

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
5:00 p.m. Tuesday, February 16, 2016

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

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

A. Five year longevity award for firefighter Jason Rakow

6. **CONSENT AGENDA**

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

- A. Permission for Mayor to sign 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/gallon and 5000 gallons of gasoline from South Side at \$1.50/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 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: \$4,500.00 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 costs 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.

7. BID ITEMS

- A. 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 April 7, 2016.
- B. 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.

8. PUBLIC HEARINGS

- A. Hold public hearing for Retail (on-off sale) Malt Beverage (RB-21255) License Transfer from Pandora's Box to Dakota Gunslingers at 669 Main Street
- B. Hold public hearing for NAJA Shriners parade: Street closure May 7, 2016
- C. Hold public hearing for NAJA Shriners Circus: Waiver of user fees and vending fees at Event Center on July 9, 2016.
- D. 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.
- E. Set public hearing on March 7 for Forks Corks Kegs Event: open container in zones 1 and 2 April 8 and 9.

9. OLD BUSINESS

10. NEW BUSINESS

- A. Accept BID 7 recommendation to allocate \$20,000.00 to Deadwood Chamber of Commerce and \$10,000.00 to Deadwood Business Club (unbudgeted)
- B. Permission for Mayor to sign Armada Coffee Business Agreement to become supplier for Event Center
- C. Permission for Mayor to sign Coca-Cola Bottling Company Agreement to become supplier for Event Center
- D. Initiative Petition 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.

- E. Initiative Petition 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.
- F. 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.
- G. Permission to purchase tractor from RDO Equipment for Parks Department at cost of \$16,985.62 (budgeted)
- H. Request to publish Historic Preservation Commission minutes in official newspaper
- I. Discussion and possible action to approve low quote received from Black Hills Asphalt Inc. to seal coat History Center and Miller Street parking lots to be paid from Parking and Transportation Fund. Quote for both lots is \$15,538.80. (unbudgeted)
- J. Permission 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.

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. 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.

12. EXECUTIVE SESSION

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

13. ADJOURNMENT

REGULAR MEETING, February 1, 2016

The Regular Session of the Deadwood City Commission convened on February 1, 2016 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Turbiville called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins and Commissioners David Ruth Jr., Mark Speirs, Gary Todd, and Jim Van Den Eykel. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Ruth moved, Van Den Eykel seconded to approve the minutes of January 19, 2016. Roll Call: Aye-All. Motion carried.

JANUARY, 2016 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$16,582.38; PUBLIC BUILDINGS, \$5,386.36; POLICE, \$54,802.24; FIRE, \$4,917.80; BUILDING INSPECTION, \$3,448.74; STREETS, \$27,656.95; PARKS, \$15,018.39; PLANNING & ZONING, \$4,769.66; LIBRARY, \$6,199.14; RECREATION CENTER, \$10,814.53; HISTORIC PRESERVATION, \$16,019.42; WATER, \$13,259.24; PARKING METER, \$8,911.49; TROLLEY, \$18,495.70; PARKING RAMP, \$5,496.44. **PAYROLL TOTAL: \$214,509.24**

JANUARY, 2016 PAYROLL PAYMENTS:

Internal Revenue Service, \$53,309.00; S.D. Retirement System, \$23,948.64; Delta Dental, \$3,821.64.

APPROVAL OF DISBURSEMENTS

Todd moved, Van Den Eykel seconded to approve the February 1, 2016 disbursements. Roll Call: Aye-All. Motion carried.

10-8 VIDEO	SYSTEM	1,795.00
A & B BUSINESS	CONTRACT	406.93
ABC BUSINESS	SUPPLIES	532.62
ACTIVE DATA	MAINTANENCE	207.85
ADAMS MUSEUM & HOUSE	OPERATING	60,000.00
ALSCO	SUPPLIES	172.18
AMERICAN LEGAL	ORDINANCES	450.00
AMERICAN PUBLIC WORKS	MEMBERSHIP	310.00
ARLETH LAND SURVEYING	PROJECT	772.50
ATCO INTERNATIONAL	SUPPLIES	166.00
BH POWER	SERVICE	28,565.61
BH SECURITY	SERVICE	419.40
BH SPECIAL SERVICES	CLEANING	990.00
BH URGENT CARE	TESTING	108.00
BLAIR, THOMAS	REIMBURSEMENT	70.00
BOYS & GIRLS CLUB OF	ALLOCATION	15,000.00
BUTLER MACHINERY	SERVICE	4,044.02
CENTURY BUSINESS	CONTRACT	333.74
CHAMBERLIN ARCHITECTS	PROJECT	2,574.94
CITY OF LEAD	SHELTER	2,460.30
CULLIGAN	SUPPLIES	36.50
DAKOTA BUSINESS CENTER	CONTRACT	173.40
DAKOTA STATE UNIVERSITY	CETUP	5,000.00
DAYS OF '76 MUSEUM	OPERATING	40,000.00
DEADWOOD ALIVE	REIMBURSMET	418.41
DEADWOOD DEVELOPMENT	SHIPPING	30.94
DVFD	REIMBURSEMENT	178.32
ECOLAB	SERVICE	520.00
EME	SCANNER	150.00
EMERY-PRATT	BOOKS	33.28
FASTENAL	SUPPLIES	15.53
FULLER, KELLY	REIMBURSEMENT	426.62
GENE'S LOCK SHOP	SERVICE	657.96
HD SUPPLY WATERWORKS	SUPPLIES	422.50
HOMESTAKE OPERA HOUSE	GRANT	5,564.50
IDVILLE	LANYARDS	44.75
INLAND TRUCK PARTS	SUPPLIES	296.32
INTERSTATE BATTERY	BATTERIES	240.40
JOHNSON, MICHAEL	REIMBURSEMENT	70.00
KRAMBECK, JERITY	TRAINING	32.34
KUCHENBECKER, KEVIN	REIMBURSEMENT	70.00
LAWRENCE CO. TREASURER	RENEWALS	859.00
LAWSON PRODUCTS	SUPPLIES	283.81
LESTER, ROB	REIMBURSEMENT	1,608.00
M & T FIRE	SERVICE	3,439.10
MARKERTEK VIDEO	CABLE	339.87
MENARD'S	SUPPLIES	119.96
MICHAEL TODD	CHAIN	395.86
MIDWEST ART CONSERVATION	MEMBERSHIP	50.00
MIDWEST TAPE	DVD	193.91
MDU	SERVICE	10,215.39
NALCO COMPANY	SUPPLIES	702.46
NAMMINGA, LYNN	HEADBOARD	11.99
NEIGHBORHOOD LENDING	CALENDAR	1,890.00
NELSON, ROBERT JR.	REIMBURSEMENT	55.00
NETWORK SERVICES	SUPPLIES	60.62
NEVE'S	UNIFORMS	103.79
NEWMAN TRAFFIC	SIGNS	370.48
NFPA	SUBSCRIPTION	1,305.00

REGULAR MEETING, February 1, 2016

NORTHERN HILLS CASA	ALLOCATION	5,000.00
NORTHERN HILLS TECHNOLOGY	SERVICE	59.00
NORTHERN TRUCK EQUIPMENT	KIT	534.00
PEPPMEIER, JANICE	REIMBURSEMENT	556.81
PERCEVICH, MIKE	PROJECT	8,376.15
PHIL'S ELECTRIC	PROJECT	204.08
QUALITY INN	CONFERENCE	513.00
QUILL	SUPPLIES	32.44
RAMKOTA HOTEL	LODGING	273.00
RAPID DELIVERY	DELIVERY	39.69
RAPID FIRE PROTECTION	REPAIRS	300.00
RUNGE, MIKE	REIMBURSEMENT	42.52
SD DEPT. OF MOTOR VEHICLES	LICENSES	11.20
SD DEPT. OF TOURISM	REGISTRATION	525.00
SD DEPT. OF TRANSPORTATION	SERVICE	114,166.09
SD PUBLIC HEALTH LAB	TESTING	45.00
SD STATE HIST.SOCIETY	PROJECT	75.00
SECOND CENTURY DEVELOPMENT	GRANT	4,237.68
SERVALL	SUPPLIES	1,702.97
SHEPHERD, LANNY	PROJECT	1,460.58
STREICHER'S	UNIFORMS	149.99
STURGIS AUTO PARTS	SUPPLIES	59.27
SUMMIT SIGNS	SIGNS	132.50
TASER	COURSE	435.00
TEAM LABORATORY	PATCH	439.50
TRIPLE K	SERVICE	2,422.85
TWIN CITY HARDWARE	SUPPLIES	2,930.57
ULTRAMAX	AMMUNITION	1,240.00
VAST	SERVICE	1,251.57
VELOCITEL	REFUND	25.00
VERIZON	METERS	40.01
WATER GEAR	SUPPLIES	301.37
WELLMARK	INSURANCE	40,516.45
WHITE, CAROLYN	PROJECT	4,293.00
WINTER CONSTRUCTION	PROJECT	24,500.00
ZOGICS	SUPPLIES	719.70

TOTAL \$ 413,376.09

ITEMS FROM CITIZENS ON AGENDA

Update

Mark Schmidt, President of Lead-Deadwood Regional Hospital, gave the Commission an update on the hospital. He spoke about the ambulance service, select mail and room service, services provided and new services, community relations, recruitment, patient/family advisory program and the community health needs assessment. Commission thanked him for his time.

Request

In addition to letter received from Jan Van Tassel, Mike Kitzmiller, owner of Alkali Ike, asked the Commission to consider leaving the tour bus fee at \$1.00 instead of \$2.00 per adult for Mt. Moriah Cemetery. Ron Pray also spoke in favor. After discussion, Todd moved, Speirs seconded to allow the tour bus fee to remain at \$1.00 per person including children for 2016 and 2017 and a year's notice if the price increases. Roll Call: Aye-All. Motion carried.

Update

Ron Russo, Chairman of Revitalization Committee, read a prepared statement, and asked the Commission for city support and to allow city staff to participate in project development. Mike Rodman presented the Commission with a handout and also asked the Commission to support the concept, and allow City Planner to work with Revitalization. Commissioner Ruth stated the Commission should support the committee and feels it is important to utilize city staff and work together. Commissioner Todd requested an update on Centurylink project. Mr. Russo explained a study will be conducted to determine feasibility at cost of \$36,000.00. Commissioner Van Den Eykel stated he supports Revitalization but does not believe staff time should be utilized. Mayor Turbiville directed the committee to complete the pending loan application without staff time and requested a business plan. After discussion Ruth moved, Speirs seconded to allow use of city staff to show support and help develop programs with Revitalization. Roll Call: Aye-Ruth, Speirs, Todd, Turbiville. Nay-Van Den Eykel. Motion carried.

CONSENT

Ruth moved, Speirs seconded to approve the following consent items and omit permission for Rob Lester to attend Active Shooter Class. Roll Call: Aye-All. Motion carried.

- A. Permission for Mayor to sign contract with Albertson Engineering to design Raymond Street retaining wall and street drainage improvement. (approved on January 4, 2016, at an amount not to exceed \$19,025.00)

REGULAR MEETING, February 1, 2016

- B. Permission for Finance Office to pay 2016 allocation of \$5,000.00 to Norther Hills Alliance for Children and \$1,000.00 to Neighborworks/Campaign for Home Ownership from Bed and Booze (budgeted)
- C. Permission to remove Rec Center employee Ben Anderson from payroll effective February 1, 2016.
- D. Permission to hire Hunter Weaver as lifeguard at \$9.44 per hour pending pre-employment screening, effective February 2, 2016.
- E. Resolution 2016-06 Extending Workers Compensation to Specific Individuals.

RESOLUTION 2016-06

A RESOLUTION EXTENDING WORKERS' COMPENSATION COVERAGE TO SPECIFIC INDIVIDUALS FOR THE YEAR 2016

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood extend the South Dakota Municipal League Workers' Compensation benefit for coverage on the following individuals who are not automatically covered because they are appointed or elected to their positions:

City Commission: Charles M. Turbiville, David Ruth Jr., Mark Speirs, Gary Todd, and Jim Van Den Eykel;

Historic Preservation Commission: Dale Berg, Tom Blair, Laura Floyd, Mike Johnson, Lynn Namminga, Lyman Toews, and Chuck Williams;

Historic Preservation Volunteers: Judy Farris and Susan Zepkin;

Library Board: Dawn Burns, Linda Fredrick, Raul Ponce De Leon, Ashley Marske, and Charlene Miller;

Parks & Recreation Board: Shirley Black, Tom Blair, Henry Cordes, and Brad Steinlicht;

Planning & Zoning Commission: Mel Allen, Tony Biesiot, Marie Farrier, Brett Runge, and Jim Shedd;

Police Department Reserve Officers: Kenneth Batka, Deam Carollo, Sonya Bertalot, Mark Heltzel, Heather Monson, Casey Nelson, Sam Otto, Sally Sprigler, and Matthew Symonds;

Deadwood Volunteer Fire Department: Randy Addington, Ken Allen, Nate Allen, Phil Arellano, Pat Eastman, Toby Edstrom, Sandy Glover, Bill Glover, Larry Groll, Alex Hamann, Ken Hawki, Mathew Helmin, Francis Iverson, Mike Klamm, Jeff Millard, Trent Mohr, Robert Nelson Sr., Jerry Pontius, Courtne Rakow, Jason Rakow, Rylan Rakow, Mike Runge, Richard Stanger, Paul Thomson, Anne Wieringa, and Lei'Ani Wieringa.

The Finance Office will be notified of any personnel changes to the above-mentioned committees and commissioners.

Dated this 1st day of February, 2016

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- F. Permission for Mayor to sign CODE RED Next Services Emergency Notification System Agreement (approved January 19, 2016)
- G. Approve request for support from Society of Black Hills Pioneers for Annual Publication in the amount of \$2,500.00 from Public Education (budgeted)
- H. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Roland Maynard.
- I. Allow use of public property at the Event Complex on July 11 through July 17 for 3 Wheeler Motorcycle Rally. Fees and deposit have been received.
- J. Allow use of public property at the Event Complex on September 22 through September 24 for Black Hills Jeep Jamboree. Fees and deposit have been received.

REGULAR MEETING, February 1, 2016

PUBLIC HEARINGS

3 Wheeler Motorcycle Rally

Public hearing was opened at 5:42 p.m. by Mayor Turbiville. Sarah Anderson, on behalf of Terry Sankey, requested approval for the following:

Street Closure

Speirs moved, Todd seconded to approve the street closures on Main Street on Thursday July 14 from Tin Lizzies to the Masonic Temple from 8:30 p.m. until parade ends, Friday July 15 from Wall Street to Deadwood Street from 10:30 a.m. to 2:00 p.m. for Show 'n Shine, and Saturday July 16 from Four Aces to Masonic Temple from 10:00 a.m. until parade ends. Discussion was held concerning tour busses, possible one-way traffic and timing of truck deliveries during the street closures. Roll Call: Aye-Ruth, Speirs, Todd, Turbiville. Nay-Van Den Eykel. Motion carried.

Set

Speirs moved, Todd seconded to set public hearing on February 16 for Retail (on-off sale) Malt Beverage (RB-21255) License transfer from Pandora's Box to Dakota Gunslingers at 669 Main Street. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to set public hearing on February 16 for NAJA Shriners parade: Street Closure May 7, 2016. Roll Call: Aye-All. Motion carried.

Speirs moved, Todd seconded to set public hearing on February 16 for NAJA Shriners Circus: request to waive fees and vending fees at event complex on July 9, 2016.

NEW BUSINESS

Resolution 2016-05

Van Den Eykel moved, Ruth seconded to approve Resolution 2016-05 to approve credit card acquisition and use policy as authorized by SDCL 4-3-27. Roll Call: Aye-All. Motion carried.

RESOLUTION NO. 2016-05

CREDIT CARD ACQUISITION AND USE POLICY

Whereas: The Deadwood City Commission has determined that the City has a need for a credit card as authorized by SDCL 4-3-27,

Now Therefore, Be It Resolved: The Finance Office is hereby authorized to acquire and use credit card accounts for the purchase of certain necessities on behalf of and for the benefit of the City of Deadwood, in accordance with the policies set out below.

The credit card account shall only be used for the purchase of meeting registration, motel room guarantees, or other purchases that cannot be accomplished by the issuance of a purchase order and billed directly to the city to be processed in the normal warrant process, unless it is more economically advantageous to pay by credit card. Cards may be used to pay for pre-authorized purchases through the Internet, if it is the only means of payment accepted by the vendor. **All purchases must follow purchasing limit guidelines as set forth in employee personnel manual (proper approval for amount of purchase). Monthly credit limit per card holder shall not exceed \$2,500.00 in any statement period.**

The card may not be used to pay for meals that qualify for reimbursement through per diem or for any item which does not directly benefit the City of Deadwood.

The credit card accounts shall be administered by the Finance Office at all times, and may assign sub-administrators for certain departments to oversee the usage, limits, and processing for that department. In all cases where a credit card is used by any city employee original receipts, invoices or other authentic documentation stating what the card was used for shall be submitted to the designated administrator or sub-administrator. The designated person shall immediately verify the purchase was necessary and to the benefit of the City of Deadwood and submit the invoice to the Finance Office with appropriate account coding information. **Charges submitted to the Finance Office for payment without the proper documentation will not be processed and may become the responsibility of the employee through garnishment.** Personal use of the credit card is strictly prohibited. Misuse of credit card accounts or repeated failure to provide proper documentation will be the responsibility of the employee and will be considered grounds for disciplinary action up to and including termination and any restitution.

REGULAR MEETING, February 1, 2016

Any perks, credits or items of value earned because of the use of said cards shall only be used for the benefit of the City and not for that of any employee. Except, frequent flier credits may accrue to the employee/official actually incurring the credit, in accordance with Official Opinion No. 90-04 of the SD Office of the Attorney General.

Dated this 1st day of February, 2016

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

Grants

Ruth moved, Speirs seconded to approve Outside of Deadwood grants totaling \$125,000.00 for the first half of 2016. The approved grants are: All Angels Episcopal Church – Stained Glass Window - \$20,000.00; Black Hills Mining Museum – Signage and Labeling - \$5,000.00; City of Keystone - Museum Roof - \$20,000.00; City of Lead – Highway 85 Trestle - \$12,400.00; Butte County Historical Society – Mark the Ft. Pierre to Deadwood Trail - \$2,600.00; Historic Rapid City – McGillicuddy House - \$15,000.00; Old Fort Meade – Handicap Access - \$10,000.00; South Dakota State Archives – Photo Digitization - \$20,000.00; and Dell Rapids Society of Historic Preservation – Orphanage Complex Structures - \$20,000.00. Roll Call: Aye-All. Motion carried.

Approval

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

Permission

Ruth moved, Speirs seconded to extend Zone 2 open container area to include Kodiak's Arcade at 83 Sherman Street. Discussion was held concerning enforcement of barriers. Roll Call: Aye-All. Motion carried.

RFQ

Ruth moved, Speirs seconded to issue Request for Qualifications for Static and Interactive Displays at Deadwood Welcome Center and set deadline for submittals on March 7, 2016 with final selection presented on April 7 at City Commission meeting. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Toby Keehn, owner of Mustang Sally's, asked if the bank at the Broadway Parking Ramp could be increased. .

Mayor Turbiville stated the next Commission meeting will be held on Tuesday, February 16, 2016 due to observance of President's Day.

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

Commissioner Ruth thanked the City staff for their work during Snowcross and Mardi Gras events.

ADJOURNMENT

Todd moved, Ruth seconded to adjourn the regular session at 6:06 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) with possible action. The next regular meeting will be on Tuesday February 16, 2016.

After coming out of executive session at 6:15 p.m., Van Den Eykel moved, Ruth seconded to contract with Larry Eide of Pappa John, Shriver, Eide, and Nielson to pursue executing the Confession of Judgment on properties held by William Wohlers. Van Den Eykel moved, Speirs moved to adjourn.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

REGULAR MEETING, February 1, 2016

Published once at the total approximate cost of _____

2/11/2016 4:39 PM
 PACKET: 03720 COMBINED - 2-17-16
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-020316	101-3000-202	LIQUOR LICENS BEV LICENSE TRSF - GUNSLINGERS	000000	75.00
01-3704	GARDNER CONSTRUCTION					
		I-020416	101-3000-699	MISC REVENUE REFUND - OVERPAYMENT ON A/R	000000	250.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	325.00
01-0130	TURBIVILLE, CHARLES					
		I-012816	101-4111-427	TRAVEL REIMBS-TOUR CONF,MAYOR LNCHN	000000	289.44
01-0418	BLACK HILLS PIONEER					
		I-907-2016	101-4111-423	PUBLISHING MINUTES - 12/7/15	000000	209.37
		I-918-2016	101-4111-423	PUBLISHING NOH - WINE LIC.-MS MAIL	000000	10.40
		I-940-2016	101-4111-423	PUBLISHING MINUTES - 1/4/16	000000	146.51
		I-951	101-4111-423	PUBLISHING ORDINANCE 1242 - SIGNS	000000	97.22
		I-952-2016	101-4111-423	PUBLISHING NOH - 3 WHEELER ST CLOSURE	000000	13.11
			DEPARTMENT 111	COMMISSION	TOTAL:	766.05
01-3877	MUTUAL OF OMAHA					
		I-472260457	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.46
			DEPARTMENT 142	FINANCE	TOTAL:	16.46
01-0097	FARMER BROTHERS CO					
		I-63071111	101-4192-426-04	SUPPLIES - CI COFFEE - CITY HALL	000000	57.50
01-0223	COCA COLA BOTTLING HIGH					
		I-1477677	101-4192-426-06	SUPPLIES - DA CONCESSION SODA/GRANDSTAND	000000	201.60
01-0436	BLACK HILLS WINDOW CLEA					
		I-55583	101-4192-422-08	PROFESSIONAL- WINDOW CLEAN/HISTORY	000000	99.00
		I-55583	101-4192-422-10	PROFESSIONAL WINDOW CLEAN/LIBRARY	000000	770.00
01-0547	M&M SANITATION					
		I-29725	101-4192-426-05	SUPPLIES - CO TOILET RENTAL /COLD STORAGE	000000	110.00
01-0684	NORTHWEST PIPE FITTINGS					
		I-185858	101-4192-425-13	REPAIRS - REC EASY HEAT SENSORS/REC CENTER	000000	1,232.94
01-0782	JACOBS PRECISION WELDIN					
		I-22663	101-4192-425-06	REPAIRS - DAY 24' SQUARE TUBE/PUBLIC BLDGS	000000	28.80
01-1333	DEADWOOD ELECTRIC					
		I-21258	101-4192-425-06	REPAIRS - DAY ADD OUTLET& CORD/GRANDSTAND	000000	322.46

PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1333	DEADWOOD ELECTRIC		continued			
		I-21259	101-4192-425-08	REPAIRS - HIS ADD OUTSIDE OUTLET/HISTORY	000000	341.90
01-1380	WASTE CONNECTIONS, INC.					
		I-11932580	101-4192-426-11	SUPPLIES - PA DUMPSTER SERVICE/PARKS	000000	1,000.74
		I-11933956	101-4192-426-09	SUPPLIES - HA DUMPSTER SERVICE/HARCC	000000	497.50
01-1502	BLACK HILLS CHEMICAL					
		I-094188	101-4192-426	SUPPLIES CLOROX BLEACH/PUBLIC BLDGS	000000	17.97
		I-094795	101-4192-426	SUPPLIES SNO FLOW ICE MELT/PUBLIC BLDGS	000000	487.55
		I-094796	101-4192-426	SUPPLIES TOILET PAPER-TOWELS/PUB BLDGS	000000	323.70
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-688180	101-4192-425-12	REPAIRS - PAV BALL BEARING	000000	35.68
01-3838	VAST BROADBAND					
		I-01-30-16 PHONE CH	101-4192-428-04	UTILITIES - C TELEPHONE 01/28-02/27/16/CH	000000	1,256.53
		I-PHONE 01-25-16 FH	101-4192-428-07	UTILITIES - F TELEPHONE 01/24-02/23/16/FIRE	000000	260.23
01-3877	MUTUAL OF OMAHA					
		I-472260457	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	6.19
			DEPARTMENT 192	PUBLIC BUILDINGS	TOTAL:	7,050.29
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-300454	101-4193-422	PROFESSIONAL NETWORK PROBLEM - COMPUTERS	000000	420.75
		I-300562	101-4193-422	PROFESSIONAL EMAIL SECURITY, OFFSITE BACKUP	000000	710.00
			DEPARTMENT 193	DATA PROCESSING	TOTAL:	1,130.75
01-0467	CULLIGAN OF THE NORTHER					
		I-74693	101-4210-424	RENTALS DEC WATER COOLER RENTAL-POLICE	000000	15.00
		I-77201	101-4210-424	RENTALS BOTTLED WATER	000000	26.00
		I-77602	101-4210-424	RENTALS FEB WATER COOLER RENTAL-POLICE	000000	15.00
01-0508	GALLS, LLC					
		I-4770087	101-4210-426	SUPPLIES UNIFORM JACKET	000000	75.99
		I-4800680	101-4210-426	SUPPLIES UNIFORM FLEECE	000000	109.99
		I-4820470	101-4210-426	SUPPLIES UNIFORM SWEATER - POLICE	000000	108.99
01-1399	NEVE'S UNIFORMS, INC.					
		I-RP-036796	101-4210-426	SUPPLIES UNIFORM SHIRTS & PANTS	000000	153.40
01-1424	SOUTHSIDE SERVICE					
		I-43767	101-4210-425	REPAIRS R & R FRONT/REAR BRAKES-POLICS	000000	333.23
		I-43776	101-4210-425	REPAIRS ANTIFREEZE, HEATER HOSES-POLICE	000000	70.00

PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1602	DRIVERS LICENSE GUIDE C					
		I-685820	101-4210-422	PROFESSIONAL 2016 I.D.CHECKING GUIDE	000000	100.75
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-688098	101-4210-426	SUPPLIES WASHER FLUID - POLICE	000000	7.98
01-1725	QUILL CORPORATION					
		I-2709945	101-4210-426	SUPPLIES SUPPLIES - POLICE	000000	161.86
		I-2715213	101-4210-426	SUPPLIES EXPANSION FILES - POLICE	000000	22.99
01-1740	STREICHER'S					
		C-CM272388	101-4210-426	SUPPLIES CR FOR RETURN OF BOOTS	000000	134.99-
		I-1192419	101-4210-426	SUPPLIES IRON SIGHTS - POLICE	000000	405.91
01-2402	MERTENS, KENNETH					
		I-012916	101-4210-415	GROUP INSURAN REIMBURSEMENT	000000	293.72
		I-013016	101-4210-426	SUPPLIES REIMBURSE SUPPLIES-MARDI GRAS	000000	28.04
01-3877	MUTUAL OF OMAHA					
		I-472260457	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	59.40
01-3952	BODY CAMS BY RETIRED CO					
		I-DEADWOOD-022016	101-4210-434-02	EQUIP-FEDERAL BODY CAMERAS - POLICE	000000	21,336.00
01-3957	RYAN, BRANDY					
		I-011516	101-4210-427	TRAVEL FUEL REIMBSMT - TRAINING	000000	45.29
		I-011516	101-4210-425	REPAIRS ANTIFREEZE REIMBSMT - TRAINING	000000	14.99
DEPARTMENT 210 POLICE					TOTAL:	23,249.54
01-0360	ABC BUSINESS SUPPLY					
		I-9673	101-4221-422	PROFESSIONAL TONER CARTRIDGE - FIRE DEPT	000000	66.26
01-1410	WESTERN COMMUNICATIONS,					
		I-16-714217	101-4221-426	SUPPLIES PAGER REPAIR - FIRE DEPT	000000	135.25
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-61748	101-4221-425	REPAIRS RREPAIR AIR COMPRESSOR	000000	1,206.16
01-1995	PONTIUS, JERRY					
		I-012516	101-4221-426	SUPPLIES REIMBURSE - TOOLS	000000	39.10
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-021016	101-4221-422	PROFESSIONAL REIMBURSEMENT-LONGEVITY AWARD	000000	25.00
01-3877	MUTUAL OF OMAHA					
		I-472260457	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:						1,476.72

PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 232 BUILDING INSPECTION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0883	SD ASSN. OF CODE ENFORC					
		I-05-04-16CONFERENCE	101-4232-427	TRAVEL	TRAINING CONFERENCE/BLDG INSP	000000 50.00
01-3877	MUTUAL OF OMAHA					
		I-472260457	101-4232-415	INSURANCE	LIFE INSURANCE	000000 4.93
DEPARTMENT 232 BUILDING INSPECTION TOTAL:						54.93
01-0097	FARMER BROTHERS CO					
		I-63071113	101-4310-426	SUPPLIES	TEA/STREETS	000000 9.30
01-0360	ABC BUSINESS SUPPLY					
		I-9844	101-4310-426	SUPPLIES	MH400 MOGUL/STREETS	000000 65.40
		I-9870	101-4310-426	SUPPLIES	STRIP VELCRO 10 PK/STREETS	000000 17.03
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-160110093	101-4310-422	PROFESSIONAL	(2) PAGERS-VOICEMAIL/STREETS	000000 33.18
01-0561	SD ONE CALL					
		I-SD16-0041	101-4310-422	PROFESSIONAL	JAN 2016 MSGS AND FAXES/STRTS	000000 42.56
01-0575	SOUTHSIDE OIL					
		I-089720	101-4310-426	SUPPLIES	GAS AND DIESEL/ALL DEPTS	000000 10,429.41
01-0619	TWILIGHT FIRST AID & SA					
		I-120040	101-4310-426	SUPPLIES	GLOVES-GLASSES-TABLETS/STREETS	000000 250.56
01-0782	JACOBS PRECISION WELDIN					
		I-22679	101-4310-426	SUPPLIES	Q C25 FOR WELDER/STREETS	000000 65.35
01-1348	EDDIE'S TRUCK CENTER, I					
		I-X201017658;01	101-4310-425	REPAIRS	SHOCK BRACKET/STREETS	000000 91.39
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0467819	101-4310-425	REPAIRS	DRIVER/STREETS	000000 24.88
01-1424	SOUTHSIDE SERVICE					
		I-43782	101-4310-425	REPAIRS	HEATER HOSE-ANTIFREEZE/STRTS	000000 87.00
01-1515	RAPID DELIVERY					
		I-315145	101-4310-426	SUPPLIES	BUTLER DELIVERY/STREETS	000000 12.08
		I-316326	101-4310-426	SUPPLIES	EDDIE'S DELIVERY/STREETS	000000 12.08
		I-316880	101-4310-425	REPAIRS	INLAND DELIVERY/STREETS	000000 14.38
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-687834	101-4310-425	REPAIRS	OIL FILTER	000000 28.36
		I-32-688014	101-4310-426	SUPPLIES	FOG LAMP/STREETS	000000 8.69
		I-32-688096	101-4310-425	REPAIRS	THERMAL FLASHER BOX/STREETS	000000 4.71

PACKET: 03720 COMBINED - 2-17-16

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
01-1653	STURDEVANT'S AUTO PARTS	continued				
		I-32-688117	101-4310-426	SUPPLIES ELECTRONIC FLASHER-SCRW/STR	000000	12.19
		I-32-688166	101-4310-425	REPAIRS WINDOW HANDLE FRD/STREETS	000000	6.73
		I-32-688222	101-4310-426	SUPPLIES OIL, AIR FILTER-RAM/STREETS	000000	13.52
		I-32-688950	101-4310-425	REPAIRS HEAVY DUTY ON-OFF/STREETS	000000	7.21
01-3156	BRANDON INDUSTRIES INC.					
		I-121330	101-4310-426	SUPPLIES SIGN TRIM TRAFFIC SIGNS/STRTS	000000	1,808.00
01-3628	BICKLE TRUCK & DIESEL S					
		I-OC13356#2	101-4310-425	REPAIRS AD-9 AIR DRYER/STREETS	000000	168.00
01-3877	MUTUAL OF OMAHA					
		I-472260457	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	30.94
					DEPARTMENT 310 STREETS	TOTAL: 13,242.95
01-1380	WASTE CONNECTIONS, INC.					
		I-11932706	101-4320-422	PROFESSIONAL GARBAGE SERVICE/RESIDENTS	000000	6,601.30
					DEPARTMENT 320 SANITATION	TOTAL: 6,601.30
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-160110104	101-4520-422	PROFESSIONAL (2) PAGERS-VOICEMAIL/PARKS	000000	34.22
01-0653	FASTENAL COMPANY					
		I-SDSPE86336	101-4520-426	SUPPLIES MISC NUTS AND BOLTS/PARKS	000000	49.01
		I-SDSPE86472	101-4520-426	SUPPLIES AUTO PRIMER/PARKS	000000	41.81
01-1502	BLACK HILLS CHEMICAL					
		I-093940	101-4520-426	SUPPLIES SNO PLOW ICE MELT/PARKS	000000	487.55
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-687874	101-4520-426	SUPPLIES AIR FILTERS-OIL FILTERS/PARKS	000000	122.02
01-1731	WHEELER LUMBER OPERATIO					
		I-1340-029434	101-4520-426	SUPPLIES (45) 6X6 BOLLARD POSTS/PARKS	000000	4,094.70
		I-1340-029435	101-4520-426	SUPPLIES (20) 6X6 BOLLARD POSTS/PARKS	000000	3,402.00
01-3877	MUTUAL OF OMAHA					
		I-472260457	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	25.99
01-3953	B.S. REMODELING					
		I-586101	101-4520-433-03	CIP - GORDON FRAMING CONCESSION ST/BALLPARK	000000	1,816.68
					DEPARTMENT 520 PARKS	TOTAL: 10,073.98

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PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA					
		I-472260457	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
				DEPARTMENT 550 LIBRARY	TOTAL:	9.90
			FUND	206 LIBRARY FUND	TOTAL:	9.90

PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: PNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0211	AMPAC					
		I-I00821325001	209-4510-426	SUPPLIES DAILY DEPOSIT BAGS	000000	178.43
01-0223	COCA COLA BOTTLING HIGH					
		I-1663654	209-4510-426	SUPPLIES (8) 5 GAL WATER-CUPS/REC CENT	000000	92.00
		I-1663700	209-4510-426	SUPPLIES (5) 5 GAL WATER/ REC CENTER	000000	32.50
		I-1663760	209-4510-426	SUPPLIES (8) 5 GAL WATER-CUPS/REC CENT	000000	72.00
01-0418	BLACK HILLS PIONEER					
		I-01-30-16 ADS COMM	209-4510-423	PUBLISHING COMMUNITY PAGES SPONCOR/REC	000000	10.00
01-1365	SD PUBLIC HEALTH LAB					
		I-10569738	209-4510-422	PROFESSIONAL COLIFORM TESTING/REC CENTER	000000	15.00
01-1380	WASTE CONNECTIONS, INC.					
		I-11932706	209-4510-426	SUPPLIES GARBAGE SERVICE/REC CENTER	000000	65.00
01-3092	ASSOCIATED SUPPLY COMPA					
		I-79810	209-4510-425	REPAIRS CABINET FAN/REC CENTER	000000	103.10
		I-79811	209-4510-425	REPAIRS PH SENSOR-PLAT BAND/REC CENTER	000000	546.10
01-3151	KONE INC.					
		I-949208786	209-4510-422	PROFESSIONAL ELEVATOR MAINT/REC CENTER	000000	140.07
01-3346	REGIONAL HEALTH					
		I-157402C2296	209-4510-422	PROFESSIONAL TESTING	000000	25.00
01-3424	BLACK HILLS URGENT CARE					
		I-12054	209-4510-422	PROFESSIONAL TESTING	000000	90.00
01-3618	KDSJ 980 AM RADIO					
		I-16-01-037	209-4510-423	PUBLISHING ADS HS SPORTS CLUB/REC CENTER	000000	160.00
01-3648	NETWORK SERVICES COMPAN					
		I-227015-0	209-4510-426	SUPPLIES HARDWOUND RL TOWEL/REC CENT	000000	92.22
		I-227016-0	209-4510-426	SUPPLIES 2 PLY TISSURE FOR DISP/REC CEN	000000	65.34
01-3877	MUTUAL OF OMAHA					
		I-472260457	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-3937	GLOBAL EQUIPMENT COMPAN					
		I-109036640	209-4510-433	IMPROVEMENTS BOTTLE FILLING RETRO/REC CENT	000000	427.16
DEPARTMENT 510 REC CENTER						TOTAL: 2,118.87
01-1682	BLACK HILLS COUNCIL OF					
		I-205	209-4980-429	OTHER ALLOTMENT - 2016	000000	1,565.00

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PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 980 SPECIAL EVENTS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2857	NEIGHBORHOOD LENDING SE					
		I-1152016-A	209-4980-429	OTHER 2016 CAMPAIGN - HOME OWNERSHIP	000000	1,000.00
01-3177	NORTHERN HILLS ALLIANCE					
		I-1030	209-4980-429	OTHER 2016 ALLOCATION	000000	5,000.00
DEPARTMENT 980 SPECIAL EVENTS					TOTAL:	7,565.00
FUND 209 BED & BOOZE FUND					TOTAL:	9,683.87

PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-02052016	215-3000-699	MISC REVENUE SALES TAX FOR JANUARY '16	012016	0.72
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 0.72
01-0096	AUGUSTANA COLLEGE					
		I-020316	215-4572-235	VISITOR MGMT 2016 DAKOTA CONF CONTRIBUTION	000000	1,000.00
01-0475	DEADWOOD CHAMBER & VISI					
		I-020916	215-4572-210	VISITOR MGMT BILL LIST 01/12/16-02/09/16	000000	17,403.40
				DEPARTMENT 572	HP VISITOR MGMT AND INFORTOTAL:	18,403.40
01-2014	TOMS, DON					
		I-LP01	215-4573-335	HIST. INTERP. FUNERALHOME RECORDS BK 1 OF 20	000000	509.60
		I-LP02	215-4573-335	HIST. INTERP. FUNERAL HOME RECORDS BK2 OF 20	000000	514.80
01-2351	PRESERVATION ACTION					
		I-020516	215-4573-325	HIST. INTERP. ANNUAL MEMBERSHIP 2016	000000	100.00
01-3841	SIOUXLAND HERITAGE MUSE					
		I-11635	215-4573-335	HIST. INTERP. EXHIBIT SERVICES - REPLACEMENT	000000	106.80
				DEPARTMENT 573	HP HISTORIC INTERPRETATIOTOTAL:	1,231.20
01-0776	ALBERTSON ENGINEERING,					
		I-9790	215-4575-515	GRANT/LOAN RE 10 HARRISON RET WALL	000000	1,235.45
				DEPARTMENT 575	HP DEADWOOD GRANT AND LOATOTAL:	1,235.45
01-2857	NEIGHBORHOOD LENDING SE					
		I-1152016	215-4576-630	PROFES. SERV. 2015 NBC EXPENSE REIMBURSEMENT	000000	2,642.57
				DEPARTMENT 576	HP PROFESSIONAL SERVICES TOTAL:	2,642.57
01-0547	M&M SANITATION					
		I-29726	215-4577-795	CAPITAL ASSET TOILET RENTAL/FIREWISE	000000	110.00
01-0776	ALBERTSON ENGINEERING,					
		I-9787	215-4577-755	CAPITAL ASSET 2014-186H CRESENT RET WALL	000000	4,301.00
		I-9788	215-4577-755	CAPITAL ASSET 201-187H RAYMONT RET WALL	000000	1,179.00
		I-9789	215-4577-755	CAPITAL ASSET 2014-188H FREMONT RET WALL	000000	1,344.00
		I-9791	215-4577-735	CAPITAL ASSET GRANDSTAND WOOD REPAIR	000000	72.50

PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1182	MACROVISION					
		I-2019-9	215-4577-735	CAPITAL ASSET INSTALL TV RODEO GROUNDS	000000	200.00
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D6359	215-4577-795	CAPITAL ASSET FIRE PROTECT/PREVENT/FIREWISE	000000	6,526.23
01-3555	DAVE STAFFORD ARCHITECT					
		I-I16-218	215-4577-705	CAPITAL ASSET LIBRARY WINDOW REHAB	000000	425.00
01-3691	BERENDSE & SONS					
		I-00-IN6973	215-4577-705	CAPITAL ASSET DEADWOOD LIBRARY WINDOWS	000000	11,082.00
01-3785	TALLGRASS					
		I-2016-010	215-4577-810	CAPITAL ASSET POWERHOUSE PARK CONST DOCS	000000	3,600.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						28,839.73
01-0097	FARMER BROTHERS CO					
		I-63071112	215-4641-426	SUPPLIES HP COFFEE SUPPLIES	000000	9.75
01-0340	MIDCONTINENT COMMUNICAT					
		I-7047175027839	215-4641-428	UTILITIES 3 SIEVER ST- 02/01-02/29/16	000000	65.00
01-0418	BLACK HILLS PIONEER					
		I-892-2015	215-4641-423	PUBLISHING PROPOSAL REQUEST-ST PERFORMERS	000000	36.63
01-0467	CULLIGAN OF THE NORTHER					
		I-76815	215-4641-426	SUPPLIES HP BTL WATER (2)	000000	13.00
		I-77600	215-4641-426	SUPPLIES HP WATER COOLER RENTAL	000000	15.00
01-1827	MS MAIL & MARKETING					
		I-7848	215-4641-423	PUBLISHING FEB NEWSLETTER	000000	597.00
01-1838	RAMKOTA HOTEL					
		I-270733	215-4641-427	TRAVEL KEVIN TOURISM CONF - ACCT 170	000000	362.97
		I-270734	215-4641-427	TRAVEL BLAIR TOURISM CONF - ACCT 170	000000	362.97
		I-270738	215-4641-427	TRAVEL BOB JR TRAVEL CONF - ACCT #170	000000	241.98
01-2029	INTERNATIONAL CODE COUN					
		I-1000656797	215-4641-427	TRAVEL 12 IPMC SOFT BOOKS	000000	71.00
01-3373	AMAZON WEB SERVICES					
		I-67054407	215-4641-428	UTILITIES WEB SVCS 01/01/16-01/31/16	000000	229.25
01-3461	AVI SYSTEMS, INC.					
		I-98403113	215-4641-434	MACHINERY/EQU SMART BOARD REPAIR	000000	129.00
01-3615	STEVEN SCHUYLER BOOKSEL					

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BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3615	STEVEN SCHUYLER BOOKSEL	continued				
		I-9710	215-4641-426	SUPPLIES	WOOD WINDOW REPAIR BOOKS	000000 120.00
01-3877	MUTUAL OF OMAHA					
		I-472260457	215-4641-415	GROUP INSURAN	LIFE INSURANCE	000000 17.33
01-3955	VARIDESK LLC					
		I-I-N-21498	215-4641-434	MACHINERY/EQU	VARIDESK SIT STAND DESK ATTACH	000000 555.00
				DEPARTMENT 641	OFFICE HIST. PRES.	TOTAL: 2,825.88
				FUND	215	HISTORIC PRESERVATION
					TOTAL:	55,178.95

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PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1191	UMENTHUM, KEITH					
		I-407418	216-1310	DUE FROM OTHE WORK DONE 3 SHINE WHITE	000000	183.60
01-1411	BARRY'S ELECTRIC SERVIC					
		I-9832	216-1310	DUE FROM OTHE WORK DONE 512 CLIFF LEWIS	000000	3,877.56
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	4,061.16
01-3195	VECCHI, GREG					
		I-481257	216-4653-962-04	SIDING GRANT SIDING GRANT VECCHI 19 CENTENN	000000	800.00
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	800.00
			FUND	216 REVOLVING LOAN	TOTAL:	4,861.16

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PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 564 LOWER MAIN VISITOR CENTER

DEPARTMENT: 192 PUBLIC BUILDING

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1383	AINSWORTH-BENNING CONST					
		I-LOWERMAIN#2	564-4192-422	PROFESSIONAL LOWER MAIN PROJECT/PUBLIC BLDG 000000		164,038.00
			DEPARTMENT 192	PUBLIC BUILDING	TOTAL:	164,038.00
			FUND	564 LOWER MAIN VISITOR CENTER	TOTAL:	164,038.00

PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-013116	602-4330-422	PROFESSIONAL PUBLIC BLDGS.USAGE - FEB.	000000	680.34
		I-020116	602-4330-422	PROFESSIONAL EQR & USAGE CHARGE - JAN.	000000	24,579.84
01-0684	NORTHWEST PIPE FITTINGS					
		I-184718	602-4330-425	REPAIRS (4) MALE HEX NIPPLES/WATER	000000	43.40
01-0828	USA BLUEBOOK					
		I-857691	602-4330-426	SUPPLIES DISPENSER-PRESS GAUGE/WATER	000000	189.72
01-1491	RENNER, DONOVAN					
		I-012716	602-4330-415	GROUP INSURAN REIMBURSEMENT	000000	254.71
01-1827	MS MAIL & MARKETING					
		I-7822	602-4330-426	SUPPLIES PERP. PAPER - UTILITY BILLS	000000	140.00
		I-7848-A	602-4330-426	SUPPLIES UTILITY BILLS MAILING	000000	257.89
01-3736	METERING & TECHNOLOGY S					
		I-5500	602-4330-425	REPAIRS TRIMBLE RANGE BATTERY PACK/WTR	000000	356.76
01-3818	OFTEDAL CONSTRUCTION, I					
		C-CR-121515PAYREG#8	602-4330-433-01	CIP-HIWAY 85 CORR PAY REQ#8-OVERPMT BY CITY	000000	27.00-
		I-101315PAYREQ#7	602-4330-433-01	CIP-HIWAY 85 PAY REQUEST #7/HWY 85 PROJECT	000000	17,799.63
01-3877	MUTUAL OF OMAHA					
		I-472260457	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	21.04
DEPARTMENT 330 WATER						TOTAL: 44,296.33
FUND 602 WATER FUND						TOTAL: 44,296.33

2/11/2016 4:39 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 607 MT MORIAH CEMETERY OPERAT

DEPARTMENT: 580 MT. MORIAH

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0211	AMPAC					
		I-I00821325001	607-4580-426	SUPPLIES DAILY DEPOSIT BAGS	000000	59.47
01-3838	VAST BROADBAND					
		I-01-23-16 PHONE MM	607-4580-428	UTILITIES TELEPHONE 01/22-02/21/16/MT MO	000000	39.33
				DEPARTMENT 580 MT. MORIAH	TOTAL:	98.80
				FUND 607 MT MORIAH CEMETERY OPERATTOTAL:		98.80

PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1399	NEVE'S UNIFORMS, INC.					
		I-RP-036797	610-4360-426	SUPPLIES FLASHLIGHT - POLICE	000000	95.95
01-1424	SOUTHSIDE SERVICE					
		I-43801	610-4360-425	REPAIRS SRVC ENGINE,OIL,FILTER,ANTIFRZ	000000	57.20
01-2104	INTEGRATED PARKING SOLU					
		I-5933	610-4360-422	PROFESSIONAL ANNUAL HARDWARE MAINT.-PARKING	000000	592.00
01-3712	PASSPORT PARKING, INC.					
		I-2859	610-4360-422	PROFESSIONAL MOBILE PAY - METERS	000000	33.25
01-3877	MUTUAL OF OMAHA					
		I-472260457	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						793.25
01-0320	WHITE'S CANYON MOTORS					
		I-613494	610-4361-426	SUPPLIES HOSE - TROLLEY	000000	92.77
		I-613586	610-4361-426	SUPPLIES INDICATOR - TROLLEY	000000	28.96
01-0619	TWILIGHT FIRST AID & SA					
		I-120039	610-4361-426	SUPPLIES FIRST AID SUPPLIES - TROLLEY	000000	64.75
01-1159	SHOENER MACHINE & TOOL					
		I-82751	610-4361-426	SUPPLIES SPECIAL DIE - TROLLEY	000000	78.50
01-1348	EDDIE'S TRUCK CENTER, I					
		I-R201006596:01	610-4361-425	REPAIRS REPLACED EGR VALVE - TROLLEY	000000	1,045.36
		I-X201016865:01	610-4361-425	REPAIRS 4 SHOCK ABSORBERS - TROLLEY	000000	250.52
01-1515	RAPID DELIVERY					
		I-316941	610-4361-426	SUPPLIES SHIPPING/SHOENER - TROLLEY	000000	12.08
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-687583	610-4361-426	SUPPLIES OIL & FILTERS	000000	157.50
		I-32-687770	610-4361-426	SUPPLIES K-SEAL, STOP LEAK	000000	21.41
		I-32-687853	610-4361-426	SUPPLIES AUTOMAT - TROLLEY	000000	34.76
		I-32-687854	610-4361-426	SUPPLIES BLACK NYLON INTER.- TROLLEY	000000	3.75
		I-32-687862	610-4361-426	SUPPLIES CRANK SNSR - TROLLEY	000000	24.56
		I-32-688088	610-4361-426	SUPPLIES HYDRAULIC HOSE ENDS - TROLLEY	000000	13.62
		I-32-688102	610-4361-426	SUPPLIES HOSE FITTINGS - TROLLEY	000000	8.24
		I-32-688704	610-4361-426	SUPPLIES PRONTO & PREM.BLUE OIL-TROLLEY	000000	133.32
01-1827	MS MAIL & MARKETING					
		I-7807	610-4361-426	SUPPLIES TIME SHEETS, DRIVER LOGS	000000	440.00
01-3641	ALL AROUND AUTO, LLC					

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3641	ALL AROUND AUTO, LLC	continued				
		I-312762	610-4361-426	SUPPLIES CASTERS, BELT	000000	72.58
		I-313217	610-4361-426	SUPPLIES KNOB - TROLLEY	000000	3.87
01-3877	MUTUAL OF OMAHA					
		I-472260457	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						2,496.45

FUND	610	PARKING/TRANSPORTATION	TOTAL:	3,289.70		

2/11/2016 4:39 PM
PACKET: 03720 COMBINED - 2-17-16
VENDOR SET: 01
FUND : 611 MAIN STREET RAMP
DEPARTMENT: 362 MAIN STREET RAMP
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0211	AMPAC					
		I-I00821325001	611-4362-426	SUPPLIES DAILY DEPOSIT BAGS	000000	237.90
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-48104	611-4362-426	SUPPLIES RATE CHG-COMPACT CAR/RAMP	000000	390.00
		I-48257	611-4362-426	SUPPLIES COMPACT CAR SIGNS/PARKING RAMP	000000	282.50
01-3151	KONE INC.					
		I-949208786	611-4362-422	PROFESSIONAL ELEVATOR MAINT/PARKING RAMP	000000	140.07
			DEPARTMENT 362	MAIN STREET RAMP	TOTAL:	1,050.47
			FUND	611 MAIN STREET RAMP	TOTAL:	1,050.47

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 701 RUBBLE SITE

DEPARTMENT: 324 RUBBLE SITE

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3956	ADAMS SALVAGE RECYCLING					
		I-201512073332	701-4324-422	PROFESSIONAL TIRE DISPOSAL/TRI CITY DUMP	000000	2,400.00
				DEPARTMENT 324 RUBBLE SITE	TOTAL:	2,400.00
				FUND 701 RUBBLE SITE	TOTAL:	2,400.00

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 21

PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-02052016	722-2190	AMOUNTS HELD SALES TAX FOR JANUARY '16	012016	2,624.72
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	2,624.72
			FUND	722 SALES TAX AGENCY	TOTAL:	2,624.72

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

PACKET: 03720 COMBINED - 2-17-16

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-021016	723-4000-429	OTHER		
				CITY SLOTS - PYMT 8, YR 1	000000	27,443.18
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	27,443.18
				FUND 723 NICKEL SLOT PAYMENT AGENCY	TOTAL:	27,443.18
					REPORT GRAND TOTAL:	379,106.48

2-16-16
6A

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

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

WHEREAS, CCS; has agreed to perform specific tasks concerning trenching, placement of conduit, removal and replacement of asphalt or concrete along Highway 85, for a total sum not to exceed Twenty-two Thousand Eight Hundred Fifty-seven and 18/100ths Dollars (\$22,857.18), including excise tax, and

WHEREAS, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which CCS shall perform the services concerning the conduit work along Highway 85 to residential and commercial properties; and

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CCS shall lay conduit along Highway 85 for seven residential and commercial addresses;
3. If asphalt or concrete was removed as part of trenching, CCS will put the replace asphalt and/or concrete;
4. CCS shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

5. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
6. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
7. CCS shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
8. CCS agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CCS in connection with this agreement or services performed or materials provided pursuant to this contract;
9. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to CCS;
10. CCS shall be paid in an amount not to exceed Twenty-two Thousand Four Hundred and no/100ths Dollars (\$22,400.00), plus excise tax in the amount of Four Hundred Fifty-seven and 18/100s Dollars (\$457.18), for a total amount of Twenty-two Thousand Eight Hundred Fifty-seven and 18/100ths Dollars (\$22,857.18), for work completed unless change orders are agreed upon in writing by both parties;
11. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied

Dated this ____ day of _____, 2016.

CITY OF DEADWOOD

By: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

CABLE COMMUNICATION SERVICES, INC.

By: _____
Chase Sanftner

Its: _____

State of South Dakota)
) SS
County of _____)

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

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

(SEAL)

Notary Public
My Commission Expires: _____



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

Estimate

DATE	ESTIMATE NO.
12/31/2015	1864

NAME / ADDRESS
City of Deadwood

P.O. NO.
Bob Nelson, Jr.

DESCRIPTION	QTY	COST	TOTAL
Pluma - Hwy 85 aerial to underground placement			
7 addresses - work to include placement of conduit, removal & replacement of all asphalt or concrete.	7	3,200.00	22,400.00
2.041% EXCISE		2.041%	457.18
TOTAL			\$22,857.18

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

Active Data Systems

2504 W. 46th Street

Sioux Falls, SD 57105

605-335-5906 Fax 605-335-2785

www.activedatasystems.com

2-16-16
6C Invoice

Account #	Invoice #	Date
1076	2-16231	2/1/2016

Bill To

City of Deadwood
102 Sherman
Deadwood, SD 57732

Ship To

108 Sherman
Deadwood, SD 57732

Rep	P.O. No.	Ship Date	Ship Via	Terms	FOB
CAM		2/1/2016		Net 30	Sioux Falls
Qty	Description			Rate	Amount
	FileDirector Document Management System Support & Software Assurance From 3/1/16 thru 2/28/17			6,074.54	6,074.54T
	FileDirector SBE Software Serial # 9A433-9ECB4-DE872-4C228-98508				
	1 - Administration Scan License				
	2 - Scan Licenses - Concurrent				
	2 - Retrieval Licenses - Concurrent				
	OCR Full Text Recognition Module				
	1 - Canon DR-7080C Scanner #DB300687				
	1 - Canon DR-6010C S canner #FB302399				
				101-4142-422	2247.54
				215-4641-422	3827
				ms	
				</	

Make all checks payable to:

Active Data Systems

THANK YOU FOR YOUR BUSINESS

REGISTER NOW >

2-16-16
6 D

Advanced ALICE Training (2 days) - \$595

Hosted by: University of Sioux Falls

The purpose of advanced ALICE training is to educate local and school-based law enforcement, as well as church, hospital, and workplace administrators and safety professionals about our researched-based, proactive response approach to Violent Intruder events.

The ALICE training program is designed to supplement current "Lock-down" or "Secure-in-Place" procedures used frequently in our public schools and institutions. Tragic historic events have dictated the need of enhanced response options to increase chances of surviving a horrific event.

Program Topic Areas Include:

- Case Studies
- Policy and Procedures Review
- Infrastructure Design
- Proactive Use of Technology
- Community Resource Assistance
- Mass Evacuations
- Trauma First Aid
- Practical Scenario Training
- Lesson Preparation

Policy and Procedures Review

- Instruction on key components of an organized and thoughtful Active Shooter Emergency Operations Plan with emphasis on Survival Strategies.
- Elicit Active Shooter Readiness Status of their specific institutions, and determine where their strength and weaknesses lie.
- Distinguish between high and low priority issues when advising policy and procedure revisions.

Infrastructure Design

- Recognize potential Safety Hazards in building design.
- Design room layouts with priority on Active Shooter defense.
- Understand immediate methods to improve infra-structure hazards.

Proactive Use of Technology

- Current technology resources available to enhance building/occupant safety.
- Current accepted practices utilizing technology in building/occupant safety.
- Discuss proactive uses of technology for building/occupant safety by interfering with intruder's ability to locate targets.
- Review case studies of past events to determine functionality of technology usage.

Community Resource Assistance

- Locate and elicit community assistance before, during, and after event.
- Demonstrate ability to locate Community Rally Points.
- Discuss potential Community Partners, and the assistance they can provide.
- How to liaison with other local government agencies.

Mass Evacuations

- Discuss Rapid Mass Evacuation plans.
- Discuss tactical advantages associated with maintaining distance vs. securing-in-place and/or barricading.
- Identify non-conventional methods of mobilizing large numbers of people.

Trauma First Aid

- Techniques designed to prolong injury survival until medical assistance is available.

Practical Scenario Training

- Conduct practical scenario training in order to experience, visualize, and reinforce course concepts.

Lesson Preparation

- Participants will be required to build and present a 10 minute presentation to demonstrate material comprehension.
- Review and Exam



K-12



UNIVERSITIES



PLACES OF WORSHIP



HOSPITALS



GOVERNMENT



LAW ENFORCEMENT



BUSINESSES

WHEN

Thursday, June 2, 2016 - Friday, June 3,
2016

8:00 AM - 4:00 PM

[Add to Calendar](#)

WHERE

University of Sioux Falls-Slasbury Science
Center
1505 S. Summit Ave
Sioux Falls, SD 57105
USA
330-661-0106

[Get Map](#)

[Get Driving Directions](#)

PLANNER

[ALICE Training Institute](#)

WEBSITES

[ALICE Training Institute](#)

	8:00 AM ● <u>Advanced ALICE Training: (Preble-Shawnee Local School District) Cadmen, OH</u> 
May 25, 2016	8:00 AM ● <u>Advanced ALICE Training: (Gering Police Department) Scottsbluff, NE</u>
May 26, 2016	8:00 AM ● <u>Advanced ALICE Training: (Clay County Sheriff Office) Vermillion, SD</u>
May 31, 2016	8:00 AM ● <u>Advanced ALICE Training: (Loveland Police Department) Loveland, OH</u>
June 1, 2016	8:00 AM ● <u>Advanced ALICE Training: (Missouri City Police Department) Missouri City, TX</u>
	12:30 PM ● <u>Advanced ALICE Training: (Fox Valley Lutheran High School) Appleton, WI</u> 
June 2, 2016	8:00 AM ● <u>Advanced ALICE Training: (University of Sioux Falls) Sioux Falls, SD</u>
June 6, 2016	8:00 AM ● <u>Advanced ALICE Training: (Blanchard Police Department) Blanchard, OK</u>
	8:00 AM ● <u>Advanced ALICE Training: (Florida State University Police Department) Tallahassee, FL</u>
	8:00 AM ● <u>Advanced ALICE Training: (Jefferson College Law Enforcement Academy) Arnold, MO</u>
	8:00 AM ● <u>Advanced ALICE Training: (Monroe LA Police Department) Monroe, LA</u>
	8:00 AM ● <u>Advanced ALICE Training: (Vail Mountain School) Vail, CO</u>
	8:00 AM ● <u>RAIDER Level 1, 2 & 3: (Sanford Police Department) Sanford, ME</u>
June 13, 2016	8:00 AM ● <u>Advanced ALICE Training: (Sycamore Police Department) Sycamore, IL</u>
June 14, 2016	8:00 AM ● <u>Advanced ALICE Training: (Highspire Police Department) Middletown, PA</u>
June 16, 2016	8:00 AM ● <u>Advanced ALICE Training: (Bangor Area School District) Bangor, PA</u>
	8:00 AM ● <u>Advanced ALICE Training: (Sugar Creek Police Department) Sugar Creek, MO</u>
June 20, 2016	8:00 AM ● <u>Advanced ALICE Training: (Henderson County Sheriff's Office) Henderson, NC</u>
	8:00 AM ● <u>Advanced ALICE Training: (West Memphis Police Department) West Memphis, AR</u>
	8:00 AM ● <u>RAIDER Level 1, 2 & 3: (City of Bradford Police Department) Bradford, PA</u>
June 23, 2016	8:00 AM ● <u>Advanced ALICE Training: (Harford County Sheriff's Office) Bel Air, MD</u>
	8:00 AM ● <u>Advanced ALICE Training: (Kirkland Police Department) Kirkland, WA</u>
	8:00 AM ● <u>Advanced ALICE Training: (Linwood Police Department) Linwood, NJ</u>

ALICE Training: 2 day with *Local* Instructor Certification Option

Program Topic Areas Include:

- Case Studies
- Policy and Procedures Review
- Infrastructure Design
- Proactive Use of Technology
- Community Resource Assistance
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- Practical Scenario Training
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- Discuss tactical advantages associated with maintaining distance vs. securing-in-place and/or barricading.
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Practical Scenario Training

- Conduct practical scenario training in order to experience, visualize, and reinforce course concepts.

Lesson Preparation

- Participants will be required to build and present a 10 minute presentation to demonstrate material comprehension.
- Review and Exam

REGISTER NOW



2-16-16
6E
**GOOD
SHEPHERD**
CLINIC, INC.

1020 State Street, Spearfish, SD 57783

February 10, 2016

Mayor Turbiville & City Commission Members
City of Deadwood
102 Sherman Street
Deadwood, SD 57732

Dear Mayor and City Commission Members,

Thank you so much for allocating \$1000 from the City of Deadwood's 2016 budget. Your generosity will allow the Good Shepherd Clinic, Inc. (GSC) to properly treat our medical patients with the necessary formulary approved medications (at no cost to the patients) and medical supplies, pay for co-payment costs for our Chronic Care Program patients, and exam and refer our new Emergency Dental Program patients to the graciously participating Northern Hills dentists.

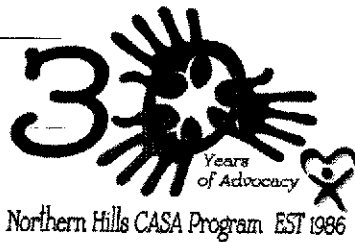
We welcome your \$1000 donation at this time and we sincerely appreciate your City's investment as GSC provides quality medical services, emergency dental care and medication treatment with respect and grace while positioning our patients with improved health to be more productive citizens.

Thank you again and if desired, a pre-hours of operation tour can be arranged for you and/or your City's leadership to witness how your generous financial support assists the GSC mission of *providing quality medical care to the uninsured and financially qualified Northern Hills residents.*

In gratitude,

Susan L. Konstant

Susan L. Konstant, Fund Development Chair
Good Shepherd Clinic, Inc. Board of Directors
(605) 641-9591



The Northern Hills Area CASA Program

741 N 5th Street Spearfish, SD 57783
 (605) 722-4558 Fax (605) 722-5889
 E-mail: rservaty@nhcasa.org
www.nhcasa.org

February 8, 2016

Mayor Chuck Turbiville and Deadwood City Council Members
 Deadwood City Hall
 102 Sherman Street
 Deadwood, SD 57732

Dear Mayor Turbiville,

The Northern Hills Area CASA Program would like to thank the City of Deadwood for your generous allocation of \$5,000 for 2016. Your contribution will enable us to continue making a difference in the lives of abused and neglected children throughout the Deadwood community.

In 2015, the Northern Hills Area CASA Program served 103 children. Last year, 35 advocates were appointed to cases contributing of 7,000 hours of service.

We appreciate the financial support the City of Deadwood provides our program, which allows us to continue our efforts in effectively advocating for abused and neglected children in Deadwood. Thank you once again for your generous donation and continued support of NHCASA. Together we can make a difference, one child at a time!

Sincerely,

Renae Servaty
 Development Associate
 Northern Hills Area CASA



The Northern Hills Area CASA Program's mission is to recruit, train and supervise court-appointed community volunteers who advocate for safe, permanent, nurturing homes for abused and neglected children in the court system.

Board Members:

President Angie Duncan,
 First Western Insurance

Secretary/Treasurer John Senden
 Wells Fargo Bank, Spearfish

Charles Turbiville,
 Deadwood Mayor

Brian Dean,
 Lawrence County Sherriff

Kayla Klein,
 NH Alliance for Children ED

Bruce Hubbard,
 Attorney

Past President Diana Reth,
 Spearfish Family Dentistry

Past President Barb Donat,
 Mediation Matters

Past President Mandy Verhulst,
 Black Hills Federal Credit Union

Past President Tanya Fritz,
 Childrens Home Society

Staff:

Kate Kelley, Director
Kathy Quinn, Case Manager
Renae Servaty, Development
Amber Waldburger, Office Mngr

P.O. BOX 227
68 SHERMAN ST., STE. 213
DEADWOOD, SD 57732



DIRECTOR (605) 722-8889
COURT OFFICE (605) 578-2065
FAX (605) 722-8888
E-MAIL marlene@lmcteencourt.com

February 8, 2016

City of Deadwood
ATTN: Mary Jo
102 Sherman Street
Deadwood, SD 57732

\$4500 — ~~Bud/Borg~~
4000 — Police

RE: 2016 Budget

Dear Commission Members:

I am writing this letter to request the release of the funds appropriated for Teen Court for the 2016 budget year. I am enclosing the 2015 financial statement for your records. Should you need anything else, please advise.

Thank you.

Sincerely,

Marlene Todd
Teen Court Director

MRT:mt
Cc: file

LAWRENCE COUNTY TEEN COURT
Statement of Assets and Net Assets
December 31, 2015

ASSETS

Current Assets:

Wells Fargo Checking	\$ 13,194	
First Interstate Savings	19,332	
First Interstate Bank CD	31,273	
First Interstate Bank CD	<u>21,000</u>	
Total Current Assets		\$ 84,799

Fixed Assets:

Equipment	38,023	
Accumulated Depreciation	<u>(33,193)</u>	
Total Fixed Assets		4,830

Other Assets:

First Interstate Bank Restricted CD	10,001	
First Interstate Bank Restricted CD	11,000	
First Interstate Bank Restricted CD	20,847	
Security Deposit	<u>230</u>	
Total Other Assets		<u>42,078</u>

Total Assets		<u><u>\$ 131,707</u></u>
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NET ASSETS

Net Assets:

Unrestricted Net Assets	92,908	
Restricted Net Assets	42,078	
Current Year's Excess Expenses	<u>(3,279)</u>	
Total Net Assets		<u>131,707</u>

Total Net Assets		<u><u>\$ 131,707</u></u>
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See accompanying accountant's report

LAWRENCE COUNTY TEEN COURT
Statement of Revenues and Expenses
For the Year Ended December 31, 2015

Revenues:

Contributions:

Lawrence County	\$ 15,000	
City of Deadwood	8,500	
City of Lead	2,565	
City of Spearfish	<u>1,500</u>	
Total Contributions		\$ 27,565

Grants:

JAIBG Grant	15,589	
Highway Safety-SDTCA	8,376	
SD Community Foundation	<u>2,000</u>	
Total Grants		25,965

Fundraising Events:

Golf Tournament		16,726
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Program Fees:

Program Fees-Walk for Justice	871	
Program Fees-Various	<u>1,350</u>	
Total Program Fees		2,221

Miscellaneous Revenues:

Donations	7,591	
Interest Income	364	
Reimbursed Expenses	<u>40</u>	
Total Miscellaneous Revenues		7,995
Total Revenues		80,472

Expenses:

JAIBG Grant:

Classroom Rent	3,186	
Facilitator Fees	2,400	
Walk for Justice	2,351	
Administrative Costs	1,998	
Prairie Hills Transit	1,463	
Awards Expense	1,458	
Telephone	1,168	
Class Supplies	<u>991</u>	
Total JAIBG Grant		15,015

Fundraising Events:

Golf Tournament		3,609
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LAWRENCE COUNTY TEEN COURT
Statement of Revenues and Expenses
For the Year Ended December 31, 2015

Other Expenses:

Payroll	38,713
Scholarships	6,250
Insurance-Liability/Accident/D & O	4,060
Rent	3,186
Payroll Tax	2,962
Depreciation Expense	1,956
Telephone	1,260
Office Supplies	1,125
Maintenance Agreements	1,067
Facilitator Fees	1,000
Travel	775
Dues & Subscriptions	760
Professional Fees	607
Repairs	451
Insurance-Workers Comp	401
Meals	298
Postage & Delivery	156
Miscellaneous	100

Total Other Expenses	<u>65,127</u>
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Total Expenses	<u>83,751</u>
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Net Expenses over Net Revenues	<u><u>\$ (3,279)</u></u>
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Deadwood Business Club, Inc.
PO Box 15, Deadwood, SD 57732
503.c Non-Profit 45-4155026

February 3, 2016

Ronda Morrison, Assistance Finance Officer
City of Deadwood - Finance Office
102 Sherman Str
Deadwood, SD 57732

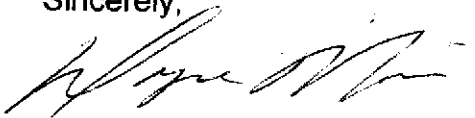
Dear Ronda,

On behalf of the Deadwood Business Club, Inc., I would like to request the \$12,000 awarded by the City of Deadwood 2016 budget and the \$10,000 approved from the BID 7 allocation.

If you need any additional information to process this request, please let me know.

Thank you for your support!

Sincerely,

A handwritten signature in black ink, appearing to read "Wayne Morris", written over a horizontal line.

Wayne Morris, President
Deadwood Business Club
605-920-1512

2-16-16
6 F

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
RANGEL CONSTRUCTION COMPANY, 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 RANGEL CONSTRUCTION COMPANY, LLC, a South Dakota limited liability company, with its principal place of business located at 2626 W. Main Street #3, Rapid City, SD 57702, hereinafter referred to as "RANGEL;"

WHEREAS, RANGEL; has agreed to perform specific tasks concerning the removal and replacement of three (3) rotted structural log members of the Days of '76 Rodeo Grounds Grandstand, 1876 Drive, Deadwood, South Dakota; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which RANGEL shall perform the services concerning the repair and replacement of rotted structural logs of the Days of '76 Grandstand; and

WHEREAS, the CITY has accepted the proposal from RANGEL for an amount not to exceed Forty-eight Thousand Four Hundred and No/100ths Dollars (\$48,400.00); and

WHEREAS, the CITY has accepted the proposal from RANGEL, 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. RANGEL shall remove and replace three (3) structural log members of the Days of '76 Grandstand;
3. RANGEL shall provide a crane and lifting equipment as required;
4. RANGEL shall install hardware as required, re-using hardware when applicable and using new hardware when required.
5. Structural shoring and bracing shall be done pursuant to the report and diagrams provided by Albertson Engineering;

6. RANGEL shall patch roofing, concrete penetrations, log penetrations, etc. as required;
7. RANGEL shall paint all new and removed log members off site to match existing members, using Cabot Latex Solid Color Exterior Stain;
8. RANGEL shall protect and/or repair existing construction as needed;
9. RANGEL shall substantially complete the project by no later than May 15, 2016;
10. CITY shall be entitled to liquidated damages in the amount of \$100 for each calendar day of delay after May 15, 2016, and shall be deducted from any monies due to RANGEL as liquidated damages for the loss to CITY.
11. The assessment for liquidated damages for failure to complete the work within the contract period shall not constitute a waiver of CITY's right to collect any additional damages which CITY may sustain by failure of RANGEL to carry out the terms of this contract.
12. RANGEL shall install and perform the work described herein in a qualified and workmanlike manner to ensure the installation and products receive the manufacturer's warranty;
13. RANGEL shall provide all signage and/or other markers to prevent injuries to persons or property near or entering the work area;
14. RANGEL shall provide adequate general liability insurance coverage, and such insurance coverage shall be maintained at all times during the period of performance and until the work is accepted by the CITY;
15. RANGEL shall clean and dispose of waste materials, sawdust, debris and rubbish from site during and after construction;
16. RANGEL 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 RANGEL in connection with this agreement or services performed or materials provided pursuant to this contract;
17. RANGEL 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;

18. The amount of Forty-eight Thousand Four Hundred and no/100ths Dollars (\$48,400.00) shall be due to RANGEL upon completion of the project unless change orders are agreed upon in writing by both RANGEL and CITY;
19. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to RANGEL;
20. 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
21. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this ____ day of _____, 2016.

CITY OF DEADWOOD

By: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

RANGEL CONSTRUCTION COMPANY, LLC.

By: _____
Mario Rangel
Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2016, before me, the undersigned officer, personally appeared Mario Rangel, the _____ of Rangel Construction Company, 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: _____

2-16-16
66

AGREEMENT BETWEEN THE
DEADWOOD HISTORIC PRESERVATION COMMISSION
AND DEADWOOD ALIVE, INC.

THIS AGREEMENT is by and between the DEADWOOD HISTORIC PRESERVATION COMMISSION of 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," DEADWOOD ALIVE, INC., with its principal place of business located at P.O. Box 190, Deadwood, SD 57732.

WHEREAS, CITY advertised a Request for Proposal for purpose of obtaining the services of a primary troupe of actors and performers for reenactments on Main Street in accordance with Deadwood Codified Ordinance 5.28.11 along with the performance of the Trial of Jack McCall; and

WHEREAS, following the receipt of proposals, CITY selected DEADWOOD ALIVE's proposal to perform street reenactments and the Trial of Jack McCall in Deadwood during the 2016 through 2020 seasons, for an annual sum not to exceed One Hundred Three and 00/100ths Dollars (\$103,000.00), and

WHEREAS, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which DEADWOOD ALIVE shall provide reenactments and perform the Trial of Jack McCall in the City of Deadwood; and

WHEREAS, 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. CITY owns the original script for the Trial of Jack McCall and hereby authorizes DEADWOOD ALIVE to utilize said script for said performance of the Trial of Jack McCall.
3. DEADWOOD ALIVE shall travel to Pierre and appear at the South Dakota Governor's Conference on Tourism annually in January of each year of the contract;

4. DEADWOOD ALIVE shall travel to Pierre and appear at Deadwood's Historic Preservation Day at the South Dakota Legislature annually in January of each year of the contract;
5. DEADWOOD ALIVE shall annually provide a spring season from the beginning of April to the week prior to Memorial Day for each year of the contract with street appearances and performances on Fridays and Saturdays of two historical reenactors portraying Deadwood Legends such as Calamity Jane, Wild Bill Hickok, Seth Bullock, etc. for a minimum of four (4) hours per day;
6. DEADWOOD ALIVE shall annually perform during the summer season, Memorial Day through Labor Day, Monday through Saturday, Main Street shootout reenactments at 2:00 p.m., 4:00 p.m. and 6:00 p.m.; the assassination of Wild Bill along with the capture of Jack McCall at 7:30 p.m. and the Trial of Jack McCall at 8:00 p.m. daily in a suitable theater space as agreed by both parties, and a street presence of additional performances interspersed throughout the day;
7. DEADWOOD ALIVE will provide a minimum of six (6) actors daily during the summer seasons, along with additional support personnel including sound/lighting stage techs, ticket sales, crowd and traffic control and cleaning staff;
8. DEADWOOD ALIVE shall defer to CITY for priority of street use;
9. DEADWOOD ALIVE shall annually provide a fall season September through early November, Friday and Saturday street appearances and performances of two historical reenactors portraying the Deadwood Legends of Calamity Jane, Wild Bill Hickok, Seth Bullock, etc. for a minimum of four (4) hours per day;
10. DEADWOOD ALIVE agrees to be available for conventions, bus groups and other events for a nominal fee around scheduled performances and DEADWOOD ALIVE agrees to provide actors at no charge for any CITY requested appearances;
11. DEADWOOD ALIVE will continue, as time and budget allows, too provide reenactors to participate in community parades and activities;
12. No further changes to this Agreement will be approved by the CITY, unless approved in writing by both parties;
13. DEADWOOD ALIVE shall adopt and adhere to strict safety precautions and measures relating to the discharge of firearms during performances and the CITY has the right to inspect and monitor said safety measures;
14. DEADWOOD ALIVE 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;
15. DEADWOOD ALIVE 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 DEADWOOD ALIVE in connection with this agreement or services performed or materials provided pursuant to this contract;

16. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to DEADWOOD ALIVE;
17. DEADWOOD ALIVE shall be paid in an amount not to exceed One Hundred Three Thousand and no/100s Dollars (\$103,000.00), for performances unless changes are agreed upon in writing by both parties;
18. DEADWOOD ALIVE may set ticket prices for the Trial of Jack McCall that allows suitable revenue for operations to meet the terms of this contract; and
19. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this ____ day of _____, 2016.

CITY OF DEADWOOD

By: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

DEADWOOD ALIVE, INC.

By: _____
Willie Stienlicht

Its: Chairman

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2016, before me, the undersigned officer, personally appeared Willis Stienlicht, known to me to be the Chairman of Deadwood Alive, Inc., whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

Date: January 28, 2016

Structural Engineer (SER):

Albertson Engineering, Inc.
3202 West Main, Suite C
Rapid City, SD 57702

Client:

City of Deadwood
108 Sherman Street
Deadwood, SD 57735
Attn: Kevin Kuchenbecker

Project Name: Retaining Wall Replacement/Repair
Project Location: Deadwood, South Dakota
SER Project #: 2016-041

PROJECT DESCRIPTION

Design of retaining wall replacements and/or repairs at several locations to be determined by Historic Preservation Officer and Building Official for the City of Deadwood.

SCOPE OF SERVICES

The Structural Engineering Services to be provided are described in the Summary of Services (Exhibit A) and Terms and Conditions (Exhibit B). Included Additional Services (Exhibit B, Paragraph 3.1.1 and 3.1.2) are specifically noted in Exhibit A. This agreement does not include services for Project Peer Review, Special Inspections, or Fast Track Design and Construction.

ENGINEERING CHARGES

Compensation for our services shall be:

Services are to be billed at the SER's current standard hourly rate not to exceed Sixty Thousand dollars (\$60,000.00).

The SER's current standard hourly rate schedule is:

Principal Engineer:	\$145/hour
Project Engineer II:	\$120/hour
EIT:	\$90/hour
Drafting:	\$60/hour
Clerical:	\$50/hour

The engineering charges stated above shall be subject to renegotiation if the project becomes a Fast Track Project.

REIMBURSABLE EXPENSES

Reimbursable expenses (e.g., mileage, postage, copying) as described in the Terms and Conditions shall be billed as a multiple of 1.0 times the cost incurred plus any applicable taxes. Subconsultant expenses shall be billed as a multiple of 1.15 times the cost incurred plus any applicable taxes.

ADDITIONAL PROVISIONS

This Agreement, and Exhibits A & B hereto, constitute the entire agreement between the parties. The SER will begin services upon receipt of a signed contract.

This agreement will expire if not signed within 1 month of the agreement date.

AUTHORIZED ACCEPTANCE

by Structural Engineer
of Record (SER)



Signature

Mike Albertson, President

Print Name and Title

1/28/16

Date

by Owner

Signature

Print Name and Title

Date



Albertson Engineering Inc.

3202 W. Main Street, Suite C
Rapid City, SD 57702

An Agreement Between Owner and Structural Engineer of Record for Professional Services®

Prepared by the Council of American Structural Engineers (CASE Document 2-1996)



Albertson Engineering Inc.

EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the letter of agreement dated January 29, 2016 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

The services of the Structural Engineer of Record for this proposal may include those summarized below. See Exhibit B - Terms and Conditions - for further details.

Basic Services	Include	Exclude	Notes
PROJECT DEVELOPMENT PHASE			
1. Define Scope of Structural Services	X		
2. Assist in Development of Schedule	X		
3. Assist in Determining Channels of Communication	X		
4. Assist in Determining Number of Meetings and Number of Site Visits			
CONTRACT DOCUMENTS PHASE			
1. Prepare Structural Design of Primary Structural System	X		
2. Designate Elements to be designed by Specialty Engineers, and Specify Structural Criteria for Specialty Engineers Design of Pre-Engineered Structural Elements.	X		
3. Review Effect of Secondary or Non-Structural Elements Attached to Primary Structural System	X		
4. Attend Meetings	X		
5. Assist in Coordination with Building Code Officials	X		

Basic Services (continued)			
6. Complete Structural Calculations	X		
7. Complete Structural Drawings	X		
8. Prepare or Edit Specifications for the Primary Structural System (on drawings)	X		
9. Assist in Establishing Testing and Inspection Requirements	X		
10. Perform Checking and Coordination of the Structural Documents	X		
CONSTRUCTION ADMINISTRATION PHASE	X		
1. Bidding and Award			
a. Assist Evaluating Bidder's Qualifications			
b. Provide Structural Addenda and Clarifications	X		
c. Assist in Bid Evaluation	X		
2. Pre-Construction Services	X		
a. Attend Meetings			
b. Assist in Establishing Communications Procedures	X		
c. Assist in Establishing Procedures for Testing and Inspections	X		
d. Assist in Confirming Submittal Procedures	X		
e. Assist in Selection of Testing Agency	X		
f. Advise Client and Contractor Which Structural Elements Require Construction Observation by SER	X		

Basic Services (continued)			
g. Respond to Building Department and Peer Reviewer Comments	X		
3. Submittal Review			
a. Review Specified Submittals for Items Designed by SER	X		
b. Review Submittals for Pre-Engineered Structural Elements			
4. Site Visits			
a. Make Site Visits at Intervals Appropriate to the Stage of Construction	X		
b. Prepare Site Visit Reports			
5. Materials Testing and Inspection			
a. Review Testing and Inspection Reports	X		
b. Initiate Appropriate Action to Those Reports, if required			

ADDITIONAL SERVICES

1. Prepare and/or process typical construction administration items such as pay requests, requests for information, change orders, substantial completion.



An Agreement Between Owner and Structural Engineer of Record for Professional Services©

Prepared by the Council of American Structural Engineers (CASE Document 2-1996)

EXHIBIT B - Terms and Conditions

This is an exhibit attached to and made a part of the agreement dated January 28, 2016 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

Section I - General

1.1 This Agreement

- 1.1.1 These Terms and Conditions, along with the Agreement, and Exhibit A - Summary of Services, form the Agreement as if they were part of one and the same document. Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of the Structural Engineer of Record (SER).
- 1.1.2 The Agreement and Exhibit A may limit or negate the applicability of these Terms and Conditions. Such limitation shall take precedence over provisions of this Exhibit.

1.2 General Obligations of the SER and the Owner

- 1.2.1 Albertson Engineering Inc., hereinafter referred to as the Structural Engineer of Record (SER), shall perform those professional structural engineering services as specified in Exhibit A and detailed in these Terms and Conditions. In rendering these services, the SER shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered.
- 1.2.2 The Owner shall verify that the contemplated project will be financed adequately, including provisions for contingencies, to accomplish the stated and desired goals and commitments.
- 1.2.3 The Owner shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the contract documents phase.
- 1.2.4 The SER shall recommend that the Owner obtain those geotechnical investigations, property surveys, reports and other data necessary for performance of the SER's services. Those services may be provided under this contract if requested by owner.

- 1.2.5 The SER shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project.
- 1.2.6 The Owner shall provide to the SER reports of geotechnical investigations, property surveys, and other reports and data requested, if available, as well as any previous reports or other data relative to the Project.

1.3 Definitions

- 1.3.1 Primary Structural System is the completed combination of elements, which serve to support the self weight, the applicable live load (which is based upon the occupancy and use of the spaces), the environmental loads such as wind and thermal, plus the seismic loading.
- 1.3.2 Pre-Engineered Structural Elements are structural elements, which are specified by the SER but may be designed by a Specialty Engineer. These elements are normally fabricated off-site, may require specialized equipment not usually available at the job site or could require a proprietary process. The SER shall specify the design criteria including the incorporation of the Pre-Engineered Structural Elements into the structure.

Examples of Pre-Engineered Structural Elements may include but are not limited to:

- a. Open web steel joists and joist girders.
 - b. Wood trusses.
 - c. Combination wood and metal, and plywood joists.
 - d. Precast concrete elements.
 - e. Prefabricated wood or metal buildings.
 - f. Tilt-up concrete panel reinforcement and hardware required for lifting to position.
- 1.3.3 Specialty Engineer is an engineer who is legally responsible for sealing plans and designs for Pre-Engineered Structural Elements, which become part of the building. The Specialty Engineer is usually retained by a supplier or subcontractor who is responsible for the design, fabrication and (sometimes) installation of engineered elements.
 - 1.3.4 Secondary Structural Elements are elements that are structurally significant for the function they serve but do not contribute to the strength or stability of the primary structure designed.
 - 1.3.5 Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals and lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional services sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.
 - 1.3.6 Fast Track Projects are projects in which any portion of the contract drawings are released for pricing/

bid/fabrication, or are submitted for building permit prior to such issuance of full design team documents.

Prepare construction observation reports.

Section 2 - Basic Services

2.1 General

2.1.1 The Basic Services of the SER shall include the analysis of, design of, preparation of drawings and specifications for; review of structural submittals related to; and construction observation of the Primary Structural System, as designated in Exhibit A.

2.1.2 Provide Structural criteria for Pre-Engineered Structural Elements, if required by Exhibit A. This includes the type of element, position within the structure, connection to the Primary Structural System, the loading and deflection criteria, and the required shop drawing and calculation submittal requirements

2.1.3 Review the effect of Secondary elements on the Primary Structural System and design the Primary Structural System to accept and support such items. The contract documents shall provide information regarding the supporting capability and physical attachment limitations of the Primary Structural System.

2.1.4 Submittal Review:

Review specified Submittals pertaining to items designed by the SER. Determine whether Submittals have received prior approvals as required by the Contract Documents. Review of Submittals shall be for general conformance with the information given and design concept expressed in the Structural Contract Documents.

Review submittals pertaining to Pre-Engineered Structural Elements specified by the SER and designed by Specialty Engineers. Determine whether Submittals have received prior approvals as required by the Contract Documents. Determine whether Submittals bear the signature and professional seal of the Specialty Engineer responsible for the design as required by the Contract Documents. Review of Pre-Engineered Structural Elements shall be for type, position, and connection to other elements within the Primary Structural System, and for criteria and loads used for their design. Review shall include determination that structural elements necessary for a stable structure will be provided.

2.1.5 Construction Observation:

Make site visits at intervals appropriate to the stage of construction and as defined by the Contract to observe and become generally familiar with the quality and the progress of the construction work relative to the Primary Structural System.

Section 3 - Additional Services

3.1 General

3.1.1 Services beyond those outlined under Basic Services may be requested. These services may be provided by the SER under terms mutually agreed upon by the Client and the SER.

3.1.2 Special Services are services that may or may not be foreseen at the beginning of design stages, and are not normally included as Basic Services. Examples include, but are not limited to:

- 1) Tenant-related design services.
- 2) Services related to special dynamic analyses such as spectrum or time-history response to seismic forces, or floor-response analysis for footfall or vibratory equipment.
- 3) Services related to special wind analyses, such as wind-tunnel tests, etc.
- 4) Services related to "seismic risk" analysis.
- 5) Studies of various schemes to accommodate special energy requirements.
- 6) Services connected with the preparation of documents for alternate bids or for segregated contracts for phased or fast track construction.
- 7) Continuous and/or detailed inspections of construction.
- 8) Design or field observations of shoring and bracing for excavations and buildings, or underpinning of adjacent structures.
- 9) Design or review related to contractor's construction related equipment, e.g., cranes, hoists, etc.
- 10) Design of swimming pools.
- 11) Design for future expansion.
- 12) Filing application for and obtaining a building permit.
- 13) Preparation of "as-built" or record set of drawings.
- 14) Preparation of shop or fabrication drawings, for example, tilt-up wall panel drawings, reinforcing and structural steel detailing, etc.
- 15) Review and determination of structural fire resistance requirements.
- 16) Providing construction observations in excess of those required determining if construction is in general conformance with the structural portions of the construction documents.

- 3.1.3 Extra Services - These are services that arise as a result of unforeseen circumstances during the design or construction process.

Examples include, but are not limited to:

- 1) Services resulting from changes in scope or magnitude of the project as described and agreed to under the Basic Services Agreement.
- 2) Services resulting from changes necessary because of a construction cost over-run, which is outside the control of the SER.
- 3) Services resulting from revisions, which are inconsistent with approvals or instructions previously given by the Client.
- 4) Services resulting from revisions due to the enactment or revision of codes, laws, or regulations subsequent to the start of preparation of construction documents.
- 5) Services resulting from Change Orders.
- 6) Services resulting from corrections or revisions required because of errors or omissions in construction by the building contractor or in design by consultants other than the SER.
- 7) Services resulting from construction procedures over which the SER has no control.
- 8) Services due to extended design or construction time schedules.
- 9) Services, including assisting in preparation for litigation or arbitration as witnesses or consultants, in connection with any public hearing, arbitration, or legal proceedings with respect to the project.
- 10) Services resulting from damage, as the result of fires, man made disasters, or acts of God.
- 11) Review and design of alternate or substitute systems.
- 12) Review of additional shop drawing submittals when occasioned by improper or incomplete submittals.
- 13) Attendance at construction progress meetings.
- 14) Overtime work required by the Contractor.
- 15) Services rendered for special foundations when the discovery of poor soil conditions is made after execution of this Agreement. Examples include, but are not limited to: deep foundations, mat footings, structural grade slabs, and grade beams.

Section 4 - Fees and Payments

4.1 Fees and Other Compensation

- 4.1.1 Fees for Basic Services, Additional Services and Compensation for Reimbursable Expenses are set forth in the Letter Agreement.

4.2 Payments on Account

- 4.2.1 Invoices for the SER's services shall be submitted, at the SER's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.
- 4.2.2 Retainers, if applicable to this Project, shall be credited to the final invoice(s).
- 4.2.3 Any inquiry or questions concerning the substance or content of an invoice shall be made to the SER in writing within 10 days of receipt of the invoice. A failure to notify the SER within this period shall constitute acknowledgement that the service has been provided.

4.3 Late Payments

- 4.3.1 A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees.
- 4.3.2 In the event that any portion of an account remains unpaid 30 days after billing, the SER may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, suspend or terminate the performance of all services.

Section 5 - Insurance, Indemnifications & Risk Allocation

5.1 Insurance

- 5.1.1 The SER shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect the SER from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the SER's services under this Agreement, and from claims under the Workers' Compensation Acts. The SER shall, if requested in writing, issue certificate confirming such insurance to the Owner.
- 5.1.2 Albertson Engineering Inc. shall maintain professional liability insurance coverages with limits no less than \$1,000,000 per claim, \$1,000,000 aggregate. The policy's retroactive date must be not later than the date that Professional Services commenced under the terms of this contract and Albertson Engineering Inc. must continue cover coverage for a period of not less than two years

after all Professional Services under the terms of this contract are completed.

5.2 Indemnifications

- 5.2.1 The Owner shall indemnify and hold harmless the SER and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense are caused in whole or in part by the negligent act or omission and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except the SER) or anyone for whose acts any of them may be liable.
- 5.2.2 The SER shall indemnify and hold harmless the Owner and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omission by the SER in performance of its services under this Agreement.

Section 6 - Miscellaneous Provisions

6.1 Reuse of Documents

- 6.1.1 All documents including calculations, computer files, drawings, and specifications prepared by the SER pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this project. They are and shall remain the property of the SER. Any reuse without written approval or adaptation by the SER is prohibited.

6.2 Opinion of Probable Construction Costs

- 6.2.1 The SER's opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximates quantities of material and equipment, and therefore is of a conditional character. The SER cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

6.3 Hidden Conditions

- 6.3.1 A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the SER shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and if necessary, all costs necessary to correct said condition. If (1)

the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.

6.4 Termination, Successors and Assigns

- 6.4.1 This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- 6.4.2 The Owner and the SER each binds himself or herself, partners, successors, executors, administrators, assigns and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.
- 6.4.3 Neither the Owner nor the SER shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the SER from employing such independent consultants, associates and subcontractors, as he or she may deem appropriate to assist in the performance of services hereunder.

6.5 Disputes Resolution

- 6.5.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

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

2-16-16
6I

MEMORANDUM

Date: February 12, 2016
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Soda Fountain Restoration Update

This Historic Preservation Office received an e-mail update on the Soda Fountain Restoration from American Soda Fountain, Inc. The fountain was in a greater state of deterioration than anticipated and several obstacles presented themselves and took extra time to address and solve and find the appropriate components.

So far the chassis has been rebuilt entirely from wood; fabricated and installed new steel inner tanks for freezer and milk compartment to include drains; fabricated and installed all new cooling coils for freezer, milk compartment and syrup rail; retrofitted/repared the syrup rail including new drains; completely rebuilt each oval ice cream cover and breaker rings; restored milk compartment cover; rebuilt underside of fountain top with stainless steel; rebuilt ice pan using original components; provide updated refrigeration system and soda system/cooling including carbonator and regulator; rebuild draft arms with two being non-working at one station. Pictures of the fountain restoration process are attached.

When we received the original estimate from American Soda Fountain, Inc. it included the re-use/upgrade of the existing syrup pumps and supplying some syrup and crushed fruit jars. However, a full set of jars and pumps will need to be replaced for a cost of \$3,647.75. A copy of the quote for the additional costs is attached.

At present American Soda Fountain Inc. is proceeding towards the last steps of restoration to include the modern refrigeration system. Once completed a crate will be constructed for shipping and American Soda Fountain Inc. will submit another quote for the return shipping costs of the Soda Fountain.

The Historic Preservation Commission met February 10, 2016 and recommend to the City Commission approval.

Recommend Motion: *Move to approve the quote for the additional costs of the full set of jars and pumps for the Soda Fountain Restoration at a cost of \$3,647.75.*



AMERICAN SODA FOUNTAIN, INC.

455 NORTH OAKLEY BOULEVARD
CHICAGO ILLINOIS 60612 USA
~ (312) 733-5000 fax (312) 733-3621
~ mail@americansodafountain.com

Quote

DATE	12/31/2015
Fax#	605-641-5568
Phone#	605-578-2882

NAME / ADDRESS
CITY OF DEADWOOD Department Of Planning & Preservation 108 Sherman Street Deadwood, SD 57732 Att: Kevin Kuchenbecker

Ship To

QTY	ITEM	DESCRIPTION	TOTAL
		SYRUP RAIL ASF SUPPLIED COMPLETE SET of Jars, Pumps, Crushed Fruit Covers EXISTING PUMPS NOT TO CODE, COULD NOT RETROFIT, TOO DAMAGED NOT ENOUGH OPEN TOP JARS AVAILABLE TO USE ESTIMATE was to REPAIR, AND UPGRADE AS NEEDED...NOT TO REPLACE ALL Please send ALL Usable Jars - NOT CRACKED in to ASF FOR CREDIT/EXCHANGE..	
7	B&B Jar Chi...	JARS-Long BLACK CHINA Oval, -Vintage,OBSOLETE	1,011.50
1	B&B Jar Chi...	DOUBLE JAR Oval, Vintage,OBSOLETE	165.00
4	B&B Jar Chi...	Short JAR BLACK CHINA Oval, -Vintage,OBSOLETE	514.00
1	JAR, SPOON	SPOON JAR Black VITREOUS CHINA Vintage, OBSOLETE 13 Jars on Rail (12 + Spoon Jar)	85.00
7	LC-Pump	Pumps, LONG-OVAL, Stainless Steel, Vintage - OBSOLETE	1,365.00
1	LC-Pump	Chocolate Pump LONG- OVAL Stainless Steel, Vintage - OBSOLETE	289.00
1	B&B LIFT C...	COVERS, Oval Lift-Off w/ Ladle STAINLESS STEEL, VINTAGE-Obsolete, - (Needs 4 ..has 3)	78.75
1	ID - CERAM...	LC CERAMIC FLAVOR ID, Vintage-OBSOLETE ...Limited Quantity/Selection-SM	24.50
11	ID - CERAM...	Exchange	0.00
		FLAT Surface, Box Insert on Fountain Work Surface	
1	JAR/Cover P...	END JAR / ROUNDED for Box White VITREOUS CHINA- VINTAGE- Obsolete for CRUSHED FRUIT	115.00

EXCHANGEThank You!!

TOTAL \$3,647.75

- Prices Subject to Change -

Signature & Date

AMERICAN SODA FOUNTAIN

INCORPORATED

www.americansodaountain.com

Since 1917

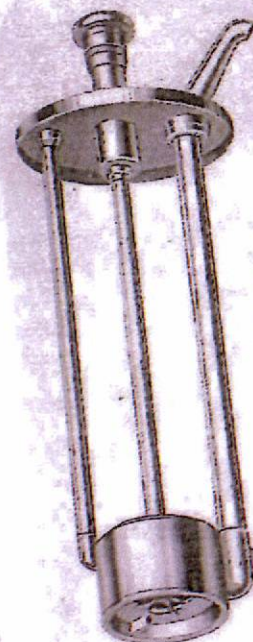
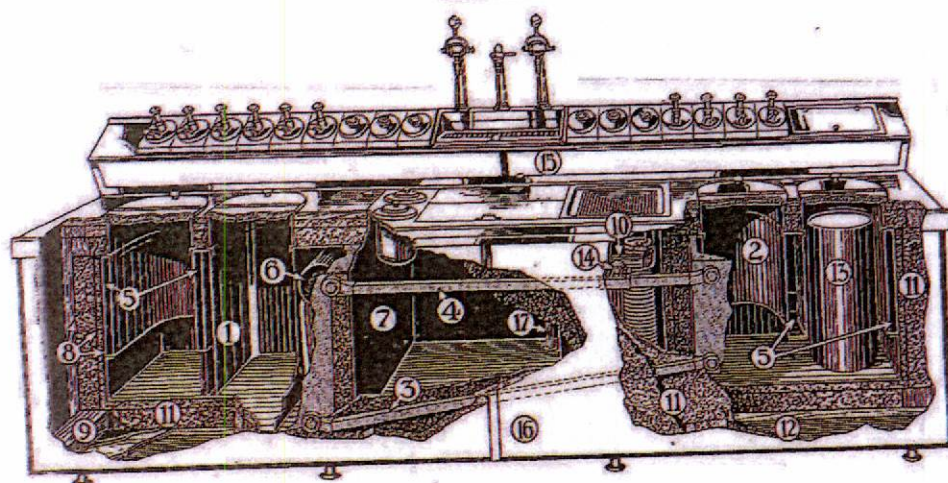
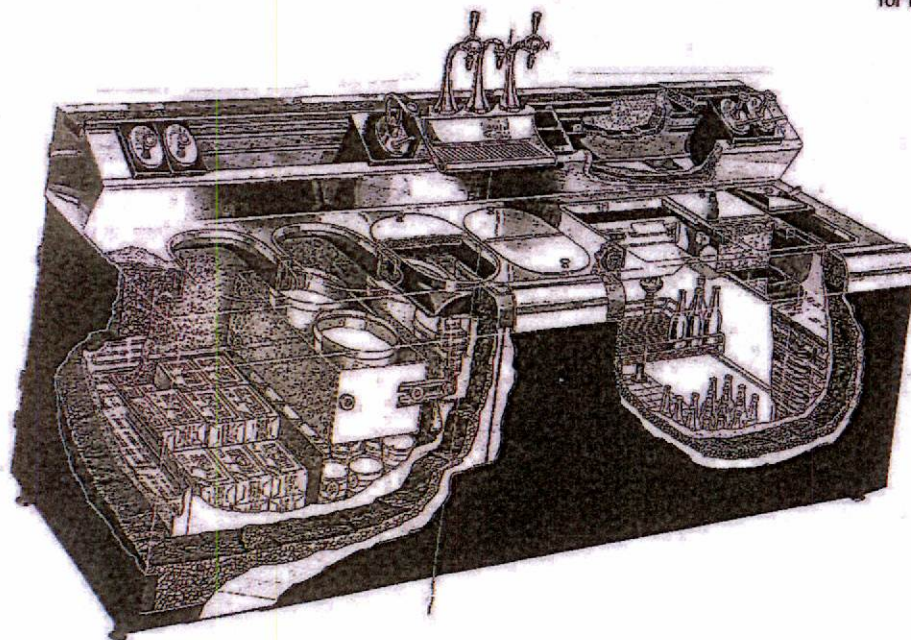
(312) 733-5000

455 NORTH OAKLEY BOULEVARD
CHICAGO ILLINOIS 60612 USA

mail@americansodaountain.com

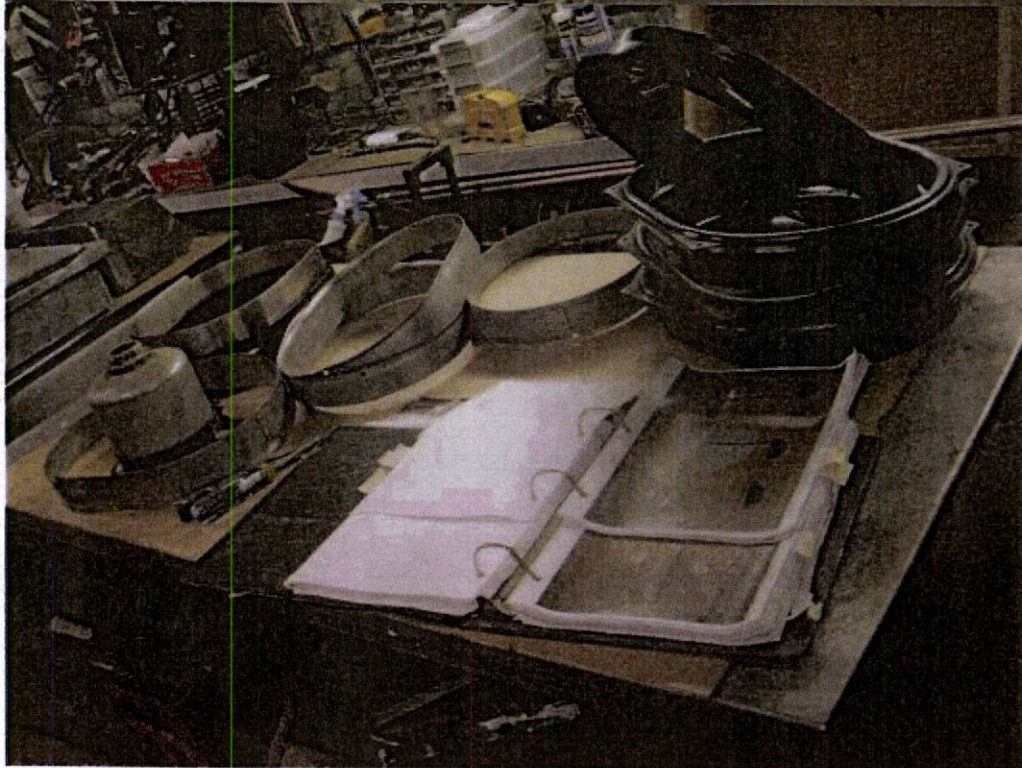
FAX (312) 733-3621

... The Soda Draft Arm
Is Double Action
- Fine & Coarse Stream -
for making Authentic Sodas ...



CUSTOM Beverage Equipment SPECIALISTS / SALES & SERVICE
SODA FOUNTAINS ★ CARBONATORS ★ DRINK DISPENSERS ★ Vintage & NEW ★ PARTS & REPAIRS





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



Kevin Kuchenbecker
Historic Preservation Officer
DEADWOOD CITY HALL
108 Sherman Street
Telephone (605) 578-2602

2-16-16
65

MEMORANDUM

Date: February 12, 2016
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: **Mt. Moriah Cemetery Book, Arcadia Publishing Company**

The City of Deadwood Archives is requesting permission to enter into a contract with Arcadia Publishing to develop a book on Mt. Moriah Cemetery scheduled for 2017. In November of 2015, the City Archivist was contacted by Ashley Harris the Acquisitions Editor for Arcadia Publishing in regards to developing a book on Mt. Moriah Cemetery. After consulting and receiving permission from the Historic Preservation Officer, Mr. Runge submitted a proposal for the book in January of 2016. After a brief review period, Arcadia Publishing expressed interest in the proposal and would like to go forward with the development of the book. The book would be part of the "Images of America" series (<https://www.arcadiapublishing.com/Home>)

The proposed book will feature images from the City and Historic Preservation's photographic collection as well as images from the Centennial Archives at the Deadwood Public Library. Michael Runge has received verbal permission to review images from the Fassbender Collection and Adams Museum for this project. It is Mr. Runge's intention to work on this book on both city and personal time in order to meet the book deadline. There is no cost to the city for this project, only staff time.

On January 26, 2016 the Archaeology, Archives & Acquisitions (AAA) Committee met and recommended that we pursue creating this book. Based on their decision the contract has been forwarded onto legal counsel for review. Legal counsel reviewed the contract and made several suggestions that will in turn be passed onto Arcadia Publishing.

The Deadwood Historic Preservation Commission recommends approval of this request.

RECOMMENDATION

Allow the City Archives to enter into a contract with Arcadia Publishing to develop a book on Mt. Moriah Cemetery.

Notice to Bidders for
Gateway Landscape Remodel
City of Deadwood

2-16-16
7A

The City of Deadwood will be accepting sealed, signed bids from general or landscape contractors at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 p.m. on March 15, 2016, for the construction of 'Gateway Landscape Remodel' project and will be publicly opened at 2:00 p.m. on March 15, 2016 with results presented on April 7, 2016 at 5:00 p.m. at the City Commission meeting in City Hall, 102 Sherman Street, Deadwood, SD.

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

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

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

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

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

Dated this 1st day of February, 2016.

CITY OF DEADWOOD


Mary Jo Nelson, Finance Officer

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

For any notice that is published twice:

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

TALLGRASS LANDSCAPE ARCHITECTURE, LLC

Notice to Bidders - Request for Proposals 1

Notice to Bidders for
Powerhouse Park
City of Deadwood

2-16-16
7B

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

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

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

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

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

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

Dated this 1st day of February, 2016.

CITY OF DEADWOOD


Mary Jo Nelson, Finance Officer

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

For any notice that is published twice:

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

February 17, 2016

Powerhouse Park
Historic Preservation Contractor

Instructions to Bidders/Proposers

City of Deadwood

1. This project parallels the construction of Powerhouse Park by providing complementary work in relation to the historic preservation of the park features and construction of new interpretive elements in the park. The Historic Preservation Contractor shall provide services as outlined in the attached plan sheet 1.3. The bidder shall familiarize themselves with the requirements therein and the requirements for the General Contractor that will coordinate the greater park construction so that the relationship of the two contracts is understood..
2. Submit (1) original and (1) copy of the **Project Proposal (Bid Form)** with other required materials. Submit proposal in an opaque sealed envelope. The envelope shall be marked on the outside with the name of the Bidder and the name of the project, together with the number of Addenda received as follows:
 - a. Return Address:
(Individual)
(Company)
(Street Address)
(City, State, Zip Code)
 - b. To:
Attn: Bob Nelson Jr./ Zoning Administrator
City of Deadwood
108 Sherman St.
Deadwood, SD 57732
 - c. Labeled:
 - i. Project Completion Proposal: Powerhouse Park
 - ii. Addenda Received: No(s) _____
 - iii. Proposer Name
 - d. To Be Received before: March 15, 2016

Note: Receipts will be issued for hand delivered bids. Bids delivered by Federal Express, U.S. Mail, etc. will be receipted as they arrive.

3. Proposal Surety (Bid Bond) - All bids must be accompanied either by a certified check, cashier's check, or bank draft payable to City of Deadwood in the amount of five percent (5%) of the total sum of the bid, said check to be drawn on a state or national bank, or by bid bond in an amount of ten percent (10%) of the total bid, issued by a surety authorized to do business in the State of South Dakota and in the City of Deadwood, said bond to be made payable to City of Deadwood. The check or bond will be retained by the Owner as liquidated damages if the successful bidder refuses or fails to enter into an Agreement and/or furnish satisfactory payment and performance bond in accordance with the bid when notified of the award.

February 5, 2016

- a. The certified check or other guarantee posted by each unsuccessful bidder will be returned within thirty (30)-days after such letting and to the successful bidder forthwith upon the execution of the contract and surety provided by the statute.
4. Other items that must be included with the Project Proposal:
 - a. Licensing Requirements - The bidders are responsible for identifying and complying with all applicable local, state, and federal contractor licensing requirements.
 - b. Evidence of Liability Insurance, Automobile Insurance and Workers' Compensation Insurance for coverage not less than the following amounts or greater where required by Laws and Regulations. The insurance is required for the duration of the contract, including the warranty period.
 - i. Workers' Compensation
 1. State Statutory
 2. Applicable Federal Statutory
 3. Employer's Liability \$1,000,000
 - ii. Commercial General Liability
 1. General Aggregate \$2,000,000
 2. Aggregate Products \$2,000,000
 3. Personal Injury \$1,000,000
 4. Each Occurrence \$1,000,000
 5. Property Damage \$1,000,000
 - iii. Automobile Liability
 1. Combined Single Limit \$1,000,000 each occurrence
 - c. Each Contractor bidding upon the work described and to be completed under this contract shall submit a list of 3 - 5 completed projects indicating competent experience as a General Contractor for relevant projects to this one. The Contractor shall provide the name of the project, a reference for that project with a phone number, and the construction contract amount in the spaces provided on the bid form. List projects comparable in size, scope, and scheduling complexity.
5. Pre-Bid Conference - A pre-bid conference for the Powerhouse Park Construction is scheduled for 1:00 PM MDT, March 1, 2016, at the City of Deadwood City Hall. Attendance at the pre-bid conference is highly recommended for contractors who intend to submit a bid on this project. The pre-bid conference will include a tour of at least one project site, a review of each site's plans and requirements and a discussion of construction related items. Attendance at the pre-bid conference is not a requirement for bidding this project.
6. Any person who plans to bid on the project may submit to the Landscape Architect a written request for an interpretation of any part of the plans and/or specifications or contract documents prior to the time set for opening bids. The Landscape Architect will provide requested interpretation in writing.
7. No bid will be accepted from or contract awarded to any person who is in arrears upon any debt to or in default upon a contract with the Owner, or who is a defaulter as surety or otherwise upon any obligation to the Owner, or who may have in a former contract with said Owner, in the opinion of the governing body thereof, failed to perform work satisfactory as to character, quality or time.



8. Any bid may be withdrawn by facsimile, letter, telegram or in person before the time set for the opening of the bids. Bids may be modified by facsimile, email, mail or telegram but said modifications must be received and confirmed prior to the time set for the opening of the bids. Telegraphic modifications shall not reveal the bid price but shall set forth the modifications in such a manner that the final prices or terms will not be known to the Owner until the sealed bid is opened. No bid shall be changed or altered by telephone, text, or voice call. However, all allowed modifications must be authorized and receipt confirmed by the owner according to the Owner's availability and ability to receive such changes.
9. The Owner may waive any informality or minor defects, accept any considered advantage to the Owner, or reject any and all bids or proposals. Any bid/proposal may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.
10. Bidders must satisfy themselves of the accuracy of any estimated quantities in the plans by examination of the site and review of the drawings and specifications including Addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. The Contractors are responsible for their own quantity takeoffs in preparation of bids and satisfactory completion of the work. PDF or CAD files will be made available to the successful bidder/proposer.
11. Overall Project Schedule Milestones:
 - a. The Historic Preservation Contract shall be contingent upon milestones reached by the General Contractor for the overall park.
 - b. The Historic Preservation Contract shall be completed within the same time period as the general contract, which is 105 days from the Notice to Proceed.
12. Liquidated Damages - None shall apply to the Historic Preservation Contract.
13. The successful Contractor must comply with the local, state and federal tax and licensing requirements. The bidders are responsible for identifying and complying with applicable taxes pertaining to this project. This includes Contractor's excise tax, all permits, and other taxes applicable to the project. All such fees shall be included in the Contract Price.
14. Historical or Archeological Items of Interest - If during the course of construction, evidence of deposits of historical or archaeological interest are found, Contractor shall cease operations affecting the find(s) and notify the City of Deadwood Historic Preservation Officer.



February 5, 2016

Bid Form Cover
Sheet 1 of 4

Bidder: _____

(The Following is for Owner's Use Only)

Check that the following have been received:

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

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

- ☐ Yes
 - ☐ No
- ☐ Proposer in good standing with City



February 5, 2016

Bid Form Sheet 2 of 4

Bidder: _____

Bid Proposal

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

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

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

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

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

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

Project Total Lump Sum Bid: \$ _____

(figures)
Dollars (write out total dollar amount)



February 5, 2016

Bid Form Sheet 3 of 4

Bidder: _____

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

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

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

The undersigned agrees to commence work under the Base Bid when directed by the Owner to proceed and to complete fully said work as specified within 150 calendar days.

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

Unit Prices

Item No.	Description (Supply and Install)	Units	Unit Price
----------	----------------------------------	-------	------------

None.

February 5, 2016

Bid Form Sheet 4 of 4

Bidder: _____

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

☐ An Individual

☐ A Partnership

☐ A Corporation (check one)

signature

date

printed name

title

signature (if needed)

date

printed name

title

signature (if needed)

date

printed name

title

Company: _____

Status of Incorporation: _____

Federal ID Number: _____

Address: _____

Affix Seal

Phone: _____

Fax: _____

E-mail (if available) _____

Attest: _____

(Secretary)

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

2-16-16
8A

**NOTICE OF PUBLIC HEARING
APPLICATION OF TRANSFER FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSE,**

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

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

Notice of transfer (RB-21255) from Pandora's Box to Dakota Gunslingers LLC, Lot 2, Block 18, Deadwood, SD at 669 Main Street.

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

Dated this 1st day of February, 2016.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer – February 4, 2016

For any public notice that is published one time:

Published once at the total approximate cost of _____.

2-16-16
8 B

**NOTICE OF PUBLIC HEARING
FOR STREET CLOSURE FOR SHRINERS PARADE**

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 February 16, 2016, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

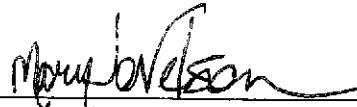
Main Street Closure:

Main Street closure from the 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.

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 1st day of February 2016.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish BH Pioneer: February 4, 2016

For any public notice that is published one time:

Published once at the total approximate cost of _____.

2-16-16
SC

**NOTICE OF PUBLIC HEARING
FOR USER, AND VENDOR FEES
FOR NAJA SHRINERS PERFORMANCES**

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 February 16, 2016 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Exception to User and Vendor Ordinance:

To grant exception and waive fees for the ordinances pursuant to the following City Codes: 5.28.080-vending, 5.28.030-vending on public property and 12.28.020-user fees for rodeo grounds for the NAJA Shrine Circus event on July 9, 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 1st day of February 2016.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish BH Pioneer: February 4, 2016

For any public notice that is published one time:

Published once at the total approximate cost of _____.

2-16-16
10A



Deadwood BID 7 Meeting
Thursday, December 3, 2015

10 a.m. - Deadwood Chamber of Commerce - MINUTES

In attendance: Brittany Simonsa, Diana Graham, Steve Schaeffer, Tom Rensch, Mike Trucano, Anthony Galbraith, Lonnie Strong, Michelle Fischer, Amber Diers. Guests: Lee Harstad and Jeanna Dewey

10 a.m. Call to order - Tracy Island, chairman

- Tom moves to approve minutes from Sept. 8, 2015 meeting; Mike seconds. All approve.

- Funding requests: Prior to hearing requests, Tracy states BID 7 currently has \$106,203 in unencumbered cash.
 - The Deadwood Chamber of Commerce's Lee Harstad provided a letter and presented the Chamber's request for \$20,000 from BID 7 to help offset costs of Kool Deadwood Nites, one of Deadwood's largest events. Tom moves to approve the request; Anthony seconds. No further discussion. All approve; the Deadwood Chamber will receive \$20,000 from BID 7.
 - The Deadwood Business Club's Mike Trucano presented a request for \$10,000 for the Deadwood Business Club, to help pay for the Tailgate Party; Cinco de Mayo; Mickelson Trail Marathon after party and the Veteran's Salute. Mike mentioned that the Tailgate Party will all be held in the Interpretive Center lot in 2016, on Feb. 7. Tom moves to approve the request; Lonnie seconds. No further discussion. All approve; the Deadwood Business Club will receive \$10,000 from BID 7.

Lee asks about the \$100,000 commitment to Revitalization Committee in 2015. There is currently some \$31,000 left of the \$100,000 request that has yet to be spent. Lee asks if that can be carried over or if needs to be spent. Lonnie asks if the money could go back into unencumbered cash and then requested in 2016 again, as that may save any paperwork. Lee said he would ask Mary Jo with the City about it. *** Lee contacted Mary Jo following the meeting, and her response: "You do not need to spend all in 2015. I had assumed this was a work in progress situation and will ask commission for a budget supplement for \$31,933 in 2016."

- With no further business, the meeting adjourned at 10:11 a.m.

Minutes by Lee Harstad

Approved by Tracy Island

Tracy Island

Date

Phase Note!
Additional Request
Rec'd and paid on
Dec 22, 2015. Balance
is \$20,282.01

manfor...

CITY OF DEADWOOD BID #7
SUMMARY OF CASH ON HAND, REVENUE AND EXPENSES
FROM JANUARY 1, 2015 - DECEMBER 31, 2015

Cash on 1-1-2015			\$ 651,862.00
Revenue from Assessments through 12-31-15			\$ 555,375.00
City of Deadwood-cost share	2015	\$ 7,500.00	
Deadwood Gaming	2015	\$ 50,000.00	
Deadwood Bsns Club	2015	\$ 21,000.00	
Deadwood Mountain Grand	2015	\$510,944.00	
Deadwood Chamber-Revitalization TSP	2015	\$ 79,718.40	
Deadwood Chamber-partial commitment	2015	\$117,000.00	
Year to Date Expenses for 2015		\$786,162.40	\$ (786,162.40)
Net Cash on Hand			\$ 421,074.60
-less obligation to Deadwood Mtn Grand from July '15 through current month			\$ (326,422.00)
-less remainder of \$100,000 allocated to Deadwood Chamber for Revitalization			\$ (20,282.01)
Unencumbered Cash on December 31, 2015			\$ 74,370.59

2-16-16
10B

ARMADA COFFEE BUSINESS AGREEMENT

CUSTOMER MUST AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT BY SIGNING BEFORE EQUIPMENT CAN BE PLACED

Coca-Cola Bottling Company High Country, a South Dakota corporation ("CCBCHC") and ("City of Deadwood") hereby enter into an Agreement effective as of ("January 21, 2016").

Recitals

- A. CCBCHC distributes and sells various Armada Coffee products in any such form (i.e. beans, powder, grounds, liquid, condiments, etc.) including without limitations, other beverage products (collectively the "Products").
- B. Customer owns and operates a business and associated facilities and properties now and later constructed or owned by Customer in the city of Deadwood, and state of South Dakota ("Properties").
- C. Customer has requested a proposal and agreement from CCBCHC for supplying the Products in and around the Properties.

Agreement

In consideration of the parties' mutual promises and covenants in this Agreement and for other goods and valuable consideration, the sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Term.** This Agreement will become effective when signed by both parties and the Term shall begin on the Effective Date and will continue for a period of (Five) (5) years or until Customer has purchased the Volume Commitment in paragraph 11(J), whichever occurs last. When used in the Agreement, the term "Year" means each consecutive twelve-month period during the term, beginning with the first day of the term.
2. **Equipment.** The following equipment is being loaned to Customer and has a retail value as described in Attachment B.
 - a. All equipment including but not limited to any equipment necessary to dispense or brew the Products loaned to Customer by CCBCHC shall; i) be clearly marked or tagged as property of CCBCHC; ii) remain property of CCBCHC; iii) be subject to inspection by CCBCHC at any time during regular business hours; iv) not be moved or modified in any manner except by CCBCHC. Customer will not sell, attempt to sell, move or attempt to move equipment from the location it is placed at the time of installation by CCBCHC. Customer agrees to only sell or make available the Products sold and delivered by CCBCHC directly to Customer in the brewing or dispensing equipment provided.
 - b. CCBCHC shall retain all right, title and interest in all brewing, dispensing, advertising and other equipment provided and Customer shall treat equipment with the same degree of care as Customer uses in its own equipment, but in no event less than a

reasonable degree of care for equipment of a similar kind and importance. Customer shall assume all risk of loss and damage to the equipment after delivery and installation to Customer except for normal daily usage and wear of equipment.

- c. The equipment loaned under this Agreement is provided on an "as is" basis, without any warranties or representations express, implied or statutory, including without limitations, warranties of quality, performance, merchantability or fitness for a particular purpose. Nor are there any warranties created by a course of dealings, course of performance or trade usage. CCBCHC does not warrant that the equipment will be free from errors or that the operation of the equipment will be uninterrupted.
 - d. Customer gives CCBCHC the right to place brewing, dispensing, advertising and other equipment including but not limited to airpots, warmers, grinders, thermal and regular carafes, decanters, cup dispensers or condiment stands necessary to brew, dispense and distribute the Products in Customer's locations on the Properties. CCBCHC will install and remove the equipment with the exception of water and filters at its sole cost. Customer agrees to provide CCBCHC a satisfactory water source to be utilized in the dispensing or brewing process.
3. **Advertising and Marketing Rights.** Customer gives CCBCHC the exclusive right to advertise and market the Products on the brewing, dispensing, advertising and other equipment/materials related to Armada Coffee in and around the Properties and at any events held at the Properties. Customer will not allow any other equipment/materials of a similar nature or any other form of commercial advertising or marketing for goods or products similar to the Products to be placed in or around any of the Properties during this Agreement's term.
 4. **Exclusive Agreement.** The parties expressly acknowledge and agree that the brewing, dispensing, advertising, marketing and other rights related to CCBCHC pursuant to this Agreement will be exclusive to CCBCHC and Customer will not allow any other person or entity to exercise such rights on any of the Properties during this Agreement's term unless otherwise requested in writing by Customer and granted by CCBCHC.
 5. **Product Purchase.** Customer agrees to purchase from CCBCHC all the Products as defined in Section A of this Agreement used in or around any of the Properties during this Agreement's term.
 6. **Product Pricing.** See Attachment A. CCBCHC shall have the right to review and adjust prices annually and make pricing adjustments as needed to keep prices in line with unforeseen increases in cost of goods, including but not limited to those imposed by State, Local or Federal Government.
 7. **Accounts Receivable.** All amounts are payable on or before the thirtieth (30th) day after the invoice date (the net due date shown on each invoice). If the entire balance due, as indicated on the invoice, is not received on or before the thirtieth (30th) day after the invoice date, Customer will be considered delinquent. A finance charge will be applied to each invoice corresponding to a 1.5% per month or an annual percentage of 18.0%. A

monthly activity statement shall be prepared providing documentation of all charges, credits, and adjustments to the account. Payments shall be made directly to Coca-Cola Bottling Company High Country (CCBCHC) at the address noted on the statement. Any failure to comply with the credit terms set forth herein is a default. In the event of a default, and upon written notice, CCBCHC may terminate further extensions of credit, delivery of products, or use of loaned equipment or ancillary items. CCBCHC may also commence legal action to recover all balances due. Customer agrees to pay all reasonable attorney fees and costs of collection if legal collection proceedings become necessary. Should credit be granted, said privilege shall be extended at the sole discretion of CCBCHC. It is understood that credit applications shall be kept confidential.

8. **Utilities.** Customer at its sole cost will provide all water, electricity and service connections necessary to operate CCBCHC brewing, dispensing, advertising or other equipment. Customer will promptly notify CCBCHC of any service interruptions or problems and will provide CCBCHC with access to the brewing, dispensing, advertising or other equipment. The area(s) in which the brewing or dispensing equipment is (are) located will be kept in clean and sanitary conditions by Customer.
9. **Option to Terminate.** CCBCHC may renegotiate or terminate this Agreement upon giving thirty (30) days notice if CCBCHC annual net sales for brewing, dispensing or any other equipment in and around the Properties are less than \$3294.00 or if CCBCHC's annual sales of Armada Coffee Products at the Properties are less than 54 Units. Upon this Agreement's termination, CCBCHC may remove all of its brewing, dispensing, advertising and other equipment and materials from the Properties.
10. **Default.** If either party fails to comply with or perform any material provision or condition of this Agreement (a "Default"), and the defaulting party has failed to cure the default within sixty (60) days after written notice has been given to the defaulting party which specifies in reasonable detail the nature of such default (or if such non-compliance cannot be reasonably cured within sixty (60) days, the defaulting party has not provided assurances, reasonably satisfactory to the non-defaulting party, that such noncompliance will be cured as soon as reasonably possible), the non-defaulting party may terminate this Agreement. Upon this Agreement's termination, CCBCHC may remove all of its brewing, dispensing, advertising and other equipment and materials from the Properties.
11. **Miscellaneous.**
 - a. **Entire Agreement.** This Agreement is the parties' entire agreement regarding its subject matter. The parties may not amend this Agreement except in writing signed by both parties.
 - b. **Binding Effect.** This Agreement will bind upon and benefit the parties' respective heirs, representatives, successors and assignees.
 - c. **Governing Law.** South Dakota law will govern this Agreement.

- d. **Survival.** The invalidity or unenforceability of any provision of this Agreement will not affect or impair the validity of any other provision.
- e. **Counterparts.** The parties may execute this Agreement in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- f. **Hot Beverage Risk.** Customer assumes all risk in serving or dispensing a hot beverage. Customer releases CCBCHC, Armada Coffee and affiliates of all liability resulting from the serving or consumption of a hot beverage.
- g. **Renewal.** This Agreement shall be automatically renewed at the end of the original term or any subsequent term for a renewal term of three (3) years or the original term length, whichever is greater, unless either party gives written notice to the other of its intention to terminate this Agreement provided such notice is given thirty (30) days prior to the termination date.
- h. **Non-disclosure.** Neither party shall disclose to any third party without prior written consent of the other party, any information concerning this Agreement or the transactions contemplated hereby, except for disclosure to any employees, attorneys, accountants, and consultants involved in assisting with the negotiation and closing of the contemplated transactions, or unless such disclosure is required by law. A party that makes a permitted disclosure must obtain assurances from the party to whom disclosure is made that such party will keep confidential the information disclosed.
- i. **Titles and Severability.** The titles and headings used herein are merely for convenience and shall not be considered part of the Agreement. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- j. **Volume Commitment.** Customer agrees that it will purchase 54 Units during the term. The "Unit" amount will be mutually determined by utilizing Customer's prior purchasing history of like brands or packages. If no such history is available then a mutually agreed upon unit amount will be decided upon and evaluated during the first term in business with CCBCHC and adjusted if necessary. The Customer understands and agrees that any decreases in volume amounts from what is committed to may affect the pricing in Attachment A. A "Unit" is defined as either a case of coffee, box of coffee or bag of coffee.

The parties have executed this Agreement as of the Effective Date.

CCBCHC:

Coca-Cola Bottling Company High Country

By _____
M. Trevor Messinger, President and CEO

On _____
(Date)

BUSINESS:

LEGAL BUSINESS NAME:

(Printed)

By _____
(Signature)

(Printed Name)

Its _____
(Title)

On _____
(Date)

FOR INTERNAL USE ONLY

MEO#: _____

ARMADA COFFEE BUSINESS AGREEMENT

Attachment A

Brand	Type	Count per Case Pack Size	Price per Case/Box
ARMADA	EX BLEND OPEN BREW	40/1.5	\$61.00

*NOTE: Any products not listed here will be sold at wholesale price.

ARMADA COFFEE BUSINESS AGREEMENT

Attachment B

Equipment	Quantity	Location	Value
SINGLE BREWER SINGLE 3S	1	DAYS 76 ARENA DEADWOOD SD	\$1325.00
SERVERS 1.5 GALLON	2	DAYS 76 ARENA DEADWOOD SD	\$390.00
WARMERS	2	DAYS 76 ARENA DEADWOOD SD	\$230.00

2-16-16
10C

Coca-Cola Bottling Company High Country
Exclusive Beverage Agreement Between and Among:
Coca-Cola Bottling Company High Country, and City of Deadwood Days of 76

This Agreement is made this 20th day of January 2016, by and among Coca-Cola Bottling Company High Country, hereinafter referred to as "Supplier" and City Of Deadwood Public Works Department hereinafter referred to as "Customer".

For mutual considerations and benefits as set forth herein, the parties do hereby agree as follows:

RESPONSIBILITIES OF THE PARTIES

I. Products & Services:

A. Supplier agrees to the following:

1. Supplier will provide equipment as needed to exclusively sell and vend Supplier products and as mutually agreeable to Customer and Supplier to fully satisfy the demand for beverage products.
2. Supplier will work with Customer to utilize information to help set prices that maximize sales and profits for Customer and provide the best possible combination of products for Customer.
3. Product Listing / Pricing Information:
 - (a) Beverages will include a variety of Coca-Cola Bottler brands.
 - (b) All products and accessories will be at Supplier's published wholesale price. Supplier does reserve the right to adjust pricing annually based on changes to Suppliers cost of goods and wholesale pricing adjustments. Current Supplier price list is attached in the **Wholesale Price List (Exhibit A)**.
4. Supplier will deliver product in sufficient quantities to service patrons. Supplier will provide sales and delivery or equipment repair service in a timely manner based on the availability of product and/or parts/equipment. In addition, Supplier agrees to maintain 24-hour, 365 days per year on-call staff for both sales delivery and equipment repair when Customer contacts Supplier by calling 1-800-658-3638.
5. Supplier will provide a name and numbering system to each individual vending machine and dispensing unit as is mutually agreed between Customer and Supplier to allow for easy identification and accounting for each machine.

B. Customer agrees to the following:

Coca-Cola Bottling Company High Country
Exclusive Beverage Agreement Between and Among:
Coca-Cola Bottling Company High Country, and City of Deadwood Days of 76

This Agreement is made this 20th day of January 2016, by and among Coca-Cola Bottling Company High Country, hereinafter referred to as "Supplier" and City Of Deadwood Public Works Department hereinafter referred to as "Customer".

For mutual considerations and benefits as set forth herein, the parties do hereby agree as follows:

RESPONSIBILITIES OF THE PARTIES

I. Products & Services:

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1. Supplier will provide equipment as needed to exclusively sell and vend Supplier products and as mutually agreeable to Customer and Supplier to fully satisfy the demand for beverage products.
2. Supplier will work with Customer to utilize information to help set prices that maximize sales and profits for Customer and provide the best possible combination of products for Customer.
3. Product Listing / Pricing Information:
 - (a) Beverages will include a variety of Coca-Cola Bottler brands.
 - (b) All products and accessories will be at Supplier's published wholesale price. Supplier does reserve the right to adjust pricing annually based on changes to Suppliers cost of goods and wholesale pricing adjustments. Current Supplier price list is attached in the **Wholesale Price List (Exhibit A)**.
4. Supplier will deliver product in sufficient quantities to service patrons. Supplier will provide sales and delivery or equipment repair service in a timely manner based on the availability of product and/or parts/equipment. In addition, Supplier agrees to maintain 24-hour, 365 days per year on-call staff for both sales delivery and equipment repair when Customer contacts Supplier by calling 1-800-658-3638.
5. Supplier will provide a name and numbering system to each individual vending machine and dispensing unit as is mutually agreed between Customer and Supplier to allow for easy identification and accounting for each machine.

B. Customer agrees to the following:

1. Customer will ensure the exclusive use of Supplier products, including carbonated soft drinks and non-carbonated beverages (including, but not limited to bottled water, teas, juices, sports drinks, energy drinks, coffee drinks, vegetable drinks, etc.), for all purposes or functions that occur in and/or on Customer properties, including facilities and/or grounds which are under control of Customer. Customer will also exclusively use Supplier trademarked accessories, including, but not limited to cups, lids, and straws as approved by Supplier, for all purposes or functions that occur in and/or on Customer properties, including facilities and/or grounds as it pertains to Supplier's products.
2. Customer will review with Supplier as necessary and on a regular basis Customer's plans, events, expansions, and any other activities affecting Customer's beverage business and/or potential beverage opportunities that occur in and/or on Customer properties, including facilities and/or grounds.
3. Customer will place dispensing equipment, coolers, vending machines or other merchandising units provided by Supplier and mutually agreeable between Supplier and Customer to fully satisfy beverage demand and grow beverage sales in and/or on Customer properties, including facilities and/or grounds.
4. Customer agrees that during the Term of this Agreement and any extension thereof, no competing company in this the "Soft Drink/Carbonated/Non-Carbonated Beverage" category other than Supplier shall be allowed to display its name, logo, merchandise, and/or any advertisement or message on Customer's premises.

II. Marketing Partnership & Support:

A. Supplier agrees to the following:

1. Supplier agrees to work closely with Customer as mutually agreeable to build and develop beverage sales on Customer premises.
2. Supplier understands that the use of all trademarks of Customer is subject to approval by Customer.

B. Customer agrees to the following:

1. Customer agrees to work closely with Supplier as mutually agreeable to build and develop beverage sales on Customer premises.
2. Customer will provide Supplier with exclusive beverage sponsorship of all events and/or functions that are under control of Customer.
3. Customer will review with Supplier as necessary and on a regular basis, activities and/or events, which may involve beverages.

4. Customer agrees to include Supplier logos, as supplied to Customer by Supplier, on all promotional materials created to promote events and functions that take place in and/or on Customer properties, including facilities and/or grounds as mutually agreed upon by Customer and Supplier.
5. Customer understands that the use of all trademarks of Supplier is subject to approval by Supplier.

III. Funding:

A. Supplier agrees to the following:

1. In consideration for the exclusive right to sell beverage products at all events and functions in and/or on Customer properties, including facilities and grounds, Supplier shall provide the following:

Marketing and/or Media Value: \$1500.00 in marketing and/or media value per Agreement Year, including but not limited to truck backs, vender panels, umbrellas, event banners, etc. as mutually agreed upon.

2. Supplier reserves the right to re-evaluate the performance levels of Customer's sales based on the minimums listed in the **Annual Volume Projection Addendum (Exhibit B)** in comparison to funding costs, marketing expenditures, equipment and service costs, etc. If the projections attached in the Annual Volume Projection Addendum (Exhibit B) are not met, Supplier reserves the right to facilitate a meeting to review and/or amend acceptable funding dollars between both parties. Supplier also reserves the right to terminate this Agreement by giving sixty (60) days written notice to Customer.

B. Customer agrees to the following:

- (a) Advertising:

- (i) **Banner's and or pennants also to include Coca-Cola Menu Boards**

TERMS AND TERMINATION

The term of this Agreement will be for **Five (5) years** or until a minimum of **Four Hundred (400) cases** and/or a minimum of **Four Hundred (400) gallons** are purchased by Customer from Supplier beginning on **January 20, 2016** and continuing through **January 20, 2021**. The agreement will expire once the number of years or number of cases and/or gallons purchased has been met, whichever is later, as indicated above. Supplier shall have the right to renew this agreement for additional years or to negotiate a new agreement, with respect to advertising rights and conditions, and other terms and conditions, satisfactory to all parties, to extend this

Agreement for additional years. Supplier and Customer shall begin discussions concerning renewal of this Agreement and/or the creation of a new Agreement no later than 180 days prior to expiration of this Agreement. Thereafter, the agreement will be automatically renewed in one-year increments each year on the anniversary date until either party terminates the Agreement by giving sixty (60) days written notice to the affected party. Supplier has first right of refusal for a period of ninety (90) days on any competitive offers that must be presented in writing. The ninety (90) day period begins on the date Customer provides written notification to Supplier of the competitive offer. In the event of a material breach by either party in the performance of its obligations hereunder during this Agreement, the other party may terminate the agreement by giving sixty (60) days written notice to the breaching party. Remedy of such breach within fifty (50) days of receipt of the notice shall revive this Agreement for the remainder of the term.

SCOPE OF COVERAGE

This Agreement covers all facilities and/or grounds belonging to Customer that are within Supplier's franchise territory, this includes all events and/or functions that occur within the Agreement terms and are located in and/or on Customer properties, including facilities and/or grounds.

None of the provisions of this Agreement is intended to create nor shall they be deemed or constructed to create any relationship between the parties hereto other than that of independent contractors solely for the purpose of effecting the provisions of this Agreement.

AMENDMENT

The parties hereto agree that the terms and conditions of this Agreement may be amended or modified at any time upon mutual consent, in writing, of the parties hereto.

GOVERNING LAW

The parties agree that this Agreement shall be subject to and governed by the laws of the State of South Dakota.

SEVERABILITY

The provisions of this Agreement shall be severable, and if any provision shall be prohibited by, law, invalid, or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect.

HEADINGS

All section headings have been inserted for convenience of reference purposes only and shall have no force or effect.

ENTIRE AGREEMENT

The parties agree that this writing constitute the entire Agreement between them and that there are no other agreements or understandings of any kind or character except those contained within this Agreement and the attached Exhibits.

NOTICE

All notices under this Agreement shall be made in writing and shall be duly given if personally delivered or if mailed, by certified or registered mail, return receipt requested, first-class postage prepaid, if to Supplier at:

Coca-Cola Bottling Company High Country
2150 Coca-Cola Lane
Rapid City, SD 57702
Attn: Trevor Messinger, President / CEO

In addition, if to Customer at:

City of Deadwood Public Works Department
67 Dunlop Avenue
Deadwood SD 57732
Attn: Tom Kruzel Public Buildings Supervisor

Signed by representatives of Customer and Supplier with the authority to bind the parties. This Agreement is to be binding upon the heirs, executors, administrators, or approved assigns of any party.

Customer's Authorized Signature

DATE

Printed NAME of Customer's Authorized Signature

Printed TITLE

Supplier's (CCBCHC) Authorized SIGNATURE

DATE

Printed NAME of Supplier's Authorized Signature

Printed TITLE

City of Deadwood- Days of 76 Events

Effective Date: 1/1/2016

Brand / Type	Container Size	Container Type	Units Per Case	Cost Per Case	Cost Per Unit	Traffic Building Retails				Maximum Gross Profit Dollar Retails				High Gross Margin % Retails			
						Sugg. Retail	Gross Profit %	Profit Per Case	Profit Per Unit	Sugg. Retail	Gross Profit %	Profit Per Case	Profit Per Unit	Sugg. Retail	Gross Profit %	Profit Per Case	Profit Per Unit
Armada Executive Blend OB	1.5	makes 1 gal	40	\$ 61.00	\$ 1.33	\$ 2.00	33.33%	\$ 16.00	\$ 0.67	\$ 2.25	40.74%	\$ 22.00	\$ 0.92	\$ 2.50	46.67%	\$ 28.00	\$ 1.17
Armada Hot Chocolate	12lb		2	\$ 90.00	\$ 1.40	\$ 2.00	30.21%	\$ 14.50	\$ 0.80	\$ 2.25	37.96%	\$ 20.50	\$ 0.85	\$ 2.50	44.17%	\$ 26.50	\$ 1.10
Armada Cup	16oz		1000	\$ 135.00	\$ 1.25	\$ 2.00	37.50%	\$ 9.00	\$ 0.75	\$ 2.25	44.44%	\$ 12.00	\$ 1.00	\$ 2.50	50.00%	\$ 15.00	\$ 1.25
Armada Cup	20oz		500	\$ 90.00	\$ 1.75	\$ 2.50	30.00%	\$ 18.00	\$ 0.75	\$ 2.75	36.36%	\$ 24.00	\$ 1.00	\$ 3.00	41.67%	\$ 30.00	\$ 1.25
Armada lid			1000	\$ 60.00	\$ 1.83	\$ 2.75	33.33%	\$ 22.00	\$ 0.92	\$ 3.00	38.89%	\$ 28.00	\$ 1.17	\$ 3.25	43.59%	\$ 34.00	\$ 1.42
Sparkling	20oz	PET	24	\$ 32.00	\$ 1.33	\$ 2.00	33.33%	\$ 16.00	\$ 0.67	\$ 2.25	40.74%	\$ 22.00	\$ 0.92	\$ 2.50	46.67%	\$ 28.00	\$ 1.17
Minute Maid Juice	450ml	PET	24	\$ 33.50	\$ 1.40	\$ 2.00	30.21%	\$ 14.50	\$ 0.80	\$ 2.25	37.96%	\$ 20.50	\$ 0.85	\$ 2.50	44.17%	\$ 26.50	\$ 1.10
Gold Peak	18.5oz	PET	12	\$ 15.00	\$ 1.25	\$ 2.00	37.50%	\$ 9.00	\$ 0.75	\$ 2.25	44.44%	\$ 12.00	\$ 1.00	\$ 2.50	50.00%	\$ 15.00	\$ 1.25
Full Throttle / NOS Energy	16oz	Can	24	\$ 42.00	\$ 1.75	\$ 2.50	30.00%	\$ 18.00	\$ 0.75	\$ 2.75	36.36%	\$ 24.00	\$ 1.00	\$ 3.00	41.67%	\$ 30.00	\$ 1.25
Monster Energy / Rehab	16oz	Can	24	\$ 44.00	\$ 1.83	\$ 2.75	33.33%	\$ 22.00	\$ 0.92	\$ 3.00	38.89%	\$ 28.00	\$ 1.17	\$ 3.25	43.59%	\$ 34.00	\$ 1.42
Monster - Java	15oz	Can	12	\$ 26.00	\$ 2.17	\$ 3.25	33.33%	\$ 13.00	\$ 1.08	\$ 3.50	38.10%	\$ 16.00	\$ 1.33	\$ 3.75	42.22%	\$ 19.00	\$ 1.58
Powerade/Zero	20oz	PET	24	\$ 28.00	\$ 1.17	\$ 1.75	33.33%	\$ 14.00	\$ 0.58	\$ 2.00	41.67%	\$ 20.00	\$ 0.83	\$ 2.25	48.15%	\$ 26.00	\$ 1.08
vitaminwater/zero	20oz	PET	24	\$ 32.00	\$ 1.33	\$ 2.00	33.33%	\$ 16.00	\$ 0.67	\$ 2.25	40.74%	\$ 22.00	\$ 0.92	\$ 2.50	46.67%	\$ 28.00	\$ 1.17
Dasani Water	20oz	PET	24	\$ 22.00	\$ 0.92	\$ 1.50	38.89%	\$ 14.00	\$ 0.58	\$ 1.75	47.62%	\$ 20.00	\$ 0.83	\$ 2.00	54.17%	\$ 26.00	\$ 1.08
smartwater	700ml	PET	24	\$ 34.00	\$ 1.42	\$ 2.25	37.04%	\$ 20.00	\$ 0.83	\$ 2.50	43.33%	\$ 26.00	\$ 1.08	\$ 2.75	46.48%	\$ 32.00	\$ 1.33

GovOffice ePayment powered by **pace**

2-16-16
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Simple. Secure. Convenient.

GovOffice ePayment *powered by PACE*, is a custom government payment solution that allows your website to **accept credit cards for typical payments**. There are **no setup costs** and all processing costs associated with credit card acceptance are recovered through a **small convenience fee**. In as short as 1-2 weeks, your government office can begin accepting credit card payments for:

- Utilities (water, sewer, etc.)
- Property taxes
- Parks & Recreation programs
- Parking tickets
- Auto and boat registration fees
- Court and bond fees
- And more!

GovOffice ePayment was designed to **make the work of local government easier by streamlining payment processing and reducing staff time** required for managing orders and processing. In addition, it provides your citizens the convenience of completing online transactions anytime and anywhere – a convenience they increasingly expect.

PACE Payment Systems, Inc., is a full-service payment solution provider that has been serving businesses nationwide since 1999. PACE currently services over 8,000 merchant locations in all 50 states and processes over \$1.8 billion in payment card transactions annually.

Benefits

Easy to Implement

- No equipment to buy or software to install*
- Access all GovOffice ePayment services from any Web browser
- Full mobile support

No Hidden Fees

- All credit card and transaction costs are paid through a *convenience fee model*
- Individual consumers pay the convenience fee which is fully disclosed
- No setup fees, monthly fees, annual fees or processing fees are assessed to your local government

Secure

- PACE Payment Systems, Inc., which powers GovOffice ePayment, meets all PCI-DSS (Payment Card Industry - Data Security Standards) guidelines and requirements
- Your municipality is never required to store or transmit any sensitive cardholder data

Increased Cash Flow

- Accepting credit cards and electronic checks for over-the-counter, phone, mail and online payments lets you maximize net revenues

More Efficient Accounts Receivable

- By reducing time consuming over-the-counter and paper check processing, your staff will have more time to focus on other projects. This will help decrease lines at your city or town hall.

Fewer Delinquent Payments

- Online payments give citizens more flexibility which can lead to fewer delinquent accounts

Real-time Reporting

- Real-time reporting makes reconciliation a snap
- All payments are captured in one comprehensive system
- You can view reports by item, user or department

*An optional USB Card Reader for over-the-counter payments is available at no cost!

Features

Accept Payments Securely

- **Online:** Secure, hosted payment forms make all online transactions simple
- **In-Person:** *Government Entity Payment Software* and state-of-the-art payment terminals are customized to your needs for capturing data and reporting

Accept Any Payment Type

- All major credit / debit cards
- Electronic checks
- One-time sales, recurring payments, citizen auto-pay enrollment

Run Detailed Reports

- Real-time reporting
- Multi-department setup
- Reports available anytime with scheduled automated distribution

Settle Funds Quickly

- Next day funding
- Direct settlement of funds to multiple city bank accounts
- Manage multiple settlement accounts within a single relationship

Establish Zero-Cost Processing

- Expenses managed through "Citizen Pay" transaction model
- No more time consuming reconciliation
- No more debits to government entity bank accounts

Guaranteed Compliance

- PACE guarantees compliance with all regulations and mandates
- PACE's equipment is EMV compliant and up-to-date with the latest payment technology (Dip, Tap, Mobile Wallet, Apple Pay)
- Elimination of any exposure to sensitive cardholder data (PCI Compliance)

Support Services & Security

- Supported by PACE's dedicated Client Services and Technical Support Teams
- Client is assigned a relationship manager to ensure responses are timely and effective
- PCI-DSS certified compliant ISO, registered with all major card brands
- No cardholder data stored and constantly monitored to ensure compliance and security



JOHN DEERE

Retail Purchase Order

RDO Equipment Co.
1540 Deadwood Avenue
Rapid City SD, 57702
Phone: (605) 348-1566 - Fax: (605) 348-7496

2-16-16
106

Bill To:
CITY OF DEADWOOD
102 SHERMAN ST
DEADWOOD, SD, 577321309
LAWRENCE ()
(605) 578-2600

Purchase Order Date: 1/21/2016
Purchase Order #: 841576
Purchaser Account #: 2600065
Customer Sales Tax Exempt #: Exempt

Customer Purchaser Type: Governmental - City/Town/Village
Customer Market Use: Other - Highways & Streets
Location of First Working Use: DEADWOOD, SD, 57732 , 081
Dealer Account Number: 087531
Sales Professional: Curt Dugger
Phone: (605) 348-1566
Fax: (605) 348-7496
Email: CDugger@rdoequipment.com

Equipment Information

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD	0	New 2016 JOHN DEERE X738	\$9,924.06
			Outside Parts and Labor BM25033 Heater Kit	\$490.02
			Outside Parts and Labor BM25062 Mirror Kit	\$119.08
			Outside Parts and Labor BM26236Front Quick- Hitch Hyd Lift	\$755.63
			Outside Parts and Labor BM20761 Hydraulic coupler kit	\$75.00
			Outside Parts and Labor BM24425 Auxilary Alternator	\$427.05
			Outside Parts and Labor BM25094 Heater Quick Connect Kit	\$193.49
1	TBD	0	New 2016 JOHN DEERE 220A	\$4,026.66
1	TBD	0	New 2016 JOHN DEERE 54" Blade	\$974.63
Equipment Subtotal:				\$16,985.62

Purchase Order Totals

Balance: \$16,985.62
Total Taxable Amount: \$16,985.62
Sales Tax Total: \$0.00
Sub Total: \$16,985.62
Cash with Order: \$0.00
Balance Due: \$16,985.62

Legal Information

For the AG Equipment

Purchase Agreement - I (We), the undersigned, hereby order from you the Equipment described above, to be delivered as shown above. This order is subject to your ability to obtain such Equipment from the manufacturer and you shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown above is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

For Deals with Trades - I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

Warranty - IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. The new equipment warranty is part of this contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.

ACKNOWLEDGEMENTS - I (We) promise to pay the balance due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished. I (We) hereby grant a security interest to RDO Equipment Co in the Equipment.

SIC Information - Please be advised that RDO has assigned its rights to sell agriculture rental equipment (as defined under SIC code #3523 and as described in this document) and the rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange LLC, as part of IRC Sec. 1031 exchange.

Disclosure of Regulation Applicability - (CARB Disclaimer) 'California Only: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants' CA Air Resource Board Regulation 2449(d)(3) As of June 15th, 2008 idling rental equipment must be limited to 5 minutes.

NOTICE: Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not use the Services. ± **NOTICE:** Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLINK Global Support group at 1-800-251-9928 or via email at jdlinksupport@johndeere.com.

Signature Area

Purchase Order Accepted By:

(Customer's Signature)

(Authorized Signature of Dealer)

(Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature)

(Delivered with Operator's Manual on)

Standard Warranty Acknowledgement:

(Delivered On)

(Warranty Begins)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2016 JOHN DEERE X738	5831M X738, 4WD, HDAP 001A COUNTRY CODE- US/CANADA
1	TBD	2016 JOHN DEERE 220A	9356M HARD CAB-X700 001A DESTINATION CODE US/CANADA
1	TBD	2016 JOHN DEERE 54" Blade	1491M 54" FRONT BLADE(QUICK-HITCH) 1000 FRNT QUICK HITCH-X4/5/7 HDGT 2010 LESS HYDRAULIC ANGLING KIT

ESTIMATE

FROM

Black Hills
Asphalt LLC

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

2-16-16
101

DATE 1-12-16

JOB NAME Bill

JOB # 641-2874

LOCATION History
Center

TO City of Deadwood

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	1 Paint Package including Lots on Concrete Pad		775 ⁰⁰
24,000 ⁰⁰	sq ft Seal Coat <u>2 coats</u> Clean & Prep	174	4080 ⁰⁰
680 LF approx	Clean & Fill Cracks No cracks on concrete or between concrete & asphalt	1 ³⁰	884 ⁰⁰
	S.D Excise		5739 ⁰⁰
			117 ¹³
			5856 ¹³

Thanks
Jeff
645-3437

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS

ESTIMATE

FROM

Black Hills
Asphalt LLC

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

2-16-16
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DATE 1-12-16

JOB NAME Bill

JOB # 641-2874

LOCATION Miller St.

Parking lot

TO City of Deadwood

QUANTITY	DESCRIPTION	PRICE	AMOUNT
43700	sq ft approx Seal Coat 2 coats Clean & Prep	17¢	7429 ⁰⁰
900 LF approx	Cracks Clean & Fill Doesn't include cracks in concrete pan or cracks between concrete & asphalt 1 paint package	1 ³⁰	1170 ⁰⁰
	Thanks Jeff 645-3437	S. D Excise	890 ⁰⁰
			9489 ⁰⁰
			193 ⁶⁷
			9682 ⁶⁷

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS

2-16-16
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**CITY OF DEADWOOD
REQUEST FOR PROPOSALS
LOWER MAIN WELCOME CENTER
NAMING RIGHTS**

**CITY OF DEADWOOD
PARKING & TRANSPORTATION COMMITTEE
100 SHERMAN STREET
DEADWOOD, SD 57732**

OVERVIEW

THE CITY OF DEADWOOD IS SOLICITING BIDS FROM COMPANIES AND INDIVIDUALS INTERESTED IN ACQUIRING THE NAMING RIGHTS TO THE LOWER MAIN STREET WELCOME CENTER, AN INDIVIDUAL MEETING ROOM WITHIN THE WELCOME CENTER, AN OUTDOOR ENTERTAINMENT SPACE, AND A CREEK OVERLOOK PLAZA ON THE PROPERTY. THE TERM OF THE CONTRACT SHALL BE FIVE (5) YEARS, COMMENCING MAY 2017. ANNUAL CASH PAYMENTS ARE REQUIRED FOR EACH YEAR OF THE CONTRACT.

INTENT

THE LOWER MAIN VISITOR CENTER AND THE VISITOR CENTER'S MEETING ROOM ARE AVAILABLE FOR NAMING ON BEHALF OF AN INDIVIDUAL OR ORGANIZATION. IN CONSIDERATION OF ANNUAL CASH PAYMENTS AND OTHER TYPES OF IN-KIND SERVICES MADE BY THE NAMING RIGHTS PARTNER(S) (NRP) TO THE CITY OF DEADWOOD, THE CITY WILL GRANT ENTITLEMENTS SET FORTH BELOW. ALL FUNDING GENERATED THROUGH THE NAMING RIGHTS PARTNERSHIP WILL BE APPLIED TO THE OPERATIONS OF THE CENTER.

BACKGROUND

THE DISCOVERY OF GOLD IN THE BLACK HILLS IN 1874 SET OFF ONE OF THE LAST GREAT GOLD RUSHES IN THE COUNTRY. IN 1876, MINERS MOVED INTO THE NORTHERN BLACK HILLS. THAT'S WHERE THEY CAME ACROSS A GULCH FULL OF DEAD TREES AND A CREEK FULL OF GOLD...AND DEADWOOD WAS BORN.

PRACTICALLY OVERNIGHT, THE TINY GOLD CAMP BOOMED INTO A TOWN THAT PLAYED BY ITS OWN RULES THAT ATTRACTED OUTLAWS, GAMBLERS AND GUNSLINGERS ALONG WITH GOLD SEEKERS. WILD BILL HICKOK WAS ONE OF THOSE MEN WHO CAME LOOKING FOR FORTUNE. BUT JUST A FEW SHORT WEEKS AFTER ARRIVING, HE WAS GUNNED DOWN WHILE HOLDING A POKER HAND OF ACES AND EIGHTS – FOREVER AFTER KNOWN AS THE “DEAD MAN’S HAND”.

THROUGHOUT THE YEARS FOLLOWING THE GOLD RUSH, DEADWOOD HAS SURVIVED SEVERAL MAJOR FIRES AND NUMEROUS ECONOMIC HARDSHIPS, PUSHING IT TO THE VERGE OF BECOMING ANOTHER OLD WEST GHOST TOWN. IN 1989 LIMITED STAKES GAMBLING WAS LEGALIZED AND DEADWOOD WAS REBORN.

TODAY, THANKS TO THE COMBINED EFFORTS OF THE DEADWOOD HISTORIC PRESERVATION COMMISSION, DEADWOOD CHAMBER OF COMMERCE, THE SOUTH DAKOTA COMMISSION ON GAMING AND NUMEROUS VOLUNTEERS, EMPLOYEES AND COMMUNITY LEADERS, DEADWOOD HAS BECOME A TOP

TOURIST DESTINATION IN THE REGION, PLAYING HOST TO APPROXIMATELY 2 MILLION VISITORS PER YEAR.

THE PROPOSED SITE FOR LOWER MAIN WELCOME CENTER SITS ON APPROXIMATELY 3 ACRES AND IS LOCATED ALONG LOWER MAIN STREET/US HWY. 14A. THE WELCOME CENTER WILL BE A UNIQUE, STATE OF THE ART FACILITY, WHICH WILL HOST A STAFFED INFORMATION CENTER CONTAINING MAPS, INTERACTIVE DISPLAYS, HISTORIC INTERPRETATION ETC... THE BUILDING WILL ALSO HOUSE THE DEADWOOD CHAMBER OF COMMERCE AND ECONOMIC DEVELOPMENT OFFICES.

THE SITE IS DESIGNED TO BE AN ICONIC GATEWAY INTO THE COMMUNITY; DEADWOOD'S HISTORIC MAIN STREET AND WILL SERVE AS A PUBLIC TRANSPORTATION HUB FOR THE DEADWOOD TROLLEY. PARKING AREAS WILL PROVIDE PARKING FOR OVER 200 VEHICLES, BUSES AND RV'S. OTHER FEATURES INCLUDE PLAZAS, WALKING TRAILS ALONG WHITEWOOD CREEK, CREEK OVERLOOKS, 24 HOUR PUBLIC RESTROOMS, BEAUTIFUL LANDSCAPING AND A PUBLIC MEETING ROOM. THE SITE WILL ALSO BE DESIGNED TO HOST VARIOUS OUTDOOR EVENTS.

THIS IS AN OPPORTUNITY TO BENEFIT FROM EXPOSURE TO OUR NEARLY 2,000,000 ANNUAL GUESTS (EXTERIOR/INTERIOR SIGNAGE) AND BEING MENTIONED BY NAME ON ALL PROMOTIONAL ITEMS AND OTHER PRINTED INFORMATION. IT WILL ALSO GAIN A SUBSTANTIAL AMOUNT OF FREE PRESS FROM REGIONAL MEDIA OUTLETS DURING CONSTRUCTION AND HIGHLY ATTENDED ANNUAL SPECIAL EVENTS SUCH AS KOOL DEADWOOD NIGHTS, WILD BILL DAYS, MARDI GRAS AND THE STURGIS MOTORCYCLE RALLY.

PROPOSAL REQUIREMENTS

- 1. THE ORGANIZATION MUST ENTER INTO A CONTRACT (SAMPLE ATTACHED) WITH THE CITY OF DEADWOOD GUARANTEEING ANNUAL NAMING RIGHTS, PAYMENTS AND OTHER TERMS AND CONDITIONS AS MAY BE REQUIRED.**
- 2. THE ORGANIZATION MUST BE WILLING TO PAY FOR SIGNAGE OF WHICH THE DESIGN WILL BE MUTUALLY AGREED UPON BY THE SUCCESSFUL ORGANIZATION AND THE CITY OF DEADWOOD.**
- 3. PROPOSALS MUST BE SUBMITTED BY THE CLOSING DATE OF SEPTEMBER 1ST, 2016 AT 5:00 PM, MST.**
- 4. THE CITY OF DEADWOOD RESERVES THE RIGHT TO WAIVE IRREGULARITIES, REJECT AND/OR ACCEPT ANY AND ALL BIDS, IN WHOLE OR IN PART, OR TAKE OTHER SUCH ACTIONS AS BEST SERVES THE INTERESTS OF THE CITY.**

NAMING PARTNER'S RIGHTS

FOR THE PROPOSED VISITOR CENTER:

SELECTED NAMING RIGHTS PARTNER (NRP) SHALL HAVE EXCLUSIVE NAMING RIGHTS TO THE PROPOSED WELCOME CENTER.

THE NRP SHALL HAVE THE RIGHT TO ERECT SIGNAGE, AT THEIR EXPENSE, ON THE ESTABLISHED SITE AND BUILDING. THE CITY OF DEADWOOD MUST APPROVE DESIGN, SIZE AND CONTENT OF SIGNAGE, PRIOR TO NRP ORDERING THE SIGN(S).

THE WELCOME CENTER SHALL INCLUDE NRP'S LOGO ON ALL PROMOTIONAL FLYERS AND POSTERS, WHICH PROMOTE CITY SPONSORED EVENTS HELD AT THE SITE.

THE NRP SHALL HAVE THE RIGHT TO USE THE CITY/VISITOR CENTER'S NAME AND LOGO, IN NRP'S MARKETING AND ADVERTISING PROGRAMS. THE NRP MUST SUBMIT ALL COPY AND PROPOSED USE OF CITY'S NAME AND LOGO TO THE VISITOR CENTER FOR PRIOR APPROVAL AS TO DESIGN AND CONTENT OF USE.

THE CITY SHALL PROVIDE A LINK FROM THE CITY WEBSITE, WWW.CITYOFDEADWOOD.COM TO THE NRP'S WEBSITE AS PART OF THE WEB PAGE THAT LISTS THE WELCOME CENTER'S CONTACT INFORMATION.

FOR MEETING ROOM INSIDE THE VISITOR CENTER NAMING RIGHTS PARTNER

THE NAMING RIGHTS PARTNER SHALL HAVE EXCLUSIVE NAMING RIGHTS TO SELECTED INDIVIDUAL ROOMS WITHIN THE VISITOR CENTER.

AT THE WELCOME CENTER'S EXPENSE, THE CITY SHALL PAINT NRP'S NAME ABOVE MAIN DOORWAY OF NRP'S AWARDED AREA.

OR

AT THE NRP'S EXPENSE, THE NRP MAY ERECT A SIGN(S), AS APPROVED FOR DESIGN, SIZE AND CONTENT BY THE CITY OVER DOORWAYS OF THE DESIGNATED ROOM

INCLUDE NRP'S LOGO ON ALL PROMOTIONAL FLYERS AND POSTERS, WHICH PROMOTE CITY SPONSORED EVENTS HELD IN THE NRP'S DESIGNATED ROOM.

NRP SHALL HAVE THE RIGHT TO USE THE CITY AND/OR WELCOME CENTER'S NAME AND LOGO, IN NRP'S MARKETING AND ADVERTISING PROGRAMS. ALL COPY AND PROPOSED USE SHALL BE SUBMITTED TO THE CITY FOR PRIOR APPROVAL AS TO DESIGN CONTENT AND USE.

CITY SHALL PROVIDE A LINK FROM THE CITY WEBSITE, WWW.CITYOFDEADWOOD.COM TO NRP'S WEBSITE AS PART OF THE WEB PAGE THAT LISTS THE WELCOME CENTER'S CONTACT INFORMATION.

CITY'S RIGHTS

THE CITY RETAINS ALL ASSET MANAGEMENT RIGHTS, ALL RENTALS AND PERMIT RIGHTS, AND ALL OTHER PROMOTIONAL RIGHTS NOT SPECIFICALLY GRANTED TO NRP IN THE SPECIFICATIONS.

THE CITY SHALL HAVE THE RIGHT TO APPROVE ALL ON-SITE ADVERTISING AND PROMOTIONS BY NRP.

THE CITY SHALL BE RESPONSIBLE FOR MAINTAINING THE WELCOME CENTER. THE CITY RESERVES THE RIGHT TO REMOVE ANY ADVERTISEMENTS OR SIGNAGE THAT HAS BECOME WORN, DISFIGURED OR OTHERWISE UNSUITABLE FOR DISPLAY. UPON SUCH REMOVAL, NRP SHALL HAVE THE RIGHT TO REPLACE THE REMOVED ADVERTISEMENT OR SIGNAGE, SUBJECT TO THE PROVISIONS OF THE CONTRACT.

RATING CRITERIA

THE FOLLOWING WILL BE CONSIDERED DURING THE EVALUATION PROCESS:

- 1. SUBMITTED LETTER OF INTENT AND BID REPLY SHEET.**
- 2. YOUR COMPANY/ORGANIZATION MUST BE A REPUTABLE BUSINESS AS DETERMINED BY THE DEADWOOD CITY COMMISSION.**
- 3. THE VENDOR MUST BE ABLE TO PROVIDE PROOF THAT THEIR ORGANIZATION OR COMPANY CAN MEET THE FINANCIAL OBLIGATIONS OF ITS PROPOSAL.**
- 4. REFERENCES.**

SUBMITTAL OF PROPOSALS

PROPOSALS MUST BE RECEIVED IN THE DEADWOOD POLICE DEPARTMENT OFFICE NO LATER THAN SEPTEMBER 1ST, 2016. PLEASE SEND SIX (6) COPIES TO:

**MAIL:
DEADWOOD POLICE DEPARTMENT
CHIEF KELLY FULLER
100 SHERMAN STREET
DEADWOOD, SD 57732**

OR

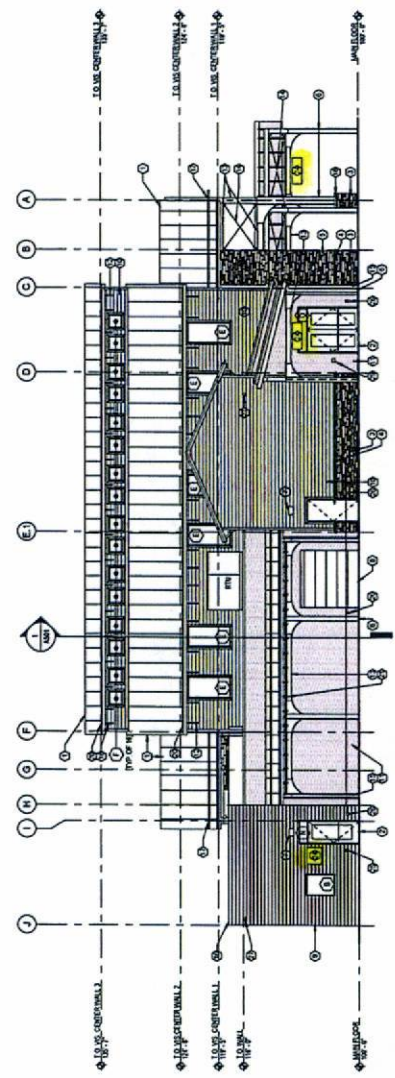
**HAND DELIVER:
DEADWOOD POLICE DEPARTMENT
100 SHERMAN STREET
DEADWOOD, SD 57732**

**IF YOU HAVE ANY QUESTIONS REGARDING THE PROPOSAL, PLEASE CONTACT
CHIEF KELLY FULLER AT KELLY@CITYOFDEADWOOD.COM OR (605) 578-2623.**



EXTERIOR ELEVATION NOTES

1. STANDING CORNER, ROOF
2. ALUMINUM CLADDING, STATIONARY FRAMING
3. STONE VENEER
4. STONE VENEER, SILL
5. DOUBLE SIDED IMPERFACE
6. STEEL COLUMN, RE. STR.
7. LEAF FUTURE, SEE DETAIL ON ANG. RE. ELECTRICAL
8. OVERHEAD DOOR, RE. STR.
9. HANG SLAT, SDOG
10. FIBER GLASS THERMAL BREAK
11. CONCRETE/STAINLESS STEEL WALL FRAM.
12. WOOD SHEDDING
13. DOORWAY FR. TRAILER
14. THERMO INS. AND FIBERGLASS, RE. STR.
15. PREPARED, DOWN SPOUT
16. PREPARED, CAP
17. SAND/GRAVEL
18. STONE COLUMN, CAP
19. PREPARED, OUTER
20. PREPARED, FACA
21. DOORWAY FR. TRAILER, RE. STR.
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100. STONE VENEER, RE. MASON



1. NORTH ELEVATION
1/8" = 1'-0"

DEADWOOD
LOWER MAIN
PARKING LOT &
WELCOME CENTER

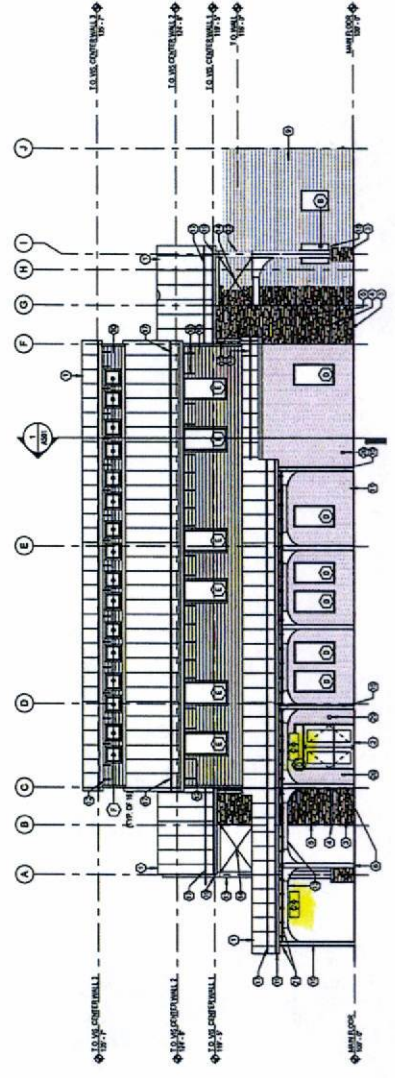
DEADWOOD, SOUTH DAKOTA

EXTERIOR
ELEVATIONS

NO. _____ DATE _____
DESIGNER _____
DRAWN BY _____

PROJECT STATUS: 100%
CONSTRUCTION DOCUMENTS
DRAWING A

DATE: 10/19/2015
SHEET NO: 1423
PROJECT NO: A202



2. SOUTH ELEVATION
1/8" = 1'-0"

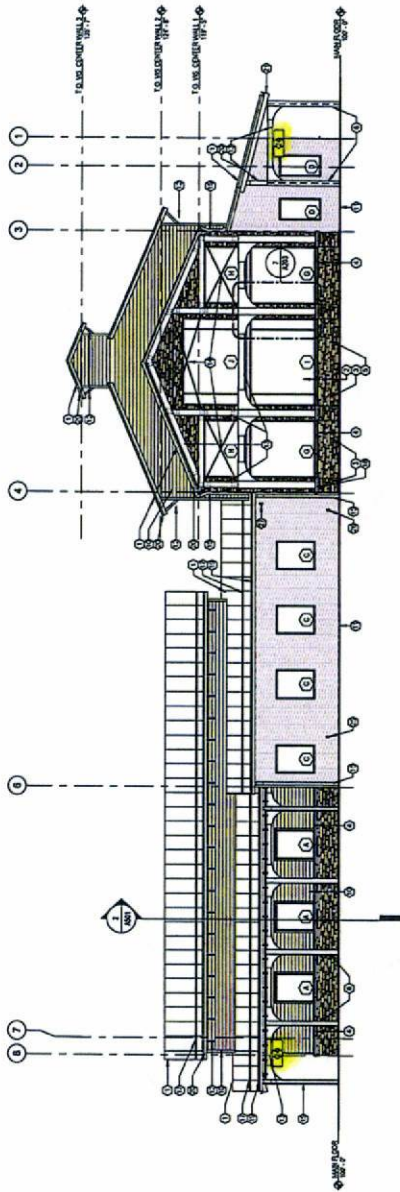
CHAMBERLIN
ARCHITECTS

CHAMBERLIN ARCHITECTS
275 East Joseph St., Suite 201
Minneapolis, MN 55401
P 612.338.6000
F 612.338.6001
www.chamberlinarchitects.com



EXTERIOR ELEVATION NOTES

1. STANDING SEAM ROOF
2. ALUMINUM GLASS STOREFRONT FRAMING
3. STONE VENEER
4. STONE VENEER WALL
5. DOUBLE GLAZED INFILL GLASS
6. STEEL COLUMN W/ STN
7. LIGHT FIXTURE, SEE DETAIL OF MAIN RE. ELEVATION
8. DOWNSPOUT, SEE DETAIL
9. HORIZONTAL SLAT BRIMS
10. FIRST FLOOR STANDING LAP BRIMS
11. COR. TIE CORRUGATED MET. WALL PANEL
12. HORIZONTAL SLOTTED
13. DOOR/SLIP TRIMMER
14. TENSION RODS AND NUTS, RE. DET.
15. PRE-FINISHING DOWNSPOUT
16. PRE-FINISHING CAP
17. SHIRT BELAND
18. STONE COLUMN CAP
19. PRE-FINISHING GUTTER
20. PRE-FINISHING FASCIA
21. DOWNSPOUT BRIMMER, RE. DET.
22. STONE CAPITAL, RE. DET.
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1 WEST ELEVATION
1/8" = 1'-0"

DEADWOOD
LOWER MAIN
PARKING LOT &
WELCOME CENTER

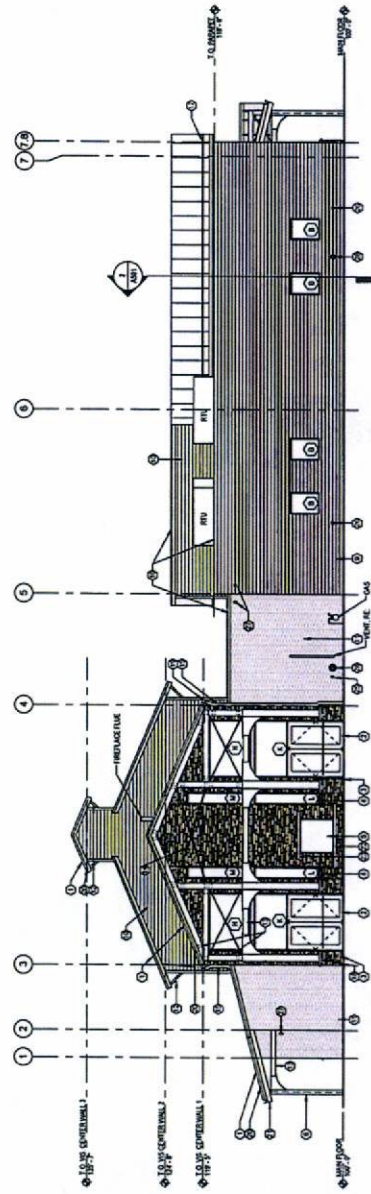
DEADWOOD, SOUTH DAKOTA

EXTERIOR
ELEVATIONS

NO. 10/10/2016 DATE
DESIGNER: J. CHAMBERLIN
PROJECT NO. 1453

PROJECT STATUS: 100%
CONSTRUCTION DOCUMENTS

DATE: 10/10/2016
SHEET NO. A201



2 EAST ELEVATION
1/8" = 1'-0"

CHAMBERLIN
ARCHITECTS

CHAMBERLIN ARCHITECTS
235 WEST 10TH STREET, SUITE 101
DES MOINES, IOWA 50319
TEL: 581.351.8800

WWW.CHAMBERLINARCHITECTS.COM



DEADWOOD LOWER MAIN PARKING LOT & WELCOME CENTER

DEADWOOD, SOUTH DAKOTA

FLOOR PLAN

NO. ISSUED FOR DATE



PROJECT STATUS: 100%
CONSTRUCTION DOCUMENTS

DRAWN BY: A. CHECKED BY: BB

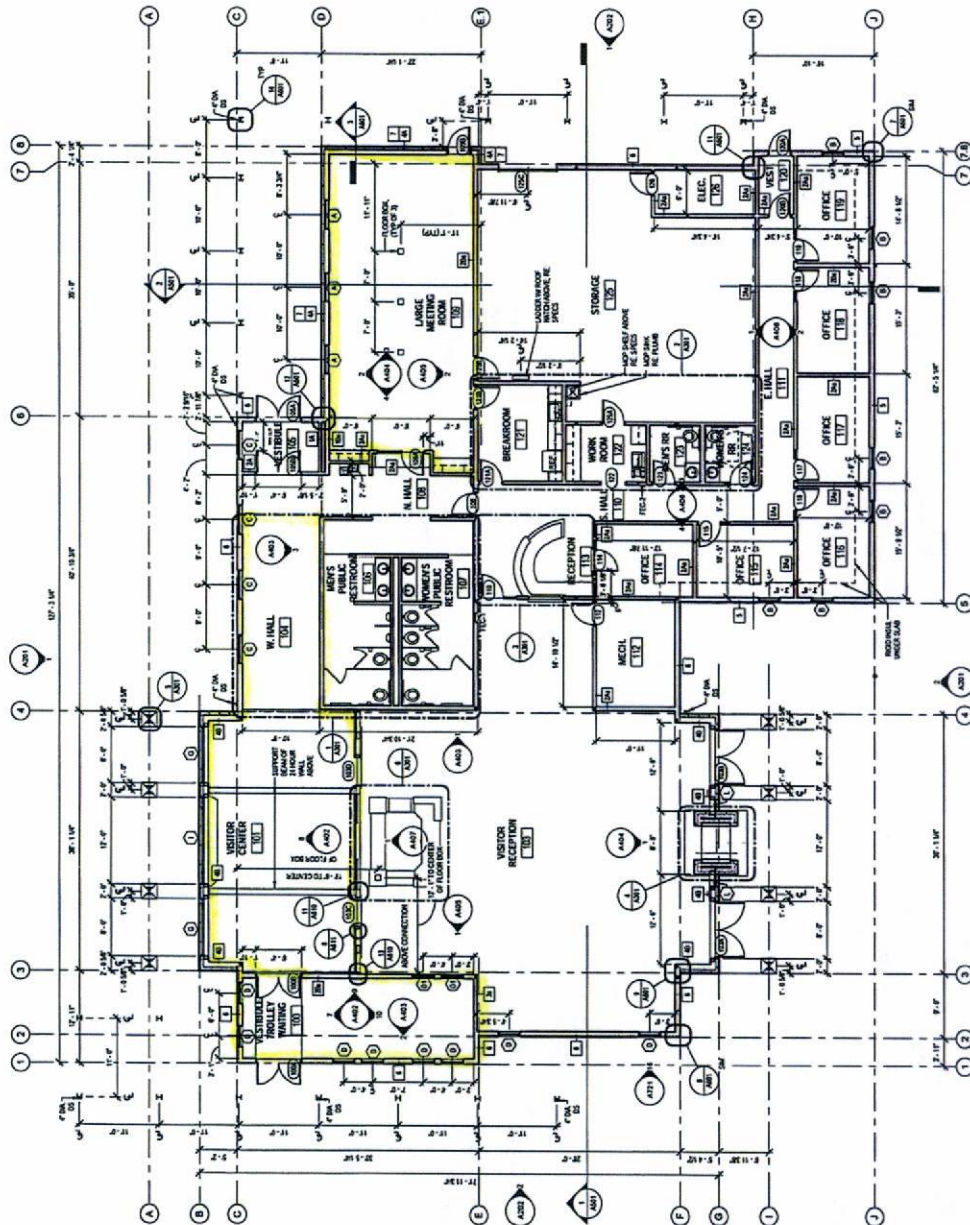
DATE: 10/18/2016 SHEET NO.

PROJECT NO. 1453

A101

GENERAL NOTES

1. OWNER: CHAMBERLIN ARCHITECTS. PROJECT: DEADWOOD LOWER MAIN PARKING LOT & WELCOME CENTER. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DEADWOOD AND THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DEADWOOD AND THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION.
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STUDIOS
ELEVATE DESIGN STUDIOS, INC.
9317 SANDHILL LANE
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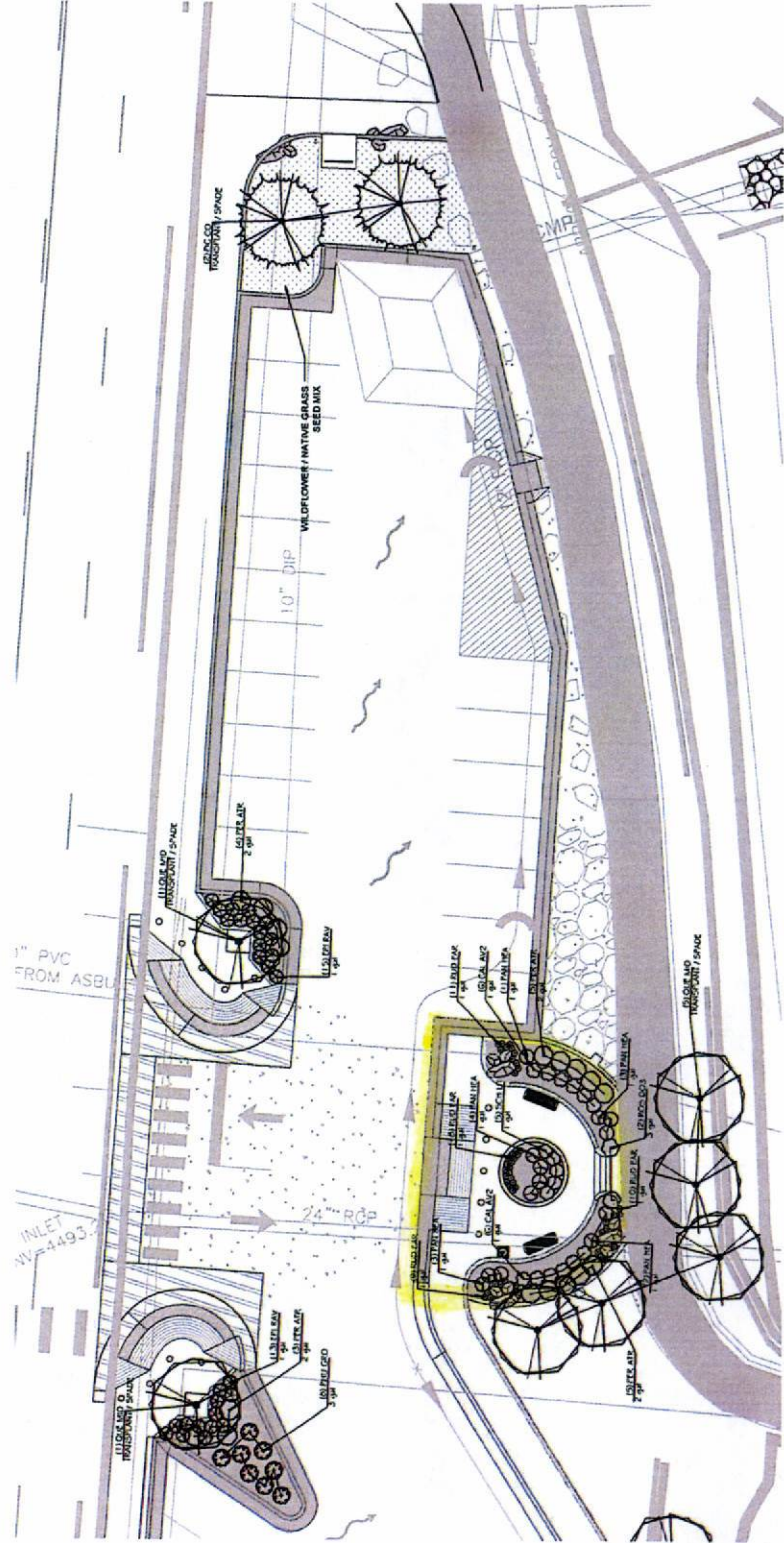
LANDSCAPE ARCHITECT
REGISTERED
STATE OF SOUTH DAKOTA
No. 10142
10/14/2015

DEADWOOD
LOWER MAIN
PARKING LOT &
WELCOME
CENTER

DEADWOOD, SOUTH DAKOTA
NORTH ENTRY
LANDSCAPE
PLAN

NO.	ISSUED FOR	DATE
1	FOR REVIEW	10/14/2015

PROJECT STATUS: 100% CONSTRUCTION DOCUMENTS	
DATE: 10/14/2015	PROJECT: 11-13
SCALE: 1" = 10'	ORIGINAL SHEET SIZE: 24" x 36"
MAP SHEET SIZE: 18" x 24"	



1 ENLARGED LAYOUT PLAN - NORTH ENTRY
SCALE 1" = 10'

VICINITY MAP
SCALE: 1" = 10'
ORIGINAL SHEET SIZE: 24" x 36"
MAP SHEET SIZE: 18" x 24"