

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA  
5:00 p.m. May 2, 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. **SWEAR IN / OATH OF OFFICE to Mayor Turbiville**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **COMMISSION DEPARTMENTAL APPOINTMENTS**

David Ruth Jr-Historic Preservation, Planning and Zoning Commissioner  
Mark Speirs-Police and Fire Commissioner, Black Hills Council Representative  
Gary Todd-Trolley and Safety Commissioner  
Jim VanDenEykel-Finance and Library Representative, Commission President  
Mayor Turbiville-Public Buildings, Parks and Recreation, Public Works  
Commissioner, Chamber of Commerce Representative

5. **APPROVE MINUTES OF April 18, 2016**

6. **APPROVE BILLS**

7. **ITEMS FROM CITIZENS ON AGENDA**

- A. Leonard Hopper, Lead-Deadwood Baseball Association President, to express appreciation for upgrades at baseball field
- B. Deadwood History Inc. requests permission to serve beer and wine on September 23, 2016 from 5:00 p.m. to 7:00 p.m. at Adams Museum for Big Thank You event
- C. Deadwood History Inc. requests permission to serve beer and wine on July 7 from 5:00 p.m. to 6:30 p.m. at Adams Museum for South Dakota Society Historic Preservation Board of Trustees
- D. Permission for Deadwood Chamber of Commerce to use two special trolleys all day on May 31 and June 1. Request waiver of group fee
- E. Permission for Deadwood History Inc. to use special trolley for summer activities. Request waiver of group fee

8. **CONSENT AGENDA**

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

- A. Permission 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
- 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, 2016
- F. Approve final plat - Define Property Lines, Shine Street. Lots 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 3 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 1 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 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 Aid effective May 26, 2016 Randi Coddington \$8.93, Kathleen Goin \$8.67.

Streets, Greg Nelson \$10.40 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)
- 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.

**9. BID ITEMS**

- A. Accept low bid from RCS Construction for 84 Van Buren retaining wall in the amount of \$237,000.00. Bids opened on April 14, 2016
- B. Accept low bid from RCS Construction for 50 Van Buren retaining wall in the amount of \$149,000.00. Bids opened on April 14, 2016
- C. Results of bids opened on April 26 at 2:00 p.m. for Fremont Street retaining wall and street improvements: Journey Construction dba Ainsworth Benning \$152,700.00, RCS Construction \$177,000.00, Mainline Construction \$186,000.00, CAI Construction \$324,240.00 and Oftedahl Construction \$387,234.00. All bids included bid bond. Recommend award to Journey Construction dba Ainsworth Benning Construction

**10. PUBLIC HEARINGS**

- A. 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) transfer from Dakota's Best Wine and Gifts to Broken Arrow Trading Company Inc. dba Deadwood Winery at 696 Main Street
- B. Set public hearing on May 16 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

**11. OLD BUSINESS**

- A. Continue public hearing discussion for Motorcycle Parking: parking on Main Street and in Interpretive Lot July 31 through August 14.
- B. Approve proposal from Interstate Engineering in the amount not to exceed \$6,000.00 for inspection and load rating of the Old Charles Street Bridge

**12. NEW BUSINESS**

- A. 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
- B. Change order 6, 7, and 8 in the amount of \$6,897.37 with Oftedahl Construction on highway 85/385 utility relocation project,
- C. Permission to add two additional part time staff at Deadwood Rec Center
- D. Approve purchase of Wild Bill Bar sign in the amount of \$13,500.00 from Matt Steiner, 610 Main, 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

- E. 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.

**13. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

*No action can be taken*

- A. Arbor Day Celebration has been moved to May 6 at 9:00 a.m. Location remains at Gordon Park
- B. Thank you to Lead-Deadwood Area Lions Club for \$225.00 contribution to defray costs of two Arbor Day trees
- C. Ordinance #1244 to Adopt Campaign Finance Disclosures enacted after April 12, 2016 election and canvass. Ordinance to be published on May 3.
- D. Free dump week will be held from May 16-May 20.
- E. Deadwood Rec Center will be closed on Mother's Day
- F. 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.

**14. EXECUTIVE SESSION**

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

**ADJOURNMENT**

## REGULAR MEETING, APRIL 18, 2016

The Regular Session of the Deadwood City Commission convened on April 18, 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., Gary Todd, and Jim Van Den Eykel. Commissioner Mark Speirs was absent. All motions passed unanimously unless otherwise stated.

### APPROVAL OF MINUTES

Todd moved, Van Den Eykel seconded to approve the minutes of April 4, 2016. Roll Call: Aye-All. Motion carried.

### APPROVAL OF DISBURSEMENTS

Ruth moved, Todd seconded to approve the April 18, 2016 disbursements. Roll Call: Aye-All. Motion carried.

ABSOLUTE LOG HOMES	REPAIRS	1,193.88
ACE SIGN	PROJECT	69,382.80
ADAMS	REPAIR	1,445.00
ADAMS SALVAGE	TIRES	25.00
AINSWORTH-BENNING	PROJECT	396,435.00
ALBERTSON ENGINEERING	PROJECT	9,767.35
AMAZON	SERVICE	229.25
ARLETH LAND SURVEYING	SERVICE	4,745.00
ATCO INTERNATIONAL	SUPPLIES	551.00
BERBERICH DESIGNS	WAYFINDING	5,416.70
BERGEN, SHIRLEY	ELECTION	178.00
BIERSCHBACH EQUIPMENT	SUPPLIES	41.55
BH CHEMICAL	SUPPLIES	1,354.69
BH PIONEER	ADS	880.00
BH SECURITY	SERVICE	829.08
BH TENT & AWNING	SUPPLIES	1,797.50
BH TITLE COMPANY	REPORT	150.00
BH URGENT CARE	TESTING	369.00
BH WINDOW CLEANING	CLEANING	651.00
CADILLAC JACK'S	EVENT	352.80
CAI CONSTRUCTION	PROJECT	5,760.00
CAMPBELL SUPPLY	SUPPLIES	57.13
CENTURY BUSINESS PRODUCTS	CONTRACT	363.37
CITY OF MOBRIDGE	GRANT	5,375.00
COCA COLA	SUPPLIES	16.50
CULLIGAN	SUPPLIES	115.50
DAKOTA FENCE	PLANKS	5,500.00
DEADWOOD CHAMBER	BILL LIST	234,059.25
DEADWOOD ELECTRIC	SERVICE	2,314.82
DVFD	AWARDS	50.00
DUNCAN PARKING	KEYS	205.56
EB COMMUNICATIONS	REPAIRS	108.00
EDDIE'S TRUCK CENTER	SUPPLIES	506.08
FARMER BROTHERS	SUPPLIES	416.60
FASTENAL COMPANY	SUPPLIES	50.54
GENE'S LOCK SHOP	KEY	9.00
GLOBAL EQUIPMENT	HAMMER	84.90
GUSTAFSON, ARLENE	ELECTION	153.00
HAMMOND TRUCKING	TRANSPORT	220.00
HARRISON, MARILYN	ELECTION	143.00
HAWKI, KEN	REIMBURSEMENT	84.79
HI-VIZ SAFETY WEAR	SHIRTS	356.10
HILLS PRODUCTS	SUPPLIES	1,350.00
INTERNATIONAL CODE COUNCIL	MEMBERSHIP	135.00
INTERSTATE BATTERY	BATTERIES	147.60
JUNEKS SERVICE	SERVICE	949.51
KNECHT HOME CENTER	SUPPLIES	442.79
KONE	MAINTENANCE	280.14
LAWRENCE CO. EQUALIZATION	FIREWISE	3.75
LAWRENCE CO. REGISTER	FEES	60.00
LEAD-DEADWOOD SANITARY	USAGE	24,962.19
M&M SANITATION	RENTAL	220.00
MACROVISION	SERVICE	300.00
MCGRATH, RHONDA	REIMBURSEMENT	31.75
MENARD'S	SUPPLIES	754.87
MIDCONTINENT	SERVICE	65.00
MDU	SERVICE	28.31
MS MAIL	SERVICE	1,031.55
NETWORK SERVICES	SUPPLIES	2,110.00
NEVE'S UNIFORMS	BOX	64.90
OPTEDAL CONSTRUCTION	PROJECT	97,788.75
OWENS INTERSTATE	SUPPLIES	65.00
PARTSMASTER	SUPPLIES	227.04
PASSPORT PARKING	METERS	37.00
PETE LIEN & SONS	FIBERMESH	436.00
PETTY CASH	FINANCE	108.43
PETTY CASH	MT.MORIAH	250.00
QUIK SIGNS	SIGNS	728.52
RASMUSSEN	REPAIR	304.64
RDO EQUIPMENT	TRACTOR	16,985.62
REGIONAL HEALTH	TESTING	25.00
RUNGE, MIKE	REIMBURSEMENT	79.95
SD COMMISSION ON GAMING	CITY SLOTS	27,443.18
SD DEPT. OF CORRECTIONS	FIREWISE	5,378.72
SD DEPT. OF LABOR	UNEMPLOYMENT	1,738.00

## REGULAR MEETING, APRIL 18, 2016

SD DEPT. OF REVENUE	TAXES	2,740.34
SD ONE CALL	SERVICE	64.96
SD PUBLIC HEALTH LAB	TESTING	15.00
SD STATE HISTORICAL SOCIETT	CONFERENCE	1,500.00
SECOND CENTURY DEVELOPMENT	GRANT	1,043.76
SOUTH DAKOTA HISTORICAL	CONFERENCE	315.00
SOUTHSIDE SERVICE	SERVICE	58.95
SPECIALTY VEHICLES	PANEL	82.59
STURDEVANT'S	SUPPLIES	2,111.77
SUMMIT SIGNS	SIGNS	273.50
SUPERIOR SANITATION	INSPECTION	275.00
TALLGRASS	PROJECT	2,195.00
TASER INTERNATIONAL	SUPPLIES	7,006.76
TRANSSUPPLY	LIGHTS	179.75
TSP	PROJECT	4,275.39
TWILIGHT	SUPPLIES	79.69
TWIN CITY ACE HARDWARE	SUPPLIES	1,212.43
WASTE CONNECTIONS	SERVICE	7,679.60
WEIGH RITE TECHNOLOGY	SUPPLIES	9,957.44
WEST RIVER HISTORY	CONFERENCE	500.00
WL CONSTRUCTION SUPPLY	BLADES	289.97
YELLOWSTONE INTERNATIONAL	ADVERTISEMENT	1,000.00
TOTAL		\$ 979,133.85

## ITEMS FROM CITIZENS ON AGENDA

### Proclamation

Joann Eastman requested Mayor Turbiville sign the Proclamation for Arbor Day on April 29, 2016. Eastman invited everyone to the tree planting at Gordon Park at 9:00 a.m.

### Years of Service

Asst. Fire Chief Glover presented a certificate to Courtne Rakow for 5 years of service as a volunteer firefighter. Chief Glover also mentioned Matt Helmin for 5 years of service as a volunteer firefighter. Commission thanked them for their years of service.

### Open Container

Lacey Kirwan, Gunslinger Saloon, asked the Commission to consider open container in Deadwood year around from 2:00 p.m. to 10:00 p.m. Kirwan handed out pamphlets to the Commission with suggested guidelines as well as a proposed ordinance. Commissioner Ruth said he witnessed open container in Savannah, GA and had a positive experience. He added that if done correctly it could be a positive experience, but a great deal of planning and coordination must be done first. Commission Van Den Eykel stated Deadwood has to decide what type of community it wants to be: either drinking or family oriented. Main Street business owner Jim Tice agreed with Van Den Eykel, and said there are ample open container days during the summer. Business owner Louie Lalonde spoke in opposition, said other changes need to be put in place first, and there are ample places for people to drink. Chief Fuller outlined ten calls for service during the previous weekend that involved alcohol. He reminded Commission there were no special events, no open container and bad weather. Chief Fuller stated that in 2015 alcohol arrests were up 25%, and of the 456 total arrests made last year, 90-95% were drug and alcohol related. Hospital employee Courtne Rakow agreed with Fuller, and stated that increased alcohol related calls have an impact on the hospital as well. Van Den Eykel moved, Todd seconded to deny open container year around. Roll Call: Aye-All. Motion carried.

### CONSENT

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

- A. Permission for Mayor to sign agreement between City of Deadwood and RCS Construction for Powerhouse Park project (approved March 21, 2016)
- B. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Wade Mayer.
- C. Permission for Mayor to sign Application for Permit to Occupy Right of Way for traffic control device located in the intersection of '76 Drive and Highway 14A/85 during Days of '76 Rodeo
- D. Permission for Mayor to sign application for Permit to Occupy Right of Way for construction barrels to close Main Street turn lane at signalized intersection and portable stop signs at the Wall Street intersection
- E. Permission for Mayor to sign contract with Convergent Technologies for card reader access control system at Deadwood Rec Center (approved April 4, 2016)
- F. Permission to hire Ashley Hansen for seasonal temporary position in Finance Office at rate of \$9.69 per hour effective May 9, 2016

## REGULAR MEETING, APRIL 18, 2016

- G. Permission for Mayor to sign Bridge Inspection Work Order for consultant services in conjunction with county bridge inspection L16-04-075
- H. Approve emergency Outside of Deadwood Grant to City of Mobridge for water damage to basement of Scherr Howe Arena in the amount of \$3,800.00
- I. Allow Archives to continue Phase II of botanical project focusing on plant specimens unearthed during the 2001-2004 Chinatown archaeological investigations at cost not to exceed \$9,900.00
- J. Permission to contract with Forcoli and Sons to paint 65 light poles in Presidential area at cost of \$7,203.00 to be paid from HP Capital Asset line item (budgeted)
- K. Permission for Mayor to sign contract with Rasmussen for repair of rooftop unit (approved April 4, 2016)
- L. Permission to hire Jameson Tebben for Ordinance Officer position at \$16.32 an hour effective May 9, 2016.
- M. Approve expenditures not to exceed \$7,500.00 for purchase of traffic control signs and frames from Brandon Industries, to be paid from HP Wayfinding budget
- N. Permission for Mayor to sign contract with Custom-Décor Masonry for historic preservation of park features of Powerhouse Park project, and construct new interpretive elements in the park

### BID ITEMS

#### Mt. Moriah

Mayor Turbiville stated five bids were opened for the Mt. Moriah Drainage Project at 2:00 p.m. on April 12, 2016 as advertised. Bid bonds or cashier's check were included in the following bid submittals:

CAI Construction - \$97,800.00  
Dakota Prairie Landscapes - \$68,000.00  
Moss Rock Landscaping - \$32,490.00  
RCS Construction - \$105,000.00  
Rogers Construction - \$47,415.39

Public Works Director Green recommended Commission accept the low bid from Moss Rock Landscaping in the amount of \$32,490.00. Van Den Eykel moved, Todd seconded to award bid. Roll Call: Aye-All. Motion carried.

#### Retaining Walls

Mayor Turbiville stated two bids were opened for the retaining wall at 84 Van Buren at 2:00 p.m. on March 14, 2016 as advertised. Bid bonds were included in the following bid submittals:

RCS Construction - \$237,000.00  
CAI Construction - \$250,425.00

Historic Preservation Officer Kuchenbecker recommended Commission continue until May 2, 2016 for review. Ruth moved, Todd seconded to continue. Roll Call: Aye-All. Motion carried.

Mayor Turbiville stated two bids were opened for the retaining wall at 50 Van Buren at 2:00 p.m. on March 14, 2016 as advertised. Bid bonds or cashier's check were included in the following bid submittals:

RCS Construction - \$149,000.00  
CAI Construction - \$180,442.00

Historic Preservation Officer Kuchenbecker recommended Commission continue until May 2, 2016 for review. Todd moved, Ruth seconded to continue. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, APRIL 18, 2016

### PUBLIC HEARINGS

#### Northern Hills Band

Public hearing was opened at 5:32 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed.

Todd moved, Ruth seconded to approve the street closure on Main Street from Pine to Deadwood Street on Thursday July 28, 2016 from 6:15 p.m. to 7:45 p.m., and use of portico at History Interpretive Center Saturday July 30, 2016 beginning at 12:00 p.m. for the Northern Hills Community Band performance for the Days of 76 concerts. Roll Call: Aye-All. Motion carried.

#### Transfer

Public hearing was opened at 5:33 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Van Den Eykel moved, Todd seconded to approve the Retail (on-off sale) Malt Beverage License (RB-2416) and Retail (on-off sale) Wine License (RW-6646) transfers from Dwd Inc. and Gamblers Gulch to DGS LLC dba Deadwood Gulch Saloon at 560 Main Street. Roll Call: Aye-All. Motion carried.

#### Cinco De Mayo

Public hearing was opened at 5:34 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed.

Todd moved, Ruth seconded to approve the street closure on Main Street from Wall Street to Deadwood Street, waive vending fees and allow vending on Main Street and Sherman Street with proceeds to charity, and waiver of the banner fee on Saturday, May 7, 2016, from 12:00 p.m. to 5:00 p.m. Roll Call: Aye-All. Motion carried.

#### Legends Ride

Public hearing was opened at 5:35 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber of Commerce, was present to answer any questions. Hearing closed.

Todd moved, Ruth seconded to allow street closure on Main Street from Pine to Deadwood Street from 9:00 a.m. to 3:30 p.m. for Legends Ride, and waiver of banner fees for directional signage on Monday August 8, 2016. Roll Call: Aye-All. Motion carried.

#### Motorcycle Parking

Public Hearing was opened at 5:36 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber of Commerce, was present to answer any questions.

Commissioner Todd and Van Den Eykel questioned two weeks of parking versus one week.

Van Den Eykel moved, Todd seconded to allow the use of the Interpretive Lot for motorcycle parking and allow motorcycle parking on Main Street from Franklin Hotel to Tin Lizzies Gaming Resort, northwest side only from 10:00 a.m. to 2:00 a.m. daily from Saturday August 6 through Saturday August 13, 2016. Roll Call: Aye-Todd, Van Den Eykel. Nay-Ruth, Turbiville. Motion failed for lack of majority.

Commissioner Todd stated that reducing bike parking in the Interpretive Center to one week will allow other visitors a place to park within the City. Commissioner Ruth stated that given all the efforts to revitalize Main Street and draw people to town, we need to accommodate all visitors.

Ruth moved, Todd seconded to continue public hearing on motorcycle parking until May 2, 2016. Roll Call: Aye-All. Motion carried.



## REGULAR MEETING, APRIL 18, 2016

### Kool Deadwood Nites

Public hearing was opened at 5:41 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber of Commerce, was present to answer any questions. Hearing closed.

Ruth moved, Todd seconded to allow the relaxation of the open container ordinance on Main Street from the Four Aces to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street from 12:00 p.m. to 10:00 p.m. on Thursday, August 25, 2016. Roll Call: Aye-All. Motion carried.

Todd moved, Ruth seconded to allow the relaxation of the open container ordinance for same area as approved on August 25, 2016 from 12:00 p.m. to 10:00 p.m. on Friday, August 26, 2016. Roll Call: Aye-All. Motion carried.

Ruth moved, Todd seconded to allow the relaxation of the open container ordinance for same area as approved on August 25, 2016 from 12:00 p.m. to 10:00 p.m. on Saturday, August 27, 2016. Roll Call: Aye-All. Motion carried.

Ruth moved, Todd seconded to approve street closure on Main Street from Wall to Deadwood Street on Wednesday August 24 from 2:00 p.m. to 2:00 a.m. on Sunday August 28; Siever Street on Thursday August 25 from 5:00 p.m. to 10:00 p.m.; Main Street from Deadwood Street to Pine Street on Thursday August 25, from 2:00 p.m. to 10:00 p.m.; Main Street from Deadwood to Pine on Friday August 26, and Saturday August 27 from 3:00 p.m. to 10:00 p.m.; Main Street from Pine to Tin Lizzies Gaming Resort on Sunday August 28, 2016 from 8:00 a.m. to 3:00 p.m.; waiver of vendor fees for Deadwood Chamber merchandise on Main Street, Interpretive Lot on Thursday August 25 through Saturday August 27; waiver of vending fee for non-profit (American Legion) at Interpretive Lot on Thursday August 25, from 4:00 p.m. to 10:00 p.m.; use of Interpretive Lot Thursday August 25 at 2:00 a.m. to 2:00 p.m. Sunday, August 28; use of Event Complex on Saturday August 27 from 6:00 a.m. to 3:00 p.m. and Sunday August 28 at 7:00 a.m. for parade lineup and waiver of banner fees Thursday August 25 through Sunday August 28, 2016. Roll Call: Aye-All. Motion carried.

### Mustang Rally

Public hearing was opened at 5:42 p.m. Sarah Anderson, Deadwood Chamber of Commerce, was present to answer any questions. Hearing closed.

Todd moved, Ruth seconded to approve street closure on Main Street from Wall to Deadwood Street from noon to 4:00 p.m. on Thursday September 1, 2016. Roll Call: Aye-All. Motion carried.

### Historical Vehicle Event

Public hearing was opened at 5:45 p.m. Sarah Anderson, Deadwood Chamber of Commerce, was present to answer any questions. Hearing closed.

Todd moved, Ruth seconded to approve street closure on Main Street from Wall to Deadwood Street from 2:00 p.m. to 6:00 p.m. on Monday September 12, 2016. Roll Call: Aye-All. Motion carried.

### Days of 76

Public hearing was opened at 5:46 p.m. by Mayor Turbiville. Chris Roberts was present to answer any questions. Hearing closed.

Ruth moved, Todd seconded to allow the relaxation of the open container at the Event Complex on July 23, 2016. Roll Call: Aye-All. Motion carried.

Ruth moved, Todd seconded to allow the relaxation of the open container at the Event Complex on July 24, 2016. Roll Call: Aye-All. Motion carried.

Ruth moved, Todd seconded to allow the relaxation of the open container at the Event Complex on July 25, 2015. Roll Call: Aye-All. Motion carried.

Ruth moved, Todd seconded to allow the relaxation of the open container at the Event Complex on July 26, 2016. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, APRIL 18, 2016

Ruth moved, Todd seconded to allow the relaxation of the open container at the Event Complex on July 27, 2016. Roll Call: Aye-All. Motion carried.

Ruth moved, Todd seconded to allow the relaxation of the open container at the Event Complex on July 28, 2016. Roll Call: Aye-All. Motion carried.

Ruth moved, Todd seconded to allow the relaxation of the open container at the Event Complex on July 29, 2016. Roll Call: Aye-All. Motion carried.

Ruth moved, Todd seconded to allow the relaxation of the open container at the Event Complex on July 30, 2016. Roll Call: Aye-All. Motion carried.

Todd moved, Ruth seconded to approve the use of the Event Complex July 20 through August 5, special full temporary liquor license July 26 through July 30, street closure on Main Street from Masonic Temple to Tin Lizzies Gaming Resort and a portion of 14A from Tin Lizzies Gaming Resort to Event Complex from 1:00 p.m. until parade ends on July 29, and from 9:30 a.m. until parade ends on July 30, waiver of vending fee on July 26 through July 30, 2016. Roll Call: Aye-All. Motion carried.

### Steer Roping

Public hearing was opened at 5:51 p.m. by Mayor Turbiville. Chris Roberts was present to answer any questions. Hearing closed.

Todd moved, Ruth seconded to allow the relaxation of the open container and special full temporary liquor license at the Event Complex on August 21, 2016. Roll Call: Aye-All. Motion carried.

Todd moved, Ruth seconded to allow the relaxation of the open container and special full temporary liquor license at the Event Complex on August 22, 2016. Roll Call: Aye-All. Motion carried.

Todd moved, Ruth seconded to allow the relaxation of the open container and special full temporary liquor license at the Event Complex on August 23, 2016. Roll Call: Aye-All. Motion carried.

Todd moved, Ruth seconded to approve the use of the Event Complex August 20 through August 24, waiver of vending fee on August 21 through August 23, 2016. Roll Call: Aye-All. Motion carried.

Bus owner Jan van Tassel spoke in opposition to the number of street closures on Main Street in general, and requested that closures be limited.

Commissioner Van Den Eykel stated a solution is needed to help cover expenses if the Commission continues to waive fees during special events at the Event Complex.

## OLD BUSINESS

### Annexation

Attorney Riggins requested Commission continue request for public hearing on annexation request from David Winter until agreement has been reviewed by counsel. Ruth moved, Van Den Eykel seconded request. Roll Call: Aye-All. Motion carried.

### Parklets

Attorney Riggins stated after reviewing the changes to the laws, which will allow the City to enact an ordinance for parklets, he asked for further guidance as to the design of the parklets, insurance requirements, and signage. He stated once all the additional information is gathered, he will put together a proposed ordinance for consideration. Discussion was held concerning insurance, location, design, traffic and safety. Riggins suggested the proposed ordinance go before Parking and Transportation Committee and Safety Committee. Riggins stated he will schedule a conference call with Parking and Transportation, Safety Committee and Historic Preservation.

## REGULAR MEETING, APRIL 18, 2016

### NEW BUSINESS

#### Election Results

Van Den Eykel moved, Todd seconded to approve the official canvass results from the April 12, 2016 municipal election. Roll Call: Aye-Ruth, Todd, Van Den Eykel. Abstain-Turbiville. Motion carried.

#### One (1) Three-Year Term for Mayor

Charles Turbiville        **165**  
Georgeann Silvernail    **164**

#### Initiated Measure 1: AN INITIATED MEASURE TO ADOPT CERTAIN CAMPAIGN FINANCE DISCLOSURES.

Yes (a vote "Yes" will adopt an Ordinance)        **165**  
No (a vote "No" will not adopt an Ordinance)       **160**

#### Initiated Measure 2: AN INITIATED MEASURE TO ADOPT RESOLUTION 2015-17, A RESOLUTION TO ANNEX REAL PROPERTY AS PRESENTED TO THE DEADWOOD CITY COMMISSION ON NOVEMBER 16, 2015.

Yes (a vote "Yes" will adopt the resolution)        **184**  
No (a vote "No" will not adopt the resolution)       **144**

#### Contract

Van Den Eykel moved, Ruth seconded to contract with Chamberlin Architects in an amount not to exceed \$5,000.00 plus reimbursables to assist in coordination of exhibit design to building components for Welcome Center. Discussion was had concerning the exhibits and reimbursables. Roll Call: Aye-All. Motion carried.

#### Quote

Todd moved, Ruth seconded to approve quote from Berberich Design for design and coordination of new trestle sign in the amount of \$5,100.00 to be paid from HP Public Education Roll Call: Aye-All. Motion carried.

#### Contracts

Ruth moved, Todd seconded to contract with Rosenbaum Signs to provide signs for Phase II of the Wayfinding project with total not to exceed \$50,000.00. Historic Preservation Officer Kuchenbecker explained that this phase is signs for Mt. Moriah, Sherman Street parking lot and pedestrian signage in Presidential Neighborhood Roll Call: Aye-All. Motion carried.

Van Den Eykel moved, Ruth seconded to contract with S&C Cleaners at various locations at cost not to exceed \$28,000.00. Roll Call: Aye-All. Motion carried.

#### Change Order

Van Den Eykel moved, Ruth seconded to approve change order #2 with CAI2 Construction for retaining wall at 10 Harrison in the amount of \$7,350.00, bringing total contract to \$184,850.00. Historic Preservation Officer stated the engineers design did not include the added railing along the back wall. Roll Call: Aye-All. Motion carried.

### INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Jan Van Tassel spoke about safety concerns for pedestrians traveling from Deadwood Station to First Gold. Zoning Administrator Nelson Jr. stated Department of Transportation is addressing that issue.

Lee Harstad, Deadwood Chamber, thanked the Commission for the City's support during special events.

**REGULAR MEETING, APRIL 18, 2016**

Marlin Maynard asked the Commission to be consider contracting with him as a consultant with the City of Deadwood regarding work place health and safety. At Maynard's request for contact person, Mayor Turbiville suggested Trolley Manager Robert Nelson Sr. Maynard thanked the Commission for their time. Attorney Riggins requested Executive Session for legal matters per SDCL 1-25- 2(3) with possible action.

**ADJOURMENT**

Van Den Eykel moved, Ruth seconded to adjourn the regular session at 6:27 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 2, 2016.

After coming out of executive session at 6:35 p.m., Ruth moved, Van Den Eykel seconded to adjourn.

ATTEST:

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

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

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

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

PACKET: 03770 COMBINED - 05-03-16

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
01-3309	THE LORD'S CUPBOARD					
		I-041416	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	56.43
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	56.43
01-0361	SD PUBLIC ASSURANCE ALL					
		I-22776	101-4111-421	INSURANCE ADD'L AUTO LIABILITY	000000	163.00
			DEPARTMENT 111	COMMISSION	TOTAL:	163.00
01-0826	LAWRENCE CO. AUDITOR					
		I-041216	101-4130-422	PROFESSIONAL ELECTION 4-12-16	000000	344.53
01-2181	STEINLICHT, WILLIE					
		I-042016	101-4130-422	PROFESSIONAL RECOUNT BOARD MEMBER	000000	25.00
01-3989	OLSON, JAMES W.					
		I-042016	101-4130-422	PROFESSIONAL RECOUNT BOARD MEMBER	000000	25.00
			DEPARTMENT 130	ELECTIONS	TOTAL:	394.53
01-2394	GUNDERSON, PALMER, NELS					
		I-67505	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	5,031.06
			DEPARTMENT 141	ATTORNEY	TOTAL:	5,031.06
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/16	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,400.09
01-1171	A & B BUSINESS SOLUTION					
		I-IN280051	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	134.17
01-1725	QUILL CORPORATION					
		I-4865490	101-4142-426	SUPPLIES SUPPLIES	000000	142.12
01-3079	PEPPMEIER, JANICE					
		I-042016	101-4142-415	GROUP INSURAN REIMBURSEMENT	000000	556.81
01-3877	MUTUAL OF OMAHA					
		I-000520877524	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.46
			DEPARTMENT 142	FINANCE	TOTAL:	3,249.65
01-0360	ABC BUSINESS SUPPLY					

PACKET: 03770 COMBINED - 05-03-16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0360	ABC BUSINESS SUPPLY	continued				
		I-10233	101-4192-426-14	SUPPLIES - ST COLORED MARKERS/STREETS	000000	18.80
		I-10244	101-4192-426-14	SUPPLIES - ST LASERJET PRO 300 COLOR/STREETS	000000	79.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/16	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,364.96
01-0551	MENARD'S					
		I-77666	101-4192-425-04	REPAIRS - CIT BRACKET-JAVA-PFMX/CITY HALL	000000	26.91
01-0553	MONTANA DAKOTA UTILITIE					
		I-04-22-16 GAS AH	101-4192-428-01	UTILITES - AD GAS 03/24-04/21/16/ADAMS HOUSE	000000	207.48
		I-GAS 04-22-16 AM	101-4192-428-02	UTILITIES - A GAS 03/24-04/21/16/ADAMS MUSEU	000000	188.18
		I-GAS 04-22-16 CITY	101-4192-428-04	UTILITIES - C GAS 03/24-04/21/16/CITY HALL	000000	331.68
		I-GAS 04-22-16 FIRE	101-4192-428-07	UTILITIES - F GAS 03/24-04/21/16/FIRE HALL	000000	288.99
		I-GAS 04-22-16 GAYVI	101-4192-428	UTILITIES GAS 03/24-04/21/16/GAYVILLE	000000	20.41
		I-GAS 04-22-16 HISTO	101-4192-428-08	UTILITES - HI GAS 03/24-04/21/16/HISTORY	000000	227.66
		I-GAS 04-22-16 PARKS	101-4192-428-11	UTILITIES - P GAS 03/24-04/21/16/PARKS	000000	136.27
		I-GAS 04-22-16 PAVIL	101-4192-428-12	UTILITIES - P GAS 03/24-04/21/16/PAVILION	000000	747.62
		I-GAS 04-22-16 REC	101-4192-428-13	UTILITIES - R GAS 03/24-04-21-16/REC CENTER	000000	3,316.00
		I-GAS 04-22-16 STRTS	101-4192-428-14	UTILITIES - S GAS 03/24-04/21/16/STREETS	000000	309.21
		I-GAS 04-22-16 TROLY	101-4192-428-15	UTILITIES - T GAS 03/24-04/21/16/TROLLEY	000000	171.02
01-0578	TWIN CITY HARDWARE & LU					
		I-D339485	101-4192-425-13	REPAIRS - REC MAGNETIC TAPE/REC CENTER	000000	5.98
		I-D339962	101-4192-426-01	SUPPLIES - AD 12 LB JOINT COMPOUND/ADAMS HOU	000000	9.49
		I-D340060	101-4192-426	SUPPLIES (4) 40 LB SOFTENER SALT/PB	000000	19.96
		I-D340139	101-4192-425-01	REPAIRS - ADA PAINT-TRAY LINER-ROLLER/ADAMS	000000	54.72
		I-D340277	101-4192-425-12	REPAIRS - PAV FURNACE FILTERS/PAVILION	000000	440.71
		I-D340278	101-4192-426-14	SUPPLIES - ST BOWL BRUSH W/CADDY/STRTS	000000	5.49
		I-D340477	101-4192-425-04	REPAIRS - CIT (3) CONNECTORS/CITY HALL	000000	19.47
		I-E56186	101-4192-425-13	REPAIRS - REC CARAFE-BRUSH-TAPE/REC CENTER	000000	89.08
		I-E56648	101-4192-425-02	REPAIRS - ADA (10) MSR 1650/ADAMS MUSEUM	000000	37.50
		I-E56718	101-4192-425-02	REPAIRS - ADA FASTENERS-HALF BASE/ADAMS MUS	000000	12.12
		I-E56749	101-4192-425-02	REPAIRS - ADA EXTERIOR SCREWS/ADAMS MUSEUM	000000	27.87
		I-E56750	101-4192-425-10	REPAIRS - LIB MOP BUCKET WRINGER COMBO/LIB	000000	77.99
		I-E56949	101-4192-425-08	REPAIRS - HIS TREATED 2X4-LED 9W OMNI/HISTOR	000000	35.91
		I-E56950	101-4192-425-10	REPAIRS - LIB ACTIVA 30 PRO/LIBRARY	000000	349.99
		I-E56951	101-4192-426-10	SUPPLIES - LI BAGS PH4/LIBRARY	000000	19.99
		I-E57113	101-4192-425-13	REPAIRS - REC CAULK-TEXTURE-BULB/REC CENTER	000000	293.23
		I-E57247	101-4192-425-04	REPAIRS - CIT THERMOSTAT-WIRE-BATTERY/CITY H	000000	32.66
		I-E57310	101-4192-425-08	REPAIRS - HIS WALL PLATE-NAIL SET-PENCIL/HIS	000000	390.54
		I-E57631	101-4192-425-04	REPAIRS - CIT CLOSET KIT-INSIDE COVER/CITY H	000000	82.47
01-0602	CENTURY LINK					
		I-04-19-16 CEN LINK	101-4192-428-06	UTILITIES - D TELEPHONE 4/19-5/18/16/RODEO	000000	180.99
01-0682	PITNEY BOWES INC					
		I-042016	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00

PACKET: 03770 COMBINED - 05-03-16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0692	AMICK SOUND INC	I-30254RC	101-4192-422-02	PROFESSIONAL FIRE ALARM SYSTEM REPAIR/ADMS	000000	367.35
01-1148	KNECHT HOME CENTER, INC	I-931129	101-4192-425-04	REPAIRS - CIT CABLE CAT-VENT-PINE/CITY HALL	000000	31.00
01-1502	BLACK HILLS CHEMICAL	I-098280	101-4192-426	SUPPLIES GLASS CLEANER-CLEANER/PUB BLDG	000000	101.79
		I-098281	101-4192-426	SUPPLIES ECONOSOFT TOWEL/PUBLIC BLDGS	000000	92.73
01-1626	SERVALL UNIFORM AND LIN	I-2413302	101-4192-426-14	SUPPLIES - ST MATS-MOPS-BAGS/STREETS	000000	125.39
		I-2413303	101-4192-426-04	SUPPLIES - CI MATS-MOPS-TOWELS/CITY HALL	000000	194.85
		I-2413304	101-4192-426-08	SUPPLIES - HI MATS-MOPS-TOWELS/HISTORY	000000	165.77
		I-2413305	101-4192-426-11	SUPPLIES - PA MATS-MOPS-BAGS/PARKS	000000	53.37
		I-2413312	101-4192-426-07	SUPPLIES - FI MOPS-LINEN-BAGS/FIRE HALL	000000	31.41
		I-2413972	101-4192-426-12	SUPPLIES - PA MOPS-MATS-FRAMES/PAVILION	000000	92.27
		I-2419350	101-4192-426-14	SUPPLIES - ST MATS-LINEN-BAGS/STREETS	000000	129.73
		I-2419351	101-4192-426-04	SUPPLIES - CI MATS-MOPS-TOWELS/CITY HALL	000000	194.85
		I-2419352	101-4192-426-08	SUPPLIES - HI MATS-TOWELS-MOPS/HISTORY	000000	165.77
		I-2419353	101-4192-426-11	SUPPLIES - PA MATS-MOPS-BAGS/PARKS	000000	52.12
		I-2419360	101-4192-426-07	SUPPLIES - FI MOPS-LINENS-BAGS/FIRE HALL	000000	30.09
		I-2419361	101-4192-426-10	SUPPLIES - LI LINEN-BAGS-MOPS/LIBRARY	000000	19.08
		I-2420022	101-4192-426-12	SUPPLIES - PA MATS-MOPS-FRAME/PAVILION	000000	92.27
01-3342	RASMUSSEN MECHANICAL SE	I-SRV037987	101-4192-422-12	PROFESSIONAL- AIR HANDLER REPAIR/PAVILION	000000	1,270.58
01-3421	S&C CLEANERS	I-101 4/18/16	101-4192-422-07	PROFESSIONAL CLEANING/FIRE HALL	000000	500.00
		I-101 4/18/16	101-4192-422-10	PROFESSIONAL CLEANING/LIBRARY	000000	500.00
01-3685	BLACK HILLS SECURITY &	I-P104897	101-4192-422-04	PROFESSIONAL CONNECT NEW PHONE/CITY HALL	000000	145.41
		I-P104898	101-4192-422-04	PROFESSIONAL CONNECT NEW PHONE/CITY HALL	000000	96.94
		I-R230840	101-4192-422-06	PROFESSIONAL- ALARM 5/1-7/31/16/RODEO	000000	104.85
		I-R230841	101-4192-422-06	PROFESSIONAL- ALARM 5/1-7/31/16/RODEO	000000	104.85
		I-R230845	101-4192-422-08	PROFESSIONAL- ALARM 5/1-7-31-16 / HISTORY	000000	104.85
01-3838	VAST BROADBAND	I-04-12-16 PHONE LIB	101-4192-428-10	UTILITIES - L TELEPHONE 4/16-5/15/16/LIBRARY	000000	233.73
		I-04-12-16 PHONE STR	101-4192-428-14	UTILITIES - S TELEPHONE 4/16-5/15/16/STRTS	000000	42.37
		I-04-12-16 TELEPHONE	101-4192-428-04	UTILITIES - C TELEPHONE 4/16-5/15/16/CITY HA	000000	187.04
		I-04-14-16 PHONE HIS	101-4192-428-08	UTILITES - HI TELEPHONE 4/18-5/17/16/HISTOR	000000	118.03
		I-04-14-16 PHONE RC	101-4192-428-13	UTILITIES - R TELEPHONE 4/18-5/17/16/REC	000000	90.00
		I-04-14-16 PHONE REC	101-4192-428-13	UTILITIES - R TELEPHONE 4/18-5/17/16/REC CEN	000000	220.22
		I-04-16-16 TELEPHONE	101-4192-428-04	UTILITIES - C TELEPHONE 4/20-5/19/16/CITY HA	000000	39.33
		I-04-20-16 TELEPHONE	101-4192-428-07	UTILITIES - F TELEPHONE 4/24-5/23/16/FIRE HA	000000	260.48

PACKET: 03770 COMBINED - 05-03-16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA					
		I-000520877524	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	6.19
01-3964	CONVERGINT TECHNOLOGIES					
		I-148222	101-4192-428-01	UTILITES - AD ANNUAL ALARM MONITOR CON/AH	000000	240.00
		I-148222	101-4192-428-02	UTILITIES - A ANNUAL ALARM MONITOR CON/AM	000000	240.00
DEPARTMENT 192 PUBLIC BUILDINGS					TOTAL:	16,565.06
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-302810	101-4193-422	PROFESSIONAL EMAIL SECURITY,OFFSITE BACKUP	000000	710.00
		I-303125	101-4193-422	PROFESSIONAL SONIC WALL SECURITY	000000	1,281.88
DEPARTMENT 193 DATA PROCESSING					TOTAL:	1,991.88
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/16	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	9,843.74
01-0508	GALLS, LLC					
		I-005218587	101-4210-426	SUPPLIES UNIFORM JACKET - POLICE	000000	125.90
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-042516	101-4210-426	SUPPLIES LICENSE PLATES - POLICE	000000	16.20
01-0970	FULLER, KELLY					
		I-042216	101-4210-415	GROUP INSURAN REIMBURSEMENT	000000	462.62
01-1399	NEVE'S UNIFORMS, INC.					
		I-RP-037310	101-4210-426	SUPPLIES UNIFORM PANTS/SHIRT - POLICE	000000	225.88
		I-RP-037392	101-4210-426	SUPPLIES UNIFORM SHIRT - POLICE	000000	95.74
01-1745	LIGHT AND SIREN					
		I-11235	101-4210-434	MACHINERY/EQU LIGHTBAR	000000	2,166.50
01-1819	DAKOTA BUSINESS CENTER					
		I-IN299384	101-4210-424	RENTALS COPIER CONTRACT - POLICE	000000	199.57
01-2041	QUALIFICATION TARGETS,					
		I-21601491	101-4210-426	SUPPLIES POCKET PRO - POLICE	000000	139.17
01-2596	NH FRATERNAL ORDER OF P					
		I-042516	101-4210-422	PROFESSIONAL 2016 DUES	000000	360.00
01-3720	SD DEPT. OF PUBLIC SAFE					
		I-N146396SR	101-4210-424	RENTALS TELETYPE SERVICE - 1/1-6/30/16	000000	2,340.00
01-3829	FED EX					



PACKET: 03770 COMBINED - 05-03-16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3829	FED EX		continued			
		I-5-390-55511	101-4210-422	PROFESSIONAL SHIPPING FEE - POLICE	000000	11.74
01-3877	MUTUAL OF OMAHA					
		I-000520877524	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	54.45
				DEPARTMENT 210 POLICE	TOTAL:	16,041.51
-----						
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/16	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	994.82
01-0578	TWIN CITY HARDWARE & LU					
		I-B57276	101-4221-425	REPAIRS DEGREASER - FIRE DEPT	000000	16.48
01-1171	A & B BUSINESS SOLUTION					
		I-IN280050	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	61.47
01-3056	NORTHERN HILLS TECHNOLO					
		I-11881	101-4221-422	PROFESSIONAL ONLINE BACKUP, STORAGE- FIRE	000000	71.00
01-3877	MUTUAL OF OMAHA					
		I-000520877524	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-3913	HEIMAN INC.					
		I-2515	101-4221-434	MACHINERY/EQU RESCUE APPARATUS	000000	193,057.00
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:		194,205.72
-----						
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/16	101-4232-415	INSURANCE WELLMARK BLUE CROSS AND BLUE S	000000	919.53
01-3877	MUTUAL OF OMAHA					
		I-000520877524	101-4232-415	INSURANCE LIFE INSURANCE	000000	4.95
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	924.48
-----						
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/16	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,255.66
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-160310102	101-4310-422	PROFESSIONAL (2) PAGERS-VOICEMAIL-PGR/STRTS	000000	33.18
01-0514	HILLS MATERIALS COMPANY					
		I-681113	101-4310-426	SUPPLIES 2 LOADS OF ROADSTONE/STREETS	000000	187.13
01-0575	SOUTHSIDE OIL					

4/29/2016 8:58 AM  
 PACKET: 03770 COMBINED - 05-03-16  
 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
01-0575	SOUTHSIDE OIL		continued			
		I-090018	101-4310-426	SUPPLIES FUEL 5502 GALLONS/STREETS	000000	10,618.86
01-0578	TWIN CITY HARDWARE & LU					
		I-D339827	101-4310-426	SUPPLIES BRISTLE BRUSH-ROLLER KIT/STRTS	000000	63.41
		I-D339845	101-4310-426	SUPPLIES PAINT MIXER-WHISK BROOM/STRTS	000000	13.98
		I-D339859	101-4310-426	SUPPLIES WELDTEC SHIP AUGER/STREETS	000000	34.99
		I-D339985	101-4310-426	SUPPLIES BROAD KNIFE-WOOD FILLER/STREET	000000	38.25
		I-D340052	101-4310-426	SUPPLIES 18" ARBOR EXTENSION/STREETS	000000	28.99
		I-D340087	101-4310-426	SUPPLIES BENT SHVL HANDLE-SNO PUSHER/ST	000000	55.98
		I-D340274	101-4310-426	SUPPLIES 1 LB HDG STAPLE/STREETS	000000	3.99
		I-E340265	101-4310-426	SUPPLIES YELLOW MARKING PAINT/STREETS	000000	29.96
		I-E56265	101-4310-426	SUPPLIES TROWEL-TAPPER-NUTSETTER/STR	000000	50.66
		I-E56279	101-4310-426	SUPPLIES UNDERLAYMENT-TAPPER/STRTS	000000	51.68
		I-E56340	101-4310-426	SUPPLIES BLUE FLAGS-RED FLAGS/STREETS	000000	21.98
		I-E56564	101-4310-426	SUPPLIES (4) PENETRANT/STREETS	000000	23.16
		I-E56580	101-4310-425	REPAIRS BATTERY-FREIGHT/STREETS	000000	33.44
		I-E56669	101-4310-426	SUPPLIES UNIVERSAL PIN PADLOCKS/STRTS	000000	47.96
		I-E56905	101-4310-426	SUPPLIES (5) KEYS-WELDTEC SHIP AUGER/ST	000000	44.44
		I-E56917	101-4310-426	SUPPLIES RED MARKING PAINT-FASTENERS/ST	000000	12.69
		I-E57096	101-4310-426	SUPPLIES MARKING PAINT-TIE WIRES/STREET	000000	586.89
		I-E57118	101-4310-426	SUPPLIES 30' REEL/WORKLIGHT/STREETS	000000	54.99
		I-E57286	101-4310-426	SUPPLIES LINE-BEAM LEVEL/TAPE RULE/STRT	000000	57.77
		I-E57311	101-4310-426	SUPPLIES 60" METAL BROOM HANDLE/STREETS	000000	6.99
		I-E57404	101-4310-426	SUPPLIES HOLE SAWS/STREETS	000000	20.98
01-0677	LAWSON PRODUCTS, INC.					
		I-9304033221	101-4310-426	SUPPLIES 5 GAL CONCR PTCH TRACTITE/STRT	000000	429.13
01-1171	A & B BUSINESS SOLUTION					
		I-IN279512	101-4310-426	SUPPLIES CONT BASE 4/21-5/20/16/STRTS	000000	135.87
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1515456	101-4310-426	SUPPLIES RATCH STRAPS-PNT-DOWEL-TAPE/ST	000000	1,282.90
		I-1518501	101-4310-426	SUPPLIES SAFETY CONES-TAPE-HEX BIT/STRT	000000	414.80
01-1333	DEADWOOD ELECTRIC					
		I-21310	101-4310-425	REPAIRS REPIPE-WIRE BY TIN LIZZIE/STRT	000000	366.87
01-1500	A & B WELDING					
		I-205570	101-4310-426	SUPPLIES SWAP EMPTIES/CARBON DIOX/STRTS	000000	89.26
01-1589	TEAM LABORATORY CHEMICA					
		I-INV0000038	101-4310-426	SUPPLIES (25) FINE ROAD PATCH/STREETS	000000	219.75
01-3877	MUTUAL OF OMAHA					
		I-000520877524	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	30.94
DEPARTMENT 310 STREETS						TOTAL: 22,347.53

4/29/2016 8:58 AM  
 PACKET: 03770 COMBINED - 05-03-16  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 520 PARKS  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/16	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,242.70
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-160310117	101-4520-422	PROFESSIONAL (2) PAGERS-VOICEMAIL-PGR/PARKS	000000	34.22
01-0551	MENARD'S					
		I-76451	101-4520-433-03	CIP - GORDON OAK BASE-ROMA STONE-SWITCH/BB	000000	529.21
01-0578	TWIN CITY HARDWARE & LU					
		I-D340027	101-4520-426	SUPPLIES LAG SCREW-WASHERS-LINE/PARKS	000000	118.92
		I-D340042	101-4520-433-03	CIP - GORDON ADHESIVE-TROWEL/BASEBALL	000000	42.98
		I-D340088	101-4520-433	IMPROVEMENTS (6) BAGS CONCRETE MIX/PARKS	000000	27.54
		I-D340140	101-4520-433	IMPROVEMENTS (8) BOXES HEX LAG SCREW/PARKS	000000	287.92
		I-D340177	101-4520-426	SUPPLIES FLOOR TUBE-RAZOR BLADES/PARKS	000000	20.98
		I-E56314	101-4520-433-03	CIP - GORDON MICROWAVE-DUSTPAN-VALVE/BASEBA	000000	334.90
		I-E56322	101-4520-433-03	CIP - GORDON FASTENERS-SEALANT-CATCH/BASEBA	000000	49.06
		I-E56346	101-4520-433-03	CIP - GORDON SEALANT-ELBOW-ELEMENT/BASEBAL	000000	22.62
		I-E56373	101-4520-433-03	CIP - GORDON PLATE-DOOR STOP-TRASH CAN/BASE	000000	108.71
		I-E57062	101-4520-426	SUPPLIES (2) KEYS-JACK CHAIN/PARKS	000000	5.09
		I-E57151	101-4520-433-03	CIP - GORDON RENTAL-SEALANT-CAULK/BASEBALL	000000	149.36
		I-E57261	101-4520-426	SUPPLIES CUTTERS KIT-RUBBER PLUG/PARKS	000000	32.28
		I-E57487	101-4520-426	SUPPLIES DEEP SOCKET-EXT SCREW/PARKS	000000	45.78
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-44557	101-4520-425	REPAIRS UNLOADED CALIPER-SEAL/PARKS	000000	297.48
		I-1-44645	101-4520-425	REPAIRS TUBE/PARKS	000000	14.99
01-0677	LAWSON PRODUCTS, INC.					
		I-9304028602	101-4520-426	SUPPLIES 5 GA CONCRETE PTCH TACTITE/PKS	000000	429.13
01-1148	KNECHT HOME CENTER, INC					
		I-932119	101-4520-433-03	CIP - GORDON SPRING SNAPS/BASEBALL FIELD	000000	43.22
01-1502	BLACK HILLS CHEMICAL					
		I-098280	101-4520-426	SUPPLIES GLASS CLEANER-CLEANER/PARKS	000000	101.79
		I-098281	101-4520-426	SUPPLIES ECONOSOFT TOWEL/PUBLIC BLDGS	000000	92.72
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1352777	101-4520-426	SUPPLIES SPRING-GRIP-SPOOL INSERT/PARKS	000000	361.55
01-3060	QUIK SIGNS					
		I-16809	101-4520-433-03	CIP - GORDON 4X8 ORACAL MNTD ON NUDO/BBALL	000000	399.00
01-3877	MUTUAL OF OMAHA					
		I-000520877524	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	25.99

DEPARTMENT 520 PARKS

TOTAL: 8,818.14

4/29/2016 8:58 AM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 03770 COMBINED - 05-03-16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 640 PLANNING AND ZONING

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/16	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S 000000		919.52
01-3877	MUTUAL OF OMAHA					
		I-000520877524	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	926.95
				FUND 101 GENERAL FUND	TOTAL:	270,715.94

4/29/2016 8:58 AM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

PACKET: 03770 COMBINED - 05-03-16

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/16	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,405.27
01-0578	TWIN CITY HARDWARE & LU					
		I-E56371	206-4550-426	SUPPLIES COFFEEMAKER - LIBRARY	000000	36.99
01-3877	MUTUAL OF OMAHA					
		I-000520877524	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
				DEPARTMENT 550 LIBRARY	TOTAL:	1,452.16
				FUND 206 LIBRARY FUND	TOTAL:	1,452.16

4/29/2016 8:58 AM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 10

PACKET: 03770 COMBINED - 05-03-16

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3988	ABBAS, ELENA					
		I-042616	209-3510-460	REC CNTR COLL REFUND 1/2 PASS - REC CENTER	000000	40.09
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 40.09
01-0360	ABC BUSINESS SUPPLY					
		I-10232	209-4510-426	SUPPLIES TONER/REC CENTER	000000	54.60
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/16	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	994.82
01-1038	PUSH-PEDAL-PULL					
		I-162777	209-4510-422	PROFESSIONAL PREVENTATIVE MAINTENANCE/REC	000000	268.00
01-2645	HAWKINS INC					
		I-3869600	209-4510-426	SUPPLIES AZONE-MURIATIC ACID-DELD RM/REC	000000	810.30
01-2881	BLACK HILLS SWIMMING					
		I-1434	209-4510-422	PROFESSIONAL (6) LIFEGUARD CERTS/REC CENTER	000000	210.00
01-3506	ALSCO					
		I-LCAS1035865	209-4510-426	SUPPLIES MATS/REC CENTER	000000	90.45
		I-LCAS1039152	209-4510-426	SUPPLIES MATS/REC CENTER	000000	90.45
01-3648	NETWORK SERVICES COMPAN					
		I-253464-0	209-4510-426	SUPPLIES 20-30 GAL TRASH BAGS/REC CENTE	000000	60.62
		I-253466-0	209-4510-426	SUPPLIES GLOVE-CLEANER-SANITIZER/REC	000000	279.36
01-3877	MUTUAL OF OMAHA					
		I-000520877524	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
				DEPARTMENT 510	REC CENTER	TOTAL: 2,863.53
				FUND	209 BED & BOOZE FUND	TOTAL: 2,903.62

4/29/2016 8:58 AM  
PACKET: 03770 COMBINED - 05-03-16  
VENDOR SET: 01  
FUND : 215 HISTORIC PRESERVATION  
DEPARTMENT: 572 HP VISITOR MGMT AND INFOR  
BUDGET TO USE: CB-CURRENT BUDGET

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3987	EASTMAN, JOANN					
		I-040716	215-4572-235	VISITOR MGMT DEADWOOD TREE BOARD ARBOR DAY	000000	499.24
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	499.24
01-0039	SD STATE HISTORICAL SOC					
		I-042016	215-4573-325	HIST. INTERP. SDSHS 2016 MEMBERSHIP	000000	50.00
01-0360	ABC BUSINESS SUPPLY					
		I-10248	215-4573-335	HIST. INTERP. SHIPPING TUBE	000000	5.95
01-0865	ROWMAN & LITTLEFIELD PU					
		I-10135987	215-4573-335	HIST. INTERP. CEMETERY TOURS & PROGRAMMING	000000	46.18
01-1890	ADAMS MUSEUM & HOUSE, I					
		I-041916	215-4573-310	HIST. INTERP. GENERAL OPERATING	000000	60,000.00
01-2266	MONTANA HISTORICAL SOCI					
		I-042716	215-4573-325	HIST. INTERP. 2YR MAGAZINE OF THE WEST SUBSC	000000	65.00
01-3174	DAYS OF '76 MUSEUM					
		I-041916	215-4573-375	HIST. INTERP. GENERAL OPERATING	000000	10,000.00
01-3964	CONVERGINT TECHNOLOGIES					
		I-148415	215-4573-335	HIST. INTERP. ANNUAL CONTRACT	000000	341.58
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	70,508.71
01-0249	GRACE LUTHERAN CHURCH					
		I-042716	215-4575-510	GRANT/LOAN NO 2016 NOT FOR PROFIT GRANT	000000	6,288.88
01-2893	EMMANUEL EPISCOPAL CHUR					
		I-042716	215-4575-520	GRANT/LOAN PR 2015 OUTSIDE OF DWD GRANT	000000	15,463.00
01-3977	TWIN CITY ACE HARDWARE					
		I-D339698	215-4575-525	GRANT/LOAN PA JUDY PEASE - 39 CENTENNIAL	000000	13.58
		I-D339699	215-4575-525	GRANT/LOAN PA JUDY PEASE - 39 CENTENNIAL	000000	13.58
		I-D340008	215-4575-525	GRANT/LOAN PA JUDY PEASE - 39 CENTENNIAL	000000	305.96
		I-D340310	215-4575-525	GRANT/LOAN PA JUDY PEASE - 39 CENTENNIAL	000000	106.69
		I-E56523	215-4575-525	GRANT/LOAN PA TRAVIS FLOYD - 81 STEWART ST	000000	45.75
		I-E56955	215-4575-525	GRANT/LOAN PA JUDY PEASE - 39 CENTENNIAL	000000	62.97
		I-E57395	215-4575-525	GRANT/LOAN PA SMITH - 12 DAKOTA	000000	88.35
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	22,388.76
01-2394	GUNDERSON, PALMER, NELS					

PACKET: 03770 COMBINED - 05-03-16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2394	GUNDERSON, PALMER, NELS	continued				
		I-67505	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	127.50
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						127.50
01-1496	LAWRENCE CO. REGISTER O					
		I-042716	215-4577-795	CAPITAL ASSET EASEMENTS	000000	270.00
01-2382	CONOVER, MICHAEL					
		I-042616	215-4577-725	CAPITAL ASSET ADAMS HOUSE REPAIRS CARPENTRY	000000	5,645.15
01-3598	RANGEL CONSTRUCTION CO.					
		I-042016	215-4577-735	CAPITAL ASSET REPAIR AND REPLACE LOGS	000000	48,400.00
01-3751	CABLE COMMUNICATION SER					
		I-7895	215-4577-810	CAPITAL ASSET HWY 85 PLUMA CABLE INSTAL	000000	6,466.54
01-3972	MEHLBERG CONSTRUCTION					
		I-041416	215-4577-725	CAPITAL ASSET ADAMS HOUSE ROOF WORK	000000	1,638.56
01-3977	TWIN CITY ACE HARDWARE					
		I-E57423	215-4577-725	CAPITAL ASSET SHAKES FOR ADAMS HOUSE	000000	274.90
		I-E7503	215-4577-735	CAPITAL ASSET PALLETS	000000	60.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						62,755.15
01-0360	ABC BUSINESS SUPPLY					
		I-10159	215-4641-426	SUPPLIES MULTIOUTLET	000000	19.99
		I-10183	215-4641-426	SUPPLIES INDEX BINDER TAPS	000000	21.99
		I-10214	215-4641-426	SUPPLIES 3 TIER APPLICATION HOLDER	000000	156.80
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/16	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,953.04
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-303178	215-4641-422	PROFESSIONAL ARCGIS KEVIN'S COMPUTER	000000	187.00
		I-303540	215-4641-422	PROFESSIONAL PRINTER FOR ARCHIVES SETUP	000000	622.82
01-3615	STEVEN SCHUYLER BOOKSEL					
		I-9889	215-4641-426	SUPPLIES WINDOWS BOOKS (3) FOR LIBRARY	000000	120.00
01-3838	VAST BROADBAND					
		I-041616	215-4641-428	UTILITIES 04/20-05/19/16 MT MORIAH PHONE	000000	136.78
01-3877	MUTUAL OF OMAHA					
		I-000520877524	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						5,235.75
FUND 215 HISTORIC PRESERVATION TOTAL:						161,515.11



PACKET: 03770 COMBINED - 05-03-16

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1225	CAI CONSTRUCTION, LLC	I-042716	216-1310	DUE FROM OTHE WORK DONE 628 MAIN FAIRMONT	000000	585.66
01-1406	STRETCH'S GLASS & CUSTO	I-042716	216-1310	DUE FROM OTHE WORK DONE 628 MAIN FAIRMONT	000000	277.15
01-3906	LEWIS, TRACY	I-042716	216-1310	DUE FROM OTHE WORK DONE -512 CLIFF ST- LEWIS	000000	669.88
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 1,533.69
01-1496	LAWRENCE CO. REGISTER O	C-041916	216-4653-960	CLOSING CO REVS.DUP ENTRY -REC FEE-JOSEPH	000000	30.00-
		C-041916	216-4653-960	CLOSING CO REVS.DUP ENTRY -REC FEE-ALLEN	000000	30.00-
		I-041416	216-4653-960	CLOSING CO REC FEE - TUCKER INN - JOSEPH	000000	30.00
		I-041416	216-4653-960	CLOSING CO REC FEE - 160 CHARLES - ALLEN	000000	30.00
01-2394	GUNDERSON, PALMER, NELS	I-67505	216-4653-422	PROFESSIONAL LEGAL SERVICES	000000	45.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 45.00
				FUND	216	REVOLVING LOAN
						TOTAL: 1,578.69

4/29/2016 8:58 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET: 03770 COMBINED - 05-03-16

VENDOR SET: 01

FUND : 564 LOWER MAIN VISITOR CENTER

DEPARTMENT: 192 PUBLIC BUILDING

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3875	FMG ENGINEERING					
		I-27083	564-4192-422	PROFESSIONAL TESTING/LOWER MAIN WELCOME CTR	000000	6,801.80
DEPARTMENT 192 PUBLIC BUILDING TOTAL:						6,801.80
-----						
FUND 564 LOWER MAIN VISITOR CENTERTOTAL:						6,801.80

PACKET: 03770 COMBINED - 05-03-16

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/16	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,845.53
01-0578	TWIN CITY HARDWARE & LU					
		I-D339747	602-4330-425	REPAIRS PINE-PASTEL PAINT/WATER	000000	22.66
		I-D339860	602-4330-426	SUPPLIES 2 PACK-10 PACK BATTERIES/WATER	000000	20.98
		I-D339959	602-4330-425	REPAIRS 6' CURB BOX/WATER	000000	59.99
		I-E56209	602-4330-426	SUPPLIES CERAMIC DISC/WATER	000000	9.99
		I-E56252	602-4330-426	SUPPLIES KIT FAUCET W/SPRAY/WATER	000000	89.99
01-1365	SD PUBLIC HEALTH LAB					
		I-10570759	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1491	RENNER, DONOVAN					
		I-042716	602-4330-415	GROUP INSURAN REIMBURSEMENT	000000	254.71
01-1589	TEAM LABORATORY CHEMICA					
		I-INV0000038	602-4330-426	SUPPLIES (25) FINE ROAD PATCH/STREETS	000000	219.75
01-3877	MUTUAL OF OMAHA					
		I-000520877524	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	21.04
DEPARTMENT 330 WATER						TOTAL: 3,574.86
FUND 602 WATER FUND						TOTAL: 3,574.86

4/29/2016 8:58 AM . REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 16  
 PACKET: 03770 COMBINED - 05-03-16  
 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
01-1017	PLAT EARTH SIGN COMPANY					
		I-4497	607-4580-426	SUPPLIES ALUMINUM SIGN/MT MORIAH	000000	165.00
01-3838	VAST BROADBAND					
		I-04-16-16 PHONE MM	607-4580-428	UTILITIES TELEPHONE 4/20-5/19/16/MT MORI	000000	39.33
		I-04-18-16 TELEPHONE	607-4580-428	UTILITIES TELEPHONE 4/22-5/21/16/MT MORI	000000	39.33
				DEPARTMENT 580 MT. MORIAH	TOTAL:	243.66
				FUND 607 MT MORIAH CEMETERY OPERATTOTAL:		243.66

PACKET: 03770 COMBINED - 05-03-16

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
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/16	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,405.27
01-1003	VERIZON WIRELESS					
		I-9763661846	610-4360-424	RENTALS PHONE SERVICE - METERS	000000	40.01
01-3877	MUTUAL OF OMAHA					
		I-000520877524	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						1,460.13
01-0360	ABC BUSINESS SUPPLY					
		I-10173	610-4361-435	FURNITURE WIRELESS KEYBOARD - TROLLEY	000000	28.80
01-0433	WELLMARK BLUE CROSS BLU					
		I-05/01/16	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,480.57
01-0578	TWIN CITY HARDWARE & LU					
		I-D340073	610-4361-426	SUPPLIES FASTENERS - TROLLEY	000000	2.30
		I-E56247	610-4361-426	SUPPLIES FASTENERS	000000	0.58
		I-E56365	610-4361-426	SUPPLIES MOPHEAD	000000	19.47
		I-E57295	610-4361-426	SUPPLIES NOZZLES - TROLLEY	000000	25.98
		I-E57625	610-4361-426	SUPPLIES FLASHLIGHT - TROLLEY	000000	49.95
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-44530	610-4361-425	REPAIRS BRAKE PADS,CALIPERS,ROTOR	000000	839.95
		I-1-44531	610-4361-425	REPAIRS REPLACED FRONT BRAKES -TROLLEY	000000	292.99
		I-1-44536	610-4361-425	REPAIRS REPAIR EXHAUST - TROLLEY	000000	149.98
		I-1-44588	610-4361-425	REPAIRS EXHAUST PIPE - TROLLEY	000000	29.99
		I-1-44711	610-4361-425	REPAIRS REPLACE IGNITION COIL -TROLLEY	000000	131.49
01-1503	BLACK HILLS SPECIAL SER					
		I-3744	610-4361-422	PROFESSIONAL TROLLEY CLEANING - MARCH	000000	1,440.00
01-1543	ZEP SALES & SERVICE					
		I-9002199833	610-4361-426	SUPPLIES ZEP AEROSOL,ULTRA WIPES,FORMUL	000000	411.80
01-1626	SERVALL UNIFORM AND LIN					
		I-2411468	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	79.55
		I-2414448	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	70.35
		I-2420513	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	67.92
01-3877	MUTUAL OF OMAHA					
		I-000520877524	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
01-3970	A & I DISTRIBUTORS					
		I-2785715	610-4361-426	SUPPLIES SERVE PRO SYN BLEND	000000	77.87
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						5,209.44
FUND 610 PARKING/TRANSPORTATION TOTAL:						6,669.57

4/29/2016 8:58 AM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

PACKET: 03770 COMBINED - 05-03-16

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
01-1626	SERVALL UNIFORM AND LIN					
		I-2417460	611-4362-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	77.12
01-1725	QUILL CORPORATION					
		I-5083832	611-4362-426	SUPPLIES SUPPLIES	000000	47.22
01-3838	VAST BROADBAND					
		I-04-14-16 TELEPHONE	611-4362-428	UTILITIES TELEPHONE 4/19-5/18/16/RAMP	000000	145.80
				DEPARTMENT 362 MAIN STREET RAMP	TOTAL:	270.14
				FUND 611 MAIN STREET RAMP	TOTAL:	270.14

4/29/2016 8:58 AM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

PACKET: 03770 COMBINED - 05-03-16

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
01-3988	ABBAS, ELENA					
		I-042616	722-2190	AMOUNTS HELD REFUND 1/2 PASS - REC CENTER	000000	2.41
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	2.41
			FUND	722 SALES TAX AGENCY	TOTAL:	2.41

4/29/2016 8:58 AM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

PACKET: 03770 COMBINED - 05-03-16

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-040416	725-4000-429	OTHER EXPENSE TIF PAYMENT	000000	378.17
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	378.17
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	378.17
					REPORT GRAND TOTAL:	456,106.13



Trolley needs for Summer 2016

5-2-16  
7E

1. June 16<sup>th</sup> 9:15 – Pick up at HARCC, Drop off at the Days of '76 Museum
2. June 16<sup>th</sup> 11:30 – Pick up at Days, drop off at the HARCC
3. June 16<sup>th</sup> 1:15 – Pick up at HARCC, drop off at the Days
4. June 16<sup>th</sup> 3:30 – Pick up at Days, drop off at the HARCC
5. June 21<sup>nd</sup> 3:00– Pick up at Days of '76 Museum, drop off at the HARCC
6. June 21<sup>nd</sup> 3:45– Pick up at HARCC, drop off at the Days
7. July 20<sup>th</sup> 10:30 – Pick up at the Wild Bill statue at the old 4 Aces (or Lower Main Parking lot), drop off at Adams the Adams Museum
8. July 20<sup>th</sup> 2:30 - Pick up at the Wild Bill statue at the old 4 Aces (or Lower Main Parking lot), drop off at Adams the Adams Museum
9. July 21<sup>st</sup> 9:15 – Pick up at the Adams Museum, Drop off at the Mt. Moriah Visitor center
10. July 21<sup>st</sup> 10:45 – Pick up at the Mt. Moriah Visitor Center, Drop off at the Adams Museum
11. July 21<sup>st</sup> 1:15 – Pick up at the Adams Museum, Drop off at the Mt. Moriah Visitor center
12. July 21<sup>st</sup> 2:45 - Pick up at the Mt. Moriah Visitor Center, Drop off at the Adams Museum

5-2-16  
8A

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND**  
**MOSS ROCK LANDSCAPING, 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 MOSS ROCK LANDSCAPING, INC., with its principal place of business located at 25160 Little Italy Road, Custer, SD 57730, hereinafter referred to as "MOSS ROCK;"

**WHEREAS**, MOSS ROCK has agreed to perform specific tasks addressing drainage issues above the Wild Bill Hickok gravesite and erosion control along the grass streets of Mt. Moriah Cemetery, for a total sum not to exceed Thirty-two Thousand Four Hundred Ninety and 00/100ths dollars (\$32,490.00); and

**WHEREAS**, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which MOSS ROCK shall perform the services concerning erosion control in Mt. Moriah Cemetery; and

**WHEREAS**, the CITY has accepted the proposal from MOSS ROCK 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. MOSS ROCK shall construct interventions to resolve ongoing erosion concerns as a result of compaction from pedestrian traffic along Boaz Street at Jerusalem Street to Morgan; Morgan to Mid Slope and Mid Slope to Paul Street pursuant to the project specifications, L-1.1 through L-3.3;
3. MOSS ROCK shall scarify all areas in the work zone showing bare dirt of compacted topsoil pursuant to the project specifications, L-1.1 through L-3.3;
4. MOSS ROCK shall apply native topsoil that is free of negative materials necessary to recreate a natural grade in the work zone; geotextile over new topsoil

areas deeper than 2 inches pursuant to the project specifications, L-1.1 through L-3.3;

5. MOSS ROCK shall install Greenarmor 7020 (or a comparable performance alternative as indicated in the Addenda No. 1), and top dress the geotextile with 1-3 inches of hand placed topsoil that completely covers the reinforcement but does not crush the armoring system pursuant to the project specifications, L-1.1 through L-3.3;
6. MOSS ROCK shall hand seed and hydromulch all areas disturbed due to this operation as detailed in the project specifications, L-1.1 through L-3.3;
7. MOSS ROCK shall be responsible for watering and general maintenance after seeding, including any repairs in the area due to erosion pursuant to the project specifications, L-1.1 through L-3.3;
8. Maintenance period shall end after a healthy, uniform, close stand of grass has been established free of weeds and surface irregularities with coverage exceeding 90 percent over any 10 square foot and bare spots not exceeding 5 by 5 inches pursuant to the project specifications, L-1.1 through L-3.3;
9. In the spring or fall following installation MOSS ROCK shall reseed grass areas that did not establish during planting pursuant to the project specifications, L-1.1 through L-3.3;
10. MOSS ROCK shall place a minimum of three (3) signs and rope off the restoration area as indicated the project specifications, L-1.1 through L-3.2.. Rope may be removed at the end of the restoration area or at the direction of CITY;
11. MOSS ROCK shall utilize drainage products as detailed in the project specifications, L-1.1 through L-3.3;
12. MOSS ROCK shall utilize path material as detailed in the project specifications, L-1.1 through L-3.3;
13. All work shall be completed within sixty (60) days from the Notice to Proceed;
14. In the event of deposits of historical or archaeological interest are found during construction, MOSS ROCK shall cease operations affecting the find(s) and notify the Historic Preservation Officer of the CITY as indicated in Instructions to Bidder, paragraph 13;
15. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;

16. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
17. MOSS ROCK shall perform these services with reasonable diligence and expediency consistent with sound professional practices.
18. MOSS ROCK 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;
19. MOSS ROCK 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 MOSS ROCK in connection with this agreement or services performed or materials provided pursuant to this contract;
20. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to MOSS ROCK;
21. MOSS ROCK shall be paid in an amount not to exceed Thirty-two Thousand Four Hundred Ninety and 00/100ths dollars (\$32,490.00) for work completed unless change orders are agreed upon in writing by both parties prior to incurring any additional costs;
22. 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.

MOSS ROCK LANDSCAPING, INC.

By: \_\_\_\_\_  
Cory Schmitz  
Its: President

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Cory Schmitz, known to me to be the President of MOSS ROCK LANDSCAPING, INC. 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: \_\_\_\_\_

ENTERED  
E KK D

3 Spring Street  
Deadwood, SD 57732

DATE: April 1, 2016  
INVOICE # Photograph Acquisition  
040116

**FOR:** Deadwood Historic  
Preservation

**BILL TO:**  
City of Deadwood  
Historic Preservation  
108 Sherman Street  
Deadwood, SD 57732

<b>DESCRIPTION</b>			<b>AMOUNT</b>
(6) 8 x 10" cabinet cards of Deadwood, bars, and geological formations			\$ 2,475.00
		TOTAL	\$ 2,475.00

*Florence Thom  
Tompkins →  
Centennial Ave.*

Deadwood Historic Preservation Office

108 Sherman St.

Deadwood, SD 57732  
Black Hills Photographs

Re: Todd collection, Black Hills photographs

Sirs:

On 4-22-2015 I have viewed your assortment of Black Hills photographs and have found them to be valued as listed below. I have based my valuation on various catalog sales, dealer's lists, auction sales and my own nearly 50 years of buying and selling exact or similar images of the early West including the Black Hills. Your images appear to be by Locke & Co., Locke and McBride, Locke & Peterson, all original Locke's or copies of other's work by Locke.

#1 City of Deadwood, hillside view 6,3/4" by 7,3/4". houses in snow, on card. \$450.00

#2 City of Deadwood, upper main street, 6,3/4" by 7, 3/4", on card. \$600.00

#3 Knife Blade Rock on the BH and Ft. P Railroad, 6,3/4"by 7,3/4", on card. \$300.00

#4 Beeches Rocks near Custer, 6,3/4" by 7,3/4", on card. \$300.00

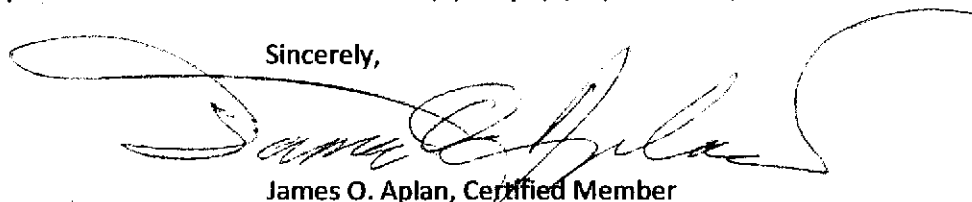
The following photographs are unidentified as to photographer.

#5 Deadwood saloon interior, 6,1/2" by 8,1/2",on card. \$450.00

#6 Deadwood saloon interior, 6,1/2" by 8,1/2", on card. \$450.00

#7 Deadwood parade of the Black Hills Pioneers. 6,1/2"by 8,1/2", on card. \$700.0

Sincerely,



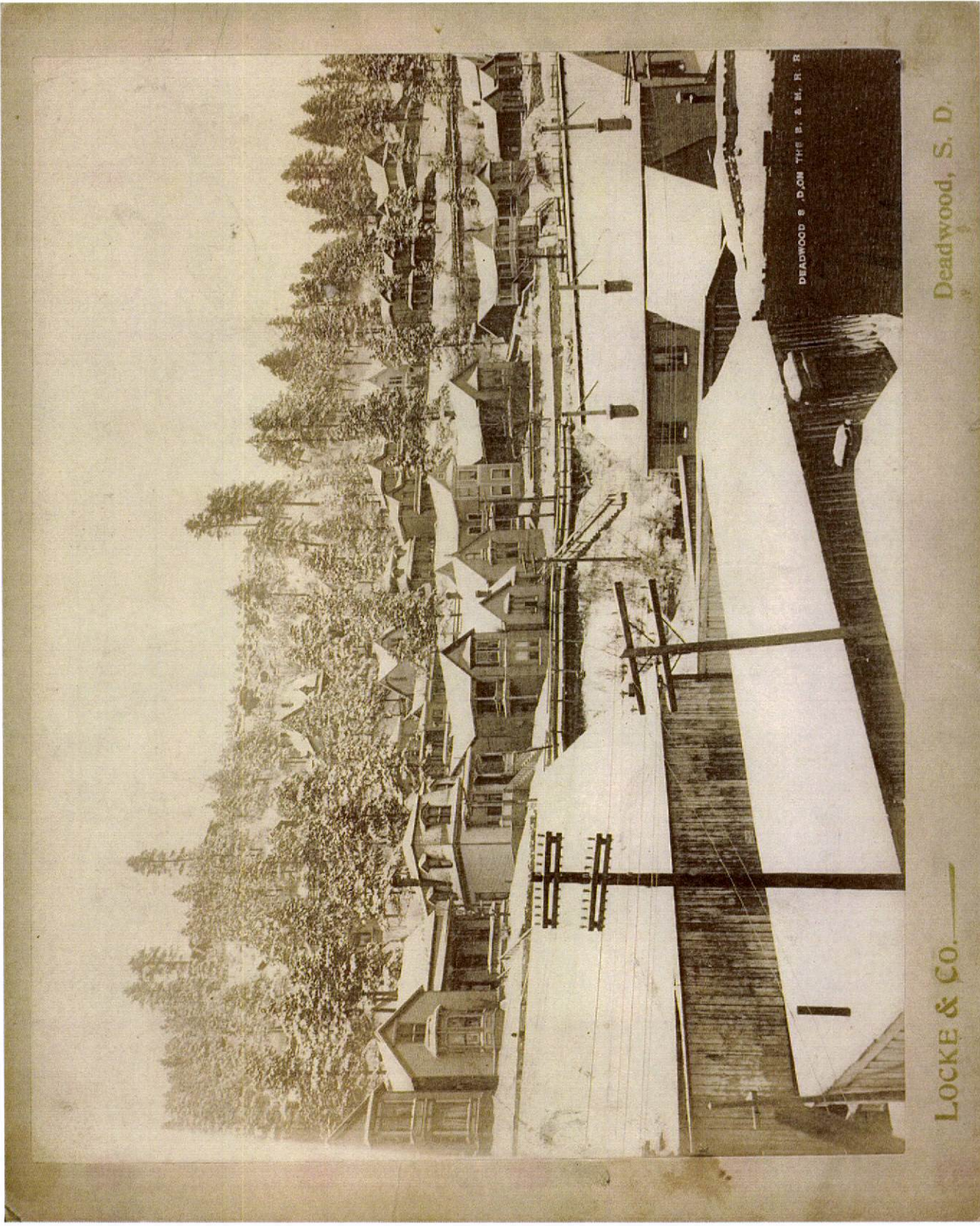
James O. Aplan, Certified Member  
Antique Appraisal Association of America

\$3250.00

*Agree to \$2,500.00*



①



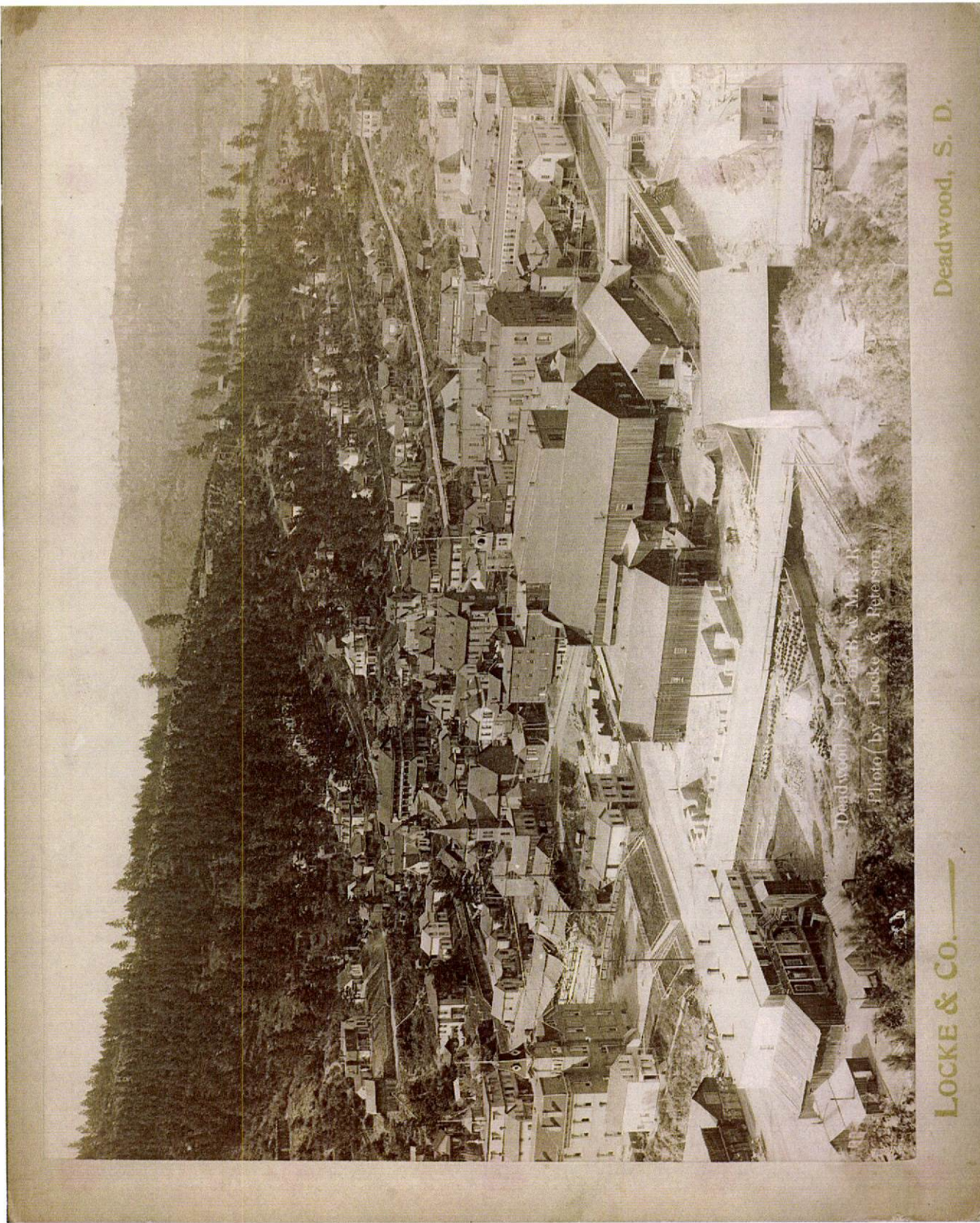
DEADWOOD S. D. ON THE B. & M. R. R.

Deadwood, S. D.

LOCKE & CO. —



178



Deadwood, S.D. Jan'y 14, 1875.  
Photo by Locke & Peterson.

Deadwood, S. D.

LOCKE & CO. —



3



Knife Blade or Needle Point, Elk Can-  
yon, on B. H. & Fort Pierre R. R. Pho-  
tographed by C. C. McBride, Deadwood, S. D.

H. M. Locke & Co.,

Deadwood, S. D.



4



No. 69 Beecher's Rocks, on the B. & M. railroad near Custer City, S. D. Photo by Locke & McBride, Deadwood and Lead, S. D.

LOCKE & CO. \_\_\_\_\_

Deadwood, S. D.



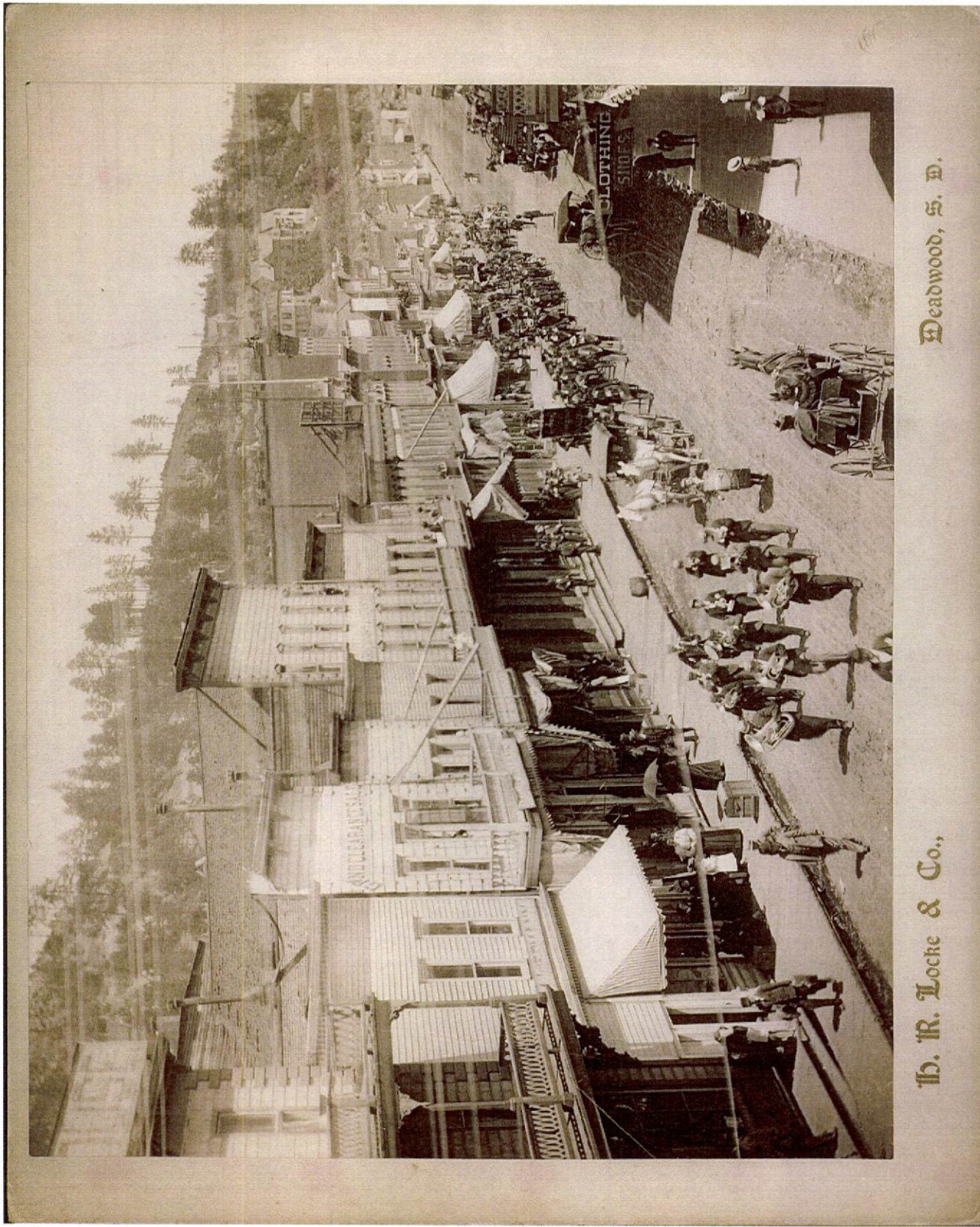
5











H. R. Locke & Co.,

Deadwood, S. D.

## April and May 2015 City Archives Monthly Report

These are the items I worked on during the months of April and May of 2015.

### RESEARCH REQUESTS

I received and answered twenty-one (21) research requests in April and seventeen (17) requests in May. The requests took the form of emails, walk in researchers, mail inquiries, and department head and city employee requests.

### COLLECTIONS MANAGEMENT

- **Historic Preservation Digital Photographs:** In April and May, I worked on the backlog of Historic Preservation digital photographs. During these months, I cataloged 358 images from 2014. This will be an ongoing project, and I hope to be caught up by December of 2015.
- **2016 City Archives Budget:** On June 1, 2015, I submitted the 2016 Archives Budget to Kevin. The City Archives budget is similar to the 2015 budget with a few new projects. If interested, I have copies available for review in my office.
- **Fountain House Archaeological Collection:** On April 17, 2015 Kevin and I met with the Bradsky Family and Joy McCracken of Neighborworks to discuss the Fountain House artifacts. At the end of the meeting, the Bradsky Family decided to donate the 95 artifacts to the City of Deadwood.
- **Fidler-Isburg Mortuary Ledgers and Lawrence County Ledgers:** On May 22, 2015 the South Dakota State Archives Microfilm Unit picked up seven (7) mortuary ledgers, four (4) Lawrence County circuit court journals and five (5) Executor and Administrator Bonds & Letters ledgers from the City Archives. These ledgers will be microfilmed and digitized as outlined in the 2015 City Archives budget. Prior to the State's arrival, I compiled a loan agreement between the City and the State Archives and organized the appraisal of the mortuary records for insurance purposes. There are two additional boxes of mortuary records that wait microfilming.

### PROJECTS

- **Chinese Coin Video, Facebook and YouTube:** During May, I worked with Grant Welford of Macrovison on a new four minute video focusing on the discovery and conservation of 168 Chinese coins. During this project, I helped write, edit, and select images to be used in the video. I also contacted Terry Holts, a former South Dakota Archaeology technician who narrated the opening and closing of the video. The video aired on June 8, 2015 on both the Historic Preservation Facebook page and the Historic Preservation YouTube page.
- **2015 Arbor Day Student Art Exhibit:** On May 8, 2015, the City of Deadwood and the Lead/Deadwood Lions Club celebrated national Arbor Day by planting two (2)



trees at the corner of Pioneer Way and Deadwood Street and at the U.S. Post Office. In addition to the tree planting, I installed the annual student art show at the Deadwood Information & Visitor Center. The student artwork was on display for two weeks.

- **66 Taylor Avenue Burial Project:** On April 16, 2015 I drove to the South Dakota School of Mines and videotaped the spectral analysis of the teeth from the 66 Taylor Avenue burial. Of the nine fillings, two gold and three silver-tin amalgam fillings were tested by David R Lingenfelter, a Research Scientist for the Engineering and Mining Experiment Station (EMES). The results indicated that one of the gold fillings was refined based on the types of elements found in the gold. The three silver-tin amalgam fillings showed different concentrations and percentages of elements indicating a lack in a standardized filling. Upon completion, all of the forensic reports will be sent to Karen Taylor who will begin the facial reconstruction for this burial.
- **Deadwood Information/Visitor Center Request for Proposal:** In May, I spent a considerable amount of time developing a Request for Proposal (RFP) focusing on the development of the interpretive area at the Deadwood Information/Visitor Center. The City Archives would like to develop a series of permanent, changeable and interactive exhibits in 593 square feet at the Deadwood Information & Visitor Center (3 Siever Street). The current exhibit was installed in 1992 and, for the most part, served its purpose. The proposed exhibit would provide the City a wonderful opportunity display and interpret portions of its massive archaeological collection.
- **John Bolan Archaeological Exhibit:** In April, Mr. John Bolan of Huntington Beach, California agreed to loan one box of artifacts discovered on his property during the filming of National Geographic Channel's reality television show "Diggers". In April and May, I began developing an exhibit focusing on these artifacts. This included researching the manufacturer's marks on some of the artifacts, writing the narrative, and designing the exhibit. The temporary exhibit was installed at the visitor center in June 1, 2015 and will remain on exhibit for the summer.
- **2015 BHSU Herbarium Conservation Project:** In April and May, I met with Mark Gabel and Justin Ramsey the curators of the Black Hills State University Herbarium located on the BHSU campus. The meeting was in regards to hiring the curatorial staff to stabilize the City's collection of floral specimens unearthed during the 2001 to 2004 Chinatown excavations. In addition, the City Archives would like to incorporate the Chinatown botanical information into the online Collaborative Database of the Plants from Western South Dakota and Eastern Wyoming (<http://herbarium.bhsu.edu/database.htm>) managed by the BHSU Herbarium. If funded, this will be a two year project. As an offshoot of this project, the Deadwood Historic Preservation Commission and the City of Deadwood donated two wood cuts to the Herbarium. An article of this donation appeared in May 1, 2015 Black Hills Pioneer newspaper.
- **Rotary Park Outdoor Interpretive Sign:** At the end of April, I finished and submitted the Rotary Park outdoor sign files to Pannier Graphics. The completed sign arrived on May 20, 2015 and was installed in the park the next day by the



Streets Department. The next step will be creating a YouTube video on the history of the park.

- **Deadwood Firewise:** In April, I continued to work with the Finance Office to secure land easements for the upcoming summer. This included looking up legal locations at the Register of Deeds, writing the landowners in Zone #5, and talking with the DOC Firewise crews.

#### MISCELLANEOUS ITEMS & MEETINGS

- **James Aplan Site Visit and Appraisal, April 22, 2015:** On April 22, 2015 James and Peg Aplan came to the Deadwood City Hall and appraised four collections. These appraisals included one (1) glass transparency of the Homestake Mine (Sanford Visitor Center, Lead, South Dakota), the John Bolan Archaeological Collection (Deadwood Information/Visitor Center), twenty (20) Mortuary Ledgers from the Fidler-Isburg Funeral Chapel, and seven (7) photographs from Marlene Todd of Deadwood, South Dakota.
- **Dakota Conference, Augustana College, April 23-25, 2015:** On April 23-25, 2015 I attended the Dakota Conference at Augustana College in Sioux Falls, South Dakota. As part of this trip, I dropped off the 1930 Sanborn Fire Insurance Map at Mathisons Graphics in Rapid City and picked up the six panel baseball exhibit at the Siouxland Heritage Center in Sioux Falls.
- **Presentation, NAPA Postmasters Convention:** On May 1, 2015 I gave a twenty minute presentation on Deadwood's history and area attractions to the South Dakota and Wyoming NAPA Postmasters convention at the Holiday Inn Express.
- **SD State Historical Records Advisory Board (SHRAB) Board Meeting:** On May 13, 2015 I attended a SHRAB board meeting in Pierre, South Dakota. During this meeting, the SHRAB board reviewed seven (7) grant applications and disseminated \$4,000 in funds to local repositories, organizations, and historical societies.
- **John Moore Site Visit:** On May 12, 2015 I gave John Moore, my former Anthropology and Archaeology professor from the University of Wisconsin-Stevens Point a tour of the City's Archaeology Lab and City Archives.

If you have any questions or would like to see what I have been working on, feel free to stop in and see me at your convenience.

Mike Runge - City Archives

## **CONTRACT FOR THE SALE OF GOODS**

This Contract, effective the \_\_\_\_ day of \_\_\_\_\_, 2016, 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 MARLENE TODD, of 3 Spring Street, Deadwood, SD 57732, hereinafter referred to as "TODD."

The purpose of this agreement is to set forth the obligations, responsibilities and terms for the sale of the Todd photograph collection by TODD to CITY.

### **A. Description of the Goods**

1. On or before \_\_\_\_\_, TODD agrees to transfer and deliver to CITY her collection of historic photographs from the early days of Deadwood and the Northern Black Hills as described on the attached Exhibit "A," incorporated herein by this reference as if set forth fully within this Contract (hereinafter "goods")

### **B. CITY's Rights and Obligations**

2. CITY agrees to accept the goods and pay TODD for the goods in full upon receipt in the amount of Two Thousand Four Hundred Seventy-five and no/100s Dollars (\$2,475.00).
3. Goods are deemed received by CITY upon delivery to CITY's address as set forth above.
4. CITY has the right to examine the goods upon receipt and has fourteen (14) days in which to notify seller of any claim for damage reduction in price based on the condition, grade, quality or quantity of the goods. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the goods.

### **C. TODD's Obligations**

5. Until received by CITY, all risk of loss to the above-described goods is borne by TODD.
6. TODD warrants that the goods are free from any and all security interests, liens, and encumbrances, that they shall be free from same at the time of delivery, and that TODD neither knows nor has reason to know of any outstanding title or claim of title hostile to TODD's rights in the goods.
7. TODD 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 claim of right or title to the above-described goods provided by TODD pursuant to this contract.

**D. General**

8. This document constitutes the entire Agreement between the parties and shall not be altered except in writing signed by both parties.

9. This Agreement shall be subject to and construed under the laws of the State of South Dakota.

CITY OF DEADWOOD

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

ATTEST:

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

\_\_\_\_\_  
MARLENE TODD

## **EXHIBIT A**

### **TODD PHOTOGRAPH COLLECTION**

#### Description of Photographs:

##### Locke & Co. photographs:

City of Deadwood hillside view, 6  $\frac{3}{4}$ " by 7  $\frac{3}{4}$ ", houses in snow on card

City of Deadwood upper main street, 6  $\frac{3}{4}$ " by 7  $\frac{3}{4}$ " on card

Knife Blade Rock on the Black Hills and Ft. P Railroad, 6  $\frac{3}{4}$ " by 7  $\frac{3}{4}$ " on card

Beeches Rocks near Custer, 6  $\frac{3}{4}$ " by 7  $\frac{3}{4}$ " on card

##### Photographs by unidentified photographer:

Deadwood saloon interior, 6  $\frac{1}{2}$ " by 8  $\frac{1}{2}$ " on card

Deadwood saloon interior, 6  $\frac{1}{2}$ " by 8  $\frac{1}{2}$ " on card

Deadwood parade of the Black Hills Pioneers, 6  $\frac{1}{2}$ " by 8  $\frac{1}{2}$ " on card

**CITY OF DEADWOOD**

**ACKNOWLEDGEMENT OF CHARITABLE CONTRIBUTION  
PURSUANT TO IRC 170(f)(8)**

The undersigned does hereby acknowledge receipt of the contribution(s) listed below from the taxpayer whose name appears below. All contributions were made in the form of 19th century photographs; and donee organization did not provide any goods or services in consideration for the property given.

**DONOR:** MARLENE TODD, located at 3 Spring Street, Deadwood, SD 57732.

**AMOUNT GIVEN:** See attached Exhibit "A" of items contributed, other than cash.

**DATE OF GIFT:** \_\_\_\_\_.

This acknowledgement is given for the purpose of satisfying the requirement of Section 170(f)(8) of the Internal Revenue Code, as amended.

CITY OF DEADWOOD

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

ATTEST:

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

5-2-16  
8D

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.

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 16th day of November, 2015.

CITY OF DEADWOOD

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

ATTEST:

\_\_\_\_\_  
Finance Officer

## ANNEXATION AND DEVELOPMENT AGREEMENT

5-2-16  
8 D

This Agreement made effective the \_\_\_\_\_ day of May, 2016, by and between the City of Deadwood, a South Dakota municipality of 102 Sherman Street, County of Lawrence, State of South Dakota, hereinafter referred to as "CITY", Ruth Family Trust, Ole and Lena Group, LLC, and Broken Boot Inc., hereinafter referred to collectively as "PETITIONERS."

### RECITALS

PETITIONERS have petitioned and requested that CITY annex their properties into the CITY limits pursuant to SDCL 9-4-1 et. al.; and

CITY is authorized to enter into an ANNEXATION and DEVELOPMENT agreement with PETITIONERS pursuant to SDCL 9-4.1.1, which agreement specifies the conditions under which PETITIONERS property is annexed; and

PETITIONERS property is to be zoned Highway Commercial following annexation; and

CITY will provide certain services as set forth in this Agreement.

### WHEREFORE IT IS AGREED AS FOLLOWS:

- 1) CITY shall take all necessary steps to timely annex PETITIONERS properties into the CITY limits.
- 2) The property annexed shall be zoned as follows: Commercial Highway District pursuant to Chapter 17.40 of the Code of Ordinances of the City of Deadwood, South Dakota, 2003 and as later amended.
- 3) CITY is not obligated to provide services to PETITIONERS properties except police and fire protection, garbage collection and a Trolley Stop at KOA (May 1 to October 1) and any other services mutually agreed to in writing by the parties.



4) This Agreement is governed by, construed and enforced according to the laws of South Dakota.

5) This Agreement shall constitute the entire Agreement between and among the parties and any prior understandings or representations of any kind preceding this Agreement shall not be binding upon any party except to the extent incorporated herein.

6) Any modification of this Agreement shall be binding only if evidenced in writing signed to by each party or representative of a party.

IN WITNESS WHEREOF, each party to this agreement has executed the same.

City of Deadwood:

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

ATTEST:

\_\_\_\_\_  
Finance Officer

Petitioners:

\_\_\_\_\_  
Owner/Petitioner/Representative  
Ruth Family Trust

\_\_\_\_\_  
Owner/Petitioner/Representative  
Ole and Lena Group, LLC, a South Dakota  
Limited Liability Company

\_\_\_\_\_  
Owner/Petitioner/Representative  
Broken Boot Mine, Inc., a South Dakota Non-  
profit Corporation

5-2-16  
8E

**STAFF REPORT  
PLANNING AND ZONING  
APRIL 20, 2016 JOINT MEETING**

---

**APPLICANT:** City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732

**PURPOSE:** Define Property Lines, Create a Single Parcel of Land for the Library

**GENERAL LOCATION:** 435 Williams Street

**LEGAL DESCRIPTION:** 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

**FILE STATUS:** All legal obligations have been completed.

**ZONE:** PU – Public Use District

---

**STAFF FINDINGS:**

Surrounding Zoning:

North: R1 – Residential  
South: C1 – Commercial  
East: C1 – Commercial  
West: R1 – Residential

Surrounding Land Uses:

Residential Structures  
Commercial Structures  
Commercial Structures  
Apartment Building

**SUMMARY OF REQUEST**

The Final Plat of The Library Lot has been submitted to define property lines and create a single parcel for the Library.

**FACTUAL INFORMATION**

1. The property is currently zoned PU – Public Use District
2. The Library Lot, Block 23, is comprised of 0.250 ± Acres
3. The subject property is located within a moderate-density residential district.

4. The property is not located within a flood zone or flood hazard zone.
5. Public facilities are available to serve the property.
6. The area is currently characterized by residential structures.

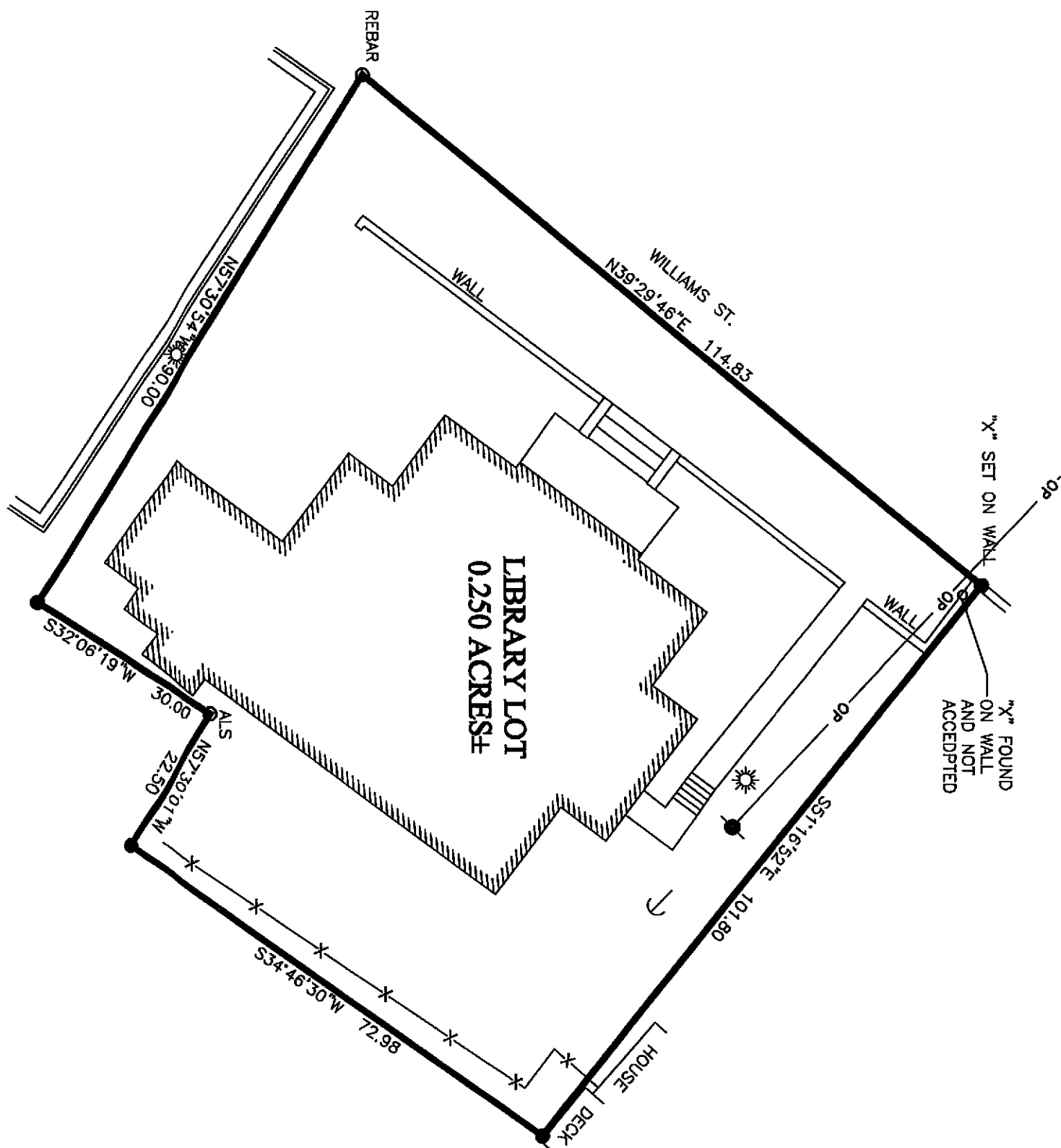
#### **STAFF DISCUSSION**

The subject property currently houses the Deadwood Public Library. The lots meet the area and bulk requirements.

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.
7. Dimensions, angles and bearings are shown along the lot lines.
8. Scale of the plat is shown and accompanied with a bar scale.
9. Area's taken out of the mineral survey and remaining acreage is indicated on the plat.

#### **ACTION REQUIRED:**

1. Approval / denial by Deadwood Planning and Zoning Commission.
2. Approval / denial by Deadwood Board of Adjustment.

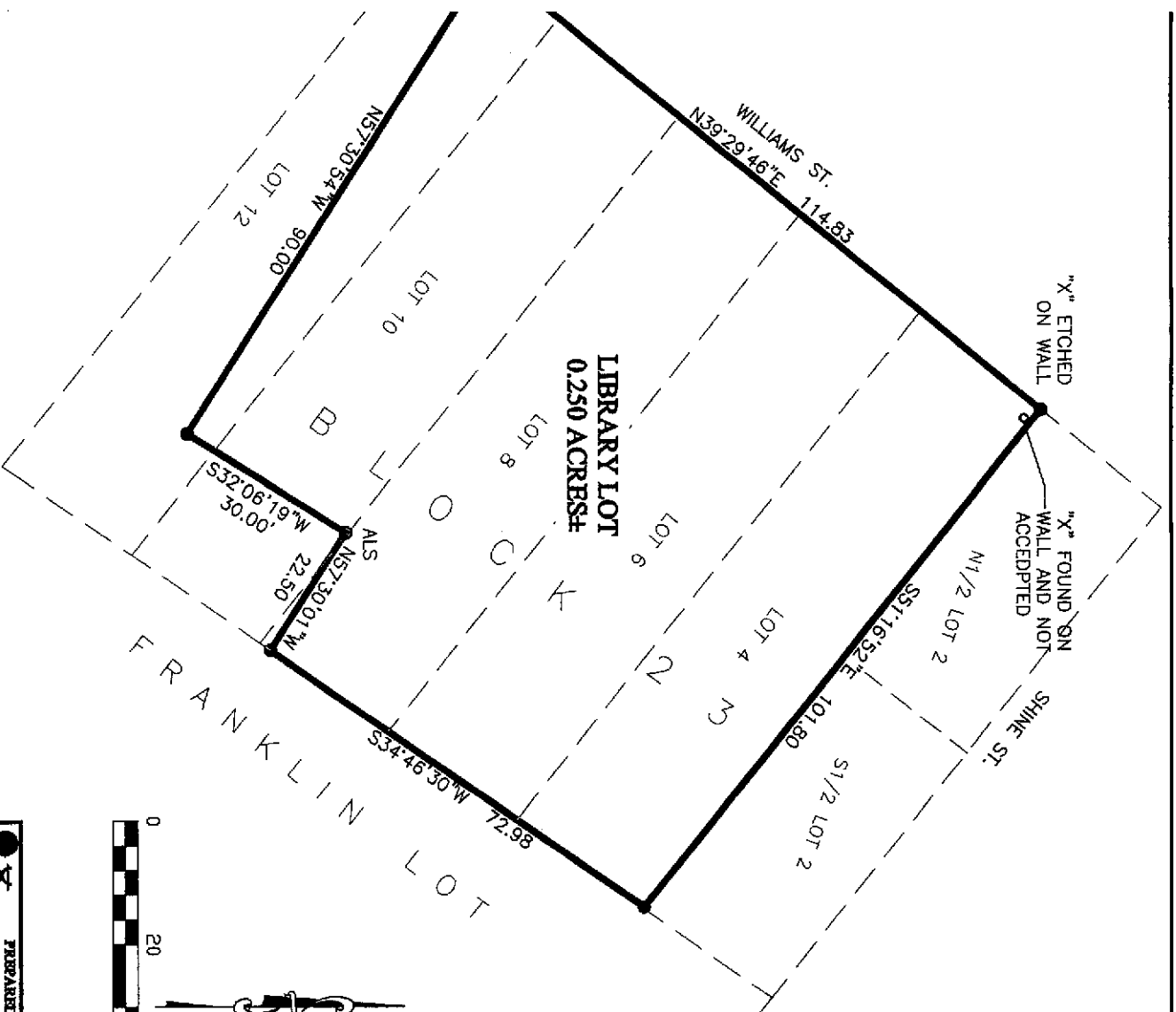


PLAT OF  
**THE LIBRARY LOT, BLOCK 23,**  
 FORMERLY LOTS 4, 6 AND PARTS OF LOTS 8, 10 & 12, BLOCK 23  
 O.T., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

OWNER/DEVELOPER:  
 CITY OF DEADWOOD  
 102 SHERMAN ST.  
 DEADWOOD, SD 57732

- LEGEND:**  
 ● SET REBAR AND CAP STAMPED ARLETH & ASSOC. LS 3977  
 ○ FOUND MONUMENT AS NOTED

- NOTES:**  
 1. PROPOSED LOT AREA = 0.250 ACRES±;  
 PROPOSED R-O-W AREA = 0.00 ACRES±;  
 EASEMENTS INCLUDED IN ALL AREAS.  
 2. 5' UTILITY EASEMENT ON INTERIOR OF ALL LOT LINES.  
 3. EASEMENTS INCLUDED IN LOT AREAS.  
 4. ZONING IS PUBLIC USE CITY OF DEADWOOD ZONING MAP.  
 5. PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2, THE DEVELOPER  
 OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE  
 RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE,  
 INCLUDING GROUNDWATER, LOCATED TO OR WITHIN SUCH PLATTED  
 AREA FROM POLLUTION FROM SEWERAGE FROM SUCH SUBDIVISION  
 AND SHALL IN PROSECUTION OF SUCH PROTECTIONS CONFORM TO  
 AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT  
 OF ENVIRONMENTAL AND NATURAL RESOURCES RELATING TO SAME.  
 6. WE HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR  
 WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER  
 PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE  
 PORTIONS OF LAND DESIGNATED HEREON AS EASEMENTS.



<b>PREPARED BY:</b> ARLETH LAND SURVEYING, LLC 24 CLIFF ST. DEADWOOD, SD 57732 1-605-578-1637	<b>DATE:</b> MARCH 2, 2016 <b>REV:</b> <b>SCALE:</b> 1" = 20'	<b>APPROVED:</b> JMA <b>DRAWN:</b> JD <b>FILE:</b> 9370.dwg
--	---	---

**PLAT OF  
THE LIBRARY LOT, BLOCK 23,  
FORMERLY LOTS 4, 6 AND PARTS OF LOTS 8, 10 & 12, BLOCK 23  
O.T., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA**

**SURVEYOR'S CERTIFICATE**  
I, JOHN M. ARLETH, 24 CLIFF STREET, DEADWOOD, SD, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

JOHN M. ARLETH, R.L.S. 3977

**OWNER'S CERTIFICATE**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE

DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON. THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**ACKNOWLEDGMENT OF OWNER**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE. MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_

**CERTIFICATE OF COUNTY TREASURER**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE

I, \_\_\_\_\_, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT \_\_\_\_\_ TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

LAWRENCE COUNTY TREASURER: \_\_\_\_\_

**APPROVAL OF HIGHWAY AUTHORITY**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE  
THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY: \_\_\_\_\_

**APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE  
THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY PLANNER

CHAIRMAN

**APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE  
BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, S.D. DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

FINANCE OFFICER

MAYOR

**OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE  
I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT, DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: \_\_\_\_\_

**OFFICE OF THE REGISTER OF DEEDS**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE  
FILED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_ O'CLOCK, \_\_\_\_ M., AND RECORDED IN DOC. \_\_\_\_\_.

LAWRENCE COUNTY REGISTER OF DEEDS: \_\_\_\_\_

 <p><b>PREPARED BY:</b> ARLETH LAND SURVEYING, LLC</p>	<p>24 CLIFF ST. DEADWOOD, SD 57732 1-605-578-1637</p>	<p>DATE: MARCH 2, 2016 REV: SCALE: 1" = 20'</p>	<p>APPROVED: MJA DRAWN: ED FILE: 970.dwg</p>
---	---	---	--

5216  
8F

**STAFF REPORT  
PLANNING AND ZONING  
APRIL 20, 2016 JOINT MEETING**

---

<b>APPLICANT:</b> City of Deadwood	Carolyn White	William E. Walsh
102 Sherman Street	3 Shine Street	9 Shine Street
Deadwood, SD 57732	Deadwood, SD 57732	Deadwood, SD 57732

**PURPOSE:** Define Property Lines, Transfer Property

**GENERAL LOCATION:** Shine Street

**LEGAL DESCRIPTION:** Lots 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

**FILE STATUS:** All legal obligations have been completed.

**ZONE:** C1 – Commercial District

---

**STAFF FINDINGS:**

Surrounding Zoning:

North: R1 – Residential  
South: C1 – Commercial  
East: C1 – Commercial  
West: R1 – Residential

Surrounding Land Uses:

Residential Structures  
Commercial Structures  
Residential Structures  
Residential Structures

**SUMMARY OF REQUEST**

The Final Plat for Lots 2A, 2B, 2C and 2D of Block 23 located on the west side of Shine Street has been submitted to define property lines and transfer property.

**FACTUAL INFORMATION**

1. The property is currently zoned C1 – Commercial District

2. Lot 2A, Block 23, is comprised of 0.023 Acres $\pm$ .  
Lot 2B, Block 23, is comprised of 0.023 Acres $\pm$ .  
Lot 2C, Block 23, is comprised of 0.006 Acres $\pm$ .  
Lot 2D, Block 23, is comprised of 0.006 Acres $\pm$ .
3. The subject property is located within a moderate-density residential district.
4. The property is not located within a flood zone or flood hazard zone.
5. Public facilities are available to serve the property.
6. The area is currently characterized by commercial and residential structures.

#### **STAFF DISCUSSION**

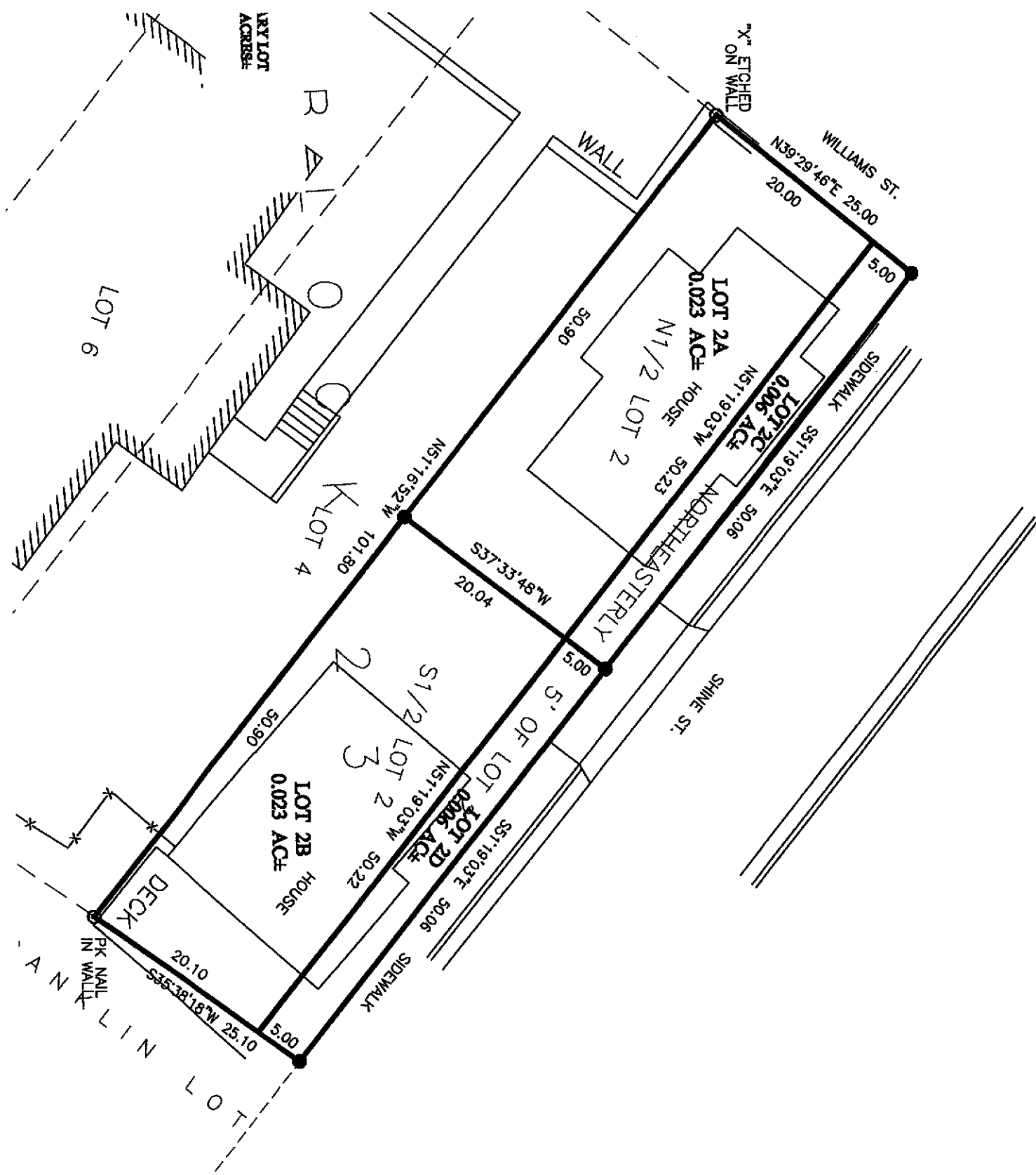
The subject property is currently vacant and the owner intends on building a new house in the near future on the property. The lots meet the area and bulk requirements for square footage.

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.
7. Dimensions, angles and bearings are shown along the lot lines.
8. Scale of the plat is shown and accompanied with a bar scale.
9. Area's taken out of the mineral survey and remaining acreage is indicated on the plat.

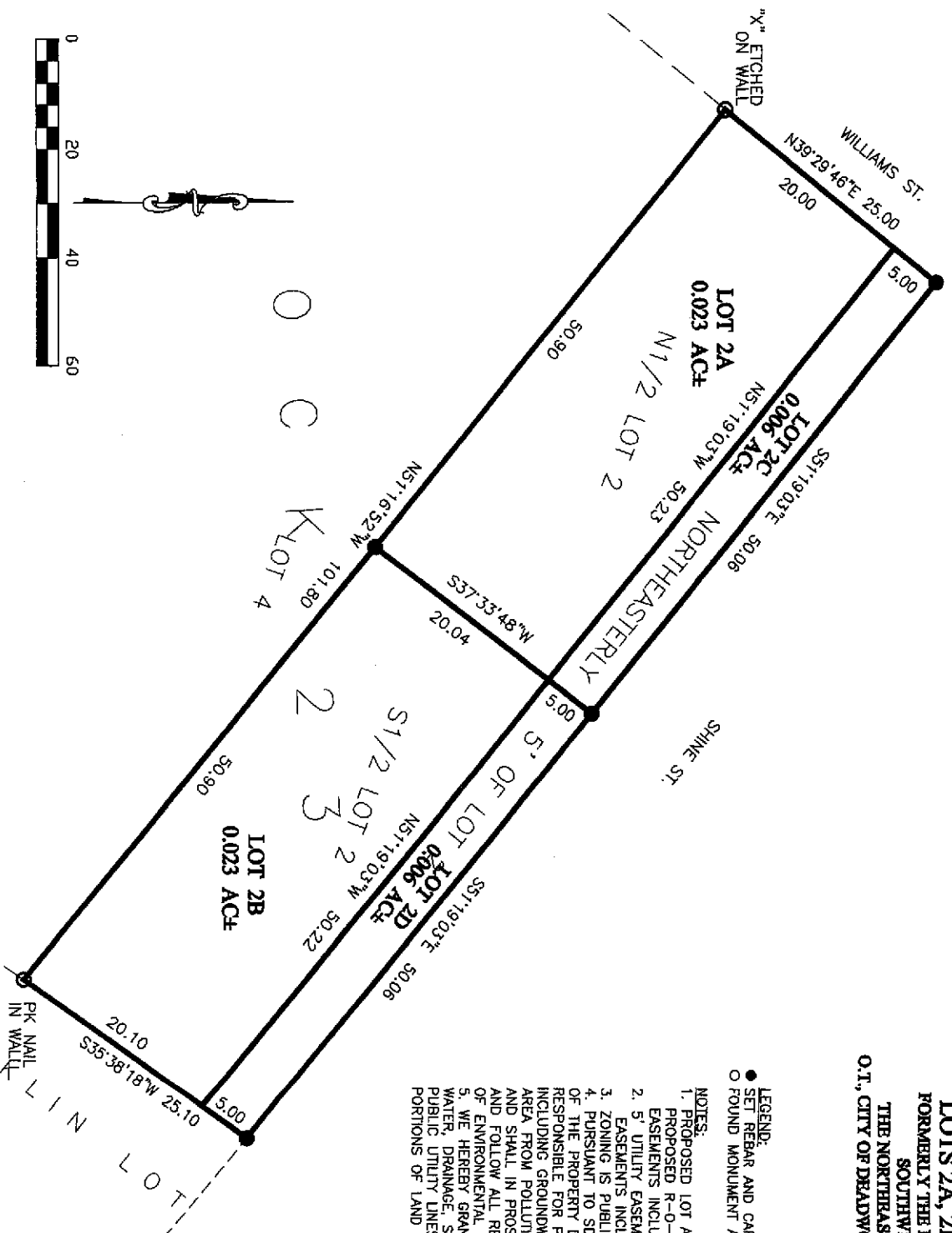
#### **ACTION REQUIRED:**

1. Approval / denial by Deadwood Planning and Zoning Commission.
2. Approval / denial by Deadwood Board of Adjustment.





PLAT OF  
**LOTS 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 2, BLOCK 23,  
 O.T., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



LEGEND:  
 ● SET REBAR AND CAP STAMPED ARLETH & ASSOC. LS 3977  
 ○ FOUND MONUMENT AS NOTED

NOTES:  
 1. PROPOSED LOT AREA = 0.068 ACRES±;  
 PROPOSED R-O-W AREA = 0.000 ACRES±;  
 EASEMENTS INCLUDED IN ALL AREAS.  
 2. 5' UTILITY EASEMENT ON INTERIOR OF ALL LOT LINES.  
 EASEMENTS INCLUDED IN LOT AREAS.  
 3. ZONING IS PUBLIC USE CITY OF DEADWOOD ZONING MAP.  
 4. PURSUANT TO SDCL 11-3-81 AND 11-3-82, THE DEVELOPER  
 OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE  
 RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE,  
 INCLUDING GROUNDWATER, LOCATED TO OR WITHIN SUCH PLATTED  
 AREA FROM POLLUTION FROM SEWERAGE FROM SUCH SUBDIVISION  
 AND SHALL IN PROSECUTION OF SUCH PROTECTIONS CONFORM TO  
 AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT  
 OF ENVIRONMENTAL AND NATURAL RESOURCES RELATING TO SAME.  
 5. WE HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR  
 WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER  
 PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE  
 PORTIONS OF LAND DESIGNATED HEREON AS EASEMENTS.

OWNER/DEVELOPER:  
 CITY OF DEADWOOD  
 102 SHERMAN ST.  
 DEADWOOD, SD 57732

CAROLYN V. WHITE  
 3 SHINE ST.  
 DEADWOOD, SD 57732

WILLIAM E. WALSH  
 JO ROEBUCK-PEARSON  
 9 SHINE ST.  
 DEADWOOD, SD 57732

PREPARED BY: ARLETH LAND SURVEYING, LLC	24 CLARK ST. DEADWOOD, SD 57732 1-605-578-1637	DATE: APRIL 11, 2016 REV: SCALE: 1" = 20'	APPROVED: MJA DRAWN: JD FILE: 985.dwg
---	--	---	---

**SURVEYOR'S CERTIFICATE**

I, JOHN M. ARLETH, 24 CLIFF STREET, DEADWOOD, SD, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_.

JOHN M. ARLETH, R.L.S. 3977

**OWNER'S CERTIFICATE**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE

DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HERON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

**ACKNOWLEDGMENT OF OWNER**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE

ON THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED AND WHO EXECUTED THE FOREGOING CERTIFICATE. MY COMMISSION EXPIRES: \_\_\_\_  
NOTARY PUBLIC: \_\_\_\_\_

**OWNER'S CERTIFICATE**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE

DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HERON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

**ACKNOWLEDGMENT OF OWNER**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE

ON THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED AND WHO EXECUTED THE FOREGOING CERTIFICATE. MY COMMISSION EXPIRES: \_\_\_\_  
NOTARY PUBLIC: \_\_\_\_\_

**OWNER'S CERTIFICATE**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE

DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HERON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

**ACKNOWLEDGMENT OF OWNER**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE

ON THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED AND WHO EXECUTED THE FOREGOING CERTIFICATE. MY COMMISSION EXPIRES: \_\_\_\_  
NOTARY PUBLIC: \_\_\_\_\_

PLAT OF  
**LOTS 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 2, BLOCK 23,  
O.T., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

SHEET 2 OF 2

**CERTIFICATE OF COUNTY TREASURER**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE  
LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_.

LAWRENCE COUNTY TREASURER: \_\_\_\_\_

**APPROVAL OF HIGHWAY AUTHORITY**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE  
THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY: \_\_\_\_\_

**APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE  
THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_.

CITY PLANNER: \_\_\_\_\_

CHAIRMAN: \_\_\_\_\_

**APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE  
BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, S.D. DATED THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_.

ATTEST: \_\_\_\_\_

FINANCE OFFICER: \_\_\_\_\_

MAYOR: \_\_\_\_\_

**OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE  
I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_.

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: \_\_\_\_\_

**OFFICE OF THE REGISTER OF DEEDS**  
STATE OF SOUTH DAKOTA      COUNTY OF LAWRENCE  
FILED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M., AND RECORDED IN

LAWRENCE COUNTY REGISTER OF DEEDS: \_\_\_\_\_



PREPARED BY:  
**ARLETH LAND SURVEYING, LLC**

24 CLIFF ST.  
DEADWOOD, SD 5732  
1-605-578-1637

DATE: APRIL 11, 2016  
REV:  
SCALE: 1" = 20'

APPROVED, JMA  
DRAWN, JTD  
FILE: 995.dwg

1333

ENTERED

4577-735

APRIL 16, 2016

## INVOICE

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

5-2-16  
85

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

Salesperson:		TERMS
Invoice number:	21309	NET 15

**MATERIAL & LABOR**

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

**COMMENTS**

\* TERMS: OVER DUE

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

5-2-16  
gm

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND**  
**BERBERICH DESIGN INCORPORATED**

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 BERBERICH DESIGN INCORPORATED, an Ohio corporation located at P.O. Box 468, Hill City, SD 57745, hereinafter referred to as "BERBERICH."

**WHEREAS**, BERBERICH has agreed to provide CITY with assisted research, copywriting and design documentation for a replacement sign for the historic trestle at the intersection of US Highways 85 and 385;

**AND WHEREAS**, CITY accepted the proposal from BERBERICH for an amount not to exceed Five Thousand One Hundred and no/100's Dollars (\$5,100.00), for the above work; and

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. BERBERICH shall provide design and coordination services for a new sign to replace the existing trestle sign;
3. BERBERICH shall provide photos and content;
4. BERBERICH shall print the sign on twelve (12) 4 foot by 8 foot aluminum composite panels;
5. Installation of the panels shall be accomplished by another contractor and not BERBERICH;
6. BERBERICH shall substantially complete the project by August 5, 2016 and close the project out by August 26, 2016;
7. All work shall be done in a professional and workmanlike manner;

8. All work will be subject to a final inspection by the Historic Preservation Officer before acceptance;
9. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
10. BERBERICH 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. BERBERICH 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 BERBERICH 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 BERBERICH;
13. CITY shall pay BERBERICH a sum not to exceed Five Thousand One Hundred and no/100's Dollars (\$5,100.00), upon completion of work; and
14. BERBERICH shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

*[signatures and acknowledgments on following page]*

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

# CITY OF DEADWOOD

By Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson  
City Finance Officer

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

## BERBERICH DESIGN INCORPORATED

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared \_\_\_\_\_, \_\_\_\_\_ of BERBERICH DESIGN INCORPORATED 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: \_\_\_\_\_

5-2-16  
8N

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND**  
**ROSENBAUM SIGNS & OUTDOOR ADVERTISING, 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 ROSENBAUM SIGNS & OUTDOOR ADVERTISING, INC., a South Dakota corporation located at 1650 Samco Road, Rapid City, SD, 57702, hereinafter referred to as "ROSENBAUM."

**WHEREAS**, ROSENBAUM has agreed to construct and install signs for Phase II of the Deadwood Vehicular City-wide Wayfinding project in accordance with the Design Intent Documents;

**AND WHEREAS**, CITY accepted the proposal from ROSENBAUM for an amount not to exceed Fifty Thousand and no/100's Dollars (\$50,000.00), for Phase II of the Wayfinding Project.

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. ROSENBAUM shall commence work on this project in accordance with the Notice to Bid;
3. ROSENBAUM shall provide all labor, materials, equipment, supervision, coordination and related incidental needed to furnish fabricate and install the proposed Wayfinding signs;
4. ROSENBAUM shall construct and install wayfinding signs for the following landmarks and/or locations:



- a. Mt. Moriah;
  - b. Sherman Street Parking Lot;
  - c. Pedestrian signage in the Presidential Neighborhood (Ingleside Planning Unit);
5. ROSENBAUM shall have substantial completion by August 5, 2016, with a project close-out of August 26, 2016.
  6. All work shall be done in a professional and workmanlike manner;
  7. All work will be subject to a final inspection by the Deadwood Public Works Department and Historic Preservation Commission before acceptance;
  8. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
  9. ROSENBAUM 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;
  10. ROSENBAUM 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 ROSENBAUM in connection with this agreement or services performed or materials provided pursuant to this contract;
  11. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to ROSENBAUM;
  12. CITY shall pay ROSENBAUM a sum not to exceed Fifty Thousand and no/100's Dollars (\$50,000.00), upon completion of work; and
  13. ROSENBAUM shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

*[signatures and acknowledgments on following page]*

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

CITY OF DEADWOOD

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

ATTEST:

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

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

ROSENBAUM SIGNS & OUTDOOR ADVERTISING, INC.

By: \_\_\_\_\_  
T. Eric Farrar  
Its: President

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared T. Eric Farrar, President of ROSENBAUM SIGNS & OUTDOOR ADVERTISING, 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)

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

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

52-1p  
8.0

**ADDENDUM TO AGREEMENT WITH  
CHAMBERLIN ARCHITECTS DATED OCTOBER 16, 2014**

This addendum to the agreement between the CITY OF DEADWOOD, (hereinafter referred to as "CITY") and Chamberlin Architects, PC (hereinafter referred to as "CHAMBERLIN"), dated October 16, 2014.

WHEREAS, the purpose of this addendum is to modify the terms and conditions of the original agreement between CITY and CHAMBERLIN to provide schematic design services for the Deadwood Lower Main Parking Lot and Welcome Center project; and

WHEREAS, CHAMBERLIN has recommended to the CITY that it assist with the coordination of the exhibit design of Deadwood Welcome Center in order to integrate the building components with the needs of the exhibits; and

WHEREAS, CITY has accepted the proposal from CHAMBERLIN to assist with the coordination of the exhibit design of Deadwood Welcome Center on an hourly basis at CHAMBERLIN's current hourly rates on an as needed basis in a total amount not to exceed of Five Thousand and no/100s Dollars (\$5,000.00), including any required reimbursable expenses; and

WHEREAS, based upon the representations and understanding of each party, CITY and CHAMBERLIN agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CHAMBERLIN shall assist Split Rock Studios with the coordination of the in the exhibit design of the Deadwood Welcome Center to integrate the building components with the needs of the exhibits;
3. This addendum is hereby incorporated into the agreement between CITY and CHAMBERLIN dated October 16, 2014 and both documents constitute the entire agreement

of the parties. There are no other terms, conditions or understandings of any kind, expressed or implied.

4. The remainder of the provisions of the agreement between the parties dated October 16, 2014, shall remain in full force and effect.

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

CITY OF DEADWOOD

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

ATTEST:

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

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

CHAMBERLIN ARCHITECTS , PC

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

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer,  
personally appeared \_\_\_\_\_ as  
\_\_\_\_\_ of CHAMBERLIN ARCHITECTS, PC  
known to me or satisfactorily proven to be the person whose name is subscribed to the within  
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: \_\_\_\_\_

5-2-16  
SP

## STATE OF SOUTH DAKOTA Rental Agreement

Agreement is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the South Dakota School for the Deaf, a state agency, located at 2001 E. 8<sup>th</sup> Street Sioux Falls, SD 57103 (the "TENANT") and City of Deadwood located at 102 Sherman Street Deadwood, SD 57732 (the "LANDLORD").

The TENANT hereby enters into this agreement for services with LANDLORD in consideration of and pursuant to the terms and conditions set forth herein.

1. Rental of premises (office space) located at 3 1/2 Siever Street Deadwood, SD 57732.
2. The TENANT agrees to pay rent the sum of \$250 per month.
3. Rental fee includes utilities, water, sewer, heat, air-conditioning, electricity and a parking spot. TENTANT is responsible for TENANT's own telephone and internet expenses.
4. This Agreement is for July 1, 2016 through June 30, 2017. It may be terminated by either party hereto upon thirty (30) days written notice.
5. The Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
7. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notice shall be given by and to Marjorie Kaiser on behalf of the TENANT, and by Mary Jo Nelson on behalf of the LANDLORD, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

8. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
9. All other prior discussion, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this agreement constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

CONSULTANT

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

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

Marjorie Kaiser, Superintendent

Mary Jo Nelson, Finance Officer

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

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

Name and phone number of contact person in State Agency who can provide additional information regarding this contract: Nancy McKenzie (605) 367-5200.

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

5-2-16  
9A

## MEMORANDUM

---

**Date:** April 27, 2016  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** **84 Van Buren Retaining Wall**

---

The Deadwood Historic Preservation Office is requesting permission to award a contract for construction of a retaining wall at 84 Van Buren.

This office received bids from two contractors (bid tabulation attached). Based on these bids, this office is requesting the City Commission consider awarding the project to R.C.S. Construction at a cost of \$237,000.00. The property owner has agreed to their share of the wall through the Retaining Wall Program.  
(Retaining Wall Program worksheet attached)

**Recommend Motion:** *Move to accept low <sup>Bid</sup>quote from R.C.S. Construction for 84 Van Buren retaining wall for the cost of \$237,000.00 with funding from the Deadwood Historic Preservation and allow Mayor to sign a prepared contract when completed.*

# BID TABULATION

Retaining Wall Projects

Deadwood Historic Preservation Office 4/14/2016 2:00 p.m.  
Deadwood, South Dakota City of Deadwood  
108 Sherman Street

Engineer: Albertson Engineering, Inc. Deadwood, SD 57732

BIDDERS / PLAN HOLDERS →	C.A.I. Construction	R.C.S. Construction
↓ RETAINING WALL PROJECTS ↓		
<b>84 VAN BUREN</b>		
Bid Bond / Security	10%	10%
Addendums Acknowledged / Received		
Base Bid	\$ 250,425.00	\$ 237,000.00
Engineers Estimate: \$218,303		
<b>50 VAN BUREN</b>		
Bid Bond / Security	10%	10%
Addendums Acknowledged / Received		
Base Bid	\$ 180,442.00	\$ 149,000.00
Engineers Estimate: \$103,566		



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

5-216  
9B

## MEMORANDUM

---

**Date:** April 27, 2016  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** **50 Van Buren Retaining Wall**

---

The Deadwood Historic Preservation Office is requesting permission to award a contract for construction of a retaining wall at 50 Van Buren.

This office received bids from two contractors (bid tabulation attached). Based on these bids, this office is requesting the City Commission consider awarding the project to R.C.S. Construction at a cost of \$149,000.00. The property owner has agreed to their share of the wall through the Retaining Wall Program.

(Retaining Wall Program worksheet attached)

**Recommend Motion:** Move to accept low <sup>Bid</sup>quote from R.C.S. Construction for 50 Van Buren retaining wall for the cost of \$149,000.00 with funding from the Deadwood Historic Preservation and allow Mayor to sign a prepared contract when completed.

# BID TABULATION

Retaining Wall Projects  
Deadwood Historic Preservation Office 4/14/2016 2:00 p.m.  
Deadwood, South Dakota City of Deadwood  
Engineer: Albertson Engineering, Inc. 108 Sherman Street  
Deadwood, SD 57732

BIDDERS / PLAN HOLDERS →	C.A.I. Construction	R.C.S. Construction
↓ RETAINING WALL PROJECTS ↓		
84 VAN BUREN		
Bid Bond / Security	10%	10%
Addendums Acknowledged / Received		
Base Bid	\$ 250,425.00	\$ 237,000.00
Engineers Estimate: \$218,303		
50 VAN BUREN		
Bid Bond / Security	10%	10%
Addendums Acknowledged / Received		
Base Bid	\$ 180,442.00	\$ 149,000.00
Engineers Estimate: \$103,566		

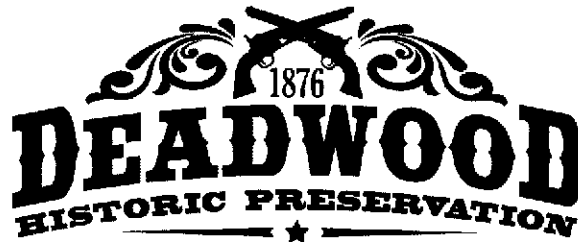
# BID TABULATION

Retaining Wall Projects  
 Deadwood Historic Preservation Office 04/26/2016 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 ↓				
		Mainline Construction, Inc.	R.C.S. Construction	Journey Construction	C.A.I. Construction	Ofstedal Construction, Inc.
Bid Bond / Security		10%	10%	10%	10%	10%
Addendums Acknowledged / Received		X	X	X	X	X
Base Bid		\$ 186,000.00	\$ 177,000.00	\$ 152,700.00	\$ 324,240.00	\$ 387,234.00
Engineers Estimate:	\$192,270.65					

Staff Recommends award of contract to Journey Construction dba Almsworth Benning Construction

5-2-16  
 9C



5-2-16  
11B

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

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

## MEMORANDUM

---

**Date:** April 29, 2016  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Old Charles Street Bridge Inspection

---

Interstate Engineering, Inc. has prepared a proposal for the inspection and load rating of the Old Charles Street Bridge for use as a pedestrian bridge. A Scope of Services is attached.

The Historic Preservation Commission has reviewed the proposal and recommends contracting with Interstate Engineering, Inc. in the amount not to exceed \$6,000.00 for inspection and load rating of the Old Charles Street Bridge.

**Recommend Approval:** Move to approve the proposal from Interstate Engineering, Inc. in the amount not to exceed \$6,000.00 for inspection and load rating of the Old Charles Street Bridge.



**TO:** Kevin Kuchenbecker  
City of Deadwood  
108 Sherman Street  
Deadwood SD 57732

**FROM:** Nick Hoffman, PE - Interstate Engineering, Inc.

**RE:** Quote for inspection and load rating of structure 41-158-162 for use as a pedestrian bridge

April 18, 2016

Per your request, Interstate Engineering has prepared a proposal for the inspection and load rating of Structure 41-158-162 (Charles Street Bridge) for use as a pedestrian bridge.

The OWNER of the project is City of Deadwood. The CONSULTANT of the project is INTERSTATE ENGINEERING.

**SCOPE OF SERVICES:**

1. **Field inspection of the existing structure in accordance with the AASHTO Manual for Bridge Evaluation, Second Edition with the 2011, 2013, 2014, 2015 and 2016 interim revisions.**
  - a. Measure all members and evaluate each member of the structure
  - b. Load rate the structure
  - c. Complete a final report of the load rating and condition of the structure

**CONSIDERATION AND TERMS OF PAYMENT:**

1. Consideration for services performed by CONSULTANT pursuant to this Agreement for the following scope items from work described above:
  - **Scope items inclusive shall be a not to exceed fee of Six Thousand Dollars (\$6,000.00) plus applicable tax.**
  - **Work shall be completed within 90 days of signed agreement.**
2. If additional work is required, that work would be completed on an hourly basis at our standard hourly rates.
3. **Terms of Payment:** The Consultant shall submit an invoice to OWNER for payment of work completed after submittal of final report. The OWNER shall have the authority to review the invoice and approve payment, which shall be made within thirty (30) days after receipt of invoice for services performed and accepted by the OWNER. Amounts unpaid after thirty (30) days shall bear interest as provided by law. Consideration may also be modified by mutual agreement between the OWNER and CONSULTANT.
4. In the event of legislative actions after the Effective Date of Agreement by any level of government that impose taxes, fees or costs on CONSULTANT's services in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees or costs be imposed, they shall be in addition to CONSULTANT's total compensation.



#### **GENERAL PROVISIONS:**

1. Services performed by INTERSTATE ENGINEERING, INC. under this agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities, and remedies with respect to the services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement. To the fullest extent permitted by law, INTERSTATE ENGINEERING, INC. shall not, in any event, be liable to the OWNER for any special, indirect, incidental or consequential damages including, but not limited to, damages from delay, distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power. INTERSTATE ENGINEERING, INC.'s total liability to the OWNER for all claims, losses, damages and expenses resulting or arising in any way from the performing of the Services shall not exceed the total compensation received by INTERSTATE ENGINEERING, INC. under this agreement or the limits of any professional liability insurance maintained by INTERSTATE ENGINEERING, INC., whichever is less. The agreement shall be governed by and interpreted in accordance with the laws of South Dakota.
2. Instruments of Service: All reports as well as original final reproducible drawings, plans, calculations, specifications, studies, software programs, tapes, models, electronic files, notes and memoranda, assembled or prepared by INTERSTATE ENGINEERING, INC., or furnished by INTERSTATE ENGINEERING, INC., in connection with this contract, shall remain the property of INTERSTATE ENGINEERING, INC. and will be transmitted to the OWNER as instruments of service as requested by the OWNER.
3. Reuse of Documents: Any reuse of said documents on any extension of the project or any other project by the OWNER without prior written verification or adaptation by CONSULTANT for the specific purpose intended, shall be at the OWNER's sole risk without liability or legal exposure to INTERSTATE ENGINEERING, INC. The OWNER shall indemnify, defend and hold harmless from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from any such reuse by the OWNER. Any such verification or adaptation shall entitle INTERSTATE ENGINEERING, INC. to further compensation at rates to be agreed upon by the OWNER and INTERSTATE ENGINEERING, INC.
4. Dissemination of Information: INTERSTATE ENGINEERING, INC. shall have the right, but shall not be obligated, to retain copies of documents and to use same for any purpose unless such use can be reasonably expected to cause harm to OWNER or constitute a violation of patent/copyright protection. Copies of said documents shall not be made available by INTERSTATE ENGINEERING, INC. to any individual or organization without the prior written approval of the OWNER except as required as normal incident of completion of the work of INTERSTATE ENGINEERING, INC., unless such documents shall have been previously made public by the OWNER.

The proposal outlined in this letter is valid for thirty (30) days.



**EFFECTIVE DATE OF CONTRACT:**

This contract shall be effective upon execution by the parties.

**ACCEPTANCE:**

We sincerely appreciate the opportunity to work with you on this project. If you concur with the proposal outlined in this Letter of Agreement, please execute the enclosed extra copy and return it to INTERSTATE ENGINEERING, INC. Unless otherwise instructed by you in writing at the time you return the executed copy of this Letter Agreement, INTERSTATE ENGINEERING, INC. will consider the executed Letter of Agreement as our notice to proceed. If you should have any questions, please do not hesitate to contact me.

Accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name Title

I am sending you and electronic copy of this letter for your consideration. If you accept our proposal, please sign two copies and return one signed copy to me.

If you have any questions or comments on this proposal, please contact Jim Parker or myself.

Proposed by,

Interstate Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Nick Hoffman', is written over a horizontal line.

Nick Hoffman, PE  
Office Manager,



		UNIT			
		UNITS	COST	NUMBER	COST
<b>Engineers</b>					
Eng I	hr		\$95.00		\$ -
Eng II	hr		\$130.00	12.0	\$ 1,560.00
Eng III	hr		\$175.00	24.0	\$ 4,200.00
Eng IV	hr		\$185.00	0.5	\$ 92.50
Eng V	hr		\$215.00		\$ -
Total Engineering					\$ 5,852.50
		UNIT			
		UNITS	COST	NUMBER	COST
<b>Surveyors</b>					
Senior Land Surveyor	hr		\$127.00		\$ -
Two Man Survey	hr		\$145.00		\$ -
Land Surveyor	hr		\$115.00		\$ -
GPS Surveyor	hr		\$150.00		\$ -
Party Chief	hr		\$87.00		\$ -
Field Assistant	hr		\$58.00		\$ -
Total Survey					\$ -
		UNIT			
		UNITS	COST	NUMBER	COST
<b>Technicians</b>					
Senior Technician	hr		\$130.00		\$ -
Project Technician	hr		\$97.00		\$ -
Technician	hr		\$87.00		\$ -
Field Assistant	hr		\$58.00		\$ -
Total Technicians					\$ -
		UNIT			
		UNITS	COST	NUMBER	COST
<b>Draftspersons - Clerical - Computer</b>					
Senior Draftsperson	hr		\$100.00		\$ -
Draftsperson	hr		\$87.00		\$ -
Computer Specialist	hr		\$135.00		\$ -
Administrative Assistant	hr		\$63.00	0.5	\$ 31.50
Total Office/Admin					\$ 31.50
		UNIT			
		UNITS	COST	NUMBER	COST
<b>Chargeable Expenses</b>					
Travel Vehicle	mile		\$0.66	40	\$ 26.40
Survey Vehicle	mile		\$0.76		\$ -
ATV	day	\$	75.00		\$ -
Per Diem	day	\$	5.00	2	\$ 10.00
Plans & Specs	LS				\$ -
Total Expenses					\$ 36.40
Total Project					\$ 5,920.40



## REPAIR AND POSTING RECOMMENDATIONS

BRIDGES MAINTAINED BY LOCAL GOVERNMENTS

STRUCTURE NO. 41-158-162 HWY OR STREET Charles St.  
 FA ROUTE NO. \_\_\_\_\_ AGENCY RESPONSIBLE FOR MAINTENANCE City of Deadwood  
 LOCATION Charles St. in Deadwood.  
 BRIDGE DESCRIPTION 68' Pony Truss.

## POSTING RECOMMENDATIONS

1990 3T Gross Limit

## REPAIR, REHABILITATION, AND/OR REPLACEMENT RECOMMENDATIONS

- 1.) Post 3TGN Due to Condition of Truss. Bad Ellis 2-10-90
- 2.) Replace worn deck plank.

THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION IS REQUIRED BY FEDERAL STATUTE TO MAINTAIN AN INVENTORY OF ALL BRIDGES ON ALL PUBLIC TRAVELED ROUTES. THEREFORE, IT IS IMPORTANT THAT COUNTY AND CITY OFFICIALS REPORT ANY CHANGES ON BRIDGES ON THEIR SYSTEM. EXAMPLES OF CHANGES WHICH SHOULD BE REPORTED ARE: REPLACEMENT OF AN EXISTING BRIDGE WITH PIPE OR NEW BRIDGE, SAFETY UPDATES, REHABILITATION OR REPAIR OF AN EXISTING BRIDGE ETC. CHANGES SHOULD BE REPORTED TO: SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION, LOCAL GOVERNMENT ASSISTANCE, PIERRE, SOUTH DAKOTA, 57501.

RECOMMENDATIONS MADE BY William Peters NJ's ENGR. DATE 07/17/92

## REPAIR AND POSTING RECOMMENDATIONS

BRIDGES MAINTAINED BY LOCAL GOVERNMENTS

STRUCTURE NO. 41-158-162 HWY OR STREET CHARLES ST.  
 FR ROUTE NO. \_\_\_\_\_ AGENCY RESPONSIBLE FOR MAINTENANCE CITY OF DEADWOOD  
 LOCATION CHARLES ST DEADWOOD, S.D.  
 BRIDGE DESCRIPTION 68' PONY TRUSS

## POSTING RECOMMENDATIONS

POST BRIDGE FOR 6<sup>T</sup> GROSS WT ~ TYPE 3 BASED ON FLOOR BEAM CAPACITY  
10<sup>T</sup> " " " " 352  
11<sup>T</sup> " " " " 32 1990 3<sup>T</sup> GROSS LIMIT

## REPAIR, REHABILITATION, AND/OR REPLACEMENT RECOMMENDATIONS

- 1) INSTALL BRIDGE CLEARANCE MARKERS
- 2) INSTALL RAIL SYSTEM
- 3) CLEAN & PAINT ALL STEEL

6/86 Same as above but also:

1. make load limitation legible
2. clean dirt, trees, and debris from under bridge, in between pin connections and lower chords.
3. REPAIR damaged verticals
4. adjust carriers so that they are evenly tensioned
5. REPAIR corroded member of chord

Note: Above rating is only if the above structural work is done on the bridge.

## '88 INSPECTION

CONCUR WITH PREVIOUS REPORT & COMPUTATIONS

- 1.) POST 6-10-11 TONS
  - 2.-5.) NO CHANGE
  - 6.) REPAIR EAST BACKWALL
- 07-18-90
- 1.) Replace worn thread Plank
  - 2.) Install Bridge End Markers.
  - 3.) Relieve weight from North side (water main, etc)
  - 4.) clear bearing devices of dirt.
  - 5.) ~~DO~~ POST 3TON DUE TO CONDITION OF TRUSS Brad Ellis 2-10-90

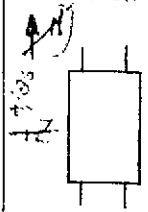
THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION IS REQUIRED BY FEDERAL STATUTE TO MAINTAIN AN INVENTORY OF ALL BRIDGES ON ALL PUBLIC TRAVELED ROUTES. THEREFORE, IT IS IMPORTANT THAT COUNTY AND CITY OFFICIALS REPORT ANY CHANGES ON BRIDGES ON THEIR SYSTEM. EXAMPLES OF CHANGES WHICH SHOULD BE REPORTED ARE: REPLACEMENT OF AN EXISTING BRIDGE WITH PIPE OR NEW BRIDGE, SAFETY UPDATES, REHABILITATION OR REPAIR OF AN EXISTING BRIDGE ETC. CHANGES SHOULD BE REPORTED TO: SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION, LOCAL GOVERNMENT ASSISTANCE, PIERRE, SOUTH DAKOTA, 57501.

RECOMMENDATIONS MADE BY Edward Wayne Rodgers, PE DATE 6/23/83  
Frank E. Ellis 6/1/86  
Don E. ... 8/10/88  
... ...

## BRIDGE INSPECTION REPORT

ORIENTATION  
SKETCH

STRUCTURE NO 41-158-162 MAINT PROJ NO \_\_\_\_\_  
 FEATURE CARRIED CITY STREET COUNTY LAWRENCE  
 FEATURE CROSSED STREAM (WHITEWOOD CREEK)  
 LOCATION CHARLES ST. DEERWOOD, S.D.  
 BRIDGE DESCRIPTION 68' PONY TRUSS 15.8' RAIL-RAIL WIDTH



DATE INSPECTED	INSPECTORS	CREW LEADERS SIGNATURE	TEMPERATURE
05/24/83	E. ROGERS, B. LEBEAU	Edward Wayne Rodgers	65 DEG F
04/10/86	PAUL FELLIS	Paul F. Fellis	50 DEG F
8/2/88	PAULSON	Paul Paulson	85 DEG F
7/18/90	Peterson	Edell Peterson	85 DEG F
7/17/92	Peterson	Edell Peterson	70 DEG F

## DISTRICTS REPAIR RECOMMENDATIONS - ITEM 90

8' S. E. corner and lead to east, for and limit ramp, clear dirt, trees and debris from the approach bridge. Fix vertical members and repair concrete. Also install bridge and maintain.

Post to 3 Ton 1990

## APPROACH - ITEM 65

- |               |  |             |
|---------------|--|-------------|
| 1 ALIGNMENT   | 1) SOUTH APP CREATES A TRAFFIC PROBLEM | 18.4' WIDTH |
| 2 CONDITION   |  |             |
| 3 JOINTS      | 2) S. APP ELEV DOES NOT MATCH WELL     |             |
| 4 GUARD RAILS | BOTH APP POTTED & ROUGH                |             |
| 5 EMBANKMENT  |  |             |
| 6 DRAINAGE    |  |             |
| 7 SIGNING     | 3) NONE                                |             |
| 8             |  |             |
| 9             | 4) NONE                                |             |
| 10            |  |             |
|               | 5) GOOD                                |             |
|               | 6) GOOD                                |             |
|               | 7) NONE                                |             |

4/86 1) Approach to east dangerous at intersection with highway A in curve. Scene of numerous accidents.

4) Highway guardrail on S.E. corner corner has collision damage. City engineer mentioned that 2 cars have ridden over guardrail and up bridge to fall over in creek.

5. Steep drop off S.W. Corner

7. Warning Broadcast (trans); not heavily used

8-2-88

1. Cut into highway curve - Dangerous intersection
2. some holes at each end - East bridge end several inches higher than approach
5. concrete and rock retaining walls - in good condition
7. "Warning Cross Weight 6 Ton" Attached to end posts both ends

7-18-90

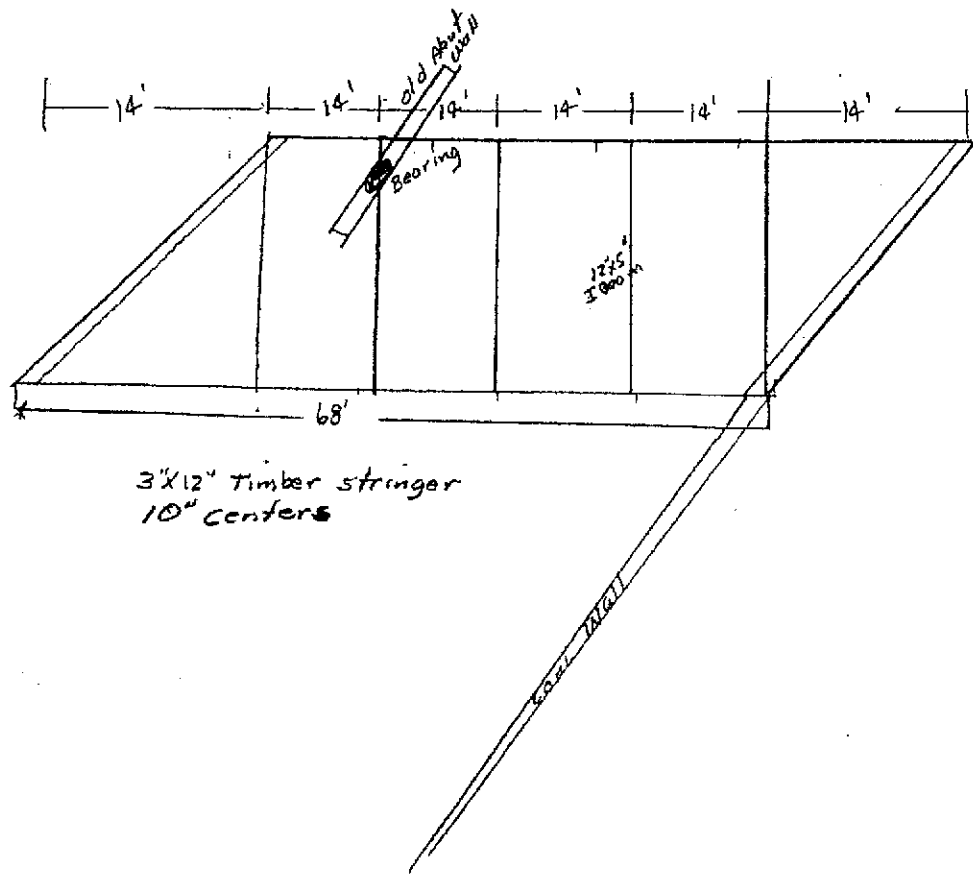
2. Asph. Conc. Rough Graded in wheel tracks, pot holes  
 Remainder same as last inspection

07-17-90 (1-6) No change.

7. Warning Cross Weight 4 Ton.

## SKETCHES

## Pony Truss



## DECK - ITEM 58

1 DECK CONDITION	1) 3"x12" TIMBER PLANK W/ 10-3"x12" TIMBER RUNNER
-A CRACKING	PLANKS - SOME MODERATE WEAR
-B SCALING	
-C SPALLING	2) NONE
-D DELAMINATIONS	
2 OVERLAY	3) NONE
-A TYPE OVERLAY	
-B OVERLAY THICKNESS	4) NONE
-C CONDITION	
3 JOINTS	5) NONE
-A JOINT OPENINGS	
4 DRAINS	6) NONE
5 CURBS AND MEDIAN	
6 SIDEWALKS	7) NONE
7 RAILING	
-A RAILING PAINT	8) NONE
8 LIGHTING	
9 UTILITIES	9) PIPES & CABLES ALONG E. SIDE
10	
11	
12	
13	

4/86) Medium wear with some cracking. Nails exposed, some bent.  
Deck has a twist

8-2-88

1. Longitudinal planking severely worn and uneven - up to 2" of wear at East end
2. 2" of gravel at North 2' along long. planking.
3. None
4. None
5. 1/2 None
7. None
9. Along North Side.

07-18-90

1. Timber deck 3"x12" Truss and 10' wide 3"x12" Longit. worn out, Loose at ends
9. Utilities: water main and 2-2" gas lines North along Truss attached to 5"x12" I Beam stringers Looks to be Loading North side Truss.

07-17-92

1. Timber deck Two Layers, 3"x12" Longit wearing coarse. Worn out Loose at ends
9. Utility, still the same.

## SUPERSTRUCTURE - ITEM 59

1. UNDERSIDE OF DECK 1) GOOD
2. BEARING DEVICES
3. GIRDERS OR BEAMS 2) NONE
- A STIFFENERS
- B WELDS 3A) NONE
- C SPLICES 3B) NONE
4. DIAPHRAGMS 3C) NONE
5. TRUSSES 4) TIMBER BLOCKS - 3/SPAN GOOD
- A MAIN MEMBERS
- B PORTALS
- C BRACING
- D GUSSET PLATES
7. RIVETS OR BOLTS 5A) GOOD
8. WELDS 5B) NONE
9. PAINT 5C) GOOD
10. DRAINAGE SYSTEMS 5D) GOOD
11. UTILITIES
12. REACTION UNDER LOAD 7) GOOD
13. COLLISION DAMAGE
14. 8) NONE
- 15.
- 16.
17. 9) FAIR - PRIMER & RUST SHOWING  
FL. BEAMS HAVE NO PAINT
- 10) NONE
- 11) PIPE & CABLE ALONG E. SIDE
- 12) UNKNOWN
- 13) ULLI DAMAGED

4/86 6.) Flange beam 2 on Northside resting on footings. This causing twist in brace. Tension in lateral braces uneven. U<sub>1</sub> and lower Chord U<sub>2</sub> U<sub>3</sub> clogged with dirt and has a tree growing through it. ENDS OF Portals clogged with dirt and pavement.

Counters are out of adjustment. 3/4" x 2" nails are loaded with the rats base U<sub>1</sub> L<sub>1</sub> South side has collision damage, U<sub>2</sub> L<sub>2</sub> Southside is broken partway through collision damage U<sub>2</sub> L<sub>2</sub>.

U<sub>1</sub> L<sub>1</sub> North side corroded through.  
North Truss twisted.

7.) Fair to poor, primer rust and primer showing

12.) Bridge trembles

13.) dated under 5

8-2-88

1. Good creosote treatment - in good condition
3. North ends of #1, 2 & 3 floor beams resting on concrete also south side of #5 (see picture). ~~beam~~ treated timber stringers - good condition
4. 3 rows / span

5. As described in last inspection
7. most in place and tight
9. Floor beams mostly rusted - trusses in fair condition
11. Appears a gas line runs under stringers between floor beams 4 & 5
12. Moderate vibration
13. As noted in 5 of last inspection

07-18-90

5. Described above in 1986 Report. NO change seen.

07-17-92

1. Under side deck is Timber 3"x12 Looks in good condition
3. Same as described in 1988 Report.
5. Floor Beam 2 on north side resting on one footing, causing twist in truss A.E. corner; Tension in Lateral Bracing uneven. Ends of Portals clogged with dirt. Counters are out of adjustment, U<sub>1</sub> L<sub>1</sub> South side has collision damage, U<sub>2</sub> L<sub>2</sub> and U<sub>3</sub> L<sub>3</sub> have collision damage on north side, have had some repairs U<sub>1</sub> L<sub>1</sub> Corroded.
- (6) Tension member appear normal. (D) Gusset Plates corroded and bent
- 13 Collision damage as noted above.

## SUBSTRUCTURE - ITEM 60

- 1 ABUTMENTS 1A) CONC - GOOD  
 -A WINGWALLS 1B) CONC - GOOD  
 -B BACKWALLS 1C) UNKNOWN  
 -C FOOTINGS  
 2 PIERS OR BENTS 2) NONE  
 -A CAPS  
 -B COLUMNS 3) NONE  
 -C FOOTINGS  
 3 GROUT PADS  
 4 ANCHOR BOLTS 4) NONE  
 5 PILES  
 6 BRACING 5) NONE  
 7 PAINT  
 8 MOVEMENT 6) NONE  
 -A PLUMBNESS  
 -B SETTLEMENT  
 -C HORIZONTAL 7) NONE  
 9  
 10 8) NONE  
 11

4/8/83 1a) South side good N.E. side scaling  
 1b) Heavy scaling - scoured at water line  
 1c)

B-2-88

- 1A. As described Above  
 1B. West in good Condition - East Severely spalled and scaled 8" Deep in places lower 1' mainly.  
 2) None  
 B. None - Appears Stable at this time

07-18-90

1. A & B) Abutments conc. scaled and worn from age and weather, water.  
 Wingwalls same Condition

8. Walls not plumb but have stood this way for years.

07-17-92

No change.

## CHANNEL AND CHANNEL PROTECTION - ITEM 61

- 1 CHANNEL  
 -A ALIGNMENT 1A) FAIR - W. SIDE OF CHANNEL CONC LINED  
 -B VEGETATION 1B) TREES UP & DOWN STREAM  
 -C SCOUR 1C) NONE  
 -D DEBRIS 1D) NONE  
 -E FLOW LINE 1E) NO APPARENT STREAM DEGRADATION  
 2 EMBANKMENT  
 EROSION 2) NONE  
 3 WATERWAY  
 ADEQUACY 3) ADEQUATE  
 4 SPUR DIKES  
 & JETTIES 4) NONE  
 5 WING DAMS  
 6 RIP RAP 5) NONE  
 7  
 8 6) NONE

8-2-88

1. Runs Along the East 1/2  
 B. Heavy Grass and tree cover along banks.  
 C. None  
 D. None  
 2. Moderate at NW corner  
 3. Appears Adequate  
 C. Some washing out at NW Abut. corner.

07-18-90

1. Channel Line with skew of bridge  
 B. Trees Line channel up & down stream, thicker downstream.

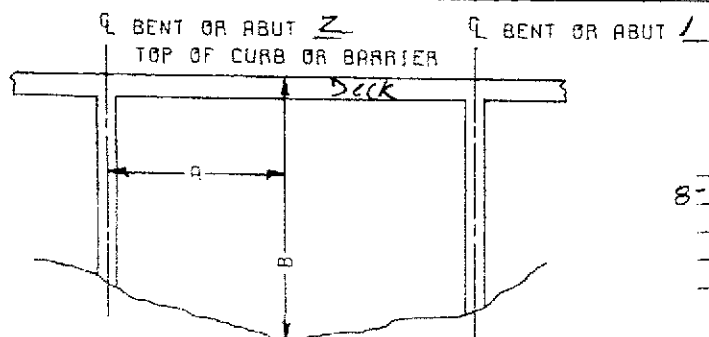
E. Flow Line past covers all of channel, many rocks in channel

2. NO Emb. Erosion

3. Normal to high flow

D. Conc. wall on RT up stream. Road side.

07-17-92 NO changes

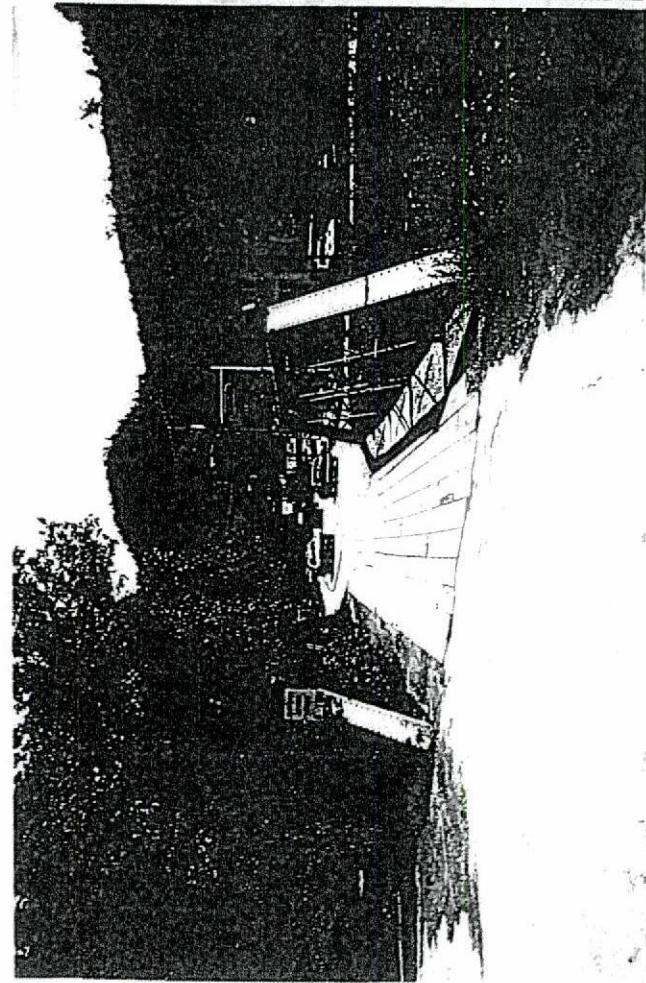


DATE	A	B
4/86	25'	10.8'
8-2/88	25'	11.5'
7/90	25'	11.7'
7/92	25'	11.7'
/		

Water  
 11' Deep  
 1.0 Deep.

ALL MEASUREMENTS SHALL BE TAKEN ON OUTLET SIDE OF STRUCTURE





Approach Facing East

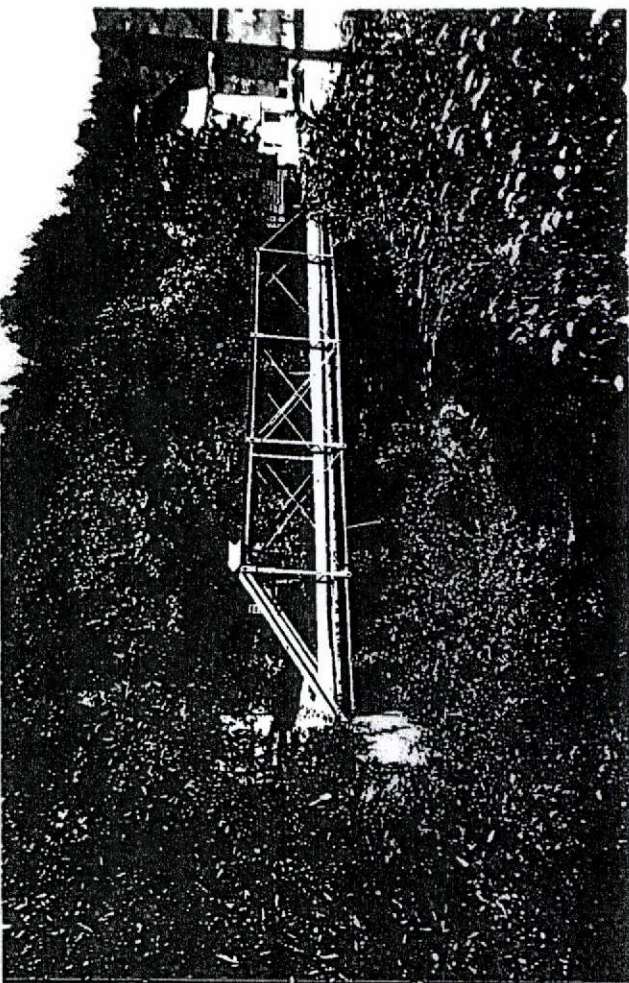


Approach Facing West

41-158-163

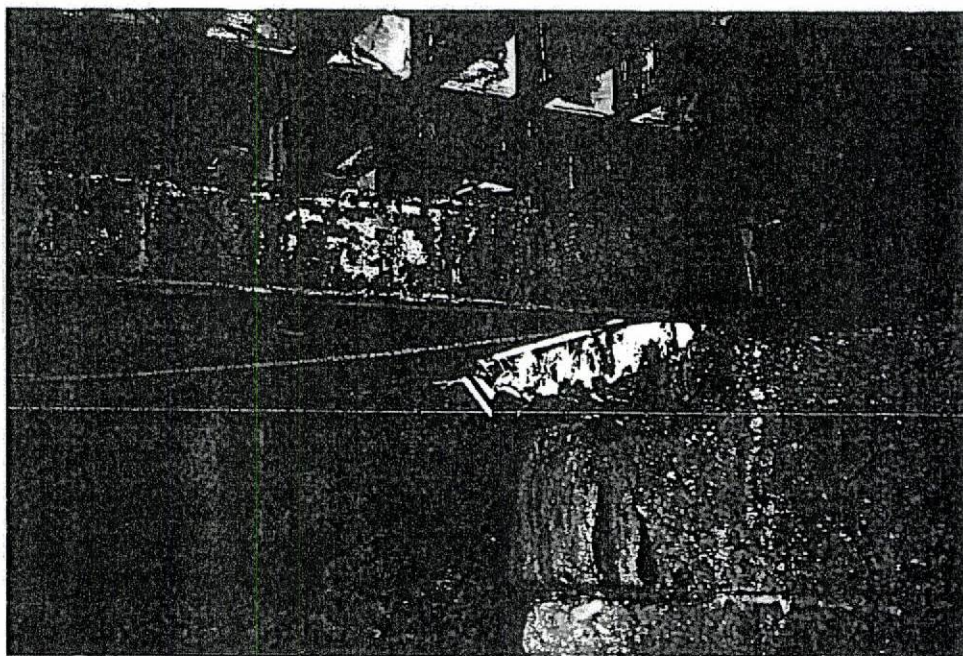


Opening Facing South



Opening Facing North





NW Floor Beams in Concrete

CITY OF  
**DEADWOOD**

**PUBLIC WORKS DEPARTMENT**

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

5-21P  
12A

May 02, 2016

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

From: Ron Green

Subject: Lower Main Welcome Center Project Change Order #2

**SUMMARY**

This is the 2<sup>nd</sup> Change Order request from our General Contractor for the Lower Main Welcome Center Project. This request is for additional work and materials required, due to site conditions that were unknown prior to construction.

An additional 1,284 cubic yards of waste material was hauled off site during the period of 2-26-16 thru 3-9-16. Also, 880.13 tons of replacement engineer fill had to be brought in and installed during the period of 2-26-16 thru 3-18-16.

Unknown conflicts resulted in relocating of the underground snow melt system manifold to a better location and an existing drop inlet that was to remain for the storm sewer system was unable to be salvaged.

This change order has been reviewed by our consultants and they recommend approval. The total cost for this change order is \$49,255.72.

**RECOMMENDATION**

It is my recommendation that the Commission approve Change Order #2 for the amount of \$49,255.72

# CHANGE ORDER

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
FIELD ☐  
OTHER ☐

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

CHANGE ORDER NUMBER: Two (2)

DATE: 4/11/2016

ARCHITECT'S PROJECT NO: 1453

TO CONTRACTOR:

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

CONTRACT FOR: General Construction

CONTRACT DATE: 12/22/2015

The Contract is changed as follows:

CA	Contractor			
PR #	COR #	Description	Action	Amount
	CO#2			
		CO #2 Ainsworth-Benning		
		Item#1-Haul off waste material from 2/26/2016 thru 3/9/2016		\$11,556.00
		Item#2-Engineered fill material from 2/26/2016 thru 3/18/2016		\$27,284.03
		Item#3-Compact on site fill material		<u>\$3,974.69</u>
		Total CO#1	Add	\$42,814.72
PR#4R		Relocate snow melt manifold	Add	\$1,898.00
PR#7R		Replacement of existing drop inlet	Add	<u>\$4,543.00</u>
Total			Add	<u>\$49,255.72</u>

Not valid until signed by the Owner, Architect and Contractor

The original (Contract Sum)(Guaranteed Maximum Price) was .....\$ 6,307,450.00  
Net change by previously authorized Change Orders .....\$ \$88,965.09  
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was .....\$ 6,396,415.09  
The (Contract Sum)(Guaranteed Maximum Price) will be (increased) (decreased)  
(unchanged) by this Change Order in the amount of .....\$ 49,255.72  
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be .....\$ 6,445,670.81  
The Contract Time will be (increased) (decreased) (unchanged) by ( ) calendar days.  
The date of Substantial Completion as of the date of this Change Order therefore is TBD

ARCHITECT  
Chamberlin Architects

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

CONTRACTOR  
Ainsworth-Benning Construction Inc

Address  
345 Industrial Dr.  
Spearfish, SD 57783

OWNER  
City of Deadwood

Address  
102 Sherman St.  
Deadwood, SD 57732

BY

BY

BY

DATE

DATE

DATE

4/11/16

4-14-16



March 25, 2016

Deadwood Welcome Center

**Change Order #2**

Item 1 – Haul off waste material from 02/26/16 thru 03/09/16

1,284 cy at \$9.00 = \$11,556.00

Item 2 – Engineered fill material from 02/26/16 thru 03/18/16

880.13 tons at \$31.00 = \$27,284.03

Item 3 – Compact on site material at over-excavation

283.30 cy at \$14.03 = \$3,974.69

**Total for Change Order #2 = \$42,814.72**

Respectfully,

A handwritten signature in black ink, appearing to read 'Leigh Moser', is written over a horizontal line. The signature is fluid and cursive.

Leigh Moser – Senior Project Manager

---

345 INDUSTRIAL DRIVE | SPEARFISH | SOUTH DAKOTA 57783

TELEPHONE 605.642.4716 FAX 605.642.7887

WEB [ainsworthbenning.com](http://ainsworthbenning.com)

**AINSWORTH/BENNING CONSTRUCTION, INC.**

Box 40 / 345 Industrial Drive / Spearfish, South Dakota 57783

Telephone: (605) 642-4716 / Fax: (605) 642-7887

TO: Chamberlin Architects  
725 St Joseph St Ste.B1  
Rapid City S.D 57701  
ATTN: John Lushbough

REVISED

LETTING DATE:  
PROPOSAL DATE: March 9 2016  
PROJECT NAME: Deadwood Welcome Center  
PROJECT NO.:  
LOCATION: Deadwood S.D  
ARCHITECT: Chamberlin Architects

Please note the following terms of this quote:

NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT COST	EXTENDED COST
RFP # 7	Replace drop inlet and cmp at Station 8+17	1	\$4,543.00	\$4,543.00
TOTAL=>				\$4,543.00

NOTE: This proposal may be withdrawn if not accepted within 30 calendar days.

Respectfully submitted,  
Ainsworth-Benning Construction, Inc.



Leigh Moser  
Project Manager

**AINSWORTH/BENNING CONSTRUCTION, INC.**

Box 40 / 345 Industrial Drive / Spearfish, South Dakota 57783

Telephone: (605)642-4716 / Fax: (605) 642-7887

TO: Chamberlin Architects  
725 St Joseph St Ste.B1  
Rapid City S.D 57701  
ATTN: John Lushbough

REVISED

LETTING DATE:  
PROPOSAL DATE: March 22 2016  
PROJECT NAME: Deadwood Welcome Center  
PROJECT NO.:  
LOCATION: Deadwood S.D  
ARCHITECT: Chamberlin Architects

Please note the following terms of this quote:

NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT COST	EXTENDED COST
RFP # 4	Snowmelt Manifold	1	\$1,898.00	\$1,898.00
TOTAL=>				\$1,898.00

NOTE: This proposal may be withdrawn if not accepted within 30 calendar days.

Respectfully submitted,  
Ainsworth-Benning Construction, Inc.

  
Leigh Meser  
Project Manager

CITY OF  
**DEADWOOD**  
PUBLIC WORKS DEPARTMENT

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

52-16  
12B

May 02, 2016

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

From: Ron Green

Subject: Highway 85 Utility Relocation Project Change Orders #6, 7 and 8

**SUMMARY**

These change orders are for work completed on the Utility Relocation Project, part of the Highway 85 Reconstruction Project. Included is work required due to unknown conditions near the Super 8 Motel, and relocation of two water curb stops near Southside Oil Station.

Near the Super 8 Motel it was discovered that the existing routing of the City's service to the Motel was in conflict with the new storm sewer being installed as part of the highway project. It was also determined the sizing of the service was inadequate. To rectify these issues, work was performed as outlined in COs #7 and 8. Additionally, a 2-inch service was added for the new building at the Gateway Park as part of CO #7.

The relocation of the two water curb stops near Southside Oil Station was done to prevent the curb stops from being in the new gutter line, which was changed as part of the highway reconstruction project.

The cost for these three change orders is:

CO #6 \$2,124.16

CO #7 \$1,856.50

CO #8 \$2,916.71

Total \$6,897.37

**RECOMMENDATION**

It is my recommendation that the Commission approve Change Orders #6, 7 and 8 for the amount of \$6,897.37





Design Redefined

600 Kansas City St  
Rapid City, SD 57701

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

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

Architecture  
Engineering  
Planning

12/11/2015

Ron Green  
City of Deadwood Public Works Director  
102 Sherman St.  
Deadwood, SD 57732

Re: City of Deadwood Utility Relocation  
TSP Project #03120821 PCN C03D  
CCO #6

Dear Ron:

Enclosed is a copy of the Contractor's breakdown of costs for CCO#6.

This change involved moving curb stops at 67+69R and 67+62R. These curb stops fell in the gutter line of the SDDOT curb & gutter and were moved to beyond the curb and gutter into the approach pavement for the Southside Service Station.

The breakdown indicates the Contractor's total cost for these changes is \$2124.16 or \$1,062.08 per curb stop. The Contractor has indicated that when excavating for moving of these curb stops, the Contractor determined that the existing curb stops and boxes were not salvageable, so both the curb stops and curb boxes were replaced. The Contractor used 10 l.f. of 1" copper pipe for moving these curb stops.

If the work were to be done at Contract unit prices, the Contractor's contract unit price for "1" Curb Stop & Box" is \$716.36/each for a total of \$1,432.72. The Contractor's unit price for "1" Copper Pipe" is \$84.76/l.f. for a total of \$847.60 for 10 l.f. At Contract unit prices the combined total for the curb stops, boxes, and 1" copper pipe would be \$2,280.32, which is slightly more than the Contractor's price for this change.

Considering this information, we feel that the Contractor's price for this change is acceptable.

Please contact us if you have any questions.

Sincerely,  
TSP Inc.

Don Wrede, P.E.

DCW/dcw  
Enc.  
cc: Bob Morcom

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



**OFTEDAL**

CONSTRUCTION, INC.

EMPLOYEE OWNED • EMPLOYEE BUILT

December 7th, 2015

Don Wrede  
TSP  
600 Kansas City St.  
Rapid City, SD 57701

RE: No. 03120821 PCN X03D  
Deadwood Utilities Hwy 85  
Lawrence County  
Relocate 2 curb stops Sta 67+69R&67+72R

Dear Mr. Wrede,

Attached are invoices for the extra work on the above referenced project.

Relocate 2ea curb stops Sta 67+69R & 67+72R

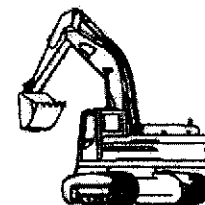
Subcontractor Total = \$1,931.05  
Markup 10% = \$193.11  
Total = \$2,124.16

Let me know if you have any questions.

Respectfully  
Oftedal Construction, Inc.

Chris Audiss  
Project Manager/Estimator  
307-267-4044  
[caudiss@oftedalconstruction.com](mailto:caudiss@oftedalconstruction.com)

# MAINLINE CONTRACTING



P.O. Box 3448  
Rapid City, SD 57709

(605) 348-7068  
FAX (605) 348-8456

## Contract Change Order No. ~~10~~ 6

Date: 9/17/2015  
Attn: Chris Audiss  
Oftedal Construction, Inc.  
PO Box 400  
Miles City, MT 59301  
Project: No. 03120821 PCN X03D, Deadwood Utilities  
Description: Relocate two curb stops at Sta.67+69R & 67+72R out of the new concrete curb line.  
Days Requested: We request an additional .75 working days to perform this work.  
Exclusions: All exclusions in the current contract

Materials:	Description	Qty	Unit	Price	Extended
	Type 1 Bedding	1	Ton	\$22.00	\$22.00
	1" Copper Pipe	10	LF	\$6.96	\$69.60
	1" Compression Couplings	2	EA	\$35.60	\$71.20
	1" Curb Stop	2	EA	\$101.70	\$203.40
	1" Curb Box	2	EA	\$75.30	\$150.60
				Total Cost:	\$162.80
				Use Tax:	\$9.77
				A/O Costs:	\$25.89
				<b>Total for Materials:</b>	<b>\$198.45</b>

Labor:	Description	Qty	Unit	Price	Extended
	Pipe Layer	8	HR	\$24.96	\$199.68
	Laborer	8	HR	\$22.65	\$181.20
	Foreman	8	HR	\$55.14	\$441.12
				Total Cost:	\$822.00
				Insurance:	\$82.20
				A/O Costs:	\$123.30
				<b>Total for Labor:</b>	<b>\$1,027.50</b>
				Sub-Total for Labor, Materials:	\$1,225.95
				Profit:	\$122.60
				<b>Total for Labor and Materials:</b>	<b>\$1,348.55</b>

Equipment:	Description	Qty	Unit	Price	Extended
	Pickup	8	HR	\$11.50	\$92.00
	Cat 305 Excavator	6	HR	\$75.00	\$450.00
	Jumping Jack Compactor	3	HR	\$13.50	\$40.50
				<b>Total for Equipment:</b>	<b>\$582.50</b>

Thank You,  
*Ty Pivonka*  
Ty Pivonka, Project Manager.

**Total:** \$1,931.05  
**Price Per Each:** \$965.52



600 Kansas City St  
Rapid City, SD 57701

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

teamtsp.com

Architecture  
Engineering  
Planning

4/26/2016

Ron Green  
City of Deadwood Public Works Director  
102 Sherman St.  
Deadwood, SD 57732

Re: City of Deadwood Utility Relocation  
TSP Project #03120821 PCN C03D  
CCO #7

Dear Ron:

Enclosed is a copy of the Contractor's breakdown of costs for CCO#7.

This change involved the addition of 2" curb stops and boxes at Sta. 56+50 for the Super 8 Motel and at 14+41 for the Gateway bathroom building. The item "2" Curb Stop and Box" was not included as a bid item in the Contract.

The breakdown indicates the Contractor's total cost per 2" Curb Stop and Box is \$928.25. As a comparison, the Contractor's Contract Unit Price for "1" Curb Stop and Box" is \$716.36

Considering this information, we feel that the Contractor's price for this change is acceptable.

Please contact us if you have any questions.

Sincerely,  
TSP Inc.

A handwritten signature in black ink, appearing to read 'Don Wrede'.

Don Wrede, P.E.

DCW/dcw  
Enc.  
cc: Bob Morcom

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



**OFTEDAL**  
CONSTRUCTION, INC.  
EMPLOYEE OWNED • EMPLOYEE BUILT

April 12th, 2015

Don Wrede  
TSP  
600 Kansas City St.  
Rapid City, SD 57701

RE: No. 03120821 PCN X03D  
Deadwood Utilities Hwy 85  
Lawrence County  
Adding 2" Curb stops & boxes Sta 56+50 & 14+41 CCO #7  
~~Locate & Abandon Existing Super 8 Water Service~~

Dear Mr. Wrede,

Attached are invoices for the extra work on the above referenced project.

Adding 2" Curb Stop Sta 56+50 & 14+41

Subcontractor Total = \$1,690.45  
Markup 10% = \$169.05  
Total = \$1,859.50

~~Locate & Abandon Existing Super 8 Water Service~~

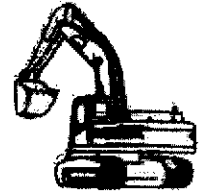
~~Subcontractor Total = \$2,651.55  
Markup 10% = \$265.16  
Total = \$2,916.71~~

Let me know if you have any questions.

Respectfully  
Oftedal Construction, Inc.

Chris Audiss  
Project Manager/Estimator  
307-267-4044  
[caudiss@oftedalconstruction.com](mailto:caudiss@oftedalconstruction.com)

# MAINLINE CONTRACTING



P.O. Box 3448  
Rapid City, SD 57709

(605) 348-7068  
FAX (605) 348-8456

## Contract Change Order No. 7

Date: 3/22/2016  
Attn: Chris Audiss  
Oftedal Construction, Inc.  
PO Box 400  
Miles City, MT 59301  
Project: No. 03120821 PCN X03D, Deadwood Utilities  
Description: Add 2" Curb Stops & Curb Stop Boxes, Sta. 56+50 & 14+41  
Days Requested: We request an additional .25 working days to perform this work.  
Exclusions: All exclusions in the current contract

Materials:	Description	Qty	Unit	Price	Extended
	2" Curb Stop	2	EA	\$349.19	\$698.38
	2" Curb Box	2	EA	\$124.33	\$248.66
				Total Cost:	\$947.04
				Use Tax:	\$56.82
				A/O Costs:	\$150.58
				Total for Materials:	\$1,154.44

Labor:	Description	Qty	Unit	Price	Extended
	Pipe Layer	2	HR	\$24.96	\$49.92
	Laborer	2	HR	\$22.65	\$45.30
	Foreman	2	HR	\$55.14	\$110.28
				Total Cost:	\$205.50
				Insurance:	\$20.55
				A/O Costs:	\$30.83
				Total for Labor:	\$256.88
				Sub-Total for Labor, Materials:	\$1,411.32
				Profit:	\$141.13
				Total for Labor and Materials:	\$1,552.45

Equipment:	Description	Qty	Unit	Price	Extended
	Pickup	2	HR	\$11.50	\$23.00
	Cat 312 Excavator	1	HR	\$88.00	\$88.00
	Jumping Jack Compactor	2	HR	\$13.50	\$27.00
				Total for Equipment:	\$138.00

Thank you  
*[Signature]*  
Ty J. Pivonka, Project Manager.

Total: \$1,690.45  
Price Per Each: \$845.22



Design Redefined

600 Kansas City St  
Rapid City, SD 57701

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

teamtsp.com

Architecture  
Engineering  
Planning

4/26/2016

Ron Green  
City of Deadwood Public Works Director  
102 Sherman St.  
Deadwood, SD 57732

Re: City of Deadwood Utility Relocation  
TSP Project #03120821 PCN C03D  
CCO #8

Dear Ron:

Enclosed is a copy of the Contractor's breakdown of costs for CCO#8.

This change involved the abandonment of the existing Super 8 Motel domestic water service at Sta. 56+72.00. The project plans called for insulation of this service from the water main to the curb stop. However, upon excavation, the Contractor did not find the service at the location indicated on the drawings. The Contractor performed additional excavation and found that the service consisted of 3 - 1" copper water service taps on the side of the main opposite the Super 8 Motel. These 3 - 1" copper services then looped around to the south and crossed over the main to turn in the direction of the Super 8 Motel. These 3 - 1" services then transitioned to 1 - 2" steel service via a manifold. The steel service was cased in a steel casing under the street.

Along with time spent trying to ascertain the configuration of the service, the Contractor had to excavate to the 3 corporation stops, turn off these corporation stops, and then cut and crimp these services prior to abandonment and backfilling. The Contractor's documentation indicates that the crew spent a day performing this work. I was on site most of that day and confirm that the Contractor's claim of time spent appears accurate. The Contractor is requesting an amount of \$2,916.71 for this additional work.

Considering this information, we feel that the Contractor's price for this change is acceptable.

Please contact us if you have any questions.

Sincerely,  
TSP Inc.

Don Wrede, P.E.

DCW/dcw

Enc.

cc: Bob Morcom

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



**OFTEDAL**  
CONSTRUCTION, INC.  
EMPLOYEE OWNED • EMPLOYEE BUILT

April 12th, 2015

Don Wrede  
TSP  
600 Kansas City St.  
Rapid City, SD 57701

RE: No. 03120821 PCN X03D  
Deadwood Utilities Hwy 85  
Lawrence County  
~~Adding 2" Curb stops & boxes Sta 55+50 & 14+41~~  
Locate & Abandon Existing Super 8 Water Service CCO #8

Dear Mr. Wrede,

Attached are invoices for the extra work on the above referenced project.

~~Adding 2" Curb Stop Sta 55+50 & 14+41~~

~~Subcontractor Total = \$1,690.45  
Markup 10% = \$169.05  
Total = \$1,859.50~~

Locate & Abandon Existing Super 8 Water Service

Subcontractor Total = \$2,651.55  
Markup 10% = \$265.16  
Total = \$2,916.71

Let me know if you have any questions.

Respectfully  
Oftedal Construction, Inc.

Chris Audiss  
Project Manager/Estimator  
307-267-4044  
[caudiss@oftedalconstruction.com](mailto:caudiss@oftedalconstruction.com)



# MAINLINE CONTRACTING



P.O. Box 3448  
Rapid City, SD 57709

Contract Change Order No. 8

(605) 348-7088  
FAX (605) 348-8456

Date: 3/22/2016  
Attn: Chris Audiss  
Oftedal Construction, Inc.  
PO Box 400  
Miles City, MT 59301  
Project: No. 03120821 PCN X03D. Deadwood Utilities  
Description: Locate & Abandon Existing Super 8 Hotel Water Service  
Days Requested: We request an additional 1 working days to perform this work.  
Exclusions: All exclusions in the current contract

Description	Qty	Unit	Price	Extended
Type 1 Bedding	5	Ton	\$22.00	\$110.00
			Total Cost:	\$110.00
			Use Tax:	\$6.60
			A/O Costs:	\$17.49
			Total for Materials:	\$134.09

Description	Qty	Unit	Price	Extended
Pipe Layer	8	HR	\$24.96	\$199.68
Operator	8	HR	\$29.25	\$234.00
Laborer	8	HR	\$22.65	\$181.20
Operator	8	HR	\$28.55	\$228.40
Foreman	8	HR	\$55.14	\$441.12
			Total Cost:	\$1,284.40
			Insurance:	\$128.44
			A/O Costs:	\$192.66
			Total for Labor:	\$1,605.50
			Sub-Total for Labor, Materials:	\$1,739.59
			Profit:	\$173.96
			Total for Labor and Materials:	\$1,913.55

Description	Qty	Unit	Price	Extended
Pickup	8	HR	\$11.50	\$92.00
Cat 312 Excavator	4	HR	\$88.00	\$352.00
Cat 330 Excavator	2	HR	\$120.00	\$240.00
Jumping Jack Compactor	4	HR	\$13.50	\$54.00
			Total for Equipment:	\$738.00

Thank You,  
  
Ty J. Pienka, Project Manager.

Total: \$2,651.55

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

5-2-16  
12D

## MEMORANDUM

---

**Date:** April 29, 2016  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Wild Bill Bar Sign

---

On April 13, 2016, Matt Steiner, representing the ownership group at 610 Main Street, formally requested the Deadwood Historic Preservation Commission consider purchasing the Wild Bill Bar Sign currently located at 610 Main Street. This request was continued by the commission to have staff put together additional historical information on the sign and garner a formal appraisal of the sign to determine value.

At the request of the Historic Preservation Commission, contact was made with a certified appraiser. Staff has had communication with James O. Aplan with Antiques and Art in Piedmont, South Dakota regarding a formal appraisal of the sign. Mr. Aplan did agree with staff's opinion in the sign would probably be valued from \$15,000 to \$25,000 if not more.

Also, at the request of the Historic Preservation Commission, staff has met with the Rick and Margi Olesen, proprietors of the Wild Bill Bar and Matt Steiner, owner of the sign in question.

Mr. Steiner is requesting \$13,500 for the purchase of the sign. We also have a quote from Northern Hills Neon and Signs for \$450.00 to remove the sign. It is estimated it would cost approximately another \$500.00 to install the sign at a new location.

Rick and Margi Olesen are interested in having the sign reinstalled on their building, home of the Wild Bill Bar, and are willing to lease to own from the City of Deadwood at a rate of \$1,500 per year for 10 years. After the term of the lease-purchase, the Olesen's would provide the Deadwood Historic Preservation Commission a conservation easement to protect the sign in perpetuity.

This Historic Preservation Commission recommends purchasing the Wild Bill Bar sign in the amount of \$13,500 from Mr. Steiner and enter into a lease to own agreement with Rick and Margi Olesen at a rate of \$1,500 per year for 10 years with a lease purchase easement to protect the sign in perpetuity.

**Recommended Motion:** Move to approve the purchase of the Wild Bill Bar sign in the amount of \$13,500 from Mr. Steiner and enter into a lease to own agreement with Rick and Margi Olesen at a rate of \$1,500 per year for 10 years with a lease purchase easement to protect the sign in perpetuity.

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



5-2-16  
12E  
KEVIN KUCHENBECKER  
Historic Preservation Officer  
Telephone: (605) 578-2082  
Fax: (605) 578-2084  
[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

## MEMORANDUM

---

**Date:** April 29, 2016  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Experience LAB

---

The Deadwood Chamber of Commerce and Deadwood History, Inc. would like to attend an Experience LAB workshop in Minneapolis, MN on October 17 – 19, 2016. While attending the American Bus Association (ABA) and National Tour Association (NTA) – the associations for professional tour operators – marketplaces this year, Dawn Burns learned tour operators are looking for experiential tours, rather than just sightseeing. More than a travel trend, experiential tourism encourages visitors to engage the senses with memorable, hands-on experiences. Deadwood needs to develop engaging experiential options for our visitors, especially the bus tour demographic, to aid in creating additional multiple night stays in Deadwood.

The Experience Lab will provide Destination Marketing Executives and Travel Suppliers with a framework of actionable strategies and tools to engineer experiential tourism products. It is a hands-on learning experience in Minneapolis, Minnesota designed to showcase the successful implementation of the Experience Formula with Meet Minneapolis, Visit St. Paul, The Mall of America and their travel partners.

Experience Lab will provide the tools for the conference attendees to come back to Deadwood and train Deadwood chamber staff, historic attractions and local hotels and businesses how to incorporate these experiences for bus tour groups and visitors alike. The cost to send 4 delegates, made up of representatives from HPC, Deadwood Chamber (2), and Deadwood History, would be in the amount of \$1,499 per participant for registration fees for a total of \$5,996. A copy of the registration information is included.

This Historic Preservation Commission recommends approval of four participants attending the conference on October 17-19, 2016 for a total of \$5,996.

**Recommend Motion:** *Move to approve the registration fees of \$1,499 for four participants to attend for a total of \$5,996 to attend the conference on October 17 – 19, 2016. Participants to pay for transportation, hotel and meals.*

**Benefits:**

- Discover the Experience Formula to engineer innovative new tourism experiences
- Gain insight into how Meet Minneapolis, Visit St. Paul and The Mall of America successfully created Experiential Destinations
- Experience unique products firsthand through a series of mobile workshops
- Go behind the scenes with DMOs and Twin Cities travel suppliers to hear how they engineered new experiences
- Learn the elements of the experiential development process including: design, story development, scripting and staging

**The Lab includes:**

- Presentations and learning sessions
- Panel discussions by DMOs & travel suppliers
- Mobile workshop experiences
- 6 Meals: 2 breakfasts, 3 lunches, 1 dinner
- All mobile workshop transportation
- Networking and learning to apply to your destination or company

**What's in your snow globe?**

Imagine transforming your visitors into advocates and ambassadors based on the experiences in your destination? Attend The Experience Lab, a unique hands-on workshop designed for Destination Marketing Executives and Travel Suppliers to engineer new offerings and transform visitor experience.

Early booking rates through May 31, 2016: \$1,499; through July 15, 2016: \$1,699; through August 15, 2016: \$1,799.

**Minneapolis, Minnesota****October 17-19, 2016****Lab Schedule**

\*

**Day 1 • Monday, October 17, 2016**

8:30 a.m. Kick-off and Welcome Meet Minneapolis

Opening Session: Experiential Tourism, Driving Economic Development

11:00 a.m. Midtown Global Market — Tour & Lunch

2:00 p.m. FOCl Glass Demonstration/Workshop

4:30 p.m. Presentation: Building Brand Equity with Experiential Development

7:30 p.m. Brave New Workshop Improv

**Day 2 · Tuesday, October 18, 2016**

8:00 a.m. Breakfast at American Swedish Institute

9:00 a.m. Swedish Sensibilities of Art, Craft & Design

11:30 a.m. Presentation: Stories, Scripting and Staging Experiences

12:30 p.m. Lunch at Hotel

2:30 p.m. Highlights Tour at Minneapolis Institute of Arts

4:30 p.m. Treasures of Fort Snelling or Mall of America Excursion

6:30 p.m. Vom Fass Experience – Dinner at Mall of America

**Day 3 · Wednesday, October 19, 2016**

7:00 a.m. Breakfast at Hotel

8:30 a.m. Como Zoo Experience

11:30 a.m. Panel Discussions:

- DMOs, Engineering Experiences for Destinations

- Twin Cities Travel Partners — The Nuts and Bolts of the Experiential Process

1:00 p.m. Lunch at Hotel

2:30 p.m. Presentation: Implementing Experiential Development

4:00 p.m. Next Steps & Wrap Up

\*Dates and times may be subject to change.

Early Booking Rates will be available through August 2016.

5-2-16  
BCL

**ORDINANCE NUMBER 1244**

**AN ORDINANCE AMENDING CHAPTER 2.04 MAYOR AND BOARD OF COMMISSIONERS**

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER 2.04 AS FOLLOWS:

**2.04.015 Campaign Finance Requirements.**

Any printed material or communication made, purchased, paid for, or authorized by an individual, group, a candidate, political committee, or political party which expressly advocates for or against a candidate, public office holder, ballot question, or political party shall prominently display or clearly speak the statement: "Paid for by (name of individual, group candidate, political committee, or political party)."

Dated this 28th day of April, 2016

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

Published: May 3, 2016