

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA  
5:00 p.m. May 16, 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 May 2, 2016**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**
  - A. Fire Department Longevity Award to Mike Runge for five years
  - B. Moonrise Mountain requests permission to use public property for Farmers Market during summer months
  - C. VFW Post 5969 requests permission to serve alcohol at Deadwood Pavilion from 2:00 p.m. to 2:00 a.m. on May 28, 2016 for wedding
  - D. Request from BID 7 to allow the following unbudgeted expenditures from from BID 7 Fund: \$10,000.00 to Deadwood Revitalization for utility wraps in Downtown Historic District and to assist in funding for Portable Visitor's Center Kiosk
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. Acknowledge interest payment to First National Bank in the amount of \$88,100.00 by ACH for Sales Tax Revenue bond
  - B. Permission for Mayor to sign agreement with KOA Campground and Deadwood Station for Trolley Loop
  - C. Permission for Mayor to sign the contract with Black Hills Special Service for cleaning trolley and city vehicles
  - D. Permission for Mayor to sign contract with Dr. Suzanne Julin to collect and transcribe ten oral histories at cost not to exceed \$6,750.00.  
(approved January 19, 2016)
  - E. Accept resignation from Rec Center employee Kayla Huber effective May 22, 2016 and accept request from Rec Center employee Jeanne Emmert to move from Asst. Manager to Front Desk Receptionist effective May 22, 2016, with wage going from \$11.56 hr. to \$9.82 hr.
  - F. Permission for Mayor to sign contract with Rushmore Fencing Company to install fencing along Hwy 85 behind Tin Lizzie's (approved March 21, 2016)
  - G. Permission for Mayor to sign Loan Agreement for Use of City Property and allow Ft. Meade Museum to display Poker Alice Hat and case until October 31, 2016

- H. Permission for Mayor to sign Loan Agreement with Mariah Press for digitization of City Property.
- I. Permission to increase wage of Trolley Driver Thomas Riley from \$9.69 hr. to \$10.76 hr. effective May 24, 2016 after one year of service, and Parking Ramp employee Karol Flueckinger from \$9.69 hr. to \$10.23 hr. effective May 27, 2016 after two years of service.
- J. Permission for Mayor to sign contract with RCS and Amy and Jean Gorzalka for retaining wall project at 50 Van Buren (approved May 2, 2016)
- K. Permission for Mayor to sign contract with RCS and Lance Bobolz for retaining wall project at 84 Van Buren (approved May 2, 2016)
- L. Permission for Mayor to sign proposal with Interstate Engineering for Charles Street Bridge Project (approved May 2, 2016)
- M. Permission for Mayor to sign purchase agreement and bill of sale for Wild Bill Bar Sign from Nugget Saloon LLC, owners of property located at 610 Main Street (approved May 2, 2016)
- N. Permission for Mayor to sign lease agreement for Wild Bill Bar Sign with Richard A. and Marguerite E. Oleson, owners of property located at 620 Main Street (approved May 2, 2016)
- O. Permission for Mayor to sign loan agreement with Deadwood History Inc. for exhibit of five relic firearms from Chinatown Archeological Collection
- P. Allow payment to Deadwood Electric in the amount of \$4119.49 to install new service, pull wire, add outlets and other electrical alterations in conjunction with Days of 76 Realignment project (Historic Preservation CIP project)
- Q. Permission for Mayor to sign agreement between City of Deadwood and Ainsworth Benning Construction for Fremont Street project in the amount of \$152,700.00 (approved May 2, 2016)
- R. Permission to hire Ashley Belmontes for front desk position at Deadwood Rec Center at \$8.67 per hour effective May 17, pending pre-employment testing
- S. Allow payment to Custom Décor Masonry in the amount of \$3,990.00 to repair and restore prospector monument as part of Days of 76 re-alignment project

#### **7. BID ITEMS**

- A. The following bids and bid bonds were received for retaining wall at 77 Stewart: CAI Construction \$25,830.00, RCS Construction \$59,000.00, Prairie Plains Construction LLC \$24,867.39. Request to continue to June 6, 2016 meeting

#### **8. PUBLIC HEARINGS**

- A. Hold public hearing for Retail (on-off sale) Malt Beverage License (RB-21478), and Retail (on-off sale) Wine License (RW-21479) transfer from Dakota's Best Wine and Gifts to Broken Arrow Trading Company Inc. dba Deadwood Winery at 696 Main Street
- B. Hold public hearing for Deadwood Jam activities: street closure September 15 through September 18, open container and special malt beverage license in Interpretive Lot only on September 16 and 17, waiver of banner and vending fees September 16 and 17, use of Interpretive Lot September 15 through September 18

## **9. OLD BUSINESS**

## **10. NEW BUSINESS**

- A. Allow Eddie's Truck/Sales to make repairs on trolley #155 in an amount not to exceed \$4,500.00
- B. Renew 2016-2017 Malt Beverage Licenses, pending payment of property tax and BID taxes
- C. Reappoint Father Michael Johnson and Dale Berg to Historic Preservation Commission for three year term which expires May 2019
- D. Approve Historic Preservation Commission recommendation to amend existing contract with Kadrmas, Lee and Jackson Inc. for design services and construction administration for Phase VI of St. Ambrose Cemetery in the amount of \$65,913.00, for total adjusted agreement amount of \$270,000.00. (budgeted for 2016 )
- E. Allow Historic Preservation to spend up to \$13,000.00 from HP Public Education/Advocacy line item to develop a chuck wagon from Hansen Wheel and Wagon Shop into a portable visitor information center in partnership with Deadwood Chamber of Commerce and BID 7
- F. Approve Cable Communications Services proposal in the amount of \$6,118.66 for Days of 76 realignment project (budgeted Historic Preservation CIP)
- G. Permission to contract with Black Hills Asphalt LLC to seal coat Mickelson Trail from Trailhead to Walnut Street, to be paid from Parks budget at cost of \$4,848.58
- H. Approve funding façade restoration grant to Tim Conrad for properties at 138 and 140 Sherman Street. Award is \$58,496.68 from Façade Easement Program in Revolving Loan Fund
- I. Allow payment to Cable Communications Services in the amount of \$6,466.54 for additional trenching, placement of conduit, removal and replacement of asphalt along Highway 85.
- J. Allow payment to Freeman Electric in the amount of \$14,575.00 for connection of all services related to Highway 85 project
- K. Permission for Mayor to sign Rubble Site Agreement with Cities of Lead, Central City and Chad Adams to operate site until November 30, 2016, with option to enter into 3 year agreement by mutual agreement of parties

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

*No action can be taken*

- A. Reminder-Free Dump Week May 16-20
- B. Raffle permit application received from St. John's Episcopal Church for drawing to be held September 5, 2016 for 12-gauge coach shotgun. No action approves per SDCL 22-25-25

## **12. EXECUTIVE SESSION**

Executive Session for Legal Matters per SDCL1-25-2 (3) with possible action  
Executive Session for Union Matters per SDCL 1-25-3 (4) with possible action

## **13. ADJOURNMENT**

## REGULAR MEETING, May 2, 2016

### OATH OFFICE/MAYOR

The Honorable Michelle Percy, Circuit Judge, administered the Oath of Office to Mayor Charles Turbiville.

### SWEAR IN CITY ATTORNEY

The Honorable Michelle Percy, Magistrate Judge, administered the Oath of Office to City Attorney Quentin L. Riggins.

The Regular Session of the Deadwood City Commission convened on May 2, 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.

### COMMISSION DEPARTMENTAL APPOINTMENTS

Mayor Turbiville announced the following Commission appointments:

David Ruth Jr. – Historic Preservation, Planning and Zoning Commissioner;

Mark Speirs – Police and Fire Commissioner, Black Hills Council of Local Governments Representative;

Gary Todd – Trolley and Safety Commissioner;

Jim Van Den Eykel – Finance Commissioner and Library Representative, Commission President;

Charles Turbiville – Public Buildings, Parks & Recreation, Public Works Commissioner, Chamber of Commerce Representative.

### APPROVAL OF MINUTES

Ruth moved, Speirs seconded to approve the minutes of April 18, 2016. Roll Call: Aye-All. Motion carried.

APRIL, 2016 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$16,169.19; PUBLIC BUILDINGS, \$3,841.81; POLICE, \$50,220.63; FIRE, \$4,917.80; BUILDING INSPECTION, \$3,609.50; STREETS, \$27,307.90; PARKS, \$15,783.70; PLANNING & ZONING, \$4,769.66; LIBRARY, \$6,355.14; RECREATION CENTER, \$14,567.56; HISTORIC PRESERVATION, \$15,958.39; WATER, \$14,453.74; PARKING METER, \$6,583.66 TROLLEY, \$15,690.88; PARKING RAMP, \$4,807.58. **PAYROLL TOTAL: \$207,767.90**

### APRIL, 2016 PAYROLL PAYMENTS:

Internal Revenue Service, \$51,319.17; S.D. Retirement System, \$23,275.18; Delta Dental, \$3,780.64.

### APPROVAL OF DISBURSEMENTS

Todd moved, Van Den Eykel seconded to approve the May 2, 2016 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	SUPPLIES	331.51
A & B WELDING	SERVICE	89.26
A & I DISTRIBUTORS	SUPPLIES	77.87
ABBAS, ELENA	REFUND	42.50
ABC BUSINESS	SUPPLIES	385.93
ACE INDUSTRIAL	SUPPLIES	1,697.70
ADAMS MUSEUM	OPERATING	60,000.00
ALSCO	SUPPLIES	180.90
AMICK SOUND	REPAIRS	367.35
BH CHEMICAL	SUPPLIES	389.03
BH SECURITY	SERVICE	556.90
BH SPECIAL SERVICES	CLEANING	1,440.00
BH SWIMMING	CERTICATES	210.00
CABLE COMMUNICATION	SERVICE	6,466.54
CAI CONSTRUCTION	SERVICE	586.66
CENTURY LINK	SERVICE	180.99
CHAINSAB CENTER	SUPPLIES	361.55
CONOVER, MICHAEL	REPAIRS	5,645.15
CONVERGINT TECHNOLOGIES	SERVICE	821.58
DAKOTA BUSINESS	CONTRACT	199.57
DAYS OF '76 MUSEUM	OPERATING	10,000.00
DEADWOOD ELECTRIC	REPAIRS	366.87
EASTMAN, JOANN	REIMBURSEMENT	499.24
EMMANUEL EPISCOPAL	GRANT	15,463.00
FED EX	SHIPPING	11.74
FIRST INTERSTATE BANK	TIF	378.17
FLAT EARTH SIGN	SIGN	165.00
FMG ENGINEERING	TESTING	6,801.80
FULLER, KELLY	REIMBURSEMENT	462.62
GALLS	UNIFORMS	125.90
GOLDEN WEST	SERVICE	2,869.10

## REGULAR MEETING, May 2, 2016

GRACE LUTHERAN CHURCH	GRANT	6,288.88
GUNDERSON, PALMER, NELSON	SERVICE	5,203.56
HAWKINS	SUPPLIES	810.30
HEIMAN	APPARATUS	193,057.00
HILLS MATERIALS	ROADSTONE	187.13
KNECHT	SUPPLIES	74.22
LAWRENCE CO. AUDITOR	ELECTION	344.53
LAWRENCE CO. REGISTER	FEES	270.00
LAWSON PRODUCTS	SUPPLIES	858.26
LEWIS, TRACY	REIMBURSEMENT	669.88
LIGHT AND SIREN	LIGHTBAR	2,166.50
MEHLBERG CONSTRUCTION	SERVICE	1,638.56
MENARD'S	SUPPLIES	556.12
MDU	SERVICE	5,944.52
MONTANA HISTORICAL SOCIETY	MAGAZINE	65.00
MUTUAL OF OMAHA	INSURANCE	229.31
NETWORK SERVICES	SUPPLIES	339.98
NEVE'S UNIFORMS	UNIFORMS	321.62
NH FRATERNAL ORDER	DUES	360.00
NORTHERN HILLS TECHNOLOGY	SERVICE	71.00
OLSON, JAMES W.	RECOUNT	25.00
PEPPMEIER, JANICE	REIMBURSEMENT	556.81
PITNEY BOWES	POSTAGE	500.00
PUSH-PEDAL-PULL	MAINTENANCE	268.00
QUALIFICATION TARGETS	POCKET PRO	139.17
QUIK SIGNS	SIGNS	399.00
QUILL	SUPPLIES	189.34
RANGEL CONSTRUCTION	PROJECT	48,400.00
RASMUSSEN MECHANICAL	REPAIRS	1,270.58
RENNER, DONOVAN	REIMBURSEMENT	254.71
ROWMAN & LITTLEFIELD	PROGRAMMING	46.18
S&C CLEANERS	CLEANING	1,000.00
SD DEPT. OF MOTOR VEHICLES	PLATES	16.20
SD DEPT. OF PUBLIC SAFETY	SERVICE	2,340.00
SD PUBLIC ASSURANCE	LIABILITY	163.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SD STATE HISTORICAL	MEMBERSHIP	50.00
SERVALL	SUPPLIES	1,641.91
SOUTHSIDE OIL	FUEL	10,618.86
STEINLICHT, WILLIE	RECOUNT	25.00
STEVEN SCHUYLER	SUPPLIES	120.00
STRETCH'S	SERVICE	277.15
TEAM LABORATORY	SUPPLIES	439.50
THE LORD'S CUPBOARD	RECYCLING	56.43
TRIPLE K	SUPPLIES	1,756.87
TWIN CITY HARDWARE	SUPPLIES	5,861.85
VAST	SERVICE	1,552.44
VERIZON	METERS	40.01
ZEP SALES	SUPPLIES	411.80
	<b>TOTAL</b>	<b>\$415,080.61</b>

## ITEMS FROM CITIZENS ON AGENDA

### Appreciation

Leonard Hopper, Lead-Deadwood Baseball Association President, and members of the baseball team thanked the Commission and City of Deadwood for all the upgrades made to the Keene Field. Coach Ballert stated opening ceremonies will be held on May 24 and invited everyone to attend. Commission thanked them for their time.

### Requests

Rose Speirs from Deadwood History Inc. requested permission to serve beer and wine at The Adams Museum for the Big Thank you Event on September 23 from 5:00 p.m. to 7:00 p.m. Speirs moved, Van Den Eykel seconded such request. Roll Call: Aye-All. Motion carried.

Rose Speirs from Deadwood History Inc. requested permission to serve beer and wine at The Adams Museum for South Dakota Society Historic Preservation Board of Trustees on July 7 from 5:00 p.m. to 6:30 p.m. Speirs moved, Ruth seconded such request. Roll Call: Aye-All. Motion carried.

Sarah Anderson from Deadwood Chamber requested permission to waive group fee and allow Deadwood Chamber of Commerce use of two special trolleys all day on May 31 and June 1 for FAM Tours. Todd moved, Van Den Eykel seconded such request. Roll Call: Aye-All. Motion carried.

Shantel Herman from Deadwood History Inc. requested permission to waive group fee and allow Deadwood History Inc. to use special trolley for summer activities on June 16, June 21, July 20 and July 21, 2016. Speirs moved, Ruth seconded such request. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, May 2, 2016

### CONSENT

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

- A. Permission for Mayor to sign agreement with Moss Rock Landscaping Inc. to address drainage issues at Mt. Moriah in the amount of \$32,490.00 (approved April 18, 2016)
- B. Permission for Mayor to sign agreement to enable Historic Preservation to purchase cabinet cards from Marlene Todd at cost of \$2,475.00, which will assist in efforts to research historic Deadwood.
- C. Permission to remove Rec Center employees McKenna Swanson and Emily Reif from payroll effective April 1, 2016, and accept resignation from Parking Ramp employee Christine Elliott effective April 22, 2016.
- D. Adopt the vote to annex property into Deadwood according to Resolution 2015-17, sign resolution and development agreement.

### RESOLUTION 2015-17 TO ANNEX REAL PROPERTY

**WHEREAS**, a petition has been filed with the City of Deadwood, Lawrence County, South Dakota in the form and manner required by law, requesting the voluntary annexation of certain real property pursuant to SDCL 9-4-1 and legally described as follows:

#### Real Property owned by Ruth Family Trust:

Lot 2, being a portion of Mineral Survey 733, located in the NE1/4 NE1/4 of Section 28, T5N, R3E, BHM, Lawrence County, South Dakota, all as shown on that certain plat recorded in the office of the Lawrence County Register of Deeds as Plat Document Number 2003-7006 and comprising .21 acres, more or less.

Lot A of MS 601, located in Section 28, T5N, R3E, BHM, Lawrence County, South Dakota.

Lot A of Placer Mining Claim designated by the Surveyor General as Lot No. 108, as shown by "Plat of subdivision of Placer No. 108, near Gayville, South Dakota:" made by Lyle G. Warren, Registered Land Surveyor, under the date of February 2, 1955, which plat is now on file in the office of the Register of Deeds of said Lawrence County. Said Lot A of Placer No. 108, contains 1.14 Acres, more or less.

#### Real Property owned by Ole and Lena Group, LLC, a South Dakota Limited Liability Company:

Mineral Survey #601, Less lot A of MS 601, located in Section 28, T5N, R3E, BHM, Lawrence County, South Dakota as set out in Plat Book 5, Page 71, in the office of the Lawrence County Register of Deeds, Lawrence County, South Dakota;

-and-

Lot 1A of Lot A of M.S. 108, as set out in Plat Book 5, Page 71, in the office of the Lawrence County Register of Deeds Lawrence County, South Dakota.

#### Real Property owned by Broken Boot Mine Inc.:

The Gottland and Gottland Fraction, Mineral Survey 1562, located in Sections 22 and 27, Township 5 North, Range 3 East, Black Hills Meridian, Lawrence County, South Dakota, comprising 15.62 acres, more or less, less any and all encumbrances and easements of record; and

The Bergen and Bergen Fraction, Mineral Survey 1940, located in Sections 22 and 27, Township 5 North, Range 3 East, Black Hills Meridian, Lawrence County, South Dakota, comprising 19.02 acres, more or less, less any and all encumbrances and easements of record.

## **REGULAR MEETING, May 2, 2016**

All located in Lawrence County, South Dakota as shown on Exhibit A attached hereto and by such reference incorporated herein.

**WHEREAS**, it has been determined it would be in the public interest for the City of Deadwood to annex the above-described real property consisting of approximately 56.19 acres for use in the future as residential and commercial development of the City of Deadwood;

**WHEREAS**, it appears that the Petitioners of the property, which is contiguous to the City of Deadwood, South Dakota and that said Petitioners have voluntarily signed the Petition before the City of Deadwood and that said property should be annexed into the City of Deadwood, South Dakota; now therefore,

**BE IT RESOLVED**, pursuant to SDCL 9-4-1, by the City of Deadwood, South Dakota, that the above-described real estate, which is contiguous to the boundaries of the City of Deadwood, and the same is hereby annexed into the City of Deadwood.

**BE IT FURTHER AND FINALLY RESOLVED** that the Annexation and Development Agreement of this same date entered into by and between Petitioners and the City of City of Deadwood is incorporated herein and by this express reference made a part hereof as though it was set out in its entirety.

Dated this 2nd day of May, 2016

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- E. Approve final plat – Define Property Lines, Create a Single Parcel, Library, 435 Williams Street, The Library Lot, Block 23, Formerly Lots 4, 6 and the Remaining Portions of Lots 8, 10 & 12, Block 23, O.T., City of Deadwood, Lawrence County, South Dakota. Approved by Planning and Zoning Commission on April 20, 2018.
- F. Approve final plat – Define Property Lines, Shine Street. Lost 2A, 2B, 2C and 2D of Block 23, Formerly the North Half and South Half of the Southwesterly 20 Feet of Lot 2 and the Northeasterly Five Feet of Lot 21, Block 23, O.T., City of Deadwood, Lawrence County, South Dakota. Approved by Planning and Zoning Commission on April 20, 2016.
- G. Permission to increase wage of Fire Dept. employee Lynette Quaschnick from \$9.15 hr. to \$9.69 hr. effective May 1, 2016 after three years of service, Police Reserve Deam Carollo from \$11.83 hr. to \$12.38 hr. effective May 5, 2016 after two years of service, Lifeguard Kayla Huber from \$9.44 hr. to \$9.69 hr. effective May 6, 2016 after one year of service
- H. Permission to hire trolley drivers Linda Kottke at \$12.63 hr. and Doug Magnuson at \$12.63 hr. effective May 9, 2016.
- I. Rec Center personnel: hire Grace Campbell as lifeguard at \$9.44 an hour effective May 10 and transfer Hailey Trehwella to lifeguard position at \$9.44 an hour effective May 3, 2016. Hire Phillip Madsen at front desk at \$8.67 an hour effective May 5, 2016.
- J. Approve payment to Deadwood Electric in the amount of \$4,119.49 to install new service, pipe and pull wire to football field panel. To be paid from Historic Preservation Capital Asset line item.
- K. Authorize purchase of 5500 gallons of gasoline from Southside Oil at cost of \$1.93 per gallon.
- L. Permission to hire the following seasonal employees at following departments, effective dates and hourly rates pending pre-employment screening: Mt. Moriah effective May 4, 2016 – Pam Goodwin \$9.69, Constance Olsen \$10.40, Jeanne Zurey \$9.69, David Zurey \$9.15, Linda Carrico \$8.67, Georgeann Silvernail \$8.93, Doris Schenk \$10.40. Parks effective May 31, 2016: Coltan Radenslaben \$8.93, Kole Frisinger \$9.15, Brock Hanson \$9.69, Colt Bradley \$8.93, Connor Kuhl \$8.67, Darcy Campbell \$8.67, Miranda Luze \$8.93, Echo Bauer \$8.67, Evelyn Groeger \$8.67, Riley Lundquist \$8.67, Andrew Fessler \$8.67, Trevor Tridle \$10.40 effective May 9, 2016. Landscape effective May 26, 2016 – Randi Coddington \$8.93, Kathleen Goin \$8.67. Streets Greg Nelson effective May 9, 2016.
- M. Permission for Mayor to sign contract with Berberich Design (approved April 18, 2016)
- N. Permission for Mayor to sign contract with Rosenbaum Signs (approved April 18, 2016)
- O. Permission for Mayor to sign contract with Chamberlin Architects (approved April 18, 2016)

## REGULAR MEETING, May 2, 2016

- P. Renew twelve-month lease with South Dakota School for the Deaf for office rental and one parking space at History and Information Center in the amount of \$3,000.00.

### BID ITEMS

#### Retaining Walls

Todd moved, Speirs seconded to accept low bid from RCS Construction for 84 Van Buren retaining wall in the amount of \$237,000.00. Bids were opened on April 14, 2016. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to accept low bid from RCS Construction for 50 Van Buren retaining wall in the amount of \$149,000.00. Bids were opened on April 14, 2016. Roll Call: Aye-All. Motion carried.

#### Retaining Walls

Mayor Turbiville stated five bids were opened for the Fremont Street retaining wall and street improvements at 2:00 p.m. on April 14, 2016 as advertised. Bid bonds were included in the following bid submittals:

Journey Construction dba Ainsworth Benning Construction - \$152,700.00  
RCS Construction - \$177,000.00  
Mainline Construction - \$186,000.00  
CAI Construction - \$324,240.00  
Ofstedahl Construction - \$387,234.00

Historic Preservation Officer Kuchenbecker recommended Commission accept the low bid from Journey Construction dba Ainsworth Benning Construction. Speirs moved, Ruth seconded to award bid. Roll Call: Aye-All. Motion carried.

### PUBLIC HEARINGS

Ruth moved, Speirs seconded to set public hearing on May 16, 2016 for Retail (on-off sale) Malt Beverage License (RB-21478) and Retail (on-off sale) Wine License (RW-21479) transfers from Dakota's Best Wine and Gifts to Broken Arrow Trading Company Inc. dba Deadwood Winery at 696 Main Street. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to set public hearing on May 16, 2016 for Deadwood Jam Activities. Roll Call: Aye-All. Motion carried.

### OLD BUSINESS

#### Motorcycle Parking

Mayor Turbiville recapped events of prior City Commission meeting and reopened the public hearing. Commissioner Todd expressed concern about providing adequate parking for our guests. Todd also expressed concern about the deficit in the Parking and Transportation Fund. Commissioner Van Den Eykel agreed. Commissioners Speirs and Ruth stated that adequate parking is available in Broadway Ramp and believed signage could direct visitors in that direction. Business owner Russo spoke in favor on behalf of Revitalization. Madame Peacock's co-owner Julie Geyerman also spoke in favor. Mike Rodman spoke in favor on behalf of Deadwood Gaming Association, as did Ron Island, business owner. After hearing was closed Ruth moved, Speirs seconded to allow Motorcycle parking on Main Street and in Interpretive Lot Sunday, July 31 through Sunday, August 14, 2016. Roll Call: Aye-Ruth, Speirs, Todd, Turbiville. Nay-Van Den Eykel. Motion carried.

#### Proposal

Historic Preservation Officer Kuchenbecker informed the Commission that the last inspection on the bridge was in 1992. Kuchenbecker also did research and if the Commission approves, step one is to hire an engineering firm to provide a load rating and address deficiencies in the bridge. After additional questions from Commission regarding what the report entails, Todd moved, Van Den Eykel seconded to approve proposal from Interstate engineering in the amount not to exceed \$6,000.00 for services related to Old Charles Street Bridge. Roll Call: Aye-All. Motion carried.



## REGULAR MEETING, May 2, 2016

### NEW BUSINESS

#### Change Orders

Public Works Director Green provided details to change order mostly due to soil conditions and recommended approval. Van Den Eykel moved, Ruth seconded to approve Change Order #2 with Ainsworth Benning in the amount of \$49,255.72 at Lower Main Visitor Center, bringing total project cost to \$6,445,670.81. Roll Call: Aye-All. Motion carried.

After information from Public Works Director Green on Change Orders 6, 7, and 8 in the amount of \$6,897.37 with Oftedahl Construction on Highway 85/385 utility relocation project, Speirs moved, Van Den Eykel seconded to approve Change Order #6, 7, and 8 in the amount of \$6,897.37. Roll Call: Aye-All. Motion carried.

#### Staff

Ruth moved, Speirs seconded to add two additional part time staff employees at Deadwood Rec Center. Roll Call: Aye-All. Motion carried.

#### Purchase

Historic Preservation Officer Kuchenbecker informed City Commission that the Wild Bill Bar sign is a landmark sign and this agreement would bring sign back to its original location. Commissioner Ruth stated this easement agreement would protect the landmark sign and assist with both parties at a cost neutral situation. Commissioner Van Den Eykel stated this transaction should have taken place between both parties. Upon questioning from Van Den Eykel, Kuchenbecker stated the easement agreement will indicate that maintenance of sign is responsibility of owner. Owners Rick, Margi Olesen and Matt Steiner were available to answer any questions. Ruth moved, Speirs seconded to approve the purchase of Wild Bill Bar sign in the amount of \$13,500.00 from Matt Steiner, 610 Main Street, and enter into lease to own agreement with Rick and Margi Olesen at rate of \$1,500.00 per year for ten years with lease purchase easement to protect sign in perpetuity. Roll Call: Aye-Ruth, Speirs, Todd, Turbiville. Nay-Van Den Eykel. Motion carried.

#### Payment

Ruth moved, Speirs seconded to approve payment of registration fees for four participants from Deadwood Chamber, Deadwood History and Historic Preservation Commission to attend Experience LAB in Minneapolis on October 17 – 19, 2016. Participants will pay for transportation, hotel and meals. Roll Call: Aye-All. Motion carried.

### INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mayor Turbiville read the following informational items:

- Arbor Day Celebration has been moved to May 6 at 9:00 a.m. at Gordon Park.
- thanked the Lead-Deadwood Area Lions Club for \$225.00 contribution to defray costs of two Arbor Day trees.
- stated Ordinance #1244 to Adopt Campaign Finance Disclosures enacted after April 12, 2016 election and canvas. Ordinance to be published May 3.
- free dump week will be held May 16 through May 20.
- stated Deadwood Rec Center will be closed on Mother's Day May 8.
- City of Deadwood public water system and system's operation specialists have been awarded the Secretary's Award for Drinking Water Excellence for the fifteenth consecutive year by DENR. Commission thanked Ron and his staff.
- Proclamation declaring May 8 through May 16 Hospital Week and May 6 through May 12 Nurses Week in the City of Deadwood.

Finance Officer Nelson thanked Jim Olson, Willie Steinlicht, Bruce Outka, and Lawrence County Auditor's Office for their help with the recount of the election on April 20.

**REGULAR MEETING, May 2, 2016**

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

**ADJOURMENT**

Speirs moved, Van Den Eykel seconded to adjourn the regular session at 5:53 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2 (3) with possible action. The next regular meeting will be on Monday May 16, 2016.

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

ATTEST:

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

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

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

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

PACKET: 03781 COMBINED - 5/17/16

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-051016	101-3000-202	LIQUOR LICENS TRSF MALT BEV LIC/DWD WINERY	000000	75.00
		I-051116	101-3000-202	LIQUOR LICENS MALT BEV RENEWALS 2016-17	000000	6,675.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	6,750.00
01-0130	TURBIVILLE, CHARLES					
		I-050216	101-4111-427	TRAVEL MILEAGE TO MAYOR'S LUNCH MTG	000000	54.60
01-0418	BLACK HILLS PIONEER					
		I-229-2016	101-4111-423	PUBLISHING MINUTES - 3/21/16	000000	188.12
		I-245 - 2016	101-4111-423	PUBLISHING NOH - NH COMMUNITY BAND	000000	12.66
		I-246	101-4111-423	PUBLISHING NOH - TRSF BEV LICENSE	000000	14.92
		I-247 - 2016	101-4111-423	PUBLISHING NOH - CINCO DE MAYO	000000	12.21
		I-248 -2016	101-4111-423	PUBLISHING NOH - LEGENDS RIDE	000000	11.31
		I-249 - 2016	101-4111-423	PUBLISHING NOH - MOTORCYCLE PARKING	000000	12.66
		I-250 -2016	101-4111-423	PUBLISHING NOH - KOOL DWD NITES	000000	36.63
		I-251 - 2016	101-4111-423	PUBLISHING NOH - MUSTANG RALLY	000000	9.04
		I-252 - 2016	101-4111-423	PUBLISHING NOH - VEHICLE ASSN NATL TOUR	000000	9.95
		I-253 - 2016	101-4111-423	PUBLISHING NOH - DAYS OF '76 EVENTS	000000	21.25
		I-254 - 2016	101-4111-423	PUBLISHING NOH - DAYS '76 STEER ROPING	000000	15.37
		I-255	101-4111-423	PUBLISHING ORD.#1243 - SUPPLMT BUDGET	000000	19.44
		I-278 - 2012	101-4111-423	PUBLISHING MINUTES - 4/4/16	000000	165.51
			DEPARTMENT 111	COMMISSION	TOTAL:	583.67
		I-199	101-4130-422	PROFESSIONAL NOTICE OF MUNICIPAL ELECTION	000000	50.47
		I-228 - 2016	101-4130-422	PROFESSIONAL OFFICIAL ELECTION BALLOT	000000	228.00
			DEPARTMENT 130	ELECTIONS	TOTAL:	278.47
01-2580	SD GOV. FINANCE OFFICER					
		I-042616	101-4142-427	TRAVEL REGISTRATION - FIN.OFC.SCHOOL	000000	75.00
01-2581	SD GOV. HUMAN RESOURCE					
		I-042816	101-4142-427	TRAVEL REGISTRATION FEE - HR SCHOOL	000000	50.00
			DEPARTMENT 142	FINANCE	TOTAL:	125.00
01-0213	TRUGREEN CHEM-LAWN					
		I-46043985	101-4192-422-10	PROFESSIONAL LAWN SERVICE/LIBRARY	000000	43.25
		I-46067089	101-4192-428-01	UTILITES - AD LAWN SERVICE/ADAMS HOUSE	000000	40.75
		I-46085228	101-4192-422-11	PROFESSIONAL LAWN SERVICE/PARKS, CEMETERY	000000	141.75
		I-46087552	101-4192-422-02	PROFESSIONAL LAWN SERVICE/ADAMS MUSEUM	000000	40.75
		I-46088582	101-4192-422-08	PROFESSIONAL- LAWN SERVICE/HISTORY CENTER	000000	43.25

PACKET: 03781 COMBINED - 5/17/16  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS POWER & LIC					
		I-04/27/16 POWER PB	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	39.26
		I-04/27/16 POWER PB	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	38.19
		I-04/27/16 POWER PB	101-4192-428	UTILITIES WELCOME SIGN JCT HWY 385 & CLI	000000	39.83
		I-04/27/16 POWER PB	101-4192-428	UTILITIES 1 MILLER STREET	000000	17.46
		I-04/27/16 POWER PB	101-4192-428	UTILITIES WELCOME SIGN DEADWOOD HILL	000000	37.59
		I-04/27/16 POWER PB	101-4192-428	UTILITIES SAMPSON STREET PUMP	000000	17.80
		I-04/27/16 POWER PB	101-4192-428	UTILITIES PRESSURE REG STATION CRESCENT	000000	169.36
		I-04/27/16 POWER PB	101-4192-428	UTILITIES GAYVILLE PUMP	000000	12.00
		I-04/27/16 POWER PB	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	69.63
		I-04/27/16 POWER PB	101-4192-428	UTILITIES WELL HOUSE OAKRIDE CEMETERY	000000	137.71
		I-04/27/16 POWER PB	101-4192-428-13	UTILITIES - R REC CENTER 105 SHERMAN ST	000000	6,682.97
		I-04/27/16 POWER PB	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	726.12
		I-04/27/16 POWER PB	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	10.52
		I-04/27/16 POWER PB	101-4192-428	UTILITIES 62 1/2 DUNLAP AVE	000000	6.68
		I-04/27/16 POWER PB	101-4192-428	UTILITIES PRV 62 1/2 DUNLAP AVE	000000	150.79
		I-04/27/16 POWER PB	101-4192-428	UTILITIES SHERMAN PINE TRAFFIC SIGNAL	000000	52.68
		I-04/27/16 POWER PB	101-4192-428-03	UTILITIES - B BALLFIELD CONCESSIONS CRESCENT	000000	339.27
		I-04/27/16 POWER PB	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LTS 14A	000000	230.37
		I-04/27/16 POWER PB	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	14.60
		I-04/27/16 POWER PB	101-4192-428	UTILITIES PUMP 119 DENVER AVENUE	000000	857.01
		I-04/27/16 POWER PB	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE 23 DWD	000000	159.81
		I-04/27/16 POWER PB	101-4192-428-05	UTILITIES - C COLD STORAGE 110 TIMMS LANE	000000	51.94
		I-04/27/16 POWER PB	101-4192-428-10	UTILITIES - L DWD LIBRARY 435 WILLIAMS ST	000000	653.82
		I-04/27/16 POWER PB	101-4192-428	UTILITIES TRAFFIC LIGHTS 105 1/2 SHERMAN	000000	78.23
		I-04/27/16 POWER PB	101-4192-428	UTILITIES 102 WATER TANK LANE	000000	12.00
		I-04/27/16 POWER PB	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	256.51
		I-04/27/16 POWER PB	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	12.00
		I-04/27/16 POWER PB	101-4192-428	UTILITIES PLUMA HEAT TAPE 500 CLIFF STR	000000	48.49
		I-04/27/16 POWER PB	101-4192-428	UTILITIES RODEO GROUNDS ARENA CRESCENT S	000000	12.00
		I-04/27/16 POWER PB	101-4192-428	UTILITIES 65 SHERMAN STREET	000000	4,354.36
		I-04/27/16 POWER PB	101-4192-428-01	UTILITIES - AD ADAMS HOUSE INFO CENTER	000000	140.49
		I-04/27/16 POWER PB	101-4192-428	UTILITIES FIRE DEPT SIREN MCGOVERN HILL	000000	13.65
		I-04/27/16 POWER PB	101-4192-428	UTILITIES CONCESSION STAND CRESCENT ST	000000	67.75
		I-04/27/16 POWER PB	101-4192-428	UTILITIES PRV DUNBAR WATER TANK ROOSEVEL	000000	12.00
		I-04/27/16 POWER PB	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	74.58
		I-04/27/16 POWER PB	101-4192-428-04	UTILITIES - C CITY HALL 108 SHERMAN STREET	000000	90.22
		I-04/27/16 POWER PB	101-4192-428-04	UTILITIES - C CITY HALL 108 SHERMAN STREET	000000	2,351.50
		I-04/27/16 POWER PB	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN STREET	000000	807.26
		I-04/27/16 POWER PB	101-4192-428	UTILITIES METHODIST MEMORIAL PARK SHINE	000000	26.68
		I-04/27/16 POWER PB	101-4192-428	UTILITIES CUTTING MINE 30 DWD GULCH	000000	17.80
		I-04/27/16 POWER PB	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	468.27
		I-04/27/16 POWER PB	101-4192-428	UTILITIES PUMPHOUSE MT MORIAH ROAD	000000	12.83
		I-04/27/16 POWER PB	101-4192-428	UTILITIES TICKET BOOTH & BATHROOM MM	000000	34.17
		I-04/27/16 POWER PB	101-4192-428	UTILITIES PRV STATION 4 DAKOTA STREET	000000	175.71
		I-04/27/16 POWER PB	101-4192-428-01	UTILITIES - AD ADAMS HOUSE 22 VAN BUREN ST	000000	505.16
		I-04/27/16 POWER PB	101-4192-428-08	UTILITIES - HI HISTORY CENTER 3 SEIVER STREET	000000	887.07
		I-04/27/16 POWER PB	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	378.09
		I-04/27/16 POWER PB	101-4192-428	UTILITIES 5 SEIVER STREET	000000	569.23

PACKET: 03781 COMBINED - 5/17/16  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS POWER & LIG	continued				
		I-04/27/16 POWER PB	101-4192-428-11	UTILITIES - P PARK SHOP CRESCENT STREET	000000	296.25
		I-04/27/16 POWER PB	101-4192-428-06	UTILITIES - D 15 CRESCENT STREET RODEO	000000	592.45
		I-04/27/16 POWER PB	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	20.77
		I-04/27/16 POWER PB	101-4192-428	UTILITIES PUMP PLEASANT STREET	000000	34.04
		I-04/27/16 POWER PB	101-4192-428-18	UTILITIES - F FOOTBALL FIELD 15 CRESCENT ST	000000	178.01
		I-04/27/16 POWER PB	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	803.45
		I-04/27/16 POWER PB	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	10.52
		I-04/27/16 POWER PB	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRKING LOT B	000000	188.54
		I-04/27/16 POWER PB	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	34.52
		I-04/27/16 POWER PB	101-4192-428	UTILITIES PRESSURE REDUCTION STN MAIN ST	000000	144.86
		I-04/27/16 POWER PB	101-4192-428	UTILITIES FLAG MT MORIAH DRIVE	000000	51.07
		I-04/27/16 POWER PB	101-4192-428-14	UTILITIES - S CITY SHOP DUNLOP AVENUE	000000	782.12
		I-04/27/16 POWER PB	101-4192-428	UTILITIES SPEED SIGN MCKINLEY STREET	000000	12.47
01-0436	BLACK HILLS WINDOW CLEA					
		I-57004	101-4192-422-07	PROFESSIONAL APRIL WINDOW CLEANING/FIRE HAL	000000	266.00
		I-57004	101-4192-422-13	PROFESSIONAL APRIL WINDOW CLEANING/REC CENT	000000	437.00
01-0547	M&M SANITATION					
		I-30273	101-4192-426-05	SUPPLIES - CO TOILET RENTAL/COLD STORAGE	000000	110.00
01-0653	FASTENAL COMPANY					
		I-SDSPE88184	101-4192-426-05	SUPPLIES - CO CABLE TIES/COLD STORAGE	000000	34.80
01-0782	JACOBS PRECISION WELDIN					
		I-22945	101-4192-425-06	REPAIRS - DAY 99" OF 4" ALUMIN CHANNEL/RODEO	000000	59.64
01-1148	KNECHT HOME CENTER, INC					
		I-934077	101-4192-425-17	REPAIRS-DAYS DECK-STRUCT HEM FIR/'76 MUSEUM	000000	40.23
01-1380	WASTE CONNECTIONS, INC.					
		I-11956765	101-4192-426-14	SUPPLIES - ST DUMPSTER/STREETS	000000	336.00
		I-119567786	101-4192-426-11	SUPPLIES - PA DUMPSTER/PARKS	000000	415.80
		I-11957687	101-4192-426-09	SUPPLIES - HA DUMPSTER/HARCC	000000	497.50
01-1502	BLACK HILLS CHEMICAL					
		I-098280A	101-4192-426	SUPPLIES GLASS AND STEEL CLEANER/PB	000000	190.65
		I-098569	101-4192-426	SUPPLIES TOILET PAPER-TOWEL-CLOROX/PB	000000	127.95
		I-098938	101-4192-426	SUPPLIES CLOROX-TOWELS-GLOVES/PUB BLDGS	000000	139.89
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-693306	101-4192-425	REPAIRS REAR BRAKE ROTOR & PAD/PBLDG	000000	137.56
		I-32-693950	101-4192-425-04	REPAIRS - CIT (8) BOLTS METRIC - PBLDGS	000000	1.04
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1046003	101-4192-422-05	PROFESSIONAL TOWABLE LIFT/COLD STORAGE	000000	410.00
01-3094	BOMGAARS					

PACKET: 03781 COMBINED - 5/17/16  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: PNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3094	BOMGAARS		continued			
		I-57154815	101-4192-426-05	SUPPLIES - CO NETTING/PUBLIC BUILDINGS	000000	23.98
01-3685	BLACK HILLS SECURITY &					
		I-R230844	101-4192-426-10	SUPPLIES - LI ALARM 05/01-07/31/16 / LIBRARY	000000	104.85
01-3838	VAST BROADBAND					
		I-04/24/16 PHONE CH	101-4192-428-04	UTILITIES - C TELEPHONE 04/28-05/27/16/CH	000000	1,235.43
01-3975	FIRST NATIONAL CREDIT C					
		I-04/25/16 CC KRUEL	101-4192-426-14	SUPPLIES - ST FAUCET-SCENT-UTILITY TL/STREET	000000	25.07
		I-04/25/16 CC KRUEL	101-4192-425-06	REPAIRS - DAY FAUCET-SCENT-UTILITY TL/RODEO	000000	167.07
DEPARTMENT 192 PUBLIC BUILDINGS TOTAL:						30,140.74
01-0189	CUSTOM CAGE, INC.					
		I-357	101-4210-434	MACHINERY/EQU PPU EXPLORER - CAGE	000000	680.00
01-0467	CULLIGAN OF THE NORTHER					
		I-79908	101-4210-424	RENTALS BOTTLED WATER, CUPS - POLICE	000000	37.50
		I-80596	101-4210-424	RENTALS WATER COOLER RENTAL - POLICE	000000	15.00
01-1230	INTERSTATE ALL BATTERY					
		I-1901001005856	101-4210-426	SUPPLIES 3V BATTERIES	000000	100.00
01-1410	WESTERN COMMUNICATIONS,					
		I-16-715879	101-4210-425	REPAIRS REPAIR RADIO - POLICE	000000	133.00
01-1424	SOUTHSIDE SERVICE					
		I-44167	101-4210-425	REPAIRS USED TIRES - POLICE	000000	50.00
		I-44234	101-4210-425	REPAIRS TIRE BALANCE - POLICE	000000	9.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-693690	101-4210-425	REPAIRS REPAIR PARTS - POLICE	000000	39.90
		I-32-693839	101-4210-425	REPAIRS HVY DUTY PUSH/PU - POLICE	000000	10.64
		I-32-693958	101-4210-425	REPAIRS FUSE, NYLON TIES - POLICE	000000	11.15
		I-32-694029	101-4210-425	REPAIRS REPAIR PARTS - POLICE	000000	16.26
		I-32-694076	101-4210-425	REPAIRS REPAIR PART FOR POLICE CAR	000000	3.29
01-1725	QUILL CORPORATION					
		I-5294335	101-4210-426	SUPPLIES SUPPLIES - POLICE	000000	93.55
01-1827	MS MAIL & MARKETING					
		I-8061	101-4210-426	SUPPLIES EVIDENCE FORMS - POLICE	000000	162.50
01-2402	MERTENS, KENNETH					
		I-042916	101-4210-415	GROUP INSURAN REIMBURSEMENT	000000	293.72

PACKET: 03781 COMBINED - 5/17/16  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 210 POLICE  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3823	REGIONAL HEALTH CLIENT					
		I-168866C2296	101-4210-422	PROFESSIONAL TESTING	000000	50.00
				DEPARTMENT 210 POLICE	TOTAL:	1,705.51
01-0360	ABC BUSINESS SUPPLY					
		I-10270	101-4221-426	SUPPLIES LAM. POUCHES, TONER CARTRIDGES	000000	254.89
01-1498	A & J SUPPLY					
		I-1445	101-4221-422	PROFESSIONAL PIPE, IRON	000000	13.05
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-042716	101-4221-426	SUPPLIES REIMBS.- FASTENERS	000000	29.00
		I-042816	101-4221-426	SUPPLIES REIMBS.- CLAMPS, BUSHINGS, VALVE	000000	51.63
		I-050916	101-4221-422	PROFESSIONAL LONGEVITY AWARD - M. RUNGE	000000	25.00
01-3056	NORTHERN HILLS TECHNOLO					
		I-11963	101-4221-422	PROFESSIONAL ONLINE BKUP, ADD'L STORAGE-FIRE	000000	74.00
01-3170	MED-TECH RESOURCE, INC.					
		I-59318	101-4221-426	SUPPLIES RESPONDER MEDICAL BAG KIT	000000	160.92
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:		608.49
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-693102	101-4232-426	SUPPLIES BLACK NITRILE/BLDG INSPECTOR	000000	43.60
01-2243	MOHR, TRENT					
		I-05/09/16 SODACETRA	101-4232-427	TRAVEL SODACE CONFERENCE/BLDG INSP	000000	248.16
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	291.76
01-0206	SCHMIDT, WILLIAM					
		I-05/12/16 CURB REP	101-4310-425	REPAIRS REMOVE/REPLACE CURB/STREETS	000000	960.00
01-0467	CULLIGAN OF THE NORTHER					
		I-76579	101-4310-426	SUPPLIES (2) 5 GAL WATER/STREETS	000000	13.00
		I-77029	101-4310-426	SUPPLIES (3) 5 GAL WATER/STREETS	000000	19.50
		I-78209	101-4310-426	SUPPLIES (4) 5 GAL WATER/STREETS	000000	26.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-160410100	101-4310-422	PROFESSIONAL (2) VOICEMAIL-PAGER-MAY/STRTS	000000	34.18
01-0561	SD ONE CALL					
		I-SD16-0976	101-4310-422	PROFESSIONAL LOCATE MSGS & FAXES/STREETS	000000	39.76

5/13/2016 12:03 PM  
 PACKET: 03781 COMBINED - 5/17/16  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-44875	101-4310-425	REPAIRS TRUCK TIRE REPAIR/STREETS	000000	50.00
01-0619	TWILIGHT FIRST AID & SA					
		I-31112	101-4310-426	SUPPLIES BANDAGES-EYE PROTECT/STRTS	000000	265.35
01-1406	STRETCH'S GLASS & CUSTO					
		I-I026581	101-4310-425	REPAIRS LOADER AND INSTALL/STREETS	000000	712.85
01-1589	TEAM LABORATORY CHEMICA					
		I-INV0001116	101-4310-425	REPAIRS (25) BAGS FINE ROAD PATCH/STRT	000000	387.25
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-692650	101-4310-425	REPAIRS REAR BRAKE ROTOR & PAD/STRTS	000000	116.62
		I-32-693205	101-4310-425	REPAIRS AIR/FUEL FILTER PLUGS/STRTS	000000	170.70
		I-32-693229	101-4310-425	REPAIRS FUEL MODULE-FUEL FILTER/STRTS	000000	208.24
01-3094	BOMGAARS					
		I-57154838	101-4310-426	SUPPLIES BATTERY-NAILER-NAILS/STREETS	000000	456.96
01-3974	HI-VIZ SAFETY WEAR, LLC					
		I-75621	101-4310-426	SUPPLIES HI-VIZ LOGO T-SHIRTS/STREETS	000000	665.07
DEPARTMENT 310 STREETS						TOTAL: 4,125.48
01-1380	WASTE CONNECTIONS, INC.					
		I-11956908	101-4320-422	PROFESSIONAL GARBAGE SERVICES/RESIDENTS	000000	6,601.30
DEPARTMENT 320 SANITATION						TOTAL: 6,601.30
01-0418	BLACK HILLS PIONEER					
		I-04/30/16 HELP ADS	101-4520-426	SUPPLIES SUMMER HELP ADVERTISING/PARKS	000000	204.00
		I-4/30/16-C	101-4520-426	SUPPLIES ADJ.AMT.-SUMMER HELP AD /PARKS	000000	100.00
01-0467	CULLIGAN OF THE NORTHER					
		I-76578	101-4520-426	SUPPLIES (1) 5 GALLON WATER/PARKS	000000	6.50
		I-79196	101-4520-426	SUPPLIES APRIL COOLER RENTAL/PARKS	000000	15.00
		I-80595	101-4520-426	SUPPLIES MAY COOLER RENTAL/PARKS	000000	15.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-160410111	101-4520-422	PROFESSIONAL (2) PAGER-VOICEMAIL-MAY/PARKS	000000	35.22
01-0515	ROCKINGTREE LANDSCAPES					
		I-260563	101-4520-433	IMPROVEMENTS BABY BLUE SPRUCE TREES/PARKS	000000	283.50
01-0545	LYNN'S DAKOTA MART					
		I-0003-2016	101-4520-433-03	CIP - GORDON NACHO CHEESE MACHINE-BALLPARK	000000	199.00



PACKET: 03781 COMBINED - 5/17/16

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
01-0551	MENARD'S					
		I-78489	101-4520-433-03	CIP - GORDON REBAR RODS-MORTAR-SEALER/BB	000000	225.74
01-0653	FASTENAL COMPANY					
		I-SDSPE88030	101-4520-433-03	CIP - GORDON (75) TRUBOLT/BASEBALL FIELD	000000	49.67
01-1324	DAKOTA FENCE					
		I-160153	101-4520-433-03	CIP - GORDON GORDON PARK PROJECT/PARKS	000000	33,700.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-692753	101-4520-425	REPAIRS REAR BRAKE ROTOR/PARKS	000000	118.80
		I-32-692876	101-4520-425	REPAIRS TAIL LAMP ASSEMBLY/PARKS	000000	113.54
		I-32-693073	101-4520-426	SUPPLIES TORX-TAILLAMP ASSEMBLY/PARKS	000000	92.69
		I-32-693107	101-4520-425	REPAIRS SEMI MET DISC PAD/PARKS	000000	51.08
		I-32-693541	101-4520-426	SUPPLIES SYN15W-MINI BULB/PARKS	000000	21.94
		I-32-693894	101-4520-426	SUPPLIES DUPONT GUN AND EQUIP/PARKS	000000	33.84
		I-32-693940	101-4520-425	REPAIRS SELF ETCHING-MASKING/PARKS	000000	168.12
		I-32-694021	101-4520-426	SUPPLIES PRECISION MASKING /PARKS	000000	69.28
01-3974	HI-VIZ SAFETY WEAR, LLC					
		I-75621	101-4520-426	SUPPLIES HI-VIZ LOGO T-SHIRTS/PARKS	000000	332.54
01-3975	FIRST NATIONAL CREDIT C					
		I-04/25/16 CC KRUEL	101-4520-433-03	CIP - GORDON FAUCET-SCENT-UTILITY TL/BASEBA	000000	59.96
DEPARTMENT 520 PARKS						TOTAL: 35,895.42
01-1786	PETTY CASH/HISTORIC PRE					
		I-050916	101-4640-426	SUPPLIES PETTY CASH REIMBSMT - P&Z	000000	20.00
DEPARTMENT 640 PLANNING AND ZONING						TOTAL: 20.00
FUND 101 GENERAL FUND						TOTAL: 87,125.84

PACKET: 03781 COMBINED - 5/17/16

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0039	SD STATE HISTORICAL SOC					
		I-042016-LIB	206-4550-422	PROFESSIONAL MEMBERSHIP	000000	40.00
01-0273	SEVENTEEN					
		I-051016	206-4550-434	BOOKS, MAPS A SUBSCRIPTION	000000	21.97
01-0360	ABC BUSINESS SUPPLY					
		I-10265	206-4550-426	SUPPLIES COPY PAPER - LIBRARY	000000	84.00
01-0467	CULLIGAN OF THE NORTHER					
		I-76584	206-4550-426	SUPPLIES WATER CUPS - LIBRARY	000000	5.00
		I-78238	206-4550-426	SUPPLIES 2 - 5 GAL. WATER - LIBRARY	000000	11.00
01-0553	MONTANA DAKOTA UTILITIE					
		I-68250010003APR16	206-4550-428	UTILITIES NATURAL GAS - LIBRARY	000000	231.13
01-0619	TWILIGHT FIRST AID & SA					
		I-030116	206-4550-426	SUPPLIES FIRST AID SUPPLIES - LIBRARY	000000	48.75
01-0897	SPORTS ILLUSTRATED					
		I-051016	206-4550-434	BOOKS, MAPS A SUBSCRIPTION	000000	89.04
01-0973	PETTY CASH- LIBRARY					
		I-051016	206-4550-426	SUPPLIES PETTY CASH REIMB.-POSTAGE/LIBR	000000	96.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN274368	206-4550-426	SUPPLIES COPIER CONTRACT-APR/LIBRARY	000000	39.40
		I-IN284208	206-4550-426	SUPPLIES COPIER CONTRACT-MAY/LIBRARY	000000	39.40
01-1557	DEMCO, INC.					
		I-5839480	206-4550-425	REPAIRS STEREO, DATE DUE SLIPS	000000	116.49
01-1562	MIDWEST TAPE					
		I-93844425	206-4550-434	BOOKS, MAPS A DVDs	000000	66.97
		I-93866053	206-4550-434	BOOKS, MAPS A DVD	000000	22.99
		I-93888721	206-4550-434	BOOKS, MAPS A DVDs	000000	69.97
		I-93911254	206-4550-434	BOOKS, MAPS A DVDs	000000	41.98
01-1871	SD STATE ARCHIVES					
		I-6029	206-4550-429	OTHER DIAZO MICROFILM-OCT'15-JAN'16	000000	115.20
01-1911	EMERY-PRATT COMPANY					
		I-573049	206-4550-434	BOOKS, MAPS A BOOKS	000000	31.89
		I-573511	206-4550-434	BOOKS, MAPS A BOOKS	000000	47.59
		I-573929	206-4550-434	BOOKS, MAPS A BOOKS	000000	87.86
		I-574327	206-4550-434	BOOKS, MAPS A BOOKS	000000	46.60
		I-574659	206-4550-434	BOOKS, MAPS A BOOKS	000000	198.75
		I-574794	206-4550-434	BOOKS, MAPS A BOOKS	000000	15.66
		I-575138	206-4550-434	BOOKS, MAPS A BOOKS	000000	64.36

PACKET: 03781 COMBINED - 5/17/16

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3305	CENTURION TECHNOLOGIES					
		I-171163	206-4550-426	SUPPLIES SMARTSHIELD RENEWAL - LIBRARY	000000	50.00
01-3665	MITZI'S BOOKS					
		I-2601	206-4550-424	CHILDREN'S PR BOOKS - LIBRARY	000000	40.71
				DEPARTMENT 550 LIBRARY	TOTAL:	1,722.71
				FUND 206 LIBRARY FUND	TOTAL:	1,722.71

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BANK: FNBAP

FUND	209	BED & BOOZE FUND	TOTAL:	950.60
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PACKET: 03781 COMBINED - 5/17/16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-050516	215-4572-235	VISITOR MGMT EXPERIENCE LAB REGISTER (2)	000000	2,998.00
		I-051016	215-4572-210	VISITOR MGMT HPC MARKETING 4/12-5/10/16	000000	17,818.64
		I-2312	215-4572-235	VISITOR MGMT 2016 PASTPORT PARTNERSHIP	000000	1,500.00
01-1876	DEADWOOD GULCH RESORT					
		I-042116	215-4572-235	VISITOR MGMT HP ENERGY WORKSHOP	000000	756.00
01-3558	DEADWOOD HISTORY, INC.					
		I-201648	215-4572-235	VISITOR MGMT EXPERIENCE LAB- ROSE SPEIRS	000000	1,499.00
		I-201650	215-4572-235	VISITOR MGMT 1 HR LABOR TRUE WEST MAG AD	000000	35.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 24,606.64
01-0451	RUNGE, MIKE					
		I-042916	215-4573-335	HIST. INTERP. POSTAGE REIMBURSEMENT	000000	54.13
01-0951	DEADWOOD ALIVE					
		I-139-16	215-4573-345	HIST. INTERP. 2016 DEADWOOD ALIVE SEASON	000000	20,000.00
		I-142-16	215-4573-345	HIST. INTERP. SPRING 2016 (OFF SEASON)	000000	1,500.00
01-1547	AASLH MEMBERSHIP SERVIC					
		I-050316	215-4573-325	HIST. INTERP. 2016 AASLH MEMBERSHIP SERVICES	000000	115.00
01-2014	TOMS, DON					
		I-LP5	215-4573-335	HIST. INTERP. FUNERAL HOME REC 5 OF 20	000000	780.00
01-3788	IMAGE UP CREATIVE SERVI					
		I-2496	215-4573-335	HIST. INTERP. 1879 MT MORIAH CEMETERY MAP	000000	1,007.93
		I-2500	215-4573-335	HIST. INTERP. 1879 COBURN PANORAMIC IMAGES	000000	1,750.00
		I-2501	215-4573-335	HIST. INTERP. PHO.2007.36.1 CHINESE CHARACTE	000000	60.00
01-3940	EME CORPORATION					
		I-160510476	215-4573-335	HIST. INTERP. REPLACE GLASS BASEMENT SCANNER	000000	335.00
01-3975	FIRST NATIONAL CREDIT C					
		I-051116	215-4573-330	HIST. INTERP. HP MAY 2016 CREDIT CARD PAYMEN	000000	315.60
01-3980	TODD, MARLENE					
		I-201605	215-4573-330	HIST. INTERP. 7 CABITNET CARDS OF DEADWOOD	000000	2,475.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 28,392.66
01-0418	BLACK HILLS PIONEER					
		I-292	215-4575-515	GRANT/LOAN RE BID NOTICE-RETAIN WALL-77 STEW	000000	39.07
01-0776	ALBERTSON ENGINEERING,					

PACKET: 03781 COMBINED - 5/17/16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0776	ALBERTSON ENGINEERING,	continued				
		I-10039	215-4575-515	GRANT/LOAN RE 2014-084H 3 RODENHAUS SHOTCRET	000000	60.00
		I-10053	215-4575-515	GRANT/LOAN RE 2015-189H 77 STEWART RET WALL	000000	1,180.90
		I-10055	215-4575-515	GRANT/LOAN RE 2014-314H 10 HARRISON RET WALL	000000	135.00
		I-10056	215-4575-515	GRANT/LOAN RE 2015-320H 336 WILLIAMS RET WAL	000000	405.90
01-3849	SECOND CENTURY DEVELOPM					
		I-051116	215-4575-520	GRANT/LOAN PR 2014 OUTSIDE DWD GRANT	000000	2,693.04
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA TOTAL:						4,513.91
01-0547	M&M SANITATION					
		I-30274	215-4577-795	CAPITAL ASSET TOILET RENTAL/FIREWISE	000000	110.00
01-0776	ALBERTSON ENGINEERING,					
		I-10036	215-4577-735	CAPITAL ASSET 2015-395H 76 ROTTED WOOD REPAI	000000	463.20
		I-10037	215-4577-755	CAPITAL ASSET 2015-319H CITY STEPS & RET WAL	000000	855.36
		I-10054	215-4577-755	CAPITAL ASSET 2014-188H FREEMONT ST RET WALL	000000	3,639.00
		I-10061	215-4577-810	CAPITAL ASSET 2015-160H MAIN STREET GATEWAY	000000	435.00
01-1969	LIGHTING PLASTICS OF MN					
		I-INV70513	215-4577-760	CAPITAL ASSET ACRYLIC GLOBES (14)	000000	507.00
01-3296	PERFORMANCE ONE					
		I-5929	215-4577-775	CAPITAL ASSET DAYS OF76 SIGNS LABOR & MATERI	000000	975.00
01-3751	CABLE COMMUNICATION SER					
		I-7949	215-4577-810	CAPITAL ASSET HWY85 PLUMA AERIAL TO UNDERGRO	000000	22,857.18
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						29,841.74
01-0340	MIDCONTINENT COMMUNICAT					
		I-7047175028014	215-4641-428	UTILITIES 5/1-5/31 3 SIEVER ST INTERNET	000000	65.00
01-0360	ABC BUSINESS SUPPLY					
		I-10323	215-4641-426	SUPPLIES HP SUPPLIES	000000	44.54
01-0467	CULLIGAN OF THE NORTHER					
		I-80384	215-4641-426	SUPPLIES HP BOTTLED WATER	000000	19.50
		I-80594	215-4641-426	SUPPLIES HP WATER COOLER RENTAL	000000	15.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-303819	215-4641-422	PROFESSIONAL ARCGIS UPGRADE ONSITE	000000	433.50
01-1276	TRUE WEST PUBLISHING					
		I-2016-19067	215-4641-423	PUBLISHING TRUE WEST JUN 2016 AD	000000	600.00

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT		
01-1786	PETTY CASH/HISTORIC PRE							
		I-050916	215-4641-426	SUPPLIES	PETTY CASH REIMBSMT - HP	000000	87.35	
01-1827	MS MAIL & MARKETING							
		I-8047	215-4641-426	SUPPLIES	ENVELOPES	000000	75.00	
		I-8075A	215-4641-423	PUBLISHING	MAY NEWSLETTER	000000	595.28	
01-3314	CENTURY BUSINESS PRODUC							
		I-325179	215-4641-428	UTILITIES	04/09-05/08/16 CONTRACT SVCS	000000	643.34	
01-3373	AMAZON WEB SERVICES							
		I-72073685	215-4641-428	UTILITIES	AMAZON WEB SVCS 4/1-4/30/16	000000	222.07	
				DEPARTMENT 641	OFFICE HIST. PRES.	TOTAL:	2,800.58	
				FUND	215	HISTORIC PRESERVATION	TOTAL:	90,155.53

PACKET: 03781 COMBINED - 5/17/16

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1191	UMENTHUM, KEITH					
		I-407419	216-1310	DUE FROM OTHE WORK DONE -771 MAIN ST- JOSEPH	000000	520.10
01-3900	PHIL'S ELECTRIC					
		I-051116	216-1310	DUE FROM OTHE WORK DONE -3 SHINE- WHITE	000000	204.08
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 724.18
01-1257	MORRIS, WAYNE					
		I-072915	216-4653-962-05	FACADE EASEME WORK DONE - 606 MAIN - MORRIS	000000	13,970.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 13,970.00
				FUND	216 REVOLVING LOAN	TOTAL: 14,694.18



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## REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03781 COMBINED - 5/17/16

VENDOR SET: 01

FUND : 561 LODGE AT DEADWOOD TIF

DEPARTMENT: 192 Public Buildings

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-050316	561-4192-422	PROFESSIONAL TIF PAYMENT	000000	221,138.10
				DEPARTMENT 192 Public Buildings	TOTAL:	221,138.10
				FUND 561 LODGE AT DEADWOOD TIF	TOTAL:	221,138.10

PACKET: 03781 COMBINED - 5/17/16

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-043016	602-4330-422	PROFESSIONAL PUBLIC BLDGS USAGE - MAY	000000	724.28
		I-050216	602-4330-422	PROFESSIONAL EQR & USAGE CHARGE - APR	000000	24,042.79
01-0561	SD ONE CALL					
		I-SD16-0976	602-4330-422	PROFESSIONAL LOCATE MSGS & FAXES/WATER	000000	39.76
01-0684	NORTHWEST PIPE FITTINGS					
		I-196298	602-4330-426	SUPPLIES VALVE-CURB BOX-ADAPTER/WATER	000000	1,244.52
		I-197161	602-4330-426	SUPPLIES COMP X FIP ADAPTER/WATER	000000	153.00
		I-197517	602-4330-426	SUPPLIES MJ GATE VALVE LESS ACC/WATER	000000	973.32
01-0782	JACOBS PRECISION WELDIN					
		I-22939	602-4330-425	REPAIRS 3.5" X 6 PIPE X 4/WATER	000000	214.29
01-1589	TEAM LABORATORY CHEMICA					
		I-INV0001117	602-4330-425	REPAIRS (25) BAGS FINE ROAD PATCH/WTR	000000	387.25
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-693484	602-4330-425	REPAIRS FRONT BRAKE ROTOR/WATER	000000	163.98
01-1827	MS MAIL & MARKETING					
		I-8075	602-4330-426	SUPPLIES UTILITY BILLS MAILING	000000	243.15
01-3818	OPTEDAL CONSTRUCTION, I					
		I-HYW 85 PAY REQ #11	602-4330-433-01	CIP-HIWAY 85 HWY 85 PROJECT/PAY REQ #11	000000	190,925.98
01-3974	HI-VIZ SAFETY WEAR, LLC					
		I-75621	602-4330-426	SUPPLIES HI-VIZ LOGO T-SHIRTS/WATER	000000	332.54
01-3975	FIRST NATIONAL CREDIT C					
		I-04/25/16 CC GREEN	602-4330-425	REPAIRS BRAKE LINE KIT/WATER	000000	113.28
DEPARTMENT 330 WATER					TOTAL:	219,558.14
FUND 602 WATER FUND					TOTAL:	219,558.14

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## REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03781 COMBINED - 5/17/16

VENDOR SET: 01

FUND : 607 MT MORIAH CEMETERY OPERAT

DEPARTMENT: 580 MT. MORIAH

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-04/30/16 HELP ADS	607-4580-426	SUPPLIES SUMMER HELP ADVERTISING/MM	000000	158.00
		I-211 - 2016	607-4580-422	PROFESSIONAL BID NOTICE - MT.MORIAH EROSION	000000	33.37
01-3951	MCGRATH, RHONDA					
		I-10984	607-4580-426	SUPPLIES COFFEE-FILTERS-409/MT MORIAH	000000	19.47
				DEPARTMENT 580 MT. MORIAH	TOTAL:	210.84
				FUND 607 MT MORIAH CEMETERY OPERAT	TOTAL:	210.84

PACKET: 03781 COMBINED - 5/17/16

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0508	GALLS, LLC					
		I-005285232	610-4360-426	SUPPLIES UNIFORM JACKET - POLICE	000000	128.94
01-1230	INTERSTATE ALL BATTERY					
		I-1901001005856	610-4360-426	SUPPLIES 9V BATTERIES	000000	147.60
01-1889	DUNCAN PARKING TECHNOLO					
		I-DPT025046	610-4360-422	PROFESSIONAL AC RENTAL ADDON	000000	120.00
01-3823	REGIONAL HEALTH CLIENT					
		I-168866C2296	610-4360-422	PROFESSIONAL TESTING	000000	25.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						421.54
01-0360	ABC BUSINESS SUPPLY					
		I-10266	610-4361-426	SUPPLIES SCISSORS - 6 PR	000000	59.94
01-0418	BLACK HILLS PIONEER					
		I-160425	610-4361-423	PUBLISHING AD FOR TROLLEY DRIVERS	000000	93.00
01-0467	CULLIGAN OF THE NORTHER					
		I-80597	610-4361-426	SUPPLIES SOFTENER RENTAL - TROLLEY	000000	22.00
01-0583	OWENS INTERSTATE SALES					
		I-5268-280663	610-4361-426	SUPPLIES SOCKETS - TROLLEY	000000	70.79
		I-5268-281285	610-4361-426	SUPPLIES LENS,LAMP,LAMP GUARD,COUPLER	000000	30.74
		I-5268-281380	610-4361-426	SUPPLIES ELEC.MOTOR CLEANER - TROLLEY	000000	14.16
01-1348	EDDIE'S TRUCK CENTER, I					
		I-X201019945:01	610-4361-425	REPAIRS HOSE - TROLLEY	000000	125.48
01-1515	RAPID DELIVERY					
		I-316360	610-4361-426	SUPPLIES DELIVERY FEE/EDDIE'S - TROLLEY	000000	12.16
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-692817	610-4361-426	SUPPLIES AIR FILTER - TROLLEY	000000	21.05
		I-32-692871	610-4361-426	SUPPLIES INCANDESCENT BULES - TROLLEY	000000	52.74
		I-32-692979	610-4361-426	SUPPLIES HOSE CLAMPS - TROLLEY	000000	6.10
		I-32-693099	610-4361-426	SUPPLIES DRILL BIT - TROLLEY	000000	57.98
		I-32-693194	610-4361-426	SUPPLIES SWITCHES,FUEL FILTER,PRIMER	000000	127.10
		I-32-694098	610-4361-426	SUPPLIES BATTERY - TROLLEY	000000	112.87
01-2174	SPECIALTY VEHICLES					
		I-26462	610-4361-426	SUPPLIES TRANSMISSION CABLE - TROLLEY	000000	154.09
01-2718	LINDSTAD'S ALIGNMENT& B					
		I-111200	610-4361-425	REPAIRS KNUCKLES, KINGPEN, BUSHINGS/ALIG	000000	973.49

PACKET: 03781 COMBINED - 5/17/16

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
01-3060	QUIK SIGNS					
		I-16951	610-4361-426	SUPPLIES SIGN FOR TROLLEY	000000	98.65
01-3706	STURGIS AUTO PARTS, INC					
		I-160888	610-4361-426	SUPPLIES AMBER LAMPS, STT LAMPS-TROLLEY	000000	42.06
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						2,074.40
FUND 610 PARKING/TRANSPORTATION TOTAL:						2,495.94

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## REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03781 COMBINED - 5/17/16

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
01-0429	BLACK HILLS POWER & LIG					
		I-04/27/16 POWER PB	611-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	2,212.06
01-3060	QUIK SIGNS					
		I-16919	611-4362-426	SUPPLIES 2 SIGNS - PKNG RAMP	000000	63.87
01-3151	KONE INC.					
		I-949283278	611-4362-422	PROFESSIONAL APRIL ELEVATOR MAINT/PARK RAMP	000000	140.07
				DEPARTMENT 362 MAIN STREET RAMP	TOTAL:	2,416.00
				FUND 611 MAIN STREET RAMP	TOTAL:	2,416.00

PACKET: 03781 COMBINED - 5/17/16

VENDOR SET: 01

FUND : 721 TIF #5 B.Y. DEVELOPMENT

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3673	LIBERTY NATIONAL BANK					
		I-050316	721-4000-429	OTHER TIF PAYMENT	000000	67,618.94
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	67,618.94
				FUND 721 TIF #5 B.Y. DEVELOPMENT	TOTAL:	67,618.94

PACKET: 03781 COMBINED - 5/17/16

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-APRIL 05/13/16	722-2190	AMOUNTS HELD SALES TAX DUE FOR APRIL 16	000000	2,578.32
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 2,578.32
				FUND	722 SALES TAX AGENCY	TOTAL: 2,578.32



PACKET: 03781 COMBINED - 5/17/16

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-051016	723-4000-429	OTHER		
				CITY SLOTS - PYMT 11, YR 1	000000	27,443.20
				DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL: 27,443.20
				FUND	723	NICKEL SLOT PAYMENT AGNCYTOTAL: 27,443.20

PACKET: 03781 COMBINED - 5/17/16

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 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-050316	725-4000-429	OTHER EXPENSE TIF PAYMENT	000000	35,137.40
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	35,137.40
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	35,137.40
					REPORT GRAND TOTAL:	773,245.74



5B  
5-16-16

**Moonrise Mountain Enterprises**

<http://www.localharvest.org/moonrise-mountain-ranch-M16096>

605 920 8977

May 12, 2016

To Whom It May Concern:

Moonrise Mountain Enterprises of rural Whitewood, SD, respectfully requests to be included on the Deadwood City Commission agenda at the earliest available meeting time to ask for permission to continue to operate a seasonal Farmers Market on city property at the corner of Deadwood and Siever streets: <https://www.google.com/maps/@44.375237,-103.729898,3a,75y,290.54h,80.13t/data=!3m6!1e1!3m4!1s1JGzkiVDkGZMuKksDi6TEg!2e0!7i3328!8i1664!6m1!1e1>

Locally cultivating and selling foods and crafts, Dahl McLean and Talli Nauman are the proprietors of Moonrise Mountain Enterprises, which we established in 2004.

We are asking for a permit for the continued use of the described city property for a seasonal Farmer's Market in recognition of Deadwood's origins, which were reliant on the local supply of food from milk producers at the dairy of the historic Anderson Ranch adjacent to our place and on fruits, vegetables, grains and meat grown in our part of Lawrence County.

We would need the permission to set up and operate with our canopies, tables, and on-site signs every Friday from 9 a.m. to 2 p.m. from June through October in 2016. The specific dates are: June 10, 17, 24; July 1, 8, 15, 22, and 29; Aug. 5, 12, 19, and 26; Sept. 2, 9, 16, 23, and 30; Oct. 7, 14, 16, 21 and 28. We agree with Chamber of Commerce Executive Director Lee Harstad to refrain from operation any time it would create a conflict with scheduled events at the premises leased to that entity.

We have operated a Farmers Market in Deadwood since 2011, with last year being our first season on city property. Two other producers with tables and canopies occasionally join us, each of us providing proof of our liability insurance to the City of Deadwood as warranted.

Farmers unload vehicles at the location at 9 a.m. and remove them to designated parking areas for the duration of the market, from 10 a.m. to 1 p.m. Then we reload vehicles and clean the area by 2 p.m.

While this is a very low-impact activity, we are responsible for and commit to maintaining the area we use to avoid any degradation of the property as it now exists and to safeguard its attractiveness. Tasks we perform to assure this include: sweeping, gathering litter, washing spills, and off-site disposal of trash in designated receptacles. We have a valid South Dakota sales tax license.

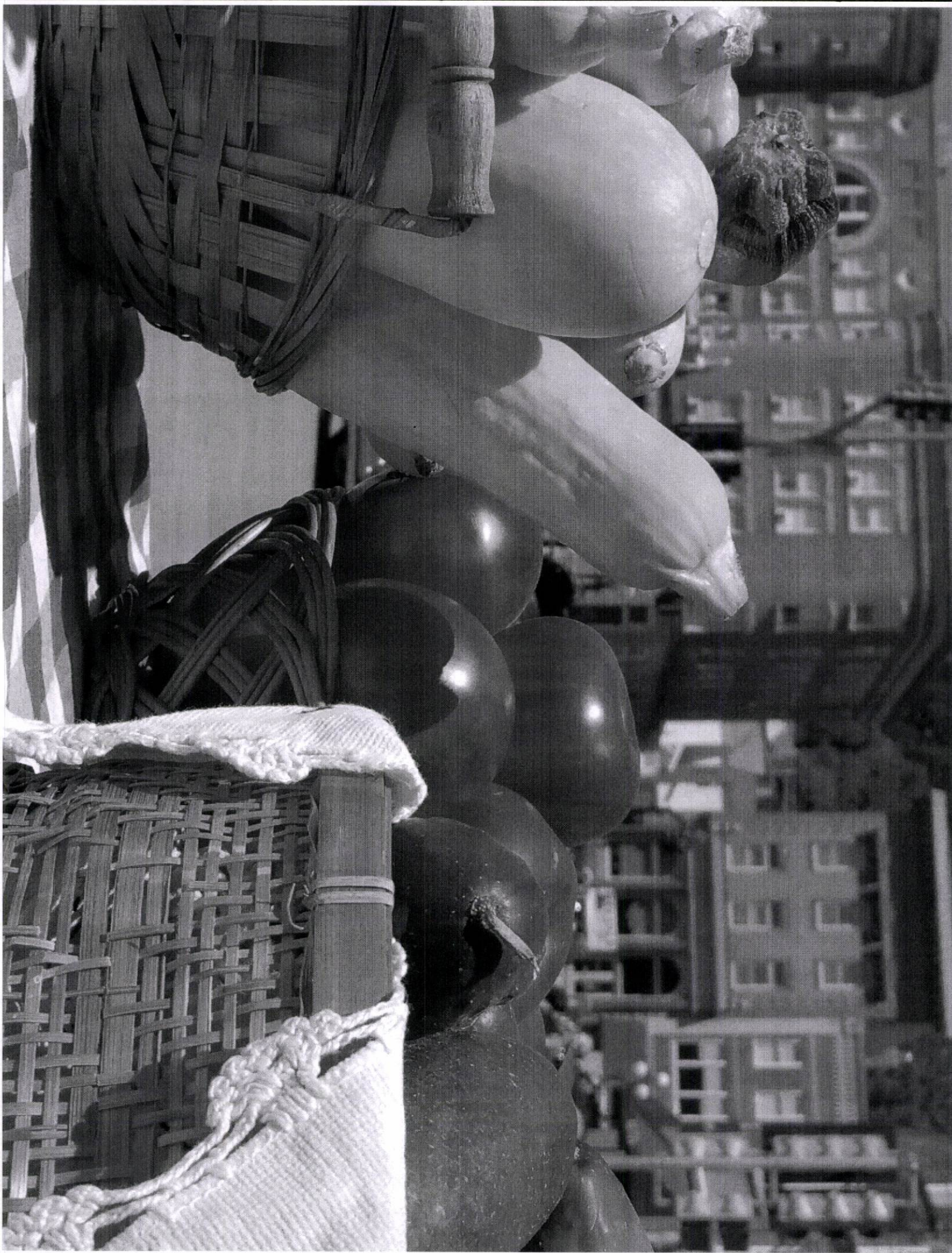
We have received verbal expressions of hearty support and endorsement for using the venue as a Farmers Market from the operators of the private property and business interests surrounding the proposed public site: Deadwood Chamber of Commerce Executive Director Lee Harstad, Teah Pray of Historic Boot Hill Bus Tours, Jim Shedd of Shedd Jewelers, Georgette Ohayon of Shankar Jewelry and Dee of Martin Mason Hotel, Deadwood Gold and Iron Horse.

Thank you for your consideration. We look forward to your response at your earliest convenience.

Sincerely,

Talli Nauman, Co-Proprietor







AUTO-OWNERS INS. CO.

AGENCY FIRST WESTERN INSURANCE  
10-0160-00 JG Mkt Terr 036Company POLICY NUMBER  
Bill Company Use50-546-054-01  
79-41-SD-1511

INSURED DAHL MCLEAN

Term 11-18-2015 to 11-18-2016

Ordinance or Law Coverage 217.24  
Terrorism Coverage ExcludedForms That Apply To This Location:  
33448 (03-09) 33488 (12-05) 33463 (02-05)

Secured Interested Parties: None

**Coverage F - Farm Personal Property**

	LIMITS	PREMIUM
<b>Scheduled Farm Personal Property</b>		
001 1997 Jd Tractor 955	\$14,500	\$56.41
Actual Cash Value		
Special Perils		
Rate Class: Machinery		
<b>Cab Glass Breakage Waiver of Deductible</b>		Included
<b>Borrowed Equipment</b>	\$100,000	Included
Terrorism Coverage		Excluded
Secured Interested Parties: None		

**Additional Coverages**

	LIMITS	PREMIUM
Fire Department Charges	\$500	Included
Credit and Fund Transfer Card Coverage	1,000	Included
Newly Acquired Farm Personal Property	250,000	Included
Power and Light Pole Coverage	500	Included
Refrigerated Products	500	Included
Road Trouble Service - Farm Implements	500	Included

**Section II - Personal Liability Protection**

	LIMITS	PREMIUM
<b>Coverage G - Personal Liability</b> (each occurrence)	\$1,000,000	\$133.94
<b>Coverage H - Medical Payments to Others</b> (each person)	\$5,000	\$5.26
<b>Additional Coverages That Apply</b>		
Upset and Overspray	\$25,000	Included
Farm Products Recall	10,000	Included
<b>Optional Coverages That Apply</b>		
Boarding, Breeding or Training of Horses (1 horses)		\$50.23
Terrorism Coverage		Excluded

TOTAL POLICY PREMIUM  
PAID IN FULL DISCOUNT APPLIES**TERM**  
**\$2,176.47****Premium Adjustments That Apply To This Policy**Experience Rating  
Paid In Full Discount  
Insurance Score: X856





5-16-16  
SC

## **Deadwood BID 7 Meeting MINUTES - Tuesday, May 3, 2016**

*Following BID 1-6 Meeting - Deadwood Chamber of Commerce*

In attendance: Deb Rumpel, Carmella Biesiot, Anthony Galbraith, Pat Roberts, Susan Kightlinger, Danielle Osloond, Dianna Graham, Tony Sieber, Tom Rensch, Steve Schaeffer, Ron Russo, Ken Gienger, Blake Haverberg, Tracy Island – guests: Mike Rodman, Lee Harstad

- Tracy Island, Chair, calls meeting to order. Tom moves, Pat seconds, to approve the minutes from the Dec. 3 meeting. All approve.
- Deadwood Mountain Grand BID 7 Recap and Request – Susan Kightlinger and Danielle Osloond offered a multi-media presentation on the past year's accomplishments at DMG, including hosting over 300 event dates, bringing in more than 300,000 people to ticketed events, spending \$1.2 million on entertainment and \$420,000 on marketing. Susan said they are not requesting additional funds this year, and the estimate is that they will receive \$515,000 from BID 7. Tony mentioned that DMG has had good shows on good dates recently and that really helps his sales.
- BID 7 funding request from Revitalization Committee – Mike Rodman and Lee Harstad explained a request from the Revitalization Committee for two projects totaling \$10,000. The first is a utility/power box wrap on a number of boxes around Deadwood, that would be wrapped with historical Deadwood imagery. The second request was for help in offsetting the cost of an authentic chuckwagon that would be transformed into a welcome wagon for visitors seeking information, on Main Street. Tom made a motion to approve the expense, Susan second. All approved in a vote, one nay from Steve S
- Deadwood Chamber of Commerce Board Representatives – Tracy discussed the representative of BID 7 currently on the Chamber Board and the seat opening up. The seat is held by Michelle Fischer, and she is interested in running again. Tom made a motion to appoint Michelle to the Chamber board again, and Steve seconds. All approve.
- Having no additional business, Tom moved to adjourn the BID 7 meeting.



100 South Phillips Avenue  
P.O. Box 5186  
Sioux Falls, SD 57117-5186

605.335.5180  
www.fnbsf.com

6A  
5-16-16

FUNDS DUE FOR BOND ISSUE 10792

CITY OF DEADWOOD  
FINANCE OFFICER  
102 SHERMAN  
DEADWOOD, SD 57732

\$3,420,000 CITY OF DEADWOOD, SOUTH  
DAKOTA SALES TAX REVENUE BONDS,  
SERIES 2009B BI # 10792

INVOICE NUMBER: R11606012031

TRUST ACCOUNT NUMBER:

Debt Service Due: 06/01/2016

Interest Due:	88,100.00
Principal Due:	0.00

*Total Amount Due:*	88,100.00
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**Total Charges:**	88,100.00
--------------------	-----------

We will take this Payment by ACH on 5-31-16

**PLEASE DO NOT PAY**

101-4710-442

To ensure funds are available for payment to your bondholders, please remit the payments as follows:

By check, it should be received at least three(3)  
business days prior to payment date at the following

By wire transfer, it should be sent at least  
one(1) business day prior to payment date using  
the following instructions:

The First National Bank in Sioux Falls  
Attn: Corporate Trust Department  
100 S Phillips Ave  
Sioux Falls SD 57104-6745

The First National Bank in Sioux Falls  
ABA # 091400020  
BNF: First Nat'l Bank in SF Trust  
Acct # 1093392  
Attn: Corporate Trust Department  
Ref: Debt Service Payment

If you have any questions, please contact Beth Ulvestad at (800) 553-7073 or (605) 357-7667

Thank You!

5-16  
6B

**MEMORANDUM OF AGREEMENT  
BETWEEN**

**THE CITY OF DEADWOOD,  
A MUNICIPAL GOVERNMENT**

**AND**

**KOA CAMPGROUND**

**I. PARTIES**

This document constitutes an agreement between the **CITY OF DEADWOOD**, a municipal corporation, with its principal office at 102 Sherman Street, Deadwood, South Dakota 57732 (DEADWOOD), and **KOA CAMPGROUND**, located at 11484 US Hwy 14A, Deadwood, SD 57732 (KOA).

**II. PURPOSE**

**A. Background**

As part of its commitment to provide trolley service to the City under Deadwood City Ordinance, Chapter 5.44, DEADWOOD has recognized a need to enter private property ("Property") to accomplish this goal. KOA has identified itself as a location without current trolley service, and likely cannot obtain such service unless it allows DEADWOOD to enter its Property for that purpose. KOA wishes for its access roadway to be used by DEADWOOD so that trolley service may be utilized. However, both KOA and DEADWOOD agree that this access roadway shall remain a private roadway, wholly the responsibility of KOA.

**B. Purpose**

DEADWOOD requires assurances that KOA'S access roadway shall remain a private roadway, wholly the responsibility of KOA. KOA is committed to retaining such access roadway as its private roadway.

**III. MUTUAL INTEREST OF THE PARTIES**

DEADWOOD and KOA each have a mutual interest in having trolley access to KOA's Property, while defining responsibilities for each with regard to the roadway used for such Property.

**IV. RESPONSIBILITIES OF THE PARTIES**

**A. General.**

1. The Parties agree to jointly participate in trolley access to the Property in question.



B. DEADWOOD. DEADWOOD agrees to perform the following activities and provide the following resources in support of this endeavor:

1. DEADWOOD shall use the access roadway to drive a trolley onto the Property.
2. DEADWOOD shall not be responsible for the condition of the access roadway or the parking lot on which it will drive its trolley.
3. DEADWOOD shall only be responsible for its trolley and the actions of its trolley drivers and hereby agrees to indemnify and hold harmless KOA against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of DEADWOOD in the performance and/or failure to perform within this Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of any subcontractor(s).

C. KOA. KOA agrees to perform the following activities and provide the following resources in support of this endeavor:

1. KOA shall be responsible for all maintenance and repairs (and all costs associated therefor) of the roadway and parking lot on which it is allowing access to DEADWOOD.
2. KOA shall be responsible for all snow removal and any cleaning of any kind (and all costs associated therefor) of the roadway and parking lot on which it is allowing access to DEADWOOD.
3. KOA shall be responsible for all security and/or traffic control (and all costs associated therefor) on the roadway and parking lot on which it is allowing access to DEADWOOD.
4. KOA shall be responsible for all damages caused by any failure in the above and hereby agrees to indemnify and hold harmless DEADWOOD against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of KOA in the performance and/or failure to perform within this Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of any subcontractor(s).

## V. COSTS

Costs shall be born as stated above, under this Agreement. This Agreement contemplates no transfer of funds between the Parties.

## VI. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This Agreement will become effective when signed by all parties. The Agreement shall remain in perpetuity, but may be amended at any time by mutual agreement of the parties.

Dated this \_\_\_\_\_ day of May, 2016.

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_\_ of May, 2016.

KOA CAMPGROUND

\_\_\_\_\_  
\_\_\_\_\_, with authority to  
sign for the KOA

State of South Dakota        )  
  ) SS  
County of Lawrence            )

On this \_\_\_\_\_ day of May, 2016, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the \_\_\_\_\_, of the KOA Campground, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

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

5-16  
LeB

**MEMORANDUM OF AGREEMENT  
BETWEEN**

**THE CITY OF DEADWOOD,  
A MUNICIPAL GOVERNMENT**

**AND**

**DEADWOOD STATION**

**I. PARTIES**

This document constitutes an agreement between the **CITY OF DEADWOOD**, a municipal corporation, with its principal office at 102 Sherman Street, Deadwood, South Dakota 57732 (**DEADWOOD**), and **DEADWOOD STATION**, located at 68 Main Street, Deadwood, SD 57732 (**STATION**).

**II. PURPOSE**

**A. Background**

As part of its commitment to provide trolley service to the City under Deadwood City Ordinance, Chapter 5.44, **DEADWOOD** has recognized a need to enter private property ("Property") to accomplish this goal. **STATION** has identified itself as a location without current trolley service, and likely cannot obtain such service unless it allows **DEADWOOD** to enter its Property for that purpose. **STATION** wishes for its access roadway to be used by **DEADWOOD** so that trolley service may be utilized. However, both **STATION** and **DEADWOOD** agree that this access roadway shall remain a private roadway, wholly the responsibility of **STATION**.

**B. Purpose**

**DEADWOOD** requires assurances that **STATION**'s access roadway shall remain a private roadway, wholly the responsibility of **STATION**. **STATION** is committed to retaining such access roadway as its private roadway.

**III. MUTUAL INTEREST OF THE PARTIES**

**DEADWOOD** and **STATION** each have a mutual interest in having trolley access to **STATION**'s Property, while defining responsibilities for each with regard to the roadway used for such Property.

**IV. RESPONSIBILITIES OF THE PARTIES**

**A. General.**

1. The Parties agree to jointly participate in trolley access to the Property in question.

B. DEADWOOD. DEADWOOD agrees to perform the following activities and provide the following resources in support of this endeavor:

1. DEADWOOD shall use the access roadway to drive a trolley onto the Property.
2. DEADWOOD shall not be responsible for the condition of the access roadway or the parking lot on which it will drive its trolley.
3. DEADWOOD shall only be responsible for its trolley and the actions of its trolley drivers and hereby agrees to indemnify and hold harmless STATION against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of STATION in the performance and/or failure to perform within this Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of any subcontractor(s).

C. STATION. STATION agrees to perform the following activities and provide the following resources in support of this endeavor:

1. STATION shall be responsible for all maintenance and repairs (and all costs associated therefor) of the roadway and parking lot on which it is allowing access to DEADWOOD.
2. STATION shall be responsible for all snow removal and any cleaning of any kind (and all costs associated therefor) of the roadway and parking lot on which it is allowing access to DEADWOOD.
3. STATION shall be responsible for all security and/or traffic control (and all costs associated therefor) on the roadway and parking lot on which it is allowing access to DEADWOOD.
4. STATION shall be responsible for all damages caused by any failure in the above and hereby agrees to indemnify and hold harmless DEADWOOD against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of STATION in the performance and/or failure to perform within this Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of any subcontractor(s).

#### V. COSTS

Costs shall be born as stated above, under this Agreement. This Agreement contemplates no transfer of funds between the Parties.

#### VI. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This Agreement will become effective when signed by all parties. The Agreement shall remain in perpetuity, but may be amended at any time by mutual agreement of the parties.

Dated this \_\_\_\_ day of May, 2016.

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_ of May, 2016.

DEADWOOD STATION

\_\_\_\_\_  
\_\_\_\_\_, with authority to  
sign for the STATION

State of South Dakota        )  
  ) SS  
County of Lawrence         )

On this \_\_\_\_ day of May, 2016, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the \_\_\_\_\_, of the KOA Campground, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

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

5-16  
LC

## **TROLLEY CLEANING CONTRACT**

This Agreement, made and entered into on this 16th day of May, 2016, is between Black Hills Special Services and the City of Deadwood. The purpose of this Agreement is to set forth the terms and conditions under which BHSSC will provide trolley cleaning services. It is agreed that the City of Deadwood will compensate at a rate of \$30.00 per trolley, and \$16.00 per car, SUV, or pickup, to be billed separate, for services as outlined below.

The following duties will start no later than 8:00 a.m. daily from Memorial Day weekend of each year to Columbus Day weekend of each year. From Columbus Day weekend of each year to Memorial Day weekend of each year, duties will start no later than 8:00 a.m. on Friday, Saturday, Sunday, and Tuesday of every week. The schedule may be subject to change at direction of trolley manager with 24 hours notice.

- Sweep, vacuum, mop, wash, dust and polish inside of each trolley, car, SUV or pickup.
- Wash wheels and wheel covers
- Wash outside of each trolley, car, SUV or pickup
- Wash windows
- Fill each trolley with gas

In addition, twice a year (in the spring and fall of each year), the following duties will be completed:

- Wax five trolleys
- Shampoo upholstery for six trolleys

Work will be performed as an independent contractor and not as an agent, employee or partner of the City of Deadwood. Also, contractors hired by cleaner to perform any of the work described about shall also be independent contractors and shall comply with all of the terms and conditions of this agreement, which compliance shall be the responsibility of cleaner.

The cleaner shall not commence work until they have obtained all the insurance required and insurance has been approved by the Owner, nor shall the cleaner allow any Subcontractors to commence work on this contract until the insurance required of the Subcontractor has been obtained and approved. Certification of Insurance shall be submitted to the City Finance Office.

**Worker's Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workman's Compensation Insurance as required by applicable state laws for all its employees to be engaged in work at the site of the project under this contract, and in case of any work done by subcontractors similarly to provide Workman's Compensation Insurance for all employees to be engaged in work unless such employees are covered by the protections afforded by the Contractor's Workman's Compensation Insurance.

**Contractor's Public Liability and Property Damage Insurance:** The contractor shall procure and shall maintain during the life of this contract, Contractor's Public Liability Insurance in an amount of not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same for each person, in an amount of not less than \$1,000,000 on an account of one accident, and Contractor's Property Damage Insurance in an amount of not less than \$1,000,000 and subject to the same limit for aggregate, in an amount of not less than \$1,000,000.

The cleaner agrees to indemnify and save harmless the City of Deadwood and any and all of its officers, agents and employees from any and all liabilities, actions, claims or executions of any character including attorney fees, or any sums which the City may have to pay to any person on account of any personal or bodily injury, death or property damage which results from any negligent act, error or omission of the cleaner in connection with this agreement or services performed or materials provided pursuant to this agreement.

The City may suspend or terminate any or all services covered under this agreement at any time upon thirty days written notice to cleaner upon payment of all services rendered and expenses prior to the effective date of such suspension or termination, and may immediately suspend or terminate this agreement upon a violation or breach of any of the terms and conditions by the cleaner.

Dated this 16th day of May, 2016.

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_\_ day of May, 2016.

\_\_\_\_\_  
Black Hills Special Services

6D  
5-16-16

**CONTRACT BETWEEN CITY OF DEADWOOD AND  
SUZANNE JULIN, INDEPENDENT CONTRACTOR**

This Agreement is between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives department (hereinafter referred to as "CITY") and Suzanne Julin of Missoula, Montana (hereinafter referred to as "JULIN").

The purpose of this Contract is to set forth the terms and conditions of the agreement between CITY and JULIN for services related to the production of oral histories, focusing on the development of limited gaming or other subjects related to the history of Deadwood, Lawrence County, South Dakota.

The parties desire to enter into an agreement whereby JULIN agrees to create and provide to CITY ten (10) oral histories; and

JULIN has the experience and expertise to produce the oral histories.

Based upon the representations and understanding of each party, CITY and JULIN agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The parties agree it is JULIN'S responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, and comply with the Equal Employment Opportunities Act.
3. JULIN shall provide her own office space, equipment and materials to meet the requirements of this agreement.
4. JULIN shall create and provide CITY with ten (10) completed oral histories and one (1) copy of the transcribed interview, interview tapes and an oral history release form by December 31, 2016.
5. Upon completion of each oral history, JULIN shall provide CITY one copy of the transcribed interview, interview tapes, an oral history release form, and vouchers for work completed.



6. CITY shall pay JULIN the sum of Six Hundred Seventy-five and no/100s Dollars (\$675.00) per completed oral history, for a total not to exceed Six Thousand Seven Hundred Fifty and no/100s Dollars (\$6,750.00), for work completed and this amount cannot be exceeded unless change orders are agreed upon in writing by both parties;.
7. Prior to scheduling any oral histories, the CITY shall select the interview subjects.
8. JULIN may not subcontract any portion of this contract or any portion of the work.
9. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
10. Either party may terminate this agreement upon providing the other party with thirty (30) days notice in writing and served upon the other party via certified mail; however within one (1) week of such notice, JULIN shall provide to CITY all original documents produced at that time.
11. JULIN is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between CITY and JULIN. JULIN does not have authority to hire any person on behalf of CITY.
12. JULIN shall indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of JULIN as set forth in this agreement.
13. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.
14. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

*[signatures and acknowledgments on following page]*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

# CITY OF DEADWOOD

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

ATTEST:

Mary Jo Nelson  
City Finance Officer

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Suzanne Julin, Independent Contractor

State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Suzanne Julin, Independent Contractor, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

(SEAL)

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

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND**  
**RUSHMORE FENCING COMPANY, INC.**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and RUSHMORE FENCING COMPANY, INC. with its principal place of business located at P.O. Box 925, Rapid City, South Dakota 57709-0925, hereinafter referred to as "RUSHMORE FENCING;"

**WHEREAS**, RUSHMORE FENCING; has agreed to install replacement fencing along Highway 85 behind Tin Lizzie Casino, for a total sum not to exceed Thirty-two Thousand Nine Hundred Ninety-six and 35/100ths Dollars (\$32,996.35); and

**WHEREAS**, the South Dakota Department of Transportation has fixed the guardrail along Highway 85 at its own cost and has agreed to reimburse the CITY for one-half of the cost of the fencing, leaving the CITY responsible for payment to RUSHMORE FENCING of Thirty-two Thousand Nine Hundred Ninety-six and 35/100ths Dollars (\$32,996.35); and

**WHEREAS**, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which RUSHMORE FENCING shall perform the services concerning the fencing along Highway 85; and

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. RUSHMORE FENCING shall install 640 linear feet of five foot tall black vinyl coated chain link fencing and 764 linear feet of four foot tall black vinyl coated chain link fencing along Highway 85 behind Tin Lizzie Casino;

3. RUSHMORE FENCING shall weld plates on the fence posts in order that they can be attached to the guardrail posts with galvanized lag bolts. RUSHMORE FENCING shall weld plates to posts mounted on concrete and attach the plates to concrete with anchored bolts;
4. RUSHMORE FENCING shall supply barricades and signage to safely block off one lane of traffic along Highway 85 while work in progress;
5. RUSHMORE FENCING shall perform its services with reasonable diligence and expediency consistent with sound professional practices.
6. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
7. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
8. RUSHMORE FENCING shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
9. RUSHMORE FENCING agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of RUSHMORE FENCING in connection with this agreement or services performed or materials provided pursuant to this contract;
10. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to RUSHMORE FENCING;
11. RUSHMORE FENCING shall be paid in an amount not to exceed Thirty-two Thousand Nine Hundred Ninety-six and 35/100ths Dollars (\$32,996.35) for work completed unless change orders are agreed upon in writing by the CITY and RUSHMORE FENCING;
12. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied

*[signatures and acknowledgements on following page]*

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF DEADWOOD

ATTEST:

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

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

RUSHMORE FENCING COMPANY, INC.

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

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer,  
personally appeared \_\_\_\_\_, known to me to be the  
\_\_\_\_\_ of RUSHMORE FENCING COMPANY 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: \_\_\_\_\_

LOAN NUMBER:	#2016-04
DUE DATE:	10.31.2016
RENEWED UNTIL:	
RETURNED:	YES/NO

## **LOAN AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY**

THIS AGREEMENT is made and entered between City of Deadwood, herein after referred to as "DEADWOOD," and Fort Meade Museum., Ft. Meade, SD 57741, hereinafter referred to as "PERMITEE."

1. The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITEE the following property owned by DEADWOOD.

2. PERMITEE has reviewed the property to be loaned, noting the current condition of each piece of property. A description of the loaned property is identified by catalog number and description as follows:

- ART.2012.02.1 Poker Alice Hat and case

3. The purpose for which PERMITEE is using the above-described property as follows: **"Exhibition."**

4. PERMITTEE agrees to handle, package, and ship or transport the objects and/or collections (and pay for same) in a manner that protects each piece of property from breakage, loss, deterioration, and contamination.

5. Permission for the above use at the above-described items is permitted from May 17, 2016 to October 31, 2016.

6. PERMITEE specifically acknowledges and agrees it shall be solely responsible for any damage to the property loaned pursuant to this Agreement. Further, PERMITEE agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money, which

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

7. Within twenty-four hours of discovery, the PERMITTEE will notify DEADWOOD of instances or circumstances surrounding any loss or damage to, or destruction of the materials.

8. PERMITTEE further understands and agrees the property shall not be repaired, restored, cleaned, or altered, unless specifically directed to do so by DEADWOOD following notification as set forth above, and at the expense of PERMITTEE.

9. All loaned materials shall not leave custody of the PERMITTEE without written permission from DEADWOOD.

10. PERMITTEE agrees to acknowledge and credit DEADWOOD in the use or photographs or exhibits or publications resulting from the loan. The credit line shall read as follows: *"Courtesy of the City of Deadwood and the Deadwood Historic Preservation Commission."*

11. PERMITTEE agrees to provide DEADWOOD with two (2) copies of any photographs, published articles, materials, etc. generated as a result of the loan.

12. Upon termination of this agreement, PERMITTEE agrees to properly package and transport the said property listed above back to DEADWOOD. Damage inflicted by inadequate packaging will be at the expense of the PERMITTEE.

13. Either party may terminate this agreement, effective not less than five (5) days after providing written notice to the other party. PERMITTEE shall return the above described property as directed above.

14. PERMITTEE shall maintain adequate insurance against any loss of any property subject to this loan. PERMITTEE shall also maintain a minimum insurance policy in the sum of Four Thousand Dollars (\$4,000.00) against any loss to the property loaned to PERMITTEE, naming DEADWOOD as an additional insured.

15. PERMITTEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

City of Deadwood

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

ATTEST:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
\_\_\_\_\_  
Director, Fort Meade Museum



**ATTACHMENT #A**

ART.2012.02.1      Poker Alice Hat and display case

END OF LOAN #2016.04

5/16 6H

LOAN NUMBER:	#2016-05
DUE DATE:	12.31.2016
RENEWED UNTIL:	
RETURNED:	YES/NO

### LOAN AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY

THIS AGREEMENT is made and entered between City of Deadwood, herein after referred to as "DEADWOOD," and Mariah Press, 2420 South Center Avenue, Sioux Falls, SD 57105, hereinafter referred to as "PERMITEE."

1. The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITEE the following property owned by DEADWOOD.

2. PERMITEE has reviewed the property to be loaned, noting the current condition of each piece of property. A description of the loaned property is identified by catalog number and description as follows:

- See Attachment #A

3. The purpose for which PERMITEE is using the above-described property as follows: **"Digitization."**

4. PERMITEE agrees to handle, package, and ship or transport the objects and/or collections (and pay for same) in a manner that protects each piece of property from breakage, loss, deterioration, and contamination.

5. Permission for the above use at the above-described items is permitted from May 17, 2016 to October 31, 2016.

6. PERMITEE specifically acknowledges and agrees it shall be solely responsible for any damage to the property loaned pursuant to this Agreement. Further, PERMITEE agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money, which

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

7. Within twenty-four hours of discovery, the PERMITTEE will notify DEADWOOD of instances or circumstances surrounding any loss or damage to, or destruction of the materials.

8. PERMITTEE further understands and agrees the property shall not be repaired, restored, cleaned, or altered, unless specifically directed to do so by DEADWOOD following notification as set forth above, and at the expense of PERMITTEE.

9. All loaned materials shall not leave custody of the PERMITTEE without written permission from DEADWOOD.

10. PERMITTEE agrees to acknowledge and credit DEADWOOD in the use or photographs or exhibits or publications resulting from the loan. The credit line shall read as follows: *"Courtesy of the City of Deadwood and the Deadwood Historic Preservation Commission."*

11. PERMITTEE agrees to provide DEADWOOD with two (2) copies of any photographs, published articles, materials, etc. generated as a result of the loan.

12. Upon termination of this agreement, PERMITTEE agrees to properly package and transport the said property listed above back to DEADWOOD. Damage inflicted by inadequate packaging will be at the expense of the PERMITTEE.

13. Either party may terminate this agreement, effective not less than five (5) days after providing written notice to the other party. PERMITTEE shall return the above described property as directed above.

14. PERMITTEE shall maintain adequate insurance against any loss of any property subject to this loan. PERMITTEE shall also maintain a minimum insurance policy in the sum of Four Thousand Dollars (\$4,000.00) against any loss to the property loaned to PERMITTEE, naming DEADWOOD as an additional insured.

15. PERMITTEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

City of Deadwood

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

ATTEST:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
\_\_\_\_\_  
Director, Mariah Press

## Attachment #A

Loan 2016.05

Assn: 1997.02 &amp; 2014.09

OBJECTID	OBJNAME	DESCRIP	CREATOR	TITLE
1997.02.01.01.A-B	Album, Record	Artist: Lee Babcock and Swingtime Playboys (Black Hills Cowboys) Producer: Benj. C. and Helmi S. Stoller	B-Disc-S Recording Company	Rangin' the Blue / A Cannibal King (With a Big Nose Ring)
1997.02.01.02.A-B	Album, Record	Artist: Lee Babcock and Swingtime Play Boys (Black Hills Cowboys) Producer: Benj. C. and Helmi S. Stoller	B-Disc-S Recording Company	Anchored to a Rainbow / Broken Hearts
1997.02.01.03.A-B	Album, Record	Artist: Lee Babcock, Evelyn (Babcock) Coffey & his Black Hills Cowboys Producer: Benj. C. & Helmi (Nurmi) Stoller	B-Disc-S Recording Company	Beautiful Hills of Dakota / Deadwood Dick
1997.02.01.04.A-B	Album, Record	Artist: Lee Babcock and his Black Hills Cowboys Producer: Benj. C. and Helmi (Nurmi) Stoller	B-Disc-S Recording Company	Two Timed by a One Time Pal / I've Been a Cowboy (Got the Cowboy Blues)
1997.02.01.05.A-B	Album, Record	Artist: Jess Ervin & Fred Gibbs Producer:	B-Disc-S Recording Company	Baltimore Folk Dance / Seven Step
1997.02.01.06.A-B	Album, Record	Artist: Tess Tessin and his Black Hills Rhythm Rangers Producer: Tess Tessin	B-Disc-S Recording Company	You'll be Sorry When I'm Gone / Ramblin Broken Hearts
1997.02.01.07.A-B	Album, Record	Artist: Agnes Hansen; Tovionurmi (Helmi Stoller) accompanies Producer: Benj. C. & Helmi (Nurmi) Stoller	B-Disc-S Recording Company	Elfin Waltz / Wonderful Wyoming
1997.02.01.08.A-B	Album, Record	Artist: Black Hills Song Writing Team (B.C.-H.S. Stoller) Producer: Benj. C.-Helmi S. Stoller	B-Disc-S Recording Company	Your Wollies-R-Tickling Me Willie / Fountain of Youth
1997.02.04.1.A-B	Album, Record	Artist: Tootsie the Coyote & Cowboy Ben, harmonizing with Helmi Stoller at Piano Producer: Benj. C. Stoller and Fred Borsch	B-Disc-S Recording Company	Tootsie the Queen / South Dakota Tootsie
2014.09.01.1-2	Record, Phonograph	78 rpm record created by the B-Disc-S Recording Company, Deadwood, South Dakota. For additional information see Collection 1997.02 B-Disc-S Recording Company, Deadwood, S. D. Custom-Made Records	Lee Babcock	Rangin' the Blue / A Cannibal King
2014.09.02.1-2	Record, Phonograph	78 rpm record created by the B-Disc-S Recording Company, Deadwood, South Dakota. For additional information see Collection 1997.02 B-Disc-S Recording Company, Deadwood, S. D. Custom-Made Records	Lee Babcock	Anchored to a Rainbow / Broken Hearts
2014.09.03.1-2	Record, Phonograph	78 rpm record created by the B-Disc-S Recording Company, Deadwood, South Dakota. For additional information see Collection 1997.02 B-Disc-S Recording Company, Deadwood, S. D. Custom-Made Records	Lee Babcock	Beautiful Hills of Dakota / Deadwood Dick
2014.09.04.1-2 (2 copies)	Record, Phonograph	45 rpm record created by the B-Disc-S Recording Company, Deadwood, South Dakota. For additional information see Collection 1997.02 B-Disc-S Recording Company, Deadwood, S. D. Custom-Made Records 2nd copy included in collection	Lee Babcock	Beautiful Hills of Dakota / Deadwood Dick

2014.09.05.1-2 (2 copies)	Record, Phonograph	78 rpm record created by the B-Disc-S Recording Company, Deadwood, South Dakota. For additional information see Collection 1997.02 B-Disc-S Recording Company, Deadwood, S. D. Custom-Made Records 2nd copy included in collection	Lee Babcock	Two Timed by a One Time Pal / I've been a Cowboy
2014.09.06.1-2	Record, Phonograph	78 rpm record created by the B-Disc-S Recording Company, Deadwood, South Dakota. For additional information see Collection 1997.02 B-Disc-S Recording Company, Deadwood, S. D. Custom-Made Records	Jess Ervin & Fred Gibbs	Baltimore Folk Dance / Seven Step
2014.09.07.1-2	Record, Phonograph	78 rpm record created by the B-Disc-S Recording Company, Deadwood, South Dakota. For additional information see Collection 1997.02 B-Disc-S Recording Company, Deadwood, S. D. Custom-Made Records	Chuck Smith	I'll always Love You / I Don't Need Your Love
2014.09.08.1-2	Record, Phonograph	78 rpm record created by the B-Disc-S Recording Company, Deadwood, South Dakota. For additional information see Collection 1997.02 B-Disc-S Recording Company, Deadwood, S. D. Custom-Made Records	Tess Tessin	You'll be Sorry when I 'm Gone / Ramblin' Broken Hearts
2014.09.09.1-2	Record, Phonograph	78 rpm record created by the B-Disc-S Recording Company, Deadwood, South Dakota. For additional information see Collection 1997.02 B-Disc-S Recording Company, Deadwood, S. D. Custom-Made Records	Coyote Tootsie	Tootsie the Queen / South Dakota Tootsie
2014.09.10.1-2	Record, Phonograph	78 rpm record created by the B-Disc-S Recording Company, Deadwood, South Dakota. For additional information see Collection 1997.02 B-Disc-S Recording Company, Deadwood, S. D. Custom-Made Records 2 copies in the collection	Agnes Hansen (Finnish Nightingale)	Elfin Waltz / Wonderful Wyoming
2014.09.11.1-2	Record, Phonograph	78 rpm record created by the B-Disc-S Recording Company, Deadwood, South Dakota. For additional information see Collection 1997.02 B-Disc-S Recording Company, Deadwood, S. D. Custom-Made Records	Benj. C. Stoller / Helmi S. Stoller	Your Willies are Tickling me Willie

END LOAN 2016.05

5-16-16  
6J

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF DEADWOOD and**  
**RCS CONSTRUCTION, INC.**

This Agreement, dated this \_\_\_\_ day of \_\_\_\_\_, 2016, is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732 hereinafter referred to as "CITY," and AMY GORZALKA<sup>50</sup>~~84~~ Van Buren Street, Deadwood, SD 57732, hereinafter referred to as "OWNER," and RCS CONSTRUCTION, INC., with its principal place of business located at 2400 Commerce Road, Rapid City South Dakota, 57702, hereinafter referred to as "CONTRACTOR."

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

**WHEREAS**, Contractor has agreed to furnish all labor and materials for the reconstruction of retaining wall at 50 Van Buren Street in Deadwood, South Dakota, in the total amount of One Hundred Forty-nine Thousand and no/100ths Dollars (\$149,000.00); and

**WHEREAS**, CITY has accepted the bid of Contractor;

**WHEREAS**, OWNER is the owner of the property on which the retaining wall is situated, and

**WHEREAS**, Owner has utilized Albertson Engineering, Inc., 3202 West Main Street, Suite C, Rapid City, SD 57702, as the "Architect" for all references herein;

Based upon the representations and understanding above the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;

2. The contract document consists of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The contract represents the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.
3. CONTRACTOR shall fully execute the work described in the contract documents.
4. CONTRACTOR shall achieve substantial completion of the project on or within sixty (90) days of notice to proceed.
5. CITY shall pay CONTRACTOR the sum of Two Hundred Thirty-seven Thousand Five Hundred and no/100ths Dollars (\$237,000.00), subject to any additions and deductions as provided in the contract documents;
6. CITY shall make progress payments of the contract sum on account to CONTRACTOR as provided in the general conditions of the contract for construction as needed, subject to additions and deductions as provided in the contract documents;
7. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by ARCHITECT;
8. ARCHITECT will serve as initial decision maker pursuant to Section 15.2 of general conditions of the contract for construction, unless the parties appoint below another individual, not a party to this Agreement, to serve as initial decision maker;
9. For any claims subject to, but not resolved by, mediation pursuant to Section 15.3 of the general conditions of the contract for construction, the method of binding dispute resolution shall be as follows: Litigation in Court of competent jurisdiction.
10. CONTRACTOR shall pay the sum of \$100 per day for each day that the project is not completed beyond the project completion date as specified in the plans and specifications, and shall be deducted from any monies due to CONTRACTOR as liquidated damages as indicated in Notice to Bidders;
11. CITY or CONTRACTOR may terminate this agreement pursuant to the provisions and procedures outlines in Article 14 of AIA Document A201-2007;



12. Work may be suspended by OWNER as provided in Article 14 of the general conditions of the contract;
13. CONTRACTOR shall purchase and maintain insurance and provide bonds as set forth in Article 11 of the general conditions of the contract for construction;
14. CONTRACTOR shall comply with the following miscellaneous provisions:
  - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
  - b. All work shall be done in a professional workmanlike manner;
  - c. All work will be subject to final inspection by Deadwood Public Works Director and Historic Preservation Officer before acceptance;
  - d. All work is to be completed in accordance with existing building codes;
  - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
  - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the from any claims or damages arising out of or in conjunction with the work contemplated herein; and
  - g. Agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorneys fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.
25. OWNER agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorneys fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of OWNER in connection with Agreement or services performed or materials provided pursuant to this Agreement.

*[signatures and acknowledgments on following pages]*

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

OWNER:

\_\_\_\_\_  
Amy Gorzalka

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

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

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

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

RCS CONSTRUCTION, INC.

By \_\_\_\_\_  
Robert Scull  
Its: President

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Robert Scull, 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: \_\_\_\_\_

5-16-16  
6 K

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF DEADWOOD and**  
**RCS CONSTRUCTION, INC.**

This Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016, is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732 hereinafter referred to as "CITY," and LANCE BOBOLZ, 84 Van Buren Street, Deadwood, SD 57732, hereinafter referred to as "OWNER," and RCS CONSTRUCTION, INC., with its principal place of business located at 2400 Commerce Road, Rapid City South Dakota, 57702, hereinafter referred to as "CONTRACTOR."

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

**WHEREAS**, Contractor has agreed to furnish all labor and materials for the reconstruction of retaining wall at 84 Van Buren Street in Deadwood, South Dakota, in the total amount of Two Hundred Thirty-seven Thousand Five Hundred and no/100ths Dollars (\$237,000.00); and

**WHEREAS**, CITY has accepted the bid of Contractor;

**WHEREAS**, OWNER is the owner of the property on which the retaining wall is situated, and

**WHEREAS**, CITY has utilized Albertson Engineering, Inc., 3202 West Main Street, Suite C, Rapid City, SD 57702, as the "Architect" for all references herein.

Based upon the representations and understanding above the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The contract document consists of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The contract represents the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.
3. CONTRACTOR shall fully execute the work described in the contract documents.
4. CONTRACTOR shall achieve substantial completion of the project on or within sixty (90) days of notice to proceed.
5. CITY shall pay CONTRACTOR the sum of Two Hundred Thirty-seven Thousand Five Hundred and no/100ths Dollars (\$237,000.00), subject to any additions and deductions as provided in the contract documents;
6. CITY shall make progress payments of the contract sum on account to CONTRACTOR as provided in the general conditions of the contract for construction as needed, subject to additions and deductions as provided in the contract documents;
7. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by ARCHITECT;
8. ARCHITECT will serve as initial decision maker pursuant to Section 15.2 of general conditions of the contract for construction, unless the parties appoint below another individual, not a party to this Agreement, to serve as initial decision maker;
9. For any claims subject to, but not resolved by, mediation pursuant to Section 15.3 of the general conditions of the contract for construction, the method of binding dispute resolution shall be as follows: Litigation in Court of competent jurisdiction.
10. CONTRACTOR shall pay the sum of \$100 per day for each day that the project is not completed beyond the project completion date as specified in the plans and specifications, and shall be deducted from any monies due to CONTRACTOR as

liquidated damages as indicated in Notice to Bidders;

11. CITY or CONTRACTOR may terminate this agreement pursuant to the provisions and procedures outlines in Article 14 of AIA Document A201-2007;
12. Work may be suspended by OWNER as provided in Article 14 of the general conditions of the contract;
13. CONTRACTOR shall purchase and maintain insurance and provide bonds as set forth in Article 11 of the general conditions of the contract for construction;
14. CONTRACTOR shall comply with the following miscellaneous provisions:
  - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
  - b. All work shall be done in a professional workmanlike manner;
  - c. All work will be subject to final inspection by Deadwood Public Works Director and Historic Preservation Officer before acceptance;
  - d. All work is to be completed in accordance with existing building codes;
  - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
  - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the from any claims or damages arising out of or in conjunction with the work contemplated herein; and
  - g. Agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorneys fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.
25. OWNER agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorneys fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of OWNER in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

CITY OF DEADWOOD

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

ATTEST:

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



Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

OWNER:

\_\_\_\_\_  
Lance Bobolz

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

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

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

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

RCS CONSTRUCTION, INC.

By \_\_\_\_\_  
Robert Scull  
Its: President

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Robert Scull, 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: \_\_\_\_\_

5-16-16  
6L

**CONTRACT TO PROVIDE ENGINEERING  
SERVICES FOR THE CITY OF DEADWOOD**

This Contract is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and Interstate Engineering, Inc., a South Dakota corporation, with its principal place of business located at 123 East Jackson Blvd., Ste. 1, P.O. Box 226, Spearfish, SD 57783-0226, hereinafter referred to as "INTERSTATE."

**WHEREAS**, INTERSTATE has agreed to provide a field inspection of the Old Charles Street pedestrian bridge; for a total sum not to exceed Six Thousand and no/100ths Dollars (\$6,000.00); and

**WHEREAS**, the CITY has accepted the proposal from INTERSTATE; and

**WHEREAS**, the purpose of this Contract is to set forth the terms and conditions for which INTERSTATE shall undertake and complete the duties set forth below; and

**NOW THEREFORE**, based upon the representations and understandings above, the parties agree:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. INTERSTATE shall conduct a field inspection of the Old Charles Street Bridge in accordance with the *AASHTO Manual for Bridge Evaluation, Section Edition* with the 2011, 2013, 2014, 2015 and 2016 interim revisions;
3. INTERSTATE shall measure all members and evaluate each member of the structure;
4. INTERSTATE shall load rate the structure;
5. INTERSTATE shall complete a final report of the load rating and condition of the structure;
6. INTERSTATE shall retain all instruments of service in conjunction with this project and will be transmit the same to CITY by request;

7. CITY agrees not to reuse any documents created by INTERSTATE on any other project or any extension of the current project;
8. INTERSTATE shall complete services in accordance with generally accepted standards of practice in effect at the time of performance.
9. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
10. INTERSTATE shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
11. INTERSTATE agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of INTERSTATE in connection with this agreement or services performed or materials provided pursuant to this contract;
12. CITY shall compensate INTERSTATE for its engineering services in an amount not to exceed Six Thousand and no/100s Dollars (\$6,000.00);
13. This Contract may be terminated by either party upon thirty (30) days written notice.
14. This Contract shall be governed and construed under the laws of the State of South Dakota.
15. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

INTERSTATE ENGINEERING, INC.

By: Nicholas Hoffman, PE

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Nicholas Hoffman, PE, known to me to be the \_\_\_\_\_ of Interstate Engineering, Inc. who acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires: \_\_\_\_\_

5-16-14  
6M

## **Personal Property Purchase Agreement**

### **1. PARTIES:**

The parties to this Agreement are **Nugget Saloon, LLC**, of P.O. Box 385, Deadwood, SD 57732; ("Seller"), and **City of Deadwood**, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, ("Buyer").

### **2. PURPOSE:**

The purpose of this Agreement is to fix the terms and conditions under which the Seller agrees to sell and the Buyer agrees to buy the Personal Property described below.

### **3. PROPERTY:**

The property covered by this Agreement is the Wild Bill Bar sign currently located at 610 Main Street, Deadwood, SD 57732

(hereinafter "Personal Property")

Parties agree to execute a Bill of Sale, attached as Exhibit A, for the above personal property.

### **4. CONSIDERATION:**

As total consideration for the Personal Property, Buyer agrees to pay to Seller the sum of Thirteen Thousand Five Hundred and no/100sDollars (\$13,500.00), payable in cash or certified funds on a mutually agreeable date, but no later than \_\_\_\_\_.

### **5. POSSESSION:**

Buyer may assume possession of the Personal Property along with Seller at the time of closing.

**6. REMOVAL:**

Parties agree that Buyer may remove the Personal Property upon closing. Buyer assumes risk of damage to Personal Property during removal.

**7. TITLE:**

Seller shall execute a Bill of Sale, to the Personal Property upon receipt of funds, and Buyer shall be responsible for removing the Personal Property from Seller's premises.

**8. INSURANCE:**

Buyer assumes hazards of damage or destruction of any of the Personal Property once transfer is complete.

**9. CLOSING:**

Closing of this transaction shall be on a mutually agreeable date no later

\_\_\_\_\_.

**10. HOLD HARMLESS:**

Seller agrees to hold Buyer harmless from any liability of any kind or character arising out of the removal of the Personal Property from the Seller's premises by Buyer, or anyone claiming under them, including, but not limited to, reasonable attorney's fees for any litigation to which Seller is made a party.

**11. AS IS:**

Buyer acknowledges that it has inspected the Personal Property and accepts it "as is" with all faults, and the parties further agree that no representations or warranties by Seller as to the condition of the Personal Property have been made.

## 12. MISCELLANEOUS:

- A. Successors and Heirs. Any reference to the parties hereto shall be deemed to include the successors and assigns of such party. The singular of all terms used herein shall include the plural, the plural shall include the singular, and the use of any gender herein shall include the other gender, where the content so requires.
- B. Time. It is agreed by the parties that the time of payment and the time of performance of the covenants and Agreements set forth herein shall be an essential part of this Agreement.
- C. Unenforceability. The unenforceability or invalidity of any provision of this Agreement as to any persons or circumstances shall not render that provision or any other provision unenforceable or invalid as to any other persons or circumstances, and all provisions herein in all other respects shall remain valid and unenforceable.
- D. Successors. This contract shall be binding upon and inure to the benefit of the parties, their successors, administrators, executors, and assigns.
- E. Choice of Law. This contract shall be construed in accordance with and governed by the laws of the State of South Dakota without regard to choice of law rules. The parties agree that all actions and proceedings arising in connection with this contract shall be tried and litigated exclusively in the State and Federal courts located in the County of Lawrence County, State of South Dakota. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this section.
- F. Integration. The parties agree that this writing constitutes the entire Agreement between the parties and that there are no other oral or collateral Agreements or understandings of any kind or character, except those contained herein or incorporated by reference.
- G. Headings. Paragraph and section headings are for convenience and reference only and shall not be used to limit, amplify or otherwise affect the meaning of any provision of this Agreement.
- H. No presumption. The fact that any draft of this Agreement was prepared by counsel for one of the parties shall create no presumption and, specifically, shall not cause any ambiguities to be construed against that party. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. The parties mutually agree and acknowledge that this Agreement is the result of negotiations between the parties and that each has had an opportunity to contribute to the terms and conditions contained herein.



- Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

My Commission Expires:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**BUYER:**  
CITY OF DEADWOOD

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

**ATTEST:**

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

**BILL OF SALE**

Nugget Saloon, LLC, of P.O. Box 385, Deadwood, SD 57732, party of the first part, for and in consideration of the sum of Thirteen Thousand Five Hundred and no/100s Dollars (\$13,500.00), the receipt of which is hereby acknowledged by City of Deadwood, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732; party of the second part, has bargained, sold, granted, and conveyed, and by these presents does hereby bargain, sell, and convey unto the party of the second part, all of its interest to have and to hold in the Wild Bill Bar sign currently located at 610 Main Street, Deadwood, SD 57732.

City of Deadwood, upon receipt and acceptance of this Bill of Sale, acknowledges that it has had an opportunity to inspect and has inspected the above conveyed property and accepts said property in its present condition and hereafter assumes all responsibility for repair, replacement and maintenance. The parties hereto further acknowledge this transfer of property shall become effective on a mutually agreeable date after no later than \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

*[signatures and acknowledgments on following pages]*

NUGGET SALOON, LLC

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer,  
personally appeared \_\_\_\_\_, known to me to be the  
\_\_\_\_\_ of Nugget Saloon, LLC 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: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF DEADWOOD

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

**ATTEST:**

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

5-16-16  
6 N

## 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 "Lessor" and Richard A. Olesen and Marguerite E. Olesen, with a record address of 809 W. Main Street, Lead, SD 57754, hereinafter referred to as "Lessee."

Lessor and Lessee agree that Lessee shall lease the Wild Bill Bar sign, hereinafter Leased Property, owned by Lessor, as set forth within the following terms and conditions:

### I.

The term of this lease shall be ten (10) years commencing July 1, 2016, and running through June 30, 2026.

### II.

In accordance with the rates established by Lessor for lease of the Leased Property, Lessee agrees to pay to Lessor as rent the following:

1. Lessee agrees to lease the sign from Lessor in the amount of One Thousand Five Hundred and no/100s (\$1,500.00) as annual rent on or before the 1st day of July each year.

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, Lessor may, at its option,

deem this agreement terminated. Lessee agrees it is entitled to no further notice under this section.

### III.

Lessee agrees that the Leased Property cannot be removed from the real property on which the Leased Property has been installed and this lease shall be transferred with the sale of the real property.

### IV.

CITY reserves the right to inspection of the Lease Property. Lessee agrees to execute a conservation easement that runs with the real property in perpetuity in order that the CITY may conduct periodic inspections.

### V.

Parties agree that the ownership of the sign shall be transferred to Lessee upon the completion of the ten year lease period and Lessor will execute a Bill of Sale to complete transfer upon receipt of final lease payment.

### VI.

Lessee shall be responsible for maintenance of the Lease Property and assume all risks and shall indemnify Lessor against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by Lessee, and against any loss, damage, or expense resulting from injury to Lessee.

### VII.

Lessee shall at its own expense purchase and maintain at all times during the term of this Agreement coverage for the Leased Property and a comprehensive general public liability insurance policy insuring Lessee and Lessor for bodily injury or death and

property damage liability in an amount not less than One Million Dollars (\$1,000,000).

Lessor shall be a named insured on such policy, and Lessee shall furnish to Lessor proof of the purchase of liability insurance on the signing and execution of this Agreement.

VIII.

Either Lessee or Lessor may terminate this Agreement at any time by notifying the other party in writing at least thirty (30) days prior to the proposed termination date.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF DEADWOOD

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

ATTEST:

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



Rick Olesen

STATE OF SOUTH DAKOTA )  
COUNTY OF \_\_\_\_\_ )SS

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

Notary Public

4

LOAN NUMBER:	#2016-03
DUE DATE:	12.31.2018
RENEWED UNTIL:	_____
RETURNED:	YES/NO

5-16-16  
60

**LOAN 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 and the Deadwood Historic Preservation Commission, herein after referred to as "DEADWOOD," and Deadwood History, Inc. (DHI) located at P.O. Box 252, Deadwood, SD 57732, hereinafter referred to as "PERMITEE."

1. The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITEE to use the following property owned by DEADWOOD.
2. A description of the property for which permission is granted is as follows is listed and described on Attachment #A.
3. The purpose for which PERMITEE is using the above-described premises is as follows: "Exhibition."
4. PERMITEE agrees to handle, package, and ship or transport the objects and/or collections (and pay for same) in a manner that protects it from breakage, loss, deterioration, and contamination.
5. Permission for the above use at the above-described location is permitted from May 16, 2016 until December 31, 2018.
6. PERMITEE specifically acknowledges and agrees that it shall be solely responsible for any damage to the property loaned pursuant to this Agreement. Further, PERMITEE agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money, which DEADWOOD might have to pay

to any person as a result of property damage, personal injury, or death resulting from PERMITTEE'S use of city property pursuant to this Agreement.

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

8. Within twenty-four hours of discovery, the PERMITTEE will be notify DEADWOOD of instances or circumstances surrounding any loss of, damage to, or destruction of the materials and will at the direction of DEADWOOD take steps to fix the damaged materials.

9. PERMITTEE also further understands and agrees that the property shall not be repaired, restored, cleaned, or altered in any way whatsoever,

10. All loaned materials shall not leave custody of the PERMITTEE without written permission of DEADWOOD.

11. PERMITTEE agrees to incorporate the two (2) Historic Preservation Moments (HP Moments) into the exhibit. This will occur through use of electronic device or QR Code.

12. The Deadwood Historic Preservation office will review, make suggestions, and approve the final exhibition specifically regarding the five relic firearms

13. PERMITTEE agrees to provide DEADWOOD with two (2) copies of any photographs, published articles, materials, etc. generated as a result of the loan.

14. PERMITTEE agrees to acknowledge and credit DEADWOOD in any use or photographs or exhibits or publications resulting from the loan. The credit line shall read as follows: *"Courtesy of the City of Deadwood and the Deadwood Historic Preservation Commission."*

15. Upon termination of this agreement, PERMITTEE agrees to properly package and transport the said property listed above back to DEADWOOD. Damage inflicted by inadequate packaging will be at the expense of the PERMITTEE.

16. Either party may terminate this agreement, effective not less than five (5) days after receipt by the other party of written notice, without further liability to either party.

17. PERMITTEE shall maintain adequate insurance against any loss of any property subject to this loan. PERMITTEE shall also maintain an insurance policy against any loss to the property loaned to PERMITTEE, naming DEADWOOD as an additional insured.

18. PERMITTEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

DEADWOOD HISTORY, INC.

By: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(TITLE)

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer,  
personally appeared \_\_\_\_\_, \_\_\_\_\_ of Deadwood History,  
Inc., known to me to be the person whose name is subscribed to the foregoing instrument and  
acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Attachment #A**

**Chinatown Firearm Collection**

- ASSN: 02-0112 Cat. 000336 – 1860 Colt Army Conversion Revolver
- ASSN: 02-0112 Cat. 000337 – Manhattan Firearms Five shot
- ASSN: 02-0112 Cat. 000338 - Bacon Excelsior Revolver
- ASSN: 02-0112 Cat. 000716- unidentified pocket revolver
- ASSN: 02-0112 Cat. 000717 – Remington Big Bore revolver Model #1

**END of LOAN #2016.03**

4577-77.5

**APRIL 16, 2016**

# INVOICE

**FROM: DEADWOOD ELECTRIC**  
52 LINCOLN AVENUE  
DEADWOOD SD 57732  
BUSINESS CELL (605) 920-1214  
OFFICE CELL (605-920-1266) MONICA

5-16-16  
6P

**BILL TO: CITY OF DEADWOOD**

102 SHERMAN STREET  
DEADWOOD SD 57732

**JOB DESCRIPTION:** INSTALL NEW SERVICE, REPIPE & PULL WIRE TO FOOTBALL PANEL, REPIPE & PULL WIRE TO PRV BLD, ADD RV OUTLETS, REMOVE OLD

<i>Salesperson:</i>		<b>TERMS</b> <b>NET 15</b>
<i>Invoice number:</i>	21309	

### MATERIAL & LABOR

<b>MATERIAL &amp; LABOR</b>				
<b>PART NO.</b>	<b>QTY.</b>	<b>DESCRIPTION</b>	<b>PRICE EACH</b>	<b>AMOUNT</b>
	1	MATERIAL:	2395.58	2,395.58
	31	LABOR:	LABOR/HOUR 55.61	1,723.91
<i>Total Material and Labor:</i>				4,119.49
<i>INVOICE INCLUDES TAX</i>				
<i>Amount due:</i>				<b>4,119.49</b>

**COMMENTS**

\* TERMS: OVER DUE

Balances not paid within 15 days from invoice date will accrue a service charge of 2% per month.

5-16-16  
69

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

THIS AGREEMENT is by and between the City of Deadwood, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and Ainsworth-Benning Construction A Journey Group Company, with its principal place of business located at 345 Industrial Dr, Spearfish, South Dakota 57783, hereinafter referred to as "CONTRACTOR;"

**WHEREAS**, CONTRACTOR has agreed to furnish all labor and materials for the replacement of the Fremont Street retaining wall, widening of Fremont Street and improving drainage in the amount of One Hundred Fifty-two Thousand Seven Hundred and no/100s Dollars (\$152,700.00), and

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

**WHEREAS**, CITY has Albertson Engineering, Inc., 3202 West Main Street, Suite C, Rapid City, South Dakota 57702, as the "ARCHITECT" for all references herein, and

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall remove existing retaining wall at Fremont Street and replace it with a Redi-Rock Wall as detailed in the contract documents and applicable addenda;
3. CONTRACTOR shall remove and replace street paving along with retaining wall replacement as detailed in the contract documents and applicable addenda;



4. CONTRACTOR shall widen Fremont Street and improve drainage as detailed in the contract documents and applicable addenda;
5. The contract document consists of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The contract represents the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral;
6. CONTRACTOR shall fully execute the work described in the contract documents;
7. CONTRACTOR shall achieve substantial completion of the project on or within ninety (90) days of notice to proceed as indicated in Bid Form;
8. CITY shall make progress payments of the contract sum on account to CONTRACTOR as provided in the general conditions of the contract for construction as needed, subject to additions and deductions as provided in the contract documents;
9. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by ARCHITECT;
10. ARCHITECT will serve as initial decision maker pursuant to Section 15.2 of general conditions of the contract for construction, unless the parties appoint below another individual, not a party to this Agreement, to serve as initial decision maker;
11. CONTRACTOR shall pay the sum of \$250 per day for each day that the project is not completed beyond the project completion date as specified in the plans and specifications, and shall be deducted from any monies due to CONTRACTOR as liquidated damages as indicated in Notice to Bidders;
12. CITY or CONTRACTOR may terminate this agreement pursuant to the provisions and procedures outlines in Article 14 of AIA Document A201-2007, which provides for termination by CONTRACTOR due to significant work stoppage or delays by CITY and provides for termination by CITY due to failure to make payments to subcontractors in accordance with agreements between CONTRACTOR and subcontractors, failure to supply sufficient skilled workers, disregard of applicable laws, ordinances, regulations or lawful orders, and due to breach of provision or provisions of the contract documents.

13. CONTRACTOR shall purchase and maintain insurance and provide bonds as set forth in Article 11 of the general conditions of the contract for construction;
14. CONTRACTOR shall comply with the following miscellaneous provisions:
- a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
  - b. All work shall be done in a professional workmanlike manner;
  - c. All work will be subject to final inspection by Deadwood Public Works Director and Historic Preservation Officer before acceptance;
  - d. All work is to be completed in accordance with existing building codes;
  - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
  - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the from any claims or damages arising out of or in conjunction with the work contemplated herein; and
  - g. Agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorneys fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

AINSWORTH-BENNING CONSTRUCTION  
A JOURNEY GROUP COMPANY

By: \_\_\_\_\_  
Will McElroy, President

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Will McElroy, the President of Ainsworth-Benning Construction A Journey Group Company and acknowledged that he executed the same for the purposes therein contained.

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

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

05/16/16

ENTERED

893514

Redwood Grounds

INVOICE

DATE

5-5-2016

TERMS

CITY OF REDWOOD % BOB NELSON

108 STEPHAN

REDWOOD, S.D. 57732

ACCOUNT WITH

CUSTOMER: DECOOR MASONRY INC.

576 MTN. VIEW RD.  
SPEARFISH, SD 57733

PROSPECTOR MONUMENT - RESTOR

MONUMENT BASE - RESTORATION

REPLACE ANTIQUE SLICE BOV

2 COATS - WATER REPELLENT

"AROLD" WOOD, LOCAL RUGH PINE

SURFACE SPUNE (RIVER GRABBERS) +

GRAVELS SORTED + PROBED

CURB DUNG + CLEAN UP

\$

1492

TOTAL LABOR M/T.

CURRENT

OVER 30 DAYS

OVER 60 DAYS

TOTAL AMOUNT

adams - DC5812

01-11

05/16/16

ENTERED

893515

76 Drive Redwood

INVOICE

DATE

5-4-2016

TERMS

CITY OF REDWOOD % BOB NELSON

108 STEPHAN

REDWOOD S.D.

IN ACCOUNT WITH

CUSTOMER: DECOOR MASONRY INC.

576 MTN. VIEW RD.  
SPEARFISH, SD 57733

PROSPECTOR MONUMENT - REPAIRS

EXISTING STONE BASE - TRANSFER DAMAGE

SURFACE PREP

ANGLE IRON (PRIMED) STONE LEDGE APPLIED

GALVANIZED CORRUGATED TIES (TAP BOL.)

REPAIR TO MATCH EXISTING

WASH DOWN / CLEAN UP

\$

2,498

TOTAL LABOR M/T.

THANK YOU!

5/16/16  
65

CURRENT

OVER 30 DAYS

OVER 60 DAYS

TOTAL AMOUNT

adams - DC5812

## Notice to Bidders

5-16-16  
7A

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 May 12, 2016, to complete the **"Reconstruction of the Retaining Walls located at 77 Stewart Street (#2015-189)"** for the City of Deadwood. Bids will be publicly opened at 2:00 p.m. on May 12, 2016 in the Commission Chambers at City Hall 102 Sherman Street, Deadwood, SD with results presented to the City Commission on May 16, 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 77 Stewart 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 18<sup>th</sup> day of April, 2016.

CITY OF DEADWOOD

  
Mary Jo Nelson, Finance Officer

Publish Black Hills Pioneer: April 21, 2016, and April 28, 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 05/12/2016 at 2:00 p.m.  
Deadwood, South Dakota City of Deadwood  
108 Sherman Street  
Engineer: Albertson Engineering, Inc. Deadwood, SD 57732

BIDDERS / PLAN HOLDERS →					
↓ RETAINING WALL PROJECTS ↓		C.A.I. Construction		R.C.S. Construction	
				Prairie Plains Const. LLC	
Bid Bond / Security		10%		10%	
Addendums Acknowledged / Received		Yes		Yes	
Base Bid		\$ 25,830.00		\$ 59,000.00	
Engineers Estimate: \$21,000.00				\$ 24,867.39	

5/16/16  
SA

**NOTICE OF PUBLIC HEARING  
APPLICATION OF TRANSFERS FOR  
RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSE AND RETAIL (ON-OFF  
SALE) WINE LICENSE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 16, 2016, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**1 – Retail (on-off sale) Malt Beverage:**

Notice of transfer from Dakota's Best Wine and Gifts (RB-21478), 5' Lot 12 and All Lot 13 Block 27, Original Town Deadwood, Lawrence County SD to Broken Arrow Trading Company Inc. dba Deadwood Winery at 696 Main Street.

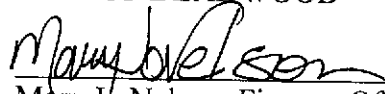
**1 – Retail (on-off sale) wine:**

Notice of transfer from Dakota's Best Wine and Gifts (RW-21479), 5' Lot 12 and All Lot 13 Block 27, Original Town Deadwood, Lawrence County SD to Broken Arrow Trading Company Inc. dba Deadwood Winery at 696 Main Street.

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

Dated this 2nd day of May, 2016.

CITY OF DEADWOOD

  
Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer – May 5, 2016

For any public notice that is published one time:

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

Date Received \_\_\_\_\_

Date Issued \_\_\_\_\_

License No. RB-21478**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**Matt Sticker  
604 Main St  
Deadwood SD 57732Owner's Telephone #: 605-222-2378**B. Business Name and Address**Deadwood Winery  
696 Main St  
Deadwood SD 57732Business Telephone #: 605-578-9975**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: 3

Number of other On-sale Liquor Licenses held: \_\_\_\_\_

Is this License in active use? ☒ Yes ☐ No**D. Legal description of licensed premise:**S' Lot 12 & A11 Lot 13 Blk 2  
Original Town of DeadwoodHave you ever been convicted of a felony? ☐ Yes ☒ NoDo you own ☐ or lease ☒ this property? (Check one)E. State Sales Tax Number: 1030-7796-SFF. 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 19 day of April Print Name: Matt Sticker Signature: Matt Sticker

**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 18th day of AprilApproving Officer's Telephone number 605-578-2000 Signature: Marty Newhalla

**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 \$ \_\_\_\_\_

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 Broken Arrow Trading Company, Inc

Address of office and principal place of business of corporation/partnership/LP/LLC Po Box 785 Watertown SD 57201

Date of incorporation 10/22/07

Date of last report filed with Secretary of State 2015

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>Math Stinner</u>		<u>Po Box 785 Watertown SD 57201</u>	<u>pres</u>

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

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

Name and address of each of the stockholders and percentage 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, 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?

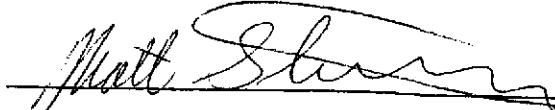
2707 Piper Ave Watertown SD 57201

**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)

Date Received \_\_\_\_\_

Date Issued \_\_\_\_\_

License No. RW-21479

# 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

Matt Stienner  
604 Main St  
Deadwood SD 57732

Owner's Telephone #: 605-222-2378

## B. Business Name and Address

Deadwood Winery  
696 Main St  
Deadwood SD 57732

Business Telephone #: 605-578-2925

## 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: 3

Number of other On-sale Liquor Licenses held: \_\_\_\_\_

Is this License in active use? ☒ Yes ☐ No

## D. Legal description of licensed premise:

5' Lot 12 + All Lot 13 Bldg 2)  
Original Town of Deadwood

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

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

E. State Sales Tax Number: 1030-7796-ST

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 18 day of April Print Name: Matt Stienner Signature: [Signature]

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 18 day of April

Approving Officer's Telephone number 605-578-2000 re: [Signature]

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 Broken Arrow Trading Company Inc  
Address of office and principal place of business of corporation/partnership/LP/LLC PO Box 785 Watertown SD 57201  
Date of incorporation 10/22/07  
Date of last report filed with Secretary of State 2015  
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>Matt Stienor</u>		<u>PO Box 785 Watertown SD 57201</u>	<u>IRS</u>

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

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

Name and address of each of the stockholders and percentage 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, 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?

2707 Piper Ave Watertown SD 57201

**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 Matt Stienor

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

My commission expires \_\_\_\_\_

(Notary Public)

5/16/16  
8B

**NOTICE OF PUBLIC HEARING  
FOR DEADWOOD JAM**

**NOTICE IS HEREBY GIVEN** that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held May 16, 2016, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Deadwood and Siever Street Closure for Deadwood Jam**

Street closure will commence on Siever Street from noon on Thursday, September 15 to 12:00 a.m. on Sunday September 18, 2016.

Street closure will commence on Deadwood Street from noon on Thursday September 15 to 12:00 a.m. Sunday September 18, 2016.

**Special Malt Beverage License, and Waive Open Container Ordinance**

Friday, September 16, 2016 from 4:00 p.m. to 10:00 p.m. in the Interpretive Center Lot.

Saturday, September 17, 2016 from noon to 10:00 p.m. in the Interpretive Center Lot.

**Permission to Waive Temporary Vending Fee**

Request to waive vendor fees for vendors in the Interpretive Lot on Friday September 16 and Saturday September 17, 2016.

**Request to Waive Banner Fee:**

Request to waive banner fees Friday September 16 and Saturday September 17, 2016 for Sponsor banners.

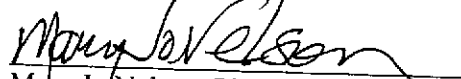
**History and Information Parking Lot**

Use of the Lot at 10:00 a.m. Thursday September 15 through 3:00 p.m. Sunday September 18, 2016.

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

Dated this 2nd day of May, 2016.

CITY OF DEADWOOD

  
Mary Jo Nelson, Finance Officer

Please Publish: B.H. Pioneer, May 5, 2016

For any public notice that is published one time:

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

5116 10B

PACKAGE (OFF-SALE) MALT BEVERAGE

Big D Oil Co., Bid D., 402 Main St., PB-1621

RETAIL (ON-OFF SALE) MALT BEVERAGE

Vaughn Mary Boyd, Deadwood Tobacco Co. & Cigar Bar, 628 Main St., RB-2108  
Gold Dust Lodging Group, LLC, Holiday inn Express Hotel & Suites 22 Lee St., RB-2391  
Mustang Sally's Inc., Mustang Sally's, 634 Main St., RB-2405  
Black Diamond Capital LLC, Gold Dust, 688 Main St., RB-2418,  
Bullock Hospitality LLC, Bullock Hotel, 633 Main St., RB-2445  
BRI, Inc., Best Western Hickok House, 137 Charles St., RB-2447  
Mary Larson, Deadwood Dicks Restaurant, 51 Sherman St., RB-2449  
Princeton Inc., Deadwood Super 8 / Lucky 8 Gaming, 196 Cliff St., RB-2450  
Willys Wild West, Deadwood Station, 68 Main St., RB-2453  
Midnight Star Enterprises, LP, Midnight Star I & II, 677 Main St., RB-2454  
Blue Sky Gaming, Inc., Tin Lizzie Gaming Resort, 555 Main St., RB-2463  
Old Style Saloon #10, Inc., Saloon #10, 657 Main St., RB-2466  
Super G Investment Corporation, Silverado, 709 Main St., RB-2512  
WWW LLC, Gold Country Inn, 801 Main St., RB-2521  
TJ Gear, Madame Peacock's Accessory Lounge, 638 Main St., RB-2527  
Midwest Motels of Deadwood II, Buffalo Bodega, 658 Main St., RB-2576  
First Gold, Inc., First Gold Hotel, 270 Main St., RB-2584  
GR Deadwood LLC, Mineral Palace Hotel & Gaming, 607 Main St., RB-2593  
Fairmont Hotel Corporation, Fairmont Hotel, 628 Main St., RB-2597  
Deadwood Hospitality Resort LLC, Deadwood Gulch Resort, 304 Cliff St., RB-2609  
Blue Sky Gaming Inc., Tin Lizzie Gaming Resort, 555 Main St., RB-2644  
Hotel Franklin Inc., Historic Franklin Hotel, 700 Main St., RB-2659  
Blue Sky Gaming, Inc., Tin Lizzie Gaming Resort, 555 Main St., RB-2831  
Gulches LLC, Comfort Inn Gulches of Fun, 225 Cliff St., RB-3536,  
Rolling Hills Farm Investment LLC, Celebrity Hotel, 629 Main St., RB-3722  
B.Y. Development, Inc., Cadillac Jack's Gaming Resort, 360 Main St., RB-3894  
Deadwood Resort, LLC, The Lodge at Deadwood, 100 Pine Crest Lane, RB-19227  
Deadwood History Inc., Adams Museum & House Inc., 150 Sherman St., RB-19328  
Deadwood History Inc., Days of '76 Museum, 1876 Drive, RB-20301  
Dakota Gunslingers LLC, Dakota Gunslingers, 669 Main St., RB-21255  
Tentexkota, LLC, Deadwood Mountain Grand, 1906 Deadwood Mountain Drive, RB-21329  
NMD Venture LLC, Hickok's Hotel & Casino, 685 Main St, RB-21688  
Apex 1996 LLC, Apex 1996 LLC, 612 Main St, RB-21693  
Pandora's Box, Pam's Purple Door, 637 Main St, RB-21725  
Jackson Winery & Vineyards, Belle Joli Winery, 594 Main St, RB-21771  
Richard & Marguerite Olesen, Wild Bill Old West Trading Post, 624 Main St, RB-21772  
Savour Your Soul LLC, Savour Your Soul, 732 Main St, RB-21833  
Kodiaks Inc., Kodiaks Arcade Shooting Gallery, 83 Sherman St, RB-21853

RETAIL (ON-OFF SALE) MALT BEVERAGE AND SD FARM WINE

Deadwood Development, McKenna's Gold, 470 Main St., BW-20163  
Deadwood Land Holding, LLC, Tatanka, Story of the Bison, 100 Tatanka Drive, BW-20586  
Effective Education, Pump House at Mind Blown Studio, 73 Sherman St., BW-20797  
Boondocks LLC, Happy Days, 639 Main St., BW-21880

PACKAGE (OFF SALE) MALT BEVERAGE AND SD FARM WINE

Virginia Tice-Poseley, Dakota Sky Stone, 671 Main St., PF-21118  
Optima LLC, SpringHill Suites by Marriott, 360 Main St., PF-20925

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



Kevin Kuchenbecker  
Historic Preservation Officer  
Telephone (605) 578-2082  
kevin@cityofdeadwood.com

## MEMORANDUM

5-16-16  
10D

**Date:** May 13, 2016  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Phase VI St. Ambrose Cemetery Amendment

This office has negotiated an amendment to the existing contract with Kadrmas, Lee & Jackson, Inc. (KLJ) for the final phase – Phase VI – of the St. Ambrose Cemetery Project. The amendment is due to additional services to be performed and modifications to time for rendering said services. Changes will be made to Task 3, Bidding and negotiating Phase to perform bidding period services; Task 4, Construction Phase to perform construction period services; Task 6, Additional final design to prepare bidding documents. A detailed description of the specific tasks to be performed under this amendment is attached.

The original agreement amount for this project is \$204,387.00. The proposed amendment amount is \$65,913.00. The new adjusted agreement amount for this project will be \$270,000.00.

These services are necessary to finalize this multi-year restoration project in St. Ambrose Cemetery. This is a budgeted line item for 2016 along with the construction portion of this final phase.

This Historic Preservation Commission recommends approval of the Phase VI St. Ambrose Cemetery amendment in the amount of \$65,913.00 for a total adjusted agreement amount of \$270,000.00.

**Recommend Motion:** Move to approve the Phase VI St. Ambrose Cemetery amendment in the amount of \$65,913.00 for a total adjusted agreement amount of \$270,000.00.

**AMENDMENT TO ENGINEER-OWNER AGREEMENT**  
**Amendment No. 1**

**Background Data**

- a. Effective Date of Engineer-Owner Agreement: October 3, 2011
- b. Engineer: Kadmas, Lee & Jackson, Inc. (KLJ)
- c. Owner: City of Deadwood, South Dakota
- d. Project: St. Ambrose Cemetery
- e. This Part of the Project: Phase 6 - Final Design Documents, Bid Phase Services and Construction Administration.

**Nature of Amendment (check all that apply)**

- ☒ Additional services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications to payment to Engineer
- ☒ Modifications to time(s) for rendering Services



## Description of Modifications

Phase 6 Project - Prepare bidding documents, perform bid period services and perform construction administration for Phase 6 (Final Phase) of St. Ambrose Cemetery Preservation Project.

Amend Task 3 - Bidding and Negotiating Phase to perform bidding period services for Phase 6 Project.

Amend Task 4 - Construction Phase to perform construction period services for Phase 6 Project.

Amend Task 6 - Additional Final Design to prepare bidding documents for Phase 6 cemetery plots.

See Attachment A for a detailed description of the specific tasks to be performed under this amendment.

Amend contract completion date to June 30, 2017.

## Agreement Summary

a. Original agreement amount:	\$204,387.00
b. Net change for prior amendments:	\$0.00
c. This amendment amount:	\$65,913.00
d. Adjusted Agreement amount:	\$270,000.00

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is .

ENGINEER: Kadrmas Lee & Jackson, Inc.

OWNER: City of Deadwood, SD

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

By: Charles Turbiville

Title: \_\_\_\_\_

Title: Mayor

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

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

This is **Attachment A to Amendment No. 1**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 3, 2011.

#### **Description of Additional Services**

**Task 3 – Bidding and Negotiating Phase:** The following additional services will be performed under Task 3 for the St. Ambrose Cemetery Preservation Phase 6 Project.

- 3.1 Prepare Advertisement for Bids
- 3.2 Conduct Pre-Bid Meeting and prepare meeting notes
- 3.3 Field Contractor Questions and provide clarifications
- 3.4 Prepare Addenda
- 3.5 Preparation for Bid Opening
- 3.6 Attend Bid Opening
- 3.7 Review Bid Results/Formalities and make recommendation to Owner
- 3.8 Release and publish bid results to electronic bidding site.
- 3.9 Prepare and issue Notice of Award
- 3.10 Prepare Owner/Contractor Agreement
- 3.11 Prepare and issue Notice to Proceed

**Task 3 Fee                \$4,363.00**

**Task 4 – Construction Phase:** The following additional services will be performed under Task 4 for the St. Ambrose Cemetery Preservation Phase 6 Project.

- 4.1 Conduct Preconstruction Conference
- 4.2 Prepare Preconstruction Meeting Notes
- 4.3 Shop Drawing Log
- 4.4 Shop Drawing Review
- 4.5 Perform Site Observation Visits for approximately 26 weeks.
- 4.6 Prepare Site Observation Diary Entries
- 4.7 Respond to RFI's and prepare any Change Orders
- 4.8 Review Applications for Payment
- 4.9 Perform Substantial Completion Walk-through
- 4.10 Prepare Substantial Completion Punch List
- 4.11 Conduct Final Acceptance Walk-through
- 4.12 Conduct Warranty Walk-through
- 4.13 Project Management/Coordination
- 4.14 Perform Project Closeout and archiving – this will be for all phases of Project.

**Task 4 Fee                \$36,900.00**

This is **Attachment A to Amendment No. 1**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 3, 2011.

**Task 6 – Additional Final Design Phase:** The following additional services will be performed under Task 6 for the St. Ambrose Cemetery Preservation Phase 6 Project.

- 6.1 Prepare Final Design bidding package for Phase 6 Plots
- 6.2 Revise Specifications and prepare Project Manual
- 6.3 Prepare review set for Owner review and comment
- 6.4 Perform Internal QA/QC Review
- 6.5 Quantity Take-offs and prepare Opinion of Cost
- 6.6 Client Meetings
- 6.7 Project Management and coordination

**Task 4 Fee            \$24,650.00**

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



Kevin Kuchenbecker  
Historic Preservation Officer  
Telephone (605) 578-2082  
kevin@cityofdeadwood.com

## MEMORANDUM

---

5-16-16  
10E

**Date:** May 13, 2016  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Creation of a Mobile Visitor Information Center

---

One of the items in the Branding, Development and Marketing Action Plan through Roger Brooks International is the creation of a mobile visitor information center. The plan recommended the Deadwood Chamber of Commerce & Visitors Bureau along with the Deadwood Historic Preservation Commission take the lead in this effort.

A trend in the destination tourism industry is the deployment of mobile visitor information centers. A recent study of 850 destination marketing organizations (DMOs) shows that 25% of DMO's have mobile visitor information centers (VICs), and 50% of those are in very high pedestrian traffic areas.

This project would allow Deadwood to put the mobile VIC in the spending district of our town – on Historic Main Street. The unit should be designed for the pedestrian visitor who has already parked and is looking for what more there is to do and see in our community. Get them to spend more time and more money in our community as well as to experience more of our history.

Printed brochures are important at this stage of a visitor's trip. While before traveling, the Internet rules as the "go-to" place for travel information, brochures are the most important resource once the visitor arrives in the destination. Visitors don't want to take notes; they want the physical brochure they can read on the street or in the car. Once on the road, 81% of visitor decisions come from brochures.

The mobile VIC allows for the information to be where and when it is needed - on Main Street during high pedestrian traffic events and daily during our peak season.

The Action Plan suggested uses a stage coach or wagon, and converts into a workable space for an information specialist, brochures, possibly sell even branded/logo merchandise or other activities. This office has coordinated with the Chamber staff in providing the following recommendation – *Transform an antique chuck wagon into a mobile visitor information center.*

Below is a summary of the project:

**Overview:**

In partnership with Deadwood Historic Preservation, Deadwood Chamber, Deadwood Alive and BID 7, Main Street of Deadwood will play host to an "Info-Wagon," a transformed antique chuck wagon, during the summer months and available in the off-season for special events and activities in Deadwood and possibly throughout the region. The wagon will contain Deadwood information and be staffed by personnel in period clothing. It will have an authentic look and feel, eye-catching to visitors.

**Schedule:**

- Memorial Day to September – in concert Deadwood Alive schedule
- Noon to 8:00 p.m. Monday-Saturday

**Location:** (to coincide with Deadwood Alive re-enactments):

- 12:00 p.m. to 2:30 p.m.: Near Tin Lizzie's
- 2:45 p.m. to 4:30 p.m.: Near the Celebrity or Fairmont
- 4:45 p.m. to 8:00 p.m.: Near the Silverado/Franklin

-or-

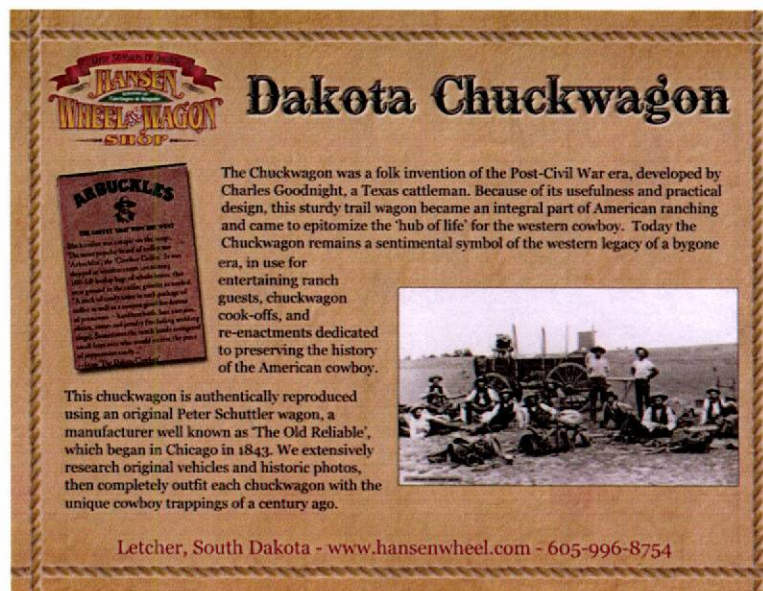
- Set up daily at a key location

**Storage:**

The portable VIC would potentially be stored either under the canopy at the Silverado (near the front entrance) or in the Deadwood Pavilion (while available).

**Interpretive Panel(s):**

The portable VIC would have an interpretive panel(s) describing the wagon and the trails surrounding Deadwood as well as how the chuck wagon was used. (See sample below)





**Specifics:**

While the portable VIC would be staffed by a Chamber/Info Center staff member in costume, they may not be capable of moving the wagon without an ATV or other equipment. Deadwood Alive cast members may be charged with the task.

Size of the wagon: 87" H x 140" Long x 67" wide

There will be some sort of awning on the wagon that would shield the staff working the wagon from the sun/elements. Visitor information will be semi-limited, but will include city-wide visitor guides, Deadwood Alive information, maps and a selection of materials. The wagon cover could be branded with the new Deadwood logo similar to what is seen on the wagon below.

**Costs:**

The costs for the project should not exceed \$15,000 for the wagon and necessary modifications to have a wagon developed for portable visitor information center. This would mean acquiring an original wagon and include the creation of an appropriate awning, providing weathertight chuck box, trappings, branding costuming, etc.

BID 7 has committed \$2,500.00 to the Chamber towards this project.

Hansen Wheel and Wagon Shop have a good solid chuck wagon ready to hitch and drive for sale at approximately \$13,000.00. This original antique farm wagon has been nicely outfitted into a working chuck wagon. Sturdy chuck box and pan boot creates ideal storage for gear. Also comes with a 30 gallon water barrel and wagon bows. Wagon comes complete with pole, double tree and neck yoke. Manual brakes and a lazy back seat complete this trail ready setup.

See photos below of this available wagon.





The Historic Preservation Office and the Deadwood Chamber of Commerce would like to purchase a wagon from Hansen Wheel and Wagon Shop and outfit it for the upcoming season as a portable visitor information center.

We believe this is an outstanding year to implement this program. The Deadwood Welcome Center is not complete and additional locations to provide visitor information is merited. The wagon could be resold in the future as an asset if warranted.

**Recommended Motion:** *Move to approve the Deadwood Historic Preservation Commission's recommendation to develop a chuck wagon from Hansen Wheel and Wagon Shop into a portable visitor information center and allocate up to \$13,000.00 from the HP Public Education budget line item to the project.*

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

5-16-16  
10F  
ROBERT NELSON  
City Planner/Zoning Administrator  
Telephone: (605) 578-2082  
Fax: (605) 578-2084  
[robert@cityofdeadwood.com](mailto:robert@cityofdeadwood.com)

## ***Approval to Enter into Contract***

---

**Date:** May 11, 2016  
**To:** Deadwood City Commission  
**From:** Robert Nelson, City Planner/Zoning Administrator  
**Re:** 76 Drive Realignment - Underground Utilities

---

As a part of the 76 Realignment Project there is planned removal of overhead power and communication lines as well as removal of the large switch in the middle of the football field parking lot. This office received quotes to perform the trench excavation, installation of conduits, and installation of an underground vault. The low quote for the services was in the amount of \$6,118.66 and submitted by Cable Communication Services, Inc. This is a budgeted CIP project and well within the projected amount. Black Hills Energy is also participating in this project with the donation of manpower, all of the wire, and the removals of their equipment as well as the City owned equipment located on the poles in the Football Field parking lot. They have shown again to be a good partner to the City.

### **Action:**

Motion to approve the Cable Communications Services proposal in the amount of \$6,118.66 to be paid from the CIP project fund '76 Drive Realignment'





Cable Communication Services, Inc.  
7200 Shadowland Ct  
Black Hawk, SD 57718

# Estimate

DATE	ESTIMATE NO.
5/10/2016	1955

NAME / ADDRESS
City of Deadwood

P.O. NO.

DESCRIPTION	QTY	COST	TOTAL
Days of 76			
Trench & Install (2) 2" conduits for communication & (2) 3" conduits for power (Price includes conduit)	230	14.00	3,220.00
Install concrete vault (30 x 48 x 36)	1	375.00	375.00
Concrete vault w/ heavy duty lid	1	1,250.49	1,250.49
Backhoe	3	99.00	297.00
Compressor	8	27.50	220.00
Laborer	16	27.50	440.00
Operator	3	39.60	118.80
Removal of asphalt including dump fees (replacement of asphalt will be done by the City)	1	100.00	100.00
2.041% EXCISE		2.041%	97.37
		<b>TOTAL</b>	<b>\$6,118.66</b>

Phone #	Fax #
605-341-6317	605-721-5011

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND**  
**CABLE COMMUNICATIONS SERVICES, INC.**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and CABLE COMMUNICATION SERVICES, INC., with its principal place of business located at 7200 Shadowland Court, Black Hawk, South Dakota 57718, hereinafter referred to as "CCS;"

WHEREAS, CCS; has agreed to perform specific tasks concerning trenching, installation of conduits and installation of an underground vault for the '76 Drive Realignment Project for a total sum not to exceed Six Thousand Seven One Hundred Eighteen and 66/100ths dollars (~~\$6,128.66~~ <sup>6,118.66 MS</sup>); and

WHEREAS, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which CCS shall perform the services concerning the trenching and conduit work for the '76 Drive Realignment Project; and

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CCS shall remove asphalt including dumping removed asphalt;
3. CCS shall trench and install two 2-inch conduits for communication and two 3-inch conduits for power;
4. CCS shall install an underground concrete vault with heavy-duty lid;
5. CCS shall clean up trenched areas;
6. Asphalt replacement shall be completed by CITY;

7. CCS shall perform these services with reasonable diligence and expediency consistent with sound professional practices.
8. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
9. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
10. CCS shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
11. CCS agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CCS in connection with this agreement or services performed or materials provided pursuant to this contract;
12. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to CCS;
13. CCS shall be paid in an amount not to exceed Six Thousand Seven One Hundred Eighteen and 66/100ths dollars (\$6,128.66) for work completed unless change orders are agreed upon in writing by both parties;
14. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF DEADWOOD

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

ATTEST:

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

CABLE COMMUNICATION SERVICES, INC.

By: \_\_\_\_\_  
Chase Sanftner

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Chase Sanftner, known to me to be the \_\_\_\_\_ of Cable Communication Services, Inc., whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

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

# ESTIMATE

5-16-16  
106

FROM

Black Hills  
**Asphalt** LLC

P.O. Box 43  
Spearfish, SD 57783  
(605) 639-1242

DATE 2-26-16

JOB NAME \_\_\_\_\_

JOB # B:11

LOCATION \_\_\_\_\_

TO City of Deadwood

QUANTITY	DESCRIPTION	PRICE	AMOUNT
21745 sq ft	Seal Coat Mickelson Trail 2 Coats Clean & Prep Trail Head Parking Lot to Walnut Street	184	3914 <sup>10</sup>
670 LF approx	Seal Cracks Clean & Fill	125	837 <sup>50</sup>
	SD Excise		4751 <sup>60</sup>
			96 <sup>28</sup>
	Thanks		
	Jeff		
	645-3437		
			4848 <sup>58</sup>

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS

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



5-16-16  
KEVIN KUCHENBECKER  
Historic Preservation Officer  
Telephone: (605) 578-2082  
Fax: (605) 578-2084  
kevin@cityofdeadwood.com  
10 H

## MEMORANDUM

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**Date:** May 13, 2016  
**To:** Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 138 & 140 Sherman Street -- Façade Easement Program Approval

---

Tim Conrad is requesting acceptance and funding through the Historic Façade Easement Program for façade restoration.

The actual costs of restoring or rehabilitating the façade will be used in determining the value of the façade grant. There is a maximum allowed per building. The standard maximum award per building is 80 percent of the qualified expenditures and capped at \$75,000. Any award cap may be increased by up to \$25,000 for buildings on corner lots and with more than one prominent façade for funding the restoration or rehabilitation of additional prominent facades.

The estimated total cost of the façade restoration project is \$73,120.85. The applicant is requesting \$58,496.68 for the façade project. The anticipated appraisal value at conclusion of the project will be between \$200,000 and \$300,000.

### RECOMMENDATION:

*The Deadwood Historic Preservation Commission has reviewed the Façade Easement Program Application and recommends approval.*



# Historic Facade Easement Program Application

Please read the attached Policy Guidelines, Administrative Procedures and provide the requested information.

1. Address of Property:

138 + 140 Sherman St

3. Owner of property – (if different from applicant):

2. Applicant's name & mailing address:

Tim Conrad  
52 Lincoln Av  
Deadwood SD 57732

Telephone: ( ) - -

E-mail

Telephone: (605) 920-1214

E-mail deadwoodelectric@rushmore.com

4. Project Costs:

Total cost of the façade restoration project:

\$ 73,120.85

Amount requested for the façade project  
 (Keep in mind eligible expenses and program maximums)

\$ 73,120.85

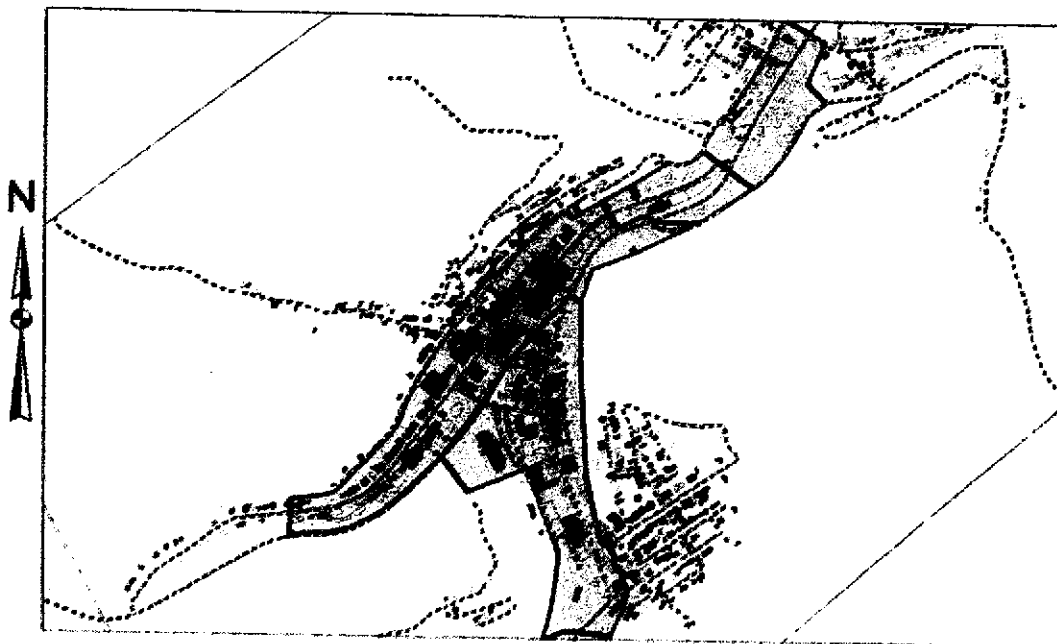
Total cost of building rehabilitation project  
 (Include additional interior work planned)

\$ 73,120.85  
200,000 + 0

Anticipated appraisal value at conclusion of project

\$ 300,000

5. Façade Easement Program Area – Deadwood Local Historic District



6. Required Supporting Documentation

- a. Complete a City of Deadwood Application for Certificate of Appropriateness and attach it to this document.
- Provide detailed description of exterior changes including materials, colors and dimensions
  - Proposed rehabilitation renderings and elevations
  - Current and historic photos of the building
  - Project budget including the entire project and façade project
  - Project timeline
  - General information on project financing or other such information showing feasibility of project
  - Conformance of the project with the Secretary of Interior Standards for Rehabilitation and the Deadwood Downtown Design Guidelines
- b. Acknowledgement of façade easement requirement

7. Certification

I certify all information contained in this application and all information furnished in support of this application is given for the purpose of obtaining financial assistance in the form of a grant or a loan as true and complete to the best of my knowledge and belief. I acknowledge I have read the policy guidelines for the loan or grant included with and for this application and agree to all of the terms and conditions contained in the policy guidelines. I agree any contractors which I hire for this project will hold contractors licenses with the City of Deadwood and will require they also agree to and abide by the terms and conditions of the policy guidelines.

I acknowledge the Deadwood Historic Preservation Commission is merely granting or loaning funds in connection with the work or project and neither the Historic Preservation Commission nor the City of Deadwood is or will be responsible for satisfactory performance of the work or payment for the same beyond the grant or loan approval by the Historic Preservation Commission. I acknowledge I am solely responsible for selecting any contractors hired in connection with the project and in requiring satisfactory performance by such contractor. I agree to indemnify and hold harmless the Deadwood Historic Preservation Commission and the City of Deadwood against losses, costs, damages, expenses and liabilities of any nature directly or indirectly resulting from or arising out of or relating to the Deadwood Historic Preservation Commission's acceptance, consideration, approval, or disapproval of this application and the issuance or non-issuance of a grant or loan.

Applicant's signature: \_\_\_\_\_

Date submitted: \_\_\_\_/\_\_\_\_/\_\_\_\_

Owner's signature: Jim Leneard

Date submitted: \_\_\_\_/\_\_\_\_/\_\_\_\_

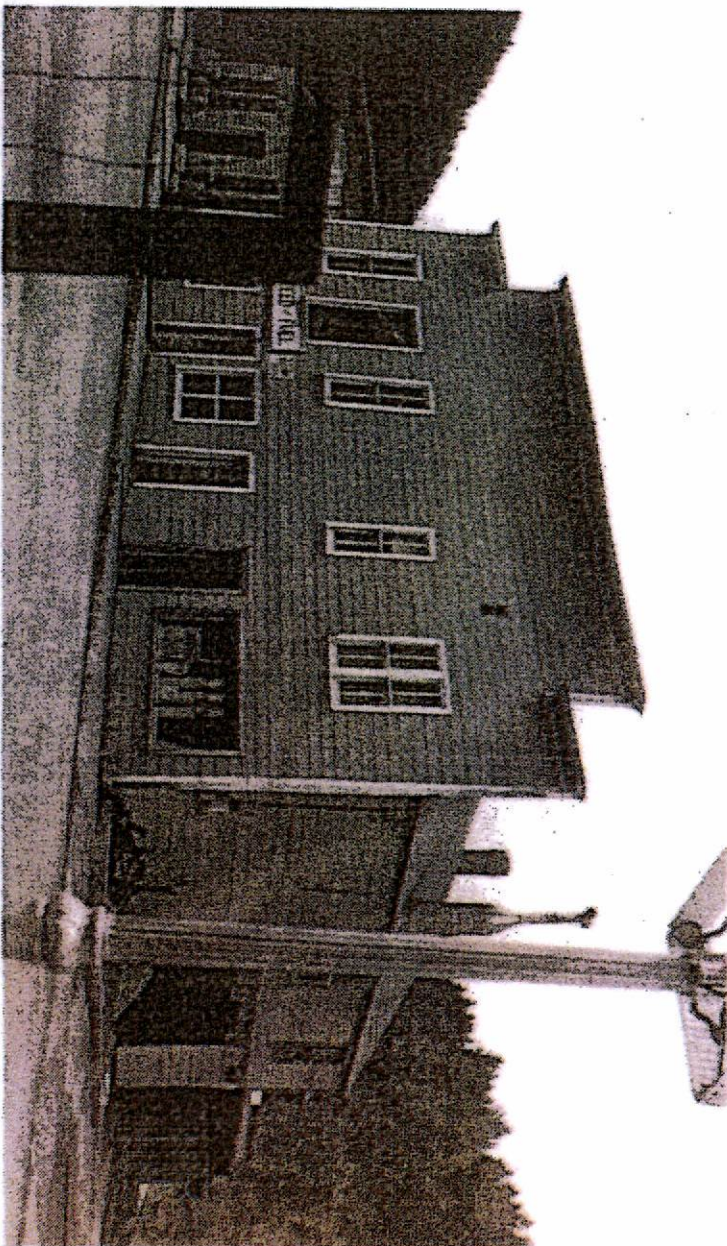
Please return the completed application along with the Certificate of Appropriateness to:

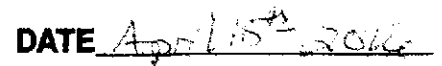
City of Deadwood  
Planning, Zoning & Historic Preservation  
108 Sherman Street  
Deadwood, SD 57732  
605-578-2082











# ESTIMATE

[illegible]

### ADDITIONAL NOTES AND CONCERNS

SUBTOTAL	73120	85
----------	-------	----

All Changes or Additions will be charged at .39 per hour  
Perman

Marginal Cost may change with Time.

Thank you!

### ESTIMATED JOB COST

73120 85

\_\_\_\_\_  
MR. ESTIMATED BY

**JOB ESTIMATED BY**

DATE OF ESTIMATE April 15<sup>th</sup> 2016

DATE OF ESTIMATE

This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started.

**Upon completion**, unless other arrangements have been made we do expect payment **within 14 days**. There will be a 2.5% interest charge per month on late invoices.

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

5-16-16  
10I & 10J  
ROBERT NELSON  
City Planner/Zoning Administrator  
Telephone: (605) 578-2082  
Fax: (605) 578-2084  
[robjr@cityofdeadwood.com](mailto:robjr@cityofdeadwood.com)

## ***Approval for Payment***

---

**Date:** May 6, 2016  
**To:** Deadwood City Commission  
**From:** Robert Nelson, City Planner/Zoning Administrator  
**Re:** Electrician and Excavation Costs Pluma Underground Utilities

---

As a result of the previously City Commission approved \$25,000 to install the underground utilities in Pluma, there were additional charges from the project. With the additional excavation and paving needed to remove Century Link in the same area and to have the services hooked up to the underground services by an electrician this office is requesting approval of additional funds. This office is requesting approval of an additional \$18,898.72. The additional funds will be applied to contract services to Cable Communication Services in the amount of \$6,466.54 and Freeman Electric in the amount of \$14,575.

### **Action:**

Motion to approve additional funds in the amount of \$18,898.72 to be paid from Highway 85 funds.

# Invoice



Cable Communication Services, Inc.  
7200 Shadowland Ct  
Black Hawk, SD 57718

Date	Invoice #
4/20/2016	7895

5-16-16  
101

Bill To
City of Deadwood CentryLink Relocation

Description	Qty	Rate	Amount	P.O. No.	Terms	Project
					Due on receipt	
Hwy 85 Deadwood						
Trench	560	4.00	2,240.00			
Install 4" Conduit (Includes conduit & labor)	560	3.60	2,016.00			
Install 4" Long sweeps (Includes sweep & labor)	8	80.30	642.40			
Surface Restoration - Asphalt (Split w/ Midco, MDU, Vast & BHE)	109	13.20	1,438.80			
**XYZ/Surveying, if applicable, will be billed separately**						
				<b>Subtotal</b>		
				\$6,337.20		

**Excise Tax (2.041%)** \$129.34

**Total** \$6,466.54

**Payments/Credits** \$0.00

**Balance Due** \$6,466.54

Phone #	605-341-6317
Fax #	605-721-5011

5-16-16  
10 K

## RUBBLE SITE AGREEMENT

This contract made and entered into this 1st day of June, 2016 by and between the City of Deadwood, a political subdivision of the State of South Dakota, the City of Lead, a political subdivision of the State of South Dakota, and Central City, a political subdivision of the State of South Dakota (hereinafter referred to as "CITIES") and Chad Adams (hereinafter referred to as "ADAMS").

1. BASE TERMS:

- a. For the purposes of operating a Type III Solid Waste Disposal Site on behalf of CITIES (hereinafter "rubble site").
- b. The term of this contract shall be for a period of six months from the date set forth above and shall expire on November 30, 2016. CITIES do hereby grant to ADAMS an option to renew the contract for an additional six month period upon ADAMS giving 30 days written notice prior to the end of the original term and each renewal term. The annual renewal rate for each renewal period will be determined, changed or adjusted by mutual agreement, in writing, of the parties. The other terms and conditions of this contract will continue in effect unless changed in writing by agreement of the parties.

At the end of this second 6-month period, the parties have the option of entering into a 3-year agreement by mutual agreement of ADAMS and CITIES. The annual renewal rate to be paid by ADAMS for the 3-year period will be determined, changed or adjusted by mutual agreement, in writing, of the parties. The other terms and conditions of this contract will continue in effect unless modified in writing by agreement of the parties.

In the event the parties are unable to agree on appropriate terms for the renewal period within 15 days of the expiration of the original term, the option to renew will be rescinded.

Should this Agreement be terminated as a result of default by ADAMS, then the prepaid fees previously paid to ADAMS shall be prorated to the date of termination with \$10,485.00 representing the total yearly fees paid to ADAMS.

2. CITIES' OBLIGATIONS:

a. CITIES shall approve any fee rates charged by ADAMS, pursuant to the attached fee schedule. Once set, the fee schedule may not be modified without the consent of CITIES.

b. CITIES assumes hazards of damage or destruction of any of the improvements now on the real property or to be placed thereon. CITIES agrees to maintain and carry at all times fire and extended coverage insurance on all of the structures of the said premises to the full insurable value thereof

3. ADAMS' OBLIGATIONS:

a. To operate the rubble site in accordance with the terms set forth herein;

b. To abide by all applicable laws and permit requirements of the operation of a Type III Solid Waste Disposal Site, and ensure that all operations are in compliance with all local, state and federal laws, rules, regulations and permits or leases covering the same. ADAMS shall be available for any inspections by federal, state or local authorities.

c. ADAMS shall be responsible for disposing of tires including costs of disposal on an annual basis. No tires shall become a permanent part of the rubble site.

d. ADAMS shall maintain a complete record keeping system, including but not limited to income statements, accounts receivable and daily usage logs. ADAMS shall

provide a written quarterly report to CITIES on usage, quantity waste disposal, income and expenses. These records shall also be made available to CITIES as CITIES' request for review.

e. ADAMS shall provide all necessary equipment for operation and maintenance of the rubble site. ADAMS is responsible for the year-round maintenance of all roads within the rubble site as well as access to and from the rubble site from Yellow Creek Road.

4. MECHANIC'S OR CONSTRUCTION LIENS:

ADAMS shall not subject the rubble site to any mechanics, materialmen or construction liens of any kind unless specifically approved in writing by CITIES.

5. INDEMNIFICATION:

a. During the entire term of the contract, ADAMS shall indemnify and hold harmless CITIES against any and all claims, debts, demands or obligations which may be made against ADAMS or against ADAMS' title in the rubble site arising out of or in connection with any alleged act or admission of ADAMS or any person claiming under, by or through ADAMS.

b. If it becomes necessary for ADAMS to defend any action seeking and imposing liability, ADAMS will pay CITIES all costs of court and attorney fees incurred by CITIES in effecting such defense in addition to any other sums which CITIES may be called upon to pay by reason of the entry of a judgment against ADAMS.

c. This indemnification is applicable only to ADAMS' operation and management of its rubble site, according to all federal, state, and local laws and regulations. ADAMS shall obtain comprehensive general liability insurance to cover the activities of ADAMS undertaken herein with the general limits of said coverage being Two Million and no/100s Dollars (\$2,000,000.00), or a combination of general liability policies totaling



Two Million and no/100s Dollars (\$2,000,000.00). CITIES shall be added as an additional insured on said policy(ies) and shall present proof of such insurance to the CITIES.

6. DEFAULT:

a. If at any time a default shall be made by ADAMS in the performance of any obligation of ADAMS herein set forth, then it shall be lawful for CITIES to declare the contract term ended and to reenter upon the rubble site and take possession of the same under the terms and conditions herein provided.

b. If the default occurs, and if CITIES shall so elect, they may declare this contract term ended by giving ADAMS thirty(30) days' written notice specifying the event causing the default and ADAMS shall have thirty (30) days, after the date of receiving the notice, to cure such default.

c. If not timely cured, this contract shall terminate; if timely cured, this contract shall continue.

7. HOURS OF OPERATION:

a. The rubble site shall be open for use by the public Mondays through Saturdays during regular business hours during the summer months as set forth below and Thursdays through Saturdays during regular business hours during the winter months as set forth below.

b. CITIES and ADAMS may agree to different hours of operation if agreed to in writing by CITIES and ADAMS:

Summer Months	May 1 through September 30	8:00 a.m. to 4:00 p.m.
Winter Months	October 1 through April 30	9:00 a.m. to 4:00 p.m.

8. FREE DUMPING:

Residents of CITIES and of Lawrence County shall be allowed free dumping four times per year:

- a. Near the end of March (free dump weekend);
- b. Mid-May (spring clean-up week);
- c. Late September (free dump weekend), and
- d. Early November (free dump weekend).

9. FEES:

Fees shall be established by contract addendum and agreed to by both CITIES and ADAMS. Tipping fees may be adjusted pursuant to mutual agreements with CITIES and ADAMS, exclusive of these contract terms. CITIES will approve the rate of the fees.

10. SITE USAGE:

CITIES have exclusive rights to harvesting timber, minerals and other rubble site natural resources. ADAMS shall coordinate with CITIES to facilitate these operations as deemed necessary by CITIES.

- b. ADAMS may, with the approval of CITIES, engage in other appropriate, lawful and permitted activities for income generation at the rubble site.
- c. ADAMS shall ensure the operations of the rubble site are conducted in a safe, efficient and professional manner.

11. TERMINATION:

At the termination of this contract, ADAMS will peaceably and quietly deliver possession of the rubble site to CITIES.

12. QUIET ENJOYMENT:

CITIES covenant and agree with ADAMS that so long as ADAMS keeps and performs all of the covenants and conditions by ADAMS to be kept and performed hereunder,

ADAMS and his successors in interest shall have quiet and undisturbed and continued possession of the rubble site, free from any claims by CITIES or any persons or entities claiming thereunder.

13. FORCE-MAJEURE:

In the event that CITIES or ADAMS shall be delayed, hindered in or prevented from the performance or any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, the act or failure to act of either party for said reason shall be excused for the period of delay necessitated by the above without either party being held accountable for the same.

14. CONSENT NOT TO BE UNREASONABLY WITHHELD:

Whenever the contract requests any consent, permission or approval which may be required or desired by ADAMS pursuant to the provisions hereof.

15. WRITTEN MODIFICATIONS:

No modifications, release, discharge, amendment or waiver of any provisions hereof shall be of an force or effect unless reduced to writing and executed by both parties.

16. LAWS:

The laws of the state of South Dakota in force and effect at the date of the execution of this contract shall govern and control the interpretation and application of this contract except where new laws or regulations mandate a modification to this contract in order to continue to perform the duties and obligations of either party hereunder, which the parties hall not unreasonably withhold consent to such modification pursuant to any new law or regulation mandating the modification hereto.

IN WITNESS WHEREOF, both parties have hereunto set their hands and seals  
the day and year first above written:

CITY OF DEADWOOD:

\_\_\_\_\_  
By: Charles Turbiville  
Its: Mayor

ATTEST:

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

CITY OF LEAD:

\_\_\_\_\_  
By: Ron Everett  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Mike Stahl, City Administrator

CENTRAL CITY:

\_\_\_\_\_  
By: Donovan Renner  
Its: President of the Board of Trustees

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chad Adams

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

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

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

(SEAL)

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

## FEE SCHEDULE

<u>LOAD AMOUNT</u>	<u>CITIES</u>	<u>OTHERS</u>
Pickup bed up to 3 yds	\$ 10.00	\$ 30.00
Small dump truck; 3-6 yds	\$ 25.00	\$ 50.00
Large dump truck; 12 yds	\$ 50.00	\$100.00
Extra large dump truck; over 12 yds (depending on load)	up to \$100.00	\$100.00 - \$200.00
Double-axle trailer	\$ 25.00	\$ 50.00
Small trailer	\$ 15.00	\$ 30.00
Cars with title (no gas or oil)	Free	Free
Cars without title	\$300.00	\$300.00
CITIES municipal trucks	Free	

### TIRES:

Car tires	\$ 3.00	\$ 5.00
Pickup truck tires	\$ 5.00	\$ 10.00
Semi-truck tires	\$ 25.00	\$ 50.00
Tractor/heavy equipment tires	\$ 25.00	\$ 50.00

### APPLIANCES:

Refrigerators with freon removed	Free	Free
Refrigerators with freon	\$ 40.00	\$ 40.00
Stoves	Free	Free
Water Heaters	Free	Free

### OTHER:\*

Cardboard	up to \$25.00	up to \$50.00
Hard plastic	\$5.00 - \$25.00	\$10.00 - \$50.00
Electronics	Free	Free
CRT Electronics (tube T.V.s and monitors)	\$ 5.00	\$ 10.00

(\*This only applies if the customer brings it up and doesn't want to haul it back and these items can only go in the specified dumpsters, not in the landfill itself.)

Fill material shall be free

5-16-16  
11B

## CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: 5/12/2016

Organization: ST. JOHN'S EPISCOPAL CHURCH

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 checked="" type="checkbox"/> Religious organization
<input 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: FR. MICHAEL JOHNSON

Address: PO BOX 434, DEADWOOD

Phone #: 605-920-8818

Email: mrjohns@rrv.net

501 (c) 3- Non Profit: Yes ☒ No ☐

Dates of Ticket Sales: 6-1-2016

Date of Raffle Drawing: 9/5/2016

Value of Raffle Prize: \$2,500.00 12 Gauge Shotgun

Proceeds will benefit: ST. JOHN'S EPISCOPAL COACH  
Office use only:

Presented at City Commission Meeting dated \_\_\_\_\_