

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

- 3:00 p.m. Gold Nugget Theme Park Presentation/Public Meeting at Spring Hill Suites. A quorum may be present.
- 4:00 p.m. meeting with Utility Service Group regarding water tank mixing has been cancelled and rescheduled for July 25, 2016 at 4:00 pm.

Regular Meeting
5:00 p.m. July 18, 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 July 5, 2016**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Mark Schmidt Lead Deadwood Hospital update
- B. Request from Lead-Deadwood American Legion to use public space in Interpretive parking lot in conjunction with Kool Deadwood Nites, from Wednesday, August 24 through Sunday, August 28. Permission was received for Thursday, August 25 at April 18 meeting.
- C. Deadwood Mountain Grand requests permission to close Siever Street from 5:00 a.m. July 23 to 5:00 a.m. July 24 to accommodate concert
- D. Amber Diers representing Holiday Inn Express, requesting additional cards in parking garage and reduction of validation fee for Holiday Inn Express
- E. Tracy Island, Deadwood Comfort Inn, requesting update on directional hotel sign that was removed at intersection of Pine St. and Pioneer Way
- F. Deb Davis – Shirttail Gulch Homeowners voicing concerns over gun range

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. Pay Lord's Cupboard 2016 allocation of \$2,500.00 and Twin City Animal Shelter \$3,000.00 for spay/neuter from Bed and Booze Fund.(budgeted)
- B. Permission to allow Optimist Club to serve beer at the History Interpretive Center on Thursday, August 25 from 4:00 p.m. to 10:00 p.m. during Kool Deadwood Nites

- C. Accept resignation from Rec Center employee Norma Cooper effective July 6, 2016
- D. Permission to increase wage of Police Reserve Sally Sprigler from \$11.83 hr. to \$12.38 hr. effective July 8, 2016 after two years of service
- E. Remove Parks Laborer Andrew Fessler from payroll effective June 27, 2016
- F. Permission to pay Rasmussen Mechanical Services for boiler work done at Adams Museum the amount of \$2,692.00.
- G. Permission for Mayor to sign agreement between Deadwood Gaming Association and City of Deadwood for lease of office space at 3 Siever Street at \$3,000.00 per year.
- H. Permission to hire Cory Shafer for Patrol Officer position at \$21.71 per hour effective July 19, 2016
- I. Request to issue a Request for Proposal for exterior painting at the library.
- J. Request to issue a Request for Proposal for exterior painting at the Adams House Museum

7. BID ITEMS

- A. The following bids and bid bonds were received for retaining wall at 3 Shine St: RCS Construction \$114,800.00, Rogers Construction \$112,245.00

8. PUBLIC HEARINGS

- A. Hold public hearing for Retail (on-off sale) Malt Beverage License for The Midway at 3 US Hwy 385.
- B. Hold public hearing for Package (off-sale) Malt Beverage & SD Farm Wine for Canyon View Amish Furniture and Gift at 250 US Hwy 14A

9. OLD BUSINESS

- A. Greg Vecchi, Weapons Concepts LLC, regarding variance agreement

10. NEW BUSINESS

- A. Deadwood Pavilion-discussion and possible action
- B. TSP Inc. request amendment #2 for Phase 3 of CA/CO services for Pluma to Gateway. Additional cost is not to exceed \$38,000.00, bringing total contract to \$99,373.00.
- C. Approve recommendation from Historic Preservation Commission to enter into a contract with Rosenbaum Signs for the building and installation of the New Trestle Sign not to exceed \$40,000.00
- D. Permission to enter into a contract with Quality Services, Inc. to write a final report and perform the curation of artifacts discovered at 105 Sherman Street for a total cost not to exceed \$65,000.00, to be paid from the 2016 and 2017 HP Archaeology Budget
- E. Permission for Mayor to sign a contract with Cheyenne Crossing Store, LLC to provide concession services at the Deadwood Event Complex during the Days of 76 special event

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Raffle permit received from Lawrence County Teen Court, prize to be drawn September 9, 2016. No action approves per SDCL 22-25-25.

12. EXECUTIVE SESSION

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

Executive Session for Legal Matters per SDCL 1-25-2 (3) with possible action

13. ADJOURNMENT

REGULAR MEETING, JULY 5, 2016

The Regular Session of the Deadwood City Commission convened on July 5, 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

Todd moved, Van Den Eykel seconded to approve the minutes of June 6, 2016. Roll Call: Aye-All. Motion carried.

JUNE, 2016 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$17,398.91; PUBLIC BUILDINGS, \$3,806.97; POLICE, \$51,452.12; FIRE, \$4,997.60; BUILDING INSPECTION, \$3,598.50; STREETS, \$28,788.21; PARKS, \$27,814.75; PLANNING & ZONING, \$4,769.66; LIBRARY, \$6,350.26; RECREATION CENTER, \$13,080.86; HISTORIC PRESERVATION, \$16,153.82; WATER, \$13,732.86; MT. MORIAH, \$4,386.39; PARKING METER, \$10,029.59; TROLLEY, \$19,731.57; PARKING RAMP, \$6,631.53. **PAYROLL TOTAL: \$235,454.36**

JUNE, 2016 PAYROLL PAYMENTS:

Internal Revenue Service, \$57,511.70; S.D. Retirement System, \$23,628.38; Delta Dental, \$3,821.64.

APPROVAL OF DISBURSEMENTS

Ruth moved, Speirs seconded to approve the July 5, 2016 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	CONTRACT	348.17
A & I DISTRIBUTORS	SUPPLIES	185.77
ABC BUSINESS SUPPLY	SUPPLIES	145.75
ADVANCED ENGINEERING	PROJECT	13,835.75
AINSWORTH-BENNING	PROJECT	400,396.00
ALSCO	SUPPLIES	180.90
ATCO INTERNATIONAL	SUPPLIES	166.00
B.S. REMODELING	PROJECT	4,240.00
BH BUILDERS	PROJECT	13,843.60
BH CHEMICAL	SUPPLIES	851.24
BH ENERGY	SERVICE	25,477.79
BH SECURITY	SERVICE	194.70
BH SPECIAL SERVICES	CLEANING	1,470.00
BURLESON, BILL	REIMBURSEMENT	730.80
CABLE COMMUNICATION	SERVICE	1,057.14
CENTURY BUSINESS	CONTRACT	400.09
CHAMBERLIN ARCHITECTS	PROJECT	42,853.79
CHRIS SUPPLY	SHIELDED	144.87
CRESCENT ELECTRIC	SUPPLIES	2,379.92
CUSTOM DECOR MASONRY	PROJECT	6,333.55
DAKOTA TREE SPRAYING	SPRAYING	1,668.00
DANKO EMERGENCY	BATTERY	755.00
DAYS OF '76	ALLOCATION	65,000.00
DEADWOOD ALIVE	JUNE	20,000.00
DEADWOOD CHAMBER	MARKETING	71,308.88
DEADWOOD ELECTRIC	SERVICE	676.90
DVFD	STAFFING	4,023.59
E.T. SPORTS	SUPPLIES	1.58
EAGLE ENTERPRISES	SUPPLIES	549.43
EDDIE'S TRUCK CENTER	SERVICE	61.05
EMERY-PRATT	BOOKS	293.92
FARMER BROTHERS	SUPPLIES	55.50
FASTENAL	SUPPLIES	252.46
FENNELL DESIGN	PROJECT	4,176.02
FLAT EARTH SIGN	SIGNS	435.00
FREEMAN'S ELECTRIC	SERVICE	125.00
GENESEE VALLEY DAOIST	SERVICE	175.00
GLOBAL EQUIPMENT	SUPPLIES	815.55
GRIMM'S PUMP	SUPPLIES	41.00
HAWKINS	SUPPLIES	1,010.05
HELMIN, MATT	MEETINGS	150.00
HILLS MATERIALS	SUPPLIES	301.20
INTERSTATE ENGINEERING	INSPECTION	4,500.00
LAWRENCE CO. AUDITOR	TIF 7	1,087.61
LAWRENCE CO. REGISTER OF D	SERVICE	171.00
LEAD-DEADWOOD SANITARY DIS	TIF 7	199.15
LEAD-DEADWOOD SCHOOL DISTR	TIF 7	3,179.32
LIBBY PRODUCTIONS	REFUND	1,100.00
LYNN'S DAKOTA MART	SUPPLIES	225.01
MCGRATH, RHONDA	REIMBURSEMENT	22.13
MEHLBERG CONSTRUCTION	PROJECT	2,040.82
MERTENS, KENNETH	REIMBURSEMENT	74.93
MIDWEST TAPE	DVD	398.01
MITZI'S BOOKS	BOOKS	33.40
MDU	SERVICE	2,539.18
MS MAIL	SERVICE	9,310.00
MUTUAL OF OMAHA	INSURANCE	232.53
NORTHERN HILLS TECHNOLOGY	SERVICE	77.00
NORTHWEST PIPE FITTINGS	SUPPLIES	339.57
OLD FORT MEADE MUSEUM	GRANT	4,242.15

REGULAR MEETING, JULY 5, 2016

OTIS ELEVATOR	SERVICE	124.98
OWENS INTERSTATE	PUMP	160.32
PANNIER	SERVICE	1,143.00
PARTSMASTER	SUPPLIES	433.82
PERKINS, DAN	TABLE	2,800.00
PHIL'S ELECTRIC	PROJECT	102.04
PUSH-PEDAL-PULL	MAINTENANCE	268.00
QUIK SIGNS	SIGNS	262.28
QUILL	SUPPLIES	770.06
RASMUSSEN MECHANICAL	PROJECT	4,468.00
RCS CONSTRUCTION	PROJECT	65,520.00
RENNER, DONOVAN	REIMBURSEMENT	267.19
ROGERS CONSTRUCTION	PROJECT	14,795.95
S&C CLEANERS	CLEANING	5,198.50
SAFELITE AUTOGLASS	REPAIR	180.82
SCHMIDT, WILLIAM	PROJECT	1,657.00
SD MUNICIPAL LEAGUE	WORKSHOP	50.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SERVALL	SUPPLIES	1,802.82
SIRCHIE	BAGS	144.92
SOCIETY OF BLACK HILLS	PUBLICATION	2,500.00
ST AMBROSE CATHOLIC CHURCH	GRANT	13,510.00
STRETCH'S	SHADES	1,380.00
TALLGRASS	PROJECT	540.00
TENTEXKOTA	PAYMENT	521,139.60
TRIPLE K	SERVICE	6,473.02
TRUGREEN	SERVICE	279.75
TURNBULL & SONS	PROJECT	7,240.00
TWILIGHT	SUPPLIES	72.75
TWIN CITY HARDWARE	SUPPLIES	7,682.78
UMENTHUM, KEITH	PROJECT	1,174.66
VAST	SERVICE	2,348.43
VERIZON WIRELESS	SERVICE	40.01
VISIONS HOME IMPROVEMENTS	PROJECT	3,060.00
WELLMARK	INSURANCE	40,978.88
WESTERN STATES FIRE	INSPECTION	275.00
WHEELER LUMBER	PROJECT	2,386.25
WHITE'S CANYON MOTORS	SUPPLIES	472.66
WHITE'S QUEEN CITY MOTORS	SUPPLIES	201.18
TOTAL		\$1,428,817.44

CONSENT

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

- A. Acknowledge parking revenue bond interest payment of \$8,555.00 made by ACH on July 29, 2016
- B. Make 2016 allocations from Bed and Booze Fund: \$3,500.00 for Shrine Circus, \$5,000.00 for Days of '76 Rodeo, \$6,000.00 for Gold Camp Jubilee
- C. Permission for Mayor to sign agreement with Dakota Sunset Museum in Gettysburg for Wild Bill Hickok Exhibit
- D. Accept resignation of Patrol Officer Ritchey Walk effective July 8, 2016.
- E. Permission to advertise for vacant Patrol Officer position for five days in house, then outside if necessary
- F. Approve grant application to South Dakota Department of Health for mosquito control in the amount of \$1,133.00
- G. Allow payment to Deadwood Electric in the amount of \$13,393.47 for material and work done on the Days of '76 Realignment project (Historic Preservation CIP project)

PUBLIC HEARINGS

Speirs moved, Todd seconded to set public hearing on July 18 for Retail (on-off sale) Malt Beverage License for The Midway at 3 US Hwy 385. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to set public hearing on July 18 for Package (off-sale) Malt Beverage & SD Farm Wine for Canyon View Amish Furniture and Gift at 250 US Hwy 14A. Roll Call: Aye-All. Motion carried.

OLD BUSINESS

Discussion was held concerning the parking lease and office rental for Deadwood Gaming Association. After discussion concerning parking space, Todd moved, Ruth seconded to enter into contract for office rental and parking lease with Deadwood Gaming Association effective July 1, 2016 with same terms as South Dakota School for the Deaf. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, JULY 5, 2016

NEW BUSINESS

Agreement

Todd moved, Ruth seconded to loan 1989 fire engine to City of Mission for six to eight weeks and allow Mayor to sign hold harmless agreement. Attorney Riggins explained agreement. Roll Call: Aye-All. Motion carried.

Request

Speirs moved, Ruth seconded to allow Northern Hills Alliance for Children use of public property for Zombie Run on Saturday September 24. Kayla Klein was available to answer any questions. Roll Call: Aye-All. Motion carried.

Permission

Van Den Eykel moved, Speirs seconded to hire Rogers Construction in an amount not to exceed \$25,000.00 on time and materials basis to continue improvements on Whitewood Creek, to be paid from General Fund parks budget (budgeted in CIP project.) Roll Call: Aye-All. Motion carried.

Grants

Todd moved, Ruth seconded to approve Outside of Deadwood grants totaling \$90,074.10 for the second half of 2016. The approved grants are: Newell Museum – Church Museum Window - \$418.20; Newell Museum – Flaigg Cabin Chinking - \$1,157.70; City of Mobridge – Repair Water Damage - \$22,582.80; City of Whitewood – Install SD Historic Marker - \$655.00; 1881 Courthouse Museum – UV Film Installation - \$2,377.90; Society of Black Hills Pioneers – Nolin Monument Restoration - \$25,000.00; Alkali Community Club – Club Hall Updates - \$8,790.00; Fall River County Pioneer Museum – Replaster and Paint - \$6,606.00; Verendrye Museum – Log Cabin, School Museum - \$18,886.50; and Lead Historic Preservation – Coca-Cola Murals Restoration - \$3,600.00. Roll Call: Aye-All. Motion carried.

Permission

Todd moved, Speirs seconded to allow Mayor to sign Material Release and Location Release with Atlas Media Corp. and The Travel Channel for filming. Trolley Manager Nelson St. explained the release forms. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to allow Scott Peterson Motors to remove and replace engine in trolley #151 in an amount not to exceed \$10,160.20. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mayor Turbiville read the following informational item:

- Informational Session with City Commission and Nicole Grasma, Utility Service Group, regarding water tank mixing at 3:30 p.m. on July 18, 2016. Public welcome.

Deb Davis, Shirt Tail Gulch resident, expressed ongoing concern about variance granted to Greg Vecchi, Weapon Concepts, LLC. Mayor Turbiville requested that she return on July 18, when the contract is scheduled for discussion and possible action.

Attorney Riggins requested Executive Session for legal matters per SDCL 1-25- 2(3) and union matters per SDCL 1-25-2 (4) with possible action.

ADJOURNMENT

Speirs moved, seconded to adjourn the regular session at 5:24 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2 (3) and union matters per SDCL 1-25-2 (4) with possible action. The next regular meeting will be on Monday, July 18, 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: 03824 07/19/2016 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-070816	101-3000-202	LIQUOR LICENS MALT BEV LIC - AMISH FURN.	000000	112.50
		I-070816-A	101-3000-202	LIQUOR LICENS MALT BEV LIC - THE MIDWAY	000000	150.00
01-3309	THE LORD'S CUPBOARD					
		I-070816	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	47.94
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	310.44
01-0418	BLACK HILLS PIONEER					
		I-377-2016	101-4111-423	PUBLISHING MINUTES - 5/16/16	000000	217.60
		I-400	101-4111-423	PUBLISHING NOH-MALT BEV LIC -SPAG.WESTERN	000000	14.32
		I-401 - 2016	101-4111-423	PUBLISHING NOH - MICKELSON TRAIL TREK	000000	12.94
		I-402 - 2016	101-4111-423	PUBLISHING NOH - JULY 4TH PARADE	000000	10.63
		I-404 - 2016	101-4111-423	PUBLISHING RESOLUTION - BRDWAY PKNG RATES	000000	10.16
		I-417 - 2016	101-4111-423	PUBLISHING MINUTES - 6/6/16	000000	178.79
		I-428 - 2016	101-4111-423	PUBLISHING NOTICE TO BID - RETAINING WALL	000000	39.92
		I-429 - 2016	101-4111-423	PUBLISHING ORDINANCE 1245-SUPP.BUDGET	000000	12.94
01-2890	ALL NET CONNECTIONS					
		I-24329	101-4111-422	PROFESSIONAL REDIRECT MAYOR'S EMAIL	000000	30.50
			DEPARTMENT 111	COMMISSION	TOTAL:	527.80
01-2394	GUNDERSON, PALMER, NELS					
		I-69411	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	4,610.34
			DEPARTMENT 141	ATTORNEY	TOTAL:	4,610.34
01-1808	NELSON, MARY JO					
		I-071116	101-4142-427	TRAVEL MILEAGE -BUDGET TRAINING - RC	000000	34.44
			DEPARTMENT 142	FINANCE	TOTAL:	34.44
01-0213	TRUGREEN CHEM-LAWN					
		I-49166724	101-4192-422-11	PROFESSIONAL VEGETATION CONTROL/GORDON PARK	000000	60.00
01-0547	M&M SANITATION					
		I-30722	101-4192-426-05	SUPPLIES - CO TOILET RENTAL/COLD STORAGE	000000	110.00
		I-30735	101-4192-425-02	REPAIRS - ADA SEWER INSP CAMERA-ROTOROOT/AHS	000000	319.50
01-0602	CENTURY LINK					
		I-06-19-16 TELEPHONE	101-4192-428-06	UTILITIES - D SERVICE 6/19-7/18/16/GRANDSTA	000000	184.91
01-0619	TWILIGHT FIRST AID & SA					

PACKET: 03824 07/19/2016 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0619	TWILIGHT FIRST AID & SA	continued				
		I-39399	101-4192-426-04	SUPPLIES - CI OINTMENTS-BANDAGESTAPES/PB	000000	167.65
01-1333	DEADWOOD ELECTRIC					
		I-21363	101-4192-425-02	REPAIRS - ADA TRANSFORMER-CONTACTOR/MUS	000000	243.31
01-1370	TEMPERATURE TECHNOLOGY,					
		I-20693	101-4192-425-10	REPAIRS - LIB REPAIRS TO UNIT VENTS/LIBRARY	000000	292.60
01-1380	WASTE CONNECTIONS, INC.					
		I-11983411	101-4192-426-11	SUPPLIES - PA DUMPSTER-EXTRA-ON CALL/PARKS	000000	686.40
		I-11984325	101-4192-426-09	SUPPLIES - HA DUMPSTER/HARCC	000000	497.50
01-1502	BLACK HILLS CHEMICAL					
		I-101832	101-4192-426	SUPPLIES HAND SOAP-TP-TOWEL-BLEACH/PB	000000	426.30
		I-101854	101-4192-426	SUPPLIES TOILET PAPER-GLOVES-TOWELS/PB	000000	229.16
01-1558	ECOLAB PEST ELIMINATION					
		I-2675479	101-4192-422-01	PROFESSIONAL ONE SHOT SERVICE PEST/ADAMS HO	000000	140.00
		I-8031814	101-4192-422-04	PROFESSIONAL RODENT PROGRAM-PEST/CITY HALL	000000	150.00
01-1626	SERVALL UNIFORM AND LIN					
		I-2449650	101-4192-426-14	SUPPLIES - ST MATS-MOPS-LINEN/STREETS	000000	122.78
		I-2449651	101-4192-426-04	SUPPLIES - CI MATS-TOWELS-MOPS/CITY HALL	000000	194.85
		I-2449652	101-4192-426-08	SUPPLIES - HI MATS-MOPS-HANDLES/HISTORY	000000	165.77
		I-2449653	101-4192-426-11	SUPPLIES - PA MOPS-BAGS-BUTTONS/PARKS	000000	52.12
		I-2449663	101-4192-426-07	SUPPLIES - FI BAGS-MOPS-LINEN/FIRE HALL	000000	30.09
		I-9450305	101-4192-426-12	SUPPLIES - PA MOPS-HANDLES-MATS/PAVILION	000000	95.96
01-1652	BLOOMERS FLOWERS & GIFT					
		I-29412	101-4192-426-10	SUPPLIES - LI (4) LG FLOWER POTS/LIBRARY	000000	156.50
		I-29412	101-4192-426-08	SUPPLIES - HI (4) LG FLOWER POTS/HISTORY	000000	156.50
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-697064	101-4192-425-06	REPAIRS - DAY GREASE FITTINGS/GRANDSTANDS	000000	20.20
		I-32-697152	101-4192-425-04	REPAIRS - CIT HI POWER V BELT/CITY HALL	000000	17.28
01-1827	MS MAIL & MARKETING					
		I-8263	101-4192-422	PROFESSIONAL ENVELOPES, TIME SHEETS	000000	550.00
01-2177	PITNEY BOWES					
		I-3300674738	101-4192-422-04	PROFESSIONAL QTRLY LEASE FEE	000000	237.93
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV039166	101-4192-422-10	PROFESSIONAL TEAR DOWN BOILER/LIBRARY	000000	299.25
		I-SRV039167	101-4192-422-12	PROFESSIONAL- TEAR DOWN BOILERS/PAVILION	000000	319.25
		I-SRV039284	101-4192-425-04	REPAIRS - CIT LOW FREON-REPAIRS-TRIPPING/CH	000000	379.27
		I-SRV039607	101-4192-425-01	REPAIRS - ADA UNIT FREEZING UP-REPAIR-CK/AH	000000	527.78
		I-SRV039612	101-4192-422-17	PROFESSIONAL- CK CHARGES ON CHILLER/MUSEUM	000000	416.25

PACKET: 03824 07/19/2016 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3342	RASMUSSEN MECHANICAL SE	continued				
	I-SRV039613	101-4192-425-07	REPAIRS - FIR TROUBLESHOOT ISSUE-CK COOL/FH	000000	95.00	
	I-SRV039614	101-4192-425-13	REPAIRS - REC REPAIRED LEAK-CK PRESSURE/REC	000000	893.49	
01-3709	ABSOLUTE LOG HOMES AND					
	I-6347	101-4192-425-06	REPAIRS - DAY (32) 8" X 6" DOWELS/GRANDSTAND	000000	93.71	
01-3964	CONVERGINT TECHNOLOGIES					
	I-W295255	101-4192-425-01	REPAIRS - ADA REPLACE ALARM PANEL/ADAMS H	000000	1,645.28	
01-3975	FIRST NATIONAL CREDIT C					
	I-06-24-16 CC KRUZEL	101-4192-425-06	REPAIRS - DAY REPAIRS - BULBS	000000	50.95	
	I-06-24-16 CC KRUZEL	101-4192-425-13	REPAIRS - REC DELAY ON BREAK TIMER	000000	23.75	
	I-06/24/19 CC TRIDLE	101-4192-425-13	REPAIRS - REC FLOW SWITCH	000000	299.04	
01-3977	ACE HARDWARE OF LEAD					
	I-000950	101-4192-425-06	REPAIRS - DAY COVER SQ BOX /GRANDSTAND	000000	2.79	
DEPARTMENT 192 PUBLIC BUILDINGS					TOTAL:	10,353.12
01-0510	GOLDEN WEST TECHNOLOGIE					
	I-304787	101-4193-422	PROFESSIONAL OFFSITE BACKUP,EMAIL SECUR-JUN	000000	710.00	
	I-305806	101-4193-422	PROFESSIONAL OFFSIDE BACKUP,EMAIL SECURITY	000000	710.00	
	I-306061	101-4193-422	PROFESSIONAL ANNUAL I-WITNESS CHG(FIREWALL)	000000	1,920.00	
DEPARTMENT 193 DATA PROCESSING					TOTAL:	3,340.00
01-0467	CULLIGAN OF THE NORTHER					
	I-82755	101-4210-424	RENTALS BOTTLED WATER, CUPS - POLICE	000000	42.50	
	I-83686	101-4210-424	RENTALS WATER COOLER RENTAL - POLICE	000000	15.00	
01-0917	DEADWOOD DEVELOPMENT CO					
	I-50751-A	101-4210-422	PROFESSIONAL SHIPPING FEES - POLICE	000000	32.92	
01-1399	NEVE'S UNIFORMS, INC.					
	I-RP-037727	101-4210-422	PROFESSIONAL METH TEST KITS - POLICE DEPT	000000	81.21	
01-1424	SOUTHSIDE SERVICE					
	I-44441	101-4210-425	REPAIRS R & R THERMOSTAT - POLICE	000000	153.45	
	I-44465	101-4210-425	REPAIRS R & R GASKET - POLICE	000000	46.00	
	I-44498	101-4210-425	REPAIRS R & R SPARK PLUGS - POLICE	000000	308.80	
	I-44535	101-4210-425	REPAIRS SERVICE ENGINE, FILTER - POLICE	000000	89.65	
01-1509	JUNEKS SERVICE					
	I-6007607	101-4210-425	REPAIRS RPLCD FUEL RAIL, INJECTOR-POLIC	000000	1,294.76	
01-2402	MERTENS, KENNETH					

PACKET: 03824 07/19/2016 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2402	MERTENS, KENNETH	continued				
		I-063016	101-4210-415	GROUP INSURAN REIMBURSEMENT	000000	293.72
				DEPARTMENT 210 POLICE	TOTAL:	2,358.01
01-0588	SD FEDERAL PROPERTY AGE					
		I-55374905	101-4221-434	MACHINERY/EQU TOOLS - FIRE DEPT	000000	39.50
01-0684	NORTHWEST PIPE FITTINGS					
		I-1104637	101-4221-426	SUPPLIES SUPPLY PARTS FOR HOSE - FIRE	000000	23.74
01-0782	JACOBS PRECISION WELDIN					
		I-23044	101-4221-426	SUPPLIES FLAT BARS, SQ TUBE - FIRE DEPT	000000	54.70
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-697583	101-4221-425	REPAIRS SOLID MILD STEEL - FIRE DEPT	000000	35.83
		I-32-697584	101-4221-425	REPAIRS FILTER, ELEMENT - FIRE DEPT	000000	70.35
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:		224.12
01-2243	MOHR, TRENT					
		I-2016 SDBOA DUES	101-4232-427	TRAVEL 2016 DUES SD BLDG OFF ASSOC/BI	000000	55.00
01-3975	FIRST NATIONAL CREDIT C					
		I-06-24-16 CC MOHR	101-4232-426	SUPPLIES HANGING FILE CLAMPS/BLDG INSP	000000	159.50
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	214.50
01-0206	SCHMIDT, WILLIAM					
		I-07-07-16 LEE STRT	101-4310-425	REPAIRS REMOVE, REPLACE CITY STEPS/STR	000000	1,697.00
01-0360	ABC BUSINESS SUPPLY					
		I-10431	101-4310-426	SUPPLIES (1) CASE COPY PAPER/STREETS	000000	42.00
01-0467	CULLIGAN OF THE NORTHER					
		I-75642	101-4310-426	SUPPLIES (3) 5 GAL BOTTLE WATER/STREETS	000000	19.50
		I-76737	101-4310-426	SUPPLIES (5) 5 GAL BOTTLE WATER/STREETS	000000	32.50
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-160500121	101-4310-422	PROFESSIONAL (2)PAGER-VOICEMAIL-JUN/STRTS	000000	33.18
		I-160610106	101-4310-422	PROFESSIONAL (2) PAGER AIRTIME-VM/STREETS	000000	34.18
01-0514	HILLS MATERIALS COMPANY					
		I-730545	101-4310-425	REPAIRS 1" DUST FREE BL BASE/STREETS	000000	739.45
		I-731430	101-4310-425	REPAIRS 1" DUST FREE BL BASE/STREETS	000000	301.93
		I-732114	101-4310-425	REPAIRS 1" DUST FREE BL BASE/STREETS	000000	1,316.10

PACKET: 03824 07/19/2016 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0514	HILLS MATERIALS COMPANY	continued				
		I-732818	101-4310-425	REPAIRS	1" DUST FREE BL BASE/STREETS	000000 147.87
		I-732910	101-4310-425	REPAIRS	1" DUST FREE BL BASE/STREETS	000000 444.44
01-0561	SD ONE CALL					
		I-SD16-1716	101-4310-422	PROFESSIONAL	FA-MESSAGE FEES LOCATES/STREET	000000 22.96
01-0575	SOUTHSIDE OIL					
		I-090360	101-4310-426	SUPPLIES	5501 GAL FUEL PURCHASE/STRTS	000000 12,707.31
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-49297	101-4310-426	SUPPLIES	9X12 BL/WHITE "TO CROSS"/STRTS	000000 35.00
01-0619	TWILIGHT FIRST AID & SA					
		I-39398	101-4310-426	SUPPLIES	OINTMENT-TABLETS-EYE PROT/ST	000000 251.36
01-1333	DEADWOOD ELECTRIC					
		I-21364	101-4310-426	SUPPLIES	COUPLING-PVC-FIRE CABLE/STRTS	000000 509.95
01-1348	EDDIE'S TRUCK CENTER, I					
		I-X201022846:01	101-4310-425	REPAIRS	AIRSPRING FOR WATER TANKER/ST	000000 67.48
01-1351	GREAT WESTERN TIRE, INC					
		I-1-201991	101-4310-425	REPAIRS	SERVICE CALL-FLAT REPAIR/STRTS	000000 119.50
01-1439	CHRIS SUPPLY COMPANY, I					
		I-810612	101-4310-425	REPAIRS	TRAFFIC SIGNAL SUPPLIES/STREET	000000 482.43
01-1493	SANITATION PRODUCTS, IN					
		I-036261	101-4310-426	SUPPLIES	GUTTER BROOM ELGIN SWPR/STRTS	000000 351.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-696124	101-4310-426	SUPPLIES	FUEL FILTERS/STREETS	000000 21.55
		I-32-696152	101-4310-425	REPAIRS	CIG LIGHTER WIRING/STREETS	000000 9.95
		I-32-696191	101-4310-425	REPAIRS	STANDARD MINI BULB/STREETS	000000 1.19
		I-32-696205	101-4310-426	SUPPLIES	THE RIGHT STUFF/STREETS	000000 21.23
		I-32-696315	101-4310-426	SUPPLIES	MECH FASTFIT GLOVES/STREETS	000000 120.15
		I-32-696339	101-4310-426	SUPPLIES	LAWSON SET UP SPEC ORDER/STR	000000 327.79
		I-32-696551	101-4310-426	SUPPLIES	SYNTHETIC H/D OIL/STREETS	000000 14.59
		I-32-697055	101-4310-426	SUPPLIES	MOLY EP SYN PLUS G/STREETS	000000 56.50
		I-32-697921	101-4310-425	REPAIRS	12 OZ A/C PRO/STREETS	000000 13.99
		I-32-697977	101-4310-426	SUPPLIES	TRIPLE TOW BAR/STREETS	000000 56.62
		I-32-697982	101-4310-426	SUPPLIES	MECH FASTFIT GLOVES/STRTS	000000 133.50
		I-32-698059	101-4310-425	REPAIRS	1/4 TUBULAR-GREY SOLDER/STRTS	000000 14.89
01-2688	ENVIRONMENTAL EQUIPMENT					
		I-12930	101-4310-426	SUPPLIES	(4) GUTTER BROOMS/STREETS	000000 251.32
01-2762	PARTSMASTER					

PACKET: 03824 07/19/2016 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2762	PARTSMASTER		continued			
		I-23038043	101-4310-426	SUPPLIES JOLE SAW MASTER COBALT KIT/STR	000000	172.44
01-3658	DHARMA TREE CARE, LLC					
		I-06-13-16 DEAD TREE	101-4310-422	PROFESSIONAL REMOVE DEAD TREE/STREETS	000000	1,750.00
01-3917	PLASTIC WORKS					
		I-381	101-4310-425	REPAIRS UHW ASPHALT TALL KITS/STRTS	000000	6,183.00
01-3974	HI-VIZ SAFETY WEAR, LLC					
		C-76740	101-4310-426	SUPPLIES PLAIN TSHIRTS RETURNED/STREETS	000000	46.45-
		I-76310	101-4310-426	SUPPLIES LOGO TSHIRTS-HOODIES/STREETS	000000	431.27
01-4018	TRAFFIC SERVICES COMPAN					
		I-3375	101-4310-422	PROFESSIONAL PORTABLE TRAFFIC SIGNAL/STRTS	000000	3,000.00
01-4019	LUMASTROBE					
		I-0026636-IN	101-4310-426	SUPPLIES LED SOLAR FLASHER/STREETS	000000	797.15
				DEPARTMENT 310 STREETS	TOTAL:	32,685.82
01-1380	WASTE CONNECTIONS, INC.					
		I-11983532	101-4320-422	PROFESSIONAL RESIDENTIAL SERVICES	000000	6,651.50
				DEPARTMENT 320 SANITATION	TOTAL:	6,651.50
01-0213	TRUGREEN CHEM-LAWN					
		I-49833465	101-4520-422	PROFESSIONAL LAWN SERVICE-ROTARY PARK/PKS	000000	73.50
01-0418	BLACK HILLS PIONEER					
		I-WEED NOTICE	101-4520-426	SUPPLIES WEED NOTICE TO RESIDENTS/PKS	000000	60.00
01-0467	CULLIGAN OF THE NORTHER					
		I-75643	101-4520-426	SUPPLIES (3) 5 GAL BOTTLE WATER/PARKS	000000	19.50
		I-83005	101-4520-426	SUPPLIES (4) 5 GAL BOTTLE WATER/PARKS	000000	26.00
		I-83473	101-4520-426	SUPPLIES (9) 5 GAL BOTTLE WATER/PARKS	000000	58.50
		I-83685	101-4520-426	SUPPLIES WATER COOLER RENTAL JULY/PARKS	000000	15.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-160500132	101-4520-422	PROFESSIONAL (2) PAGER-VOICEMAIL-JUN/PARKS	000000	34.22
		I-160610121	101-4520-422	PROFESSIONAL (2) PAGER AIRTIME-VM/PARKS	000000	35.22
01-0619	TWILIGHT FIRST AID & SA					
		I-39401	101-4520-426	SUPPLIES TABLETS-EYE PROT-SANITIZER/PKS	000000	147.55
01-1380	WASTE CONNECTIONS, INC.					
		I-11983388	101-4520-426	SUPPLIES DUMPSTER/PARKS	000000	336.00

PACKET: 03824 07/19/2016 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-696996	101-4520-426	SUPPLIES WEDGE - HD/PARKS	000000	11.64
		I-32-697004	101-4520-426	SUPPLIES MISC SUPPLIES/PARKS	000000	7.80
		I-32-697585	101-4520-425	REPAIRS IGNITION LOCK CYLINDER/PARKS	000000	30.04
01-1731	WHEELER LUMBER OPERATIO					
		I-1340-029893	101-4520-433	IMPROVEMENTS 4X4-20 FIR-NAPHTHENATE/PARKS	000000	786.98
01-1904	CAMPBELL SUPPLY					
		I-06-22-16 SUPPLIES	101-4520-426	SUPPLIES PUSHBROOM-RAKE/PARKS	000000	98.20
01-2069	BARCO PRODUCTS COMPANY					
		I-061601487	101-4520-426	SUPPLIES (4) CASES PET LITTER BAGS/PARK	000000	763.22
01-3346	REGIONAL HEALTH					
		I-177613C2296	101-4520-422	PROFESSIONAL TESTING	000000	50.00
01-3366	ROGERS CONSTRUCTION, IN					
		I-1821	101-4520-433-05	CIP WHITEWOOD WHITEWOOD CREEK CLEANUP/PARKS	000000	20,000.00
01-3424	BLACK HILLS URGENT CARE					
		I-12276	101-4520-422	PROFESSIONAL TESTING	000000	30.00
01-3785	TALLGRASS					
		I-2016-082	101-4520-433-05	CIP WHITEWOOD WHITEWOOD CREEK RESTORE/PKS	000000	2,860.00
01-3974	HI-VIZ SAFETY WEAR, LLC					
		C-76740	101-4520-426	SUPPLIES PLAIN TSHIRTS RETURNED/PARKS	000000	46.45-
		I-76310	101-4520-426	SUPPLIES LOGO TSHIRTS-HOODIES/PARKS	000000	215.64
01-3975	FIRST NATIONAL CREDIT C					
		I-06-24-16 CC KRUEL	101-4520-425	REPAIRS BULBS, SPOTLIGHTS	000000	77.98
01-3977	ACE HARDWARE OF LEAD					
		C-000957	101-4520-425	REPAIRS RETURN NIPPLE FITTING/PARKS	000000	29.50-
		I-000956	101-4520-426	SUPPLIES NIPPLE FITTINGS/PARKS	000000	40.85
		I-000958	101-4520-425	REPAIRS CEMENT-CLEANER-BUSHING/PARKS	000000	25.75
		I-000998	101-4520-425	REPAIRS UTILITY BOX-ADAPTER-PVC/PARKS	000000	9.45
		I-001051	101-4520-426	SUPPLIES CAP 1.5" SLIP/PARKS	000000	1.29
		I-001072	101-4520-426	SUPPLIES CLAMPS-PLUG-ADAPTR/PARKS	000000	10.34
		I-001257	101-4520-426	SUPPLIES BULB-WEED KILLER-HOOK&EYE/PKS	000000	48.93
		I-00974	101-4520-425	REPAIRS PVC NIPPLES-COUPPLINGS/PARKS	000000	17.80
DEPARTMENT 520 PARKS						TOTAL: 25,815.45
01-1786	PETTY CASH/HISTORIC PRE					
		I-063016	101-4640-426	SUPPLIES REIMBURSE PETTY CASH - P&Z	000000	60.00

PACKET: 03824 07/19/2016 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 640 PLANNING AND ZONING

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3314	CENTURY BUSINESS PRODUC					
		I-333193	101-4640-428	UTILITIES 06/09-07/08/16 CONTRACT	000000	490.89
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	550.89
				FUND 101 GENERAL FUND	TOTAL:	87,676.43

PAGE: 9

BANK: FNBAP

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT		
01-0467	CULLIGAN OF THE NORTHER	I-76412.	206-4550-426	SUPPLIES	WATER, CUPS - LIBRARY	000000	26.50	
01-0553	MONTANA DAKOTA UTILITIE	I-68250010003-JUN	206-4550-428	UTILITIES	NATURAL GAS - LIBRARY	000000	45.05	
01-1171	A & B BUSINESS SOLUTION	I-IN302243	206-4550-426	SUPPLIES	COPIER CONTRACT - LIBRARY	000000	42.34	
01-1562	MIDWEST TAPE	I-94102756	206-4550-434	BOOKS, MAPS A DVDs		000000	115.35	
01-1615	NATIONAL GEOGRAPHIC KID	I-051316	206-4550-434	BOOKS, MAPS A SUBSCRIPTION		000000	34.00	
01-1911	EMERY-PRATT COMPANY	I-578736	206-4550-434	BOOKS, MAPS A BOOKS		000000	21.70	
		I-597106	206-4550-434	BOOKS, MAPS A BOOKS		000000	43.62	
01-3282	OSBORN, JANET	I-071316	206-4550-424	CHILDREN'S PR REIMBS.-SUMMER READING SUPPLIE	000000		465.25	
				DEPARTMENT 550	LIBRARY	TOTAL:	793.81	
				FUND	206	LIBRARY FUND	TOTAL:	793.81

PACKET: 03824 07/19/2016 COMBINED

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
01-0223	COCA COLA BOTTLING HIGH	I-1839520	209-4510-426	SUPPLIES (5) 7 OZ CADDY PACK CUPS/REC	000000	100.00
01-0418	BLACK HILLS PIONEER	I-COMMUNITY PGS	209-4510-423	PUBLISHING COMMUNITY PAGE SPONSOR/REC	000000	10.00
01-0619	TWILIGHT FIRST AID & SA	I-39405	209-4510-426	SUPPLIES OINTMENT-BANDAGES-TABLETS/REC	000000	226.40
01-1380	WASTE CONNECTIONS, INC.	I-11983532	209-4510-426	SUPPLIES RESIDENTIAL SERVICES	000000	65.00
01-3346	REGIONAL HEALTH	I-177613C2296	209-4510-422	PROFESSIONAL TESTING	000000	50.00
01-3424	BLACK HILLS URGENT CARE	I-12276	209-4510-422	PROFESSIONAL TESTING	000000	60.00
01-3618	KDSJ 980 AM RADIO	I-16-06-027	209-4510-423	PUBLISHING SPONSOR BASEBALL GAMES/REC	000000	160.00
01-3648	NETWORK SERVICES COMPAN	I-275426-0	209-4510-426	SUPPLIES (1) CASE FACIAL TISSUE/REC CEN	000000	14.80
		I-275429-0	209-4510-426	SUPPLIES GLOVES-CLOROX/REC CENTER	000000	102.00
01-3964	CONVERGINT TECHNOLOGIES	I-110SNF212	209-4510-433	IMPROVEMENTS ACCESS CONTROL INSTALL/REC	000000	2,727.23
01-3975	FIRST NATIONAL CREDIT C	I-06/24/19 CC TRIDLE	209-4510-426	SUPPLIES COFFEE AND VINEGAR	000000	15.44
		I-06/24/19 CC TRIDLE	209-4510-422	PROFESSIONAL RED CROSS TRAINING	000000	70.00
01-3991	MIDCONTINENT TESTING LA	I-85434	209-4510-422	PROFESSIONAL COLIFORM TESTING/REC CENTER	000000	20.25
DEPARTMENT 510 REC CENTER TOTAL:						3,621.12
01-0660	LEAD CHAMBER OF COMMERCE	I-062416	209-4980-429	OTHER GOLD CAMP JUBILEE	000000	6,000.00
01-2444	NAJA SHRINERS	I-062116	209-4980-429	OTHER SHRINE CIRCUS - 2016 ALLOCATIO	000000	3,500.00
01-3309	THE LORD'S CUPBOARD	I-071116	209-4980-429	OTHER 2016 ALLOCATION	000000	2,500.00
DEPARTMENT 980 SPECIAL EVENTS TOTAL:						12,000.00
FUND 209 BED & BOOZE FUND TOTAL:						15,621.12

PAGE: 11

BANK: FNBAP

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1182	MACROVISION					
		I-2016-23	215-4572-235	VISITOR MGMT HP FACEBOOK APRIL-JUNE	000000	750.00
01-2886	PUMPHOUSE COFFEE					
		I-105	215-4572-235	VISITOR MGMT RE WORKSHOP CATERING	000000	194.10
01-3295	PANNIER					
		I-159258	215-4572-235	VISITOR MGMT FRANKLIN'S - PANELS	000000	929.20
01-3785	TALLGRASS					
		I-2016-084	215-4572-250	VISITOR MGMT DESIGN INTERPRETIVE SIGNS	000000	1,080.00
01-4023	BACHAND, JULIE					
		I-2016-01	215-4572-235	VISITOR MGMT HORSE TEAM FOR CHUCK WAGON	000000	150.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFO	TOTAL:	3,103.30

01-0917	DEADWOOD DEVELOPMENT CO					
		I-50751	215-4573-335	HIST. INTERP. UPS FREIGHT	000000	17.94
01-0951	DEADWOOD ALIVE					
		I-141.16	215-4573-345	HIST. INTERP. JULY 2016	000000	20,000.00
01-1006	SD MAGAZINE					
		I-061616	215-4573-325	HIST. INTERP. KEVIN AND BOB 2016 RENEW	000000	46.00
01-2014	TOMS, DON					
		I-8 OF 20	215-4573-335	HIST. INTERP. DATA ENTRY WELLS FUNERAL HOME	000000	780.00
01-2698	WWHA / WILD WEST HISTOR					
		I-071216	215-4573-325	HIST. INTERP. 2016/17 MEMBERSHIP	000000	60.00
01-3044	LAWRENCE CO. EQUALIZATI					
		I-070816	215-4573-340	HIST. INTERP. PICTOMETRY AERIAL IMAGERY 2016	000000	6,755.83
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	27,659.77

01-0776	ALBERTSON ENGINEERING,					
		I-10189	215-4575-515	GRANT/LOAN RE 2013-214H 50 VAN BUREN RET WAL	000000	60.00
		I-10191	215-4575-515	GRANT/LOAN RE 2015-189H 77 STEWART RET WALL	000000	60.00
		I-10192	215-4575-515	GRANT/LOAN RE 2014-314H 10 HARRISON ST RET W	000000	1,307.50
		I-10193	215-4575-515	GRANT/LOAN RE 2015-320H 336 WILLIAMS RET WAL	000000	962.50
		I-10194	215-4575-515	GRANT/LOAN RE 2015-391H 3 SHINE RET WLL	000000	2,145.36
		I-10196	215-4575-515	GRANT/LOAN RE 2015-392H 316 WILLIAMS	000000	1,541.25
01-4016	BUTTE CO. HISTORICAL SO					
		I-071916	215-4575-520	GRANT/LOAN PR 2016 OUTSIDE DWD GRANT	000000	2,600.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	8,676.61

PACKET: 03824 07/19/2016 COMBINED

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0039	SD STATE HISTORICAL SOC					
		I-HP2016-01	215-4576-640	PROFES. SERV. HPO 07-01-16/06-30-17	000000	55,500.00
01-2394	GUNDERSON, PALMER, NELS					
		I-69411	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	715.50
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						56,215.50
01-0514	HILLS MATERIALS COMPANY					
		I-726758	215-4577-735	CAPITAL ASSET ASPHALT	000000	1,262.70
01-0547	M&M SANITATION					
		I-30723	215-4577-795	CAPITAL ASSET TOILET FOR TREE CREW/FIREWISE	000000	110.00
01-0776	ALBERTSON ENGINEERING,					
		I-10190	215-4577-755	CAPITAL ASSET 2014-188H FREMONT RET WALL	000000	525.36
		I-10208	215-4577-755	CAPITAL ASSET 2014-186H CRESENT ST RET WALL	000000	11,556.74
		I-10209	215-4577-755	CAPITAL ASSET 2015-319H CITY STEPS 1 FOREST	000000	4,673.36
		I-10219	215-4577-755	CAPITAL ASSET 2014-187 RAYMOND RET WALL	000000	1,369.50
01-0782	JACOBS PRECISION WELDIN					
		I-23060	215-4577-735	CAPITAL ASSET WELDING RODEO GROUNDS	000000	120.25
01-0841	TSP, INC.					
		I-0050891	215-4577-810	CAPITAL ASSET WATER SYSTEM IMP/RWY 85 PROJEC	000000	4,106.56
01-1333	DEADWOOD ELECTRIC					
		I-21340	215-4577-735	CAPITAL ASSET 76 REALIGNMENT	000000	627.88
		I-21341	215-4577-735	CAPITAL ASSET 76 REALIGNMENT	000000	349.48
		I-21343	215-4577-735	CAPITAL ASSET 76 REALIGNMENT	000000	3,022.39
		I-21344	215-4577-735	CAPITAL ASSET 76 REALIGNMENT	000000	938.75
		I-21345	215-4577-735	CAPITAL ASSET 76 REALIGNMENT	000000	1,351.64
		I-21346	215-4577-735	CAPITAL ASSET PULL WIRE FROM MAIN TO VOLT	000000	7,103.33
		I-21361	215-4577-800	CAPITAL ASSET WIRE NEW DOOR AT '76/CAP ASSET	000000	122.39
		I-21362	215-4577-735	CAPITAL ASSET PULL WIRE GATE TO FOOTBALL FIE	000000	324.31
		I-21365	215-4577-735	CAPITAL ASSET SUPPLY MATERIAL	000000	996.85
01-1406	STRETCH'S GLASS & CUSTO					
		I-I026657	215-4577-800	CAPITAL ASSET 42" MAN DOOR BRONZE METAL/MUS	000000	6,887.00
01-1731	WHEELER LUMBER OPERATIO					
		I-029894	215-4577-735	CAPITAL ASSET LUMBER RODEO GROUNDS	000000	2,386.25
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D6526	215-4577-795	CAPITAL ASSET TREE-BRUSH CLEANUP/FIREWISE	000000	5,501.81
		I-C18D7037	215-4577-795	CAPITAL ASSET TREE CLEARING/FIREWISE	000000	2,746.46
01-3060	QUIK SIGNS					

PACKET: 03824 07/19/2016 COMBINED

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3060	QUIK SIGNS		continued			
		I-17648	215-4577-735	CAPITAL ASSET LAMINATED ORACAL SIGN/GRANDST	000000	353.90
01-3094	BOMGAARS					
		I-57184858	215-4577-810-01	CIP HWY 85-PO RAILROAD TIE FOR POWERHOUSE PA	000000	135.92
01-3751	CABLE COMMUNICATION SER					
		I-8098	215-4577-810	CAPITAL ASSET HWY 85 SURVEYING	000000	2,158.95
01-3785	TALLGRASS					
		I-2015-083	215-4577-810-01	CIP HWY 85-PO POWERHOUSE PARK CONST. ADMIN	000000	440.00
01-3879	MARKERTEK VIDEO SUPPLY					
		I-1281683	215-4577-735	CAPITAL ASSET CABLE FOR TVS TICKET BOOTH ETC	000000	1,466.92
01-3975	FIRST NATIONAL CREDIT C					
		I-06-24-16 CC KRUZEL	215-4577-730	CAPITAL ASSET AUTO TOILET FLUSH, CLAMP	000000	360.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						60,998.70
01-0340	MIDCONTINENT COMMUNICAT					
		I-28129	215-4641-428	UTILITIES 07/1-07/31 PHONE 3 SIEVER ST	000000	65.00
01-0467	CULLIGAN OF THE NORTHER					
		I-81754	215-4641-426	SUPPLIES HP - 4 WATER	000000	26.00
		I-82085	215-4641-426	SUPPLIES HP WATER COOLER RENTAL	000000	15.00
		I-83214	215-4641-426	SUPPLIES HP WATER	000000	19.50
		I-83684	215-4641-426	SUPPLIES HP WATER COOLER RENTAL	000000	15.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-304738	215-4641-422	PROFESSIONAL KEVIN ARCGIS	000000	55.00
		I-305242	215-4641-422	PROFESSIONAL HP - PW ARCGIS UPDATE	000000	289.00
01-1786	PETTY CASH/HISTORIC PRE					
		I-063016	215-4641-426	SUPPLIES REIMBURSE PETTY CASH - HP	000000	52.91
01-1827	MS MAIL & MARKETING					
		I-8254	215-4641-423	PUBLISHING BONNY BUSINESS CARDS	000000	32.50
		I-8257	215-4641-423	PUBLISHING JULY NEWSLETTER	000000	588.21
01-3223	QUICK TROPHY, LLC					
		I-70872	215-4641-426	SUPPLIES BONNY NAME PLATES	000000	33.79
01-3346	REGIONAL HEALTH					
		I-177613C2296	215-4641-422	PROFESSIONAL TESTING	000000	25.00
01-3373	AMAZON WEB SERVICES					
		I-76123002	215-4641-428	UTILITIES MM WEB SVCS 06/1-06/30/16	000000	310.07

PACKET: 03824 07/19/2016 COMBINED

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
01-3424	BLACK HILLS URGENT CARE					
		I-12276	215-4641-422	PROFESSIONAL TESTING	000000	30.00
01-3558	DEADWOOD HISTORY, INC.					
		I-201660	215-4641-423	PUBLISHING TRAIL OF JACK MCCALL AD	000000	122.50
01-3975	FIRST NATIONAL CREDIT C					
		I-071316	215-4641-427	TRAVEL FUEL - MURDO 5/26	000000	52.45
		I-071316	215-4641-427	TRAVEL FUEL - MITCHELL 5/27	000000	39.31
		I-071316	215-4641-427	TRAVEL FUEL - KADOKA 5/27	000000	48.60
		I-071316	215-4641-427	TRAVEL HOLIDAY INN HOTEL 5/27	000000	98.07

DEPARTMENT 641 OFFICE HIST. PRES. TOTAL: 1,917.91

FUND 215 HISTORIC PRESERVATION TOTAL: 158,571.79

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3900	PHIL'S ELECTRIC					
		I-185	216-1310	DUE FROM OTHE WORK DONE- 160 CHARLES - ALLEN	000000	8,265.32
01-4004	VISIONS HOME IMPROVEMEN					
		I-774643	216-1310	DUE FROM OTHE WORK DONE- 160 CHARLES- ALLEN	000000	970.29
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						9,235.61
01-1496	LAWRENCE CO. REGISTER O					
		I-070816	216-4653-960	CLOSING CO REC FEE/SAT- OBERLANDER	000000	30.00
		I-071116	216-4653-960	CLOSING CO REC FEE-3 RODENHAUS-GORDER	000000	30.00
		I-071116A	216-4653-960	CLOSING CO REC FEE-33 1/2 JACKSON- JULIUS	000000	30.00
		I-071216	216-4653-960	CLOSING CO REC FEE/SAT -1 FOREST- BERG	000000	30.00
		I-071216A	216-4653-960	CLOSING CO REC FEE/SAT-170 PLEASANT- FOSS	000000	60.00
		I-071216B	216-4653-960	CLOSING CO REC FEE/SAT-15 DENVER-LITTLE	000000	30.00
01-2394	GUNDERSON, PALMER, NELS					
		I-69411	216-4653-422	PROFESSIONAL LEGAL SERVICES	000000	45.00
01-3195	VECCHI, GREG					
		I-10453	216-4653-962-04	SIDING GRANT WORK -19 CENTENNIAL- VECCHI	000000	560.00
01-3555	DAVE STAFFORD ARCHITECT					
		I-I16-234	216-4653-962-05	FACADE EASEME WORK -650 MAIN- BERG FACADE	000000	9,304.15
01-3953	B.S. REMODELING					
		I-586113	216-4653-962-01	SPECIAL NEEDS WORK DONE-462 WILLIAMS- BERGEN	000000	3,420.00
		I-586114	216-4653-962-01	SPECIAL NEEDS WORK DONE-462 WILLIAMS-BERGEN	000000	837.50
01-4000	BLACK HILLS BUILDERS, I					
		I-2016016	216-4653-962-04	SIDING GRANT WORK - 158 CHARLES - ANDERSON	000000	2,334.75
01-4025	PONTIUS, JAMES					
		I-06152016	216-4653-962-04	SIDING GRANT WORK-118 CHARLES-PONTIUS	000000	447.30
		I-07062016	216-4653-962-03	WINDOWS GRANT WORK-WINDOWS-118 CHARLES-PONTI	000000	824.31
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						17,983.01
				FUND	216	REVOLVING LOAN
						TOTAL:
						27,218.62

PACKET: 03824 07/19/2016 COMBINED

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
01-1168	KADRMAS LEE & JACKSON,	I-10071226	544-4370-422	PROFESSIONAL ST AMBROSE CEM PHASE I ADD FIN 000000		24,650.00
DEPARTMENT 370 ST. AMBROSE						TOTAL: 24,650.00
FUND 544 ST. AMBROSE PROJECT						TOTAL: 24,650.00

PACKET: 03824 07/19/2016 COMBINED

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0360	ABC BUSINESS SUPPLY					
		I-10383	602-4330-426	SUPPLIES HEAVY WEIGHT SHEET PROTECT/WTR	000000	11.32
01-0539	LEAD-DEADWOOD SANITARY					
		I-063016	602-4330-422	PROFESSIONAL PUBLIC BLDGS USAGE - JULY	000000	782.91
		I-070116	602-4330-422	PROFESSIONAL EQR & USAGE CHARGE - JUN	000000	32,182.49
01-0561	SD ONE CALL					
		I-SD16-1716	602-4330-422	PROFESSIONAL FA-MESSAGE FEES LOCATES/WATER	000000	22.96
01-0684	NORTHWEST PIPE FITTINGS					
		I-1101829-1	602-4330-426	SUPPLIES COMP X FIP ADAPTER/WATER	000000	18.25
		I-1105225-1	602-4330-426	SUPPLIES STEM-BONNET-WEATHER O-RING/WTR	000000	235.50
		I-1106384	602-4330-426	SUPPLIES MEGALUG RESTRAINT-PLUG/WATER	000000	160.28
01-1827	MS MAIL & MARKETING					
		I-8257-A	602-4330-426	SUPPLIES UTILITY BILLS MAILING	000000	250.39
01-3915	A&L CONTRACTORS					
		I-07-06-16 BURLINGTO	602-4330-433	IMPROVEMENTS BURLINGTON WATERMAIN SVCS/WTR	000000	38,716.32
01-3974	HI-VIZ SAFETY WEAR, LLC					
		C-76740	602-4330-426	SUPPLIES PLAIN TSHIRTS RETURNED/WATER	000000	46.45-
		I-76310	602-4330-426	SUPPLIES LOGO TSHIRTS-HOODIES/WATER	000000	215.64
01-3977	ACE HARDWARE OF LEAD					
		I-001225	602-4330-426	SUPPLIES MANIFOLD 4WAY SHUT OFF/WATER	000000	58.97
		I-001240	602-4330-426	SUPPLIES COUPLER-HOSE ADAPTERS/WATER	000000	21.47
DEPARTMENT 330 WATER						TOTAL: 72,630.05
FUND 602 WATER FUND						TOTAL: 72,630.05

PAGE: 18

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3346	REGIONAL HEALTH	I-177613C2296	607-4580-422	PROFESSIONAL TESTING	000000	25.00
01-3366	ROGERS CONSTRUCTION, IN	I-1824	607-4580-422	PROFESSIONAL CLEAR, REMOVE TREES, DEBRIS/MM	000000	25,000.00
01-3424	BLACK HILLS URGENT CARE	I-12276	607-4580-422	PROFESSIONAL TESTING	000000	30.00
01-3785	TALLGRASS	I-2016-081	607-4580-422	PROFESSIONAL CONSTRUCTIO ADMINISTRATION/ MM	000000	337.50
				DEPARTMENT 580 MT. MORIAH	TOTAL:	25,392.50
				FUND 607 MT MORIAH CEMETERY OPERATTOTAL:		25,392.50

PACKET: 03824 07/19/2016 COMBINED

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
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-697895	610-4360-425	REPAIRS	CHEM.VULCANIZER - TROLLEY	000000 15.67
01-3346	REGIONAL HEALTH					
		I-177613C2296	610-4360-422	PROFESSIONAL	TESTING	000000 25.00
01-3424	BLACK HILLS URGENT CARE					
		I-12276	610-4360-422	PROFESSIONAL	TESTING	000000 30.00
01-3712	PASSPORT PARKING, INC.					
		I-3609	610-4360-422	PROFESSIONAL	MOBILE PAY - METERS	000000 101.25
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						171.92
01-0467	CULLIGAN OF THE NORTHER					
		I-82998	610-4361-426	SUPPLIES	SALT - TROLLEY	000000 8.25
		I-83687	610-4361-426	SUPPLIES	SOFTENER RENTAL - TROLLEY	000000 22.00
01-0545	LYNN'S DAKOTA MART					
		I-0016 -27062016	610-4361-426	SUPPLIES	24 PK WATER - TROLLEY	000000 30.00
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-45544	610-4361-425	REPAIRS	RPLCD FRONT BRAKES - TROLLEY	000000 1,131.44
		I-1-45547	610-4361-426	SUPPLIES	REPLACED BATTERIES - TROLLEY	000000 613.48
		I-1-45561	610-4361-426	SUPPLIES	RPLCD FRONT SHOCKS - TROLLEY	000000 373.48
01-0619	TWILIGHT FIRST AID & SA					
		I-39402	610-4361-426	SUPPLIES	FIRST AID SUPPLIES - TROLLEY	000000 95.55
01-1348	EDDIE'S TRUCK CENTER, I					
		I-X201021830:01	610-4361-426	SUPPLIES	TIE ROD ASSEMBLY - TROLLEY	000000 309.49
		I-X201022916:01	610-4361-426	SUPPLIES	ALTERNATOR - TROLLEY	000000 1,140.00
01-1515	RAPID DELIVERY					
		I-326419	610-4361-426	SUPPLIES	DELIVERY FEE - TROLLEY	000000 12.08
		I-327194	610-4361-426	SUPPLIES	DELIVERY FEE-EDDIE'S / TROLLEY	000000 14.38
		I-327195	610-4361-426	SUPPLIES	DELIVERY FEE-EDDIE'S /TROLLEY	000000 14.38
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-696312	610-4361-426	SUPPLIES	SEAT CUSHIONS - TROLLEY	000000 151.37
		I-32-696489	610-4361-426	SUPPLIES	AIR FILTERS - TROLLEY	000000 36.08
		I-32-696492	610-4361-426	SUPPLIES	UNION - TROLLEY	000000 5.64
		I-32-697029	610-4361-426	SUPPLIES	HOOR METER - TROLLEY	000000 66.52
		I-32-697254	610-4361-426	SUPPLIES	FILTERS, FREON, RECHG - TROLLEY	000000 69.27
		I-32-697419	610-4361-426	SUPPLIES	BELTS - TROLLEY	000000 45.34
		I-32-697654	610-4361-426	SUPPLIES	FLOOR DRI, AWG HEAT - TROLLEY	000000 71.45
		I-32-698127	610-4361-426	SUPPLIES	OIL, COOLANT, PLUGS - TROLLEY	000000 62.64

PACKET: 03824 07/19/2016 COMBINED

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1654	CHEMSEARCH					
		I-2366948	610-4361-426	SUPPLIES SPARKLE AEROSOL - TROLLEY	000000	168.94
01-2174	SPECIALTY VEHICLES					
		I-26676	610-4361-426	SUPPLIES LIGHT MODULE - TROLLEY	000000	119.83
01-3346	REGIONAL HEALTH					
		I-177613C2296	610-4361-422	PROFESSIONAL TESTING	000000	50.00
01-3424	BLACK HILLS URGENT CARE					
		I-12276	610-4361-422	PROFESSIONAL TESTING	000000	60.00
01-3526	HEAVENLY REPAIRS LLC/TO					
		I-6292016-12	610-4361-426	SUPPLIES TOWING FEE - TROLLEY	000000	298.00
		I-762016-1	610-4361-426	SUPPLIES TOW TO S.PETERSON MTRS-TROLLEY	000000	453.50
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						5,423.11
FUND 610 PARKING/TRANSPORTATION TOTAL:						5,595.03

PACKET: 03824 07/19/2016 COMBINED

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-49237	611-4362-426	SUPPLIES PARKING RAMP SIGNS	000000	100.50
01-3297	KNIGHT SECURITY					
		I-P11916	611-4362-425	REPAIRS REPAIR JUNCTION BOX 4TH FL/RAM	000000	250.00
01-3346	REGIONAL HEALTH					
		I-177613C2296	611-4362-422	PROFESSIONAL TESTING	000000	25.00
01-3424	BLACK HILLS URGENT CARE					
		I-12276	611-4362-422	PROFESSIONAL TESTING	000000	30.00
DEPARTMENT 362 MAIN STREET RAMP					TOTAL:	405.50

FUND 611 MAIN STREET RAMP					TOTAL:	405.50

7/15/2016 10:57 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

PACKET: 03824 07/19/2016 COMBINED

VENDOR SET: 01

FUND : 701 RUBBLE SITE

DEPARTMENT: 324 RUBBLE SITE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2221	SD DEPT. OF LABOR					
		I-063016	701-4324-411	SALARIES UNEMP/TISDALL-2ND QTR/RUBBLE	000000	1,305.00
			DEPARTMENT 324	RUBBLE SITE	TOTAL:	1,305.00
			FUND	701 RUBBLE SITE	TOTAL:	1,305.00

PACKET: 03824 07/19/2016 COMBINED

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGNCY

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-071216	723-4000-429	OTHER	CITY SLOTS - PYMT 1, YR 2	000000	99,625.00
DEPARTMENT 000 NON-DEPARTMENTAL						TOTAL:	99,625.00
FUND 723 NICKEL SLOT PAYMENT AGNCY						TOTAL:	99,625.00

PACKET: 03824 07/19/2016 COMBINED

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-060216	725-3000-699	MISC. REVENUE STAGE RUN TIF PAYMENT	000000	3,835.51
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	3,835.51
			FUND	725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	3,835.51
					REPORT GRAND TOTAL:	523,320.36

7-18-16
SD

BROADWAY PARKING STRUCTURE LEASE AGREEMENT

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

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

I.

The term of this lease shall be twelve (12) months. Commencing January 1, 2016, through December 31, 2016. The parties acknowledge and agree GDL, its employees, representatives and invitees may use the parking spaces twenty-four hours, seven (7) days per week.

II.

In accordance with the rates established by CITY for the Broadway Parking Structure, GDL agrees to pay to CITY as rent the sum of Sixty Dollars (\$60.00) for each parking space, for a total of Seven Thousand Two Hundred (\$7,200.00) per month. The rental amount set forth in this paragraph shall be due and payable on or before the 1st day of January 2016, and on the first day of each month following through December, 2016.

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

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

III.

GDL, in addition to these rented spaces, validates parking of customers in the Broadway Parking Structure via City validation machine #2. Such validations are submitted to CITY and CITY invoices such to GDL by the 10th of every month. Should these invoices not be paid in full by the end of the same month invoiced by CITY, CITY shall not honor such validations in the following month until such time as the account is made current. GDL agrees it is entitled to no further notice under this section.

IV.

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

V.

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

this Lease Agreement, and that it shall use the Broadway Parking Structure at its own risk and responsibility.

VI.

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

VII.


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

Dated this 19th day of January, 2016.

CITY OF DEADWOOD


Charles Turbiville, Mayor

ATTEST:


Mary Jo Nelson
Finance Officer



Dated this 25 day of January, 2016.

Gold Dust Lodging

By: Amber Diers
Its: General Manager

By: Amber Diers

Its: General Manager

State of South Dakota)
) SS
County of _____)

On this ____ day of January, 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 they 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 PLANNING,
ZONING AND HISTORIC
PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084

DEADWOOD

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

7-18-16
5E
Robert E. Nelson Jr
City Planner
Telephone: (605) 578-2082
Fax: (605) 578-2084
robj@cityofdeadwood.com

Memorandum

Date: 7/14/16
To: Deadwood City Commission
From: Bob Nelson, Jr., Zoning Administrator/City Planner
Re: Panel Sign – History Center Signage

Mayor and Commissioners:

This memo is intended to provide you with some information on the panel sign that used to be located in the History and Information Center Parking Lot. I am providing you with history of the sign, information about the sign and additional information about signage options.

- Installed in 2006 to assist businesses during Strawberry Hill (HWY 385) reconstruction and intended to be temporary.
- SDDOT has requested numerous times since 2007 the sign be removed or relocated to meet DOT regulations.
- The panel sign was illegal both by City Ordinance and SDDOT regulations.
- During the development of the City Wayfinding program a plan was put in place to replace the non-compliant sign with a compliant wayfinding sign.
- Over the course of the last two years businesses desiring to be added to the sign or replace closed businesses were informed the sign would be removed as the wayfinding signage was installed.
- The sign was removed and salvaged by the City of Deadwood and is currently stored at the public works department. The sign is still in the same condition as it was when installed and if the businesses wish to have the sign it can be delivered to them.
- The sign from the City perspective is by ordinance considered an off-premise advertising sign and is illegal signage unless entirely in the DOT right-of-way and compliant with DOT sign regulations.
- The sign was recommended to be removed and changed to what the City has installed as part of Roger Brooks findings and suggestions through the Deadwood Revitalization Committee.

As the sign was removed I took several calls from businesses and I have begun to work with them to come up with alternative signage that is DOT and City compliant as well as achieve the results of the businesses desiring signage. In the time from the sign removal until today I have been researching DOT sign code and it appears there is an option for the businesses but this does not happen overnight. The City of Deadwood has a great working relationship with the SDDOT and this office would like to keep it that way which makes it vital that we follow the rules of the DOT.

I have included along with this memo an excerpt from the City Sign Code referencing off-premise advertising, Roger Brooks reference to the sign, a rendering of what the new sign looks like compared to the old sign, and information and facts about DOT allowed business signage.

I apologize for this issue coming before you as I felt this could be worked out without having to bring it to City Commission. I am more than willing to assist the businesses in interpreting the DOT sign regulations and making application with them for compliant signage. I am also comfortable in saying the signage recently installed achieves the goals of the City in providing direction to the visitor.

In regards to this issue I will proceed as directed from the City Commission whether it is to assist the businesses in making application for approved legal signage through the DOT or to let the businesses proceed on their own.

Print

Deadwood, SD Code of Ordinances

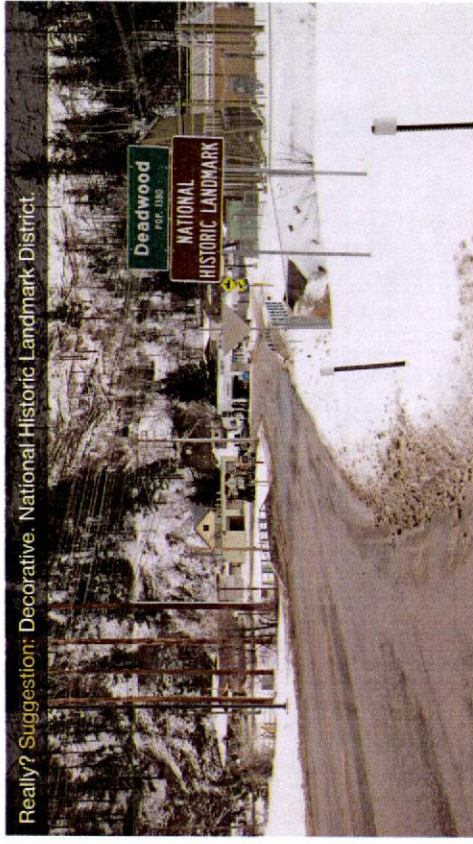
15.32.130 Disallowed signs.

The following signs are disallowed:

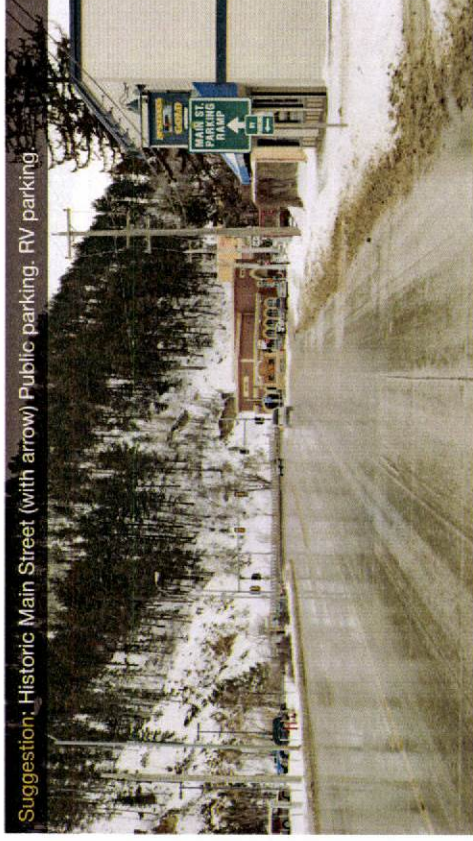
1. Structurally unsafe signs shall not be allowed.
2. Signs that obscure the vision of motorists shall not be allowed.
3. Signs that obscure necessary traffic signs and warning signs shall not be allowed.

4. Plastic signs shall not be allowed within the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)), unless the historical evidence for the location of the sign indicates that plastic is appropriate, pursuant to specific findings as set forth in section 15.32.210. Otherwise, plastic signs may be permitted pursuant to section 15.32.150.

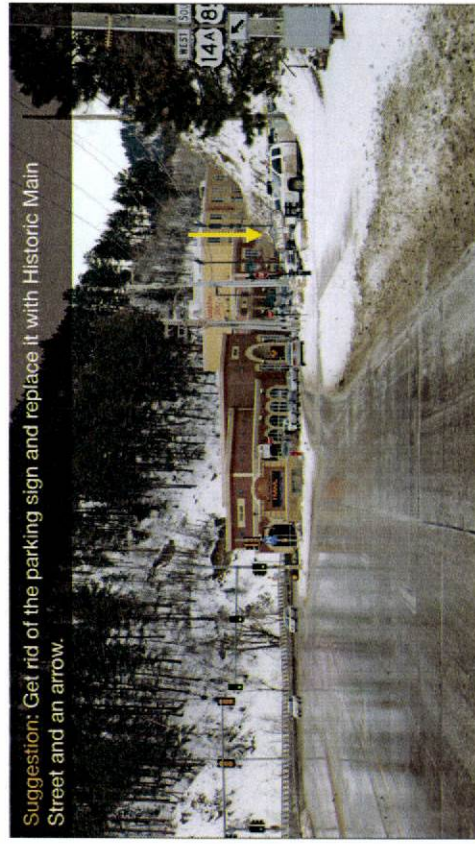
- ✱ 5. Off-premises advertising signs shall not be allowed, with the exception of billboards constructed outside the historic district as established by Ordinance No. 777 prior to January 1, 1992, which shall be permitted to remain. As an alternative to removal of billboards located within the historic district erected prior to January 1, 1992, such signs may be modified to comply with standards established by the sign review commission. Additionally, temporary directional signs which might otherwise be considered off-premises advertising signs may be allowed so long as a permit is obtained pursuant to this chapter, subject to the following limitations:
- a. no such signs within the historic district as established by Ordinance No. 777;
 - b. outside the historic district as established by Ordinance No. 777, but within the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)), so long as such sign is no larger than five (5) square feet and placement of such sign is limited to ninety (90) days; and
 - c. outside the Landmark District so long as such sign is no larger than twelve (12) square feet and placement of such sign is limited to one hundred eighty (180) days.
6. Signs shall not be allowed that have visible moving, revolving, or rotating parts or visible mechanical movements of any description or other apparent visible movement achieved by electrical, electronic or mechanical means, or are designed to move upon being subject to wind or breeze; nor shall any sign have an optical illusion of movement by means of a design that presents an illusion of motion or changing of copy. Traditional barber poles and clocks shall not be subject to this requirement; however, such devices shall be included in determining the allowable sign area for a building or use.
7. No sign shall have lights or illumination that flashes, moves, rotates, scintillates, blinks, flickers, varies intensity of color or uses intermittent electrical or electronic pulsation; nor shall strings of light bulbs be used in connection with commercial premises for commercial purposes other than traditional holiday decorations.



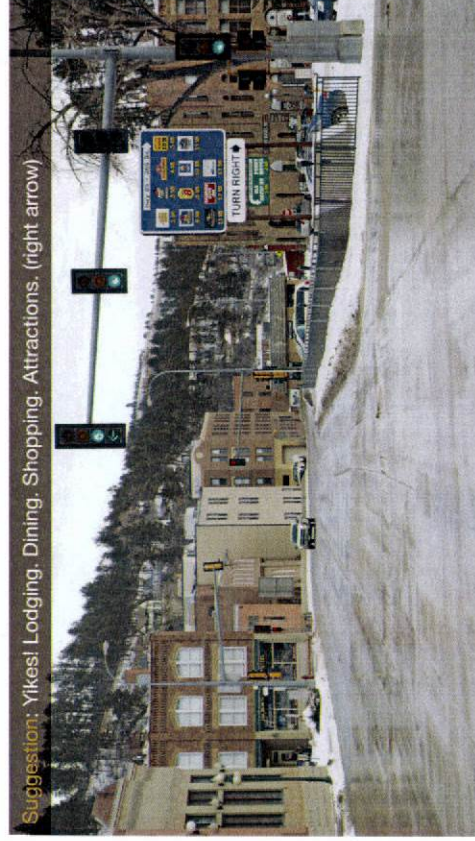
Really? Suggestion: Decorative. National Historic Landmark District



Suggestion: Historic Main Street (with arrow) Public parking. RV parking.



Suggestion: Get rid of the parking sign and replace it with Historic Main Street and an arrow.



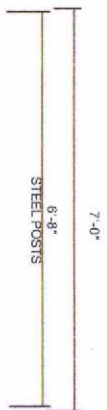
Suggestion: Yikes! Lodging, Dining, Shopping, Attractions, (right arrow)

Although the town of Deadwood is a National Historic Landmark, when visitors see this sign (top left), they wonder why. This doesn't look historic. Do everything you can to live up to the promise of looking like a National Historic Landmark, including your signage.

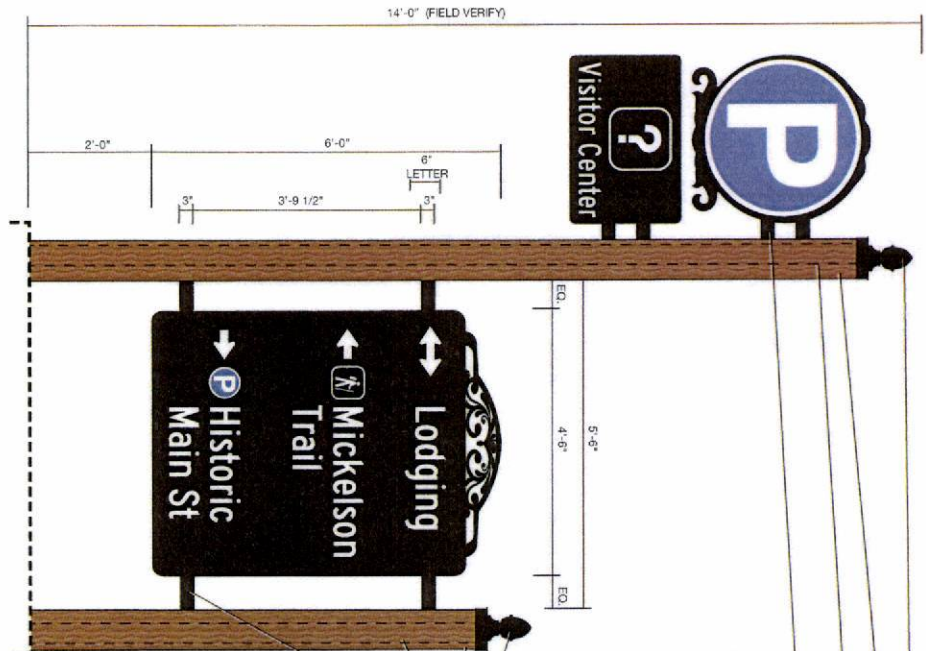
Improve your signage - instead of "Main Street Parking Ramp" (top right), have a sign stating "Historic Main Street" with an arrow. Add "Public Parking" with an arrow to the right, and "RV Parking" with an arrow to the left.

This is a good spot to introduce Historic Main Street (bottom left). Replace the "parking" sign with a "Historic Main Street" sign and arrow.

This amenities sign (bottom right) has too many items to be able to read easily while driving. Simplify. "Lodging, Dining, Shopping, Attractions;" with a right arrow.

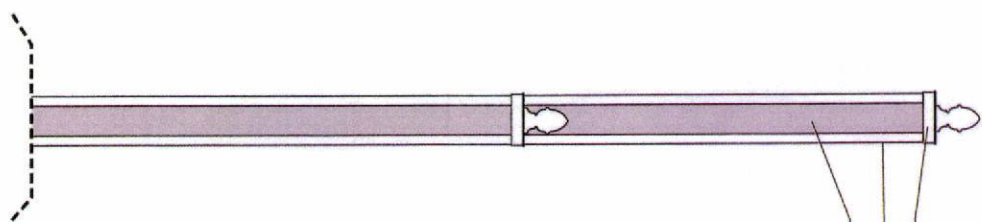


- FINAL AND POST CAP
 - 2" X 8" CEDAR
 - 4" X 6" STEEL TUBE BEYOND (EXISTING)
 - BRACKET FASTENED TO EXISTING STEEL POST, TYP.
- NOTE:
- EXISTING POSTS AND BRACKETS TO BE PAINTED BLACK



- FINAL AND POST CAP
- 2" X 8" CEDAR
- 4" X 6" STEEL TUBE BEYOND (EXISTING)
- BRACKET FASTENED TO EXISTING STEEL POST, TYP.

A LOCATION D0042
VEH4.00 SCALE: 1/2" = 1'-0"



- FINAL AND POST CAP
- 2" X 8" CEDAR
- 4" X 6" STEEL TUBE BEYOND (EXISTING)
- BRACKET FASTENED TO EXISTING STEEL POST, TYP.

B LOCATION D0042
VEH4.00 SCALE: 1/2" = 1'-0"



C LOCATION D0042 - EXISTING CONDITION
VEH4.00 SCALE: 1/2" = 1'-0"



BERBERICH DESIGN
PO Box 468
Hill City, SD 57745
Contact:
Ray Berberich
605-430-5170
ray@berberichdesign.com

Project:
City-Wide Vehicular
Wayfinding

Prepared for:
The City of Deadwood
Deadwood, South Dakota

Client Contact:
Kevin Kirchenbecker
Historic Preservation Officer
Department of Planning & Preservation
605-578-2082 Office
605-641-5568 Mobile
kevin@cityofdeadwood.com

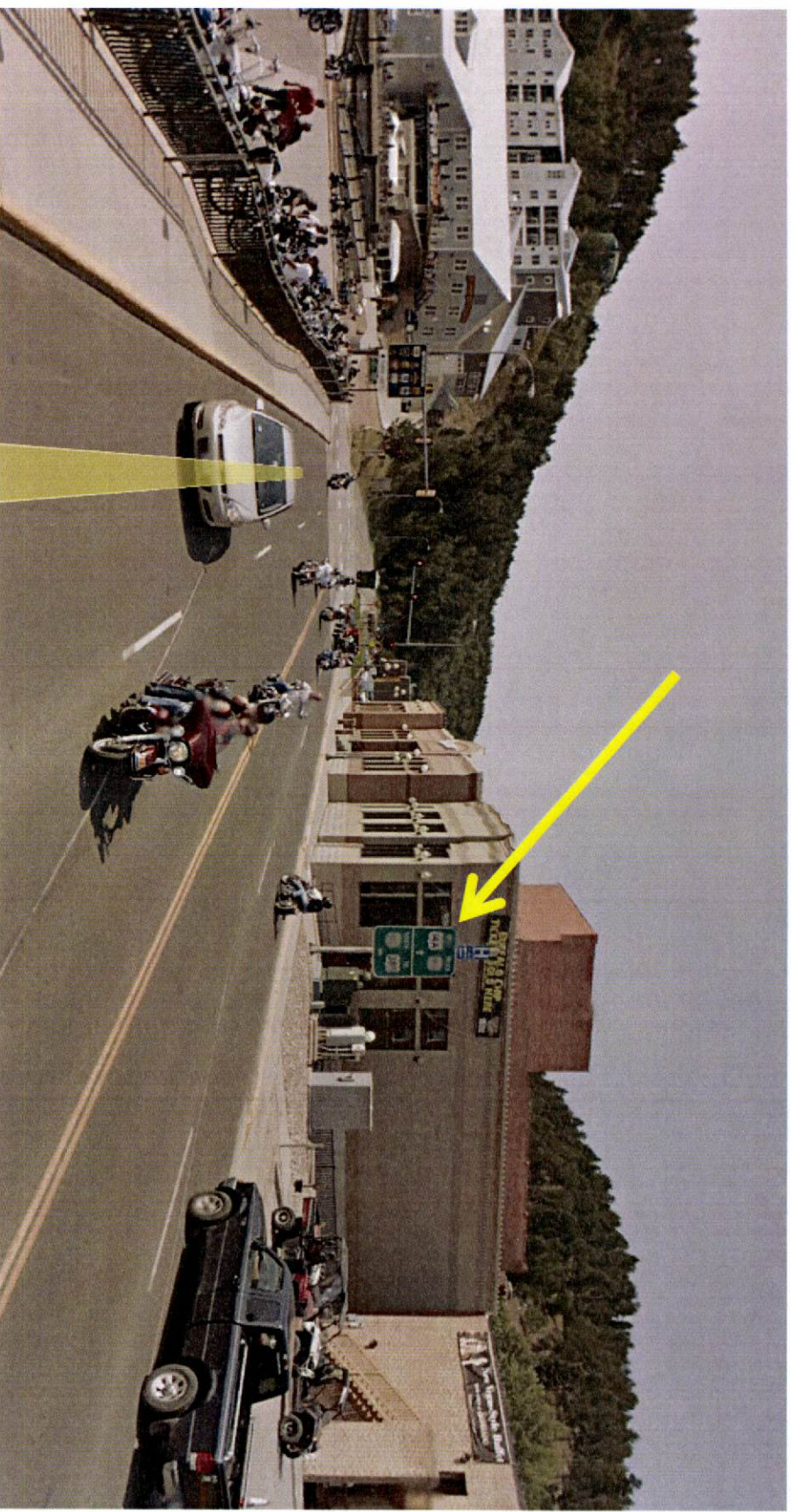
Date: 04/10/2016
Revisions:

The sole purpose of all drawings is to express visual design intent only and not intended for actual fabrication purposes. The user of these drawings is responsible for all fabrication, material, engineering methods, installation, network, printing and reproduction. Reproduction, reuse and sales rights regarding the drawings and design information are reserved by the designer. All drawings are under a confidential relationship. For a special purpose, and the recipient, by copy or introduction in whole or in part, to any person except for the purpose for which they were originally prepared, or for any other purpose, without the written consent of the designer, shall be deemed a breach of the confidential relationship and shall be subject to legal action.

Drawn by: RB
LOCATION
D0042

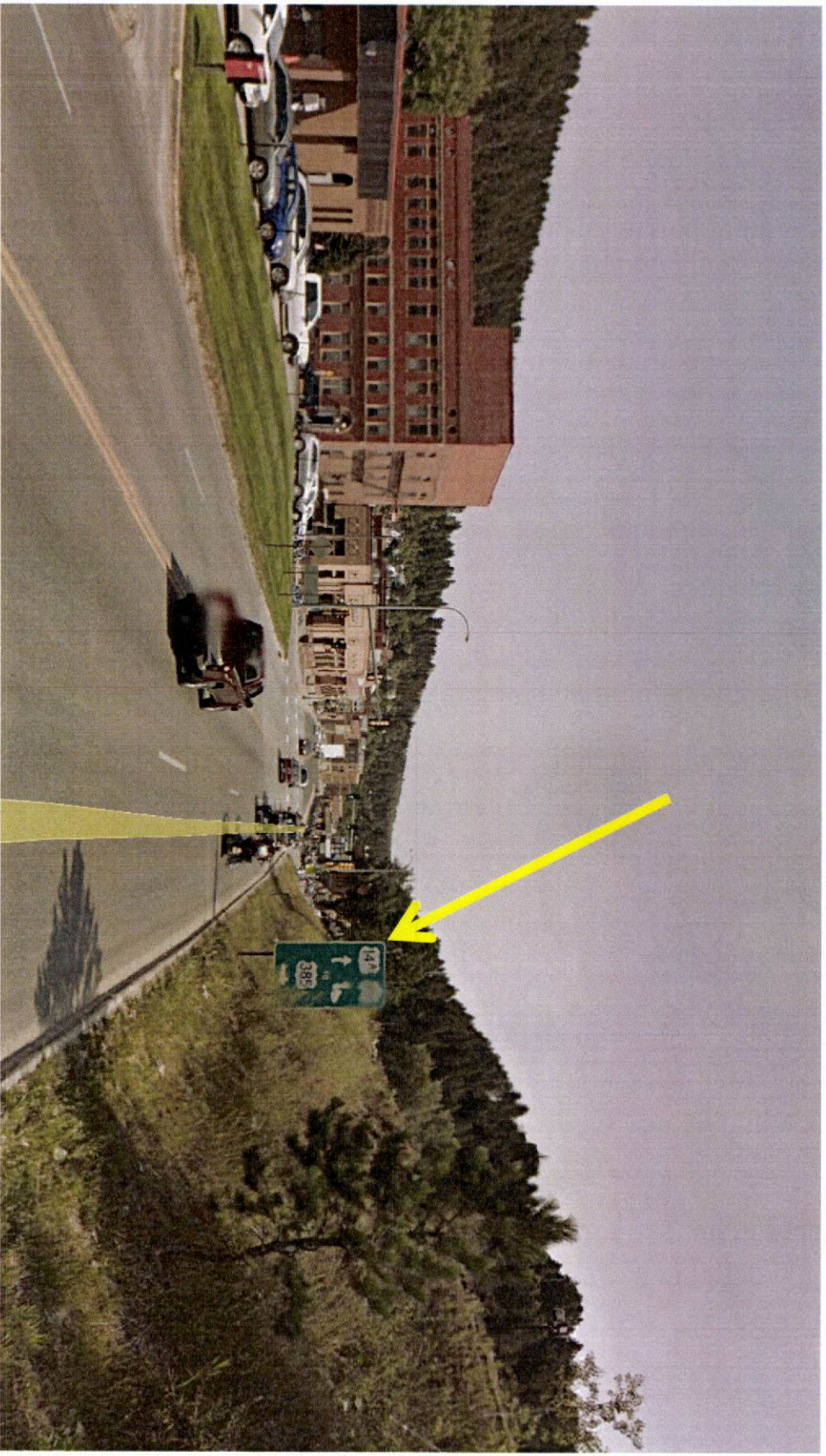
VEH4.00

Potential Signage



*Highway Interchange Sign Location that may work as a DOT Panel Sign if compliant with all DOT regulations

*Southbound location



*Highway Interchange Sign Location that may work as a DOT Panel Sign if compliant with all DOT regulations

*Northbound location

70:04:02:01. Definitions. Terms used in this chapter have the following meaning:

(1) "Advertiser," the owner or operator of a service for motorists;

(2) "Amusement," an activity that serves to entertain or please. The term includes the following: zoological or botanical parks; science centers offering learning environments, educational programs, or hands-on-exhibits; amusement parks offering water activities, entertainment rides, or live shows; and any stadium, sports complex, auditorium, fairground, or convention center that has a capacity of at least 5000 seats and that holds events on at least twenty days per year;

(3) "Attraction," a business of regional significance with the primary purpose of providing amusement, historical, cultural, or leisure activity to the public;

(4) "Business sign," a sign on a specific or supplemental information panel which shows the brand, symbol, trademark, or name of the service for motorists available near an intersection or interchange;

(5) "Commission," the South Dakota Transportation Commission;

(6) "Controlled access primary highway," a primary highway of four or more lanes with a raised, sunken, signed, marked, or striped dividing line separating traffic flowing in opposite directions, except at designated points where at-grade crossovers are provided or signs, markers, stripes, or other devices permit crossing;

(7) "Cultural," an activity that expresses the artistic or social aspects of culture or civilization. The term includes the following: museums, facilities for the performing arts, and social or cultural exhibits;

(8) "Department," the South Dakota Department of Transportation;

(9) "Historical," an activity or location relating to events in history. The term includes the following: areas of natural or scenic beauty or phenomena; and sites of national or regional significance determined by the South Dakota Historical Society or listed in the National Register of Historic Places and offering tours of educational information about the location for visitors;

(10) "Intersection," an at-grade crossing of a state, county, or urban federal aid highway system with a controlled access primary highway;

(11) "Legend," directional arrows, letters, and numbers used to show directions to and the type of services for motorists available;

(12) "Leisure," an activity or location that fosters ease or relaxation. The term includes the following: recreational areas offering cycling, boating, swimming, camping, fishing, hiking, skating, horseback riding, rock climbing, snow skiing, or snowmobiling; and licensed farm wineries producing a minimum of 500 gallons of wine per year on-site, and offering tours and educational information about wine processing to visitors;

(13) "Panel," a specific information panel;

(14) "Secretary," the secretary of the South Dakota Department of Transportation or an authorized representative;

(15) "Services for motorists," businesses furnishing gas, food, lodging, camping, or attractions as individual or combined services;

(16) "Specific information panel," a sign panel within the highway right-of-way which is located before a highway intersection or interchange exit ramp and which displays directional information and has one or more business signs mounted on the panel;

(17) "Supplemental information panel," a sign panel within the highway right-of-way which is located on, opposite, or at the terminus of an exit ramp and which displays directional information and has one or more business signs mounted on the panel; and

(18) "Supplemental panel," a supplemental information panel.

Source: 6 SDR 99, effective April 13, 1980; 11 SDR 22, effective August 12, 1984; transferred from § 70:01:06.02:01, effective November 1, 1986; 13 SDR 129, 13 SDR 134, effective July 1, 1987; 40 SDR 102, effective December 3, 2013.

General Authority: SDCL 31-29-80.1.

Law Implemented: SDCL 31-29-63(6), 31-29-80.1.

✱ **70:04:02:03. Location of panels -- Exception.** Panels may be located at all intersections and interchanges outside of urban areas on the interstate or other controlled access primary highways. They may be located within urban areas when they are necessary to direct traffic to an eligible service for motorists. They shall be located in the direction of travel in the following order: attractions, camping, lodging, food, and gas. Panels may not be located at intersections or interchanges where there is not a convenient reentry or where a driving hazard exists.

Source: 6 SDR 99, effective April 13, 1980; transferred from § 70:01:06.02:03, effective November 1, 1986; 13 SDR 129, 13 SDR 134, effective July 1, 1987; 40 SDR 102, effective December 3, 2013.

General Authority: SDCL 31-29-80.1.

Law Implemented: SDCL 31-29-63(6), 31-29-80.1.

70:04:02:06. Composition of panels. The criteria for composition of panels are as follows:

- (1) The panel must have a blue reflectorized background with a white reflectorized legend and border;
- (2) The panel must be large enough to incorporate the individual business signs;
- (3) At interchanges the legend must be in capital letters and numerals 10 inches high. The type of service for motorists followed by the exit number must be displayed in one line above the business signs;
- (4) At unnumbered interchanges, the directional legend NEXT RIGHT or NEXT LEFT or the directional legend SECOND RIGHT or SECOND LEFT must be substituted for the exit number;
- (5) If two exits are to be signed, the panel must consist of two sections, with the top section to be used for the first exit and the bottom section for the second exit. The name of the type of service for motorists followed by the exit number must be displayed in a line above the business signs in each section;
- (6) At intersections the legend must have capital letters and numerals 6 inches high. The type of service for motorists must be displayed above the business signs with a legend consisting of a directional arrow and the distance to the nearest one-tenth mile to the available service; and
- (7) The vertical spacing between business signs on panels may not exceed 8 inches. Horizontal spacing may not exceed 12 inches.

Source: 6 SDR 99, effective April 13, 1980; transferred from § 70:01:06.02:06, effective November 1, 1986; 13 SDR 129, 13 SDR 134, effective July 1, 1987; 18 SDR 148, effective March 26, 1992.

General Authority: SDCL 31-29-80.1.

Law Implemented: SDCL 31-29-63(6), 31-29-80.1.

70:04:02:08. Composition of supplemental panels. The criteria for the composition of supplemental panels are as follows:

(1) Supplemental panels shall have a blue reflectorized background with a white reflectorized legend and border;

(2) The legend shall be in capital letters and numerals six inches high;

(3) Directional arrows and the distance to the nearest one-tenth mile to the service for motorists shall be displayed on the supplemental panel; and

(4) The supplemental panels shall be large enough to incorporate the maximum number of business signs allowed.

Source: 6 SDR 99, effective April 13, 1980; transferred from § 70:01:06.02:08, effective November 1, 1986; 13 SDR 129, 13 SDR 134, effective July 1, 1987; 18 SDR 148, effective March 26, 1992; 40 SDR 102, effective December 3, 2013.

General Authority: SDCL 31-29-80.1.

Law Implemented: SDCL 31-29-63(6), 31-29-80.1.

70:04:02:12.01. Order of priority of panel types. If the number of service for motorist types exceeds the number of panels and supplemental panels allowed, priority shall be given to the services in the following order: gas, food, lodging, camping, and attractions.

Source: 40 SDR 102, effective December 3, 2013.

General Authority: SDCL 31-29-80.1.

Law Implemented: SDCL 31-29-80.1.

70:04:02:15. Combination of business signs on panel or supplemental panel. The criteria for the combination of a maximum of six business signs on a panel or supplemental panel are as follows:

(1) A panel or supplemental panel may include any combination of two types of services for motorists. However, a third type of service may be added to any panel or supplemental panel if the panel, prior to the addition of the third service type, contains four or less business signs and no more than two business signs for each service ;

(2) A maximum of four signs for each service for motorists available may be displayed in combination on a panel;

(3) The name of each type of service must be displayed on one line above its respective sign; and

(4) On panels the exit number, the directional legend NEXT RIGHT or NEXT LEFT, or the directional legend SECOND RIGHT or SECOND LEFT must be displayed above the names of the types of services displayed.

Source: 6 SDR 99, effective April 13, 1980; transferred from § 70:01:06.02:15, effective November 1, 1986; 13 SDR 129, 13 SDR 134, effective July 1, 1987; 18 SDR 148, effective March 26, 1992; 33 SDR 125, effective January 29, 2007.

General Authority: SDCL 31-29-80.1.

Law Implemented: SDCL 31-29-63(6), 31-29-80.1.

70:04:02:16. Composition, fabrication, and size of business signs. The criteria for the composition, fabrication, and size of business signs to be placed on panels and supplemental panels are as follows:

(1) Business signs shall be fabricated from reflective sheeting applied to aluminum backing having a minimum thickness of 0.063 inches. The sheeting must meet the requirements of ASTM Standard D4956 Type IV;

(2) Business signs not displaying a symbol or trademark shall have a blue reflectorized background with a white reflectorized legend and border;

(3) If business identification symbols or trademarks are used alone, the sign may be reproduced in the colors, shape, and design customarily used. See Figure 1 at the end of this chapter;

(4) Messages, symbols, and trademarks that resemble any official traffic control device are prohibited;

(5) The principal legend of a business sign shall be the same height as the directional legend on the panel. However, if a symbol or trademark is used alone, the principal legend shall be in proportion to the size of the symbol or trademark. See Figure 1 at the end of this chapter;

(6) Silk screen or direct application may be used to develop the sign face;

(7) Freehand painting may not be used on any part of the finished sign face;

(8) Business signs for panels at interchanges shall have a three-inch corner radius and, if used, a three-quarter inch border. Gas, food, lodging, camping, or attraction signs may be no more than 60 inches wide by 36 inches high and shall be contained in a rectangular area. See Figure 1 at the end of this chapter;

(9) Business signs for panels at intersections shall have a two-inch corner radius and, if used, a one-half inch border. They may be no more than 36 inches wide by 24 inches high and shall be contained in a rectangular area. See Figure 1 at the end of this chapter;

(10) Business signs for supplemental panels and trailblazing shall have a one and one-half inch corner radius and, if used, a three-eighths inch border. Gas, food, lodging, camping, or attraction signs may be no more than 30 inches wide by 18 inches high and shall be contained in a rectangular area. See Figure 1 at the end of this chapter; and

(11) There shall be a legend on the business sign on the supplemental panel which is a duplicate of the legend of the business sign on the panel;

(12) A business sign may not display the symbol, trademark, or name of more than one business.

Source: 6 SDR 99, effective April 13, 1980; transferred from § 70:01:06.02:16, effective November 1, 1986; 13 SDR 129, 13 SDR 134, effective July 1, 1987; 18 SDR 148, effective March 26, 1992; 40 SDR 102, effective December 3, 2013.

General Authority: SDCL 31-29-80.1.

70:04:02:17. Minimum eligibility requirements for services for motorists. The minimum eligibility requirements for services for motorists are as follows:

- (1) The services must have all licenses or permits required by state or local units of government at the time application is made for a business sign for a service for motorists permit;
- (2) The services must be open for business at least five days a week for four consecutive months;
- (3) The services must have parking accommodations to adequately meet the need of the business;
- (4) Gasoline services, in addition to subdivisions (1), (2), and (3) of this section, must have fuel, rest rooms, and must be available and be in continuous operation at least 16 hours a day;
- (5) Food services, in addition to subdivisions (1), (2), and (3) of this section, must be in continuous operation to provide two meals a day; and
- (6) Camping services, in addition to subdivisions (1), (2), and (3) of this section, must have potable water and modern sanitary facilities;
- (7) Attraction services, in addition to subdivisions (1), (2), and (3) of this section, must have drinking water and modern sanitary facilities, and adequate parking accommodations.

Amusement, cultural and historical attraction services must be open to all age groups.

Source: 6 SDR 99, effective April 13, 1980; transferred from § 70:01:06.02:17, effective November 1, 1986; 13 SDR 129, 13 SDR 134, effective July 1, 1987; 25 SDR 118, effective April 1, 1999; 40 SDR 102, effective December 3, 2013.

General Authority: SDCL 31-29-80.1.

Law Implemented: SDCL 31-29-63(6), 31-29-80.1.

70:04:02:17. Minimum eligibility requirements for services for motorists. The minimum eligibility requirements for services for motorists are as follows:

- (1) The services must have all licenses or permits required by state or local units of government at the time application is made for a business sign for a service for motorists permit;
- (2) The services must be open for business at least five days a week for four consecutive months;
- (3) The services must have parking accommodations to adequately meet the need of the business;
- (4) Gasoline services, in addition to subdivisions (1), (2), and (3) of this section, must have fuel, rest rooms, and must be available and be in continuous operation at least 16 hours a day;
- (5) Food services, in addition to subdivisions (1), (2), and (3) of this section, must be in continuous operation to provide two meals a day; and
- (6) Camping services, in addition to subdivisions (1), (2), and (3) of this section, must have potable water and modern sanitary facilities;
- (7) Attraction services, in addition to subdivisions (1), (2), and (3) of this section, must have drinking water and modern sanitary facilities, and adequate parking accommodations.

Amusement, cultural and historical attraction services must be open to all age groups.

Source: 6 SDR 99, effective April 13, 1980; transferred from § 70:01:06.02:17, effective November 1, 1986; 13 SDR 129, 13 SDR 134, effective July 1, 1987; 25 SDR 118, effective April 1, 1999; 40 SDR 102, effective December 3, 2013.

General Authority: SDCL 31-29-80.1.

Law Implemented: SDCL 31-29-63(6), 31-29-80.1.

70:04:02:18. Application procedure for business sign permit. The application procedure for a business sign permit for services for motorists on a panel and supplemental panel is as follows:

- (1) Application shall be made to the department on forms furnished by the department;
- (2) Applications for business signs at interchanges must be for both a panel and supplemental panel;
- (3) All applications shall be accompanied by a \$50 fee for each business sign requested. There is no application fee for a trailblazing sign;
- (4) The application fee is refundable if the application is not approved;
- (5) If the number of applications exceeds the number of business signs that can be installed at an interchange or intersection, the department shall give priority to the applicant whose service is nearest the ramp terminus or intersection by the most accessible route. To accomplish the priority, an existing permit may be canceled pursuant to § 70:04:02:19, but the permit shall stay in effect until the day preceding the anniversary date of notification that the business sign can be installed; and
- (6) Within 30 days after receipt of an application, the department shall notify an applicant whether or not the application has been approved.

Source: 6 SDR 99, effective April 13, 1980; 7 SDR 25, effective September 22, 1980; transferred from § 70:01:06.02:18, effective November 1, 1986; 13 SDR 129, 13 SDR 134, effective July 1, 1987; 18 SDR 148, effective March 26, 1992; 23 SDR 132, effective February 27, 1997; 40 SDR 102, effective December 3, 2013.

General Authority: SDCL 31-29-80.1, 31-29-80.2.

Law Implemented: SDCL 31-29-63(6), 31-29-80.1, 31-29-80.2.

70:04:02:19. Annual rental fees. The annual rental fee is \$155 for each business sign on a panel at an interchange, at an intersection, on a supplemental panel, and for any trailblazing sign located on a state highway.

All rental fees shall be paid within 60 days after the date of notification that the business sign can be installed or the permit will be revoked.

A permit shall be renewed each year on the anniversary date of notification that the business sign can be installed unless the permit is canceled in writing by the department or the permittee 30 days before the renewal date. Any cancellation by the department shall be based on subdivision 70:04:02:18(5). If the rental fee is not received 30 days before the date of renewal of a permit, the department shall revoke the permit and remove the sign.

Rental fees are not refundable.

Source: 6 SDR 99, effective April 13, 1980; 7 SDR 25, effective September 22, 1980; transferred from § 70:01:06.02:19, effective November 1, 1986; 13 SDR 129, 13 SDR 134, effective July 1, 1987; 18 SDR 148, effective March 26, 1992; 22 SDR 183, adopted June 30, 1996, effective January 1, 1997; 40 SDR 102, effective December 3, 2013.

General Authority: SDCL 31-29-80.1, 31-29-80.2.

Law Implemented: SDCL 31-29-63(6), 31-29-80.1, 31-29-80.2.

70:04:02:20. Furnishing, repairing, and installation of business signs. Business signs shall be furnished, repaired, and installed as follows:

(1) A permittee shall furnish and repair signs and the department shall install and remove signs on interstate and state highways;

(2) Original signs shall be delivered by the permittee to the point designated in a permit within 60 days after the date of notification that the business sign can be installed. Failure to deliver is cause for the revocation of a permit. The department shall install signs within 10 days after delivery;

(3) The department shall install repaired or replaced signs within 10 days after delivery;

(4) The department is not responsible for damaged signs;

(5) A sign shall be removed for repair or replacement within 10 days after notification by the permittee and shall be delivered by the department to the point designated in the permit; and

(6) The department may, at any time, remove a sign and return it to the permittee if it is damaged or in need of repair or maintenance.

Source: 6 SDR 99, effective April 13, 1980; 7 SDR 25, effective September 22, 1980; transferred from § 70:01:06.02:20, effective November 1, 1986; 13 SDR 129, 13 SDR 134, effective July 1, 1987; 40 SDR 102, effective December 3, 2013.

General Authority: SDCL 31-29-80.1.

Law Implemented: SDCL 31-29-63(6), 31-29-80.1.

DEPARTMENT OF TRANSPORTATION

BUSINESS SIGNS

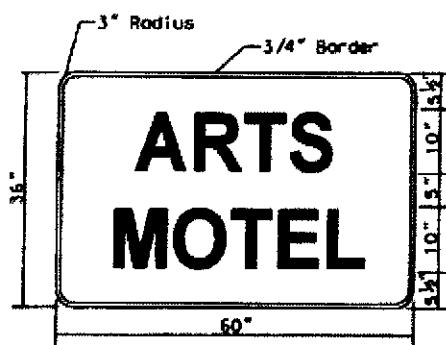
Chapter 70:04:02

APPENDIX A

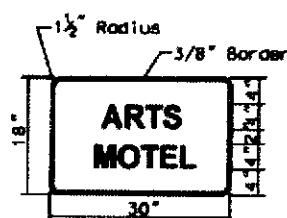
SEE: §70:04:02:16

APPENDIX A

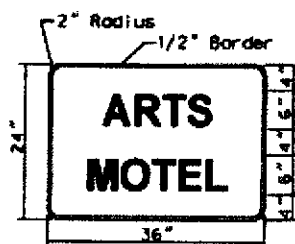
FIGURE 1 - BUSINESS SIGNS



**GAS, FOOD, LODGING, CAMPING, OR ATTRACTION SIGN
INTERCHANGE SPECIFIC INFORMATION BUSINESS SIGNS**



**GAS, FOOD, LODGING, CAMPING, OR ATTRACTION SIGN
INTERCHANGE SUPPLEMENTAL INFORMATION BUSINESS SIGNS
AND TRAILBLAZING SIGNS**



**GAS, FOOD, LODGING, CAMPING, OR ATTRACTION SIGN
INTERSECTION SPECIFIC INFORMATION BUSINESS SIGNS**

Mayor and Commissioners,

On June 2nd, a directional sign with business logos was removed from the corner of the visitor center parking lot (please see attached photo.) The properties on the sign were not notified of its pending removal or given the opportunity to brainstorm replacement ideas and solutions. A lot of work went into the sign, from getting it approved by all involved, to producing the sign with logos, and securing payment from all businesses. We all collectively owned the sign which had been up for almost 10 years.

The purpose of the sign was 3 fold;

1. To assist our guests with reservations. Prior to the sign, people showed up at our properties completely upset after driving an extra 20 minutes through Lead to arrive at our doors. Yes, I realize GPS now exists on phones and in cars, but many people (including myself) tune out the electronics once we arrive in town. How nice is it to be able to look around and easily find your way? Much of our target market are still the map generation and the highway split can be confusing.
2. To show people that there is much more to see in Deadwood prior to making the decision to leave town. We would all like them to take the left instead of going through Central City before going to Lead or Wyoming wouldn't we? If taking them that way helps them decide to get fuel at one of the gas stations along the route in Deadwood instead of Central City, or entices them to run through the drive through at Taco Johns, or pick up a chocolate at Chubby Chipmunks haven't we done our job to help promote OUR town businesses? What if they decide last minute to stay in Deadwood as they are driving by a familiar Hotel, grab a last minute item at the Dollar store, or stop to play mini golf?
What if they stop at one of the two real estate offices "just because" to see what is for sale?
3. To assist the more than \$25,000,000.00 worth of investment properties on the South Side of Deadwood stay in business. If helping our guests isn't enough of a reason, this last one should be.

Immediately upon hearing of the removal, I called to be put on the City Commission meeting agenda on June 6th. All businesses represented on the sign were planning on attending to voice concerns, to get an understanding of what happened, and to hopefully, collectively, come up with a way to replace the sign in some fashion.

I have been asked by Commissioners why I removed the issue from the agenda, here is why;

I was contacted by Bob Nelson Jr. and we decided to meet that Friday June 3rd. I then met with Bob and Commissioner Van Den Eykel mid-day on the 3rd. We discussed the sign issue and I was asked to call off the "troops" and let them handle the situation. Bob explained that he was confident he could work with the DOT on a directional/logo sign coming down from Central City and another by the Corner of the Silverado building where there is currently a Hwy directional sign without logos. I specifically asked if he felt it would be possible to incorporate the logos in with the new way finding sign that was to replace our sign in that location. He indicated that he thought we might since it was replacing an existing sign. I was told that we had a short window in which to act so I then assisted Bob by creating a sample sign with the wayfinding look to replace the one that had been removed. (please see attached)

Since that meeting, I have texted or called each week for 6 weeks now to find out the status of his meetings with the DOT/city. I had believed the problem moving forward was the inability to meet with the DOT however, it has recently been brought to my attention that the DOT needs a rendering of the proposed sign. On July 8th, I offered my assistance in getting this done. I texted a reminder on Monday July 11th. It is now Wednesday July 13 and I have yet to receive the information to assist in the process. I have been contacted by a number of the businesses as to the status of the sign. I had assured all of them when they provided me with logos that we were on a time crunch to get things done but I was confident that my meeting would produce results and that we did not need to attend the city commission meeting. At this point and time, I don't know how to respond to the inquiries. I would ask you all for your help in this matter. I hope you all view this side of town as an important part of Deadwood and would ask for your understanding in the importance of helping our guests to take that left instead of driving out of town. Especially now after years of construction, our side of town is hurting and needs your help. All our numbers are down and we are constantly being told that other members of the community are telling guests they don't want to go this way due to the construction. As city officials representing all of Deadwood, please see the importance of replacing the logo'd directional sign that was removed on June 2nd, 2016.

Thank you. Sincerely imploring your help,

Tracy Island

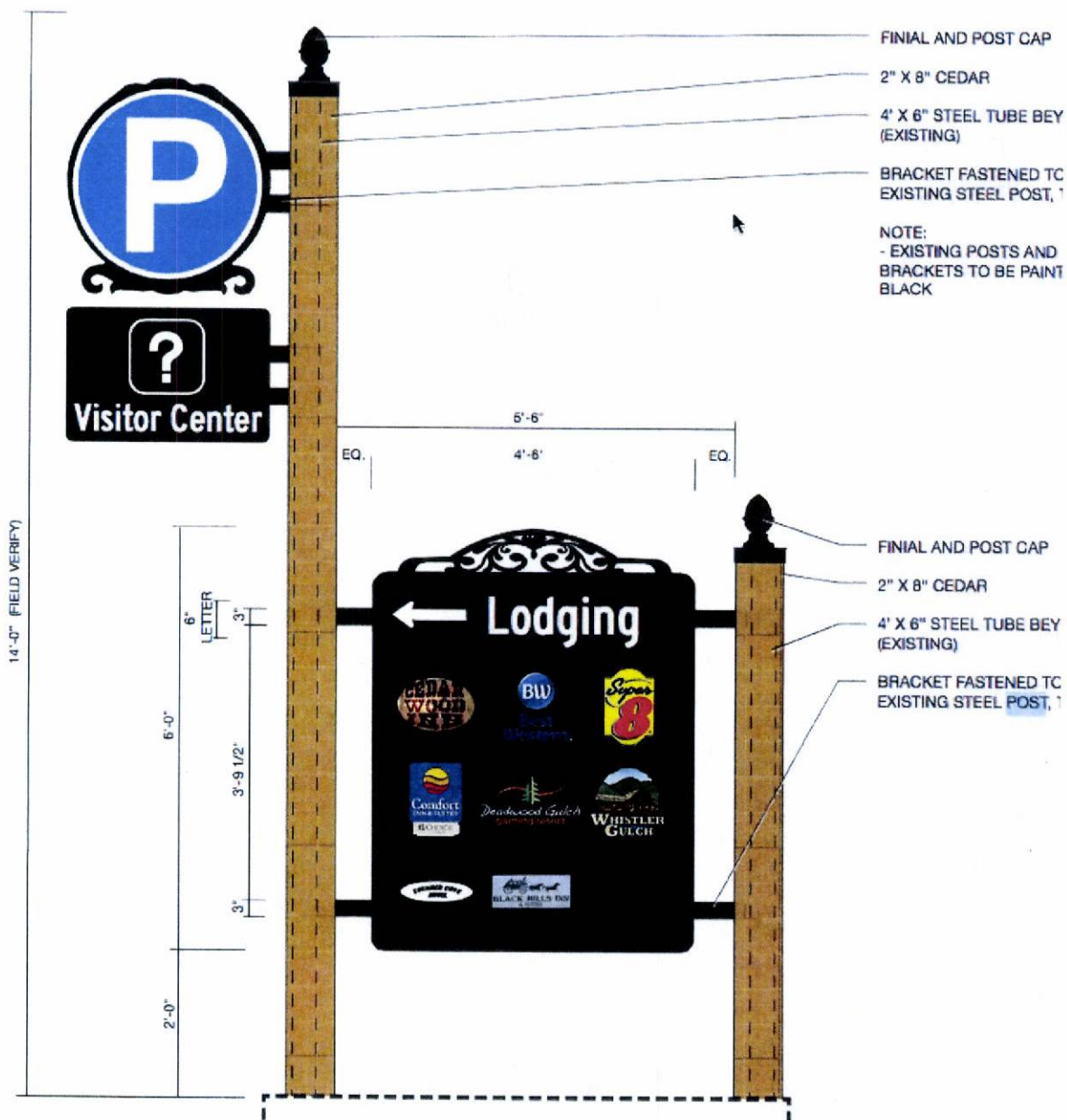
Deadwood Comfort Inn and Suites

and

Deadwood Southside businesses.

Tracy Island	Deadwood Comfort Inn
Bev + Bunk's Hauling	Antique Emporium
JIM & CHIP	TAUTKUS CHUBBY CHAMPUNER
Leslie Bellet	Wien Etc Hardware
Kyle Hie	Thunder Come
Sue Hayes	DEADWOOD GULCH RESORT
Pat & Rhonda	South Side Service
John Mack	CEDAR WOOD INN
Janis Hoffer	Jaco Johns Manager
James Bauer	Packhorse Liquor
Pat Hefner	ARM - Family Dollar
Mike Perceval	MGR BONE BROTHERS
	DEADWOOD Super 8
	R.E. Centers Ltd-Bldg





Deadwood Mayor Charles Turbiville.

7-18-16

5F

Mayor:

Thank you for taking the time this afternoon to talk with me about the shooting range which is being dealt with at tonight's meeting of the Deadwood city council. I am a licensed Realtor of nearly 35 years in Minnesota and am also licensed in Wisconsin and Florida. Just after Shirttail Gulch was being developed I purchased the two largest parcels in the development. Numbers 23 and 32 both approximately 20 acres each. Although I

have not yet built a home on either of them I also have not yet retired which is part of my future plan. I have enjoyed paying taxes as well as a rather hefty fee for the road reconstruction to the site which makes the costs of holding the parcels for future use a challenge to say the least.

A large part of why a person would choose this development for a vacation home or a retirement home is not just the scenic views and assumed privacy but the promise of peaceful and "QUIET" enjoyment. I feel that the intermittent sudden and unexpected activities offered by a target range will significantly affect that. It may be argued that a gun range may comply with acceptable DB limits according to OSHA standards. It is also true that participants are usually wearing ear and eye protection. The random loud sudden sharp sounds of gunshots is anything but the quiet enjoyment one is seeking in their vacation or retirement home.

I can't imagine with all of the remote land available in the area conveniently within a

five or ten minute drive there isn't an alternative location where no one would be disturbed. This was not part of any ones plan when they made their substantial purchase in Deadwood.

With the many years of many challenges that Deadwood has experienced one would think that one of the recent success stories for bringing in an upscale situation which benefits the community in so many ways with so little asked of it,

That one would not slight its presence or its residents who have asked for so little of Deadwood. Many of the owners are from other areas and the quiet enjoyment was one of the assumptions thought a "guarantee" inclusive with the environment they purchased. From a future resale of nearby properties to a gun range I could imagine an unhappy new owner who unhappily discovered such a situation and thought it should have been disclosed previous to their purchase. I am sure it would not be considered a added value benefit to the property for sale. If there was a hazardous pollution dump site nearby. That would be expected to be

disclosed. The gun range is also offering its own pollution to the surrounding environment not to mention other possible safety concerns.

The bike rally is a consideration when purchasing a property and it is only a ten day event. But it "IS" also grandfathered in. If the shooting range was and had been in place previous to the development and the new residence were now to petition to have it relocated or shut down there would be the similar argument that it was there when you bought your property, so it's grandfathered in.

Well the Quiet enjoyment that "Was" there when purchased at a premium and a large part of what was sold and still remains as part the values paid for the properties and is used for the basis in calculating the property taxes which are being collected. The perceived bundle of benefits when purchased was reflected as a value received for the price paid when purchased and continues as a basis for the taxed value. This purchased bundle of values should be maintained in its totality in ownership benefit.

It "Should" be preserved and grandfathered in for Shirttail Gulch as well as other surrounding neighbors.

I am adamantly opposed to this approval or any other unnecessary disturbance to our or any other community of Deadwood. There is a better location. I am a member of two gun clubs here in the twin cities which are no bother to anyone, yet exist in a major metropolitan area.

Thanks again for your consideration.

I can be reached for further discussion.

Kris Krengel

The Lord's Cupboard, Inc
111 S Main St Lead SD 57754
584-3263

7/18/16
6A

Attn: Mary Jo

City of Deadwood

102 Sherman St

Deadwood SD 57732

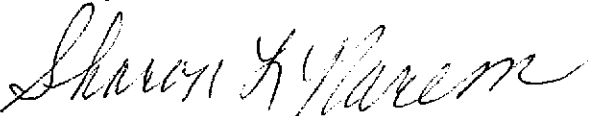
Dear Mary Jo

The Lord's Cupboard, Inc is requesting payment of the \$2500 donation approved by the Deadwood City Commission for the year 2016.

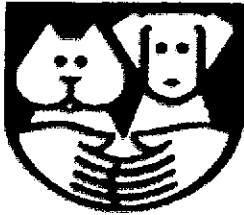
If further information is needed, please contact me at 605-580-5137

Thank you for supporting the Lord's Cupboard and the residents of our area who need our assistance & caring.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sharon Narem".

Sharon Narem, Director



7/18/16
6A

Friends of the Twin Cities Animal Shelter
P.O. Box 610
Lead, SD 57754

(605) 584-2480

July 5, 2016

City of Deadwood
Attn: Finance Officer
102 Sherman Street
Deadwood, SD 57732

Re: 2016 Spay & Neuter Funds

Dear Mary Jo,

This letter is to request the release of the Shelter's spay and neuter funds for 2016. \$3000.00 was included in the 2016 budget. Please issue a check payable to the shelter at your earliest convenience.

Thank you in advance for your help in this matter.

Sincerely,


Sarah McEvoy
Treasurer

7-18-16
66

LEASE AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY

THIS AGREEMENT is made and entered into on this ____ day of _____, 2016, by and between the City of Deadwood, hereinafter referred to as "LANDLORD," and Deadwood Gaming Association, hereinafter referred to as "TENANT."

I

The purpose of this Agreement is to set forth the terms and conditions under which LANDLORD leases property owned by the City of Deadwood to TENANT.

II

A description of the premises for which permission is granted is as follows:

1. History and Information Center (upstairs), 3 ½ Siever

III

The purpose for which TENANT is using the above-described premises is as follows:

1. Offices and meeting space for Deadwood Gaming Association.

IV

TENANT agrees to pay rent in the amount of Two Hundred Fifty Dollars (\$250) per month on the 1st day of each month, beginning on the ____ day of _____, 2016, and ending on the ____ day of _____, 2017.

The above rental fee includes utilities, water, sewer, heat, air-conditioning, electricity and a parking spot. TENANT shall be solely responsible for its own telephone and internet expenses and access.

V

TENANT may not build any structures on the above-described premises. Further, any proposed improvements or changes to the above-described premises must be approved by the Deadwood City Commission.

VI

TENANT specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located or stored in or upon LANDLORD property pursuant to this Agreement and that DEADWOOD shall not be responsible for any damage or loss to or of

TENANT'S property which results from any cause or reason with regard to personal property owned by TENANT stored or located on city property pursuant to this Agreement. Further, TENANT agrees to hold LANDLORD harmless and indemnify DEADWOOD from any sums of money, which LANDLORD might have to pay to any person as a result of property damage, personal injury, or death resulting from TENANT'S use of city property pursuant to this Agreement.

VII

The Deadwood Historic Preservation Office shall administer and supervise use of City of Deadwood premises pursuant to this Agreement and TENANT shall contact such Official with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by the City Commission of the City of Deadwood and shall be effective upon approval by the Deadwood City Commission. Any extensions of the term of this Agreement must be approved by the Deadwood City Commission.

VIII

The parties agree that either party may terminate this Agreement upon serving a written notice of such termination. The parties agree that the TENANT shall have thirty (30) days to vacate the building and remove such items that it owns from the building from the date of receipt of the notice of termination.

IX

TENANT shall maintain adequate insurance against any loss on any property it stores or maintains on the premises. TENANT shall also maintain adequate insurance - a minimum liability insurance policy of One Million and No/100ths Dollars (\$1,000,000.00) - against any loss that may occur due to activities pursued by TENANT as outlined in paragraph III, above.

X

This Agreement shall be governed by and construed in accordance with the laws of the state of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Lawrence County, South Dakota.

XI

In the event that any provision of this Agreement is held unenforceable or invalid by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

XII

This Agreement constitutes the entire Agreement of the parties and any other prior Agreement, discussion, representation or communication regarding the subject matter of this Agreement is superseded by the terms of this Agreement.

Dated this ____ day of _____, 2016.

LANDLORD
City of Deadwood

By: _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

Dated this ____ day of _____, 2016.

TENANT
DEADWOOD GAMING ASSOCIATION

By: _____
Michael Rodman
Its: _____

7-18-16
7A

Notice to Bidders

NOTICE IS HEREBY GIVEN, that the City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 p.m. on July 14, 2016, to complete the **"Reconstruction of the Retaining Walls located at 3 Shine Street"** for the City of Deadwood. Bids will be publicly opened at 2:00 p.m. on July 14, 2016 in the Commission Chambers at City Hall 102 Sherman Street, Deadwood, SD with results presented to the City Commission on July 18, 2016 at 5:00 p.m.

The contractor shall pay the sum of \$100.00 per day for each day that the project is not completed beyond the project completion date as specified within the plans and specifications. The assessment of liquidated damages for failure to complete the work within the contract period shall not constitute a waiver of the City's right to collect any additional damages which the City may sustain by failure of the contractor to carry out the terms of their contract.

The damages stipulated above are to be deducted from any monies due to contractor as liquidated damages for the loss to the grantee.

Plans and specifications for the project may be obtained electronically from Albertson Engineering, Inc., 3202 West Main Street, Suite C., Rapid City, South Dakota 57702 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

Bid security will be required in the form of a cashier's check or certified check in the amount of five (5) percent of the total for the bid submitted, or through a bid bond of not less than ten (10) percent of the total for the bid submitted, made payable to the City of Deadwood. A performance bond is also required.

Bids must be sealed and marked **"Reconstruction of the Retaining Walls located at 3 Shine Street"**. Bids shall be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 20th day of June, 2016.

CITY OF DEADWOOD


Mary Jo Nelson, Finance Officer

Publish Black Hills Pioneer: June 23, 2016, and June 30, 2016

For any notice that is published twice:

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

BID TABULATION

Retaining Wall Projects

Deadwood Historic Preservation Office
Deadwood, South Dakota

07/14/2016 2:00 p.m.

City of Deadwood
108 Sherman Street

Engineer: Albertson Engineering, Inc.

Deadwood, SD 57732

BIDDERS / PLAN HOLDERS →			
↓ RETAINING WALL PROJECTS ↓			
3 SHINE STREET			
Bid Bond / Security	10%		10%
Addendums Acknowledged / Received	No		Yes
Base Bid	\$ 102,701.00	\$	108,000.00
Bid Alt 1	\$ 3,600.00	\$	3,000.00
Bid Alt 2	\$ 2,920.00	\$	2,000.00
Bid Alt 3	\$ 3,024.00	\$	800.00
Engineers Estimate: \$124,800	\$ 112,245.00	\$	113,800.00

7-18-16
8 A

**NOTICE OF HEARING UPON APPLICATION
FOR RETAIL (ON-OFF SALE) MALT BEVERAGE**

Notice is hereby given that the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting in the Deadwood City Commission Room, 102 Sherman Street, Deadwood, South Dakota, on July 18, 2016 at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Retail (on-off sale) Malt Beverage

Robert Keller, dba The Midway, M.S. 107 and 1293 Lot A – 1 Ex H1 (10AC) H2 (.11 AC) & H3 (108 SQFT) at 3 US Hwy 385.

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

Dated this 5th day of July, 2016.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: July 8, 2016

For any public notice that is published one time:

Published once at the approximate cost of _____.

Date Received _____

Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

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

A. Owner Name and Address

Robert J. Keller
21092 Grizzly Gulch Loop
Deadwood S. Dak. 57722

Owner's Telephone #: 605-920-8680**B. Business Name and Address**

The Midway Licensed Number
81-298-4605
345 HWY 385
Deadwood S. Dak. 57722

Business Telephone #: 605-920-8680**C. Indicate the class of license being applied for**
(submit separate application for each class of license).

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

Number of other Package Liquor Licenses held: 0Number of other On-sale Liquor Licenses held: 0Is this License in active use? ☐ Yes ☒ No**D. Legal description of licensed premise:**

30900-00107-000-11
M.S. 107 & 1293 Lot A-1 Ex H1 (GOAC)
H2 C-11AC) & H3 (1085 QFT)

Have you ever been convicted of a felony? ☐ Yes ☒ NoDo you own ☒ or lease ☐ this property? (Check one)E. State Sales Tax Number: 'applied for'

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.

G. New license? ☒ Transfer? (\$150) ☐ Re-issuance? ☐

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

Signed this 21 day of June Print Name: Robert Keller Signature: Robert Keller

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

Place of business is located in a municipality? ☐ Yes ☐ No County: _____This application was subscribed and sworn to before me this 21 day of June 2016Approving Officer's Telephone number 605-518-2600 Signature: Misty Kerschella

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

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

Number of video lottery terminals on licensed premise: _____

Renewal - no public hearing held ☐Amount of fee collected with application \$ 300.00Amount of fee retained \$ 150.00Forwarded with application \$ 150.00**For Local Government Use**

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

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

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

State of South Dakota)

Affidavit

County of Laurie)

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

Name of corporation/partnership/LP/LLC The Midway, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC Office 21092 Grizzly Loop Redwood SD 57732

Date of incorporation 6-17-16

Date of last report filed with Secretary of State _____

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

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

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

Name	Office	Address	Occupation
<u>Robert Keller</u>		<u>21092 Grizzly Gulch loop Redwood</u>	<u>S.D.K. 57732</u> <u>Owner</u>

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

Name	Address	Occupation
<u>Robert Keller</u>	<u>21092 Grizzly Gulch loop Redwood</u>	<u>S.D.K. 57732</u>

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

Name	Address	Percentage of Shares
<u>Robert Keller</u>	<u>21092 Grizzly Gulch loop Redwood</u>	<u>S.D.K. 57732</u> <u>100</u>

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

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

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

Office 21092 Grizzly Gulch loop Redwood S.D. 57732

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner _____

Subscribed and sworn to before me this _____ of _____ County, State of South Dakota.

My commission expires _____

(Notary Public)

7-18-16
8B

**NOTICE OF HEARING UPON APPLICATION
FOR PACKAGE (OFF SALE) MALT BEVERAGE AND SOUTH DAKOTA FARM WINE**

Notice is hereby given that the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting in the Deadwood City Commission Room, 102 Sherman Street, Deadwood, South Dakota, on July 18, 2016 at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

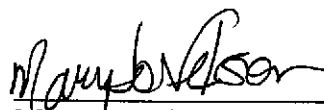
Package (off sale) Malt Beverage and SD Farm Wine

Gary Schmaltz, dba Canyon View Amish Furniture and Gift, Lot 1 Subdivision of Mineral Survey 166 located in Section 13 Township 5 North Range Ease B.H.M. at 250 US Hwy 14A.

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

Dated this 5th day of July, 2016.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: July 8, 2016

For any public notice that is published one time:

Published once at the approximate cost of _____.

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

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

A. Owner Name and Mailing Address

May Schmaltz
11307 Terry Dade Rd
Sioux Falls, SD 571754

B. Business Name and Address

Canyon View Amish Furniture
250 W Highway 14 A
Sioux Falls, SD 57172

Owner's Telephone #: 605-210-1466

Business Telephone #: 605-578-9877

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

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

Number of other Package Liquor Licenses held: none

Number of other On-sale Liquor Licenses held: none

Is this License in active use? ☐ Yes ☒ No

D. Legal description of licensed premise:

Lot 1 Subdivision of Manor
Tract 166 Located in Section 17
Township 5 North Range East BHM
City of Rapid City

Have you ever been convicted of a felony? ☐ Yes ☒ No

Do you own ☒ or lease ☐ this property? (Check one)

E. State Sales Tax Number: 1021-4442-5T

Alcohol licenses will not be reissued unless all state taxes are paid or are not delinquent

F. Contact the TTB for Federal Alcohol registration at 1-800-937-8864.

G. New license? ☒ Transfer? (\$150) _____ Re-issuance? ☒

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

Date 6-1-16 Print Name Gary Schmaltz Signature May Schmaltz

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

Place of business is located in a municipality? ☒ Yes ☐ No County Sioux Falls

This application was subscribed and sworn to before me this 27th day of June 2016

Approving Officer's Telephone Number 605-578-2600 Signature Janice K. Peppmer

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

Application approved for Sunday on-sale operation? ☐ Yes ☐ No

Are real property taxes paid to date? ☐ Yes ☐ No

Ineligible for video lottery? ☐

Number of video lottery terminals on licensed premise: _____

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

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

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

State of South Dakota)

Affidavit

County of)

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

Name of corporation/partnership/LP/LLC _____

Address of office and principal place of business of corporation/partnership/LP/LLC _____

Date of incorporation _____

Date of last report filed with Secretary of State _____

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

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? _____

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

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

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

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

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

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

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

Name	Type of license of financial interest and address of retail outlet
------	--

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

With signature the applicant agrees to the following:

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

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

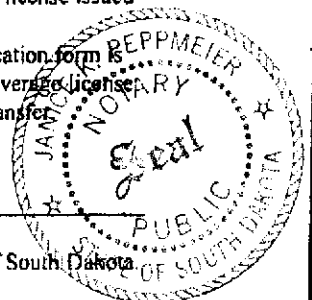
Signature of Authorized Officer/Director/Partner _____

Subscribed and sworn to before me this 27th of June, 2016 Lawrence County, State of South Dakota

My commission expires **MY COMMISSION EXPIRES**

APRIL 21, 2021

Janice K. Peppmeier
(Notary Public)



AIA Document G802™ – 2007

7-18-16
1013

Amendment to the Professional Services Agreement

TO: City of Deadwood
(Owner or Owner's Representative)

Amendment Number: 002

In accordance with the Agreement dated: August 12, 2014

BETWEEN the Owner:

(Name and address)

City of Deadwood
102 Sherman Street
Deadwood, SD 57732

and the Architect:

(Name and address)

TSP, Inc.
600 Kansas City Street
Rapid City, SD 57701
TSP 03120821.00 Phase 2

for the Project:

(Name and address)

Utility Improvements for DOT Project HN 0085(20)26 - CA/CO Services
Lead/Deadwood, SD

Authorization is requested

- ☒ to proceed with Additional Services.
- ☒ to incur additional Reimbursable Expenses.

As follows:

The following Amendment #002 - Phase 3 of CA/CO Services is for the following to be the Base Contract:

- 1) On-site CA/CO for Phase 3 only - Pluma to Gateway - with start date of April 2016 and completion date through October 2016.

A more detailed project scope and cost breakdown is included in the attached letter dated 07/08/2016.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

Amendment 1 increases the Base Contract by \$38,000 to a Not-to-Exceed amount of \$99,373. Reimbursable fees per Base Contract of \$5,190 includes Phases 1, 2, and 3.

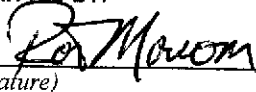
Labor fee is as follows:

Base Contract and Phase 1	\$26,450.00
Amendment #001 - Phase 2	\$34,923.00
Sub Total NTE	\$61,373.00
Amendment #002 - Phase 3	\$38,000.00
Total NTE Amount	\$99,373.00

Time:

Start date for CA/CO services for Phase 3 is April 2016 with completion date through October 2016.

SUBMITTED BY:



(Signature)

Robert Morcom, Principal

(Printed name and title)

7/12/2016

(Date)

AGREED TO:

(Signature)

(Printed name and title)

(Date)



To Solve. To Excel. Together.

600 Kansas City Street
Rapid City, SD
57702

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

www.teamtsp.com

Architecture
Engineering
Construction

7/08/2016

Mayor Chuck Turbiville
City of Deadwood
102 Sherman St.
Deadwood, SD
57783

Re: Highway 85 Utility Improvements – City of Deadwood Utilities
Amendment 2 – CA/CO
TSP # 3120821

Dear Mayor Turbiville:

We have completed **Phase 2** of the Highway 85 Project and are now in **Phase 3** on April 1, 2016 running through October, 2016.

In summary, the Base Contract includes Bidding of the Project, General Construction Services (which extends through all three phases) and Phase 1 on-site Construction Observation and Administration (CA/CO). Amendment 1 included CA/CO work in Phase 2 construction. A summary of the status each task to date is as follows:

Description	NTE	Accrued/Billed to Date	Task Status
Base Contract	\$26,450	\$22,550.00	
Bidding			Completed
General Services (Phase 1,2,3)			Into Phase 3
Phase 1 CA/CO			Completed 3/31/15
Amend 1-Phase 2 CA/CO	\$34,923	\$34,923.00	Completed 5/31/16
Subtotal Base+ Amend 1	\$61,373	\$57,473.00	

As we continue through **Phase 3** (Beginning April 1 through October 2016), the project is on schedule and we were able to utilize some of the fee that was planned for Phase 2 in Phase 3. We do not anticipate that the full amount estimated for Phase 3 CA/CO services will be needed.

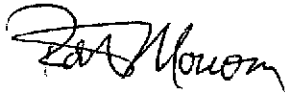
As a result we are requesting the following **Amendment 2** for **\$38,000** (See Exhibit A) to increase our NTE contract to from **\$61,373** to **\$99,373.00** to cover the estimated Phase 3 CA/CO work and close out of the project.

Base Contract	\$26,450.00
Amendment 1	\$34,923.00
Amendment 2 (Estimated)	\$38,000.00
Total Contact NTE	\$99,373.00

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

Please note that we are billing on an hourly basis for actual time incurred.
Reimbursable expenses are in addition to this amount and are being billed at cost x
1.15. If you have any questions, please contact me. Upon approval, please sign a
copy of the attached **Amendment 2** to the AIA contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Morcom", written in a cursive style.

Robert Morcom, P.E.
Principal

Attachments
Cc. Bob Nelson
Ron Green

DATE: 8/13/2014

EXHIBIT A

RE: Highway 85 - City of Deadwood / LDS Utility Extensions & Gateway Park

CA/CO

EXHIBIT A

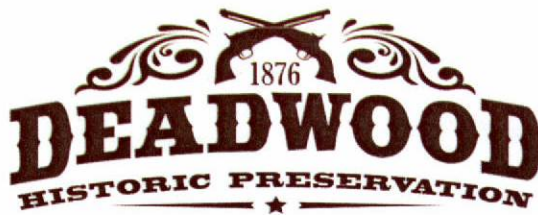
ESTIMATED MANHOURS Bidding & CA/CO

PREPARED BY: TSP, INC.

TSP NO. 3120821.00

PREPARED FOR: City of Deadwood - Phases 1, 2, & 3

Item	DESCRIPTION	Total	Total Fee
Average Hourly Rates			
Task 1 - Bidding			
1.1	Bidding-	6	\$850.00
1.2	Pre-Bid Conference- 1/3 of overall time-	4	\$690.00
1.3	Addendums - Questions	20	\$2,520.00
1.4	Prepare Notice to Proceed for City PM and distribute to contractor- N/A	0	\$0.00
Other		0	\$0.00
		0	\$0.00
	Sub-total Hours	30	
	Subtotal Task 1 CA/CO Fees		\$4,060.00
Task 2 - Construction Services			
General Items			
2.1	Pre-Construction Meeting- Agenda - Report - 1/3 of overall time	6	\$850.00
2.2	Provide written clarification regarding drawing and spec. questions	8	\$1,000.00
2.3	Review and take action on shop drawings, product submittals, test results, and other submittals	16	\$2,000.00
2.4	Prepare PSA's-N/A	0	\$0.00
2.5	Notify affected Property Owners - N/A	0	\$0.00
2.6	Prepare change orders, extra work, etc.- 3 hrs/m x 24 months	60	\$6,960.00
2.7	Prepare punch list	12	\$1,320.00
2.8	Prepare "Construction Project Close-out Checklist"	6	\$660.00
2.9	Prepare "AS-Built" plans and specifications	16	\$1,460.00
2.10	Prepare letter to SDDENR on completion	2	\$250.00
2.11	Prepare monthly pay request-24m x 1 hr / request	32	\$3,640.00
2.12	Provide soil compaction testing - N/A	0	\$0.00
2.13	Provide assurance testing - N/A	0	\$0.00
	Subtotal Hrs.	158	
	General Item Fee		\$18,140.00
Phase 1 - Sept 2014 - April 2015- 8 Months			
Includes work on Cemetery Street and Gateway trail/wall			
2.14	Progress meetings / minutes- 2 hr/mth x 8 mths	16	\$2,000.00
2.15	Daily on-site observation- 4 hrs / wk x 4 wk(Cemetery St.)	16	\$2,000.00
2.16	Daily reports - approx. .5 hr /wk x 4 wks	2	\$250.00
2.17	Stormwater inspections, reports, etc.- N/A	0	\$0.00
	Subtotal Hrs.	34	
	Phase 1 - Fee		\$4,250.00
Phase 2 - April 2015 - Nov 2015- 8 Months			
Includes work Cemetery St. to Burlington			
2.18	Progress meetings / minutes- 2 hrs/mth x 8	16	\$2,000.00
2.19	Daily on-site observation- 2/wk x 4hrs/trip x 32 wk	256	\$32,000.00
2.20	Daily reports - approx. .5 hr /day x 2/wk x 32 wks	32	\$4,000.00
2.21	Stormwater inspections, reports, etc.- N/A	0	\$0.00
	Subtotal Hrs.	304	
	Phase 2 -Fee		\$38,000.00
Phase 3- April 2016 - Oct 2016- 8 Months			
Includes work exception to Pluma and Gateway			
2.22	Conduct progress meetings / minutes- 2 hrs/mth x 8	16	\$2,000.00
2.23	Daily on-site observation- 2/wk x 4 hrs/ trip x32 wk	256	\$32,000.00
2.24	Daily reports - approx. .5 hr /day x 2/wk x 32 wks	32	\$4,000.00
2.25	Stormwater inspections, reports, etc.- N/A	0	\$0.00
	Subtotal Hrs.	304	
	Phase 3 -Fee		\$38,000.00
	Task 2 Sub-total Hours	800	0
	Task 2 Subtotal CA/CO Fees		\$98,390.00
TASK 1 & 2 - TOTAL Hours & Fee		830	\$102,450.00
Phase 1 - Bidding, General Items, Phase 1 -Sept 2014-Apr. 2015		222	\$26,450.00
Phase 2 - CA/CO - April 2015 - Nov. 2015		304	\$38,000.00
Phase 3- CA/CO - April 2016 -Oct. 2016		304	\$38,000.00
Total Estimated Bidding & CA/CO Hours		830.00	
Total Estimated Bidding & CA/CO Labor Cost			\$102,450.00
Task 1 & 2 Reimbursable Expenses			
Sub Consultants			
Arlath and Associates			
AET			
Design works			
Printing			\$1,000.00
Mealage/ Meals Approx. 68 trips x 110 mi/wk \$0.56			\$4,180.00
Total			\$5,180.00
TASKS 1 & 2			\$107,640.00



MEMORANDUM

Date: July 15, 2016
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Design and Coordination for New Trestle Sign

The historic trestle at the intersection of US Highways 85 and 385 has recently had the footings of the structure stabilized and minor structural deficiencies repaired by the City of Lead through an Outside of Deadwood Grant. With the completion of stabilization, the rehabilitation of the sign within the trestle structure can now be completed.

This project is being coordinated with Mike Stahl, the City Administrator, and the City of Lead. We identified this project approximately 4 years ago and it was referenced in the Revitalization Plan. (See reference below). We have budgeted for this project in 2016.



In April 2016, the Deadwood Historic Preservation and Deadwood City Commission approved the quote from Berberich Design for the design and coordination of the new trestle sign. (See below for current designs).

The pricing for the material and installation from Rosenbaum is estimated assuming the installation of square tube frame to the face of the existing sign panels and install the new panels to the square tube frame.

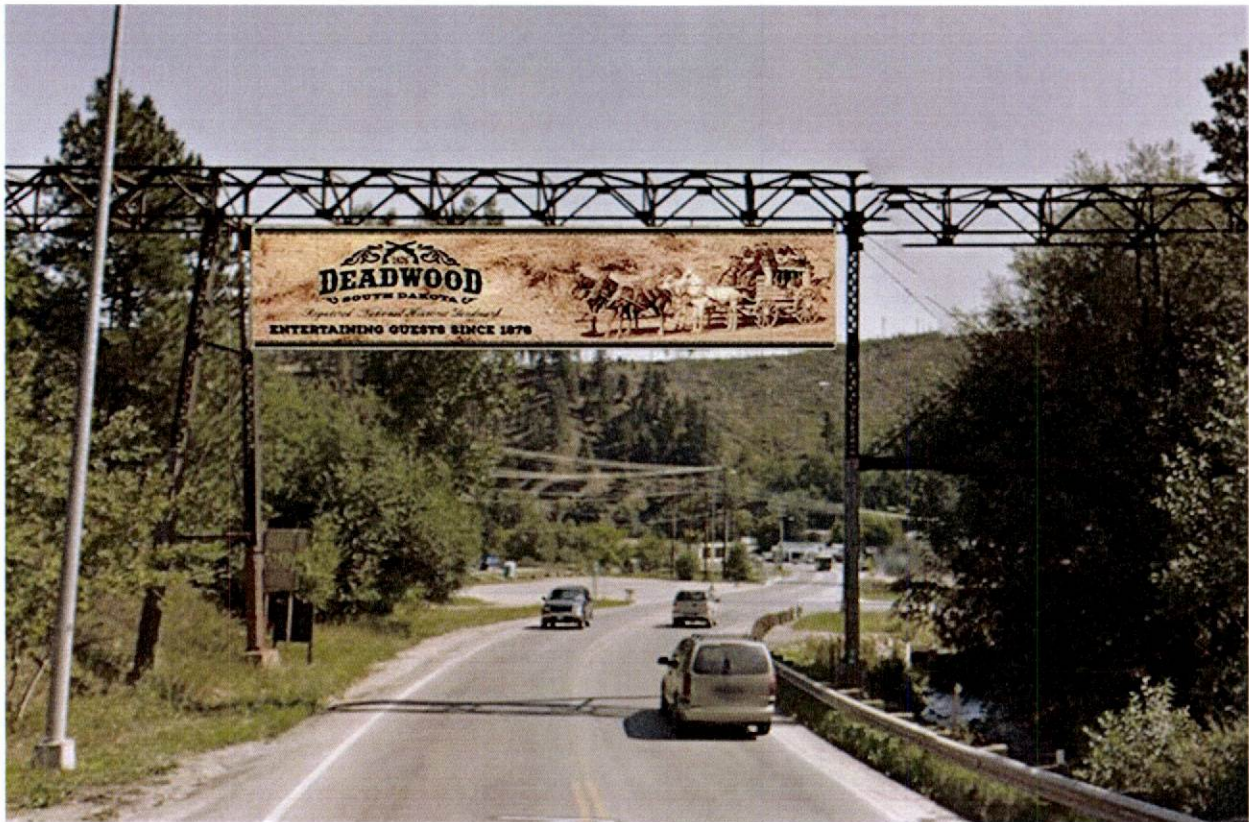
Direct Imbed option (10 year) _____ \$34,853.00

(This is an actual powder coating process that is very durable and will hold up to UV better)

Simpson Printing option (5+ year) _____ \$20,154.00

(This is a printing process direct to aluminum panels, it's quick and durable)

This estimate is not the final pricing, as it does not include engineering plus any traffic control costs to shut down lanes during installation.



The Historic Preservation Commission reviewed the request and recommends the approval of the building and installation from Rosenbaum for the New Trestle Sign not to exceed \$40,000.00. However, the design submitted was not approved and will be submitted at a later date for approval.

Recommend Motion: *Move to recommend to the City Commission the approval of the the building and installation from Rosenbaum of the New Trestle Sign not to exceed \$40,000.00.*



MEMORANDUM

Date: July 15, 2016
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: **Development of Final Report and Curation of Artifacts from the Deadwood Recreational Center Archaeology Investigation**

The Deadwood Historic Preservation Office is requesting permission to hire Quality Services, Inc. of Rapid City, South Dakota to write the final report and artifact curation on the archaeology performed at Deadwood Recreational Center, located at 105 Sherman Street in 2010. The proposed cost for this report will not exceed \$14,949.92 and the curation proposal is for \$49,860.00 and will come out of the 2016 and 2017 HP Archaeology Budget line items. The proposals submitted by Quality Services, Inc. are attached to this memorandum.

This project was suspended in 2010 and never completed. Quality Services, Inc. is requesting permission to complete the project. Several years of negotiation has occurred between this office and the archaeological firm. Staff believes this is a reasonable request based on the large concentration of early cultural resources associated with Deadwood prior to 1900 and discovered during the investigation. The report is required under Deadwood Codified Ordinance 17.68.050 ... "In advance of new construction, steps shall be taken to insure evaluation of possible archaeological resources, as set forth in SDCL 1-20". This is a requirement we enforce on other projects throughout the National Historic Landmark District.

The Historic Preservation Commission reviewed the request and recommends approval to contract with Quality Services, Inc. to write the final report for \$14,949.42 and to perform the curation of the artifacts discovered at 105 Sherman Street for \$49,860.00 for a total cost not to exceed \$65,000.00.

RECOMMENDED MOTION

Move to allow the Deadwood Historic Preservation Office to contract with Quality Services, Inc. to write the final report for \$14,949.42 and to perform the curation of the artifacts discovered at 105 Sherman Street for \$49,860.00 for a total cost not to exceed \$65,000.00. Funding for this project will come out the 2016 and 2017 HP Archaeology Budget.



Quality Services, Inc.

1621 Sheridan Lake Road, Ste A, Rapid City, SD 57702-3432
Archeology-Architectural History-Forestry-Geophysics-History

Email: info@qualityservices.us.com

Phone: 605-388-5309

Fax: 605-388-5319

Cell: 605-209-0265

June 24, 2016

Sent via email

Mr. Kevin Kuchenbecker
Historic Preservation Officer
City of Deadwood
Deadwood, SD

Re: Deadwood Recreation Center Archeological Construction Monitoring Fieldwork Report

Dear Kevin:

Thank you for contacting *Quality Services, Inc. (QSI)* in regard to the above referenced work.

As we discussed Thursday here is our view of the minimum and maximum amounts of work needed to complete a report of the fieldwork activities. We did include a line item to complete the deed searches as per the discussion. The following is a draft subject to modifications according to your input.

Activity	Min Units	Max Units	Units	Unit Cost	Min-Totals	Max-Totals
Scan in Hardcopy Field Records	1	2	person days	\$358.40	\$ 358.40	\$ 716.80
Mapping: Record Search	1	1	person days	\$358.40	\$ 358.40	\$ 358.40
Mapping: Trench/Excavation Locations	2	2	person days	\$358.40	\$ 716.80	\$ 716.80
Mapping: Features Plan Views	3	5	person days	\$358.40	\$ 1,075.20	\$ 1,792.00
Mapping Stratigraphy / Soil & Features	3	5	person days	\$358.40	\$ 1,075.20	\$ 1,792.00
Site Form for entire project area	2	2	person days	\$358.40	\$ 716.80	\$ 716.80
Results: narrative, organization & analysis	5	7	person days	\$358.40	\$ 1,792.00	\$ 2,508.80
History: finish deed search for individual lots & MS83	3	4	person days	\$358.40	\$ 1,075.20	\$ 1,433.60
History: organization & narrative of already collected information	4	5	person days	\$358.40	\$ 1,433.60	\$ 1,792.00
Draft report review by QSI	1	2	person days	\$358.40	\$ 358.40	\$ 716.80
Draft report review by Deadwood HPC	1	2	person days	\$0.00	\$ -	\$ -
Final report - integrate DHPC comments	1	2	person days	\$358.40	\$ 358.40	\$ 716.80
Project management	2	4	person days	\$358.40	\$ 716.80	\$ 1,433.60
Prepare for distribution	1	1	person days	\$255.52	\$ 255.52	\$ 255.52
Total	30	44			\$10,290.72	\$ 14,949.92

This work can be combined with the artifact curation work into one contract if you prefer. We would like three months to complete this report.

Work will be invoiced bi-weekly with payment due within 30 days. Payments past due 30 days or more will be subject to 1% per month penalty and collection costs.

In order to begin the work we will also need a written notice to proceed in email or letter format.

Please call me if you want to discuss this or have any questions.

Thank you very much!

Sincerely,

A handwritten signature in cursive script that reads "Lance".

Lance Rom
President



Quality Services, Inc.

1621 Sheridan Lake Road, Ste A, Rapid City, SD 57702-3432
Archeology-Architectural History-Forestry-Geophysics-History

Email: info@qualityservices.us.com

Phone: 605-388-5309

Fax: 605-388-5319

Cell: 605-209-0265

June 22, 2016

Sent via email

Mr. Kevin Kuchenbecker
Historic Preservation Officer
City of Deadwood
Deadwood, SD

Re: Deadwood Recreation Center Artifacts Curation Proposal

Dear Kevin:

Thank you for contacting *Quality Services, Inc. (QSI)* in regard to the above referenced work.

Artifacts will be prepared for curation and cataloged in a spreadsheet or database format per your preference that will allow for future analysis, research, and locating specimens. All data will be supplied in Microsoft Office format.

Our reduced rates for the City of Deadwood on this project are as follows:

Personnel & Charge Rates	#	Unit	Cost	Total
Management, Principal Investigators & GIS Staff	400	Hour	\$44.80	\$17,920.00
Technicians and Clerical Staff	1000	Hour	\$31.94	\$31,940.00
Materials and Supplies – Deadwood will supply or at cost	n/a	Each	At cost	TBD
Total				\$49,860.00

For simplicity these hourly amounts are based on our current professional and non-professional average pay rates and our SD state approved overhead rate. However, we can also invoice based on actual pay rates and overhead if you prefer. This would affect the total amount somewhat depending on which staff work on the curation project.

Project tasks include preparing approximately ½ of the collections for curation, including cataloging to Deadwood HPO and State Historical Society (SARC) specifications. Your office will provide boxes for the curated artifacts. Other supplies will be charged at cost.

Quality Services, Inc. will implement this work and complete it within nine months or less of authorization to proceed.

Work will be invoiced bi-weekly with payment due within 30 days. Payments past due 30 days or more will be subject to 1% per month penalty and collection costs.

In order to begin the work we will also need a written notice to proceed in email or letter format.

Please call me if you want to discuss this or have any questions.

Thank you very much!

Sincerely,

A handwritten signature in cursive script that reads "Lance".

Lance Rom
President

7-18-16
10E

Concession Agreement

CITY OF DEADWOOD CONCESSION AGREEMENT Between
THE CITY OF DEADWOOD
and
CHEYENNE CROSSING STORE, LLC

THIS CONCESSION AGREEMENT, (hereinafter referred to as the "Agreement"), is entered into between The City of Deadwood operating through its Department of Public Works (hereinafter referred to as the "City") and its Director, and Cheyenne Crossing Store, LLC, a South Dakota limited liability company, (hereinafter referred to as the "Concessionaire").

PART A - SPECIAL CONDITIONS AND COVENANTS OF AGREEMENT

A-1 GRANT OF CONCESSION

The City hereby grants to the Concessionaire a temporary, partial term of this Agreement covering the Naja Shrine Circus, July 9, 2016 and Days of 76 Rodeo, July 25-30, 2016, upon the conditions, limitations, reservations and provisions herein, the exclusive concession right and privilege to operate a year-round business to be located at the Deadwood Event Complex located at 15 Seventy-Six Drive, Deadwood, South Dakota 57732. The Concessionaire shall be entitled to operate a business at said location subject to the terms of this Agreement, which shall consist of food and beverage sales (excluding alcohol); options to operate a full service catering business; the selling of any additional retail goods shall be limited to food and beverage and shall be approved in advance by the Deadwood City Commission.

A-2 CONCESSION PREMISES

The Concession Premises shall include buildings within the "Deadwood Event Complex." Such property shall hereafter be referred to as the "Concession Premises" or the "Premises." Concessionaire shall have the exclusive right to the use of the Concession Spaces within the premises buildings, and the rights to the public areas and seating areas to sell food and beverage (excluding alcohol), herewith defined as the "Common Areas" in this Agreement. Map attachment 'A' shows concession premises.

A-3 PERIOD OF PERFORMANCE; TERM OF AGREEMENT

This Agreement shall commence upon execution by the Deadwood City Commission and shall be for a maximum of two (2) years, or a shorter term if mutually agreeable to both City and Concessionaire in writing. The City shall have the option of renewing the contract for a maximum of three (3) additional years based on performance, unless terminated earlier pursuant to the provisions of this Agreement. The renewal and terms of the agreement shall be mutually agreeable to both City and Concessionaire in writing.

A-4 CONSIDERATION

The Concession right and privilege granted herein for the term as specified, is given in exchange for the Concessionaire's:

- a. Making monthly payments called for under the terms of this Agreement.
- b. Providing concession equipment and services sufficient to reasonably satisfy the intent of this Agreement that Concessionaire operate a concession for all of the events scheduled at the Deadwood Event Complex.
- c. Satisfying all other conditions and requirements imposed on the Concessionaire by this Agreement.

A-5 DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below unless the context clearly indicates a different meaning is intended:

- a. "City" means The City of Deadwood and its Department of Public Works, any division, section, unit or entity of that Department and any of the officers or other officials lawfully representing the Department.
- b. "Concessionaire" means the party granted exclusive concessionaire rights and privileges under this Agreement.
- c. "Director" as used herein in regard to the making of inspections, or interpretations; the granting or acquisition of permission, consent, approval, rights, and acting on discretionary matters, etc., shall mean the City's Director of Public Works or such official's designee.
- d. "Common Areas" shall mean the parking lot, grounds, walkways and public non-restricted seating areas.
- e. "Deadwood Event Complex" shall mean all of the City of Deadwood owned property encompassed by Seventy-six Drive and Crescent Street.

A-6 RECORDS BOOKS AND DOCUMENTS FOR CITY ACCESS AND AUDIT

- a. Concessionaire must provide City with Department of Revenue sales reports on a monthly basis.

Concessionaire's records shall also reflect all expenditures by Concessionaire in the performance of its duties under this Agreement. These records shall be subject to inspection by the City, with or without notice, and to review and audit by the Department, the City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation, or contract.

- b. Upon the request of the City, the Concessionaire shall promptly provide, at Concessionaire's expense, all data determined by the City to be reasonably necessary to enable the City to fully comply with any and every requirement of the State of South Dakota or the United States of America for information or reports relating to this Agreement and to the Concessionaire's use of the Concession Premises. Such data shall include, if required, a detailed breakdown of the Concessionaire's receipts and expenses.
- c. Concessionaire shall not commingle with the records of the Concession business permitted under this Agreement, with records of any business conducted at a location outside the Concession Premises.
- d. The Concessionaire shall enter all sales on a type of cash register that contains a tape that records and identifies the date, type of sale, and the amount of each transaction; that is equipped with a cumulative, non-alterable accounting control mechanism.
- e. Concessionaire shall not change record keeping methods or change or discontinue use of a cash register, without the Director's written authorization.

A-7 FINANCES/PAYMENTS

- a. Monthly Percentage Payment to the City
On or before the 15th day of each month, the Concessionaire shall remit to the City as a Concession Fee and record of the gross receipts for each month in which the Concessionaire is authorized to engage in business under this Agreement, a sum equal to fourteen percent (14%) of Concessionaire's Gross Receipts for the preceding month. The concession fee may be adjusted by mutual agreement of both parties and upon approval by the Deadwood City Commissioners. Gross Receipts are defined as revenues received by Concessionaire from all sources for activities conducted on the Concession Premises pursuant to this Agreement.
- b. Place of Payment
All payments to the City shall be paid to The City of Deadwood Department of Public Works, Attention: Public Works Director, 67 Dunlop Avenue, Deadwood, SD 57732. A written statement prepared by Concessionaire on forms approved by the City shall accompany each payment, reflecting receipts received, less sales taxes collected.

A-8 OPERATION AND SERVICES

- a. Concession Services
The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all other tasks related to the operation, maintenance of the concession premises; and pay for and obtain all licenses and permits necessary for the operation of the concessions granted. The Concessionaire may offer the sale of additional items from the Concession Premises but shall be limited to food and beverage and approved by the Deadwood City Commission.

b. Hours of Operation

The Concessionaire shall operate and keep the Concession Premises open to the public according to a schedule that has been mutually agreed upon by the Concessionaire and the Director.

c. Exclusions from Operation

The Concessionaire shall not sell any alcohol. Alcohol during events held at the Deadwood Event Complex is the sole responsibility of the Event Coordinator.

A-9 ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, oral or otherwise may modify the text or an attachment to this Agreement.

The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

PART B - GENERAL TERMS AND CONDITIONS

B-1 ACCOUNTING MONTHS AND YEAR

The Concessionaire shall utilize calendar year accounting year for the business operated at the Concession Premises.

B-2 ADMINISTRATIVE CHARGES DUE TO LATE PAYMENT

If any payment is not paid to the City within ten (10) days after the date due, the Concessionaire shall be in breach of this Agreement. In addition to the other remedies available to the City in the event of breach, the Concessionaire shall pay an administrative late charge of Twenty-Five Dollars (\$25.00) shall be added to any such late monthly payment. Provided, however, that the City's acceptance of a late payment charge shall not be in lieu of its other remedies under this Agreement.

B-3 SECURITY DEPOSIT

The Concessionaire shall, prior to commencing operation and for the term of operation hereunder, deposit with The City of Deadwood Department of Public Works Five Hundred Dollars (\$500.00), or shall provide in a form acceptable to the City, a contract performance bond payable to The City of Deadwood Department of Public Works, in the amount of Five Hundred Dollars (\$500.00) as a security for the faithful performance of and compliance with all the terms and conditions of this Concession Agreement. In the event that the deposit of security with the City for payment of such costs, disbursements, and expenses shall not in any manner be considered as payment for any concession fees due or to become due under this Agreement, or in any manner release the Concessionaire from any concession fees to be paid, or from any of the obligations herein assumed. If all terms and conditions are fully complied with by the Concessionaire, then any security deposit shall be returned to the Concessionaire at the expiration of this Agreement.

B-4 PRICE LIST

The location of points of sale, methods of sale, and prices charged for commodities sold or business transacted on the Concession Premises shall at all times be subject to the supervision of the City of Deadwood.

A copy of the Concessionaire's current price list for each item of service, food or merchandise offered for sale at the Concession Premises, on a written schedule that is conspicuously displayed in full view of the public at all times on the Concession Premises at a location approved by the Director. The Concessionaire's price schedule shall be subject to prior written approval by the Director. The Concessionaire shall strictly adhere to the prices established in the Director approved price schedule.

B-5 UTILITIES

The City shall pay all charges for water, light, heat, and sewer at the Concession Premises. The Concessionaire shall pay all charges for point of sale, internet connections, and phone service or installations, disconnections, and service calls for any utility serving the Concession Premises. The Concessionaire, at concessionaire's expense, shall obtain a business telephone having at least one telephone line, the telephone number for which shall be publicly displayed at the Concession Premises, and shall be the same number published in all promotional advertising and telephone listings. A cellular phone is acceptable.

B-6 TAXES

The Concessionaire shall pay before delinquency, all taxes, levies, and assessments of any nature and kind whatsoever arising as an incidence of this Agreement.

B-7 CUSTODIAL/GROUNDS MAINTENANCE OF CONCESSION PREMISES

Concessionaire shall at its own expense, at all times, keep the Concession Premises and areas within twenty-five (25) feet thereto in a neat, clean, safe, and sanitary condition; and keep the glass of all windows and doors serving such areas clean and presentable.

Concessionaire shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this agreement; Concessionaire shall provide or perform all necessary janitorial service to adequately maintain the inside and outside of such areas including concession seating. Concessionaire shall be responsible for keeping the areas within twenty-five (25) feet of the perimeter of such areas free of litter and clean of spills resulting from concession operations. The concessionaire shall be obligated to maintain a regular cleaning schedule, as well as a regular extermination service schedule.

Garbage collection within the concession premises and within twenty-five (25) feet of the premises shall be maintained by the Concessionaire and disposed into a dumpster provided by the Event Coordinator. The Concessionaire shall not pay for garbage service during the term of this agreement.

If, after City provides written notice to the Concessionaire of Concessionaire's failure to comply with this Section within five (5) days, Concessionaire fails to take good care of such areas, City, at its option, may do so, and in such event, upon receipt of written statements from City, Concessionaire shall promptly pay the entire actual cost thereof as an Additional Charge. City shall have the right to enter the concession premises for such

purposes.

All major and minor repairs necessary to maintain the building (excluding the major structural and infrastructure aspects, and the exterior of the Building), in the concession premises, including the utility, electric and plumbing and other systems and equipment serving the building and the premises in a reasonably good operating condition, as determined by City, shall be performed by Concessionaire at its expense with approval from the Director.

B-8 EQUIPMENT, FURNISHINGS, and EXPENDABLES

All equipment and other personal property used by the Concessionaire at the City's Concession Premises shall remain the property of the Concessionaire under the conditions and provisions of this Agreement.

As a courtesy, City shall at no cost to the Concessionaire, provide certain equipment (which shall remain the property of the City) as specified in the City-Owned Equipment List (Attachment B) Nothing in said agreement shall delegate responsibility of providing the necessary equipment to operate the concession to the City. City reserves the right at any time to replace any and all items of City-owned equipment at the concession premises with functionally equivalent equipment.

If, upon termination of the agreement, the City does not renew said agreement, Concessionaire shall have the right to remove its own equipment, furnishings, and expendables, excluding any items that cannot be removed without damage, but not improvements, from the concession premises and shall be allowed a period of (10) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of City.

Concessionaire shall flush all sink drains with hot water at least once a week. Floor sweepings, grease, or debris of any sort shall not be directed down any floor or other sinks. Caustic drain cleaners shall not be used. City will remove drain blockages; however, if in the Director's opinion, said blockage was caused by Concessionaire's failure to observe said procedures, Concessionaire will receive a ten (10) days written notice to correct such deficiencies. If Concessionaire fails to correct such deficiencies by the end of the ten (10) days, the Director may, in its sole discretion, terminate the agreement and all terms and conditions contained therein.

B-9 Signs and Advertisements:

Concessionaire shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of City property without the prior written approval from the Building Supervisor, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of the Sign Commission or other appropriate agencies.

Upon the expiration or termination of the agreement, concessionaire shall, at its own expense, remove or paint out, as the Building Supervisor may direct, any and all of its signs and displays on the premises and in connection therewith, and shall restore said

premises and improvements thereto to the same condition as prior to the placement of any such signs or displays.

Concessionaire shall place a sign at the facilities, in a prominent place, stating that the concession is operated under a Concession Agreement issued by City through the Department of Public Works.

B-10 Health Department Compliance

Concessionaire shall obtain a Health Department License and comply with all Health Department regulations and inspections during the period of this contract.

B-11 Beverage Provider

Concessionaire must purchase all beverages, including water as specified by the exclusive contract between the City and Coca-Cola Bottling Company High Country, 2150 Coca-Cola Lane Rapid City, SD 57702. (605) 342-8222. Concessionaire shall pay the City five (5) cents per ounce of fountain soda that runs through a meter on the fountain pop dispenser in addition to the agreed upon amount of this agreement for the operations of the concession. The amount of compensation for fountain pop is subject to change and is contingent upon the agreement between the City and Coca-Cola. Concessionaire shall utilize City supplied equipment and resources related to the fountain pop product including cups, lids, straws, ice, and syrup. The City shall order the fountain pop product and coordinate the service of the fountain pop equipment.

B-12 Schedule of Operation

Concessionaire shall be open for business during the City approved Deadwood Event Complex special events as specified in this Agreement. The hours of operation of the concession premises shall coincide with the hours of the event scheduled and the hours of operation shall be coordinated between the Concessionaire and the Event Organizer.

Event Organizers submit application for use of the Deadwood Event Complex a minimum of forty-five days in advance of use of the facility and often months in advance of the use. This allows for planning of the event and coordination amongst all parties involved in the event including the Concessionaire. A component of the facility use agreement is a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

The following events at the Deadwood Event Complex are the events for which Cheyenne Crossing Store, LLC will provide concession services:

- Naja Shrine Circus – July 9th
- Days of 76 Rodeo – July 25th – 30th

B-13 INSURANCE

The Concessionaire shall secure and maintain during the term of this Agreement, at no expense to the City, insurance by one or more companies authorized to do business in the State of South Dakota, as follows:

- a. **Fire and Extended Coverage Insurance:** A policy for fire and extended coverage, vandalism, malicious mischief, and special extended coverage insurance in forms and with insurance companies approved by the City Attorney and City Risk Manager providing coverage of not less than the full replacement value of the Premises, which value shall be determined by the Concessionaire and the City.

Any loss under such insurance shall be payable to the City, and shall be applied to the cost of rebuilding, repairing, replacing, or restoring the Concession Premises.

- b. **General Liability Insurance**

A policy for commercial General Liability insurance, primary to any other insurance, and under which:

- (1) Liability limits shall be in at least the following amount(s):

\$1,000,000 combined single limit bodily injury and property damage; provided, that in the event the Director deems such insurance to be inadequate to fully protect the Concessionaire and the City, the Concessionaire shall increase said liability limits and may increase the maximum deductible, all to such amounts as the Director annually shall deem reasonably adequate to provide said protection, which increase shall be completed within sixty (60) days after the date of notice that the Concessionaire's insurance is deemed to be inadequate.

- (2) Coverage shall provide against all risk liability for any injury, death, damage and/or loss of any sort sustained by any person, organization or corporation (including the Concessionaire and any of its officers, employees and agents) in connection with any act or omission upon, or use or occupancy of the Premises under this Agreement, and shall include, but need not be limited to the following types (described in insurance industry terminology):

- (a) Premises operations liability;
- (b) Blanket contractual liability;
- (c) Property damage;
- (d) Independent contractor;

- c. **City Named as Additional Insured:** The City shall be named as an additional insured in the following manner in all policies of insurance to be secured and maintained pursuant to this Agreement.

The City of Deadwood shall be added as an additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy for any claim, suit, injury, death, damage or loss of any sort whatsoever tangible or intangible including consequential damages sustained by any person, organization or corporation in connection with activity upon or use or occupancy of

the Concession Premises, as well as any activity performed by the principal insured under an Agreement with the City.

The coverage provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to The City of Deadwood, in care of the Department of Public Works, 67 Dunlop Avenue, Deadwood, SD 57732.

- d. **Worker's Compensation:** In addition to the above coverage, the Concessionaire shall provide Worker's Compensation coverage for its employees in accordance with South Dakota State laws and Department of Labor rules and regulations.
- e. **Evidence of Insurance:** The Concessionaire shall deliver to the Director, a copy of all policies required under this Agreement hereof, and all endorsements thereto or other evidence to the reasonable satisfaction of the City Risk Manager that the Concessionaire has secured or renewed and is maintaining insurance as required by this Agreement, as follows:
 - 1. The effective date of this Agreement; and
 - 2. Within five (5) City business days prior to the expiration or renewal date of each such policy; and
 - 3. Within five (5) City business days after the Concessionaire's receipt of a written request therefore.
- f. **Assumption of Risk:** The placement and storage of personal property on the Premises shall be the responsibility, and at the sole risk, of the Concessionaire.
- g. **Concessionaire's Responsibility:** The procuring of the policies of insurance required by this Agreement shall not be construed to limit the Concessionaire's liability hereunder nor to fulfill the Concessionaire's obligations under this Agreement. Notwithstanding said policies of insurance, the Concessionaire shall be obligated for the full and total amount of any damage, injury or loss caused by negligence of the Concessionaire, or any of its agents, officers and employees or through use or occupancy of the Concession Premises.
- h. **Termination Upon Failure to Insure:** Notwithstanding any other provision of this Agreement, the failure of the Concessionaire to comply with the above provisions of this section shall subject this Agreement to immediate termination at the discretion of the Director without notice to any party, if it is necessary to protect the public interest.
- i. **Indemnification:** The Concessionaire shall indemnify and hold the City, and its agents and employees free and harmless from liability from any and all claims, demands, losses, and any death, injury or disability of any person and/or damage to any property or business occurring on or about the Concession Premises during the Concessionaire's use and occupancy thereof or arising, directly or indirectly, out of or suffered by any person by reason of or in connection with any action, error, or omission of the Concessionaire or any of its officers, employees or contractors. In

the event of suit against the City or its agents and employees, Concessionaire shall appear and defend the same, provided Concessionaire is notified in a timely manner of the suit. In the event judgment is rendered against the City, its agents or employees, the Concessionaire shall cause the same to be satisfied within ninety (90) days after a final determination thereof, including a final determination of any appeals.

B-14 ASSIGNMENT OF AGREEMENT

The Concessionaire shall not assign or transfer this Agreement, in whole or in part, or otherwise convey any concession right or privilege granted hereunder or any part of the Concession Premises unless the approval of the Director in writing is first obtained.

B-15 STANDARDS

The Concessionaire, its agents and employees, shall render courteous service to the public with a view of adding to the public use and enjoyment of the Concession Premises.

The Concessionaire shall operate and conduct the facilities on the Concession Premises in a businesslike manner, and will not permit any acts or conduct on the part of the Concessionaire's employees that would be detrimental to the operation of the Concession Premises.

B-16 CLOSURE OF CONCESSION PREMISES

The City reserves the right to close the Concessionaire's operation or any portion thereof for the convenience of the City upon a seven (7) day notice to the Concessionaire and to close the Concession Premises or any portion thereof without notice to meet any emergency as determined by the Director. In the event of any such closure, the City shall post a sign notifying the public of the impending or effective closure. In the event of such closure, the City shall reimburse the Concessionaire for any remaining interest the Concessionaire may have in the Concession Premises measured by Concessionaire's investment in inventory made by Concessionaire within the Concession Premises.

B-17 SURRENDER OF PREMISES AND REMOVAL OF CONCESSIONAIRE'S PROPERTY

- a. Upon termination or expiration of this Agreement, the Concessionaire shall surrender the Concession Premises to the City and promptly surrender and deliver to the City all keys that it may have to any and all parts of the Concession Premises.
- b. The Concession Premises shall be surrendered to the City in as good a condition as at the date of execution of this Agreement, except for the effects of reasonable wear and tear, alterations, and repairs made with concurrence of the City, or property damaged or destroyed by an insured peril where insurance proceeds have been paid to the City.
- c. The Concession Premises shall be returned free of all of the personal property of Concessionaire and in a neat, clean and in reasonable repair condition.
- d. In the event that after termination or expiration of this Agreement the Concessionaire has not removed its property and fixtures the City may, but need not, remove

Concessionaire's personal property and hold it for the Concessionaire, or place the same in storage, all at the expense and risk of the Concessionaire, and Concessionaire shall reimburse the City for any expense incurred by the City in connection with such removal and storage. The City shall have the right to sell such stored property, without notice to Concessionaire, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first, to the cost of sale; second, to the payment of the charges for storage; and third, to the payment of any other amounts which may then be due from the Concessionaire to the City; the balance, if any, shall be paid to the Concessionaire.

B-18 LIENS AND ENCUMBRANCES

The Concessionaire shall keep the Concession Premises free and clear of any liens and encumbrances of any kind. At the City's request, the Concessionaire shall furnish the City written proof of payment of any item which would or might constitute the basis for such a lien on the Concession Premises if not paid.

B-19 ENTRY

The City and its agents may enter the Concession Premises at all reasonable times for the purpose of inspecting or repairing the same, but this right shall impose no obligation upon the City to make inspections to ascertain the condition of the Concession Premises or to make repairs.

B-20 NOTICES

Unless otherwise directed in writing, notices, reports, and payments shall be delivered to the City at the following address:

City of Deadwood Public Works
Attention: Public Works Director
67 Dunlop Avenue
Deadwood, SD 57732

And to the Concessionaire at the following address:

Cheyenne Crossing Store, LLC
21415 U.S. Highway 134A
Lead, SD 57754

Either party may change its address for receipt of reports, notices or payments by giving the other written notice of such change.

B-21 DEFAULT OR FAILURE OF CONSIDERATION

The City may terminate this Agreement for cause, and take immediate possession of the Concession Premises in the event that the Concessionaire shall have failed to perform any of the obligations arising under this Agreement and such default or deficiency in performance either:

- a. Was not remedied by the Concessionaire within the time period specified in the City's notice (if any) or otherwise set forth in this agreement to correct the default or

deficiency or suffer termination, which period, in each instance, shall be reasonable, given the nature of the default or deficiency and the difficulty of remedying the same; or

- b. Was the subject of two written default notices from the City within the previous six (6) months; provided, that the Concessionaire shall not be in default of any requirement hereof where the Concessionaire's failure to perform in a timely manner has been caused, without fault of Concessionaire, by government delay in the issuance of any necessary government permit.

B-22 TERMINATION FOR CONVENIENCE

In addition to termination for cause and termination on expiration of the term hereof, this Agreement may be terminated by either party for convenience, by the giving of advance written notice to the other party. No such termination shall be effective earlier than thirty (30) days after the receipt of the termination notice by the receiving party. Termination under this provision shall not relieve Concessionaire for any duty or obligation owed to the City under the terms of this Agreement.

B-23 TIME

If the last day for the performance of any obligation under this Agreement falls upon a non-City business day, including Saturday, Sunday or official city legal holiday, the final day for performance shall be the City next business day.

B-24 WAIVER

Absent a specific written waiver signed by the Director, the City shall not be deemed to have waived any right the City has under the terms of this Agreement with respect to any breach or default by Concessionaire. Such a written waiver shall be confined to its specific terms. Waiver of any obligation arising under the Agreement shall not be deemed a waiver of any other provision of the Agreement or of the Concessionaire's full compliance with the terms and conditions of the Agreement. No waiver will be implied from the any knowledge the City may have of any breach, default, or non-compliance by Concessionaire. The City's failure to enforce any provision of this Agreement shall not be deemed as waiver or consent.

B-25 CHANGES AND MODIFICATIONS

The parties hereto reserve the right to amend this Agreement from time to time by mutual agreement in writing. No amendment hereto shall be effective unless in writing and signed by an authorized representative of each of the parties.

B-26 APPROVALS BY THE CITY OR DIRECTOR

The granting of approval or consent by the Director to any action of Concessionaire does not constitute the taking of any official action, including the granting of approval, by any other City department or official, where other department's or official's action is required by law, ordinance, resolution or rule or regulation.

B-27 CONDITION OF PREMISES

The City and Concessionaire acknowledge that they have jointly examined the Concession Premises. Concessionaire accepts the Concession Premises in their present

condition as of the date of commencement of this Concession Agreement.

B-28 SEVERABILITY

Should any term, provision, condition or other portion of this Agreement or any provision of any document incorporated by reference be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the remainder shall continue in full force and effect.

B-29 SUCCESSORS IN INTEREST

Unless otherwise provided, the terms, covenants, and conditions in this Agreement shall apply to and bind the Concessionaire and any and all heirs, successors, executors, administrators, and assigns of the Concessionaire, all of whom shall be jointly and severally liable with the signatory to this Agreement.

[Signatures and acknowledgements on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Concession Agreement to be executed by their respective representative(s):

FOR THE CONCESSIONAIRE: CHEYENNE CROSSING STORE, LLC

By: _____
P. David Brueckner
Its: Authorized Member

STATE OF SOUTH DAKOTA

COUNTY OF _____

On this _____ day of _____, 2015, before me personally appeared P. David Brueckner, to me known to be the Authorized Member of Cheyenne Crossing Store, LLC, who executed the foregoing instrument, and acknowledged that he executed said instruments as his free and voluntary act for uses and purposes therein mentioned.

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

(Seal)

Notary Public
My Commission expires

FOR THE CITY: CITY OF DEADWOOD

By _____
Charles Turbiville
Its: Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

7/18/16
11 A

CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: 7/7/16

Organization: Lawrence County Teen Court

SDCL #22-25-25 authorizes the following organizations or committees to conduct lotteries/raffles. Please indicate your category:

- | | |
|--|--|
| <input type="checkbox"/> Chartered veterans' organization | <input type="checkbox"/> Religious organization |
| <input checked="" type="checkbox"/> Charitable organization | <input type="checkbox"/> Educational organization |
| <input type="checkbox"/> Fraternal organization | <input type="checkbox"/> Local civic or service club |
| <input type="checkbox"/> Political party | <input type="checkbox"/> Volunteer fire department |
| <input type="checkbox"/> Political action committee or any committee on behalf of any candidate for political office | |

Contact Information:

Name: Martine Todd

Address: PO Box 227

Phone #: 722-8889

Email: martine@lctecourt.com

501 (c) 3- Non Profit: Yes ☒ No ☐

Dates of Ticket Sales: 7/18/16

Date of Raffle Drawing: 7/9/16

Value of Raffle Prize: 500.00

Proceeds will benefit: L.C. Teen Court

Office use only:

Presented at City Commission Meeting dated _____