

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA  
5:00 p.m. April 4, 2016

Public comments are welcomed, but no action can be taken by the Commission on comments received at this meeting. Anyone wishing to have the Commission vote on an item should call the Finance Office at 578-2600 by 11:00 a.m. on the Friday preceding the next scheduled meeting to be placed on the agenda.

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES AND BOARD OF ADJUSTMENT MINUTES OF March 21, 2016**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**
  - A. Kate Kelley-Proclamation to make April 28 Northern Hills Area CASA day in the City of Deadwood
  - B. Neighborworks requests permission to use city park for Treasures, Trash and Cash on Saturday, June 18, 2016.
  - C. Ken Geinger-Deadwood Revitalization request to allow portable parklets on Main Street, allowing alcoholic beverages to be consumed on sidewalk, walkway or right of way abutting the licensed premises.
6. **CONSENT AGENDA**

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

  - A. Permission for Mayor to sign Permanent Utility Easement and Temporary Construction Easement with Richard Boyle in order to install a fire hydrant in Peck's Garden subdivision
  - B. Allow Mary Jo Nelson to attend Workers Comp Trustee NLC Conference in San Antonio from May 4-6 at no cost to city.
  - C. Allow Finance Officer to contract with Ketel Thorstenson to perform agreed upon procedures in regard to Neighborworks Revolving Loan administration at cost not to exceed \$5,300.00, to be paid from Revolving Loan Fund.
  - D. Accept resignations from Rec Center employee, Nicole Diedrich effective March 1, 2016, Public Buildings employee, Denise Trehwella effective March 22, 2016 and Historic Preservation intern, Blu Gay effective March 31, 2016
  - E. Permission for Mayor to sign Loan Agreement between city and Devils Tower, Jewel Cave and Mt. Rushmore National Park for baseball traveling exhibit from April 5, 2016 to December 31, 2016.

- F. Permission for Mayor to sign the following agreements in conjunction with Days of '76 Museum project: Action Mechanical LLC, Freeman's Electric Service Inc., and Stretch's Inc. (approved on March 21, 2016)
- G. Permission to contract with Berberich Designs for Phase II of Wayfinding project at cost of \$5,975.00 (budgeted)
- H. Resolution 2016-09 In Support of Application to Occupy SD Department of Transportation Highway Right of Way for Days of '76 parade July 29 and 30, 2016
- I. Allow use of Sherman Street lot from 8:00 a.m. to 11:00 a.m. on May 17 and 18, 2016 for Lead-Deadwood School District 4th and 5<sup>th</sup> Grade Triathlon
- J. Permission to hire the following in the Police Department effective April 5, 2016: part time certified officer Cory Schaffer at \$19.53 per hour, Caroline Landiss, Lance Palmer, and Jameson Tebben as reserve officers at \$11.83 per hour.

**7. BID ITEMS**

- A. Set bid opening for Fremont Street retaining wall on April 26, 2016 at 2:00 p.m.

**8. PUBLIC HEARINGS**

- A. Set public hearing on April 18 for Northern Hills Community Band: Street closure on July 28 from 6:15 p.m. to 7:45 p.m. and use of portico at History Interpretive Center on July 30 from noon to 1:00 p.m.
- B. Set public hearing on April 18, 2016 for Retail (on-off sale) Malt Beverage License (RB-2416), and Retail (on-off sale) Wine License (RW-6646) transfer from Dwd Inc. & Gamblers Gulch to DGS LLC dba Deadwood Gulch Saloon at 560 Main Street
- C. Set public hearing April 18 for Cinco De Mayo activities: street closure, waiver of banner and vending fees on May 7.
- D. Set public hearing on April 18 for Legends Ride: street closure, waiver of banner fees on August 8.
- E. Set public hearing on April 18 for Motorcycle Parking: parking on Main Street and in Interpretive Lot July 31 through August 14.
- F. Set public hearing on April 18 for Kool Deadwood Nites activities: street closure August 24 through August 28, open container in Zones 1 and 2 on August 25, 26 and 27, waiver of banner and vending fees for the following non-profits: Deadwood Chamber and American Legion August 25 through August 28, use of Interpretive Lot on August 25, use of Event Complex August 27 and 28.
- G. Set public hearing on April 18 for Mustang Rally Event: street closure September 1.
- H. Set public hearing on April 18 for CHVA Event: street closure September 12.
- I. Set public hearing on April 18 for Days of '76 Events: waiver of vending fee July 26 through July 30, use of the Event Complex July 20 through August 5, street closure July 29 and July 30, open container July 23 through July 30 and special liquor license July 26 through July 30.

- J. Set public hearing on April 18 for Days of '76 Steer Roping Event: waiver of vending fee August 21 through August 23, use of the Event Complex August 20 through August 24, open container and special liquor license August 21 through August 23.

**9. OLD BUSINESS**

**10. NEW BUSINESS**

- A. Approve quote with Custom Décor Masonry to provide interpretation at Powerhouse Park in the amount of \$19,346.63,
- B. Permission to contract with Split Rock Studios at cost of \$35,560.00 for three phases of overall project to design displays at Deadwood Welcome Center
- C. Second Reading of Supplemental Budget Ordinance #1243
- D. Allow Mayor to sign addendum to Agreement with FMG Inc. dated December 28, 2015 to conduct additional construction testing at Lower Main with an additional amount of \$5,000.00, total contract not to exceed \$23,208.00, to be paid from Lower Main Capital Project Fund.
- E. Allow Mayor to sign contract with Advanced Engineering and Environmental Services Inc. to provide extended construction services on hourly basis in an amount not to exceed \$95,750.00, to be paid from Lower Main Capital Project Fund.
- F. Approve Change Order #1 in the amount of \$88,965.09 from Ainsworth Benning at Lower Main Welcome Center, bringing total contract cost to \$6,396,415.09. Change order is result of over-excavation and additional waste removal, retaining wall expansion joints, light fixture changes, and retaining wall adjustments.
- G. Contract with Rasmussen at cost of \$4,468.00 and Lowe Roofing for crane not to exceed \$1,000.00 for roof repair at City Hall, to be paid from Public Buildings.
- H. Enter into contract with Convergent Technologies to upgrade card reader access control system at Rec Center at cost of \$5,319.29, excluding cost of cards, to be paid from Rec Center budget.

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

*No action can be taken*

- A. Raffle permit received from Deadwood Business Club. Drawing will be held on May 7, 2016. No action approves.

**12. EXECUTIVE SESSION**

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

**13. ADJOURNMENT**

## REGULAR MEETING, MARCH 21, 2016

The Regular Session of the Deadwood City Commission convened on March 21, 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

Ruth moved, Van Den Eykel seconded to approve the minutes of March 7, 2016. Roll Call: Aye-All. Motion carried.

### APPROVAL OF DISBURSEMENTS

Todd moved, Van Den Eykel seconded to approve the March 21, 2016 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	CONTRACT	131.98
A & B WELDING	SERVICE	65.80
A & I DISTRIBUTORS	SUPPLIES	553.40
ABC BUSINESS	SUPPLIES	881.15
AINSWORTH-BENNING	PROJECT	224,903.00
ALBERTSON ENGINEERING	PROJECT	2,715.05
AMAZON	SERVICE	214.89
ARLETH LAND SURVEYING	SERVICE	2,520.00
BH CHEMICAL	SUPPLIES	790.03
BH PIONEER	ADS	566.42
BH URGENT CARE	TESTING	48.24
BH WINDOW CLEANING	CLEANING	99.00
BUTLER MACHINERY	SUPPLIES	670.57
CAMPBELL SUPPLY	SUPPLIES	99.00
COCA COLA	SUPPLIES	248.50
CONVERGINT TECHNOLOGIES	REPAIRS	158.42
CULLIGAN	SUPPLIES	62.00
CUSTOM MICRO	LICENSE	3,150.00
DAKOTA BUSINESS	MAINTENANCE	155.88
DAKOTA SUPPLY	SUPPLIES	408.00
DEADWOOD CHAMBER	SERVICE	39,489.06
DEADWOOD ELECTRIC	REPAIRS	856.23
DVFD	REIMBURSEMENT	788.15
DEADWOOD-LEAD ECONOMIC	ALLOCATION	48,000.00
ECOLAB	SERVICE	520.00
ESRI	SERVER	12,000.00
FARMER BROTHERS	SUPPLIES	89.05
FMG ENGINEERING	TESTING	6,930.97
FORCOLI & SONS	PAINTING	1,673.47
FOUR WINDS INTERACTIVE	MAINTENANCE	1,473.86
FULLER, KELLY	REIMBURSEMENT	462.62
GALLS	UNIFORMS	318.51
GENE'S LOCK SHOP	CABINET	409.98
GLOBAL EQUIPMENT	VAC	234.35
GOLDEN WEST	SERVICE	434.00
GRIMM'S PUMP	SUPPLIES	41.00
GUNDERSON, PALMER, NELSON	SERVICE	4,055.01
HEARTLAND PAPER	SUPPLIES	54.38
HOLIDAY INN	MEETING	170.00
JACOBS WELDING	SERVICE	135.35
KLAMM, MIKE	REIMBURSEMENT	22.00
KNECHT	SUPPLIES	289.60
KONE	MAINTENANCE	280.14
LAWSON PRODUCTS	SUPPLIES	510.45
LEAD-DEADWOOD SCHOOL	ELECTION	9.07
LOUIS BERGER	EASEMENT	440.00
M&M SANITATION	RENTAL	220.00
MACROVISION	SERVICE	900.00
MED-TECH RESOURCE	SUPPLIES	67.25
MEHLBERG CONSTRUCTION	PROJECT	2,397.88
MEINERS DRYWALL	PROJECT	489.00
MENARD'S	SUPPLIES	414.08
MERTENS, KENNETH	REIMBURSEMENT	293.72
MIDCONTINENT	SERVICE	65.00
MS MAIL	SERVICE	1,481.98
NETWORK SERVICES	SUPPLIES	305.40
NORTHERN HILLS TECHNOLOGY	SERVICE	66.00
NORTHWEST PIPE FITTINGS	SUPPLIES	181.51
OFTEDAL CONSTRUCTION	PROJECT	138,861.17
OLD FORT MEADE MUSEUM	GRANT	1,746.59
OVERHEAD DOOR	REPAIR	45.00
PASSPORT PARKING	METERS	35.75
PHEASANTLAND INDUSTRIES	DECALS	34.34
PRESSURE SERVICES	SUPPLIES	173.22
RAPID VALLEY FIRE	MEETING	60.00
RECREATION SUPPLY	SUPPLIES	31.85
REGIONAL HEALTH	TESTING	147.00
RUNGE, MIKE	REIMBURSEMENT	75.31
SANITATION PRODUCTS	SUPPLIES	1,048.03
SCHMIDT, WILLIAM	PROJECT	1,871.00
SD BUILDING OFFICIALS	SERVICE	75.00
SD COMMISSION ON GAMING	CITY SLOTS	27,443.18
SD DEPT. OF CORRECTIONS	FIREWISE	4,529.57
SD ONE CALL	SERVICE	28.00
SD POLICE CHIEFS'	CONFERENCE	170.00

## REGULAR MEETING, MARCH 21, 2016

SMITHSONIAN	SUBSCRIPTION	8.00
SOUTHSIDE SERVICE	SERVICE	1,127.50
SPEARFISH AUTO	SUPPLIES	516.00
STANGER, RICHARD	REIMBURSEMENT	22.00
STRETCH'S	SUPPLIES	73.30
STURDEVANT'S	SUPPLIES	3,920.47
TALLGRASS	PROJECT	2,700.00
TEAM LABORATORY	SUPPLIES	1,137.50
TSP	PROJECT	220.00
TWILIGHT	SUPPLIES	174.26
VAST	SERVICE	464.34
VERENDRYE MUSEUM	MEMBERSHIP	25.00
WASTE CONNECTIONS	SERVICE	7,579.60
WESTERN HILLS PAINTING	PROJECT	4,896.00
WL CONSTRUCTION	SUPPLIES	619.99
TOTAL		\$564,869.37

## ITEMS FROM CITIZENS ON AGENDA

### Petition

John Frederickson presented a Petition of Annexation from David Winter to annex 185 acres into city limits and requested that the City schedule a public hearing on Resolution of Intent to Annex property. Todd moved, Van Den Eykel seconded to approve the petition of Annexation and set a public hearing on April 18, 2016. Roll Call: Aye-All. Motion carried.

### CONSENT

Todd moved, Van Den Eykel seconded to approve the following consent items with the exception of (D) Sonya Bertalot attending National Animal Control & Humane Officer Academy, which was removed by Mayor Turbiville. Roll Call: Aye-All. Motion carried.

- A. Permission for Police Department to purchase five tasers, holsters, battery pack and warranty from TASER International at cost of \$6,935.30.
- B. Approve the following residents to serve on election board April 12, 2016: Shirley Bergen as superintendent at \$168.00, Arlene Gustafson and Marilyn Harrison as clerks at \$143.00, with additional \$10.00 each for attending election school.
- C. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Kevin and Jennifer Frasier.
- D. Permission to hire Mariah Press to publish 1,000 copies of Baseball in the Mining Camps at a cost not to exceed \$7,600.00. Cost split between the Historic Preservation Archives and Public Education budgets.
- E. Permission for Mayor to sign and renew parking lease with South Dakota Commission on Gaming for five parking spots at Miller Lot at total of \$250.00 per month plus tax.
- F. Permission for Mayor to sign agreement with Maryland Archeological Conservation Laboratory for treatments to three (3) solder-dot cans in the amount of \$1,300.00. (Approved January 19, 2016)
- G. Permission for Mayor to sign agreement with Maryland Archeological Conservation Laboratory for a two-day on-site conservation review of metal objects discovered during the Chinatown excavations in the amount of \$2,700.00. (Approved January 19, 2016)
- H. Permission for Mayor to sign agreement with Genesee Valley Daoist Hermitage for amount not to exceed \$2,000.00. Genesee Valley will provide translation of documents and photographs from Chinese to English. Expense will be paid from Archives budget.
- I. Permission for Public Works Department to advertise for the following seasonal positions: 12 Parks Department, 2 landscape beautification, and 2 Streets Department.
- J. Permission for David Zurey to transfer from Public Buildings to Mt. Moriah at \$9.15 per hour effective May 1, 2016.
- K. Acknowledge receipt of 2015 Police Report form Chief Fuller.
- L. Allow Mayor to sign Application for Permit to Occupy Right-of-Way with S.D. Dept. Of Transportation. City crews and DOC crews will work between guardrail and residential properties of Main Street to clear tree debris from storm Atlas and to firewise the land.
- M. Accept Local Bridge Improvement Grant in the amount of \$35,270.00 for bridge repairs on Timm Lane. Permission for Mayor to sign contract after same is prepared by City Attorney.
- N. Add Jerity Krambeck to the Volunteer Fire Department roster for workers compensation purposes effective February 11, 2016.
- O. Permission for Mayor to sign SD Department of Transportation C.C.O. No. 05 for Highway 85/385 Project.
- P. Permission to increase wage of Rec Center receptionist, Linsey Sandidge, from \$8.67 an hour to \$8.93 an hour effective march 18, 2016 after one year of service.

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- Q. Permission to purchase Bleacher Planks from Dakota Fence for the ballfield at a cost of \$5,946.60 (Budgeted in CIP Ballfield Renovations)

### BID ITEMS

Mayor Turbiville stated four bids were opened for the Powerhouse Park improvements at 2:00 p.m. on March 15, 2016 as advertised. Bid bonds were included in the following bid submittals:

RCS Construction - \$220,000.00  
CAI Construction - \$248,401.00  
Ainsworth Benning Construction - \$277,580.00  
Leskca Inc. - \$ 244,704.00

Planning and Zoning Administrator Nelson Jr. requested Commission accept the low bid from RCS Construction. Van Den Eykel moved, Ruth seconded request, allocate \$20,000.00 from the Gateway Project for funding, and allow Attorney to prepare contract. Roll Call: Aye-All. Motion carried.

Mayor Turbiville stated two bids were opened for the Gateway Landscape remodel at 2:00 p.m. on March 15, 2016 as advertised. Bid bonds were included in the following bid submittals:

#### CAI Construction

Gateway 1 - \$48,287.00  
Gateway 2 - \$36,625.00  
Gateway 3 - \$51,019.00  
Gateway 4 - \$16,650.00  
Gateway 5 - \$35,428.00  
Total - \$188,009.00

#### RCS Construction

Gateway 1 - \$43,200.00  
Gateway 2 - \$52,300.00  
Gateway 3 - \$53,200.00  
Gateway 4 - \$19,000.00  
Gateway 5 - \$35,600.00  
Total - \$203,300.00

After discussion concerning the gateways, Todd moved, Van Den Eykel approved to reject all bids. Roll Call: Aye-All. Motion carried.

Ruth moved, Todd seconded to set bid opening for Mt. Moriah drainage project on April 12 at 2:00 p.m. with results to Commission on April 18. Roll Call: Aye-All. Motion carried.

### PUBLIC HEARINGS

#### Wild Bill Days

Public hearing was opened at 5:10 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber requested approval of the following:

Todd moved, Ruth seconded to approve the street closure on Main Street from Pine to Deadwood Street on Thursday June 16, 2016 at 9:00 a.m. and remain closed until 10:00 p.m. Saturday June 18, 2016, and Main Street from Wall to Deadwood Street on Thursday June 16, 2016 at 2:00 p.m. and remain closed until 2:00 a.m. Sunday June 19, 2016. Roll Call: Aye-All. Motion carried.

Todd moved, Ruth seconded to allow the relaxation of the open container ordinance on Main Street from the Four Aces to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street from 12:00 p.m. to 10:00 p.m. on Friday, June 17, 2016. Roll Call: Aye-All. Motion carried.

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Ruth moved, Todd seconded to allow the relaxation of the open container ordinance for same area as approved on June 17, 2016 from 12:00 p.m. to 10:00 p.m. on Saturday, June 18, 2016. Roll Call: Aye-All. Motion carried.

Ruth moved, Todd seconded to allow the relaxation of the open container ordinance at the Event Complex from noon to 10:00 p.m. on Saturday June 18, 2016. Roll Call: Aye-All. Motion carried.

Ruth moved, Todd seconded to allow the relaxation of the open container ordinance at the Event Complex from noon to 4:00 p.m. on Sunday, June 19, 2016. Roll Call: Aye-All. Motion carried.

Ruth moved, Todd seconded to waive the vending fee and allow vending on Main Street on Friday and Saturday June 17 and 18, 2016 for Chamber merchandise and Northern Hills Alliance for Children, approve the waiver of banner fees Friday & Saturday, June 17 & 18, 2016 and allow the use of public property for Deadwood's Midnight Cowboy 5K Run on Saturday June 18, 2016. Roll Call: Aye-All. Motion carried.

Todd moved, Ruth seconded to approve the use of the Event Complex for the Arenacross event Tuesday June 14 through Monday June 20, 2016 and special full temporary liquor license on Saturday and Sunday June 18 and 19, 2016. Roll Call: Aye-All. Motion carried.

### PBR Pro Event

Public hearing was opened at 5:17 p.m. by Mayor Turbiville. Sarah Anderson requested approval for the following:

Ruth moved, Van Den Eykel seconded to allow the relaxation of the open container ordinance at the Event Complex from noon to 10:00 p.m. on Friday June 10, 2016. Roll Call: Aye-All. Motion carried.

Todd moved, Ruth seconded to allow the relaxation of the open container ordinance at the Event Complex from noon to 10:00 p.m. on Saturday June 11, 2016. Roll Call: Aye-All. Motion carried.

Ruth moved, Todd seconded to approve special full temporary liquor license on Friday and Saturday, June 10 and 11, 2016. Roll Call: Aye-All. Motion carried.

Sarah Anderson thanked the City for their assistance during St. Patrick's Day Events.

### Mickelson Trail Marathon

Public hearing was opened at 5:22 p.m. by Mayor Turbiville. Emily Wheeler requested approval for the following:

Van Den Eykel moved, Todd seconded to approve the use of the Sherman Street Parking Lot on June 3 through June 5, 2016, use of Lower Main Parking Lot if available on June 5, 2016 and use of the Event Complex parking area from 5:00 a.m. to 3:00 p.m. on June 5, 2016. Roll Call: Aye-All. Motion carried.

## NEW BUSINESS

### Contract

Ruth moved, Van Den Eykel seconded to contract with Tallgrass Landscape Architecture to develop a restoration/renovation plan for Whitewood Creek between Days of '76 Drive and McKinley Street bridges. Total compensation through bidding and construction cost \$15,500.00, budgeted item. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, MARCH 21, 2016

### Report

Discussion was held concerning future of the old Charles Street Bridge located at intersection of Charles and Cliff Streets. Planning and Zoning Administrator Nelson Jr. stated Historic Preservation Commission recommended disassembling bridge for future use. Mayor Turbiville stated three options are; 1) Demolition of Bridge, 2) Disassemble bridge for future use and 3) Rehabilitate bridge in current location. Commissioner Todd believes the City does not set good precedent if we disassemble a historic structure. Commissioner Ruth stated Historic Preservation Commission recommended disassembling bridge to possibly relocate in the future. After much discussion concerning expense, construction in the area, potential liability of an unsafe structure, Van Den Eykel moved, Todd seconded to continue discussion until July 1 to allow Historic Preservation to discuss funding and to gather more information concerning pricing on complete demolition and complete rehabilitation. Roll Call: Aye-All. Motion carried.

### Applications

Ruth moved, Todd seconded to allow the Zoning Administrator and Building Inspector to approve or deny banner applications with no charge for businesses affected by Highway 85 and 385 construction area, with a maximum of two banners per business. Reconstruction period is from April 1 to October 1, 2016. Roll Call: Aye-All. Motion carried.

### Quote

Van Den Eykel moved, Ruth seconded to approve quote from Rushmore Fencing for 640 linear foot of chain link fence along Highway 85 near Tin Lizzies in the amount of \$32,996.35, to be paid from Streets budget and allow the Mayor to sign contract proposal from South Dakota Department of Transportation for reimbursement of \$16,498.18. Roll Call: Aye-All. Motion carried.

### Contract

Ruth moved, Todd seconded to contract with Action Mechanical for \$16,856.00, Freeman's Electric for \$2,600.00, Stretch's Glass for \$9,608.44 to install a climate control system in the Carriage Gallery at the Days of '76 Museum. Total cost \$29,064.44 to be paid from Historic Preservation Capital Assets. Roll Call: Aye-All. Motion carried.

### Agreement

Todd moved, Van Den Eykel seconded to allow the Mayor to sign agreement with Dave Stafford Architecture to provide limited architectural services for the rodeo grounds grandstand roof replacement in the amount of \$7,200.00. To be paid from 2016 Historic Preservation Professional Service budget. Roll Call: Aye-All. Motion carried.

### Quote

Van Den Eykel moved, Ruth seconded to accept low quote from Mainline Construction to replace bolts for water valves at intersection of Wall Street and Main at cost of \$7,820.00 and allow Mayor to sign contract. Roll Call: Aye-All. Motion carried.

### Ordinance

Ruth moved, Van Den Eykel seconded to approve first reading of Supplemental Budget Ordinance #1243. Finance Officer Nelson stated she provided Commission with minutes from previous meetings for approved unbudgeted expenditures and remaining items previously budgeted in 2015, but unspent before year end. Roll Call: Aye-All. Motion carried.

## INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mayor Turbiville stated a public information night on Historic Preservation Programs will be March 30, 2016 at 5:30 p.m.

Commission thanked Chief Fuller for the annual report.

Commissioner Ruth congratulated Mike Runge on being named Firefighter of the year.

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



**REGULAR MEETING, MARCH 21, 2016**

**ADJOURNMENT**

Van Den Eykel moved, Ruth seconded to adjourn the regular session at 5:44 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 April 4, 2016.

After coming out of executive session at 5:55 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 \_\_\_\_\_

## **CITY OF DEADWOOD BOARD OF EQUALIZATION 2016**

The City of Deadwood Board of Equalization was called to order by Mayor Turbiville at 9:00 a.m. Monday, March 21, 2016, with the following members present: Mayor Turbiville, City Commissioners David Ruth, Gary Todd, Jim Van Den Eykel, and School Board Member Tera Mau.

**The 2016 Board of Equalization Oath was signed.**

### **CITY OF DEADWOOD APPEALS**

**#1 TENTEXKOTA** 30250-00100-530-10 TRACT S BLK 1 (SLIME PLANT) FAIRVIEW S/D #1. & #2. Moved-Seconded (Ruth-Van Den Eykel). No change in land value. Structure value changed from \$7,749,090 to \$7,075,430 for a total value change from \$8,022,840 to \$7,349,180. Aye – All. Motion carried. Remarks: After review of the property by Director of Equalization, Tim Hodson, he recommended that this adjustment was necessary to equalize this parcel with others on Deadwood's Main Street.

**ADJOURN:** Being no further appeals to be heard, the 2016 Board of Equalization for the City of Deadwood adjourned at 9:03 am on the 21st day of March 2016. Moved-Seconded (Todd-Ruth). Aye – All. Motion carried.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles Turbiville  
Mayor/Chairperson

ATTEST:

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

PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3442	SDML WORKERS' COMP FUND					
		I-030516	101-4111-421	INSURANCE 2015 AUDIT BILLING	000000	1,296.00
				DEPARTMENT 111 COMMISSION	TOTAL:	1,296.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-040106	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,400.09
01-0464	TYLER TECHNOLOGIES, INC					
		I-025-150898	101-4142-427	TRAVEL INCODE FINANCIAL TRAINING - RM	000000	375.00
01-1019	SD SECRETARY OF STATE					
		I-031816	101-4142-422	PROFESSIONAL FILING FEE - NOTARY PUBLIC/RM	000000	30.00
01-1171	A & B BUSINESS SOLUTION					
		I-in270947	101-4142-422	PROFESSIONAL COPIER MAINTENANCE - FINANCE	000000	98.34
01-2160	DATA FLOW					
		I-21725	101-4142-426	SUPPLIES CHECKS	000000	200.17
01-3079	PEPPMEIER, JANICE					
		I-031616	101-4142-415	GROUP INSURAN REIMBURSEMENT	000000	556.81
01-3877	MUTUAL OF OMAHA					
		I-000508161647	101-4142-415	GROUP INSURAN MUTUAL OF OMAHA	000000	16.44
				DEPARTMENT 142 FINANCE	TOTAL:	3,676.85
01-0429	BLACK HILLS POWER & LIG					
		I-03/25/16 POWER PB	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	40.31
		I-03/25/16 POWER PB	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	40.20
		I-03/25/16 POWER PB	101-4192-428	UTILITIES WELCOME SIGN JCT HWY 385 & CLI	000000	43.62
		I-03/25/16 POWER PB	101-4192-428	UTILITIES 1 MILLER STREET	000000	16.39
		I-03/25/16 POWER PB	101-4192-428	UTILITIES WELCOME SIGN DEADWOOD HILL	000000	39.60
		I-03/25/16 POWER PB	101-4192-428	UTILITIES SAMPSON STREET PUMP	000000	20.87
		I-03/25/16 POWER PB	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	201.46
		I-03/25/16 POWER PB	101-4192-428	UTILITIES GAYVILLE PUMP 170 BLACKTAIL	000000	12.00
		I-03/25/16 POWER PB	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	71.18
		I-03/25/16 POWER PB	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	157.64
		I-03/25/16 POWER PB	101-4192-428-13	UTILITIES - R 105 SHERMAN REC CENTER	000000	6,136.62
		I-03/25/16 POWER PB	101-4192-428-07	UTILITIES - F 737 MAIN STREET FIRE HALL	000000	683.82
		I-03/25/16 POWER PB	101-4192-428-07	UTILITIES - F 737 MAIN STREET FIRE HALL	000000	10.71
		I-03/25/16 POWER PB	101-4192-428	UTILITIES DUNLAP STREET PRV	000000	153.04
		I-03/25/16 POWER PB	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	49.00
		I-03/25/16 POWER PB	101-4192-428-03	UTILITIES - B BALLFIELD CONCESSION STAND	000000	182.77
		I-03/25/16 POWER PB	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	211.46
		I-03/25/16 POWER PB	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES STREET	000000	14.83

PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS POWER & LIG	continued				
		I-03/25/16 POWER PB	101-4192-428	UTILITIES PUMP 119 DENVER AVENUE	000000	846.70
		I-03/25/16 POWER PB	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE 23 DWD	000000	151.33
		I-03/25/16 POWER PB	101-4192-428-05	UTILITIES - C 110 TIMMS LANE COLD STORAGE	000000	64.51
		I-03/25/16 POWER PB	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY 435 WILLIAMS	000000	570.15
		I-03/25/16 POWER PB	101-4192-428	UTILITIES TRAFFIC LIGHTS 105 1/2 SHERMAN	000000	76.81
		I-03/25/16 POWER PB	101-4192-428	UTILITIES 102 WATER TANK LANE	000000	12.00
		I-03/25/16 POWER PB	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVENUE	000000	232.95
		I-03/25/16 POWER PB	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	12.00
		I-03/25/16 POWER PB	101-4192-428	UTILITIES PLUMA HEAT TAPE 500 CLIFF ST	000000	85.25
		I-03/25/16 POWER PB	101-4192-428-06	UTILITIES - D RODEO GROUNDS 15 CRESCENT	000000	135.34
		I-03/25/16 POWER PB	101-4192-428	UTILITIES 65 SHERMAN STREET	000000	4,493.79
		I-03/25/16 POWER PB	101-4192-428-01	UTILITIES - AD ADAMS HOUSE INFO CENTER	000000	115.36
		I-03/25/16 POWER PB	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN 398 MCGOVERN	000000	13.65
		I-03/25/16 POWER PB	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	12.00
		I-03/25/16 POWER PB	101-4192-428	UTILITIES PRV DUNBAR WATER TANK 9 ROOSEV	000000	12.00
		I-03/25/16 POWER PB	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	100.94
		I-03/25/16 POWER PB	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET CITY HALL	000000	91.55
		I-03/25/16 POWER PB	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET CITY HALL	000000	2,262.95
		I-03/25/16 POWER PB	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	927.35
		I-03/25/16 POWER PB	101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	27.27
		I-03/25/16 POWER PB	101-4192-428	UTILITIES CUTTING MINE 30 DEADWOOD GULCH	000000	17.80
		I-03/25/16 POWER PB	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	485.91
		I-03/25/16 POWER PB	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE	000000	12.00
		I-03/25/16 POWER PB	101-4192-428	UTILITIES TICKET BOOTH/BATHROOMS MT MOR	000000	18.13
		I-03/25/16 POWER PB	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	176.73
		I-03/25/16 POWER PB	101-4192-428-01	UTILITIES - AD ADAMS HOUSE 22 VAN BUREN ST	000000	384.92
		I-03/25/16 POWER PB	101-4192-428-08	UTILITIES - HI INTERPRETIVE/HISTORY CENTER	000000	841.86
		I-03/25/16 POWER PB	101-4192-428	UTILITIES MT MORIAH VISITOR CENTER	000000	345.92
		I-03/25/16 POWER PB	101-4192-428	UTILITIES 5 SIEVER STREET	000000	595.40
		I-03/25/16 POWER PB	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	277.54
		I-03/25/16 POWER PB	101-4192-428-06	UTILITIES - D RODEO 15 CRESCENT STREET	000000	641.33
		I-03/25/16 POWER PB	101-4192-428	UTILITIES REDWOOD TANK 398 MCGOVERN HILL	000000	22.20
		I-03/25/16 POWER PB	101-4192-428	UTILITIES PUMP 50 PLEASANT STREET	000000	38.52
		I-03/25/16 POWER PB	101-4192-428-18	UTILITIES - F FOOTBALL FIELD 15 CRESCENT ST	000000	215.95
		I-03/25/16 POWER PB	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION 767 MAIN	000000	759.78
		I-03/25/16 POWER PB	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION 767 MAIN	000000	10.71
		I-03/25/16 POWER PB	101-4192-428	UTILITIES TRAFFIC SIGNALS& PRK LOT BLDG	000000	185.45
		I-03/25/16 POWER PB	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	32.97
		I-03/25/16 POWER PB	101-4192-428	UTILITIES PRESSURE REDUCT STN 255 MAIN	000000	164.43
		I-03/25/16 POWER PB	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	48.59
		I-03/25/16 POWER PB	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVENUE	000000	784.42
		I-03/25/16 POWER PB	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	12.35
		I-03/25/16 POWER PB	101-4192-428	UTILITIES 62 1/2 DUNLOP AVENUE	000000	10.71
01-0433	WELLMARK BLUE CROSS BLU					
		I-040106	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,364.96
01-0553	MONTANA DAKOTA UTILITIE					

PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0553	MONTANA DAKOTA UTILITIE	continued				
	I-03/24/16 GASADAMSH	101-4192-428-01	UTILITES - AD NATURALGAS 2/23-3/23/16/ADAMSH	000000	264.94	
	I-03/24/16 GASFIREAH	101-4192-428-07	UTILITIES - F NATURALGAS 2/23-3/23/16/FIREH	000000	420.89	
	I-03/24/16 GASPARKS	101-4192-428-11	UTILITIES - P NATURALGAS 2/23-3/23/16/PARKS	000000	174.59	
	I-03/24/16 GASRECCEN	101-4192-428-13	UTILITIES - R NATURALGAS 2/23-3/23/16/RECCENT	000000	4,004.62	
	I-03/24/16 GASSTRTS	101-4192-428-14	UTILITIES - S NATURALGAS 2/23-3/23/16/STRTS	000000	450.92	
	I-03/24/16GASADAMSM	101-4192-428-02	UTILITIES - A NATURALGAS 2/23-3/23/16/ADAMSM	000000	227.11	
	I-03/24/16GASCITYHAL	101-4192-428-04	UTILITIES - C NATURALGAS 2/23-3/23/16/CITY H	000000	433.19	
	I-03/24/16GASHISTORY	101-4192-428-08	UTILITES - HI NATURALGAS 2/23-3/23/16/HISTOR	000000	292.73	
	I-03/24/16GASPAVILIO	101-4192-428-12	UTILITIES - P NATURALGAS 2/23-3/23/16/PAVILI	000000	1,073.10	
	I-03/24/16GASTROLLEY	101-4192-428-15	UTILITIES - T NATURALGAS 2/23-3/23/16/TROLLEY	000000	249.31	
01-0578	TWIN CITY HARDWARE & LU					
	C-E54822	101-4192-425-13	REPAIRS - REC WEB DUSTER-EXTEND POLE/REC	000000	4.80-	
	I-D338557	101-4192-425-13	REPAIRS - REC (4) CFL BULBS/REC CENTER	000000	59.96	
	I-D338601	101-4192-425-13	REPAIRS - REC PNT-CEMENT-COUPPLING-CUTTER/REC	000000	61.36	
	I-D338627	101-4192-425-13	REPAIRS - REC (6) FASTENERS/REC CENTER	000000	4.60	
	I-D338650	101-4192-425-13	REPAIRS - REC HOSE BARB/REC CENTER	000000	7.99	
	I-D338858	101-4192-425-02	REPAIRS - ADA (8) 10.5 DIMMABLE BULB/ADAMSM	000000	63.92	
	I-D338859	101-4192-425-06	REPAIRS - DAY 2X8X8X FIR/GRANDSTAND	000000	8.49	
	I-D339236	101-4192-425-02	REPAIRS - ADA LED BULBS-FLOUR TUBES/ADAMS M	000000	342.30	
	I-D339257	101-4192-425-02	REPAIRS - ADA FLOUR TUBE-DIMMABLE/ADAMS M	000000	50.40	
	I-E54272	101-4192-426-04	SUPPLIES - CI (10) COTTON AIR FRESHENER/CITY	000000	79.90	
	I-E54621	101-4192-425-13	REPAIRS - REC FHP CONCR SCR/REC CENTER	000000	20.99	
	I-E54823	101-4192-425-02	REPAIRS - ADA (24) PAR20LED 30K BULB/ADAMS M	000000	395.76	
	I-E55338	101-4192-425-15	REPAIRS - TRO MOTOR-FRIGHT/TROLLEY	000000	376.98	
	I-E55339	101-4192-425-14	REPAIRS - STR AC FILTER-FURNACE FILTER/STRTS	000000	28.88	
	I-E55345	101-4192-425-13	REPAIRS - REC FURNACE FILTERS-SALT/REC CENT	000000	326.40	
	I-E55677	101-4192-425-12	REPAIRS - PAV PHONE JACK-FASTENERS/PAVILION	000000	8.61	
	I-E55859	101-4192-425-08	REPAIRS - HIS WALL PLATE-BULBS-TUBES/HISTORY	000000	63.65	
	I-E55860	101-4192-425-10	REPAIRS - LIB (2) PUSH COUPLING-COP PIPE/PB	000000	36.99	
	I-E55933	101-4192-425-13	REPAIRS - REC CONCR SCR-WASHER/REC CENT	000000	33.98	
	I-E56053	101-4192-426-12	SUPPLIES - PA SWIFFER DUSTER & REFILLS/PAVIL	000000	32.46	
	I-E56054	101-4192-426-13	SUPPLIES - RE 18V HEX IMPACT/REC CENTER	000000	129.99	
	I-EE55460	101-4192-425-02	REPAIRS - ADA (2) MOUNTING BRACKET/ADAMS M	000000	3.98	
01-0602	CENTURY LINK					
	I-03/19/16 PHONE SER	101-4192-428-06	UTILITIES - D PHONE SVC 3/19-4/18/16/RODEO	000000	179.07	
01-0682	PITNEY BOWES INC					
	I-032518	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00	
01-1230	INTERSTATE ALL BATTERY					
	I-1901002006170	101-4192-425-01	REPAIRS - ADA 3V 1.55 AH 100 PK/ADAMS HOUSE	000000	250.00	
01-1626	SERVALL UNIFORM AND LIN					
	C-S110837	101-4192-426-08	SUPPLIES - HI MOPS-MATS-TOWELS/HISTORY	000000	497.31-	
	I-2401276	101-4192-426-14	SUPPLIES - ST MOPS-MATS-LAUNDRY BAG/STREETS	000000	123.93	
	I-2401277	101-4192-426-04	SUPPLIES - CI MATS-MOPS-TOWELS/CITY HALL HP	000000	194.85	

PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1626	SERVALL UNIFORM AND LIN	continued				
		I-2401278	101-4192-426-08	SUPPLIES - HI MOPS-MATS-TOWELS/HISTORY	000000	165.77
		I-2401279	101-4192-426-11	SUPPLIES - PA MOPS-MTS-CV HB BUTTONS/PARKS	000000	54.60
		I-2401286	101-4192-426-07	SUPPLIES - FI MOPS-LINEN-HANDLE/FIRE HALL	000000	30.09
		I-2401943	101-4192-426-12	SUPPLIES - PA MOPS-MATS-FRAME/PAVILION	000000	92.27
		I-2407286	101-4192-426-14	SUPPLIES - ST MATS-MOPS-LINEN-BAG/STREETS	000000	125.39
		I-2407287	101-4192-426-04	SUPPLIES - CI MOPS-MATS-TOWELS/CITY HALL HP	000000	194.85
		I-2407288	101-4192-426-08	SUPPLIES - HI MOPS-MATS-TOWELS/HISTORY	000000	165.77
		I-2407289	101-4192-426-11	SUPPLIES - PA MOPS-MATS-CV HB BUTTON/PARKS	000000	52.12
		I-2407296	101-4192-426-07	SUPPLIES - FI MOPS-LINEN-LAUNDRY BAG/FIRE	000000	30.09
		I-2407297	101-4192-426-10	SUPPLIES - LI MOP-LINEN-LAUNDRY BAG/LIBRARY	000000	20.37
		I-2407957	101-4192-426-12	SUPPLIES - PA MOPS-MATS-FRAMES/PAVILION	000000	92.27
01-2177	PITNEY BOWES					
		I-1243253-MR16	101-4192-422-04	PROFESSIONAL QUARTERLY LEASING FEE	000000	237.93
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV037399	101-4192-422-12	PROFESSIONAL- BOILER REPAIRS-TRIP C/PAVILION	000000	692.51
01-3421	S&C CLEANERS					
		I-100-03/28/16	101-4192-422-04	PROFESSIONAL MARCH CLEANING/CITY HALL	000000	1,050.00
01-3685	BLACK HILLS SECURITY &					
		I-P104814	101-4192-422-04	PROFESSIONAL PHONE SYSTEM CONNECTION/CITY	000000	193.88
		I-R230582	101-4192-422-04	PROFESSIONAL ALARM SYSTEM 4/1-6/30/16/CITY	000000	89.85
		I-R230583	101-4192-422-07	PROFESSIONAL ALARM SYSTEM 4/1-6/30/16/CITY	000000	104.85
01-3838	VAST BROADBAND					
		I-03-24-16 PHONE CTY	101-4192-428-04	UTILITIES - C PHONE 03/28-04/27/16/CITY HALL	000000	1,246.81
		I-03/14/16 INTER REC	101-4192-428-13	UTILITIES - R INTERNET 3/18-4/17/16/REC CENT	000000	90.00
		I-03/14/16 PHONE HIS	101-4192-428-08	UTILITIES - HI PHONE SVC 03/18-04/17/16/HISTO	000000	118.04
		I-03/14/16 PHONE REC	101-4192-428-13	UTILITIES - R PHONE SVC 3/18-4/17/16/REC	000000	220.22
		I-03/16/16 PHONE CTY	101-4192-428-04	UTILITIES - C PHONE SVC 03/20-04/19/16/CITY	000000	39.33
		I-03/20/16 PHONE FIR	101-4192-428-07	UTILITIES - F PHONE SVC 03/24-04/23/16/FIRE	000000	264.75
01-3877	MUTUAL OF OMAHA					
		I-000508161647	101-4192-415	GROUP INSURAN MUTUAL OF OMAHA	000000	6.19
01-3975	FIRST NATIONAL CREDIT C					
		I-04-20-16 CC KRUEL	101-4192-425-11	REPAIRS - PAR VACUUM FILTERS-UTILITY/PARKS	000000	21.63
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	41,652.31
01-0433	WELLMARK BLUE CROSS BLU					
		I-040106	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	9,357.99
01-0508	GALLS, LLC					
		I-005080684	101-4210-426	SUPPLIES QUEST 4D FORCES	000000	219.95

PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1399	NEVE'S UNIFORMS, INC.					
		I-RP-037183	101-4210-426	SUPPLIES	UNIFORM SHIRTS	000000 278.15
		I-RP-037192	101-4210-426	SUPPLIES	UNIFORM PANTS, SHIRTS, GLOVES	000000 202.07
01-1725	QUILL CORPORATION					
		I-4324837	101-4210-426	SUPPLIES	BROTHER PAPER	000000 179.99
01-2402	MERTENS, KENNETH					
		I-033016	101-4210-415	GROUP INSURAN	INSURANCE-REIMBURSEMENT	000000 293.72
01-3651	LARIVE, ANDREW					
		I-02331	101-4210-426	SUPPLIES	REIMBSMT/ MODIFY VEST	000000 50.00
01-3877	MUTUAL OF OMAHA					
		I-000508161647	101-4210-415	GROUP INSURAN	MUTUAL OF OMAHA	000000 54.45
				DEPARTMENT 210	POLICE	TOTAL: 10,636.32
01-0433	WELLMARK BLUE CROSS BLU					
		I-040106	101-4221-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000 994.82
01-0578	TWIN CITY HARDWARE & LU					
		I-D338926	101-4221-425	REPAIRS	SPRAY PAINT - FIRE DEPT	000000 10.58
		I-D339027	101-4221-426	SUPPLIES	SPRAY PAINT - FIRE DEPT	000000 13.98
		I-ES5598	101-4221-425	REPAIRS	CORNER IRON	000000 4.49
01-0864	M & T FIRE AND SAFETY					
		I-98566	101-4221-422	PROFESSIONAL	FREIGHT	000000 16.73
01-1171	A & B BUSINESS SOLUTION					
		I-IN270946	101-4221-422	PROFESSIONAL	COPIER CONTRACT - FIRE DEPT	000000 61.47
01-1406	STRETCH'S GLASS & CUSTO					
		I-IO26525	101-4221-425	REPAIRS	TEMP GLASS & INSTALL	000000 77.99
01-1827	MS MAIL & MARKETING					
		I-7939	101-4221-422	PROFESSIONAL	POSTCARDS/ENVELOPES	000000 236.32
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-031016	101-4221-425	REPAIRS	REIMBS-COMPRESSOR PART REPLCMT	000000 753.20
01-3333	HELMIN, MATT					
		I-032816	101-4221-422	PROFESSIONAL	CITY COMMISSION MTGS.-1ST QTR	000000 150.00
01-3877	MUTUAL OF OMAHA					
		I-000508161647	101-4221-415	GROUP INSURAN	MUTUAL OF OMAHA	000000 4.95
				DEPARTMENT 221	FIRE DEPARTMENT ADMINISTR	TOTAL: 2,324.53

PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 232 BUILDING INSPECTION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-040106	101-4232-415	INSURANCE	WELLMARK BLUE CROSS AND BLUE S 000000	919.53
01-3877	MUTUAL OF OMAHA	I-000508161647	101-4232-415	INSURANCE	MUTUAL OF OMAHA 000000	4.95
DEPARTMENT 232 BUILDING INSPECTION TOTAL:						924.48
01-0360	ABC BUSINESS SUPPLY	I-10132	101-4310-426	SUPPLIES	PENCILS-CLIPS-STAMP-HOLE/STRTS 000000	26.64
		I-10165	101-4310-426	SUPPLIES	LETTER SIZE LEGAL PADS/STREETS 000000	14.63
01-0433	WELLMARK BLUE CROSS BLU	I-040106	101-4310-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S 000000	7,255.66
01-0467	CULLIGAN OF THE NORTHER	I-76976	101-4310-426	SUPPLIES	(3) 5 GAL WATER/STREETS 000000	19.50
		I-79263	101-4310-426	SUPPLIES	(3) 5 GALLON WATER/STREETS 000000	19.50
01-0578	TWIN CITY HARDWARE & LU	I-D338590	101-4310-426	SUPPLIES	(2) LITHIUM BATTERIES/STREETS 000000	19.58
		I-D338630	101-4310-426	SUPPLIES	QT ACRYLIC 60 ADDITIVE/STREETS 000000	16.99
		I-D339164	101-4310-426	SUPPLIES	LAG SCREWS-CONCRETE SCR/STREET 000000	72.47
		I-D339254	101-4310-426	SUPPLIES	DC411KA-BATTERIES-FREIGHT/STR 000000	317.96
		I-D339443	101-4310-426	SUPPLIES	(2) MALE HOSE ENDS/STREETS 000000	11.98
		I-E54294	101-4310-425	REPAIRS	(3) SCREW CLSEVIN PIN/STREETS 000000	35.97
		I-E54405	101-4310-426	SUPPLIES	ADD-(3) PAINT PAILS & CUP/STRT 000000	50.45
		I-E54835	101-4310-426	SUPPLIES	(2) HVY DUTY KNEEPADS/STREETS 000000	51.98
		I-E55039	101-4310-426	SUPPLIES	FASTENERS/STREETS 000000	8.20
		I-E56048	101-4310-426	SUPPLIES	RED MARKING PAINT/STREETS 000000	38.94
01-0619	TWILIGHT FIRST AID & SA	I-30868	101-4310-426	SUPPLIES	TABLETS-TAPE-BANDAGES/STRTS 000000	198.90
01-1288	ACE INDUSTRIAL SUPPLY,	I-1507850	101-4310-426	SUPPLIES	TARP STRAPS-BOTTLE JACKS/STRTS 000000	674.50
01-1351	GREAT WESTERN TIRE, INC	I-1-199968	101-4310-425	REPAIRS	FLAT REPAIR-SVC CALL/STREETS 000000	97.00
01-1515	RAPID DELIVERY	I-314732	101-4310-426	SUPPLIES	DELIVERY CHARGES-BUTLER/STREET 000000	12.08
		I-315124	101-4310-426	SUPPLIES	DELIVERY SERVICE-BUTLER/STREET 000000	12.08
01-1543	ZEP SALES & SERVICE	I-9002156768	101-4310-426	SUPPLIES	AEROSOL-METER MIST/STREETS 000000	263.23
01-3836	MID-AMERICAN RESEARCH C					



PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3836	MID-AMERICAN RESEARCH C	continued				
		I-0575349-IN	101-4310-426	SUPPLIES BULLDOG TOWELS/STREETS	000000	134.24
01-3877	MUTUAL OF OMAHA					
		I-000508161647	101-4310-415	GROUP INSURAN MUTUAL OF OMAHA	000000	30.94
01-3974	HI-VIZ SAFETY WEAR, LLC					
		I-75244	101-4310-426	SUPPLIES HI-VIZ SAFETY WEAR/STREETS	000000	35.58
DEPARTMENT 310 STREETS					TOTAL:	9,419.00
01-0213	TRUGREEN CHEM-LAWN					
		I-43922748	101-4520-422	PROFESSIONAL LAWN SERVICE/ADAMS HOUSE	000000	40.75
		I-43928855	101-4520-422	PROFESSIONAL LAWN SERVICE/ADAMS MUSEUM	000000	40.75
01-0433	WELLMARK BLUE CROSS BLU					
		I-040106	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,242.70
01-0551	MENARD'S					
		I-73176	101-4520-433-03	CIP - GORDON BALLFIELD IMPROVEMENTS/PARKS	000000	535.29
		I-73179	101-4520-433-03	CIP - GORDON BALLFIELD IMPROVEMENTS/PARKS	000000	56.00
		I-74212	101-4520-433-03	CIP - GORDON BASEBALL FIELD IMPROVEMENTS	000000	434.01
01-0578	TWIN CITY HARDWARE & LU					
		C-D338949	101-4520-433-03	CIP - GORDON 50 LB PLAY SAND/BALLPARK IMP	000000	35.94-
		I-D338563	101-4520-426	SUPPLIES GALVANIZED PLUG/PARKS	000000	2.29
		I-D338674	101-4520-433-03	CIP - GORDON RENTAL/BASEBALL FIELD IMP	000000	152.97
		I-D338886	101-4520-433-03	CIP - GORDON (10) 50 LB PLAY SAND/BALLPARK	000000	59.90
		I-D339237	101-4520-425	REPAIRS UNIVERSAL POWER RAKE/PARKS	000000	22.99
		I-D339312	101-4520-433-03	CIP - GORDON 2X4 TREATED/BASEBALL FIELD	000000	33.48
		I-D339326	101-4520-426	SUPPLIES SPRAY PAINT (TOMATO, BURG)/PKS	000000	15.87
		I-E54298	101-4520-426	SUPPLIES 27" SNOW PUSHER/PARKS	000000	26.99
		I-E54426	101-4520-426	SUPPLIES NIFTY NABBER-(3) SPONGE/PARKS	000000	37.36
		I-E54511	101-4520-433-03	CIP - GORDON BASEBALL FIELD IMPROVEMENTS	000000	168.71
		I-E54802	101-4520-433-03	CIP - GORDON 16' CINNABA 5/4X4/BASEBALL IMP	000000	134.23
		I-E55005	101-4520-433-03	CIP - GORDON PAINT-FRESHEN-DYNAFLEX/BASEBAL	000000	245.21
		I-E55080	101-4520-426	SUPPLIES WORKING HANDS CREME/PARKS	000000	7.99
		I-E55104	101-4520-425	REPAIRS (8) FASTERNERS-6X6 POSTS/PARKS	000000	59.10
		I-E55385	101-4520-426	SUPPLIES ORNG MARKING PAINT-PLIERS/PARK	000000	36.84
		I-E55432	101-4520-425	REPAIRS 1 BOX LAG SCRWS FOR FENCE/PKS	000000	39.99
		I-E55458	101-4520-426	SUPPLIES SCREWS-WASHES-FASTENERS/PKS	000000	88.96
		I-E55645	101-4520-425	REPAIRS HEX SCREWS-WASHERS-FASTEN/WTR	000000	135.48
		I-E55764	101-4520-433	IMPROVEMENTS (11) FASTENERS-YELLO PAINT/PKS	000000	43.77
		I-E55778	101-4520-433-03	CIP - GORDON CAULK-PAINT-SQUARE/BASEBALL	000000	52.86
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-44421	101-4520-425	REPAIRS TUBE AND FLAT REPAIR/PARKS	000000	22.99

PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0619	TWILIGHT FIRST AID & SA	I-30869	101-4520-426	SUPPLIES HAND PROTECTION/PARKS	000000	19.95
01-0653	FASTENAL COMPANY	I-SDSPE87233	101-4520-426	SUPPLIES JAWS SET-DRILL BITS/PARKS	000000	157.05
		I-SDSPE87244	101-4520-433-03	CIP - GORDON BALLFIELD IMPROVEMENTS	000000	66.22
		I-SDSPE87308	101-4520-425	REPAIRS HEX LAG-USS F/W Z/PARKS	000000	11.24
		I-SDSPE87379	101-4520-426	SUPPLIES (6) LANDSCAPE RAKES/PARKS	000000	108.11
01-0677	LAWSON PRODUCTS, INC.	I-9303951724	101-4520-426	SUPPLIES TRIGGER BOTTLE-SPRAYER/PARKS	000000	79.55
		I-9303953434	101-4520-426	SUPPLIES TUNGSTEN CARBIDE KIT/PARKS	000000	142.14
01-0684	NORTHWEST PIPE FITTINGS	C-190870-1	101-4520-426	SUPPLIES 2% DISCOUNT	000000	8.35-
		C-190872-1	101-4520-426	SUPPLIES 2% DISCOUNT	000000	5.74-
		I-190870	101-4520-426	SUPPLIES FULL CIRCLE FALCON-ROTOR/PARKS	000000	417.78
		I-190872	101-4520-426	SUPPLIES ADJ ROTOR FALCON-FULL CIR/PKS	000000	287.10
01-0782	JACOBS PRECISION WELDIN	I-22785	101-4520-426	SUPPLIES Q OXYGEN-16' 3X3 ANGLE/PARKS	000000	87.80
01-3809	AVX NORTHWEST, INC/ATHL	I-4020	101-4520-433-03	CIP - GORDON SPEAKER SYSTEM BALLFIELD	000000	1,349.00
01-3877	MUTUAL OF OMAHA	I-000508161647	101-4520-415	GROUP INSURAN MUTUAL OF OMAHA	000000	25.99
01-3972	MEHLBERG CONSTRUCTION	I-033116	101-4520-433-03	CIP - GORDON BASEBALL FIELD CONCESSIONS PRJ	000000	3,160.59
01-3974	HI-VIZ SAFETY WEAR, LLC	I-75244	101-4520-426	SUPPLIES HI-VIZ SAFETY WEAR/PARKS	000000	35.56
01-3975	FIRST NATIONAL CREDIT C	I-04-20-16 CC KRUEL	101-4520-433-03	CIP - GORDON VACUUM FILTERS-UTILITY/PARKS	000000	329.78
DEPARTMENT 520 PARKS					TOTAL:	13,965.31
01-0433	WELLMARK BLUE CROSS BLU	I-040106	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	919.52
01-3877	MUTUAL OF OMAHA	I-000508161647	101-4640-415	GROUP INSURAN MUTUAL OF OMAHA	000000	7.43
DEPARTMENT 640 PLANNING AND ZONING					TOTAL:	926.95
FUND 101 GENERAL FUND					TOTAL:	84,821.75

PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-040106	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,405.27
01-0553	MONTANA DAKOTA UTILITIE					
		I-022316-032316	206-4550-428	UTILITIES LIBRARY - GAS	000000	313.29
01-1171	A & B BUSINESS SOLUTION					
		I-IN265694	206-4550-426	SUPPLIES CONTRACT - LIBRARY	000000	39.40
01-1562	MIDWEST TAPE					
		I-93712802	206-4550-434	BOOKS, MAPS A DVDS	000000	78.96
		I-93735633	206-4550-434	BOOKS, MAPS A DVDS	000000	87.96
		I-93758371	206-4550-434	BOOKS, MAPS A DVDS	000000	114.96
		I-93803579	206-4550-434	BOOKS, MAPS A DVDS	000000	40.98
01-1911	EMERY-PRATT COMPANY					
		I-571413	206-4550-434	BOOKS, MAPS A BOOKS	000000	311.15
		I-571817	206-4550-434	BOOKS, MAPS A BOOK	000000	15.07
		I-572222	206-4550-434	BOOKS, MAPS A BOOK	000000	16.20
		I-572364	206-4550-434	BOOKS, MAPS A BOOKS	000000	46.97
		I-572628	206-4550-434	BOOKS, MAPS A BOOK	000000	16.25
		I-572652	206-4550-434	BOOKS, MAPS A BOOK	000000	16.79
01-3032	OTIS ELEVATOR COMPANY					
		I-CLH65013Z416	206-4550-425	REPAIRS 2ND QUARTER SERVICE CONTRACT	000000	124.98
01-3665	MITZI'S BOOKS					
		I-2565	206-4550-434	BOOKS, MAPS A BOOKS	000000	34.37
		I-2572	206-4550-434	BOOKS, MAPS A BOOKS	000000	27.98
01-3877	MUTUAL OF OMAHA					
		I-000508161647	206-4550-415	GROUP INSURAN MUTUAL OF OMAHA	000000	9.90
DEPARTMENT 550 LIBRARY						TOTAL: 2,700.48
FUND 206 LIBRARY FUND						TOTAL: 2,700.48

PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-040106	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	994.82
01-0912	SD DEPT. OF HEALTH	I-031716	209-4510-422	PROFESSIONAL HEP A SHOTS	000000	18.00
01-1514	RAPID CITY JOURNAL SUBS	I-03/22/16 SUBSCRIPT	209-4510-426	SUPPLIES JOURNAL 52 WEEK SUB/REC CENTER	000000	231.01
01-3506	ALSCO	I-LCAS1029335	209-4510-426	SUPPLIES MATS/REC CENTER	000000	87.36
		I-LCAS1032581	209-4510-426	SUPPLIES MATS/REC CENTER	000000	86.09
01-3648	NETWORK SERVICES COMPAN	C-240114-0	209-4510-426	SUPPLIES 20-30 GAL BAGS-WRONG ONES/REC	000000	17.95-
		I-241701-0	209-4510-426	SUPPLIES HARDWOUND TOWEL/REC CENTER	000000	138.33
		I-241702-0	209-4510-426	SUPPLIES 2 PLY TISSUE/REC CENTER	000000	32.67
01-3877	MUTUAL OF OMAHA	I-000508161647	209-4510-415	GROUP INSURAN MUTUAL OF OMAHA	000000	4.95
01-3975	FIRST NATIONAL CREDIT C	I-04-20-16 CC TRIDLE	209-4510-426	SUPPLIES EASTER EGG HUNT/REC CENTER	000000	564.00
DEPARTMENT 510 REC CENTER						TOTAL: 2,139.28
01-0578	TWIN CITY HARDWARE & LU	I-D339418	209-4980-429	OTHER EASTER EGG HUNT-BIKES/REC CENT	000000	264.97
01-3975	FIRST NATIONAL CREDIT C	I-04-20-16 CC TRIDLE	209-4980-429	OTHER EASTER EGG HUNT/REC CENTER	000000	252.84
DEPARTMENT 980 SPECIAL EVENTS						TOTAL: 517.81
FUND 209 BED & BOOZE FUND						TOTAL: 2,657.09

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 214 BID #7-OCCUPANCY TAX

DEPARTMENT: 630 BID #7

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-0308-16	214-4630-422	PROFESSIONAL REVITALIZATION	000000	18,247.05
			DEPARTMENT 630	BID #7	TOTAL:	18,247.05
			FUND	214	BID #7-OCCUPANCY TAX	TOTAL: 18,247.05

PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 573 HP HISTORIC INTERPRETATIO

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0360	ABC BUSINESS SUPPLY					
		I-10083	215-4573-335	HIST. INTERP. SD CARD	000000	38.99
		I-10125	215-4573-335	HIST. INTERP. HI SPEED HUB/USB/7	000000	19.95
01-0578	TWIN CITY HARDWARE & LU					
		I-D339407	215-4573-335	HIST. INTERP. SILICONE CAULK - ARCHIVES	000000	8.98
01-2014	TOMS, DON					
		I-201502031	215-4573-335	HIST. INTERP. FUNERAL HOME RCD BK 4 OF 20	000000	1,580.00
01-3975	FIRST NATIONAL CREDIT C					
		I-03312016	215-4573-330	HIST. INTERP. CARD FOR KEVIN	000000	762.75
DEPARTMENT 573 HP HISTORIC INTERPRETATIO TOTAL:						2,410.67
01-0081	ROSENBAUM'S SIGNS					
		I-SC5253-2	215-4577-775	CAPITAL ASSET WAYFINDING PROJECT	000000	48,634.00
01-1402	SD DEPT. OF TRANSPORTAT					
		I-S90494	215-4577-810	CAPITAL ASSET US85 CONNECT TRAIL	000000	344.35
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						48,978.35
01-0360	ABC BUSINESS SUPPLY					
		I-9820	215-4641-426	SUPPLIES CALENDAR 2016	000000	17.99
01-0433	WELLMARK BLUE CROSS BLU					
		I-040106	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,953.04
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-302046	215-4641-422	PROFESSIONAL ARCGIS LICENSING ACCESS	000000	252.88
01-3314	CENTURY BUSINESS PRODUC					
		I-316875	215-4641-428	UTILITIES COPIER CONTRACT 2/9-3/8/16	000000	367.78
01-3838	VAST BROADBAND					
		I-031616	215-4641-428	UTILITIES 03/20-04/19/16 MT. MORIAH	000000	136.61
01-3877	MUTUAL OF OMAHA					
		I-000508161647	215-4641-415	GROUP INSURAN MUTUAL OF OMAHA	000000	17.33
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						4,745.63
FUND 215 HISTORIC PRESERVATION TOTAL:						56,134.65

PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1422	SABO CONSTRUCTION, INC.					
		I-032416	216-1310	DUE FROM OTHE WORK DONE 170 PLEASANT FOSSO	000000	5,907.09
01-3900	PHIL'S ELECTRIC					
		I-137	216-1310	DUE FROM OTHE WORK DONE 3 SHINE WHITE	000000	102.04
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						6,009.13
-----						
01-0623	LAWRENCE TITLE COMPANY					
		I-72922	216-4653-422	PROFESSIONAL TITLE REPORT 17 FILLMORE BLOOM	000000	150.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						150.00
-----						
				FUND	216	REVOLVING LOAN
					TOTAL:	6,159.13

PACKET: 03752 04/05/2016 COMBINED

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
01-2994	CHAMBERLIN ARCHITECTS					
		I-15	564-4192-422	PROFESSIONAL DEADWOOD VISITORS CENTER DESIG	000000	12,165.69
				DEPARTMENT 192 PUBLIC BUILDING	TOTAL:	12,165.69
				FUND 564 LOWER MAIN VISITOR CENTER	TOTAL:	12,165.69



PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-040106	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,845.53
01-0578	TWIN CITY HARDWARE & LU	I-E54264	602-4330-425	REPAIRS SINGLE POLE THERMOSTAT/WATER	000000	18.99
		I-E54487	602-4330-425	REPAIRS 1 BX FIN NUTS-1 BX HX CP/WATER	000000	46.98
01-0684	NORTHWEST PIPE FITTINGS	C-189973-1	602-4330-425	REPAIRS 2% DISCOUNT	000000	3.94-
		I-189973	602-4330-425	REPAIRS MAIN-DRAIN VALVE HYDRANT/WATER	000000	197.29
01-0828	USA BLUEBOOK	I-900684	602-4330-426	SUPPLIES SAMPLE TESTS-PAINT-CASE/WATER	000000	201.28
01-1058	DAKOTA SUPPLY GROUP	I-C007512	602-4330-425	REPAIRS 6 HYMAX CPLG/WATER	000000	256.88
01-1365	SD PUBLIC HEALTH LAB	I-10570335	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1491	RENNER, DONOVAN	I-032316	602-4330-415	GROUP INSURAN REIMBURSEMENT-INSURANCE	000000	254.71
01-2072	CAPTAIN CLEAN OF THE NO	I-32296	602-4330-425	REPAIRS WATER EXTRACT 74 CLIFF/WATER	000000	1,724.00
01-3877	MUTUAL OF OMAHA	I-000508161647	602-4330-415	GROUP INSURAN MUTUAL OF OMAHA	000000	21.04
01-3973	BRYANT, LINDA	I-40242	602-4330-425	REPAIRS REPAIR/WOLFFS PLUMBING	000000	286.61
01-3974	HI-VIZ SAFETY WEAR, LLC	I-75244	602-4330-426	SUPPLIES HI-VIZ SAFETY WEAR/WATER	000000	35.56
DEPARTMENT 330 WATER						TOTAL: 5,914.93
FUND 602 WATER FUND						TOTAL: 5,914.93

PACKET: 03752 04/05/2016 COMBINED

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
01-0578	TWIN CITY HARDWARE & LU					
		I-D339311	607-4580-426	SUPPLIES	EXHAUST FAN-HEATER/MT MORIAH	000000 240.96
01-3838	VAST BROADBAND					
		I-03/16/16 PHONE MM	607-4580-428	UTILITIES	PHONE SVC 03/20-03/19/16/MT MO	000000 39.33
		I-03/18/16 PHONE MM	607-4580-428	UTILITIES	PHONE SVC 03/22-04/21/16/MT MO	000000 39.33
				DEPARTMENT 580	MT. MORIAH	TOTAL: 319.62
				FUND	607 MT MORIAH CEMETERY OPERAT	TOTAL: 319.62

PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-040106	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,405.27
01-1399	NEVE'S UNIFORMS, INC.					
		I-RP-037184	610-4360-426	SUPPLIES UNIFORM BELT	000000	20.95
01-3877	MUTUAL OF OMAHA					
		I-000508161647	610-4360-415	GROUP INSURAN MUTUAL OF OMAHA	000000	14.85
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						1,441.07
01-0433	WELLMARK BLUE CROSS BLU					
		I-040106	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,480.57
01-0578	TWIN CITY HARDWARE & LU					
		I-E54550	610-4361-426	SUPPLIES SHEETROCK, SCREWS, COMPOUND	000000	23.67
		I-E54581	610-4361-426	SUPPLIES JOINT COMPOUND	000000	9.49
		I-E54886	610-4361-426	SUPPLIES AIR CONDITIONER CORD	000000	13.49
		I-E55108	610-4361-426	SUPPLIES PVC TAPE	000000	4.29
		I-E55870	610-4361-426	SUPPLIES GALV. STRAP, COUPLER SET, PLUG	000000	40.52
		I-E56028	610-4361-426	SUPPLIES CONNECTORS, BUSHING	000000	16.05
		I-E56031	610-4361-426	SUPPLIES SCREWS/BOLTS	000000	4.29
		I-E56049	610-4361-426	SUPPLIES COUPLING - TROLLEY	000000	3.29
		I-E56055	610-4361-426	SUPPLIES COUPLING, METAL WHEEL	000000	9.98
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-44472	610-4361-426	SUPPLIES REPLACE 2 TIRES - TROLLEY	000000	547.39
		I-1-44473	610-4361-425	REPAIRS ALTERNATOR - TROLLEY	000000	1,472.99
		I-1-44474	610-4361-425	REPAIRS FAN IDLER BEARING & LABOR	000000	1,132.47
01-1003	VERIZON WIRELESS					
		I-9762018158	610-4361-424	RENTALS PHONE SERVICE - METERS	000000	40.01
01-1348	EDDIE'S TRUCK CENTER, I					
		I-X201019523;01	610-4361-426	SUPPLIES TIE ROD ASSEMBLY - TROLLEY	000000	384.84
01-1503	BLACK HILLS SPECIAL SER					
		I-3721	610-4361-422	PROFESSIONAL TROLLEY CLEANING - FEB	000000	1,170.00
01-1515	RAPID DELIVERY					
		I-320597	610-4361-426	SUPPLIES DELIVERY FEE - EDDIE'S	000000	14.38
01-1626	SERVALL UNIFORM AND LIN					
		I-2402422	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	70.35
		I-2405431	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	79.55
		I-2408445	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	70.35
01-2174	SPECIALTY VEHICLES					

PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2174	SPECIALTY VEHICLES	continued				
		I-26348	610-4361-426	SUPPLIES BARRYMAT FLOORING	000000	422.39
01-3706	STURGIS AUTO PARTS, INC					
		I-158940	610-4361-426	SUPPLIES DUALDUROMETER SEAL	000000	33.46
		I-159330	610-4361-426	SUPPLIES COUPLER	000000	23.31
01-3877	MUTUAL OF OMAHA					
		I-000508161647	610-4361-415	GROUP INSURAN MUTUAL OF OMAHA	000000	9.90
01-3970	A & I DISTRIBUTORS					
		I-2772593	610-4361-426	SUPPLIES PUMP,ELECTRONIC MTR,HOSE REEL	000000	753.00
		I-2775739	610-4361-426	SUPPLIES REEL - TROLLEY	000000	300.00
01-3975	FIRST NATIONAL CREDIT C					
		I-033120161	610-4361-425	REPAIRS TROLLEY CARD	000000	108.81
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						8,238.84
-----						
FUND 610 PARKING/TRANSPORTATION TOTAL:						9,679.91

PACKET: 03752 04/05/2016 COMBINED

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS POWER & LIG					
		I-03/25/16 POWER PB	611-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	2,077.74
01-0782	JACOBS PRECISION WELDIN					
		I-22792	611-4362-426	SUPPLIES SUPPLIES FOR SAFE - RAMP	000000	97.78
01-1626	SERVALL UNIFORM AND LIN					
		I-2399422	611-4362-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	79.55
01-3838	VAST BROADBAND					
		I-03/14/16 PHONE RAM	611-4362-428	UTILITIES PHONE SVC 03/19-04/18/16/RAMP	000000	145.49
DEPARTMENT 362 MAIN STREET RAMP TOTAL:						2,400.56
FUND 611 MAIN STREET RAMP TOTAL:						2,400.56

4/01/2016 10:21 AM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

PACKET: 03752 04/05/2016 COMBINED

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-030816	725-4000-429	OTHER EXPENSE TIF PAYMENT - STAGE RUN	000000	2,699.97
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	2,699.97
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	2,699.97
					REPORT GRAND TOTAL:	203,900.83

44-16  
5C

Consumption and possession of alcoholic beverages in public places permitted.

- A. Any licensee may sell and allow to be consumed alcoholic beverages on a sidewalk, walkway, or park let subject to a public right-of-way abutting the licensed premises, provided that the licensee derives more than fifty percent (50%) of its gross receipts from the sale of prepared food for consumption on the licensed premises. The sidewalk, walkway or park let subject to a public right-of-way shall be immediately adjacent to and abutting the licensed premises. This section does not apply to any federal-aid eligible highway unless approved in accordance with the applicable requirements for the receipt of federal aid. **(Note this could allow other businesses to serve food and alcohol on their sidewalk) Requests for this permit must go through the Parking and Transportation Committee.**
- B. Hours of operation of this permit will be from 11 a.m. to Midnight.
- C. Period of operation will be May 1<sup>st</sup> to October 1<sup>st</sup>.
- D. Park let will be designated as a private business on public property and the park let designed must be approved by Historic Preservation and the City Building Inspector
- E. Park let cannot be wider than 8 feet and no longer than the business operators store front. Alcoholic beverages can only be served and consumed in the park let or on specific sidewalk location. All Alcoholic beverages must be served in plastic containers. The current City Ordinance on serving alcoholic beverages must be enforced by the permit holder.
- F. Park let must be portable and business will be required to remove the park let at the City's request. Such as for special occasions and if weather dictates the need to remove the park let.
- G. The applicant must be at least twenty one (21) years of age and provide an acceptable form of identification. Also the business must provide proof of insurance which includes the area being used as a park let and include the City as additional insured.

4-4-76  
6A

Prepared by:  
Quentin L. Riggins  
Gunderson, Palmer, Nelson & Ashmore, LLP  
P.O. Box 8045  
Rapid City, SD 57709-8045  
(605) 342-1078

STATE OF SOUTH DAKOTA        )  
  )ss   **PERMANENT UTILITY EASEMENT**  
COUNTY OF LAWRENCE        )   **AND TEMPORARY CONSTRUCTION**  
  )   **EASEMENT**

For valuable consideration received, **Richard L. Boyle**, 199 Cliff Street, Deadwood, SD 57732 (Grantor) hereby grants and conveys unto the **City of Deadwood**, a South Dakota municipality of 102 Sherman Street, Deadwood, SD 57732, (Grantee) a perpetual utility easement and temporary construction easement, as shown on the attached Exhibit A, subject to the conditions hereinafter set forth.

The property subject to this permanent utility easement and temporary construction easement is legally described as:

**Lot 28, Lot 30 and Lot 31, in Peck's Garden Subdivision, being a portion of Probate Lots 138 and 327 within the original Townsite of Deadwood, Lawrence County, South Dakota, as per the plat made by S.C. Berry on file in the office of the Lawrence County Register of Deeds, Lot 31 being further described as a tract of land which faces Highway 85 with a 52.87 foot frontage, running back on the south boundary 110.74 feet; thence east on the rear boundary 50 feet; thence north to Highway 85 a distance of 128.1 feet; except Lot H-11 of Lot 31, deeded to the State of South Dakota as shown on the plat in document number 92-3018; and subject to right-of-way permit between Fish and Hunter Co., Inc. to Black Hills Power and Light Co. and Northwestern Bell Telephone Co. recorded in Book 337, page 403; and subject to right-of-way permit between Fish and Hunter Co. to Black Hills Power and Light Co. recorded in Book 308 at page 461.**

Both easements shall include the right to construct, install, operate, maintain and repair, increase the capacity of, and remove and replace the fire hydrant and appurtenances upon said property. The easements shall include the right to enter upon the afore-described real property and



otherwise to do those things reasonably necessary to effectuate its purpose. The Temporary Construction Easement shall be approximately twenty (20) feet by twenty (20) feet, and exists in order to install a fire hydrant in the permanent easement. The permanent easement illustrated on Exhibit A shall be approximately twenty (20) feet by twenty (20) feet with the right of access over the Grantor's remaining property to the extent necessary to access the fire hydrant.

Grantor and his successors and assigns agree not to build, create, construct, or permit to be built, created, or constructed any obstruction, building, or other structures upon, over, or under the land herein described that would interfere with the utility easement or Grantee's rights hereunder.

The City of Deadwood agrees to perform all work in a workmanlike manner and, as nearly as reasonably possible, to return the surface of the ground to the same condition as existed before any excavation was made. The temporary construction easement will expire upon completion and acceptance of the property utility line by the City of Deadwood.

Dated this 22 day of March, 2016.

GRANTOR  
LANDOWNER:

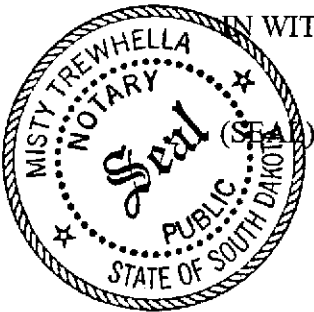
Richard L. Boyle  
Richard L. Boyle

[illegible]

## ACKNOWLEDGMENT

On this, the 22 day of March, 2016, before me, the undersigned officer, personally appeared Richard L. Boyle who acknowledged that he is the owner of above referenced property, executed the foregoing instrument for the purposes therein.

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



Mistef Michelle  
Notary Public  
My Commission Expires: Aug 28-2018

GRANTEE  
CITY OF DEADWOOD:

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

STATE OF SOUTH DAKOTA     )  
  )ss  
COUNTY OF LAWRENCE     )

ACKNOWLEDGMENT

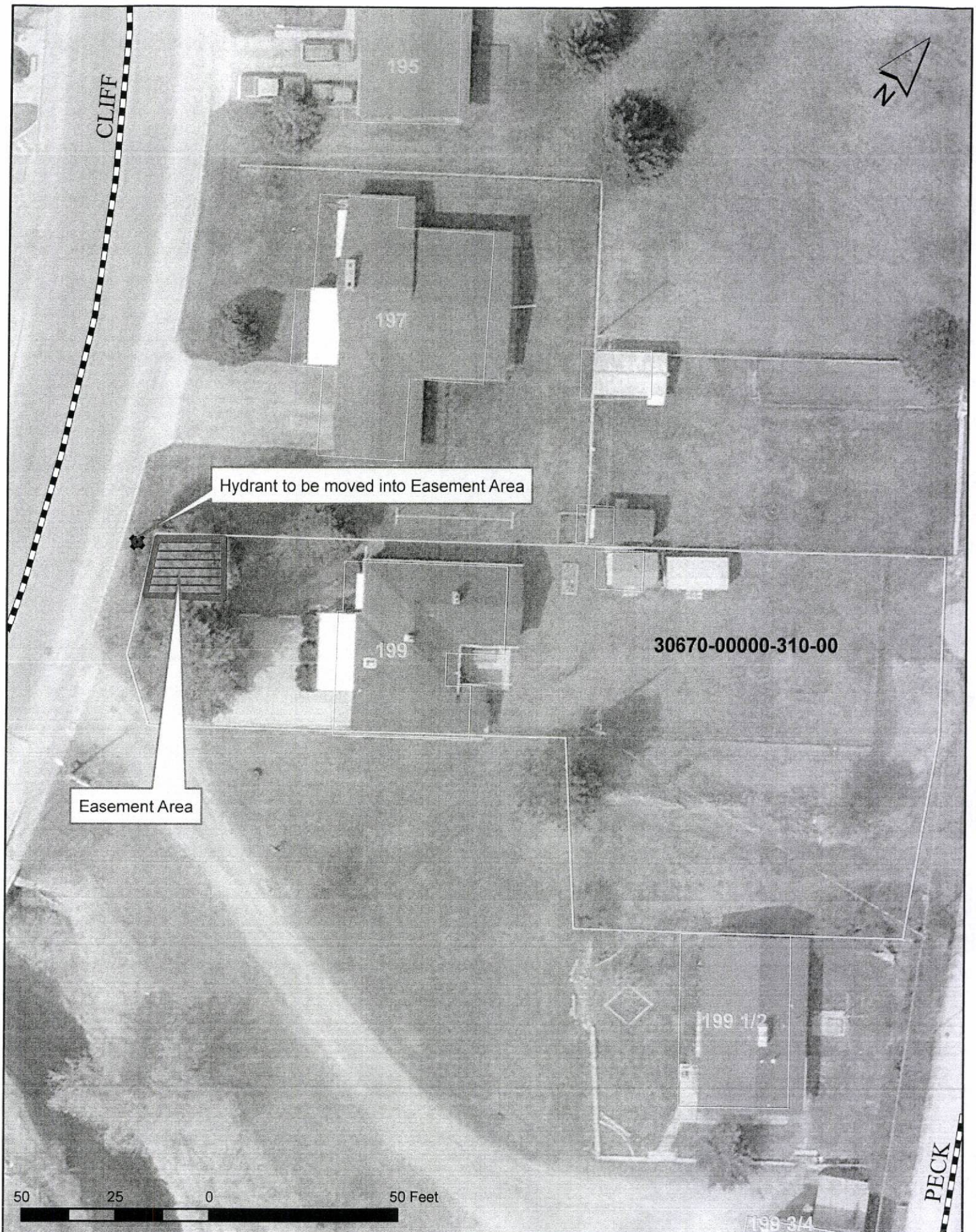
On this, the \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Charles M. Turbiville who acknowledged being Mayor of City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

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









# Ketel Thorstenson, LLP

Certified Public Accountants/Business & Personal Consultants

810 Quincy Street • PO Box 3140, Rapid City, South Dakota 57709

Telephone (605) 342-5630 • FAX (605) 342-2172 • e-mail ktllp@ktllp.com • www.ktllp.com

Members American Institute of Certified Public Accountants and AICPA Division of Firms for Quality Control

4-4-16  
6C

March 22, 2016

## Partners

John B. Walker  
CPA

Michael H. Finnegan  
CPA

F. Peter Bergman  
CPA

Rex P. Vigoren  
CPA, PFS

Paul J. Thorstenson, CPA, PC  
d/b/a Paul J. Thorstenson  
CPA/ABV, CVA

Brent E. Siekman  
MST, CPA, CGMA

Stephen M. Schacht  
CPA

Denise M. Webster  
CPA, PFS

Merle G. Karen  
CPA

Jean M. Smith  
CPA

Clark J. Kraemer  
CPA

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Douglas A. Kenoyer  
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CPA, CFE

Jennifer L. Konvalin  
CPA

Kevin D. Sickels  
CPA

Traci M. Hanson  
CPA

## Of Counsel

Richard L. Siekman  
CPA

Leroy B. Ketel  
CPA, Retired

City of Deadwood  
Mary Jo Nelson, Finance Officer  
102 Sherman Street  
Deadwood, SD 57732

Dear Mary Jo:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for **CITY OF DEADWOOD** (the City).

We will apply the agreed-upon procedures which the City Finance Department has specified, listed in Appendix A, for the year ended December 31, 2015, prepared in accordance with attestation standards established by the American Institute of Certified Public Accountants. This engagement is solely to assist the City Finance Department in performing internal audit duties. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, we will not express an opinion on **CITY OF DEADWOOD'S** financial statement or any elements, accounts or items thereof or the effectiveness of the internal control structure over financial reporting or any part thereof. In addition, we have no obligation to perform any procedures beyond those listed in Appendix A.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the specified parties, and should not be used by anyone other than those specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You are also responsible for assuming all management responsibilities for any nonattest services we provide; overseeing the services by designating an individual, preferably within senior management, with suitable skill, knowledge, and/or experience, and for evaluating the adequacy and results of the services performed and accepting responsibility for them. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities. At the present time, no other nonattest services are being provided by Ketel Thorstenson, LLP or its affiliates.

Jean M. Smith is the engagement partner and is responsible for supervising the engagement and signing the report.

We plan to begin our procedures in April or May 2016 and, unless unforeseeable problems are encountered, the engagement should be completed within two weeks of finishing fieldwork.

We estimate that our fees for these services will not exceed \$5,300. You will also be billed for travel and other out-of-pocket costs such as meals, postage, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed, even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. At completion of the engagement we will submit a final invoice which is due upon receipt.

If the need for additional procedures related to this engagement arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of the procedures.

Our engagement ends on delivery of our report. Any follow-up services that might be required will be a separate, new engagement and will be billed accordingly. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

This engagement includes only those services specifically described in this letter. Other services, such as accounting assistance or representations before the Internal Revenue Service and other regulatory bodies will be billed separately at our standard rates plus out-of-pocket costs. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In the event you should desire to hire an accountant to have on staff, we may assist you in that process. We do require, however, that no such inquiry be made directly to our staff but only to the engagement partner. To ensure our independence is not impaired under the AICPA *Code of Professional Conduct*, you also agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

If you intend to publish or otherwise reproduce the report and make reference to our firm, you agree to furnish us with the printers' proofs for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before you distribute it.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date.

In the event we are requested pursuant to subpoena or other legal process to produce documents relating to current or prior engagements for the company in legal, administrative, arbitration, or similar proceedings to which we are not a party, the company shall reimburse us at our standard billing rates for our professional time and expenses, including reasonable attorney's fees, incurred by us in responding to such requests.

We are independent within the meaning of the AICPA *Code of Professional Conduct*.

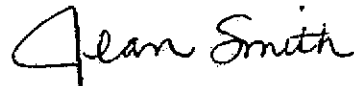
City of Deadwood  
March 22, 2016  
Page Three

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We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

KETEL THORSTENSON, LLP



Jean M. Smith, CPA  
Partner

---

This letter correctly sets forth the understanding of **CITY OF DEADWOOD**.

Officer Signature: \_\_\_\_\_

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

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

## APPENDIX A

### CITY OF DEADWOOD AGREED-UPON PROCEDURES

1. Review and discuss internal controls regarding the revolving loan fund and any segregation of duties issues therein.
2. Select 25 loans for the year ended December 31, 2015, and recalculate interest charges.
3. Select 25 loan payments for the year ended December 31, 2015, and recalculate the allocation of principal and interest.
4. Agree the subsidiary listing prepared by Neighborhood Housing Services of the Black Hills, Inc. and the City's records.
5. Recalculate aging on 25 loans and 5 delinquent loans to verify that delinquencies are properly reported.
6. Complete a detail loan file review of 35 loans made during the year ended December 31, 2015 to verify that loan policies are followed and that all applicable documentation is included in the loan file.
7. For each loan selected in procedure #6 above, verify the invoice presented for payment has proper approval and agrees to the loan disbursement made.

4-4-16  
6E

LOAN NUMBER:	#2016-02
DUE DATE:	12.31.2016
RENEWED UNTIL:	
RETURNED:	YES/NO

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

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_, 2016, by and between the City of Deadwood, herein after referred to as "DEADWOOD," and Devils Tower, Jewel Cave, and Mount Rushmore, located at 13000 HWY 244, BLDG 31 Ste. 1, Keystone, SD 57751, hereinafter referred to as "PERMITEE."

1. The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITEE to use the following property owned by DEADWOOD.
2. A description of the property for which permission is granted is listed on **Attachment A**, (hereinafter referred to as "Property").
3. The purpose for which PERMITEE is using the above-described Property is for an **"Exhibition."**
4. The location at which PERMITEE will display the above described Property is Mt. Rushmore National Memorial, 13000 Hwy 244, Keystone, SD 57751.
5. PERMITEE agrees to handle, package, and ship or transport the Property (and pay for same) in a manner that protects it from breakage, loss, deterioration, and contamination.
6. Permission for the above use at the above-described location is permitted from April 5, 2016 until December 31, 2016.
7. PERMITEE specifically acknowledges and agrees that it shall be solely responsible for any damage or loss to the Property loaned pursuant to this Agreement. Further, PERMITEE agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money, which DEADWOOD might have to pay to any



person as a result of property damage, personal injury, or death resulting from PERMITEE'S use of the Property pursuant to this Agreement.

8. PERMITTEE acknowledges it has set aside funds to ensure payment to DEADWOOD for any loss or damage to the Property in the amount of \$6,000.

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

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

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

12. All loaned Property shall not leave custody of the PERMITTEE without written permission of DEADWOOD.

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

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

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

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

17. PERMITTEE shall maintain adequate insurance against any loss of the Property subject to this loan. PERMITTEE shall also maintain an insurance policy of Six Thousand Dollars (\$6,000.00) against any loss to the Property loaned to PERMITTEE, naming DEADWOOD as an additional insured.

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

City of Deadwood

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

ATTEST:

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

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

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

\_\_\_\_\_  
(TITLE)  
Devils Tower, Jewel Cave, and  
Mount Rushmore

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer,  
personally appeared \_\_\_\_\_, \_\_\_\_\_ of Devils Tower,  
Jewel Cave and Mount Rushmore, 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: \_\_\_\_\_

4416  
6 F  
#1

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND**  
**FREEMAN'S ELECTRIC SERVICE, INC.**

This Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016, is by and between the CITY OF DEADWOOD, a South Dakota municipality with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY" and FREEMAN'S ELECTRIC SERVICE, INC. with its principal place of business located at 901 E. Dickson Road, P.O. Box 6, Sturgis, South Dakota 57785, hereinafter referred to as "FREEMAN'S."

**WHEREAS**, FREEMAN'S has agreed to enter into a contract with the CITY to connect the humidifier system to the electrical system of the carriage exhibits at the Days of '76 Museum, 18 76<sup>th</sup> Drive, Deadwood, SD 57732. The total amount for completion of the work shall be Two Thousand Six Hundred and no/100ths Dollars (\$2,600.00); and

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which FREEMAN'S shall provide the services described above; and

**WHEREAS**, the CITY has accepted the proposal from FREEMAN'S, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. FREEMAN'S shall provide electrical power wiring for the humidifier system located in the carriage exhibits to connect the humidifier system to the electrical system of the Days of '76 Museum;
3. FREEMAN'S shall perform these services with reasonable diligence and expediency consistent with sound professional practices and a workmanlike manner;
4. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;

5. FREEMAN'S 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;
6. FREEMAN'S 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 FREEMAN'S in connection with this agreement or services performed or materials provided pursuant to this contract;
7. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to FREEMAN'S;
8. All work will be subject to a final inspection by the Public Works Director before acceptance;
9. CITY shall pay FREEMAN'S a sum not to exceed Two Thousand Six Hundred and no/100ths Dollars (\$2,600.00), upon completion of work;
10. This Contract and rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the State of South Dakota; and
11. 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 Turbiville, Mayor

ATTEST:

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

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

FREEMAN'S ELECTRIC SERVICE, INC.

By \_\_\_\_\_

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

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

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

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

(SEAL)

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

4-4-16  
6 F  
#2

**AGREEMENT BETWEEN THE CITY OF DEADWOOD  
AND  
ACTION MECHANICAL, LLC**

This Agreement, dated this \_\_\_\_ day of \_\_\_\_\_, 2016, is entered into 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 ACTION MECHANICAL, INC., a South Dakota corporation with a mailing address of 1856 Lombardy Drive, Rapid City, SD 57701-4130.

**WHEREAS**, ACTION MECHANICAL has agreed to install a steam generator humidifier at the carriage display area of the Days of '76 Museum at 18 76th Drive, Deadwood, SD. Installation does not include electrical power wiring, and

**WHEREAS**, CITY has accepted the proposal from ACTION MECHANICAL to install the humidifier at the Days of '76 Museum for an amount not to exceed Sixteen Thousand Eight Hundred Fifty-six and 00/100ths Dollars (\$16,856.00).

**NOW THEREFORE**, 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. ACTION MECHANICAL shall install one steam humidifier on supply duct system AHU-2 serving the carriage display area to the Days of '76 Museum;
3. ACTION MECHANICAL shall install the main steam generator unit high on sidewall of corridor 113 and seam distributor tube will be installed in supply duct directly above unit. A stainless steel drain pan will be installed below distributor and will serve as access opening to distributor. Water and drain will be piped from below sink cabinet directly behind steam generator in Artifact Work Room 114.

4. All work shall be done in a professional and workmanlike manner;
5. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
6. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
7. ACTION MECHANICAL 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;
8. ACTION MECHANICAL 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 ACTION MECHANICAL in connection with this agreement or services performed or materials provided pursuant to this contract;
9. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to ACTION MECHANICAL;
10. CITY shall pay ACTION MECHANICAL a sum not to exceed Sixteen Thousand Eight Hundred Fifty-six and 00/100ths Dollars (\$16,856.00), upon installation and final inspection.
11. ACTION MECHANICAL shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

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

CITY OF DEADWOOD

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

ATTEST:

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



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

ACTION MECHANICAL , INC.

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

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

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

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

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

(SEAL)

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

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**AGREEMENT BETWEEN THE CITY OF DEADWOOD  
AND STRETCH'S, INC.**

This Agreement, dated this \_\_\_\_ day of \_\_\_\_\_, 2016, is entered into 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 STRETCH'S, INC., a South Dakota corporation with a mailing address of 224 Central Main Street, Central City SD 57754.

**WHEREAS**, STRETCH'S has agreed to install a climate control system at the carriage display area of the Days of '76 Museum at 18 76th Drive, Deadwood, SD, and

**WHEREAS**, CITY has accepted the proposal from STRETCH'S to install a 3-panel climate control system, to bronze over the upper windows and to install BSB shades on the lower windows at the Days of '76 Museum for an amount not to exceed Nine Thousand Six Hundred Eight and 44/100ths Dollars (\$9,608.44).

**NOW THEREFORE**, 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. STRETCH'S shall install a heavy body tempered glass 3 panel sliding door climate control system with a power ADA closer at the carriage display area in the Days of '76 Museum;
3. STRETCH'S shall also bronze over the Low-E insulated upper entrance windows;
4. STRETCH'S shall also install BSB shades on the lower windows;
5. All work shall be done in a professional and workmanlike manner;

6. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
7. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
8. STRETCH'S shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
9. STRETCH'S 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 STRETCH'S in connection with this agreement or services performed or materials provided pursuant to this contract;
10. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to STRETCH'S;
11. CITY shall pay STRETCH'S a sum not to exceed Nine Thousand Six Hundred Eight and 44/100ths Dollars (\$9,608.44), upon installation and final inspection.
12. STRETCH'S shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

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

CITY OF DEADWOOD

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

ATTEST:

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

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

STRETCH'S, INC.

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

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

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

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

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

(SEAL)

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

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



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

## MEMORANDUM

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**Date:** April 1, 2016  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Construction and Implementation Wayfinding Project Phase II

---

Wayfinding was an action item outlined in the Deadwood Comprehensive Historic Preservation Plan adopted by the Deadwood Historic Preservation Commission and City Commission in December 1990. This project began in 2013 with passage of proper SD-DOT required ordinances, contracting with a consultant – Berberich Design – in 2014 to develop necessary plans and specifications for a comprehensive program, and budgeting in 2015 for beginning implementation and installation of the wayfinding signage.

With Phase I nearly complete it is appropriate timing to begin Phase II of the project. Attached is the quote from Berberich Design for design and consulting services for the coordination, construction administration and sign layout for Construction Phase II of wayfinding in the amount of \$5,975.00.

The Wayfinding Project is valuable to residents, business owners and visitors to find Deadwood destinations and attractions. Staff recommends approval of the Wayfinding Project Phase II.

**Recommend Motion:** *Move to approve the professional services for the Wayfinding Project Phase II in the amount of \$5,975.00 to Berberich Design.*

BER  
BER  
ICH

DESIGN

## ADDITIONAL SERVICES

Client: **City of Deadwood**  
108 Sherman Street  
Deadwood, South Dakota  
57732

Project: **Construction and  
Implementation Phase II  
Vehicular Wayfinding**

Date: 03/28/2016

Project #: n/a

Contact: **Kevin Kuchenbecker**  
**Historic Preservation**  
605-578-2082  
605-641-5568 cell  
kevin@cityofdeadwood.com

DATE(S)	DESCRIPTION
---------	-------------

03/28/2016	<b>Design and Consulting Services</b> 5975.00 - Additional services for the coordination, construction administration and sign layout for production of Construction Phase II of vehicular wayfinding.
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Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**TOTAL 5975.00**

**BERBERICHDESIGN**

PO BOX 468

HILL CITY, SD 57745

605-430-5170

RAY@BERBERICHDESIGN.COM

WWW.BERBERICHDESIGN.COM

**RESOLUTION 2016-09****RESOLUTION IN SUPPORT OF APPLICATION TO OCCUPY  
S.D. DEPARTMENT OF TRANSPORTATION HIGHWAY RIGHT-OF-WAY  
WITHIN DEADWOOD CORPORATE LIMITS**

**WHEREAS**, the City of Deadwood (CITY) will be home to the 94th Annual Days of '76 Celebration on July 26th through July 30th, 2016; and,

**WHEREAS**, the Days of '76 Parade is a time honored tradition during the Celebration; and,

**WHEREAS**, the size and popularity of the parade is such that CITY deems it necessary to block traffic along the parade route; and,

**WHEREAS**, State of South Dakota Highways 14A and 85 are located within the corporate limits of CITY and are affected by said closure; and,

**WHEREAS**, CITY herewith is submitting an application to the South Dakota Department of Transportation (SDDOT) for permit to occupy right-of-way for those portions of S.D. Highways 14A and 85 within the corporate limits of CITY on July 29, 2016, beginning at 1:15 p.m. until the end of the parade, and on July 30, 2016, beginning at 9:45 a.m. until the end of the parade; and,

**WHEREAS**, by submission of the application for permit to occupy right-of-way, CITY agrees to provide protection to highway traffic during occupancy by use of proper signs, barricades, flag persons, and lights as prescribed in the "Manual of Uniform Traffic Control Devices"; and,

**WHEREAS**, CITY further agrees to indemnify, hold and save harmless the State of South Dakota, its Department of Transportation, its Officers and Employees, from any and all suits, actions or claims of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this Resolution;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Deadwood hereby supports the submission of the South Dakota Department of Transportation Application for Permit to Occupy Right-of-Way for the purpose described herein.

Dated this 4th day of April, 2016.

CITY OF DEADWOOD

ATTEST:

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

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

# DEADWOOD

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

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

4-4-16  
10A  
DEADWOOD CITY HALL  
102 Sherman Street  
Telephone (605) 578-2600

## ***Memorandum***

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**Date:** March 25, 2016  
**To:** Deadwood City Commission  
**From:** Bob Nelson, Jr., Zoning Administrator/City Planner  
**Re:** Quote Results – Historic Preservation Contractor

---

In conjunction with the Powerhouse Park Project the City advertised for a Historic Preservation Contractor to oversee the site, stabilize the powerhouse smokestack and construct a re-creation of a portion of the smokestack for a 3D exhibit of what used to be on the property. The low quote and only quote received for the Powerhouse Park Historic Preservation Contractor was received from Custom-Décor Masonry in the amount of \$19,346.63.

The Powerhouse Park Project, approved by City Commission on March 21<sup>st</sup>, 2016 and the Historic Preservation Contractor portions of Powerhouse Park go hand in hand and this office recommends approval of entering into contract with Custom-Décor Masonry. A copy of the quote is attached for your review.

### **Recommended Motion:**

Approve the award of the quote for the Historic Preservation Contractor in conjunction with the Powerhouse Park Project to Custom Décor Masonry in the amount of \$19,346.63 to be paid from the Gateway Landscape Project CIP Project Fund and direct the City Attorney to prepare a contract.



Powerhouse Park  
Book

Powerhouse Park  
City of Deadwood

February 5, 2016

## Bid Form Sheet 2 of 4

Bidder: \_\_\_\_\_

### Bid Proposal

To: Attn: Bob Nelson Jr  
Zoning Administrator  
City of Deadwood  
108 Sherman ST  
City of Deadwood, SD 57732

The undersigned, having carefully examined the Criteria, Drawings, Specifications, and all Addenda thereto and other Contract Documents prepared by Tallgrass Landscape Architecture, LLC for the construction of the Powerhouse Park Historic Preservation Project Elements, and having carefully examined each of the sites of work and become familiar with all local conditions including labor affecting the cost thereof and being familiarized with federal, state and local laws, ordinances, rules and regulations affecting performance of the work, do hereby propose to furnish all labor, mechanics, superintendent, tools, material, equipment, and all utilities and transportation services necessary to perform and complete said work and work incidental thereto, in a workmanlike manner, as described in said Drawings, Specifications, and other Contract Documents including Addenda No(s) issued thereto, for the prices herein stated.

The undersigned further certifies to have personally inspected the actual location of the work, together with the local sources of supply and understands the conditions under which the work is to be performed, or that if not so inspected the site and conditions of the work, waives all right to plead any misunderstanding regarding the work required or conditions peculiar to the same.

Proposer has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal request Documents and the written resolution thereof by Owner is acceptable to Proposer, and the Proposal request Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

Bidders are required to submit bids on the Lump Sum Base Bid and all Unit Price Items listed on the Bid Form.

Bidder acknowledges receipt of Addendum No(s) \_\_\_\_\_  
(Bidders shall list Addenda number received.)

Project Total Lump Sum Bid: \$ 19,346.63 (figures)  
Alvin P. Nelson Dollars (write out total dollar amount)  
Superintendent



February 5, 2016

12. The successful Contractor must comply with the local, state and federal tax and licensing requirements. The bidders are responsible for identifying and complying with applicable taxes pertaining to this project. This includes Contractor's excise tax, all permits, and other taxes applicable to the project. All such fees shall be included in the Contract Price.
13. Historical or Archeological Items of Interest - If during the course of construction, evidence of deposits of historical or archaeological interest are found, Contractor shall cease operations affecting the find(s) and notify the City of Deadwood Historic Preservation Officer.

**Bid Form Cover**  
**Sheet 1 of 4**

**Bidder:** \_\_\_\_\_

(The Following is for Owner's Use Only)

Check that the following have been received:

- ☐ Bid Bond
- ☐ Project Proposal Sheets 1 - 4
- ☐ Business License
- ☐ Evidence of Insurance
- ☐ Reference Projects

Attended Pre-Bid Meeting (Check against Sign In Sheet)

- ☐ Yes
- ☐ No

- ☐ Proposer in good standing with City



February 5, 2016

**Bid Form Sheet 3 of 4**

**Bidder:** CRSDM-DEER MASONRY INC.

Full payment for the above shall be considered full and final payment for all work shown on the drawings, required by the specifications, and contract documents

In submitting this bid, it is understood that the right is reserved by the Owner to accept or reject any or all bids. It is agreed that this bid may not be withdrawn for a period of ninety (90) days.

The undersigned further agrees, if awarded the Contract, to execute and deliver to the Owner within ten (10) days of the signing of the Contract, satisfactory Performance-Payment Bond if required by Owner's Representative, each in a sum equal to the full amount of the Contract.

The undersigned agrees to commence work under the Base Bid when directed by the Owner to proceed and to complete fully said work as specified within 105 calendar days.

The undersigned submits the following unit prices, which may be used in the event that additions to or deletions from the work shown on the drawings are directed by the Owner.

**Unit Prices**

Item No.	Description (Supply and Install)	Units	Unit Price
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None.



February 5, 2016

Bid Form Sheet 4 of 4

Bidder: CUSTOM DECOR MASONRY INC.

Proposer certifies this Financial Proposal and his / her total Proposal submittal as:

☐ An Individual

☐ A Partnership

☒ A Corporation (check one)

signature

date

printed name

title

signature (if needed)

date

printed name

title

signature (if needed)

date

printed name

title

Company: CUSTOM DECOR MASONRY INC.

Status of Incorporation: ACTIVE - SOUTH DAKOTA

Federal ID Number: 01-0778530

Address: 576 MTH. VIEW ROAD

Affix Seal

SPENCER, S.D. 57783

Phone: 605-722-7616

Fax: \_\_\_\_\_

E-mail (if available): cdmasonry@rushmore.com

Attest: \_\_\_\_\_

(Secretary)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

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



4-4-16  
10B  
KEVIN KUCHENBECKER  
Historic Preservation Officer  
Telephone: (605) 578-2082  
Fax: (605) 578-2084  
[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

## MEMORANDUM

---

**Date:** March 30, 2016  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Contract for schematic design for displays and interpretation at the new Deadwood Welcome Center

---

The Selection Committee for the Request for Qualifications (RFQ) met March 29, 2016 for final selection of a firm to design the displays of the Deadwood Welcome Center. Four firms submitted RFQ Responses and three firms were invited to present oral presentations: Advent, Split Rock Studios, and Pacific Studio. (Complete proposals available for review in the HP office)

The RFQ Selection Committee after extensive deliberation and scoring of the finalists has chosen Split Rock Studios as the preferred design firm for the Deadwood Welcome Center interactive displays. Split Rock Studios has a national reputation for delivering high quality exhibits. They have also won numerous awards around the country.

Split Rock Studios has comprehensive experience and proficiency in exhibit design and fabrication which brings stories to life through active and dynamic exhibits. They specialize in creating immersive environments that engage visitors at their individual levels and backgrounds. It is this experience which impressed the Selection Committee.

The first portion of the contract would be for \$35,560 which includes three specific phases of the overall project. This comprises the initial kick-off meeting and two schematic designs stages. (See attached for details)

This segment of the project will provide preliminary designs and better understanding of the audiovisual and interactive displays along with area square foot costs with individual exhibit areas and major elements identified

**Staff Recommendation:** *It is staff's recommendation that the Commission give the Mayor permission to sign agreement with Split Rock Studios for \$35,560.*

# Split Rock Studios



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

## DESIGN WORK ORDER

Job Number 2828

Date: March 31<sup>st</sup>, 2016

Sold to: City of Deadwood  
108 Sherwood St.  
Deadwood, SD 57732  
Kevin Kuchenbecker

Phone: (605) 578-2082

Email: kevin@cityofdeadwood.com

CONTRACT AMOUNT **\$35,560**

Job Name: **Deadwood Schematic Design**

### ROUTING:

- ☒ Design
- ☐ Curatorial
- ☐ Graphics
- ☐ Artistic Fabrication
- ☐ Production

Design Kick-off Meeting Date: April 2016

Design Package Completion Date: 08/16-09/16

Project Manager: Colin Cook

Phone: **(651) 631-2211**

### Scope of Work:

Split Rock Studios will provide Schematic Design services for exhibits at the Deadwood Welcome Center

- Kick-Off Meeting.....\$5,000
  - Review current space
  - Discuss goals, objectives, and existing themes
  - Review potential exhibit materials
  - Prioritize exhibit topics
  - Review budget
- Schematic Design One.....\$12,280
  - Preliminary floor plan with traffic flow analysis
  - Preliminary exhibit sketches
  - Narrative walkthrough and design analysis
  - Preliminary audiovisual and interactive descriptions
  - Cost proposal with area square foot costs
  - Updated schedule for remaining phases
  - Present design package via web conference
- Schematic Design Two.....\$18,280
  - Scaled floor plans with individual exhibit areas and major elements identified
  - Graphic approach including color palette, fonts, and text hierarchy
  - Preliminary TGA (text, graphics, and artifacts) notebook
  - Estimate with cost of each area
  - Updated schedule for remaining phases
  - Present design package in-person

### Payment Terms:

1. Payment due within 30 days of invoice

This is not an invoice. Confirmation work order only.

UNLESS NOTED OTHERWISE, ALL TERMS ARE SUBJECT TO CONDITIONS OF SALE (see reverse side).

Please sign below and return to Split Rock Studios, 2071 Gateway Blvd. St. Paul, MN 55112



3/31/16

Accepted by Split Rock Studios

Date

Ordered by: Authorized Signature

Date

## CONDITIONS OF SALE FOR DESIGN BUILD WORK ORDER

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

### 1. TITLE

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

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

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

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

### 3. CHANGE ORDERS.

The Owner may request changes in the work after the fabrication phase has begun, including deletions, additions, or revisions, which fall within the general scope of the Agreement. Upon consultation and mutual agreement by the parties, the contract price and completion schedule shall be adjusted accordingly and equitably. Change orders shall be memorialized by written form signed by authorized representatives of both parties. SRS shall have no authority to unilaterally initiate changes in the work after the fabrication phase of the project has begun without prior approval of the Owner.

### 4. WARRANTIES.

SRS hereby provides warranties as follows:

- a. SRS warrants a one (1) year guaranty of workmanship from the date of substantial completion of installation for all exhibits and mechanical devices supplied as a part of this Agreement.
- b. SRS warrants that the materials and equipment furnished pursuant to this Agreement will be of high quality, free from defects, and new unless otherwise required or permitted, that the work will conform to the requirements of all contract documents, and will be of such quality so as to pass without objection by the museum community as fit for use as museum exhibits.
- c. SRS warrants that its services will be in compliance with the requirements of all regulatory authorities with jurisdiction to prescribe and enforce standards or regulations with respect to the project and with all applicable local, state, and federal laws, statutes, ordinances, codes, orders, rules, and regulations.
- d. SRS warrants that it will deliver any and all Exhibit work designed and fabricated pursuant to this Agreement in safe condition, and free of liens or encumbrances.

SRS warranties do not cover normal maintenance, cleaning, lubrication or normal wear and tear of the Exhibit, nor damage resulting from abuse, improper maintenance, or operation of the Exhibit by the Owner nor by casualty, vandalism, or conduct of unrelated third parties.

### 5. PROJECT COORDINATION

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

### 6. SUBCONTRACTORS

### 8. RELATIONSHIP OF PARTIES

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

### 9. INSURANCE.

SRS shall procure and maintain appropriate insurance coverage in the form of commercial general liability, worker's compensation, employer's liability, and automobile public liability as appropriate. The Owner shall provide and maintain All Risk Builder's Risk Property Insurance for coverage upon the project site in structure in which SRS work is to be installed in an amount equal to 100% of the insurable value thereof. Any proceeds of such insurance shall be payable jointly to the Owner and SRS as their interests may appear. The Owner and SRS waive all rights against each other with respect to damage or casualty covered by such insurance, except for such rights as they may have to proceeds of the insurance.

### 10. ACCESS TO SITE

SRS shall be provided access to the site at intervals appropriate to the stage of installation and the status of the project work. The total number of visits to the site shall not be limited in number; it is the intention of the parties that SRS shall make as many such visits as are required to fulfill the responsibilities of SRS hereunder. The Owner shall take all reasonable precautions to provide work premises of a safe and sound condition with a minimization of hazards to life and property, and the Owner shall provide appropriate premises insurance and other indemnity for the protection of SRS, its personnel, and its contract work. During installations SRS anticipates working 12 hour a day and 7 days a week. Exhibit furniture installation including casework, graphics, AV, and artifacts will commence when the client has Certificate of Occupancy.

### 11. TERMINATION

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

### 12. EXCLUSIVITY OF OBLIGATIONS

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

### 13. ARBITRATION

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

### 14. REPRESENTATIONS OF SRS

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

### 15. MISCELLANEOUS

The Owner and SRS, respectively, bind themselves, their partners, successors, assigns,

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

7. PROJECT DELAY

The Owner shall discharge all responsibilities including progress review, access to site, delivery of approvals, timeliness of payment and related obligations, so as not to occasion delay to SRS. Any such delays shall extend the deadline for completion by a like period of time and potentially increase the contract sum commensurate with costs, expenses, and compensatory, consequential, and economic damages, including, but not limited to, storage and transportation costs and fees, occasioned by such delay.

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

16. COMPLETE AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and SRS and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the Owner and SRS.



44-16  
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**ORDINANCE NUMBER 1243  
SUPPLEMENTAL BUDGET APPROPRIATION #1 FOR 2016**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2016:

**FUND 0101 GENERAL FUND** \$194,633.00 Fire Department, for truck budgeted in prior year but not completed.

Source of Revenue: Unexpended cash.

**FUND 0214 BID District 7 :** \$30,000.00 for Deadwood Chamber and Deadwood Business Club marketing efforts in 2016, \$20,282.00 for Deadwood Chamber revitalization efforts budgeted and unspent in 2015.

Source of Revenue: Unexpended cash.

Source of Revenue: Unexpended Cash

**FUND 0215 HISTORIC PRESERVATION FUND** for items budgeted in prior year, but not completed: Capital Asset line items: Library \$11,082.00, Adams Museum \$4,896.00, Adams House \$7,194.00, Wayfinding \$267,091.00, Retaining Wall Grant/Loan \$47,900.00 for work remaining at 10 Harrison Street.

Capital Asset line items previously unbudgeted: Highway 85/385 for underground cabling and lighting: \$288,857.00, Grandstand/Rodeo grounds \$48,400.00, Days of 76 Museum \$29,064.00.

Source of Revenue: Unexpended cash.

Section 2. This Ordinance is for the support and maintenance of the municipal government of said City of Deadwood, South Dakota, and its existing public and shall take effect immediately upon publication.

CITY OF DEADWOOD

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

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

First Reading: March 21, 2016

Second Reading: April 4, 2016

Published: April 7, 2016

Effective: April 7, 2016

REGULAR MEETING, November 16, 2015

Approval of Highway  
85/385 Expenditure

Approval

Speirs moved, Van Den Eykel seconded to approve underground utility service at approximately five (5) buildings as result of utility relocation project at cost of approximately \$25,000.00 Roll Call: Aye-All. Motion carried.

REGULAR MEETING, January 4, 2016

Approval of Highway  
85/385 Expenditure

Lighting

Discussion was held concerning historic lighting on US 85. Mayor Turbiville stated three options for discussion are: 1) lighting to the end of the project with a cost of \$439,305.00 plus, 2) lighting to the bridge beyond Burlington Street at a cost of \$130,976.00 plus, and 3) no additional lighting. Public Works Director Green stated he would like direction to pursue or not pursue due to DOT timing requirements. A lengthy discussion was held among the Mayor and Commissioners regarding possible postponement of entire highway project, additional expenses including increased monthly utility cost, and added difficulty of snow removal on sidewalks due to lighting. Also discussed was the ability to enhance the entrance to Deadwood and allow properties in that area to feel like a part of the community. Business owner Ron Island and resident Sharon Martinisko spoke in favor of the additional lighting. Commissioner Speirs read two letters of support from Deadwood Gulch. After much discussion Ruth moved, Van Den Eykel seconded to approve historic lighting to 306 Cliff Street, to be funded from Historic Preservation. Roll Call: Aye-Ruth, Speirs, Todd, Van Den Eykel. Nay-Turbiville. Motion carried.

REGULAR MEETING, February 1, 2016

Approval of Rodeo ground  
Expenditure

Approval

Speirs moved, Van Den Eykel seconded to approve grandstand log replacement project at Days of 76 Rodeo grounds in the amount of \$48,400.00 from Historic Preservation Capital Asset line item, not budgeted. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, February 16, 2016

Approval of Bid 7  
Expenditure

NEW BUSINESS

Recommendation

Todd moved, Ruth seconded to accept BID 7 recommendation to allocate \$20,000.00 to Deadwood Chamber of Commerce and \$10,000.00 to Deadwood Business Club, unbudgeted. Commissioner Speirs asked who brings the recommendation to the Commission. Finance Officer Nelson stated it is at the request of the BID 7 president. Roll Call: Aye-All. Motion carried.

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



3-21-16

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

## MEMORANDUM

**Date:** March 11, 2016  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2016 Supplemental Budget Request (03-2016-01)

The Deadwood Historic Preservation Commission has reviewed and recommends approval to the City Commission of the following supplemental budget requests for 2016. These items are for the unexpended appropriations from 2015 for which obligations were incurred but were not paid. The following outlines the project, account and amount encumbered.

### HP Capital Assets (215-4577): \$579,119.70

Acct. No.	Description	Amount
215-4577-705	Library	\$11,082.00 <sup>(1)</sup>
215-4577-730	Adams Museum	\$4,896.00 <sup>(2)</sup>
215-4577-725	Adams House	\$7,193.90 <sup>(3)</sup>
215-4577-775	General Maintenance	\$267,090.80 <sup>(4)</sup>
215-4577-810	85/385 Highway-Cabling/Lighting	\$288,857.00 <sup>(5)</sup>

-not Budgeted  
in 2015

<sup>(1)</sup>Approval of expenditure on Library window replacement approval was given on December 15, 2014 for \$110,820.00. Permission for the Mayor to sign associated contracts was given on January 5, 2015. The \$11,082.00 represents the retainage held until project completed but not invoiced until 2016.

<sup>(2)</sup>Approval of expenditure on Ceiling and Wall Repairs at the Adams Museum approval was given on December 7, 2015 with Western Hills Paint for \$4,896.00.

<sup>(3)</sup>City Commission approval of expenditure was given on September 8, 2015 and permission for the Mayor to sign contract was on September 21, 2015 for remediation work on balcony and porch repairs for the Adams House with Michael Conover.

<sup>(4)</sup>City Commission approval of expenditure for Wayfinding Project was given on July 20, 2015 with Rosenbaum's Signs for \$197,708.00 and Archway Project with ACE Sign Company for \$69,382.80. Permission for the Mayor to sign associated contracts was given on July 20, 2015.

<sup>(5)</sup>City Commission approval of expenditure for 85 / 385 Highway-Cabling/Lighting was given on December 22, 2015 for \$266,000.00 plus cabling at a cost of \$22,857.00.

**Grant/Loan (215-4575): \$47,900.00**

<i>Acct. No.</i>	<i>Description</i>	<i>Amount</i>
215-4575-515	Retaining Walls	\$47,900.00 <sup>(6)</sup>

<sup>(6)</sup>City Commission approved the expenditure on August 17, 2015 for the retaining wall at 10 Harrison with CAI Construction for \$165,000.00 and plus alternate number one for \$12,500.00. The total project is \$177,500.00. As of December 31, 2015 the remaining balance for completion of the project is \$47,900.00.

---

**Unbudgeted Expenses****HP Capital Assets (215-4577): \$77,464.44**

<i>Acct. No.</i>	<i>Description</i>	<i>Amount</i>
215-4577-735	Grandstands/Rodeo Grounds	\$48,400.00 <sup>(7)</sup>
215-4577-800	Days of 76 Museum	\$29,064.44 <sup>(8)</sup>

<sup>(7)</sup>City Commission approved the expenditure on February 1, 2016 for the emergency log repairs and replacement project on the Grandstands for the Days of 76 Rodeo Grounds in the amount of \$489,400.00

<sup>(8)</sup> The CIP committee has recommended the installation of climate control system to regulate humidity in the carriage gallery. It was not identified during last year's budget process; however the committee felt it was necessary to be a priority for 2016. This project includes installation of the humidity system, electrical work along with a glass door to enclose the gallery from the lobby area. The anticipated City Commission approval date is March 21, 2016 in the amount of \$29,064.44.

Total amount to be supplemented to the 2016 Historic Preservation budget

**\$704,484.14**

This Historic Preservation Commission recommends approval of the 2016 supplemental budget request for \$704,484.14.

**Recommend Motion:** Move to approve the supplemental budget request for 2016 in the amount of \$704,484.14.

CITY OF  
**DEADWOOD**  
PUBLIC WORKS DEPARTMENT

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

4-4-16  
10D & 10E

April 04, 2016

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

From: Ron Green

Subject: Lower Main Welcome Center Civil Engineering Consultant and Testing

**SUMMARY**

We have been negotiating with our civil engineering consultant to perform construction services for this project. With the many unknowns on the site, it was decided to wait until construction started, at which time we would have a better idea of the extent of the on-site services that would be required. Prior to the start of the project, our consultant estimated the cost would be \$68,900.00 for on-site services through the civil (site work) portion of the project, including overseeing the excavations and back filling on the project. As you know the site has had major issues with the quantities of unsuitable material discovered during excavation for the building and the retaining walls. To date the quantity of unsuitable material has been more than 10 times the amount that was included in the bid documents. This has required the consultant to be on-site almost constantly throughout the entire construction to quantify the unsuitable material, determine the extent of over-excavation required and to observe the installation the additional fill required to replace the unsuitable material. They have now requested \$119,000.00 for these services. After further discussions with the consultant they have agreed to \$95,750.00 to perform the on-site services.

Correctly installed footing/foundations of all construction projects is probably the single most important element to ensuring a long term successful project. Building on unsuitable materials or improperly prepared subgrades can lead to problems that will be cost prohibitive to remedy once a project has been completed. Testing of on-site materials, compaction of subgrades and concrete strength is also required in ensure successful footing/foundations installations. Again, due to the massive amounts of unsuitable materials, our testing company has been required to perform considerably more site testing than anticipated. The testing company's original contract was for \$18,108.00. They are requesting an additional amount not to exceed \$5,000.00 to complete the testing that is required.

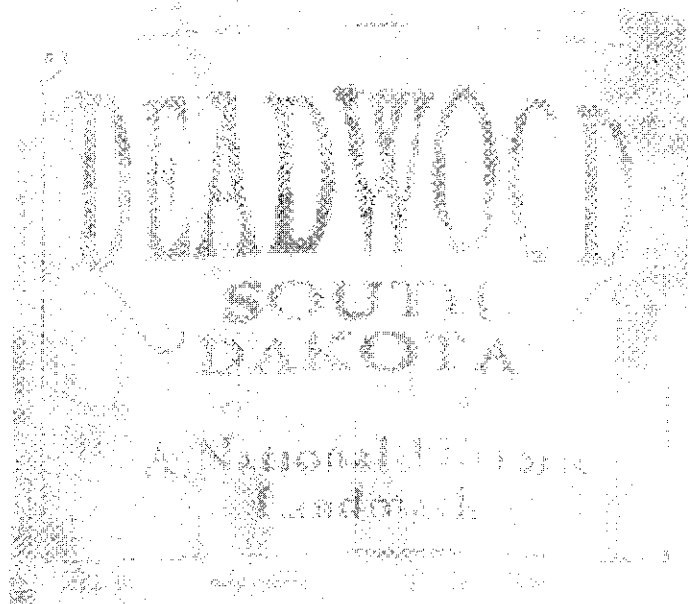
CITY OF  
**DEADWOOD**  
PUBLIC WORKS DEPARTMENT

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

**RECOMMENDATION**

It is my recommendation that the Commission give permission for the Mayor sign a contract with AE<sub>2</sub>S for \$95,750.00 to perform Construction services for the Lower Main Welcome Center project.

I am also recommending the Commission give permission for the Mayor to sign a contract modification with FMG Inc. for an additional \$5,000.00 to perform additional testing services on the Lower Main Welcome Center project.



4-4-16  
10D

**ADDENDUM TO**  
**AGREEMENT WITH FMG, INC. DATED DECEMBER 28, 2015**

This addendum to the agreement between the CITY OF DEADWOOD, (hereinafter referred to as "CITY") and FMG, Inc. (hereinafter referred to as "FMG"), dated December 28, 2015.

WHEREAS, the purpose of this addendum is to modify the terms and conditions of the original agreement between CITY and FMG to provide geotechnical services in support of the Lower Main Welcome Center project; and

WHEREAS, FMG has indicated that it needs to conduct additional construction testing that was not included in the original agreement; and

WHEREAS, CITY has accepted the proposal from FMG to conduct additional testing at the Lower Main Welcome Center in the total amount of Five Thousand and no/100s Dollars (\$5,000.00), making the total cost of the project not to exceed Twenty-three Thousand, One Hundred Eight and no/100s Dollars (\$23,208.00); and

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. FMG shall conduct additional construction testing that was not originally included in its agreement with the CITY dated December 28, 2015, in the amount of Five Thousand and no/100s Dollars (\$5,000.00) for a total contract amount not to exceed Twenty-three Thousand, One Hundred Eight and no/100s Dollars (\$23,208.00);
3. This addendum is hereby incorporated into the agreement between CITY and FMG dated December 28, 2015 and both documents constitute the entire agreement of the

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

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

CITY OF DEADWOOD

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

ATTEST:

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

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

FMG, INC.

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

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer,  
personally appeared \_\_\_\_\_ as  
\_\_\_\_\_ of FMG, Inc., 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: \_\_\_\_\_



## 2016 RAPID CITY HOURLY FEE AND EXPENSE SCHEDULE

### LABOR BILLING RATES

Position Title and Name	Hourly Billing Rate
Operations Manager	\$185.00
Assistant Operations Manager	\$144.00
Project Manager	\$149.00
Project Engineer	\$98.00
Civil Engineer	\$98.00
Land Surveyor	\$80.00
Survey Crew Chief	\$91.00
Senior Engineering Technician	\$94.00
Construction Observer / Water Operator	\$94.00
Engineering Technician	\$80.00
Office Administrator	\$80.00
Administrative Assistant	\$67.00

### EXPENSE BILLING RATES

Expenses	Unit	Billing Rate
Transportation Vehicle	Mile	\$ 0.65
¾ Ton Vehicle	Mile	\$ 0.70
B & W Photocopies	Page	\$ 0.10
Plots – Color Bond	S.F.	\$ 1.25
Plots – Monochrome Bond / Vellum	S.F.	\$ 0.75
Plots – Film / Photo High Gloss	S.F.	\$ 2.00
Total Station - Robotic	Hour	\$ 35.00
Geo Rover GPS	Hour	\$ 15.00
RTK GPS	Hour	\$ 50.00
Survey Monuments	Each	\$ 5.00
Fence Posts	Each	\$ 8.00
Survey Lath	Bundle	\$ 22.00
Survey Stakes / Hubs	Bundle	\$ 13.00
All Terrain Vehicle / Boat	Day	\$ 100.00
Outside Services		1.15
Out-of-Pocket Expenses		1.15

*Rates are subject to change January 1.*

4416  
10E

**CONTRACT TO PROVIDE EXPANDED CONSTRUCTION SERVICES**  
**FOR THE CITY OF DEADWOOD**

This Contract is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, INC. with its principal place of business located at 1560 Concourse Drive, Rapid City, SD 57703, hereinafter referred to as "AE<sub>2</sub>S."

WHEREAS, AE<sub>2</sub>S is currently providing engineering services for the Lower Main Street Welcome Center pursuant to its contract with Chamberlin Architects; and

WHEREAS, AE<sub>2</sub>S proposes to provide extended construction services in order to ensure the construction project is being built to design standards and within the construction timeframe; and

WHEREAS, AE<sub>2</sub>S will provide the expanded construction services on an hourly basis plus expenses in an amount not to exceed Ninety-five Thousand Seven Hundred Fifty and no/100s Dollars (\$95,750.00); and

WHEREAS, the purpose of this Contract is to set forth the terms and conditions for which AE<sub>2</sub>S shall undertake and complete the services set forth below; and

BASED upon the representations and understandings above, the parties agree:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. AE<sub>2</sub>S shall provide construction observation and inspections during the excavation and civil site work portion of construction of the Lower Main Street Welcome Center project;

3. CITY shall designate a person to act as its representative with authority to transmit instruction, receive information and interpret and define CITY's policies and decisions regarding the project;
4. CITY shall provide AE<sub>2</sub>S with relevant information regarding requirements of project;
5. CITY shall provide AE<sub>2</sub>S with a sales tax exemption certificate if applicable;
6. AE<sub>2</sub>S shall provide construction services on an hourly basis plus expenses pursuant to the attached Exhibit A: Hourly Fees and Expense Schedule;
7. All terms and requirements of the contract between AE<sub>2</sub>S and Chamberlin Architects remains in full force and effect;
8. All work performed will be coordinated with, and approved by with the City Public Works Director;
9. AE<sub>2</sub>S 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. AE<sub>2</sub>S 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 AE<sub>2</sub>S in connection with this agreement or services performed or materials provided pursuant to this contract;

11. CITY shall compensate AE<sub>2</sub>S for its expanded construction services on an hourly basis plus expenses in a total amount not to exceed Ninety-five Thousand Seven Hundred Fifty and no/100s Dollars (\$95,750.00);
12. This Contract may be terminated by either party upon seven (7) days written notice;
13. This Contract shall be governed and construed under the laws of the State of South Dakota;
14. AE<sub>2</sub>S is an independent contractor and this agreement shall not be construed as creating any type of relationship, including, but not limited to, principal and agent, or employer and employee between CITY and AE<sub>2</sub>S;
15. This Agreement for expanded services 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.

ADVANCED ENGINEERING AND  
ENVIRONMENTAL SERVICES, INC.

By: \_\_\_\_\_  
Dustin Dale, PE  
Its: Project Manager

ADVANCED ENGINEERING AND  
ENVIRONMENTAL SERVICES, INC.

By: \_\_\_\_\_  
Ted Schultz, PE  
Its: Client Manager

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Dustin Dale, PE, known to me to be the Project Manager of Advanced Engineering and Environmental Services, Inc. who acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Ted Schultz, PE, known to me to be the Client Manager of Advanced Engineering and Environmental Services, Inc. who acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

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

CITY OF  
**DEADWOOD**  
PUBLIC WORKS DEPARTMENT

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

44-16  
10 F

April 04, 2016

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

From: Ron Green

Subject: Lowe Main Welcome Center CO#1

**SUMMARY**

The Lower Main Welcome Center project has been plagued by site issues. Excavation for the retaining walls and building footing/foundation resulted in the discovery of extensive amounts of unsuitable materials that need to be removed and replaced. Pre-design soils investigation indicated the existence of unsuitable materials on site, however the extent was not known. The bid documents indicated the Contractor was to include unit pricing for removal of 500 cubic yards of unsuitable material. To date there has been an additional 4,939 cubic yards, of unsuitable material removed. Additionally structural fill had to be imported to replace the unsuitable materials. Not included in the 4,939 cubic yards was another area that required 93.52 cubic yards of over-excavation and refill. These quantities were documented and verified by our on-site civil engineering consultant.

Another part of change order #1, due to site conditions, was the addition of retaining wall heights and placement of erosion control boulders where unsuitable materials required the footing to be constructed approximately 3 feet lower than designed. This was for an area approximately 36 foot long.

The addition of expansion/contraction joints in the parking lot retaining wall and a change in 13 parking lot lights from 8' tall to 12' tall poles are included in this change order. These are added value items, meaning that if they would have been in the original bid documents the Contractor's bid would have been higher to include them.

**RECOMMENDATION**

Our consultants, for the Lower Main Welcome Center project have reviewed and have approved the items for Change Order #1. It is my recommendation that the commission approve Change Order #1 in the amount of \$88,965.09.

# CHANGE ORDER

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
FIELD ☐  
OTHER ☐

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

CHANGE ORDER NUMBER: One (1)

DATE: 3/14/2016

ARCHITECT'S PROJECT NO: 1453

TO CONTRACTOR:

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

CONTRACT FOR: General Construction

CONTRACT DATE: 09/11/2012

The Contract is changed as follows:

CA	Contractor			
PR #	COR #	Description	Action	Amount
	CO#1	CO #1 Ainsworth-Benning Additional Waste Removal material, Over-excavation; Over-excavation from stations 6+19 - 7+20.	Add	(\$67,029.09)
PR#2		Retaining Wall Expansion Joints	Add	(\$2,592.00)
PR#3		Light Fixture P3-1, P3-2 changes	Add	(\$11,798.00)
PR#6		Retaining Wall Adjustments	Add	(\$7,546.00)
Total			Add	\$88,965.09

## 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 .....\$ \$0.00  
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was .....\$ 6,307,450.00  
The (Contract Sum)(Guaranteed Maximum Price) will be (increased) (decreased)  
(unchanged) by this Change Order in the amount of .....\$ 88,965.09  
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be .....\$ 6,396,415.09  
The Contract Time will be (increased) (decreased) (unchanged) by 0 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

3/22/16

DATE

3-15-2016

DATE

4/4/16

106

Your Single Source Service Provider



Council Bluffs | Council | Kearney | Lincoln | Rapid City | Sioux City | Denver

March 29, 2016

Ryan Aldren  
Rasmussen Mechanical Services  
1715 Samco Rd. Unit 107  
Rapid City, SD 57702

Tom  
City of Deadwood  
108 Sherman St  
Deadwood, SD 57732

**Proposal: HRRR-6030 - Remove and Reinstall RTU**

Tom:

Rasmussen Mechanical Services is pleased to quote the following scope of work during normal working conditions unless specified otherwise in the scope below.

**Inclusions:**

- Remove problematic RTU
- Crane services for up to 2 picks
- Repairs to the roof curb to prevent the leaking air
- All material to make repairs
- Travel Labor and Warranty
- Electrical conduit changes to allow for proper repairs to RTU

**Exclusions:**

- Roof repairs

**Clarifications:**

- Roof Repairs to be done by others
- This is a not to exceed price



Terms and Conditions



**Price:**

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision, and Services as outlined in the above Scope of Work for the net sum of:

**four thousand four hundred sixty eight and 00/100**

**\$ 4,468.00**

The above price(s) do not include sales or use taxes. If applicable, Buyer shall provide Seller with an appropriate tax exemption certificate. In the absence of a valid tax exemption certificate, Buyer herein acknowledges that any/all appropriate or required taxes shall be added to Seller's Invoices or Progress Billings as applicable.

Terms: Service Order & Repairs

Proposal Valid for 30 Days after Proposed Date

\* Invoices to be paid, Net 30 Days per Seller's Terms and Conditions.

Rasmussen Mechanical Services is grateful for the opportunity to be of service. Thank you for considering our Proposal and we look forward to working with you. If there are any questions, please do not hesitate to contact me.

Respectfully submitted,

Ryan Aldren

Buyer's Acceptance:

By: \_\_\_\_\_  
Authorized Signature for City of Deadwood

\_\_\_\_\_  
Date of Acceptance

CITY OF  
**DEADWOOD**  
PUBLIC WORKS DEPARTMENT

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

44-16  
10H

April 04, 2016

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

From: Ron Green

Subject: Rec Center Access Control System Upgrade

**SUMMARY**

A recent incident at the Rec Center has brought to light some deficiencies in our current patron entry and exiting system.

A report of a theft, in the weight room area, of an electronic device gave rise to reviewing the security camera recording for this area. The incident was recorded, however, the identity of the perpetrator was not known. Review of the front desk records gave no indication of who this person was. It was later determined that this person entered the Rec Center using a family pass that he was not listed on as a family member. This has caused considerable concern, with the safety committee for obvious possible safety issues as well as fraudulent use of the facility that is not being detected.

Our Building Superintendent, Tom Kruzel, contacted our security consultant and requested a proposal to improve our entry/exit system. An upgrade to our current card reader system was proposed. The modified system would require all patrons, on a pass, to have a card that would have their picture on it. They would scan their card upon entry which would produce the card holder's image on the front desk person's computer screen and record the time and dated of entry. This would provide visual confirmation that the person entering the Rec Center was the actual card holder. They would also scan on the way out, giving a record of departure as well.

**RECOMMENDATION**

While several details still need to be worked out regarding day passes and cost of providing new printable cards. It is my recommendation that the Commission allow the Mayor to sign a contract with Convergent Technologies to upgrade our current system for \$5,319.29. We will also need to make an initial purchase of printable pass cards for approximately \$1,000.00. This will be paid for from the Rec Center Equipment fund.

44-16  
11A

**CITY OF DEADWOOD  
RAFFLE PERMIT**

Date of Application: 3/22/16

Organization: Deadwood Business Club, Inc.

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

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

Contact Information:

Name: Rhonda VanDenEykel, Event Chairperson

Address: PO Box 666 Deadwood SD 57732

Phone #: 605 722 4975

Email: Deadwoodgifts@rushmore.com

501 (c) 3- Non Profit: Yes ☒ No ☐

Dates of Ticket Sales: 4/18/16 - 5/7/16

Date of Raffle Drawing: 5/7/16

Value of Raffle Prize: up to \$500

Proceeds will benefit: Northern Hills Alliance for Children Preschool

Office use only: E Child Care Center

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