Services	X		
2. Assist in Development of Schedule	X		
3. Assist in Determining Channels of Communication	X		
4. Assist in Determining Number of Meetings and Number of Site Visits			
<b>CONTRACT DOCUMENTS PHASE</b>			
1. Prepare Structural Design of Primary Structural System	X		
2. Designate Elements to be designed by Specialty Engineers, and Specify Structural Criteria for Specialty Engineers Design of Pre-Engineered Structural Elements.	X		
3. Review Effect of Secondary or Non-Structural Elements Attached to Primary Structural System	X		
4. Attend Meetings	X		
5. Assist in Coordination with Building Code Officials	X		

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

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

## ADDITIONAL SERVICES

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



**Albertson Engineering Inc.**

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

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

## **EXHIBIT B - Terms and Conditions**

This is an exhibit attached to and made a part of the agreement dated February 10, 2017 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

### **Section I - General**

#### **1.1 This Agreement**

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

#### **1.2 General Obligations of the SER and the Owner**

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

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

### **1.3 Definitions**

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

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

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

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

## Section 2 - Basic Services

### 2.1 General

2.1.1 The Basic Services of the SER shall include the analysis of, design of, preparation of drawings and specifications for; review of structural submittals related to; and construction observation of the Primary Structural System, as designated in Exhibit A.

2.1.2 Provide Structural criteria for Pre-Engineered Structural Elements, if required by Exhibit A. This includes the type of element, position within the structure, connection to the Primary Structural System, the loading and deflection criteria, and the required shop drawing and calculation submittal requirements

2.1.3 Review the effect of Secondary elements on the Primary Structural System and design the Primary Structural System to accept and support such items. The contract documents shall provide information regarding the supporting capability and physical attachment limitations of the Primary Structural System.

2.1.4 Submittal Review:

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

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

2.1.5 Construction Observation:

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

Prepare construction observation reports.

## Section 3 - Additional Services

### 3.1 General

3.1.1 Services beyond those outlined under Basic Services may be requested. These services may be provided by the SER under terms mutually agreed upon by the Client and the SER.

3.1.2 Special Services are services that may or may not be foreseen at the beginning of design stages, and are not normally included as Basic Services. Examples include, but are not limited to:

- 1) Tenant-related design services.
- 2) Services related to special dynamic analyses such as spectrum or time-history response to seismic forces, or floor-response analysis for footfall or vibratory equipment.
- 3) Services related to special wind analyses, such as wind-tunnel tests, etc.
- 4) Services related to "seismic risk" analysis.
- 5) Studies of various schemes to accommodate special energy requirements.
- 6) Services connected with the preparation of documents for alternate bids or for segregated contracts for phased or fast track construction.
- 7) Continuous and/or detailed inspections of construction.
- 8) Design or field observations of shoring and bracing for excavations and buildings, or underpinning of adjacent structures.
- 9) Design or review related to contractor's construction related equipment, e.g., cranes, hoists, etc.
- 10) Design of swimming pools.
- 11) Design for future expansion.
- 12) Filing application for and obtaining a building permit.
- 13) Preparation of "as-built" or record set of drawings.
- 14) Preparation of shop or fabrication drawings, for example, tilt-up wall panel drawings, reinforcing and structural steel detailing, etc.
- 15) Review and determination of structural fire resistance requirements.
- 16) Providing construction observations in excess of those required determining if construction is in general conformance with the structural portions of the construction documents.



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

Examples include, but are not limited to:

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

## **Section 4 - Fees and Payments**

### **4.1 Fees and Other Compensation**

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

### **4.2 Payments on Account**

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

### **4.3 Late Payments**

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

## **Section 5 - Insurance, Indemnifications & Risk Allocation**

### **5.1 Insurance**

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

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

## **5.2 Indemnifications**

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

## **Section 6 - Miscellaneous Provisions**

### **6.1 Reuse of Documents**

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

### **6.2 Opinion of Probable Construction Costs**

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

### **6.3 Hidden Conditions**

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

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

## **6.4 Termination, Successors and Assigns**

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

## **6.5 Disputes Resolution**

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

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



2-21-17  
10D  
Kevin Kuchenbecker  
Historic Preservation Officer  
Telephone (605) 578-2082  
Kevin@cityofdeadwood.com

## MEMORANDUM

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**Date:** February 10, 2017  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
Ron Green, Public Works Director  
Bob Nelson, Jr., Zoning/City Planner  
**Re:** Grandstand Repairs

---

Due to bids coming in lower than budgeted for the roof replacement project at the Days of 76 Rodeo Grounds Grandstands, we would desire to address the life-safety issues on the walkways with the following repairs this year:

1. Replace the wood deck boards with new composite boards.
2. Provide necessary blocking for the new stadium seating to be installed. The seating (recently approved) is the flip down seating from a professional stadium. The connection location is a foot which will be bolted down to the structure.
3. Replacement of the existing log rail with a new log rail of equal diameter.
4. Structural investigation and suggestion of replacement of log post elements behind seats that have degraded, with the intent to identify as many locations as logical without completing any selective demolition.
5. Rebuild existing ramp to meet the current ADA accessibility codes for travel distance, height, and guard/handrails.

City staff has received a proposal for the above repairs at the Days of 76 Rodeo Grounds Grandstand for a proposed cost of \$9,600.00 from TSP.

**Recommend Motion:** *Move to recommend approval of the Days of 76 Rodeo Grounds Grandstands repairs in the amount of \$9,600.00 from the HP Capital Assets Line Item for Rodeo Ground Improvements.*



To Solve. To Excel. Together.

600 Kansas City Street  
Rapid City, SD  
57702

phone (605) 343-6102  
fax (605) 343-7159

[www.teamtsp.com](http://www.teamtsp.com)

Architecture  
Engineering

November 17, 2016

City of Deadwood  
Robert Nelson Jr  
108 Sherman Street  
Deadwood, SD 57732

Re: City of Deadwood Grandstand Repairs  
TSP No: P3161171

Dear Mr. Nelson,

Both Chris Heiser and I have met with Ron Green to walk the Grandstands on October 31, 2016. Attached is a diagram that outlines the areas in question we have discussed requiring repair and/or alterations. We anticipate this effort being a structural and architectural effort only.

### **Project Scope**

#### **Facilities**

The project scope is as follows:

1. Replace the wood deck boards (refer to indicated) with new composite boards.
2. Provide necessary blocking for the new stadium seating to be installed. The seating as discussed is anticipated to be recycled flip down seating from a professional stadium. The connection location is a foot which will be bolted down into the structure.
3. Replacement of the existing log rail with a new log rail of equal diameter.
4. Structural investigation and suggestion of replacement of log post elements behind seats that have degraded. We intend to identify as many as locations as logical without completing any selective demolition. In response we will ask for unit pricing to be provided in the bid documents for any additional locations are determined to be unstable once demolition has been completed.
5. Rebuild existing ramp to verify we are meeting current ADA accessibility codes for travel distance, height, and guard / hand rails.

### **Process**

We anticipate the following delivery process.

1. 75% Design Review
  - a. Review progress set and conceptual design layout.
2. 100% Construction Documents
  - a. Construction documents for permit approval.

#### **Construction Administration**

- During construction review and approve submittals as needed.
- Address Requests for Information.
- Inspect construction and equipment installation per contract documents.
- Site Visits (2) two visits including substantial completion walk through.

Marshalltown, IA  
Marshall, MN  
Minneapolis, MN  
Rochester, MN  
Omaha, NE  
Rapid City, SD  
Sioux Falls, SD  
Sheridan, WY

### Fees

We propose a fixed fee of \$9,600. Work will be billed monthly based on percentage complete for the applicable phase.

### Reimbursable Expenses

- Printing as necessary for design review and construction.
- Mileage and travel expenses.

\*Not included are all applicable taxes and reimbursable expenses.

If this service proposal meets your expectations, please let us know and we will formally issue an AIA contract for your signature. Please don't hesitate to contact me with any questions you may have.

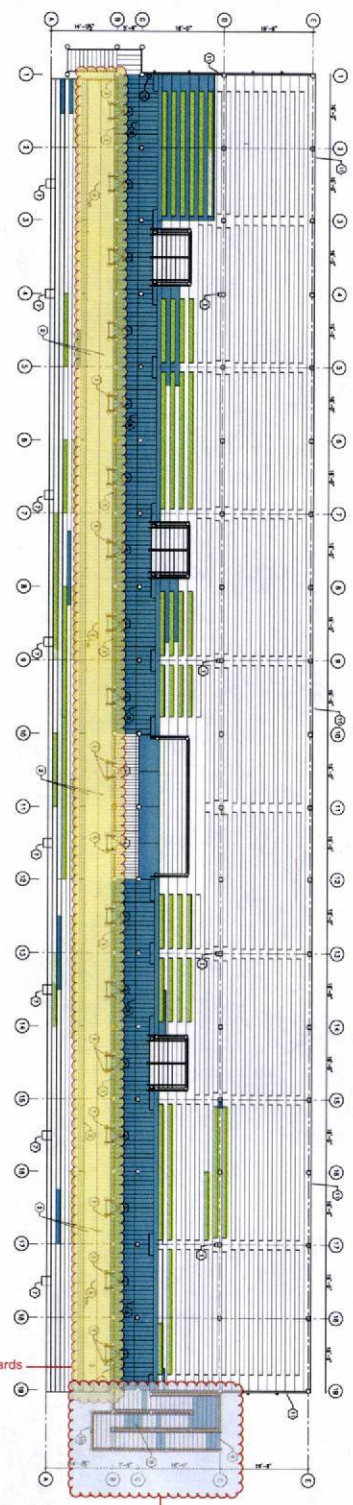
Sincerely,

A handwritten signature in black ink, appearing to read 'E. Monroe', with a stylized flourish at the end.

TSP  
Eric C. Monroe, AIA  
Principal/Senior Architect

Encl: A-101

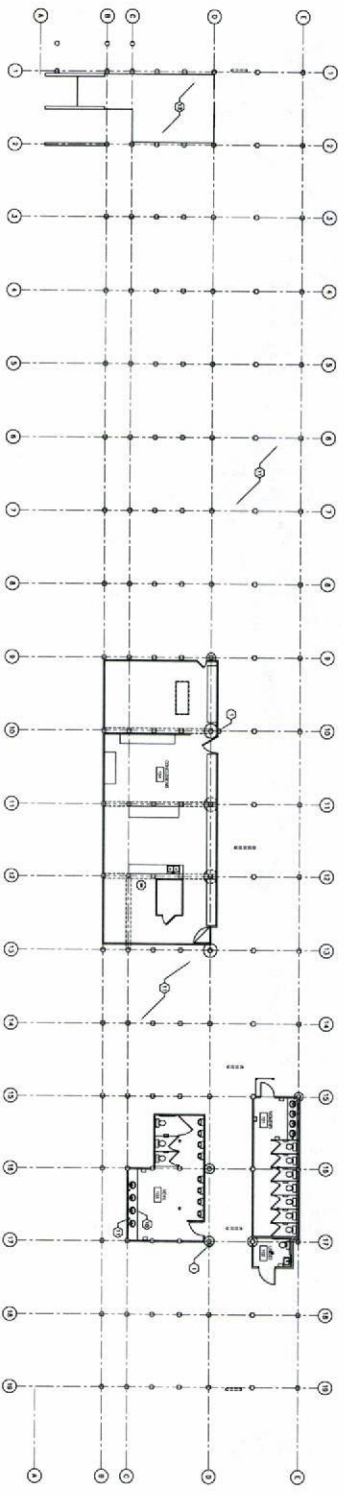
**DEMOLITION FLOOR PLAN GRANDSTAND**  
 SCALE: 1/8" = 1'-0"



Replace deck boards

Redesign and build ramp to meet ADA

**DEMOLITION FLOOR PLAN CONCOURSE**  
 SCALE: 1/8" = 1'-0"



**SHEET GENERAL NOTES**

1. ALL SUBJECTS SHOWN SHALL BE DEMOLISHED PER THE CITY OF DALLAS DEMOLITION ORDINANCE.
2. EXISTING CONDITIONS SHALL BE SHOWN IN THE PLAN.
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**SHEET KEYNOTES**

1. EXISTING FLOOR FINISHES TO BE REMOVED FROM THE EXISTING FLOOR.
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**LEGEND**

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**TSP**  
 The South Texas Project  
 1001 E. 10th St.  
 Suite 100  
 Houston, TX 77002  
 Phone: (713) 555-1111  
 Fax: (713) 555-1112  
 Email: info@tsp.com  
 Website: www.tsp.com

City of DALLAS  
 Office of Planning  
 1001 E. 10th St.  
 Suite 100  
 Houston, TX 77002

**A-101**

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD**  
**AND TSP, INC.**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and TSP, Inc. with its principal place of business located at 600 Kansas City Street, Rapid City, South Dakota 57702; hereinafter referred to as "TSP."

**WHEREAS**, TSP; has agreed to provide design review, construction documents and construction administration for the repair work on the Grandstands in a total amount not to exceed Nine Thousand Six Hundred Dollars and no/100's (\$9,600.00); and

**WHEREAS**, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which TSP shall provide its services; and

**WHEREAS**, the CITY has accepted the proposal from TSP, 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. TSP shall review the progress set and conceptual design layout;
3. TSP shall provide construction documents for permit approval;
4. TSP shall provide construction administration as follows:
  - Approve submittals as needed;
  - Address requests for information;
  - Inspect construction and equipment installation per contract documents, and
  - Conduct two site visits including substantial completion walk through.
5. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;



6. No further changes or additional work will be approved by the CITY, unless approved in writing by both CITY and TSP;
7. TSP shall perform the work described herein in a qualified workmanlike manner;
8. TSP shall indemnify, defend and hold CITY harmless from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expenses including attorney fees arising out of or in connection with any conduct or work of TSP as set forth in this Agreement;
9. TSP shall comply with all state, federal, and local statutes or ordinances concerning labor laws and building code provisions;
14. TSP 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;
15. This Agreement and the rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the state of South Dakota;
16. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to TSP, and
17. 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

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

ATTEST:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

TSP

\_\_\_\_\_

By: \_\_\_\_\_

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of TSP whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

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

2-21-17  
10 F

CITY OF  
**DEADWOOD**

**PUBLIC WORKS DEPARTMENT**

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

February 21, 2017

**MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION**

From: Ron Green

Subject: Lower Main Welcome Center Project CO #8

**SUMMARY**

Change Order #8 for the Lower Main Welcome Center Project includes a credit for some work not required and an additional cost for some work not indicated in the bid documents.

- A credit of \$2,042.00 for relocation of a traffic signal control box is included. This control box, for the traffic signal at the intersection near Tin Lizzies, is scheduled to be replaced and relocated in 2018 by the SDDOT with their road project. The Welcome Center Project will be able to be completed by adjusting the curb line at the south street entrance to the building.
- The construction documents did not include framing and rock facing for the fireplace chimney above the roof line. This portion of the chimney will be visible and noticeable from the new bridge across Whitewood Creek and the Whitewood Creek Trail. It is the recommendation of our consultant, and City Staff agrees, to include this work. The cost for this additional work is \$5,672.00.

**RECOMMENDATION**

It is my recommendation that the Commission approve Change Order #8 for the Lower Main Welcome Center Project for the net amount of \$3,632.00.

# CHANGE ORDER

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
FIELD ☐  
OTHER ☐

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

CHANGE ORDER NUMBER: Eight (8)

DATE: 2/16/2017

ARCHITECT'S PROJECT NO: 1453

TO CONTRACTOR:

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

CONTRACT FOR: General Construction

CONTRACT DATE: 12/22/2015

The Contract is changed as follows:

CA Contractor

PR #	COR #	Description	Action	Amount
PR#33R		Traffic Control Box at HWY-85 & Main St.	Sub	(\$2,040.00)
PR#38		Fireplace Chimney	Add	\$5,672.00

Total Add \$3,632.00

Not valid until signed by the Owner, Architect and Contractor

The original (Contract Sum)(Guaranteed Maximum Price) was .....\$ 6,307,450.00  
Net change by previously authorized Change Orders.....\$ 179,227.99  
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was .....\$ 6,486,677.99  
The (Contract Sum)(Guaranteed Maximum Price) will be (increased) (decreased)  
(unchanged) by this Change Order in the amount of .....\$ 3,632.00  
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be.....\$ 6,490,309.99  
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

Chamberlin Architects

Address

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

CONTRACTOR

Ainsworth-Benning Construction Inc

Address

345 Industrial Dr.  
Spearfish, SD 57783

OWNER

City of Deadwood

Address

102 Sherman St.  
Deadwood, SD 57732

BY

BY

BY

DATE

2/16/17

DATE

2-16-17

DATE

CITY OF  
**DEADWOOD**

**PUBLIC WORKS DEPARTMENT**

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

2-21-17

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February 21, 2017

**MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION**

From: Ron Green

Subject: Recreation Center Pool Heater

**SUMMARY**

The pool heater for the swimming pool at the Deadwood Recreation Center is having major problems. The primary issue is the heat exchanger that is rusting and falling apart. Checking with our pool suppliers and on-line we have the received pricing to make the necessary repairs as well as pricing to replace the entire heater.

- Cost for replacement/ repair parts and shipping is quoted at \$6,276.57
- The low quote to replace the entire heater is \$10,385.99 delivered.

The life expectancy for pool heaters is 8-10 years, our heater is 7 years old.

Lead-time for shipping is 28 days for both options.

The new heater would come with a 1 year warranty

While we are being able to maintain pool temperature, at this time, we are not sure how long we will be able to keep the system working.

City staff will be able to do the installation for either option, however, the gas valve settings/adjustment will require some professional consultation.

**RECOMMENDATION**

It is my recommendation that the Commission approve the purchase of the entire heating unit for \$10,385.99 from Doheny's Pool Supplies.

## Lowest Prices Guaranteed!

Company: Deadwood Recreation Center Date: 2/16/17  
 Attention: John Email: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: Deadwood St: SD Zip: 57732  
 Phone: 605 578 3729 Fax: \_\_\_\_\_ Quote Expires: 3/6/17 Quoted By: Barb

ITEM #	DESCRIPTION	QTY	PRICE	TOTAL
1000 PENT	PowerMax Heater PM0500NACC2PJN	1	\$10,375.00	\$10,375.00
	HTR INDR/OUTDR			
	W/PMP CI CU NI HX			\$0.00
				\$0.00
				\$0.00
				\$0.00
	Please sign that this is the correct heater and part number.			\$0.00
				\$0.00
				\$0.00

PAGE SUBTOTAL \$10,375.00  
 HANDLING FEE \$10.99  
 SALES TAX (if applicable) \_\_\_\_\_  
 TOTAL DELIVERED \$10,385.99

NOTES: All discounts applied. Please allow 5 weeks for delivery. This includes the 28 day lead time.