

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
Regular Meeting
5:00 p.m. September 19, 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 September 6, 2016**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**
 - A. Bruce Hintz with Department of Legislative Audit-permission for Mayor to sign engagement letter for 2015 audit
 - B. Tony Sieber with Gold Dust Gaming – second request for reduction of existing validation rates for businesses
6. **CONSENT AGENDA**

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

 - A. Permission to advertise in house for Water Superintendent position and advertise in local newspaper and other means if necessary. If position is filled by existing employee, permission to post remaining vacant city position in same manner.
 - B. Accept resignation from Fire Dept. Administrative Assistant, Lynette Quaschnick, effective September 20, 2016; and grant permission to advertise for a replacement in-house for five days and if needed in local newspaper and other means.
 - C. Permission for Mayor to sign contract with Lead-Deadwood Regional Hospital for use of swimming pool from November 1, 2016 to October 31, 2017. (no changes from previous year)
 - D. Approve Request for Proposal for Event Center Concessionaire with proposal deadline of October 11, 2016 at 2:00 p.m. Mountain Time.
 - E. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Bernard Schuchmann and Jesus Joseph Antuna.
 - F. Permission to hire Dale Marlow as Trolley Driver at \$9.69 hr. effective September 20, 2016, pending pre-employment drug screening.
 - G. Permission to remove the following employees from payroll effective September 1, 2016: Trolley Driver, Roberta Odson; and seasonal Parks employees, Colt Bradley, Colt Radensleben and Kate Goin.

- H. Permission for Librarian, Jeanette Moodie, to attend the 2016 S.D. Library Association Conference September 28-October 1, 2016 in Watertown, S.D.; Registration in the amount of \$260.00 plus motel and travel expenses
- I. Permission for trolley to transport individuals to Mt. Moriah on September 29, 2016 for the reinternment of the skeletal remains found behind the retaining wall at Jackson and Taylor, and to waive fees.

7. BID ITEMS

8. PUBLIC HEARINGS

- A. Permission to waive 45 day requirement for Special Event Applications and set public hearing on October 3 for open container on October 14 and 15 for Wild West Songwriters Festival
- B. Permission to waive 45 day requirement for Special Event Application and set public hearing on October 3 for street closure on October 7 for Homecoming Parade
- C. Hold public hearing on intent to consider lease of Welcome Center at 501 Main Street to Deadwood Chamber of Commerce

9. OLD BUSINESS

10. NEW BUSINESS

- A. Discussion and possible action on proposed surcharge on tickets sold at Event Center
- B. Second reading of 2017 Budget Appropriation Ordinance #1246. (no changes from first reading).
- C. Permission to upgrade to LED lighting at Broadway Parking Garage at cost of \$27,000.00, less incentive of \$11,250.00, and savings of \$1150 per month thereafter.
- D. Permission to replace Cummins after treatment device on Trolley #155 from Eddie's Truck at cost not to exceed \$8,500.00.
- E. Permission for Mayor to sign contracts for two McGovern Hill water tank mixing systems from Utility Services Group. Annual fees of \$24,114.00 per tank for four years, and \$8,442.00 in year five.
- F. Approve C.C.O. No. 7 for Highway 85/385 project in the amount of \$354,979.44 for cost of decorative light poles and luminaires. City to reimburse Dept. of Transportation. \$266,000 has been obligated from Historic Preservation Fund.
- G. Approve C.C.O. No. 1 for Shared Use Path on North side of Highway 85, connecting to Existing Mickelson Trail. Total amount \$19,122.80 for extra work to remove rails and ties, additional undercut performed for footing of the building, and Davis Bacon wage rate, which will be adjusted after work is complete. City to reimburse Dept. of Transportation.
- H. Accept low quote from Forgey Construction, LLC for sidewalk repair at Methodist Park in the amount of \$5,500.00. If approved, allow City Attorney to prepare contract.
- I. Accept low quote from Bill Schmidt for street panel repair on Pleasant Street in the amount of \$13,500.00. If approved, allow City Attorney to prepare contract.

- J. Approve Change Order #2 for the Retaining Wall at 84 Van Buren in the amount of \$7,638.00.
- K. Request acceptance of Petition for Vacation of a Portion of Street Right-Of-Way of Williams Street, and if accepted request Public Hearing on Petition October 17, 2016.
- L. Permission to approve payment to Rogers Construction in the amount of \$7,744.92 for rehabilitation work at Keene Park. To be paid from Capital Improvement Parks Budget.

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

No action can be taken

12. **EXECUTIVE SESSION**

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

13. **ADJOURNMENT**

REGULAR MEETING, SEPTEMBER 6, 2016

The Regular Session of the Deadwood City Commission convened on September 6, 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, Gary Todd and Jim Van Den Eykel. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Ruth moved, Speirs seconded to approve the minutes of August 15, 2016. Roll Call: Aye-All. Motion carried.

AUGUST, 2016 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$17,357.60; PUBLIC BUILDINGS, \$3,974.73; POLICE, \$73,956.20; FIRE, \$4,958.84; BUILDING INSPECTION, \$5,440.82; STREETS, \$28,124.40; PARKS, \$32,408.19; PLANNING & ZONING, \$4,769.66; LIBRARY, \$6,385.70; RECREATION CENTER, \$14,143.95; HISTORIC PRESERVATION, \$16,644.46; WATER, \$14,449.98; MT. MORIAH, \$4,461.50; PARKING METER, \$14,670.89 TROLLEY, \$18,876.56; PARKING RAMP, \$6,372.49 **PAYROLL TOTAL: \$269,726.73**

AUGUST, 2016 PAYROLL PAYMENTS:

Internal Revenue Service, \$67,032.36; S.D. Retirement System, \$26,040.34; Delta Dental, \$4,362.16.

APPROVAL OF DISBURSEMENTS

Todd moved, Van Den Eykel seconded to approve the September 6, 2016 disbursements plus additional bill. Roll Call: Aye-All. Motion carried.

| | | |
|----------------------------|---------------|------------|
| A & B BUSINESS | CONTRACT | 394.01 |
| A & B WELDING | SERVICE | 110.62 |
| A & I DISTRIBUTORS | SERVICE | 180.38 |
| ACE INDUSTRIAL SUPPLY | SUPPLIES | 166.75 |
| ADVANCED ENGINEERING | PROJECT | 22,559.00 |
| AINSWORTH-BENNING | PROJECT | 267,498.43 |
| ALSCO | SUPPLIES | 115.71 |
| AMERICAN ENGINEERING | TESTING | 750.00 |
| ANFINSON, BONNY | REIMBURSEMENT | 413.10 |
| ANTIQUE EMPORIUM | PROJECT | 1,080.00 |
| BAUDVILLE | AWARDS | 179.65 |
| BICKLE TRUCK | DRYER | 204.34 |
| BIERSCHBACH EQUIPMENT | SUPPLIES | 385.00 |
| BH CHEMICAL | SUPPLIES | 3,999.00 |
| BH ENERGY | SERVICE | 30,943.86 |
| BH LIBRARY | SUPPORT | 546.56 |
| BH SECURITY | SERVICE | 194.70 |
| BH SPECIAL SERVICES | CLEANING | 1,740.00 |
| BOMGAARS | SUPPLIES | 766.34 |
| BOOKS BY TERRALL | BOOKS | 22.98 |
| CAI CONSTRUCTION | PROJECT | 31,590.00 |
| CENTURY BUSINESS | CONTRACT | 531.57 |
| CENTURY LINK | SERVICE | 193.60 |
| CHADWICK, JIM | PROJECT | 1,100.00 |
| CHAINSAW CENTER | SUPPLIES | 492.00 |
| CHAMBERLIN ARCHITECTS | SERVICE | 5,427.91 |
| CHANEY-MOODIE, JEANETTE | REIMBURSEMENT | 55.00 |
| CHRONICLE OF THE OLD WEST | SUBSCRIPTION | 30.00 |
| CLAIMS MANAGEMENT | SERVICE | 980.00 |
| COCA COLA | SUPPLIES | 168.00 |
| CONVERGINT TECHNOLOGIES | SERVICE | 1,447.60 |
| CROELL | BLOCKS | 3,900.00 |
| DAKOTA BUSINESS | CONTRACT | 160.90 |
| DAYS OF '76 | DEPOSIT | 2,200.00 |
| DEADWOOD CHAMBER | BILL LIST | 52,033.67 |
| DEADWOOD ELECTRIC | PROJECT | 149.58 |
| DVFD | REIMBURSEMENT | 209.31 |
| DIAMOND YARDS BRICKS | PAVERS | 52.00 |
| DISCOVERY INVESTIGATIONS, | RESEARCH | 175.00 |
| EAGLE ENTERPRISES | SUPPLIES | 383.76 |
| EMERY-PRATT | BOOKS | 124.64 |
| ENVIRONMENTAL EQUIPMENT | SUPPLIES | 350.00 |
| FARMER BROTHERS | SUPPLIES | 187.55 |
| FASTENAL | SUPPLIES | 128.57 |
| FED EX | POSTAGE | 58.51 |
| FIRST NATIONAL CREDIT CARD | SUPPLIES | 1,558.82 |
| FMG ENGINEERING | TESTING | 1,369.40 |
| FORGEY CONSTRUCTION | PROJECT | 9,500.00 |
| FULLER, KELLY | REIMBURSEMENT | 462.62 |
| GENE'S LOCK SHOP | SUPPLIES | 3,803.40 |
| GOLDEN WEST | SERVICE | 72.25 |
| HAWKINS | SUPPLIES | 963.10 |
| HEAVENLY REPAIRS | TOWING | 308.00 |
| HEIMAN | EQUIPMENT | 597.45 |
| HILLS MATERIALS | ASPHALT | 2,900.88 |
| INTERSTATE BATTERY | BATTERY | 199.75 |
| JACOBS WELDING | MOUNT | 117.55 |
| KNECHT | SUPPLIES | 188.29 |
| KRAMBECK, JERITY | REIMBURSEMENT | 49.00 |

REGULAR MEETING, SEPTEMBER 6, 2016

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| KUCHENBECKER, KEVIN | REIMBURSEMENT | 220.71 |
| LAWRENCE CO. REGISTER | FEE | 120.00 |
| LAWSON PRODUCTS | SUPPLIES | 306.24 |
| LUX, JUSTIN | TARGETS | 179.08 |
| MALON INSULATION | PROJECT | 5,494.74 |
| MCGRATH, RHONDA | REIMBURSEMENT | 23.20 |
| MERTENS, KENNETH | REIMBURSEMENT | 718.00 |
| MIDWEST TAPE | DVDS | 579.06 |
| MDU | SERVICE | 2,039.90 |
| MORRISON, RONDA | REIMBURSEMENT | 275.54 |
| MS MAIL | SUPPLIES | 205.00 |
| MUTUAL OF OMAHA | INSURANCE | 268.92 |
| MUTUAL OF OMAHA | INSURANCE | 227.58 |
| NAPC | MEMBERSHIP | 150.00 |
| NELSON, ROBERT JR. | REIMBURSEMENT | 434.28 |
| NEVE'S | UNIFORMS | 32.50 |
| NORTHERN HILLS TECHNOLOGY | SERVICE | 105.25 |
| NORTHWEST PIPE FITTINGS | SUPPLIES | 240.88 |
| OFFICE DEPOT | RIBBON | 129.90 |
| OWENS INTERSTATE | SUPPLIES | 378.76 |
| PARTSMASTER | SUPPLIES | 60.28 |
| PEPPMEIER, JANICE | REIMBURSEMENT | 441.70 |
| PETTY CASH | FINANCE | 103.06 |
| PHIL'S ELECTRIC | PROJECT | 102.04 |
| PITNEY BOWES | POSTAGE | 500.00 |
| POOL & SPA CENTER | SENSOR | 107.65 |
| PUSH-PEDAL-PULL | REPAIRS | 1,208.72 |
| RAPID CITY JOURNAL | SUBSCRIPTION | 572.70 |
| RCS CONSTRUCTION | PROJECT | 140,810.88 |
| REGIONAL HEALTH | TESTING | 25.00 |
| RENNER, DONOVAN | REIMBURSEMENT | 267.19 |
| REUPPEL CONSULTING | PROJECT | 4,450.00 |
| ROGERS CONSTRUCTION | PROJECT | 2,127.56 |
| RUSSELL, JERAMY | REIMBURSEMENT | 42.49 |
| S&C CLEANERS | CLEANING | 4,387.50 |
| SANITATION PRODUCTS | SWEEPER | 543.00 |
| SCOTT PETERSON MOTORS | SERVICE | 494.18 |
| SD DEPT. OF CORRECTIONS | FIREWISE | 1,894.18 |
| SD DEPT. OF MOTOR VEHICLES | PLATE | 11.20 |
| SD DEPT. OF TRANSPORTATION | GRANT | 47,843.01 |
| SD MUNICIPAL LEAGUE | REGISTRATION | 300.00 |
| SD PUBLIC HEALTH LAB | TESTING | 30.00 |
| SD STATE ARCHIVES | PHOTOCOPIES | 4.00 |
| SERVALL | SUPPLIES | 2,352.47 |
| SPECIALTY VEHICLES | PUMP | 332.10 |
| SUMMIT SIGNS | SIGNS | 59.50 |
| TEAM LABORATORY | SUPPLIES | 165.50 |
| TEMPERATURE TECHNOLOGY | SUPPLIES | 284.82 |
| THE LORD'S CUPBOARD | RECYCLING | 68.40 |
| TOMS, DON | PROJECT | 777.40 |
| TRAFFIC GUARD DIRECT | SUPPLIES | 450.00 |
| TRIPLE K | REPAIRS | 2,352.55 |
| TRUGREEN | SERVICE | 1,870.00 |
| TSP | PROJECT | 2,680.35 |
| TWIN CITY HARDWARE | SUPPLIES | 6,858.14 |
| UMENTHUM, KEITH | PROJECT | 2,000.00 |
| VAST | SERVICE | 2,848.29 |
| VERIZON | METERS | 40.01 |
| WELLMARK | INSURANCE | 47,843.01 |
| WHITE'S CANYON MOTORS | SEAT | 263.31 |
| WL CONSTRUCTION | SUPPLIES | 489.96 |
| ZEP SALES | SUPPLIES | 370.51 |
| | TOTAL | \$747,032.31 |

ITEMS FROM CITIZENS ON AGENDA

Requests

Rick Olesen, Dakota Plains Auctions, asked the Commission to consider approving a special banner permit for use at the Deadwood Mountain Grand for the auction held on September 9 and 10. Olesen stated the event was previously held during Wild Bill Days but changed to accommodate schedules and cheaper hotel prices. Ruth moved, Speirs seconded to allow permit and grant one time exception to the banner ordinance for this event at the Deadwood Mountain Grand. Roll Call: Aye-All. Motion carried.

Josh Kangley asked the Commission to allow the transfer of taxicab license from Dakota Taxi to Grab-A-Cab. Speirs moved, Ruth seconded to approve the transfer. Roll Call: Aye-All. Motion carried.

CONSENT

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

- A. Designate Black Hills Pioneer as official newspaper for twelve months per SDCL 9-12-6
- B. Approve Resolution 2016-13 to Surplus Fire Truck. Fire Department requests permission to donate to Brownsville Volunteer Fire Dept.

REGULAR MEETING, SEPTEMBER 6, 2016

RESOLUTION NO. 2016-13

TO DECLARE THE FOLLOWING SURPLUS PROPERTY

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approved the following be declared surplus and donated to Brownsville Volunteer Fire Dept.

1989 Ford C8000 - VIN# 1FDYD80U4KVA17944

Dated this 6th day of September, 2016

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- C. Approve Resolution 2016-14 Appointing Business Improvement District 1-6 Board Members

RESOLUTION 2016-14

**APPOINTING BUSINESS IMPROVEMENT DISTRICTS #1-6
BOARD MEMBERS**

WHEREAS, the City of Deadwood has by previous resolution, ordinances and action established and designated the boundaries of Business Improvement Districts 1, 2, 3, 4, 5 and 6 for the City of Deadwood; and

WHEREAS, SDCL 9-55-5 requires the appointment of a Business Improvement Districts Board by the mayor, with the approval of the governing body; and

WHEREAS, the Business Improvement Districts members and taxpayers have decided to continue the establishment of the Business Improvement Districts 1, 2, 3, 4, 5 and 6 within the City of Deadwood for Business Improvement Districts purposes and activities and levying assessments for the 2017 calendar year; and

WHEREAS, the Business Improvement Districts members have recommended the following for appointment as board members for a term of one (1) year;

NOW THEREFORE, BE IT RESOLVED by the City of Deadwood that the following members are appointed to the Business Improvement Board for Districts 1, 2, 3, 4, 5 and 6 for the period from August 1, 2016, to July 31, 2017

| | |
|-------------------|-------------------|
| Ron Island | Tom Rensch |
| Pat Roberts | Tony Sieber |
| Susan Kightlinger | Mary Dunne Larson |
| Steve Schaeffer | Mike Trucano |
| Donnie Patton | Lonny Strong |
| Ken Gienger | Paul Bradsky |
| Tracy Island | |
| Ron Russo | |

Dated this 6th day of September, 2016

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

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- D. Pay SD Office of Emergency Management \$2,865.63 as result of FEMA large project close out regarding 2013 October snowstorm, due to difference in an actual contract invoice. To be paid from Streets budget
- E. Allow use of public property at the Event Complex on September 14 from 9:00 a.m. to 4:00 p.m. for SD Solid Waste Management Association Conference. Fees and deposit have been received.
- F. Allow use of public property and open container during picnic until 8:00 p.m. at the Event Complex on September 17 for Black Hills Veterans March and Marathon. Deposit has been received.
- G. Allow use of public property and allow consumption of alcohol during ribbon cutting and Chamber Mixer at Powerhouse Park on September 8, 2016 from 5:00 p.m. to 7:00 p.m.
- H. Permission to apply for CPAW grant (Community Planning for Assistance for Wildfire program)
- I. Enter the following into Police Reserve Program effective September 7, 2016: Jeramy Russell, Patrick Lalla-Kraemer
- J. Permission for Mayor to sign Loan Agreement between City of Deadwood and Deadwood Masonic Lodge to display Chinese Masonic Medal from September 7 to September 12, 2016
- K. Permission for Mayor to sign Loan Agreement between City of Deadwood and Dakota Plains Auction to display Wild Bill artifacts at 809 Main Street from September 6 to September 12, 2016
- L. Permission for Mayor to sign Loan Agreement between City of Deadwood and George B. German music archives for historical music from May 17, 2016 to October 31, 2016
- M. Allow Mayor to sign Armada Coffee Business Agreement for City offices
- N. Permission to increase wages for the following employees: Jeanne Reif, Rec Center, from \$8.67 hr. to \$8.93 hr. effective September 9, 2016 after one year of service; Jerity Krambeck, Planning and Preservation, from \$16.31 hr. to \$17.22 hr. effective September 9, 2016 after one year of service; Lance Sandidge, Trolley, from \$10.76 hr. to \$11.83 hr. effective September 13, 2016 after two years of service; and Phillip Arellano, Trolley, from \$10.76 hr. to \$11.83 hr. effective September 14, 2016 after two years of service.
- O. Permission to remove the following seasonal employees from payroll effective September 1, 2016: Ashley Hansen, Echo Bauer, Kole Frisinger, Riley Lundquist, Hayden Hill, Breyleigh Geggelman and Colt Mauity.
- P. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for John M. Kinyon and Christine A. Kinyon.

BID ITEMS

Ruth moved, Speirs seconded to set bid opening at 2:00 p.m. on Thursday, September 29 for Reconstruction of the City Steps and Retaining Walls at 1 Forest Street with results to City Commission at 5:00 p.m. on October 3. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Todd moved, Ruth seconded to set public hearing on September 19, 2016 on Resolution 2016-15 of Intent to Lease property to Deadwood Chamber at 501 Main St. from January 1, 2017 to December 31, 2020. Roll Call: Aye-All. Motion carried.

RESOLUTION NO. 2016-15 RESOLUTION OF INTENT TO LEASE PROPERTY

WHEREAS, the City of Deadwood intends to adopt a Resolution to lease real property described at 501 Main Street, Deadwood, South Dakota for the purpose of operation of the Welcome Center facilities at the above-described location; now therefore

BE IT RESOLVED by the City of Deadwood that the City hereby declares its intent to lease real property for the purpose of operating the Welcome Center at 501 Main Street, Deadwood, South Dakota, for the mutually agreed upon conditions of the Agreement Between

REGULAR MEETING, SEPTEMBER 6, 2016

The City of Deadwood and Deadwood Chamber of Commerce and Visitors Bureau for the period beginning January 1, 2017 and ending December 31, 2020; and

BE IT FURTHER RESOLVED that a hearing shall be held before the Deadwood City Commission on Monday, the 19th day of September, 2016 at 5:00 p.m. or soon thereafter as the matter may be heard at the City Commission Chambers located at 102 Sherman Street, in the City of Deadwood, to consider the lease of real property.

The city finance officer shall give public notice of this hearing at least ten (10) days prior to the public hearing.

Dated this 6th day of September, 2016

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

NEW BUSINESS

Ordinance #1246

Van Den Eykel moved, Ruth seconded to approve first reading of 2017 Budget Appropriation Ordinance #1246. Roll Call: Aye-All. Motion carried.

Permission

Lee Harstad, Executive Director of Deadwood Chamber, asked the Commission for approval of forgiveness on loan made to Deadwood Chamber to purchase bleachers in Pavilion as recommended by Historic Preservation Commission. Harstad stated original loan was \$150,000 and to date payments have been made in the amount of \$194,000.00. He also stated proceeds from the sale of the bleachers is \$12,000.00. Commissioner Speirs stated he had issues with such a big capital investment and yet they are only worth \$12,000.00. Harstad responded that research has shown the amount is a fair price. Upon questioning by Commissioner Todd concerning moving of the bleachers, Harstad said no expenses will be incurred by City. Commissioner Van Den Eykel stated it was difficult for him to digest when they have had 18 years to pay off but balance remains high. Based on fact that interest has been collected for a lengthy period, Todd moved, Ruth seconded to write off principle balance of \$91,779.80 for loan made to Deadwood Chamber of Commerce to purchase bleachers in Pavilion and additional interest accrued be forgiven, with proceeds from sale of bleachers in the amount of \$12,000.00 reimbursing Revolving Loan Fund. Roll Call: Aye-Ruth, Todd, Turbiville. Nay-Speirs, Van Den Eykel. Motion carried.

Purchases

Speirs moved, Ruth seconded to purchase three LED stoplights for use through town as well as signage at Lower Main and decorative posts at Sherman and Deadwood Street intersection at cost not to exceed \$7,000.00 from Parking and Transportation budget. Chief Fuller gave a brief summary. Commissioner Todd questioned aesthetics of signage but agreed safety comes first. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to purchase benches and waste receptacles from Victor Stanley in the amount of \$12,495.00 and purchase wheelchair accessible picnic tables from Barco Products in the amount of \$5,459.51 to be used in Powerhouse Park and Gateway Park. Expenditure to be paid from HP Capital Asset Benches line item. Roll Call: Aye-All. Motion carried.

Notice

Speirs moved, Ruth seconded to give written notice to Mt. Moriah tour bus operators that charge will be increased to rate established by fee resolution effective January 1, 2018. Mayor Turbiville stated that on February 1, 2016 the Commission voted to allow bus fees to remain at \$1.00 for 2016 and 2017 with a year's notice if the price increases. Roll Call: Aye-All. Motion carried.

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Payment

Speirs moved, Todd seconded to approve payment of invoice to Rogers Construction in the amount of \$6,897.98 for tree removal at Powerhouse Park, to be paid from Historic Preservation Highway 85/385 budget. Roll Call: Aye-All. Motion carried.

Resolution 2016-16

Speirs moved, Ruth seconded to approve Resolution 2016-16 Authorizing Mayor to Execute Application for Land and file application with Bureau of Land management for approximately 20 acres to acquire shooting range on Yellow Creek Road in Lawrence County along with nonrefundable \$100.00 application fee. Historic Preservation Officer Kuchenbecker stated a meeting was held with State Director of Bureau of Land Management and their real estate agent who was very receptive of transferring the land from BLM to the City of Deadwood for recreational and public purposes. He stated the process would take six months to a year and a development plan would be put together to go along with the application. Mayor Turbiville stated this step is not a final commitment. Commissioner Todd questioned the possibility of grants for site improvements. Roll Call: Aye-All. Motion carried.

RESOLUTION NO. 2016-16

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR LAND FOR RECREATION AND PUBLIC PURPOSES FOR APPROXIMATELY 20 ACRES FROM THE BUREAU OF LAND MANAGEMENT FOR THE USE OF A PUBLIC SHOOTING RANGE.

WHEREAS, the City Commission of the City of Deadwood desire to provide a public shooting range and a range for our local law enforcement; and

WHEREAS, the City Commission of the City of Deadwood have explored options for a shooting range and directed City staff to explore opportunities with the Bureau of Land Management to acquire the existing shooting range on Yellow Creek Road in Lawrence County, South Dakota; and

WHEREAS, the City Commission of the City of Deadwood will further explore options for the management of the public shooting range with the local rifle and pistol club and Black Hills Rod and Gun Club, both South Dakota not-for profit corporations; and

WHEREAS, the City Commission of the City of Deadwood wishes to complete and submit the Application for Land for Recreation and Public Purposes to the Bureau of Land Management for approximately 20 acres for use as a public shooting range; now therefore

BE IT RESOLVED by the City Commission of the **CITY OF DEADWOOD, SOUTH DAKOTA:**

That the Mayor be and hereby is authorized and directed to execute and submit the Application for Land for Recreation and Public Purposes along with supporting documents to the Bureau of Land Management along with the non-refundable \$100.00 application fee.

Dated this 6th day of September, 2016

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

Renew

Speirs moved, Todd seconded to renew three year agreement with Golden West for offsite back up storage appliance and replication service, and include up to 6 terabytes. Total cost \$875.00 per month, \$660.00 to be paid from General Fund, balance from Historic Preservation. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, SEPTEMBER 6, 2016

Purchase

Todd moved, Ruth seconded to allow Deadwood Fire Department to purchase the following components to build air trailer: eight 6000-psi air cylinders from M and T Fire Safety at cost not to exceed \$21,000.00, and an enclosed aluminum trailer for Carl's Trailer at cost not to exceed \$4,500.00. Chief Helmin stated the department is building the trailer from component parts to provide cost savings to City. Commissioner Todd appreciated the efforts to save money. Roll Call: Aye-All. Motion carried.

Permission

Ruth moved, Todd seconded to publish RFP for concessionaire at Deadwood Event Center. Roll Call: Aye-All. Motion carried.

Pay

Todd moved, Van Den Eykel seconded to pay South Dakota Public Assurance Alliance \$224,036.59 for liability, auto and property coverage (budgeted). Roll Call: Aye-All. Motion carried.

Resignation

Ruth moved, Speirs seconded with regret to accept retirement/resignation from Donovan Renner after 21 years of service in the Water Dept. effective October 21, 2016. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mayor Turbiville read the following informational items:

- A quorum of Historic Preservation, Planning/Zoning and City Commissioners may be present at Powerhouse Park ribbon cutting and chamber mixer on September 8 and community picnic on September 11.
- Upcoming Lead Deadwood School District Stakeholder Listening Session schedule is available.
- At September 19 meeting, City Commission will have discussion and possible action regarding a \$2.00 facility use surcharge added per ticket at Deadwood Event Center. Jeanna Dewey, Deadwood Chamber, talked with event promotor, Adam Libby, who questioned if this replaces the usual facility rental fee. Mayor Turbiville stated that will be discussed at the next meeting.

Blake Haverberg, speaking on behalf of Greg Vecchi, questioned the Commission on CUP issues regarding proposed gun ranges at Yellow Creek and Rubble Site. Riggins replied that he has spoken to officials at Lawrence County, and is working through details regarding both sites.

Lee Harstad, Deadwood Chamber, thanked the Commission and City staff for help during Kool Deadwood Nites. Mayor Turbiville thanked the Chamber as well.

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

ADJOURNMENT

Speirs moved, Todd seconded to adjourn the regular session at 5:47 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2 (3) and union matters per SDCL 1-25-2(3) with possible action. The next regular meeting will be on Monday September 19, 2016.

After coming out of executive session at 6:00 p.m. Speirs moved, Ruth seconded to adjourn.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PACKET: 03873 COMBINED - 9/20/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------|---------------------------|--|--------|------------|
| 01-0361 | SD PUBLIC ASSURANCE ALL | I-23616 | 101-4111-421 | INSURANCE INSURANCE RENEWAL | 000000 | 224,036.59 |
| 01-0418 | BLACK HILLS PIONEER | I-485 - 2016 | 101-4111-423 | PUBLISHING MINUTES - 7/18/16 | 000000 | 180.18 |
| | | I-495 | 101-4111-423 | PUBLISHING NOH - DEADWEIRD | 000000 | 20.33 |
| | | I-496 | 101-4111-423 | PUBLISHING NOH - OKTOBERFEST | 000000 | 24.95 |
| | | I-497 | 101-4111-423 | PUBLISHING NOTICE TO BID-ADAMS HSE PAINT | 000000 | 35.76 |
| | | I-498 | 101-4111-423 | PUBLISHING NOTICE TO BID-LIBRARY PAINTING | 000000 | 34.09 |
| | | I-512 - 2016 | 101-4111-423 | PUBLISHING MINUTES - 8/1/16 | 000000 | 312.77 |
| | | I-519 | 101-4111-423 | PUBLISHING SEALED BIDS - SURPLUS PROPERTY | 000000 | 18.29 |
| 01-1331 | SD MUNICIPAL LEAGUE | I-091216 | 101-4111-422 | PROFESSIONAL ANNUAL CONFERENCE - CHUCK T | 000000 | 115.00 |
| | | I-091316 | 101-4111-422 | PROFESSIONAL HALL OF FAME LUNCHEON-GEORGEAN | 000000 | 20.00 |
| 01-4052 | BUREAU OF LAND MANAGEME | I-RES.#2016-16 | 101-4111-422 | PROFESSIONAL APPLICATION FEE | 000000 | 100.00 |
| | | | DEPARTMENT 111 COMMISSION | TOTAL: | | 224,897.96 |
| 01-0680 | SAFELITE AUTOGLASS | I-00601-133935 | 101-4142-422 | PROFESSIONAL REPLACE FRONT WINDOW-FOCUS | 000000 | 226.85 |
| | | | DEPARTMENT 142 FINANCE | TOTAL: | | 226.85 |
| 01-0213 | TRUGREEN CHEM-LAWN | I-52771840 | 101-4192-422-08 | PROFESSIONAL- LAWN SERVICE/HISTORY | 000000 | 43.25 |
| | | I-52788248 | 101-4192-422-10 | PROFESSIONAL LAWN SERVICE/LIBRARY | 000000 | 43.25 |
| | | I-52820116 | 101-4192-422-11 | PROFESSIONAL LAWN SERVICE/ROTARY PARK | 000000 | 73.50 |
| 01-0547 | M&M SANITATION | I-31325 | 101-4192-426-05 | SUPPLIES - CO TOILET RENTAL/COLD STORAGE | 000000 | 110.00 |
| 01-0575 | SOUTHSIDE OIL | I-090580 | 101-4192-426-14 | SUPPLIES - ST FUEL FOR GENERATORS/STRTS, REC | 000000 | 160.00 |
| | | I-090580 | 101-4192-426-13 | SUPPLIES - RE FUEL FOR GENERATORS/STRTS, REC | 000000 | 1,900.00 |
| 01-0684 | NORTHWEST PIPE FITTINGS | I-1115426 | 101-4192-426-12 | SUPPLIES - PA NORTHWEST PIPE FITTINGS, INC. | 000000 | 187.94 |
| 01-1380 | WASTE CONNECTIONS, INC. | I-12012657 | 101-4192-426-11 | SUPPLIES - PA GARBAGE PICKUP/PARKS | 000000 | 950.40 |
| | | I-12014044 | 101-4192-426-09 | SUPPLIES - HA GARBAGE PICKUP/HARCC | 000000 | 497.50 |
| 01-1502 | BLACK HILLS CHEMICAL | I-103946A | 101-4192-426 | SUPPLIES 45 GAL BLACK TRASH BAGS/PB | 000000 | 35.50 |

9/16/2016 9:23 AM
 PACKET: 03873 COMBINED - 9/20/16
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|--------------------|------------------|--|--------|----------|
| 01-1502 | BLACK HILLS CHEMICAL | continued | | | | |
| | | I-103951 | 101-4192-426 | SUPPLIES 45 GAL BLACK TRASH BAGS/PB | 000000 | 71.00 |
| | | I-105175A | 101-4192-426 | SUPPLIES 3 ROLL DISPENSER-SOAP DISP/PB | 000000 | 47.96 |
| | | I-105563 | 101-4192-426 | SUPPLIES OPTICORE-ROLL TOWEL-WASH/PB | 000000 | 258.68 |
| 01-1507 | GENE'S LOCK SHOP | | | | | |
| | | I-14130 | 101-4192-425-15 | REPAIRS - TRO DEADBOLT-KNOB-KEYS/TROLLEY | 000000 | 726.76 |
| | | I-9191 | 101-4192-425-14 | REPAIRS - STR PASSAGE LEVER/STREETS | 000000 | 99.98 |
| 01-1558 | ECOLAB PEST ELIMINATION | | | | | |
| | | I-2716441 | 101-4192-422-04 | PROFESSIONAL ONE SHOT SERVICE/CITY HALL | 000000 | 150.00 |
| 01-2177 | PITNEY BOWES | | | | | |
| | | I-3301331838 | 101-4192-422-04 | PROFESSIONAL QUARTERLY LEASING FEE | 000000 | 237.93 |
| 01-3977 | ACE HARDWARE OF LEAD | | | | | |
| | | I-08/31/16 INV AUG | 101-4192-425-13 | REPAIRS - REC MOUNTING TAPE | 000000 | 9.99 |
| | | | DEPARTMENT 192 | PUBLIC BUILDINGS | TOTAL: | 5,503.64 |
| 01-0510 | GOLDEN WEST TECHNOLOGIE | | | | | |
| | | I-308043 | 101-4193-422 | PROFESSIONAL EMAIL SECURITY,OFFSITE BKUP | 000000 | 720.00 |
| | | | DEPARTMENT 193 | DATA PROCESSING | TOTAL: | 720.00 |
| 01-0467 | CULLIGAN OF THE NORTHER | | | | | |
| | | I-0000330 | 101-4210-424 | RENTALS | 000000 | 15.00 |
| 01-0508 | GALLS, LLC | | | | | |
| | | I-005981988 | 101-4210-426 | SUPPLIES UNIFORM EQUIPMENT - POLICE | 000000 | 219.95 |
| 01-1399 | NEVE'S UNIFORMS, INC. | | | | | |
| | | I-RP-038177 | 101-4210-426 | SUPPLIES UNIFORM PANTS - POLICE | 000000 | 79.90 |
| | | I-RP-038197 | 101-4210-426 | SUPPLIES UNIFORM EQUIPMENT - POLICE | 000000 | 44.95 |
| 01-1424 | SOUTHSIDE SERVICE | | | | | |
| | | I-44974 | 101-4210-425 | REPAIRS OIL, FILTER, TIRE - POLICE DPT | 000000 | 264.65 |
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | I-32-700135 | 101-4210-426 | SUPPLIES TURTLE, ARMOR - POLICE DEPT | 000000 | 20.52 |
| 01-1819 | DAKOTA BUSINESS CENTER | | | | | |
| | | I-IN306773 | 101-4210-424 | RENTALS COPIER CONTRACT - POLICE | 000000 | 160.90 |
| | | | DEPARTMENT 210 | POLICE | TOTAL: | 805.87 |

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 PACKET: 03873 COMBINED - 9/20/16
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------|------------------|--|--------|----------|
| 01-1331 | SD MUNICIPAL LEAGUE | | | | | |
| | | I-091316 | 101-4221-422 | PROFESSIONAL HALL OF FAME LUNCHEON-KEN H | 000000 | 20.00 |
| 01-1410 | WESTERN COMMUNICATIONS, | | | | | |
| | | I-15-712357 | 101-4221-426 | SUPPLIES CONNECTORS - FIRE DEPT | 000000 | 6.00 |
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | I-32-700276 | 101-4221-425 | REPAIRS LONGERLIFE MINI - FIRE DEPT | 000000 | 2.49 |
| 01-2594 | DEADWOOD FIRE DEPARTMEN | | | | | |
| | | I-090416 | 101-4221-434 | MACHINERY/EQU REIMBS.- COMPUTER / FIRE DEPT | 000000 | 549.99 |
| | | I-091316 | 101-4221-422 | PROFESSIONAL STAFFING - KOOL DWD NITES | 000000 | 1,441.85 |
| 01-3056 | NORTHERN HILLS TECHNOLO | | | | | |
| | | I-12473 | 101-4221-434 | MACHINERY/EQU ONLINE BKUP,ADD'L STORAGE-FIRE | 000000 | 85.00 |
| | | I-12486 | 101-4221-434 | MACHINERY/EQU COMPUTER SETUP/FILE TRSF-FIRE | 000000 | 90.00 |
| | | | DEPARTMENT 221 | FIRE DEPARTMENT ADMINISTR | TOTAL: | 2,195.33 |
| 01-0467 | CULLIGAN OF THE NORTHER | | | | | |
| | | I-0000145 | 101-4310-426 | SUPPLIES 3 5 GAL BOTTLES WATER/STREETS | 000000 | 19.50 |
| | | I-0000304 | 101-4310-426 | SUPPLIES 4 5 GAL BOTTLES WATER/STREETS | 000000 | 26.00 |
| 01-0510 | GOLDEN WEST TECHNOLOGIE | | | | | |
| | | I-160810097 | 101-4310-422 | PROFESSIONAL (2) PAGERS AIRTIME-VM/STREETS | 000000 | 33.18 |
| 01-0561 | SD ONE CALL | | | | | |
| | | I-SD16-2503 | 101-4310-422 | PROFESSIONAL 811 SVCS FAXES & MSGS/STR, WTR | 000000 | 32.48 |
| 01-0598 | SUMMIT SIGNS AND SUPPLY | | | | | |
| | | I-49748 | 101-4310-426 | SUPPLIES EXIT ONLY SIGN/STREETS | 000000 | 74.50 |
| | | I-49808 | 101-4310-426 | SUPPLIES NO THRU TRUCK SIGNS/STREETS | 000000 | 76.50 |
| 01-0619 | TWILIGHT FIRST AID & SA | | | | | |
| | | I-39997 | 101-4310-426 | SUPPLIES TABLETS-BANDAIDES-EYE PRO/STRT | 000000 | 120.60 |
| 01-0782 | JACOBS PRECISION WELDIN | | | | | |
| | | I-23257 | 101-4310-426 | SUPPLIES (4) 6" FLAT- 2" FLAT BARS/STRT | 000000 | 64.00 |
| 01-1322 | PETE LIEN & SONS, INC. | | | | | |
| | | I-16POS/114407 | 101-4310-425 | REPAIRS CONCRETE-SHORT FIBERS/STRTS | 000000 | 212.50 |
| | | I-16POS/115296 | 101-4310-425 | REPAIRS CONCRETE-SHORT FIBERS/STRTS | 000000 | 212.50 |
| 01-1493 | SANITATION PRODUCTS, IN | | | | | |
| | | I-036485 | 101-4310-426 | SUPPLIES MANDREL 66" PART SWEEPER/ST | 000000 | 726.00 |
| 01-1498 | A & J SUPPLY | | | | | |
| | | I-1543 | 101-4310-426 | SUPPLIES 4 FLAT AND 5 FLAT 8'/STREETS | 000000 | 38.40 |

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 PACKET: 03873 COMBINED - 9/20/16
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 310 STREETS
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|--------------------|------------------|---|--------|----------|
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | I-32-700239 | 101-4310-426 | SUPPLIES HEAVY DUTY PUSH-PULL/STREETS | 000000 | 10.64 |
| | | I-32-701294 | 101-4310-425 | REPAIRS BATTERY-OIL FILTER/STREETS | 000000 | 94.16 |
| | | I-32-701314 | 101-4310-426 | SUPPLIES BULK PROPANE/STREETS | 000000 | 14.40 |
| | | I-32-701378 | 101-4310-426 | SUPPLIES 1/2" DR MM SOCKET/STREET | 000000 | 13.41 |
| | | I-32-701563 | 101-4310-426 | SUPPLIES (20) BULK PROPANE/STREETS | 000000 | 14.40 |
| | | I-32-702504 | 101-4310-425 | REPAIRS B-4 WIRE HOSE-FITTINGS/STREETS | 000000 | 77.68 |
| 01-2762 | PARTSMASTER | | | | | |
| | | I-230311860 | 101-4310-426 | SUPPLIES CT SAW 14 IN W/2 BLADES/STREET | 000000 | 433.82 |
| 01-3977 | ACE HARDWARE OF LEAD | | | | | |
| | | I-08/31/16 INV AUG | 101-4310-426 | SUPPLIES FASTENERS FOR BEDLINER OF TRK | 000000 | 20.90 |
| 01-4047 | STATE OF SOUTH DAKOTA | | | | | |
| | | I-082416 | 101-4310-422 | PROFESSIONAL FEMA SNOW STORM - 2013 | 000000 | 2,865.63 |
| | | | | DEPARTMENT 310 STREETS | TOTAL: | 5,181.20 |
| 01-1380 | WASTE CONNECTIONS, INC. | | | | | |
| | | I-12012785 | 101-4320-422 | PROFESSIONAL GARBAGE PICKUP/RESIDENTIAL | 000000 | 6,651.50 |
| | | | | DEPARTMENT 320 SANITATION | TOTAL: | 6,651.50 |
| 01-1683 | FLACK TRUCKING | | | | | |
| | | I-23294 | 101-4370-426 | SUPPLIES SCREENED TOP SOIL/OAKRIDGE | 000000 | 385.00 |
| | | | | DEPARTMENT 370 OAKRIDGE CEMETERY | TOTAL: | 385.00 |
| 01-0467 | CULLIGAN OF THE NORTHER | | | | | |
| | | I-0000305 | 101-4520-426 | SUPPLIES (2) 5 GAL BOTTLES WATER/PARKS | 000000 | 13.00 |
| | | I-0000329 | 101-4520-426 | SUPPLIES COOLER RENTAL SEPT/PARKS | 000000 | 15.00 |
| 01-0510 | GOLDEN WEST TECHNOLOGIE | | | | | |
| | | I-160810109 | 101-4520-425 | REPAIRS 2 PAGERS AIRTIME-VM-REPAIRS/PK | 000000 | 38.00 |
| | | I-160810109 | 101-4520-422 | PROFESSIONAL 2 PAGERS AIRTIME-VM-REPAIRS/PK | 000000 | 34.22 |
| 01-0619 | TWILIGHT FIRST AID & SA | | | | | |
| | | I-39999 | 101-4520-426 | SUPPLIES BANDAGES-HAND PROTECTION/PKS | 000000 | 25.90 |
| 01-1331 | SD MUNICIPAL LEAGUE | | | | | |
| | | I-091316 | 101-4520-422 | PROFESSIONAL HALL OF FAME LUNCHEON-TRENT R | 000000 | 20.00 |
| 01-1380 | WASTE CONNECTIONS, INC. | | | | | |
| | | I-12012634 | 101-4520-426 | SUPPLIES GARBAGE PICKUP/PARKS | 000000 | 336.00 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 5

PACKET: 03873 COMBINED - 9/20/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: PNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|---------------|------------------|--|--------|------------|
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | I-32-701882 | 101-4520-426 | SUPPLIES U-JOINT/PARKS | 000000 | 16.32 |
| | | I-32-701925 | 101-4520-425 | REPAIRS OIL FILTERS-LINERS-RADIATOR/PK | 000000 | 469.96 |
| 01-1798 | CHAINSAW CENTER/DAKOTA | | | | | |
| | | I-1356069 | 101-4520-425 | REPAIRS SPACER-SPANNER-ANTI SCALP WH/P | 000000 | 409.41 |
| 01-3346 | REGIONAL HEALTH | | | | | |
| | | I-185155C2296 | 101-4520-422 | PROFESSIONAL IMMUNIZATIONS - PARKS | 000000 | 122.00 |
| | | | DEPARTMENT 520 | PARKS | TOTAL: | 1,499.61 |
| 01-0868 | FARRIER, MARIE | | | | | |
| | | I-2016-1 | 101-4640-422 | PROFESSIONAL PZ 2016 | 000000 | 125.00 |
| 01-1338 | ALLEN, MEL | | | | | |
| | | I-2016-1 | 101-4640-422 | PROFESSIONAL PZ 2016 | 000000 | 125.00 |
| 01-1786 | PETTY CASH/HISTORIC PRE | | | | | |
| | | I-091516 | 101-4640-426 | SUPPLIES REIMBURSE PETTY CASH - P&Z | 000000 | 11.00 |
| 01-2454 | SHEDD, JIM | | | | | |
| | | I-2016-1 | 101-4640-422 | PROFESSIONAL PZC 2016 | 000000 | 125.00 |
| 01-3201 | BIESIOT, TONY | | | | | |
| | | I-2016-1 | 101-4640-422 | PROFESSIONAL BIESIOT, TONY | 000000 | 75.00 |
| 01-3314 | CENTURY BUSINESS PRODUC | | | | | |
| | | I-341174 | 101-4640-428 | UTILITIES CONTRACT 08/09/-09/08/16 | 000000 | 325.99 |
| 01-3935 | RUNGE, BRETT | | | | | |
| | | I-2016-1 | 101-4640-422 | PROFESSIONAL PZ 2016 | 000000 | 125.00 |
| | | | DEPARTMENT 640 | PLANNING AND ZONING | TOTAL: | 911.99 |
| | | | FUND | 101 GENERAL FUND | TOTAL: | 248,979.15 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

PACKET: 03873 COMBINED - 9/20/16

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|---------|------------------|---------------------------------|--------|--------|
| 01-0467 | CULLIGAN OF THE NORTHER | | | | | |
| | | I-80690 | 206-4550-426 | SUPPLIES WATER & CUPS - LIBRARY | 000000 | 21.50 |
| | | | DEPARTMENT 550 | LIBRARY | TOTAL: | 21.50 |
| | | | FUND | 206 LIBRARY FUND | TOTAL: | 21.50 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

PACKET: 03873 COMBINED - 9/20/16

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------------|------------------|---|--------|----------|
| 01-0418 | BLACK HILLS PIONEER | | | | | |
| | | I-08/31/16 PROMO REC | 209-4510-423 | PUBLISHING COMMUNITY PAGES SPONSOR/REC | 000000 | 10.00 |
| 01-1380 | WASTE CONNECTIONS, INC. | | | | | |
| | | I-12012785 | 209-4510-426 | SUPPLIES GARBAGE PICKUP/RESIDENTIAL | 000000 | 65.00 |
| 01-3151 | KONE INC. | | | | | |
| | | I-949405511 | 209-4510-422 | PROFESSIONAL ELEVATOR INSPECTION/REC CENTER | 000000 | 140.07 |
| 01-3506 | ALSCO | | | | | |
| | | I-LCAS1068510 | 209-4510-426 | SUPPLIES MATS/REC CENTER | 000000 | 114.05 |
| | | | | DEPARTMENT 510 REC CENTER | TOTAL: | 329.12 |
| 01-2857 | NEIGHBORHOOD LENDING SE | | | | | |
| | | I-090916 | 209-4980-429 | OTHER KIDWEIRD - 2016 | 000000 | 750.00 |
| | | | | DEPARTMENT 980 SPECIAL EVENTS | TOTAL: | 750.00 |
| | | | | FUND 209 BED & BOOZE FUND | TOTAL: | 1,079.12 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 03873 COMBINED - 9/20/16

VENDOR SET: 01

FUND : 214 BID #7-OCCUPANCY TAX

DEPARTMENT: 630 BID #7

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------|------------------|----------------|-----------------|---------------------------------------|
| 01-0475 | DEADWOOD CHAMBER & VISI | | | | | |
| | | I-091316 | 214-4630-423 | MARKETING | BID 7 BILL LIST | 000000 16,186.02 |
| | | | | DEPARTMENT 630 | BID #7 | TOTAL: 16,186.02 |
| | | | | FUND | 214 | BID #7-OCCUPANCY TAX TOTAL: 16,186.02 |

PACKET: 03873 COMBINED - 9/20/16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|---------------|------------------|--|--------|-----------|
| 01-0585 | SD DEPT. OF REVENUE | | | | | |
| | | I-SEPT-090916 | 215-3000-699 | MISC REVENUE SD DEPT. OF REVENUE | 000000 | 0.34 |
| | | | | DEPARTMENT NON-DEPARTMENTAL | TOTAL: | 0.34 |
| 01-3295 | PANNIER | | | | | |
| | | I-156807 | 215-4572-235 | VISITOR MGMT INTERP SIGNS POWERHOUSE PARK | 000000 | 4,109.00 |
| | | | | DEPARTMENT 572 HP VISITOR MGMT AND INFO | TOTAL: | 4,109.00 |
| 01-0951 | DEADWOOD ALIVE | | | | | |
| | | I-146-16 | 215-4573-345 | HIST. INTERP. FALL 2016 | 000000 | 1,500.00 |
| 01-1871 | SD STATE ARCHIVES | | | | | |
| | | I-6025 | 215-4573-335 | HIST. INTERP. DIAZO MICROFILM | 000000 | 3,772.90 |
| 01-2014 | TOMS, DON | | | | | |
| | | I-LP 11 OF 20 | 215-4573-335 | HIST. INTERP. FUNERAL HOME RECORDS | 000000 | 780.00 |
| 01-3938 | SD STATE HIST.SOCIETY/A | | | | | |
| | | I-17-086 | 215-4573-335 | HIST. INTERP. FINAL RPT FROM REMAINS | 000000 | 4,941.62 |
| | | | | DEPARTMENT 573 HP HISTORIC INTERPRETATION | TOTAL: | 10,994.42 |
| 01-0776 | ALBERTSON ENGINEERING, | | | | | |
| | | I-10363 | 215-4575-515 | GRANT/LOAN RE 2013-214H 50 VAN BUREN RET WAL | 000000 | 465.00 |
| | | I-10365 | 215-4575-515 | GRANT/LOAN RE 2014-188.1H 26 FREMONT ST | 000000 | 188.64 |
| | | I-10367 | 215-4575-515 | GRANT/LOAN RE 2014-260H 84 VAN BUREN RET WAL | 000000 | 420.00 |
| | | I-10368 | 215-4575-515 | GRANT/LOAN RE 2014-314H 10 HARRISON RET WALL | 000000 | 180.00 |
| | | I-10370 | 215-4575-515 | GRANT/LOAN RE 2015-320H 336 WILLIAMS RET WAL | 000000 | 746.25 |
| | | I-10371 | 215-4575-515 | GRANT/LOAN RE 2015-391H 3 SHINE RET WALL | 000000 | 525.90 |
| | | I-10372 | 215-4575-515 | GRANT/LOAN RE 2016-237H 53 TAYLOR RET WALL | 000000 | 120.00 |
| | | | | DEPARTMENT 575 HP DEADWOOD GRANT AND LOAN | TOTAL: | 2,645.79 |
| 01-3259 | INTERSTATE ENGINEERING | | | | | |
| | | I-28361 | 215-4576-600 | PROFES. SERV. CHARLES ST BRIDGE INSPECTION | 000000 | 1,500.00 |
| 01-4046 | KEEHN, LENESEA | | | | | |
| | | I-082016 | 215-4576-630 | PROFES. SERV. PRESIDENTIAL DNC PICNIC | 000000 | 85.37 |
| 01-4048 | TUSHA, DEONNE | | | | | |
| | | I-090916 | 215-4576-630 | PROFES. SERV. BURNHAM BLOCK CLUB POTLUCK | 000000 | 42.95 |
| | | | | DEPARTMENT 576 HP PROFESSIONAL SERVICES | TOTAL: | 1,628.32 |

PACKET: 03873 COMBINED - 9/20/16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNEAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|--|-------------------------|----------------|------------------|--|--------|------------|
| 01-0081 | ROSENBAUM'S SIGNS | | | | | |
| | | I-SC6149 | 215-4577-775-03 | CIP-WAYFINDIN PARTIAL PHII WAYFINDING | 000000 | 44,252.00 |
| 01-0547 | M&M SANITATION | | | | | |
| | | I-31326 | 215-4577-795 | CAPITAL ASSET TOILET RENTAL-MOVE FEE/FIREWIS | 000000 | 120.00 |
| 01-0776 | ALBERTSON ENGINEERING, | | | | | |
| | | I-10364 | 215-4577-755 | CAPITAL ASSET 2014-187H RAYMOND ST RET WALL | 000000 | 240.00 |
| | | I-10366 | 215-4577-755 | CAPITAL ASSET 2014-188H FREEMONT ST RET WALL | 000000 | 1,451.80 |
| | | I-10369 | 215-4577-755 | CAPITAL ASSET 2015-319H CITY STEPS 1 FOREST | 000000 | 1,657.15 |
| 01-1187 | ACTION MECHANICAL INC. | | | | | |
| | | I-150017 | 215-4577-735 | CAPITAL ASSET STEAM GENERATOR HUMIDIFIER | 000000 | 16,856.00 |
| 01-1383 | AINSWORTH-BENNING CONST | | | | | |
| | | I-APP1 | 215-4577-755 | CAPITAL ASSET FREMONT ST RET WALL | 000000 | 152,700.00 |
| 01-1496 | LAWRENCE CO. REGISTER O | | | | | |
| | | I-091416 | 215-4577-795 | CAPITAL ASSET EASEMENTS | 000000 | 240.00 |
| 01-2473 | SD DEPT. OF CORRECTIONS | | | | | |
| | | I-C18D7104 | 215-4577-795 | CAPITAL ASSET FIRE SUPPRESSION/FIREWISE | 000000 | 3,336.69 |
| 01-3043 | OLSON, STEVE | | | | | |
| | | I-100 | 215-4577-735 | CAPITAL ASSET PA SYSTEM RODEO ARENA | 000000 | 990.00 |
| DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL: | | | | | | 221,843.64 |
| 01-0097 | FARMER BROTHERS CO | | | | | |
| | | I-64498040 | 215-4641-426 | SUPPLIES HP COFFEE | 000000 | 35.45 |
| 01-0340 | MIDCONTINENT COMMUNICAT | | | | | |
| | | I-8246 | 215-4641-428 | UTILITIES 09/01-09/30/16 3 SIEVER | 000000 | 65.00 |
| 01-0467 | CULLIGAN OF THE NORTHER | | | | | |
| | | I-186 | 215-4641-426 | SUPPLIES HP WATER | 000000 | 26.00 |
| | | I-328 | 215-4641-426 | SUPPLIES HP WATER COOLER RENTAL | 000000 | 15.00 |
| 01-0510 | GOLDEN WEST TECHNOLOGIE | | | | | |
| | | I-307815 | 215-4641-422 | PROFESSIONAL BOBS COMPUTER | 000000 | 180.63 |
| | | I-308034 | 215-4641-422 | PROFESSIONAL ANNUAL IWIT CHARGES | 000000 | 1,680.00 |
| 01-0545 | LYNN'S DAKOTA MART | | | | | |
| | | I-081116 | 215-4641-426 | SUPPLIES PLATES | 000000 | 16.55 |
| 01-0742 | OFFICE DEPOT | | | | | |
| | | I-862590521001 | 215-4641-426 | SUPPLIES THERMAL BINDING MACHINE | 000000 | 325.95 |
| | | I-862590522001 | 215-4641-426 | SUPPLIES THERMAL COVERS | 000000 | 31.98 |

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PACKET: 03873 COMBINED - 9/20/16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------------------------------|-------------------------|------------|------------------|---|--------|-------------------|
| 01-1647 | DEADWOOD-LEAD ECONOMIC | | | | | |
| | | I-091316 | 215-4641-422 | PROFESSIONAL 2016 COMM DEV 101 - JERITY | 000000 | 75.00 |
| 01-1786 | PETTY CASH/HISTORIC PRE | | | | | |
| | | I-091516 | 215-4641-426 | SUPPLIES REIMBURSE PETTY CASH - HP | 000000 | 123.86 |
| 01-2145 | BERG, DALE | | | | | |
| | | I-2016-1 | 215-4641-422 | PROFESSIONAL HPC 2016 | 000000 | 250.00 |
| 01-3239 | NAMMINGA, LYNN | | | | | |
| | | I-2016-1 | 215-4641-422 | PROFESSIONAL HPC 2016 | 000000 | 300.00 |
| 01-3258 | FLOYD, LAURA | | | | | |
| | | I-2016-1 | 215-4641-422 | PROFESSIONAL HPC JAN-JUN 2016 | 000000 | 225.00 |
| 01-3373 | AMAZON WEB SERVICES | | | | | |
| | | I-80900398 | 215-4641-428 | UTILITIES WEB SVCS 08/01-08/31/16 | 000000 | 209.08 |
| 01-3558 | DEADWOOD HISTORY, INC. | | | | | |
| | | I-201670 | 215-4641-423 | PUBLISHING TRAIL OF JACK MCCAL FINAL BILL | 000000 | 122.50 |
| 01-3605 | JOHNSON, MICHAEL | | | | | |
| | | I-2016-1 | 215-4641-422 | PROFESSIONAL HPC 2016 | 000000 | 250.00 |
| 01-3607 | WILLIAMS, CHUCK | | | | | |
| | | I-2016-1 | 215-4641-422 | PROFESSIONAL HPC 2016 | 000000 | 300.00 |
| 01-3694 | TOEWS, LYMAN | | | | | |
| | | I-2016-1 | 215-4641-422 | PROFESSIONAL HPC 2016 | 000000 | 300.00 |
| 01-3696 | BLAIR, THOMAS | | | | | |
| | | I-2016-1 | 215-4641-422 | PROFESSIONAL HPC 2016 | 000000 | 300.00 |
| 01-3860 | ANFINSON, BONNY | | | | | |
| | | I-090816 | 215-4641-415 | GROUP INSURAN REIMBURSEMENT | 000000 | 284.00 |
| DEPARTMENT 641 OFFICE HIST. PRES. | | | | | | TOTAL: 5,116.00 |
| FUND 215 HISTORIC PRESERVATION | | | | | | TOTAL: 246,337.51 |

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 PACKET: 03873 COMBINED - 9/20/16
 VENDOR SET: 01
 FUND : 216 REVOLVING LOAN
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

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BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|-----------|------------------|--|------------------|------------------|
| 01-3906 | LEWIS, TRACY | I-091416 | 216-1310 | DUE FROM OTHE WORK DONE 512 CLIFF WINDOWS | 000000 | 3,428.53 |
| 01-4051 | LOTUS LLC | I-91516 | 216-1310 | DUE FROM OTHE WORK DONE 21 CHARLES | 000000 | 8,428.99 |
| | | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: 11,857.52 |
| 01-0578 | TWIN CITY HARDWARE & LU | I-C133010 | 216-4653-962-03 | WINDOWS GRANT WINDOWS 416 WILLIAMS SJOMELING | 000000 | 2,364.52 |
| 01-1191 | UMENTHUM, KEITH | I-407428 | 216-4653-962-07 | HISTORIC REHA PROJECT MGMT 360 WILLIAMS | 000000 | 550.00 |
| 01-1496 | LAWRENCE CO. REGISTER O | I-090216 | 216-4653-960 | CLOSING CO 21 CHARLES RECORDING FEE | 000000 | 30.00 |
| 01-4049 | POSEY, JIM AND BEVERLY | I-2003 | 216-4653-962-01 | SPECIAL NEEDS 45 TAYLOR RW ELDERLY GRANT | 000000 | 8,800.00 |
| 01-4050 | WOODLAND CONSTRUCTION | I-10460 | 216-4653-962-07 | HISTORIC REHA 360 WILLIAMS LEAD PAINT TREWHE | 000000 | 3,433.32 |
| | | I-10461 | 216-4653-962-07 | HISTORIC REHA 360 WILLIAMS LEAD PAINT TREWHE | 000000 | 11,169.00 |
| | | | | DEPARTMENT 653 | REVOLVING LOAN | TOTAL: 26,346.84 |
| | | | | FUND | 216 | REVOLVING LOAN |
| | | | | | TOTAL: | 38,204.36 |

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PACKET: 03873 COMBINED - 9/20/16

VENDOR SET: 01

FUND : 544 ST. AMBROSE PROJECT

DEPARTMENT: 370 ST. AMBROSE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-----------------------|--------|------------------|------------------------------|--------|-----------|
| 01-1225 | CAI CONSTRUCTION, LLC | | | | | |
| | | I-APP2 | 544-4370-422 | PROFESSIONAL ST AMBROSE PH 6 | 000000 | 27,459.00 |
| | | | | DEPARTMENT 370 ST. AMBROSE | TOTAL: | 27,459.00 |
| | | | | FUND 544 ST. AMBROSE PROJECT | TOTAL: | 27,459.00 |

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PACKET: 03873 COMBINED - 9/20/16

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|------------------------|----------------------|------------------|--|--------|--------|
| 01-0539 | LEAD-DEADWOOD SANITARY | | | | | |
| | | I-08-31/16 ALL BLDGS | 603-4325-429 | OTHER EXPENSE CITY BLDGS USAGE SEPT 2016/WTR | 000000 | 997.09 |
| | | | DEPARTMENT 325 | SEWER | TOTAL: | 997.09 |
| | | | FUND | 603 SEWER FUND | TOTAL: | 997.09 |

PACKET: 03873 COMBINED - 9/20/16

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|--|-------------------------|-------------|------------------|--|--------|----------|
| 01-3712 | PASSPORT PARKING, INC. | I-3886 | 610-4360-422 | PROFESSIONAL MOBILE PAY - METERS | 000000 | 106.75 |
| DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL: | | | | | | 106.75 |
| 01-0467 | CULLIGAN OF THE NORTHER | I-0000331 | 610-4361-426 | SUPPLIES SOFTENER RENTAL - TROLLEY | 000000 | 22.00 |
| 01-0545 | LYNN'S DAKOTA MART | I-0128 | 610-4361-426 | SUPPLIES 10 PKS WATER BOTTLES-TROLLEY | 000000 | 29.90 |
| 01-0600 | TRIPLE K TIRE & REPAIR | I-1-46196 | 610-4361-426 | SUPPLIES BRAKE ROTOR,PADS,CALIPERS-TROL | 000000 | 1,373.91 |
| | | I-1-46197 | 610-4361-425 | REPAIRS LABOR/FRT-BRAKE REPLACMT-TROL | 000000 | 962.20 |
| | | I-1-46198 | 610-4361-426 | SUPPLIES FR.BRK ROTORS,PADS,CALIPER-TRO | 000000 | 1,312.89 |
| | | I-1-46225 | 610-4361-426 | SUPPLIES REPLACE COIL CONNECTOR-TROLLEY | 000000 | 69.99 |
| | | I-1-46264 | 610-4361-426 | SUPPLIES REPLACE/BALANCE TIRES-TROLLEY | 000000 | 287.98 |
| 01-1331 | SD MUNICIPAL LEAGUE | I-091316 | 610-4361-422 | PROFESSIONAL HALL OF FAME LUNCHEON-BOB SR. | 000000 | 20.00 |
| 01-1653 | STURDEVANT'S AUTO PARTS | I-32-33582 | 610-4361-426 | SUPPLIES RADIATOR, FUSES,VINYLS-TROLLEY | 000000 | 263.60 |
| | | I-32-700324 | 610-4361-426 | SUPPLIES OIL FILTERS, NEBO - TROLLEY | 000000 | 33.03 |
| | | I-32-700860 | 610-4361-426 | SUPPLIES FUSES, DRIVEALIGN - TROLLEY | 000000 | 103.55 |
| | | I-32-701160 | 610-4361-426 | SUPPLIES BELTS, FUSE TAP - TROLLEY | 000000 | 53.12 |
| | | I-32-701344 | 610-4361-426 | SUPPLIES HOSE FITTING - TROLLEY | 000000 | 3.95 |
| | | I-32-701414 | 610-4361-426 | SUPPLIES FILTERS, HOSE, SCREWS -TROLLEY | 000000 | 54.31 |
| | | I-32-701475 | 610-4361-426 | SUPPLIES BULBS | 000000 | 32.67 |
| | | I-32-701968 | 610-4361-426 | SUPPLIES TIE ROD DUST BOOT - TROLLEY | 000000 | 5.21 |
| | | I-32-702082 | 610-4361-426 | SUPPLIES V BELTS - TROLLEY | 000000 | 50.73 |
| | | I-32-702135 | 610-4361-426 | SUPPLIES FLUID GUAGE - TROLLEY | 000000 | 16.83 |
| | | I-32-702308 | 610-4361-426 | SUPPLIES ZEREX EXT LIFE,DIAGNOSTIC-TROL | 000000 | 87.92 |
| | | I-32-702322 | 610-4361-426 | SUPPLIES RADIATOR CAP - TROLLEY | 000000 | 3.82 |
| | | I-32-702397 | 610-4361-426 | SUPPLIES COOLANT HOSE - TROLLEY | 000000 | 4.57 |
| | | I-32-702461 | 610-4361-426 | SUPPLIES HOSE CLAMPS - TROLLEY | 000000 | 31.80 |
| | | I-32-702505 | 610-4361-426 | SUPPLIES BLACK NITRILE - TROLLEY | 000000 | 12.33 |
| 01-3654 | SPEARFISH AUTO SUPPLY | I-16445 | 610-4361-426 | SUPPLIES PLUGS FOR GENERATOR - TROLLEY | 000000 | 1.98 |
| | | I-16561 | 610-4361-426 | SUPPLIES PLUGS FOR GENERATOR - TROLLEY | 000000 | 1.98 |
| DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL: | | | | | | 4,840.27 |
| FUND 610 PARKING/TRANSPORTATION TOTAL: | | | | | | 4,947.02 |

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VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-----------|-------------|------------------|---|--------|--------|
| 01-3151 | KONE INC. | I-949405511 | 611-4362-422 | PROFESSIONAL ELEVATOR INSPECTION/PKING RAMP | 000000 | 140.07 |
| | | | DEPARTMENT 362 | MAIN STREET RAMP | TOTAL: | 140.07 |
| | | | FUND 611 | MAIN STREET RAMP | TOTAL: | 140.07 |

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PACKET: 03873 COMBINED - 9/20/16

VENDOR SET: 01

FUND : 720 DEPOSITS HELD

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------|------------------|----------------|---------------------------------------|---------------|
| 01-0475 | DEADWOOD CHAMBER & VISI | | | | | |
| | | I-090816 | 720-4000-429 | OTHER | DEPOSIT REFUND- KOOL DWD NITES 000000 | 600.00 |
| | | | | DEPARTMENT 000 | NON-DEPARTMENTAL | TOTAL: 600.00 |
| | | | | FUND | 720 DEPOSITS HELD | TOTAL: 600.00 |

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VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|---------------------|---------------|------------------|----------------------------------|----------------------|-----------------|
| ===== | | | | | | |
| 01-0585 | SD DEPT. OF REVENUE | | | | | |
| | | I-SEPT-090916 | 722-2190 | AMOUNTS HELD SD DEPT. OF REVENUE | 000000 | 7,217.46 |
| | | | | | | |
| | | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: 7,217.46 |
| ----- | | | | | | |
| | | | | FUND | 722 SALES TAX AGENCY | TOTAL: 7,217.46 |

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VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------|------------------|---------------------------------|---------------------|------------|
| 01-0579 | SD COMMISSION ON GAMING | I-091316 | 723-4000-429 | OTHER CITY SLOTS - PYMT 3, YR 2 | 000000 | 27,443.18 |
| | | | DEPARTMENT 000 | NON-DEPARTMENTAL | TOTAL: | 27,443.18 |
| | | | FUND | 723 NICKEL SLOT PAYMENT AGENCY | TOTAL: | 27,443.18 |
| | | | | | REPORT GRAND TOTAL: | 692,978.49 |



9-19-16 5A
427 SOUTH CHAPELLE
C/O 500 EAST CAPITOL
PIERRE SD 57501-5070
(605) 773-3595

MARTIN L. GUINDON, CPA
AUDITOR GENERAL

September 19, 2016

Charles Turbiville, Mayor
And
Mary Jo Nelson, Finance Officer

Municipality of Deadwood
102 Sherman Street
Deadwood, South Dakota 57732

This will confirm our understanding of the services we are to provide Municipality of Deadwood (Municipality) as of December 31, 2015 and for the year then ended. We will perform a financial and compliance audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Municipality as of December 31, 2015 and for the year then ended and the related notes to the financial statements, which collectively comprise the Municipality's basic financial statements.

Accounting standards generally accepted in the United States of America require the Management's Discussion and Analysis, Budgetary Comparison Schedules, Schedule of Funding Progress, Schedule of Municipality Contributions and the Schedule of Municipality's Proportionate Share of the Net Pension Liability (Asset) be presented to supplement the Municipality's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Municipality's required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any form or assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures, but will not be audited:

- Budgetary Comparison Schedules
- Schedule of Municipality Contributions
- Schedule of the Municipality's Proportionate Share of the Net Pension Liability (Asset)

You have opted to not present Management's Discussion and Analysis that the Governmental Accounting Standards Board has determined is necessary to supplement, although not required to be part of, the basic financial statements. We will adjust our opinion on the financial statements accordingly for this omission.

Audit Objectives

The objective of our audit is the expression of our opinions as to whether the Municipality's basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first section above when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal controls related to the financial statements and compliance with laws, regulations, contracts and grant agreements, and other matters, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (a) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and (b) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting. The reports are intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. However, because these reports are required by South Dakota Codified Law 4-11-11, they are a matter of public record and their distribution is not limited.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our audit will include tests of accounting records and other procedures we consider necessary to enable us to express such our opinions and to render the required reports.

If during the course of our audit we find that we are unable to express unmodified opinions on the fairness of the financial statements for any opinion unit we will notify you of the problems encountered. If, for any reason, we are unable to complete the audit, we will not issue a report as a result of this engagement, but we will bill you at our standard hourly rates for the value of services rendered to date of termination of the engagement.

Management Responsibilities

Management is responsible for the preparation and fair representation of basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will provide guidance with the preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. If applicable, you will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we may provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial

statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information (as applicable) of the Municipality and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon **OR** make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Management will coordinate with our office to ensure that the Department of Legislative Audit's (DLA) independence is not impaired by hiring former or current DLA manager or professional employees in a key position, as defined in the AICPA *Code of Profession Conduct*, which would cause a violation of the AICPA *Code of Professional Conduct* or other applicable independence rules. Any employment opportunities with the Municipality for a former or current DLA manager or professional employee should be discussed with the Auditor General or Local Government Audit Manager before entering into substantive employment conversations with the former or current DLA manager or professional employee.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Accordingly, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and the appropriate law enforcement officials of any violations of laws or regulations and any fraud or illegal acts that come to our attention, unless clearly inconsequential. We will include such matters in the reports required by *Government Auditing Standards*. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the

financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on the effectiveness of internal control or to identify all significant deficiencies or material weaknesses. However, we will communicate to you of any matters involving internal control and its operation that we consider to be material weaknesses or significant deficiencies under standards established by the American Institute of Certified Public Accountants. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We will also inform you of any other matters involving internal controls, if any, as required by *Government Auditing Standards*.

Audit Procedures - Compliance

Compliance with laws, regulations, contracts, agreements and other matters applicable to the Municipality is the responsibility of management. As part of obtaining reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement, we will perform tests of Municipality's compliance with certain provisions of applicable laws, regulations, contracts, agreements and other matters. However, the objective of those procedures will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion in our report issued pursuant to *Government Auditing Standards*.

Audit Administration, Fees, and Other

Our fee for these services will be based on the time actually spent at our standard hourly rate is determined in accordance with state statute (Fiscal Year 2017 rate has not been established but will approximate our 2016 rate of \$63.50). We will not bill you for travel time spent coming to and from your location or for time spent giving assistance or working on other projects while on site at your location.

Government Auditing Standards state that if the Auditor's Report discloses deficiencies in internal control, fraud, illegal acts, violations of provisions of contracts or agreements, or abuse, the entity should provide the views of the responsible officials concerning the findings, conclusions, and recommendation, as well as planned response. Such response will be included in the audit report. If the Municipality does not respond or chooses not to respond we are required to state this in the audit report.

The audit documentation will be available at the completion of our audit for inspection at our Pierre office by other auditors as well as management of the Municipality during normal working hours. The audit documentation will be retained for a minimum of five years following the date of the audit report.

We understand that your employees will assist us whenever possible and will perform such functions as pulling documents selected by us for testing. If your employees cannot accomplish these tasks when requested, we will perform them and bill for our services at the above hourly rate.

Should unforeseen circumstances arise that would require a significant extension of our auditing procedures, we would discuss with you the specific matters involved before extending our audit scope and incurring additional costs. In such a case, this letter may need to be modified and reissued.

The audit report should be issued in final form, and all required report filings accomplished, estimated to be no later than sixty (60) calendar days from the date of the audit report. Our Local Government Audit Manager is the engagement partner and is responsible for supervising the engagement.

Government Auditing Standards require that our office undergo an external quality control review on a periodic basis. A copy of our latest external quality control review letter will be provided to you upon request and is also publicly available on our website (<http://legislativeaudit.sd.gov>).

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions please let us know.

If this letter correctly expresses your understanding, please sign both copies where indicated and return one copy to us.

Sincerely,

Bruce Hintz
Auditor In Charge

Approved:

Mayor

Date

Municipality Finance Officer

Date

9-19-16

5B

COMPARISON OF VALIDATION USAGE FROM 2015 TO 2016

(THESE AMOUNTS INCLUDE TAX, WHICH MUST BE REMITTED TO STATE. CITY LOSES 4.5% OF TOTAL)

| | Total Validations 2015 | Total Validations 2016 | Difference |
|-----------|------------------------|------------------------|-------------|
| January | \$2,865.00 | \$2,087.00 | -\$778.00 |
| February | \$2,955.00 | \$3,078.00 | \$123.00 |
| March | \$2,556.00 | \$2,872.00 | \$316.00 |
| April | \$2,745.00 | \$3,178.00 | \$433.00 |
| May | \$3,178.00 | \$3,234.00 | \$56.00 |
| June | \$3,811.00 | \$3,976.00 | \$165.00 |
| July | \$4,384.00 | \$7,203.00 | \$2,819.00 |
| August | \$4,049.00 | \$6,401.00 | \$2,352.00 |
| September | \$3,968.00 | | -\$3,968.00 |
| October | \$3,221.00 | | -\$3,221.00 |
| November | \$2,608.00 | | -\$2,608.00 |
| December | \$2,087.00 | | -\$2,087.00 |
| | \$38,427.00 | \$32,029.00 | -\$6,398.00 |

Total Validation usage by Business, excluding Mustang Sally's

| 2015 | Jan. | Feb. | March | April | May | June | July | Aug. | Sept. | October | November | December | Annual |
|----------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| Silverado | \$ 776.00 | \$ 569.00 | \$ 609.00 | \$ 663.00 | \$ 772.00 | \$ 819.00 | \$ 918.00 | \$ 1,060.00 | \$ 818.00 | \$ 766.00 | \$ 483.00 | \$ 449.00 | \$ 8,702.00 |
| Gold Dust | \$ 769.00 | \$ 962.00 | \$ 778.00 | \$ 898.00 | \$ 1,050.00 | \$ 893.00 | \$ 1,113.00 | \$ 941.00 | \$ 1,149.00 | \$ 1,070.00 | \$ 903.00 | \$ 806.00 | \$ 11,332.00 |
| Hickok's | \$ 35.00 | | | | | \$ 107.00 | \$ 267.00 | \$ 130.00 | \$ 211.00 | \$ 35.00 | \$ 30.00 | \$ 5.00 | \$ 820.00 |
| Franklin | \$ 266.00 | \$ 262.00 | \$ 357.00 | \$ 309.00 | \$ 465.00 | \$ 689.00 | \$ 809.00 | \$ 779.00 | \$ 597.00 | \$ 451.00 | \$ 269.00 | \$ 233.00 | \$ 5,486.00 |
| Mineral Palace | \$ 938.00 | \$ 1,109.00 | \$ 731.00 | \$ 760.00 | \$ 794.00 | \$ 1,229.00 | \$ 1,236.00 | \$ 1,081.00 | \$ 1,132.00 | \$ 868.00 | \$ 796.00 | \$ 508.00 | \$ 11,182.00 |
| Celebrity | \$ 5.00 | \$ 10.00 | \$ 9.00 | | \$ 47.00 | \$ 12.00 | | \$ 19.00 | \$ 17.00 | | \$ 67.00 | \$ 15.00 | \$ 201.00 |
| Elks | \$ 63.00 | \$ 43.00 | \$ 72.00 | \$ 110.00 | \$ 50.00 | \$ 62.00 | \$ 41.00 | \$ 39.00 | \$ 44.00 | \$ 31.00 | \$ 60.00 | \$ 71.00 | \$ 686.00 |
| TOTAL | \$ 2,852.00 | \$ 2,955.00 | \$ 2,556.00 | \$ 2,740.00 | \$ 3,178.00 | \$ 3,811.00 | \$ 4,384.00 | \$ 4,049.00 | \$ 3,968.00 | \$ 3,221.00 | \$ 2,608.00 | \$ 2,087.00 | \$ 38,409.00 |
| | | | | | | | | | | | | | \$ - |
| 2016 | Jan. | Feb. | March | April | May | June | July | Aug. | Sept. | October | November | December | Annual |
| Silverado | \$ 449.00 | \$ 576.00 | \$ 572.00 | \$ 674.00 | \$ 560.00 | \$ 1,042.00 | \$ 2,212.00 | \$ 2,352.00 | | | | | \$ 8,437.00 |
| Gold Dust | \$ 806.00 | \$ 932.00 | \$ 1,038.00 | \$ 1,080.00 | \$ 1,040.00 | \$ 834.00 | \$ 245.00 | \$ 223.00 | | | | | \$ 6,198.00 |
| Hickok's | \$ 5.00 | \$ 48.00 | \$ 18.00 | \$ 42.00 | \$ 46.00 | \$ 110.00 | \$ 213.00 | \$ 130.00 | | | | | \$ 612.00 |
| Franklin | \$ 233.00 | \$ 268.00 | \$ 404.00 | \$ 330.00 | \$ 604.00 | \$ 749.00 | \$ 1,803.00 | \$ 1,922.00 | | | | | \$ 6,313.00 |
| Mineral Palace | \$ 508.00 | \$ 1,148.00 | \$ 722.00 | \$ 964.00 | \$ 968.00 | \$ 1,226.00 | \$ 2,652.00 | \$ 1,734.00 | | | | | \$ 9,922.00 |
| Celebrity | \$ 15.00 | \$ 24.00 | \$ 50.00 | \$ 22.00 | | \$ 6.00 | | \$ 10.00 | | | | | \$ 127.00 |
| Elks | \$ 71.00 | \$ 82.00 | \$ 68.00 | \$ 66.00 | \$ 16.00 | \$ 19.00 | \$ 78.00 | \$ 30.00 | | | | | \$ 430.00 |
| Total | \$ 2,087.00 | \$ 3,078.00 | \$ 2,872.00 | \$ 3,178.00 | \$ 3,234.00 | \$ 3,986.00 | \$ 7,203.00 | \$ 6,401.00 | \$ - | \$ - | \$ - | \$ - | \$ 32,039.00 |
| Difference | \$ (765.00) | \$ 123.00 | \$ 316.00 | \$ 438.00 | \$ 56.00 | \$ 175.00 | \$ 2,819.00 | \$ 2,352.00 | | | | | \$ 5,514.00 |

9-19-16

6C

Hospital SWIMMING POOL CONTRACT

THIS AGREEMENT effective the 19th day of September, 2016, by and between the Lead-Deadwood Regional Hospital, hereinafter referred to as **HOSPITAL** and the City of Deadwood, hereinafter referred to as **CITY**.

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

1. **Rent.** In consideration of the sum of One Dollar (\$1.00) per person in the water, per visit to the pool, the **CITY** agrees to rent to the **HOSPITAL** for its use as provided herein.

2. **Term.** Availability for therapy activities commencing on November 1, 2016, and ending on October 31, 2017.

3. **Termination.** Such term may be terminated by either party upon thirty (30) days written notice with or without cause.

4. **Payment.** **HOSPITAL** agrees to pay said sum upon arrival and before entering the pool.

5. **Amendment.** No amendments to this agreement are valid unless in writing and signed by both parties.

6. **Condition of Pool.** **CITY** agrees to maintain the pool in a safe and usable condition. It is agreed between the parties that in the event the pool should become unsafe, inaccessible, unusable, or inoperable, through no fault of **CITY**, **CITY** will not be in breach. This agreement is divisible, and consideration will be pro-rated in the event the pool should become unusable for any reason. Area to be used at any given time shall be at the discretion of **CITY** staff, depending on the needs of the pool facility, to include size of area, location of area and exclusivity of use of area.

7. **Indemnity.** **HOSPITAL** agrees to indemnify and hold **CITY** harmless from any and all liabilities, claims, demands, actions or causes of action in any way arising of **HOSPITAL'S** use of the pool and its accompanying facilities.

8. **Insurance.** **HOSPITAL** agrees to list **CITY** as an additional insured party with **HOSPITAL'S** insurance carrier. **HOSPITAL** also agrees to provide **CITY** with a certificate of said insurance showing **CITY** as additional insured. This certificate shall be provided to **CITY** before **HOSPITAL'S** use shall commence.

9. Supervision. **HOSPITAL** releases **CITY** from any supervisory obligation and agrees to be completely responsible for the safety and health of all persons using the pool facilities under this agreement during the term set forth above. **HOSPITAL** agrees to be fully responsible for all damages, destruction or any other loss resulting to **CITY** as a result of the use of the pool facilities by **HOSPITAL**.

10. Additional Compensation. **HOSPITAL** agrees to compensate **CITY** at a rate of Twenty-five and No/100ths Dollars (\$25.00) per staff hour for any additional services requested in writing by **HOSPITAL** in connection with the use of the pool facilities.

11. Assignment. The terms, conditions, and covenants contained in this agreement and any amendments hereto shall bind and inure to the benefit of **CITY** and **HOSPITAL** and their respective successors, heirs, legal representatives and assigns. No assignment of this agreement is valid unless in writing and signed by both parties.

12. Choice of Law. This agreement shall be governed by and construed under the laws of the State of South Dakota.

13. Severability. In the event that any provisions of this agreement shall be held invalid or unenforceable, no other provisions of this lease shall be affected by such holding, and all of the remaining provisions of this lease shall continue in full force and effect pursuant to the terms herein.

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

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

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

LEAD-DEADWOOD REGIONAL HOSPITAL

By: _____



DEADWOOD PUBLIC LIBRARY
435 Williams Street
Deadwood SD 57732-1113
Phone (605) 578-2821

9-19-16 6H

September 15, 2016

Please add to the agenda permission for Jeanette Moodie to attend The 2016 South Dakota Library Association Conference, September 28 – October 1, 2016 in Watertown South Dakota.

Conference cost: \$260.00

Motel: \$218.55

Travel expenses: to be determined

Thank you
Jeanette Moodie

Conference 2016

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SDLA Conference 2016

"Libraries...Rooted in our Communities"

Watertown Event Center September 28-30, 2016

Thank you to our 2016 sponsors!



Minitex

Ex Libris

Registration is open now through 9/16/2016.

Rooms are still available at the **Watertown Best Western Ramkota Hotel** at a rate of \$89.99 + tax. Please call the hotel directly at 605-886-8011 and specify the **SDLA Conference** to secure this rate.

Registration Costs:

- Preconference ½ day \$ 25
- Full conference - member \$205/non-member \$260
- Thursday only registration - member \$130/non-member \$165
- Friday only registration - member \$85/ non-member \$ 105

[Click here for the Conference Schedule.](#)

Presenters

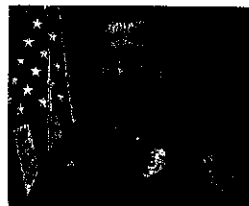
J. Jeff Kober

Keynote: Things I Wish I Could Tell My Librarian

Breakout session: Understanding the Compass of Your Library Patron

Mike Burgeson

Pre-conference Workshop: A.L.I.C.E. training



Michael Burgeson is the Patrol and Training Lieutenant for the Yankton Police Department and has been serving in law enforcement for over 22 years. Michael has served as a DARE Officer, Marksman/Observer on the Special Response Team, Crash Reconstructionist, Forensic Mapping Specialist, Clandestine Lab Team member, and NTOA Certified Negotiator.



Aside from being a law enforcement officer, Michael has been in the SDNG for 29 years and holds the rank of Command Sergeant Major for the 196th Maneuver Enhancement Brigade. Mike is currently stationed in Sioux Falls, SD. His primary duty is to ensure the 1800 soldiers of the brigade are trained and prepared to conduct their state and federal missions.

Michael Burgeson was born and raised in Onida, South Dakota. He obtained his Bachelor of Science from South Dakota State University and his Masters of Science from Black Hills State University. Michael is married to Stephanie and has two highly active children. In his off time, he spends most of his time coaching baseball, hockey, and football.

Megan Egbert

Pre-conference Workshop: Creating Makers

Breakout session: Making Readers



Megan Egbert is the Programs Manager for the Meridian Library District (ID). She earned her Masters in Library Science from the University of North Texas and her Bachelors in Sociology from Boise State University. Her interests include STEAM education, digital badges, and makerspaces. She has an upcoming book (July 2016) called "Creating Makers: How to Start a Learning Revolution at Your Library."

For nearly thirty years Jeff has been in the trench, providing training and development solutions for the private, public and non-profit sectors. Such activities have been as diverse as providing leadership development for corporate executives at GE to removing red tape with the federal government, to helping improve customer service at zoos across America. Many of these consultant opportunities were associated with The Disney Institute, a best practices institution based on the America's first corporate university. Today he is President of Performance Journeys as well as CEO of World Class Benchmarking.

Jeff has authored several books such as and Lead With Your Customer: Transform Brand and Culture Into World-Class Results. He also continues to be the leading authority on Disney best practices with books like The Wonderful World of Customer Service at Disney, and Disney's Hollywood Studios: From Show Biz to Your Biz.

Originally from Phoenix, Arizona, he now currently resides in Orlando, Florida along with his wife and family.

William Ottens

Keynote: Librarian Problems: We're All In This Together

Breakout session: Social Media for Small Libraries



William Ottens is the creator of the popular Librarian Problems Tumblr. Described by Library Journal's Tumblr-in-Chief, Molly McArdle, as the GIF-king of all librarian tumblrs, William's blog pairs common librarian situations, frustrations and stereotypes with animated reaction GIFs in a lighthearted, tongue in cheek manner. William earned his MLS from the School of Library and Information Management at Emporia State University in 2010 and has experience as a reference librarian and library director. He's now Cataloging & Collection Development Coordinator at the Lawrence Public Library in Lawrence, Kansas.

Eric Stroshane

Keynote: Rooting Data Privacy in Libraries

Breakout session: Tools for Teaching Privacy Practices to Patrons

April Henry

Breakout session: What doesn't kill you...



New York Times bestselling author April Henry knows how to kill you in two dozen different ways. She makes up for a peaceful childhood in an intact home by killing off fictional characters. There was one detour on her path to destruction: when she was 12 she sent a short story about a six-foot tall frog who loved peanut butter to noted children's author Roald Dahl. He liked it so much he arranged to have it published in an international children's magazine. By the time she was in her 30s, Henry had started writing about hit men and kidnappers. She has since published 20 mysteries and thrillers for teens and adults, including 2016's *The Girl I Used to Be*, with more to come. Her books have been short-listed for the Agatha Award, the Anthony Award and the Oregon Book Award (winning once), and chosen twice for Booksense by the independent booksellers of America. Henry lives in Portland, Oregon, with her family, and she loves kung fu, Brazilian jujitsu and all things salty.

Katy Webb



Eric Stroshane has been employed by the North Dakota State Library since 2004 and is now their Library Development Manager. He is the current President of the Mountain Plains Library Association, a member of the American Library Association's Subcommittee on Privacy, and was the project director of ILEAD North Dakota 2015. He has presented sessions at LibTech, MPLA, and NDLA conferences; served as a facilitator at the 2015 Research Institute for Public Libraries; and was the Featured Speaker for ALA's 2014 Choose Privacy Week. He holds an MLS from Indiana University Bloomington, an MA in English from SUNY Buffalo, and a BA in English from the Pennsylvania State University.

Breakout session: Self-Publishing: fad or growing trend?

Katy Webb has always been a writer, but realized her dream of becoming an author in 2014. Her debut series *The New Era Saga* is published under the name KT Webb and includes three books, *The Evolved* (2014), *Growing Hope* (2015) and *Choosing Eternity* (2016). By self-publishing, Katy has found a vibrant and growing culture of authors who want to help each other succeed; she fondly refers to this awesome crew as her 'tribe'.

Katy lives and works in Watertown, SD. She and her husband have two wonderful children. In addition to her writing career, Katy works full time as the Communications and Marketing Coordinator for a local technology company. When she isn't writing she can be found reading, dabbling in photography, and playing with graphic design techniques.

Exhibitor Information

[Online Registration](#)

[Printable PDF forms](#)

[Exhibitor Conference Invitation](#)

[Exhibitor Conference Registration](#)

[Exhibitor FAQ](#)

[Sponsorship Chart](#)

2016 Conference schedule

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Wednesday, September 28

1:00 p.m.—3:50 p.m. **PRECONFERENCE**

A.L.I.C.E. Training with Michael Burgeson Patrol and Training Lieutenant for the Yankton Police Dept.

ALICE (Alert, Lockdown, Inform, Counter, Evacuate) training prepares individuals to handle the threat of an Active Shooter. ALICE teaches individuals to participate in their own survival, while leading others to safety. Though no one can guarantee success in this type of situation, this new set of skills will greatly increase the odds of survival.

Creating Makers with Megan Egbert Programs Manager for the Meridian Library District, ID and SWMMmer

This pre-conference session will focus on hands-on learning utilizing constructionism as a background to instruct attendees on how to facilitate successful making in the library. Session will include experiencing maker technologies and evaluation ideas for making and will focus on why making matters and why libraries should get on board.

Getting to the Root of the Reference Question with Brenda Hemmelman and Jane Healy South Dakota State Library

Librarians are supposed to be able to find the answer to any question! How do we find out what the patron really wants? Where are the best places to go for answers? We will give you some tips, including State Library e-resources and state documents. Bring along an internet-capable device and be ready to practice what you learn.

2:00 p.m.—3:50 p.m. **PRECONFERENCE**

Library Linked Data for the Uninitiated with Lizzy Baus Minitex

What is this "Linked Data" thing? What does it mean for my library? What's the benefit for me and my data? What does this have to do with BIBFRAME? If you have ever asked yourself these or similar questions, this is the workshop for you.

4:00 p.m.—5:00 p.m. **State of the State Library Address** with Daria Bossman State Librarian

5:00 p.m.—6:30 p.m. **Exhibits Reception** with this year's SDLA Conference Vendors

6:00 p.m.—7:00 p.m. **SDLA Executive Board Meeting** everyone welcome to attend

6:00 p.m.—7:00 p.m. **YARP meeting**

6:30 p.m.— **Downtown Watertown Art Walk and Dinner**

Take some time to enjoy our host city, Watertown. Eleven sculptures are on display to create *Watertown Artwalk*. They start in front of the Watertown Area Community Foundation and continue for three blocks to the Medical Arts Building downtown. An 11th sculpture is on display at the Redlin Art Center (where the SDLA Dessert Reception will be held). Dinner is on your own — a great opportunity to meet new people!

Thursday, September 29

7:15 a.m.—8:10 a.m. **Breakfast**

New Members Breakfast with SDLA board and representatives

8:15 a.m.—9:30 **Keynote -Things I Wish I Could Tell My Librarian** with Jeff Kober author, columnist, speaker, facilitator and coach

In a tailored keynote for our conference, J. Jeff Kober shares *Things I Wish I Could Tell My Librarian*. This event provides big picture insights that can truly impact the experience of your library patrons. Jeff offers a personalized view of how librarians really make a difference when it comes to shaping the lives of others.

9:40 a.m.—10:30

Understanding the Compass of Your Library Patron with Jeff Kober author, columnist, speaker, facilitator and coach

Have you checked out the people who check out your books? In this fast-paced 50 minute break out session, J. Jeff Kober provides new bearings for re-thinking those who hold a library card. You'll learn ideas that will truly give new insights on how you deal with those visiting the walls of your library. Join us for *Understanding the Compass of Your Library Patron*.

What Doesn't Kill You: A Writer's (Sometimes Crazy) Commitment to Getting it Right with April Henry young adult author

April Henry is the New York Times-bestselling author of 20 mysteries and thrillers for teens and adults. April's writing career got its start when she sent Roald Dahl, the author of *Charlie and the Chocolate Factory*, a story about a six-foot tall frog who loved peanut butter. He liked it so much he showed it to his editor, who asked if she could publish it in an international children's magazine. Her books for teens include *Girl Stolen*, which has won numerous awards including the 2012-2013 YARP Teen Choice Book Award for middle school. April is known for her emphasis on accuracy and research. This informal presentation will talk about some of the research she has done for her books including being fake kidnapped and learning unlock handcuffs with bobby pins.

What's New for Your Community in E-Resources with Jane Healy South Dakota State Library

Attend this session to learn the latest enhancements, updates, and changes in State Library-provided subscription e-resources and see how the e-resources make your library a stronger community partner.

Deep Roots and New Growth: Minitex Cataloging Update with Lizzy Baus and Jolie Graybill

Minitex Digital Initiatives & Metadata Education staff talk about the latest trends and emerging standards in cataloging and resource description. Includes RDA, BIBFRAME (Bibliographic Framework Initiative) development, and OCLC cataloging updates.

Winning Over Decision Makers with Elizabeth Fox (ALA Rep) and Eric Erickson (SDLA Lobbyist)

Find techniques for transforming decision makers into library advocates. Learn from our newly hired SDLA lobbyist how to work with local and state

legislators, council/commission members, alder people, etc. as you work to meet your community's needs. Also get tips from the American Library Association's campaign "Libraries Transform" to work with local and state legislators.

10:30 a.m.—11:15 a.m. **Exhibits break**

11:15 a.m.—12:05 p.m.

Understanding the Compass of Your Library Patron with Jeff Kober (repeat session)

Using Standards to Share the Value of Your School Library Program with Mavis Schipman Director of Library Services for the Douglas School District, Box Elder

We all know the value of our own school library programs, but how do we convince others? This presentation will show how library staff in the Douglas School District are using PLC Pacing Guides, Google Docs, email, and school board presentations to promote their K-12 library programs.

Making Readers with Megan Egbert Programs Manager for the Meridian Library District, ID and SWMMer

We have all heard how making and makerspaces can encourage STEM learning, but what can they do for literacy? This session will address ways that literacy and making can go hand in hand to enhance your programs offered at the library. By focusing on transliteracy skills, and including maker activities with literacy activities, librarians can better influence the traditional literacy skills they have always targeted.

DIY Community Digitization for Any Budget with Jessica English and Michele Christian South Dakota State University H.M. Briggs Library

South Dakota State University Archives staff will share practical, replicable methods for developing community digitization events, and introduce free software available for providing access to crowdsourced digital collections. They will provide examples of community digitization initiatives including "Preserving Historic Hobo Day" at SDSU, and program participants will have the opportunity to brainstorm with colleagues while gaining hands-on experience with affordable digitization equipment and software for developing crowdsourced, digital community collections in libraries, archives and museums of all budgets.

Find the Money; Get the Grant with Brenda Hemmelman & Kathleen Slocum SD State Library

Get the details on how to write a grant proposal, including gathering data, organizing, writing, packaging, and submitting. Then, see a demonstration on how to find grant funders using the Foundation Directory Online database. Learn some tips on what makes a grant proposal stand out to funders.

12:05p.m.—1:15 a.m. Lunch with Library topics round tables

1:15 p.m.—2:15 a.m. **KEYNOTE -Librarian Problems: We're All in this Together** with William Ottens Librarian and blogger

Librarians play an important and admirable role in the services libraries provide for our communities, but it's not without frustration. William Ottens, creator of the popular Librarian Problems tumblr, will share the joys and frustrations of librarianship through personal and shared experiences. Having connected with librarians from all over the U.S. and the world through tumblr and other social media platforms, William can promise you: you're not alone.

2:25 p.m.—3:15 p.m.

MPLA Leadership Institute Panel Discussion with Eric Stroshane (MPLA President) and institute participants Maria Gruener, Mary Grace Johnson, Kathy Webber, & Ana Olivier

What is MPLA Leadership Institute and why should I attend? Join a panel of this year's attendees and Mountain Plains Library Association President Eric Stroshane to learn about this outstanding opportunity to become a library leader and visionary.

Transforming the School Library into a Learning Commons with Alissa Adams South Dakota State Library

Today's students need a flexible learning environment that meets their 24/7 needs for resources, research, innovation and inquiry. Is this this happening in your school library? Can your students explore, experiment, create and collaborate? Take a look at ten steps you can take to transform the old school library concept into a learning commons for all ages.

Improving your Library Through Focus Groups with Elizabeth Fox, Jessica English and Jeanne Davidson South Dakota State University H.M. Briggs Library

Focus groups are a research tool utilizing small group discussions to address topics of interest to a library. With relatively little work, focus groups can provide a lot of information about areas that are working well and areas that need improvement. The presenters will discuss some of the theory and best practices for using focus groups and will use examples from focus groups held at SDSU's Briggs Library by way of illustration.

SD State Retirement with Alan Freng SDRS Retirement Planner

This presentation will provide you with a sound understanding of the retirement programs that are available to you, the importance of retirement planning, and how these plans work together. Whether you are new to SDRS, early in your career, or in mid or late career, you are encouraged to attend this informative presentation regarding your future benefits and savings options

Prairie Bud/ Prairie Pasque with Children's Book Award Committee

Hear about the nominees for the Prairie Pasque and Prairie Bud awards.

3:25 p.m.—4:15 p.m.

Social Media for Small Libraries with William Ottens Librarian and blogger

Sometimes it's hard to see the worth of using social media for your small library. For those who are new to social media or those lacking creative confidence, this session will provide tips, tools and habits that can help make Facebook, Twitter and other social media platforms worth your time. William Ottens, who has years of experience managing social media sites for both small and large libraries, will take you beyond posting about your events and new books. Learn how fit updates into your already busy schedule and engage your community with thoughtful, timely posts.

OverDrive Panel Discussion

All current South Dakota Titles To Go..., OverDrive, members and other interested libraries are invited to come with questions and/or concerns about the consortium.

ESSA & School Libraries with Kimberly Darata and Ann Smith Douglas School District, SF School District

ESSA - the Every Student Succeeds Act - was passed in December, 2015. Reauthorizing the Elementary and Secondary Education Act, ESSA replaces NCLB and contains unprecedented language acknowledging the role effective school libraries play in improving student achievement. What exactly does ESSA say about school libraries and what can we do to leverage this legislation to strengthen school libraries in South Dakota?

Mobile Technology for Reference and Instruction with Lynn Klundt and Kristin Echtenkamp Northern State University Beulah Williams Library

Using mobile technology for reference and instruction can increase student engagement. By using familiar technology librarians are able to meet students at their point-of-need. This program will include a background on the use of mobile technology in the library, a list of useful applications, and how create training for staff.

Marketing without Money with Laurinda Tapper Rapid City Public Library

So many libraries do not have the funds to invest in marketing. This session will share tips and resources for free library marketing including effective techniques for social media

4:25 p.m.—5:15 p.m. Section Meetings

5:30 p.m. —6:15 p.m. Poster Sessions

6:15 p.m. —7:45 p.m. Awards Banquet

8:00 — Dessert Reception at the Terry Redlin Art center

Friday, September 30

7:30 a.m.—8:45 a.m. Breakfast and General Business Meeting

8:45 a.m.—9:45 Keynote- Rooting Data Privacy in Libraries with Eric Stroshane MPLA President

Data privacy looms large over a panoply of today's policies, polls, controversies, legislation, and corporate compacts. Unfortunately, the stories and conversations which emerge around it are often marred by alienating jargon, intimidating technical complexities, contradictory claims, and hyperbolic brinksmanship. Today, we're going to take a step back and examine what we're really talking about when we talk about encryption. We'll gain a richer understanding of the interplay between privacy and security while exploring the history of intellectual freedom and of the Internet. Additionally, we'll examine the tools and operational guidance that are easily within reach for us and for the partners and vendors we rely upon. In so doing, we'll discover the roles librarians can play at the tangled intersections of paranoia and possibility.

9:50 a.m. - 10:35 a.m.

South Dakota Share-It and Interlibrary Loan Procedures through the South Dakota State Library with Brenda Hemmelman and Nina Mentzel

Learn about South Dakota Share-It, the new discovery layer and interlibrary loan interface from Auto-Graphics. In one search, you will be able to simultaneously search up to 100 SD library catalogs and all e-resources licensed by the South Dakota State Library (full-text included). This should allow greater and easier access to current full-text reference and magazine resources. Interlibrary loan functionality in Share-It will allow participating libraries to manage their own requests. Get answers to frequently asked questions on interlibrary procedures through the South Dakota State Library.

Deepen Your Roots with AASL's Best Websites for Teaching and Learning with Mary G. Johnson

As a member of the American Association of School Libraries Best Websites for Teaching and Learning committee, I will share AASL's top 25 free websites that provide "enhanced learning and curriculum development" for use in the library or classroom. These sites encompass six categories, including Media Sharing, Digital Storytelling, Managing and Organizing, Social Networking and Communication, Curriculum Collaboration, and Content Resources. Now in its eighth year, with 200 recognized sites, the list is considered the "best of the best" by AASL.

Trustees Parts & Services with Elvita Landau and Mike Mullin

Got a rattle? Bring it in for service! Join in an engaging discussion about: what's important to you as a trustee? What are your issues? What would you like to accomplish as a representative of the library to your community? Join two long-time library shade-tree mechanics (aka directors) in tuning up your skills as a trustee and working together as a team with fellow trustees, library staff and the community to 'tune-up' the benefits of the library to your community.

What the Recent E-Rate Changes Mean for Your Library with Carrie Johnson

Learn about the recent overhaul of the federal E-Rate program and the new opportunities and challenges it creates for libraries. The reforms represent a historic funding boost and gives libraries new tools to strengthen Wi-Fi connections. This presentation will focus on the new reforms and the E-Rate application process. Carrie Johnson spent six years working on telecom and education policy in the U.S. Senate. Carrie works as the Manager of Government and External Relations for SDN Communications. She received her MBA from Johns Hopkins University.

10:40 a.m. - 11:25 a.m.

Self-Publishing: fad or growing trend? with Katy Webb

When we hear that someone has self-published, we often pass judgment before we intend to. Traditional publishing opens many doors and provides a ton of resources to authors; but it is often a daunting and stressful road to travel for new writers. It is very unusual for a self-published or independently published book to reach the bestseller list, but it has happened. Most "indie authors" are content to write and share their stories with readers!

A common misconception is that self-published means unpolished. This is not always the case. In addition to independent authors, there are experienced and qualified independent editors, independent cover designers, independent formatters and much more. In this session, we will examine the world of self-publishing and take a look at why the underdogs of the book world are making waves.

21st Century Library School Library Award Panel Discussion

The South Dakota State Library formally and annually recognizes schools with libraries that meet the characteristics of a 21st Century school library through its program, place, and professional. A panel discussion of award winners will address opportunities and challenges as well as best practices in school libraries today.

Growing a Seed Library with Susie Lippert and Kathy Wibbels

This presentation follows the process of how the dream of a seed library became a reality. Learn how the Yankton Community Library partnered with community organizations and entities to turn an idea into a community project housed within the walls of the library. Follow us through the steps of dreaming, partnering, and funding the Yankton Seed Library.

South Dakota Community Foundation Partnerships

Learn about funding opportunities through the SDCF grant programs while discussing the possibilities that exist through endowment funds and the transfer of wealth in South Dakota.

11:30 a.m. – 12:15 p.m.

Tools for Teaching Privacy Practices to Patrons with Eric Strohane

The issues surrounding data privacy are nuanced and evolving. What can't be denied, however, is that understanding the valences of data privacy is an increasingly crucial part of digital literacy. Teaching patrons to recognize what's at stake in the data choices they make and how to recognize when information is beyond their control helps them take ownership of their online identities and intelligently take part in this global conversation. Doing so can admittedly be as technologically intimidating as it is valuable, so it is a challenging topic to approach. Let's break it down and make it manageable!

Finding Hugh Glass with Jim McLaird

This session will focus on how McLaird's book emerged, beginning with how little about Glass can be verified and how the story of his mauling, survival, and forgiveness emerged, causing the story to be featured in poetry, fiction, school books, film, and other aspects of popular culture. The author will discuss his research and the emergence of the legend and what it came to mean to people as well as what he learned about the historical figure, Hugh Glass, and the grizzlies that occupied the Great Plains.

YARP Middle School Panel

Northern Plains Peoples & Places (.np3), A Digital Archive Collaboration with Wyeth Lynch and Deb Hagemeyer

The Center for Western Studies and Mikkelsen Library have formed a collaboration to create a digital archive and scholarly repository for historical and research materials related to the Northern Plains. The program will introduce the newly launched website and discuss this collaborative effort that uses ContentDM and other software platforms.

12:20 p.m. – 1:05 p.m.

Digging Deeper into South Dakota History with Brenda Hemmelman (SDSL) and Kim Smith (SD State Archives)

Do you get reference questions wanting info on Great Grandpa George, who was a state legislator in 1904? What were the hot issues in South Dakota in 1901? Can I find historical information in SD newspapers? Is this all online? YES! The SD State Library and SD State Archives are digitizing many items. Find out what is now available for libraries, researchers, and citizens of SD and beyond.

Data Detective: South Dakota by the Numbers with Callie Tysdal and Eric John Abrahamson

Is finding reliable, up-to-date, and easy-to-use data for your patrons a daunting task? Let the South Dakota Dashboard help turn you into a data detective. Learn how to navigate over 300 South Dakota online data sets on topics from population statistics to health and the economy data. Discover how easy it is to explore and use data in South Dakota.

YARP High School Panel

FYS: Finding Your Spirit in First Year Seminar with Lisa Brunick

This session will share the journey of designing and implementing the information literacy component for the pilot of Augustana University's First Year Seminar. Participants will be encouraged to share their experiences with First Year Seminar/Experience programs.

1:05 p.m. - 2:00 p.m.

LUNCH with KEYNOTE speaker Jim McLaird (Book signing to follow)

Jim McLaird's presentation will deal with the historical Hugh Glass, his encounter with the bear, how the story became popularized, and the controversial version of events portrayed in the recent movie which has once again brought Glass to national attention.

NOTICE OF HEARING
RESOLUTION OF INTENT TO
LEASE PROPERTY

WHEREAS, the City of Deadwood intends to adopt a Resolution to lease real property described at 501 Main Street, Deadwood, South Dakota for the purpose of operation of the Welcome Center facilities at the above-described location; now therefore

BE IT RESOLVED by the City of Deadwood that the City hereby declares its intent to lease real property for the purpose of operating the Welcome Center at 501 Main Street, Deadwood, South Dakota, for the mutually agreed upon conditions of the Agreement Between The City of Deadwood and Deadwood Chamber of Commerce and Visitors Bureau for the period beginning January 1, 2017 and ending December 31, 2020; and

BE IT FURTHER RESOLVED that a hearing shall be held before the Deadwood City Commission on Monday, the 19th day of September, 2016 at 5:00 p.m. or soon thereafter as the matter may be heard at the City Commission Chambers located at 102 Sherman Street, in the City of Deadwood, to consider the lease of real property.

The city finance officer shall give public notice of this hearing at least ten (10) days prior to the public hearing.



Mary Jo Nelson, City Finance Officer

Publish BH Pioneer: Thursday September 8

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

DRAFT

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:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CHAMBER shall utilize the Lower Main Welcome Center as described below,
3. The term of this lease shall be for a term of three (3) years commencing on the 1st day of January, 2017, and ending on the 31st 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;
8. 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;
9. 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;
10. 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;
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;
13. 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.

CITY OF DEADWOOD

By: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2016.

DEADWOOD CHAMBER OF COMMERCE AND
VISITORS BUREAU

By: _____

Its: President

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2016, before me, the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

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



10A
DEADWOOD CITY HALL
102 Sherman Street
Telephone (605) 578-2600

9-12-16

MEMORANDUM

Date: September 13, 2016
To: Deadwood City Commission
From: Chuck Turbiville, Mayor
Re: Event Complex Ticket Surcharge

On the morning of September 13th a meeting of event stakeholders, city representatives, and the Chamber was held at the Deadwood Chamber of Commerce at which time there was a lengthy discussion about the proposed surcharge to be added to tickets for events held at the Deadwood Event Complex.

After presenting the reasoning behind the proposed surcharge which includes city staff time invested into the events, maintenance to the facility, and upgrades expected to the facility, questions arose as how to determine which events pay and which do not pay. Other discussion items related to impacts the events have on the economy in a positive way such as sales tax and occupancy. In addition events were identified that are very unique to the complex such as High School Football, Baseball Games, and Softball Tournaments which all require admission and would possibly also require a surcharge to tickets.

The concept of a surcharge on tickets may be the right direction to go in regards to generating revenue for the Event Complex, However at this point in time there are too many questions in regards to the current events as well as future events and uncertainty as how to be accountable for the variety of ticketing methods and events.

It is my recommendations to record all city investment into events held at the event complex over the course of the next year and evaluate all expenses the facility has not only day to day but in the future. These hard figures can aid in determining the necessary revenues to maintain the facility as well as operate the facility moving forward.

All operations of the facility including the shared space with DHI must be considered prior to implementing a surcharge to ticketed events. The proposal for a surcharge on tickets must have an appropriate plan in place prior to implementation which in my opinion requires additional time.

9-19-16
10B

CITY OF DEADWOOD ORDINANCE NUMBER 1246

AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2017 AND ENDING DECEMBER 31, 2017 AND LEVYING PROPERTY TAX FOR 2016

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, SOUTH DAKOTA

Section 1. That the following sums of money are appropriated and taxes levied upon all taxable property within the City of Deadwood for the purposes of providing funds to meet all lawful expenses and liabilities for the fiscal year ending December 31, 2016

| | General Fund | Library Fund | Bed and Boze | Bus Imp Dist | Bus Imp Dist 7 | Hist. Pres. Fund | Revolving Loan Fund | Visitor's Center | Debt S. Lodge-Dwd | Debt S. Optima LLC | Debt Serv. Dwd Stage | Water Fund | Sewer Fund | Mt. Moriah | Parking & Transport. | Broadv. Parking | TOTAL |
|---|--------------|--------------|--------------|--------------|----------------|------------------|---------------------|------------------|-------------------|--------------------|----------------------|------------|------------|------------|----------------------|-----------------|------------|
| 410 GENERAL GOVT | 101 | 206 | 209 | 213 | 214 | 215 | 216 | 564 | 561 | 721 | 726 | 802 | 803 | 807 | 610 | 611 | |
| 411 Legislative | 329,295 | | | | | | | | | | | | | | | | 329,295 |
| 413 Elections | 1,300 | | | | | | | | | | | | | | | | 1,300 |
| 414 Attorney | 50,000 | | | | | | | | | | | | | | | | 50,000 |
| 414.2 Finance | 333,539 | | | | | | | | | | | | | | | | 333,539 |
| 419.2 Public Buildings | 812,912 | | | | | | | 1,000,000 | | | | | | | | | 1,812,912 |
| 419.3 Data Processing | 40,000 | | | | | | | | | | | | | | | | 40,000 |
| 420 PUBLIC SAFETY | | | | | | | | | | | | | | | | | |
| 421.0 Police | 1,129,725 | | | | | | | | | | | | | | | | 1,129,725 |
| 422.1 Fire | 383,870 | | | | | | | | | | | | | | | | 383,870 |
| 423.2 Bldg Inspection/Planning | 80,097 | | | | | | | | | | | | | | | | 80,097 |
| 430 PUBLIC WORKS | | | | | | | | | | | | | | | | | |
| 431.0 Streets | 1,046,894 | | | | | | | | | | | | | | | | 1,046,894 |
| 432.0 Waste Disp. | 93,000 | | | | | | | | | | | | | | | | 93,000 |
| 433.0 Water | | | | | | | | | | | | | | | | | |
| 436.0 Parking/Transportation | | | | | | | | | | | | 794,107 | 15,000 | | | | 799,107 |
| 437.0 Cemetery | 11,500 | | | | | | | | | | | | | 66,421 | 868,520 | 296,824 | 1,165,344 |
| 451.0 Recreation Center | | | | | | | | | | | | | | | | | 77,921 |
| 441.2 Animal Control | 7,000 | | | | | | | | | | | | | | | | 7,000 |
| 460 CULTURE/RECREATION | | | | | | | | | | | | | | | | | |
| 462.0 Parks | 604,595 | | | | | | | | | | | | | | | | 604,595 |
| 465.0 Library | | 151,561 | | | | | | | | | | | | | | | 151,561 |
| 457.1 Historic Pres.-Dept | | | | | | | | | | | | | | | | | |
| 457.2 Historic Pres.-Visitor Mgmt | | | | | | | | | | | | | | | | | 390,136 |
| 457.3 Historic Pres.-Interpretation | | | | | | | | | | | | | | | | | 709,086 |
| 457.5 Historic Pres.-Grant/Lean Funds | | | | | | | | | | | | | | | | | 592,500 |
| 457.6 Historic Pres.-Profess. Services | | | | | | | | | | | | | | | | | 683,000 |
| 457.7 Historic Pres.-Buildings | | | | | | | | | | | | | | | | | 155,500 |
| 460 DEVELOPMENT | | | | | | | | | | | | | | | | | 1,655,000 |
| 463.0 Business Improvment. Dist. | | | | | | | | | | | | | | | | | |
| 464.0 Planning/Zoning | | | | | | | | | | | | | | | | | 1,164,133 |
| 465.1 Dwd Improvment | 107,143 | | | | | | | | | | | | | | | | 107,143 |
| 465.3 City Promotion | | | | | | | | | | | | | | | | | 887,000 |
| 470 DEBT REDUCTION | | | | | | | | | | | | | | | | | 303,245 |
| Debt Reduction | 327,800 | | | | | | | | | | | | | | | | 327,800 |
| Budgeted for Operation and Debt Service | 5,386,779 | 151,561 | 630,000 | 599,133 | 565,000 | 2,685,608 | 867,000 | 1,000,000 | 442,260 | 135,236 | 77,944 | 794,107 | 15,000 | 86,421 | 868,520 | 296,824 | 3,698,838 |
| 610 FINANCING USES | | | | | | 6,849,830 | | | | | | | | | | | 18,707,596 |
| Operating Transfer Out | 566,510 | | | | | 2,075,170 | | | | | | | | | | | 2,641,680 |
| | 5,916,280 | 151,561 | 680,000 | 599,133 | 565,000 | 8,925,000 | 867,000 | 1,000,000 | 442,260 | 135,236 | 77,944 | 794,107 | 15,000 | 86,421 | 868,520 | 296,824 | 21,399,276 |

[illegible][illegible]

9-19-16

10C

MEMO
PARKING GARAGE LED UPGRADE

It is my recommendation that we move forward with the led upgrade ASAP. The total cost for materials to upgrade the 150 fixtures in the garage is 27000.00. We will receive an incentive from Black Hills Power in the amount of 11250.00. The savings of 1150.00 per month in the power bill will pay the balance of 15750.00 in 13 months. Cost of waiting is 1150.00 per month. Also we are well past the life expectancy of the high pressure sodium ballast lights that are in the garage and we have seen a significant increase in maintenance. I have been working on this project for 18 months and the incentive is at its peak. The cost of led products has finally become economical enough and this is the first of many upgrades that we need to take advantage of.

Tom Kruzel
Public buildings maintenance supervisor



Enter data in the light blue cells.

Prepared By: Don Martinez/BHP

Customer & Location: Parking Garage/Deadwood, SD

Energy Rate (\$ per kWh)

\$ 0.11

[illegible]

9-19-16 108

Permission to replace Cummins after treatment device
on Trolley #155 from Eddies Truck Service at a cost not to
exceed \$8,500

Robert Nelson SR

Transportation Director

Deadwood SD 57732

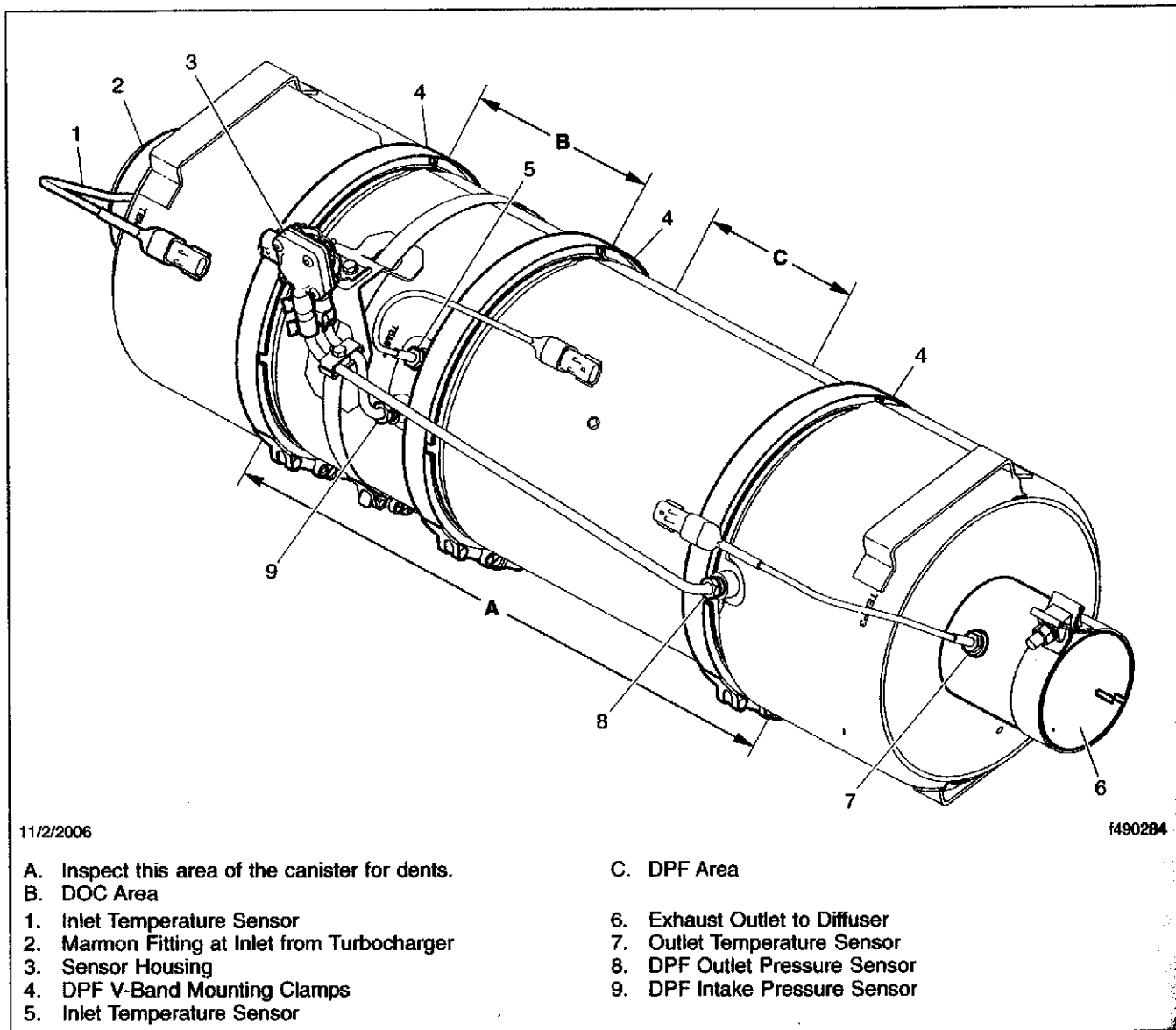


Fig. 3, Cummins Aftertreatment Device

- nuts to the required torque. If leakage persists, install a new exhaust seal clamp. Do not reuse seal clamps. Once a seal clamp is loosened or removed, it must be replaced.
3. If present, check the condition of the insulation material around the exhaust pipe between the turbocharger and the ATD.
 4. Check the ATD mounting bands for tightness. Tighten 30 lbf-ft (41 N-m) if needed. Do not over tighten.
 5. Check for leaks around the clamps that attach the ATD in the ATS, and around the clamps that retain the DPF in the ATD. No leaks are allowed anywhere in the system.
 6. Check all sensors attached to the ATD for leaks or damaged wires. No leaks are allowed.



9-19-16

10E

Utility Service Co., Inc.

Water Tank Mixing System Maintenance Contract

Owner: City of Deadwood
Deadwood, South Dakota

Tank Size/Name: 500,000 G.S.T. - McGovern Tank 2

Location: 398 McGovern

Date Prepared: September 12, 2016



WATER TANK MIXING SYSTEM MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Deadwood, whose business address is 62 Dunlap, Deadwood, South Dakota 57732** (hereinafter referred to as "the Owner") and **Utility Service Co., Inc., whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309** (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to install and maintain a PAX mixing system in its **500,000** gallon water storage tank located at **398 McGovern, Deadwood, South Dakota 57732** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described mixing system for the water storage tank. Care and maintenance include the following:

A. Mixing System Installation and Service.

1. The Company shall install an active mixing system in the Tank.
2. The particular unit that will be installed in the Tank is a NSF Approved PAX PWM150/155 active mixing system along with its component parts. Owner will be required to provide 120 VAC, 15 Amp GFCI - Protected, 15 amp Circuit power supply at the tank with a disconnect switch, and will be required to supply a certified electrician to make the final connection between the PAX mixer and the power supply during installation. USG crews will run the connections to the controller. Owner is responsible for trenching, conduit and the electrical connections outside of the tank, unless otherwise specified by the agreement. Upon completion and electrical connection to the power supply by the Owner's electrician of the PAX installation, USG will power up the PAX Active Mixing system and complete an electrical system check / IAR on the PAX control center to verify proper operation.

3. The Company will inspect and service the active mixing system each year. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.

4. Every third year, or as determined necessary by the Company due to operational problems with the mixing system, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its' contents. After cleaning is completed, the interior will be disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.

5. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

2. **Contract Price/Annual Fees.** The tank shall receive a **mixing system installation, spot application of 1 quart or less of aquatapoxy and washout** prior to the end of Contract Year 1. The first **four (4)** annual fees shall be \$12,057.00 per Contract Year. The annual fee for Contract Year 5 shall be \$4,221.00 per Contract Year. Each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. **Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable on **January 1, 2017**. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the **first day of the Contract Year, of each Year thereafter**. Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **four (4)** annual fees, then the unpaid balance of the first **four (4)** annual fees shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. **Excluded Items:** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) disposal of any hazardous waste materials; (2) resolution of operational problems or structural damage due to cold weather; (3) negligent acts of Owner's employees, agents or contractors; (4) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (5) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank; or (6) any painting or repairs to the tank and tower, except for the initial paint touch up in contract Year 1.

7. **Termination.** The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. **Assignment.** The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

This Contract is executed and effective as of the date last signed by the parties below.

OWNER:

City of Deadwood

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: *D. Michael Buchanan*

Title: Deputy, Chief Financial Officer

Print Name: D. Michael Buchanan

Date: September 12, 2016

Witness: *Regina Arthur*

Seal:





9-19-16 10 E

Utility Service Co., Inc.

Water Tank Mixing System Maintenance Contract

Owner: City of Deadwood
Deadwood, South Dakota

Tank Size/Name: 400,000 G.S.T. - McGovern Tank

Location: 398 McGovern

Date Prepared: September 12, 2016



WATER TANK MIXING SYSTEM MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Deadwood**, whose business address is **62 Dunlap, Deadwood, South Dakota 57732** (hereinafter referred to as "the Owner") and **Utility Service Co., Inc.**, whose business address is **1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309** (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to install and maintain a PAX mixing system in its **400,000** gallon water storage tank located at **398 McGovern, Deadwood, South Dakota 57732** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described mixing system for the water storage tank. Care and maintenance include the following:

A. Mixing System Installation and Service.

1. The Company shall install an active mixing system in the Tank.
2. The particular unit that will be installed in the Tank is a NSF Approved PAX PWM150/155 active mixing system along with its component parts.

Owner will be required to provide 120 VAC, 15 Amp GFCI – Protected, 15 amp Circuit power supply at the tank with a disconnect switch, and will be required to supply a certified electrician to make the final connection between the PAX mixer and the power supply during installation. USG crews will run the connections to the controller. Owner is responsible for trenching, conduit and the electrical connections outside of the tank, unless otherwise specified by the agreement. Upon completion and electrical connection to the power supply by the Owner's electrician of the PAX installation, USG will power up the PAX Active Mixing system and complete an electrical system check / IAR on the PAX control center to verify proper operation.

3. The Company will inspect and service the active mixing system each year. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.

4. Every third year, or as determined necessary by the Company due to operational problems with the mixing system, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.

5. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

2. **Contract Price/Annual Fees.** The tank shall receive a **mixing system installation, spot application of 1 quart or less of aquatapoxy and washout** prior to the end of Contract Year 1. The first four (4) annual fees shall be \$12,057.00 per Contract Year. The annual fee for Contract Year 5 shall be \$4,221.00 per Contract Year. Each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. **Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable on January 1, 2017. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of the Contract Year, of each Year thereafter. Furthermore, if the Owner elects to terminate this Contract prior to remitting the first four (4) annual fees, then the unpaid balance of the first four (4) annual fees shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. **Excluded Items:** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) disposal of any hazardous waste materials; (2) resolution of operational problems or structural damage due to cold weather; (3) negligent acts of Owner's employees, agents or contractors; (4) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (5) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank; or (6) any painting or repairs to the tank and tower, except for the initial paint touch up in contract Year 1.

7. **Termination.** The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. **Assignment.** The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

9. **Indemnification.** THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. **Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. **Miscellaneous Items.** No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

This Contract is executed and effective as of the date last signed by the parties below.

OWNER:

City of Deadwood

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: *D. Michael Buchanan*

Title: Deputy, Chief Financial Officer

Print Name: D. Michael Buchanan

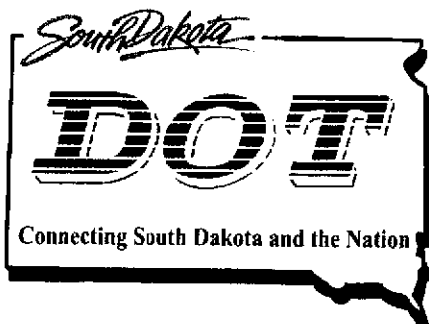
Date: September 12, 2016

Witness: *Regina Arthur*

Seal:



9-19-16 10F



Department of Transportation

Rapid City Area Office

2300 Eglin Street

P. O. Box 1970

Rapid City, SD 57709-1970

Phone: 605-394-2248

FAX: 605-394-1904

Web site: www.sddot.com and www.safetravelusa.com/sd



September 1, 2016

✓ Mr. Ron Green
City of Deadwood
67 Dunlop Avenue
Deadwood, South Dakota 57732

RE: NH-PH 0085 (20) 26 Lawrence County
PCN No.: 0555
Grading, Storm Sewer, Asphalt Surfacing,
Curb & Gutter, Lighting, & Signals
Hwy. 85 – From US385 To Cemetery Street In Deadwood.

Dear Sir:


Enclosed, herewith, find C.C.O. No. 07 for the above referenced project. Please sign and date the one (1) original and return to this office as soon as possible.

RETURN TO: Area Engineer's Office
Department of Transportation
P.O. Box 1970
Rapid City, South Dakota 57709-1970

Cordially,

DEPARTMENT OF TRANSPORTATION

Michael Carlson
Area Engineer


Harry Johnston
Engineer II

HJ:rk

Enclosures

cc: Files

South Dakota Department of Transportation

Construction Change Order No 7

PCN 0555

Project No NH-PH 0085(20)26 County Lawrence

Contract Amt \$12,327,483.06

Type of Work Grading, Storm Sewer, Asphalt Surfacing, Curb & Gutter, Lighting, and Signals

Contractor Oftedal Construction, Inc.

The following change in plans and/or specifications for the subject project is hereby made:

| | | | |
|------------------------------------|-----------|-------------|-----|
| Line No. 060 P Sand for Flush Seal | -73.200 @ | 39.000/ Ton | |
| Line No. 276 P Sand for Flush Seal | 74.800 @ | 51.100/ Ton | New |

The Contractor shall use washed sand meeting the requirements for Sand for Flush Seal. The sand shall be applied at a rate of ~8 lbs/sqyd the width of the road surface to prevent transfer of the oil from the road surface to vehicles.

| | | | |
|--|--------------|-----------------|-----|
| Line No. 150 P Breakaway Base Luminaire Pole with Arm, 45' Mounting Height | -11.000 @ | 2,140.000/ Each | |
| Line No. 156 P Roadway Luminaire, 400 Watt with Photoelectric Cell | -11.000 @ | 396.000/ Each | |
| Line No. 160 N 2' Diameter Footing, City | 107.000 @ | 305.000/ Ft | New |
| Line No. 162 N Type 2 Electrical Junction Box, City | 15.000 @ | 492.000/ Each | New |
| Line No. 164 P Surface Mounted Junction Box | -2.000 @ | 803.000/ Each | |
| Line No. 165 N Electrical Service Cabinet, City | 1.000 @ | 1,930.000/ Each | New |
| Line No. 177 N 2" Rigid Conduit, Schedule 40, City | 182.000 @ | 5.600/ Ft | New |
| Line No. 178 P 3" Rigid Conduit, Schedule 40 | -30.000 @ | 5.400/ Ft | |
| Line No. 180 N 2" Rigid Conduit, Schedule 80, City | 1,295.000 @ | 5.900/ Ft | New |
| Line No. 182 N 1/C #4 AWG Copper Wire, City | 10,530.000 @ | 1.600/ Ft | New |
| Line No. 183 P 1/C #6 AWG Copper Wire | -2,390.000 @ | 1.200/ Ft | |
| Line No. 185 N 1/C #14 AWG Copper Wire, City | 1,380.000 @ | .800/ Ft | New |
| Line No. 194 N 2/C #10 AWG Copper Pole and Bracket Cable, City | 260.000 @ | 2.200/ Ft | New |
| Line No. 300 N Decorative Luminaire Pole | 46.000 @ | 3,273.070/ Each | New |
| Line No. 301 N Decorative Luminaire, 100 Watt | 138.000 @ | 1,051.080/ Each | New |

The Contractor shall install 46 Decorative Light Poles with 138 Decorative Luminaires from Sta. 36+00 to Sta. 66+00 as designated in the attached revised section of the lighting plans dated 04/26/2016.

Quantities for the above items are estimated based upon the revised lighting plans. Final quantities for the additional decorative light poles and luminaires will be adjusted to reflect actual quantities installed on a subsequent CCO.

The City of Deadwood will reimburse the DOT for the additional cost of the decorative poles/wiring over the cost for the 45' luminaire poles/wiring originally in the plans.

| | | | |
|--|--------------|-----------|-----|
| Line No. 302 N Extra Work, DL Poles - City | 21,805.000 @ | 1.000/ LS | New |
|--|--------------|-----------|-----|

The City of Deadwood will reimburse the DOT for the furnish price of the eleven 45 foot luminaire poles, eleven roadway luminaires, and pole and bracket cables represented by Line No. 302N.

No Time will be added to the contract for this change.

The net change due to this CCO is an increase of \$354,979.44

South Dakota Department of Transportation
Construction Change Order No 7PCN 0555Project No NH-PH 0085(20)26County LawrenceContract Amt \$12,327,483.06Type of Work Grading, Storm Sewer, Asphalt Surfacing, Curb & Gutter, Lighting, and SignalsContractor Oftedal Construction, Inc.

The following change in plans and/or specifications for the subject project is hereby made:

| Contractor Acceptance | Rapid City Area | Recommend | City Approval |
|--|--------------------------------------|-----------|---------------|
| The changes contained in this construction change order are made in accordance with the provisions of the contract for subject project and when accepted by the Contractor and upon approval by the South Dakota Department of Transportation shall become a part of said contract. On _____ By _____ Title _____ | On _____ | | On _____ |
| | By _____ | | By _____ |
| | Rapid City Region Engineer Recommend | | |
| | On _____ | | |
| | By _____ | | |
| | Division Director Approval | | |
| | On _____ | | |
| | By _____ | | |

PCN 0555

Project No NH-PH 0085(20)26 County Lawrence

Contract Amt \$12,327,483.06

Type of Work Grading, Storm Sewer, Asphalt Surfacing, Curb & Gutter, Lighting, and Signals

Contractor Oftedal Construction, Inc.

| Line No | Std Bid Item No | Item Description | Qty As Now Ordered | Current Change In Qty | Unit Price | Unit | Current Change In Amt |
|---------|-----------------|---|--------------------|-----------------------|------------|------|-----------------------|
| 060P | 330E2000 | Sand for Flush Seal | 52.800 | (73.200) | 39.000 | Ton | (\$2,854.80) |
| 150P | 635E0045 | Breakaway Base Luminaire Pole with Arm, 45' Mounting Height | 9.000 | (11.000) | 2,140.000 | Each | (\$23,540.00) |
| 156P | 635E3340 | Roadway Luminaire, 400 Watt with Photoelectric Cell | 11.000 | (11.000) | 396.000 | Each | (\$4,356.00) |
| 160N | 635E5020 | 2' Diameter Footing, City | 107.000 | 107.000 | 305.000 | Ft | \$32,635.00 |
| 162N | 635E5302 | Type 2 Electrical Junction Box, City | 15.000 | 15.000 | 492.000 | Each | \$7,380.00 |
| 164P | 635E5360 | Surface Mounted Junction Box | 0.000 | (2.000) | 803.000 | Each | (\$1,606.00) |
| 165N | 635E5400 | Electrical Service Cabinet, City | 1.000 | 1.000 | 1,930.000 | Each | \$1,930.00 |
| 177N | 635E8120 | 2" Rigid Conduit, Schedule 40, City | 182.000 | 182.000 | 5.600 | Ft | \$1,019.20 |
| 178P | 635E8130 | 3" Rigid Conduit, Schedule 40 | 475.000 | (30.000) | 5.400 | Ft | (\$162.00) |
| 180N | 635E8220 | 2" Rigid Conduit, Schedule 80, City | 1,295.000 | 1,295.000 | 5.900 | Ft | \$7,640.50 |
| 182N | 635E9014 | 1/C #4 AWG Copper Wire, City | 10,530.000 | 10,530.000 | 1.600 | Ft | \$16,848.00 |
| 183P | 635E9016 | 1/C #6 AWG Copper Wire | 24,440.000 | (2,390.000) | 1.200 | Ft | (\$2,868.00) |
| 185N | 635E9024 | 1/C #14 AWG Copper Wire, City | 1,380.000 | 1,380.000 | 0.800 | Ft | \$1,104.00 |
| 194N | 635E9710 | 2/C #10 AWG Copper Pole and Bracket Cable, City | 260.000 | 260.000 | 2.200 | Ft | \$572.00 |
| 276P | 330E2000 | Sand for Flush Seal | 74.800 | 74.800 | 51.100 | Ton | \$3,822.28 |
| 300N | 635E0900 | Decorative Luminaire Pole | 46.000 | 46.000 | 3,273.070 | Each | \$150,561.22 |
| 301N | 635E3397 | Decorative Luminaire, 100 Watt | 138.000 | 138.000 | 1,051.080 | Each | \$145,049.04 |
| 302N | 009E0700 | Extra Work, DL Poles - City | 21,805.000 | 21,805.000 | 1.000 | LS | \$21,805.00 |

Increase This Order \$390,366.24Decrease This Order (\$35,386.80)Net Change This Order \$354,979.44Net Change To Date \$858,058.48

Description And Reason For Change

Line No. 060 P Sand for Flush Seal

-73.200@

39.000/ Ton

Line No. 276 P Sand for Flush Seal

74.800@

51.100/ Ton New

Due to the dust created during last year's flush seal operation, the use of a clean sand for blotting of the flush seal was used to reduce the dust impact.

The increase in price for the clean sand is justified based upon price differences in the sand that was bid and the clean sand.

PCN 0555

Project No NH-PH 0085(20)26

County Lawrence

Contract Amt \$12,327,483.06

Type of Work Grading, Storm Sewer, Asphalt Surfacing, Curb & Gutter, Lighting, and Signals

Contractor Ofedal Construction, Inc.

| | | | |
|--|-------------|-----------------|-----|
| Line No. 150 P Breakaway Base Luminaire Pole with Arm, 45' Mounting Height | -11.000@ | 2,140.000/ Each | |
| Line No. 156 P Roadway Luminaire, 400 Watt with Photoelectric Cell | -11.000@ | 396.000/ Each | |
| Line No. 160 N 2' Diameter Footing, City | 107.000@ | 305.000/ Ft | New |
| Line No. 162 N Type 2 Electrical Junction Box, City | 15.000@ | 492.000/ Each | New |
| Line No. 164 P Surface Mounted Junction Box | -2.000@ | 803.000/ Each | |
| Line No. 165 N Electrical Service Cabinet, City | 1.000@ | 1,930.000/ Each | New |
| Line No. 177 N 2" Rigid Conduit, Schedule 40, City | 182.000@ | 5.600/ Ft | New |
| Line No. 178 P 3" Rigid Conduit, Schedule 40 | -30.000@ | 5.400/ Ft | |
| Line No. 180 N 2" Rigid Conduit, Schedule 80, City | 1,295.000@ | 5.900/ Ft | New |
| Line No. 182 N 1/C #4 AWG Copper Wire, City | 10,530.000@ | 1.600/ Ft | New |
| Line No. 183 P 1/C #6 AWG Copper Wire | -2,390.000@ | 1.200/ Ft | |
| Line No. 185 N 1/C #14 AWG Copper Wire, City | 1,380.000@ | .800/ Ft | New |
| Line No. 194 N 2/C #10 AWG Copper Pole and Bracket Cable, City | 260.000@ | 2.200/ Ft | New |
| Line No. 300 N Decorative Luminaire Pole | 46.000@ | 3,273.070/ Each | New |
| Line No. 301 N Decorative Luminaire, 100 Watt | 138.000@ | 1,051.080/ Each | New |

The Deadwood City Commission voted to extend the historic decorative lighting an additional 3000 ± feet from Sta. 36+00 to Sta. 66+00. The City of Deadwood directed the DOT to design and install the decorative poles in lieu of the planned 45 foot luminaire poles.

Prices for the added nonparticipating items for the increase in quantity related to the added decorative light poles are the same contract price as the original bid items. The nonparticipating items are additional materials required for the installation of the decorative lights.

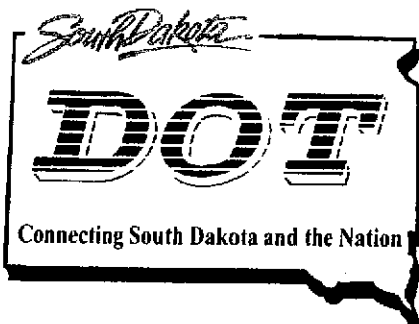
Prices for the additional decorative light poles and luminaires increased from the original price in the contract due to cost increases from the supplier. Prices for Lines No. 300N and 301N are justified based upon invoices provided by the Contractor and cost breakdowns of the original luminaire pole prices.

Quantities for the above items are estimated based upon the revised portion of the lighting plans dated 04/26/2016. Final quantities for the additional decorative light poles and luminaires will be adjusted to reflect actual quantities installed on a subsequent CCO.

| | | | |
|--|-------------|-----------|-----|
| Line No. 302 N Extra Work, DL Poles - City | 21,805.000@ | 1.000/ LS | New |
|--|-------------|-----------|-----|

The request from the City of Deadwood to increase the number of decorative luminaire poles resulted in a total of eleven 45 foot luminaire poles and eleven roadway luminaires that were not able to be returned and were already delivered to the project. The City of Deadwood will purchase the poles, luminaires, and pole and bracket cables at cost from the Contractor through the DOT.

The quantity for Line No. 302N is based on invoice prices provided by the Contractor for materials originally intended to be used Lines No. 150P, 156P, and 194P.



**Department of Transportation
Rapid City Area Office**

2300 Eglin Street

P. O. Box 1970

Rapid City, SD 57709-1970

Phone: 605-394-2248

FAX: 605-394-1904

Web site: www.sddot.com and www.safetravelusa.com/sd



9-19-16 106

September 7, 2016

City of Deadwood
Attention: Ron Green
Public Works Director
67 Dunlop Avenue
Deadwood, South Dakota 57732

RE: P TAPR (4) Lawrence County
PCN No.: 04QE
Shared Use Path
On the North Side Of Hwy. 85, Connecting To
The Existing Mickelson Trail In Deadwood.

Dear Sir:

Enclosed, herewith, find C.C.O. No. 01 for the above referenced project. Please sign and date the one (1) original and return to this office as soon as possible.

RETURN TO: Area Engineer's Office
Department of Transportation
P.O. Box 1970
Rapid City, South Dakota 57709-1970

Cordially,

DEPARTMENT OF TRANSPORTATION

Michael Carlson
Area Engineer


Don Wrede - TPS Engineering
Harry Johnston - Engineer II - S.D. D.O.T.

HJ:rk

Enclosures

cc: Files

South Dakota Department of Transportation

Construction Change Order No 1

PCN 04QE

Project No P TAPR(04)

County Lawrence

Contract Amt \$752,480.20

Type of Work Shared Use Path

Contractor Ofedal Construction, Inc.

The following change in plans and/or specifications for the subject project is hereby made:

Line No. 056 N Extra Work

8,874.000@

1.000/ LS New

The Contractor shall remove approximately 493 ft of the existing railroad railings and ties beneath the Mickelson Trail granular surfacing. The removal limits will be determined in the field by the Engineer. The ties shall be disposed of and the rail shall be delivered to the City of Deadwood at a location designated by the Deadwood Public Works Director.

All costs for equipment, labor, materials, and disposal shall be incidental to the Lump Sum price for Line No. 056P, Extra Work.

Line No. 057 N Footing Undercut

48.600@

108.000/ CuYd New

The Contractor shall perform additional undercut for the building footing.

Line No. 058 N Extra Work, Wage Rate

5,000.000@

1.000/ LS New

The 2014 Davis-Bacon Building Wage Decision will be added to the Special Provision for this project. The Building Wage Decision will apply to all Contractors performing project work related to the following line items in this contract:

- Line No. 047 - Building General
- Line No. 048 - Building Electrical
- Line No. 049 - Building Mechanical

The Davis-Bacon Building Construction Wage Decision for Lawrence County is attached to this CCO.

No Time will be added to the contract for this change.

The net change due to this CCO is an increase of \$19,122.80

| Contractor Acceptance | Engineering Supervisor Recommend | City Approval | |
|---|--|---------------------------------|--|
| <p>The changes contained in this construction change order are made in accordance with the provisions of the contract for subject project and when accepted by the Contractor and upon approval by the South Dakota Department of Transportation shall become a part of said contract.</p> <p>On _____</p> <p>By _____</p> <p>Title _____</p> | <p>On <u>9/2/16</u></p> <p>By <u>[Signature]</u></p> | <p>On _____</p> <p>By _____</p> | |
| | <p>Rapid City Area Approval</p> | | |
| | <p>On _____</p> <p>By _____</p> | | |
| | | | |

South Dakota Department of Transportation

Backup sheet to accompany Construction Change Order No 1

Printed 09/02/2016

PCN 04QE

Project No P TAPR(04)

County Lawrence

Contract Amt \$752,480.20

Type of Work Shared Use Path

Contractor Oftedal Construction, Inc.

| Line No | Std Bid Item No | Item Description | Qty As Now Ordered | Current Change In Qty | Unit Price | Unit | Current Change in Amt |
|---------|-----------------|-----------------------|--------------------|-----------------------|------------|------|-----------------------|
| 056N | 009E0700 | Extra Work | 8,874.000 | 8,874.000 | 1.000 | LS | \$8,874.00 |
| 057N | 421E1000 | Footing Undercut | 48.600 | 48.600 | 108.000 | CuYd | \$5,248.80 |
| 058N | 009E0700 | Extra Work, Wage Rate | 5,000.000 | 5,000.000 | 1.000 | LS | \$5,000.00 |

| | |
|-----------------------|-------------|
| Increase This Order | \$19,122.80 |
| Decrease This Order | \$0.00 |
| Net Change This Order | \$19,122.80 |
| Net Change To Date | \$19,122.80 |

Description And Reason For Change

Line No. 056 N Extra Work

8,874.000@

1.000/ LS New

Existing railroad railings and ties are located beneath the Mickelson Trail surfacing. The change in alignment and grade of the trail required the removal of the rails and ties.

The Lump Sum price for Line No. 056P, Extra Work, is justified based upon the labor, equipment, and disposal fees required to remove the rail and ties.

Line No. 057 N Footing Undercut

48.600@

108.000/ CuYd New

Additional undercut was performed for the footing of the building due to the in place material not being stable.

The price for the Footing Undercut is comparable to the unit price on an adjacent project with similar work, PCN 0555.

Line No. 058 N Extra Work, Wage Rate

5,000.000@

1.000/ LS New

It was discovered after the project was bid the Special Provision was missing the Davis-Bacon Building Construction wage decision. The project has bid items relating to building construction that total more than 20% of the total award making the Building Construction wage decision applicable according to Davis-Bacon Act guidelines.

Certified payroll hours will be tracked and the difference in hourly rates for the hours worked will be paid at the completion of the building construction bid items. An estimated quantity of \$5000.00, which will be adjusted on a subsequent CCO, has been entered for the correction to the wage rate.

SD140022 MOD 0 LAST MODIFICATION SD22

****THIS WAGE DETERMINATION WAS ACTIVE AS OF THE END OF YEAR****

General Decision Number: SD140022 12/19/2014

State: South Dakota

Construction Type: Building

County: Lawrence County in South Dakota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 12/19/2014 |

ASBE0057-001 07/01/2014

| | Rates | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe & Mechanical System Insulation).... | \$ 30.04 | 14.50 |

BRSD0004-003 05/01/2014

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 32.29 | 5.12 |

ELEV0033-004 01/01/2014

| | Rates | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 39.89 | 27.085 |

FOOTNOTES: 8 Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; the Day after Thanksgiving & Christmas Day.

ENGI0049-009 03/01/2014

| | Rates | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| (1) Tower Crane..... | \$ 23.47 | 6.02 |
| (3) Hydro Crane; Crane | | |
| (All Other Types)..... | \$ 22.88 | 6.02 |

Long Boom Pay: 151' to 200' - \$0.50 per hour additional; 201' and over - \$0.60 per hour. Measurement shall be from butt pins of the boom to the top of the sheave or jib sheave. Tower Crane Premium: From the top of the tower crane foundation to the top of the tower crane apex. In the case of luffing cranes, to the top of Gantry, plus boom length per classification:

250' to 299' - \$1.00
 300' to 349 - \$1.50
 350' to 399' - \$2.00
 400' to 449' - \$2.50
 450' and over - \$3.00

 IRON0021-018 05/01/2014

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 21.96 | 12.98 |

PLAS0538-001 10/01/2014

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 25.04 | 11.55 |

PLUM0300-014 05/01/2014

| | Rates | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 26.96 | 11.00 |

SFSD0669-003 07/01/2013

| | Rates | Fringes |
|--|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 28.18 | 14.87 |

SHEE0010-021 06/01/2014

| | Rates | Fringes |
|--|----------|---------|
| SHEET METAL WORKER (HVAC Duct Installation Only)..... | \$ 22.61 | 11.32 |

SUSD2012-013 08/21/2014

| | Rates | Fringes |
|--|----------|---------|
| ACOUSTICAL CEILING MECHANIC..... | \$ 16.68 | 0.00 |
| CARPENTER, Excludes Acoustical Ceiling Installation..... | \$ 18.63 | 2.01 |
| ELECTRICIAN (Low Voltage Wiring Only)..... | \$ 18.50 | 4.92 |
| ELECTRICIAN, Excludes Low Voltage Wiring..... | \$ 24.27 | 8.06 |
| LABORER: Common or General..... | \$ 12.47 | 0.00 |
| LABORER: Mason Tender - Brick... | \$ 14.19 | 0.00 |

| | | |
|---------------------------------|----------|------|
| OPERATOR: | | |
| Backhoe/Excavator/Trackhoe..... | \$ 19.34 | 0.00 |
| OPERATOR: Bobcat/Skid | | |
| Steer/Skid Loader..... | \$ 16.14 | 0.00 |
| PAINTER (Brush, Roller, and | | |
| Spray)..... | \$ 19.22 | 0.00 |
| ROOFER..... | \$ 14.52 | 2.09 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

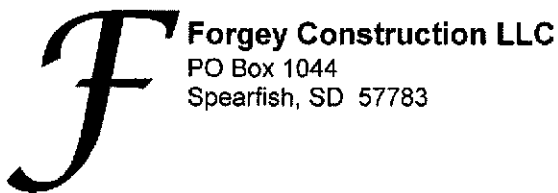
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

9-19-16 10 #



Proposal

Proposal Date: 9/15/16

Proposal #: 16019

Project:

Bill To:

Deadwood City Dept.
108 Sherman Street
Deadwood SD, 57732
bobjr@cityofdeadwood.com

| Description | Est. Hours/Qty. | Rate | Total |
|---|-----------------|----------|-------------------|
| break out 564 sqft of sidewalk across from the library replace with new concrete | | 5,500.00 | 5,500.00T |
| | | 0.00% | 0.00 |
| Methodist Park | | | |
| Shine | | | |
| Total | | | \$5,500.00 |

9-19-16

10 I



BIERSCHBACH

EQUIPMENT & SUPPLY

Sioux Falls
1101 S. Lyons Ave.
Sioux Falls, SD 57106
(605) 332-4466
1-800-843-3707

Rapid City
3030 North Plaza Dr.
Rapid City, SD 57702
(605) 348-6440
1-800-658-5437

Sioux City
2121 Leech Ave.
Sioux City, IA 51106
(712) 252-0640
1-800-243-3707

Fargo
4001 Main Ave.
Fargo, ND 58103
(701) 492-0855
1-800-540-2760

SALES • SERVICE • RENTALS

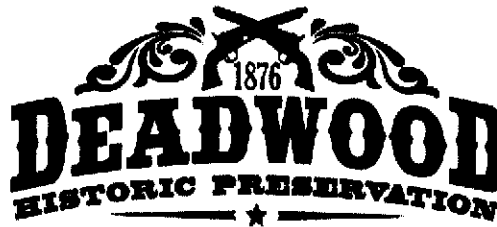
Bill Schmidt

2 Pleasant Panels 9 @ \$1500 each
\$13500

~~Shine Sidewalk 4 sections @
\$1400 each \$5600~~

9-19-16 10 J

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

Date: September 16, 2016
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Change Order #2 – 84 Van Buren Retaining Wall -- \$7,638.00

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

- The new stairs for accessing the high side of the wall near the driveway needs additional stair wall blocks and stair blocks per the August 30, 2016 Observation report.
- The Sarnafil membrane shall be omitted from the concrete walls and replaced by a bituminous coating. The Sarnafil membrane shall remain on the roof per the plans.
- A gutter shall be added along the low side of the garage roof to catch drainage. The gutter shall slope to the front of the garage and tie into a downspout. The downspout shall tie into an independent 4" PVC pipe and daylight downhill near the base of the low tiered wall.

As a result of the Proposal Request, RCS Construction has submitted Change Order #2 request in the amount of \$7,683.00 for the 84 Van Buren Retaining Wall Project.

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

Original contract amount was \$237,000.00. The requested change order in the amount of \$7,638.00 brings the total contract to \$257,047.34.

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

PROPOSAL REQUEST

PROJECT:

84 Van Buren St
Deadwood, South Dakota

PROPOSAL REQUEST NO.: 2**DATE:** September 1, 2016**OWNER:**

City of Deadwood
Deadwood, South Dakota

CONTRACT FOR:**AEI PROJECT NO. :** 2014-260**TO CONTRACTOR:**

RCS Construction
2400 Commerce Road
Rapid City, SD 57702

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 new stairs for accessing the high side of the wall near the driveway needs additional stair wall blocks and stair blocks per the August 30, 2016 Observation report.
- The Sarnafil membrane shall be omitted from the concrete walls and replaced by a bituminous coating. The Sarnafil membrane shall remain on the roof per the plans.
- A gutter shall be added along the low side of the garage roof to catch drainage. The gutter shall slope to the front of the garage and tie into a downspout. The downspout shall tie into an independent 4" PVC pipe and daylight downhill near the base of the low tiered wall.

Please provide an itemized lump sum proposal for completing the three items listed above.

REQUESTED BY:

Jared Schippers, PE
Albertson Engineering, Inc.



September 9, 2016

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

RE: 84 Van Buren Street
Change Proposal #02 – Retaining Wall & Gutter

Dear Jared,

Enclosed, please find our proposal cost summary for the retaining wall modifications and gutter installation 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
Project Manager/ Estimator
R.C.S. Construction, Inc.

CC: File



Safety • Quality • Communication • Timeliness

2400 Commerce Road • P.O. Box 9337 • Rapid City, SD 57709-9337
Phone (605) 342-3787 • Fax (605) 348-4041

www.rcsconst.com



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

Subject: 84 Van Buren Street

RFP # 02

Retaining Wall/Gutter

Date: 9/9/2016

| General Contractor: | MATERIAL | LABOR | EQUIP. | SUBS. |
|--|-------------------|-------------------|-----------------|-----------------|
| 1 R.C.S. Construction Inc. Additional Excavation | \$0.00 | \$400.00 | \$320.00 | |
| 2 Install added Redi Rock Blocks | | \$1,000.00 | \$160.00 | |
| 3 Install additional Redi Rock Stairs | | \$800.00 | \$200.00 | |
| 4 Trucking Blocks | | \$200.00 | \$200.00 | |
| 5 | | | | |
| Subcontractors/ Suppliers: | | | | |
| 1 Pete Lien - Redi Rock Blocks (10 extra @ \$126 ea) | \$1,260.00 | | | |
| 2 Pete Lien - Redi Rock Stairs (8 extra @ \$97 ea) | \$776.00 | | | |
| 3 Lowe Roofing - Gutter installation | | | | \$685.00 |
| 4 | | | | |
| 5 | | | | |
| Taxes - Material - Equip 6.5% | \$132.34 | | \$52.80 | |
| Labor Markup incl% | | \$0.00 | | |
| TOTALS: | \$2,168.34 | \$2,400.00 | \$932.80 | \$685.00 |

RECAP

| | |
|-----------------|-------------------|
| Material | \$2,168.34 |
| Labor | \$2,400.00 |
| Equipment | \$932.80 |
| Subs | \$685.00 |
| Subtotal | \$6,186.14 |

| | | |
|-----------------|-----|-------------------|
| GC - Overhead | 10% | \$618.61 |
| Subtotal | | \$6,804.75 |

| | | |
|-----------------|-----|-------------------|
| GC - Profit | 10% | \$680.48 |
| Subtotal | | \$7,485.23 |

| | | |
|-----------------|-------|-------------------|
| Insurance | 0.00% | \$0.00 |
| Subtotal | | \$7,485.23 |

| | | |
|------------|-------|----------|
| Excise Tax | 2.04% | \$152.77 |
|------------|-------|----------|

| | | |
|------------------|-------|--------|
| TERO/Solid Waste | 5.00% | \$0.00 |
|------------------|-------|--------|

| | | |
|---------------------------------|--|-------------------|
| Net Increase or Decrease | | \$7,638.00 |
|---------------------------------|--|-------------------|

RECAP

| | |
|---------------------------------|-------------------|
| Contractor Costs | \$6,953.00 |
| Subcontractor Costs | \$685.00 |
| Net Increase or Decrease | \$7,638.00 |
| Change in Working days | 0 |

Signed:

Josiah Scull

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



LOWE ROOFING INC.
SINGLE PLY & METAL ROOFING SYSTEMS

PO Box 432 • I-90 Exit 23
Whitewood, South Dakota 57793

Whitewood, SD 1-800-658-4543
605-269-2211
605-269-2212 fax

Rapid City, SD 605-343-7840
Gillette, WY 307-687-0303

www.lowerroofinginc.com
lri@lowerroofinginc.com

9/8/16

RCS Construction, Inc.
PO Box 9337
Rapid City, SD 57709

Attn: Josiah Scull

Project: 84 Van Buren Street, Deadwood, SD

Re: Gutter

Scope of Work – Gutter:

1. Fabricate and install approx. 30' of commercial gutter and one downspout.

Price \$685.00

Note – Contractors' Excise Tax not included.

Respectfully,


John Ashley
Lowe Roofing, Inc.

9-19-16 10 K

PETITION FOR VACATION OF PORTION OF STREET RIGHT-OF-WAY

TO THE HONORABLE MAYOR AND CITY COMMISSION OF THE CITY OF DEADWOOD:

Pursuant to SDCL 9-45-7, B Y Development Inc. and Optima LLC, owner(s) of the property hereinafter described, hereby petitions the City Commission of the City of Deadwood, Lawrence County, South Dakota, to vacate a portion of the street/alley/public ground/part thereof described as follows:

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.

A portion of Williams St adjacent to Lot 15 of Block 3 of said Fountain City Addition and Lot 4 of Tract A of M.S. 81 as shown on the attached plat.

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

As required by law, your petitioner(s) is/are the owner(s) of all of the real property abutting upon the street/alley/public ground/part thereof proposed to be vacated, and such property(s) is/are described as follows:

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

A copy of a portion of the proposed plat of Bradsky Tract Revised, Bradsky Tract Number 2 and Relocated Williams Street ROW showing the street/alley/public ground/part thereof proposed to be vacated is attached hereto as Exhibit A and incorporated herein.

The reasons for this petition are that which will serve to promote public health, welfare and safety. Thus, petitioner(s) believe(s) 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(s) and the public generally.

Based upon the foregoing, the petitioner(s) respectfully request(s) that the City of Deadwood give notice by publication once each week for at least two successive weeks to the effect that such petition has been filed and stating in brief its object and scheduling a time for hearing specifying a day and time for hearing not less than ten days from the expiration of such publication, and that the City Commission, after hearing the same, declare by resolution passed by a two-thirds vote of all the members, that the portion of the public street/alley/public ground/part thereof be vacated.

Dated this 16 day of SEPTEMBER, 2016.

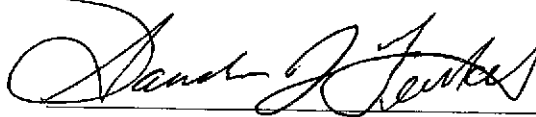


Paul Bradsky, Secretary/Authorized Agent
B Y Development Inc.

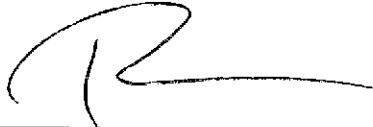
STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF LAWRENCE)

On this 16th day of September, 2016, before me, the undersigned officer, personally appeared Paul Bradsky, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged executing the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Notary Public -- South Dakota
My Commission Expires: 02-22-2022

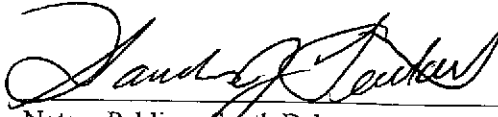


Paul Bradsky, Managing Member
Optima LLC

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF LAWRENCE)

On this 16th day of September, 2016, before me, the undersigned officer, personally appeared Paul Bradsky, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged executing the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

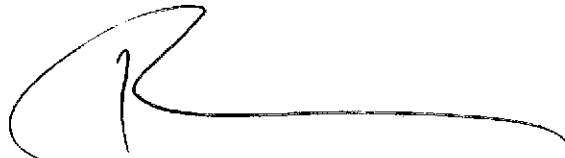


Notary Public -- South Dakota
My Commission Expires: 02-22-2022

VERIFICATION

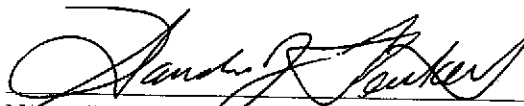
STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF LAWRENCE)

Paul Bradsky, being first duly sworn on oath, deposes and says that he/she has read the foregoing Petition for Vacation of Portion of Street Right-of-Way; that the above is true of his/her own knowledge, except as to those matters set forth upon information and belief and as to those matters, he believes the same to be true.



Paul Bradsky

Subscribed and sworn to before me this 16th day of September, 2016.



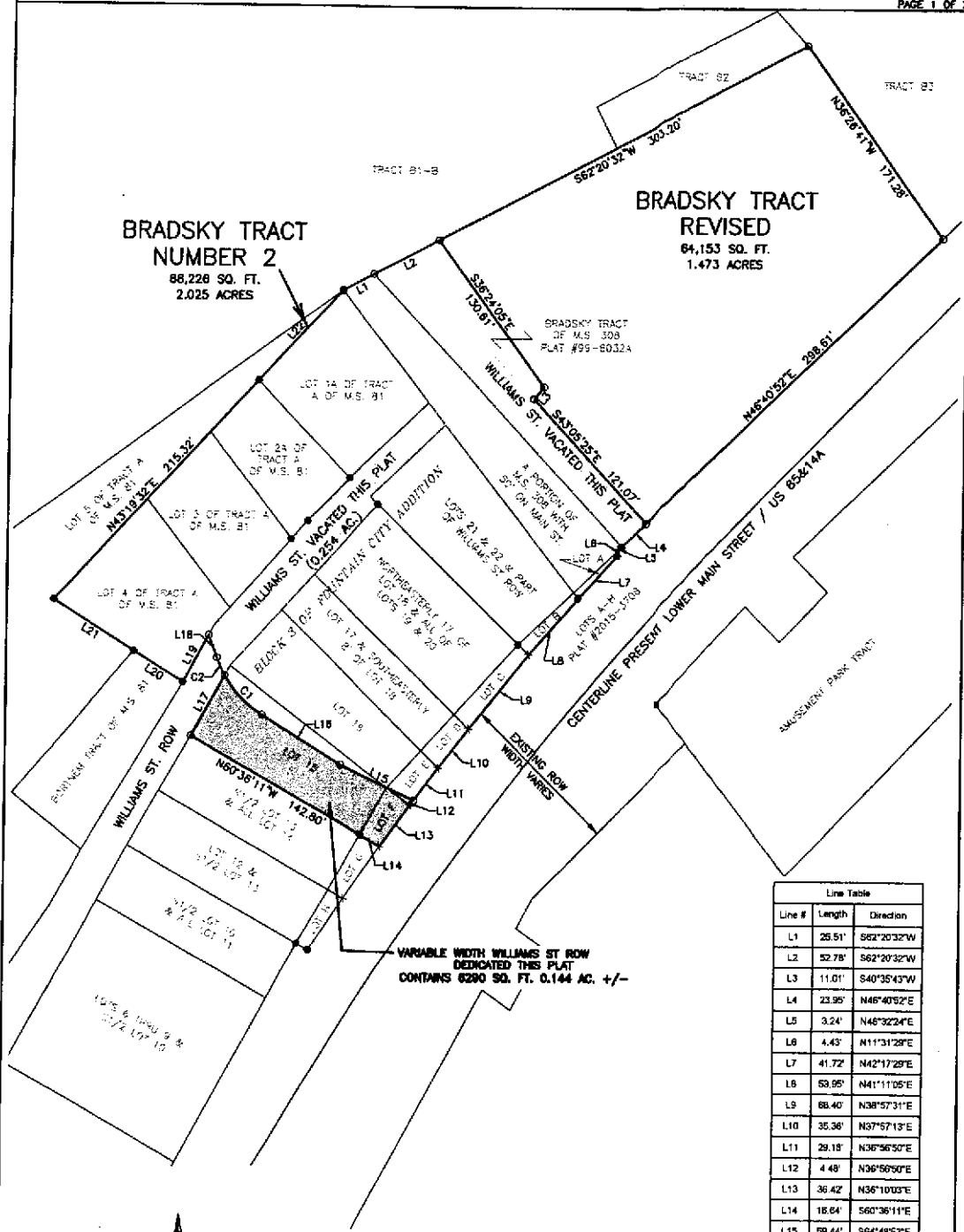
Notary Public - South Dakota

My Commission Expires: 02-22-2022

Exhibit A

**PLAT OF BRADSKY TRACT REVISED, BRADSKY TRACT NUMBER 2
AND RELOCATED WILLIAMS STREET RIGHT-OF-WAY**
A REPLAT OF THE BRADSKY TRACT OF M.S. 308, LOTS 1A, 2A, 3 AND 4 OF TRACT A OF M.S. 81, A PORTION OF M.S. 308
DESCRIBED WITH 50' ON MAIN ST, LOTS A, B, C, D, E, F, 15, 16, 17, 18, 19, 20, 21 AND 22 OF BLOCK 3 OF THE FOUNTAIN CITY
ADDITION TO THE CITY OF DEADWOOD, AND THE RELOCATED WILLIAMS STREET RIGHT-OF-WAY
LOCATED IN THE NW1/4 OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

PAGE 1 OF 2



VARIABLE WIDTH WILLIAMS ST ROW
DEDICATED THIS PLAT
CONTAINS 6290 SQ. FT. 0.144 AC. +/-



LEGEND
○ SET 5/8" REBAR W/ CAP
MARKED LS #725 OR CHISELED X
X FOUND CHISELED "X" IN CONCRETE
● FOUND SURVEY MONUMENT

| Curve # | Length | Radius | Delta | Chord Bearing | Chord Distance |
|---------|--------|--------|------------|---------------|----------------|
| C1 | 38.44' | 60.00' | 028°14'45" | S44°28'41"E | 39.04' |
| C2 | 13.99' | 80.00' | 010°01'04" | S25°20'47"E | 13.97' |

| Line # | Length | Direction |
|--------|--------|-------------|
| L1 | 26.51' | S62°20'32"W |
| L2 | 52.78' | S62°20'32"W |
| L3 | 11.01' | S40°35'43"W |
| L4 | 23.95' | N46°40'52"E |
| L5 | 3.24' | N46°32'24"E |
| L6 | 4.43' | N11°31'28"E |
| L7 | 41.72' | N42°17'29"E |
| L8 | 53.95' | N41°11'05"E |
| L9 | 68.40' | N38°57'31"E |
| L10 | 35.36' | N37°57'13"E |
| L11 | 29.15' | N36°56'50"E |
| L12 | 4.48' | N36°56'50"E |
| L13 | 36.42' | N36°10'03"E |
| L14 | 16.64' | S60°36'11"E |
| L15 | 69.44' | S64°48'53"E |
| L16 | 67.37' | N58°36'03"W |
| L17 | 49.44' | N28°37'53"E |
| L18 | 17.43' | N20°29'15"W |
| L19 | 36.62' | N28°42'53"E |
| L20 | 42.79' | N58°27'48"W |
| L21 | 69.34' | N58°00'18"W |
| L22 | 69.38' | N43°00'37"E |

- NOTES:**
1. All major drainage easements shown hereon shall be kept free of all obstructions including but not limited to buildings, walls, fences, hedgerows, trees and shrubs. These easements grant to all public authorities the right to construct, operate, maintain, inspect and repair such improvements and structures as it deems expedient to facilitate drainage from any source.
 2. Utility and Minor Drainage Easements - none.
 3. Total Right-of-Way dedicated by this plat: 0.144 acres.
 4. Total Right-of-Way vacated by this plat: 0.234 acres.
 5. Building Setbacks are per City Zoning Ordinance.
 6. Pursuant to SDCL 1-3-0.1 and 1-3-2, The Developer of the property described within this Plat shall be responsible for protecting any waters of the State, including groundwater, located adjacent to or within such plotted area from pollution from sewage from such subdivision and shall in prosecution of such protection conform to and follow all regulations of the state of South Dakota Department of Environment and Natural Resources relating to the same.

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



9-19-16 10 L

Bob Nelson, Jr.
Planning & Zoning Administrator
Telephone (605) 578-2082
bobjr@cityofdeadwood.com

MEMORANDUM

Date: September 13, 2016
To: Deadwood City Commission
From: Robert Nelson, City Planner/Zoning Administrator
Re: Baseball Field Work Payment Request

After the completion of the youth baseball and softball seasons several deficiencies were identified in the facility from fence repairs, grading of the infield, home plates in need of clay, and overgrown vegetation doing damage to fencing.

Rogers Construction trucked in clay to rehabilitate the home plate areas and the pitcher's mound and repaired the entire chain link fencing on both of the baseball fields. Installed new safety breakaway bases on both fields and removed all of the overgrown vegetation along fence lines.

This memo is to request payment approval to Rogers Construction in the amount of \$7,744.92 for rehabilitation work at Keene Park. With rehabilitation work like this the job of maintaining the facility will become much easier for City Staff as we move forward.

Recommended Motion:

Move to approve payment to Rogers Construction in the amount of \$7,744.92 from the Capital improvement plan Parks Budget.



ROGERS CONSTRUCTION, INC.

1003 Haley Drive
P.O. Box 637
Whitewood SD 57793
Office: 605-722-4080
Fax: 605-722-4088
rogersconstruction272ishmore.com

September 16, 2016

Invoice to:
City of Deadwood
Finance Office
Deadwood City Hall
102 Sherman Street
Deadwood, SD 57732
605-578-2600

Invoice # 1830

Baseball Field Cleanup

Scope of Work:

Work consisted of cutting down dead trees.

| | Hours | Total |
|------------------|-----------|----------|
| Labor x 6 | 120.00 \$ | 5,400.00 |
| Foreman x 1 | 20.00 \$ | 1,200.00 |
| Additional Labor | 3.00 \$ | 135.00 |
| Skidsteer | 3.00 \$ | 225.00 |
| Dump Truck | 4.50 \$ | 360.00 |
| Dump fees | 3.00 \$ | 270.00 |

Subtotal \$ 7,590.00

Excise Tax \$ 154.92

Please pay this amount \$ 7,744.92

Payment due 15 Days from date of invoice