

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA  
5:00 p.m. March 21, 2016

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

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES OF March 7, 2016**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

A. Accept or reject Petition for Annexation from David Winter to annex approximately 320 acres  $\pm$  into city limits

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 Police Department to purchase five tasers, holsters, battery pack and warranty from TASER International at cost of \$6,935.30. (budgeted)
- 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 for Sonya Bertalot to attend National Animal Control & Humane Officer Academy in Golden, Colorado from April 18 through April 22, 2016. Cost not to exceed \$1,500.00.
- E. 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.
- F. Permission for Mayor to sign and renew parking lease with SD Commission on Gaming for five parking spots at Miller Lot at total of \$250.00 per month plus tax
- G. 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 1/19/16)
- H. 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 1/19/16)

- I. 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.
- J. Permission for Public Works Department to advertise for the following seasonal positions: 12 Parks Department, 2 landscape beautification, and 2 Streets Department
- K. Permission for David Zurey to transfer from Public Buildings to Mt. Moriah at \$9.15 per hour effective May 1, 2016
- L. Acknowledge receipt of 2015 Police Report from Chief Fuller. Copy will be displayed on city website and available at City Hall.
- M. 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.
- N. Accept Local Bridge Improvement Grant in the amount of \$35,270.00 bridge repairs on Timm Lane. Permission for Mayor to sign contract after same is prepared by City Attorney.
- O. Add Jerity Krambeck to the Volunteer Fire Department roster for workers compensation purposes effective February 11, 2016.
- P. Permission for Mayor to sign SD Department of Transportation C.C.O. No. 05 for Highway 85/385 Project
- Q. Permission to increase wage of Rec Center receptionist, Linsey Sandidge, from \$8.67 hr. to \$8.93 hr. effective March 18, 2016 after one year of service.
- R. Permission to purchase Bleacher Planks from Dakota Fence for the ballfield at a cost of \$5,946.60. (Budgeted in CIP Ballfield Renovations)

**7. BID ITEMS**

- A. Results of bids opened on March 15, 2016 for Powerhouse Park improvements: RCS Construction \$220,000.00, CAI Construction \$248,401.00, Ainsworth Benning Construction Inc. \$277,580.00, Leskea Inc \$244,704.00. Bid bonds included.
- B. Results of bids opened on March 15, 2016 for Gateway Landscape remodel: 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. 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. Bid bonds included.
- C. Set bid opening for Mt. Moriah drainage project on April 12 at 2:00 p.m. with results to Commission on April 18.

**8. PUBLIC HEARINGS**

- A. Hold public hearing for Wild Bill Days activities: Street Closure June 16 through June 19, Open Container June 17, 18 and 19, Waiver of banner and vending fees for the following non-profits: Deadwood Chamber and

Northern Hills Alliance for Children. Also request waiver of user fees for Deadwood Event Center June 14 through June 20, Special Temporary Liquor License for Chamber at Event Center on June 18 and 19.

- B. Hold public hearing for PBR Pro Event: Open Container at Event Center June 10 and June 11, Special Temporary Liquor License for Saloon 10 June 10 and June 11
- C. Hold public hearing for Deadwood Mickelson Trail Marathon: Use of Sherman Street Lot June 4 and June 5, Use of Lower Main St on June 5 if available, and use of Event Center parking area on June 5.

**9. OLD BUSINESS**

**10. NEW BUSINESS**

- A. 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 CIP)
- B. Report from Kevin Kuchenbecker and Bob Nelson Jr. to determine future of old Charles Street Bridge located at intersection of Charles and Cliff Streets.
- C. Approve or deny allowing the Zoning Administrator and Building Inspector to approve or deny banner applications for businesses with a maximum of two banners per business affected by Highway 85 and Highway 385 construction area. Reconstruction period is from April 1 to October 1, 2016.
- D. Approve quote from Rushmore Fencing for 640 linear foot of chain link fence along Highway 85 in the amount of \$32,996.35, to be paid from Streets budget. Accept contract proposal from South Dakota Department of Transportation for reimbursement of \$16,498.18.
- E. Permission 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 \$29,064.440 to be paid from HP Capital Assets
- F. Permission for 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 HP Professional Services budget.
- G. Accept low quote from Mainline Construction to replace water valve at intersection of Wall Street and Main at cost \$7,820.00. If approved, allow Mayor to sign contract for same.
- H. First reading of Supplemental Budget Ordinance #1243

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

*No action can be taken*

- A. Public Information Night on Historic Preservation Programs March 30, 2016 at 5:30 pm

**12. EXECUTIVE SESSION**

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

**ADJOURNMENT**

## REGULAR MEETING, MARCH 7, 2016

The Regular Session of the Deadwood City Commission convened on March 7, 2016 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Turbiville called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins and Commissioners David Ruth Jr., Mark Speirs, and Jim Van Den Eykel. Commissioner Gary Todd was absent. All motions passed unanimously unless otherwise stated.

### APPROVAL OF MINUTES

Speirs moved, Ruth seconded to approve the minutes of February 16, 2016. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to approve the minutes of special meeting February 24, 2016. Roll Call: Aye-All. Motion carried.

**FEBRUARY, 2016 PAYROLL:** COMMISSION, \$2,750.76; FINANCE, \$16,479.11; PUBLIC BUILDINGS, \$5,788.61; POLICE, \$51,524.61; FIRE, \$5,013.88; BUILDING INSPECTION, \$3,598.50; STREETS, \$29,051.53; PARKS, \$17,467.39; PLANNING & ZONING, \$4,769.66; LIBRARY, \$6,388.74; RECREATION CENTER, \$12,292.14; HISTORIC PRESERVATION, \$16,405.89; WATER, \$14,239.78; PARKING METER, \$8,655.27; TROLLEY, \$16,660.23; PARKING RAMP, \$5,124.61. **PAYROLL TOTAL: \$216,210.71**

### FEBRUARY, 2016 PAYROLL PAYMENTS:

Internal Revenue Service, \$53,215.43; S.D. Retirement System, \$23,895.14; Delta Dental, \$3,821.64.

### APPROVAL OF DISBURSEMENTS

Ruth moved, Speirs seconded to approve the March 7, 2016 disbursements. Roll Call: Aye-All. Motion carried.

|                          |               |           |
|--------------------------|---------------|-----------|
| A & B BUSINESS           | MAINTENANCE   | 333.92    |
| A & B WELDING            | SUPPLIES      | 66.06     |
| A & H TRUCK SALVAGE      | TANK          | 250.00    |
| A TO Z SHREDDING         | SHREDDING     | 23.10     |
| ABC BUSINESS             | SUPPLIES      | 191.19    |
| ACE INDUSTRIAL SUPPLY    | SUPPLIES      | 1,771.85  |
| ACTIVE DATA SYSTEMS      | SERVICE       | 6,074.54  |
| ALL AROUND AUTO          | SUPPLIES      | 42.50     |
| ALSCO                    | SUPPLIES      | 259.56    |
| AMERICAN LEGAL           | ORDINANCES    | 1,433.76  |
| AMICK SOUND              | REPAIR        | 527.64    |
| ARBOR DAY FOUNDATION     | RENEWAL       | 15.00     |
| ARCHER SEATING           | SEATING       | 6,187.77  |
| ASSOCIATED SUPPLY        | SUPPLIES      | 862.13    |
| ATCO INTERNATIONAL       | SUPPLIES      | 97.00     |
| B.S. REMODELING          | SERVICE       | 2,427.40  |
| BARRON'S                 | SUBSCRIPTION  | 52.00     |
| BEST WESTERN RAMKOTA     | LODGING       | 228.00    |
| BH CHEMICAL              | SUPPLIES      | 609.72    |
| BH PIONEER               | ADS           | 113.77    |
| BH POWER                 | SERVICE       | 31,611.57 |
| BH SECURITY              | SERVICE       | 89.85     |
| BH SPECIAL SERVICES      | CLEANING      | 1,530.00  |
| BRANDON INDUSTRIES       | SUPPLIES      | 530.00    |
| BUTLER MACHINERY         | SUPPLIES      | 626.32    |
| CALENDARWIZ              | SUBSCRIPTION  | 250.00    |
| CDW GOVERNMENT           | COMPUTER      | 934.79    |
| CENTURY BUSINESS         | SERVICE       | 371.82    |
| CENTURY LINK             | SERVICE       | 175.23    |
| CHADAMS                  | TOWING        | 200.00    |
| CHAINSAW CENTER          | SUPPLIES      | 46.48     |
| CHAMBERLIN ARCHITECTS    | PROJECT       | 12,007.50 |
| CLEMENT COMMUNICATIONS   | POSTERS       | 176.41    |
| CNA SURETY               | RENEWAL       | 50.00     |
| COMPUTER SUPPORT         | INSTALLATION  | 260.00    |
| COSMOPOLITAN             | SUBSCRIPTION  | 31.97     |
| CREATIVE PRODUCT         | DARE          | 606.04    |
| CULLIGAN                 | SUPPLIES      | 174.00    |
| DAKOTA BUSINESS          | CONTRACT      | 155.88    |
| DALES TIRE               | TIRES         | 11,133.00 |
| DEADWOOD BUSINESS CLUB   | ALLOCATION    | 22,000.00 |
| DEADWOOD ELECTRIC        | SERVICE       | 2,448.25  |
| DEADWOOD SOCIAL CLUB     | LUNCHEON      | 502.68    |
| DEADWOOD-LEAD ECONOMIC   | WEBINAR       | 67.50     |
| DOOLITTLE, JAMES         | SESSIONS      | 800.00    |
| EAGLE ENTERPRISES        | SUPPLIES      | 431.76    |
| EDDIE'S TRUCK            | ALTERNATOR    | 1,633.26  |
| EMERGENCY COMMUNICATIONS | CODERD        | 1,500.00  |
| EMERY-PRATT              | BOOKS         | 26.42     |
| FIRST INTERSTATE         | PAYMENT       | 756.34    |
| FMG ENGINEERING          | PROJECT       | 7,088.50  |
| FULLER, KELLY            | REIMBURSEMENT | 462.62    |
| GALLS                    | UNIFORMS      | 773.85    |
| GENE'S LOCK SHOP         | SAFE          | 419.94    |

## REGULAR MEETING, MARCH 7, 2016

|                           |               |              |
|---------------------------|---------------|--------------|
| GENESEE VALLEY DAOIST     | SERVICE       | 1,450.00     |
| GLAMOUR                   | SUBSCRIPTION  | 30.00        |
| GLOBAL EQUIPMENT          | SUPPLIES      | 1,017.82     |
| GOLDEN WEST               | SERVICE       | 1,179.24     |
| GOOD SHEPHERD CLINIC      | ALLOCATION    | 1,000.00     |
| GREEN, RON                | REIMBURSEMENT | 120.00       |
| GUNDERSON, PALMER, NELSON | SERVICE       | 3,017.86     |
| HAMANN, ALEX              | REIMBURSEMENT | 217.27       |
| HAND, TONA                | REFUND        | 65.00        |
| HAWKINS                   | SUPPLIES      | 1,044.91     |
| HEAVENLY REPAIRS          | TOWING        | 635.50       |
| HILLS MATERIALS           | SUPPLIES      | 678.53       |
| INTEGRATED PARKING        | SUPPLIES      | 44.88        |
| KDSJ                      | ADS           | 340.00       |
| KRUZEL, TOM               | REIMBURSEMENT | 239.97       |
| KUCHENBECKER, KEVIN       | REIMBURSEMENT | 228.00       |
| LAMB MOTOR                | VEHICLE       | 31,610.00    |
| LAWRENCE CO. REGISTER     | FEES          | 330.00       |
| LAWRENCE TITLE            | TITLE         | 300.00       |
| LEAD-DEADWOOD SANITARY    | USAGE         | 24,614.61    |
| LESTER, ROB               | REIMBURSEMENT | 32.99        |
| LUX, JUSTIN               | REIMBURSEMENT | 17.37        |
| MCLEODS                   | TICKETS       | 1,277.36     |
| MENARD'S                  | SUPPLIES      | 140.54       |
| MIDWEST TAPE              | DVDS          | 45.98        |
| MDU                       | SERVICE       | 10,538.64    |
| MORRISON, RONDA           | REIMBURSEMENT | 434.68       |
| MUTUAL OF OMAHA           | INSURANCE     | 229.31       |
| NEIGHBORHOOD LENDING      | SERVICE       | 95.10        |
| NELSON, MARY JO           | REIMBURSEMENT | 348.30       |
| NETWORK SERVICES          | SUPPLIES      | 143.91       |
| NEVE'S UNIFORMS           | UNIFORMS      | 524.00       |
| NORTHERN HILLS TECHNOLOGY | SERVICE       | 62.00        |
| NORTHERN TRUCK EQUIPMENT  | VAULT         | 2,090.00     |
| NORTHWEST PIPE FITTINGS   | SUPPLIES      | 487.19       |
| PARTSMASTER               | SUPPLIES      | 178.56       |
| PEOPLE                    | SUBSCRIPTION  | 348.21       |
| PEPPMEIER, JANICE         | REIMBURSEMENT | 556.81       |
| PETTY CASH                | FINANCE       | 100.50       |
| PETTY CASH                | HP/P&Z        | 149.37       |
| PITNEY BOWES              | POSTAGE       | 500.00       |
| PUSH-PEDAL-PULL           | SERVICE       | 137.50       |
| QUILL                     | SUPPLIES      | 79.01        |
| RADIO ENGINEERING         | SYSTEM        | 1,565.95     |
| RAPID DELIVERY            | DELIVERY      | 46.01        |
| RASMUSSEN                 | SUPPLIES      | 21.85        |
| RENNER, DONOVAN           | REIMBURSEMENT | 254.71       |
| ROCKMOUNT RESEARCH        | SUPPLIES      | 409.06       |
| ROLLING STONE             | SUBSCRIPTION  | 34.95        |
| ROSENBAUM'S SIGNS         | WAYFINDING    | 58,168.00    |
| RUNGE, MIKE               | REIMBURSEMENT | 55.25        |
| SCHAFFER FINE ART         | DELIVERY      | 852.00       |
| SD PUBLIC ASSURANCE       | COVERAGE      | 54.00        |
| SD DEPT OF REVENUE        | TAXES         | 2,531.60     |
| SD PUBLIC HEALTH LAB      | TESTING       | 45.00        |
| SD STATE ARCHIVES         | MICROFILM     | 28.80        |
| SERVALL                   | SUPPLIES      | 2,390.38     |
| SIOUX CITY FOUNDRY        | SUPPLIES      | 1,352.80     |
| SPECIALTY VEHICLES        | SUPPLIES      | 403.96       |
| STREICHER'S               | GRAPHICS      | 284.98       |
| STURGIS AUTO PARTS        | SUPPLIES      | 64.02        |
| TEEN COURT                | ALLOCATION    | 8,500.00     |
| THE LORD'S CUPBOARD       | RECYCLING     | 48.00        |
| TOMS, DON                 | PROJECT       | 163.80       |
| TRIPLE K                  | SERVICE       | 1,162.95     |
| TSP                       | PROJECT       | 983.40       |
| TWILIGHT                  | SUPPLIES      | 149.35       |
| TWIN CITY HARDWARE        | SUPPLIES      | 8,423.43     |
| TYLER TECHNOLOGIES        | MAINTAINENCE  | 1,733.55     |
| USPS                      | PRESORT       | 225.00       |
| VAST                      | SERVICE       | 2,783.55     |
| VERIZON                   | METERS        | 40.01        |
| WL CONSTRUCTION           | SUPPLIES      | 1,639.98     |
| ZEP SALES                 | SUPPLIES      | 270.00       |
| TOTAL                     |               | \$302,806.15 |

## ITEMS FROM CITIZENS ON AGENDA

### Letter

Mayor Turbiville read a letter of appreciation received from Bruce and Mary Ann Oberlander expressing their appreciation to John Tridle, director of the Rec Center, for getting the facility enrolled in the Medica "Silver and Fit" Program. Commission thanked John.

### Recommendation

Van Den Eykel moved, Ruth seconded to approve the Parking and Transportation Committee recommendation to amend the current Pastport program to charge users \$1.00 for first ride with no charge for subsequent rides as long as cardholder is participating in the program. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, MARCH 7, 2016

### CONSENT

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

- A. Sign Resolution 2016-07 to participate in 2016 Bridge Reinspection Program.

### **RESOLUTION 2016-07 BRIDGE REINSPECTION PROGRAM RESOLUTION FOR USE WITH SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION RETAINER CONTRACTS**

**WHEREAS**, Title 23, Section 151, United States Code and Title 23, Part 650, Subpart C, Code of Federal Regulations, requires initial inspection of all bridges and reinspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected at intervals not to exceed four years.

**THEREFORE**, the *City of Deadwood* is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds.

The City requests SDDOT to hire *Interstate Engineering, Inc.* (Consulting Engineers) for the inspection work. SDDOT will secure Federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the City for 20% of the cost. The City will be responsible for the required 20% matching funds.

Dated this 7th day of March, 2016

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- B. Remove Rec Center employees from payroll effective February 1, 2016; Hunter Weaver, Seth Fitzgerald, Ashlee Harrowa and Cydnee Middlemas.
- C. Hire Hailey Trehwella effective March 9, and McKenna Swanson effective March 14, as front desk personnel at Rec Center. Starting wage is \$8.67 per hour, pending pre-employment screening.
- D. Permission for Mayor to sign contract with Black Hills Asphalt to pave two parking lots in the amount of \$15,538.80 (approved February 16, 2016)
- E. Set Local Equalization Review Board Meeting for March 21, 2016 at 9:00 a.m. and request permission to publish notice in official newspaper.
- F. Approve 2016 budgeted allocation of \$48,000.00 to Deadwood-Lead Economic Development Corp. from Bed and Booze Fund.
- G. Permission for Mayor to sign easement for underground work with Black Hills Power at Welcome Center.
- H. Acknowledge receipt of 2015 Annual Financial Report and authorize Finance officer to submit to South Dakota Legislative Audit per SDCL 9-22-21.
- I. Permission for Mayor to renew and sign Adaptive Swim Class Contract with Lead-Deadwood School District for Rec Center pool use at fee of \$2,340.00 for 117 hours at \$20 per hour from March 22, 2016 to March 22, 2017.
- J. Permission for Mayor to sign contract with Lead-Deadwood School District for use of Rec Center swimming pool for elementary school at cost of \$1,500.00 from March 7, 2016 to May 19, 2016.
- K. Permission to upgrade ArcGIS server software upgrade at cost not to exceed \$3,000.00 from Historic Preservation GIS Line item.
- L. Permission to sign contract with Arcadia Publishing for development of Mt. Moriah book (approved February 16, 2016)
- M. Permission for Mayor to sign Labor Agreement between City of Deadwood and International Union of Operating Engineers Police Unit for January 1, 2016 to December 31, 2017.
- N. Remove Trolley Driver Richard Elliot from payroll effective March 25, 2016.
- O. Permission to advertise for two part-time seasonal Trolley Drivers.
- P. Permission to advertise for seasonal summer help in the Finance Office.
- Q. Permission for Police Department to pay \$3,150.00 to Custom Micro Interactive for Justice for annual maintenance and license fee (budgeted)
- R. Permission to increase wage of Rec Center employee Norma Cooper from \$9.69 an hour to \$9.82 an hour effective February 28, 2016 after 4 years of service.

## **REGULAR MEETING, MARCH 7, 2016**

- S. Permission to hire Heather Monson for full-time patrol officer effective March 8, 2016 at \$19.52 an hour.
- T. Permission to advertise for full time ordinance officer in house for five days and in official newspaper is necessary.
- U. Acknowledge Resolution 2016-08 to Vacate Section Line Right of Way on Dunbar Tract A of Tatanka Subdivision (approved by Board of Adjustment on March 2, 2016)

### **RESOLUTION 2016 – 08**

#### **RESOLUTION TO VACATE A PORTION OF SECTION LINE RIGHT OF WAY**

WHEREAS, the Deadwood City Commission desires to vacate a portion of section line right-of-way pursuant to SDCL § 6-5-3,

AND WHEREAS, this section line right of way is located on Dunbar Tract A of Tatanka Subdivision, formerly known as the Dunbar Tract of Tatanka Subdivision, Tract 1 and Tract 4 of M.S. 848 and Tract 1 and Lot 849B of M.S. 849, all located in the NW1/4 of Section 13 and the NE1/4 of Section 14, Township 5 North, Range 3 East Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota.

AND WHEREAS, the public interest will be better served by vacating the below-described section line right-of-way to make the property available for future development.

AND WHEREAS, on March 2, 2016 the Planning and Zoning Commission recommended the vacation to the City Commission;

NOW THEREFORE IT IS HEREBY RESOLVED, pursuant to SDCL 6-5-3, the public interest will be better served by the vacation of the City-owned section line right-of-way for future development.

IT IS FURTHER RESOLVED, that the Deadwood City Commission shall further follow all mandates of SDCL 6-5-3, as statutorily provided.

Dated this 7th day of March, 2016

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

#### **BID ITEMS**

Speirs moved, Ruth seconded to set bid opening at 2:00 p.m. on April 14, 2016 for retaining wall at 84 Van Buren, with results to City Commission on April 18, 2016. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to set bid opening at 2:00 p.m. on April 14, 2016 for retaining wall at 50 Van Buren, with results to City Commission on April 18, 2016. Roll Call: Aye-All. Motion carried.

#### **PUBLIC HEARINGS**

##### **St Patrick's Events**

Public hearing was opened at 5:07 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber of Commerce requested approval for the following:

Ruth moved, Speirs 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 5:00 p.m. to 10:00 p.m. on Friday March 18, 2016. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to allow the relaxation of the open container ordinance on Saturday March 19, 2016 for same area as approved on March 18, 2016 from 12:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, MARCH 7, 2016

Ruth moved, Speirs seconded to approve the waiver of banner fees and street closure on Main Street from Wall Street to Pine Street on Saturday March 19, 2016 from 12:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

### Forks Corks Kegs Event

Public hearing was opened at 5:09 p.m. by Mayor Turbiville. Sarah Anderson requested approval for the following:

Speirs 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 5:00 p.m. to 10:00 p.m. on Friday April 8, 2016. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to allow the relaxation of the open container ordinance on Saturday April 9, 2016 for same area as approved on April 8, 2016 from 11:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

### Set

Ruth moved, Speirs seconded to set public hearing on March 21 for Wild Bill Days activities on June 17 and 18. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to set public hearing on March 21 for PBR Pro Event on June 10 and 11, 2016. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to set public hearing on March 21 for Deadwood Mickelson Trail Marathon on June 4 and 5. Roll Call: Aye-All. Motion carried.

## NEW BUSINESS

### Recommendation

Speirs moved, Ruth seconded to approve Historic Preservation Commission recommendation to grant emergency Not-for-Profit grant to Grace Lutheran Church for mold remediation project in the amount of \$10,000.00. Roll Call: Aye-All. Motion carried.

### Quote

Speirs moved, Ruth seconded to approve quote from Dakota Tree for mountain pine beetle spraying at Mt. Moriah and St. Ambrose cemeteries and allow Mayor to sign contract. Total cost \$10,668.00. Roll Call: Aye-All. Motion carried.

### Purchase

Speirs moved, Ruth seconded to purchase chains for loader from Pewag Inc. at cost not to exceed \$12,000.00. Roll Call: Aye-All. Motion carried.

## INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Finance Officer Nelson stated the convenience fee charged by vendor for credit card payment option is \$1.50 on transactions from \$0 to \$50.00 and 2.75% for over \$50.00.

John Tridle, Deadwood-Lead Swim Team stated two swimmers went to state swim meet and placed 2<sup>nd</sup> and 5<sup>th</sup> overall in the state.

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

## ADJOURMENT

Van Den Eykel moved, Speirs seconded to adjourn the regular session at 5:19 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 March 21, 2016.

**REGULAR MEETING, MARCH 7, 2016**

After coming out of executive session at 6:06 p.m., Ruth moved, Speirs seconded to adjourn.

ATTEST:

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

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

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

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

3/18/2016 8:41 AM  
 PACKET: 03745 COMBINED - 3/22/16  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 111 COMMISSION  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

BANK: FNBAP

| VENDOR  | NAME                    | ITEM #              | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT   |
|---------|-------------------------|---------------------|------------------|--|--------|----------|
| 01-0418 | BLACK HILLS PIONEER     |                     |                  |  |        |          |
|         |                         | I-117               | 101-4111-423     | PUBLISHING NOH - FORKS, CORKS, KEGS          | 000000 | 17.18    |
|         |                         | I-118               | 101-4111-423     | PUBLISHING NOH - ST. PATRICK'S DAY           | 000000 | 19.44    |
|         |                         | I-969-2016          | 101-4111-423     | PUBLISHING MINUTES - 1/19/16                 | 000000 | 179.52   |
|         |                         | I-979               | 101-4111-423     | PUBLISHING NOH - NAJA SHRINERS               | 000000 | 11.31    |
|         |                         | I-980-2016          | 101-4111-423     | PUBLISHING NOH - TRSF MALT BEV LIC/GUNSLI    | 000000 | 10.85    |
|         |                         | I-981-2016          | 101-4111-423     | PUBLISHING NOH - ST.CLOSURE/SHRINE PARADE    | 000000 | 9.95     |
|         |                         | I-998-2016          | 101-4111-423     | PUBLISHING MINUTES - 2/1/16                  | 000000 | 194.45   |
|         |                         |                     | DEPARTMENT 111   | COMMISSION                                   | TOTAL: | 442.70   |
| 01-1743 | LEAD-DEADWOOD SCHOOL DI |                     |                  |  |        |          |
|         |                         | I-2016 ELECTION EXP | 101-4130-422     | PROFESSIONAL 2016 ELECTION EXPENSE           | 000000 | 9.07     |
|         |                         |                     | DEPARTMENT 130   | ELECTIONS                                    | TOTAL: | 9.07     |
| 01-2394 | GUNDERSON, PALMER, NELS |                     |                  |  |        |          |
|         |                         | I-66544             | 101-4141-422     | PROFESSIONAL LEGAL SERVICES                  | 000000 | 2,057.51 |
|         |                         |                     | DEPARTMENT 141   | ATTORNEY                                     | TOTAL: | 2,057.51 |
| 01-0097 | FARMER BROTHERS CO      |                     |                  |  |        |          |
|         |                         | I-63071485          | 101-4192-426-04  | SUPPLIES - CI COFFEE - CITY HALL             | 000000 | 57.50    |
| 01-0360 | ABC BUSINESS SUPPLY     |                     |                  |  |        |          |
|         |                         | I-10064             | 101-4192-425-04  | REPAIRS - CIT (60) FO48-T8/5K / CITY HALL    | 000000 | 463.40   |
|         |                         | I-10097             | 101-4192-425-04  | REPAIRS - CIT TRIPPLITE BATTERY BACK UP/CH   | 000000 | 139.90   |
|         |                         | I-9686              | 101-4192-426     | SUPPLIES LITHIUM BATT-PENCIL CUP/PUB BL      | 000000 | 38.90    |
|         |                         | I-9806              | 101-4192-426     | SUPPLIES LED 11 DA DIMMABLE/PUB BLDG         | 000000 | 66.00    |
| 01-0436 | BLACK HILLS WINDOW CLEA |                     |                  |  |        |          |
|         |                         | I-56134             | 101-4192-422-08  | PROFESSIONAL- 02-02-16 WINDOW CLEANING/HISTO | 000000 | 99.00    |
| 01-0547 | M&M SANITATION          |                     |                  |  |        |          |
|         |                         | I-29898             | 101-4192-426-05  | SUPPLIES - CO TOILET RENTAL/ COLD STORAGE    | 000000 | 110.00   |
| 01-0619 | TWILIGHT FIRST AID & SA |                     |                  |  |        |          |
|         |                         | I-120245            | 101-4192-426-04  | SUPPLIES - CI FIRST AID SUPPLIES - CITY HALL | 000000 | 53.85    |
| 01-1333 | DEADWOOD ELECTRIC       |                     |                  |  |        |          |
|         |                         | I-21270             | 101-4192-422-06  | PROFESSIONAL- LIGHTS 76 TICKET BOOTH/RODEO   | 000000 | 517.94   |
| 01-1380 | WASTE CONNECTIONS, INC. |                     |                  |  |        |          |
|         |                         | I-11940178          | 101-4192-426-11  | SUPPLIES - PA GARBAGE SVC 02/01-02/29/16/PKS | 000000 | 415.80   |
|         |                         | I-11941544          | 101-4192-426-09  | SUPPLIES - HA GARBAGE SVC 02/01-02/29/16/HRC | 000000 | 497.50   |

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 PACKET: 03745 COMBINED - 3/22/16  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

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| VENDOR                                 | NAME                    | ITEM #               | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT   |
|--|-------------------------|----------------------|------------------|--|--------|----------|
| 01-1502                                | BLACK HILLS CHEMICAL    |                      |                  |  |        |          |
|  |                         | I-096342             | 101-4192-426     | SUPPLIES TOWEL-TOILET PAPER-CLEANER/PB       | 000000 | 183.22   |
| 01-1507                                | GENE'S LOCK SHOP        |                      |                  |  |        |          |
|  |                         | I-6681               | 101-4192-426     | SUPPLIES DIGITAL 240 KEY CABINET/PUB BL      | 000000 | 409.98   |
| 01-1558                                | ECOLAB PEST ELIMINATION |                      |                  |  |        |          |
|  |                         | I-2562683            | 101-4192-422-01  | PROFESSIONAL ONE SHOT SERVICE / ADAMS HOUSE  | 000000 | 140.00   |
|  |                         | I-2604654            | 101-4192-422-01  | PROFESSIONAL ONE SHOT SERVICE /ADAMS HOUSE   | 000000 | 140.00   |
|  |                         | I-7373768            | 101-4192-422-04  | PROFESSIONAL RODENT PROGRAM/CITY HALL        | 000000 | 150.00   |
| 01-1653                                | STURDEVANT'S AUTO PARTS |                      |                  |  |        |          |
|  |                         | I-32-689840          | 101-4192-425-07  | REPAIRS - FIR TRI, HI-POWER BELTS/FIRE HALL  | 000000 | 36.91    |
| 01-1684                                | HEARTLAND PAPER COMPANY |                      |                  |  |        |          |
|  |                         | I-240445-0           | 101-4192-426-04  | SUPPLIES - CI SHAMPOO-SKIN CARE/REC CENTER   | 000000 | 54.38    |
| 01-1827                                | MS MAIL & MARKETING     |                      |                  |  |        |          |
|  |                         | I-7911               | 101-4192-426     | SUPPLIES TIME SHEETS                         | 000000 | 200.00   |
| 01-3838                                | VAST BROADBAND          |                      |                  |  |        |          |
|  |                         | I-03-12-16 PHONE CH  | 101-4192-428-04  | UTILITIES - C TELEPHONE 03/16-04/15/16/CH    | 000000 | 187.04   |
|  |                         | I-03-12-16 PHONE LIB | 101-4192-428-10  | UTILITIES - L TELEPHONE 03/16-04/15/16/LIBRA | 000000 | 234.76   |
|  |                         | I-03-12-16 PHONE STR | 101-4192-428-14  | UTILITIES - S TELEPHONE 03/16-04/15/16/STRTS | 000000 | 42.54    |
| 01-3902                                | PEPSI OF RAPID CITY     |                      |                  |  |        |          |
|  |                         | C-111045             | 101-4192-426-06  | SUPPLIES - DA CREDIT FOR SALES TAX PAID 9/22 | 000000 | 8.09-    |
|  |                         | D-031016             | 101-4192-426-06  | SUPPLIES - DA REVERSE CREDIT MEMO            | 000000 | 8.09     |
| 01-3964                                | CONVERGINT TECHNOLOGIES |                      |                  |  |        |          |
|  |                         | I-W299676            | 101-4192-422-04  | PROFESSIONAL FRONT DOOR REPAIRS/CITY HALL    | 000000 | 158.42   |
| DEPARTMENT 192 PUBLIC BUILDINGS TOTAL: |                         |                      |                  |  |        | 4,397.04 |
| 01-0510                                | GOLDEN WEST TECHNOLOGIE |                      |                  |  |        |          |
|  |                         | I-302003             | 101-4193-422     | PROFESSIONAL SSL RENEWAL                     | 000000 | 265.00   |
| DEPARTMENT 193 DATA PROCESSING TOTAL:  |                         |                      |                  |  |        | 265.00   |
| 01-0107                                | CUSTOM MICRO INTERACTIV |                      |                  |  |        |          |
|  |                         | I-2016112            | 101-4210-422     | PROFESSIONAL JUSTICE RMS ANNUAL LICNS        | 000000 | 3,150.00 |
| 01-0508                                | GALLS, LLC              |                      |                  |  |        |          |
|  |                         | I-5020183            | 101-4210-426     | SUPPLIES UNIFORM BOOTS, BELT, INSIGNIA       | 000000 | 241.57   |
|  |                         | I-5021258            | 101-4210-425     | REPAIRS DOME LIGHT - POLICE                  | 000000 | 76.94    |
| 01-0970                                | FULLER, KELLY           |                      |                  |  |        |          |

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 PACKET: 03745 COMBINED - 3/22/16  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 210 POLICE  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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| VENDOR  | NAME                    | ITEM #           | G/L ACCOUNT NAME | DESCRIPTION                               | CHECK# | AMOUNT   |
|---------|-------------------------|------------------|------------------|---|--------|----------|
| 01-0970 | FULLER, KELLY           |                  | continued        |   |        |          |
|         |                         | I-030516         | 101-4210-415     | GROUP INSURAN REIMBURSEMENT               | 000000 | 462.62   |
| 01-1424 | SOUTHSIDE SERVICE       |                  |                  |   |        |          |
|         |                         | I-43909          | 101-4210-425     | REPAIRS R & R SPARK PLUGS, 4 TIRES        | 000000 | 1,032.60 |
|         |                         | I-43929          | 101-4210-425     | REPAIRS SERVICE ENGINE, FILTER, OIL, WASH | 000000 | 94.90    |
| 01-1521 | SD POLICE CHIEFS' ASSO  |                  |                  |   |        |          |
|         |                         | I-031416         | 101-4210-422     | PROFESSIONAL REGIS.FEE-SPRNG CONF/FULLER  | 000000 | 85.00    |
|         |                         | I-031416         | 101-4210-422     | PROFESSIONAL REGIS.FEE-SPRNG CONF/MERTENS | 000000 | 85.00    |
| 01-1653 | STURDEVANT'S AUTO PARTS |                  |                  |   |        |          |
|         |                         | I-32-689689      | 101-4210-425     | REPAIRS PUSH/PULL                         | 000000 | 10.64    |
| 01-1819 | DAKOTA BUSINESS CENTER  |                  |                  |   |        |          |
|         |                         | I-IN29776        | 101-4210-424     | RENTALS COPIER MAINTENANCE - POLICE       | 000000 | 155.88   |
| 01-2402 | MERTENS, KENNETH        |                  |                  |   |        |          |
|         |                         | I-22916          | 101-4210-415     | GROUP INSURAN REIMBURSEMENT               | 000000 | 293.72   |
|         |                         |                  |                  |   |        |          |
|         |                         |                  | DEPARTMENT 210   | POLICE                                    | TOTAL: | 5,688.87 |
| 01-0368 | PHEASANTLAND INDUSTRIES |                  |                  |   |        |          |
|         |                         | I-057236         | 101-4221-426     | SUPPLIES CUSTOM DECALS,                   | 000000 | 34.34    |
| 01-1100 | OVERHEAD DOOR CO.       |                  |                  |   |        |          |
|         |                         | I-67945          | 101-4221-425     | REPAIRS FIXED CODE - FIRE DEPT            | 000000 | 45.00    |
| 01-1462 | KLAMM, MIKE             |                  |                  |   |        |          |
|         |                         | I-022116         | 101-4221-429     | OTHER MEALS - MIDWINTER MUSTER            | 000000 | 22.00    |
| 01-1653 | STURDEVANT'S AUTO PARTS |                  |                  |   |        |          |
|         |                         | I-32-689551      | 101-4221-434     | MACHINERY/EQU BATTERIES                   | 000000 | 394.98   |
| 01-1904 | CAMPBELL SUPPLY         |                  |                  |   |        |          |
|         |                         | I-022415 - X1050 | 101-4221-426     | SUPPLIES TEMP LASER GUN - FIRE DEPT       | 000000 | 99.00    |
| 01-1942 | STANGER, RICHARD        |                  |                  |   |        |          |
|         |                         | I-022116         | 101-4221-429     | OTHER MEALS - MIDWINTER MUSTER            | 000000 | 22.00    |
| 01-2071 | RAPID VALLEY FIRE DEPA  |                  |                  |   |        |          |
|         |                         | I-030116         | 101-4221-429     | OTHER 2016 MID WINTER MUSTER              | 000000 | 60.00    |
| 01-2594 | DEADWOOD FIRE DEPARTMEN |                  |                  |   |        |          |
|         |                         | I-29492900       | 101-4221-429     | OTHER REIMBS.- PURCHASE OF 6 FLAGS        | 000000 | 462.51   |
|         |                         | I-53587800       | 101-4221-425     | REPAIRS REIMBS/COMPRESSOR PART RPLCMT     | 000000 | 163.05   |
|         |                         | I-54501700       | 101-4221-425     | REPAIRS REIMBS/COMPRESSOR VALVE RPLCMT    | 000000 | 162.59   |

| VENDOR                                   | NAME                    | ITEM #               | G/L ACCOUNT NAME | DESCRIPTION                               | CHECK# | AMOUNT          |
|--|-------------------------|----------------------|------------------|---|--------|-----------------|
| 01-3056                                  | NORTHERN HILLS TECHNOLO |                      |                  |   |        |                 |
|  |                         | I-11721              | 101-4221-422     | PROFESSIONAL ONLINE BACKUP, ADD'L STORAGE | 000000 | 66.00           |
| 01-3170                                  | MED-TECH RESOURCE, INC. |                      |                  |   |        |                 |
|  |                         | I-56484              | 101-4221-426     | SUPPLIES SEAT BELT CUTTERS, SHEARS        | 000000 | 67.25           |
| DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR |                         |                      |                  |   |        | TOTAL: 1,598.72 |
| 01-0145                                  | ESRI INC.               |                      |                  |   |        |                 |
|  |                         | I-93105107           | 101-4232-422     | PROFESSIONAL MM SERVER UPDATE             | 000000 | 1,600.00        |
| 01-1638                                  | SD BUILDING OFFICIALS   |                      |                  |   |        |                 |
|  |                         | I-03-29-16 EGRESSSEM | 101-4232-427     | TRAVEL 2015 IBC MEANS OF EGRESS/B INS     | 000000 | 75.00           |
| DEPARTMENT 232 BUILDING INSPECTION       |                         |                      |                  |   |        | TOTAL: 1,675.00 |
| 01-0360                                  | ABC BUSINESS SUPPLY     |                      |                  |   |        |                 |
|  |                         | I-10060              | 101-4310-426     | SUPPLIES COPY PAPER/STREETS               | 000000 | 42.00           |
| 01-0561                                  | SD ONE CALL             |                      |                  |   |        |                 |
|  |                         | I-SD16-0278          | 101-4310-422     | PROFESSIONAL LOCATE MSGS-FAXES/STREETS    | 000000 | 14.00           |
| 01-1058                                  | DAKOTA SUPPLY GROUP     |                      |                  |   |        |                 |
|  |                         | I-B972169            | 101-4310-426     | SUPPLIES (24) LED 16W LUMEN GE/STREETS    | 000000 | 408.00          |
| 01-1171                                  | A & B BUSINESS SOLUTION |                      |                  |   |        |                 |
|  |                         | I-IN270326           | 101-4310-426     | SUPPLIES CONTRACT BASE RATE/STREETS       | 000000 | 131.98          |
| 01-1333                                  | DEADWOOD ELECTRIC       |                      |                  |   |        |                 |
|  |                         | I-21269              | 101-4310-425     | REPAIRS FUSE REPLACE CROSSWALK/STRTS      | 000000 | 338.29          |
| 01-1374                                  | BUTLER MACHINERY COMPAN |                      |                  |   |        |                 |
|  |                         | I-06PS0471159        | 101-4310-425     | REPAIRS CLIP-CLAMP-WASHER-BOLT/STRTS      | 000000 | 18.60           |
|  |                         | I-06PS0471160        | 101-4310-425     | REPAIRS BRACKET ASSEMBLY/STREETS          | 000000 | 13.56           |
|  |                         | I-06PS0471402        | 101-4310-425     | REPAIRS PLATE-SENDER-HOSE/STREETS         | 000000 | 493.61          |
|  |                         | I-06PS0471403        | 101-4310-425     | REPAIRS GASKET-CLIP LOOP-HARNESS/STRTS    | 000000 | 113.01          |
|  |                         | I-06PS0471560        | 101-4310-426     | SUPPLIES FUEL CAP / STREETS               | 000000 | 31.79           |
| 01-1406                                  | STRETCH'S GLASS & CUSTO |                      |                  |   |        |                 |
|  |                         | I-I026522            | 101-4310-426     | SUPPLIES FLOOR MATS BILLS PICKUP/STRTS    | 000000 | 73.30           |
| 01-1493                                  | SANITATION PRODUCTS, IN |                      |                  |   |        |                 |
|  |                         | I-035640             | 101-4310-425     | REPAIRS GUTTER BROOM FOR SWEEPER/STRTS    | 000000 | 356.00          |
|  |                         | I-035662             | 101-4310-425     | REPAIRS FUEL TANK ELGIN SWEEPER/STRTS     | 000000 | 114.84          |
|  |                         | I-035697             | 101-4310-425     | REPAIRS STRIP MAIN-DRAIN PLUG/STREETS     | 000000 | 577.19          |
| 01-1500                                  | A & B WELDING           |                      |                  |   |        |                 |

PACKET: 03745 COMBINED - 3/22/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR  | NAME                    | ITEM #              | G/L ACCOUNT NAME | DESCRIPTION    | CHECK#                                | AMOUNT   |
|---------|-------------------------|---------------------|------------------|----------------|---------------------------------------|----------|
| 01-1500 | A & B WELDING           |                     | continued        |                |                                       |          |
|         |                         | I-031016CYLDEPRENEW | 101-4310-426     | SUPPLIES       | OXY-ACET 5 YR CYL DEP RENEW/ST 000000 | 59.00    |
|         |                         | I-204740A           | 101-4310-426     | SUPPLIES       | IWD COM 10758 CAP/STREETS 000000      | 6.80     |
| 01-1587 | PRESSURE SERVICES, INC. |                     |                  |                |                                       |          |
|         |                         | I-103213            | 101-4310-425     | REPAIRS        | OIL-SPRAY NOZZLE-PTS LABOR/STR 000000 | 173.22   |
| 01-1653 | STURDEVANT'S AUTO PARTS |                     |                  |                |                                       |          |
|         |                         | I-32-689171         | 101-4310-426     | SUPPLIES       | HYDRAULIC JACK/STREETS 000000         | 47.99    |
|         |                         | I-32-689202         | 101-4310-426     | SUPPLIES       | GRADE C LOC- FLAT WASHER/STRTS 000000 | 20.40    |
|         |                         | I-32-689206         | 101-4310-426     | SUPPLIES       | SCREWS / STREETS 000000               | 7.56     |
|         |                         | I-32-689314         | 101-4310-425     | REPAIRS        | HOSE FITTINGS-WIRE HY/STREETS 000000  | 71.51    |
|         |                         | I-32-689336         | 101-4310-426     | SUPPLIES       | ILLUMINATED BLUE O/STREETS 000000     | 4.13     |
|         |                         | I-32-689338         | 101-4310-425     | REPAIRS        | HEAVY DUTY ON-OFF/STREETS 000000      | 7.21     |
|         |                         | I-32-689357         | 101-4310-425     | REPAIRS        | RUBBER UNDERCOAT/STREETS 000000       | 3.69     |
|         |                         | I-32-689426         | 101-4310-426     | SUPPLIES       | STANDARD MINI BULB / STREETS 000000   | 1.70     |
|         |                         | I-32-689488         | 101-4310-426     | SUPPLIES       | (10) MECH FASTFIT GLV B/STRTS 000000  | 119.90   |
|         |                         | I-32-689614         | 101-4310-425     | REPAIRS        | NEW HD STARTED DUMPTRUCK/STRTS 000000 | 159.99   |
|         |                         | I-32-689625         | 101-4310-426     | SUPPLIES       | BUD NUT WRENCH/STREETS 000000         | 33.99    |
|         |                         | I-32-689709         | 101-4310-425     | REPAIRS        | GRAY FILLER PRIMER/STREETS 000000     | 5.59     |
|         |                         | I-32-689776         | 101-4310-425     | REPAIRS        | GLOSSY WHITE-CLEAR/STREETS 000000     | 10.38    |
|         |                         | I-32-689791         | 101-4310-425     | REPAIRS        | 4 HOSE FITTING-WIRE HYD/STRTS 000000  | 46.50    |
|         |                         | I-32-689824         | 101-4310-425     | REPAIRS        | (2) STOP & TAIL/STREETS 000000        | 39.84    |
|         |                         | I-32-689866         | 101-4310-426     | SUPPLIES       | MAG 1 DEXRON/MERC OIL/STREETS 000000  | 475.30   |
|         |                         | I-32-689902         | 101-4310-426     | SUPPLIES       | GAS FILTER-OIL FILTER/STREETS 000000  | 13.80    |
|         |                         | I-32-689903         | 101-4310-426     | SUPPLIES       | (10) STANDARD MINIBULB / STRTS 000000 | 24.90    |
|         |                         | I-32-689926         | 101-4310-426     | SUPPLIES       | OIL FILTER-1X10 SOFT/STREETS 000000   | 27.65    |
|         |                         | I-32-690119         | 101-4310-425     | REPAIRS        | (2) IVORY COLORED PLAS/STREETS 000000 | 7.42     |
|         |                         | I-32-690184         | 101-4310-426     | SUPPLIES       | (10) MOLY EP SYN PLUS G/STRTS 000000  | 56.50    |
|         |                         | I-32-690196         | 101-4310-426     | SUPPLIES       | MAG 1 AW R&O ISO 3/STREETS 000000     | 38.99    |
|         |                         | I-32-690252         | 101-4310-426     | SUPPLIES       | (22) BROKEN BOX 3-M/STREETS 000000    | 16.06    |
|         |                         | I-32-690253         | 101-4310-426     | SUPPLIES       | 18-14 AWG QUICK SP / STREETS 000000   | 3.29     |
|         |                         | I-32-690302         | 101-4310-426     | SUPPLIES       | OIL FILTER / STREETS 000000           | 41.88    |
|         |                         | I-32-690395         | 101-4310-425     | REPAIRS        | 16 AWG YELLOW, GREEN PRIM/STRT 000000 | 10.84    |
|         |                         | I-32-690664         | 101-4310-426     | SUPPLIES       | NEEDLE ASSY / STREETS 000000          | 12.99    |
|         |                         | I-32-690698         | 101-4310-426     | SUPPLIES       | TIRE CHAINS/STREETS 000000            | 271.35   |
| 01-3424 | BLACK HILLS URGENT CARE |                     |                  |                |                                       |          |
|         |                         | I-2345              | 101-4310-422     | PROFESSIONAL   | TESTING 000000                        | 96.24    |
| 01-3654 | SPEARFISH AUTO SUPPLY   |                     |                  |                |                                       |          |
|         |                         | C-997800            | 101-4310-425     | REPAIRS        | CORE DEPOSIT REFUND/STREETS 000000    | 108.00   |
|         |                         | I-997758            | 101-4310-425     | REPAIRS        | BATTERY-CORE DEPOSIT/STREETS 000000   | 624.00   |
|         |                         |                     |                  | DEPARTMENT 310 | STREETS                               |          |
|         |                         |                     |                  | TOTAL:         |                                       | 5,158.78 |
| 01-1380 | WASTE CONNECTIONS, INC. |                     |                  |                |                                       |          |
|         |                         | I-11940301          | 101-4320-422     | PROFESSIONAL   | GARBAGE SVC 02/01-02/29/16/RES 000000 | 6,601.30 |
|         |                         |                     |                  | DEPARTMENT 320 | SANITATION                            |          |
|         |                         |                     |                  | TOTAL:         |                                       | 6,601.30 |

3/18/2016 8:41 AM  
 PACKET: 03745 COMBINED - 3/22/16  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 520 PARKS  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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BANK: FNBAP

| VENDOR               | NAME                    | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                                 | CHECK# | AMOUNT   |
|----------------------|-------------------------|----------------|------------------|---|--------|----------|
| 01-0418              | BLACK HILLS PIONEER     |                |                  |   |        |          |
|                      |                         | I-119          | 101-4520-433-01  | CIP - TRAIL C NOTICE TO BID - POWERHSE PARK | 000000 | 43.14    |
| 01-0551              | MENARD'S                |                |                  |   |        |          |
|                      |                         | I-72484        | 101-4520-433-03  | CIP - GORDON QUALITY BOARD-QT ROUND/BFIELD  | 000000 | 414.08   |
| 01-0677              | LAWSON PRODUCTS, INC.   |                |                  |   |        |          |
|                      |                         | I-9303943468   | 101-4520-426     | SUPPLIES 5 GAL CONC PATCH TRACTITE/PKS      | 000000 | 510.45   |
| 01-0782              | JACOBS PRECISION WELDIN |                |                  |   |        |          |
|                      |                         | I-22755        | 101-4520-426     | SUPPLIES C-25 / PARKS                       | 000000 | 65.35    |
|                      |                         | I-22779        | 101-4520-426     | SUPPLIES ACETYLENE-BLADE GUIDE KIT/PARK     | 000000 | 70.00    |
| 01-1148              | KNECHT HOME CENTER, INC |                |                  |   |        |          |
|                      |                         | I-926453       | 101-4520-433-03  | CIP - GORDON (16) GYPSUM WALLBOARD/BFIELD   | 000000 | 289.60   |
| 01-1502              | BLACK HILLS CHEMICAL    |                |                  |   |        |          |
|                      |                         | I-096342       | 101-4520-426     | SUPPLIES TOWEL-TOILET PAPER-CLEANER/PKS     | 000000 | 183.22   |
|                      |                         | I-096490       | 101-4520-426     | SUPPLIES BUCKET-PUMP-55 GAL TOUGH/PARKS     | 000000 | 423.59   |
| 01-1589              | TEAM LABORATORY CHEMICA |                |                  |   |        |          |
|                      |                         | I-INV0000534   | 101-4520-426     | SUPPLIES (28) GRANULAR FERTILIZER/PARKS     | 000000 | 1,137.50 |
| 01-1653              | STURDEVANT'S AUTO PARTS |                |                  |   |        |          |
|                      |                         | I-32-690263    | 101-4520-426     | SUPPLIES 50/50 LONG-10W30 FULL, QT/PARK     | 000000 | 115.66   |
|                      |                         | I-32-690311    | 101-4520-425     | REPAIRS CLIMATE CONTROL                     | 000000 | 119.99   |
|                      |                         | I-32-690313    | 101-4520-426     | SUPPLIES (12) FW20/PARKS                    | 000000 | 52.68    |
|                      |                         | I-32-690314    | 101-4520-426     | SUPPLIES AIR FILTER/PARKS                   | 000000 | 51.92    |
| 01-1694              | GRIMM'S PUMP & INDUSTRI |                |                  |   |        |          |
|                      |                         | I-62724        | 101-4520-426     | SUPPLIES D(1) 5 GAL DETERGENT/PARKS         | 000000 | 41.00    |
| 01-1714              | FORCOLI & SONS PAINTING |                |                  |   |        |          |
|                      |                         | I-03022016-DWD | 101-4520-433-03  | CIP - GORDON PAINT RESTROOM-CROWS NEST/BFLD | 000000 | 1,673.47 |
| 01-3346              | REGIONAL HEALTH         |                |                  |   |        |          |
|                      |                         | I-161254C2296  | 101-4520-422     | PROFESSIONAL TESTING                        | 000000 | 122.00   |
| 01-3971              | MEINERS DRYWALL         |                |                  |   |        |          |
|                      |                         | I-1013         | 101-4520-433-03  | CIP - GORDON TAPE-TEXTURE-PAINT/BALLFIELD   | 000000 | 489.00   |
| 01-3972              | MEHLBERG CONSTRUCTION   |                |                  |   |        |          |
|                      |                         | I-031716       | 101-4520-433-03  | CIP - GORDON CONCESSION STAND-BASEBALL FLD  | 000000 | 2,397.88 |
| DEPARTMENT 520 PARKS |                         |                |                  |   |        |          |
| TOTAL:               |                         |                |                  |   |        | 8,200.53 |
| 01-0145              | ESRI INC.               |                |                  |   |        |          |
|                      |                         | I-93105107     | 101-4640-429     | OTHER MM SERVER UPDATE                      | 000000 | 900.00   |

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PACKET: 03745 COMBINED - 3/22/16  
VENDOR SET: 01  
FUND : 101 GENERAL FUND  
DEPARTMENT: 640 PLANNING AND ZONING  
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

BANK: FNBAP

| VENDOR  | NAME                    | ITEM #   | G/L ACCOUNT NAME | DESCRIPTION                           | CHECK# | AMOUNT    |
|---------|-------------------------|----------|------------------|---------------------------------------|--------|-----------|
| 01-0382 | ARLETH LAND SURVEYING L |          |                  |                                       |        |           |
|         |                         | I-1156   | 101-4640-422     | PROFESSIONAL UPDATE RODEO GROUNDS MAP | 000000 | 1,892.50  |
|         |                         | I-1164   | 101-4640-422     | PROFESSIONAL PLAT DATA RSRCH          | 000000 | 627.50    |
| 01-0510 | GOLDEN WEST TECHNOLOGIE |          |                  |                                       |        |           |
|         |                         | I-302124 | 101-4640-426     | SUPPLIES BUSINESS CARD SCANNER        | 000000 | 169.00    |
|         |                         |          |                  | DEPARTMENT 640 PLANNING AND ZONING    | TOTAL: | 3,589.00  |
|         |                         |          |                  | FUND 101 GENERAL FUND                 | TOTAL: | 39,683.52 |

PACKET: 03745 COMBINED - 3/22/16

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR                               | NAME                    | ITEM #        | G/L ACCOUNT NAME | DESCRIPTION                                 | CHECK# | AMOUNT    |
|--------------------------------------|-------------------------|---------------|------------------|---|--------|-----------|
| 01-0223                              | COCA COLA BOTTLING HIGH |               |                  |   |        |           |
|                                      |                         | I-1697011     | 209-4510-426     | SUPPLIES (11) 5 GALLON WATER/REC CENTER     | 000000 | 71.50     |
|                                      |                         | I-1697054     | 209-4510-426     | SUPPLIES (7) 5 GALLON WATER/REC CENTER      | 000000 | 85.50     |
|                                      |                         | I-1697089     | 209-4510-426     | SUPPLIES (4) 5 GALLON WATER/REC CENTER      | 000000 | 26.00     |
|                                      |                         | I-1697148     | 209-4510-426     | SUPPLIES (7) 5 GALLON WATER/REC CENTER      | 000000 | 65.50     |
| 01-0251                              | RECREATION SUPPLY COMPA |               |                  |   |        |           |
|                                      |                         | I-295780      | 209-4510-426     | SUPPLIES COLOR Q CHECK STAND KIT/REC        | 000000 | 31.85     |
| 01-1380                              | WASTE CONNECTIONS, INC. |               |                  |   |        |           |
|                                      |                         | I-11940301    | 209-4510-426     | SUPPLIES GARBAGE SVC 02/01-02/29/16/REC     | 000000 | 65.00     |
| 01-1558                              | ECOLAB PEST ELIMINATION |               |                  |   |        |           |
|                                      |                         | I-7373769     | 209-4510-422     | PROFESSIONAL COCKROACH-RODENT PROGRAM/REC C | 000000 | 90.00     |
| 01-1827                              | MS MAIL & MARKETING     |               |                  |   |        |           |
|                                      |                         | I-7911        | 209-4510-426     | SUPPLIES WATER INFO SHEET                   | 000000 | 5.00      |
| 01-3151                              | KONE INC.               |               |                  |   |        |           |
|                                      |                         | I-949232380   | 209-4510-422     | PROFESSIONAL ELEVATOR MAINT/RAMP            | 000000 | 140.07    |
| 01-3346                              | REGIONAL HEALTH         |               |                  |   |        |           |
|                                      |                         | I-161254C2296 | 209-4510-422     | PROFESSIONAL TESTING                        | 000000 | 25.00     |
| 01-3648                              | NETWORK SERVICES COMPAN |               |                  |   |        |           |
|                                      |                         | I-240003-0    | 209-4510-426     | SUPPLIES KLING BOWL CLEANER/REC CENTER      | 000000 | 25.80     |
|                                      |                         | I-240007-0    | 209-4510-426     | SUPPLIES GLOVE-SHAMPOO-CLEANER/REC          | 000000 | 279.60    |
| DEPARTMENT 510 REC CENTER TOTAL:     |                         |               |                  |   |        | 910.82    |
| 01-1647                              | DEADWOOD-LEAD ECONOMIC  |               |                  |   |        |           |
|                                      |                         | I-022216      | 209-4980-429     | OTHER 2016 ALLOCATION                       | 000000 | 48,000.00 |
| DEPARTMENT 980 SPECIAL EVENTS TOTAL: |                         |               |                  |   |        | 48,000.00 |
| FUND 209 BED & BOOZE FUND TOTAL:     |                         |               |                  |   |        | 48,910.82 |

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PACKET: 03745 COMBINED - 3/22/16  
VENDOR SET: 01  
FUND : 215 HISTORIC PRESERVATION  
DEPARTMENT: 572 HP VISITOR MGMT AND INFOR  
BUDGET TO USE: CB-CURRENT BUDGET

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BANK: PNEAP

| VENDOR                                   | NAME                    | ITEM #      | G/L ACCOUNT NAME | DESCRIPTION                                 | CHECK# | AMOUNT           |
|--|-------------------------|-------------|------------------|---|--------|------------------|
| 01-0475                                  | DEADWOOD CHAMBER & VISI | I-030916    | 215-4572-210     | VISITOR MGMT BILL LIST - HPC MARKETING      | 000000 | 39,155.16        |
| 01-1182                                  | MACROVISION             | I-2016-11   | 215-4572-235     | VISITOR MGMT HP FACEBOOK JAN-MAR - VIDEOING | 000000 | 900.00           |
| 01-3227                                  | FOUR WINDS INTERACTIVE, | I-SIN089913 | 215-4572-235     | VISITOR MGMT ANNUAL MAINTENANCE             | 000000 | 1,473.86         |
| DEPARTMENT 572 HP VISITOR MGMT AND INFOR |                         |             |                  |   |        | TOTAL: 41,529.02 |
| 01-0145                                  | ESRI INC.               | I-93105107  | 215-4573-340     | HIST. INTERP. MM SERVER UPDATE              | 000000 | 9,500.00         |
| 01-0360                                  | ABC BUSINESS SUPPLY     | I-10048     | 215-4573-335     | HIST. INTERP. PRINTER INK                   | 000000 | 77.00            |
| 01-0451                                  | RUNGE, MIKE             | I-022216    | 215-4573-335     | HIST. INTERP. FUEL TO/FROM SIOUX FALLS      | 000000 | 75.31            |
| 01-2909                                  | VERENDRYE MUSEUM INC.   | I-122515    | 215-4573-325     | HIST. INTERP. 2016 MEMBERSHIP               | 000000 | 25.00            |
| 01-3969                                  | SMITHSONIAN             | I-030916    | 215-4573-325     | HIST. INTERP. SMITHSONIAN SUBSCRIPTION      | 000000 | 8.00             |
| DEPARTMENT 573 HP HISTORIC INTERPRETATIO |                         |             |                  |   |        | TOTAL: 9,685.31  |
| 01-3349                                  | OLD FORT MEADE MUSEUM   | I-030516    | 215-4575-520     | GRANT/LOAN PR 2015 OUTSIDE DWD GRANT RND 1  | 000000 | 1,746.59         |
| DEPARTMENT 575 HP DEADWOOD GRANT AND LOA |                         |             |                  |   |        | TOTAL: 1,746.59  |
| 01-2394                                  | GUNDERSON, PALMER, NELS | I-66544     | 215-4576-620     | PROFES. SERV. LEGAL SERVICES                | 000000 | 150.00           |
| DEPARTMENT 576 HP PROFESSIONAL SERVICES  |                         |             |                  |   |        | TOTAL: 150.00    |
| 01-0418                                  | BLACK HILLS PIONEER     | I-120       | 215-4577-775-02  | CIP-GATEWAY E NOTICE TO BID-GATEWAY LNDS    | 000000 | 45.58            |
| 01-0547                                  | M&M SANITATION          | I-29899     | 215-4577-795     | CAPITAL ASSET TOILET RENTAL / FIREWISE      | 000000 | 110.00           |
| 01-0776                                  | ALBERTSON ENGINEERING,  |             |                  |   |        |                  |

PACKET: 03745 COMBINED - 3/22/16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR  | NAME                    | ITEM #          | G/L ACCOUNT NAME | DESCRIPTION                                    | CHECK# | AMOUNT    |
|---------|-------------------------|-----------------|------------------|--|--------|-----------|
| 01-0776 | ALBERTSON ENGINEERING,  |                 | continued        |  |        |           |
|         |                         | I-9851          | 215-4577-755     | CAPITAL ASSET 2014-186H CRESENT ST RET WALL    | 000000 | 144.15    |
|         |                         | I-9915          | 215-4577-755     | CAPITAL ASSET 2014-186H FREMONT ST RET WALL    | 000000 | 2,570.90  |
| 01-0841 | TSP, INC.               |                 |                  |  |        |           |
|         |                         | I-0050278       | 215-4577-810     | CAPITAL ASSET WATER SYSTEM IMP/85-385 PROJEC   | 000000 | 220.00    |
| 01-2473 | SD DEPT. OF CORRECTIONS |                 |                  |  |        |           |
|         |                         | I-C18D6392      | 215-4577-795     | CAPITAL ASSET FIRE PROTECT/PREVENT/FIREWISE    | 000000 | 4,529.57  |
| 01-3785 | TALLGRASS               |                 |                  |  |        |           |
|         |                         | I-2016-017      | 215-4577-775     | CAPITAL ASSET GATEWAYS, LANDSCAPE, REMODEL     | 000000 | 540.00    |
|         |                         | I-2016-019      | 215-4577-775     | CAPITAL ASSET POWERHOUSE CONSTRUCTION DOCS     | 000000 | 2,025.00  |
| 01-3937 | GLOBAL EQUIPMENT COMPAN |                 |                  |  |        |           |
|         |                         | I-109141112     | 215-4577-745     | CAPITAL ASSET SHOP VAC FOR BRICK TRAILER       | 000000 | 234.35    |
| 01-3966 | WESTERN HILLS PAINTING  |                 |                  |  |        |           |
|         |                         | I-1             | 215-4577-730     | CAPITAL ASSET REPAIR AND REPAINT WATER DAMAG   | 000000 | 4,896.00  |
|         |                         |                 |                  | DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL; |        | 15,315.55 |
| 01-0097 | FARMER BROTHERS CO      |                 |                  |  |        |           |
|         |                         | I-63071486SO    | 215-4641-426     | SUPPLIES HP - RESTOCK REFRESHMENTS             | 000000 | 31.55     |
| 01-0340 | MIDCONTINENT COMMUNICAT |                 |                  |  |        |           |
|         |                         | I-7047175027895 | 215-4641-428     | UTILITIES 3 SIEVER-DATA SVCS 03/01-03/31       | 000000 | 65.00     |
| 01-0467 | CULLIGAN OF THE NORTHER |                 |                  |  |        |           |
|         |                         | I-77676         | 215-4641-426     | SUPPLIES HP - WATER COOLER RENTAL              | 000000 | 15.00     |
|         |                         | I-78058         | 215-4641-426     | SUPPLIES HP - 3 WATER BOTTLES                  | 000000 | 19.50     |
| 01-0619 | TWILIGHT FIRST AID & SA |                 |                  |  |        |           |
|         |                         | I-120246        | 215-4641-426     | SUPPLIES HP - RESTOCK FIRST AID KIT            | 000000 | 120.41    |
| 01-1827 | MS MAIL & MARKETING     |                 |                  |  |        |           |
|         |                         | I-7912          | 215-4641-423     | PUBLISHING RUNGE BUSINESS CARDS                | 000000 | 35.00     |
|         |                         | I-7918          | 215-4641-423     | PUBLISHING MARCH NEWSLETTER                    | 000000 | 588.20    |
| 01-2449 | HOLIDAY INN CITY CENTRE |                 |                  |  |        |           |
|         |                         | I-C0102         | 215-4641-427     | TRAVEL SD PBS MEETING - MIKE                   | 000000 | 60.00     |
|         |                         | I-C0102         | 215-4641-427     | TRAVEL SD PBS MEETING - GRANT                  | 000000 | 55.00     |
|         |                         | I-C0102         | 215-4641-427     | TRAVEL SD PBS MEETING - KEVIN                  | 000000 | 55.00     |
| 01-3373 | AMAZON WEB SERVICES     |                 |                  |  |        |           |
|         |                         | I-6876425       | 215-4641-428     | UTILITIES WEB SVCS FEB 1-FEB 29, 2016          | 000000 | 214.89    |
| 01-3968 | LOUIS BERGER, INC       |                 |                  |  |        |           |

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PACKET: 03745 COMBINED - 3/22/16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                                   | NAME              | ITEM #  | G/L ACCOUNT NAME | DESCRIPTION                               | CHECK# | AMOUNT    |
|--|-------------------|---------|------------------|---|--------|-----------|
| =====                                    |                   |         |                  |   |        |           |
| 01-3968                                  | LOUIS BERGER, INC |         | continued        |   |        |           |
|  |                   | I-97864 | 215-4641-422     | PROFESSIONAL DWD CONSV. EASEMENT BASELINE | 000000 | 440.00    |
| DEPARTMENT 641 OFFICE HIST. PRES. TOTAL: |                   |         |                  |   |        | 1,699.55  |
| -----                                    |                   |         |                  |   |        |           |
| FUND 215 HISTORIC PRESERVATION TOTAL:    |                   |         |                  |   |        | 70,126.02 |

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03745 COMBINED - 3/22/16

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR  | NAME                    | ITEM #  | G/L ACCOUNT NAME | DESCRIPTION                   | CHECK# | AMOUNT   |
|---------|-------------------------|---------|------------------|-------------------------------|--------|----------|
| 01-2394 | GUNDERSON, PALMER, NELS | I-66544 | 216-4653-422     | PROFESSIONAL LEGAL SERVICES   | 000000 | 1,847.50 |
|         |                         |         |                  | DEPARTMENT 653 REVOLVING LOAN | TOTAL: | 1,847.50 |
|         |                         |         |                  | FUND 216 REVOLVING LOAN       | TOTAL: | 1,847.50 |

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## REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03745 COMBINED - 3/22/16

VENDOR SET: 01

FUND : 564 LOWER MAIN VISITOR CENTER

DEPARTMENT: 192 PUBLIC BUILDING

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                             | NAME                    | ITEM #        | G/L ACCOUNT NAME | DESCRIPTION                                 | CHECK# | AMOUNT     |
|------------------------------------|-------------------------|---------------|------------------|---|--------|------------|
| 01-0418                            | BLACK HILLS PIONEER     |               |                  |   |        |            |
|                                    |                         | I-982-2016    | 564-4192-422     | PROFESSIONAL REQ.-QUALIFICATIONS/WLCM CNTR  | 000000 | 35.00      |
| 01-1383                            | AINSWORTH-BENNING CONST |               |                  |   |        |            |
|                                    |                         | I-LOWERMAIN#3 | 564-4192-422     | PROFESSIONAL LOWER MAIN PROJECT/PUBLIC BLDG | 000000 | 224,903.00 |
| 01-3875                            | FMG ENGINEERING         |               |                  |   |        |            |
|                                    |                         | I-26997       | 564-4192-422     | PROFESSIONAL SOIL-CONCR TESTING/LOWER MAIN  | 000000 | 6,930.97   |
| DEPARTMENT 192 PUBLIC BUILDING     |                         |               |                  |   | TOTAL: | 231,868.97 |
| FUND 564 LOWER MAIN VISITOR CENTER |                         |               |                  |   | TOTAL: | 231,868.97 |

PACKET: 03745 COMBINED - 3/22/16

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR               | NAME                    | ITEM #              | G/L ACCOUNT NAME | DESCRIPTION                             | CHECK# | AMOUNT            |
|----------------------|-------------------------|---------------------|------------------|---|--------|-------------------|
| 01-0206              | SCHMIDT, WILLIAM        |                     |                  |   |        |                   |
|                      |                         | I-03-13-16 CURB REP | 602-4330-425     | REPAIRS CURB- GUTTER 67 STEWART/WATER   | 000000 | 1,871.00          |
| 01-0561              | SD ONE CALL             |                     |                  |   |        |                   |
|                      |                         | I-SD16-0278         | 602-4330-422     | PROFESSIONAL LOCATE MSGS-FAXES/WATER    | 000000 | 14.00             |
| 01-0584              | NORTHWEST PIPE FITTINGS |                     |                  |   |        |                   |
|                      |                         | C-CM190357          | 602-4330-426     | SUPPLIES RETURN OF F/MJ PIPE/WATER      | 000000 | 18.00-            |
|                      |                         | I-188171            | 602-4330-426     | SUPPLIES LID ONLY MARKED WATER/WATER    | 000000 | 18.72             |
|                      |                         | I-188683            | 602-4330-426     | SUPPLIES FLEXIBLE TAP SADDLE TEE/WATER  | 000000 | 98.87             |
|                      |                         | I-189799            | 602-4330-426     | SUPPLIES T-BOLT-STAR TIE BOLT/STREETS   | 000000 | 81.92             |
| 01-1653              | STURDEVANT'S AUTO PARTS |                     |                  |   |        |                   |
|                      |                         | I-32-689822         | 602-4330-426     | SUPPLIES PRY BAR W/HANDLE/WATER         | 000000 | 15.59             |
|                      |                         | I-32-690559         | 602-4330-425     | REPAIRS GAGE 1/4' NPT 0-1/WATER         | 000000 | 14.29             |
| 01-1827              | MS MAIL & MARKETING     |                     |                  |   |        |                   |
|                      |                         | I-7918-A            | 602-4330-426     | SUPPLIES UTILITY BILLS MAILING          | 000000 | 253.78            |
|                      |                         | I-7935              | 602-4330-426     | SUPPLIES ENVELOPES FOR WATER BILLS      | 000000 | 400.00            |
| 01-3754              | WL CONSTRUCTION SUPPLY  |                     |                  |   |        |                   |
|                      |                         | I-9694              | 602-4330-426     | SUPPLIES XTREME COMBO DIAMOND BLADE/WAT | 000000 | 619.99            |
| 01-3818              | OPTEDAL CONSTRUCTION, I |                     |                  |   |        |                   |
|                      |                         | I-031416PAYREQ#9    | 602-4330-433-01  | CIP-HIWAY 85 HWY 85 PROJECT/PAY REQ #9  | 000000 | 138,861.17        |
| DEPARTMENT 330 WATER |                         |                     |                  |   |        | TOTAL: 142,231.33 |
| FUND 602 WATER FUND  |                         |                     |                  |   |        | TOTAL: 142,231.33 |

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PACKET: 03745 COMBINED - 3/22/16

VENDOR SET: 01

FUND : 607 MT MORIAH CEMETERY OPERAT

DEPARTMENT: 580 MT. MORIAH

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR  | NAME      | ITEM #     | G/L ACCOUNT NAME | DESCRIPTION                               | CHECK# | AMOUNT |
|---------|-----------|------------|------------------|---|--------|--------|
| 01-3785 | TALLGRASS |            |                  |   |        |        |
|         |           | I-2016-018 | 607-4580-422     | PROFESSIONAL MT MORIAH EROSION CONTROL/MM | 000000 | 135.00 |
|         |           |            |                  | DEPARTMENT 580 MT. MORIAH                 | TOTAL: | 135.00 |
|         |           |            |                  | FUND 607 MT MORIAH CEMETERY OPERATTOTAL:  |        | 135.00 |

PACKET: 03745 COMBINED - 3/22/16

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR                                       | NAME                    | ITEM #      | G/L ACCOUNT NAME | DESCRIPTION                             | CHECK# | AMOUNT   |
|--|-------------------------|-------------|------------------|---|--------|----------|
| 01-0475                                      | DEADWOOD CHAMBER & VISI |             |                  |   |        |          |
|  |                         | I-030816    | 610-4360-425     | REPAIRS REIMBS/POLE BANNER-SHERMAN ST   | 000000 | 333.90   |
| 01-3712                                      | PASSPORT PARKING, INC.  |             |                  |   |        |          |
|  |                         | I-2973      | 610-4360-422     | PROFESSIONAL MOBILE PAY - METERS        | 000000 | 35.75    |
| DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL: |                         |             |                  |   |        | 369.65   |
| 01-0360                                      | ABC BUSINESS SUPPLY     |             |                  |   |        |          |
|  |                         | I-10032     | 610-4361-426     | SUPPLIES INK CARTRIDGES, CANNED AIR     | 000000 | 53.95    |
| 01-0467                                      | CULLIGAN OF THE NORTHER |             |                  |   |        |          |
|  |                         | C-75799-CR  | 610-4361-426     | SUPPLIES RVS. DUPLICATE PYMT ON 1/20/16 | 000000 | 16.50-   |
|  |                         | I-77603     | 610-4361-426     | SUPPLIES SOFTENER RENTAL - FEB/TROLLEY  | 000000 | 22.00    |
|  |                         | I-77679     | 610-4361-426     | SUPPLIES SOFTENER RENTAL- MAR/TROLLEY   | 000000 | 22.00    |
| 01-1653                                      | STURDEVANT'S AUTO PARTS |             |                  |   |        |          |
|  |                         | C-32-689763 | 610-4361-426     | SUPPLIES RETURN OIL, VAPOR CART         | 000000 | 24.51-   |
|  |                         | C-32-689781 | 610-4361-426     | SUPPLIES RETURN OF VAPOR CART           | 000000 | 8.49-    |
|  |                         | I-32-17931  | 610-4361-426     | SUPPLIES DIESEL, OIL                    | 000000 | 216.59   |
|  |                         | I-32-18552  | 610-4361-426     | SUPPLIES REPLACEMENT BATTERIES          | 000000 | 93.36    |
|  |                         | I-32-689287 | 610-4361-426     | SUPPLIES OIL, FILTER, FLOOR DRI, BULBS  | 000000 | 89.57    |
|  |                         | I-32-689317 | 610-4361-426     | SUPPLIES OIL, BULBS                     | 000000 | 78.00    |
|  |                         | I-32-689428 | 610-4361-426     | SUPPLIES SCREWS                         | 000000 | 3.36     |
|  |                         | I-32-689600 | 610-4361-426     | SUPPLIES BATTERY TESTER                 | 000000 | 7.06     |
|  |                         | I-32-689643 | 610-4361-426     | SUPPLIES OIL, VAPOR CART                | 000000 | 16.02    |
|  |                         | I-32-689764 | 610-4361-426     | SUPPLIES BATTERY PACKS                  | 000000 | 9.98     |
|  |                         | I-32-689821 | 610-4361-426     | SUPPLIES 2 - BATTERIES                  | 000000 | 359.96   |
|  |                         | I-32-689825 | 610-4361-426     | SUPPLIES BOLTS                          | 000000 | 8.14     |
|  |                         | I-32-689852 | 610-4361-426     | SUPPLIES LARGE HEX, EXTENSION           | 000000 | 62.03    |
|  |                         | I-32-689860 | 610-4361-426     | SUPPLIES BELTS                          | 000000 | 45.34    |
|  |                         | I-32-689975 | 610-4361-426     | SUPPLIES BATTERIES                      | 000000 | 266.60   |
|  |                         | I-32-690027 | 610-4361-426     | SUPPLIES WHEEL STUDS                    | 000000 | 77.90    |
|  |                         | I-32-690124 | 610-4361-426     | SUPPLIES RATCHET                        | 000000 | 9.99     |
|  |                         | I-32-690672 | 610-4361-426     | SUPPLIES FILTERS, OIL                   | 000000 | 215.56   |
| 01-3424                                      | BLACK HILLS URGENT CARE |             |                  |   |        |          |
|  |                         | C-12012-CR  | 610-4361-422     | PROFESSIONAL TESTING - RVSL OF DUP PYMT | 000000 | 48.00-   |
| 01-3970                                      | A & I DISTRIBUTORS      |             |                  |   |        |          |
|  |                         | I-2772734   | 610-4361-426     | SUPPLIES CUMMINS BLU 15W40 PREM OIL     | 000000 | 553.40   |
| DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:     |                         |             |                  |   |        | 2,113.31 |
| FUND 610 PARKING/TRANSPORTATION TOTAL:       |                         |             |                  |   |        | 2,482.96 |

3/18/2016 8:41 AM  
PACKET: 03745 COMBINED - 3/22/16  
VENDOR SET: 01  
FUND : 611 MAIN STREET RAMP  
DEPARTMENT: 362 MAIN STREET RAMP  
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

BANK: FNBAP

| VENDOR  | NAME      | ITEM #      | G/L ACCOUNT NAME | DESCRIPTION                      | CHECK# | AMOUNT |
|---------|-----------|-------------|------------------|----------------------------------|--------|--------|
| 01-3151 | KONE INC. |             |                  |                                  |        |        |
|         |           | I-949232380 | 611-4362-422     | PROFESSIONAL ELEVATOR MAINT/RAMP | 000000 | 140.07 |
|         |           |             |                  | DEPARTMENT 362 MAIN STREET RAMP  | TOTAL: | 140.07 |
|         |           |             |                  | FUND 611 MAIN STREET RAMP        | TOTAL: | 140.07 |

3/18/2016 8:41 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

PACKET: 03745 COMBINED - 3/22/16

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR  | NAME                    | ITEM #   | G/L ACCOUNT NAME | DESCRIPTION                     | CHECK#              | AMOUNT     |
|---------|-------------------------|----------|------------------|---------------------------------|---------------------|------------|
| 01-0579 | SD COMMISSION ON GAMING |          |                  |                                 |                     |            |
|         |                         | I-031616 | 723-4000-429     | OTHER CITY SLOTS - PYMT 9, YR 1 | 000000              | 27,443.18  |
|         |                         |          | DEPARTMENT 000   | NON-DEPARTMENTAL                | TOTAL:              | 27,443.18  |
|         |                         |          | FUND             | 723 NICKEL SLOT PAYMENT AGENCY  | TOTAL:              | 27,443.18  |
|         |                         |          |                  |                                 | REPORT GRAND TOTAL: | 564,869.37 |

3-21-16  
5A

FREDERICKSON LAW OFFICE, P.C.

John R. Frederickson  
Attorney at Law  
68 Sherman Street, Suite 307  
Mailing Address: P.O. Box 583  
Deadwood, SD 57732  
Telephone: (605) 578-1903 \*\* Fax (605) 578- 3078

February 29, 2016

Bob Nelson, Jr.  
Planning & Zoning  
City of Deadwood  
108 Sherman Street  
Deadwood, SD 57732

Re: Annexation

Dear Bob:

Enclosed please find a Petition for Annexation signed by David Winter. Also enclosed is a copy of an Annexation map that accurately depicts the property proposed to be annexed into the City. I believe the Petition meets the requirements of SDCL 9-4-1, as amended. However, if you find it is deficient in any way please advise. Mr. Winter would appreciate it if this matter can be placed on the agenda for the next regularly scheduled commission meeting for consideration.

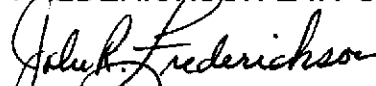
I will now prepare the Resolution of Intent to Annex Property for your review. Please advise as to when the hearing on this matter will be scheduled.

I discussed sitting down and meeting with you with my client to start working on an annexation and development agreement as contemplated, specifying the conditions under which the property may be annexed or developed. Mondays work best for Mr. Winter. March 7<sup>th</sup> anytime will also work for me. If that date will work for you we can come to your office to start working on the agreement. Please advise.

Should you have any questions please feel free to contact me.

Sincerely,

FREDERICKSON LAW OFFICE, P.C.

  
John R. Frederickson

JRF:mls  
Enclosure  
Cc client

## PETITION FOR ANNEXATION


This petition of the undersigned owner of real property described below, does hereby present this Voluntary Petition for Annexation into the municipal boundaries of the City of Deadwood pursuant to SDCL § 9-4-1, et. al., and represents as follows:

1. That he is the sole owner of the real property in the territory lying contiguous to the present corporate limits of the City of Deadwood, Lawrence County, State of South Dakota.
2. That the undersigned petitioner constitutes one hundred (100%) percent of the registered voters and the owner of one hundred (100%) percent of the value of the territory to be annexed and that he desires to have such property annexed into the City of Deadwood and become a part thereof.
3. That attached hereto is a copy of an accurate map of such territory to be so annexed, in relation to presently existing boundaries of the City of Deadwood, South Dakota, showing that such territory to be so annexed does actually lie contiguous to such existing boundaries of the City of Deadwood.
4. That the territory to be so annexed is shown on the annexation plat map attached hereto and is more particularly described below by its legal description as follows:

Tracts 1, 2, 3 and 4 of Carlisle-Miller Subdivision, being portions of the Splittail and Mathilda Placers of M.S. 920, portions of the Deadwood and Delaware Placers of M.S. 685 and a portion of the Dotson Placer of M.S. 1208; a part of the Thor and Sawdust Placer of M.S. 1208 less and except that portion of Sawdust Placer M.S. 1208 set out in Book 297, Page 429; and part of the Dale Placer of M.S. 788; all located in the SW1/4 of Section 13, the NE1/4, NW1/4, SW1/4 and SE1/4 of Section 24, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

WHEREFORE, your petitioner requests the City of Deadwood, adopt a Resolution of Intent at its next regularly held meeting, to annex the above-described property into the City of Deadwood, and enter into a development agreement with the affected landowner, pursuant to SDCL 9-4-1.1, and that an appropriate ordinance be passed and adopted, declaring the annexation of such territory and real property and the extension of the corporate limits of the City of Deadwood, SD, accordingly.

Dated this 29 day of Feb, 2016.

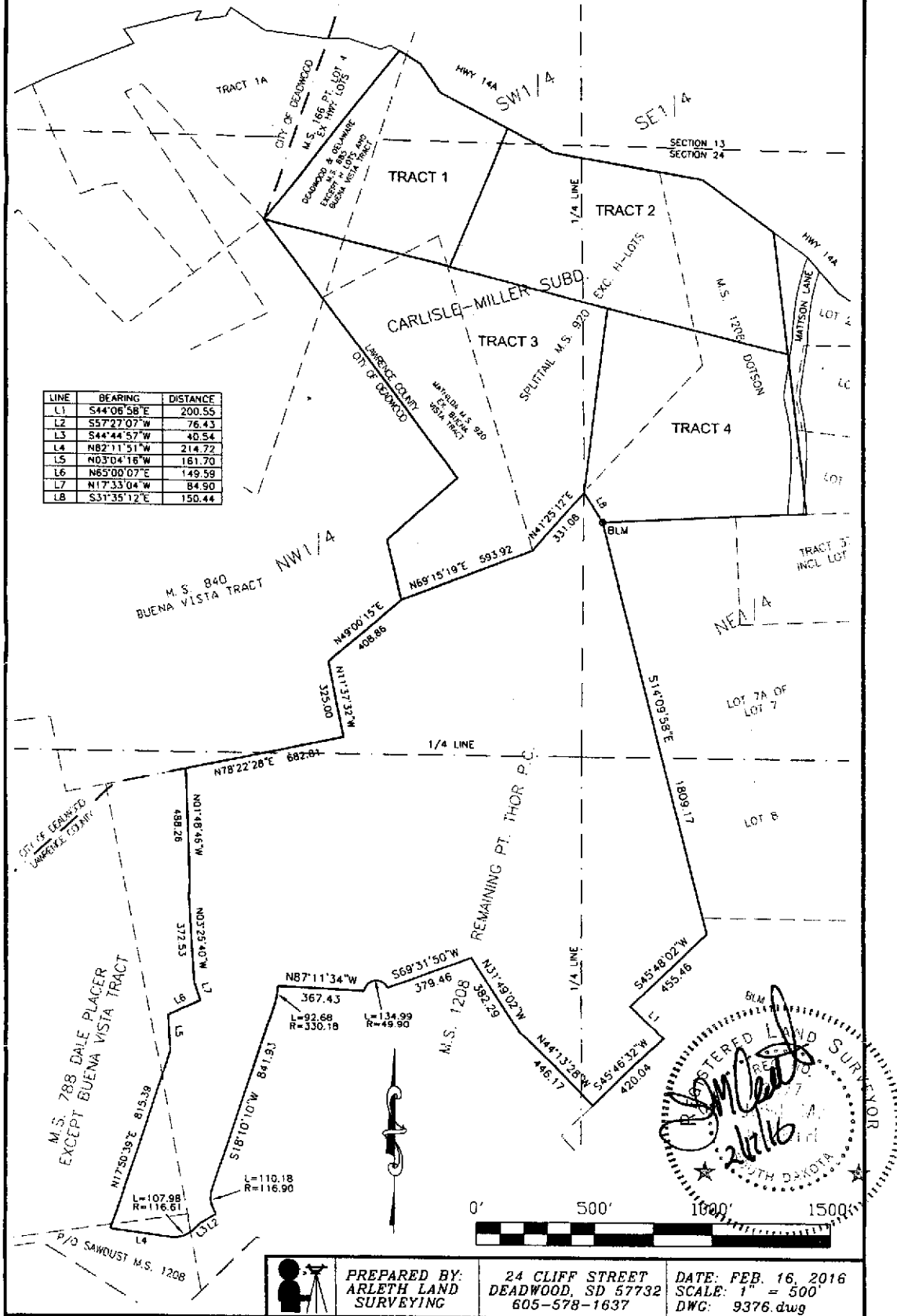


Owner/Petitioner/Representative  
David Winter

# ANNEXATION MAP

PAGE 1 OF 2

CONSISTING OF TRACTS 1, 2, 3 AND 4 OF CARLISLE-MILLER SUBDIVISION, BEING PORTIONS OF THE SPLITTAIL AND MATHILDA PLACERS OF M.S. 920, PORTIONS OF THE DEADWOOD AND DELAWARE PLACERS OF M.S. 685 AND A PORTION OF THE DOTSON PLACER OF M.S. 1208; A PART OF THE THOR AND SAWDUST PLACER OF M.S. 1208 LESS AND EXCEPT THAT PORTION OF SAWDUST PLACER M.S. 1208 SET OUT IN BOOK 297 PAGE 429; AND PART OF THE DALE PLACER OF M.S. 788; ALL LOCATED IN THE SW1/4 OF SECTION 13, THE NE1/4, NW1/4, SW1/4 AND SE1/4 OF SECTION 24, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



# ANNEXATION MAP

PAGE 2 OF 2

CONSISTING OF TRACTS 1, 2, 3 AND 4 OF CARLISLE-MILLER SUBDIVISION, BEING PORTIONS OF THE SPLITTAIL AND MATHILDA PLACERS OF M.S. 920, PORTIONS OF THE DEADWOOD AND DELAWARE PLACERS OF M.S. 685 AND A PORTION OF THE DOTSON PLACER OF M.S. 1208;  
A PART OF THE THOR AND SAWDUST PLACER OF M.S. 1208 LESS AND EXCEPT THAT PORTION OF SAWDUST PLACER M.S. 1208 SET OUT IN BOOK 297 PAGE 429; AND PART OF THE DALE PLACER OF M.S. 788;  
ALL LOCATED IN THE SW1/4 OF SECTION 13, THE NE1/4, NW1/4, SW1/4 AND SE1/4 OF SECTION 24, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

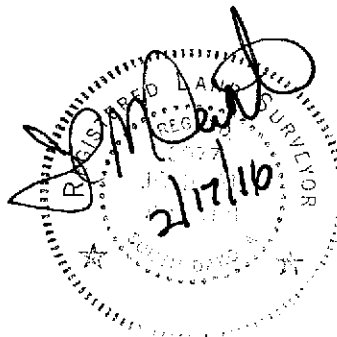
## LEGAL DESCRIPTION:

A TRACT OF LAND TO BE ANNEXED INTO THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA CONSISTING OF TRACTS 1, 2, 3 AND 4 OF CARLISLE-MILLER SUBDIVISION, BEING PORTIONS OF THE SPLITTAIL AND MATHILDA PLACERS OF M.S. 920, PORTIONS OF THE DEADWOOD AND DELAWARE PLACERS OF M.S. 685 AND A PORTION OF THE DOTSON PLACER OF M.S. 1208;  
- AND -

A TRACT OF GROUND CONSISTING OF A PART OF THE THOR AND SAWDUST PLACER OF M.S. 1208 LESS AND EXCEPT THAT PORTION OF SAWDUST PLACER M.S. 1208 SET OUT IN BOOK 297 PAGE 429; AND PART OF THE DALE PLACER OF M.S. 788, SAID TRACT OF GROUND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS BLM CAP, SAID CAP BEING THE SOUTHWESTERLY CORNER OF SAID TRACT 4 OF CARLISLE-MILLER SUBDIVISION AND BEING COMMON WITH CORNER NO. ??? OF SAID THOR PLACER;

THENCE N14°09'58"W A DISTANCE OF 1809.17';  
THENCE N31°35'12"W A DISTANCE OF 150.44';  
THENCE S41°25'12"W A DISTANCE OF 331.08';  
THENCE S69°15'19"W A DISTANCE OF 593.92';  
THENCE S49°00'15"W A DISTANCE OF 408.86';  
THENCE S11°37'32"E A DISTANCE OF 325.00';  
THENCE S78°22'28"W A DISTANCE OF 682.81';  
THENCE S01°48'46"E A DISTANCE OF 488.26';  
THENCE S03°15'23"W A DISTANCE OF 62.39';  
THENCE S03°25'40"E A DISTANCE OF 372.53';  
THENCE S17°33'04"E A DISTANCE OF 84.90';  
THENCE S65°00'07"W A DISTANCE OF 149.59';  
THENCE S03°04'16"E A DISTANCE OF 161.70';  
THENCE S17°50'39"W A DISTANCE OF 812.76';  
THENCE S82°11'51"E A DISTANCE OF 255.63';  
THENCE WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 116.61', WITH AN ARC LENGTH OF 107.98';  
THENCE N44°44'57"E A DISTANCE OF 40.54';  
THENCE N57°27'07"E A DISTANCE OF 76.43';  
THENCE WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 116.90', WITH AN ARC LENGTH OF 110.18';  
THENCE N18°10'10"E A DISTANCE OF 841.93';  
THENCE WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 330.18', WITH AN ARC LENGTH OF 92.68';  
THENCE S87°11'34"E A DISTANCE OF 367.43';  
THENCE WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 49.90', WITH AN ARC LENGTH OF 134.99';  
THENCE N69°31'50"E A DISTANCE OF 379.46';  
THENCE S31°49'02"E A DISTANCE OF 382.29';  
THENCE S44°13'28"E A DISTANCE OF 446.17';  
THENCE N45°46'32"E A DISTANCE OF 420.04';  
THENCE N44°06'58"W A DISTANCE OF 200.55';  
THENCE N45°48'02"E A DISTANCE OF 455.46' TO THE POINT OF BEGINNING;  
THE HEREIN DESCRIBED ANNEXATION AREA BEING 156.42 ACRES MORE OR LESS AND ALL OF THE ABOVE BEING LOCATED IN THE SW1/4 OF SECTION 13, THE NE1/4, NW1/4, SW1/4 AND SE1/4 OF SECTION 24, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



PREPARED BY:  
ARLETH LAND  
SURVEYING

24 CLIFF STREET  
DEADWOOD, SD 57732  
605-578-1637

DATE: FEB. 16, 2016  
SCALE: 1" = 500'  
DWC: 9376.dwg

# TASER International

Protect Life. Protect Truth.

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax: (480)999-6160

Alex Hamann  
(605) 578-2623  
alex@cityofdeadwood.com

3/21/16  
GA



# TASER

## Quotation

Quote: Q-60797-1

Date: 3/4/2016 11:31 AM

Quote Expiration: 3/31/2016

Contract Start Date\*: 3/14/2016

Contract Term: 1 year

AX Account Number:

111005

### Bill To:

Deadwood Police Dept.-SD  
100 SHERMAN ST.  
Deadwood, SD 57732  
US

### Ship To:

Alex Hamann  
Deadwood Police Dept.-SD  
100 SHERMAN ST.  
Deadwood, SD 57732  
US

| SALESPERSON     | PHONE          | EMAIL            | DELIVERY METHOD | PAYMENT METHOD |
|-----------------|----------------|------------------|-----------------|----------------|
| Steve Hartfield | (480) 515-6318 | steveh@taser.com | Fedex - Ground  | Net 30         |

\*Note this will vary based on the shipment date of the product.

### Hardware

| QTY                              | ITEM # | DESCRIPTION   | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL    |
|----------------------------------|--------|---|------------|-----------------------|---------------|--------------|
| 5                                | 11003  | HANDLE, YELLOW, CLASS III, X26P                       | USD 931.45 | USD 4,657.25          | USD 0.00      | USD 4,657.25 |
| 5                                | 11501  | HOLSTER, BLACKHAWK, RIGHT, X26P                       | USD 55.11  | USD 275.55            | USD 0.00      | USD 275.55   |
| 10                               | 22012  | TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P | USD 56.41  | USD 564.10            | USD 0.00      | USD 564.10   |
| Hardware Total Before Discounts: |        |   |            |                       |               | USD 5,496.90 |
| Hardware Net Amount Due:         |        |   |            |                       |               | USD 5,496.90 |

### Extended Warranties

| QTY   | ITEM # | DESCRIPTION            | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL    |
|---|--------|------------------------|------------|-----------------------|---------------|--------------|
| 5   | 11004  | WARRANTY, 4 YEAR, X26P | USD 287.68 | USD 1,438.40          | USD 0.00      | USD 1,438.40 |
| Extended Warranties Total Before Discounts: |        |                        |            |                       |               | USD 1,438.40 |
| Extended Warranties Net Amount Due:         |        |                        |            |                       |               | USD 1,438.40 |

# ENROLL TODAY

**CODE 3**  
**ASSOCIATES**



**NATIONAL ANIMAL  
CARE & CONTROL ASSOCIATION**

3-21-16  
6D

## **National Animal Control & Humane Officer Academy (NACHO) Certified Animal Control & Cruelty Investigations Training Module A - April 18-22, 2016 - Golden, CO**

Code 3 Associates and National Animal Care & Control Association (NACA) have formed a partnership to deliver a new higher standard in animal care and cruelty investigation training. This partnership will streamline and continue to set the standard for the way animal control, law enforcement and humane officers receive training by combining Code 3's Cruelty Investigators Academy and NACA's National Animal Control Officer Training Academy.

The National Animal Control & Humane Officer Academy (NACHO) is intended for a wide variety of professionals including animal cruelty investigators, animal control officers, veterinary professionals, animal welfare workers, members of animal rescue groups & others who are responsible for the care and control of animals and the investigation of animal cruelty cases. The NACHO curriculum consists of three 40 hour modules, each providing instruction in all aspects of animal control and animal cruelty investigations. We recommend Module A be taken first, and modules B and C may be taken in any order.

Upon successful completion of this academy (cumulative average score of 80% or above) students will receive a certificate and are eligible to apply for continuing education credits (CEUs) from Colorado State University. Veterinary professionals are eligible to apply for CEUs from Colorado State University Veterinary Teaching Hospital.

The NACHO Academy will continue the exemplary Code 3 standard of outstanding faculty who are qualified to teach the various subjects, not only by knowledge but also by experience. All of our faculty have "been there and done that".

*The NACHO faculty includes Gary P. Maddox Ph.D., Charlotte J. Robinson D.V.M., Jim Boller, Gino Jimenez, Krista Kurvers, Debby MacDonald, and Nan M. Stuart.*

### **MODULE A includes**

- ★ The Professional & Ethical Officer
- ★ Animal Capture Techniques
- ★ Basic Companion Animal Identification
- ★ Interviewing & Behavior Analysis
- ★ Search & Seizure, w/ Juveniles & Liability
- ★ Investigative Report Writing
- ★ Biosecurity & Zoonotic Diseases
- ★ Veterinary Evaluations, Injuries & First Aid
- ★ Stress Management
- ★ Safety & Survival in the Field
- ★ Companion Animal Behavior

### **Tuition, Registration & Payment**

The tuition for the National Animal Control & Humane Officer Academy Modules A, B, and C is \$525 per module.

Register online at [www.nacanet.org](http://www.nacanet.org). Registration should be received at least 30 days prior to class start date. Credit cards will be charged at time of registration, otherwise full payment is due the first day of class.

Please call NACA, 913-768-1319 or Code 3 Associates, 303-772-7724, with any questions.

**A 25% fee will be assessed on any cancellation made TWO WEEKS or less prior to class date.**

### **Location and Lodging**

The National Animal Control & Humane Officer Academy Module A will be held from April 18-22, 2016 in Golden, CO sponsored by CAACO as part of their spring conference, and meets the new Colorado training requirements for Colorado Animal Control Officers. The conference will be held at the Jefferson County Fairgrounds, 15200 W. 6<sup>th</sup> Ave Frontage Road, Golden, CO 80401. CAACO members please register through CAACO. Nearby hotels include Courtyard Denver West/Golden (303)271-0776 – mention CAACO and register by 3-19-16 to receive a discounted rate, Days Inn & Suites Golden/West Denver (303)277-0200, and Residence Inn (303)271-0909. Please visit [www.code3associates.org](http://www.code3associates.org) or [www.nacanet.org](http://www.nacanet.org) for a complete training schedule.

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



3-21-16  
6E  
Mike Runge  
City Archivist  
DEADWOOD CITY HALL  
102 Sherman Street  
Telephone (605) 578-2600

## MEMORANDUM

---

**Date:** March 11, 2016  
**To:** Deadwood City Commission  
**From:** Mike Runge, City Archivist  
**Re:** **Printing of Book - Baseball in the Mining Camps: The Deadwood Baseball Book**

---

The City of Deadwood Archives is requesting permission to hire Moriah Press of Sioux Falls, South Dakota to publish 1,000 copies of Baseball in the Mining Camps: The Deadwood Baseball Book. Baseball in the Mining Camps is an expanded history focusing on the six traveling baseball panels developed by the City Archives in 2014. The proposed book will provide additional information not covered on the panels in a form of a chapter. The chapters will include:

- US 7<sup>th</sup> Calvary and first games of baseball played in the Black Hills
- Detailed narratives of the 1878 and 1885 ball season and the development of Deadwood's first organized team and organization of the Black Hills Baseball League
- Detailed description of Deadwood's five baseball fields, including locations, years in use, and newspaper narratives
- Detailed account of the Babe Ruth and Bob Meusel's 1922 Midwest Barnstorming Tour

Funding for the printing of this book will be split evenly between the City Archives annual budget and Historic Preservation Public Education budget. The cost of the printing will not exceed \$7,600.00. The proposal for this publication is attached to the memorandum as well as an advertisement that appeared in the 2015 South Dakota Festival of the Book program.

The Historic Preservation Commission has reviewed the request and recommends approval of the book project not to exceed \$7,600.00

**RECOMMENDED MOTION:** Allow the City Archives permission to hire Moriah Press of Sioux Falls, South Dakota to publish 1,000 copies of Baseball in the Mining Camps: The Deadwood Baseball Book for a cost not to exceed \$7,600.00. Funding for the printing of this book will be split evenly between the City Archives annual budget and Public Education budget.

# BASEBALL IN THE MINING CAMPS

## THE DEADWOOD BASEBALL BOOK

By David Kemp and Michael Runge

ISBN: 1-893250-16-4

Copyright City of Deadwood Planning and Historical Preservation

Published by Mariah Press:

Pre-publication activities: David Kemp: Funding provided. Work to be completed.

Content creation: David Kemp, Funding provided; Work completed.

Layout and Design: Randy Califf: \$ 1600

Printing Costs:

Simpson's Printing, Rapid City

Pages: 72

Size: 8.5 X 11

Cover: Full color; laminated

Quantity:

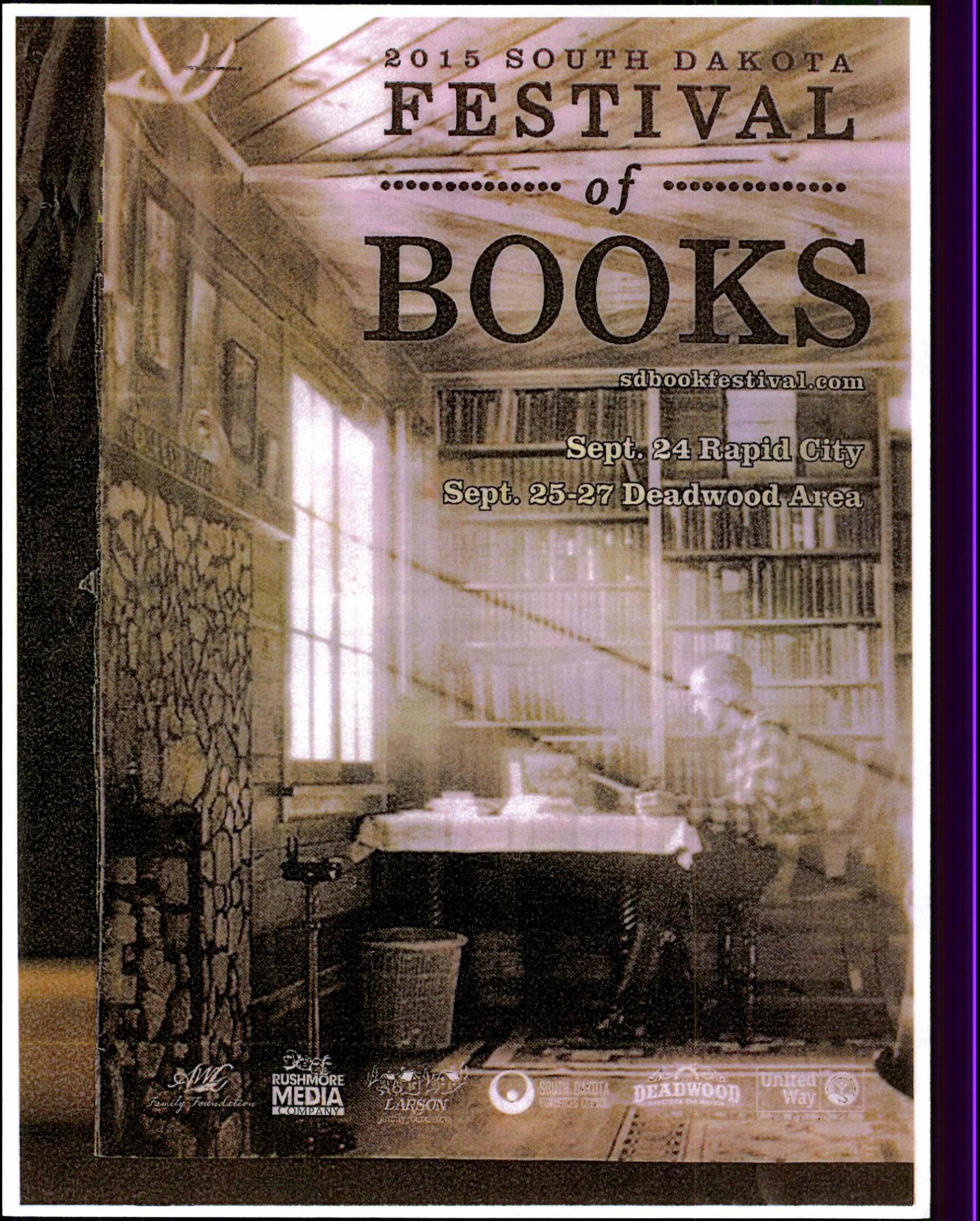
1000 \$ 5,934; \$ 5.94 per book

1500 \$ 7,584; \$ 5.06 per book

Total Cost; Layout and Design; Printing:

1000: \$ 7,534, \$ 7.53 per book

1500: \$ 9,184, \$ 6.12 per book



2015 SOUTH DAKOTA  
**FESTIVAL**  
..... of .....  
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[sdbookfestival.com](http://sdbookfestival.com)

**Sept. 24 Rapid City**  
**Sept. 25-27 Deadwood Area**

  
AMC  
Family Foundation

  
RUSHMORE  
MEDIA  
COMPANY

  
LARSON  
Family Foundation



SOUTH DAKOTA  
HUMANITIES COUNCIL

  
DEADWOOD  
SOUTH DAKOTA

United  
Way



New Titles From

*III*  
mariah press

*Baseball in the Mining Camps:  
A Deadwood Baseball Book*

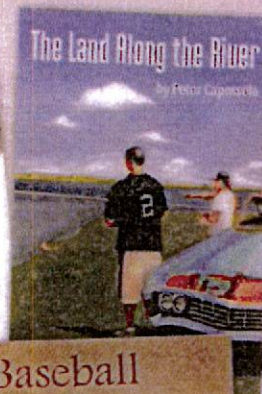
*The Land Along the River*

*"The Seeing is Sacred Through the Eye of the Heart":  
Documenting the Weapons Used at the Little Big Horn*

**Coming in the Fall of 2015**

**Order at [mariahpress.com](http://mariahpress.com) or 605-367-6913**

Mariah Press, 2420 S. Center Ave., Sioux Falls, SD 57105

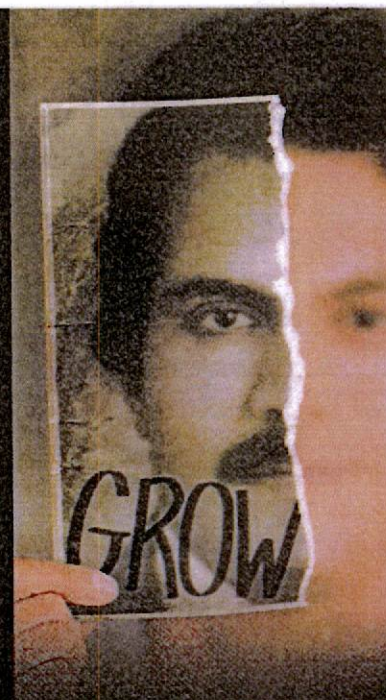
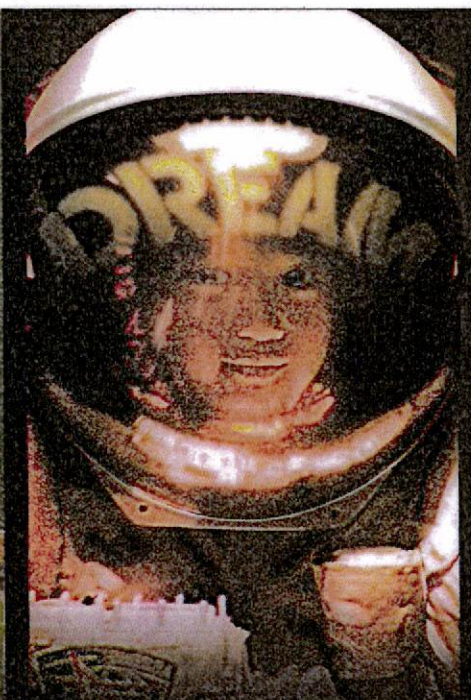
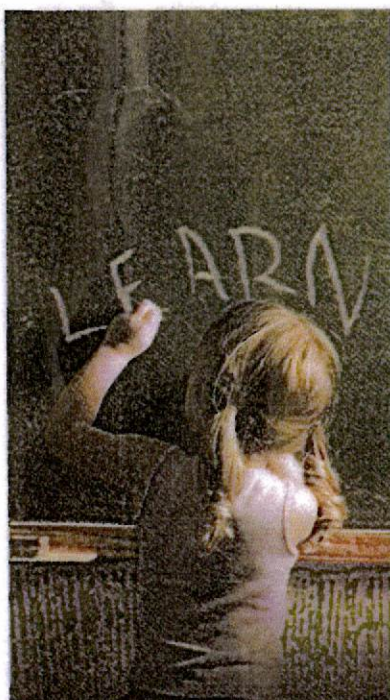


*Baseball  
in the  
Mining Camps*



*A Deadwood Baseball Book*

By David Kemp and Michael Runge



**Learn. Dream. Grow.**  
Visit us at our booth in the Exhibit Hall.



**SDPB**  
South Dakota  
Public Broadcasting

3-21-16  
6FF

**2016 PARKING LEASE WITH**  
**SOUTH DAKOTA COMMISSION ON GAMING**

This Lease, made and entered into by and between the State of South Dakota, for the South Dakota Commission on Gaming hereinafter referred to as TENANT, and the City of Deadwood, hereinafter referred to as LANDLORD.

**WITNESSETH**

In consideration of the mutual covenants contained herein, the parties agree as follows:

The LANDLORD hereby leases and rents unto the TENANT, and the TENANT hereby hires and takes from the LANDLORD located in the City of Deadwood, County of Lawrence, the following described property: 5 parking spots located in the Miller Street Parking Lot in Deadwood, South Dakota.

Under the following terms and conditions:

**SECTION 1 (TERM OF LEASE)**

The term of this lease shall be for one (1) year, to commence on April 1, 2016 and terminate on March 31, 2017 unless the TENANT exercises the option to renew under provision set forth herein and allow month to month extension with 30 day notice.

**SECTION II (PAYMENTS)**

The TENANT will pay the LANDLORD the sum of \$250.00 a month during the tenure of this lease. Rental payments shall be paid on the first day of each month with additional grace period of fifteen (15) days allowing for unforeseen circumstances during the term of this lease. Payments shall be made to:

NAME: Deadwood City Finance Office  
ADDRESS: City Hall – 102 Sherman Street  
Deadwood, SD 57732

#### **SECTION IV (FUNDING OUT)**

The LANDLORD agrees that the continued rental of the hereinbefore described premises for the term hereinbefore specified by the TENANT is dependent upon receipt of both funds and expenditure authority from the Legislature. In the event that the Legislature does not provide said funds or expenditure authority for any fiscal year, then and in such event, this lease is null and void and said lease shall expire at the end of the fiscal year in which the last funding shall be made available for the TENANT. LANDLORD agrees that a termination because of lack of funds or expenditure authority will not result in a claim against the TENANT, the State of South Dakota, or any officer or employee of the State.

#### **SECTION V (TERMINATION)**

The TENANT at the termination of this lease agrees to quietly yield and surrender the premises to LANDLORD or its successors and assigns in as good a condition and repair as when TENANT took possession of the premises, reasonable wear and tear thereof, damage by the elements, other than casualty, condemnation and/or appropriation excepted.

#### **SECTION VI (PEACEABLE AND QUIETLY HOLD)**

The TENANT shall have the right to peaceable and quietly hold, enjoy and occupy the premises from 7:00 a.m. to 5:00 p.m. Monday through Friday as described for the term of this lease without hindrance, interruption, ejection, molestation by LANDLORD or by any other person or person whomever.

The TENANT agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. TENANT acknowledges and agrees that it is taking the same risks of the vehicle being stolen or damaged that it would take if it parks on any street. TENANT further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that TENANT will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to TENANT'S vehicles or its contents while parking in the Miller Parking Lot. TENANT agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the Miller Parking Lot at its own risk and responsibility.

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

#### **SECTION VII (CANCELLATION)**

Notwithstanding provision hereinbefore described, the TENANT may cancel this lease upon thirty (30) days' notice in writing. During the 30 days prior to the expiration of the term, LANDLORD shall have the right to exhibit the premises to prospective TENANTS. The giving of the notice required herein shall not release either LANDLORD or TENTANT from full and faithful performance of all terms and conditions of this lease during the continuing occupancy of TENANT after the notice of termination but before TENANT actually vacates the premises.

#### **SECTION VIII (PRIOR LEASE)**

This lease shall render null and void any previous lease or agreements between the TENANT and LANDLORD for the premises herein described.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed individually or by their respective and duly authorized officers.

\_\_\_\_\_  
Witness

STATE OF SOUTH DAKOTA  
Department of Revenue

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

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

CITYOF DEADWOOD

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

ATTEST:

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

3-21-16  
66

**AGREEMENT BETWEEN CITY OF DEADWOOD AND**  
**MARYLAND ARCHEOLOGICAL CONSERVATION LABORATORY,**  
**INDEPENDENT CONTRACTOR**

This agreement is made by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives Department (hereinafter referred to as "CITY") and MARYLAND ARCHEOLOGICAL CONSERVATION LABORATORY with its principal place of business located at 10515 Mackall Road, St. Leonard, MD 20685, (hereinafter referred to as "MAC Lab").

WHEREAS, the purpose of this agreement is to set forth the terms and conditions of the agreement between CITY and MAC Lab to provide conservation treatments to three (3) solder-dot cans discovered during the Fountain House relocation.

WHEREAS, MAC Lab has the experience and expertise to provide the requested conservation treatments; and

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The parties agree it is MAC Lab's responsibility to comply with all local and state laws relating to workman's compensation, register, report and pay all necessary taxes and insurance, including, but not limited to Social Security, FICA, Unemployment Insurance and comply with the Equal Employment Opportunities Act;
2. MAC Lab shall provide its own office space, equipment and materials needed to meet the requirements of this agreement;
3. MAC Lab shall clean and stabilize three (3) solder-dot cans containing original lithographic paper labels;
4. MAC Lab shall remove and clean the paper labels, desalinate the cans, apply a protective coating on the metal and insert a protective barrier between the paper label and the metal can;

5. Upon the objects being returned to CITY, MAC Lab shall submit an invoice for work completed and be paid One Thousand Three Hundred and no 100/ Dollars (\$1,300.00) by CITY. Any amounts greater than \$1300.00, will require prior written approval of CITY and MAC Lab;

6. MAC Lab may not subcontract any of the services to be provided by this agreement;

7. Either party may terminate this agreement upon providing the other party with thirty (30) days' notice, in writing, and served upon the other party via certified mail; however, within one (1) week of such notice, MAC Lab shall return the collection to CITY and shall produce work completed at that time;

8. MAC Lab 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 MAC Lab;

9. MAC Lab does not have the authority to hire any person on behalf of CITY;

10. MAC Lab shall indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expenses, including attorneys' fees arising out of, or in connection with any conduct or work of MAC Lab as set forth in this agreement;

11. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota; and

12. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

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

CITY OF DEADWOOD

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

ATTEST:

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

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

INDEPENDENT CONTRACTOR:  
MARYLAND ARCHEOLOGICAL CONSERVATION LABORATORY

By: \_\_\_\_\_  
Nichole Doub, \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Nichole Doub as \_\_\_\_\_ of the Maryland Archeological Conservation Laboratory, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

(SEAL)

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

3-21-16  
6 H

**AGREEMENT BETWEEN CITY OF DEADWOOD AND  
MARYLAND ARCHEOLOGICAL CONSERVATION LABORATORY,  
INDEPENDENT CONTRACTOR**

This agreement is made by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives Department (hereinafter referred to as "CITY") and MARYLAND ARCHEOLOGICAL CONSERVATION LABORATORY with its principal place of business located at 10515 Mackall Road, St. Leonard, MD 20685, (hereinafter referred to as "MAC Lab").

WHEREAS, the purpose of this agreement is to set forth the terms and conditions of the agreement between CITY and MAC Lab to review and make recommendations on the CITY's collection of metal objects unearthed during the 2001-2004 Deadwood Chinatown archaeological investigations.

WHEREAS, MAC Lab has the experience and expertise to provide the requested conservation treatments; and

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The parties agree it is MAC Lab's responsibility to comply with all local and state laws relating to workman's compensation, register, report and pay all necessary taxes and insurance, including, but not limited to Social Security, FICA, Unemployment Insurance and comply with the Equal Employment Opportunities Act;
3. MAC Lab shall provide its own office space, equipment and materials needed to meet the requirements of this agreement;
4. MAC Lab shall perform a two-day on-site conservation review of the CITY's archaeological collection of metal objects discovered during the Chinatown excavations;

5. MAC Lab shall prepare a conservation report containing recommendations for both interventive and preventive conservation measures for the stabilization of the Chinatown collection;

6. Upon the objects being returned to CITY, MAC Lab shall submit an invoice for work completed and be paid Two Thousand Seven Hundred and no/100s Dollars (\$2,700.00) by CITY. Any amounts greater than \$2,700.00 will require the prior written approval of CITY and MAC Lab;

7. MAC Lab may not subcontract any of the services to be provided by this agreement;

8. Either party may terminate this agreement upon providing the other party with thirty (30) days' notice, in writing, and served upon the other party via certified mail; however, within one (1) week of such notice, MAC Lab shall return the collection to CITY and shall produce work completed at that time;

9. MAC Lab 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 MAC Lab;

10. MAC Lab does not have the authority to hire any person on behalf of CITY;

11. MAC Lab shall indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expenses, including attorneys' fees arising out of, or in connection with any conduct or work of MAC Lab as set forth in this agreement;

12. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota; and

13. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

*signatures and acknowledgments on following page*

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

CITY OF DEADWOOD

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

ATTEST:

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

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

INDEPENDENT CONTRACTOR:  
MARYLAND ARCHEOLOGICAL CONSERVATION LABORATORY

By: \_\_\_\_\_  
Nichole Doub, \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Nichole Doub as \_\_\_\_\_ of the Maryland Archeological Conservation Laboratory, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

(SEAL)

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

3-21-16  
6I

**AGREEMENT BETWEEN CITY OF DEADWOOD AND**  
**GENESEE VALLEY DAOIST HERMITAGE**

This agreement is made by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives Department (hereinafter referred to as "CITY") and Genesee Valley Daoist Hermitage with its principal place of business located at 1010 Genesee-Troy Road, Genesee, Idaho 83832-0123 (hereinafter referred to as "GENESEE VALLEY").

The purpose of this agreement is to set forth the terms and conditions of the agreement between CITY and GENESEE VALLEY to provide the translation of documents and photographs from Chinese to English.

GENESEE VALLEY has the experience and expertise to perform the translation.

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The parties agree it is the GENESEE VALLEY's responsibility to comply with all local and state laws relating to workman's compensation, register, report and pay all necessary taxes and insurance, including, but not limited to Social Security, FICA, Unemployment Insurance and comply with the Equal Employment Opportunities Act.
2. GENESEE VALLEY shall provide its own office space, equipment and materials needed to meet the requirements of this agreement.
3. GENESEE VALLEY shall create and provide CITY with a translation of the documents and photographs from Chinese to English.

5. On the basis both parties recognize no more than two thousand dollars (\$2,000.00) shall be expended in performing the translation;

6. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;

7. GENESEE VALLEY may subcontract portions of this agreement, at their cost.

8. Upon the translations being returned to CITY, GENESEE VALLEY shall submit an invoice for work completed and be paid an amount not to exceed two thousand dollars (\$2,000.00) by CITY.

9. Either party may terminate this agreement upon providing the other party with thirty (30) days' notice, in writing, and served upon the other party via certified mail; however, within one (1) week of such notice, GENESEE VALLEY shall return the documents provided by CITY and work completed to date to CITY.

10. GENESEE VALLEY 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 GENESEE VALLEY.

11. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with applicable state and federal law; and

12. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

*[signatures and acknowledgments on following page]*

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

CITY OF DEADWOOD

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

ATTEST:

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

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

GENESEE VALLEY DAOIST HERMITAGE

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of the Maryland Archeological Conservation Laboratory, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

(SEAL)

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

321-16  
6M

**SD EForm - 0933 V3**

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPLICATION FOR PERMIT TO OCCUPY RIGHT-OF-WAY**

Highway No. 14A County Lawrence Approximately 0.25 Miles N ☐ S ☐ E ☐ W ☒

From (City or well defined point) 827 Main Street Section 27 Township 5N Range 3E

Description of occupancy: City Crews and DOC Crews working between the guardrail and the residential properties of Main Street

Purpose of occupancy: Clearing tree debris, trimming trees, cleaning up storm atlas damage, and firewise the lands.

Duration of occupancy: PERMANENT ☐ TEMPORARY ☒ If temporary, give the estimated date of removal or completion: 07/01/2016

I, the undersigned, request permission to occupy public right-of-way at the above location and as shown on the attached layout sheet. In consideration for this permission, I agree to abide by all conditions as herein stated.

1. To furnish all materials, labor, incidentals and pay all costs involved with this occupancy including restoration of any damage to the roadway and right-of-way to equal or better conditions than existed prior to the occupancy covered by this permit.
2. To provide protection to highway traffic during occupancy by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual of Uniform Traffic Control Devices."
3. To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings 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 application.

APPLICANT NAME (please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

ADDRESS 102 Sherman Street Deadwood SD 57732 TELEPHONE (605) 578-2082

REPRESENTING City of Deadwood

(Name of Individual, Company, Organization, etc.) \_\_\_\_\_

\*\*\*To be completed by Department of Transportation\*\*\*

Project (Const.) \_\_\_\_\_ Station \_\_\_\_\_ Milepost \_\_\_\_\_

Project (Maint.) \_\_\_\_\_ Maintenance Unit \_\_\_\_\_

1. Prior to commencing occupancy and at completion of occupancy the applicant shall notify \_\_\_\_\_ at \_\_\_\_\_ Telephone \_\_\_\_\_

2. Special Conditions \_\_\_\_\_

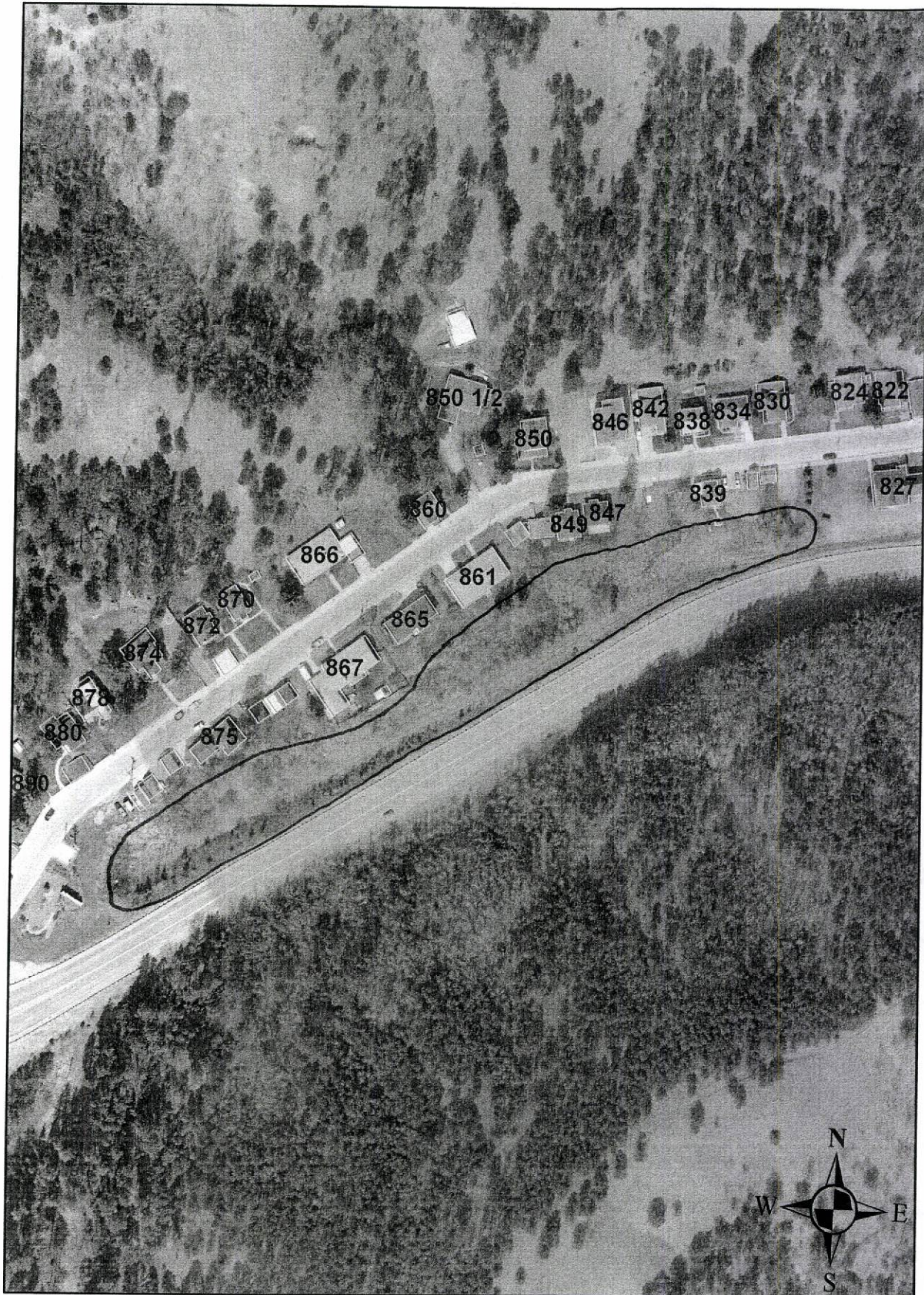
3. Failure to accomplish the occupancy in accordance with the provisions of this permit will automatically render this permit null and void and where applicable, constitute grounds for its removal and/or full restoration of the occupancy site all at the applicant's expense.

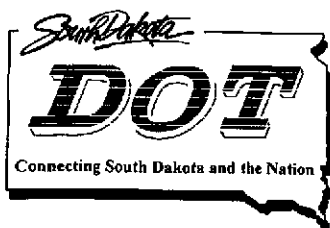
This permit to occupy the right-of-way is granted to all conditions as herein stated on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Region Engineer

\_\_\_\_\_  
Chief Bridge Engineer (Bridge Installations only)

# Upper Main Street Firewise Work Area





## Department of Transportation

Office of the Secretary

700 E Broadway Avenue

Pierre, South Dakota 57501-2586

PHONE: 605/773-3265 FAX: 605/773-3921

3-21-16  
6 N

March 10, 2016

City Council Members

City of Deadwood

### NOTICE OF AWARD

2016 Preliminary Engineering Bridge Improvement Grant

Structure Number 41-157-166

Project Number BRO 8041(00)16-1, PCN 05P9

Grant Amount = \$35,270 (80%)

I am pleased to inform you that the South Dakota Transportation Commission approved a Local Bridge Improvement Grant (BIG) in the amount shown above for the noted structure during their February 25, 2016 commission meeting. A funding agreement will be sent to you at a later date. A completed copy of your application is attached as well as information specific to this grant explaining the next step.

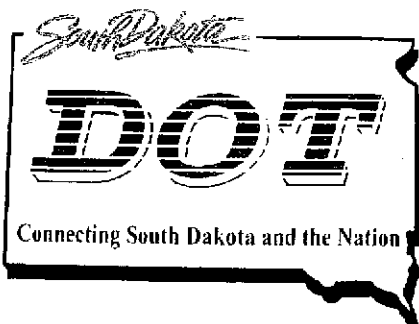
If you have questions please feel free to contact Laurie Schultz at 605-773-8149 or any of her staff.

Sincerely,

Darin P. Bergquist  
Secretary

Attachments

cc: City Engineer  
File



**Department of Transportation  
Rapid City Area Office**

2300 Eglin Street  
P. O. Box 1970  
Rapid City, SD 57709-1970  
Phone: 605-394-2248  
FAX: 605-394-1904  
Web site: [www.sddot.com](http://www.sddot.com) and [www.safetravelusa.com/sd](http://www.safetravelusa.com/sd)

3-21-16  
6P

March 11, 2016

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

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

Dear Sir:

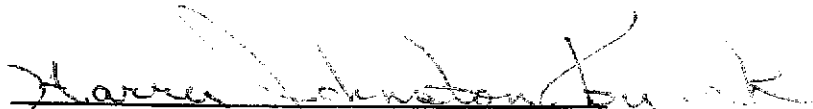
Enclosed, herewith, find C.C.O. No. 05 for the above referenced project. Please sign and date the one (1) original and return to this office as soon as possible.

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

Cordially,

DEPARTMENT OF TRANSPORTATION

Michael Carlson  
Area Engineer

  
Harry Johnston  
Engineer II

HJ:rk

Enclosures

cc: Files

# South Dakota Department of Transportation

## Construction Change Order No 5

PCN 0555

Project No NH-PH 0085(20)26

County Lawrence

Contract Amt \$12,327,483.06

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

Contractor Oftedal Construction, Inc.

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

Line No. 107 P Steel Pedestrian Railing 4.800@ 214.000/ Ft

The Contractor shall furnish and install a Steel Pedestrian Handrail to the step at Sta. 92+80 Lt. for access to the Jerry Greer Engineering Building. The Contractor shall provide shop drawings from the fabricator for approval based on the design layout provided by the SDDOT Bridge Office.

Line No. 227 P Soil Stabilizer -11,000.000@ 3.200/ SqYd  
 Line No. 247 P Landscaping Rock -5.500@ 535.000/ CuYd  
 Line No. 268 P Landscaping Rock 75.000@ 235.000/ CuYd New  
 Line No. 269 P Soil Stabilizer 14,520.000@ 2.820/ SqYd New

Lines No. 268P and 269P will replace Lines No. 227P and 247P. Additional locations will be added and the work will be paid at the new contract price.

Line No. 270 N Landscaping Rock 16.200@ 235.000/ CuYd New  
 Line No. 271 N Weed Barrier Fabric 197.600@ 7.500/ SqYd New  
 Line No. 272 N 8" PCC Fillet Section 7.700@ 171.000/ SqYd New

The Contractor shall install Landscaping Rock and Weed Barrier Fabric from Sta. 85+02 to 87+28 Lt. at the request of the City of Deadwood. Line items No. 270N and 271N will be added to the contract for payment of the work.

The Contractor shall install an 8" PCC Fillet Section in the City Municipal Parking Lot, Sta. 84+95 to 85+10 Lt at the request of the City of Deadwood. Line item No. 272N will be added to the contract for payment of the work.

Line No. 273 P Clearing 11,000.000@ 1.000/ LS New

The Contractor shall remove the 7 large spruce trees from Sta. 56+90 to 57+55 Rt as directed by the Engineer. The Lump Sum amount for this item is estimated and will be adjusted to reflect the actual invoiced amount on a subsequent CCO.

All costs for labor, equipment, and disposal fees shall be included in the lump sum unit price for Clearing, Line No. 273P.

| Line #                             | Reason For Adjustment  | Adjust % | Adjust Qty | Adjust Amt   | Adjust Type  |
|------------------------------------|--|----------|------------|--------------|--------------|
| 053P                               | Failing Gradation Test # 01 & 02<br>Test # 01 Coarse Sieves 1 1/2", Results 92% (spec 100-100)<br>Test # 01 Coarse Sieves 1", Results 83% (spec 95-100)<br>Test # 02 Coarse Sieves 1 1/2", Results 97% (spec 100-100)<br>Test # 02 Coarse Sieves 1", Results 86% (spec 95-100) | .00%     | .00        | (\$3,000.00) | Actual       |
| 060P                               | Failing Sieve on Sand for Flush Seal<br>Test No. FS01: Fine Sieves #200, test result 16.3 (spec. 0.0 - 12.0)   | -17.20%  | 52.80      | (\$354.18)   | Actual       |
| Total Quality Adjustments this CCO |  |          |            |              | (\$3,354.18) |

Additional working days: 20.000

# South Dakota Department of Transportation

## Construction Change Order No 5

PCN 0555

Project No NH-PH 0085(20)26

County Lawrence

Contract Amt \$12,327,483.06

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

Contractor Ofedal Construction, Inc.

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

Twenty working days will be added to Phase 3 for the work from Sta. 54+45 to 65+95 moved to Phase 3 from Phase 2 in CCO #3. The 20 days can be utilized by the Contractor to begin work before the Phase 3 start date of May 2, 2016. If the Contractor uses more than 20 working days before the May 2, 2016 start date, those additional days will not be eligible for the substantial completion date incentive.

The net change due to this CCO is an increase of \$35,707.62

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

PCN 0555

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

Contract Amt \$12,327,483.06

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

Contractor Oftedal Construction, Inc.

| Line No | Std Bid Item No | Item Description         | Qty As Now Ordered | Current Change In Qty | Unit Price | Unit | Current Change In Amt |
|---------|-----------------|--------------------------|--------------------|-----------------------|------------|------|-----------------------|
| 107P    | 470E0040        | Steel Pedestrian Railing | 692.000            | 4.800                 | 214.000    | Ft   | \$1,027.20            |
| 227P    | 734E0042        | Soil Stabilizer          | 0.000              | (11,000.000)          | 3.200      | SqYd | (\$35,200.00)         |
| 247P    | 900E5149        | Landscaping Rock         | 0.000              | (5.500)               | 535.000    | CuYd | (\$2,942.50)          |
| 268P    | 900E5149        | Landscaping Rock         | 75.000             | 75.000                | 235.000    | CuYd | \$17,625.00           |
| 269P    | 734E0042        | Soil Stabilizer          | 14,520.000         | 14,520.000            | 2.820      | SqYd | \$40,946.40           |
| 270N    | 900E5149        | Landscaping Rock         | 16.200             | 16.200                | 235.000    | CuYd | \$3,807.00            |
| 271N    | 900E5152        | Weed Barrier Fabric      | 197.600            | 197.600               | 7.500      | SqYd | \$1,482.00            |
| 272N    | 380E4050        | 8" PCC Fillet Section    | 7.700              | 7.700                 | 171.000    | SqYd | \$1,316.70            |
| 273P    | 100E0100        | Clearing                 | 11,000.000         | 11,000.000            | 1.000      | LS   | \$11,000.00           |

| Line # | Reason For Adjustment  | Adjust % | Adjust Qty | Adjust Amt   | Adjust Type |
|--------|--|----------|------------|--------------|-------------|
| 053P   | Failing Gradation Test # 01 & 02<br>Test # 01 Coarse Sieves 1 1/2", Results 92% (spec 100-100)<br>Test # 01 Coarse Sieves 1", Results 83% (spec 95-100)<br>Test # 02 Coarse Sieves 1 1/2", Results 97% (spec 100-100)<br>Test # 02 Coarse Sieves 1", Results 86% (spec 95-100) | .00%     | .00        | (\$3,000.00) | Actual      |
| 060P   | Failing Sieve on Sand for Flush Seal<br>Test No. FS01: Fine Sieves #200, test result 16.3 (spec. 0.0 - 12.0)   | -17.20%  | 52.80      | (\$354.18)   | Actual      |

Total Quality Adjustments this CCO (\$3,354.18)

|                       |               |
|-----------------------|---------------|
| Increase This Order   | \$77,204.30   |
| Decrease This Order   | (\$41,496.68) |
| Net Change This Order | \$35,707.62   |
| Net Change To Date    | \$389,147.54  |

## Description And Reason For Change

Line No. 107 P Steel Pedestrian Railing

4.800@

214.000/ Ft

The raised portion of sidewalk at Sta. 92+80 Lt needed a handrail installed to prevent it from being a tripping hazard. It also helps to identify the step for pedestrians and during snow removal operations.

Line No. 227 P Soil Stabilizer

-11,000.000@

3.200/ SqYd

Line No. 247 P Landscaping Rock

-5.500@

535.000/ CuYd

Line No. 268 P Landscaping Rock

75.000@

235.000/ CuYd New

Line No. 269 P Soil Stabilizer

14,520.000@

2.820/ SqYd New

The Contractor submitted new prices due to increases in plan quantities of the Landscaping Rock (247P) and Soil Stabilizer (227P). New line items were created for Landscaping Rock (268P) and Soil Stabilizer (269P) that reflect the new prices. All quantities for the project will be paid on the new line items.

The new prices are justified based upon the increases in project quantities resulting in the decrease in unit prices.

PCN 0555

Project No NH-PH 0085(20)26

County Lawrence

Contract Amt \$12,327,483.06

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

Contractor Ofedal Construction, Inc.

|                                      |          |               |     |
|--------------------------------------|----------|---------------|-----|
| Line No. 270 N Landscaping Rock      | 16.200@  | 235.000/ CuYd | New |
| Line No. 271 N Weed Barrier Fabric   | 197.600@ | 7.500/ SqYd   | New |
| Line No. 272 N 8" PCC Fillet Section | 7.700@   | 171.000/ SqYd | New |

The City of Deadwood requested Weed Barrier Fabric and Landscaping Rock to be placed in the boulevard section from Sta. 85+02 to 87+28 Lt.

The City of Deadwood also requested an 8" PCC Fillet Section to be added to the City Municipal Parking Lot from Sta. 85+02 to 87+28 Lt.

The City of Deadwood will be responsible for the payment of the non-participating line items No. 270N, 271N, and 272N.

The unit prices for the non-participating line items are the same as the unit prices for the corresponding participating line items.

|                         |             |           |     |
|-------------------------|-------------|-----------|-----|
| Line No. 273 P Clearing | 11,000.000@ | 1.000/ LS | New |
|-------------------------|-------------|-----------|-----|

The plan designated "Do Not Disturb Trees" from Sta. 56+90 to 57+55 Rt are designated for removal in the ROW agreement for Parcel 16A.

The Lump Sum price for this work is acceptable when compared to another bid the Contractor received to complete this work.

# Dakota Fence.

3-21-16 67

FARGO, ND  
BISMARCK, ND  
MINOT, ND1110 25<sup>th</sup> Ave N • P.O. Box 1408 • Fargo, ND 58107-1408  
800-726-4064 • Office 701-391-9095 • Fax 701-293-7811E-mail: [rodr@dakotafence.com](mailto:rodr@dakotafence.com) Website: [www.dakotafence.com](http://www.dakotafence.com)  
Equal Opportunity Employer

|   |                             |                 |
|---|-----------------------------|-----------------|
| PROPOSAL SUBMITTED TO<br>City of Deadwood | PHONE                       | DATE<br>3/10/16 |
| STREET                                    | JOB NAME<br>Bleacher planks |                 |
| CITY, STATE AND ZIP CODE                  | JOB LOCATION                |                 |

We propose to provide the following item(s), quantity as listed:

**The following bleacher planks with freight included to Deadwood SD.  
Manufactured by National Recreation**

|   |            |                    |
|---|------------|--------------------|
| 24 each P21216AL 2x12x16' anodized aluminum seat planks @ | \$ 173.00= | \$ 4,152.00        |
| 12 each SP 212/WH pair splice sleeves with rivets-2x12 @  | \$ 9.30=   | \$ 111.60          |
| 24 each EC-212/WH End Cap with hardware @                 | \$ 4.00=   | \$ 96.00           |
| 400 each CL-STD/WH Clip set with hardware @               | \$ 1.40=   | \$ 560.00          |
| <b>Total before freight</b>                               |            | <b>\$ 4,919.60</b> |
| <b>Freight</b>  |            | <b>\$ 1,027.00</b> |
| <b>Total delivered</b>                                    |            | <b>\$ 5,946.60</b> |

**Shipping 2-4 weeks ARO**We Propose hereby to furnish material and labor, if applicable - complete in accordance with above specifications, for the sum of:  
As per above.**Terms of Payment to be made as follows: Upon receipt of invoice**

Purchaser agrees to indemnify and hold harmless Dakota Fence and its agents from any and all claims or damages arising directly or indirectly from any failure to erect playground equipment or other products on or within property lines; any failure to comply with by-laws, restrictive covenants, building codes or other restrictions; encroachment or interference with any easement; damage to any improvements, including underground sprinklers, utilities, including wires or pipes; frost heave; personal injury or death. Purchasers agree that Dakota Fence's liability shall not exceed the amount paid to it under this Proposal. All work to be completed according to standard industry practices. IMPORTANT: All playground equipment must be properly maintained and installed over a surface that provides adequate fall protection. For details, refer to the "Handbook for Public Playground Safety" at [www.cpsc.gov](http://www.cpsc.gov). Purchaser assumes sole responsibility to routinely inspect the playground equipment or other products for signs of wear, vandalism, or other unsafe conditions. Purchaser agrees that any alteration or deviation from the above prices or specifications requires Dakota Fence's prior written consent and shall automatically become part of and subject to this Proposal, which may include an additional charge. This proposal contingent upon strikes, accidents or delays beyond Dakota fence's control and supersedes all prior written or oral agreements. Purchaser agrees to carry all necessary and required insurance. Dakota Fence's workers are fully covered by Workers Compensation Insurance or other required insurance.

**Acceptance of Proposal** The above prices, specifications, terms and conditions are satisfactory and are hereby accepted by Purchaser. Dakota Fence is authorized to do the work as specified and Purchaser shall make payment as outlined above.

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

**Dakota Fence**By: Rod Rick  
Rod RickThis Proposal may be withdrawn by Dakota Fence within 30 days.**Purchaser**

Purchaser Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

**PROPOSAL**

# DEADWOOD

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

3-21-16

7A+B

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

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

## ***Memorandum***

---

**Date:** March 17, 2016  
**To:** Deadwood City Commission  
**From:** Bob Nelson, Jr., Zoning Administrator/City Planner  
**Re:** Bid/Quote Opening Results – Powerhouse Park, Gateway  
Landscape/Sign Project, Historic Preservation Contractor

---

Bids were opened on March 15, 2016 at 2:00 p.m. for the Powerhouse Park Project, Historic Preservation Contractor and Gateway Landscape/Sign Project.

The low bid for the Powerhouse Park Project was received from RCS Construction Inc. for \$220,000. The budget for this project is \$200,000 with \$75,000 coming out of Historic Preservation, \$75,000 coming out of the General Fund, \$50,000 coming out of the LWCF Grant and reallocate \$20,000 from the Gateway Landscape Project CIP Project. The LWCF Grant must be used in 2016 or it will be forfeited.

Along 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 City received one proposal from Custom Décor Masonry Inc. in the amount of \$19,346.63.

The Powerhouse Park Project and the Historic Preservation Contractor portion of Powerhouse Park go hand in hand and BOTH should either be approved or denied.

If both the projects listed above are approved the remaining budget amount for the Gateway Landscape/Sign project is \$35,653.37. If the projects listed above are not approved there will be \$75,000 available for this project. The bids presented are for five locations. 1. Wild Bill Hickok, 2. Gold Rush 1876, 3. Main Street, 4. Where Legends Were Born and 5. Where the Wild West Lives. The intent of separating the cost of each location is to have the ability to award as

many of the locations as possible within the budget. The Gateway Project can be approved as a single location or two locations as the budget allows.

Copies of the bids and quotes are attached for your review. The Planning and Zoning Office understands this may be confusing and discussion during the meeting may clear up questions or feel free to contact me prior to the meeting to get a better understanding of the budget versus the bid amounts.

**Potential Motions:**

**Powerhouse Park:** Approve/Deny the award of the Powerhouse Park Project to RCS Construction Inc. in the amount of \$220,000 to be paid from the CIP Project Fund, reallocate \$20,000 from the Gateway Landscape Project CIP Project Fund and direct the City Attorney to prepare a contract.

**Historic Preservation Contractor:** Approve/Deny 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.

**Gateway Landscape Project:** Based on the outcome of the Powerhouse Park Projects the City Commission will decide which locations they wish to fund based on the \$75,000 balance or the \$35,653.37 balance and direct the City Attorney to prepare a contract. Or all of the bids for the Gateway Landscape Project could be rejected and the City would rebid this project next spring.

3-21-16  
7A

BID OPENING 2:00 P.M. on March 15, 2016.

Powerhouse Park

The following were present:

1-Tallgrass Landscape Architecture

2-CAI Construction

3-RCS Construction

4-Ainsworth Benning Construction

5-Finance Officer Mary Jo Nelson

6-Zoning Administrator Bob Nelson Jr.

| ADDENDUM 1 RECD | BID BOND | BIDDER                   | BID AMT      |
|-----------------|----------|--------------------------|--------------|
| X               | x        | CAI Const. Inc           | \$248,401.00 |
| x               | X        | Ainsworth Benning        | \$277,580.00 |
| X               | X        | Leskca Inc               | \$244,704.00 |
| X               | X        | R.C.S. Construction Inc. | \$220,000.00 |



Mary Jo Nelson  
Finance Officer

## Notice to Bidders for Powerhouse Park City of Deadwood

The City of Deadwood will be accepting sealed, signed bids from general or landscape contractors at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 p.m. on March 15, 2016, for the construction of 'Powerhouse Park' project and will be publicly opened at 2:00 p.m. on March 15, 2016 with results presented on March 21, 2016 at 5:00 p.m. at the City Commission meeting in City Hall, 102 Sherman Street, Deadwood, SD.

The work generally consists of extending the boardwalk completed in 2015 with additional improvements to preserve historic artifacts, add a concrete ramp, build a short trail, install three metal shade structures, and a set of steps to the creek.

Plans and specifications for the project may be obtained electronically from TALLGRASS LANDSCAPE ARCHITECTURE, LLC, 25138 Little Italy Road, Custer SD 57730, 605.440.2254 [info@tallgrasslandscapearchitecture.com](mailto:info@tallgrasslandscapearchitecture.com) upon request or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

The contractor shall pay the sum of \$250.00 per day for each day that the project is not completed beyond the project completion date as provided for herein. The assessment of liquidated damages for failure to complete the work within the contract period shall not constitute a waiver of the contracting authority's right to collect any additional damages which the contracting authority may sustain by failure of the contractor to carry out the terms of their contract. The damages stipulated above are to be deducted from any monies due to contractor as liquidated damages for the loss to the grantee.

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

Bids must be sealed and marked **Powerhouse Park**. Bids shall be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 16th day of February, 2016.

CITY OF DEADWOOD

  
Mary Jo Nelson, Finance Officer

Publish Black Hills Pioneer: February 19, 2016, and February 26, 2016

For any notice that is published twice:

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

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  
Monten Nelson (figures)  
amount) 19,346.63 Dollars (write out total dollar amount)



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:** CR3DM-DECOR 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 |
|----------|----------------------------------|-------|------------|
|----------|----------------------------------|-------|------------|

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

SPENDFISH, 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).

BID OPENING 2:00 P.M. on March 15, 2016.

Gateway Landscape Remodel

3-21-16  
7B

The following were present:

1-Tallgrass Landscape Architecture

2-CAI Construction

3-RCS Construction

4-Ainsworth Benning Construction

5-Finance Officer Mary Jo Nelson

6-Zoning Administrator Bob Nelson Jr.

| BIDDER     | 1-Wild Bill<br>Hickok | 2-Gold Rush<br>1876 | 3-Main Street | 4-Where<br>Legends Were<br>Born | 5-Where Wild<br>West Lives |
|------------|-----------------------|---------------------|---------------|---------------------------------|----------------------------|
| CAI Const. | \$49,287.00           | \$36,625.00         | \$51,019.00   | \$16,650.00                     | \$35,428.00                |
| RCS Const. | \$43,200.00           | \$52,300.00         | \$53,200.00   | \$19,000.00                     | \$35,600.00                |

All bidders acknowledged Addendum One and included Bid Bond.



Mary Jo Nelson  
Finance Officer

**Notice to Bidders for  
Gateway Landscape Remodel  
City of Deadwood**

The City of Deadwood will be accepting sealed, signed bids from general or landscape contractors at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 p.m. on March 15, 2016, for the construction of 'Gateway Landscape Remodel' project and will be publicly opened at 2:00 p.m. on March 15, 2016 with results presented on March 21, 2016 at 5:00 p.m. at the City Commission meeting in City Hall, 102 Sherman Street, Deadwood, SD.

The work generally consists of remodeling the landscaping around the five (5) prominent entrance signs to the city. The work consists of vegetation removal, grading and drainage, irrigation installation, planting, pathway construction, sign installation, asphalt road construction and other improvements.

Plans and specifications for the project may be obtained electronically from TALLGRASS LANDSCAPE ARCHITECTURE, LLC, 25138 Little Italy Road, Custer SD 57730, 605.440.2254 [info@tallgrasslandscapearchitecture.com](mailto:info@tallgrasslandscapearchitecture.com) upon request or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

The contractor shall pay the sum of \$250.00 per day for each day that the project is not completed beyond the project completion date as provided for herein. The assessment of liquidated damages for failure to complete the work within the contract period shall not constitute a waiver of the contracting authority's right to collect any additional damages which the contracting authority may sustain by failure of the contractor to carry out the terms of their contract. The damages stipulated above are to be deducted from any monies due to contractor as liquidated damages for the loss to the grantee.

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

Bids must be sealed and marked **Gateway Landscape Remodel**. Bids shall be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 16th day of February, 2016.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish Black Hills Pioneer: February 19, 2016, and February 26, 2016

For any notice that is published twice:

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

3-21-16  
8A

**NOTICE OF PUBLIC HEARING  
FOR WILD BILL DAYS 2016  
STREET CLOSURES, RELAXATION OF OPEN CONTAINER ORDINANCE  
AND REQUEST WAIVER OF VENDOR, BANNER FEES**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held March 21, 2016, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Street Closure Requests:**

- Dock Dogs- Main Street from Deadwood to Pine Street starting at 9:00 a.m. on Thursday, June 16 and will remain closed through Saturday, June 18 until 10:00 p.m.
- Concerts- Main Street closed from Wall to Deadwood Street starting on Thursday, June 16 at 2:00 p.m. and will remain closed through Sunday, June 19 at 2:00 a.m.

**Open Container Requests:**

Friday, June 17, 2016

- Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St 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 Noon to 10:00 p.m.

Saturday, June 18, 2016

- Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St 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 Noon to 10:00 p.m.

Sunday, June 19, 2016

- Relaxation of Open Container Ordinance at the Event Complex from noon to 4:00 p.m.

**Request to Waive Vendor Fee and Allow Vending on Public Property:**

To grant exception and waive fees for the ordinances pursuant to the following City Codes: 5.28.080-vending, 5.28.030-vending on public property for Wild Bill Days June 17 & 18, 2016.

**Request to Waive Banner Fee:**

Friday & Saturday, June 18 & 19, 2016 for Dock Dogs banners

**Use of Public Property**

Allow the use of public property for Deadwood's 3rd Midnight Cowboy 5K Run Saturday June 18, 2016.

**Permission to Waive User Fees**

Request to waive user fees at the Event Complex for the Arenacross event Tuesday June 14 through Monday June 20, 2016.


**Special Full Temporary Liquor License at Event Complex for Chamber**

For Saturday June 18 and Sunday June 19, 2016.

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

Dated this 7th day of March, 2016.

CITY OF DEADWOOD

  
Mary Jo Nelson, Finance Officer

Publish BH Pioneer: March 10, 2016

For any public notice that is published one time:

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

3-21-16  
JB

**NOTICE OF PUBLIC HEARING  
FOR PBR TOURING PRO EVENT  
REQUEST OPEN CONTAINER, SPECIAL LIQUOR LICENSE**

**NOTICE IS HEREBY GIVEN** that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held March 21, 2016 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Relaxation of Open Container:**

Friday June 10, 2016: Relaxation of Open Container Ordinance at the Event Complex from 12:00 p.m. to 10:00 p.m.

Saturday June 11, 2016: Relaxation of Open Container Ordinance at the Event Complex from 12:00 p.m. to 10:00 p.m.

**Special Full Temporary Liquor License**

For Friday June 10 and Saturday June 11, 2016 for Saloon #10.

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

Dated this 7th day of March, 2016.

CITY OF DEADWOOD

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

Publish: B.H. Pioneer: March 10, 2016

For any public notice that is published one time:

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

3-21-16  
8 C

**NOTICE OF PUBLIC HEARING  
DEADWOOD MICKELSON TRAIL MARATHON**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on March 21, 2016 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Sherman Street Parking Lot:**

Requesting use of the Sherman Street Parking Lot on June 4 and June 5, 2016 to be used as the finish line for the Fast 5K, Kids 1K and 2K and Mickelson Trail Marathon.

**Lower Main Parking Lot:**

Requesting use of the Lower Main Street Parking Lot on June 5, 2016, if available.

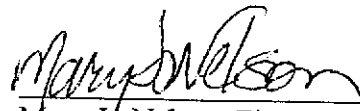
**Event Complex:**

Requesting use of the Event Complex parking area from 5:00 a.m. to 3:00 p.m. on June 5, 2016 to allow privately hired buses to pick up and transport contestants to the starting and finishing lines for the event.

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

Dated this 7th day of March, 2016.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer: March 10, 2016

For any public notice that is published one time:

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

TALLGRASS LANDSCAPE ARCHITECTURE, LLC



## Proposal for Services

3-21-16  
10A

25138 Little Italy Road  
Custer, SD 57730  
605.517.1899  
605.440.2254

[info@tallgrasslandscapearchitecture.com](mailto:info@tallgrasslandscapearchitecture.com)  
[www.tallgrasslandscapearchitecture.com](http://www.tallgrasslandscapearchitecture.com)

**Project:** Whitewood Creek Improvements, City of Deadwood, South Dakota  
**Date:** February 24, 2016

Bob Nelson, Jr  
Zoning Administrator  
**City of Deadwood**  
Planning and Preservation Office  
108 Sherman Street  
Deadwood, SD 57732

Bob,

Thank you for asking Tallgrass Landscape Architecture to submit this proposal to develop a restoration / renovation plan for Whitewood Creek between the 76<sup>th</sup> Drive and McKinley Street bridges. We really enjoy working with you and are excited for this new creek habitat project.

From our conversation, we understand that you have a vision to systematically improve Whitewood Creek throughout Deadwood. This will be a long term program that restores the creek habitat, improves recreation access, decreases erosion and sedimentation, and enhances the riparian plant communities while cleaning up overgrowth and dead plants. The long term goals of the restoration are to create a stable stream system and improved water quality, as well as enhanced aquatic habitat (better active recreating like fishing) and aesthetic value (better passive recreation like walking) for the community of Deadwood and its visitors who enjoy the creek. The initial 2016 project is intended to be the model for future creek improvements, demonstrating the value and benefits of the process.

The scope of work will generally be to conduct a careful review of the existing conditions, design bank grading, stabilization and erosion control, planting, plant removal, and stream bed and bank alterations to improve aquatic habitat and recreation opportunities. SD Game, Fish and Parks will be used as a resource for historic data, appropriate aquatic habitat design and methods and as a review resource for bank stabilization, creek revegetation and other creek improvements. Water access is already in place in this section of the creek, so will not be a part of the initial proposed project.

We propose to provide landscape architecture services that will include schematic site design, design development, cost estimating, construction documentation, bidding, and construction administration.

The following scope outlines our commitment to this project:

### **Project Schedule:**

**The project schedule is expected to be as follows, but is open to change during the process. Significantly shortening or elongating the schedule may affect the scope and fees.**

- A. Start Date: When Approved
- B. Project Kickoff: April 15, 2016
- C. 35% Design Submittal: June 1, 2016
- D. 65% Design Submittal: June 17, 2016

E. 100% Construction Documentation: July 13, 2016

#### **City's General Project Responsibilities**

**In order to adequately support the project during its duration the City shall:**

- A. Provide available base data, including any available land surveys, photographs, aerial imagery and other data that may be necessary to the project
- B. Provide a survey of the project site if necessary.
- C. Inform landscape architect of known governmental requirements, including zoning, ordinances and permit requirements, known special restrictions, and zoning conditions as they pertain to project
- D. Allow staff time to attend and plan for meetings
- E. Provide coordination between staff, commissioners and other entities within the city that need or should be involved in the project as it progresses
- F. Provide schedule, meeting reservations, advertising and staff support for Historic Review and any other required public meetings
- G. Provide construction bid advertising, developing contractor interest if necessary, bid opening, preparing bid analysis and contract negotiation.

#### **Consultant's General Project Responsibilities**

**In order to adequately develop the project during its duration the Landscape Architect shall:**

- A. Set Up Reference Systems for the project information to document and collect the project information relevant to our work
  - i. This information is available during and after the project to those authorized and who request it
- B. Participate in Project Meetings:
  - i. Prepare for and Deadwood Project Meetings as required
    - a. In addition to regular project meetings, up to four meetings with SD GF&P staff are planned.

Our detailed project approach follows:

#### **1.1 Site Analysis Phase & Schematic Design Phase**

In order to identify the physical attributes and limitations of the site relative to the Project Program, the Landscape Architect shall coordinate with Survey and City Staff to:

- A. Identify existing site conditions and features such as topography, drainage patterns, vegetation, including significant specimen plants, water elements, structures, views, known off-site considerations and previous planning documents relevant to the Project Program and as they pertain to project
- B. Confirm general location of utilities as they pertain to project
- C. Analyze existing site conditions to identify physical attributes and limitations of the Project site as they pertain to project
- D. Conduct site visits as necessary to review and catalogue these items
- E. Review applicable governmental requirements, including zoning, ordinances and permit requirements, known special restrictions, and zoning conditions as they pertain to project
- F. Advise the owner of tests and surveys, such as soils analysis, topographic survey, utility survey, and/or property boundary survey, that may be required as they pertain to the project
- G. Submit findings in the form of the following deliverables:
  - i. letter or memo summarizing the findings, if requested
  - ii. plan view drawing summarizing the physical attributes and limitations, if requested
  - iii. summary description of needed tests and surveys, if requested
  - iv. summary of specific restoration issues pertinent to this section of the creek

Based on the Site Analysis Phase findings, the Landscape Architect shall explore design options and develop a schematic design through the following:

- H. Participate in meetings with City Staff / SD GF&P (if necessary) to determine programmatic elements of the proposed improvements.
- I. Prepare studies and relational diagrams for the organization and placement of proposed creek improvements taking in consideration the existing site features and other program requirements
- J. Prepare drawings illustrating design concepts for the form and configuration of creek improvements.
- K. Evaluate alternative design concepts and, in conjunction with the Owner, identify preferred design concepts to address the restoration issues relevant to this section of the creek.
- L. Based on the preferred design concepts, prepare or modify the schematic design plan illustrating the form and configuration of the proposed improvements on the site.
- M. Prepare an opinion of probable costs to construct the proposed improvements, including a recommended contingency
- N. Submit the plan, details, cost opinion, and other deliverables as appropriate comprising the Schematic Design submittal to you for review and approval. This submittal is to be sufficient for grant application needs.

## **1.2 Design Development Phase**

Based on the Schematic Design approved by the Owner, the Landscape Architect shall refine and sufficiently detail the proposed form of the improvements to fully convey the design intent through the following:

- A. Participate in meetings with City Staff / SD GF&P (if necessary) for the purpose of design development
- B. Revise and refine the Schematic Design plan to spatially define the location of the proposed improvements in relation to both the existing site features and the other proposed improvements
- C. Continue to prepare drawings illustrating design concepts for the form and configuration of the Program elements on the site as the design for the detail features
- D. Prepare design detail sketches illustrating the proposed form and materials of the proposed improvements
- E. Prepare supplemental drawings as required to illustrate the design intent:
  - i. Overall site plan
  - ii. Site feature plans
  - iii. Detail landscape grading and drainage plan
  - iv. Planting plan
  - v. Other Plans as necessary
- F. Prepare outline specifications for applicable areas of work
- G. Submit the plans, preliminary details, and other deliverables as appropriate comprising the Design Development submittal to the Owner for review and approval

## **1.3 Construction Document Phase**

Based on the approved Schematic Design and Design Development communications that occur during the development of the final plans, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- A. Participate in up to two meeting with City Staff as necessary
- B. Prepare construction plans including:

- i. Overall site plan
- ii. Demolition plan
- iii. Staking (or layout) plans
- iv. Detail area plans
- v. Landscape grading and drainage plan
- vi. Erosion control plan
- vii. Planting plan
- C. Prepare construction details to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements
- D. Prepare construction specifications for the proposed improvements
- E. Update the opinion of probable cost to construct the proposed improvements
- F. Prepare documents suitable for review for compliance with applicable governmental requirements and assist the Contractor in the submission process to governmental agencies
  - i. Floodplain Development permits
  - ii. US Army Corps of Engineers permitting
  - iii. Other required permits specifically related to this project
- G. Address timely and applicable review comments received from agencies and revise the Construction Documents for compliance when required
- H. Submit digital copies of final documents; physical copies shall be reimbursable costs

#### **1.4 Bidding and Construction Phase**

The Landscape Architect shall:

- A. Make contract documents available through various plan houses
- B. Lead the pre-bid conference and document the proceedings
- C. Clarify the Construction Documents as required through the preparation and issuance of addenda

The Landscape Architect shall provide the following administration services associated with the construction of the Project:

- D. Attend and document the pre-construction conference
- E. Review and take appropriate action on shop drawings and change order requests submitted for approval
- F. Flag and mark portions of the project relating to specific work in the field to clearly relay portions of the work to the contractor.
- G. Be available to answer questions via phone or email during construction
- H. Undertake periodic observation of the work in progress for conformance with Construction Documents
- I. Evaluate the completed work to determine acceptance or non-acceptance based on conformity with the design intent expressed in the Construction Documents
- J. Undertake a final walk through and develop a punch list of items that require finishing or modification to conform to the plans

#### **Additional Services (Not in this contract)**

**These Phases are traditionally the following steps after Master Planning or Concept Planning, and are not part of this contract:**

- A. Site Survey
- B. Detailed project scheduling (critical path, milestone completion dates, or other methods)

February 25, 2016

- C. Representing the project at Public County or City meetings, public review or design review hearings
- D. Special studies or reports, such as hydrological engineering studies, water quality studies, chemical analysis or other studies related to chemical contamination
- E. Life cycle cost analyses
- F. Expert witness testimony
- G. Irrigation Plans
- H. Electrical or lighting plans
- I. Long-distance travel to inspect materials and equipment of potential suppliers
- J. Permitting services beyond those described in section 1.3F, such as storm water discharge permit from the South Dakota DENR, the Grading permit, signage permits, and Erosion control permits
- K. Assisting with Marketing/Feasibility Studies
- L. Complete site 3D models
- M. Post-Construction Services such as Preparing record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor

While the above services are not included in the base fee, we are available to negotiate a set fee or work hourly for any of the above items.

**Schedule:**

A suggested project schedule is included at the beginning of this proposal. Generally, the schedule is designed to begin construction September 1, 2016, with a one month construction window for the first phase of the project, assuming late summer / early fall will provide the lowest water levels and optimal planting conditions. Snow, high water and other weather conditions may affect the project start date and construction dates.

**Compensation:**

Based upon our understanding of the project our proposed total Lump Sum fee is noted below. Significant modifications to the scope or modifications to the schedule will require a review and modifications to the fee when warranted.

|                            |                    |
|----------------------------|--------------------|
| Schematic Design           | \$4,920.00         |
| Design Development         | \$2,100.00         |
| Construction Documentation | <u>\$5,480.00</u>  |
| <b>Total Design Cost</b>   | <b>\$12,500.00</b> |

In order to most efficiently serve the City of Deadwood and the needs of this project, we proposed to undertake the Bidding and Construction phase on an hourly, not to exceed' basis in addition to the design costs noted above.

|   |                  |
|---|------------------|
| <b>Bidding and Construction (not to exceed)</b> | <b>\$3000.00</b> |
|---|------------------|

**Billing:**

Tallgrass Landscape Architecture, LLC bills at the end of each month. Minor printing, local travel, and other expenses typically associated with a project like this are included. Printing for oversized documents or specialty printing are not included in our fee and an additional \$500.00 is recommended to be reserved for that expense. Our proposed fees are based upon our hourly rates which are as follows:

|                              |         |
|------------------------------|---------|
| Matt Fridell, PLA, Principal | \$90.00 |
| Tanya Olson, PLA, Principal  | \$90.00 |

*Tallgrass Proposal for Services*  
*Whitewood Creek Improvements, City of Deadwood, South Dakota*

*February 25, 2016*

Office Time/Staff

\$45.00

We enjoy working with you and in the City of Deadwood and very much appreciate the opportunity to work with you on another project that will benefit the citizens of Deadwood for years to come.

Thanks again!



Tanya Olson  
Landscape Architect

**Tallgrass Landscape Architecture, LLC**  
25138 Little Italy Road  
Custer, SD 57730  
[tanya@tallgrasslandscapearchitecture.com](mailto:tanya@tallgrasslandscapearchitecture.com)  
605-517-1899 | 605-440-2254

**Authorization to Proceed with the Work Proscribed Herein**

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

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



3-21-16  
10B

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

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

## MEMORANDUM

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**Date:** March 11, 2016  
**To:** Deadwood City Commission  
**From:** Bob Nelson, Jr., City Planner  
Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Old Charles Street Bridge

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At the March 9, 2016 Historic Preservation Commission meeting, the commission reviewed and held extensive discussion about the following options along with some additional options for the Charles Street Bridge.

The commissioners and City staff held on-site inspections and lengthy discussions on the future of the old Charles Street Bridge located at the intersection of Charles and Cliff Streets. The bridge is currently closed for safety reasons and upon a closer review it has been determined there needs to be a resolution in regards to the bridge's future. Staff determined there are at least three potential options regarding the future of the bridge. They are detailed on the following pages with some pros and cons of each option considered.

The Historic Preservation Commission is recommending to the City Commission approve Option 2: Disassemble the bridge and store for future use.

This options includes carefully disassembling the bridge and the metal components saved with all the wood structure discarded. At a future time the metal components could be rehabilitated and the bridge could be repurposed at a Deadwood location to be identified in the future.

**Recommended Motion:** Move to direct staff to further explore disassembling of the bridge for future use and finalize costs associated with this option.

### **Option 1: Demolition of Bridge**

This option includes retiring the bridge through demolition with the metal taken to a salvage yard for recycling and the wood taken to the rubble site. Prior to demolition there would be a comprehensive historic recordation and documentation of the bridge. During the recordation, a few components from the bridge should be identified for salvage and for historical reference or future interpretation. A contractor would be hired for the demolition. The City could provide assistance to perform the work. A historic preservation consultant would be hired for the recordation and documentation work.

City estimates: \$17,500 demolition / \$1,750 historic documentation

Pros: Liability eliminated, aesthetics of the neighborhood improved, least expensive option, no future costs associated.

Cons: Loss of historical resource

### **Option 2: Disassemble bridge for future use**

A more complete recordation and documentation of the historic bridge would be needed to allow reconstruction in the future. The bridge would then be disassembled carefully and the metal components saved with all the wood structure discarded. At a future time the metal components could be rehabilitated and the bridge could be repurposed at a Deadwood location to be identified in the future. One identified location could be near the Days of 76 Campground for a pedestrian access over Whitewood Creek to a future extension of Whitewood Creek Trail. This option requires a contractor along with city assistance to perform the work for the removal. Rehabilitation and reconstruction of the bridge would be contracted in a future project.

City estimate: \$35,000 / \$2,750 historic documentation

Pros: Liability eliminated, aesthetics of the neighborhood improved, potential for future trail development, cost benefit may be the highest value long term, adaptive reuse of historic structure.

Cons: Loss of historical resource in its current location, future costs will be associated, restoration and reconstruction anticipated to be expensive.

### **Option 3: Rehabilitate bridge in current location**

This option involves the professional services of a qualified engineering firm to create plans and specifications to rehabilitate the bridge in its current location for pedestrian use. The plans would include the historic recordation and documentation of the bridge. All work related to this option would be done by outside contractors.

City estimate: \$250,000 including engineering fees.

Pros: Liability eliminated, aesthetics of the neighborhood improved, pedestrian access to neighborhood not altered, and preservation of the historical resource in its current location.

Cons: Most expensive immediate alternative, doubles up on pedestrian access to the same location.

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



3-21-16

10C

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

## ***Waiver of Banner Restriction***

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**Date:** March 11, 2016  
**To:** Deadwood City Commission  
**From:** Bob Nelson, Jr., Zoning Administrator  
**Re:** Waiver of Banner Restrictions

---

The Deadwood Gulch Resort recently requested information about banner signage during road construction and within the construction area. As proposed the banners are not allowed based on the City of Deadwood code below:

*26. Banners are generally not allowed. However, when used in connection with a special or civic event are allowed with a permit, available through the city, at a rate of one hundred dollars (\$100.00) per business, per banner, per calendar year - multiple banners may be included in one application, however each banner in such application is subject to the fee; provided the event is sponsored by a not-for-profit organization or a governmental agency. Special events shall be designated by the city commission. The permit fee may be waived for a nonprofit organization, provided it obtains a permit from the city. All such banners and signs shall be allowed to be placed no sooner than seventy-two (72) hours prior to the beginning of the event and removed within forty-eight (48) hours after the termination of the event. All banners displayed under this clause must explicitly and clearly promote the special or civic event or include the promotion of Historic Deadwood by including the following language, "Welcome to Historic Deadwood." A permit must be obtained and issued by the zoning administrator and the building inspector. The banners must be approved by the zoning administrator and the building inspector.*

*Banners hung pursuant to this section must primarily and principally specify the special or civic event, OR with the text "Welcome to Historic Deadwood" primarily and principally displayed. The banner must be made of water-resistant materials and placed on a building facade during the promoted special or civic event in compliance with the existing sign ordinance. It may not*

*exceed ninety-six (96) square feet in area. No variances to this size limit may be approved by the planning and zoning commission. It shall be a single-piece sign with no attachments or additions, including but not limited to, the addition of any handwritten letters or symbols. Only one (1) banner may be placed on any one (1) side of a building or facade. Banners may be placed on temporary structures, including but not limited to, stages or fences that are constructed for special or civic events. An applicant who wishes to appeal the decision of the zoning administrator and the building inspector may appeal to the planning and zoning commission as provided by statute.*

As you will notice that banners are 'generally not allowed' except for during designated special events, there are circumstances that are currently creating hardships on the service and business industry along the Highway 85 corridor in the form of Highway Reconstruction. The businesses in the construction area are going to be challenged with marketing and letting clients and customers know that they are open for business or to entice people to visit their establishments. I am sure that more of these requests will be submitted throughout the summer months as businesses contend with the highway 85 reconstruction. Below is a possible action that could be taken.

Action:

Approve/Deny allowing the Zoning Administrator and the Building Inspector to approve or deny banner applications for businesses with a maximum of two banners per business in the Highway 85 construction area from Walnut Street to Highway 385 during the reconstruction period of April 1<sup>st</sup> to October 1<sup>st</sup> of 2016.

CITY OF  
**DEADWOOD**

**PUBLIC WORKS DEPARTMENT**

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

3-21-16  
10P

March 21, 2016

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

From: Ron Green

Subject: Fencing along Highway 85/14A

**SUMMARY**

In the area behind Tin Lizzie Casino, the fencing that was attached to the guard rail was falling down due to deterioration of the fence itself. This had been installed to prevent pedestrians from crossing the four lane highway from the Railroad St. parking lot to the Tin Lizzie parking lot (a very dangerous act). The fencing was a safety hazard and had to be removed.

I approached the SDDOT to see if they could participate in replacing the fencing. After a site visit with the SDDOT, it was determined that the guard rail would also need replacing. This would be entirely at their cost. They also indicated that they would be willing to pay for half the cost of installing the new fencing. The SDDOT has drawn up an agreement to provide for this cost sharing with each party being responsible for \$16,498.18 of the \$32,996.35 which was the low quote we received.

**RECOMMENDATION**

It is my recommendation that the Commission permit the Mayor to sign the agreement with the SDDOT for installation of the new fencing. The City's portion to be paid for from the Street Dept. repair budget.

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT PROPOSAL**

DOT-123  
(5/05)  
1 of 1

| CODE | PROJECT |       |     | MAINT<br>UNIT | CONTROL<br>REFERENCE | AFE | FUNCTION | BEGIN<br>MRM | END<br>MRM |
|------|---------|-------|-----|---------------|----------------------|-----|----------|--------------|------------|
|      | PRE     | ROUTE | AGR |               |                      |     |          |              |            |
|      |         | 085   |     | 451           |                      |     |          |              |            |
|      |         |       |     |               |                      |     |          |              |            |

CITY AND/OR COUNTY: Deadwood/Lawrence

BUDGET SOURCE: 1113632

FINALS ENGINEER REVIEW REQUIRED: ☐ YES ☒ NO  
 REGION MATERIALS CERTIFICATION REQUIRED: ☐ YES ☒ NO  
 CERTIFIED INSPECTORS/TESTERS REQUIRED: ☐ YES ☒ NO  
 TO BE INSTALLED ON CM&P: ☐ YES ☒ NO

TYPE, PURPOSE AND LOCATION OF WORK: Materials and Installation of approximately 1400 feet of fence along Hwy 85 in Deadwood, SD. City of Deadwood will obtain quotes, pay Vendor in full and bill SDDOT for 1/2 of total cost.

**ESTIMATE OF QUANTITIES AND COST**

| BID ITEM<br>NUMBER | ITEM   | QUANTITY | UNIT | UNIT PRICE | AMOUNT             |
|--------------------|--|----------|------|------------|--------------------|
| 001                | Approximately 1400 ft of 4' and 5' black vinyl coated chain link fence<br>Includes all materials and installation. | 1        | LS   | 16,498.18  | \$16,498.18        |
|                    |  |          |      |            |                    |
|                    |  |          |      |            |                    |
|                    |  |          |      |            |                    |
| <b>TOTAL</b>       |  |          |      |            | <b>\$16,498.18</b> |

**CONTRACTOR'S PROPOSAL STATEMENT**

The undersigned does hereby agree to furnish the labor and/or material in the quantities, at the unit price, for the purpose, in the place and in accordance with attached provisions upon approval of this Proposal by the State Transportation Commission. This document becomes the Contract when signed by the Contractor and a Department of Transportation Representative. The Contractor agrees to provide services in compliance with the Americans with Disabilities Act of 1990. The Contractor agrees to provide a certificate of insurance prior to commencing work, for liability coverage for the duration of the work as per the current edition of the SDDOT Standard Specifications for Roads and Bridges.

PROPOSED START DATE April 1st, 2016

OVERALL COMPLETION DATE Sept. 30th, 2016

SUBSCRIBED AND SWORN TO BEFORE ME THE

SIGNATURE

DAY OF 20

COMPANY City of Deadwood

ADDRESS 102 Sherman

Deadwood, SD 57732

NOTARY - My Commission Expires

FEDERAL TAX ID NUMBER 46-6000091

RECOMMENDED FOR APPROVAL:

CONSTRUCTION & MAINTENANCE ENGINEER

DATE

REGION ENGINEER

DATE

DIRECTOR OF OPERATIONS

DATE

APPROVED FOR THE TRANSPORTATION COMMISSION

NAME

TITLE

DATE

APPROVED as per Federal Highway Stewardship Provisions this

day of

, 20

PROJECT DEVELOPMENT ENGINEER



P.O. Box 925  
 Rapid City, SD 57709-0925  
 605-381-1553

## Estimate

| Date      | Estimate # |
|-----------|------------|
| 11/4/2015 | 1546       |
|           | P.O. No.   |
|           |            |

| Name / Address   |
|--|
| City of Deadwood Street Department<br>67 Dunlop Ave.<br>Deadwood, SD 57732 |

| Description   | Qty | Total              |
|---|-----|--------------------|
| Materials for 640 LF of 5' tall, 764 LF of 4' tall, black vinyl coated chain link fence. Posts will have plates welded to the sides of posts then attached to guardrail posts with galvanized lag bolts. Post mounted on concrete will have plates welded to them and attached to concrete with 4-1/2" X 3" anchored bolts each post.   |     | 23,050.36T         |
| Barricades to block off one lane of traffic on Hwy 85.  |     | 2,886.00T          |
| Labor and fuel to install fence.  |     | 6,400.00T          |
| Excise tax  |     | 659.99             |
| Quote must be accepted within 30 days. Rushmore Fencing Company, Inc. is not responsible for sprinkler lines or other private utilities not marked. All materials must be paid on or before the day work is set to begin. Fence will be installed in location as specified by owner at time Estimate is accepted. If fence location is changed after this time, the owner is responsible for all additional expenses to relocate. |     |                    |
| <b>Subtotal</b>   |     | <b>\$32,336.36</b> |
| <b>Total</b>  |     | <b>\$32,996.35</b> |

Signature \_\_\_\_\_



Over a Decade Serving the Black Hills Area!

4340 Peridot Lane  
Rapid City, SD 57702  
Phone (605) 716-9070 Fax (605) 716-9072  
[OutlawFencingLLC@gmail.com](mailto:OutlawFencingLLC@gmail.com)

Date: 11/3/2015

Customer : City Of Deadwood  
Bill Burleson  
605-641-2874  
[bill@cityofdeadwood.com](mailto:bill@cityofdeadwood.com)

Job: Pioneer Way Fencing

Deadwood, SD

| QUANTITY | DESCRIPTION                      | UNIT PRICE | TAXABLE? | AMOUNT       |
|----------|----------------------------------|------------|----------|--------------|
| 1400     | Materials & Installation         | \$ 23.00   | T        | \$ 32,200.00 |
| 300      | 1/2" x 4" Tapcon Anchor          | \$ 2.20    | T        | \$ 660.00    |
| 220      | 1/2" x 6" Galvvanized lag bolt   | \$ 1.25    | T        | \$ 275.00    |
|          |                                  |            | T        |              |
| 7        | Core Drill Holes                 | \$ 146.00  | T        | \$ 1,022.00  |
| 2        | Bags grout                       | \$ 10.00   | T        | \$ 20.00     |
|          |                                  |            | T        |              |
| 1        | RHS Traffic Control Lane Closure | \$ 935.00  | T        | \$ 935.00    |
|          |                                  |            | T        |              |
|          |                                  |            | T        |              |
|          |                                  |            | T        |              |
|          |                                  |            | T        |              |
|          |                                  |            | T        |              |
|          |                                  |            | T        |              |
|          |                                  |            | T        |              |

**Comments or Special Instructions:**

696' of 4' Tall 9 ga. Black Fabric & 704' of 5' tall 9 ga. black fabric, 2 1/2" ss 40 Line posts, 1 5/8" ss40 top rail, 3" ss 40 corner/end post, 7 ga. Bottom wire. Galvanized Powder Coated posts anchored to guard rail using two 1/2" x 6" Galvanized lags. Posts anchored to concrete wall using four 1/2" x 4" Galvanized Tapcon Anchor. Brace and Truss System.

|            |              |
|------------|--------------|
| SUBTOTAL   | \$ 35,112.00 |
| TAX RATE   | 2.04%        |
| EXCISE TAX | 716.64       |
| OTHER      | -            |
| TOTAL      | \$ 35,828.64 |

If you have any questions concerning this Bid, contact Scott Montague, (605)390-9070,  
[OutlawFencingLLC@gmail.com](mailto:OutlawFencingLLC@gmail.com).

THANK YOU FOR CONSIDERING OUTLAW FENCING FOR YOUR FUTURE PROJECT!



FootHills Fence Co.

**P.O. Box 435**

**Black Hawk, SD. 57718**

**Phone: 605-391-1354**

**Fax: 605-343-5172**

**foothillsfence@aol.com**

## **Bid Proposal**

|   |                       |
|---|-----------------------|
| <b>To: City Of Deadwood</b>                               | <b>Date: 11-10-15</b> |
| <b>Project: 1403.5' of New Black Fence Line</b>           | <b>By: Jeff Reed</b>  |
| <b>Location: Deadwood - HWY85-Pioneer Way to Wall St.</b> |                       |
| <b>Terms: 50% Down/ 50% Due After Completion</b>          |                       |
| <b>Must be accepted within 30 days</b>                    |                       |

Bill, here is our bid proposal for the fence project in Deadwood. The total footage came to 1403.5'. Assuming this will be a two phase project, I bid it as such. Phase one will consist of the first 53.5' of 4' high fence (post on plates) at the intersection of Pioneer Way and Wall St followed by the 710' of 4' fabric mounted to the side of the stem wall including the radius. Phase two will consist of mounting a 5' fabric & posts to the back side of the new guard rails matching the height of the four foot material at 640'. All materials will be black as requested and consist of heavy commercial grade stock. The cost of this project will run \$42,988.38.

The above cash cost does include all materials, labor and tax.

Please keep in mind we are not responsible for damaged sprinkler lines or sprinkler heads, especially if not located prior to our installation.

Should you have any questions please feel free to contact me @ (605) 391-1354 or by e-mail = foothillsfence@aol.com.

**Thank You-We appreciate your business!**

**Acceptance of Proposal**

**Signature:** \_\_\_\_\_

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

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**

10E

**Date:** March 11, 2016  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Days of 76 Museum - Carriage Exhibits

During this year's Capital Improvement Planning (CIP) meetings, Deadwood History, Inc. identified a concern regarding the Days of 76 Museum and the collection. Several of the horse-drawn vehicles in the carriage gallery have begun to show noticeable structural changes due to low levels of relative humidity. When relative humidity levels are too low, wood loses moisture and shrinks. Numerous wooden wagon wheels have begun to show signs of shrinkage due to low humidity levels. Not only is it expensive to repair the damage, it also presents a potential danger to individuals who use the wagons in parades, events or other occasions.

The CIP committee has recommended the installation of a climate control system to regulate humidity in the carriage gallery this spring. 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. See attached quotes for work to be done on the Days of 76 Museum Carriage gallery.

This office has worked with DHI and public works in identifying options and developing the following recommendation.

|  |                    |
|--|--------------------|
| Action Mechanical  | \$16,856.00        |
| Installation of one steam generator humidifier on supply duct system AHU-2 serving carriage display area |                    |
| Freeman's Electric Service, Inc.   | \$ 2,600.00        |
| Connection for humidifier system.  |                    |
| Stretch's, Inc.  | \$ 6,887.00        |
| Big Door Vision Lites complete with 42" man door and power installed with ADA power closure              |                    |
| Bronse over Low-E insulated BSB installed  | \$ 2,721.44        |
| <b>Total:</b>  | <b>\$29,064.44</b> |

The Historic Preservation Commission reviewed the request and recommends approval of the Climate Control System Project for \$29,064.44.

**RECOMMENDED MOTION:** Move to approve the installation of a Climate Control System to regulate humidity in the Carriage Gallery at the Days of 76 Museum for a cost of \$29,064.44.

PROPOSAL

# Action Mechanical

1856 LOMBARDY DRIVE, RAPID CITY, SD 57701-4130  
PHONE: (605) 348-5212 FAX: (605) 348-6984

SUBMITTED TO: Attn: Carl  
Days of '76 Museum  
48 Crescent St.  
Deadwood, SD 57732

PHONE: 578-1857  
FAX

DATE: 09/29/14

We hereby submit specifications and estimates for:

Installation of one steam generator humidifier on supply duct system AHU-2 serving carriage display area. Main steam generator unit to be installed high on sidewall of corridor 113 and steam 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.  
This quote includes all labor, material, sales and excise tax.

EXCLUSIONS: Electrical Power Wiring.

We Propose hereby to furnish material and labor -- complete in accordance with the above specifications, for the sum of:

Sixteen Thousand Eight Hundred Fifty Six dollars (\$16,856.00).

payment to be made as follows: 100% DUE ON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

AUTHORIZED SIGNATURE \_\_\_\_\_

*Virgil R. Whetzel*

Note: This proposal may be withdrawn by us if not accepted  
within 30 days.

Acceptance of Proposal -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_



**FREEMAN'S ELECTRIC SERVICE, INC.**  
901 E. Dickson Rd. / P.O. Box 6  
Sturgis, SD 57785

Phone: (605) 347-0110  
Fax : (605) 347-2953

**PROPOSAL AND  
ACCEPTANCE**

PROPOSAL SUBMITTED TO

Days of '76 Museum  
Attention: Carl  
P.O. Box 140  
Deadwood, SD 57732

DATE

10/7/2014

PHONE

578-1657 ext. 216

JOB NAME

Connection for a Humidifier System.

JOB ADDRESS

18 76th Dr., Deadwood, SD

We hereby submit specifications and estimates for:

Please see attached sheet for the specifications of this bid proposal.

**TOTAL PRICE OF BID PROPOSAL**

**\$2,600.00**

**WE PROPOSE**

Two thousand six hundred dollars and no cents.

Payment to be made as follows:

Work in Progress.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices  
Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will  
will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond  
our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's  
Compensation Insurance

Authorized Signature:

NOTE: This proposal may be withdrawn by us if not accepted within (30) thirty days

# BID PROPOSAL

**FREEMAN'S ELECTRIC SERVICE, INC.**  
**P.O. BOX 6**  
**STURGIS, SD 57785**

**PHONE: (605) 347-0110**  
**FAX: (605) 347-2953**

## Days of '76 Museum

Date: 10/7/2014

**Attention: Carl**

**P.O. Box 140**

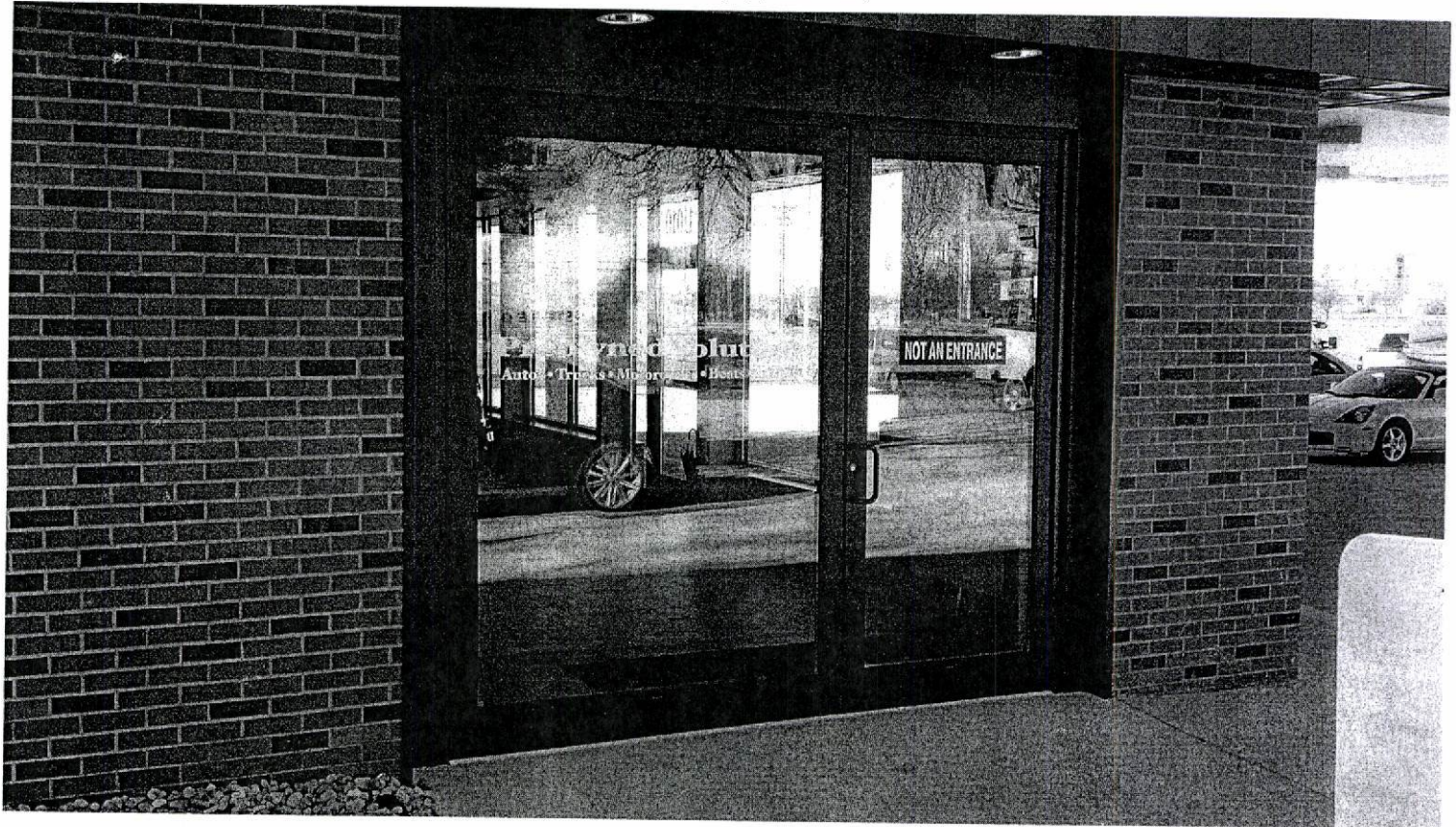
**Deadwood, SD 57732**

**Job:** Adding a Humidifier System.

[illegible]

2/26/2016

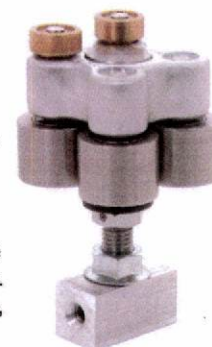
full.php (3264x1840)



# CRL STACKING PARTITION SYSTEM

For Pricing Visit Our Web Site or Call Us Toll Free  
at the Phone Numbers Shown on the Back Cover

## CRL's Versatile SPS Stacking Partition System Featuring Intelli-Track™



Our Stacking Partition System, or SPS, offers a variety of options to create a simple yet elegant interior space division or a large inviting mall front. Restaurants and sidewalk cafes can easily expand with indoor/outdoor seating space. The design options are limited only by the architect's imagination.

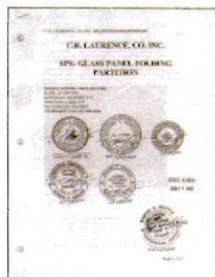
SPS utilizes our patented Wedge-Lock™ Glass Securing System, found in our popular DRS Door Rails. Available in a variety of rail configurations and finishes, SPS is the right choice when searching for an affordable, dependable, attractive stacking partition system.

Ease of operation was on the top of our list when we designed SPS. The Intelli-Track™ Roller is an innovative design that allows for smooth, almost effortless panel movement. Combined with our overhead track design, the panels seem to stack and park by themselves. Our multi-point locking system offers a secure, easily operated entrance.



**SPS  
DESIGN  
REPORT**

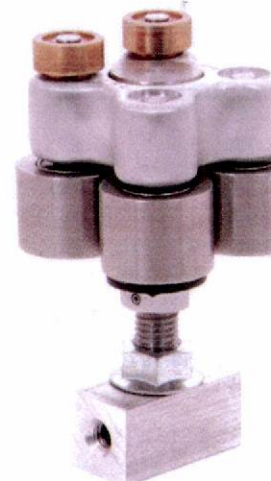
For your convenience CRL  
has a complete Design  
Report published at  
[crlaurence.com](http://crlaurence.com).



# CRL STACKING PARTITION SYSTEM

For Pricing Visit Our Web Site or Call Us Toll Free  
at the Phone Numbers Shown on the Back Cover

## CRL SPS Stacking Partition System Featuring Intelli-Track™ With Parking Area



- Directional Rollers Work With Both Manual and Self-Guiding Intersections to Provide Directional Control
- Available in Five Finishes for 1/2" (12 mm) and 3/4" (19 mm) Glass (See Pages Z527-Z532)
- Many Custom Finishes Available
- Tracks and Intersections Are Available in Mill Aluminum and White Powder Paint (Other Finishes on Special Order)
- A Full Selection of Accessories to Accommodate Most Applications
- In-House Technical Sales Representatives to Assist You in Planning Your Installation

CRL Engineers asked questions, made product comparisons, and designed the most versatile Stacking Partition System available. The directional rollers of the Intelli-Track™ Roller can be positioned on either the inside or outside track, and when they come in contact with the switching block they will travel the direction the switching block is oriented. This prevents accidental panel rotation, and directs the panel to the proper track in the parking area every time you open it.

Two styles of Overhead Tracks are available: Standard, for almost any installation; and Flanged, for drop ceiling installations. Both are available in mill aluminum and powder painted white 120" (3.05 m) and 240" (6.10 m) stock lengths along with 14 different matching intersections. A variety of Door Rail configurations and finishes (see pages Z527-Z532) are available to meet your design criteria. Latches, locks, and alignment pins, when used in conjunction with our dustproof keepers, secure the doors in place when in the closed position.

Our most important offering is our Technical Sales Assistance to help you plan and design your project. We also provide drawings, glass sizes, and installation suggestions after you place your order. Contact CRL Technical Sales at (800) 421-6144 in the U.S., (877) 421-6144 from Canada, or (323) 588-1281 International. Ask for Ext. 7700. You can also send e-mail from the [crlaurence.com](http://crlaurence.com) home page. Click on Contact Us, and then click on Technical Sales for Commercial Products.



**NOTE:** System supports panels up to 470 pounds (213 kg). It is recommended that individual panels not exceed this weight, or any of the following measurements: **1/2" (12 mm) Glass Panels** - 120" (3.05 m) Maximum Height; 72" (1.83 m) Maximum Width  
**3/4" (19 mm) Glass Panels** - 156" (3.96 m) Maximum Height; 72" (1.83 m) Maximum Width.

## Information Required to Obtain a Quote

CRL is ready to assist your bid process by providing a timely and thorough quote on the Stacking Partition System to meet your needs. Please complete and submit the following:

1. SPS Rail Selection (see pages Z527-Z532)  
Style/Finish \_\_\_\_\_

2. Select Glass Thickness (Glass Supplied by Others)  
☐ 1/2" (12 mm) ☐ 3/4" (19 mm)

3. Parking Configuration and Track Type (see pages Z526 and Z534-Z540)  
Type \_\_\_\_\_ ☐ Standard ☐ Park Left  
☐ Flanged ☐ Park Right

4. Measured Width and Height of the Opening  
Opening Width \_\_\_\_\_ Opening Height \_\_\_\_\_

5. Number of Panels in Opening \_\_\_\_\_  
(Not to Exceed Maximum Panel Width)

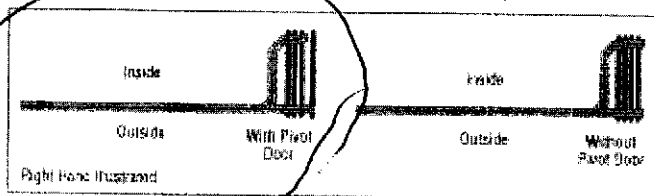
6. A Simple Drawing of Your Requirements (Fax or e-mail)

After filling out the above information contact our Technical Sales Representatives at (800) 421-6144 in the U.S., (877) 421-6144 from Canada, or (323) 588-1281 International. Ask for Ext. 7700.

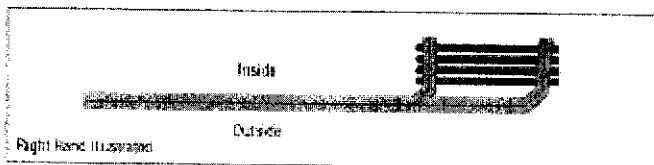
We will be glad to answer any of your questions, help you design your Stacking Partition System, and provide you with the necessary drawings and details you will need to complete the job.

## SPS Parking Configurations

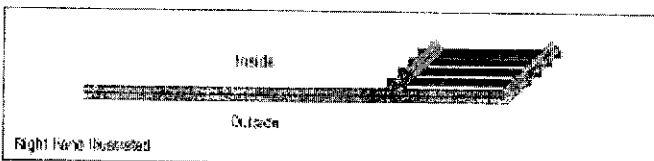
### TYPE 1 - Self-Guiding Perpendicular Parking



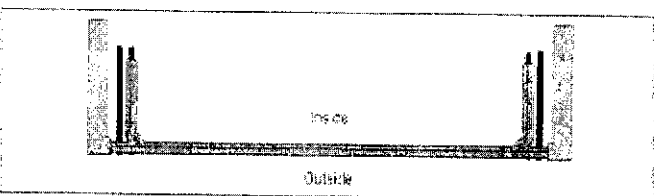
### TYPE 2 - Self-Guiding Parallel Parking



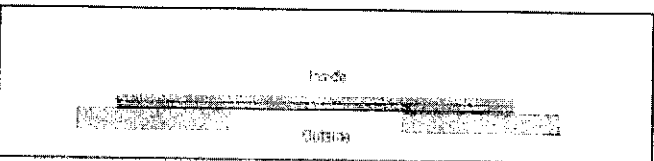
### TYPE 3 - Self-Guiding 135 Degree Parallel Parking



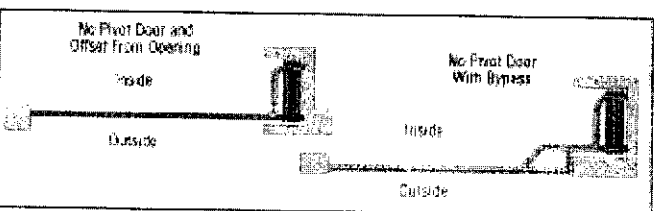
### TYPE 4 - Bi-Parting Perpendicular Parking with Pivot Doors

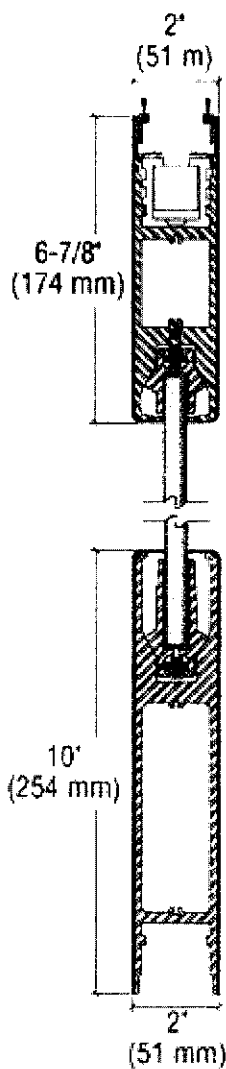
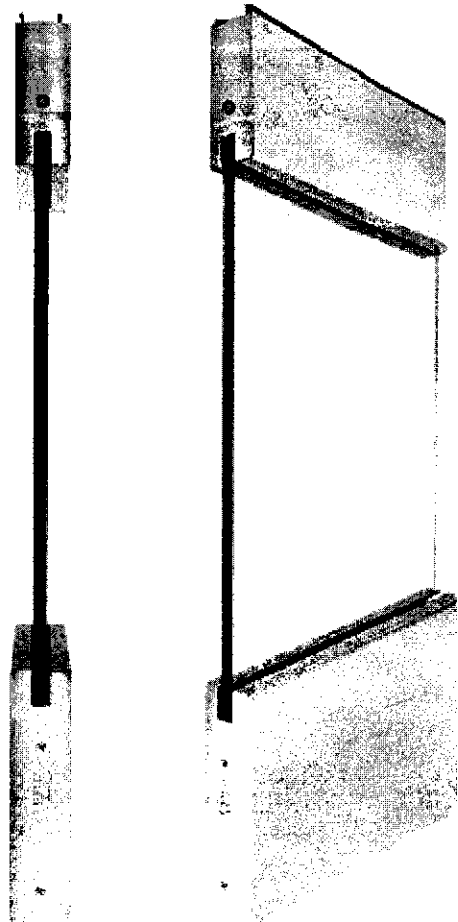


### TYPE 5 - Bi-Parting No Parking



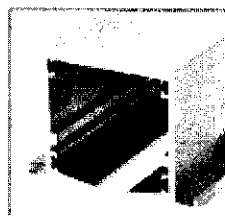
### Custom SPS Parking Configurations Available





STACKING PARTITION SYSTEM  
BY G.R. LAURENCE COMPANY

6" (152 mm)  
Square  
Top Rail



Flanged Track

10" (254 mm)  
Square  
Bottom Rail

STRETCH'S, INC.  
224 CENTRAL MAIN STREET  
CENTRAL CITY, SD 57754

PH:605-578-3907 FAX:605-578-3957

Quote

CD2600

2/16/2016

Q003071

1018-0925-RG

46-0436798

CITY OF DEADWOOD  
102 SHERMAN ST  
DEADWOOD, SD 57732

CITY OF DEADWOOD  
102 SHERMAN ST  
DEADWOOD, SD 57732

(605) 578-2600 Fax: (605) 722-0786 Alt. Ph

| Qty | Part Number | Description  | List       | Disc% | Sell       | Total      |
|-----|-------------|--|------------|-------|------------|------------|
| 1   | MISC        | BIG DOOR VISION LITES COMPLET<br>GLASS SLIDING DOOR ETC SEE TOM<br>-645-8447   | \$0.00     | 0     | \$0.00     | \$0.00     |
| 1   | MISC        | DAYS 76 MUSEUM   | \$0.00     | 0     | \$0.00     | \$0.00     |
| 1   | MISC        | SHOWROOM ENTRANCE SYSTEM WITH<br>42" MAN DOOR BRONZE METAL<br>INSTALLED        | \$6,887.00 | 0     | \$6,887.00 | \$6,887.00 |
| 1   | MISC        | INCLUDES POWER ADA CLOSER<br>(REQUIERS POWER TO CLOSER NOT<br>INCLUDED IN BID) | \$0.00     | 0     | \$0.00     | \$0.00     |

Sub Total: \$6,887.00

Tax: \$0.00

Net 30 \$6,887.00

STRETCH'S, INC.  
224 CENTRAL MAIN STREET  
CENTRAL CITY, SD 57754

PH:605-578-3907 FAX:605-578-3957

Quote

CD2600

2/16/2016

Q003086

1018-0925-RG

46-0436798

CITY OF DEADWOOD  
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DEADWOOD, SD 57732

CITY OF DEADWOOD  
102 SHERMAN ST  
DEADWOOD, SD 57732

(605) 578-2600 Fax: (605) 722-0786 Alt. Ph

| Qty | Part Number | Description   | List        | Disc% | Sell        | Total       |
|-----|-------------|---|-------------|-------|-------------|-------------|
| 1   | MISC        | 1/2 HEAVY BODY TEMPERED GLASS<br>ENTRANCE SYSTEM 3 PANEL (2 SLIDING<br>, 1 PIVOT) INSTALLED | \$21,668.16 | 0     | \$21,668.16 | \$21,668.16 |
| 1   | MISC        | INCLUDES ADA POWER CLOSURE<br>(REQUIRES POWER TO CLOSER NOT<br>INCLUDED IN BID)             | \$0.00      | 0     | \$0.00      | \$0.00      |

Sub Total: \$21,668.16

Tax: \$0.00

Net 30 \$21,668.16

STRETCH'S, INC.  
224 CENTRAL MAIN STREET  
CENTRAL CITY, SD 57754

PH:605-578-3907 FAX:605-578-3957

Quote

CD2600

2/16/2016

Q003085

1018-0925-RG

46-0436798

CITY OF DEADWOOD  
102 SHERMAN ST  
DEADWOOD, SD 57732

CITY OF DEADWOOD  
102 SHERMAN ST  
DEADWOOD, SD 57732

(605) 578-2600 Fax: (605) 722-0786 Alt. Ph

| Qty | Part Number | Description  | List       | Disc% | Sell       | Total      |
|-----|-------------|--|------------|-------|------------|------------|
| 1   | MISC        | BRONZE OVER LOW-E INSULATED<br>ENTRANCE WINDOWS UPPER<br>INSTALLED | \$1,961.44 | 0     | \$1,961.44 | \$1,961.44 |
| 1   | MISC        | LOWER WINDOW BSB SHADES<br>INSTALLED                               | \$760.00   | 0     | \$760.00   | \$760.00   |

Sub Total: \$2,721.44

Tax: \$0.00

Net 30 \$2,721.44

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



3-21-16  
10F  
Kevin Kuchenbecker  
Historic Preservation Officer  
Telephone (605) 578-2082  
Kevin@cityofdeadwood.com

## MEMORANDUM

---

**Date:** March 4, 2016  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Provide Limited Architectural Services for Days of 76 Rodeo Grounds Roof Replacement

---

The Historic Preservation Office has received a proposal from Dave Stafford Architecture to provide limited architectural services for the Days of 76 Rodeo Grounds Roof Replacement Project. Staff is requesting approval to sign the attached agreement to provide these services.

The Agreement will cover limited A/E design services for replacement of the metal roofing on the Days of 76 Grandstand roof.

- Replacement will include metal roof panels and accessories, underlayment, and miscellaneous scheduled repairs to fascia and/or wood decking.
- Field reconnaissance and investigation of existing conditions as required, consultation with city personnel to further identify locations and extent of existing deterioration, creation of bid documents including plans, elevations, details, specifications, and site investigation required for the roof project.
- Construction period services include at least two construction observations plus substantial completion and final inspections.
- This proposal includes architectural services only. There is no mechanical, electrical, structural, or civil component of the project.

The Historic Preservation Commission and reviewed the request and recommends approval of this agreement in the amount of \$7,200.

**Recommended Motion:** *Move to approve the agreement to provide limited architectural services for the Days of 76 Rodeo Grounds Grandstand Roof Replacement in the amount of \$7,200.00 to come out of the 2016 HP Professional Services budget.*



## **AN AGREEMENT TO PROVIDE LIMITED ARCHITECTURAL SERVICES**

**DATE:** February 25, 2016

**CLIENT:** Kevin Kuchenbecker  
Historic Preservation Officer  
City of Deadwood  
108 Sherman Street, Deadwood, SD 57732

**PROJECT NAME:** Replace Metal Roof - Rodeo Grounds Grandstand

**PROJECT LOCATION:** Deadwood, SD

### **SCOPE OF THE WORK**

- Provide limited A/E design services for replacement of the metal roofing on the Days of 76 Grandstand roof. Roof replacement to include metal roof panels and accessories, underlayment, and miscellaneous scheduled repairs to fascia and/or wood decking.
- Services include field reconnaissance and investigation of existing conditions as required, consultation with city personnel to further identify locations and extent of existing deterioration, creation of bid documents including plans, elevations, details, specifications, and site investigation required for the above.
- Construction period services include at least two construction observations plus substantial completion and final inspections.
- This proposal includes architectural services only. There is no mechanical, electrical, structural, or civil component of the project.

### **PROPOSAL**

Compensation for architectural services shall be a lump sum fee of \$7,200 plus mileage, and reimbursable expenses.

### **REIMBURSABLE EXPENSES**

Reimbursable expenses (e.g., postage, copying) as described in the Terms and Conditions shall be billed as a multiple of 1.0 times the cost incurred plus any applicable taxes. Additional sub consultant expenses, should they become necessary,

shall be billed as a multiple of 1.15 times the cost incurred plus any applicable taxes. Mileage shall be billed at \$0.55 per mile.

### **DELIVERABLES**

Project Deliverables include two stamped and signed final sets of construction drawings plus .pdf files of same for reproduction by the Owner and/or contractors.

### **ADDITIONAL PROVISIONS**


If Basic Services covered by this Agreement have not been completed within twelve (12) months of the date hereof, through no fault of the architect, the amounts of compensation set forth in this Agreement shall be equitably adjusted.

This Agreement and the attached Terms and Conditions constitute the entire agreement between the parties. The architect will begin services upon receipt of a signed contract.

This proposal will expire if not signed within thirty (30) days.

### **AUTHORIZED ACCEPTANCE**

by Architect

  
\_\_\_\_\_  
Signature

David B. Stafford, AIA, Architect  
Print Name and Title

February 25, 2016  
Date

by Client

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

## **Terms and Conditions**

### **An Agreement for the Provision of Limited Professional Services**

Dave Stafford Architecture (hereafter known as "DSA") shall perform the services outlined in this agreement for the stated fee arrangement.

#### **Fee**

Where the fee arrangement is to be on an hourly basis the rates shall be those scheduled above.

#### **Billings/Payments**

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and DSA may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

#### **Access To Site**

Unless otherwise stated, DSA will have access to the site for activities necessary for the performance of the services. DSA will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

#### **Hidden Conditions and Hazardous Materials**

A hazardous condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If DSA has reason to believe that such a condition may exist, DSA shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) DSA has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and DSA shall not be responsible for the existing condition nor any resulting damages to persons or property. DSA shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

**Indemnifications**

The Client shall indemnify and hold harmless DSA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except DSA) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

**Termination of Services**

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay DSA for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Ownership Documents**

All documents produced by DSA under this agreement shall remain the property of DSA and may not be used by the Client for any other endeavor without the written consent of DSA.

**Dispute Resolution**

Any claim or dispute between the Client and DSA shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of the architect.

**No Warranty**

DSA makes no warranty, either expressed or implied, as to DSA's findings, recommendations, plans, specifications or professional advice. DSA has endeavored to perform its services in accordance with generally accepted standards of practice in effect at the time of performance. The client recognizes that neither DSA nor any of DSA's consultants or subcontractors owes any fiduciary responsibility to the client.

CITY OF  
**DEADWOOD**

**PUBLIC WORKS DEPARTMENT**

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

3-21-16  
106

March 21, 2016

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

From: Ron Green

Subject: Main St Water Valves

**SUMMARY**

The water valves on our Main St. water main were installed with bolts that are not corrosion resistant. Recently we have been experiencing water leaks due to the failure of these bolts. We expect this to continue in the future and have no way of controlling when these leaks may occur. It is better to be proactive and replace the bolts with stainless steel bolts when we can control the shut downs times. We have identified an area that has four valves at the intersection of Wall and Main Streets that we feel is high priority. This area has two 12 in. valves, one 6 inch valve and one 4 inch valve that require bolts to be replaced and inspections performed.

We budgeted to do this proactive work this year and have quotes from three different contractors with the low quote being \$7,820.00.

**RECOMMENDATION**

It is my recommendation that the Commission permit the Mayor to sign a Contract with Mainline Contracting, Inc. to perform the work outlined above for the amount of \$7,820.00.

CITY OF  
**DEADWOOD**  
PUBLIC WORKS DEPARTMENT

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

The City of Deadwood is looking to partner with a Contractor to do some maintenance on our City water main valves on Main Street. The primary concern for these valves are the condition of the valve bolts. In the past, we have had, several leaks develop where the valve bolts have failed. We anticipate this problem to be an on-going issue for the City and want to get out in front of the problem by, at a minimum, replacing the valve bolts and inspecting the condition of these valves.

The first set of valves we want to work on are the four valves near the intersection of Main St. and Wall St. There are two 12" valves, a 6" valve and a 4" valve at this location. In order to perform this work we anticipate the need to shut the water supply off to several businesses in this area. This will require coordination with the City and notification to all businesses impacted. Minimizing the water outage to these businesses is of the utmost concern.

Traffic control during this project is a concern. One lane of traffic on Main St. will need to be maintained at all times, which may require flaggers to control the flow. Additionally, access to and from the City Parking Ramp from Wall St. will need to be maintained at all times as well.

The City's responsibilities for this project include the following work.

- Control of and operation of the water valves to isolate the area to be worked on
- Removal of the brick street pavers
- Cutting of the underlying concrete pavement
- Inspection of the valves and determining the work required on the valves (Water Superintendent)
- Supplying replacement bolts and O rings for the valves
- Replacing the brick street pavers.

The Contractor's responsibilities for this project include the following work:

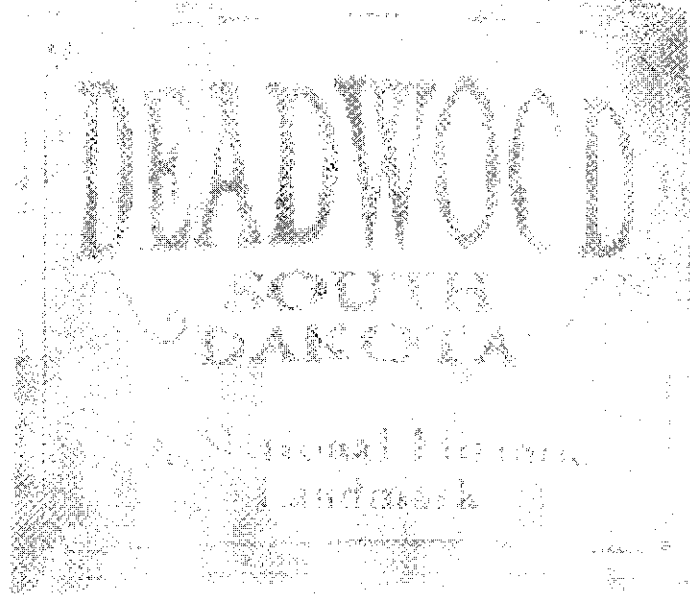
- Removal and disposal of the existing concrete paving
- Excavation of the valves and temporary removal of the valve boxes
- Replacing valve bonnet bolts, valve body bolts and valve pipe connection bolts as determined by the City Water Superintendent.
- Re-installation of the valve boxes and adjustment to final grade
- Installation of back-fill under "The City of Rapid City Specifications"- including the possibility of replacing existing fill material with imported acceptable fill material. (Water Superintendent to determine)
- Placement of 6" thick concrete to subgrade depth to allow City crews to install bricks to final grade. The new concrete is to be doweled into existing concrete with 5/8" smooth dowel pins 10" long with 5" imbed and 24" on center.

CITY OF  
**DEADWOOD**

**PUBLIC WORKS DEPARTMENT**

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

The City is looking for quotes from Contractors to perform the work, described above, at the intersection of Main St. and Wall St. The Contractor shall include in this quote unit pricing for disposal of 10 cu/yds of unsuitable fill material and 10 cu/yds of imported approved fill material. Actual quantities are unknown at this time.



# Mainline Contracting Inc.

PO Box 3448  
Rapid City, SD 57709

Phone: (605) 348-7068  
Fax: (605) 348-8456

|  |                            |
|--|----------------------------|
| <b>To:</b> City Of Deadwood                              | <b>Contact:</b> Ron Green  |
| <b>Address:</b> 62 1/2 Dunlap St<br>Rapid City, SD 57732 | <b>Phone:</b> 605-578-3082 |
|  | <b>Fax:</b> 605-578-3101   |
| <b>Project Name:</b> Deadwood Main St Valve Excavation   | <b>Bid Number:</b>         |
| <b>Project Location:</b> Deadwood, SD                    | <b>Bid Date:</b>           |

| Item # | Item Description                | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|---------------------------------|--------------------|------|------------|-------------|
| 1      | Mobilization                    | 1.00               | LS   | \$500.00   | \$500.00    |
| 2      | Remove PCC Panel                | 11.00              | SY   | \$65.00    | \$715.00    |
| 3      | Excavate Valves & Replace Bolts | 1.00               | LS   | \$4,400.00 | \$4,400.00  |
| 4      | Aggregate Base Course           | 5.00               | TON  | \$50.00    | \$250.00    |
| 5      | PCC Panel Replacement, 8"       | 11.00              | SY   | \$155.00   | \$1,705.00  |
| 6      | Imported Backfill Material      | 10.00              | CY   | \$25.00    | \$250.00    |

**Total Bid Price: \$7,820.00**

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Mainline Contracting Inc.**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** \_\_\_\_\_

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND**  
**MAINLINE CONTRACTING, INC.**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation of 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and MAINLINE CONTRACTING, INC., of P.O. Box 3448, Rapid City, SD 57709, South Dakota, hereinafter referred to as "MAINLINE;"

**WHEREAS**, MAINLINE; has agreed to perform maintenance on the CITY's water main valves on Main Street, for a total sum not to exceed Seven Thousand Eight Hundred Twenty and no/100s Dollars (\$7,820.00), plus applicable tax, and

**WHEREAS**, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which MAINLINE shall perform the maintenance of water main valves on Main Street; and

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. MAINLINE shall perform maintenance on four (4) valves, consisting of two 12" valves, a 6" valve and a 4" valve, near the intersection of Main Street and Wall Street, Deadwood, South Dakota;
3. CITY shall control and operate the water valves to isolate the affected area;
4. MAINLINE shall coordinate with CITY regarding shutting the water off in the impacted area and notification of the businesses affected by the shut-off;
5. MAINLINE shall coordinate with CITY regarding traffic control during the project, ensuring safety at all times and allowing access to city parking ramp from Wall Street at all times;

6. CITY shall remove brick street pavers;
7. CITY shall cut underlying concrete pavement;
8. MAINLINE shall remove and dispose of the existing concrete paving;
9. MAINLINE shall excavate valves and temporarily remove valve boxes;
10. CITY shall inspect valves and determine work required;
11. MAINLINE shall replace valve bonnet bolts, valve body bolts and valve pipe connection bolts as determined by the City Water Superintendent;
12. CITY shall supply replacement bolts and O-rings for the valves;
13. MAINLINE shall reinstall back-fill material pursuant to the "City of Rapid City Specifications", including replacing existing fill material with imported acceptable fill material as determined by the City Water Superintendent;
14. MAINLINE shall place 6" thick concrete to subgrade depth to allow city crews to install bricks to final grade. MAINLINE shall dowel the new concrete into existing concrete with 5/8" smooth dowel pins 10" long with 5" imbedded and 24" on center;
15. CITY shall replace brick street pavers
16. MAINLINE shall perform these services with reasonable diligence and expediency consistent with sound professional practices.
17. All work will be subject to a final inspection by the City Water Superintendent before acceptance;
18. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
19. MAINLINE 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;
20. MAINLINE 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 MAINLINE in connection with this agreement or services performed

or materials provided pursuant to this contract;

21. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to MAINLINE;
22. MAINLINE shall be paid in an amount not to exceed Seven Thousand Eight Hundred Twenty and no/100s Dollars (\$7,820.00), plus applicable tax, for work completed unless change orders are agreed upon in writing by both parties;
23. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied

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

# CITY OF DEADWOOD

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

ATTEST:

Mary Jo Nelson  
City Finance Officer

MAINLINE CONTRACTING, INC.

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

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

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

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

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

(SEAL)

Notary Public  
My Commission Expires:

3-21-16  
10 H

**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.



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.

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**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.