#### 00CITY OF DEADWOOD 102 SHERMAN STREET AGENDA

Regular Meeting 5:00 p.m. October 17, 2016

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 October 3, 2016
- 4. APPROVE BILLS
- 5. ITEMS FROM CITIZENS ON AGENDA
  - A. Nicole Doub, Head Conservator from Maryland Conservation Archeological Library regarding Historic Preservation metal conservatory project

#### 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. Approve property tax abatement for parcel 30875-00300-030-05 in the amount of \$492.00. James and Laura Lee to City of Deadwood.
- B. Permission to grant Water Foreman, Randy Pfarr, the cell phone allowance of \$23.08 per pay period effective October 27, 2016
- C. Approve Job Description for the City Archives Internship Program
- D. Permission to increase wage of Parking Ramp Attendant Andrew Goodwin from \$9.15 hr. to \$9.69 hr. effective October 21, 2016 after one year of service, and Rec Center Receptionist Susan Stalder from \$9.69 hr. to \$9.82 hr. effective October 31, 2016 after 4 years of service.
- E. Permission to hire Andrea Barth as police reserve officer effective October 18, 2016
- F. Approve reduction in contract amount with Schmidt Construction for concrete work from \$19,100.00 to \$13,500.00. Contract was signed by city on October 3, 2016.
- G. Permission for Mayor to sign contract with Ainsworth Benning for retaining wall at Guy and Forest in the amount of \$74,400.00. (approved October 3, 2016)

#### 7. BID ITEMS

#### 8. PUBLIC HEARINGS

- A. Hold public hearing for petition to Vacate a Portion of Street Right-of-Way of Williams St. and possible passage of Resolution 2016-17 to Vacate Portion of Williams Street
- B. Hold public hearing continued from September 19 regarding intent to lease public property to Deadwood Chamber at 501 Main and adopt proposed agreement. Permission for City Attorney to prepare contract.

#### 9. OLD BUSINESS

A. Upon review of sidewalk modification as submitted by Dave Stafford Architecture, request Mayor to sign easement agreement from Berg Jewelry to allow for staircase encroaching upon sidewalk at 650 Main. (continued from October 3, 2016)

#### 10. NEW BUSINESS

- A. Discussion and possible action to surplus 1,363 square feet of city property adjacent to 424 Williams Street.
- B. Second Reading of Ordinance #1247 to amend Chapter 5.28 Vending, and require non-profits to follow application process
- C. Second Reading of Ordinance #1248 to amend Chapter 3.20 to Continue Business Improvement District 7
- D. Second Reading of Ordinance #1249 to amend Chapter 3.16 to Continue Business Improvement District 1-6
- E. Second Reading of Ordinance #1250 to amend Chapter 17.68.090 and 17.68.100 Concerning Demolition by Neglect and Minimum Maintenance Ordinance Change
- F. Permission to contract with Split Rock Studios for Design Development package in the amount of \$58,840.00, to be paid from Welcome Center Capital Project Fund. If approved, permission for Mayor to sign agreement.
- G. Make the following reappointments to Deadwood Library Board: Raul Ponce De Leon from January 1, 2017 through December 31, 2017, Charlene Miller and Dawn Burns from January 1, 2017 to December 31, 2018.
- H. Permission to hire Lance Sandidge for vacant position in Water Department effective October 24, 2016 at \$17.87 hr., which is 90% of prevailing wage. Also request permission to advertise in house for vacant position in Parks Department for five days.
- I. Approve Change Order 1 for St. Ambrose Cemetery Preservation Phase VI in the amount of \$13,750.00 and ten additional days. Change order is for additional work on three plots and brings total contract to \$309,250.00.
- J. Increase Albertson Engineering 2016 consulting contract from \$60,000.00 to 90,000.00.
- K. Approve Change Order 3 for 84 Van Buren retaining wall project. Change order is for seeding disturbed lawn and sodding disturbed lawn in the amount of \$1,018.62, bringing total contract to \$258,065.96
- L. Approve Change Order 2 for 50 Van Buren retaining wall project. Change order is for adding spindles to railing and rapid grow hydro-seeding in the amount of \$1068.02, bringing total contract to \$160,414.77
- M. Approve Change Order 1 for Shine Street retaining wall project. Change order is for omission of rock leveling pad and replacement with concrete footing with rebar in the amount of \$4,366.60, bringing total contract to \$118,166.60.

# 11. <u>INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS</u>

No action can be taken

#### 12. EXECUTIVE SESSION

Executive Session for Union Matters per SDCL 1-25-2 (4) with no action Executive Session for Legal Matters per SDCL1-25-2 (3) with possible action

#### 13. ADJOURNMENT

The Regular Session of the Deadwood City Commission convened on October 3, 2016 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Turbiville called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins and Commissioners David Ruth Jr., Mark Speirs, and Gary Todd. Commissioner Jim Van Den Eykel was absent. All motions passed unanimously unless otherwise stated.

#### **APPROVAL OF MINUTES**

Speirs moved, Ruth seconded to approve the minutes of September 19, 2016. Roll Call: Aye-All. Motion carried.

<u>SEPTEMBER, 2016 PAYROLL:</u> COMMISSION, \$4,096.14; FINANCE, \$24,770.27; PUBLIC BUILDINGS, \$6,706.93; POLICE, \$79,692.26; FIRE, \$7,418.88; BUILDING INSPECTION, \$5,397.76; STREETS, \$41,726.14; PARKS, \$35,367.49; PLANNING & ZONING, \$7,154.49; LIBRARY, \$9,670.31; RECREATION CENTER, \$18,956.26; HISTORIC PRESERVATION, \$23,782.24; WATER, \$20,321.38; MT. MORIAH, \$6,978.40; PARKING METER, \$16,466.09 TROLLEY, \$29,757.26; PARKING RAMP, \$9,344.31 **PAYROLL TOTAL:** \$347,606.61

#### **SEPTEMBER, 2016 PAYROLL PAYMENTS:**

Internal Revenue Service, \$85,456.47; S.D. Retirement System, \$35,911.02; Delta Dental, \$4,008.96.

#### APPROVAL OF DISBURSEMENTS

Ruth moved, Speirs seconded to approve the October 3, 2016 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	CONTRACT	366.80
A & B WELDING	SERVICE	42.82
A & I DISTRIBUTORS	SERVICE	163.41
ADVANCED ENGINEERING	PROJECT	8,914.90
AINSWORTH-BENNING	PROJECT	266,256.00
ALSCO	SUPPLIES	228.10
AMERICAN SODA FOUNTAIN	FOUNTAIN	3,146.67
ANFINSON, BONNY	REIMBURSEMENT	209.80
ARLETH LAND SURVEYING	PROJECT	2,120.00
ASSOCIATED BAG	SUPPLIES	1,101.26
ATCO INTERNATIONAL	SUPPLIES	150.00
BARCO PRODUCTS BH CHEMICAL	TABLES	5,459.51
BH MINING MUSEUM	SUPPLIES GRANT	731.09
BH SECURITY	SERVICE	553.38
BH SPECIAL SERVICES	CLEANING	194.70
BLR	HANDBOOK	3,450.00 536.99
BURLESON, BILL	REIMBURSEMENT	365.40
CAI CONSTRUCTION	PROJECT	26,810.00
CENTURY LINK	SERVICE	186.60
CHADWICK, JIM	PROJECT	1,100.00
CHAMBERLIN ARCHITECTS	PROJECT	3,664.58
COCA COLA	SUPPLIES	582.60
CONVERGINT TECHNOLOGIES	PROJECT	2,713.92
CUSTER COUNTY	GRANT	2,377.90
DEADWOOD ALIVE	BURIAL	300.00
DEADWOOD CHAMBER	MARKETING	6,226.60
DEADWOOD ELECTRIC	SERVICE	265.32
DEADWOOD GRANITE	HEADSTONE	650.00
DEADWOOD GULCH SALOON	REFUND	60.00
EAGLE ENTERPRISES	LIGHTS	28,793.58
ECOLAB	SERVICE	90.00
EDDIE'S TRUCK CENTER	SUPPLIES	73.64
EMERY-PRATT	BOOKS	73.36
FIRST NATIONAL CREDIT CARD	SUPPLIES	571.03
FMG ENGINEERING	PROJECT	788.12
FOOTHILLS SEED	SUPPLIES	180.00
FREEMAN'S ELECTRIC	PROJECT	101.84
GAYLORD BROS	STORAGE	820.80
GENERAL TRAFFIC	SIGNS	4,665.00
GUNDERSON, PALMER, NELSON HAWKINS	SERVICE	4,619.46
HILLS MATERIALS	SUPPLIES	1,001.25
INTERSTATE BATTERY	SUPPLIES	240.05
JACOBS WELDING	SUPPLIES	322.00
L.L. BEAN	SERVICE	69.60
LAWRENCE CO. REGISTER	AWARDS FEES	454.89
LAWSON PRODUCTS	SUPPLIES	150.00 58.71
LEWIS, TRACY	PROJECT	10,000.00
LIBERTY NATIONAL BANK	TIF	873.23
LYNN'S	SUPPLIES	796,51
MACROVISION	SERVICE	750.00
MCGRATH, RHONDA	REIMBURSEMENT	19.62
MENARD'S	SUPPLIES	10.47
MERTENS, KENNETH	REIMBURSEMENT	359.00
MIDCONTINENT	TESTING	20.25
MIDWEST TAPE	DVD	356.16

MITZI'S BOOKS	BOOKS	98.29
MDU	SERVICE	2,578.31
MORRISON, RONDA	REIMBURSEMENT	275.54
MS MAIL	SERVICE	971.27
MUTUAL OF OMAHA	INSURANCE	191.44
NEIGHBORHOOD LENDING	CONTRACT	13,025.25
NEVE'S UNIFORMS	UNIFORMS	600.00
NEWELL MUSEUM	GRANT	1,157.70
NORTH SHORE COMPRESSOR	SUPPLIES	742.92
NORTHWEST PIPE FITTINGS	SUPPLIES	231.33
OFFICE DEPOT	SUPPLIES	59.96
OTIS ELEVATOR	CONTRACT	124.98
OWENS INTERSTATE	SUPPLIES	29.64
PANNIER	PANELS	3,695.00
PEPPMEIER, JANICE	REIMBURSEMENT	441.70
PETTY CASH	LIBRARY	47.00
PRAIRIE PLAINS CONSTRUCTION	PROJECT	24,867.39
QUILL	SUPPLIES	274.74
RAIN DROP PRODUCTS	OMNIPOD	6,090.00
RASMUSSEN MECHANICAL	SERVICE	792.29
RCS CONSTRUCTION	PROJECT	110,736.00
RENNER, DONOVAN	REIMBURSEMENT	267.19
ROGERS CONSTRUCTION	CLEANUP	14,642.90
RUSHMORE FENCING	FENCE	32,996.35
S&C CLEANERS	CLEANING	2,470.00
SD DEPT. OF TRANSPORTATION	CHG ORDER	10,111.66
SD LIBRARY ASSOCIATION	CONFERENCE	260.00
SD MUNICIPAL LEAGUE	REGISTRATION	180.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SD STATE ARCHIVES	MICROFILM	28.80
SERVALL	SUPPLIES	1,629.90
SOUTHSIDE OIL	GASOLINE	11,660.00
SPECIALTY VEHICLES	SUPPLIES	934.33
STURGIS AUTO PARTS	SHOCKS	400.27
TENNANT SALES	SUPPLIES	1,888.76
THE LORD'S CUPBOARD	RECYCLING	82.56
THORPE, DEB	BEDDING	13.83
TOMS, DON	PROJECT	780.00
TRIPLE K	SERVICE	2,590.89
TRUGREEN	SERVICE	296.50
TSP	PROJECT	6,774.55
TWILIGHT	SUPPLIES	119.40
TWIN CITY HARDWARE	SUPPLIES	10,432.46
VAST	SERVICE	2,848.85
VERIZON WIRELESS	SERVICE	40.01
VIEHAUSER ENTERPRISES	PROJECT	3,433.56
WELMARK	INSURANCE	45,529.67
WEST RIVER HISTORY	CONFERENCE	55.00
WESTERN STAR	SUPPLIES	751.64
WHITE'S CANYON MOTORS	SUPPLIES	91.72

TOTAL \$713,558.47

#### ITEMS FROM CITIZENS ON AGENDA

#### **Proclamations**

The Mayor read a proclamation declaring October 3, 2016 as World Habitat Day in Deadwood. Renee Keech spoke briefly about World Habitat.

#### Request

Steve Sjomeling, on behalf of Lead-Deadwood Regional Hospital, asked the Commission to allow exception from the sign ordinance to display a banner during the month of October for Breast Cancer Awareness month and waive fee. Todd moved, Speirs seconded request. Roll Call: Aye-All. Motion carried.

#### <u>Presentation</u>

Marc Oswald, Managing Partner of Deadwood Mountain Grand, thanked the Commission, and introduced Robert Ekman, CEO of Deadwood Mountain Grand, who gave a presentation regarding Chalets at Deadwood Mountain Grand. Ekman stated the chalets would have 103 one or two bedroom units. Partner Marc Oswald also spoke on behalf of owners. Commissioner Ruth thanked those present from the project for taking input from the community, but the community also takes the protection of the Historic Landmark status seriously. Mark Hansen and Don Hansen, McGovern Hill Residents, voiced their concerns as did resident Georgeann Silvernail. Lynn Namminga, Historic Preservation Commissioner, reminded residents Historic Preservation is about preserving character of the community. After much discussion, Ekman stated they would be visiting with the residents on McGovern Hill. Commission thanked everyone for coming.

#### **CONSENT**

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

- A. Purchase annual holiday garland and greens from Trinity United Methodist Church youth at cost of \$1,690.00 from Bed and Booze community promotion.
- B. Accept resignation from seasonal Trolley Driver, Doug Magnuson, effective September 25, 2016.
- C. Permission for Mayor to sign Oakridge Cemetery Replacement Certificate of Purchase for Earl and Maxine Engebretson.
- D. Permission for Mayor to sign contract with Forgey Construction to repair sidewalk across from the library for \$5,500.00 (approved September 19, 2016)
- E. Permission for Mayor to sign contract with Schmidt Construction to replace street panels on Pleasant Street and Shine Street for \$19,100.00 (approved September 19, 2016)
- F. Permission to purchase 100 tons of road salt from Black Strap Inc. at \$82.00 per ton.
- G. Permission to purchase 300 tons of sanding fines from Hills Material at \$14.80 per ton
- H. Permission to make application for Natural Resources Damage Assessment (NRDA) funding for Whitewood Creek Restoration
- I. Pass Resolution 2016-20 to Appoint BID 7 board members

# RESOLUTION 2016-20 DESIGNATING BUSINESS IMPROVEMENT DISTRICT NO. 7 BOUNDARIES AND

#### APPOINTING BUSINESS IMPROVEMENT DISTRICT NO. 7 BOARD MEMBERS

WHEREAS, the City of Deadwood has by previous resolution, ordinances, and action established and designated the boundaries of Business Improvement District No. 7 for the City of Deadwood pursuant to SDCL 9-55-5; and

**WHEREAS,** SDCL 9-55-5 requires the appointment of a Business Improvement District's Board by the Mayor, with the approval of the governing body; and

**BE IT RESOLVED** by the City of Deadwood, by its Mayor and with the approval of the City Commission, having first established the above boundaries, that the following members are appointed to the Business Improvement District Board District No. 7 for a term of one (1) year from August 1, 2016 through July 31, 2017:

Diana Graham-Mineral Palace

Willie Welchel-Gold Country Inn/Deadwood Station

Pat Roberts-Best Western Hickok House

Joe Henning-BH Inn and Suites

Caleb Arcenault-Cadillac Jack's/Springhill Suites/Hampton Inn

Gordon Mack-Cedarwood Inn

Susan Kightlinger-Deadwood Mountain Grand

Ken Gienger-Celebrity/Branch House

Tracy Island-Comfort Inn

Ron Island-Super 8

Charles Brimmer-Bullock Hotel

Dave Larson-Deadwood Dick's

Sue Hayes-Deadwood Gulch Resort

Michael Trucano-Hickok Hotel/Iron Horse Inn

Michelle Fischer-The Hotel by Gold Dust

Amber Diers-777/Gold Dust Lodging (Holiday Inn Express)/Hotel by Gold Dust

Steve Schaeffer-First Gold

Tom Rensch-Franklin Hotel

Court French-Thundercove

Dexter Koehne-Butch Cassidy Suites

Blake Haverberg-Martin Mason

Anthony Galbraith-Lodge at Deadwood

Tom Koth-Madame Peacock's

Dated this 3rd day of October, 2016

ATTEST:

CITY OF DEADWOOD

/s/ Mary Jo Nelson, Finance Officer

/s/ Charles Turbiville, Mayor

- J. Accept Public Works Director's recommendation to increase hours of custodian Karla Dower from 19 hours per week to 29 hours per week and add certain benefits effective October 9
- K. Permission to purchase 5500 gallons of gasoline from Southside at \$2.12 per gallon
- L. Permission to increase wages for the following employees: Police Reserve Casey Nelson from \$12.19 hr. to \$13.80 hr. effective October 2, 2016 after four years of service; Administrative Asst. Rhonda McGrath from \$16.32 hr. to \$17.22 hr. effective October 5, 2016 after one year of service; Collections Intern, Lili Sjomeling from \$9.15 hr. to \$9.69 hr. effective October 16, 2016 after three years of service
- M. Publish Request for Proposals for naming rights at Welcome Center, with proposals due on January 10, 2017
- N. Permission for Randy Pfarr, Tom Kruzel, John Tridle, Trent Mohr, Bob Nelson Jr. and Bob Nelson St. to attend 2016 Safety and Loss Control Training Conference in Pierre on November 9 and 10, 2016. Request use of vehicle, lodging and meals not included at conference.

#### **BID ITEMS**

#### Retaining Wall

Mayor Turbiville stated three bids were opened for city steps and retaining wall at 1 Forest Street at 2:00 p.m. on September 29 as advertised. Bid bonds were included and addendum acknowledged in the following bid submittals:

Journey Construction. dba Ainsworth-Benning - \$74,400.00 RCS Construction - \$93,000.00 Tru-Form Concrete - \$130,000.00

Historic Preservation Officer Kuchenbecker recommended Commission award contract to low bidder. Ruth moved, Speirs seconded to approve the low bid from Journey Construction dba Ainsworth-Benning in the amount of \$74,400.00. Roll Call: Aye-All. Motion carried.

#### Surplus

Mayor Turbiville stated there were no bids received for abandoned vehicle surplus at 3:00 p.m. on September 29 as advertised. Finance Officer Nelson requested permission to sell without notice. Todd moved, Speirs seconded to allow Finance Office to sell without notice. Roll Call: Aye-All. Motion carried.

#### **PUBLIC HEARINGS**

### Wild West Songwriters

Mayor Turbiville opened the public hearing 5:42 p.m. Lee Harstad, Deadwood Chamber, was present to answer questions. Hearing closed.

Speirs moved, Ruth seconded to allow the relaxation of the open container ordinance on Main Street from the Four Aces to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street from 2:00 p.m. to 10:00 p.m. on Friday, October 14, 2016. No one spoke in opposition. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to allow the relaxation of the open container ordinance for same area as approved on October 14, 2016 from 2:00 p.m. to 10:00 p.m. on Saturday, October 15. No one spoke in opposition. Roll Call: Aye-All. Motion carried.

#### Homecoming Parade

Mayor Turbiville opened the public hearing at 546: p.m. No one spoke in favor or against, hearing closed. Todd moved, Speirs seconded to approve the street closure on Main Street from Tin Lizzie Gaming Resort to Masonic Temple on October 7 from 2:00 p.m. until parade ends for Lead-Deadwood High School Homecoming Parade. Roll Call: Aye-All. Motion carried.

#### Public Hearing continued

On September 19, public hearing was continued to consider lease agreement between City and Deadwood Chamber of Commerce for Welcome Center at 501 Main St. Mayor Turbiville requested Commissioners Ruth and Todd meet with Chamber Board for comments and suggestions of proposed lease and continue discussion on October 17. Speirs moved, Ruth seconded request. Lee Harstad, Deadwood Chamber, asked to hold meeting on Thursday October 6 at 10:00 a.m. Roll Call: Aye-All. Motion carried.

#### **NEW BUSINESS**

#### Acknowledge

Commission acknowledged September 30 payoff of Parking Revenue Bond in the amount of \$675,000.00 principal and \$2,946.72 interest. Roll Call: Aye-All. Motion carried.

#### Change Order

Speirs moved, Ruth seconded to approve Change Order #5 at Deadwood Welcome Center and Parking Lot project. Change order reduces cost of project by \$98,829.00, bringing total cost to \$6,452,603.98. Roll Call: Aye-All. Motion carried.

#### Recommendation

Todd moved, Speirs seconded to approve Parking and Transportation Committee recommendation to accept letter of intent from Deadwood Business Club for naming rights for meeting room at Lower Main Welcome Center, and allow Attorney to draft contract. Contract term is five years at \$1,000.00 per year. Commissioner Todd thanked Business Club for their participation. Roll Call: Aye-All. Motion carried.

#### Acknowledge

Commission acknowledged vote taken at Board of Adjustment meeting September 21, 2016 to approve Contract for Private Development, assign number 2016-18 to approved Resolution to Create Tax Increment District #10 Boundaries, assign number 2016-19 to approved Resolution Approving the Project Plan for Tax Increment District #10. Commissioner Todd expressed disappointment that item did not come before City Commission at the regular meeting, rather than acting as Board of Adjustment.

#### First Readings

Todd moved, Ruth seconded to approve first reading of Ordinance #1247 to amend Chapter 5.28 Vending, and require non-profits to follow application process. Attorney Riggins stated anyone wanting to vend within the City will have to follow application process, which has not been required in the past. Roll Call: Aye-All. Motion carried.

Todd moved, Speirs seconded to approve first reading of Ordinance #1248 to amend Chapter 3.20 to Continue Business Improvement District 7. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to approve first reading of Ordinance #1249 to amend Chapter 3.16 to Continue Business Improvement District 1-6. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to approve first reading of Ordinance #1250 to amend Chapter 17.68.090 and 17.68.100 Concerning Demolition by Neglect and Minimum Maintenance Ordinance Change. Roll Call: Aye-All. Motion carried.

#### Change Order

Todd moved, Ruth seconded to approve change order to additional office to Welcome Center. According to Public Works Director Green, cost for one office complete is \$16,600.00 or one office roughed in is \$8,100.00. Mayor Turbiville stated that other agencies may utilize office at a later date. Roll Call: Aye-All. Motion carried.

#### <u>Quote</u>

Speirs moved, Ruth seconded to accept low quote form Mehlberg Construction in the amount of \$41,428.65 to construct retaining wall at Wabash Street and allow Mayor to sign contract, to be paid from Historic Preservation capital assets-retaining walls. Roll Call: Aye-All. Motion carried.

#### **Easement**

Discussion was held concerning an easement agreement with Berg Jewelry to allow for staircase encroaching upon sidewalk at 650 Main Street. Kuchenbecker stated this request for easement is a result of participation in façade program. Public Works Director Green stated the Safety Committee did not recommend approval of easement as presented at this time due to ADA compliance and other safety issues, including snow removal and leaving only two feet of sidewalk for pedestrian travel. Commissioner Ruth stated it would be ashame to derail this project but ADA compliance is important. Historic Preservation Commissioner Lyman Toews suggested removal of sidewalk and leave the stairway at street level. After discussion, Ruth moved, Todd seconded to continue till October 17 to finalize issues of concern. Mayor Turbiville recommended Dale Berg, Ron Green and Kevin Kuchenbecker meet and discuss options. Roll Call: Aye-All. Motion carried.

#### Ouotes

Speirs moved, Ruth seconded to accept quotes for crow's nest renovation at Event Center until November 1, with results to City Commission on November 7. Roll Call: Aye-All. Motion carried.

#### Office

Lori Fredrick, Executive Director of Deadwood Lead Economic Development, asked the Commission to utilize an office at City Hall. Fredrick stated the office works with both Deadwood Lead Communities, and wants everyone to know that Economic Development is a separate entity and is not part of the City of Deadwood. Todd moved, Ruth seconded to allow Deadwood Lead Economic Development to occupy a vacant office at Deadwood City Hall when Welcome Center is complete. Roll Call: Aye-All. Motion carried.

#### INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mayor Turbiville read the following informational items:

- City offices are closed October 10 in observance of Native American Day
- 15<sup>th</sup> Annual Kidweird will take place on Monday, October 31 from 5:00 p.m. to 8:00 p.m. at Deadwood Pavilion.

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

#### <u>ADJOURNMENT</u>

Speirs moved, Turbiville seconded to adjourn the regular session at 6:23 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2 (3) and personnel matter per SDCL 1-25-2 (1) with possible action. The next regular meeting will be on Monday October 17, 2016.

After coming out of executive session for legal and personnel matters at 6:37 p.m., Speirs moved, Ruth seconded to transfer Randy Pfarr to position vacated by Donovan Renner, pay 95% of existing wage, which is \$21.66 per hour plus .81 per hour longevity. Aye: all. Speirs moved, Ruth seconded to send letter drafted by city attorney to Black Diamond Capital LLC regarding revenue discrepancies at parking garage. Aye: all. Ruth moved, Speirs seconded to adjourn meeting at 6:39 p.m.

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

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME ========	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOU
01-0585	SD DEPT, (						
		I-SEPT-100716	101-3000-699	MISC REVENUE	SALES TAX DUE FOR SEPT, '16	000000	0
01~4063	JEEP JAMBO	DEE HON					
01 4005	DEEC OMID	I-101216	101-3000-697	RADEO GRAIMBS	S OVERPAYMENT	202000	
				NOODO GROUNDE	OAESTATISENT	000000	45
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL :	45
<b>-</b>		····					
01-0130	TURBIVILLE						
		I-101116	101-4111-427	TRAVEL	REIMB TRAVEL-HPC, SDML, MYR MTG	000000	303
1-0418	BLACK HILI	S PIONEER					
		I-530	101-4111-423	PUBLISHING	MINUTES - 8/15/16	000000	195
		1-553	101-4111-423	PUBLISHING	NOH - INTENT TO LEASE PROPERT		13
		I-554-2016	101-4111-423	PUBLISHING	NOTICE TO BID-CITY STEPS, WALL		43
		I-562	101-4111-423	PUBLISHING	NOH - PROP.TAX INCREMENT DIST		30
		I-569- <b>201</b> 6	101-4111-423	PUBLISHING	MINUTES - 9/6/16	000000	255
		I-586-2016	101-4111-423	PUBLISHING	NOH - W.W.SONGWRITERS EVENT	000000	18
		I-587-2016	101-4111-423	PUBLISHING	NOH - ST CLOSURE-HOMECOMING	000000	11
		I-588	101-4111-423	PUBLISHING	NOH - PETITION TO VACATE	000000	23
		I-589	101-4111-423	PUBLISHING	ORDINANCE #1246	000000	
		I-602-2016	101-4111-423	PUBLISHING	RESOLUTION 2016-18	000000	119
		I-603-2016	101-4111-423	PUBLISHING	RESOLUTION 2016-19	000000	3 E 2 E
1-0484	LEAD-DEADW	OOD REGIONAL					
		I-082716	101-4111-422	PROFESSIONAL	CITY OF DWD CONTRIBKOOL D N	000000	522
						0.000	302
				DEPARTMENT 1	11 COMMISSION	COTAL:	1 501
	<b></b>						1,601
L-0510	GOLDEN WES	T TECHNOLOGIE					
		I-308399	101-4142-422	PROFESSIONAL	NEW LICENSE - ADOBE - FINANCE	000000	1,188
		I-308479			ISSUES WITH ADOBE - FINANCE	000000	469
1-1725	QUILL CORPO	ORATION					
		I-9472466	101-4142-426	SUPPLIES	INK CARTRIDGES, COPY PAPER, MISC		
		I-9493140	101-4142-426	SUPPLIES	FILE JACKETS - FINANCE	000000	580 39
L-1808	NELSON, MA	OT. VS					
	,,	I-101216	101 4240 405				
		1.101219	101-4142-427	TRAVEL	TRAVEL EXPENSE-SDML-RAPID CITY	000000	70
-3753	HR SPECIALI	ST: EMPLOYM					
		I-43670302 - SBQ5R08	101-4142-422	PROFESSIONAL	SUBSCRIPTION	000000	211
				DEPARTMENT 14	12 FINANCE T		

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
	=======================================		======================================			.========	
01-0213	TRUGREEN CH	DM TALIN	,				
02 0215	INOGREEN CH						
		I-54684393	101-4192-422-03	PROFESSIONAL	LAWN SERVICE/FERGUSEN FLD/BALI	000000	371.75
		I-54783408	101-4192-422-11	PROFESSIONAL	LAWN SERVICE/PARKS	000000	73.50
		I-54973128	101-4192-422-02	PROFESSIONAL	LAWN SERVICE/ADAMS MUSEUM	000000	40,75
		I-54978936	101-4192-422-11	PROFESSIONAL	LAWN SERVICE/PARKS	000000	141.75
		I-54978941	101-4192-422-01	PROFESSIONAL	LAWN SERVICE/ADAMS HOUSE	000000	40.75
01-0223	COCA COLA B	OTTLING HIGH					
		I-1876882	101-4192-426-06	SUPPLIES - DA	6440 OZ SODA USAGE/GRANDSTAND	000000	240.00
		I-1968601	101-4192-426-04		COFFEE FOR CITY HALL	000000	240.00
					THE TON STIT WILL	000000	46.00
01-0429	BLACK HILLS	ENERGY					
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	WELCOME SIGN UPPER MAIN	000000	40.30
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	WELCOME SIGN BOULDER CANYON	000000	29.82
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	WELCOME SIGN JCT HWY 385/CLIFF		39.89
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	1 MILLER STREET	000000	25.26
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	WELCOME SIGN DWD HILL	000000	23.11
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	SAMPSON STREET PUMP	000000	17.80
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	PRESSURE REG STATION	000000	22.26
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	GAYVILLE PUMP	000000	12.00
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	TRAFFIC LIGHTS 1 MCKINLEY ST	000000	67.77
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	WELL HOUSE CAKRIDGE CEMETERY	000000	80.82
		I-09-28-16 POWER PB	101-4192-428-13	UTILITIES - R	REC CENTER 105 SHERMAN ST	000000	7,129.38
		I-09-28-16 POWER PB	101-4192-428-07	UTILITIES - F	FIRE HALL 737 MAIN ST	000000	686.61
		I-09-28-16 POWER PB	101-4192-428-07	UTILITIES - F	FIRE HALL 737 MAIN ST	000000	10.92
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	SHERMAN/PINETRAFFIC SIGNAL	000000	54.29
		I-09-28-16 POWER PB	101-4192-428-03	UTILITIES - B	BALLFIELD 15 CRESCENT ST	000000	213.27
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	CORNER TRAFFIC SIGNAL LIGHTS	000000	219.35
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	SPEED SIGN 101 CHARLES ST	000000	17.06
		1-09-28-16 POWER PB	101-4192-428	UTILITIES	PUMP 119 DENVER AVE	000000	1,161.64
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	TRAFFIC LIGHTS 4 LANE	000000	158.08
		I-09-28-16 POWER PB	101-4192-428-05	UTILITIES - C	TIMMS LANE COLD STORAGE	000000	66.17
		I-09-28-16 POWER PB	101-4192-428-10	UTILITIES - L	DEADWOOD LIBRARY 435 WILLIAMS	000000	579.04
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	SHERMAN ST TRAFFIC LIGHTS	000000	73.35
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	102 WATER TANK LANE	000000	12.00
		I-09-28-16 POWER PB	101-4192-428-15	UTILITIES - T	TROLLEY BARN 60 DUNLAP AVE	000000	151.85
		I-09-28-16 POWER PB	101-4192-428		WILD BILL STATUE 53 SHERMAN ST		12.00
		I-09-28-16 POWER PB	101-4192-428-06	UTILITIES - D	RODEO GROUNDS ARENA 15 CRESCEN	000000	36.55
		I-09-28-16 POWER PB	101-4192-428			000000	4,657.15
		I-09-28-16 POWER PB	101-4192-428-01			000000	163.42
		I-09-28-16 POWER PB	101-4192-428-07			000000	13.60
		I-09-28-16 POWER PB	101-4192-428-03			000000	150.35
		I-09-28-16 POWER PB	101-4192-428			000000	26.10
		I-09-28-16 POWER PB I-09-28-16 POWER PB	101-4192-428-04			000000	3,866.79
		I-09-28-16 POWER PB	101-4192-428-02	UTILITIES - A		000000	948.24
		I-09-28-16 POWER PB	101-4192-428			000000	26,49
		I-09-28-16 POWER PB	101-4192-428			000000	17.80
		I-09-28-16 POWER PB	101-4192-428			000000	507.43
		T 09-20-10 POMEK PB	101-4192-428	UTILITIES :	PUMPHOUSE 34 MT MORIAH DRIVE	000000	16.57

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

BANK: FNBAP

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

: 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS	ENERGY continu	ied				
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	TICKET BOOTH/BATHRM MT MORIAH	000000	84.26
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	PRV STATION 4 DAKOTA ST	000000	21.80
		I-09-28-16 POWER PB	101-4192-428-01	UTILITES - AI	ADAMS HOUSE	000000	425.98
		I-09-28-16 POWER PB	101-4192-428-08	UTILITES - HI	I INTERPRETIVE CENTER	000000	866.80
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	MT MORIAH GIFT SHOP	000000	203.72
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	5 SIEVER STREET	000000	595.61
		I-09-28-16 POWER PB	101-4192-428-11	UTILITIES - F	P PARK SHOP 15 CRESCENT ST	000000	282.45
		I-09-28-16 POWER PB	101-4192-428-06	UTILITIES - D	RODEO 15 CRESCENT STREET	000000	826.48
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	REDWOOD TANK MCGOVERN HILL	000000	12.00
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	PUMP 50 PLEASANT STREET	000000	12.60
		I-09-28-16 POWER PB	101-4192-428-12	UTILITIES - F	DWD PAVILION 767 MAIN ST	000000	718.55
		I-09-28-16 POWER PB	101-4192-428-12	UTILITIES - F	DWD PAVILION 767 MAIN ST	000000	10.92
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	TRAFFIC SIGNALS & PRK LOT BLDG	000000	181.38
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	WATER HEAT TAPE 37 WATER ST	000000	12.00
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	PRESSURE REDUCTION STATION	000000	20.16
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	FLAG 2 MT MORIAH DRIVE	000000	44.09
		I-09-28-16 POWER PB	101-4192-428-14	UTILITIES - S	STREETS SHOP	000000	769.70
		I-09-28-16 POWER PB	101-4192-428	UTILITIES	SPEED SIGN MCKINLEY STREET	000000	12.49
01-0547	M&M SANITATI	· ON					
		I-31572	101-4192-422-05	DDOGDCCYONA	TOTAL DE L'ANGEL AND		
			-01 1232 422 03	PROFESSIONAL	TOILET RENTAL /COLD STORAGE	000000	110.00
01-0551	MENARD'S						
		I-99102	101-4192-426-02	SUPPLIES - AD	VINTAGE A19 LED/ADAMS MUSEUM	000000	161.84
		I-99656	101-4192-425-02		VINTAGE A19 LED/ADAMS MUSEUM	000000	87.92
01-0598	SUMMIT SIGNS						
		I-49067	101-4192-426-17	SUPPLIES - DA	MUSEUM PARKING SIGN/DAYS MUS	000000	282.50
01-0602	CENTURY LINK						
		I-10-07-16 TELEPHONE	101-4192-428-18	Dari rateo D	White process of the second se		
			101 1175 420-10	Olibilies - F	TELEPHONE SRVC/FOOTBALL FIELD	000000	201.39
01-0682	PITNEY BOWES	INC					
		I-100516	101-4192-426	SUPPLIES	REFILL POSTAGE METER	000000	500.00
A1 neon							
01-0721	PRO-STEAM CAL						
		I-7259	101-4192-422-04	PROFESSIONAL	CLEAN CARPET ALL OFFICES/CITY	000000	1,380.00
01-0724	ARMSTRONG EXT	TINGUISHER					
		I-146615	101-4192-422-01	PROFESSIONAL	EXTINGUISHER ANNUAL MAINT/PB	000000	
		I-146615	101-4192-422-02	PROFESSIONAL	EXTINGUISHER ANNUAL MAINT/PB	000000	77.73
		I-146615	101-4192-422-03		EXTINGUISHER ANNUAL MAINT/PB	000000	129.55
		I-146615	101-4192-422-04		EXTINGUISHER ANNUAL MAINT/PB	000000	103.64
		I-146615	101-4192-422-05		EXTINGUISHER ANNUAL MAINT/PB	000000	207.28
		I-146615	101-4192-422-08		EXTINGUISHER ANNUAL MAINT/PB	000000	51.82 181.37
		I-146615	101-4192-422-05		EXTINGUISHER ANNUAL MAINT/PB	000000	285.01
		I-146615	101-4192-422-10		EXTINGUISHER ANNUAL MAINT/PB	000000	259.10
		I-146615	101-4192-422-11		EXTINGUISHER ANNUAL MAINT/PB	000000	155.46
					,	•	

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	TNUOMA
01-0724		G EXTINGUISHER					# 2 = 2 = 7 = 2 = 2 = 2 =
V= V.21	Mano I RONG	I-146615	continued				
		I-146615	101-4192-422-12		EXTINGUISHER ANNUAL MAINT/PB		207.29
		I-146615	101-4192-422-13	PROFESSIONAL	EXTINGUISHER ANNUAL MAINT/PB		310.92
		I-146615	101-4192-422-14	PROFESSIONAL	EXTINGUISHER ANNUAL MAINT/PB		336.83
		I-146625	101-4192-422-15 101-4192-422-06	PROFESSIONAL -	EXTINGUISHER ANNUAL MAINT/PB FIRE SUPPRESSION MAINT/GRAND		51.82
					The bottheboton mathly digital	31 000000	139.80
01-1333	DEADWOOD	ELECTRIC					
		I-21399	101-4192-425-04	REPAIRS - CIT	MOVE SWITCHES /CITY HALL	000000	479.85
01-1380	WASTE CON	NECTIONS, INC.					
		I-12028684	101-4192-426-11	SUPPLIES - DA	GARBAGE PICKUP/PARKS	000000	415.00
		I-12030068	101-4192-426-09		GARBAGE SERVICE/HARCC	000000	415.80 497.50
					Daniele Bannier, minor	000000	497.50
01-1502	BLACK HIL	LS CHEMICAL					
		I-106962	101-4192-426	SUPPLIES	BLEACH-TOILET PAPER/PB	000000	198.95
01-1558	ECOLAB PE	ST ELIMINATION					
		I-2675529	101-4192-422-01	PROFESSIONAL	ONE SHOT SRVC/ADAMS HOUSE	000000	140.00
		I-2716417	101-4192-422-01		ONESHOT SRVC/ADAMS HOUSE	000000	140.00
		I-2716478	101-4192-422-01		ONE SHOT SRVC/ADAMS HOUSE	000000	140.00
		I-2716479	101-4192-422-04		ONE-SHOT SERVICE/CITY HALL	000000	400.00 250.00
		I-8368684	101-4192-422-04		RODENT PROGRAM/CITY HALL	000000	150.00
01-1626	SERVALL UI	NIFORM AND LIN					
		I-2493341	101-4192-426-14	giibbi tre em	MOPS-BUTTONS-MATS/STREETS		
		I-2493342	101-4192-426-04			000000	130.41
		1-2493343	101-4192-426-08		MATS-MOPS-BAGS-TOWELS/CITY HAMATS-LINEN-MOPS-HANDLES/HISTO		202.63
		I-2493344	101-4192-426-11		MATS-MOPS-LINEN-BAGS/PARKS		172.39
		I-2493352	101-4192-426-07		MOPS-HANDLES-BAGS/FIRE HALL	000000	54.20
		I-2493353	101-4192-426-10		MOPS-BAGS-HANDLES/LIBRARY	000000	30.09
		I-2494025	101-4192-426-12		MOPS-HANDLES-FRAMES/PAVILION	000000	19.08 95.96
01 1652	CTUDDELLAND	Bld Name orong					•
)T-1022	STUKDEVANI	I'S AUTO PARTS					
		I-32-704085	101-4192-425-15	REPAIRS - TRO	SEALS AND GASKETS/TROLLEY	000000	0.48
01-3342	RASMUSSEN	MECHANICAL SE					
		I-SRV041581	101-4192-425-10	REPAIRS - LIB	REPAIR & FILL BOILER/LIBRARY	000000	277.25
		I-SRV041582	101-4192-425-12		REPAIR & FILL BOILER/PAVILION	000000	321.74
01-3685	BLACK HILL	S SECURITY &					
		I-P105516	101-4192-422-04	PROFESSIONAL	INSTALL-CELL PHONE TRANS/CITY	000000	240.00
					- Thomas Touro, CITI	000000	240.00
					2 PUBLIC BUILDINGS	TOTAL:	36,827.61
1-0510		T TECHNOLOGIE	· · · · · · · · · · · · · · · · · · ·	·			
+ 0310	CONDEN MED	I-309085	101-4193-422	DDOEDGGTOWN			
		2 307003	101-4193-422	PROFESSIONAL	MNTHLY EMAIL SECURITY/BACKUP	000000	720.00
				Бердетмемт 10	3 DATA PROCESSING	POOR T	
					CAIM PROCESSING	FOTAL:	720.00

PAGE: 5

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF		·	= # = = = = = = = = = = = = = = = = = =	=======================================		
		I-0000364	101-4210-424	RENTALS	5 GAL.WATER, CUPS - POLICE	000000	44.00
		I-0000564	101-4210-424	RENTALS	5 GAL, WATER - POLICE	000000	32.50
		I-0000607	101-4210-424	RENTALS	COOLER RENT - POLICE	000000	15.00
01-1399	NEVE'S UNIFO	DRMS, INC.					
		I-RP-038594	101-4210-426	SUPPLIES	UNIFORM BELT - POLICE	000000	53.95
01-1424	SOUTHSIDE SE	RVICE					
		I-45015	101-4210-425	REPAIRS	OIL CHANGE, FILTER, OIL- POLICE		01.40
		I-45051	101-4210-425	REPAIRS	OIL CHANGE, OIL, FILTER -CPOLICE		91.40 94.63
		I-45126	101-4210-425	REPAIRS	BATTERY - POLICE	000000	135.00
01-1740	STREICHER'S						
		I-11226417	101-4210-434-02	EQUP-FEDERAL	PISTOLS, LOGO FEES - POLICE	000000	21,218.80
01-4060	MONSON, HEAT	. The D					
	nonbon, ngar	I-93016	101-4210-427	MD Strot			
		1 73010	101-4210-42/	TRAVEL	TRAVEL REIMBURSEMENT	000000	40.58
				DEPARTMENT 2	10 POLICE T	OTAL:	21,725.86
01-0508	GALLS, LLC						
01 0300	GALLO, LLC	I-006110324	101-4221-425	GUDOL TRO	****		
		1 000110324	101-4551-430	SUPPLIES	HOLSTER - POLICE	000000	58.94
01-0588	SD FEDERAL PI	ROPERTY AGE					
		I-55375153	101-4221-426	SUPPLIES	TOOLS & EQUIPMENT - FIRE DEPT	000000	194.50
01-0864	M & T FIRE A	ND SAFETY					
		I-99071	101-4221-434	MACHINERY/EQU	COMPRESSOR TRAILER SYSTEM-FIRE	000000	21,073.00
01-1771	NFPA						
		I-6810093Y	101-4221-422	PROFESSIONAL	FIRE PREVENTION MATERIALS	000000	639.27
01-2594	DEADWOOD FIRE	E DEPARTMEN					
		I-092616	101-4221-422	PROFESSIONAL	JUL-SEP CITY COMMISSION MTGS	000000	150.00
		I-100516	101-4221-425	REPAIRS	REIMBS AGITATOR SHAFT	000000	150.00 57.37
		I-100516-A	101-4221-425	REPAIRS	REIMBS COMPRESSED AIR	000000	210.73
01-3056	NORTHERN HILL	S TECHNOLO					
		I-12546	101-4221-422	PROFESSIONAL	BKUP SERVICE, ADD'L STORAG-FIRE	000000	05.00
					The second secon	000000	86.00
01-3060	QUIK SIGNS						
		I-18489	101-4221-426	SUPPLIES	BANNERS, GROMMETS - FIRE DEPT	000000	289.10
01-3120	ALERT-ALL COR	P.					
		I-216092111	101-4221-429	OTHER	PROMO ITEMS - FIRE DEPT	000000	415.00
				DEPARTMENT 22	21 FIRE DEPARTMENT ADMINISTRTO	TAL:	23,173.91

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

BANK: FNBAP

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 232 BUILDING INSPECTION BUDGET TO USE: CB-CURRENT BUDGET

PACKET: 03889 COMBINED - 10/18/16

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

=======	*****		G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-2243	MOHR, TRENT	···		:= <b>= =</b> = = = = = = = = = = = = = = = =		**====================================	*================
		I-10-13-16 CODEBOOK	101-4232-426	SUPPLIES	PDF IRC CODEBOOK/BLDG INSP	000000	95.00
				DEPARTMENT	232 BUILDING INSPECTION	TOTAL:	95.00
01-0151	ROCKMOUNT RE						
		I-1220739	101-4310-426	SUPPLIES	NEPTUNE MIG 1# SPOOL/STREETS	000000	163.58
01-0206	SCHMIDT, WIL	LLIAM					
		I-10-14-16 PLEASANT	101-4310-425	REPAIRS	REMOVE-REPLACE 9 PANELS/STRTS	000000	13,500.00
01-0467	CULLIGAN OF	THE NORTHER					
		I-0000393	101-4310-426	SUPPLIES	(3) 5 GAL BOTTLE WATER/STREET	5 000000	19.50
01-0510	GOLDEN WEST	TECHNOLOGIE					
		I-160910114	101-4310-422	PROFESSIONAL	(2) PAGERS VM & AIRTIME/STREE	г 000000	33.18
01-0514	HILLS MATERI	TALS COMPANY					
		I-803628	101-4310-426	SUPPLIES	(12.340) ROADSTONE/STREETS	000000	117.23
		I-809825	101-4310-426	SUPPLIES	DUST FREE BLACK BASE/STREETS	000000	701.56
01-0561	SD ONE CALL						
		I-SD16-2874	101-4310-422	PROFESSIONAL	MSGS & FAXES LOCATES/STREETS	000000	16.80
01-0598	SUMMIT SIGNS	AND SUPPLY					
		I-49313	101-4310-426	SUPPLIES	YELLOW SPEED BUMP SIGN/STREETS	000000	76.50
01-0677	LAWSON PRODU	CTS, INC.					
		I-9304395513	101-4310-426	SUPPLIES	CLAMP KIT-FASTENER/STREETS	000000	269.21
01-1288	ACE INDUSTRIA	AL SUPPLY,					
		I-1557971	101-4310-426	SUPPLIES	VIPER WIPERSTOWELS/STREETS	000000	472.40
01-1322	PETE LIEN & S	SONS, INC.					
		I-16POS/135739	101-4310-425	REPAIRS	SIDEWALK REP WILLIAMS ST/STRTS	000000	246.88
01-1333	DEADWOOD ELEC	CTRIC					
		I-21400	101-4310-425	REPAIRS	REPLACE SPLIT BOLTS-LUGS/STRTS	000000	205.52
01-1374	BUTLER MACHIN	NERY COMPAN					
		I-06PS0490048	101-4310-426	SUPPLIES	PARTS/STREETS	000000	6.31
01-1439	CHRIS SUPPLY	COMPANY, I					
		I-819434	101-4310-425	REPAIRS	(4) MINI SNAP ACTION W/PIN/STR	000000	20.28
		1-821055	101-4310-426	SUPPLIES	MINI SNAP ACTION WITH PIN/STRT		30.42
01-1515	RAPID DELIVER	RA					
		I-33 <b>1</b> 951	101-4310-426	SUPPLIES	DELIVERY EDDIE'S TRUCK CENT/ST	000000	12.65
							- <del>-</del>

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-1589	TEAM LABOR	RATORY CHEMICA		=======================================			=======================================
		I-INV0003712	101-4310-425	REPAIRS	FINE ROAD PATCH/STREETS	000000	388,00
01-1653	STURDEVANT	r'S AUTO PARTS					
		I-32-702884	101-4310-426	SUPPLIES	MECH FASTFIT GLOVE B/STREETS	222222	
		I-32-702947	101-4310-425	REPAIRS	FUEL FILTER/STREETS	000000	53.40
		I-32-703331	101-4310-426	SUPPLIES	13 OZ EASYTOUCH/STREETS	000000	7.03
		I-32-703334	101-4310-426	SUPPLIES	MECH FASTFIT GLV B/STREETS	000000	287.82
		I-32-703420	101-4310-426	SUPPLIES	COMPRESSOR/STREETS	000000	66.75
		1-32-703827	101-4310-426	SUPPLIES	ATC BLADE F 10, 15 AMP/STREETS		14.29
		I-32-704190	101-4310-425	REPAIRS	BRAKE FLUID-MAST CYLINDER/STR		8.36
		I-32-704214	101-4310-426	SUPPLIES	MIRROR/STREETS		56.10
		I-32-704269	101-4310-425	REPAIRS	RIVETED BRAKE SHOE/STREETS	000000	13.61
		I-32-704270	101-4310-425	REPAIRS	DISC AND DRUM BRAKE/STREETS	000000	49.52 8.09
01-1689	CENTRAL PA	RTS WAREHOUSE					
		I-365049A	101-4310-425	REPAIRS	CENTER 2 PIECE KIT PLOW/STRTS	000000	341.62
01-3628	BICKLE TRUE	CK & DIESEL S					
		I-0C14729	101-4310-425	REPAIRS	VALVE RELAT RG2/STREETS	000000	67.36
01-3706	STURGIS AUT	TO PARTS, INC					
		I-169855	101-4310-425	REPAIRS	BLEEDER KITS/STREETS	000000	18.62
01-3837	SACRISON AS	SPHALT					
		I-105-3	101-4310-425	REPAIRS	(10.3) ITMECHONE (CHREEN)		
		I-110-2	101-4310-425	REPAIRS	(10.3) LIMESTONE/STREETS (10.05) LIMESTONE/STREETS	000000	618.00 603.00
==				DEPARTMENT 3	110 STREETS T	OTAL:	18,493.59
01-1380	WASTE CONNE	ECTIONS, INC.					
		I-12028815	101-4320-422	PROFESSIONAL	GARBAGE PICKUP/RESIDENTIAL	000000	6,651.50
01-3956	ADAMS SALVA	AGE RECYCLING					
		I-567	101-4320-422	PROFESSIONAL	TRUCK TIRES-ROLLOFF-REFRIGER	000000	101.38
				DEPARTMENT 3	20 SANITATION TO	OTAL:	6,752.88
01 0467	Oly 7 Tools :						
01-0467	CULLIGAN OF	THE NORTHER					
		I-0000394	101-4520-426	SUPPLIES	(1) 5 GAL BOTTLE WATER/PARKS	000000	6.50
		I-0000510	101-4520-426	SUPPLIES	(3) 5 GAL BOTTLE WATER/PARKS	000000	19.50
		I-00 <b>06</b> 666	101-4520-426	SUPPLIES	OCT COOLER RENTAL/PARKS	000000	15,00
01-0510	GOLDEN WEST	TECHNOLOGIE					
		I-160910155	101-4520-422	PROFESSIONAL	(2) PAGERS VM & AIRTIME/PARKS	000000	34.22
01-0619	TWILIGHT FI	RST AID & SA					

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	TRUOMA
						=======================================
01-0619	TWILIGHT FIRST AID	& SA continued				
	I-4021	7 101-4520-426	SUPPLIES	METAL VEHICLE KIT/PARKS	000000	479.92
01-1380	WASTE CONNECTIONS,	INC.				
	I-1202	8662 101-4520-426	SUPPLIES	GARBAGE PICKUP/PARKS	000000	336.00
01-1502	BLACK HILLS CHEMICAL	L				
	I-10736	07 101-4520-426	SUPPLIES	30 GAL GARBAGE CAN LINERS/PKS	000000	26.99
01-1537	RDO EQUIPMENT CO					
	I-E0400	03 101-4520-434	MACHINERY/EQU	SNOWBLOWER EXCHANGE/PARKS	000000	500.00
01-1653	STURDEVANT'S AUTO PA	ARTS				
	I-32-70	02573 101-4520-426	SUPPLIES	HZ BATTERY ASM/PARKS	000000	50 43
	I-32-70	2896 101-4520-426	SUPPLIES	PLUGS-CAP NUTS-HEX BIT/PARKS	000000	50.43 17.21
	I-32-70	101-4520-426	SUPPLIES	SPARK PLUG-CAP-AIR FILTERS/PK		133.78
	I-32-70	3680 101-4520-425	REPAIRS	22" ICE WINTER BLADES/PARKS	000000	54.14
01-1798	CHAINSAW CENTER/DAKO	)TA				
	I-13566	101-4520-425	REPAIRS	BELT-PULLEY IDLER-SEAL/PARKS	000000	400 25
	I-13566	79 101-4520-425	REPAIRS	OIL SEAL /PARKS	000000	409.35 20.98
01-1831	POWERPLAN					
	I-P1624	2 101-4520-425	REPAIRS	EQUIPMENT/PARKS	000000	362.67
01-3366	ROGERS CONSTRUCTION,	IN				
	I-1836	101-4520-433-03	CIP - GORDON	BASEBALL BLEACHERS REPLACEMT	000000	2,127.56
01-3785	TALLGRASS					
	I-2016-	103 101-4520-433-05	CIP WHITEWOOD	WHITEWOOD CREEK RESTORE/PKS	000000	3,720.00
* <b></b>			DEPARTMENT 52	O PARKS T	OTAL:	8,314.25
01-1786	PETTY CASH/HISTORIC					
	I-100716		SUPPLIES	PETTY CASH REIMBURSEMENT - P&Z	000000	60.00
<b>-</b>			DEPARTMENT 64	0 PLANNING AND CONING T	OTAL:	60.00
			FUND 10	1 GENERAL FUND T	OTAL:	120,369.93

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0094	TIMB		*======================================				=======================================
		I-101216	206-4550-434	BOOKS, MAPS	A SUBSCRIPTION - 5 YRS	000000	100.00
01-0467	CULLIGAN OF	THE NORTHER					
		I-0000187	206-4550-426	SUPPLIES	BOTTLED WATER, CUPS - LIBRAS	2Y 000000	21.50
		I-0000509	206-4550-426	SUPPLIES	BOTTLED WATER - LIBRARY	000000	19.50
01-0553	MONTANA DAKO	OTA UTILITIE					
		I-68250010003SEP16	206-4550-428	UTILITIES	NATURAL GAS - LIBRARY	000000	17.9 <b>7</b>
01-1562	MIDWEST TAPE	2					
		I-94361316	206-4550-434	BOOKS, MAPS A	A DVDs	000000	186.23
		I-94379407	206-4550-434	BOOKS, MAPS A	A DVDs	000000	42.13
C1-1911	EMERY-PRATT	COMPANY					
		I-582927	205-4550-434	BOOKS, MAPS	A BOOKS	000000	28.58
		I-583387	206-4550-434	BOOKS, MAPS A	A BOOKS	000000	95.68
01-1930	CHANEY-MOODI	E, JEANETTE					
		I-100116	206-4550-427	TRAVEL	TRAVEL EXP - SD LIBRARY CONF	. 000000	588.23
01-2309	COMPUTER SUP	PORT SERVIC					
		I-2016-189	206-4550-426	SUPPLIES	COMPUTER ISSUES - LIBRARY	000000	292.50
01-3665	MITZI'S BOOK	S					
		I-2697	206-4550-424	CHILDREN'S FR	BOOKS	000000	22.35
				DEPARTMENT 5	50 LIBRARY	TOTAL:	1,414.67
				FUND 2	06 LIBRARY FUND	TOTAL:	1,414.67

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 10

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0223	COCA COLA BO	OTTLING HIGH				=========	
		I-1951714	209-4510-426	SUPPLIES	(5) 7 OZ CADDY PACK CUPS/REC	000000	100.00
01-0418	BLACK HILLS	PIONEER					
		I-09-30-16 REC PUB	209-4510-423	PUBLISHING	COMMUNITY PAGES SPONSOR/REC	000000	10.00
01-0436	BLACK HILLS	WINDOW CLEA					
		I-59756	209-4510-422	PROFESSIONAL	WINDOW CLEANING SEPT 22/REC	000000	437.00
01-1380	WASTE CONNEC	CTIONS, INC.					
		I-12028815	209-4510-426	SUPPLIES	GARBAGE PICKUP/REC CENTER	000000	65.00
01-3151	KONE INC.						
		I-949431198	209-4510-422	PROFESSIONAL	ELEVATOR MAAINTENANCE/REC CE	NT 000000	140.07
01-3342	RASMUSSEN ME	CHANICAL SE					
		C-CREDT001432	209-4510-426	SUPPLIES	3/4" VALVE UNUSED/REC CENTER	000000	241.18-
01-3618	KDSJ 980 AM	RADIO					
		I-16-09-036	209-4510-423	PUBLISHING	SPONSOR DIGGERS FOOTBALL/REC	000000	160.00
01-3648	NETWORK SERV	ICES COMPAN					
		I-304427-0	209-4510-426	SUPPLIES	TOILET PAPER-GARBAGE BAGS/REG	000000	143.82
		I-304428-0	209-4510-426	SUPPLIES	TISSUE-HAIR & BODY SHAMPOO/RE		282.86
01-3991	MIDCONTINENT	TESTING LA					
		I-86800	209-4510-422	PROFESSIONAL	WATER COLIFORM TESTING/REC	000000	20.25
				DEPARTMENT 5	10 REC CENTER	TOTAL:	1,117.82
01-0475	DEADWOOD CHAI		~ <del></del>	· • • • • • • • • • • • • • • • • • • •		·	
		I-101116	209-4980-422	PROFESSIONAL	B & B BILL LIST		
		I-101116	209-4980-422		EVENT COMPLEX MGMT.FUNDS	000000	45,000.00
					START CONTENT FORES	000000	5,606.25
*	<b></b>			DEPARTMENT 9	80 SPECIAL EVENTS	TOTAL:	50,606.25
				FUND 2	09 BED & BOOZE PUND	TOTAL:	51,724.07

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

PUND : 213 BUSINESS IMPROVEMENT DIST

DEPARTMENT: 630 BID

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESC	CRIPTION		CHECK#	AMOUNT
01-0475	DEADWOOD CH	AMBER & VISI I-101116	213-4630-423	MARKETING	BII	) 1-6 BILL LI	IST	000000	144,769.00
			· · · · · · · · · · · · · · · · · · ·	DEPARTMENT	630	BID		TOTAL:	144,769.00
				FUND	213	BUSINESS IM	PROVEMENT DIST	FTOTAL:	144,769.00

PAGE: 12

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	MUOMA
01-0585	SD DEPT.	OF REVENUE	. = = = = = = = = = = = = = = = = = = =				***======
		I-SEPT-100716	215-3000-699	MISC REVENUE	SALES TAX DUE FOR SEPT. '16	000000	0.
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	0.
01-0475	DEADWOOD	CHAMBER & VISI					
		I-101116-A	215-4572-215	VISITOR MGMT	HIST/INFO CNTR BILL LIST	000000	18,250.
01-2916	FALL RIVE	R COUNTY HISTO					
		I-092916	215-4572-235	VISITOR MGMT	12TH ANNUAL HISTORY CONF	000000	250.
01-3667	BERBERICH	DESIGNS					
, , , , , , , , , , , , , , , , , , , ,	BUNDBRUCH	I-090116	215-4572-235	MIGITADO NOVA			
		1 030110	210-4072-235	VISITOR MGMT	WAYFINDING PH II IMPLEMENTA	TIO 000000	6,272
				DEPARTMENT 5	72 HP VISITOR MGMT AND INF	ORTOTAL:	24,772.
<b></b>							
01-1387	DEADWOOD (	GRANITE & MARB					
		I-093016	215-4573-320	HIST. INTERP.	REINTERNMENT HEAD STONE	000000	950.
1-2014	TOMS, DON						
		I-13 OF 20	215-4573-335	HIST. INTERP.	FUNERAL HOME REC BK 13 OF 2	0 000000	780.
1-2986	SOCIETY OF	AMERICAN ARC					
		I-PRO-0247048	215-4573-335	HIST. INTERP.	RENEWAL MEMBERSHIP	000000	133.
				DEPARTMENT 5	73 HP HISTORIC INTERPRETAT:	IOTOTAL:	1,863.
1-0776	AI DEDTOOM	ENGINEERING,					
- 07.0	MODERISON	I-10444	015 4505 510				
		I-10447	215-4575-515	,	2013-214H 50 VAN BUREN RET W		615.
		I-10448	215-4575-515 215-4575-515		2014-260H 64 VAN BUREN RET W		210.
		I-10449			2014-314H 10 HARRISON RET WA		600.
		I-10451	215-4575-515		2015-189H 77 STEWART RET WAI		465.
		I-10452	215-4575-515		2015-320H 336 WILLIAMS RET W	AL 000000	1,950.
		I-10453	215-4575-515		2015-391H 3 SHINE RET WALL	000000	465.
		I-10455	215-4575-515		2015-393H 299 WILLIAMS RET W		203.
		1 10133	215-4575-515	GRANT/LOAN RE	2015-394H 51 PLEASANT RET WA	TT 000000	203.
	•			DEPARTMENT 57	'5 HP DEADWOOD GRANT AND LO	ATOTAL:	4,714.
		I-10446	215-4576-600		2014-188.1H 26 FREEMONT ASSE		562.
				DEPARTMENT 57	6 HP PROFESSIONAL SERVICES	TOTAL:	562,

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BUDGET TO USE: CB-CURRENT BUDGET

			G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
				. 7 7 2 2 2 3 4 4 4 4 4 5 5 5 5	••••••••••••••••••••••••••••••••••••	*********	=== <b>=</b> p======
01-0547	M&M SANITA	rion cont.	inued				
		I-31571	215-4577-795	CAPITAL ASSE	ET TOILET RENTAL/FIREWISE	000000	120.00
01-0776	ALBERTSON !	ENGINEERING,					
		I-10445	215-4577-755	CAPITAL ASSE	T 2014-187H RAYMOND RET WALL	000000	717.75
		I-10450	215-4577-755		T 2015-319H CITY STEPS & 1 FOR		886.00
		I-10454	215-4577-735		T 2016-260H CROWSNEST GRANDSTA		2,538.70
01-2473	SD DEPT. OF	F CORRECTIONS					
		I-C18D7104 (A)	215-4577-795	CAPITAL ASSE	T BAL DUE FROM INV C18D7104/FI	DE AAAAAA	66.00
		I-C18D7144	215-4577-795		T FIRE SUPPRESSION/FIREWISE	000000	66.73 5,051.65
		I-C18D7153	215-4577-795		T FIRE SUPPRESSION/FIREWISE	000000	858.53
01-3667	BERBERICH D	DES IGNS					
		I-082416	215-4577-810-01	CIP HWY 85-P	O POWERHOUSE PARK INTERP SIGNA	GE 000000	2,137.94
				DEPARTMENT	577 HP FIXED CAPITAL ASSETS	OTOTAL:	12,377.30
01-0340	MIDCOMMINE	T. COMMUNICATION					
01-0340	MIDCONTINEN	I-7047175028307	215-4641-428	IMTL IMTOC	2 (17)/75 (2 12 12 12 12 12 12 12 12 12 12 12 12 12		
			213-4041-420	UTILITIES	3 SIEVER ST 10/01-10/31 DATA	S 000000	65.00
01-0467	CULLIGAN OF	THE NORTHER					
		I-107	215-4641-426	SUPPLIES	HP - JUL WATER & RENTAL	000000	49.50
		I-448	215-4641-426	SUPPLIES	HP - 1 WATER	000000	6,50
		I-605	215-4641-426	SUPPLIES	HP - WATER COOLER RENTAL OCT	000000	15.00
01-0510	GOLDEN WEST	TECHNOLOGIE					
		I-308571	215-4641-422	PROFESSIONAL	INCODE LOADED- KEVIN COMPUTER	000000	55.00
01-1725	QUILL CORPOR	RATION					
		I-9442654	215-4641-426	SUPPLIES	BONNY WORKSTATION	000000	157.08
01-1786	PETTY CASH/I	HISTORIC PRE					
		I-100716	215-4641-426	SUPPLIES	PETTY CASH REIMBURSEMENT - HE	000000	151.11
01-2205	KUCHENBECKER	R, KEVIN					
		I-101316	215-4641-427	TRAVEL	TRAVEL- EXPERIENCE LAB/MINNEA	P 000000	215.00
01-3373	AMAZON WEB S	RERVICES					
	THE LOCK MED C	I-82563287	215-4641-428	UTILITIES	MT, MORIAH WEB SVCS 9/1-9/30	000000	
				011211123	MI, MORIAN WEB SVCS 9/1-9/30	000000	203.25
01-3860	ANFINSON, BO	NNY					
		I-100916	215-4641-415	GROUP INSURAN	REIMBURSEMENT	000000	142.00
01-3945	KRAMBECK, JE	RITY					
		I-101116	215-4641-427	TRAVEL	TRAVEL EXP - SDML/RAPID CITY	000000	55.44
				DEPARTMENT 6	41 OFFICE HIST. PRES.	TOTAL:	1,114.88

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3947			2 2 = = = = = = = = = = = = = = = = = =	***************************************		=========
		I-92816	216-1310	DUE FROM OTHE WORK DONE-11 CHARLES-LC	TUS LLC 000000	2,768.00
01-4061	RAE MARIE	HOMES, INC.				
		I-1623	216-1310	DUE FROM OTHE WORK DONE-11 CHARLES-LO	TUS LLC 000000	7,232.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	10,000.00
01-0039	SD STATE H	ISTORICAL SOC				
		I-101216	216-4653-962-07	HISTORIC REHA 360 WILLIAMS TAX MORATO	RIUM AP 000000	55.00
01-1191	UMENTHUM,	KEITH				
		I-407430	216-4653-962-07	HISTORIC REHA PROJECT MGMT - 360 WILL	IAMS 000000	550.00
01-1496	LAWRENCE C	O. REGISTER O				
		I-101116	216-4653-962-03	WINDOWS GRANT REC FEE- 160 CHARLES - 7	ALLEN 000000	30.00
01-3147	CHADWICK,	JIM				
		I-100616	216-4653-962-03	WINDOWS GRANT WORK DONE-416 WILLIAMS-	SJOMEL 000000	1,100.00
01-3552	COMPETITIV	E MASONRY				
		I-377105	216-4653-962-01	SPECIAL NEEDS WORK DONE-890 MAIN-TOML	IN/ROCH 000000	10,000.00
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	11 725 00
		· · · · · · · · · · · · · · · · · · ·				11,735.00
				FUND 216 REVOLVING LOAN	TOTAL:	21,735.00

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 544 ST. AMBROSE PROJECT

DEPARTMENT: 370 ST. AMBROSE

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESC	CRIPT	'ION		CHECK#	AMOUNT
01-1168	KADRMAS LEE	& JACKSON.				====				
		I-10074965	544-4370-422	PROFESSIONA	L COM	NST A	DMIN - ST.	AMBROSE CEN	1 000000	14,264.88
01-1225	CAI CONSTRUC	TION, LLC								
		I-PH VI APP 3	544-4370-422	PROFESSIONA	L PHA	ASE V	I ST. AMBR	OSE APP 3	000000	92,758.00
	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			DEPARTMENT	370	ST,	AMBROSE		TOTAL:	107,022.88
				FUND	544	ST.	AMBROSE PI	ROJECT	TOTAL;	107,022.88

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DE:	SCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOO	D SANITARY	: = = = = = = = = = = = = = = = = = = =				=======================================	******
		I-10-03-16 EQR	602-4330-422	PROFESSIONAL	L E(	QR USAGE SEPT 2016/WATER	000000	28,528.59
01-0561	SD ONE CALL							
		I-SD16-2874	602-4330-422	PROFESSIONAL	L MS	SGS & FAXES LOCATES/WATER	000000	16.80
01-0828	USA BLUEBOOK							
		I-075751	602-4330-426	SUPPLIES	SI	AMPLE TESTS-DISPENSER/WATER	000000	179.69
01-1589	TEAM LABORAT	ORY CHEMICA						
		I-INV0003712	602-4330-425	REPAIRS	FI	INE ROAD PATCH/WATER	000000	388.00
				DEPARTMENT	330	WATER	TOTAL:	29,113.08
				FUND	602	WATER FUND	TOTAL:	29,113.08

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	Į.	DESCRIPTION	CHECK#	TRUOMA
01-0539	LEAD-DEADWOO	D SANITARY				<u> </u>	=======
		I-09-30-16 ALL BLDGS I-38119001-0CT	603-4325-429 603-4325-429		CITY BLDGS USAGE OCT 26 OCT USE-GATEWAY PARK RS		931.18 31.00
~~~~~		<del></del>		DEPARTMENT 32	5 SEWER	TOTAL:	962.18
				FUND 60	3 SEWER FUND	TOTAL:	962.18

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

PACKET: 03889 CCMBINED - 10/18/16

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-2946	SUNSHINE :	FOWING					
		I-1875	610-4360-422	PROFESSIONAL	TOWING FEE - HYNDAI - P&T	000000	75.00
				DEPARTMENT	360 PARKING/TRANSPORTATION	TOTAL;	75.00
01-0467	CULLIGAN C	OF THE NORTHER					
		I-0000608	610-4361-426	SUPPLIES	SOFTENER RENT - TROLLEY	000000	22.00
01-1348	EDDIE'S TR	RUCK CENTER, I					
		I-R201009988:01	610-4361-425	REPAIRS	TROLLEY REPAIR	000000	8,485.62
01-1626	SERVALL UN	IFORM AND LIN					
		I-2462726	610-4361-426	SUPPLIES	TOWELS & MATS	000000	84.45
01-1653	STURDEVANT	'S AUTO PARTS					
		C-32-703006	610-4361-426	SUPPLIES	RETURN OF GAS-MAGNUM 65	000000	381.76-
		C-32-703344	610-4361-426	SUPPLIES	RETURN OF GAS-MAGNUM 65/TROLI		381.76-
		I-32-702561	610-4361-426	SUPPLIES	FLOOR DRI - TROLLEY	000000	23.67
		I-32-702673	610-4361-426	SUPPLIES	COOLANT, ZEREX, FLOOR DRI/TROLI		63.35
		1-32-702681	610-4361-426	SUPPLIES	HARDWARD - TROLLEY	000000	3.51
		I-32-702881	610-4361-426	SUPPLIES	OIL, WASH FLUID - TROLLEY	000000	55.86
		1-32-702927	610-4361-426	SUPPLIES	GAS-MAGNUM 65	000000	381.76
		I-32-703284	610-4361-426	SUPPLIES	A/C AUTO TEMP CONT - TROLLEY	000000	10.75
		I-32-703346	610-4361-426	SUPPLIES	GAS-MAGNUM 65 - TROLLEY	000000	381.76
		I-32-704121	610-4361-426	SUPPLIES	LONGERLIFE, 5/8" COMB., CAPSULE	000000	18,97
		I-32-704353	610-4361-426	SUPPLIES	TRUCK FAN, FUSE TAPS - TROLLEY	000000	65.03
		I-32-705778	610-4361-426	SUPPLIES	SEALED BEAM - TROLLEY	000000	11.35
01-2718	LINDSTAD'S	ALIGNMENT& B					
		I-112375	610-4361-425	REPAIRS	ALIGN FRONT, R&R KING PINS-TRO	T. 000000	733 AF
					110-110	D 000000	733.05
01-3343	L.L. BEAN,						
		I-OE03128364	610-4361-426	SUPPLIES	UNIFORM SHIRTS, CAPS - TROLLE	Y 000000	666.95
01-3424	BLACK HILLS	S URGENT CARE					
		I-4582	610-4361-422	PROFESSIONAL	TESTING	000000	30.00
		·		DEPARTMENT 36	51 TROLLEY DEPARTMENT	FOTAL:	10,274.56
				FUND 61	10 PARKING/TRANSPORTATION	rotal;	10,349.56

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS		. = = = = = = = = = = = = = = = = = = =				
01-0425	BEACK HILLS	I-09-28-16 POWER PB	611-4362-428	UTILITIES	PARKING RAMP 630 BROADWAY AV	7E 000000	2,218.31
01-0724	ARMSTRONG E	XTINGUISHER					
		I-146615	611-4362-422	PROFESSIONAL	EXTINGUISHER ANNUAL MAINT/PE	000000	233.19
01-2717	AMANO MCGAN	N, INC.					
		I-136328	611-4362-426	SUPPLIES	SWITCH FOR PKNG RAMP	000000	176.98
01-3151	KONE INC.						
		I-949431198	611-4362-422	PROFESSIONAL	ELEVATOR MAAINTENANCE/PRK RA	MP 000000	140.07
********				DEPARTMENT :	362 MAIN STREET RAMP	TOTAL:	2,768.55
				FUND (	11 MAIN STREET RAMP	TOTAL:	2,768.55

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

VENDOR SET: 01

PACKET: 03889 COMBINED - 10/18/16

FUND : 720 DEPOSITS HELD

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DE	SCRIPTION	CHECK#	AMOUNT
=======				===========		=======================================	======================================	======
01-0799	SD SOLID W	NASTE MANAGEME						
		I-101116	720-4000-429	OTHER	D	EPOSIT REFUND/EVENT COMPL	EX 000000	500.00
01-3177	NORTHERN H	HILLS ALLIANCE						
		I-101116	720-4000-429	OTHER	E,	VENT COMPLEX DEPOSIT REFU	ND 000000	500.00
01-4064	BLACK HILL	S VETERANS MA						
		I-101216	720-4000-429	OTHER	E	VENT COMPLEX DEPOSIT REFU	000000 GM	500.00
		*		DEPARTMENT	000	NON-DEPARTMENTAL	TOTAL:	1,500.00
						•		
				FUND	720	DEPOSITS HELD	TOTAL:	1,500.00

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 21

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DES	SCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF	REVENUE I-SEPT-100716	722-2190	AMOUNTS HEL	D SA	LES TAX DUE FOR SEPT. '16	000000	5,876.91
	·			DEPARTMENT	<del>-</del> -	NON-DEPARTMENTAL	TOTAL:	5,876.91
				FUND	722	SALES TAX AGENCY	TOTAL:	5,876.91

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

PACKET: 03889 COMBINED - 10/18/16

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT 01-0579 SD COMMISSION ON GAMING I-101216 723-4000-429 OTHER CITY SLOTS - PYMT 4, YR 2 000000 27,443.18 DEPARTMENT 000 NON-DEPARTMENTAL TOTAL: 27,443.18 .....

FUND 723 NICKEL SLOT PAYMENT AGNCYTOTAL:

27,443,18

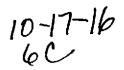
REPORT GRAND TOTAL:

570,453.12

	APPLICATION FOR A	BATEMENT OR REF	UND OF TAXES	
TO THE BO	ARD OF COUNTY COMMISSIONS KOTA:	ERS OF	LAWRENCE	COUNT
County of	STATE OF SOUTH DAKOTA,  LAWRENCE	as.		
City	of Deadwood		being first	duly swom denose
cand scrys th	athe has ground for abotemen			
	an "x" opposite the following app			
	<ol> <li>When an error has been made in valuation thereof or in the exten</li> </ol>	any identifying entry sion of the tax, to the i	or description of the pr njury of the complaina	operty, in entering th
	2. When improvements on any real did not exist thereon at the time	property were considered fixed by law for making	or included in the very the assessment;	duation thereof, which
	3. When the complainant or the pro-	operty is exempt from t	he tax;	
	<ol> <li>When the complainant had no ta by law for making the assessment</li> </ol>	mable interest in the pro	operty assessed against	him at the time fixed
	<ol> <li>When taxes have been erroneous for;</li> </ol>	ly paid or errox made !	n noting payments or	issuing receipt there-
	<ol> <li>When the same property has been and the complainant produces a paid; provided that no tax shall be a tax certificate is outstanding.</li> </ol>	a sussessed against the or atlafactory evidence the c abated on any real pr	omplainant more than of at the tax thereon for operty which has been	nce in the same year, such year has been sold for taxes, while
Jame	s 3 Laura Lee to	City of	Deadwoo	d
Doc	ument 2015-050	043		
30%	<u> </u>	)5 (	2 month o	bolemen
e4	Sessed - # 520	Factor	red - * 49	2
4b	ote for 2010 - #	49Z		
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
				1982144
	The state of the s	**************************************		MAA

10-17-16 6A Applicant hatther states that the description of the property toxed, the year when toxed, the valuation if the circumstance that the description of the crumation of state tax is any, the empound of the crumation of state tax is any, the empound of the crumation of statement or refund or the crumation of core one and out in the schedule header of tax inch and core of so cored for one one of our of the schedule header of tax inch and cored for one of the crumation of the property of the crumation of the crumation of the property of the crumation Applicant further states that the description of the property taxed, the year when taxed, the valuation thereof. the amount of state tax if any, the amount of the consolidated tax, and the amount of abotement or refund of taxes Wherefore, applicant asks said board of county commissioners to grant the relief required by law in such cases AMT. OF ABATEMENT OR REFUND
ASKED ALLOWED County Auditor.

# POSITION DESCRIPTION



#### CITY ARCHIVES INTERNSHIP PROGRAM

#### GENERAL PURPOSE

The student internship program will assist the City Archivist in processing City and Historic Preservation owned collections. In addition, the student intern will work in close proximity with the City Archivist on a wide range of projects and programs in accordance to historic preservation efforts in Deadwood, South Dakota.

#### SUPERVISION RECEIVED

Works under the general supervision of the Historic Preservation Officer and the direct supervision of the City Archivist.

#### SUPERVISION EXERCISED

None

# ESSENTIAL DUTIES AND RESPONSIBILITIES

Help with the perpetual care and maintenance of City owned collections through accessioning, cataloging, and exhibition.

Conduct research and respond to research requests.

Assist the City Archivist in locating desired materials from City owned collections.

Help the City Archivist with research and development of exhibits.

Help with the digitization of archival collections.

Conducts other duties as needed or assigned by the City Archivist.

#### PERIPHERAL DUTIES

Assist Historic Preservation Staff with annual and semi-annual events including the Historic Preservation Symposium, Century Awards, Wall of Fame, HPC dedications and open houses.

# DESIRED QUALIFICATIONS

Keen interest in history and archaeology.

# SPECIAL REQUIREMENTS

None

#### TOOLS AND EQUIPMENT USED

Microsoft Office, PastPerfect 4.0 Collections software, File Director, Adobe Photoshop, Adobe PageMaker.

Experience in Microsoft Access, ArcGIS, and web development will be a plus.

#### PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must occasionally lift and/or move up to 25 pounds. The employee must be able to work with very dusty and dirty materials. May be required to climb ladders to retrieve or shelve archival materials.

#### WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable those individuals with disabilities to perform the essential functions. The noise level in the work environment is quiet to moderately noisy.

#### SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

# **FUNCTIONAL JOB DESCRIPTION**

DATE:	_
Position: Student Intern	
Employee Name:	
Physician Approval:	
Date Developed: 10/17/16 Revision	ons:

Physical Demands
Note: In terms of an eight-hour workday.

	TO THE STATE OF THE	TOTAL IN AN 8 HOURDAY SA	CONVINIONEN
Sit	2	6	
Stand	The form of the control of the contr		
Walk	1	1	

Occasionally = 1% - 33%

Frequently = 34% - 66%

Continuously = 67% - 100%

AGUNUN		DEGAVIONAIS	ariakelis anansis.	KGOZÁHVITODA P.:	ACDIMATELY
Bend/Stoop		X			
Squat		The second secon			
Crawl	X	(A. 2411)			
Climb		$\mathbf{X}_{x}$			
Reach	A A CONTRACTOR OF THE PARTY OF	X	After a recompany of a restrict to the second of the secon	A second	
Reach above shoulder level	And the control of				
Crouch		X	an makenana , a s of the management		
Kneel		X			
Balance		X			200
Push/Putt					

# PHYSICAL DEMANDS

A COURT OF THE			<b>C</b> CONGREDIOUS IN	AD THE SET OF THE SET
Carry (pounds)	50 pounds	25 pounds		The second participation of th
Lift (pounds)	50 pounds	25 pounds		

ACTIVITY	AKT CHE'U	LEFT	ECOAYANIAN IS LIKE THE TOTAL THE TOT
Use of foot controls.	X	X	Operate vehicle.
Simple hand grasping		The second secon	
Firm hand grasping	X	X	
Fine manipulating		<b></b>	Computer

# SENSORY PERCEPTIONS

SENSORT FERCELLIONS				
BIESME TO THE RESERVE	YES	EVO - COMBRONAIS		
Hearing: Less than 40db loss @	X			
500 Hz, 1000 Hz, and 2000 Hz				
with or without correction.				
Ability to receive detailed				
information through oral				
communication, and to make				
fine discriminations in sounds,				
such as when making fine				
adjustments on machined parts.				
Color Perception	X			
	A SALAMAN AND A			
Depth Perception	X			
Less than arm's length work.	<b>X</b>			
70° field of vision.	X			
70 Held of Vision,	Λ			
Potential Safety hazard.				
Requires protective clothing or	X	Mask, gloves.		
personal protective devices.		, 3		
Correctable vision to 20/40	A Commence of the			
Near/Far				

### **ESSENTIAL FUNCTIONS**

WORKING CONDITIONS CO.	VES #		ECONOMICALS TEST STEE
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	X		
The worker is subject to outside environmental conditions; no effective protection from weather.		me de la companya de	
The worker is subject to both environmental conditions; activities occur inside and outside.	X		
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.		X	
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.		X	
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.		X	
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.		X	
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.		X	
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	Х		
Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.			
Worker is subject to scheduled overtime.  Worker is subject to unscheduled overtime.  Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.		X X X	
Worker is subject to night work hours.		X	

#### **MENTAL DEMANDS**

MICRICAL TRIBUTATORS	PYRC	KON.	ENERONCIE A TENANTONES.
Public Contact:		MESCAL SANDER	
Routine	X		
Complaint	X		
Emergency		X	
Handling Conflict	production of the second of th	X	
Handling multiple priorities	X		The state of the s
Make decisions with limited			
information.			
Make non-routine or unexpected		X	
judgments.			
Operate in absence of clear	Z X		
expectations or procedures.			
Operate under short time frames;	X		
deadlines			
Serious consequences of error.	A STATE OF THE STA	-X	
Use of tact and diplomacy.	X		
Reasoning:	The second secon		
Apply procedure		A supplied to the supplied to	
Develop new procedure		TX.	
Information ordering: arrange things	X		
or actions in a certain order.			
Visualization: imagining how	Lia X		
something will work.		The side	
Comparison of letters, numbers, or	X		
patterns quickly and accurately.			
Communication Skills:	September 2 August 2	1 A 100 A 10	
Develop written communications	X		
requiring grammar skills.			
Interact with customers on an	,, X	JØ.	
explanatory basis.			
Interact with groups of people.		Editorials -	
Math Skills: Basic skills of addition, subtraction,	37		
and multiplication.	X		
Advanced math skills.	v		
Reading Skills:	**************************************		
Basic instructions material		erts 🗀	
Technical information	X		
Other	<b>.</b>	Belleman graph - 20	
Other			
Culvi	L		- Service - Serv

## JOB DESCRIPTION EMPLOYEE AGREEMENT STUDENT INTERNSHIP PROGRAM

Ι,	, have read and understand that the duties listed
performed. The omission of :	illustration of the various types of work that may be specific statements of duties does not exclude them from this , related or a logical assignment to the position.
Employee Signature	Date

Approved by City Commission: 10/17/16

Created by City Archivist: 10/06/2016

10-17-16 6F

## AGREEMENT BETWEEN THE CITY OF DEADWOOD AND SCHMIDT CONSTRUCTION

This Agreement, dated this 3<sup>rd</sup> day of October, 2016, is by and between the CITY OF DEADWOOD, a South Dakota municipality with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY" and SCHMIDT CONSTRUCTION of 8082 Blucksberg Drive, Sturgis, SD 57785, hereinafter referred to as "SCHMIDT."

WHEREAS, SCHMIDT has agreed to enter into a contract with the CITY to replace nine (9) panels on Pleasant Street and to replace four (4) sections of sidewalk on Shine Street.

The total amount for completion of the work shall be Nineteen Thousand One Hundred Dollars (13,500.00)

Thirteen thousand one Hundred Dollars to the complete deliberation of the work shall be Nineteen Thousand One Hundred Dollars to the complete deliberation of the work shall be Nineteen Thousand One Hundred Dollars to the complete of the work shall be Nineteen Thousand One Hundred Dollars to the complete of the work shall be Nineteen Thousand One Hundred Dollars to the complete of the work shall be Nineteen Thousand One Hundred Dollars to the complete of the work shall be Nineteen Thousand One Hundred Dollars to the complete of the work shall be Nineteen Thousand One Hundred Dollars to the complete of the work shall be Nineteen Thousand One Hundred Dollars to the complete of the work shall be Nineteen Thousand One Hundred Dollars to the complete of the complete of

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which SCHMIDT shall provide the construction services described above; and

WHEREAS, the CITY has accepted the proposal from SCHMIDT, the parties agree as follows:

- 1. The Recitals set forth above are herein incorporated and made part of this Agreement;
- 2. SCHMIDT remove and replace nine (9) panels on Pleasant Street;

SCHMIDT shall cut the sidewalk and curb on Shine Street;

ω/ M 4. SCHMIDT shall remove concrete;

SCHMIDT shall pour a new sidewalk, gutter, and drain pan;

SCHMIDT shall provide all signage and/or other markers/barriers to prevent injuries to persons or property near the work area;

SCHMIDT will maintain the sidewalk for the public to enter and exit

#### safely while construction is proceeding;

- 8. All work shall be done in a professional and workmanlike manner;
- 9. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
- 10. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
- 11. SCHMIDT 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;
- 12. SCHMIDT agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of SCHMIDT in connection with this agreement or services performed or materials provided pursuant to this contract;

13. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to SCHMIDT;

14. CITY shall pay SCHMIDT a sum not to exceed Nineteen Thousand One JC/ARS
Hundred Dollars (\$19,100.00), upon completion of work; and

(4 13,500.00)

15. SCHMIDT shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

#### CITY OF DEADWOOD

	By Charles Turbiville, Mayor
Mary Jo Nelson City Finance Officer	SCHMIDT CONSTRUCTION  By Man Member  Bill Schmidt, Member
State of South Dakota	) ) SS
personany appeared Diff Schiffe	) 33 ) October, 2016, before me, the undersigned officer lt, known to me to be the person whose name is subscribed to the owledged that he executed the same for the purposes therein
IN WITNESS WHEREC	OF, I have set my hand and official seal.

Burdamahder

My Commission Expires: MY TERM EXPIRES MARCH 3, 2019

Notary Public

# AGREEMENT BETWEEN THE CITY OF DEADWOOD AND AINSWORTH-BENNING CONSTRUCTION A JOURNEY GROUP COMPANY

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 Ainsworth-Benning Construction A Journey Group Company, with its principal place of business located at 345 Industrial Dr, Spearfish, South Dakota 57783, hereinafter referred to as "CONTRACTOR;"

WHEREAS, CONTRACTOR has agreed to furnish all labor and materials for the reconstruction of the city steps and replacement of the 1 Forest Street retaining walls in the amount of Seventy –four Thousand Four Hundred and no/100s Dollars (\$74,400.00), 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 Albertson Engineering, Inc., 3202 West Main Street, Suite C, Rapid City, South Dakota 57702, as the "ARCHITECT" for all references herein, and

WHEREAS, the CITY has accepted the proposed bid from AINSWORTH-BENNING based upon its representations, the parties agree as follows:

- 1. The Recitals set forth above are herein incorporated and made part of this Agreement;
- 2. CONTRACTOR shall remove existing failed stacked stone walls and replace with new concrete retaining walls with stone veneer to match existing near the property line of 382 Williams Street. Scope also includes yard drainage improvement adjacent to the sidewalk. At 1 Forest Avenue, the project includes drainage improvements for the wall as detailed in the contract documents and applicable addenda;
- 3. 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;

- 4. CONTRACTOR shall fully execute the work described in the contract documents;
- 5. CONTRACTOR shall achieve substantial completion of the project on or within sixty (60) days of notice to proceed as indicated in Bid Form;
- 6. CITY shall make progress payments of the contract sum on account to CONTRACTOR as provided in the general conditions of the contract for construction as needed, subject to additions and deductions as provided in the contract documents:
- 7. 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;
- 8. ARCHITECT will serve as initial decision maker pursuant to Section 15.2 of general conditions of the contract for construction, unless the parties appoint below another individual, not a party to this Agreement, to serve as initial decision maker;
- 9. CONTRACTOR shall pay the sum of \$100 per day for each day that the project is not completed beyond the project completion date as specified in the plans and specifications, and shall be deducted from any monies due to CONTRACTOR as liquidated damages as indicated in Notice to Bidders;
- 10. CITY or CONTRACTOR may terminate this agreement pursuant to the provisions and procedures outlines in Article 14 of Engineer's Commission No. 2015-319, which provides for termination by CONTRACTOR due to significant work stoppage or delays by CITY and provides for termination by CITY due to failure to make payments to subcontractors in accordance with agreements between CONTRACTOR and subcontractors, failure to supply sufficient skilled workers, disregard of applicable laws, ordinances, regulations or lawful orders, and due to breach of provision or provisions of the contract documents.
- 11. CONTRACTOR shall purchase and maintain insurance and provide bonds as set forth in Article 11 of the general conditions of the contract for construction;
- 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	, 2016.	
		CITY OF DEADWOOD	
		By:Charles Turbiville, Mayor	
ATTEST:			
Mary Jo Nelson			
City Finance Of	ticer		

2016

Dated this day of	, 2016.
	AINSWORTH-BENNING CONSTRUCTION A JOURNEY GROUP COMPANY
	By: Will McElroy, President
State of South Dakota )	
State of South Dakota )  County of )	
personally appeared Will McElroy,	, 2016, before me, the undersigned officer, the President of Ainsworth-Benning Construction A Journey ed that he executed the same for the purposes therein
IN WITNESS WHEREOF, I (SEAL)	have set my hand and official seal.
	Notary Public
	My Commission Expires:

#### NOTICE OF PUBLIC HEARING Petition to Vacate Public Right-of-Way

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 October 17, 2016, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 pm or soon thereafter as the matter may be heard, will consider the following requests:

That portion of Williams St., in its entirety, located adjacent to the Bradsky Tract of M.S. 308, a portion of M.S. 308 with 50' frontage on Main St., Lot 1A of Tract A of M.S. 81, Lot 2A of Tract A of M.S. 81, Lot 3 of Tract A of M.S. 81, Lots 21 and 22 of Block 3 of the Fountain City Addition the City of Deadwood. (Including the previously vacated portion of row), Lots 16, 17, 18, 19 and 20 of Block 3 of the Fountain City Addition to the City of Deadwood.

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

Dated this 19th day of September, 2016.

CITY OF/DEADWOOD

Mary Jo Nelson, Finance Officer

Publish BH Pioneer: September 22, and September 29, 2016

#### **RESOLUTION 2016-17**

#### RESOLUTION TO VACATE PORTION OF CITY STREET RIGHT-OF-WAY

WHEREAS, the City Commission of the City of Deadwood, Lawrence County, South Dakota, received a petition from B.Y. Development Inc. and Optima LLC for the vacation of a Portion of Williams Street pursuant to SDCL 9-45-7, and

**WHEREAS**, the petition requested vacation of **A Portion of Williams Street** shown on the following plat:

Plat of Bradsky Tract Revised, Bradsky Tract Number 2 and Relocated Williams Street Right-of-Way

With the beginning, course, and termination of the Portion of Williams Street to be vacated described as follows:

All of Williams Street beginning at the southeasterly end abutting the northwesterly right-of-way line of Lower Main Street/US Highways 85 & 14A; thence northwesterly to a point where Williams Street turns to the southwest; Thence southwesterly to a point adjacent to Lot 15 of Block 3 of the Fountain City Addition to the City of Deadwood, said lot being on the southeasterly side of the right-of-way, and adjacent to Lot 4 of Tract A of M.S. 81, said lot lying on the northwesterly side of the right-of-way.

as shown on the Plat attached hereto and incorporated herein(the "Williams St Vacated this Plat"), and

WHEREAS, a public hearing was held on October 17, 2016 after due notice to the public, and no objections were made or received, and

WHEREAS, the public interest will be better served by vacating the above mentioned portion of Williams Street; The vacated road will serve to promote public health, welfare and safety. Thus, the petitioner believes the proposed vacation is in the best interests of the City of Deadwood, and that such vacation will be for the advantage of and the best interests of the petitioner and the public generally.

WHEREAS, the land through which the Vacated Road currently passes is abutted by petitioners by virtue of their ownership of the Bradsky Tract of M.S. 308, a portion of M.S. 308 with 50' frontage on Main St, Lot 1A of Tract A of M.S. 81, Lot 2A of Tract A of M.S. 81, Lot 3 of Tract A of M.S. 81, and Lot 4 of Tract A of M.S. 81, Lots 15, 16, 17, 18, 19, 20, 21 and 22 and the previously vacated portion of right of way adjacent to Lots 21 and 22 all of Block 3 of the Fountain City Addition to the City of Deadwood.

Located in the NW1/4 of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota

now, therefore,

**IT IS HEREBY RESOLVED**, pursuant to SDCL 9-45-9, that the public interest will be better served by the proposed vacating of the private road described as follows:

That portion of the William Street Right-of-Way shown on the attached proposed plat of Bradsky Tract Revised, Bradsky Tract Number 2 and Relocated Williams Street Right-of-Way

IT IS FURTHER RESOLVED that the City Commission shall make its Order that such Portion of Williams Street Right-of-Way be vacated.

Dated this 17th day of October, 2016.

	City of Deadwood
	By: Charles Turbiville, Mayor
ATTEST:	
Mary Jo Nelson, Finance Officer	_

#### Mary Jo Nelson

10-17-14 8B

From: Sent: Lee Harstad <lee@deadwood.org> Thursday, October 06, 2016 12:05 PM

To:

Mary Jo Nelson

Cc:

David Ruth; Jeanna Dewey

Subject:

Agreement for Welcome Center edits

Hi Mary Jo:

The Chamber met with Commissioners Ruth and Todd this morning to discuss the agreement between the City and Chamber on the new Welcome Center.

There was a draft agreement provided to the Commission and Chamber Board recently, and here are the changes to that agreement, per the meeting today.

3) Term of the lease: 1st day May, 2017 to 31st day of January, 2020

9) CHAMBER shall pay a monthly flat fee of \$1,000 to the CITY for use of the facility. The CHAMBER will be responsible for payment of telephone, Internet, recycling and garbage, and will have those services under the CHAMBER name. All other utilities will be paid for and under the name of the CITY.

10) CITY shall be responsible...and plumbing repairs. CHAMBER shall be responsible for all day-to-day maintenance and cleaning of the Chamber offices, common areas in the Chamber section including the meeting room and restrooms in the Chamber section of the Center. CITY shall be responsible for day-to-day maintenance and cleaning of the 24-hour area, trolley waiting area, and 24-hour restrooms, and the exhibit area of the Welcome Center.

12) If CHAMBER intends on providing concessions or selling merchandise by an outside vendor in the Welcome Center, a proposal shall be brought before the Deadwood City Commission and approved.

The remainder of the agreement has no changes at this time.

Let me know if you have any questions.

Thanks Mary Jo! Lee

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



## AGREEMENT BETWEEN THE CITY OF DEADWOOD AND DEADWOOD CHAMBER OF COMMERCE AND VISITORS BUREAU

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 DEADWOOD CHAMBER OF COMMERCE AND VISITORS BUREAU, A South Dakota non-profit corporation, with its principal place of business located at 767 Main Street, Deadwood, SD 57732, hereinafter referred to as "CHAMBER;"

WHEREAS, the parties have agreed that CHAMBER shall lease and coordinate the use of the CITY'S Lower Main Street Welcome Center located at 501 Main Street; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions of the use of the facility and the responsibilities of the CHAMBER; and

The parties agree as follows:

- The Recitals set forth above are herein incorporated and made part of this Agreement;
- CHAMBER shall utilize the Lower Main Welcome Center as described below,

Chamber 3. requests May 1

The term of this lease shall be for a term of three (3) years commencing on the 1<sup>st</sup> day of January, 2017, and ending on the 31<sup>st</sup> day of January, 2020. At the expiration of such term, this agreement, if not renewed in writing for an additional fixed period, and if not earlier terminated in writing by either party, shall be deemed a year-to-year agreement cancelable by either party on not less than sixty (60) days' written notice, which notice may be given at any time during the year;

- 4. CHAMBER shall manage and supervise the ongoing operations and use of the Deadwood Welcome Center, located at 501 Main Street;
- 5. CHAMBER shall do everything reasonable necessary for the proper management of the property, including periodic inspections, reporting maintenance issues to the Public Buildings Supervisor, and arranging for repairs as needed;
- 6. Any and all proposed improvements or alterations to the building or the grounds shall be approved by the Deadwood City Commission;

### **DRAFT**

7. CHAMBER shall have the exclusive right to negotiate rental or use agreements with prospective tenants or users. CITY, Deadwood Historic Preservation, and Local Non-profit Organizations shall be able to use the meeting room or interpretive space if available and requested free of charge;

chamber requests
that monthly
fee \$1,000

CHAMBER shall be solely responsible for the scheduling, promotion, coordination and management of activities to be held at the Deadwood Welcome Center with the exception of events held by third parties;

CHAMBER shall pay all utilities including natural gas, electricity, telephone, internet, security system, water, sewer, and garbage. All utility bills will be in the name of CHAMBER;

Chamber vounts to Exclude certain

CITY shall be responsible for all maintenance to the facility including snow removal, general up keep, annual maintenance service work, mechanical systems repairs, and plumbing repairs. CHAMBER shall be responsible for all day to day maintenance and cleaning of the entire facility including the trolley waiting area, meeting space, restrooms, offices, public interpretive space and the storage room;

- 11. CHAMBER shall acquire and maintain a One Million Dollar (\$1,000,000) general liability insurance policy naming the CITY as an additional insured at all times. CHAMBER shall provide proof of insurance to the CITY on an annual basis. CITY shall insure the building and the CHAMBER shall insure all the contents of the building;

  Chamber requests "By out side."
- 12. If CHAMBER intends on providing concessions or selling merchandise in the Deadwood Welcome Center a proposal shall be brought before the Deadwood City Commission and approved;
- CITY shall designate all parking arrangements in the Lower Main Welcome Center Parking Lot including the location of the CHAMBER staff parking;
- 14. CHAMBER 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 CHAMBER as set forth in this agreement;
- 15. CHAMBER shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
- 16. 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.

**DRAFT** 

Dated this	_day of	, 2016.	DKA
		CITY OF DEADWOOD	
ATTEST:		By:Charles M. Turbiville, Ma	yor
Mary Jo Nelson City Finance Officer			
Dated this	_day of	, 2016.	
		DEADWOOD CHAMBER OF VISITORS BUREAU	F COMMERCE AND
		Ву:	
		Its: President	
State of South Dakota		) ) SS	
County of		)	
personally appeared	oing instru	, 2016, before n , known to me to be ment and acknowledged that he/s	the nerson whose name is
IN WITNESS	WHEREOF	, I have set my hand and official s	eal.
(SEAL)			
		Notary Public My Commission Expire	

#### **EASEMENT AGREEMENT**

The City of Deadwood, a municipal corporation, 102 Sherman Street, Deadwood, SD 57732, owner of a sidewalk located on the northeast side of Lot 16, Block 19, City of Deadwood, hereby grants and conveys to Dale Berg, doing business as Berg Jewelry, 650 Main Street, Deadwood, Lawrence County, South Dakota a permanent easement for approximately four feet (4') of balcony overhang in which the overhang balcony encroaches upon property of the City of Deadwood.

Dale Berg agrees to maintain the balcony overhang at all times and to ensure the overhang balcony is in a good state of repair and not in any way dangerous to passing traffic. The City of Deadwood agrees this easement shall be permanent and forever run with the land known as Lot 16, Block 19, City of Deadwood, Lawrence County, Deadwood, South Dakota, 57732.

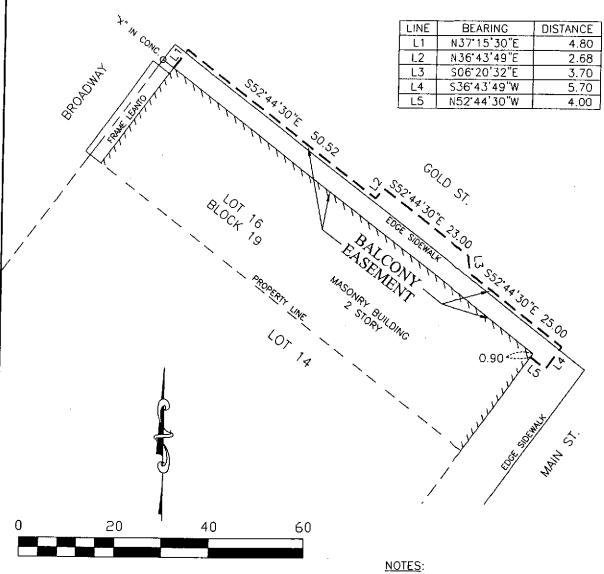
In addition, the City of Deadwood, owner of the sidewalk described above hereby grants a permanent easement to Dale Berg, doing business as Berg Jewelry, 650 Main Street, Deadwood, Lawrence County, South Dakota, for a staircase encroaching upon the property of the City of Deadwood, further described as a staircase being approximately five feet (5') wide and running from the sidewalk in front of Lot 16, Block 19 up to the balcony located on the northeast side of Lot 16, Block 19. This easement shall be permanent and forever run with the land known as Lot 16, Block 19, City of Deadwood, Lawrence County, South Dakota.

The parties to this Easement Agreement hereby acknowledge neither party shall be entitled to any consideration for this easement.

Dated this day of	, 2016.
City of Deadwood  102 Shermon St. Deadwood SD 57722	Berg Jewelry
By: (print name and title)	650 Main Street, Deadwood, SD 57732  By: Dale Berg - Owner
(Print hame and title)	(print name and title)

#### EXHIBIT FOR BALCONY EASEMENT

FOR LOT 16, BLOCK 19
ORIGINAL TOWN OF DEADWOOD
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



NOTES:

1. OUTSIDE FACE OF BUILDING IS THE PROPERTY LINE ALONG MAIN ST. AND GOLD ST.

DATED THIS ZENT M. SEPT.

PREPARED BY:



ARLETH LAND SURVEYING, LLC 24 CLIFF STREET DEADWOOD, SD 57732 605-578-1637 DATE: SEPT. 28, 2016

REV:

SCALE: 1"=20' DRAWN: FD JOB NO: 9398

#### Dave Stafford Architecture



October 5, 2106

Mike Albertson Albertson Engineering 3202 W. Main St, Ste C Rapid City, SD 57702

Ref: Berg Jewelry

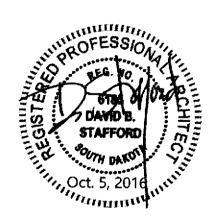
Dear Mike:

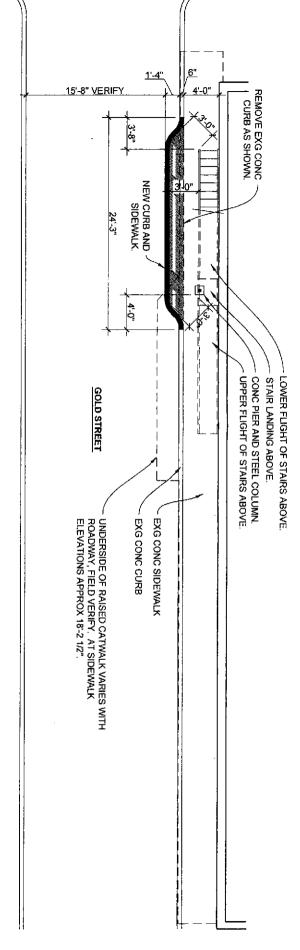
Please note the attached drawing showing the proposed north side stairway at Berg Jewelry. Since the stairway is not a required exit (per the IBC) and is not part of an accessible route, the ADA is not concerned with it. On the other hand, the sidewalk is a public facility and therefore must meet ADA requirements. The ADA minimum width is 36 inches as shown in the drawing. The drawing shows the minimum length of curb that would need to be moved to accommodate the 36 inch width. The city could, always widen more of the sidewalk if they chose to make the width more uniform.

Let me know if you need anything more.

Sincerely,

David B. Stafford, AIA





- PROJECT SCOPE OF WORK:

  1. THE STAIR AND CATWA THE STAIR AND CATWALK COMPONENETS OF THE BERG JEWELRY PROJECT ARE SHOWN HERE FOR INFORMATION AND FOR COORDINATION PURPOSES. THIS WORK WILL BE COMPLETED UNDER ANOTHER CONTRACT
- WORK UNDER THIS PROJECT INCLUDES THE DEMOLITION, AND REPLACEMENT OF THE EXG CONC CURB AND GUTTER AS SHOWN.

# GENERAL NOTES:

- VERIFY ALL SITE DIMENSIONS AND CONDITIONS.
  COORDINATE LOCATIONS OF ALL COMPONENTS OF THE BERG JEWELRY PROJECT AS THEY RELATE TO THIS PROJECT.

e Stafford hitecture City, SD 57701 uth Street, Ste 203 ord@midconetwork.com E: 605.390.2687 PLAN VIEW DEADWOOD, SOUTH DAKOTA BERG JEWELRY - SIDEWALK MODIFICATION SEPT 5, 2016 Ħ

DEADWOOD

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

10-17-16 10A

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

DEADWOOD CITY HALL 102 Sherman Street Telephone (605) 578-2600

#### MEMORANDUM

Date:

September 27, 2016

To:

Deadwood City Commission

From:

Robert E. Nelson, Jr., Zoning Administrator

Re:

**Surplus Property** 

Before you is a parcel of land that is of no use to the City of Deadwood and I would like you to consider declaring the parcel surplus. The land involved is located at the intersection of Denver Avenue and Williams Street. Included with this memo you have a plat map and a GIS map to help you locate and evaluate the property in question.

Lot 1B is currently being used as the yard for 424 Williams Street and has been for many years. I have not located any history on the property as to why the ownership is under the City of Deadwood. The current owner of 424 Williams Street has expressed interest in taking ownership of the parcel from the City of Deadwood and the total size of the lot is 1,363 square feet.

The City of Deadwood has two primary options; the first being a resolution to surplus and transfer to Deadwood-Lead Economic Development which would allow them to transfer the parcel to the adjacent landowner or the second being a resolution to surplus and appoint an appraisal board to determine a value. The second option requires the City of Deadwood to obtain an appraisal report of the land to be surplus. The appraisal performed by a board of three disinterested appraisers who are freeholders within the municipality as stated in the state statute below.

9-3A-13. Appraisement of lots to be sold. The Board of Education, municipal authorities, or judge aforesaid shall appoint three competent and suitable freeholders of such municipality a board of appraisers, whose duty it shall be to make a careful inspection and examination of all the unclaimed lots or parcels of land aforesaid; and upon each of such lots or parcels of land they shall affix a reasonable and just valuation, and upon the completion of their appraisement they shall make and return a full and complete report of their proceedings and appraisement to the Board of Education, district school board, municipal authorities, or judge of the circuit court, which said report shall contain a full schedule of each and every lot or parcel of land remaining unclaimed, giving an exact description of said lots by their numbers and the numbers of their block, and all parcels of land not so numbered shall be described by metes and boundaries, and upon each lot or parcel of land separately they shall designate the valuation thereof as fixed by their appraisement. Said appraisement and report shall be subscribed and sworn to by at least two of said appraisers.

As an appraisal board one of the three board members will draft a report showing the mutually agreed upon valuation of the parcel and this report will need to be signed by the three board members and returned to the City.

After completion of the appraisal report the parcel will be brought back before the City Commission to determine a method to dispose of the parcel such as sealed bids, auction, or listing the property for sale. If the property is valued less than \$500 the parcel can be sold to the adjacent landowner.

#### Possible Actions:

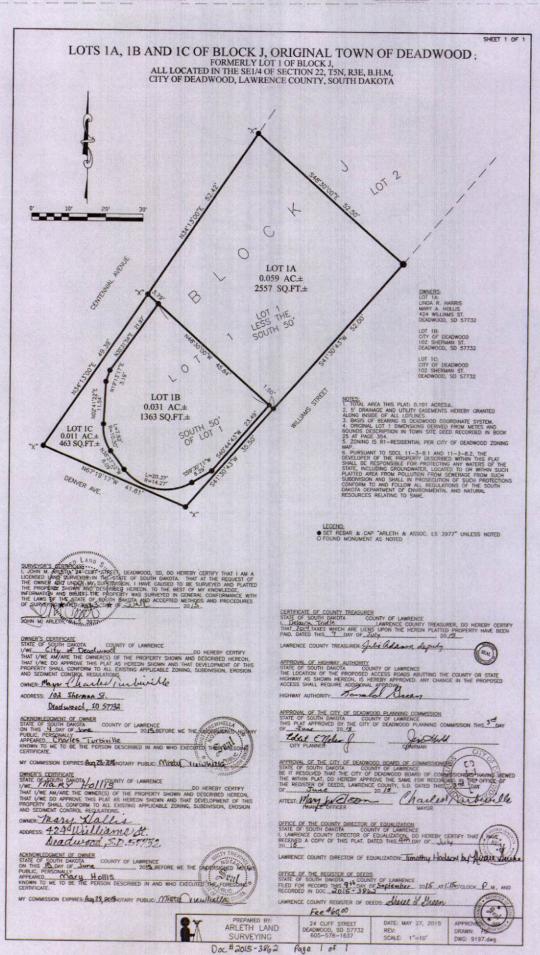
Motion to direct staff to move forward with surplus of Lot 1B of Block J and utilize DLED to facilitate the transfer of property;

Or

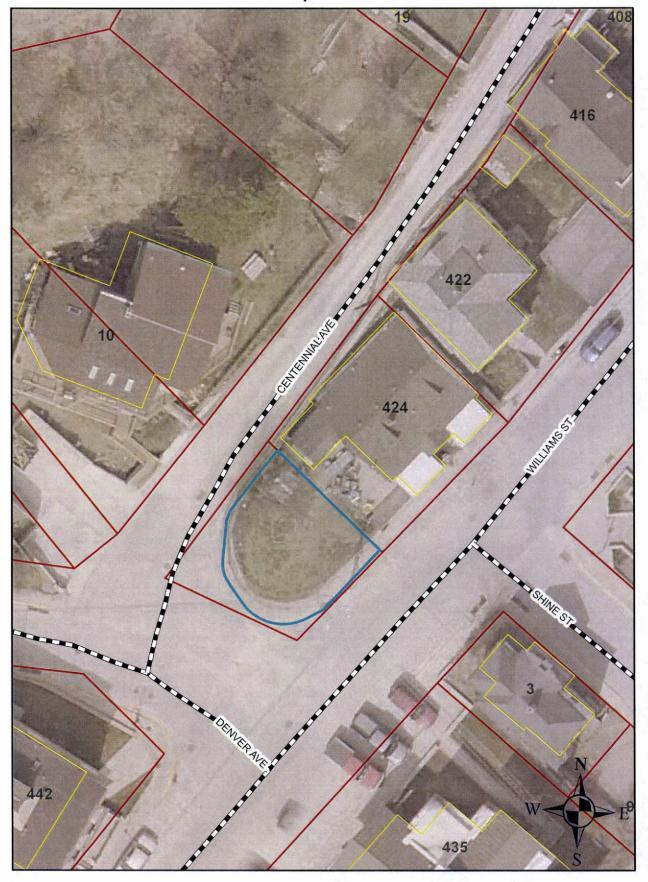
Motion to direct staff to move forward with surplus of Lot 1B of Block J and begin the appraisal board process.

Or

Motion to retain ownership of Lot 1B of Block J and not surplus the parcel.



424 Williams Street Surplus Lot



#### **ORDINANCE NUMBER 1247**

#### TO AMEND CHAPTER 5.28 VENDING

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER 5.28 AS FOLLOWS:

5.28.080 Exceptions.

B. This chapter, except for the temporary structures provisions and the licence application provision (5.28.040), shall not apply to solicitations, sales or distributions made by local or nationally chartered charitable, educational or religious organizations. This chapter shall not be deemed to waive the notice requirements under the state statute to the city commission of any organization conducting a bingo game or lottery nor to restrict the city commission in the reasonable regulation of such bingo game or lottery.

Dated this 17th day of October, 2016

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

First Reading: October 3, 2016 Second Reading: October 17, 2016

Published: October 20, 2016 Adopted: November 9, 2016

#### **ORDINANCE NO. 1248**

#### AN ORDINANCE CONTINUING

#### BUSINESS IMPROVEMENT DISTRICT NO. 7 OF THE

### CITY OF DEADWOOD, SOUTH DAKOTA, Section 3.20, Deadwood Codified Ordinance

Be it ordained by the City of Deadwood:

#### Sections:

3.20.010 Establishment of District Business improvement district no. 7

3.20.020 Boundaries

3.20.030 Purpose of District.

3.20.035 Board

3.20.030 040 -Occupancy tax.

3.20.040 050 Determination of tax.

3.20.050 060 Remittance of tax.

3.20.060 070 No limitation of rights.

3.20.070 080 Attorney's fees and costs.

3.20.080 090 Costs covered by taxes.

3.20.090 100 Complimentary rooms.

3.20.100 110 Required statement.

<u>3.20.010</u> Business improvement district no. 7. Pursuant to SDCL 9-55, business improvement district no. 7 of the city of Deadwood, South Dakota, was created in 2005. A Resolution of Intent 2015-14, for the continuation of this district, was approved on the 21st day of September, 2015, and adopted after the public hearing on the 2nd day of November, 2015.

3.20.020 Business improvement district no. 7 shall include all lodging establishments within the city limits of Deadwood have the following boundaries, but excluding any bed and breakfast establishments and include the following:

BW Hickok House - 137 Charles Street

Black Hills Inn and Suites - Highway 385 South

Branch House - 37 Sherman Street

Bullock I, II, III Hospitality- 635 Main Street

Butch Cassidy Inn and Suites - 57 Sherman

Cadillac Jack's - 360 Main Street

Cedarwood Inn - 103 Charles Street

Celebrity Hotel - 625 Main Street

Comfort Inn/Gulches of Fun - 225 Cliff Street

Deadwood Dicks Suites - 51 Sherman Street

Deadwood Hospitality Resorts LLC - 304 Cliff Street

Deadwood Mountain Grand - 1906 Deadwood Mtn.

Deadwood Station - 68 Main Street

First Gold - 270 Main Street

Franklin Hotel - 700 Main Street

Gold Country Inn - 801 Main Street

Hampton Inn - 531 Main Street

Hickoks Hotel - 685 Main Street

Historic Deadwood Convention Center-37 Sherman and 27 Deadwood Streets

Holiday Inn Express - 22 Lee Street

Hotel by Gold Dust - 25 Lee Street

Iron Horse 27 Deadwood Street

Lodge at Deadwood - 100 Pine Crest

Madame Peacocks The Mint - 638 Main Street

-Martin Mason Hotel 37 Sherman

Mineral Palace - 605 Main Street

Springhill Suites - 360 Main

Super 8 - 196 Cliff Street

Terrace Motel - 250 Main Street

Thunder Cove Inn - 311-315 Cliff Street

All hotels, motels or lodging establishments not in the above list which are built, constructed or established after the date of the establishment of business improvement district no. 7 shall automatically become a part of the district.

3.20.**030** Purpose. Business improvement district no. 7 is created for the purpose of funding a portion or all of future proposed public facilities, improvements and activities along with costs of acquisition, construction, maintenance, operation and repair of such improvements, facilities or activities and other purposes as allowed by 9-55-3.

## 3.20.035 Board. There is hereby continued, as has been previously established pursuant to SDCL 9-55, a Business Improvement District 7 Board.

- A. Members. The members shall consist of all persons or business paying assessments or occupation taxes levied by the Business Improvement District. In order to be a member, one must be an owner, general manager, or an authorized owner-representative with decision making authority.
- B. Officers. Every member shall also serve as a member of the board, which board shall consist of no less than five (5) members.
- C. Terms. The persons which serve as members on this board shall be elected for one (1) year term at the Annual meeting of the District members and such elected persons' names shall be submitted to the Mayor, with the approval of the City Commission, for appointment.
- D. <u>Vacancies</u>. <u>Vacancies shall be filled by the Mayor, with the approval of the City Commission, upon recommendation by the Business Improvement District members by election at a membership meeting.</u>

3.20.030 <u>040</u> Occupancy tax. An occupancy tax in the amount of two dollars (\$2.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments. This occupancy tax shall be fair, equitable and uniform as to class. No occupancy tax may be imposed on any transient guest who has been offered a room by

a lodging establishment on a complimentary basis and no fee or rent was charged for such room. This tax rate shall be subject to establishment and adjustment by the Deadwood city commission, by resolution upon recommendation from the board of business improvement district no. 7.

#### 3.20.040 050 Computation and collection Determination of tax.

The Deadwood city finance officer is authorized and directed, with the advice and recommendations of the board of business improvement district no. 7, to determine and compute the tax in accordance with this chapter. The occupancy tax assessed pursuant to the terms of this chapter shall be remitted by the 20th day of each month to the Deadwood city finance officer, with the remittance to be for the previous calendar month's tax collections. The city finance officer and the board of business improvement district no. 7 or its designee or any person or firm contracted by the city finance officer and the business improvement district board shall be entitled to audit the books, ledgers, or franchise reports of any hotel, motel or lodging establishment subject to the terms of this act, including the right to inspect daily reports of such hotels and motels so as to ensure that the occupancy tax assessed by this act is being properly remitted to the city of Deadwood. The city finance officer shall be entitled to seek injunctive relief against any hotel, motel or lodging establishment which does not remit the proper amount of tax monies when due, which relief may be in the form of an action requiring the offending hotel or motel owner to allow entry upon their property and access to their records, computers, or books so as to verify that the hotel, motel or lodging establishment is remitting all monies it collects pursuant to this chapter and the laws of the state of South Dakota. Each hotel, motel or lodging establishment subject to this chapter shall keep accurate records of amounts collected from transient guests for review by the city finance officer or its designee, pursuant to this chapter.

#### 3.20.050 060 Remittance of tax and penalties for failure to pay.

All remittances of occupancy tax collected pursuant to this chapter shall be due and received in the office of the city of Deadwood finance officer on or before the 20th day of the month following the month for which the occupancy tax remittances are due. All amounts that are not received on or before the 20th day of the month will be charged a late fee in the amount of ten percent (10%) of the total amount due with a minimum fee of ten dollars (\$10.00). Failure to pay such tax shall also constitute a violation of this chapter, which may be punishable by a fine, not to exceed five hundred dollars (\$500.00), to be paid to the city of Deadwood. Any unpaid balance under this chapter shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. The city of Deadwood finance officer shall certify all unpaid amounts or balances to the county treasurer for collection in the same manner as general property taxes are collected. Further, the city of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this chapter, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

3.20.060 070 No limitation of rights. Nothing within this chapter shall be construed as limiting of any other rights which the city of Deadwood has, or may pursue in seeking collection of monies received but not paid under the terms of this chapter. In the event that this tax becomes

subject to supervision by the state of South Dakota through the state's department of revenue, any rights which Deadwood has herein shall be deemed cumulative to any powers which inure to the benefit of the state.

- 3.20.070 <u>080</u> Attorney's fees and costs. In the event of any civil or criminal action being filed seeking collection of any delinquent assessments, the offending hotel, motel or lodging establishment shall be responsible for and pay all attorney's fees and costs incurred by the city of Deadwood in seeking payment under the terms of this chapter.
- 3.20. <u>080 <u>090.</u> Costs covered by taxes. All costs incurred by the city of Deadwood or the city finance officer or the board pursuant to this chapter shall be paid from occupancy taxes collected under this chapter.</u>
- 3.20.090 .100 Complimentary rooms. Each hotel, motel or lodging establishment shall account for complimentary rooms which are also subject to audit by the city finance officer and the board of business improvement district no. 7 or its designee or contractor with such records to show the basis for offering such room on a complimentary basis.
- 3.20.100 110. Required statement. Any business governed by this chapter shall sign a sworn statement to be submitted along with the remittance for any tax imposed by this chapter on or before the 20th day of each month stating as follows:

I declare, under penalty of perjury, that the above accounting of rooms rented is accurate and the tax payment made herein is accurate to the best of my knowledge according to my business records.

Title	Date	
Dated this 17th day	of October, 2016.	
		CITY OF DEADWOOD
		Charles Turbiville, Mayor
ATTEST:		
Mary Jo Nelson, Cit	ty Finance Officer	

First Reading: October 3, 2016 Second Reading: October 17, 2016

Published: October 20, 2016 Adopted: November 9, 2016

#### **ORDINANCE NO. 1249**

# AN ORDINANCE CONTINUING BUSINESS IMPROVEMENT DISTRICTS NOS. 1, 2, 3, 4, 5 and 6 WITHIN THE CITY OF DEADWOOD AND ESTABLISHING ASSESSMENTS, Section 3.16, Deadwood Codified Ordinance, Business Improvement District 1-6 FOR 2016

BE IT ORDAINED by the City of Deadwood, South Dakota, as follows:

3.16.010	Establishment of District
3.16.020	Boundaries of District
3.16.030	Purpose of District
3.16.040	Board
3.16.050	Imposition of Tax/Special Assessments
3.16.060	Collection and Due Date
3.16.070	Penalties for Failure to Pay
3.16.080	Severability

#### 3.16.010 Establishment of District

There has been previously created, pursuant to SDCL Chapter 9-55, as amended, six (6) business improvement districts within the City of Deadwood, South Dakota, which districts have been known as Business Improvement District No. 1, Business Improvement District No. 2, Business Improvement District No. 3, Business Improvement Business Improvement District 4, Business Improvement District No. 5 and Business Improvement District No. 6; and the City Commission of the City of Deadwood, having adopted a RESOLUTION OF INTENT TO CONTINUE NEW BUSINESS DISTRICTS, ESTABLISH THE LEVY OF THE BUSINESS OCCUPATION TAX, AND ESTABLISH RATES FOR 2016-FOR BUSINESS IMPROVEMENT DISTRICTS on the 21st day of September, 2015 and all previous years since 1991, and having given notice as required by South Dakota law of a hearing on said Resolution of Intent and holding such hearing the 2nd day of November, 2015; and as a result of said hearing the Resolution of Intent adopted September 21, 2015 was approved by the City Commission of the City of Deadwood.

#### 3.16.020 Boundaries of District

A description of the boundaries for each of the districts shall be as follows:

Business Improvement District No. 1: All hotels, motels, lodging establishments and gaming establishments located within the city limits of Deadwood, applied to all gaming devices and hotel rooms located the city limits and affiliated with or have common ownership with any gaming establishment or property. on both sides of Main Street between and including 607 Main Street to 709 Main Street.

Business Improvement District No. 2: All other hotels, motels and lodging establishments located within the City of Deadwood in which gaming devices are located, and affiliated with or connected to or have common ownership with any gaming establishment or property and the following additional properties:

- 555 Main Street Tin Lizzie	
560 Main Street Deadwood Gulch Saloon	ı
Joo Main Sheet Deadwood Galen Baloon	
27 Deadwood — Deadwood Iron Horse In	n

All other hotels, motels and lodging establishments located within the city limits of Deadwood applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including the following businesses existing as of the date of this ordinance and any future similar businesses meeting the same critera, in which gaming devices are located, and affiliated with or connected to or have common ownership with any gaming establishment or property and the following additional properties:

555 N	Aain Street	<del>Tin Lizzie</del>
560 N	Main Street	Deadwood Gulch Saloon
	Deadwood	Deadwood Iron Horse Inn

Business Improvement District No. 3: All hotels, motels, lodging establishments, and bed and breakfast establishments within the <u>city limits of City of Deadwood</u> which do not have gaming devices.

Business Improvement District No. 4: Each gaming establishment leasing a city slot machine as determined by sealed bid or auction conducted by the City of Deadwood. All gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including the businesses existing on the date of this ordinance, and any future similar businesses meeting the same criteria. This includes the following properties:

658 Main	Buffalo/Bodega
	Bullock Hospitality
360 Main	
625 Main	Celebrity Hotel
304 Cliff	- Deadwood Gulch Gaming Resort
560 Main	Deadwood Gulch Saloon

1906 Deadwood Mountain	- Deadwood Mountain Grand
<u> 270 Main</u>	- First Gold
688 Main	- Gold Dust Gaming
663 Main	- Gold Dust Lodging/Holiday Inn Express
685 Main	Hickok's Saloon
- 100 Pine Crest Lane	Lodge at Deadwood
	- Midnight Star
	Mineral Palace
709 Main	- Silverado/Franklin
196 Cliff	- Super 8 Lodge
531-541 Main	Tin Lizzie Gaming Resort
9 Lee	- Wooden Nickel/Martin Mason

<u>Business Improvement District No. 5</u>: Gaming establishment known as the VFW located at 10 Pine Street.

10 Pine Street VFW VFW

Business Improvement District No. 6: inactive

#### 3.16.030 Purpose of District

The Business Improvement Districts 1-6 have been created for projects and uses allowed by SDCL 9-55. The estimated revenues to be raised and previous revenues to be carried forward by the Business Improvement Districts in 2016 are \$604,485.00 and the estimated costs for activities and promotions within the Business Improvement Districts are as follows:

Business Improvement Districts Nos. 1, 2, 3, 4, 5 and 6:

- Administrative and Legal Expenses	\$ 16,108.00
Deadwood Chamber of Commerce and Visitors' Bureau - Marketing	\$ <del>572,269.00</del>
Contingency	\$ 16,108.00
— TOTAL	\$ 604,485.00

City Slot Machines locations at the following businesses:

360 Main Street	<del>Cadillac Jacks</del>
 250 Main Street	First Gold
100 Pine Crest Ln	Lodge at Deadwood
607 Main Street	Silverado/Franklin
 557 Main Street	Tin-Lizzies

#### 3.20.040 Board

- A. There is hereby created a Business Improvement Board 1-6. Members of the board shall consist of all persons or business paying assessments levied by the Business Improvement District. Members shall select a board consisting of not less than five (5) nor more than twenty-five (25) members.
- B. The persons which serve as members on this board shall be elected for one (1) year terms at the Annual Meeting of the Business Improvement District and elected persons names shall be submitted to the Mayor with approval of the City Commission, for appointment.
- B. The board shall annually select from its members a chair, vice chair, and secretary to be elected by the Business Improvement District board for one (1) year terms.

#### 3.20.04050 Imposition of Tax/Special Assessments

A. The general business tax shall be imposed upon all gaming businesses containing gaming devices located within the six districts licensed by the South Dakota Commission on Gaming, all hotels, motels or other businesses offering lodging accommodations within the city for periods of less than twenty-eight (28) consecutive days, bed and breakfast lodging units, and all businesses containing video lottery machines licensed by the South Dakota Video Lottery Commission located within the six (6) districts.

B. The imposition of the **assessment/t**ax for the six Districts shall be as follows:

A. District No. 1: Tax at the rate of \$100.00 per year or \$5.00 5.50 per year per square foot for 20 square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal five cent machines. Motels, hotels and bed and breakfast establishments shall pay \$50.00 per year per room or \$.1672165 per square foot per motel, hotel, or bed and breakfast lodging units using 300 square feet for each room.

B. District No. 2: Tax at the rate of \$25.00 per year or \$1.25 per square foot on 20 square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal slot machines which shall be applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including the following businesses existing as of the date of this ordinance, and any future similar businesses meeting the same criteria. Tax at the rate of \$100.00 per year or \$5.00 per year per square foot for

20 square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal five cent machines. Motels, hotels, and bed and breakfast establishments shall pay \$50.00 per year per room or \$.166 per square foot per motel, hotel, or bed and breakfast lodging units using 300 square feet for each room.

C. District No. 3: Motels, hotels, and bed and breakfast establishments shall pay \$35.00 per year per room or \$.1166 per square foot per year per motel, hotel, or bed and breakfast lodging unit using 300 square feet for each room.

# District No. 4: A tax at the rate of \$2,000.00 per year or \$100.00 per square foot for twenty square feet for each city or municipal slot machine as determined by sealed bid or auction conducted by the City of Deadwood.

Tax at the rate of \$25.00 per year or \$1.25 per square foot on 20 square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal slot machines which shall be applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including the following businesses existing as of the date of this ordinance, and any future similar businesses meeting the same criteria.

C. District No. 5: Tax at the rate of \$50.00 per year or \$2.50 per square foot on 20 square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal slot machines.

	E. District No. 6: Inactive A tax at the rate of \$2,000.00 per year or \$100.00 per		
square	foot for twenty square feet for each city or municipal slot machines		
located at the	following businesses:		
	Cadillac Jack's	360 Main Street	
	First Gold	250 Main Street	
	Lodge At Deadwood	100 Pine Crest Lane	
	Silverado/Franklin	607 Main Street	
	Tin Lizzie's	557 Main Street	

C. Assessments as set forth above shall be determined by the number of games and video lottery machines licensed by the South Dakota Commission on Gaming and the South Dakota Lottery

Commission as of the 1st day of January <u>in each year</u>, 2016, for the first six (6) months of 2016; and as of the 1st day of July <u>in each year</u>, 2016 for the second six (6) months of 2016; with adjustments to be made for licenses added or deleted on the 1st day of the month following the addition or deletion.

3.16.060 Collection and Due Date Assessments shall be billed and collected monthly by the City Finance Officer with the annual assessment to be paid in monthly installments due on the 10th day of each month beginning with the 10th day of January, 2016, and like installments due on the 10th day of each following month. through January 10, 2017.

#### 3.16.070 Penalties for failure to pay.

A. All assessments shall be due and payable on or before the 10th day of the month following the month for which the assessment is due. All amounts not paid by the due date will be charged a late fee in the amount of fifteen percent (15%) of the amount due which shall be added to all past due charges. Failure to pay such tax and fees shall also constitute a violation of this Ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500.00), to be paid to the City of Deadwood.

B. Additionally, any person, partnership or corporation whose duty is made by this chapter to pay any license tax and who does not pay the same shall be liable for an action for the recovery of the amount of such license tax, provided such remedy shall not be deemed as being concurrent with other remedies herein provided. An unpaid balance under this Ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments.

C. In the event legal action is required to collect delinquent assessments, the establishment failing to pay will be responsible for and pay all attorney's fees and costs incurred by the City in collecting the unpaid tax. The Finance Officer shall certify all unpaid amounts or balances to the County Treasurer for collection in the same manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this Ordinance including failure to pay assessment, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

<u>SECTION XI</u>: The Business Improvement Districts have been established pursuant to the provisions of SDCL 9-55 as amended.

SECTION XII: The business occupation tax as stated above is hereby imposed upon the above described businesses within the six (6) Business Improvement Districts, which tax shall be due and payable as set forth above. It is hereby made the obligation and duty of every person, partnership, firm or corporation engaged in any business or occupation within the limits of the taxing districts as provided, on which a business occupation tax is levied by this Ordinance, to pay said tax at the times provided for payment of the same herein.

The City Finance Officer of the City of Deadwood is directed to prepare and publish a Notice of Levy of the general business occupation tax, with such notice to be published pursuant to SDCL 9-55-13. A hearing shall be held upon the general business occupation tax levy on the 7th day of December, 2015, at 5:00 p.m., at the City Commission chambers located at 102 Sherman Street in the City of Deadwood, South Dakota, to hear any objections or protests by businesses and users of space upon which the occupation tax is imposed.

<u>3.16.080 Severability.</u> Should any section, clause or provision of this Ordinance be declared by any court of competent jurisdiction to be invalid, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Dated this 17th day of October, 2016.

	CITY OF DEADWOOD
	By:
	Charles Turbiville, Mayor
ATTEST	
Mary Jo Nelson, City Finance Officer	-

First Reading: October 3, 2016 Second Reading: October 17, 2016

Published: October 20, 2016 Adopted: November 9, 2016

#### **ORDINANCE NO. 1250**

## ORDINANCE AMENDING CHAPTER 17.68 ENTITLED HISTORIC PRESERVATION

WHEREAS, the Deadwood City Commission has determined it is proper and necessary to modify and amend Chapter 17.68.090 and 17.68.100 to clarify roles and duties of the building inspector and the Deadwood Historic Preservation; therefore,

**BE IT ORDAINED** Chapter 17.68 of the Deadwood Municipal Code entitled HISTORIC PRESERVATION be amended as follows:

Deadwood, SD Code of Ordinances

## Chapter 17.68 HISTORIC PRESERVATION

Sections:

17.68.090 Minimum maintenance requirements.

17.68.100 Demolition by neglect.

## 17.68.090 Minimum maintenance requirements.

In order to insure the protective maintenance of resources, the exterior features of such properties shall be maintained to meet the requirements of the city's minimum housing property maintenance code and the city's building code under DCO 15.01. The building official shall consult with the Zoning Administrator, Director of Public Work and the Historic Preservation Officer about any suspected violations of said codes.

(Ord. 831 § 7.9, 1992)

## 17.68.100 Demolition by neglect.

<u>The Historic Preservation Commission shall prepare and follow written p</u>Procedures to identify and protect resources from potential demolition resulting from the deliberate, <u>intentional</u> or inadvertent neglect of the owner or owners.

A. Purpose. The owner or other person having such legal possession, custody, and control of any resources as defined in Chapter 17.08 of this title within an historic district or historic overlay zone shall not allow the potential demolition resulting from the deliberate, intentional or inadvertent neglect. All resources as defined in Chapter 17.08 of this title within an historic district or historic overlay zone, including the exterior features of any building or structure (inclusive of, but not limited to, walls, fences, light fixtures, steps, pavement, paths, or any other appurtenant feature), or any type of outdoor advertising sign either designated as an historic resource or found to have significance, or any archeological resource shall be preserved by the owner or such other person who may have legal possession, custody, and control thereof against decay and deterioration and kept free from structural defects. The owner, or

other person having such legal possession, custody, and control, shall repair such exterior features if they are found to be deteriorating, or if their condition is contributing to deterioration, including but not limited to any of the following defects:

- 1. Deterioration of exterior walls, foundations, or other vertical support that causes leaning, sagging, splitting, listing, or buckling;
- 2. Deterioration of flooring or floor supports, roofs, or other horizontal members that causes leaning, sagging, splitting, listing or buckling;
- 3: Deterioration of external chimneys that causes leaning, sagging, splitting, listing, or buckling;
- 4. Deterioration or crumbling of exterior plasters or mortars or the deterioration or crumbling or spalling of exterior bricks;
- 5. Ineffective waterproofing of exterior walls, roofs, and foundations, including broken windows or doors;
- 6. Defective protection or lack of weather protection for exterior wall and roof coverings, including lack of paint, or weathering due to lack of paint or other protective covering;
- Rotting, holes, and other forms of decay;
- 8. Deterioration of exterior stairs, porches, handrails, window and door frames, cornices, entablatures, wall facings, and architectural details that causes delamination, instability, loss of shape and form, or crumbling;
- 9. Heaving, subsidence, or cracking of sidewalks, steps or pathways;
- 10. Deterioration of fences, gates, and accessory structures;
- 11. Deterioration that has a detrimental effect upon the historic character of the district or overlay zone as a whole or the unique attributes and character of the resource;
- 12. Deterioration of any exterior feature so as to create or permit the creation of any hazardous or unsafe conditions to life, health, or other property; or
- 13. Any other deficiencies or defects that may constitute or contribute to the decay or deterioration of any resource or property.
- B. Investigation and Inspection. <u>During the investigation and inspection of any resource under-DCO 17.68.090</u> is found that the condition of the resource is suspected of being destroyed, damaged, or lost through or by neglect or intentional neglect of the owner of the resource, the building official shall consult with the Zoning Administrator, Director of Public Work and the Historic Preservation Officer about any suspected deficiencies or defects. If the condition of any resource as contemplated in paragraph A. above is suspected of being destroyed, damaged, or lost through or by neglect of the owner of the resource, the building official shall conduct an investigation and inspection of the resource. Prior to conducting any investigation or inspection, the building official shall:
  - 1. Request, within fifteen (15) days of the identification of any suspected defects, permission from the owner of the resource to have full access to the resource; and

- 2. Consult with the city planner and the historic preservation officer about any suspected deficiencies or defects outlined in paragraph A. above.
- C. Findings. <u>Upon</u>

determination by mutual agreement of the official's reference in B above that demolition or intentional neglect is occurring, t The building official shall prepare, within fifteen (15) days of the

completion of his investigation and inspection, a written report of his findings on the condition of the resource. which report may identify, but is not limited to, the following:

- 1. That there is no action required by the owner or owners;
- 2. That minimum maintenance of the resource is required to protect, preserve, and/or stabilize the resource;
- 3. That the resource is being demolished by neglect; or
- 4. That the resource may be demolished, vacated, or stabilized.
- D. Notice of Report. A copy of any report shall be sent by certified mail, return receipt requested, to the owner of the resource and a copy provided to the <u>Public Works Director</u>, <u>Zoning Administrator</u>, <u>Historic Preservation Officer and the Historic Preservation Commission historic preservation commission</u> and may include any recommendations including a time frame to conduct the
- <u>-remedial work remedy minimum maintenance</u> or other work necessary to stop the demolition by neglect, stabilize the
- resource, vacate the property, or demolish the resource.
- E. Hearing and Notice of Hearing. Upon receipt of any written report in which the building official has found that there is minimum maintenance required, demolition by neglect, or the resource can or should be demolished, the historic preservation officer shall cause to be scheduled a hearing before the historic preservation commission to review and take action based on the report from the building official. The owner of the resource shall be served with written notice of the time and date of the hearing not less than ten (10) days prior to the hearing.
- F. Legal Notice Requirement. Any notice required herein shall be considered delivered if sent by certified mail, return receipt requested and mailed to the last known address of the record owner or owners as listed on the city and/or county tax rolls or by other methods allowed by law.
- G. Hearing on Report. At the hearing the historic preservation commission shall receive evidence on the issue of whether the subject resource should be repaired, vacated, stabilized, or can be demolished. The owner or owners may present competent evidence in rebuttal thereto. At the conclusion of the hearing, the historic preservation commission shall require the owner to present a preliminary plan including a timetable to the historic preservation commission within thirty (30) days generally identifying the work necessary to abate the demolition by neglect. The owner or owners or their agents shall submit an application for a

certificate of appropriateness and/or project approval for all proposed work. The historic preservation commission must review and act on all applications before issuance of a building permit. All work shall be completed within ninety (90) days of the approval from the historic preservation commission. The historic preservation commission may grant up to two (2) extensions of ninety (90) days each due to inclement weather or other unforeseen difficulties. Should the historic preservation commission find that the owner or owners have not pursued the necessary repairs with reasonable diligence, the historic preservation commission may pursue civil and/or criminal penalties under DCO 17.68.120 and/or request that the city cause the required work to be completed with any costs associated thereto attached to the property as a tax lien.

may make, but shall not be limited to, one of the following determinations:

- 1. That there is no action required by the owner or owners.
  - 2. That minimum maintenance is required and requiring the owner to present a plan to the historic preservation commission within thirty (30) days from the receipt of notice of the historic preservation commission's determination as to the steps the owner must undertake to correct minimum maintenance issues. The owner or owners or their agents may be required to submit an application for a certificate of appropriateness and/or project approval for all proposed work. The historic preservation commission must review and act on all such applications before the issuance of a building permit. All work shall be completed within ninety (90) days of the approval from the historic preservation commission. The historic preservation commission may grant up to two (2) extensions of ninety (90) days each due to inclement weather or other unforeseen difficulties. Should the historic preservation commission find that the owner or owners have not pursued the necessary repairs with reasonable diligence, the historic preservation commission may pursue civil and/or criminal penalties (17.68.120) and/or request that the city cause the required work to be completed with any costs associated thereto attached to the property as a tax lien.
  - 3. Demolition by neglect is occurring and requiring the owner to present a preliminary plan including a timetable to the historic preservation commission within thirty (30) days generally identifying the work necessary to abate the demolition by neglect. The owner or owners or their agents shall submit an application for a certificate of appropriateness and/or project approval for all proposed work. The historic preservation commission must review and act on all applications and must also approve all timetables for work required to abate the demolition by neglect before issuance of a building permit. The historic preservation commission may grant extensions to the timetable due to inclement weather or other unforeseen difficulties. Should the historic preservation commission find that the owner or owners have not pursued the necessary repairs with reasonable diligence, the historic preservation commission may pursue civil and/or criminal penalties (17.68.120) and/or request that the city cause the required work to be completed with any costs associated thereto attached to the property as a tax lien.
  - 42. Condemnation of the resource and allow for its demolition in compliance with all local, state, and federal laws, rules, and regulations. Within thirty (30) days the owner shall

present a plan to the historic preservation commission identifying the necessary recordation which, along with the demolition shall be completed within ninety (90) days. Recordation must be reviewed and acted upon by the historic preservation commission before a demolition permit is issued. The historic preservation commission may grant up to two (2) ninety (90) day extensions due to inclement weather or other unforeseen difficulties. Should the historic preservation commission find that the owner or owners have not undertaken recordation and demolition with reasonable diligence, the historic preservation commission may pursue civil and/or criminal penalties (17.68.120) and/or request that the city cause the required work to be completed with any costs associated thereto attached to the property as a tax lien.

- H. Notice of Commission Action. The historic preservation officer shall notify the owner in writing of the determination of the historic preservation commission and the action required of the owner within ten (10) days of the hearing. Such notice shall identify and provide clear instructions to the owner as to the remedial work required by the historic preservation commission.
- I. Remedial Work and Compliance. Upon the completion of any minimum-maintenanceremedial work, recordation work, or other work required by the historic preservation commission, the owner shall notify the historic preservation officer of the completed work. The building official along with the historic preservation officer and any other professional deemed necessary by the building official and/or historic preservation officer shall inspect, within fifteen (15) days of notification, the completed work and shall cause, within fifteen (15) days of the inspection, the issuance of a written report to be submitted to the owner and the historic preservation commission to determine if the work completed is in compliance with city codes and ordinances and meets the requirements of the historic preservation commission. The historic preservation commission must review and act upon all such reports. All remedial work required by the historic preservation commission must be completed in compliance with such plans approved by the historic preservation commission.
- J. Intentional Neglect. Intentional neglect shall be defined as willful actions perpetrated by the owner or owners or their agents that result in damage to a resource. Such actions may include, but are not limited to, intentional running of water taps, hoses, or other man-made water devices resulting in flooding, erosion, or other water damage to the resource; intentional exposure of the resource to natural elements of wind, rain, snow, or other precipitation through the opening of windows, doors, skylights, or other moveable features of a resource; intentional drilling, boring, or cutting of holes in the roof, exterior walls or supporting members of a resource.

(Ord. 1081 (part), 2007; Ord. 1007, 2003; Ord. 831 § 7.10, 1992)

Dated this 17th day of October, 2016.	
	CITY OF DEADWOOD
	Charles Turbiville, Mayor
ATTEST:	
Mary Jo Nelson	
Finance Officer	

First Reading: October 3, 2016 Second Reading: October 17, 2016 Published: October 20, 2016 Adopted: November 9, 2016 OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



10-17-14 10 F

KEVIN KUCHENBECKER

Historic Preservation Officer Telephone: (605) 578-2082 Fax: (605) 578-2084 kevin@cityofdeadwood.com

## MEMORANDUM

Date:

October 12, 2016

To:

**Deadwood City Commission** 

From:

Kevin Kuchenbecker, Historic Preservation Officer

Re:

Contract for Design Development for displays and interpretation at

the new Deadwood Welcome Center

Split Rock Studios was awarded the Schematic Design for the displays of the Deadwood Welcome Center.

The Selection Committee met with Split Rock on October 4, 2016 for final Schematic Design Presentation and site visit. The Selection Committee recommends moving forward and contracting for design development with Split Rock Studios.

Split Rock Studios has a national reputation for delivering high quality exhibits. They have also won numerous awards around the country. Split Rock Studios has comprehensive experience and proficiency in exhibit design and fabrication, which brings stories to life through active and dynamic exhibits. They specialize in creating immersive environments that engage visitors at their individual levels and backgrounds. It is this experience which impressed the Selection Committee.

The first portion of the contract would be for \$28,420.00, which includes Design Development I, to be presented on November 22, 2016. The second portion of the contract would be for \$30,420.00, which includes Design Development II, to be presented on January 4, 2017.

This segment of the project will provide design development to include detailed exhibit elevations, materials, color choices, and finishes, detailed exhibit and content outline, including descriptions of all components and text intent with headlines and draft images, all based from the Schematic Design.

The total estimated base bid for the Deadwood Welcome Center interpretation is estimated to cost \$559,090.00, to include the previous schematic designs, design development, proposed materials and installation.

**Staff Recommendation:** It is staff's recommendation that the Commission give the Mayor permission to sign agreement with Split Rock Studios for \$58,840.00.

## Split Rock Studios



2071 Gateway Boulevard St. Paul, MN 55112 Phone (651) 631-2211 FAX: (651) 631-0707

WORK ORDER

Job Number 2828

Sold to: City of Deadwood

108 Sherwood St.

Deadwood, SD 57732

Kevin Kuchenbecker

Phone:

(605) 578-2082

email:

kevin@cityofdeadwood.com

**CONTRACT AMOUNT \$ 58,840.00** 

Job Name:

**Deadwood Design Development** 

ROUTING:

\_\_\_x\_\_ Design

Date:10/11/2016

Package Completion Date:

10/24/2016 - 1/4/2017

\_\_\_\_\_ Curatorial \_\_\_\_\_ Graphics

Split Rock Project

Clay Hanson

Manager:

Phone:

(651) 631-2211

#### Scope of Work:

Design Development Package for Deadwood Welcome Center.

#### Design Development I

Create DDI Report to include:

- 1. Detailed floor plans and elevations
- 2. Detailed exhibit elevations/scale drawings of all exhibit components
- 3. Exhibit materials, color choices, and finishes
- 4. Revised graphic approach (graphic templates for each type of graphic)
- 5. Written materials:
  - Detailed exhibit and content outline, including descriptions of all components and text intent with headlines and draft images identified
  - Sample text
  - Updated working artifact matrix
  - Updated working image matrix
- 6. Preliminary treatments for all audiovisual and interactive elements
- 7. Updated cost proposal
- 8 Updated schedule
- 9. Architectural modifications: Coordination with client regarding exhibits and building infrastructure

#### **Design Development II**

Create DDI Report to include:

- 1. Final detailed floor plan
- 2. Final exhibit elevations/scale drawings of all exhibit components clearly indicating design, construction techniques, finishes, etc.
- 3. Final exhibit materials, color choices and finishes board
- 4. Final graphic approach (graphic templates)
- 5. Final written materials:
  - i. Detailed exhibit and content outline, including descriptions of all components
  - ii. Draft final text
  - iii. Updated artifact matrix
  - iv. Finalized image matrix
- 6. Complete art reference package to show artistic style/intent
- 7. Final treatments for all audiovisual and interactive elements

Deliverables: 1. SRS will present DD I Report		November 22, 2016 January 4, 2017
Payment Terms:  1. First payment due after DD I submittal of 2. Final payment due after DD II submittal Payments due within 2 weeks of invoice		\$28,420.00 \$30,420.00
UNLESS NOTED OTHERWISE, ALL T	invoice. Confirmation work order on ERMS ARE SUBJECT TO CONDIT lit Rock Studios, 2071 Gateway Blvd	IONS OF SALE (see reverse side).
Accepted by Split Rock Studios Date	Ordered by: Authorized S	ignature Date

8. Final cost proposal for fabrication and installation of designed exhibits
9. Updated schedule for the completion of Pre-Production, Production and Installation
10. Architectural modifications: Coordination with client regarding exhibits and building infrastructure

#### CONDITIONS OF SALE FOR DESIGN WORK ORDER

The following Conditions of Sale shall apply to every Quotation or Proposal made by Split Rock Studios ("SRS") to our client or customer ("Owner"), and to every Design Work Order or Design Change Order issued by SRS to Owner.

#### 1. TITLE

Title to all work and any materials incorporated therein shall pass to the Owner upon delivery to the Owner or upon payment, whichever occurs first. Title to partially completed work shall pass at the time of any payment by the Owner for the percentage of work completed as of the date of such payment. SRS shall, at the request of the Owner, execute such instruments as may be reasonably necessary to effectuate these terms.

#### 2. PRICE, PAYMENT SCHEDULE, SALES TAX

SRS shall take strict account of the Owner's final exhibit budget, and no elements shall be included in the exhibit components which, in SRS' judgement, would cause construction, fabrication, and procurement costs to exceed the final budget. If necessary to reduce the estimated or actual cost of the exhibit components to an amount that does not exceed the Owner's final budget, SRS shall make recommendations concerning materials, equipment, component systems, and types of construction to be included in the exhibit components; reasonable contingencies to be carried in all cost estimates; additive or deductive alternates to be included in drawings and specifications; and reasonable adjustments to be made in the scope of the exhibit components. SRS shall consult with Owner in this regard, and Owner shall not unreasonably withhold or delay decisions for authorization that are deemed necessary by SRS for cost control purposes.

In consideration of services undertaken by SRS and described under the "Scope of Work" in the Work Order, printed on the reverse side of this document, Owner shall remit payment in the sum as shown under "Fees" on the Work Order. OUR FEE DOES NOT INCLUDE SALES, USE, OR EXCISE TAX.

Terms of Payment shall be as described in the "Payment Terms" as set forth in the Work Order printed on the reverse side of this document. Payments shall be remitted by the Owner to SRS upon receipt of billing by the Owner. SRS certification for payment shall constitute a representation that the work has progressed to the point indicated, that to the best of knowledge, information, and belief, the quality of work is in accordance with contract documents, and that all lien waivers and certificates required have been furnished in proper form.

#### 3. TERMINATION

The Owner shall allow commencement of design development, fabrication, and installation phases contingent upon the Owner's approval of work submitted by SRS at the conclusion of each precedent phase. The Owner shall be authorized to terminate this Agreement at the end of any phase if the Owner determines for cause that approval should not be granted. In each instance, SRS shall be promptly compensated for all work performed and undertaken in performance of this Agreement and for its costs and expenses occasioned by such termination.

#### 4. PROJECT COORDINATION

SRS shall incorporate and coordinate its work with that of any Architect and/or Builder, as appropriate, as designated by the Owner, and agrees to use its best efforts to cooperate with the activities of the Architect and/or Builder as necessary to effectuate completion of the project work.

#### 5. SUBCONTRACTORS

SRS, at its option, may use one or more subcontractors to complete any of its design or writing obligations under the Agreement. SRS shall submit the identity and qualifications of any subcontractor to the Owner as requested by the Owner. SRS shall prepare all subcontracts or documents for subcontractor's use as necessary.

#### 6. RELATIONSHIP OF PARTIES

SRS shall be considered an independent contractor in connection with this Agreement and shall not be deemed an employee. SRS shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written consent.

#### 7. INSURANCE

SRS shall procure and maintain appropriate insurance coverage in the form of commercial general liability, worker's compensation, employer's liability, and automobile public liability as appropriate.

#### 8. EXCLUSIVITY OF OBLIGATIONS

SRS shall not obligate the Owner for the payment of any money or for the performance of any obligation without the Owner's prior written consent. The Owner shall have no contractual or employment relationship with any consultants, subcontractors, employees, or others who may be hired or used by SRS in performance of the work pursuant to this Agreement.

#### 9. ARBITRATION

The Owner and SRS agree that, in the event of any disputes concerning the performance of this Agreement and/or interpretation of its terms, and upon demand by either party hereto, any such dispute shall be submitted to arbitration in accordance with the American Arbitration Association at its offices in Minneapolis, Minnesota or elsewhere upon the mutual consent of the parties.

#### 10. REPRESENTATIONS OF SRS

SRS represents to the Owner that it is not in default under any law or ordinance, or under any Order of any Court or federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality wherever located; its operations are in compliance with all applicable laws, permits, and ordinances, and there are no claims, actions, suits, or proceedings pending, or threatened, against or affecting SRS or any shareholder thereof, at law or in equity, or before any governmental agency, which might result in any material adverse change in the financial condition or business of SRS or which would question the validity of propriety of this Agreement or any of the actions to be taken in accordance with this Agreement.

#### 11. MISCELLANEOUS

The Owner and SRS, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party to this Agreement with respect to all covenants of this Agreement. Neither party to this Agreement shall assign, sublet, or transfer (by operation of law or otherwise) any interest in this Agreement without the prior written consent of the other, nor shall SRS assign any monies due or to become due under this Agreement without the prior written consent of the Owner. Any assignments without such prior written consent shall be void.

## **Deadwood Historic Preservation**

108 Sherman St. Deadwood, SD 57732



Split Rock Studios 2071 Gateway Blvd. Arden Hills, MN 55112 Phone: 651-631-2211 Fax: 651-631-0707 splitrockstudios.com 10 3 2016 Estimate

## **Description: Base Bid**

Re: Deadwood Welcome Center SDII

Split Rock Studios proposes to furnish the following:

#### Start-Up Meeting

Split Rock Studios will hold an On-Site Kick-Off Meeting to:

- Review current space
- -Discuss goals, objectives, and existing themes
- -Review potential exhibit materials
- -Prioritize exhibit topics
- -Review budget

#### 2 Schematic Design I

- -Preliminary floor plan with traffic flow analysis
- -Preliminary exhibit sketches
- -Narrative walk-through and design analysis
- -Preliminary audiovisual and interactive descriptions
- -Cost proposal estimated by square foot costs per area
- -Graphic inspiration
- -Schedule for remaining phases
- -Present design package via WebEx

#### Schematic Design II

- -Scaled floor plan(s) including individual exhibit areas and major elements identified
- -Introduce graphic approach: color palette, fonts, and text hierarchy
- -Estimated cost of each area
- -Updated schedule
- -Present design package in person
- -Preliminary TGA (text, graphics, and artifacts) notebook

#### Design Development I

- -Updated floor plans and elevations
- -Updated audiovisual, lighting, power/data and interior finish plans
- -Detailed TGA (text, graphics, and artifacts) notebook
- -Material board and finish schedule
- -Text intent with headlines and draft images identified
- -Updated graphic approach with graphic templates for major graphic types
- -Updated exhibit component list with descriptions
- -Preliminary art reference package with artifact and image matrix
- -Updated cost proposal
- -Presentation via WebEx

#### 5 Design Development II

- -Final floor plans and exhibit elevations/scale drawings of all exhibit components; construction techniques, finishes, colors, and materials indicated
- -Final graphic approach

- -Updated audiovisual, lighting, power/data and interior finish plans
- -Detailed TGA with descriptions of all components and written text for all panels including word counts and grade levels
- -Exhibit outline with component descriptions, revised headlines, text descriptions, images and artifacts, descriptions of interactives and media
- -Final cost proposal
- -Detailed production and installation schedule

#### 6 Pre-Production

- -Produce construction drawings
- -Create graphic production files for review, corrections, and approval
- -Provide samples/models/prototypes for approval
- -Prepare audiovisual programs
- -Create original art, image acquisition, AV programs and interactives production, artifact preparation, artistic fabrication
- -Update schedule with production and installation phases

#### 7 A.1 What to do in Deadwood

This display consists of tall panels that take advantage of the vertical space

#### 8 A.2 '76 and Beyond

This display consists of tall panels that take advantage of the vertical space

#### 9 A.3 & A.4 Base Camp Deadwood: Map with Planning Kiosk

Black Hills 2-D map with interpretive graphics and a touchscreen monitor so visitors can access the Chamber of Commerce website.

#### 10 A.4: Deadwood Wall Map

Large graphic map of downtown Deadwood.

Map area estimated at 32 SF.

## 11 A.6 Deadwood Photos and Brochures (NIC)

Along the hallway that leads to the lobby are colorful images of Deadwood attractions.

#### 12 B.1: Immersive Gold Miners Tent

This display consists of a walkthrough miners tent with interpretive panels and an interactive campsite with touchable props. One lobe of the display features rock formations, groundform, and sculpted pines and a mountain lion.

Mountain Lion estimated as client provided taxidermy.

#### 13 B.2: Gold Panning Ground Form

Groundform has a shallow stream and is built to table tow level.

Props will be secured to the form.

Reading rails will interpret the area and be easily change able.

#### 14 B.3: Black Hills Wildlife

This lobe of the display features a scenic groundform with plants, a rock outcrop and interpretive graphics.

Big horn sheep is estimated as client provided taxidermy.

#### 15 B.4: Outdoor Adventures!

Background photomurals with props and interpretive graphics highlight the variety of outdoor activities in the Black Hills.

#### 16 B.5: Overhead Displays

Colorful banners and taxidermy mounts could be suspended from the ceiling.

Taxidermy by others. Installation by SRS. Costs are covered on the installation page.

Banners are estimated at 10 with pipe pocket top and bottom.

#### 17 B7 & B8 Photomurals

Devil's Tower and Belle Fourche Photomurals.

One annual events graphic panel.

#### 18 C1 Topic Panel and Platform

Wood and laminate base and one topic panel.

Approximately 160 SF of base.

Graphic estimated at 16 SF.

#### 19 C.2 Then and Now: Main Street

Lenticular panel with interpretive panels

#### 20 C.3 Then and Now: Chinatown

Lenticular panel with interpretive panels

#### 21 C.4 Then and Now: Black Hills

Lenticular panel with interpretive panels

#### 22 C.5 Then and Now: Deadwood Tourism

Lenticular panel with interpretive panels

#### 23 C.6 Reading Rails: People of Deadwood

Three reading rails in front of the lenticular panels provide interpretation about historical and contemporary people in Deadwood.

Includes wood bases.

#### 24 C.7 Spearfish Canyon Photomural

A background photograph of the Black Hills provides a connecting visual that ties the lenticular displays together.

#### 25 D.1: Fireside Seating and Table

Two chairs and an end table.

This is a budget allowance.

### 26 D.2: Small Display: Area Resorts

Small graphic panel.

#### 27 D.3 Taxidermy

Elk mount for above the fireplace.

EBay purchase or equivalent.

#### 28 Shipping and Installation

- -Install, test, and make all exhibits fully functional
- -Install murals, casework, graphics, artistic fabrication, artifacts, audiovisual and specialty items
- -Aim and adjust lighting fixtures
- -Walk-through inspection of completed exhibits
- -Train staff in exhibit operation and maintenance
- -Correct any punch-list items
- -Provide maintenance manual and closeout materials

## **Price Summary**

1	Start-Up Meeting		\$5,000
2	Schematic Design I		\$12,280
3	Schematic Design II		\$18,280
4	Design Development I		\$28,420
5	Design Development II		\$30,420
6	Pre-Production		\$50,280
7	A.1 What to do in Deadwood		\$12,614
8	A.2 '76 and Beyond		\$12,614
9	A.3 & A.4 Base Camp Deadwood: Map with Planning Kiosk		\$33,180
10	A.4: Deadwood Wall Map		\$4,181
11	A.6 Deadwood Photos and Brochures (NIC)		\$8,588
12	B.1: Immersive Gold Miners Tent		\$105,785
13	B.2: Gold Panning Ground Form		\$17,000
14	B.3: Black Hills Wildlife		\$26,400
15	B.4: Outdoor Adventures!		\$24,250
16	B.5: Overhead Displays		\$8,315
17	B7 & B8 Photomurals		\$5,628
18	C1 Topic Panel and Platform		\$30,910
19	C.2 Then and Now: Main Street		\$12,000
20	C.3 Then and Now: Chinatown		\$12,000
21	C.4 Then and Now: Black Hills		\$12,000
22	C.5 Then and Now: Deadwood Tourism		\$12,000
	C.6 Reading Rails: People of Deadwood		\$22,400
	C.7 Spearfish Canyon Photomural		\$2,100
	D.1: Fireside Seating and Table		\$2,750
26	D.2: Small Display: Area Resorts		\$700
	D.3 Taxidermy		\$1,265
28	Shipping and Installation		\$47,700
	•	Total Price	\$559,060
		Total I IICe	φυυ <b>σ,υου</b>
	escription: Add Alt	Price:	
29	B 2 Sculpted Mountain Lion		\$28,300
	Mountain Lion sculpture to replace taxidermy specimen.		
30	B 2 Gold Panning AV Interactive		\$35,000
	Replace gold panning props with a touchscreen interactive.		

	SCHOLOII. Add Alt	rice:
29	B 2 Sculpted Mountain Lion	\$28,300
	Mountain Lion sculpture to replace taxidermy specimen.	·,
30	B 2 Gold Panning AV Interactive	\$35,000
	Replace gold panning props with a touchscreen interactive.	, ,
	This interactive consists of a large 48" touchscreen monitor incorporated into	a replica stream.
31	B 2 05 Graphic w photo frames	\$2.100
	Add two photo frames to the area.	<b>,</b>
	Power requirements by others.	
32	B3 Sculpted Big Horn Sheep	\$28,300
	Replace taxidermy sheep with a sculpted sheep.	,
33	B5 Sculpture of Bald Eagle Soaring.	\$15,575
	One eagle sculpture to hang.	¥,•
34	E 1 Citywide App	\$150,000

\$150,000

## **Exclusions and Clarifications:**

This is a budget number.

- 1. Building infrastructure: walls, lighting, flooring,paint,plumbing,electrical,and heating and cooling systems are not addressed in this pricing.
- 2. Pricing based on a budget of 475,000.

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

Fax (605) 578-2084



10-17-14 10I

KEVIN KUCHENBECKER

Historic Preservation Officer Telephone: (605) 578-2082 Fax: (605) 578-2084 kevin@cityofdeadwood.com

## MEMORANDUM

Date:

October 17, 2016

To:

**Deadwood City Commission** 

From:

Kevin Kuchenbecker, Historic Preservation Officer

Re:

Change Order #1 - St. Ambrose Cemetery Preservation - Phase VI - \$13,750.00

CAI Construction, Inc. has submitted change order documentation in the amount of \$13,750.00 and increasing the contract time with an additional 10 days for the St. Ambrose Cemetery Preservation – Phase VI based on the work change directive.

This change order is for the following matters:

- Plot 64 Replace additional 13 LF of concrete curb wall.
- Plot 83 remove & replace additional 45 LF of wall/curbing due to conditions encountered in the field; remove/reset headstone & footstone on Plot 83; remove/reset two headstones on Plot 82 to accommodate work.
- Plot 130 remove/replace concrete cap uncovered during construction. New cap shall be flush with top of walls to prevent ponding within plot walls.

A copy of the Change Order is attached.

Original contract amount was \$295,500.00. The requested change order in the amount of \$13,750.00 brings the total contract to \$309,250.00.

Staff and the design professional have reviewed the request as submitted. This office agrees with the change order and recommends approval.

## CHANGE ORDER NO. 1

Date of Issuance:

10/13/2016

Effective Date:

10/17/2016

PROJECT TITLE	(a. ta)
St. Ambrose Cemetery Preservation Phase 6	
OWNER	
City of Deadwood, South Dakota	
CONTRACTOR	
CAI Construction	
ORIGINAL CONTRACT DATE	
August 1, 2016	

#### THE CONTRACT DOCUMENTS ARE MODIFIED AS FOLLOWS UPON EXECUTION OF THIS CHANGE ORDER

Spec. No.	Item	Description of Addition or Deletion	Unit	Quantity	Unit Price	Affect On Contract Price
031000	1	Plot 64 - Replace additional 1311 of concrete curb wall.	Litting Sum	I	Santén	\$250.00
311000	2	Plot 83 - Remove/Replace additional 45 LF of concrete wall/ curbing. Remove/reset headstone & footstone on Plot 83. Remove/reset two headstones on Plot 82 to accommodate work on Plot 83.		1	\$9,000.00	\$9,000.00
311000	3	Plot 130 - Remove/Replace concrete cap uncovered during construction.	Lump Sum	Í	\$4,500.00	\$4,500.00
TOTAL C	OST FO	R THESE CONTRACT ADDITIONS OR DELETIONS			<del></del>	\$13,750.00

#### 2. JUSTIFICATION FOR ADDITIONS OR DELETIONS TO CONTRACT

Construction Change Directive #1 - Remove and replace additional curbing at Plot 64. Concrete was deterioriated too badly to tie back into securely. Construction Change Directive #2 - Plot 83: Remove and replace additional wall/curbing due to additional deterioration and settling. Monuments on plots 82 and 83 need to be reset to accomodate work. Plot 130 - Unknown concrete cap was buried by soil/debris and was uncovered during construction on plot. Additional work needed to remove/replace concrete cap and form center crib/planting area.

3. CHANGE TO CONTRACT AMOUNT	
ORIGINAL CONTRACT AMOUNT	\$295,500.00
NET INCREASE/DECREASE FROM PREVIOUS CHANGE ORDER(S)	\$0.00
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$295,500.00
INCREASE/DECREASE FROM THIS CHANGE ORDER	\$13,750.00
NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER:	\$309,250.00

4. CHANGE TO CONTRACT TIMES		
Original Contract Times:		
Substantial Completion (Days or Date):	110	November 18, 2016
Ready For Final Payment (Days or Date):	136	December 14, 2016
Contract Times from previously Approved Change Orders		
Substantial Completion (Days or Date):	N/A	
Ready For Final Payment (Days or Date):	N/A	
Contract Times will be Increased/Decreased because of this Change Order	15	
Contract Times including this Change Order		
Substantial Completion (Days or Date):	125	December 4, 2016
Ready For Final Payment (Days or Date):	151	December 30, 2016

5. REQUIRED SIGNATURES - Not valid until signed by Owner. Sig adjustments in the Contract Amount or Contract Times	nature of Contractor indicates agreement herewith, including any
ACCEPTED:	
By: OWNER (Authorized Signature)	
OWNER (Authorized Signature)	
Name:	
Title:	
Date:	
ACCEPTED:	
By: CAP Z CONTRACTORY (Muthorized Signature)	<u></u>
Name: Name:	
Title: / Own	
Date: 10/17/2016	
RECOMMENDED:	
By: WOG.R	
ENGINEER (Authorized Signature)	
Name: Michael A. Bender, PLA	
Title: KLJ Project Manager	<del></del>
Date: <u>10/13/2016</u>	<del></del>
ACCEPTED:	
Funding Agency (if applicable)	
Ву:	
FUNDING AGENCY (Authorized Signature)	<del></del>
Name:	
Title:	
Date:	

Page 2 of 2

		•	Work Change Directive No.	1
Pate of Issua	ince: 09/	14/2016	Effective Date: 09/14/2016	
wner:	City of De	adwood	Owner's Contract No.: N/A	
ontractor:	CAI Const	ruction, Inc.	Contractor's Project No.: N/A	
ngineer:	KLI	:	Engineer's Project No.: 10411106 Ph6	
roject:	St. Ambro	se Cemetery Phase 6	Contract Name: Phase 6 General Construction	
Contractor	is directed	to proceed promptly w	vith the following change(s):	
Item No.				
1			Description:  Remove/Replace additional 13 LF of concrete wall at	Dia
		:	No. 64.	PRO
<u> </u>	· · · · · · · · · · · · · · · · · · ·	·		
	<del></del>			
Purpose for Directive to Contract Tin	Work Cha proceed po ne, is issue	d due to: [check one or	described herein, prior to agreeing to changes on Contract Price ar both of the following]	nd
Purpose for Directive to Contract Time	Work Cha proceed p ne, is issue on-agreem	nge Directive: romptly with the Work d due to: <i>[check one or</i> ent on pricing of propo	described herein, prior to agreeing to changes on Contract Price ar both of the following] sed change.	nd
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17. <u></u>			WHEN AN ALL	Work Change Directive No. 2
Date of Issu	ance: 09/14/2016		Effective Date:	09/14/2016
Owner:	City of Deadwood		Owner's Contract No.	: N/A
Contractor:	CAI Construction, Inc.		Contractor's Project N	lo.: N/A
Engineer:	K⊔		Engineer's Project No.	: 10411106 Ph6
Project:	St. Ambrose Cemetery Pha	se 6	Contract Name:	Phase 6 General Construction
Contractor	is directed to proceed prom	nptly witl	h the following change(s):	
Item No.			Description:	
1				& replace additional 45 LF of
			1 -	to conditions encountered in field.
			1	adstone & footstone on Plot 83. o headstones on Plot 82 to
			accommodate wo	
2	, , , , , , , , , , , , , , , , , , , ,		Plot 130 – Remov	e/replace concrete cap uncovered
				on. New cap shall be flush with top of
			wans to prevent p	onding within plot walls.
Directive to Contract Tir	me, is issued due to: [check o	one or bo	oth of the following]	eing to changes on Contract Price and
	on-agreement on pricing of		_	
	lecessity to proceed for sch			-1 m.d.
estimated (	nange in Contract Price and	a Contra	ct Times (non-binding, prelin	ninary):
Contract Pri	ice \$ 13,500.00		increase.	
Contract Tir	•		increase.	
	imated change in Contract I	Price:		
Lump :	sum f the Work		Unit Price	
	RECOMMENDED:		☐ Other AUTHORIZED BY:	RECEIVED:
7.	O.O.C.R		AOTHORIZED BT.	
By: /)	gineer (Authorized Signature)	Ву:	Owner (Authorized Signature)	By: Contractor (Authorized Signature
	oject Manager	Title:	Owner (Authorized Signature)	Title:
<b>.</b> .	0/12/2016	Date:		Date:
Approved I	by Funding Agency (if application	able)		
Ву:			Date:	
, Title:				



CAI Construction. 515 South Main St. Lead, SD 57754 Phone: 605-584-2654

Fax: 605-717-6532

## REQUEST FOR CHANGE ORDER

Project <sub>-</sub>	St. An	nbrose Cemetery Phase 6	Change Order Number	1	_Date	10/6/2016	
Change requested		Plot 83 - complete rebuild Plot 130 - remove and replace cap		<u>)</u>	9,000.00 4,500.00		
Materials red	quested						
Estimated C	ost of Cl	nange Order	\$13,500.00				
Requested b	р <b>у</b>	Justin Fuller		proved by Title Company Date			

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



Kevin Kuchenbecker Historic Preservation Officer

Telephone (605) 578-2082 kevin@cityofdeadwood.com

10-17-16

## MEMORANDUM

Date:

October 14, 2016

To:

Deadwood City Commission

From:

Kevin Kuchenbecker, Historic Preservation Officer

Re:

Albertson Engineering - Professional Services

Over the past several years the City of Deadwood, through the Historic Preservation Office, has used the professional services of Albertson Engineering of Rapid City for structural engineering of the public-private program of repairing and/or reconstructing the historic retaining walls within the city of Deadwood as well as other public projects which meet the preservation efforts.

These services provide tremendous assistance and direction to the program. In January 2016 the City Commission approved a contract with Albertson Engineering for the necessary engineering services to protect the City of Deadwood, the Deadwood Historic Preservation Office and Albertson Engineering in an amount not to exceed \$60,000.00.

The Historic Preservation Office, Public Works Department, and Planning and Zoning have used Albertson in 2016for a variety of projects to include the following items: several projects involving the Historic Preservation Retaining Wall Program; city retaining walls; Rodeo Grounds Crow's Nest; and Crescent Street. All these projects engineered this year, exceed \$60,000 in engineering. There is additional work required between now and the end of the year.

City staff is recommending approval of amending the existing contract for 2016 with Albertson Engineering for professional services for the retaining wall program in an amount not to exceed \$90,000.00 or an additional \$30,000.00. This would also include other professional services necessary to reconstruct the walls such as geotechnical engineering or civil engineering.

**Recommended Action:** Amend the contract between the City of Deadwood and Albertson Engineering to a total amount not to exceed \$90,000.00 for professional services.

OFFICE OF PLANNING, ZONING AND HISTORIC PRESERVATION

108 Sherman Street Telephone (605) 578-2082 Fax (605) 578-2084



#### KEVIN KUCHENBECKER

Historic Preservation Officer Telephone: (605) 578-2082 Fax: (605) 578-2084 kevin@cityofdeadwood.com

## MEMORANDUM

10-17-16 10K

Date:

October 17, 2016

To:

**Deadwood City Commission** 

From:

Kevin Kuchenbecker, Historic Preservation Officer

Re:

Change Order #3 – 84 Van Buren Retaining Wall -- \$1,018.62

RCS Construction has responded to the Proposal Request from Albertson Engineering for the following matters:

- Seeding all disturbed lawn area due to construction on the project
- Proposal for sodding all disturbed lawn area due to construction on the project.

As a result of the Proposal Request, RCS Construction has submitted Change Order #3 request in the amount of \$1,018.62 for the 84 Van Buren Retaining Wall Project.

A copy of the Proposal Request and Change Order are attached. The item of hydroseeding disturbed soils and finished grade is needed for erosion control. The engineer did not call out this item in the plans otherwise this cost would have been included in the original bid. This is a value added change order.

Original contract amount was \$237,000.00. The requested change order in the amount of \$1,018.62 brings the total contract to \$258,065.96.

Staff and the design professional have reviewed the request as submitted. While this office does not desire Change Orders for any project, staff does agree with the need of the scope of work and therefore, recommends approval of the change order.



October 13, 2016

Albertson Engineering, Inc. Jared Schippers, PE 3202 W. Main Street Rapid City, SD 57702

RE:

84 Van Buren Street

Change Proposal #03 - Seeding

Dear Jared,

Enclosed, please find our proposal cost summary for seeding all disturbed areas per proposal request #3. No other work is assumed to be included with this proposal other than what is stated on our cost summary form. We are not requesting any additional days for this proposal at this time but reserve the right to should delays in approval or otherwise arise.

Please advise if you wish to accept this proposal as per the attached and should you have any questions, or require further information, please do not hesitate to contact our office.

Kind Regards,

Josiah Scull Josiah Scull Project Manager R.C.S. Construction, Inc.

CC: File





# R.C.S. CONSTRUCTION, INC. PROPOSAL COST SUMMARY

Subject: 84 Van Buren Street

RFP # 03

Seeding

Date:

10/13/2016

General Contractor:	MATERIAL	LABOR	EQUIP.	SUBS.
1 R.C.S. Construction Inc.	\$0.00			
2		·		
3				
4				
5				
Subcontractors/ Suppliers:				
1 Rapid Grow Hydroseeding				\$825.00
2		_		,
3				-
4				
5				
Taxes - Material - Equip 6.5%	\$0.00		\$0.00	
Labor Markup incl%		\$0.00		-
TOTALS:	\$0.00	\$0.00	\$0.00	\$825.00

RECAP				
Material		\$0.00		
Labor		\$0.00		
Equipment		\$0.00		
Subs		\$825.00		
Subtotal		\$825.00		
GC - Overhead	4007	400.50		
	10%	\$82.50		
Subtotal		\$907.50		
GC - Profit	10%	\$90.75		
Subtotal		\$998.25		
_				
Insurance	0.00%	<u> </u>		
Subtotal		\$998.25		
Excise Tax	2.04%	\$20.37		
	2.0170	Ψ20.07		
TERO/Solid Wa	ste 5.00%	\$0.00		
Not Inches	D	<u> </u>		
Net Increase or	Decrease	\$1,018.62		
RECAP				
Contractor Costs	<b>S</b>	\$193.62		
Subcontractor Costs		\$825.00	Signed:	Josiah Scull
Net Increase or Decrease		\$1,018.62		Josiah Scull, Project Manager
Change in Working days		0		R.C.S. Construction
onange in tronking days				IX.C.O. CONSTRUCTION

## **PROPOSAL REQUEST**

PROJECT:

84 Van Buren St

Deadwood, South Dakota

OWNER:

City of Deadwood

Deadwood, South Dakota

TO CONTRACTOR:

**RCS Construction** 

2400 Commerce Road Rapid City, SD 57702

PROPOSAL REQUEST NO.: 3

**DATE:** October 12, 2016

**CONTRACT FOR:** 

**AEI PROJECT NO.: 2014-260** 

**ENGINEER:** 

Albertson Engineering, Inc. 3202 West Main St, Suite C

Rapid City, SD 57702

Please submit an itemized proposal for changes in the contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal or notify the Engineer in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

#### **Description:**

Please provide a lump sum proposal for each of the items listed below:

- 1. Proposal for seeding all disturbed lawn area due to construction on the project.
- 2. Proposal for sodding all disturbed lawn area due to construction on the project.

**REQUESTED BY:** Jared Schippers, PE Albertson Engineering, Inc. OFFICE OF PLANNING, ZONING AND HISTORIC PRESERVATION

108 Sherman Street Telephone (605) 578-2082 Fax (605) 578-2084



#### KEVIN KUCHENBECKER

Historic Preservation Officer Telephone: (605) 578-2082 Fax: (605) 578-2084 kevin@cityofdeadwood.com

> 10-17-16 10L

## MEMORANDUM

Date:

October 13, 2016

To:

**Deadwood City Commission** 

From:

Kevin Kuchenbecker, Historic Preservation Officer

Re:

Change Order #2 - 50 Van Buren Retaining Wall -- \$1,068.02

RCS Construction has responded to the Proposal Request from Albertson Engineering for the following matters:

- Change Proposal #2: Add ½ " diameter spindles spaced 4" apart to the railing in the construction documents
- Change Proposal #3: Rapid grow hydroseeding

As a result of the Proposal Requests, RCS Construction has submitted Change Order #2 request in the amount of \$1,068.02 for the 50 Van Buren Retaining Wall Project.

A copy of the Proposal Request and Change Order are attached. The item of hydroseeding disturbed soils and finished grade is needed for erosion control. The railing detail is needed to meet the City's building codes. The engineer did not call out these items in the plans otherwise this cost would have been included in the original bid. These are value added services as a change order.

Original contract amount was \$149,000.00. Change Order #1 was in the amount of \$10,346.75. The requested change order in the amount of \$1,068.02 brings the total contract to \$160,414.77.

Staff and the design professional have reviewed the request as submitted. While this office does not desire Change Orders, staff does agree with the need of the scope of work and therefore, recommends approval of the change order.



October 12, 2016

Albertson Engineering, Inc. Jared Schippers, PE 3202 W. Main Street Rapid City, SD 57702

RE: 50 Van Buren Street

Change Proposal #02 - Handrail Modifications

Dear Jared,

Enclosed, please find our proposal cost summary for the handrail modifications per proposal request #2. No other work is assumed to be included with this proposal other than what is stated on our cost summary form. We are not requesting any additional days for this proposal at this time but reserve the right to should delays in approval or otherwise arise.

Please advise if you wish to accept this proposal as per the attached and should you have any questions, or require further information, please do not hesitate to contact our office.

Kind Regards,

Josiah Scull Josiah Scull Project Manager R.C.S. Construction, Inc.

CC: File





## R.C.S. CONSTRUCTION, INC. PROPOSAL COST SUMMARY

Subject: 50 Van Buren Street

RFP # 02

Handrail Modifications

Date:

10/12/2016

General Contractor:	MATERIAL	LABOR	EQUIP.	SUBS.
1 R.C.S. Construction Inc.				
2		***		
3				<u>.</u>
4				
5				
Subcontractors/ Suppliers:				
1 Creative Ironworks - Add spindles to handrail on wall				\$160.00
Creative Ironworks - Add hadnrail at stairs				\$280.00
3		···		****
4				
5	<u> </u>			
Taxes - Material - Equip 6.5%	\$0.00		\$0.00	
Labor Markup incl%		\$0.00		
TOTALS:	\$0.00	\$0.00	\$0.00	\$440.00

RECAP				
Material		_ \$0.00		
Labor		\$0.00		
Equipment		\$0.00		
Subs		\$440.00		
Subtotal		\$440.00		
GC - Overhead	10%	\$44.00		
Subtotal		\$484.00		
GC - Profit	10%	\$48.40		
Subtotal	1070	\$532.40		
lan a c				
Insurance	0.00%	\$0.00		
Subtotal		\$532.40		
Excise Tax	2.04%	\$10.87		
		<u> </u>		
TERO/Solid Was	ste 5.00%	\$0.00		
Net Increase or	Decrease	\$543.27		
RECAP				
Contractor Costs		\$103.27		
Subcontractor Co			Ciana a di	
		\$440.00	Signed:	Josiah Sentl
Net Increase or [		\$543.27		Josiah Scull, Project Manager
Change in Worki	ng days	0		R.C.S. Construction

### **PROPOSAL REQUEST**

PROJECT:

50 Van Buren St

Deadwood, South Dakota

**OWNER:** 

City of Deadwood

Deadwood, South Dakota

**TO CONTRACTOR:** 

**RCS Construction** 

2400 Commerce Road Rapid City, SD 57702 PROPOSAL REQUEST NO.: 2

**DATE:** July 18, 2016

**CONTRACT FOR:** 

**AEI PROJECT NO.: 2014-260** 

**ENGINEER:** 

Albertson Engineering, Inc 3202 West Main St, Suite C

Rapid City, SD 57702

Please submit an itemized proposal for changes in the contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal or notify the Engineer in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

#### Description:

Add 1/2" diameter spindles spaced 4" apart to the railing in the construction documents. Please provide lump sum fee.

REQUESTED BY:
Jared Schippers, PE
Albertson Engineering, Inc.



October 13, 2016

Albertson Engineering, Inc. Jared Schippers, PE 3202 W. Main Street Rapid City, SD 57702

RE:50 Van Buren Street

Change Proposal #03 – Seeding

Dear Jared,

Enclosed, please find our proposal cost summary for seeding all disturbed areas per proposal request #3. No other work is assumed to be included with this proposal other than what is stated on our cost summary form. We are not requesting any additional days for this proposal at this time but reserve the right to should delays in approval or otherwise arise.

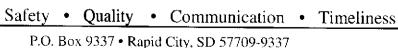
Please advise if you wish to accept this proposal as per the attached and should you have any questions, or require further information, please do not hesitate to contact our office.

Kind Regards,

Josiah Scull Josiah Scull Project Manager R.C.S. Construction, Inc.

CC: File







Phone (605) 342-3787 • Fax (605) 348-4041

## R.C.S. CONSTRUCTION, INC. PROPOSAL COST SUMMARY

Subject: 50 Van Buren Street

RFP # 03

Seeding

Date:

10/13/2016

General Contractor:	MATERIAL	LABOR	EQUIP.	SUBS.
1 R.C.S. Construction Inc.				
2				
3				
4			·	<del>-</del>
5				
Subcontractors/ Suppliers:				<u>.</u> .
1 Rapid Grow Hydroseeding				\$425.00
2	<u> </u>			7
3		· · ·		
4				
5				
Taxes - Material - Equip 6.5%	\$0.00		\$0.00	
Labor Markup inct%		\$0.00		
TOTALS:	\$0.00	\$0.00	\$0.00	\$425.00

RECAP Material Labor Equipment Subs Subtotal		\$0.00 \$0.00 \$0.00 \$425.00 \$425.00		
GC - Overhead Subtotal	10%	\$42.50 \$467.50		
GC - Profit Subtotal	10%	\$46.75 \$514.25		
Insurance Subtotal	0.00%	\$0.00 \$514.25		
Excise Tax	2.04%	\$10.50		
TERO/Solid Wast	e 5.00%	\$0.00		
Net Increase or D	ecrease)	\$524.75		
RECAP Contractor Costs		\$99.75	<b>O</b> : 1	
Subcontractor Cos Net Increase or De Change in Workin	ecrease	\$425.00 \$524.75 0	Signed:	Josiah Scull, Project Manager R.C.S. Construction

## **PROPOSAL REQUEST**

PROJECT:

50 Van Buren St

Deadwood, South Dakota

**OWNER:** 

City of Deadwood

Deadwood, South Dakota

TO CONTRACTOR:

**RCS Construction** 

2400 Commerce Road Rapid City, SD 57702 PROPOSAL REQUEST NO.: 3

DATE: October 12, 2016

**CONTRACT FOR:** 

**AEI PROJECT NO.: 2013-214** 

**ENGINEER:** 

Albertson Engineering, Inc 3202 West Main St, Suite C

Rapid City, SD 57702

Please submit an itemized proposal for changes in the contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal or notify the Engineer in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

#### Description:

Please provide a lump sum proposal for each of the items listed below:

- 1. Proposal for seeding all disturbed lawn area due to construction on the project.
- 2. Proposal for sodding all disturbed lawn area due to construction on the project.

REQUESTED BY:
Jared Schippers, PE
Albertson Engineering, Inc.

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street

108 Sherman Street Telephone (605) 578-2082 Fax (605) 578-2084



#### KEVIN KUCHENBECKER

Historic Preservation Officer Telephone: (605) 578-2082 Fax: (605) 578-2084 kevin@cityofdeadwood.com

> 10-17-16 10M

## MEMORANDUM

Date:

October 17, 2016

To:

**Deadwood City Commission** 

From:

Kevin Kuchenbecker, Historic Preservation Officer

Re:

Change Order #1 - 3 Shine Retaining Wall -- \$4,366.60

RCS Construction has responded to the Proposal Request from Albertson Engineering for the following matters:

 Omit the 12" x 4' - 0" wide clean rock leveling pad and replace with a 6"x3'-6" concrete footing with (3) #4 rebar continuous along its length for masonry wall.

As a result of the Proposal Requests, RCS Construction has submitted Change Order #1 request in the amount of \$4,366.60 for the 3 Shine Retaining Wall Project.

A copy of the Proposal Request and Change Order are attached.

Original contract amount was \$113,800.00. The requested change order in the amount of \$4,366.60 brings the total contract to \$118,166.60.

Staff and the design professional have reviewed the request as submitted. While this office does not desire Change Orders, staff does agree with the need of the scope of work and therefore, recommends approval of the change order.

## **PROPOSAL REQUEST**

PROJECT:

3 Shine St

Deadwood, South Dakota

OWNER:

City of Deadwood

Deadwood, South Dakota

TO CONTRACTOR:

RCS Construction 2400 Commerce Road

Rapid City, SD 57702

PROPOSAL REQUEST NO.: 1

DATE: October 5, 2016

**CONTRACT FOR:** 

**AEI PROJECT NO.: 2015-391** 

**ENGINEER:** 

Albertson Engineering, Inc 3202 West Main St, Suite C

Rapid City, SD 57702

Please submit an itemized proposal for changes in the contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal or notify the Engineer in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

#### **Description:**

The masons have requested a concrete leveling pad below the gravity block wall. Please provide a lump sum for omitting the 12"x4'-0" wide clean rock leveling pad and replacing with a 6"x3'-6" concrete footing with (3) #4 rebar continuous along its length. This applies to all Redi-Rock walls on the project.

REQUESTED BY: Jared Schippers, PE Albertson Engineering, Inc.



October 14, 2016

Albertson Engineering, Inc. Jared Schippers, PE 3202 W. Main Street Rapid City, SD 57702

RE:

3 Shine Street

Change Proposal #01 - Concrete Leveling Pad

Dear Jared,

Enclosed, please find our proposal cost summary for the concrete leveling pad below block wall per proposal request #1. No other work is assumed to be included with this proposal other than what is stated on our cost summary form. We are not requesting any additional days for this proposal at this time but reserve the right to should delays in approval or otherwise arise.

Please advise if you wish to accept this proposal as per the attached and should you have any questions, or require further information, please do not hesitate to contact our office.

Kind Regards,

Josiah Scull Josiah Scull Project Manager R.C.S. Construction, Inc.

CC: File





# R.C.S. CONSTRUCTION, INC. PROPOSAL COST SUMMARY

Subject: 3 Shine Street

RFP # 01

Concrete Leveling Pad

Date:

10/14/2016

Ge	neral Contractor:	MATERIAL	LABOR	EQUIP.	SUBS.
1	R.C.S. Construction Inc.	\$100.00	\$2,000.00		
2	Sugar Rock	\$100.00	\$200.00	<del>_</del>	
3		<u> </u>	*=====		
4					
5				· · · ·	
Sul	ocontractors/ Suppliers:				
1	Pete Lien Concrete	\$650.00			<del>,</del>
2	Pete Lien Short Load Charges	\$330.00		-	
3	Rebar	\$75.00		-	
4		, , , , , ,	_		114
5			***		
	Taxes - Material - Equip 6.5%	\$81.58	-	\$0.00	
	Labor Markup incl%		\$0.00		<del>-</del>
	TOTALS:	\$1,336.58	\$2,200.00	\$0.00	\$0.00

RECAP Material Labor Equipment Subs Subtotal		\$1,336.58 \$2,200.00 \$0.00 \$0.00 \$3,536.58		
GC - Overhead Subtotal	10%	\$353.66 \$3,890.23		
GC - Profit Subtotal	10%	\$389.02 <b>\$4,279.26</b>		
Insurance Subtotal	0.00%	\$0.00 <b>\$4,279.26</b>		
Excise Tax	2.04%	\$87.34		
TERO/Solid Waste	5.00%	\$0.00		
Net Increase or D	ecrease	\$4,366.60		
RECAP				
Contractor Costs		\$4,366.60		
Subcontractor Costs		\$0.00	Signed:	Josiah Scall
Net Increase or De Change in Working		\$4,366.60 0		Josiah Scull, Project Manager R.C.S. Construction