

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA  
5:00 p.m. March 7, 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 FEBRUARY 16, 2016 AND SPECIAL MEETING FEBRUARY 24, 2016**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**
  - A. Letter of appreciation to John Tridle and Deadwood Rec Center staff from Bruce and Mary Ann Oberlander and all "Silver and Fit" program enrollees
  - B. Parking and Transportation Committee recommendation on operation of Pastport program for 2016
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. Sign Resolution 2016-07 to participate in 2016 Bridge Reinspection Program
  - 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 (entire document on file in Finance Office)

- 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 \$20.00 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. (entire document on file in Finance Office)
- 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 annual maintenance and license fee (budgeted)
- R. Permission to increase wage of Rec Center employee Norma Cooper from \$9.69 hr. to \$9.82 hr. effective February 28, 2016 after 4 years of service, and increase wage of Trolley Driver Dave Semingson from \$10.76 hr. to \$11.83 hr. effective March 4, 2016 after two years of service
- S. Permission to hire Heather Monson for full time patrol officer effective March 8, 2016 at \$19.53 an hour
- T. Permission to advertise for full time ordinance officer in house for five days and in official newspaper if 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)

**7. BID ITEMS**

- A. 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
- B. 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

**8. PUBLIC HEARINGS**

- A. Hold public hearing for St. Patrick's Day Events: open container in zones 1 and 2 for event on March 18 and 19, street closure and waiver of banner fees for Deadwood Chamber on March 19.
- B. Hold public hearing for Forks Corks Kegs Event: open container in zones 1 and 2 for event on April 8 and 9.
- C. Set public hearing at 5:00 p.m. on March 21 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.

- D. Set public hearing at 5:00 p.m. on March 21 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
- E. Set public hearing at 5:00 p.m. on March 21 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. 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.
- B. Accept quote from Dakota Tree for mountain pine beetle spraying at Mt. Moriah and St. Ambrose cemeteries. Total cost \$ \$10,668.00. Request permission for Mayor to sign contract.
- C. Purchase chains for loader from Pewag Inc. at cost not to exceed \$12,000.00.

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

*No action can be taken*

- A. Information update on amount of convenience fee charged by vendor for credit card payment option.

**12. EXECUTIVE SESSION**

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

**ADJOURNMENT**

## REGULAR MEETING, February 16, 2016

The Regular Session of the Deadwood City Commission convened on February 16, 2016 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Turbiville called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins and Commissioners David Ruth Jr., Mark Speirs, Gary Todd. Commissioner Jim Van Den Eykel was absent. All motions passed unanimously unless otherwise stated.

### APPROVAL OF MINUTES

Ruth moved, Speirs seconded to approve the minutes of February 1, 2016. Roll Call: Aye-All. Motion carried.

### APPROVAL OF DISBURSEMENTS

Todd moved, Ruth seconded to approve the February 16, 2016 disbursements. Roll Call: Aye-All. Motion carried.

|                            |               |            |
|----------------------------|---------------|------------|
| ABC BUSINESS               | SUPPLIES      | 148.69     |
| ADAMS SALVAGE              | SERVICE       | 2,400.00   |
| AINSWORTH-BENNING          | PROJECT       | 164,038.00 |
| ALBERTSON ENGINEERING      | PROJECT       | 8,131.95   |
| ALL AROUND AUTO            | SUPPLIES      | 76.45      |
| AMAZON                     | SERVICE       | 229.25     |
| AMPAC                      | BAGS          | 475.80     |
| ASSOCIATED SUPPLY          | FAN           | 649.20     |
| AUGUSTANA COLLEGE          | CONTRIBUTION  | 1,000.00   |
| AVI SYSTEMS                | REPAIR        | 129.00     |
| B.S. REMODELING            | PROJECT       | 1,816.68   |
| BARRY'S ELECTRIC           | SERVICE       | 3,877.56   |
| BERENDSE & SONS            | PROJECT       | 11,082.00  |
| BICKLE TRUCK               | SUPPLIES      | 168.00     |
| BH CHEMICAL                | SUPPLIES      | 1,316.77   |
| BH COUNCIL                 | ALLOTMENT     | 1,565.00   |
| BH PIONEER                 | ADS           | 523.24     |
| BH URGENT CARE             | TESTING       | 90.00      |
| BH WINDOW CLEANING         | CLEANING      | 869.00     |
| BODY CAMS BY RETIRED COPS  | CAMERAS       | 21,336.00  |
| BRANDON INDUSTRIES         | SIGNS         | 1,808.00   |
| BUTLER MACHINERY           | DRIVER        | 24.88      |
| COCA COLA                  | SUPPLIES      | 398.10     |
| CULLIGAN                   | SUPPLIES      | 84.00      |
| DAVE STAFFORD              | PROJECT       | 425.00     |
| DEADWOOD CHAMBER           | BILL LIST     | 17,403.40  |
| DEADWOOD ELECTRIC          | SERVICE       | 664.36     |
| DVFD                       | REIMBURSEMENT | 25.00      |
| DRIVERS LICENSE GUIDE      | GUIDE         | 100.75     |
| EDDIE'S TRUCK CENTER       | REPAIR        | 1,387.27   |
| FARMER BROTHERS            | SUPPLIES      | 76.55      |
| FASTENAL                   | SUPPLIES      | 90.82      |
| GALLS                      | UNIFORMS      | 294.97     |
| GARDNER CONSTRUCTION       | OVERPAYMENT   | 250.00     |
| GLOBAL EQUIPMENT           | SERVICE       | 427.16     |
| GOLDEN WEST                | SERVICE       | 1,198.15   |
| GRIMM'S PUMP               | RREPAIR       | 1,206.16   |
| INTEGRATED PARKING         | MAINTENANCE   | 592.00     |
| INTERNATIONAL CODE COUNCIL | BOOKS         | 71.00      |
| JACOBS WELDING             | SERVICE       | 94.15      |
| KDSJ                       | ADS           | 160.00     |
| KONE                       | MAINENANCE    | 280.14     |
| LEAD-DEADWOOD SANITARY     | USAGE         | 25,260.18  |
| M&M SANITATION             | RENTAL        | 220.00     |
| MACROVISION                | SERVICE       | 200.00     |
| MERTENS, KENNETH           | REIMBURSEMENT | 321.76     |
| METERING & TECHNOLOGY      | BATTERY       | 356.76     |
| MIDCONTINENT               | SERVICE       | 65.00      |
| MS MAIL                    | SERVICE       | 1,434.89   |
| MUTUAL OF OMAHA            | INSURANCE     | 234.26     |
| NATIONAL RECREATION        | SUBSCRIPTION  | 36.00      |
| NEIGHBORHOOD LENDING       | REIMBURSEMENT | 3,642.57   |
| NETWORK SERVICES           | SUPPLIES      | 157.56     |
| NEVE'S                     | UNIFORMS      | 249.35     |
| NORTHERN HILLS ALLIANCE    | ALLOCATION    | 5,000.00   |
| NORTHWEST PIPE FITTINGS    | SUPPLIES      | 1,276.34   |
| OFTEDAL CONSTRUCTION       | PROJECT       | 17,772.63  |
| PASSPORT PARKING           | METERS        | 33.25      |
| PONTIUS, JERRY             | REIMBURSEMENT | 39.10      |
| PRESERVATION ACTION        | MEMBERSHIP    | 100.00     |
| QUILL                      | SUPPLIES      | 184.85     |
| RAMKOTA HOTEL              | CONFERENCE    | 967.92     |
| RAPID DELIVERY             | DELIVERY      | 50.62      |
| REGIONAL HEALTH            | TESTING       | 25.00      |
| RENNER, DONOVAN            | REIMBURSEMENT | 254.71     |
| RYAN, BRANDY               | REIMBUREEMENT | 60.28      |
| SD ASSN. OF CODE ENFORCEME | CONFERENCE    | 50.00      |
| SD COMMISSION ON GAMING    | CITY SLOTS    | 27,443.18  |
| SD DEPT. OF CORRECTIONS    | FIREWISE      | 6,526.23   |
| SD DEPT. OF REVENUE        | LICENSE       | 75.00      |
| SD ONE CALL                | SERVICE       | 42.56      |
| SD PLANNERS ASSOCIATION    | MEMBERSHIP    | 100.00     |
| SD PUBLIC HEALTH LAB       | TESTING       | 15.00      |
| SHOENER MACHINE            | DIE           | 78.50      |
| SIOUXLAND HERITAGE MUSEUMS | SERVICE       | 106.80     |

## REGULAR MEETING, February 16, 2016

|                            |                |               |
|----------------------------|----------------|---------------|
| SOUTHSIDE OIL              | GAS AND DIESEL | 10,429.41     |
| SOUTHSIDE SERVICE          | SERVICE        | 547.43        |
| STEVEN SCHUYLER BOOKSELLER | BOOKS          | 120.00        |
| STREICHER'S                | SUPPLIES       | 270.92        |
| STURDEVANT'S               | SUPPLIES       | 644.25        |
| SUMMIT SIGNS               | SIGNS          | 672.50        |
| TALLGRASS                  | PROJECT        | 3,600.00      |
| TOMS, DON                  | PROJECT        | 1,024.40      |
| TURBIVILLE, CHARLES        | REIMBURSEMENT  | 289.44        |
| TWILIGHT                   | SUPPLIES       | 315.31        |
| UMENTHUM, KEITH            | PROJECT        | 183.60        |
| USA BLUEBOOK               | DISPENSER      | 189.72        |
| VARIDESK LLC               | DESK           | 555.00        |
| VAST                       | SERVICE        | 1,556.09      |
| VECCHI, GREG               | GRANT          | 800.00        |
| WASTE CONNECTIONS          | SERVICE        | 8,164.54      |
| WESTERN COMMUNICATIONS     | REPAIR         | 135.25        |
| WHEELER LUMBER             | SUPPLIES       | 7,496.70      |
| WHITE'S CANYON             | HOSE           | 121.73        |
| TOTAL                      |                | \$ 376,481.04 |

## ITEMS FROM CITIZENS ON AGENDA

### Years of Service

Asst. Fire Chief Glover presented a certificate to Jason Rakow for 5 years of service as a volunteer firefighter. Commission thanked him for his years of service. Commissioner Todd thanked him for involving his children in the department as well.

### CONSENT

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

- A. Permission for Mayor to sign contract with Cable Communications Services Inc. at cost of \$22,857.18 for trenching, placement of conduit, removal and replacement of asphalt for seven addresses at Pluma Hill in conjunction with Highway 85/385 project. (Approved November 15, 2015, unbudgeted).
- B. Permission to purchase 3000 gallons of diesel fuel from South Side at \$1.23 per gallon and 5000 gallons of gasoline from South Side at \$1.50 per gallon.
- C. Continue software support for File Director Document Management System in the amount of \$6,074.54 and pay from Finance and Historic Preservation Funds, budgeted.
- D. Permission for Rob Lester and Kip Mau to attend Alice training in Sioux Falls beginning June 2. Registration fee \$595.00 each plus lodging, meals and use of vehicle with 50% cost share provided by Lead-Deadwood School District.
- E. Permission for Finance Office to pay the following budgeted non-profit allocations: Teen Court for \$8,500.00: \$4,500 from Bed and Booze and \$4,000.00 from Police, Northern Hills Area CASA \$5,000.00, Good Shepherd Clinic \$1,000.00, Deadwood Business Club \$12,000.00.
- F. Permission for Mayor to sign contract with Rangel Construction at cost not to exceed \$48,400.00 to make repairs on grandstand (approved on February 1, 2016).
- G. Permission for Mayor to sign contract with Deadwood Alive for street reenactments at cost of \$103,000.00 (approved on January 19, 2016).
- H. Permission for Mayor to sign contract with Albertson Engineering at cost not to exceed \$45,000.00 for retaining wall design (budgeted-Historic Preservation).
- I. Approve quote for additional cost of the full set of jars and pumps for Soda Fountain Restoration at cost of \$3,647.75.
- J. Contract with Arcadia Publishing to develop book on Mt. Moriah Cemetery at no cost to city other than staff time.

### BID ITEMS

Ruth moved, Todd seconded to set bid opening at 2:00 p.m. on March 15, 2016 for remodeling of landscaping around five entrance signs to city. Results presented to City Commission on March 21, 2016. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to set bid opening at 2:00 p.m. on March 15, 2016 for Powerhouse Park Improvements. Results presented to City Commission at 5:00 p.m. on March 21, 2016. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, February 16, 2016

### PUBLIC HEARINGS

Public hearing was opened at 5:03 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Speirs moved, Todd seconded to approve the Retail (on-off sale) Malt Beverage License (RB-21255) transfer from Pandora's Box to Dakota Gunslingers at 669 Main Street. Roll Call: Aye-All. Motion carried.

Public Hearing was opened at 5:04 p.m. by Mayor Turbiville. There being no public comment, hearing closed. Ruth moved, Todd seconded to approve street closure on Main Street from Four Aces to Masonic Temple on Saturday, May 7, 2016 from 9:30 a.m. to 11:00 a.m. or until the parade ends for NAJA Shriners Parade. Roll Call: Aye-All. Motion carried.

Public Hearing was opened at 5:05 p.m. by Mayor Turbiville. Jeff Schroeder was present to answer any questions. Discussion was held concerning vending, hearing closed. Todd moved, Speirs seconded to waive user and vending fees for Event Complex for the NAJA Shrine Circus event on July 9, 2016. Roll Call: Aye-All. Motion carried.

#### Set

Ruth moved, Speirs seconded to set public hearing on March 7 for St. Patrick's Day Events: open container in zones 1 and 2 on March 18 and 19, street closure and waiver of banner fees for Deadwood Chamber on March 19. Roll Call: Aye-All. Motion carried.

Todd moved, Speirs seconded to set public hearing on March 7 for Forks Corks Kegs Event: open container in zones 1 and 2 on April 8 and 9. Roll Call: Aye-All. Motion carried.

### 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.

#### Agreements

Speirs moved, Ruth seconded to allow the Mayor to sign Armada Coffee Business Agreement to become supplier for Event Center. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to allow the Mayor to sign Coca-Cola Bottling Company Agreement to become supplier for Event Center. Roll Call: Aye-All. Motion carried.

#### Petitions

Mayor Turbiville stated a petition was accepted and declared valid by Finance Office on February 11, 2016. Finance Officer requests that Commission set election date on April 12, 2016. Petition states in part: Any printed material or communication made, purchased, paid for, or authorized by an individual, group, candidate, political committee, or political party which expressly advocates for or against a candidate, public office holder, ballot question, or political party shall prominently display or clearly speak the statement "Paid for by (Name of individual, group, candidate, political committee, or political party)." If communication is paid for by a group, committee or party then a representative must also be named in the statement. Commissioner Todd asked if this is similar to first class municipalities. Attorney Riggins stated he has not compared but seems similar to what the standard language would be. Todd moved, Ruth seconded to accept the petition and set election for April 12, 2016. Roll Call: Aye-All. Motion carried.

Mayor Turbiville stated a petition was accepted and declared valid by Finance Office on February 12, 2016. Finance Officer requests that Commission set election date on April 12, 2016. Petition states: An initiated measure to adopt Resolution 2015-17, a petition to annex real property as presented at the Deadwood City Commission on November 15, 2015. Commissioner Speirs asked how this petition would be presented on the ballot. Attorney Riggins stated the measure title itself is taken from petition and the city attorney would then prepare ballot explanation language. Todd moved, Ruth seconded to accept the petition and set election for April 12, 2016. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, February 16, 2016

### Contract

Speirs moved, Ruth seconded to allow Finance Office to contract with PACE and accept credit card payments online via city website and in Finance Office at no charge to city. Convenience fee will be passed on to user. Discussion was held concerning convenience fee. Roll Call: Aye-All. Motion carried.

### Purchase

Speirs moved, Todd seconded to purchase tractor from RDO Equipment for Parks Department at cost of \$16,985.62, budgeted item. Roll Call: Aye-All. Motion carried.

### Quote

Discussion was held concerning quote from Black Hills Asphalt to seal coat History Center and Miller Street parking lots in the amount of \$15,538.80, unbudgeted item. Police Chief Fuller stated Parking and Transportation Committee is trying to get city's seven parking lots on a maintenance rotation, adding valuable life to the lots. Todd moved, Ruth seconded to approve the quote from Black Hills Asphalt. Roll Call: Aye-All. Motion carried.

### RFP

Todd moved, Speirs seconded to solicit Request for Proposals from companies and interested individuals interested in acquiring naming rights to the Lower Main Street Welcome Center. Proposals due back by 5:00 p.m. September 1, 2016. Police Chief Fuller stated the city has the right to reject all proposals, and would like to get exposure for proposed rights regionally and on a national level as well. He also stated the interested party and city would have to agree on the signage. Roll Call: Aye-All. Motion carried.

## INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mayor Turbiville stated the Finance Office will draw names for election ballot placement at 8:30 a.m. on February 29, 2016. Petitions are due in Finance Office by 5:00 p.m. February 26, 2016.

Residents Georgeann Silvernail and Willie Steinlicht thanked the Streets Department on the snow removal during the weekend.

Mike Rodman thanked the commission for the action taken last week on support of the Revitalization Committee, and mentioned other action items that have been addressed by the Commission.

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

Mayor Turbiville read a thank you note from Boys and Girls Club regarding recent donation of surplus lockers.

## ADJOURMENT

Speirs moved, Ruth seconded to adjourn the regular session at 5:22 p.m. and convene into Executive Session for personnel matter per SDCL 1-25-2 (1) with possible action. The next regular meeting will be on Monday March 7, 2016.

After coming out of executive session at 5:23 p.m., Speirs moved, Ruth seconded to accept resignation of Brandy Ryan effective immediately and advertise in house for vacant position for five days beginning February 17, 2016. Todd moved, Ruth seconded to adjourn.

ATTEST:

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

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

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

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

**SPECIAL MEETING, February 24, 2016**

A Special Session of the Deadwood City Commission convened on February 24, 2016 at 8:00 a.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 Ron Green, Mary Jo Nelson and Commissioners Mark Speirs and Gary Todd. Commissioners David Ruth Jr. and Jim Van Den Eykel were absent.

**NEW BUSINESS**

**Hire**

Speirs moved, Todd seconded to hire Connor Aldridge as lifeguard effective February 25, 2016 at \$9.44 an hour pending pre-employment screening. Discussion was held concerning wages and being competitive with surrounding communities. Roll Call: Aye-All. Motion carried.

**ADJOURMENT**

Todd moved, Speirs seconded to adjourn the regular session at 8:02 p.m. The next regular meeting will be on Monday March 7, 2016.

ATTEST:

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

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

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

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



PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR  | NAME                    | ITEM #       | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT   |
|---------|-------------------------|--------------|------------------|--|--------|----------|
| 01-3309 | THE LORD'S CUPBOARD     |              |                  |  |        |          |
|         |                         | I-022316     | 101-3000-699     | MISC REVENUE R & N RECYCLING                 | 000000 | 48.00    |
|         |                         |              |                  | DEPARTMENT NON-DEPARTMENTAL                  | TOTAL: | 48.00    |
| 01-0155 | DOOLITTLE, JAMES        |              |                  |  |        |          |
|         |                         | I-030216     | 101-4111-422     | PROFESSIONAL NEGOTIATION SESSIONS            | 000000 | 800.00   |
| 01-0361 | SD PUBLIC ASSURANCE ALL |              |                  |  |        |          |
|         |                         | I-22380      | 101-4111-421     | INSURANCE ADD'L COVERAGE                     | 000000 | 54.00    |
| 01-0367 | CLEMENT COMMUNICATIONS  |              |                  |  |        |          |
|         |                         | I-9330226596 | 101-4111-426     | SUPPLIES SAFETY POSTERS                      | 000000 | 176.41   |
| 01-0413 | DEADWOOD SOCIAL CLUB    |              |                  |  |        |          |
|         |                         | I-022516     | 101-4111-427     | TRAVEL MAYOR'S LUNCHEON                      | 000000 | 502.68   |
| 01-1333 | DEADWOOD ELECTRIC       |              |                  |  |        |          |
|         |                         | I-21268      | 101-4111-422     | PROFESSIONAL NEW PED CROSSING/SAFETY, STRTS  | 000000 | 1,400.00 |
| 01-3963 | EMERGENCY COMMUNICATION |              |                  |  |        |          |
|         |                         | I-ECN-022328 | 101-4111-422     | PROFESSIONAL SERVICE PLAN - 1 YR - CODE RED  | 000000 | 214.28   |
|         |                         |              |                  | DEPARTMENT 111 COMMISSION                    | TOTAL: | 3,147.37 |
| 01-2394 | GUNDERSON, PALMER, NELS |              |                  |  |        |          |
|         |                         | I-65860      | 101-4141-422     | PROFESSIONAL LEGAL SERVICES                  | 000000 | 2,162.86 |
|         |                         |              |                  | DEPARTMENT 141 ATTORNEY                      | TOTAL: | 2,162.86 |
| 01-0125 | CNA SURETY              |              |                  |  |        |          |
|         |                         | I-16095271N  | 101-4142-422     | PROFESSIONAL NOTARY BOND RENEWAL - RM        | 000000 | 50.00    |
| 01-0433 | WELLMARK BLUE CROSS BLU |              |                  |  |        |          |
|         |                         | I-030116     | 101-4142-415     | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 2,400.09 |
| 01-0464 | TYLER TECHNOLOGIES, INC |              |                  |  |        |          |
|         |                         | I-025-147598 | 101-4142-422     | PROFESSIONAL MAINT LIC, PROJECTS/FINANCE     | 000000 | 361.20   |
| 01-0800 | MORRISON, RONDA         |              |                  |  |        |          |
|         |                         | I-030116     | 101-4142-427     | TRAVEL MILEAGE, MEALS- TRAINING/RM           | 000000 | 434.68   |
| 01-0966 | PETTY CASH-FINANCE OFFI |              |                  |  |        |          |
|         |                         | I-030216     | 101-4142-426     | SUPPLIES REIMBS. PETTY CASH - POSTAGE        | 000000 | 29.99    |
| 01-1171 | A & B BUSINESS SOLUTION |              |                  |  |        |          |

PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 142 FINANCE

BANK: FNEAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                 | NAME                    | ITEM #               | G/L ACCOUNT NAME | DESCRIPTION                                 | CHECK# | AMOUNT   |
|------------------------|-------------------------|----------------------|------------------|---|--------|----------|
| 01-1171                | A & B BUSINESS SOLUTION | continued            |                  |   |        |          |
|                        |                         | I-IN260748           | 101-4142-422     | PROFESSIONAL COPIER CONTRACT - FINANCE      | 000000 | 98.34    |
| 01-1292                | ACTIVE DATA SYSTEMS, IN |                      |                  |   |        |          |
|                        |                         | I-2-16231            | 101-4142-422     | PROFESSIONAL FILE DIRECTOR SUPPORT          | 000000 | 2,247.54 |
| 01-1725                | QUILL CORPORATION       |                      |                  |   |        |          |
|                        |                         | I-2982531            | 101-4142-426     | SUPPLIES SUPPLIES                           | 000000 | 68.91    |
|                        |                         | I-3419896            | 101-4142-426     | SUPPLIES SUPPLIES                           | 000000 | 10.10    |
| 01-1808                | NELSON, MARY JO         |                      |                  |   |        |          |
|                        |                         | I-022416             | 101-4142-427     | TRAVEL MILEAGE REIMBST-SEMINAR IN RC        | 000000 | 33.60    |
| 01-2396                | AMERICAN LEGAL PUBLISHI |                      |                  |   |        |          |
|                        |                         | I-0108674            | 101-4142-422     | PROFESSIONAL SD CODE OF ORDINANCES-SUPPL.PG | 000000 | 1,300.96 |
|                        |                         | I-0108782            | 101-4142-422     | PROFESSIONAL SD CODE OF ORDINANCES-FOLIO SU | 000000 | 132.80   |
| 01-2511                | BEST WESTERN RAMKOTA IN |                      |                  |   |        |          |
|                        |                         | I-174465             | 101-4142-427     | TRAVEL LODGING-INCODE TRAINING/RM           | 000000 | 228.00   |
| 01-3079                | PEPPMEIER, JANICE       |                      |                  |   |        |          |
|                        |                         | I-021716             | 101-4142-415     | GROUP INSURAN REIMBURSEMENT                 | 000000 | 556.61   |
| 01-3135                | A TO Z SHREDDING, INC.  |                      |                  |   |        |          |
|                        |                         | I-022916             | 101-4142-422     | PROFESSIONAL SHREDDING                      | 000000 | 23.10    |
| 01-3877                | MUTUAL OF OMAHA         |                      |                  |   |        |          |
|                        |                         | I-000490331263       | 101-4142-415     | GROUP INSURAN LIFE INSURANCE                | 000000 | 16.46    |
| 01-3963                | EMERGENCY COMMUNICATION |                      |                  |   |        |          |
|                        |                         | I-ECN-022328         | 101-4142-422     | PROFESSIONAL SERVICE PLAN - 1 YR - CODE RED | 000000 | 214.28   |
| DEPARTMENT 142 FINANCE |                         |                      |                  |   | TOTAL: | 8,206.86 |
| 01-0360                | ABC BUSINESS SUPPLY     |                      |                  |   |        |          |
|                        |                         | I-10028              | 101-4192-425-13  | REPAIRS - REC (3) MH50 MED-(6) 42W SYLV/REC | 000000 | 122.19   |
| 01-0429                | BLACK HILLS POWER & LIG |                      |                  |   |        |          |
|                        |                         | I-02-24-16 POWERBILL | 101-4192-428     | UTILITIES WELCOME SIGN UPPER MAIN           | 000000 | 40.43    |
|                        |                         | I-02-24-16 POWERBILL | 101-4192-428     | UTILITIES WELCOME SIGN BOULDER CANYON       | 000000 | 41.39    |
|                        |                         | I-02-24-16 POWERBILL | 101-4192-428     | UTILITIES WELCOME SIGN HWY 385 & CLIFF      | 000000 | 44.23    |
|                        |                         | I-02-24-16 POWERBILL | 101-4192-428     | UTILITIES 1 MILLER STREET                   | 000000 | 17.33    |
|                        |                         | I-02-24-16 POWERBILL | 101-4192-428     | UTILITIES WELCOME SIGN DWD HILL             | 000000 | 42.21    |
|                        |                         | I-02-24-16 POWERBILL | 101-4192-428     | UTILITIES SAMPSON STREET PUMP               | 000000 | 21.62    |
|                        |                         | I-02-24-16 POWERBILL | 101-4192-428     | UTILITIES PRESS REG STATION 13 CRESCENT     | 000000 | 195.39   |
|                        |                         | I-02-24-16 POWERBILL | 101-4192-428     | UTILITIES GAYVILLE PUMP 170 BLACKTAIL       | 000000 | 12.00    |
|                        |                         | I-02-24-16 POWERBILL | 101-4192-428     | UTILITIES TRAFFIC LIGHTS 1 MCKINLEY STRT    | 000000 | 65.57    |
|                        |                         | I-02-24-16 POWERBILL | 101-4192-428     | UTILITIES WELL HOUSE OAKRIDGE CEMETERY      | 000000 | 160.96   |

PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR  | NAME                    | ITEM #     | G/L ACCOUNT NAME          | DESCRIPTION                                  | CHECK# | AMOUNT   |
|---------|-------------------------|------------|---------------------------|--|--------|----------|
| 01-0429 | BLACK HILLS POWER & LIG | continued  |                           |  |        |          |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-13 | UTILITIES - R REC CENTER 105 SHERMAN STREET  | 000000 | 6,586.02 |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-07 | UTILITIES - F FIRE HALL 737 MAIN STREET      | 000000 | 627.11   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-07 | UTILITIES - F FIRE HALL 737 MAIN STREET      | 000000 | 10.87    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES 62 1/2 DUNLOP AVENUE               | 000000 | 10.87    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES DUNLOP STREET PRV                  | 000000 | 163.58   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES SHERMAN-FINE ST TRAFFIC SIGNA      | 000000 | 50.16    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-03 | UTILITIES - B BALLFIELD 15 CRESCENT STREET   | 000000 | 163.79   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES TRAFFIC SIGNAL LTS 701 HWY 14      | 000000 | 205.58   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES SPEED SIGN 101 CHARLES STREET      | 000000 | 14.60    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES PUMP 119 DENVER AVENUE             | 000000 | 874.83   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES TRAFFIC LIGHTS 4 LANE 23 DWD S     | 000000 | 159.44   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-05 | UTILITIES - C 110 TIMMS LANE                 | 000000 | 51.76    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-10 | UTILITIES - L DEADWOOD LIBRARY 435 WILLIAMS  | 000000 | 635.92   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES TRAFFIC LIGHTS 105 1/2 SHERMAN     | 000000 | 83.92    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES 102 WATER TANK LANE                | 000000 | 12.00    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-15 | UTILITIES - T TROLLEY BARN 60 DUNLOP AVENUE  | 000000 | 339.70   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES WILD BILL STATUE 53 SHERMAN ST     | 000000 | 12.00    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES PLUMA HEAT TAPE 500 CLIFF ST       | 000000 | 79.66    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-06 | UTILITIES - D RODEO GROUNDS 15 CRESCENT      | 000000 | 412.45   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES 65 SHERMAN STREET                  | 000000 | 4,622.19 |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-01 | UTILITES - AD ADAMS HOUSE 22 VAN BUREN ST    | 000000 | 125.03   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-07 | UTILITIES - F FIRE DEPT SIREN 398 MCGOVERN   | 000000 | 14.60    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-03 | UTILITIES - B CONCESSION STAND 16 CRESCENT   | 000000 | 12.00    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES PRV DUNBAR WATER TANK              | 000000 | 12.00    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES PRV 180 CLIFF STREET               | 000000 | 123.16   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-04 | UTILITIES - C 108 SHERMAN STREET             | 000000 | 91.89    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-04 | UTILITIES - C 108 SHERMAN STREET             | 000000 | 2,405.92 |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-02 | UTILITIES - A ADAMS MUSEUM 50 SHERMAN STREET | 000000 | 954.94   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES METHODIST MEMORIAL PARK            | 000000 | 28.09    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES CUTTING MINE 30 DWD GULCH          | 000000 | 17.80    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES 101 MICKELSON TRAIL                | 000000 | 503.51   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES PUMPHOUSE 34 MT MORIAH DR          | 000000 | 12.00    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES TX BOOTH/BATHROOM 10 MT MORIAH     | 000000 | 75.68    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES PRV STATION 4 DAKOTA STREET        | 000000 | 185.42   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-01 | UTILITES - AD ADAMS HOUSE 22 VAN BUREN ST    | 000000 | 408.73   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-06 | UTILITES - HI INTRPRETIVE CENTER 3 SIEVER    | 000000 | 1,071.47 |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES MR MORIAH VISIT CENTER 1 MT MR     | 000000 | 316.11   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES 5 SIEVER STREET                    | 000000 | 601.95   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-11 | UTILITIES - P PARK SHOP 15 CRESCENT          | 000000 | 279.77   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-06 | UTILITIES - D RODEO 15 CRESCENT STREET       | 000000 | 1,397.17 |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES REDWOOD TANK 398 MCGOVERN HILL     | 000000 | 22.08    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES PUMP 50 PLEASANT STREET            | 000000 | 46.48    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-18 | UTILITIES - F FOOTBALL FIELD 15 CRESCENT ST  | 000000 | 518.08   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-12 | UTILITIES - P DWD PAVILION 767 MAIN STREET   | 000000 | 897.91   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428-12 | UTILITIES - P DWD PAVILION 767 MAIN STREET   | 000000 | 10.87    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES TRAFFIC SIGNALS/PARK LOT BUILD     | 000000 | 186.42   |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES WATER HEAT TAPE 37 WATER ST        | 000000 | 32.61    |
|         |                         | I-02-24-16 | POWERBILL 101-4192-428    | UTILITIES PRESS REDUCT STATION 255 MAIN      | 000000 | 188.39   |

PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR  | NAME                    | ITEM #               | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT   |
|---------|-------------------------|----------------------|------------------|--|--------|----------|
| 01-0429 | BLACK HILLS POWER & LIG | continued            |                  |  |        |          |
|         |                         | I-02-24-16 POWERBILL | 101-4192-428     | UTILITIES FLAG 2 MT MORIAH DRIVE             | 000000 | 54.76    |
|         |                         | I-02-24-16 POWERBILL | 101-4192-428-14  | UTILITIES - S CITY SHOP 62 DUNLOP AVENUE     | 000000 | 809.53   |
|         |                         | I-02-24-16 POWERBILL | 101-4192-428     | UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST       | 000000 | 12.24    |
| 01-0433 | WELLMARK BLUE CROSS BLU |                      |                  |  |        |          |
|         |                         | I-030116             | 101-4192-415     | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 1,364.96 |
| 01-0464 | TYLER TECHNOLOGIES, INC |                      |                  |  |        |          |
|         |                         | I-025-147598         | 101-4192-422     | PROFESSIONAL MAINT LIC, PROJECTS/PUB BLDGS   | 000000 | 134.82   |
| 01-0551 | MENARD'S                |                      |                  |  |        |          |
|         |                         | I-70312              | 101-4192-425-14  | REPAIRS - STR POPLAR BOARDS-ALUM OXIDE/STRTS | 000000 | 140.54   |
| 01-0553 | MONTANA DAKOTA UTILITIE |                      |                  |  |        |          |
|         |                         | I-02-24-16 GAS ADM H | 101-4192-428-01  | UTILITES - AD 01/22-02/22/16 GAS/ADAMS HOUSE | 000000 | 359.92   |
|         |                         | I-02-24-16 GAS CTY H | 101-4192-428-04  | UTILITIES - C 01/22-02/22/16 GAS/CITY HALL   | 000000 | 584.55   |
|         |                         | I-02-24-16 GAS FIRE  | 101-4192-428-07  | UTILITIES - F 01/22-02/22/16 GAS/FIRE HALL   | 000000 | 538.05   |
|         |                         | I-02-24-16 GAS GAYVI | 101-4192-428     | UTILITIES 01/22-02/22/16 GAS/GAYVILLE        | 000000 | 30.79    |
|         |                         | I-02-24-16 GAS HIST  | 101-4192-428-08  | UTILITES - HI 01/22-02/22/16 GAS/HISTORY     | 000000 | 369.95   |
|         |                         | I-02-24-16 GAS MUSEU | 101-4192-428-02  | UTILITIES - A 01/22-02/22/16 GAS/ADAMS MUSEU | 000000 | 287.28   |
|         |                         | I-02-24-16 GAS PARKS | 101-4192-428-11  | UTILITIES - P 01/22-02/22/16 GAS/PARKS       | 000000 | 231.57   |
|         |                         | I-02-24-16 GAS PAVIL | 101-4192-428-12  | UTILITIES - P 01/22-02/22/16 GAS/PAVILION    | 000000 | 1,530.52 |
|         |                         | I-02-24-16 GAS REC   | 101-4192-428-13  | UTILITIES - R 01/22-02/22/16 GAS/REC CENTER  | 000000 | 4,622.91 |
|         |                         | I-02-24-16 GAS STRTS | 101-4192-428-14  | UTILITIES - S 01/22-02/22/16 GAS/STREETS     | 000000 | 752.30   |
|         |                         | I-02-24-16 GAS TROLL | 101-4192-428-15  | UTILITIES - T 01/22-02/22/16 GAS/TROLLEY     | 000000 | 321.19   |
| 01-0578 | TWIN CITY HARDWARE & LU |                      |                  |  |        |          |
|         |                         | C-D337589            | 101-4192-426     | SUPPLIES (13) PIPE INSULATION/PUB BLDGS      | 000000 | 32.37-   |
|         |                         | I-D337287            | 101-4192-426-04  | SUPPLIES - CI BRUSH WASH-PRIMER/CITY HALL    | 000000 | 38.97    |
|         |                         | I-D337716            | 101-4192-425-02  | REPAIRS - ADA (24) 9W PAR20 LED BULBS/ADAMS  | 000000 | 395.76   |
|         |                         | I-D337976            | 101-4192-425-02  | REPAIRS - ADA (12) LED BULB-DIMMABLE/ADAMS M | 000000 | 293.76   |
|         |                         | I-D337977            | 101-4192-425-13  | REPAIRS - REC TRIPLE GRND TAP-CUBE TAP/REC   | 000000 | 7.58     |
|         |                         | I-D338430            | 101-4192-425-13  | REPAIRS - REC WHITE PAINT-COAT&HAT HOOK/REC  | 000000 | 187.96   |
|         |                         | I-D338534            | 101-4192-425-13  | REPAIRS - REC 12 V SECURITY BATTERY/REC CENT | 000000 | 24.99    |
|         |                         | I-E51083             | 101-4192-425-13  | REPAIRS - REC (4) 42W CFL BULB/REC CENTER    | 000000 | 59.96    |
|         |                         | I-E51713             | 101-4192-425-13  | REPAIRS - REC (6) SWIVEL CONNECTOR/REC CENTE | 000000 | 131.94   |
|         |                         | I-E51789             | 101-4192-426     | SUPPLIES DAWN DISH SOAP/PUBLIC BLDGS         | 000000 | 3.99     |
|         |                         | I-E51894             | 101-4192-425-06  | REPAIRS - DAY COAXIAL CABLE-CONNECTOR/RODEO  | 000000 | 23.98    |
|         |                         | I-E51904             | 101-4192-425-02  | REPAIRS - ADA CEILING FAN-REMOTE-ROD/ADAMS M | 000000 | 372.94   |
|         |                         | I-E51905             | 101-4192-425-02  | REPAIRS - ADA CEILING FAN-REMOTE-ROD/ADAMS M | 000000 | 372.94   |
|         |                         | I-E52235             | 101-4192-426     | SUPPLIES (13) PIPE INSULATION/PUB BLDGS      | 000000 | 32.37    |
|         |                         | I-E52268             | 101-4192-425-13  | REPAIRS - REC (2) NP HINGES/REC CENTER       | 000000 | 25.98    |
|         |                         | I-E52357             | 101-4192-425-02  | REPAIRS - ADA (20) DIMMABLE A19 BULBS/ADAMS  | 000000 | 159.80   |
|         |                         | I-E52358             | 101-4192-425-06  | REPAIRS - DAY DUCT TAPE-CLEAR SILICONE/RODEO | 000000 | 32.46    |
|         |                         | I-E52388             | 101-4192-425-13  | REPAIRS - REC FASTENERS-RED SCRUB PAD/REC CE | 000000 | 19.78    |
|         |                         | I-E52422             | 101-4192-433     | IMPROVEMENTS PVC TAPE-FASTENERS/RODEO        | 000000 | 34.25    |
|         |                         | I-E52477             | 101-4192-425-13  | REPAIRS - REC MULTI BIT SCREWDRIVER SET/REC  | 000000 | 21.48    |
|         |                         | I-E52654             | 101-4192-425-12  | REPAIRS - PAV (6) DUOFIT ABRATOR-FILTER/PAVI | 000000 | 28.43    |

3/04/2016 9:09 AM  
 PACKET: 03737 COMBINED - 3/8/16  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 5

BANK: FNBAP

| VENDOR  | NAME                    | ITEM #               | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT |
|---------|-------------------------|----------------------|------------------|--|--------|--------|
| 01-0578 | TWIN CITY HARDWARE & LU | continued            |                  |  |        |        |
|         |                         | I-E52683             | 101-4192-425-07  | REPAIRS - FIR (3) 50W HP SODIUM BULB/FIRE H  | 000000 | 77.97  |
|         |                         | I-E52738             | 101-4192-425-02  | REPAIRS - ADA (2) SINGLE CUT KEYS/ADAMS MUS  | 000000 | 3.38   |
|         |                         | I-E53026             | 101-4192-425-13  | REPAIRS - REC SHOWERHEAD-VINYL TAPE/REC CENT | 000000 | 31.57  |
|         |                         | I-E53131             | 101-4192-425-13  | REPAIRS - REC CONCR SCR-FASTENERS/REC CENTER | 000000 | 20.67  |
|         |                         | I-E53526             | 101-4192-425-14  | REPAIRS - STR ADJ METAL GUIDE/STREETS        | 000000 | 3.49   |
|         |                         | I-E53575             | 101-4192-425-04  | REPAIRS - CIT SHELF BRACKET-SHELF-FASTEN/CH  | 000000 | 28.21  |
|         |                         | I-E53576             | 101-4192-425-17  | REPAIRS-DAYS 70W METAL HALIDE BULB/DAYS      | 000000 | 28.99  |
|         |                         | I-E53782             | 101-4192-425-13  | REPAIRS - REC FINISH APPLICATOR-HANDLE/REC   | 000000 | 10.48  |
|         |                         | I-E53950             | 101-4192-425-13  | REPAIRS - REC (2) FLOOR SQUEEGEE/REC CENTER  | 000000 | 25.98  |
| 01-0602 | CENTURY LINK            |                      |                  |  |        |        |
|         |                         | I-02-19-16 PHONE ROD | 101-4192-428-06  | UTILITIES - D 01/12-02/11/16 TELEPHONE/RODEO | 000000 | 175.23 |
| 01-0682 | PITNEY BOWES INC        |                      |                  |  |        |        |
|         |                         | I-17760430 - 2-11-16 | 101-4192-426     | SUPPLIES REFILL POSTAGE METER                | 000000 | 500.00 |
| 01-0692 | AMICK SOUND INC         |                      |                  |  |        |        |
|         |                         | I-30091RC            | 101-4192-425-02  | REPAIRS - ADA POWER SUPPLY REPAIR/ADAMS M    | 000000 | 527.64 |
| 01-0966 | PETTY CASH-FINANCE OFFI |                      |                  |  |        |        |
|         |                         | I-030216             | 101-4192-426-04  | SUPPLIES - CI REIMBS.PETTY CASH- CITY HALL   | 000000 | 14.84  |
| 01-1502 | BLACK HILLS CHEMICAL    |                      |                  |  |        |        |
|         |                         | I-095231             | 101-4192-426     | SUPPLIES HOUSEHOLD ROLL TOWEL/PUB BLD        | 000000 | 42.02  |
|         |                         | I-095498             | 101-4192-426-13  | SUPPLIES - RE (4) GAL SHINELINE SEAL/PUB BLD | 000000 | 92.16  |
|         |                         | I-095499             | 101-4192-426     | SUPPLIES FLOOR, GLASS CLEAN-2PLY/PUB BL      | 000000 | 382.87 |
|         |                         | I-095771             | 101-4192-426     | SUPPLIES CLOROX-FACIAL TISSUE/PUB BLDGS      | 000000 | 46.33  |
| 01-1507 | GENE'S LOCK SHOP        |                      |                  |  |        |        |
|         |                         | I-6574               | 101-4192-425-11  | REPAIRS - PAR GRADE 2 KNOBSET ENTRY/PARKS    | 000000 | 99.96  |
| 01-1515 | RAPID DELIVERY          |                      |                  |  |        |        |
|         |                         | I-318744             | 101-4192-425-06  | REPAIRS - DAY DELIVERY CHARGES/RODEO         | 000000 | 15.53  |
| 01-1626 | SERVALL UNIFORM AND LIN |                      |                  |  |        |        |
|         |                         | I-2383149            | 101-4192-426-14  | SUPPLIES - ST MATS-MOPS-BAGS/STREETS         | 000000 | 126.84 |
|         |                         | I-2383150            | 101-4192-426-04  | SUPPLIES - CI MATS-MOPS-TOWELS/HIST PRES     | 000000 | 194.85 |
|         |                         | I-2383151            | 101-4192-426-08  | SUPPLIES - HI MATS-MOPS-TOWELS/HISTORY       | 000000 | 165.77 |
|         |                         | I-2383152            | 101-4192-426-11  | SUPPLIES - PA MATS-MOPS-BUTTONS/PARKS        | 000000 | 52.12  |
|         |                         | I-2383160            | 101-4192-426-07  | SUPPLIES - FI MOPS-LINEN-BAGS/FIRE HALL      | 000000 | 30.09  |
|         |                         | I-2383161            | 101-4192-426-10  | SUPPLIES - LI MOP-BAG-LINEN/LIBRARY          | 000000 | 18.85  |
|         |                         | I-2383822            | 101-4192-426-12  | SUPPLIES - PA MATS-MOPS-FRAMES/PAVILION      | 000000 | 92.27  |
|         |                         | I-2389203            | 101-4192-426-14  | SUPPLIES - ST MATS-BAGS-MOPS/STREETS         | 000000 | 122.78 |
|         |                         | I-2389204            | 101-4192-426-04  | SUPPLIES - CI MATS-MOPS-TOWELS/HIST PRES     | 000000 | 194.85 |
|         |                         | I-2389205            | 101-4192-426-08  | SUPPLIES - HI MATS-MOPS-TOWELS/HISTORY       | 000000 | 165.77 |
|         |                         | I-2389206            | 101-4192-426-11  | SUPPLIES - PA MATS-MOPS-BUTTONS/PARKS        | 000000 | 52.12  |
|         |                         | I-2389213            | 101-4192-426-07  | SUPPLIES - FI MOPS-LINEN-BAGS/FIRE HALL      | 000000 | 30.63  |
|         |                         | I-2389871            | 101-4192-426-12  | SUPPLIES - PA MATS-MOPS-FRAME/PAVILION       | 000000 | 92.27  |

PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR  | NAME                    | ITEM #               | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT    |
|---------|-------------------------|----------------------|------------------|--|--------|-----------|
| 01-1626 | SERVALL UNIFORM AND LIN | continued            |                  |  |        |           |
|         |                         | I-2395245            | 101-4192-426-14  | SUPPLIES - ST MATS-MOPS-BAGS/STREETS         | 000000 | 126.84    |
|         |                         | I-2395246            | 101-4192-426-04  | SUPPLIES - CI MATS-MOPS-TOWELS/HIST PRES     | 000000 | 194.85    |
|         |                         | I-2395247            | 101-4192-426-08  | SUPPLIES - HI MATS-MOPS-TOWELS/HISTORY       | 000000 | 165.77    |
|         |                         | I-2395248            | 101-4192-426-11  | SUPPLIES - PA MATS-MOPS-BUTTONS/PARKS        | 000000 | 52.12     |
|         |                         | I-2395255            | 101-4192-426-07  | SUPPLIES - FI MOPS-LINEN-BAGS/FIRE HALL      | 000000 | 30.09     |
|         |                         | I-2395256            | 101-4192-426-10  | SUPPLIES - LI BAG-MOP-LINEN/LIBRARY          | 000000 | 19.08     |
|         |                         | I-2395920            | 101-4192-426-12  | SUPPLIES - PA MATS-MOPS-FRAMES/PAVILION      | 000000 | 92.27     |
| 01-3342 | RASMUSSEN MECHANICAL SE |                      |                  |  |        |           |
|         |                         | I-INV012068          | 101-4192-425-13  | REPAIRS - REC RELAT 24V SPDT/REC CENTER      | 000000 | 21.85     |
| 01-3824 | GREEN, RON              |                      |                  |  |        |           |
|         |                         | I-02-22-16 SD ENGIN  | 101-4192-422     | PROFESSIONAL RENEW SD ENGINEER SOCIETY/PB    | 000000 | 30.00     |
| 01-3838 | VAST BROADBAND          |                      |                  |  |        |           |
|         |                         | I-02-12-16 PHONE CTY | 101-4192-428-04  | UTILITIES - C 02/16-03/15/16 TELEPHONE/CTY H | 000000 | 187.04    |
|         |                         | I-02-12-16 PHONE STR | 101-4192-428-14  | UTILITIES - S 02/16-03/15/16 TELEPHONE/STRTS | 000000 | 42.24     |
|         |                         | I-02-12-16 PHONELIBR | 101-4192-428-10  | UTILITIES - L 02/16-03/15/16 TELEPHONE/LIBRA | 000000 | 233.32    |
|         |                         | I-02-14-16 CABLE REC | 101-4192-428-13  | UTILITIES - R 02/18-03/17/16 CABLE/REC CENTE | 000000 | 220.22    |
|         |                         | I-02-14-16 PHONE HIS | 101-4192-428-08  | UTILITES - HI 02/18-03/17/16 TELEPHONE/HIST  | 000000 | 117.99    |
|         |                         | I-02-14-16 PHONE REC | 101-4192-428-13  | UTILITIES - R 02/18-03/17/16 TELEPHONE/REC C | 000000 | 90.00     |
|         |                         | I-02-16-16 PHONE CH  | 101-4192-428-04  | UTILITIES - C 02/20-03/19/16 TELEPHONE/CTY H | 000000 | 39.33     |
|         |                         | I-02-20-16 PHONEFIRE | 101-4192-428-07  | UTILITIES - F 02/24-03/23/16 TELEPHONE/FIRE  | 000000 | 260.23    |
|         |                         | I-02-24-16 PHONE CTY | 101-4192-428-04  | UTILITIES - C 02/28-03/27/16 TELEPHONE/CTY H | 000000 | 1,232.42  |
| 01-3877 | MUTUAL OF OMAHA         |                      |                  |  |        |           |
|         |                         | I-000490331263       | 101-4192-415     | GROUP INSURAN LIFE INSURANCE                 | 000000 | 6.19      |
|         |                         |                      |                  | DEPARTMENT 192 PUBLIC BUILDINGS              | TOTAL: | 47,441.06 |
| 01-0510 | GOLDEN WEST TECHNOLOGIE |                      |                  |  |        |           |
|         |                         | I-301637             | 101-4193-422     | PROFESSIONAL OFFSITE BACKUP, EMAIL SECURITY  | 000000 | 710.00    |
|         |                         |                      |                  | DEPARTMENT 193 DATA PROCESSING               | TOTAL: | 710.00    |
| 01-0279 | LAMB MOTOR CO.          |                      |                  |  |        |           |
|         |                         | I-022616             | 101-4210-434     | MACHINERY/EQU POLICE VEHICLE - SUV           | 000000 | 31,610.00 |
| 01-0418 | BLACK HILLS PIONEER     |                      |                  |  |        |           |
|         |                         | I-031216             | 101-4210-422     | PROFESSIONAL SUBSCRIPTION - POLICE           | 000000 | 103.77    |
| 01-0433 | WELLMARK BLUE CROSS BLU |                      |                  |  |        |           |
|         |                         | I-030116             | 101-4210-415     | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 9,334.67  |
| 01-0467 | CULLIGAN OF THE NORTHER |                      |                  |  |        |           |
|         |                         | I-77678              | 101-4210-424     | RENTALS WATER COOLER RENTAL - POLICE         | 000000 | 15.00     |

3/04/2016 9:09 AM  
 PACKET: 03737 COMBINED - 3/8/16  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 210 POLICE  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

BANK: FNBAP

| VENDOR  | NAME                    | ITEM #      | G/L ACCOUNT NAME | DESCRIPTION                             | CHECK# | AMOUNT   |
|---------|-------------------------|-------------|------------------|---|--------|----------|
| 01-0467 | CULLIGAN OF THE NORTHER | continued   |                  |   |        |          |
|         |                         | I-78505     | 101-4210-424     | RENTALS BOTTLED WATER - POLICE          | 000000 | 32.50    |
| 01-0508 | GALLS, LLC              |             |                  |   |        |          |
|         |                         | I-4859472   | 101-4210-426     | SUPPLIES UNIFORM FLEECE & BOOTS - POLIC | 000000 | 234.94   |
|         |                         | I-4861297   | 101-4210-426     | SUPPLIES 2 - SMALL LIGHTHEAD - POLICE   | 000000 | 219.98   |
|         |                         | I-4888442   | 101-4210-426     | SUPPLIES UNIFORM JACKET - POLICE        | 000000 | 119.99   |
| 01-0510 | GOLDEN WEST TECHNOLOGIE |             |                  |   |        |          |
|         |                         | I-301547    | 101-4210-422     | PROFESSIONAL COMPUTER SERVICE - POLICE  | 000000 | 401.84   |
| 01-0723 | NORTHERN TRUCK EQUIPMEN |             |                  |   |        |          |
|         |                         | I-14750     | 101-4210-434     | MACHINERY/EQU TRUCK VAULT -- POLICE     | 000000 | 2,090.00 |
| 01-0970 | FULLER, KELLY           |             |                  |   |        |          |
|         |                         | I-20615     | 101-4210-415     | GROUP INSURAN REIMBURSEMENT             | 000000 | 462.62   |
| 01-1254 | MCLEODS                 |             |                  |   |        |          |
|         |                         | I-060966    | 101-4210-426     | SUPPLIES TRAFFIC TICKETS - POLICE       | 000000 | 1,277.36 |
| 01-1399 | NEVE'S UNIFORMS, INC.   |             |                  |   |        |          |
|         |                         | I-RP-036888 | 101-4210-426     | SUPPLIES UNIFORM SHIRT - POLICE         | 000000 | 55.35    |
|         |                         | I-RP-036908 | 101-4210-426     | SUPPLIES UNIFORM PANTS, SHIRT - POLICE  | 000000 | 172.95   |
|         |                         | I-RP-036909 | 101-4210-426     | SUPPLIES UNIFORM SHIRTS - POLICE        | 000000 | 79.90    |
|         |                         | I-RP-036974 | 101-4210-426     | SUPPLIES DUTY BELTS & KEEPERS - POLICE  | 000000 | 100.85   |
|         |                         | I-RP-036982 | 101-4210-426     | SUPPLIES UNIFORM BOOTS - POLICE         | 000000 | 114.95   |
| 01-1566 | TEEN COURT              |             |                  |   |        |          |
|         |                         | I-020816    | 101-4210-422     | PROFESSIONAL 2016 ALLOCATION            | 000000 | 4,000.00 |
| 01-1740 | STREICHER'S             |             |                  |   |        |          |
|         |                         | I-I1195509  | 101-4210-426     | SUPPLIES GRAPHICS ON VEHICLE - POLICE   | 000000 | 284.98   |
| 01-1768 | HAMANN, ALEX            |             |                  |   |        |          |
|         |                         | I-021116    | 101-4210-426     | SUPPLIES REIMBURSE - EXAM GLOVES        | 000000 | 167.27   |
|         |                         | I-022316    | 101-4210-422     | PROFESSIONAL REIMBSMT - EMT COURSE      | 000000 | 50.00    |
| 01-1808 | NELSON, MARY JO         |             |                  |   |        |          |
|         |                         | I-110615    | 101-4210-415     | GROUP INSURAN REIMBURSEMENT             | 000000 | 314.70   |
| 01-1819 | DAKOTA BUSINESS CENTER  |             |                  |   |        |          |
|         |                         | I-IN296175  | 101-4210-424     | RENTALS COPIER CONTRACT - POLICE DEPT   | 000000 | 155.88   |
| 01-1867 | LESTER, ROB             |             |                  |   |        |          |
|         |                         | I-020816    | 101-4210-426     | SUPPLIES REIMBSMT - HAND VACUUM         | 000000 | 32.99    |
| 01-3775 | LUX, JUSTIN             |             |                  |   |        |          |
|         |                         | I-021216    | 101-4210-427     | TRAVEL REIMBSMT - FUEL                  | 000000 | 17.37    |

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 PACKET: 03737 COMBINED - 3/8/16  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 210 POLICE  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

BANK: FNBAP

| VENDOR  | NAME                    | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK#                                    | AMOUNT           |
|---------|-------------------------|----------------|------------------|--|---|------------------|
| 01-3877 | MUTUAL OF OMAHA         | I-000490331263 | 101-4210-415     | GROUP INSURAN LIFE INSURANCE                 | 000000                                    | 54.45            |
| 01-3963 | EMERGENCY COMMUNICATION | I-ECN-022328   | 101-4210-422     | PROFESSIONAL SERVICE PLAN - 1 YR - CODE RED  | 000000                                    | 214.32           |
|         |                         |                |                  |  | DEPARTMENT 210 POLICE                     | TOTAL: 51,718.63 |
| 01-0360 | ABC BUSINESS SUPPLY     | I-9937         | 101-4221-422     | PROFESSIONAL HANGING FILE FOLDERS            | 000000                                    | 10.99            |
| 01-0433 | WELLMARK BLUE CROSS BLU | I-030116       | 101-4221-415     | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000                                    | 994.82           |
| 01-1171 | A & B BUSINESS SOLUTION | I-IN260746     | 101-4221-422     | PROFESSIONAL COPIER SERVICE CONTRACT         | 000000                                    | 61.47            |
| 01-3056 | NORTHERN HILLS TECHNOLO | I-11615        | 101-4221-422     | PROFESSIONAL BACKUP SERVICE, ADD'L STORAGE   | 000000                                    | 62.00            |
| 01-3877 | MUTUAL OF OMAHA         | I-000490331263 | 101-4221-415     | GROUP INSURAN LIFE INSURANCE                 | 000000                                    | 4.95             |
| 01-3963 | EMERGENCY COMMUNICATION | I-ECN-022328   | 101-4221-422     | PROFESSIONAL SERVICE PLAN - 1 YR - CODE RED  | 000000                                    | 214.28           |
|         |                         |                |                  |  | DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRT | TOTAL: 1,348.51  |
| 01-0433 | WELLMARK BLUE CROSS BLU | I-030116       | 101-4232-415     | INSURANCE WELLMARK BLUE CROSS AND BLUE S     | 000000                                    | 919.52           |
| 01-0464 | TYLER TECHNOLOGIES, INC | I-025-147598   | 101-4232-422     | PROFESSIONAL MAINT LIC, PROJECTS/BLDG INSP   | 000000                                    | 361.20           |
| 01-0578 | TWIN CITY HARDWARE & LU | I-E53882       | 101-4232-426     | SUPPLIES 6 PK AA BATTERY/BLDG INSPECT        | 000000                                    | 8.99             |
| 01-0966 | PETTY CASH-FINANCE OFFI | I-030216       | 101-4232-426     | SUPPLIES REIMBS.PETTY CASH-B.I.POSTAGE       | 000000                                    | 2.30             |
| 01-3877 | MUTUAL OF OMAHA         | I-000490331263 | 101-4232-415     | INSURANCE LIFE INSURANCE                     | 000000                                    | 4.93             |
|         |                         |                |                  |  | DEPARTMENT 232 BUILDING INSPECTION        | TOTAL: 1,296.94  |
| 01-0151 | ROCKMOUNT RESEARCH & AL |                |                  |  |   |                  |



3/04/2016 9:09 AM  
 PACKET: 03737 COMBINED - 3/8/16  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

BANK: FNBAP

| VENDOR  | NAME                    | ITEM #       | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT   |
|---------|-------------------------|--------------|------------------|--|--------|----------|
| 01-0151 | ROCKMOUNT RESEARCH & AL | continued    |                  |  |        |          |
|         |                         | I-1214607    | 101-4310-425     | REPAIRS OLYMPIA-B F/C 10# SP/STREETS         | 000000 | 409.06   |
| 01-0360 | ABC BUSINESS SUPPLY     |              |                  |  |        |          |
|         |                         | I-9954       | 101-4310-426     | SUPPLIES POCKET FILES-FASTENER/STREETS       | 000000 | 16.94    |
| 01-0433 | WELLMARK BLUE CROSS BLU |              |                  |  |        |          |
|         |                         | I-030116     | 101-4310-415     | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 7,255.66 |
| 01-0464 | TYLER TECHNOLOGIES, INC |              |                  |  |        |          |
|         |                         | I-025-147598 | 101-4310-422     | PROFESSIONAL MAINT LIC, PROJECTS/STREETS     | 000000 | 134.82   |
| 01-0467 | CULLIGAN OF THE NORTHER |              |                  |  |        |          |
|         |                         | I-77832      | 101-4310-426     | SUPPLIES (3) 5 GAL WATER/STREETS             | 000000 | 19.50    |
|         |                         | I-78150      | 101-4310-426     | SUPPLIES 78150 (3) 5 GAL WATER/STREETS       | 000000 | 19.50    |
|         |                         | I-78665      | 101-4310-426     | SUPPLIES (2) 5 GAL WATER/STREETS             | 000000 | 13.00    |
|         |                         | I-79236      | 101-4310-426     | SUPPLIES 76912 (2) 5 GAL WATER/STREETS       | 000000 | 13.00    |
| 01-0510 | GOLDEN WEST TECHNOLOGIE |              |                  |  |        |          |
|         |                         | I-160210107  | 101-4310-422     | PROFESSIONAL (2) PAGERS-VOICEMAIL/STREETS    | 000000 | 33.18    |
| 01-0514 | HILLS MATERIALS COMPANY |              |                  |  |        |          |
|         |                         | I-655425     | 101-4310-426     | SUPPLIES 2" BALLAST/STREETS                  | 000000 | 678.53   |
| 01-0578 | TWIN CITY HARDWARE & LU |              |                  |  |        |          |
|         |                         | I-D337024    | 101-4310-426     | SUPPLIES ICE MELT SNOMELT/STREETS            | 000000 | 24.99    |
|         |                         | I-D337025    | 101-4310-426     | SUPPLIES (8) DIM 27K LED BULB/STREETS        | 000000 | 135.92   |
|         |                         | I-D337201    | 101-4310-426     | SUPPLIES (2) 100W SODIUM BULBS/STREETS       | 000000 | 53.98    |
|         |                         | I-D337206    | 101-4310-426     | SUPPLIES (6) EACH TRAFFIC LIGHT-BULB/ST      | 000000 | 89.28    |
|         |                         | I-D337719    | 101-4310-426     | SUPPLIES (4) DWV RED BUSHING/STREETS         | 000000 | 11.96    |
|         |                         | I-D337729    | 101-4310-426     | SUPPLIES HOLE SAW/STREETS                    | 000000 | 14.99    |
|         |                         | I-D338013    | 101-4310-426     | SUPPLIES FLAT WASHERS-FASTENERS/STREETS      | 000000 | 36.15    |
|         |                         | I-D338435    | 101-4310-426     | SUPPLIES GAL CONCRT ACRL FORTIFIER/STR       | 000000 | 25.99    |
|         |                         | I-E51253     | 101-4310-426     | SUPPLIES WASHERS-NUTS-FASTENERS/STREETS      | 000000 | 16.91    |
|         |                         | I-E51708     | 101-4310-425     | REPAIRS TRAY LINER-BRUSHES-CLOTH/STRTS       | 000000 | 40.48    |
|         |                         | I-E51721     | 101-4310-426     | SUPPLIES ANCHOR-CLEVIS PINS-PLIERS/STRT      | 000000 | 100.91   |
|         |                         | I-E51946     | 101-4310-425     | REPAIRS BRISTLE CHIP BRUSH-LINER/STRTS       | 000000 | 6.84     |
|         |                         | I-E52237     | 101-4310-425     | REPAIRS BODY FILLER-SANDPAPER/STREETS        | 000000 | 18.54    |
|         |                         | I-E52313     | 101-4310-426     | SUPPLIES (5) WATCH BATTERIES/STREETS         | 000000 | 23.95    |
|         |                         | I-E52359     | 101-4310-426     | SUPPLIES FIN NUT-FASTENERS/STREETS           | 000000 | 24.16    |
|         |                         | I-E52385     | 101-4310-426     | SUPPLIES SPOT PUTTY-SPREADERS/STRTS          | 000000 | 5.48     |
|         |                         | I-E52491     | 101-4310-426     | SUPPLIES EDGELOCK TAPE-MASKING TAPE/STR      | 000000 | 31.47    |
|         |                         | I-E52536     | 101-4310-426     | SUPPLIES CT LAG SCREW-TORXBIT/STREETS        | 000000 | 28.48    |
|         |                         | I-E52570     | 101-4310-425     | REPAIRS (2) DWV RED BUSHING/STREETS          | 000000 | 5.98     |
|         |                         | I-E52664     | 101-4310-434     | MACHINERY/EQU BELT SANDER-BELT-REFILLS/STRTS | 000000 | 178.42   |
|         |                         | I-E52695     | 101-4310-426     | SUPPLIES UNIVERSAL VAC TOOL-HOSE/STRTS       | 000000 | 39.98    |
|         |                         | I-E52726     | 101-4310-426     | SUPPLIES SJEW WIRE-CORD PLUG/STREETS         | 000000 | 11.07    |
|         |                         | I-E53142     | 101-4310-426     | SUPPLIES HOOK/EYE TURNBUCKLE-BOLT/STRTS      | 000000 | 14.96    |
|         |                         | I-E53938     | 101-4310-426     | SUPPLIES (2) GREASE COUPLER/STREETS          | 000000 | 7.58     |

PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR  | NAME                    | ITEM #              | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT    |
|---------|-------------------------|---------------------|------------------|--|--------|-----------|
| 01-0578 | TWIN CITY HARDWARE & LU | continued           |                  |  |        |           |
|         |                         | I-d338432           | 101-4310-426     | SUPPLIES CORN WHISK BROOM/STREETS            | 000000 | 5.49      |
| 01-0889 | A & H TRUCK SALVAGE, IN |                     |                  |  |        |           |
|         |                         | I-37911             | 101-4310-425     | REPAIRS 4300 INT RH FUEL TANK/STREETS        | 000000 | 250.00    |
| 01-1171 | A & B BUSINESS SOLUTION |                     |                  |  |        |           |
|         |                         | I-IN260749          | 101-4310-426     | SUPPLIES CONTRACT BASE RATE/STREETS          | 000000 | 134.71    |
| 01-1288 | ACE INDUSTRIAL SUPPLY,  |                     |                  |  |        |           |
|         |                         | I-1497866           | 101-4310-426     | SUPPLIES INVERTED SPRAY PAINT/STREETS        | 000000 | 594.35    |
|         |                         | I-1498409           | 101-4310-426     | SUPPLIES WARNING FLAG W/ DOWEL/STRTS         | 000000 | 729.75    |
|         |                         | I-1504073           | 101-4310-426     | SUPPLIES PREMOISTENED TOWELS/STREETS         | 000000 | 447.75    |
| 01-1333 | DEADWOOD ELECTRIC       |                     |                  |  |        |           |
|         |                         | I-21268             | 101-4310-425     | REPAIRS NEW PED CROSSING/SAFETY, STRTS       | 000000 | 1,048.25  |
| 01-1374 | BUTLER MACHINERY COMPAN |                     |                  |  |        |           |
|         |                         | I-06PS0469245       | 101-4310-425     | REPAIRS (3) 9W-1768 BIT/STREETS              | 000000 | 469.74    |
|         |                         | I-06PS0469380       | 101-4310-425     | REPAIRS (1) 9W-1768 BIT/STREETS              | 000000 | 156.58    |
| 01-1500 | A & B WELDING           |                     |                  |  |        |           |
|         |                         | I-204740            | 101-4310-426     | SUPPLIES COVER LENS-GASKET-GLASSES/STR       | 000000 | 66.06     |
| 01-1506 | DALES TIRE & RETREADING |                     |                  |  |        |           |
|         |                         | I-568195            | 101-4310-426     | SUPPLIES TRUCK TIRES/STREETS                 | 000000 | 11,133.00 |
| 01-1515 | RAPID DELIVERY          |                     |                  |  |        |           |
|         |                         | I-315174            | 101-4310-426     | SUPPLIES DELIVERY CHARGES/STREETS            | 000000 | 18.40     |
|         |                         | I-316333            | 101-4310-426     | SUPPLIES DELIVERY CHARGES/STREETS            | 000000 | 12.08     |
| 01-1798 | CHAINSAW CENTER/DAKOTA  |                     |                  |  |        |           |
|         |                         | I-1352250           | 101-4310-426     | SUPPLIES (3) AIR FILTERS/STREETS             | 000000 | 46.48     |
| 01-2762 | PARTSMASTER             |                     |                  |  |        |           |
|         |                         | I-20992601          | 101-4310-426     | SUPPLIES (3) SM, MED PRY BARS/STREETS        | 000000 | 178.56    |
| 01-3136 | SIOUX CITY FOUNDRY CO.  |                     |                  |  |        |           |
|         |                         | I-981797            | 101-4310-426     | SUPPLIES (10) PACAL BLADES/STREETS           | 000000 | 1,352.80  |
| 01-3754 | WL CONSTRUCTION SUPPLY  |                     |                  |  |        |           |
|         |                         | I-9290              | 101-4310-434     | MACHINERY/EQU RESCUE MASTER DIAMOND BLADE/ST | 000000 | 419.99    |
|         |                         | I-9291              | 101-4310-434     | MACHINERY/EQU MAKITA 4 ST POWER CUTTER/STRTS | 000000 | 1,219.99  |
| 01-3824 | GREEN, RON              |                     |                  |  |        |           |
|         |                         | I-02-22-16 SD ENGIN | 101-4310-422     | PROFESSIONAL RENEW SD ENGINEER SOCIETY/STR   | 000000 | 30.00     |
| 01-3877 | MUTUAL OF OMAHA         |                     |                  |  |        |           |
|         |                         | I-000490331263      | 101-4310-415     | GROUP INSURAN LIFE INSURANCE                 | 000000 | 30.94     |

3/04/2016 9:09 AM  
 PACKET: 03737 COMBINED - 3/8/16  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

BANK: FNBAP

| VENDOR  | NAME                    | ITEM #              | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK#                 | AMOUNT           |
|---------|-------------------------|---------------------|------------------|--|------------------------|------------------|
| 01-3896 | EAGLE ENTERPRISES, LLC  | I-121899            | 101-4310-426     | SUPPLIES (24) LED17WA21/300/827K-DIM/ST      | 000000                 | 431.76           |
| 01-3963 | EMERGENCY COMMUNICATION | I-ECN-022328        | 101-4310-422     | PROFESSIONAL SERVICE PLAN - 1 YR - CODE RED  | 000000                 | 214.28           |
|         |                         |                     |                  |  | DEPARTMENT 310 STREETS | TOTAL: 28,532.62 |
| 01-0285 | ARCHER SEATING CLEARING | I-121615            | 101-4520-433-03  | CIP - GORDON STADIUM SEATING/CIP BALLFIELD   | 000000                 | 6,187.77         |
| 01-0433 | WELLMARK BLUE CROSS BLU | I-030116            | 101-4520-415     | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000                 | 6,733.47         |
| 01-0464 | TYLER TECHNOLOGIES, INC | I-025-147598        | 101-4520-422     | PROFESSIONAL MAINT LIC, PROJECTS/PARKS       | 000000                 | 134.82           |
| 01-0467 | CULLIGAN OF THE NORTHER | I-77427             | 101-4520-426     | SUPPLIES 77833 (3) 5 GAL WATER/PARKS         | 000000                 | 19.50            |
|         |                         | I-77601             | 101-4520-426     | SUPPLIES WATER COOLER RENTAL FEB/PARKS       | 000000                 | 15.00            |
|         |                         | I-77677             | 101-4520-426     | SUPPLIES MARCH COOLER RENTAL/PARKS           | 000000                 | 15.00            |
|         |                         | I-79237             | 101-4520-426     | SUPPLIES 76913 (1) 5 GAL WATER/PARKS         | 000000                 | 6.50             |
| 01-0510 | GOLDEN WEST TECHNOLOGIE | I-160210118         | 101-4520-422     | PROFESSIONAL (2) PAGERS-VOICEMAIL/PARKS      | 000000                 | 34.22            |
| 01-0578 | TWIN CITY HARDWARE & LU | C-E52381            | 101-4520-433-03  | CIP - GORDON ADHESIVE-PINE-WHITEWOOD/BALLPK  | 000000                 | 214.06-          |
|         |                         | I-C132992           | 101-4520-433-03  | CIP - GORDON HOUSEWRAP-SCREWS-NAILS/BALLPK   | 000000                 | 944.62           |
|         |                         | I-D337490           | 101-4520-433-03  | CIP - GORDON (4) 4X6 TREATED-(4) FIR/PARKS   | 000000                 | 186.72           |
|         |                         | I-D338258           | 101-4520-433-03  | CIP - GORDON SMART LAP BUNGALO/BALLPARK      | 000000                 | 1,607.76         |
|         |                         | I-D338259           | 101-4520-433-03  | CIP - GORDON SMART LAP BUNGALO/BALLPARK      | 000000                 | 1,543.68         |
|         |                         | I-D338282           | 101-4520-433-03  | CIP - GORDON PLYWOOD-PINS-NAILS-CAULK/BALLP  | 000000                 | 527.91           |
|         |                         | I-E52699            | 101-4520-426     | SUPPLIES VNL/FOM TAPE/PARKS                  | 000000                 | 5.99             |
|         |                         | I-E53130            | 101-4520-426     | SUPPLIES ORANGE, YELLOW SPRAY PAINT/PKS      | 000000                 | 14.97            |
|         |                         | I-E53205            | 101-4520-426     | SUPPLIES 20 CT SANDING RSPIRATOR/PARKS       | 000000                 | 24.99            |
|         |                         | I-E53207            | 101-4520-426     | SUPPLIES 30" POLY SNOW PUSHER/PARKS          | 000000                 | 29.99            |
|         |                         | I-E54085            | 101-4520-426     | SUPPLIES 60 LB CONCRETE MIX/PARKS            | 000000                 | 4.59             |
|         |                         | I-E54179            | 101-4520-433-03  | CIP - GORDON INT WHITE PAINT/BALLFIELD       | 000000                 | 169.99           |
| 01-0619 | TWILIGHT FIRST AID & SA | I-120252            | 101-4520-426     | SUPPLIES IBUPROFEN-ALLERGY-ANTACID/PARK      | 000000                 | 69.80            |
| 01-1502 | BLACK HILLS CHEMICAL    | I-095771            | 101-4520-426     | SUPPLIES CLOROX-FACIAL TISSUE/PARKS          | 000000                 | 46.34            |
| 01-2641 | ARBOR DAY FOUNDATION    | I-2016 ARBOR MEMBER | 101-4520-427     | TRAVEL 2016 ARBOR FOUND RENEW/PARKS          | 000000                 | 15.00            |

PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR  | NAME                    | ITEM #              | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT     |
|---------|-------------------------|---------------------|------------------|--|--------|------------|
| 01-3824 | GREEN, RON              |                     |                  |  |        |            |
|         |                         | I-02-22-16 SD ENGIN | 101-4520-422     | PROFESSIONAL RENEW SD ENGINEER SOCIETY/PKS   | 000000 | 30.00      |
| 01-3877 | MUTUAL OF OMAHA         |                     |                  |  |        |            |
|         |                         | I-000490331263      | 101-4520-415     | GROUP INSURAN LIFE INSURANCE                 | 000000 | 25.99      |
| 01-3953 | B.S. REMODELING         |                     |                  |  |        |            |
|         |                         | I-586105            | 101-4520-433-03  | CIP - GORDON SIDING-WRAP-TRIM-CAULK/BALLFLD  | 000000 | 2,427.40   |
|         |                         |                     |                  | DEPARTMENT 520 PARKS                         | TOTAL: | 20,607.96  |
| 01-0433 | WELLMARK BLUE CROSS BLU |                     |                  |  |        |            |
|         |                         | I-030116            | 101-4640-415     | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 919.52     |
| 01-1647 | DEADWOOD-LEAD ECONOMIC  |                     |                  |  |        |            |
|         |                         | I-16001             | 101-4640-422     | PROFESSIONAL IEDC WEBINAR                    | 000000 | 67.50      |
| 01-1786 | PETTY CASH/HISTORIC PRE |                     |                  |  |        |            |
|         |                         | I-021716            | 101-4640-426     | SUPPLIES REIMBURSE P&Z PETTY CASH            | 000000 | 87.00      |
| 01-3877 | MUTUAL OF OMAHA         |                     |                  |  |        |            |
|         |                         | I-000490331263      | 101-4640-415     | GROUP INSURAN LIFE INSURANCE                 | 000000 | 7.43       |
|         |                         |                     |                  | DEPARTMENT 640 PLANNING AND ZONING           | TOTAL: | 1,081.45   |
|         |                         |                     |                  | FUND 101 GENERAL FUND                        | TOTAL: | 166,302.26 |

PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                 | NAME                    | ITEM #               | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT          |
|------------------------|-------------------------|----------------------|------------------|--|--------|-----------------|
| 01-0360                | ABC BUSINESS SUPPLY     |                      |                  |  |        |                 |
|                        |                         | I-9850               | 206-4550-426     | SUPPLIES BUSINESS CARDS - LIBRARY            | 000000 | 9.95            |
| 01-0433                | WELLMARK BLUE CROSS BLU |                      |                  |  |        |                 |
|                        |                         | I-030116             | 206-4550-415     | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 1,405.27        |
| 01-0467                | CULLIGAN OF THE NORTHER |                      |                  |  |        |                 |
|                        |                         | I-77849              | 206-4550-426     | SUPPLIES 5 GAL. WATER - LIBRARY              | 000000 | 5.50            |
| 01-0553                | MONTANA DAKOTA UTILITIE |                      |                  |  |        |                 |
|                        |                         | I-68250010003JAN-FEB | 206-4550-428     | UTILITIES NATURAL GAS-JAN,FEB/LIBRARY        | 000000 | 909.61          |
| 01-0918                | ROLLING STONE           |                      |                  |  |        |                 |
|                        |                         | I-3085077190-2016    | 206-4550-434     | BOOKS, MAPS A SUBSCRIPTION                   | 000000 | 34.95           |
| 01-1132                | GLAMOUR                 |                      |                  |  |        |                 |
|                        |                         | I-020816             | 206-4550-434     | BOOKS, MAPS A SUBSCRIPTION - 2 YRS           | 000000 | 30.00           |
| 01-1140                | PEOPLE                  |                      |                  |  |        |                 |
|                        |                         | I-011616             | 206-4550-434     | BOOKS, MAPS A SUBSCRIPTION - 3 YRS           | 000000 | 348.21          |
| 01-1171                | A & B BUSINESS SOLUTION |                      |                  |  |        |                 |
|                        |                         | I-IN256362           | 206-4550-426     | SUPPLIES COPIER MAINTENANCE - LIBRARY        | 000000 | 39.40           |
| 01-1562                | MIDWEST TAPE            |                      |                  |  |        |                 |
|                        |                         | I-93627295           | 206-4550-434     | BOOKS, MAPS A DVD                            | 000000 | 22.99           |
|                        |                         | I-93649108           | 206-4550-434     | BOOKS, MAPS A DVD                            | 000000 | 22.99           |
| 01-1871                | SD STATE ARCHIVES       |                      |                  |  |        |                 |
|                        |                         | I-6000               | 206-4550-429     | OTHER DIAZO MICROFILM-BHP/9/1-30/15          | 000000 | 28.80           |
| 01-1911                | EMERY-PRATT COMPANY     |                      |                  |  |        |                 |
|                        |                         | I-569718             | 206-4550-434     | BOOKS, MAPS A BOOKS                          | 000000 | 26.42           |
| 01-2102                | BARRON'S                |                      |                  |  |        |                 |
|                        |                         | I-022616             | 206-4550-434     | BOOKS, MAPS A SUBSCRIPTION                   | 000000 | 52.00           |
| 01-2219                | COSMOPOLITAN            |                      |                  |  |        |                 |
|                        |                         | I-010216             | 206-4550-434     | BOOKS, MAPS A SUBSCRIPTION                   | 000000 | 31.97           |
| 01-2309                | COMPUTER SUPPORT SERVIC |                      |                  |  |        |                 |
|                        |                         | I-2016-24            | 206-4550-426     | SUPPLIES INSTALL CIRCULATION COMPUTER        | 000000 | 260.00          |
| 01-3869                | CDW GOVERNMENT          |                      |                  |  |        |                 |
|                        |                         | I-BWV3962            | 206-4550-429     | OTHER COMPUTER, MONITOR, SCANNER             | 000000 | 934.79          |
| 01-3877                | MUTUAL OF OMAHA         |                      |                  |  |        |                 |
|                        |                         | I-000490331263       | 206-4550-415     | GROUP INSURAN LIFE INSURANCE                 | 000000 | 9.90            |
| DEPARTMENT 550 LIBRARY |                         |                      |                  |  |        | TOTAL: 4,172.75 |
| FUND 206 LIBRARY FUND  |                         |                      |                  |  |        | TOTAL: 4,172.75 |

PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR  | NAME                    | ITEM #              | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK#           | AMOUNT       |
|---------|-------------------------|---------------------|------------------|--|------------------|--------------|
| 01-3965 | HAND, TONA              |                     |                  |  |                  |              |
|         |                         | I-030216            | 209-3510-460     | REC CNTR COLL REFUND - PARTY ROOM/REC CNTR   | 000000           | 61.32        |
|         |                         |                     |                  | DEPARTMENT                                   | NON-DEPARTMENTAL | TOTAL: 61.32 |
| 01-0360 | ABC BUSINESS SUPPLY     |                     |                  |  |                  |              |
|         |                         | I-9988              | 209-4510-426     | SUPPLIES ERASERS-PENCILS-WHITEOUT/REC        | 000000           | 26.12        |
| 01-0418 | BLACK HILLS PIONEER     |                     |                  |  |                  |              |
|         |                         | I-02-29-16 COMM PGS | 209-4510-423     | PUBLISHING COMM PAGES SPONSORSHIP/REC        | 000000           | 10.00        |
| 01-0433 | WELLMARK BLUE CROSS BLU |                     |                  |  |                  |              |
|         |                         | I-030116            | 209-4510-415     | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000           | 498.87       |
| 01-0464 | TYLER TECHNOLOGIES, INC |                     |                  |  |                  |              |
|         |                         | I-025-147598        | 209-4510-422     | PROFESSIONAL MAINT LIC, PROJECTS/REC CENTER  | 000000           | 134.82       |
| 01-0619 | TWILIGHT FIRST AID & SA |                     |                  |  |                  |              |
|         |                         | I-120244            | 209-4510-426     | SUPPLIES BAND AIDS-SPRAY-OINTMENT/REC        | 000000           | 79.55        |
| 01-0966 | PETTY CASH-FINANCE OFFI |                     |                  |  |                  |              |
|         |                         | I-030216            | 209-4510-426     | SUPPLIES REIMBS.PETTY CASH-REC SUPPLIES      | 000000           | 33.69        |
| 01-1038 | PUSH-PEDAL-PULL         |                     |                  |  |                  |              |
|         |                         | I-160027            | 209-4510-425     | REPAIRS CABLE-SERVICE LABOR/REC CENTER       | 000000           | 137.50       |
| 01-1365 | SD PUBLIC HEALTH LAB    |                     |                  |  |                  |              |
|         |                         | I-10570138          | 209-4510-422     | PROFESSIONAL COLIFORM TESTING/REC CENTER     | 000000           | 15.00        |
| 01-2645 | HAWKINS INC             |                     |                  |  |                  |              |
|         |                         | I-3837573           | 209-4510-426     | SUPPLIES CALCIUM IND-BUFFER/REC CENTER       | 000000           | 28.87        |
|         |                         | I-3840187           | 209-4510-426     | SUPPLIES DELDRUM-MURIATIC/REC CENTER         | 000000           | 1,016.04     |
| 01-2889 | ATCO INTERNATIONAL      |                     |                  |  |                  |              |
|         |                         | I-I0453805          | 209-4510-426     | SUPPLIES (1) CASE ERASER/REC CENTER          | 000000           | 97.00        |
| 01-3092 | ASSOCIATED SUPPLY COMPA |                     |                  |  |                  |              |
|         |                         | I-79922             | 209-4510-425     | REPAIRS GRAOUND FAULT DET/REC CENTER         | 000000           | 862.13       |
| 01-3506 | ALSCO                   |                     |                  |  |                  |              |
|         |                         | I-LCAS1019344       | 209-4510-426     | SUPPLIES MATS/REC CENTER                     | 000000           | 86.09        |
|         |                         | I-LCAS1022701       | 209-4510-426     | SUPPLIES MATS/REC CENTER                     | 000000           | 87.38        |
|         |                         | I-LCAS1025981       | 209-4510-426     | SUPPLIES MATS/REC CENTER                     | 000000           | 86.09        |
| 01-3618 | KDSJ 980 AM RADIO       |                     |                  |  |                  |              |
|         |                         | I-16-02-045         | 209-4510-423     | PUBLISHING SPONSOR LEAD HS SPORTS/REC        | 000000           | 340.00       |
| 01-3648 | NETWORK SERVICES COMPAN |                     |                  |  |                  |              |

PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                        | NAME                    | ITEM #               | G/L ACCOUNT NAME | DESCRIPTION                                 | CHECK# | AMOUNT           |
|-------------------------------|-------------------------|----------------------|------------------|---|--------|------------------|
| 01-3648                       | NETWORK SERVICES COMPAN | continued            |                  |   |        |                  |
|                               |                         | I-234261-0           | 209-4510-426     | SUPPLIES .8 MIL 20-30 GAL/REC CENTER        | 000000 | 60.62            |
|                               |                         | I-234262-0           | 209-4510-426     | SUPPLIES 20-30 GAL-2 PLY TISSUE/REC CEN     | 000000 | 83.29            |
| 01-3877                       | MUTUAL OF OMAHA         |                      |                  |   |        |                  |
|                               |                         | I-000490331263       | 209-4510-415     | GROUP INSURAN LIFE INSURANCE                | 000000 | 4.95             |
| 01-3937                       | GLOBAL EQUIPMENT COMPAN |                      |                  |   |        |                  |
|                               |                         | I-108913496          | 209-4510-426     | SUPPLIES 10 GAUGE AQUAGUARD VINYL/REC       | 000000 | 125.93           |
|                               |                         | I-109170806          | 209-4510-433     | IMPROVEMENTS WATER FILLING RETROFIT KIT/REC | 000000 | 414.99           |
|                               |                         | I-3272241            | 209-4510-433     | IMPROVEMENTS CROWD CONTROL-RECEPTACLE/REC   | 000000 | 476.90           |
| DEPARTMENT 510 REC CENTER     |                         |                      |                  |   |        | TOTAL: 4,705.83  |
| 01-0429                       | BLACK HILLS POWER & LIG |                      |                  |   |        |                  |
|                               |                         | I-02-11-16 POWERBILL | 209-4980-429     | OTHER ELECTRIC XMAS LIGHTS/CITY HALL        | 000000 | 2,210.49         |
| 01-1566                       | TEEN COURT              |                      |                  |   |        |                  |
|                               |                         | I-020816             | 209-4980-422     | PROFESSIONAL 2016 ALLOCATION                | 000000 | 4,500.00         |
| 01-3465                       | DEADWOOD BUSINESS CLUB, |                      |                  |   |        |                  |
|                               |                         | I-020316             | 209-4980-429     | OTHER 2016 ALLOCATION                       | 000000 | 12,000.00        |
| 01-3474                       | GOOD SHEPHERD CLINIC, I |                      |                  |   |        |                  |
|                               |                         | I-021016             | 209-4980-429     | OTHER 2016 ALLOCATION                       | 000000 | 1,000.00         |
| DEPARTMENT 980 SPECIAL EVENTS |                         |                      |                  |   |        | TOTAL: 19,710.49 |
| FUND 209 BED & BOOZE FUND     |                         |                      |                  |   |        | TOTAL: 24,477.64 |

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## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 214 BID #7-OCCUPANCY TAX

DEPARTMENT: 630 BID #7

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR  | NAME                    | ITEM #   | G/L ACCOUNT NAME | DESCRIPTION                   | CHECK# | AMOUNT    |
|---------|-------------------------|----------|------------------|-------------------------------|--------|-----------|
| 01-3465 | DEADWOOD BUSINESS CLUB, |          |                  |                               |        |           |
|         |                         | I-020316 | 214-4630-423     | MARKETING 2016 ALLOCATION     | 000000 | 10,000.00 |
|         |                         |          |                  | DEPARTMENT 630 BID #7         | TOTAL: | 10,000.00 |
|         |                         |          |                  | FUND 214 BID #7-OCCUPANCY TAX | TOTAL: | 10,000.00 |



PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 573 HP HISTORIC INTERPRETATIO

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR  | NAME                    | ITEM #       | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT    |
|---|-------------------------|--------------|------------------|--|--------|-----------|
| 01-0360   | ABC BUSINESS SUPPLY     | I-9909       | 215-4573-335     | HIST. INTERP. GLUE STICK                     | 000000 | 5.00      |
| 01-0451   | RUNGE, MIKE             | I-021216     | 215-4573-335     | HIST. INTERP. POSTCARDS, DVD, MOVIE POSTER   | 000000 | 55.25     |
| 01-2014   | TOMS, DON               | I-LP03       | 215-4573-335     | HIST. INTERP. FUNERALHOME RECS BK 3 OF 20    | 000000 | 163.80    |
| 01-2205   | KUCHENBECKER, KEVIN     | I-021716     | 215-4573-330     | HIST. INTERP. STERIOVIEW 1883 FLOOD          | 000000 | 228.00    |
| 01-3960   | GENESEE VALLEY DAOIST H | I-021216     | 215-4573-335     | HIST. INTERP. TRANSLATION SVCS               | 000000 | 1,450.00  |
| 01-3961   | SCHAPPER FINE ART SERVI | I-020916     | 215-4573-335     | HIST. INTERP. DELIVERY SVCS                  | 000000 | 852.00    |
| DEPARTMENT 573 HP HISTORIC INTERPRETATIO TOTAL: |                         |              |                  |  |        | 2,754.05  |
| 01-2394   | GUNDERSON, PALMER, NELS | I-65860      | 215-4576-620     | PROFES. SERV. LEGAL SERVICES                 | 000000 | 660.00    |
| DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:  |                         |              |                  |  |        | 660.00    |
| 01-0081   | ROSENBAUM'S SIGNS       | I-SC5253     | 215-4577-775     | CAPITAL ASSET WAYFINDING                     | 000000 | 58,168.00 |
| 01-0841   | TSP, INC.               | I-0050158    | 215-4577-810     | CAPITAL ASSET PLUMA AREA BLDG UTILITY SVC DE | 000000 | 983.40    |
| DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:  |                         |              |                  |  |        | 59,151.40 |
| 01-0433   | WELLMARK BLUE CROSS BLU | I-030116     | 215-4641-415     | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 3,953.05  |
| 01-0464   | TYLER TECHNOLOGIES, INC | I-025-147598 | 215-4641-422     | PROFESSIONAL MAINT LIC, PROJECTS/HIST PRES   | 000000 | 337.05    |
| 01-1292   | ACTIVE DATA SYSTEMS, IN | I-2-16231    | 215-4641-422     | PROFESSIONAL FILE DIRECTOR SUPPORT           | 000000 | 3,827.00  |
| 01-1786   | PETTY CASH/HISTORIC PRE | I-021716     | 215-4641-426     | SUPPLIES REIMBURSE HP PETTY CASH             | 000000 | 62.37     |
| 01-3314   | CENTURY BUSINESS PRODUC |              |                  |  |        |           |



PACKET: 03737 COMBINED - 3/8/16

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 |
|---------|-------------------------|-----------|------------------|---|--------|--------|
| 01-0623 | LAWRENCE TITLE COMPANY  |           |                  |   |        |        |
|         |                         | I-022516  | 216-4653-960     | CLOSING CO TITLE RPT 26 WATER - BAUDHUIN  | 000000 | 150.00 |
|         |                         | I-022616A | 216-4653-960     | CLOSING CO TITLE RPT 3 SHINE - WHITE      | 000000 | 150.00 |
| 01-1496 | LAWRENCE CO. REGISTER O |           |                  |   |        |        |
|         |                         | I-022516  | 216-4653-960     | CLOSING CO REC FEES - 3 SHINE - WHITE     | 000000 | 150.00 |
|         |                         | I-022516A | 216-4653-960     | CLOSING CO REC FEES - 46 DENVER - BLOOM   | 000000 | 60.00  |
|         |                         | I-022516B | 216-4653-960     | CLOSING CO LOTUS LLC (PERCEVICH) 21 CHARL | 000000 | 120.00 |
| 01-2394 | GUNDERSON, PALMER, NELS |           |                  |   |        |        |
|         |                         | I-65860   | 216-4653-422     | PROFESSIONAL LEGAL SERVICES               | 000000 | 195.00 |
| 01-2857 | NEIGHBORHOOD LENDING SE |           |                  |   |        |        |
|         |                         | I-022516  | 216-4653-960     | CLOSING CO CREDIT RPTS LOTUS/BERG/BAUDHUI | 000000 | 95.10  |
|         |                         |           |                  | DEPARTMENT 653 REVOLVING LOAN             | TOTAL: | 920.10 |
|         |                         |           |                  | FUND 216 REVOLVING LOAN                   | TOTAL: | 920.10 |

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## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

PACKET: 03737 COMBINED - 3/8/16

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    |
|---------|-----------------------|---------|------------------|---|--------|-----------|
| 01-2994 | CHAMBERLIN ARCHITECTS |         |                  |   |        |           |
|         |                       | I-14    | 564-4192-422     | PROFESSIONAL DESIGN/LOWER MAIN PROJECT    | 000000 | 12,007.50 |
| 01-3875 | FMG ENGINEERING       |         |                  |   |        |           |
|         |                       | I-26939 | 564-4192-422     | PROFESSIONAL EVAL SVCS/LOWER MAIN PROJECT | 000000 | 7,088.50  |
|         |                       |         |                  | DEPARTMENT 192 PUBLIC BUILDING            | TOTAL: | 19,096.00 |
|         |                       |         |                  | FUND 564 LOWER MAIN VISITOR CENTER        | TOTAL: | 19,096.00 |

3/04/2016 9:09 AM  
 PACKET: 03737 COMBINED - 3/8/16  
 VENDOR SET: 01  
 FUND : 602 WATER FUND  
 DEPARTMENT: 330 WATER  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 21

BANK: FNBAP

| VENDOR               | NAME                    | ITEM #              | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT           |
|----------------------|-------------------------|---------------------|------------------|--|--------|------------------|
| 01-0433              | WELLMARK BLUE CROSS BLU | I-030116            | 602-4330-415     | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 2,845.53         |
| 01-0464              | TYLER TECHNOLOGIES, INC | I-025-147598        | 602-4330-422     | PROFESSIONAL MAINT LIC, PROJECTS/WATER       | 000000 | 134.82           |
| 01-0539              | LEAD-DEADWOOD SANITARY  | I-022916            | 602-4330-422     | PROFESSIONAL PUBLIC BLDGS.USAGE - MAR.       | 000000 | 656.69           |
|                      |                         | I-030116            | 602-4330-422     | PROFESSIONAL EQR & USAGE CHARGE - FEB        | 000000 | 23,957.92        |
| 01-0578              | TWIN CITY HARDWARE & LU | I-D338331           | 602-4330-425     | REPAIRS 1/8 SOLID FLT-AA BATTERY/WATER       | 000000 | 14.48            |
|                      |                         | I-D338439           | 602-4330-426     | SUPPLIES PINT PIPE CLEANER/WATER             | 000000 | 10.99            |
|                      |                         | I-E52696            | 602-4330-426     | SUPPLIES (4) PTFE TAPE/WATER                 | 000000 | 3.96             |
| 01-0684              | NORTHWEST PIPE FITTINGS | I-189263            | 602-4330-425     | REPAIRS MAIN VALVE REPAIR KIT/WATER          | 000000 | 487.19           |
| 01-1365              | SD PUBLIC HEALTH LAB    | I-10569915          | 602-4330-422     | PROFESSIONAL COLIFORM TESTING/WATER          | 000000 | 30.00            |
| 01-1409              | US POSTAL SERVICE       | I-022016-PERMIT#3   | 602-4330-422     | PROFESSIONAL FIRST-CLASS PRESORT             | 000000 | 225.00           |
| 01-1491              | RENNER, DONOVAN         | I-022416            | 602-4330-415     | GROUP INSURAN REIMBURSEMENT                  | 000000 | 254.71           |
| 01-3824              | GREEN, RON              | I-02-22-16 SD ENGIN | 602-4330-422     | PROFESSIONAL RENEW SD ENGINEER SOCIETY/WAT   | 000000 | 30.00            |
| 01-3877              | MUTUAL OF OMAHA         | I-000490331263      | 602-4330-415     | GROUP INSURAN LIFE INSURANCE                 | 000000 | 21.04            |
| 01-3963              | EMERGENCY COMMUNICATION | I-ECN-022328        | 602-4330-422     | PROFESSIONAL SERVICE PLAN - 1 YR - CODE RED  | 000000 | 214.28           |
| DEPARTMENT 330 WATER |                         |                     |                  |  |        | TOTAL: 28,886.61 |
| PUND 602 WATER FUND  |                         |                     |                  |  |        | TOTAL: 28,886.61 |

3/04/2016 9:09 AM

## REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 607 MT MORIAH CEMETERY OPERAT

DEPARTMENT: 580 MT. MORIAH

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR  | NAME                    | ITEM #              | G/L ACCOUNT NAME | DESCRIPTION    | CHECK#                         | AMOUNT        |
|---------|-------------------------|---------------------|------------------|----------------|--------------------------------|---------------|
| 01-0578 | TWIN CITY HARDWARE & LU |                     |                  |                |                                |               |
|         |                         | I-E54053            | 607-4580-425     | REPAIRS        | 60 LB CONCRETE MIX/MT MORIAH   | 000000 13.77  |
| 01-3156 | BRANDON INDUSTRIES INC. |                     |                  |                |                                |               |
|         |                         | I-121995            | 607-4580-425     | REPAIRS        | (2) FLUTED ALUMINUM POLES/PARK | 000000 530.00 |
| 01-3685 | BLACK HILLS SECURITY &  |                     |                  |                |                                |               |
|         |                         | I-R230106           | 607-4580-422     | PROFESSIONAL   | ALARM 3/1-5/31/16/MT MOR GIFT  | 000000 89.85  |
| 01-3838 | VAST BROADBAND          |                     |                  |                |                                |               |
|         |                         | I-02-16-16 PHONE MM | 607-4580-428     | UTILITIES      | 02/20-03/19/16 TELEPHONE/MT MO | 000000 39.33  |
|         |                         | I-02-18-16 PHONE MM | 607-4580-428     | UTILITIES      | 02/22-03/21/16 TELEPHONE/MT MO | 000000 39.33  |
|         |                         |                     |                  | DEPARTMENT 580 | MT. MORIAH                     | TOTAL: 712.28 |
|         |                         |                     |                  | FUND           | 607 MT MORIAH CEMETERY OPERAT  | TOTAL: 712.28 |

PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR                                       | NAME                    | ITEM #          | G/L ACCOUNT NAME | DESCRIPTION                                  | CHECK# | AMOUNT   |
|--|-------------------------|-----------------|------------------|--|--------|----------|
| 01-0433                                      | WELLMARK BLUE CROSS BLU | I-030116        | 610-4360-415     | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 2,400.09 |
| 01-0508                                      | GALLS, LLC              | I-4927170       | 610-4360-426     | SUPPLIES UNIFORM BOOTS - ORD.OFFICER         | 000000 | 198.94   |
| 01-1003                                      | VERIZON WIRELESS        | I-9760381324    | 610-4360-424     | RENTALS PHONE SERVICE - METERS               | 000000 | 40.01    |
| 01-2104                                      | INTEGRATED PARKING SOLU | I-5942          | 610-4360-426     | SUPPLIES SWIVEL BELT LOOP                    | 000000 | 44.88    |
| 01-3877                                      | MUTUAL OF OMAHA         | I-000490331263  | 610-4360-415     | GROUP INSURAN LIFE INSURANCE                 | 000000 | 14.85    |
| DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL: |                         |                 |                  |  |        | 2,698.77 |
| 01-0433                                      | WELLMARK BLUE CROSS BLU | I-030116        | 610-4361-415     | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 1,480.57 |
| 01-0578                                      | TWIN CITY HARDWARE & LU | I-E51268        | 610-4361-426     | SUPPLIES RAZOR BLADES, GLASS SCRAPER         | 000000 | 4.97     |
|  |                         | I-E51784        | 610-4361-426     | SUPPLIES 24" GALV, SLVR BINDING              | 000000 | 67.00    |
|  |                         | I-E51979        | 610-4361-426     | SUPPLIES FASTENERS, NAILS                    | 000000 | 9.49     |
|  |                         | I-E53635        | 610-4361-426     | SUPPLIES PLEXI GLASS, FASTENERS              | 000000 | 12.40    |
|  |                         | I-E54283        | 610-4361-426     | SUPPLIES VINEGAR                             | 000000 | 8.58     |
| 01-0600                                      | TRIPLE K TIRE & REPAIR  | I-1-44098       | 610-4361-425     | REPAIRS REPLACE TIRE - TROLLEY               | 000000 | 467.97   |
|  |                         | I-1-44214       | 610-4361-425     | REPAIRS MOUNT NEW WHEELS                     | 000000 | 694.98   |
| 01-1348                                      | EDDIE'S TRUCK CENTER, I | I-R201006927:01 | 610-4361-425     | REPAIRS ALTERNATOR, LABOR                    | 000000 | 1,461.75 |
|  |                         | I-X201017937:01 | 610-4361-426     | SUPPLIES OIL FILTER, GASKET, O RING, FREIG   | 000000 | 128.77   |
|  |                         | I-X201018416:01 | 610-4361-426     | SUPPLIES SWITCHES                            | 000000 | 42.74    |
| 01-1503                                      | BLACK HILLS SPECIAL SER | I-3695          | 610-4361-422     | PROFESSIONAL TROLLEY CLEANING - JANUARY      | 000000 | 1,530.00 |
| 01-1543                                      | ZEP SALES & SERVICE     | I-9002100907    | 610-4361-426     | SUPPLIES ZEP SPREE, ZEP VOC, BRAKE WASH      | 000000 | 225.48   |
|  |                         | I-9002107875    | 610-4361-426     | SUPPLIES ZEP SPREE                           | 000000 | 44.52    |
| 01-1626                                      | SERVALL UNIFORM AND LIN | I-2384340       | 610-4361-426     | SUPPLIES TOWELS & MATS                       | 000000 | 70.35    |
|  |                         | I-2387379       | 610-4361-426     | SUPPLIES TOWELS & MATS                       | 000000 | 79.55    |
|  |                         | I-2390376       | 610-4361-426     | SUPPLIES TOWELS & MATS                       | 000000 | 70.35    |
|  |                         | I-2393362       | 610-4361-426     | SUPPLIES TOWELS & MATS                       | 000000 | 79.55    |

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BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR  | NAME                    | ITEM #         | G/L ACCOUNT NAME | DESCRIPTION    | CHECK#                         | AMOUNT           |
|---------|-------------------------|----------------|------------------|----------------|--------------------------------|------------------|
| 01-1626 | SERVALL UNIFORM AND LIN | continued      |                  |                |                                |                  |
|         |                         | I-2396392      | 610-4361-426     | SUPPLIES       | TOWELS & MATS                  | 000000 70.35     |
| 01-2074 | CHADAMS                 |                |                  |                |                                |                  |
|         |                         | I-3425         | 610-4361-425     | REPAIRS        | TOWING FEE - TROLLEY           | 000000 200.00    |
| 01-2174 | SPECIALTY VEHICLES      |                |                  |                |                                |                  |
|         |                         | I-6802         | 610-4361-426     | SUPPLIES       | STOP LAMP SWITCH               | 000000 197.09    |
|         |                         | I-6808         | 610-4361-426     | SUPPLIES       | INTERLOCK SHIFT SOLENOID       | 000000 206.87    |
| 01-2820 | RADIO ENGINEERING INDUS |                |                  |                |                                |                  |
|         |                         | I-392509       | 610-4361-426     | SUPPLIES       | CAMERA SYSTEM                  | 000000 1,565.95  |
| 01-3526 | HEAVENLY REPAIRS LLC/TO |                |                  |                |                                |                  |
|         |                         | I-2182016-1    | 610-4361-426     | SUPPLIES       | TOWING TROLLEY TO RC (EDDIE'S) | 000000 635.50    |
| 01-3571 | KRUZEL, TOM             |                |                  |                |                                |                  |
|         |                         | I-022216       | 610-4361-426     | SUPPLIES       | REIMBSMT-WHEEL SIMULATORS/TROL | 000000 239.97    |
| 01-3641 | ALL AROUND AUTO, LLC    |                |                  |                |                                |                  |
|         |                         | C-314150       | 610-4361-426     | SUPPLIES       | RTN OF SAFETY MASK CARTRIDGE   | 000000 27.09-    |
|         |                         | I-313743       | 610-4361-426     | SUPPLIES       | SAFETY MASK CARTRIDGE          | 000000 27.09     |
|         |                         | I-314010       | 610-4361-426     | SUPPLIES       | WHEEL NUT - TROLLEY            | 000000 42.50     |
| 01-3706 | STURGIS AUTO PARTS, INC |                |                  |                |                                |                  |
|         |                         | I-157887       | 610-4361-426     | SUPPLIES       | WHEEL STUD                     | 000000 64.02     |
| 01-3877 | MUTUAL OF OMAHA         |                |                  |                |                                |                  |
|         |                         | I-000490331263 | 610-4361-415     | GROUP INSURAN  | LIFE INSURANCE                 | 000000 9.90      |
| 01-3963 | EMERGENCY COMMUNICATION |                |                  |                |                                |                  |
|         |                         | I-ECN-022328   | 610-4361-422     | PROFESSIONAL   | SERVICE PLAN - 1 YR - CODE RED | 000000 214.28    |
|         |                         |                |                  | DEPARTMENT 361 | TROLLEY DEPARTMENT             | TOTAL: 9,925.45  |
|         |                         |                |                  | FUND           | 610 PARKING/TRANSPORTATION     | TOTAL: 12,624.22 |



| VENDOR  | NAME                    | ITEM #               | G/L ACCOUNT NAME | DESCRIPTION    | CHECK#                         | AMOUNT |          |
|---------|-------------------------|----------------------|------------------|----------------|--------------------------------|--------|----------|
| =====   |                         |                      |                  |                |                                |        |          |
| 01-0429 | BLACK HILLS POWER & LIG |                      |                  |                |                                |        |          |
|         |                         | I-02-24-16 POWERBILL | 611-4362-428     | UTILITIES      | BROADWAY PARKING RAMP          | 000000 | 2,216.89 |
| 01-0966 | PETTY CASH-FINANCE OFFI |                      |                  |                |                                |        |          |
|         |                         | I-030216             | 611-4362-426     | SUPPLIES       | REIMBS.PETTY CASH- BDWY SUPPLY | 000000 | 19.68    |
| 01-1507 | GENE'S LOCK SHOP        |                      |                  |                |                                |        |          |
|         |                         | I-6573               | 611-4362-426     | SUPPLIES       | SAFE FOR PARKING RAMP          | 000000 | 319.98   |
| 01-3838 | VAST BROADBAND          |                      |                  |                |                                |        |          |
|         |                         | I-02-14-16 PHONE RAM | 611-4362-428     | UTILITIES      | 02/19-03/18/16 TELEPHONE/RAMP  | 000000 | 145.49   |
|         |                         |                      |                  |                |                                |        |          |
|         |                         |                      |                  | DEPARTMENT 362 | MAIN STREET RAMP               | TOTAL: | 2,702.04 |
| -----   |                         |                      |                  |                |                                |        |          |
|         |                         |                      |                  | FUND           | 611 MAIN STREET RAMP           | TOTAL: | 2,702.04 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 26

PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 700 5th GRADE DARE FUND

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR                                 | NAME                    | ITEM #  | G/L ACCOUNT NAME | DESCRIPTION | CHECK#                                | AMOUNT |
|--|-------------------------|---------|------------------|-------------|---------------------------------------|--------|
| 01-2685                                | CREATIVE PRODUCT SOURCI | I-91660 | 700-4000-429     | OTHER       | 5TH DARE T-SHIRTS,HATS,PILLOWS 000000 | 606.04 |
| DEPARTMENT 000 NON-DEPARTMENTAL TOTAL: |                         |         |                  |             |                                       | 606.04 |
| FUND 700 5th GRADE DARE FUND TOTAL:    |                         |         |                  |             |                                       | 606.04 |

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## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 27

PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNEAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR  | NAME                | ITEM #       | G/L ACCOUNT NAME | DESCRIPTION                               | CHECK#               | AMOUNT   |
|---------|---------------------|--------------|------------------|---|----------------------|----------|
| =====   |                     |              |                  |   |                      |          |
| 01-0585 | SD DEPT. OF REVENUE |              |                  |   |                      |          |
|         |                     | I-FEB-030716 | 722-2190         | AMOUNTS HELD SALES TAX FOR FEB. '16       | 000000               | 2,531.60 |
| 01-3965 | HAND, TONA          |              |                  |   |                      |          |
|         |                     | I-030216     | 722-2190         | AMOUNTS HELD REFUND - PARTY ROOM/REC CNTR | 000000               | 3.68     |
|         |                     |              |                  |   |                      |          |
|         |                     |              |                  | DEPARTMENT                                | NON-DEPARTMENTAL     | TOTAL:   |
|         |                     |              |                  |   |                      | 2,535.28 |
| -----   |                     |              |                  |   |                      |          |
|         |                     |              |                  | FUND                                      | 722 SALES TAX AGENCY | TOTAL:   |
|         |                     |              |                  |   |                      | 2,535.28 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 28

PACKET: 03737 COMBINED - 3/8/16

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR  | NAME                  | ITEM #   | G/L ACCOUNT NAME | DESCRIPTION                           | CHECK#              | AMOUNT     |
|---------|-----------------------|----------|------------------|---------------------------------------|---------------------|------------|
| 01-3362 | FIRST INTERSTATE BANK |          |                  |                                       |                     |            |
|         |                       | I-020116 | 725-4000-429     | OTHER EXPENSE TIF PAYMENT - STAGE RUN | 000000              | 756.34     |
|         |                       |          |                  | DEPARTMENT 000 NON-DEPARTMENTAL       | TOTAL:              | 756.34     |
|         |                       |          |                  | FUND 725 TIF #8 DEADWOOD STAGE RUN    | TOTAL:              | 756.34     |
|         |                       |          |                  |                                       | REPORT GRAND TOTAL: | 345,312.24 |

February 26, 2016

3-7-16  
SA

Deadwood City Hall  
102 Sherman Street  
Deadwood, SD 57732

To the mayor and commissioners,

We would like to express our appreciation to John Tridle, director of the Deadwood Recreation and Aquatics Center, and his staff, for getting the Deadwood facility enrolled in the Medica "Silver and Fit" program.

The "Silver and Fit" program is a benefit of the Medica Health Insurance Company which pays for rec center passes for senior citizens who have one of its Medicare supplemental health plans to encourage them to exercise and maintain a healthy life-style.

John took it upon himself to make the contacts, meet with the Medica representative and do the paperwork to get the Deadwood Recreation and Aquatics Center certified to be in the "Silver and Fit" program. Since February 1 almost 15 Medica policy holders have signed up at the Rec center for the ongoing program.

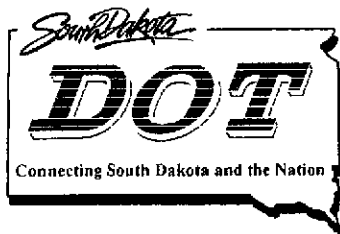
We thank John for his efforts and feel he should be acknowledged for going above and beyond to make the Rec Center an outstanding facility for a small town like Deadwood.

Thank you,

Bruce and Mary Ann Oberlander and all the "Silver and Fit" program enrollees

cc: John Tridle, Deadwood Recreation and Aquatics Center

3-7-16  
6A



## Department of Transportation

Division of Planning & Engineering

Office of Local Government Assistance

700 East Broadway Avenue

Pierre, South Dakota 57501-2586

OFFICE: 605/773-3390

FAX: 605/773-4870

**TO:** CITY OF DEADWOOD ENGINEER or FINANCE OFFICER

**FROM:** Cody Axlund  
Bridge Inspection Engineer

**DATE:** February 16, 2016

**RE:** BRIDGE INSPECTIONS (2016)

Dear City Official:

Attached to this memorandum is the consultant selection resolution and a computer printout of the bridges in your City that are due to be inspected during the calendar year 2016. Please review it carefully and make any comments regarding a change in status of any structure that may have been or is scheduled to be **CLOSED, REMOVED, REPLACED WITH A NEW STRUCTURE, OR REPLACED WITH A PIPE** since the last inspection. These comments may be shown on the computer printout. Please return the resolution and your changes or comments to this office by **March 4th, 2016**. Your careful attention to this list will help reduce unnecessary inspection expenses.

The U.S. Federal Highway Administration requires the initial inspection of all bridges and the reinspection at intervals not to exceed two years (Title 23, Section 151, *United States Code* and Title 23, Part 650, Subpart C, *Code of Federal Regulations*) with the exception of reinforced concrete box culverts (RCBC) that meet specific criteria. These culverts are reinspected at intervals not to exceed four years. Any government jurisdiction failing to comply with the posting and reinspection requirements of the National Bridge Inspection Standards (NBIS) Program may lose its eligibility for Federal transportation dollars.

Most South Dakota Cities have done a commendable job in initiating and following through on bridge inspections and postings.

The NBIS Program requires all structures over 20 feet in length be inspected every two years (or four years for specific RCBC) by a qualified inspector. To accomplish the inspections in your City during 2016, the following three approaches are open to you:

1. Hire a consulting engineer to inspect the bridges due for inspection and pay for these services utilizing 100% City funds;
2. Follow the prescribed South Dakota Department of Transportation (SDDOT) procedures for Consultant Selection of Engineering Services, hire the consultant of your choice and qualify for 80% Federal reimbursement participation in the cost of the inspections; or

3. Utilize one of the twenty-two (22) consulting firms listed on Attachment A that are under retainer contract with the SDDOT and pay 20% of the costs with City funds. The procedures to implement this step are detailed below.

Federal Bridge Replacement Funds can be utilized to hire qualified engineering firms to perform these inspections. However, Federal regulations define specific steps, including requests for proposals, evaluation committees, competitive negotiations, etc., which must be followed when using Federal funds. In an effort to assist Cities in securing Federal funds for bridge inspections, SDDOT has undertaken competitive negotiations with several consulting engineering firms. Twenty-two firms have been qualified to sign retainer agreements with SDDOT. Services performed under these retainer agreements are eligible for Federal participation.

If the City would like to utilize these firms under SDDOT retainer contracts, then the City should take the following steps:

1. The City should indicate the firm it wishes to employ in a resolution to SDDOT (copy attached) pledging to provide the local match required to obtain Federal Bridge Replacement funds.
2. SDDOT will initiate an agreement work order with the consulting engineering firm that you have selected for their execution. The consultant then forwards the three (3) original, fully executed, work orders to you for your signature. You will forward the three original, signed, work orders to this office for signature. One original will be returned to you, one original is returned to the consultant, and one original is kept on file at SDDOT.

The work order indicates the location and types of structures to be inspected in your City. It also shows estimated travel, per diem, and other costs related to the inspection. The summation of all these costs will be the basis for the maximum limiting amount of the work order.

3. If the City does not concur with the work order, it can request SDDOT to contract with another firm under retainer.
4. SDDOT will then issue a *Notice to Proceed* to the consulting engineering firm with a copy sent to the City. SDDOT will bill the City for its local match as the consultant completes its unit work products.

Cities are under no obligation to use the twenty-two consulting engineering firms under SDDOT retainer agreements. Cities can still obtain Federal funds by conducting SDDOT approved competitive negotiations with other engineering firms or by using 100% City funds to pay for engineering services. SDDOT is offering these firms under retainer agreement to the Cities as a relatively quick way to get bridge inspections underway and still meet Federal requirements for competitive negotiations.

Please note that once again this year the consultants will be required to keep a ledger of their time and expenses for their inspection services. They will be reimbursed at a cost plus fixed fee rate for these services, similar to their reimbursement for design services. The flat rate per structure by structure type is no longer being used.

If you have any questions, please call me at (605) 773-3390.

**ATTACHMENT A**

**2016 CONSULTING ENGINEERING FIRM SELECTION LIST**  
**FOR BRIDGE INSPECTIONS**

1. Aaron Swan & Associates – Pierre, SD
2. Aason Engineering Co., Inc. – Watertown, SD
3. Banner Associates, Inc. – Brookings and Sioux Falls, SD
4. Brosz Engineering, Inc. – Pierre, Sioux Falls and Sturgis, SD; Bowman, ND
5. Civil Design, Inc. – Brookings, SD
6. Clark Engineering Corporation – Aberdeen, Sioux Falls, and Watertown, SD
7. HDR, Inc. – Sioux Falls, SD
8. Interstate Engineering, Inc. – Pierre and Spearfish, SD; Wahpeton and Mandan, ND
9. Johnson Engineering Company – Yankton, SD
10. Pierce & Harris Engineering Co. – Huron, SD
11. Sayre Associates, Inc. – Sioux Falls, SD
12. Ulteig Engineers, Inc. – Sioux Falls, SD; Fargo, ND
13. Collins Engineer, Inc – Chicago, IL
14. CTL Group – Chicago, IL
15. Fish & Associates – Middleton, WI
16. GeoTek Engineering & Testing Services, Inc. – Sioux Falls, SD
17. KPFF Consulting Engineers – Evanston, IL
18. Wiss, Janney, Elstner Associates, Inc. – Northbrook, Illinois
19. Short-Elliott-Hendrickson Incorporated – Sioux Falls, SD
20. Infrastructure Design Group – Sioux Falls, SD
21. LDH Engineering – Lennox, SD
22. AECOM Technical Services – Chicago, IL



| Bridge ID | County      | Owner | Location               | Next insp             | Insp freq | Open, Posted, Closed | Length (meters) | Built | Material              | Design             |
|-----------|-------------|-------|------------------------|-----------------------|-----------|----------------------|-----------------|-------|-----------------------|--------------------|
| 41157166  | 41 LAWRENCE | 3     | TIMM LN - DEADWOOD     | 8/20/2016 12:00:00 AM | 24        | P                    | 12.8016         | 1901  | 3 Steel               | 02 Stringer/Girder |
| 41158162  | 41 LAWRENCE | 3     | CHARLES ST - DEADWOOD  | 8/20/2016 12:00:00 AM | 24        | A                    | 13.716          | 1994  | 2 Concrete Continuous | 07 Frame           |
| 41164153  | 41 LAWRENCE | 3     | McKINLEY ST - DEADWOOD | 8/20/2016 12:00:00 AM | 24        | A                    | 12.496          | 1990  | 1 Concrete            | 07 Frame           |
| 41166151  | 41 LAWRENCE | 3     | RODED ENTR. - DEADWOOD | 8/20/2016 12:00:00 AM | 24        | A                    | 12.588          | 1986  | 1 Concrete            | 07 Frame           |

**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, at Deadwood, South Dakota.

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

ATTEST:

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

3-7-14  
6 D

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND**  
**BLACK HILLS ASPHALT, LLC**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and BLACK HILLS ASPHALT, LLC, with its principal place of business located at P.O. Box 43, Spearfish, South Dakota 57783, hereinafter referred to as "BLACK HILLS ASPHALT;"

**WHEREAS**, BLACK HILLS ASPHALT; has agreed to perform specific tasks concerning asphalt maintenance and painting parking strips at the parking lot located at the Interpretive Center and the parking lot located at Miller Street, City of Deadwood, South Dakota, for a total sum not to exceed Fifteen Thousand Five Hundred Thirty-eight and 80/100ths dollars (\$15,538.80); and

**WHEREAS**, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which BLACK HILLS ASPHALT shall perform the services concerning asphalt maintenance and repair and the painting of parking strips for the parking lot located at the Interpretive Center and the parking lot located at Miller Street in the City of Deadwood; and

**WHEREAS**, the CITY has accepted the proposal from BLACK HILLS ASPHALT 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. BLACK HILLS ASPHALT shall clean and fill asphalt cracks totaling approximately 680 linear feet of the Interpretive Center parking lot. Crack repair is for cracks in asphalt only and not in concrete or between concrete and asphalt;
3. BLACK HILLS ASPHALT shall clean, prepare and apply two coats of sealant to

approximately 24,000 square feet of asphalt of the Interpretive Center parking lot.

4. BLACK HILLS ASPHALT shall paint parking strips at the Interpretive Center parking lot, including strips on the concrete pad;
5. BLACK HILLS ASPHALT shall clean and fill asphalt cracks totaling approximately 900 linear feet of the Miller Street parking lot. Crack repair is for cracks in asphalt only and not in concrete or between concrete and asphalt;
6. BLACK HILLS ASPHALT shall clean, prepare and apply two coats of sealant to approximately 43,700 square feet of asphalt of the Miller Street parking lot.
7. BLACK HILLS ASPHALT shall paint parking strips at the Miller Street parking lot, including strips on the concrete pad;
8. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
9. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
10. BLACK HILLS ASPHALT shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
11. BLACK HILLS ASPHALT 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 BLACK HILLS ASPHALT in connection with this agreement or services performed or materials provided pursuant to this contract;
12. No further changes to this Agreement will be approved by the CITY, unless approved in writing by both parties;
13. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to BLACK HILLS ASPHALT;
14. BLACK HILLS ASPHALT shall be paid in an amount not to exceed Fifteen Thousand Five Hundred Thirty-eight and 80/100ths dollars (\$15,538.80), for work completed unless change orders are agreed upon in writing by both parties;
15. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or

implied

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

CITY OF DEADWOOD

ATTEST:

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

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

BLACK HILLS ASPHALT, LLC.

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

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer,  
personally appeared \_\_\_\_\_, known to me to be the  
\_\_\_\_\_ of BLACK HILLS ASPHALT LLC whose name is subscribed to  
the foregoing instrument and acknowledged that they executed the same for the purposes therein  
contained.

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

(SEAL)

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

3/7/16

6E

10-11-13. Composition of local boards of equalization--Time and place of annual meeting. The board of supervisors of each township and the governing body of each incorporated municipality, together with a member of the school board or school boards whose district comprises all or a part of the township or municipality, shall meet on the third Monday of March for the purpose of equalizing the assessment of property in each township or municipality. The meeting shall be held at the office of the municipal clerk or finance officer, the office of the township clerk, or the location established pursuant to § 8-3-1 by the township board. The equalization board shall immediately ascertain whether all taxable property in the respective township or municipality has been properly placed upon the assessment roll and has been duly valued by the director of equalization.

**Source:** SL 1890, ch 37, Art X, §§ 3 to 5; SL 1897, ch 28, § 36; RPolC 1903, §§ 1261 to 1263, 2098; SL 1905, ch 39; SL 1913, ch 119, §§ 80 to 82; RC 1919, § 6724; SL 1937, ch 240, § 2; SDC 1939, § 57.0401; SL 1949, ch 408, § 1; SL 1951, ch 437; SL 1953, ch 459; SL 1969, ch 262, § 6; SL 1976, ch 91, § 45; SL 1977, ch 89, § 2; SL 1979, ch 66, § 6; SL 1985, ch 73; SL 1989, ch 82, § 41; SL 1992, ch 82, § 1; SL 1993, ch 86, § 4; SL 2010, ch 48, § 1.

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## **ECONOMIC DEVELOPMENT**

**DEADWOOD • LEAD • CENTRAL CITY**

3-7-16  
LF

February 22, 2016

City of Deadwood  
Finance Office  
Attn: Mary Jo Nelson  
Deadwood City Hall  
102 Sherman St.  
Deadwood, SD 57732

Dear Ms. Nelson:

On behalf of the Deadwood- Lead Economic Development Corporation (DLEDC), I would like to request the funds in the amount of \$48,000.00 awarded from the City of Deadwood 2016 budget to the DLEDC.

I have enclosed a 2015 Annual Report of the role DL Economic Development has played in the progress in the region through the organizations 2015 initiatives. DLEDC continues to review and develop as an organization and promote the City of Deadwood as a great place to work, live, & play. We wish to express our thanks to the City of Deadwood for your continued support of the Deadwood-Lead Economic Development Corporation and economic development in the region.

Sincerely,

A handwritten signature in cursive script that reads "Lori Frederick".

Lori Frederick  
Executive Director  
Deadwood-Lead Economic Development Corp.



# **ECONOMIC DEVELOPMENT**

**DEADWOOD • LEAD • CENTRAL CITY**

## **2015 ANNUAL REPORT**

---

DL Economic Development Corporation Annual Report for the Deadwood, Lead, & Central City region.

**DLED Corporation:** DLED has committed to expanding its services and assistance to the area through various initiatives and development of the organization.

- **Committee Development:** Three new committees were created to achieve DLED goals:
  - **Marketing-** The purpose of this committee is to focus on the brand/ image of DLED.
    - **Logo:** A new logo was approved and implemented as part of the branding process of the organization.
    - **Website:** We are developing a new website to assist/ facilitate with the DLED goal to retain, recruit, and develop businesses in the region. Expected launch: March 2016
  - **Business Retention & Expansion-Purpose:** To develop and implement a program in support of business retention and expansion of existing businesses.
  - **Business recruitment and development-** To develop and implement a program to recruit and develop new businesses into the region. Business development includes providing educational opportunities for current businesses to improve their business.
- **Executive Director Professional Development:**
  - Attended the **Heartland ED Course**. The Heartland Economic Development Course (HEDC) offers intensive training in the basic concepts, information, methods, and strategies of local economic development.
  - **EDFP Certification:** Achieved the Economic Development Finance Professional (EDFP) certification through the National Development Council (NDC). The NDC courses provide individuals working in the field of economic development with training in credit analysis, real estate financing, loan packaging, deal structuring and negotiating, and the creation and implementation of development programs. Each of the four courses are five days in length and end with a written review that must be passed before a certification candidate is allowed to continue in the EDFP program. When a candidate has completed the entire four-week series, a comprehensive examination is given.

### **Business Recruitment and Development:**

- **Location selection:** DLED has worked closely with businesses in locating suitable office & retail space to relocate to the Deadwood/ Lead area.
- **Research materials:** Provided demographic information, traffic counts, and other pertinent business statistics to property owners to assist in recruitment of tenants to their facilities.
- **Dakota Rising:** Assisted Les Bellet, Twin City Hardware to apply and ultimately be selected as a Dakota Rising Fellow.



- Development through Education:
  - Lunch 'n Learn: "Marketing your business during road construction"- worked with Jessica Stori, Project Solutions to present a workshop to Deadwood & Lead businesses affected by the road construction.
  - Hospitality Workshop: Secured grant with the Deadwood Chamber and Lead Chamber to offer hospitality workshop featuring: Malcom Chapman.

#### **Business Retention & Expansion:**

DLED has provided funding and technical support to seven businesses in the region to assist in the purchase of businesses poised to discontinue operations or to assist in expansion of current businesses.

**Total Investments/ Loans:** \$566,375.00 in the Lead/ Deadwood area.

This investment has resulted in the retention and creation of 18 FT jobs and 14 PT jobs.

#### **Housing:**

- Secured grants for the City of Lead and City of Deadwood in the total amount of \$6,250.00 for the completion of a housing study for the area. Expected completion date: March 2016

#### **Community Engagement/ Business Promotion:**

- Business Groups: Attend LAB 4 Lead, Deadwood Business Club, and Deadwood Revitalization meetings to understand/ keep apprised of issues and projects local business persons are concerned about and developing.
- Regional Development: Promote the region through the Black Hills Business Council, Rushmore Region Alliance, and Dakota Rising.
- Welcome Packages: Worked with area businesses and Chambers to provide Welcome Packages & local business information to the returning alumni for the Lead HS reunion.
- Window Decorating: Facilitated and completed the window decorating of empty properties on Lead Main Street. One window supports the students of Lead-Deadwood Schools. The second window supports local businesses. Each window includes information regarding DLED and opportunity to rent/ buy the properties and start businesses.
- End of Construction Street Party: Lead: Facilitated the street party that celebrated the completion of the road construction on Main Street Lead.

3-7-16  
66

Prepared by: Brad Krush  
Black Hills Energy  
1251 Otter Rd.  
Sturgis, SD 57785  
605-206-2967

**WR#568849**

**ELECTRIC EASEMENT-UNDERGROUND**

This **EASEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Deadwood**, "GRANTOR", and **Black Hills Power Inc.**, "GRANTEE".

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electrical power system consisting of buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and associated equipment, , together with the power to extend to any communications company the right to use any trench placed pursuant to the provisions hereof, upon, and across that certain piece of real estate hereinafter described, together with the right to cut, trim, remove or control by other means from said right-of-way any brush, trees, stumps, roots or other vegetation where necessary to secure a clearance from the conductors of at least 5 feet on either side of the power line. This easement shall run with the land. The centerline of the power line as constructed is the centerline of the easement.

The real estate above referred to is specifically described and/or depicted as follows: **SEE EXHIBIT "A"**

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety, operation or maintenance of said lines, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first written above.

\_\_\_\_\_  
Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF South Dakota:

SS

COUNTY OF Lawrence:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came \_\_\_\_\_, the \_\_\_\_\_ of the **City of Deadwood**, and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

WITNESS my hand and official seal at \_\_\_\_\_, in said county and state, the date aforesaid.

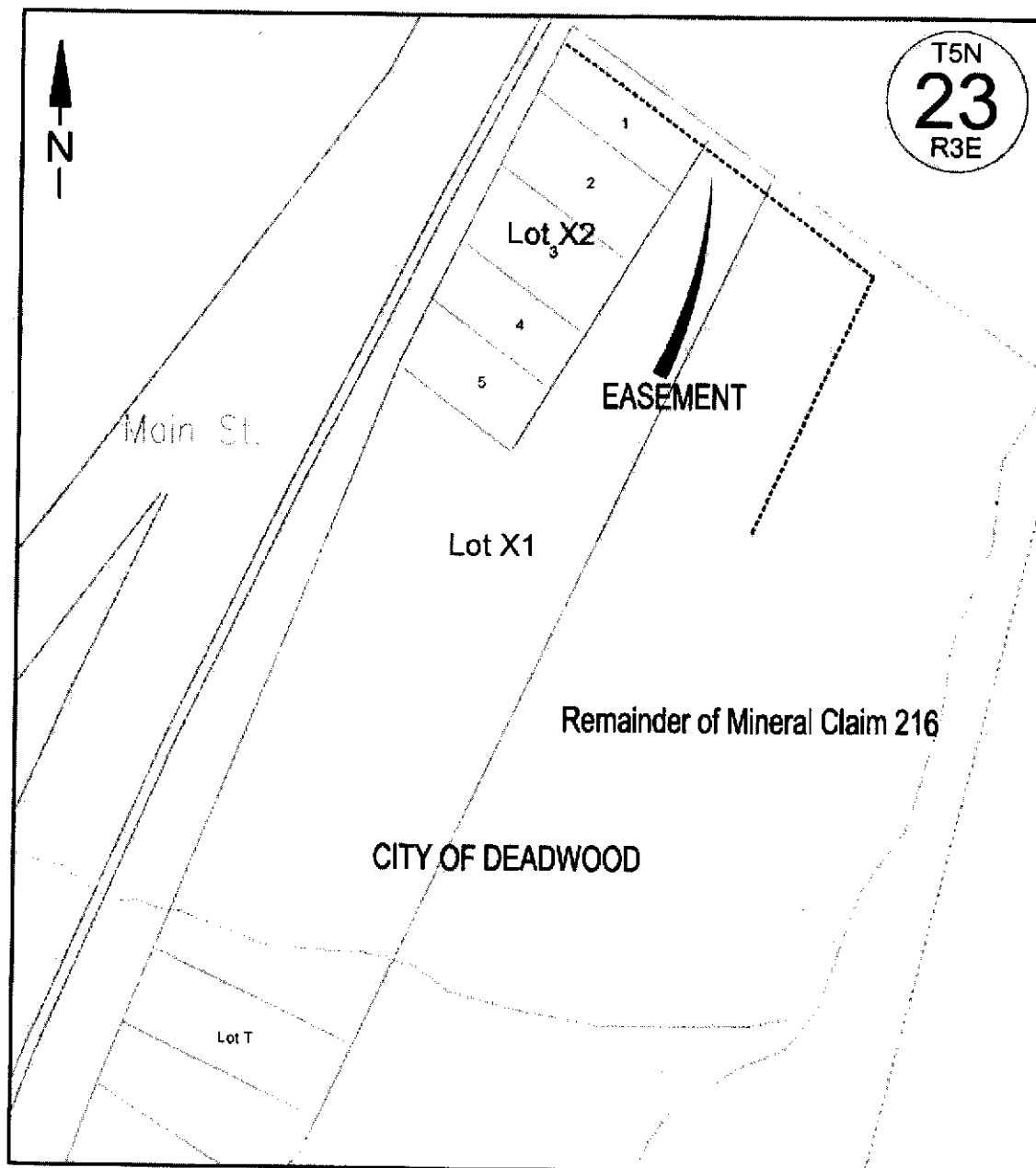
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
(SEAL)

## EXHIBIT "A"

The real estate referred to is specifically described as follows:

Lot X1 in Amended Mineral Claim No. 216 and Lot X2 in Lots 1-5, Block 8, Roger's Plat of Deadwood, and the Remainder of Mineral Claim 216, T5N, R3E, Section 23 Lawrence County, BHM, South Dakota.



NOTE: The centerline of the powerline as constructed is the centerline of the easement.

3-7-16  
6 I

**Adaptive Swim Contract**  
**Deadwood Recreation Center and Lead-Deadwood School District #40-1**

This is an agreement effective the 7th day of March 2016 and ending March 22, 2017 by and between the Lead-Deadwood School District #40-1, hereinafter referred to as School and the Deadwood Recreation Center, hereinafter referred to as the Deadwood Rec Center, to provide services for the adaptive swim class.

Whereas the School and the Deadwood Rec Center are desirous of entering into an agreement here the School shall contract for use of the swimming pool facility owned by the Deadwood Rec Center, now therefore, it is mutually understood by the between parties hereto as follows:

**Section 1:**

In consideration for the sum of \$2,340.00 for 117 hours of availability of the pool at \$20.00 per hour for the year commencing on March 22, 2016 and ending March 22, 2017. School agrees to pay the total sum of \$2,340.00 before May 20, 2016. School also agrees the pool will not be used more than 4 hours a week between June 1, 2016 and August 31, 2016 and three hours per week between September 1, 2016 and March 11, 2017. This amounts to no more than 52 hours per summer session and 118 hours for the school session.

**Section 2:**

The Deadwood Rec Center agrees to maintain the pool in a safe and usable condition. It is agreed between the parties that in the event the pool should become unsafe, inaccessible, unusable, or inoperable, through no fault of the second party, the Deadwood Rec Center shall not be held liable for any damages to School. This agreement is devisable, and consideration will be prorated in the event the pool should become unusable for any reason.

**Section 3:**

The School agrees to indemnify and hold the Deadwood Rec Center harmless from any and all liabilities, claims, demands, actions, or causes of action in any way arising out of the School's and those associated with the School, use of the pool and its accompanying facilities.

**Section 4:**

The School releases the Deadwood Rec Center from any supervisory obligations and agrees to be completely responsible for the safety and health of all persons using the pool facilities under this agreement during set forth above. School agrees to be fully responsible for all damages, destruction, or any other loss resulting to Deadwood Rec Center as a result of the use of the pool facilities by School.

**Section 5:**

The School agrees to compensate the Deadwood Rec Center at a rate of \$20.00 per man-hour for any additional services requested in writing by the School in connection with the use of the pool facilities.

**Section 6:**

This agreement constitutes the entire agreement between the parties here to and pertaining to this matter and may not be modified or changed except by and expressed written agreement signed by both parties.

In witness whereof, the said parties do hereto subscribe their names:

CITY OF DEADWOOD

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

ATTEST:

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

LEAD-DEADWOOD SCHOOL DIST 40-1

By: \_\_\_\_\_  
Tim Madsen, School Board President

\_\_\_\_\_  
Margie Rantapaa, School Business Manager

3-7-16  
65

**ELEMENTARY  
SWIMMING POOL CONTRACT**

**THIS AGREEMENT** effective the 7th day of March, 2016, by and between the Lead-Deadwood School District #40-1, hereinafter referred to as **SCHOOL** and the City of Deadwood, hereinafter referred to as **CITY**.

**WHEREAS** the **SCHOOL** and the **CITY** are desirous of entering into an agreement where the **SCHOOL** shall contract for use of the swimming pool facility owned by the **CITY**, now therefore, it is mutually understood by and between parties hereto as follows:

**SECTION 1**

The **CITY** agrees to rent to the **SCHOOL** for its use as follows; availability for Elementary School swimming commencing on March 7, 2016 to May 19, 2016. **SCHOOL** agrees to pay the sum hereinafter described in Section 7, below, on or before June 1, 2016.

**SECTION 2**

**CITY** agrees to maintain the pool in a safe and usable condition. It is agreed between the parties that in the event the pool should become unsafe, inaccessible, unusable, or inoperable, through no fault of **CITY**, **CITY** shall not be held liable for any damages to School. This agreement is divisible, and consideration will be pro-rated in the event the pool should become unusable for any reason.

**SECTION 3**

**SCHOOL** agrees to indemnify and hold **CITY** harmless from any and all liabilities, claims, demands, actions or causes of action in any way arising out of **SCHOOL'S** use of the pool and its accompanying facilities.

**SECTION 4**

**SCHOOL** agrees to list **CITY** as an additional insured party with **SCHOOL'S** insurance carrier. **SCHOOL** also agrees to provide **CITY** with a certificate of said insurance showing **CITY** as additional insured. This certificate shall be provided to **CITY** before **SCHOOL'S** use shall commence.

**SECTION 5**

**SCHOOL** releases **CITY** from any supervisory obligation and agrees to be completely responsible for the safety and health of all persons using the pool facilities under this agreement during the term set forth above. **SCHOOL** agrees to be fully responsible for all damages, destruction or any other loss resulting to **CITY** as a result of the use of the pool facilities by **SCHOOL**.

**SECTION 6**

**CITY** agrees to furnish one (1) Certified Water Safety Instructor and two (2) Lifeguards-trained personnel for instruction during all hours the pool is designated for **SCHOOL'S** use.

#### **SECTION 7**

In addition to Section 1, **SCHOOL** agrees to compensate **CITY** the sum of One Thousand Five Hundred and No/100ths Dollars (\$1,500.00) for instruction of the Elementary swimming sessions for spring of 2016. **SCHOOL** agrees to pay said sum in accordance with Section 1, above.

#### **SECTION 8**

In addition to Section 1 and Section 7, **SCHOOL** agrees to compensate **CITY** at a rate of Eight Dollars and Fifty Cents (\$8.50) per staff hour for any additional services requested in writing by **SCHOOL** in connection with the use of the pool facilities.

#### **SECTION 9**

This agreement constitutes the entire agreement between the parties hereto and pertaining to this matter and may not be modified or changed except by an expressed written agreement signed by both parties.

**IN WITNESS WHEREOF**, the said parties do hereto subscribe their names and affix their seals:

#### **CITY OF DEADWOOD**

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

ATTEST:

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

#### **LEAD-DEADWOOD SCHOOL DISTRICT 40-1**

By: \_\_\_\_\_  
Tim Madsen, School Board President

ATTEST:

\_\_\_\_\_  
Margie Rantapaa, School Business Manager



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



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

## MEMORANDUM

3-7-16  
6/K

**Date:** February 25, 2016  
**To:** City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** ArcGIS Server Upgrade

The ArcGIS Server runs the Mt. Moriah web map on the Amazon Cloud. The server software is currently running on version 10.0. After December 31, 2015, ESRI no longer services or supports this version of the software. The software needs to be upgraded to 10.3.1. The Mt. Moriah web map is used quite heavily by researchers and visitors to Deadwood. It provides an online, interactive map showing names, date of death, date of births and locations of the individuals in the cemetery.

The work to update the server and convert the information over to the new software version will be completed offsite using remote logins by Ferber Engineering, Inc. A complete scope of their services is outlined in the attached proposal.

The estimated cost for completing the upgrade is \$3,000.00. The work will be completed on a time-and-materials basis in accordance with the schedule of charges and will not exceed the estimate without written authorization. It will come from the 2016 GIS budgeted line item.

**Recommended Motion:** *Approve the Historic Preservation Commission's recommendation to proceed with the ArcGIS Server Software upgrade to version 10.3.1 in the amount of \$3,000.00 from the GIS line item within the 2016 Historic Preservation budget.*



**Ferber  
Engineering  
Company, Inc.**

- Civil Engineering
- Water Resources
- Transportation
- Land Surveying

December 16, 2015

Mr. Bob Nelson Jr.  
City of Deadwood  
108 Sherman Street  
Deadwood, SD 57732

**RE: ArcGIS for Server Upgrade**

Dear Bob:

This proposal is in response to our conversation about the ArcGIS for Server software version that is currently running the Mt. Moriah web map in the Amazon Cloud. As I indicated last time we spoke, ArcGIS for Server version 10.0 is what is running the Mt. Moriah web map. Environmental Systems Research Institute (ESRI) is deprecating this version of the software after December 31, 2015, which means they will no longer be supporting it. Consequently, it was my recommendation that the ArcGIS for Server version be upgraded to 10.3.1. Per your request, we are proving this proposal for performing said upgrade.

Due to major changes in the software from version 10.0 forward, a simple update cannot be applied in place to upgrade the software and associated web map. As a result, a second server will need to be established and configured in the Amazon Cloud and the newest version of software (10.3.1) installed. Since the existing server will stay in place and run until the new one is configured and made ready for production, there will be a minimal amount of downtime for the site. The following tasks are included in our scope of work:

1. Download the current version of ArcGIS for Server
2. Download the current version of ArcGIS for Desktop
3. Spin up a new server in the Amazon Cloud
4. Configure the new server
5. Install the new versions of ArcGIS for Server and ArcGIS for Desktop
6. Check the operating system prerequisites
7. Determine the ArcGIS products and versions currently installed
8. Make backup copies of important configuration files
9. Create a list of client applications that use the server
10. Determine if there are any client applications that connect to ArcGIS Server using DCOM (ArcGIS Server Local) connections
11. Determine the URL format used by existing applications when connecting to ArcGIS Server
12. Make an inventory of existing services

13. Note the properties of services
14. Make an inventory of KML network links
15. Note the details of security configuration
16. Unregister server object extension libraries
17. Verify authorization and licensing information for upgraded version
18. Uninstall ArcGIS Server and other ArcGIS products
19. Install version 10.3.1 and create a site
20. Register data with the server
21. Publish services and configure properties
22. Rebuild and redeploy server object extensions
23. Install ArcGIS Web Adaptor
24. Define security store
25. Republish KML network links
26. Migrate and test web apps
27. Go live with new server
28. Decommission the old server

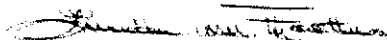
The work can be completed offsite by using remote logins. There will be an additional charge on your monthly Amazon Cloud bill for the time that we have two servers running during the upgrade.

#### **Fees**

Our estimated fee for completing the work described above is \$3,000.00. The work will be completed on a time-and-materials basis in accordance with our current schedule of charges and will not exceed the estimate stated above without written authorization from you. The 2016 schedule of charges is included as Exhibit A.

We look forward to working with you on this project. If you have any questions or believe that we have misunderstood the scope of work, please call.

Sincerely,  
FERBER ENGINEERING COMPANY, INC.



Linda M. Foster, PLS, GISP  
Project Manager

Enclosures: as noted



# Ferber Engineering Company, Inc.

Civil Engineering • Water Resources • Transportation • Land Surveying • GIS  
729 East Watertown St, Rapid City, SD 57701 ~ Phone: (605) 343-3311

## EXHIBIT A

### 2016 SCHEDULE OF CHARGES

| <u>EMPLOYEE CLASSIFICATION</u>                             | <u>HOURLY RATE</u> |
|--|--------------------|
| Principal Professional Engineer                            | \$130.00           |
| Principal Professional Engineer/Professional Land Surveyor | \$130.00           |
| GIS Professional/Professional Land Surveyor                | \$110.00           |
| Professional Engineer III                                  | \$110.00           |
| Professional Engineer II                                   | \$90.00            |
| Professional Engineer I                                    | \$85.00            |
| Graduate Engineer II                                       | \$80.00            |
| Graduate Engineer I  | \$75.00            |
| Senior Technician  | \$90.00            |
| Technician III   | \$75.00            |
| Technician II  | \$65.00            |
| Technician I   | \$55.00            |
| Drafter II   | \$75.00            |
| Drafter I  | \$65.00            |
| Administrative   | \$75.00            |
| Clerical   | \$55.00            |
| Mileage  | \$ 0.56            |

3-7-16  
6L



## MEMORANDUM OF AGREEMENT

This Agreement is made this 14<sup>th</sup> day of January, 2016 between City of Deadwood with an address of 108 Sherman Street, Deadwood, SD 57732 (hereinafter called "the Author," which expression shall, where the context admits, include the Author's executors, administrators and assigns, or successors in business as the case may be) and Arcadia Publishing, Inc., with principal offices at 420 Wando Park Boulevard, Mt. Pleasant, South Carolina 29464 (hereinafter called "the Publisher," which expression shall, where the context admits, include the Publisher's executors, administrators and assigns, or successors in business as the case may be).

Now therefor in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows concerning a work original to the Author and provisionally entitled: Images of America: *Deadwood's Mt. Moriah Cemetery* hereinafter called "the Work").

The Author hereby represents and warrants to the Publisher that the Author has full power to enter into this Agreement, and that the Author's Federal Tax Identification number or Social Security number (as applicable) is [REDACTED]. (The Publisher is required by law to provide the IRS with information relative to royalties paid to the Author, and therefor requires the Author's and/or Agent's Federal Tax Identification number or Social Security number.)

1. **License** In consideration of the payments described in Exhibit A attached hereto and entitled "Royalty and Rights Exhibit," which is hereby incorporated in this Agreement by reference (or, in the case of a royalty and commission free work, in consideration of the service of publication), the Author hereby grants to the Publisher the sole and exclusive right and license to print, reproduce, publish, sell, lease, display, transmit and to further license the Work, and revisions or derivative works, in all forms, including but not limited to, digital or electronic media and any other media not yet known or recognized, in all languages within the United States and in all other countries throughout the world for the full legal term of copyright in the United States and each other applicable jurisdiction, along with the ancillary rights specified in Exhibits A and B. During the term of this Agreement, the Author agrees not to prepare any work, or publish or authorize the publication of any work which may be an expansion or an abridgement of or of a nature similar to the Work, or that is likely to affect prejudicially the sales of the Work or to otherwise adversely affect the value of the rights granted to the Publisher hereunder.

2. **Acceptability of the Work** The Publisher's obligations under this Agreement, including without limitation its obligation to publish the Work and pay royalties, are subject to the Author's delivery of the Work in form and substance satisfactory to the Publisher in its sole reasonable discretion.

If the Work is delivered in a condition unacceptable to the Publisher, the Publisher will provide the Author with a written request outlining the requirements of an acceptable work and give the Author thirty (30) days to respond. If, after receiving such written notice, the Author fails to produce a satisfactory and acceptable final, revised Work, or if the revised Work produced by the Author after receipt of such written notice is nevertheless unacceptable by the Publisher, the Publisher may at its option terminate this Agreement.

3. **The Author's Duties in Creation of the Work** The Work shall be completed in strict accordance with Exhibit C entitled "Specification Exhibit," which is hereby incorporated in this Agreement by reference, and, subject to only those delays resulting from the Publisher's exercise of its rights described in Section 2 above, in strict accordance with Exhibit D entitled "Production Schedule Exhibit," which is hereby incorporated into this Agreement by reference.

The Author shall supply or bear the cost of supplying the Publisher with an index, tables, graphs, bibliography, acknowledgments entry, and other similar material for the Work, if in the opinion of the Publisher such material is desirable.

The Author shall undertake to read, check, and correct proofs of the Work and to return them to the Publisher within fourteen (14) days of their receipt, failing which the Publisher may consider the proofs as passed for press. The cost of all alterations and corrections made by the Author in the finished artwork and in proofs (other than the correction of artists', copy editors', and printers' errors) above five percent (5%) of the original cost of composition shall be borne by the Author. Should any charge arise under this clause the amount may be deducted from any sum which may become due under this Agreement. If because of the form of this Agreement there are no sums to become due, the

Author shall remit the sum due within sixty (60) days of receiving an invoice summarizing the costs.

**4. The Publisher's Duties in Publication of the Work** The Publisher shall publish the Work at its expense. The Publisher shall use all reasonable efforts to publish the Work (unless prevented by circumstances outside its control) within twelve (12) months of delivery of the complete Work ready for printing in form and substance acceptable to the Publisher.

While proper care will be taken of the Work, the Publisher shall not be responsible for any loss or damage to it while it is in the Publisher's possession or control, or in the course of production or in the course of shipment.

The photographs and illustrations supplied by the Author shall be returned to the Author. However, while reasonable care will be taken of the Work and the photographs and illustrations supplied by the Author, the Publisher shall not be responsible for any loss or damage to the illustrations while they are in the Publisher's possession or control, or in the course of production or in the course of shipment.

The Author agrees that the Publisher shall not be liable for any loss resulting to the Author from a destruction or other loss of any material delivered to the Publisher.

The Publisher undertakes that the name of the Author shall appear in its customary form with due prominence on the title-page, dust-jacket, or cover of every copy of the Work published by the Publisher and shall be in the name of the Author as supplied by the Author with the first year of publication or in such other form as may be required by law from time to time.

The Publisher undertakes that the copyright notice to be printed upon every copy of the Work on the title verso page shall be in the name of the Author as supplied by the Author with the year of first publication or in such other form as may be required by the law from time to time.

**5. Control of Publication and Sales** The paper, printing, binding, jackets or covers and embellishments, and jacket or cover design; the promotion; the manner and extent of advertisement; the number and distribution of free copies for the Press or otherwise; the reprinting, pricing, and terms of sale of the first and any subsequent edition of the Work issued by the Publisher shall be at the sole discretion of the Publisher, who shall in all respects, except as expressly herein provided, have the entire control of the publication of the Work and ancillary rights.

**6. Permission for Use of Incorporated Material** The Author acknowledges that, in light of the nature of the Work as a compilation of historic photographs, certain of the material to be incorporated into the Work will be subject to the copyright of others. The Author shall obtain all appropriate assignments or licenses from the copyright owner(s) of the photographs, pictures, diagrams, drawings, maps, and other material to be used in the Work, granting all rights necessary or desirable in connection with creation, publication, and exploitation of the Work, and any revisions, derivative works and portions thereof, and all rights licensed or granted hereunder. The Author agrees to pay all fees for the use of such material. If the Author fails to pay any necessary copyright fees, the Publisher may, at its option, pay said fees, in which case the Author shall promptly reimburse the Publisher, therefore. The Author shall provide evidence of written permission to use any copyrighted material not original to the Author promptly upon the Publisher's request.

**7. Representations; Covenants; Indemnification** The Author represents, warrants, covenants, and agrees as follows:

A. Except with respect to copyrighted material described in Section 6 hereof which the Author shall have obtained proper rights to use and to license to Publisher, the Author is and shall be the sole owner of the Work and all rights herein licensed to the Publisher; the Work is and will be original to the Author and has not previously been published in any form.

B. The Work shall in no way whatsoever violate or infringe any existing copyright or license or other proprietary right.

C. The Work shall contain nothing obscene, libelous, or defamatory, or otherwise contrary to law and all statements contained therein purporting to be facts shall be true.

The Author shall indemnify and hold harmless the Publisher, its officers, directors, employees, and agents from and against all actions, suits, proceedings, claims, demands, damages, losses, and expenses (including any attorneys' fees incurred and any amounts paid by the Publisher on the advice of its attorneys to compromise or settle any claim) caused by, resulting from, arising out of, or occurring in connection with any misrepresentation by the Author of, or breach by the Author of this Agreement or any of its provisions. The Publisher reserves the right to alter the Work in such a way as may appear to the Publisher appropriate for the purpose of removing any material which in the Publisher's opinion may be considered objectionable or likely to be actionable at law, but any such alteration or removal shall be without prejudice to and shall not affect the Author's indemnification obligations hereunder. The representations, warranties, covenants, and indemnities contained in this Section 7 shall survive expiration or termination of this Agreement.

Publisher agrees to indemnify and hold harmless Author and any of its officers, agents, and employees from and against all actions, suits, proceedings, claims, demands, damages, losses, and expenses (including any attorneys' fees incurred and any amounts paid by the Publisher on the advice of its attorneys to compromise or settle any claim) caused by, resulting from, arising out of, or occurring in connection with any misrepresentation by the Publisher of, or breach by the Publisher of this Agreement or any of its provisions. The representations, warranties, covenants, and indemnities contained in this Section 7 shall survive expiration or termination of this Agreement.

**8. Royalties: Accounting** The Publisher shall pay the royalties described in Exhibit A hereto with respect to the Work. The Publisher shall render semi-annual accounts of the sales of the Work and ancillary rights to the Author for the six (6) month periods ending the 31st of December and the 30th of June of each year following publication of the Work. The accounts of sales of the Work together with any sums that may become due shall be delivered to the Author and settled within three (3) months of the end of the immediately preceding accounting

period, provided however that no account need be submitted, unless specifically demanded, nor payment made, in respect of any period in which the sum due is less than thirty dollars (\$30.00), in which case the amount will be carried forward to the next accounting date. Should the Author be thirty (30) days or more in arrears of payment for books purchased from the Publisher, the Publisher may, at its discretion, deduct said payments from royalties due to the Author. Royalties shall be settled by way of Automated Clearing House (ACH) payments. The Author is responsible for providing the Publisher with the correct account details on the attached ACH authorization form. Furthermore, the Author is responsible for ensuring the Publisher is informed of any changes to account details.

The Author or the Author's authorized representative shall have the right upon written request to examine the records of account of the Publisher in so far as they relate to the sales and receipts in respect of the Work, which examination shall be at the cost of the Author unless errors in excess of five percent (5%) undercalculation of total royalties shall be found, in which case the cost shall be paid by the Publisher. Any such examination of the account of sales in respect of the Work shall be made under the supervision of the Chief Financial Officer or other designee of the Publisher. Unless the Publisher shall be responsible for the costs of the record examination as provided above, the Author shall promptly pay to the Publisher the expenses related to such supervision, which shall be deemed to be forty-five dollars (\$45.00) for every hour or part of an hour spent by the Publisher's designee in supervision of such an examination.

As a provision against sales of the Work during the first accounting period which may be returned to the Publisher for full credit during subsequent accounting periods, the Publisher shall be entitled to make a reserve against royalties for the first six month accounting period of the Work of a sum not exceeding thirty-five percent (35%) of the royalties deemed to be payable. Any such retention of royalties will be paid with interest at the prevailing bank rate for saving accounts at the Bank of America at the payment date of the second accounting period.

**9. Complimentary Copies of the Work; Purchases of the Work by the Author** The Publisher shall send to the Author on publication five (5) complimentary copies of the Work. The Author shall have the right to purchase further copies according to our current trade terms. Under the terms described in Exhibit A, with respect to the Work, the Publisher shall make to the Author payments in respect of all copies of the Work sold, with the general proviso that no royalties shall be paid on: a) copies sold to any party at cost or less; b) copies presented to the Author; c) copies presented in the interests of the sale of the Work or publicity for the Work; d) copies lost through theft, or damaged or destroyed by fire, water, earthquake, or otherwise; e) copies lost in the course of shipment; f) copies returned by retailers damaged or otherwise unsaleable; g) copies sold and later returned to the Publisher.

Copies of the Work shall not be resold by the Author to retail bookstores, pharmacies, grocery stores, gift stores, wholesale book distributors, book clubs, or libraries (unless specifically agreed otherwise by the Publisher in writing).

**10. Remainder Sales** If, at any time after a period of one year from the date of first publication, the Work shall in the opinion of the Publisher have ceased to have a remunerative sale, the Publisher shall be at liberty to dispose of any copies remaining on hand as a remainder or overstock. The Author shall be given a right of first refusal on any such disposal at the same price offered by the remainder or overstock dealer. The Author shall have a period of fourteen (14) days after receipt of notification from the Publisher to accept the offer and advise the Publisher in writing of the number of copies the Author will purchase, failing which the Publisher shall be entitled to dispose of all remaining copies of the Work.

**11. Appointment of Agent** The Author may authorize and empower an Agent to collect and receive all sums of money payable to the Author under the terms of this Agreement by notification to the Publisher in writing. The Author declares that the Agent's receipt to the Publisher or the Agent's acceptance of any sums of money paid by the Publisher shall be a good and valid discharge to all persons paying such monies to the Agent. The Agent shall be empowered to act in all matters arising out of this Agreement until cancellation of such authorization is received by the Publisher in writing.

**12. Registration and Trademarking** The Publisher may, at its option, register the copyright for the Work in the name of the Author with the United States Copyright Office as well as in countries other than the United States, whether or not such countries are parties to the Universal Copyright Convention. The Author agrees to supply free of charge to the Publisher any authorizations or other documents necessary to carry out these provisions, including all assignments or transfers of copyright for material heretofore copyrighted elsewhere.

The Author acknowledges that the Publisher owns all right, title and interest in the trademark rights in the mark IMAGES OF AMERICA and in the title of the Work (the "Trademarks"). The Author may not use the Trademarks without authorization from the Publisher and shall not object to, attack or contest, or otherwise interfere with the use or registration by the Publisher of the Trademarks and any variations thereof.

**13. Copyright Infringement** If the Publisher believes that the copyright or any other right in the Work granted to the Publisher by this Agreement is being or may be infringed, it may, at its own cost and expense, take such legal action in the Author's name, if necessary, as may be required to restrain such infringement or to seek damages therefore. The Publisher, however, shall not be liable to the Author for its failure to take such legal steps. If the Publisher does not bring such action within thirty (30) days after receipt of a written request from the Author to do so, the Author may do so in the name of the Author and at his own cost and expense. Any money damages recovered by either shall be applied first toward the repayment of the Author's and the Publisher's expenses of bringing and maintaining this action, and the balance shall be divided equally between the Author and the Publisher.

**14. Updating the Work** Not more frequently than every two years, the Author shall at the request of the Publisher provide information or materials that the Publisher considers necessary to keep the Work up to date and accurate. Should the Author be unable or fail to keep the

Work up to date, the Publisher may employ some other party of the Publisher's choosing to do so and may deduct the expenses thereof from any sums payable to the Author under the terms of this Agreement, and the Author shall be deemed to have waived any and all rights that the Author may otherwise have against the Publisher, any sublicensees and their directors, officers, employees, and agents arising out of or relating to any such updates or modifications.

**15. Discontinuance of Publication** The Work shall be considered in print if it is on sale under the Publisher's own imprint, or under the imprint of another publisher, or is under contract for publication. If, at any time after four (4) years from the date of publication the Publisher allows the Work to go out of print or off the market in all editions issued or authorized by the Publisher, and further if within twelve (12) months of having received a written request from the Author to do so the Publishers have not reprinted and placed on the market a new edition or authorized the same, then all licenses granted under this Agreement shall forthwith and without further notice revert to the Author, subject, however, to all rights of the Publisher in respect of any contracts or negotiations entered into by it with any third party prior to the date of such reversion and without prejudice to any rights that have accrued under this Agreement prior to the date of reversion.

**16. Default under the Terms of Agreement** This Agreement may be terminated by the Publisher in the event of a material default by the Author under the terms of this Agreement, which default has not been cured within sixty (60) days of receipt of notice thereof by the Publisher.

In the event of material default by the Publisher under the terms of this Agreement, which default has not been cured within sixty (60) days of receipt of notice thereof by the Author, along with a notice of the Author's intent to terminate therefor, all licenses granted under this Agreement shall revert to the Author forthwith and without further notice, and neither party shall have any further rights and liabilities under this Agreement, subject however to all rights of the Publisher and third parties under or with respect to any contracts or negotiations properly entered into by the Publisher with any third party prior to the date of such termination, and except that such termination shall be without prejudice to any rights that have accrued under this Agreement prior to the date of termination.

**17. Choice of Laws, and Jurisdiction** This Agreement is deemed to have been entered into within the State of South Dakota and will be construed and interpreted in accordance with the laws of the State of South Dakota. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, the parties will attempt in good faith to resolve such controversy or claim. If the matter has not been resolved within thirty (30) days of the commencement of such discussions (which period may be extended by mutual agreement), the parties may bring an action to enforce any rights or obligations under this agreement. The prevailing party shall be entitled to their reasonable legal fees and costs. In the event of any legal proceedings the parties hereby submit to the jurisdiction of the State or Federal Courts for Lawrence County, state of South Dakota..

**18. Further Assurances** The Author agrees to execute any and all documents reasonably requested by the Publisher from time to time to effect and evidence the agreements contained herein.

**19. Entire Agreement; Amendment** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements and understandings, both oral and written. This Agreement may be amended only in writing executed by the parties hereto.

**20. Successors and Assigns** This Agreement shall inure to the benefit of and be binding on the heirs, personal representatives, successors, and assigns of the parties hereto. However, the Author's services hereunder are personal to the Publisher and the Author may not assign its rights and obligations under this Agreement without the express written consent of the Publisher.

**21. Time** Time shall be of the essence hereunder.

**22. Reservation of Rights by the Author** If the Author intends to specifically exclude certain rights from this Agreement, such rights shall be clearly enumerated. Where the Author does not intend to grant the right to new uses of the Work, the Agreement shall include language to that effect. The absence of such reservation of rights on the part of the Author shall be construed as a grant of rights to the Publisher.

Signed on behalf of the Author

Signed on behalf of the Publisher

\_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_



to the Memorandum of Agreement for the Work entitled:  
Images of America: *Deadwood's Mt. Moriah Cemetery*

## 1. SALES OF THE WORK

## 2. ANCILLARY RIGHTS

### 3. DATABASE AND COMPANION RIGHTS

(B) Electronic Storage, Retrieval, and Digital Media Rights (i.e. the right to use, produce or reproduce, distribute, perform, display, transmit or broadcast the Work or any portion thereof in which the Author has secured rights or to license such uses of the Work or any portion thereof in which the Author has secured rights by any and all methods of copying, recording, storage, retrieval, broadcast or transmission of the Work or any portion thereof, alone or in combination with other works, including in any multimedia work or electronic book, Web site or database, by any electronic, electromagnetic or other means now know or hereafter devised including, without limitation, by analog or digital signal, whether in sequential or non-sequential order, on any and all physical media now known or hereafter devised including without limitation, magnetic tape, floppy disks, interactive CD, CD-ROM, laser disk, optical disc, integrated circuit card or chip and any other human or machine readable medium, whether or not permanently affixed in such media, and the broadcast or transmission thereof by any means now known or hereafter devised, but excluding audio recording rights, video recording rights and all uses encompassed in motion picture, television, radio and allied rights).

#### 4. ROYALTIES PAYABLE

Further, notwithstanding anything contained herein to the contrary, no royalties shall be payable with respect to: a) copies of the Work or any portion thereof sold to any party at cost or less; b) copies of the Work or any portion thereof presented to the Author; c) copies of the Work or any portion thereof distributed to or presented to a third party in the interest of the sale or marketing of the Work; d) copies of the Work or any portion thereof distributed to or presented in the interest of publicity for the Work; e) copies of the work electronically displayed, transmitted, broadcast or distributed for the purpose of promoting sales of the Work; f) copies of the Work or any portion thereof lost through theft, or damaged or destroyed by fire, water, earthquake, or otherwise; g) copies of the Work or any portion thereof lost in the course of shipment; h) copies of the Work or any portion thereof returned by retailers damaged or otherwise unsaleable; i) copies of the Work or any portion thereof sold and later returned to the Publisher.

Signed on behalf of the Publisher

day of \_\_\_\_\_, 20\_\_\_\_

**EXHIBIT B**  
**ANCILLARY RIGHTS EXHIBIT**

to the Memorandum of Agreement for the Work entitled:  
*Images of America: Deadwood's Mt. Moriah Cemetery*

The following ancillary rights are granted to the Publisher, all as if further set forth in Section 1 of the Agreement:

- A. Quotation Rights
- B. Anthology Rights
- C. Digest Rights (i.e. the right to publish an abridgement of the Work in a single issue of a journal, periodical or newspaper).
- D. Digest Book Condensation Rights (i.e. the right to publish a shortened form of the Work in volume form).
- E. Mechanical Reproduction Rights (i.e. the right to produce or reproduce the Work or any portion thereof or to license the reproduction of the Work or any portion thereof by film micrography, reprographic reproduction, gramophone records or tapes, cassettes and compact disks, film strip, video cassettes, or by any other means or methods now or hereafter known or invented, except insofar as reproduction is for use as part of or in conjunction with a commercial cinematographic film).
- F. One-Shot Periodical Rights (i.e. the right to publish the complete Work or any extract from it in a single issue of a journal, periodical or newspaper)
- G. Strip Cartoon Book Rights/Picturization Book Rights
- H. Translation Rights
- I. Sound Broadcasting Rights (i.e. readings from the text of the Work).
- J. Television Rights (readings from the text or showing of illustrations or photographs from the Work).
- K. Dramatization and Documentary Rights on stage, film, radio, television or any other medium
- L. First Serial Rights (i.e. the right to publish one or more extracts from the Work in successive issues of a periodical or newspaper beginning before publication of the Work in volume form).
- M. Second and Subsequent Serial Rights (i.e. the right to publish one or more extracts from the Work in successive issues of a periodical or newspaper following publication of the Work in volume form).
- N. Merchandise and Commercial Rights. (i.e., the right to create and sell products based upon, containing or using the text, illustrations or photographs from the Work, other than those rights granted as Digital Database and Companion Rights in Exhibit A(3))

Signed on behalf of the Author

Signed on behalf of the Publisher

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**EXHIBIT C**  
**SPECIFICATION EXHIBIT**

to the Memorandum of Agreement for the Work entitled:  
*Images of America: Deadwood's Mt. Moriah Cemetery*

The specifications for this Work are as follows:

Trim size: 9.25" x 6.5"

Page extent: 128

Printed cover: Four color, laminated, including a sepia representation of a photograph supplied by the author

The Work shall contain no fewer than 180 images nor more than 240 images, and shall be made up of photographs and postcards plus incidental illustrative items if required, including maps, diagrams, drawings, pictures, and other material to be used in the Work.

The Work shall contain no fewer than 8,000 words nor more than 13,000 words. Should the total word count of the manuscript not fall within that range, the Publisher reserves the right to return the manuscript for revision. The Author will, therefor, have fourteen (14) days to revise and resubmit the manuscript in a format acceptable to the Publisher.

The layout of the Work shall conform to the style previously established by the Publisher for other books in the Images of America series.

**EXHIBIT D**  
**PRODUCTION SCHEDULE EXHIBIT**

To the Memorandum of Agreement for the Work entitled:  
*Images of America: Deadwood's Mt. Moriah Cemetery*

**A. The Author agrees to complete and deliver the cover materials to the Publisher by the deadline date of: December 20<sup>th</sup>, 2016.**

**B. The Author agrees to deliver all of the text and images to be used in the Work to the Publisher by the deadline date of: February 28<sup>th</sup>, 2017.**

[Note: If the text is not submitted on computer disk, the Author must arrange for manuscript delivery two weeks prior to the above date to allow for typesetting.]

C. The Author shall undertake to read, check, and correct proofs of the Work and return them to the Publisher within fourteen (14) days of their receipt, failing which the Publisher may consider the proofs as passed for press. The cost of all alterations and corrections made by the Author in the finished artwork and in proofs (other than the correction of artists', copy editors', and printers' errors) above five percent (5%) of the Publisher's original cost of composition shall be borne by the Author.

Signed on behalf of the Author

Signed on behalf of the Publisher

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



## ROYALTY PAYMENT INFORMATION

Please note that the information given on this form will be used to pay royalties due from sales of your book. This information should therefore be as detailed and accurate as possible. Please also remember to inform your editor if you or your royalty payee's information changes, such as a change in address or tax status.

**Title:**

**State:**

**Royalty Rate: 8%**

**Payee #1**

Name and Address

Tel:

(home)

(business)

Fax:

email:

**Payee #2**

Name and Address

Tel:

(home)

(business)

Fax:

email:

**Royalty Split:**

Payee #1

Payee #2

**Social Security or Tax ID:**

Payee #1

Payee #2

Authorized Signature on behalf of the Author(s):

Date:

Authorized Signature on behalf of the Publisher:

Date:



## **ELECTRONIC ROYALTY STATEMENT PROGRAM**

### **ARCADIA PUBLISHING'S ELECTRONIC ROYALTY STATEMENT PROGRAM**

Sign up for our convenient electronic direct deposit program and receive future royalty statements via email.

#### **ADVANTAGES:**

Paperless  
No cost to you  
Convenient  
Royalty statements delivered direct to your email inbox  
No paper checks to get lost or damaged  
No waiting for the check to arrive in the mail  
No need to make a trip to the bank or ATM  
Easily print royalty statements as needed

#### **TO SIGN UP:**

**Complete the ACH Authorization form on the reverse side of this sheet.**  
Attach a voided check along with this completed form.

#### **SEND IT IN:**

When returning your contract to your editor, please be sure to include a completed ACH Authorization form, along with a voided check.

PUBLISHER OF LOCAL AND REGIONAL HISTORY BOOKS  
420 Wando Park Boulevard | Mount Pleasant | SC | 29464  
[www.arcadiapublishing.com](http://www.arcadiapublishing.com)

CS-ACH-Contracts-10/14

**Arcadia Publishing ACH AUTHORIZATION FORM**

**ROYALTY PAYEE INFORMATION**

(Please Print or Type)

NAME: \_\_\_\_\_

ROYALTY PAYEE #: (if known) \_\_\_\_\_

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

SSN or EIN #: \_\_\_\_\_

I hereby authorize Arcadia Publishing

To initiate: ☒ credits / payments

To my: ☒ checking account

*(Note: deposits to savings account are not available.)*

I understand that, if necessary, an adjusting debit or credit entry may be made to correct an error.

I also authorize the financial institution named below to credit and/or debit my account for the correcting entries. I duly certify that I am an authorized signer of said account and have the right to enter into this agreement.

**Attach your voided check here**

If a voided check is not available, please attach a Deposit Authorization letter from your bank listing your bank's routing # and your checking account #

This authority will remain in full force and effect until such time as Arcadia Publishing has received written notification from me that the draft authorization has been revoked. It is further provided that written notification of termination, by either party, shall be provided in such time and manner as to afford either party reasonable opportunity to act on it.

\_\_\_\_\_  
Signature of account owner

\_\_\_\_\_  
Date

PUBLISHER OF LOCAL AND REGIONAL HISTORY BOOKS  
420 Wando Park Boulevard | Mount Pleasant | SC | 29464  
[www.arcadiapublishing.com](http://www.arcadiapublishing.com)

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

|   |  |  |
|---|--|--|
| Print or type<br>See Specific Instructions on page 2. | Name (as shown on your income tax return)  |  |
|   | Business name/disregarded entity name, if different from above   |  |
|   | Check appropriate box for federal tax classification:<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ | Exemptions (see instructions):<br><br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____ |
|   | Address (number, street, and apt. or suite no.)<br>City, state, and ZIP code   | Requester's name and address (optional)  |
|   | List account number(s) here (optional)   |  |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |  |  |  |   |  |  |  |   |  |
|--------------------------------|--|--|--|---|--|--|--|---|--|
| Social security number         |  |  |  |   |  |  |  |   |  |
|                                |  |  |  | - |  |  |  | - |  |
| Employer identification number |  |  |  |   |  |  |  |   |  |
|                                |  |  |  | - |  |  |  |   |  |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.



**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .  | THEN the payment is exempt for . . .  |
|--|---|
| Interest and dividend payments   | All exempt payees except for 7  |
| Broker transactions  | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4   |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>   |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4   |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3876).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

| For this type of account:   | Give name and SSN of:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)   | The grantor-trustee <sup>3</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law   | The actual owner <sup>4</sup>   |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner <sup>5</sup>  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))   | The grantor <sup>6</sup>  |
| For this type of account:   | Give name and EIN of:   |
| 7. Disregarded entity not owned by an individual  | The owner   |
| 8. A valid trust, estate, or pension trust  | Legal entity <sup>1</sup>   |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553   | The corporation   |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization   | The organization  |
| 11. Partnership or multi-member LLC   | The partnership   |
| 12. A broker or registered nominee  | The broker or nominee   |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity   |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))   | The trust   |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

<sup>5</sup> **Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [irs.gov](http://irs.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

3-7-16  
60

Permission to advertise for two part-time seasonal Trolley Drivers

The City of Deadwood is accepting applications for part-time seasonal Trolley Drivers. Must have Class C CDL with passenger endorsement or obtain one within 30 days. Not to exceed 16 hours a week and no benefits, Nights and weekends required. Applications may be picked up at Deadwood City Hall 102 Sherman ST. Deadwood SD and will be accepted until 5:00 pm April 1, 2016. Random and pre-employment drug screenings is required. The City of Deadwood is an EOE.



RESOLUTION 2016 - 08

3-7-16  
6u

**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.

Date: \_\_\_\_\_, 2016.

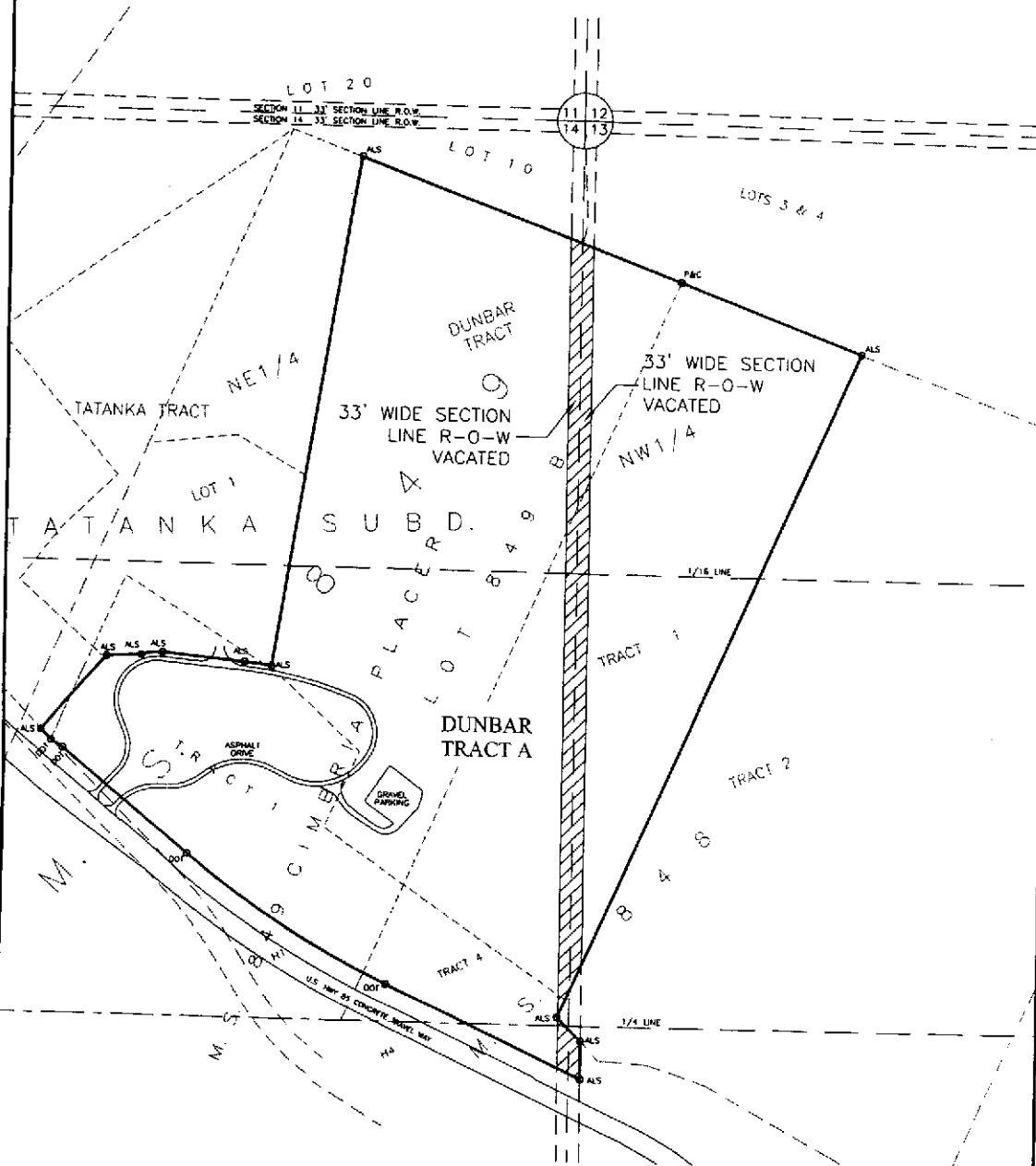
CITY OF DEADWOOD

By: Charles Turbiville  
Charles Turbiville, Mayor

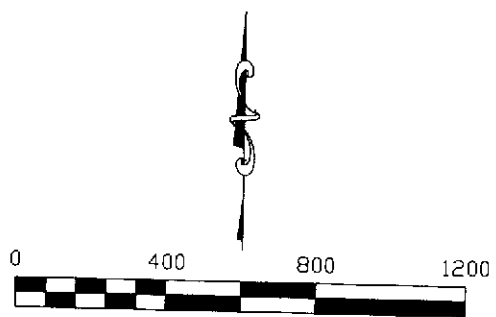
ATTEST:

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

VACATION OF A PORTION OF THE SECTION LINE R.O.W. LOCATED ON  
 DUNBAR TRACT A OF TATANKA SUBDIVISION;  
 FORMERLY 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, T.5N, R.3E, B.H.M.,  
 CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



NOTES:  
 DUNBAR TRACT A RECORDED IN PLAT DOC# 2015-5510.



SURVEYOR'S CERTIFICATE  
 I, JOHN M. ARLETH, R.L.S. 3977, DEADWOOD, SD, DO  
 HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON WAS  
 SURVEYED AND STAKED UNDER MY SUPERVISION AND THAT  
 ALL DIMENSIONS ARE TRUE AND CORRECT TO THE BEST OF  
 MY KNOWLEDGE AND BELIEF.

DATED THIS 2 DAY OF MARCH 2016

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

PREPARED BY:



ARLETH LAND  
 SURVEYING, LLC  
 24 CLIFF STREET  
 DEADWOOD, SD 57732  
 605-578-1637

DATE: JANUARY 20, 2016  
 REV: MARCH 2, 2016  
 SCALE: 1"=400'  
 DRAWN: FD  
 JOB NO: 9372

3-7-16  
8A

## NOTICE OF PUBLIC HEARING

### ST. PATRICK'S DAY RELAXATION OF OPEN CONTAINER ORDINANCE AND STREET CLOSURE

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 7, 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:

Open Container:

Friday March 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 5:00 p.m. to 10:00 p.m.

Saturday March 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 12:00 p.m. to 10:00 p.m.

#### Main Street Closure:

Main Street closure from Wall Street to Pine Street on Saturday March 19, 2016 from 12:00 p.m. to 10:00 p.m.

#### Request to Waive Banner Fee:

For Parade on Saturday March 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 16th day of February, 2016.

CITY OF DEADWOOD

  
Mary Jo Nelson, Finance Officer

Publish BH Pioneer: February 18, 2016

For any public notice that is published one time:

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

3-7-16  
8B

**NOTICE OF PUBLIC HEARING  
RELAXATION OF OPEN CONTAINER ORDINANCE  
FOR FORKS CORKS KEGS EVENT**

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 7, 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:

**OPEN CONTAINER REQUEST:**


Friday April 8, 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 5:00 p.m. to 10:00 p.m.

Saturday April 9, 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 11:00 a.m. to 10:00 p.m.

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 16th day of February, 2016.

CITY OF DEADWOOD

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

Publish BH Pioneer: February 18, 2016

For any public notice that is published one time:

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





## MEMORANDUM

3-7-16  
10A

**Date:** February 25, 2016  
**To:** City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2016 Not-for-Profit Grant Request – Grace Lutheran Church

On February 24, 2016, the Historic Preservation Commission recommended approval of the Grace Lutheran Church application for the 2016 Not-for-Profit Grant program.

The Grace Lutheran Church is requesting \$10,000.00 for repairs to the parsonage basement. There was a water line break in the parsonage basement in late 2013 which the insurance paid to have repaired. Upon preparing the parsonage for a new pastor and family a mold problem was discovered on the walls, ceiling and carpet in the basement and needs to be removed and replaced. While doing the mold remediation project, plans are to upgrade the wiring and plumbing in the basement to ensure everything is up to code. The total cost of the project is \$24,250.00. Due to the inability to acquire a bid from local contractors the members of the congregation will do the labor. The funding request before you will be used to cover cost of materials, electrical and plumbing.

The G.R.A.P.E. Committee also recommended approving granting the Grace Lutheran Church Parsonage Mold Remediation Project funding in to the amount of \$10,000.00 under the Not-For-Profit program and as allowable under the guidelines of the grant program.

**Recommended Motion:** *Approve the Historic Preservation Commission's recommendation to grant to the Grace Lutheran Church Parsonage Mold Remediation Project in the amount of \$10,000.00 from the Not-For-Profit program within the 2016 Historic Preservation budget.*

February 11, 2016

The Grace Lutheran Church congregation respectfully requests consideration for a Deadwood Historic Preservation grant for repair of our Church parsonage.

The parsonage is built immediately next to the church building at 818- 827 Main St. The parsonage was built in 1930. The structure is integral to the Deadwood Community as a parsonage contributes to the health of a church by providing a home for Pastor and family.

Parsonages are historically an important part of communities as they aid in providing spiritual and cooperative services to residents and visitors due to their often close proximity to the church.

Our congregation is facing the dilemma that many churches are with a declining and elderly membership which contributes to a limited budget to address concerns.

We previously had a water line break at the parsonage basement that the insurance paid to have remediated. After the Pastor retired and moved we found a mold problem had developed and the basement wall covering, ceiling and carpet need to be removed and replaced. While doing this project we will work to ensure the electrical wiring and plumbing are both up to code in the basement as well, due to the age of the building.

We are applying for \$10,000 in grant funds for this project to enable our structure to be safe for a new Pastor and family when they arrive.

We work to continue to support our congregation and the communities they live in by offering services to them.

We have gained 8 new members in the last year but have lost 8 due to relocation and death. We will continue our outreach to the community focusing on Advent and Lenten soup suppers offered at the Church. We support residents and members with food pantry donations and during health crisis as well as after natural disasters and fires through prayers, donations and our Synod funds.

We have a quilting group who meet in our church facility to make and donate quilts to families in the community who are in need as well as sending them overseas to be appreciated and enjoyed.

Many of our members are engaged in the community; living, working and doing volunteer work which all benefit Deadwood and the economy.

We have enclosed an authorizing document and the paperwork for the grant.

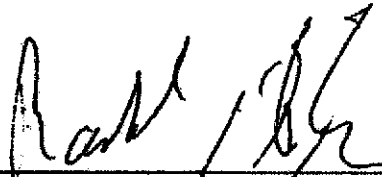
Thank you for your consideration of our request.

Randall McGruder  
Congregation President  
René Larson  
Congregation Secretary.

Grace Lutheran Church  
827 Main St  
Deadwood SD

February 10, 2016

Grace Lutheran Church authorizes Randall McGruder Church Council President to apply for and sign documents related to the Not For Profit Grant Program application from the Deadwood Historic Commission for improvements and repairs to the Church Parsonage at 827 Main St. Deadwood SD 57732.



Randall McGruder Church Council President



Robin L. Anderson - Deputy Auditor  
Notary

My Term Expires MARCH 3, 2019

City Of Deadwood  
Attn: Ron Green  
62 ½ Dunlap  
Deadwood, SD 57732

3-7-16  
10 B

February 24, 2016

To whom it may concern:

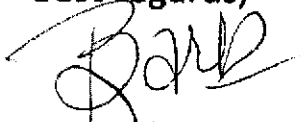
We are quoting for the spraying of trees for the mountain pine beetle  
the same as the last 2 years:

Mt Moriah \$9000 728 trees

St. Ambrose \$1668 139 trees

Please contact us if you have any questions. 605-578-1700 or  
[dakotatree@qwestoffice.net](mailto:dakotatree@qwestoffice.net)  
Thank you!

Best regards,



Lonny & Barb Koster  
Dakota Tree Spraying & Services, LLC

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND**  
**DAKOTA TREE SPRAYING & SERVICES, LLC**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and DAKOTA TREE SPRAYING & SERVICES, LLC, a South Dakota limited liability company, with its principal place of business located at 20715 Baneberry Loop, Sturgis, SD 57785, hereinafter referred to as "DAKOTA TREE;"

**WHEREAS**, DAKOTA TREE; has agreed to spray trees for mountain pine beetle in the Mt. Moriah and St. Ambrose Cemeteries; and

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which DAKOTA TREE shall perform the services; and

**WHEREAS**, the CITY has accepted the proposal from DAKOTA TREE for an amount not to exceed Ten Thousand Six Hundred Sixty-eight and No/100ths Dollars (\$10,668.00); and

**WHEREAS**, the CITY has accepted the proposal from DAKOTA TREE, 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. DAKOTA TREE shall spray trees for protection against the mountain pine beetle in Mt. Moriah Cemetery and in St. Ambrose Cemetery;
3. DAKOTA TREE shall perform the work described herein in a qualified and workmanlike manner;
4. DAKOTA TREE shall provide appropriate signage and/or other markers to prevent injuries to persons or property near or entering while spraying;

5. DAKOTA TREE shall carry appropriate insurance coverage and said insurance shall be maintained at all times during the period of performance;
6. DAKOTA TREE 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 DAKOTA TREE in connection with this agreement or services performed or materials provided pursuant to this contract;
7. DAKOTA TREE shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
8. The amount of Ten Thousand Six Hundred Sixty-eight and No/100ths Dollars (\$10,668.00) shall be due to DAKOTA TREE upon completion of the spraying;
9. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to DAKOTA TREE;
10. 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
11. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

*[signatures and acknowledgements on following pages]*

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

CITY OF DEADWOOD

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

ATTEST:

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

DAKOTA TREE SPRAYING & SERVICES, LLC.

By: \_\_\_\_\_  
Lonny R. Koster  
Its: Authorized Member

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Lonny R. Koster, an Authorized Member of DAKOTA TREE SPRAYING & SERVICES, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

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

3-7-16  
11A

# Memo

To: Mayor Turbiville and City Commission

From: Mary Jo Nelson MB

Date: 3-03-2016

Re: Information Regarding Credit Card Convenience Fee

Listed below is the convenience fee pricing structure for the credit card convenience fee. Also included is a print screen that the user will see prior to allowing the payment. As indicated, the user will be able to view the additional fee amount prior to confirming the payment.

This service is an addition to our current ACH process which allows for automatic deduction of utility charges once a month at no charge to our customers. Currently, 792 utility bills are generated, and 204 customers choose to pay through ACH.

**•Pricing would apply to the following transaction types:**

- Visa
- MasterCard
- Discover
- Check/ACH

**How the fees would split:**

- \$1.50 flat rate on transactions from \$0 to \$50
- 2.75% variable rate on all transactions above \$50
- No other fees would be assessed

Thank you,

Chad

Chad Galloway | Director of Strategic Markets | Direct: (661) 425-8674 | Fax: (866) 445-6948 |  
[cgalloway@paceps.com](mailto:cgalloway@paceps.com) | [www.pacepayment.com](http://www.pacepayment.com)





# SmartPay Form: Website Payment Confirmation



Merchant Name Here  
Form Name Here

## Confirm Payment

Please read the details below and confirm your payment.

## Payment Details

### Charges

|                 |         |
|-----------------|---------|
| Main Payment    | \$50.00 |
| + Service Fee   | \$1.50  |
| = Total Payment | \$51.50 |

### Payment Affirmations

- I authorize the merchant to charge my credit card for the amount listed above.
- I understand that my card will be charged \$50.00 and my credit card statement will show this charge as from City of Knoxville Permits.
- I understand that my card will be charged a separate Pace Service of \$1.50 and my credit card statement will show this charge as from.

☐ I accept all of the above

SmartPay Form

SmartPay Form

Once the citizen or clerk has finalized the payment, regardless of payment type, confirmation is required via the confirm payment screen. This screen shows the service fee and service fee affirmations, when this pricing model is enabled, and requires the citizen to acknowledge.

When a service fee is being used, the main payment and the service fee are split.

- Main payment is funded to the depository account on file.
- Service fee is separated and funded to the account associated to the service fee.

This enables a ease of accounting as the transactions will all directly equate to the item being paid.