

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

Tuesday, 5:00 p.m.
January 19, 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 January 4, 2016**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Carolyn Weber on behalf of Deadwood History Inc., requesting permission to serve wine and beer to compliment hors d' oeuvres in addition to lawn games after evening tours at Adams House. Tours are scheduled on Wednesdays and Fridays from June 8 to August 26

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. Acknowledge ACH payment to be made on January 29, 2016 for principal and interest on Broadway Parking Garage revenue bond in the amount of \$417,605.00.
- B. Resolution 2016-02 to Establish 2015 Cash Designations per SDCL 9-21-14.1
- C. Resolution 2016-03 to Approve Interfund Cash Transfers for 2015
- D. Remove Kathy Toscana effective December 14, 2015 from the Volunteer Fire Department roster for workers compensation purposes.
- E. Permission to hire Heather Monson as a Police Reserve at \$11.83 per hr. effective January 20, 2016
- F. Permission for Finance Office to pay 2016 allocation to the following non-profits: \$5,000.00 CASA, \$5,000.00 Boys and Girls Club of the Black Hills, \$5,000.00 Dakota State University/CETUP (budgeted from Bed and Booze Fund).
- G. Designate Black Hills Pioneer as official newspaper per SDCL 9-12-6
- H. Approve the following official depositories for the City of Deadwood per SDCL 9-22-6: Wells Fargo Bank, Deadwood SD; First National Bank, Lead SD; BankWest, Pierre SD; First Interstate Bank, Deadwood SD.
- I. Amend previous approval for dozer repairs and allow payment of \$3,865.00 to Butler Machinery. (previously approved not to exceed \$3,500.00.)

- J. Allow Mayor to sign Temporary Construction Easement with Kanti and Sulabha Patel for an area in Whitewood Creek in conjunction with Lower Main project
- K. Permission for Mayor to sign renewal agreement with Barefoot Resort for billboard lease from January 1, 2016 to December 31, 2016 at rate of \$55.00 per month (no change from prior year)
- L. Permission for Police Department to advertise for two reserve officer positions
- M. Renew GIS Maintenance package for 2016 at cost of \$12,000.00 from various budgeted line items within respective departments outlined in memo
- N. Allow Mayor to sign annual Broadway Parking Ramp lease agreement with NMD (Hickok's) for twelve spaces at \$100.00 per space plus tax from January 1, 2016 to December 31, 2016
- O. Allow Mayor to sign annual Broadway Parking Ramp lease agreement with Gold Dust Lodging for 120 spaces at \$60.00 per space plus tax from January 1, 2016 to December 31, 2016.

P.

7. BID ITEMS

8. PUBLIC HEARINGS

- A. Hold public hearing for Retail (on-off sale) Wine License for Lynnette Milos dba MS Mail, LLC
- B. Set public hearing on February 1 for street closures on Thursday July 14, Friday July 15, and Saturday July 16, 2016 for 3 Wheeler Motorcycle Rally.

9. OLD BUSINESS

10. NEW BUSINESS

- A. Second reading of Ordinance #1242 Amending Chapter 15.32, Signs
- B. Permission for Police Department to purchase body camera system at cost of \$21,336.00, to be paid from Equitable Drug Sharing Award
- C. Permission to purchase high visibility work wear for Public Works Department with City of Deadwood logo. Request to supplement budget in Streets, Water and Parks budgets to cover unbudgeted cost not to exceed \$6,000.00
- D. Resolution 2016-04 to Surplus Real Property at 767 Main (Pavilion)
- E. Discussion regarding proposed ordinance for printed materials and communication; SDCL Codified Law, Finance Requirements, Section 12-27-11
- F. Permission for Mayor to appoint Raul Ponce De Leon to the Library Board effective January 1, 2016 through December 31, 2016
- G. Allow Archives to enter into contracts for eight 2016 Archives projects totaling \$34,000.00 (budgeted).
- H. Permission for Mayor to sign contracts with South Dakota Historic Society in the amount of \$5,000.00, Imageup Creative Services LLC in the amount of \$4,550.00, and Donald Toms in the amount of \$8,000.00 (budgeted in Archives)
- I. Accept proposal from Deadwood Alive and enter into five year contract at cost of \$103,000.00 for 2016. (budgeted)

- J. Permission to pursue and enter into contract with CODE RED notification system at annual cost of \$1,500.00.

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

No action can be taken

12. **EXECUTIVE SESSION**

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

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

13. **ADJOURNMENT**

REGULAR MEETING, January 4, 201

The Regular Session of the Deadwood City Commission convened on January 4, 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

Todd moved, Van Den Eykel seconded to approve the minutes of December 21, 2015. Roll Call: Aye-All. Motion carried.

DECEMBER, 2015 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$16,263.77; PUBLIC BUILDINGS, \$5,347.42; POLICE, \$50,452.12; FIRE, \$4,820.92; BUILDING INSPECTION, \$3,488.50; STREETS, \$27,686.52; PARKS, \$14,074.11; PLANNING & ZONING, \$4,676.36; LIBRARY, \$6,466.38; RECREATION CENTER, \$11,877.14; HISTORIC PRESERVATION, \$15,877.19; WATER, \$15,382.61; PARKING METER, \$8,248.71; TROLLEY, \$16,367.43; PARKING RAMP, \$5,132.46; RUBBLE SITE, \$766.53. **PAYROLL TOTAL: \$209,658.93**

DECEMBER, 2015 PAYROLL PAYMENTS:

Internal Revenue Service, \$51,774.57; S.D. Retirement System, \$23,405.70; Delta Dental, \$3,677.20

APPROVAL OF DISBURSEMENTS

Ruth moved, Todd seconded to approve the January 4, 2016 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	CONTRACT	159.81
ABC BUSINESS	SUPPLIES	2,750.29
ALBERTSON ENGINEERING	PROJECT	45.00
ALL AROUND AUTO	SUPPLIES	105.36
ALLEN, MEL	MEETINGS	150.00
ALSCO	SUPPLIES	128.21
ARGUS LEADER	SUBSCRIPTION	326.32
ATCO	SUPPLIES	175.00
BICKLE TRUCK	SUPPLIES	248.21
BIESIOT, TONY	MEETINGS	125.00
BH CHEMICAL	SUPPLIES	177.94
BH LIBRARY	SUBSCRIPTION	16.21
BH POWER	ELECTRICITY	28,484.33
BH SECURITY	SERVICE	194.70
BHSU	PROJECT	1,316.04
BH URGENT CARE	TESTING	532.76
BUFFALO GAP COMMUNITY	GRANT	2,435.00
BUTLER MACHINERY	SUPPLIES	287.04
CABLE COMMUNICATION	PROJECT	2,040.82
CAI CONSTRUCTION	PROJECT	64,882.30
CALIFORNIA IMMOBILIZER	BOOTS	824.90
CENTURY BUSINESS	CONTRACT	356.07
CENTURY LINK	SERVICE	345.95
CHAMBERLIN ARCHITECTS	PROJECT	19,131.49
COCA COLA	SUPPLIES	81.20
CULLIGAN	SUPPLIES	105.00
DAKOTA FENCE	BLEACHERS	2,480.00
DEADWOOD ELECTRIC	SERVICE	2,906.99
EAGLE ENTERPRISES	LIGHTS	588.00
EMERY-PRATT	BOOK	64.02
FARMER BROTHERS	SUPPLIES	39.85
FARRIER, MARIE	MEETINGS	150.00
FASTENAL	SAW	113.89
FENTON, KRIS & MELANIE	PROJECT	1,447.56
FIREHOUSE SOFTWARE	CONTRACT	675.00
FOOTHILLS SEED	STABILIZER	699.50
FULLER, KELLY	REIMBURSEMENT	426.62
GLOBAL EQUIPMENT	LIGHT	111.00
GOLDEN WEST	SERVICE	646.50
GREEN, RON	REIMBURSEMENT	80.00
HELMIN, MATT	MEETINGS	150.00
JENSEN FLOORS	SERVICE	1,470.00
KARL'S TV	TVS	719.98
KNIGHT SECURITY	CAMERAS	13,660.99
KONE	MAINTENANCE	266.80
LAWSON PRODUCTS	SUPPLIES	121.03
LYNN'S	SUPPLIES	42.66
M & T FIRE	UNIFORMS	8,197.00
MACROVISION	SERVICE	750.00
MIDWEST TAPE	DVDS	132.94
MOHR, TRENT	REIMBURSEMENT	55.00
MDU	SERVICE	9,896.08
MS MAIL	SUPPLIES	53.90
MUTUAL OF OMAHA	INSURANCE	224.36
NETWORK SERVICES	SUPPLIES	339.82
NEVE'S	UNIFORMS	148.99
OLD HOUSE JOURNAL	SUBSCRIPTION	27.00
OTIS ELEVATOR	CONTRACT	124.98
PITNEY BOWES	LEASE	237.93

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PONTIUS, JERRY	REIMBURSEMENT	271.17
QUILL	SUPPLIES	38.57
RAPID DELIVERY	DELIVERY	50.54
RASMUSSEN MECHANICAL	REPAIR	197.95
RUNGE, BRETT	MEETINGS	50.00
SD DEPT. OF TOURISM	CONFERENCE	450.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SD STATE ARCHIVES	MICROFILM	28.80
SERVALL	SUPPLIES	1,592.54
SHEDD, JIM	MEETINGS	150.00
SIOUX CITY FOUNDRY	SUPPLIES	664.00
SOUTHSIDE OIL	FUEL	9,379.79
ST AMBROSE CHURCH	GRANT	36,490.00
STRETCH'S	SUPPLIES	78.26
TOM'S T'S	TSHIRTS	170.59
TROPHY AWARDS	AWARDS	203.10
TSP	SERVICE	2,056.20
TWILIGHT	SUPPLIES	447.76
TWIN CITY HARDWARE	SUPPLIES	3,287.79
UMENTHUM, KEITH	PROJECT	350.00
VAST	SERVICE	1,154.60
VERIZON	METERS	40.01
TOTAL		\$ 229,655.01

ITEMS FROM CITIZENS ON AGENDA

Transfer

Brad Meehan asked the Commission to allow the transfer of Dakota Taxi license to Josh Kangley. Chief Fuller stated the ordinance requires City Commission approval prior to transfer of said license. Van Den Eykel moved, Speirs seconded to approve. Roll Call: Aye-All. Motion carried.

CONSENT

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

- A. Permission to purchase particulate filter from Eddie's Truck Center at cost not to exceed \$4,936.67 to be paid from Trolley budget.
- B. Set April 12, 2016 as election date, for one (1) three-year term as Mayor.
- C. Resolution 2016-01 to Establish 2016 Wages for Municipal Employees per SDCL 9-14-28.

RESOLUTION NO: 2016-01

CITY OF DEADWOOD EMPLOYEE WAGES FOR THE YEAR 2016

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood hereby approves the following wages for City of Deadwood employees for the year 2016 and shall be paid bi-weekly: Kenneth Allen, \$19.94 per hour; Benjamin Anderson, \$9.44 per hour; Phillip Arellano, \$10.76 & \$12.76 per hour; Ken Batka, \$19.53 per hour; Chelsie Bauer, \$9.44 per hour; Sonya Bertalot, \$18.21 and \$13.80 per hour; William Binder, \$18.19 per hour; Anthony Bradley, \$24.05 per hour; Daniel Bridenstine, \$20.31 per hour; Richard Brooks, \$12.63 per hour; William Burleson, \$23.81 per hour; Karla Cameron, \$10.94 per hour; Kasey Campbell, \$18.60 per hour (as of 1/6/16 after two years of service Kasey Campbell goes to \$19.58 per hour, which is 100% of prevailing wage); Brian Carmichael, \$9.69 per hour (as of 1/9/16 after two years of service Brian Carmichael goes to \$10.23 per hour per part-time wage scale); Deam Carollo, \$11.83 per hour; Marie Carr, \$10.40 per hour; Jeanette Chaney-Moodie, \$48,907.56 per year; Randi Coddington, \$12.63 & \$14.63 per hour; Norma Cooper, \$9.69 per hour; Debra Dauer, \$12.63 per hour; Nicole Diedrich, \$10.20 per hour; Karla Dower, \$10.40 per hour; Christine Elliott, \$10.94 per hour; Kenneth Elliott, \$10.94 per hour; Richard Elliott, \$12.63 per hour; Jeanne Emmert, \$11.56 per hour; Rodney Fischer, \$12.63 per hour; Bonny Fitch, \$17.26 per hour; Seth Fitzgerald, \$9.44 per hour; Karol Flueckinger, \$9.69 per hour; Lyle Fritzemeier, \$9.15 per hour; Kelly Fuller, \$74,995.18 per year; Blu Gay, \$8.67 per hour; Andrew Goodwin, \$9.15 per hour; Pam Goodwin, \$10.23 per hour; Ron Green, \$75,990.00 per year; Alex Hamann, \$22.78 per hour; Terry Hansen, \$12.63 per hour; Cady Harrington, \$8.67 per hour; Carol Hauck, \$17.12 per hour; Kenneth Hawki, \$26.39 per hour; Mark Heltzel, \$19.53 per hour; Steven Hogan, \$12.63 per hour; Michael Holbert, \$12.63 per hour; Kayla Huber, \$9.44 per hour; Roanne Hudson, \$10.94 per hour; Barbara Hughes, \$12.63 per hour; Arlys Janke, \$10.94 per hour; Michael Kitzmiller, \$12.63 per hour; Jerity Krambeck, \$16.31 per hour; Tom Kruzel, \$18.90 per hour (as of 1/7/16 after two years of service Tom Kruzel goes to \$19.89 per hour, which is 100% of prevailing wage); Donald Kryger, \$23.69 per hour; Kevin Kuchenbecker, \$70,766.28 per year; Andrew Larive \$21.87 per hour; Frank Lawton, \$12.63 per hour; James

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Lee, \$20.50 per hour; Robert Lester, \$23.57 per hour; Justin Lux, \$21.98 per hour; Alexandra Madsen, \$10.20 per hour; Kip Mau, \$22.67 per hour; Tera Mau, \$10.94 per hour; Rhonda McGrath, \$16.32 per hour; Braxton McKeon, \$21.71 per hour; Kenneth Mertens, \$24.77 per hour; Cydnee Middlemas, \$9.69 per hour; Douglas Miller, \$12.63 per hour; Trent Mohr, \$20.96 per hour (as of 1/12/16 after one year of service Trent Mohr goes to \$22.13 per hour, which is 95% of prevailing wage); Heather Monson, \$16.31 per hour; Ronda Morrison, \$23.92 per hour; Casey Nelson, \$17.86 and \$12.91 per hour; Greg Nelson, \$19.53 per hour; Mary Jo Nelson, \$77,987.52 per year; Robert Nelson Sr., \$59,828.08 per year; Robert Nelson, Jr., \$61,855.56 per year; Michael Olsen, \$10.46 per hour; James Olson, \$22.20 per hour; David Osborn, \$12.63 per hour; Janet Osborn, \$10.40 per hour; Samuel Otto, \$19.53 per hour; Janice Peppmeier, \$18.49 per hour; Randy Pfarr, \$20.68 per hour; James Phillips, \$10.46 per hour; Lynette Quaschnick, \$9.15 per hour; Charles Quenzer, \$22.07 per hour; Jerold Rachetto, \$18.80 per hour; Robert Radensleben, \$20.41 per hour; Arthur Reato, \$12.63 per hour; Kenneth Rehberg, \$12.63 per hour and \$14.63 per hour; Emily Reif, \$9.15 per hour; Jeanne Reif, \$8.67 per hour; Scott Reif, \$18.36 per hour; Donovan Renner, \$23.92 per hour; Thomas Riley, \$9.69 per hour; Michael Runge, \$20.61 per hour; David Ruth, \$6,500.00 per year; Brandy Ryan, \$19.53 per hour; Linsey Sandidge, \$8.67 per hour; Lance Sandidge, \$16.16 per hour and \$10.76 per hour; David Semingson, \$10.76 per hour; Lili Sjomeling, 9.15 per hour; Mark Speirs, \$6,500.00 per year; Sally Sprigler, \$11.83 per hour; Susan Stalder, \$9.69 per hour; James Sternhagen, \$12.63 per hour and \$14.63 per hour; Matthew Symonds, \$19.53 per hour; Gary Todd, \$6,500.00 per year; Teresa Tomford, \$16.32 per hour; Denise Trehwella, \$10.40 per hour; Misty Trehwella, \$20.66 per hour; John Tridle, \$23.47 per hour; Charles Turbiville, \$9,500.00 per year; Jim Van Den Eykel, \$6,500.00 per year; Ritchey Walk, \$21.71 per hour; Thomas Wolf, \$9.82 per hour; Charles Wuitschick, \$12.63 per hour; David Zurey, \$9.14 per hour.

Dated this 1st day of January, 2016

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- D. Allow Finance Office to write off two uncollectible accounts in Rubble Site Fund: #131 and #368 totaling \$280.00. One account remains filed in small claims court.
- E. Permission to hire Ashlee Harrowa and Rylee Sunderman as lifeguards effective January 6, 2016 at \$9.44 per hour, pending pre-employment screening.

PUBLIC HEARINGS

Speirs moved, Van Den Eykel seconded to set public hearing on January 19 for Retail (on-off sale) Wine License for Lynnette Milos dba MS Mail, LLC. Roll Call: Aye-All. Motion carried.

OLD BUSINESS

Lighting

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

NEW BUSINESS

First Readings

Ruth moved, Speirs seconded to approve first reading of Ordinance #1242 Amending Chapter 15.32, Signs. Planning and Zoning Administrator Nelson Jr. stated the portion of ordinance discussing fee amount is stricken due to fees being set by Resolution. Roll Call: Aye-All. Motion carried.

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Contract

Speirs moved, Van Den Eykel seconded to enter into contract with Albertson Engineering for professional services to design Raymond Street retaining wall (Capital Improvement Plan). Planning and Zoning Administrator Nelson Jr. stated the wall will be built in 2017, the design and engineers estimate is for a wall holding up a city street. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mayor Turbiville stated the next Commission meeting will be held on Tuesday, January 19, 2016 due to observance of Martin Luther King Day.

Sharon Martinisko asked the Commission to consider a proposed Ordinance to put on the agenda for January 19, 2016. She stated the ordinance is for printed election materials, which must state "paid for by" whoever is passing out the material.

Planning and Zoning Administrator Nelson Jr. stated staff is attempting to address concerns due to snowmobile access on Mickelson Trail and is asking for patience.

Commissioner Speirs stated the snowmobiles on the Mickelson Trail have been very respectful of the pedestrians.

Commissioner Ruth thanked the staff for their efforts on New Year's Eve.

ADJOURMENT

Speirs moved, Todd seconded to adjourn the regular session at 5:53 p.m. The next regular meeting will be on Tuesday January 19, 2016.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

1/15/2016 10:36 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3309	THE LORD'S CUPBOARD					
		I-010616	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	63.36
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 63.36

PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-850-2015	101-4111-423	PUBLISHING MINUTES - 11/16/15	000000	192.64
		I-860-2015	101-4111-423	PUBLISHING NOH - NY EVE BALL DROP	000000	10.40
		I-861-2015	101-4111-423	PUBLISHING NOH - DWD'S TAILGATE PARTY	000000	16.73
		I-862-2015	101-4111-423	PUBLISHING NOH - SNOWCROSS	000000	19.44
		I-863-2015	101-4111-423	PUBLISHING RESOLUTION - INTENT TO LEASE	000000	14.92
		I-869-2015	101-4111-423	PUBLISHING ORDINANCE #1238-AMEND CH 12.28	000000	38.44
		I-880-2015	101-4111-423	PUBLISHING MINUTES - 12/7/15	000000	376.23
		I-889-2015	101-4111-423	PUBLISHING ORDINANCE 1239 -SUPPLMT BUDGET	000000	20.80
		I-890-2015	101-4111-423	PUBLISHING ORDINANCE 1240-AMEND SNOW RMVL	000000	28.49
		I-891-2015	101-4111-423	PUBLISHING ORDINANCE 1241-AMEND VENDING	000000	43.41
		I-891A-2015	101-4111-423	PUBLISHING ORDINANCE 1241-REVISED	000000	22.38
01-1496	LAWRENCE CO. REGISTER O					
		I-011316	101-4111-422	PROFESSIONAL EASEMENTS	000000	60.00
01-1827	MS MAIL & MARKETING					
		I-7744	101-4111-426	SUPPLIES MAYOR'S BUSINESS CARDS	000000	10.00
DEPARTMENT 111 COMMISSION					TOTAL:	853.88

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 3

PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 141 ATTORNEY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2394	GUNDERSON, PALMER, NELS					
		I-64827	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	3,570.00
			DEPARTMENT 141	ATTORNEY	TOTAL:	3,570.00

1/15/2016 10:36 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 4

PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 142 FINANCE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-010616	101-4142-422	PROFESSIONAL SUBSCRIPTION - 1 YEAR	000000	103.77
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-685869	101-4142-426	SUPPLIES WASHER BLADES - FORD FOCUS/FIN	000000	21.70
01-1725	QUILL CORPORATION					
		I-1808419	101-4142-426	SUPPLIES SUPPLIES -- POLICE	000000	33.85
DEPARTMENT 142 FINANCE					TOTAL:	159.32

PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0097	FARMER BROTHERS CO					
		I-63070935	101-4192-426-04	SUPPLIES - CI COFFEE SUPPLIES - CITY HALL	000000	57.50
01-0360	ABC BUSINESS SUPPLY					
		I-1/11/16INK	101-4192-426-13	SUPPLIES - RE INKJET CARTRIDGE/REC CENTER	000000	39.00
		I-9677	101-4192-425-04	REPAIRS - CIT BATTERY BACK UP/CITY HALL	000000	279.96
		I-9678	101-4192-425-14	REPAIRS - STR BROTHER PRINTER DRUM UNIT/STRT	000000	119.00
01-0436	BLACK HILLS WINDOW CLEA					
		I-55149	101-4192-422-04	PROFESSIONAL WINDOW CLEANING/CITY HALL	000000	440.00
		I-55149	101-4192-422-07	PROFESSIONAL WINDOW CLEANING/FIRE STATION	000000	258.00
		I-55149	101-4192-422-10	PROFESSIONAL WINDOW CLEANING/LIBRARY	000000	375.00
01-0547	M&M SANITATION					
		I-29533	101-4192-426-05	SUPPLIES - CO TOILET RENTAL/COLD STORAGE	000000	110.00
01-0551	MENARD'S					
		I-64923	101-4192-425-02	REPAIRS - ADA (2) NIMAH TRACK PE/ADAMS MUS	000000	59.98
		I-65773	101-4192-425-02	REPAIRS - ADA NIMAH TRACK PEN-60W CLEAR/AMUS	000000	111.94
		I-65775	101-4192-433	IMPROVEMENTS CEILING GRID CLIPS-SLIDER/RODE	000000	230.25
01-0682	PITNEY BOWES INC					
		I-011116	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-1046	KARL'S TV & APPLIANCE,					
		I-111422418	101-4192-426-06	SUPPLIES - DA 42" LED TV-TILT MOUNT/RODEO	000000	449.99
01-1333	DEADWOOD ELECTRIC					
		I-21250	101-4192-425-02	REPAIRS - ADA MOVE WIRE OFF PANEL/ADAMS MUS	000000	83.42
01-1380	WASTE CONNECTIONS, INC.					
		I-11923263	101-4192-426-14	SUPPLIES - ST DUMPSTER/STREETS	000000	336.00
		I-11923285	101-4192-426-11	SUPPLIES - PA DUMPSTER/PARKS	000000	395.81
		I-11924682	101-4192-426-09	SUPPLIES - HA DUMPSTER/HARCC	000000	497.50
01-1406	STRETCH'S GLASS & CUSTO					
		I-I026442	101-4192-425-18	REPAIRS - FOO INSULATED GLASS/FOOTBALL FIELD	000000	338.60
01-3116	FREEMAN'S ELECTRIC SERV					
		I-264	101-4192-425-13	REPAIRS - REC SNOW MELTING SIDEWALK MATS/REC	000000	10,700.00
01-3571	KRUZEL, TOM					
		I-6350009	101-4192-425-08	REPAIRS - HIS MYWIRELESSTV2/ HISTORY	000000	158.99
01-3704	GARDNER CONSTRUCTION					
		I-525	101-4192-425-13	REPAIRS - REC REMOVE OLD-REPLACE NEW HEAT/R	000000	12,030.00
01-3838	VAST BROADBAND					
		I-12/25/15 TELEPHONE	101-4192-428-07	UTILITIES - F TELEPHONE 12/24-01/23/15/FIRE	000000	260.12

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PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3838	VAST BROADBAND		continued			
		I-12/29/15TELEPHONE	101-4192-428-04	UTILITIES - C TELEPHONE 12/28-1/27/15/CITY	000000	1,225.88
DEPARTMENT 192 PUBLIC BUILDINGS TOTAL:						29,056.94

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PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 193 DATA PROCESSING

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE	1-299432	101-4193-422	PROFESSIONAL EMAIL SECURITY, BACKUP	000000	710.00
DEPARTMENT 193 DATA PROCESSING					TOTAL:	710.00

PACKET: 03698 COMBINED - 1/20/16

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
01-0418	BLACK HILLS PIONEER					
		I-121257 - 12/31/15	101-4210-423	PUBLISHING HOLIDAY AD	000000	68.60
01-0467	CULLIGAN OF THE NORTHER					
		I-75793	101-4210-424	RENTALS BOTTLED WATER & CUPS - POLICE	000000	42.50
		I-76166	101-4210-424	RENTALS WATER COOLER RENTAL - TROLLEY	000000	15.00
01-0508	GALLS, LLC					
		I-0046 44433	101-4210-426	SUPPLIES UNIFORM BOOTS, GLOVES	000000	154.98
01-0545	LYNN'S DAKOTA MART					
		I-0375	101-4210-426	SUPPLIES N Y EVE SUPPLIES	000000	13.00
01-1544	MID-STATES ORGANIZED CR					
		I-83004-24357	101-4210-422	PROFESSIONAL 2016 MEMBERSHIP FEES	000000	150.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-687396	101-4210-425	REPAIRS STANDARD CAPSULE - POLICE	000000	15.39
01-1725	QUILL CORPORATION					
		I-1671306	101-4210-426	SUPPLIES SANDISK CARDS - POLICE	000000	89.90
		I-1719571	101-4210-426	SUPPLIES PAPER GROCERY BAGS	000000	93.97
01-2402	MERTENS, KENNETH					
		I-123015	101-4210-415	GROUP INSURAN REIMBURSEMENT	000000	293.72
				DEPARTMENT 210 POLICE	TOTAL:	937.06

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PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1757	HAWKI, KEN					
		I-11116	101-4221-427	TRAVEL	REIMBSMT-SD FIRE INSTRUCT CONF 000000	104.00
01-1758	GLOVER, WILLIAM					
		I-11116	101-4221-427	TRAVEL	REIMBSMT-SD FIRE INSTRUCT CONF 000000	64.00
01-1943	WIERINGA, ANNA					
		I-11016	101-4221-427	TRAVEL	REIMBSMT-SD FIRE INSTRUCT CONF 000000	64.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 232.00

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 PACKET: 03698 COMBINED - 1/20/16
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 310 STREETS
 BUDGET TO USE: CB-CURRENT BUDGET

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0097	FARMER BROTHERS CO					
		I-63070937	101-4310-426	SUPPLIES COFFEE-CREAMER/STREETS	000000	178.30
01-0360	ABC BUSINESS SUPPLY					
		I-9504	101-4310-426	SUPPLIES DAILY APPT BOOK/STREETS	000000	17.40
		I-9691	101-4310-426	SUPPLIES CALENDAR/STREETS	000000	5.99
		I-9692	101-4310-426	SUPPLIES POCKET FILE-FOLDERS/STREETS	000000	6.50
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-151200120	101-4310-422	PROFESSIONAL (2) PAGERS/VOICEMAIL/STREETS	000000	33.18
01-0561	SD ONE CALL					
		I-SD15-3994	101-4310-422	PROFESSIONAL MSGS-FAXES DEC 2015/STREETS	000000	35.84
01-0782	JACOBS PRECISION WELDIN					
		I-22595	101-4310-426	SUPPLIES 1X1X16 TUBE-FLAT BARX8'/STREET	000000	157.84
01-1410	WESTERN COMMUNICATIONS,					
		I-16-714076	101-4310-425	REPAIRS MOBILE ANALOG RADIO/STREETS	000000	511.40
01-1653	STURDEVANT'S AUTO PARTS					
		C-32686400	101-4310-426	SUPPLIES RETURN ROTARY HAND PUMP/ST	000000	47.99-
		I-32-685965	101-4310-425	REPAIRS MAGNUM STEER-REFLEX TR SHOCK/S	000000	131.98
		I-32-686220	101-4310-426	SUPPLIES (2) SCREWS-(2) TOPLOCK/STRETS	000000	1.20
		I-32-686337	101-4310-426	SUPPLIES HOSE FITTINGS-WIRE HYD/STREETS	000000	22.10
		I-32-686488	101-4310-425	REPAIRS (6) CHAIN ACCESSORY/STREETS	000000	113.94
		I-32-686498	101-4310-425	REPAIRS H/D OIL STABIL-STANADYNE/STRTS	000000	47.48
		I-32-686582	101-4310-426	SUPPLIES SERVICE GAGE/STREETS	000000	24.43
		I-32-686593	101-4310-426	SUPPLIES 22" ICE WINTER BLADE/STREETS	000000	21.70
		I-32-686747	101-4310-425	REPAIRS (2) SPG BOLTS/ STREETS	000000	10.06
		I-32-686929	101-4310-426	SUPPLIES (12) WW GAL-EXT SNOW/STREETS	000000	43.33
		I-32-686999	101-4310-425	REPAIRS HZ BATTERY ASM-STOR/STREETS	000000	216.66
		I-32-687025	101-4310-426	SUPPLIES (2) FOG LAMP/STREETS	000000	17.38
		I-32-687245	101-4310-425	REPAIRS (6) SCREWS 25	000000	3.66
		I-32-687342	101-4310-426	SUPPLIES (12) 15W40-OIL FILTER/STREETS	000000	144.74
01-1827	MS MAIL & MARKETING					
		I-7793	101-4310-426	SUPPLIES BUSINESS CARDS-RON/STREETS	000000	30.00
01-3454	BROCK WHITE COMPANY, LL					
		I-12608876-00	101-4310-425	REPAIRS 50 LB CONCRETE COLD PATCH/STRT	000000	349.20
DEPARTMENT 310 STREETS						TOTAL: 2,076.32

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PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 320 SANITATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1380	WASTE CONNECTIONS, INC.					
		I-11923410	101-4320-422	PROFESSIONAL GARBAGE SERVICE/RESIDENTS	000000	6,601.30
				DEPARTMENT 320 SANITATION	TOTAL:	6,601.30

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PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-151200135	101-4520-422	PROFESSIONAL (2) PAGERS-VOICEMAIL/PARKS	000000	34.22
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-685980	101-4520-426	SUPPLIES FUEL CAP/PARKS	000000	13.43
		I-32-687274	101-4520-426	SUPPLIES (12) PRONTO 5W30 QT/PARKS	000000	33.36
			DEPARTMENT 520	PARKS	TOTAL:	81.01
			FUND	101 GENERAL FUND	TOTAL:	44,341.19

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 PACKET: 03698 COMBINED - 1/20/16
 VENDOR SET: 01
 FUND : 209 BED & BOOZE FUND
 DEPARTMENT: 510 REC CENTER
 BUDGET TO USE: CB-CURRENT BUDGET

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BANK: FNEAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0124	TRIDLE, JOHN	I-286003684588424	209-4510-426	SUPPLIES PRINTER INK-DUCT TAPE/REC	000000	55.41
01-0223	COCA COLA BOTTLING HIGH	I-1582342	209-4510-426	SUPPLIES (6) 5 GAL WATER BOTTLES/REC	000000	30.90
		I-1663609	209-4510-426	SUPPLIES (8) 5 GAL WATER BOTTLES/REC	000000	72.00
		I-190297	209-4510-426	SUPPLIES COOLER RENTAL 11/1-11/30/15/RE	000000	14.00
		I-195770	209-4510-426	SUPPLIES COOLER RENT 12/1-12/31/15/REC	000000	14.00
01-0251	RECREATION SUPPLY COMPA	I-294093	209-4510-426	SUPPLIES FILTER CARTRIDGE/REC CENTER	000000	139.98
01-0360	ABC BUSINESS SUPPLY	I-9690	209-4510-426	SUPPLIES DRY ERASE BOARD-TAPE/REC	000000	45.75
01-0418	BLACK HILLS PIONEER	I-12/31/15COMMPAGES	209-4510-423	PUBLISHING COMMUNITY PAGES PROMO/REC	000000	10.15
01-1011	TOM'S T'S, INC.	I-19800	209-4510-426	SUPPLIES TSHIRTS-SWEATSHIRTS/REC	000000	237.33
01-1038	PUSH-PEDAL-PULL	I-155868	209-4510-434	MACHINERY/EQU (2) TREADMILLS-WARRANTIES/REC	000000	6,926.80
01-1380	WASTE CONNECTIONS, INC.	I-11923410	209-4510-426	SUPPLIES GARBAGE SERVICE/REC CENTER	000000	65.00
01-1827	MS MAIL & MARKETING	I-7785	209-4510-426	SUPPLIES BROCHURE NEW PRICES/REC	000000	250.00
		I-7801	209-4510-426	SUPPLIES PRINTING INFO CARDS/REC CENTER	000000	70.00
01-2645	HAWKINS INC	I-3820313	209-4510-426	SUPPLIES ACID-DELDRUM-AZONE/REC CENTER	000000	1,024.60
01-3060	QUIK SIGNS	I-15905	209-4510-422	PROFESSIONAL NEW SIGNAGE/ REC CENTER	000000	221.33
01-3151	KONE INC.	I-949182437	209-4510-422	PROFESSIONAL ELEVATOR INSPECTIONS/REC&RAMP	000000	133.40
01-3342	RASMUSSEN MECHANICAL SE	I-SRV035302	209-4510-425	REPAIRS SERVICE CALL-BAD SMELL/REC CEN	000000	199.50
01-3346	REGIONAL HEALTH	I-154674C2296	209-4510-422	PROFESSIONAL TESTING	000000	75.00
01-3618	KDSJ 980 AM RADIO	I-15-12-032	209-4510-423	PUBLISHING RADIO SPOTS DURING GAME/REC	000000	160.00
DEPARTMENT 510 REC CENTER					TOTAL:	9,745.15

PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 980 SPECIAL EVENTS

BANK: PNEAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-011216	209-4980-422	PROFESSIONAL B&B BILL LIST 12/4/15-1/12/16	000000	45,000.00
		I-011216	209-4980-422	PROFESSIONAL EVENT COMPLEX MGMT.FUNDS	000000	5,606.25
				DEPARTMENT 980 SPECIAL EVENTS	TOTAL:	50,606.25
				FUND 209 BED & BOOZE FUND	TOTAL:	60,351.40

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PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 213 BUSINESS IMPROVEMENT DIST

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0475	DEADWOOD CHAMBER & VISI					
		I-011216	213-4630-423	MARKETING	BID 1-6 BILL LIST 12/4-1/12 000000	142,500.00
DEPARTMENT 630 BID						TOTAL: 142,500.00

FUND	213	BUSINESS IMPROVEMENT DIST				TOTAL: 142,500.00

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PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNEAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0585	SD DEPT. OF REVENUE					
		I-201601074827	215-3000-699	MISC REVENUE SALES TAX FOR DEC. '15	122015	0.95
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						0.95

PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-20161216	215-4572-235	VISITOR MGMT ADVOCACY HISTORY HPC MARKETING	000000	1,354.78
		I-20161216	215-4572-215	VISITOR MGMT ADVOCACY HISTORY HPC MARKETING	000000	18,250.00
		I-20161216	215-4572-210	VISITOR MGMT ADVOCACY HISTORY HPC MARKETING	000000	13,942.52
01-1827	MS MAIL & MARKETING					
		I-7774	215-4572-235	VISITOR MGMT 2016 BANNER PERMIT STICKERS	000000	10.00
01-3183	MCCLELLAND'S CATERING					
		I-20160106	215-4572-235	VISITOR MGMT TOURISM/GOVERNOR'S CONF	000000	1,653.12
01-3558	DEADWOOD HISTORY, INC.					
		I-010616	215-4572-235	VISITOR MGMT PUBLIC EDUCATION	000000	5,326.34
01-3667	BERBERICH DESIGNS					
		I-010616	215-4572-235	VISITOR MGMT WAYFINDING PROFESSIONAL SERVIC	000000	13,125.60
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	53,662.36

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PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0776	ALBERTSON ENGINEERING,	I-9734	215-4576-600	PROFES. SERV. 2015-395H JS	000000	2,867.15
01-2394	GUNDERSON, PALMER, NELS	I-64827	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	270.00
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						3,137.15

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0360	ABC BUSINESS SUPPLY	I-9681	215-4577-760	CAPITAL ASSET 2016 HPC OFFICE SUPPLY ORDER	000000	1,625.00
01-0547	M&M SANITATION	I-29532	215-4577-795	CAPITAL ASSET TOILET RENTAL/FIREWISE	000000	110.00
01-0578	TWIN CITY HARDWARE & LU	I-E48421	215-4577-760	CAPITAL ASSET BULES	000000	159.92
01-0776	ALBERTSON ENGINEERING,	I-9731	215-4577-755	CAPITAL ASSET 2014-187H RAYMOND ST.	000000	2,502.50
		I-9732	215-4577-755	CAPITAL ASSET 2014-188H FREEMONT ST RW	000000	2,502.50
01-0841	TSP, INC.	I-49983	215-4577-810	CAPITAL ASSET HWY 65 PROJECT	000000	1,469.58
01-1496	LAWRENCE CO. REGISTER O	I-010516	215-4577-810	CAPITAL ASSET RECORDING OF UTILITY EASEM'TS	000000	210.00
01-2473	SD DEPT. OF CORRECTIONS	I-C18D6319	215-4577-795	CAPITAL ASSET FIRE SUPPRESSION/FIREWISE	000000	2,342.67
01-3785	TALLGRASS	I-2016-002	215-4577-810	CAPITAL ASSET POWERHOUSE PARK CONST. DOCS	000000	1,260.00
01-3896	EAGLE ENTERPRISES, LLC	I-121880	215-4577-760	CAPITAL ASSET LIGHT BULBS FOR POLES	000000	407.76
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						12,589.93

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0340	MIDCONTINENT COMMUNICAT					
		I-7047175027781	215-4641-428	UTILITIES	3 SEIVER 01/01/16-01/31/16	000000 65.00
01-0360	ABC BUSINESS SUPPLY					
		I-9645A	215-4641-426	SUPPLIES	INDEX CLEAR DIVIDERS	000000 4.86
01-0467	CULLIGAN OF THE NORTHER					
		I-75335	215-4641-426	SUPPLIES	HP - BOTTLED WATER	000000 13.00
		I-76164	215-4641-426	SUPPLIES	HP - WATER COOLER RENTAL	000000 15.00
01-0578	TWIN CITY HARDWARE & LU					
		I-D335594	215-4641-426	SUPPLIES	20 18W CORN BULBS	000000 939.80
01-1827	MS MAIL & MARKETING					
		I-7795	215-4641-426	SUPPLIES	DEC NEWS LETTER	000000 593.00
01-2145	BERG, DALE					
		I-2015	215-4641-422	PROFESSIONAL	HPC JUL-DEC 2015	000000 175.00
01-3239	NAMMINGA, LYNN					
		I-2015	215-4641-422	PROFESSIONAL	HPC JUL-DEC 2015	000000 250.00
01-3258	FLOYD, LAURA					
		I-2015-02	215-4641-422	PROFESSIONAL	HPC JUL-DEC 2015	000000 275.00
01-3373	AMAZON WEB SERVICES					
		I-65765566	215-4641-428	UTILITIES	WEB SVCS 12/1-12/31/15	000000 229.28
01-3605	JOHNSON, MICHAEL					
		I-2015	215-4641-422	PROFESSIONAL	HPC JUL-DEC 2015	000000 275.00
01-3607	WILLIAMS, CHUCK					
		I-2015	215-4641-422	PROFESSIONAL	HPC JUL-DEC 2015	000000 275.00
01-3694	TOEWS, LYMAN					
		I-2015	215-4641-422	PROFESSIONAL	HPC JUL-DEC 2015	000000 250.00
01-3696	BLAIR, THOMAS					
		I-2015	215-4641-422	PROFESSIONAL	HPC JUL-DEC 2015	000000 250.00
01-3838	VAST BROADBAND					
		I-122115	215-4641-428	UTILITIES	MT. M PHONE 12/20-01/19	000000 136.61
				DEPARTMENT 641	OFFICE HIST. PRES.	TOTAL: 3,746.55

				FUND 215	HISTORIC PRESERVATION	TOTAL: 138,767.48

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VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1191	UMENTHUM, KEITH					
		I-011116	216-1310	DUE FROM OTHE WORK DONE 3 SHINE - WHITE	000000	808.86
01-3325	BALKENHOL, FERD					
		I-011416	216-1310	DUE FROM OTHE REFUND OF OVERPAYMENT ON LOAN	000000	23.91
01-3941	BLOOM, CHRIS AND MARGAR					
		I-011416	216-1310	DUE FROM OTHE WORK DONE - 46 DENVER BLOOM	000000	5,365.50
01-3943	BLACKBURN BASEMENT SYST					
		I-011416	216-1310	DUE FROM OTHE BLACKBURN BASEMENT SYSTEMS	000000	12,519.50
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						18,717.77

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PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0623	LAWRENCE TITLE COMPANY					
		I-011416	216-4653-960	CLOSING CO O&E RPT - 1 FOREST - BERG	000000	150.00
01-1496	LAWRENCE CO. REGISTER O					
		I-011416	216-4653-960	CLOSING CO REC FEE - SATISFACT- BALKENHOL	000000	30.00
		I-011416A	216-4653-960	CLOSING CO REC FEE - 128 WILLIAMS-ARSAGA	000000	30.00
01-2857	NEIGHBORHOOD LENDING SE					
		I-011316	216-4653-422	PROFESSIONAL SRV CONTRACT 11/23/15-12/31/15	000000	5,777.50
		I-011416	216-4653-960	CLOSING CO CREDIT RPT-128 WILLIAMS ARSAG	000000	36.80
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	6,024.30
			FUND	216	REVOLVING LOAN	TOTAL: 24,742.07

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PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 544 ST. AMBROSE PROJECT

DEPARTMENT: 370 ST. AMBROSE

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1225	CAI CONSTRUCTION, LLC					
		I-011216	544-4370-422	PROFESSIONAL ST. AMBROSE PH5 FINAL	000000	3,690.00
			DEPARTMENT 370	ST. AMBROSE	TOTAL:	3,690.00
			FUND	544 ST. AMBROSE PROJECT	TOTAL:	3,690.00

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 26

PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 564 LOWER MAIN VISITOR CENTER

DEPARTMENT: 192 PUBLIC BUILDING

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1383	AINSWORTH-BENNING CONST					
		I-LOWERMAIN#1	564-4192-422	PROFESSIONAL LOWER MAIN PROJECT	000000	51,619.00
			DEPARTMENT 192	PUBLIC BUILDING	TOTAL:	51,619.00
			FUND 564	LOWER MAIN VISITOR CENTER	TOTAL:	51,619.00

PACKET: 03698 COMBINED - 1/20/16

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-010416	602-4330-422	PROFESSIONAL EQR & USAGE CHARGE - DEC	000000	22,747.39
		I-123115	602-4330-422	PROFESSIONAL PUBLIC BLDGS.USAGE - DEC	000000	616.72
01-0684	NORTHWEST PIPE FITTINGS					
		I-181727	602-4330-426	SUPPLIES NST DBL MALE HEX NIPPLE/WATER	000000	28.35
		I-184206	602-4330-426	SUPPLIES REPLACE CUTTER WHEELS/WATER	000000	20.98
01-0841	TSP, INC.					
		I-0049982	602-4330-433-01	CIP-HIWAY 85 HWY 85 DOT PROJECT/WATER	000000	732.05
01-1491	RENNER, DONOVAN					
		I-122315	602-4330-415	GROUP INSURAN REIMBURSEMENT	000000	254.71
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-686140	602-4330-425	REPAIRS LUBE FILTER-10W30-OIL FILTER/W	000000	37.42
		I-32-686207	602-4330-426	SUPPLIES TR FRONT BUCKET/WATER	000000	145.99
01-1827	MS MAIL & MARKETING					
		I-7795-A	602-4330-426	SUPPLIES UTILITY BILLS MAILING	000000	260.19
DEPARTMENT 330 WATER						TOTAL: 24,843.80
FUND 602 WATER FUND						TOTAL: 24,843.80

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 28

PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNEAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1827	MS MAIL & MARKETING					
		I-7788	610-4360-426	SUPPLIES PARKING TICKETS & STICKERS	000000	256.25
01-3712	PASSPORT PARKING, INC.					
		I-2729	610-4360-422	PROFESSIONAL MOBILE PAY - METERS	000000	12.25
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						268.50

PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0320	WHITE'S CANYON MOTORS					
		C-613396	610-4361-426	SUPPLIES	RETURN OF CORE DEPOSIT-PUMP	000000 70.00-
		I-613206	610-4361-426	SUPPLIES	ALTERNATOR & CORE DEPOSIT	000000 286.60
		I-613229	610-4361-426	SUPPLIES	PUMP & CORE DEPOSIT	000000 443.43
		I-613461	610-4361-426	SUPPLIES	FAN - TROLLEY	000000 73.27
		I-613464	610-4361-426	SUPPLIES	WIRE -- TROLLEY	000000 53.70
01-0360	ABC BUSINESS SUPPLY					
		I-9680	610-4361-426	SUPPLIES	WALL & DESK CALENDARS	000000 166.00
01-0467	CULLIGAN OF THE NORTHER					
		I-75799	610-4361-426	SUPPLIES	SALT - TROLLEY	000000 16.50
		I-76167	610-4361-426	SUPPLIES	SOFTENER RENTAL - TROLLEY	000000 22.00
01-1348	EDDIE'S TRUCK CENTER, I					
		I-R201006286:01	610-4361-425	REPAIRS	REPAIR TEMP.SENSOR-TROLLEY	000000 430.81
		I-R201006394:01	610-4361-425	REPAIRS	TROLLEY REPAIR	000000 4,936.67
01-1653	STURDEVANT'S AUTO PARTS					
		C-32-687289	610-4361-426	SUPPLIES	RETURN OF OIL,CLEANING SUPPLIE	000000 65.38-
		I-32-685777	610-4361-426	SUPPLIES	GLUE AND OIL	000000 54.27
		I-32-685817	610-4361-426	SUPPLIES	CLEANING SUPPLIES	000000 124.36
		I-32-686275	610-4361-426	SUPPLIES	BELTS	000000 41.10
		I-32-686330	610-4361-426	SUPPLIES	BALL BEARING	000000 15.72
		I-32-686491	610-4361-426	SUPPLIES	FILTERS	000000 23.32
		I-32-686759	610-4361-426	SUPPLIES	3 COURTESY LIGHTS, BELT	000000 109.81
		I-32-686778	610-4361-426	SUPPLIES	OIL & FILTERS	000000 206.09
		I-32-687288	610-4361-426	SUPPLIES	OIL	000000 88.80
		I-32-687332	610-4361-426	SUPPLIES	OIL	000000 44.40
		I-32-687346	610-4361-426	SUPPLIES	K-SEALS	000000 26.00
01-2174	SPECIALTY VEHICLES					
		I-26091	610-4361-426	SUPPLIES	BRASS POST -- TROLLEY	000000 42.86
01-3706	STURGIS AUTO PARTS, INC					
		I-155331	610-4361-426	SUPPLIES	WIPER BLADES - TROLLEY	000000 18.63
DEPARTMENT 361 TROLLEY DEPARTMENT						TOTAL: 7,088.96
FUND 610 PARKING/TRANSPORTATION						TOTAL: 7,357.46

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 30

PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3151	KONE INC.					
		I-949182437	611-4362-422	PROFESSIONAL ELEVATOR INSPECTIONS/REC&RAMP	000000	133.40
				DEPARTMENT 362 MAIN STREET RAMP	TOTAL:	133.40
				FUND 611 MAIN STREET RAMP	TOTAL:	133.40

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 31

PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 701 RUBBLE SITE

DEPARTMENT: 324 RUBBLE SITE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0315	BLACK HILLS DISPOSAL IN	I-15702	701-4324-422	PROFESSIONAL RUBBLE-ELECTRONICS ROLL/TCDUMP	000000	850.00
01-2221	SD DEPT. OF LABOR	I-123115	701-4324-411	SALARIES UNEMPLOYMENT	000000	474.00
DEPARTMENT 324 RUBBLE SITE					TOTAL:	1,324.00
FUND 701 RUBBLE SITE					TOTAL:	1,324.00

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 32

PACKET: 03698 COMBINED - 1/20/16

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-201601074827	722-2190	AMOUNTS HELD SALES TAX FOR DEC. '15	122015	2,236.18
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 2,236.18

				FUND	722 SALES TAX AGENCY	TOTAL: 2,236.18

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 33

PACKET: 03698 COMBINED - 1/20/16

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGNCY

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-011416	723-4000-429	OTHER		
				CITY SLOTS - PYMT 7, YR 1	000000	27,443.18
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	27,443.18
				FUND 723 NICKEL SLOT PAYMENT AGNCY	TOTAL:	27,443.18
					REPORT GRAND TOTAL:	529,349.16



100 South Phillips Avenue
P.O. Box 5186
Sioux Falls, SD 57117-5186

P: 605.335.5180
www.fnbsf.com

FUNDS DUE FOR BOND ISSUE 10934

1/19/16
6A

CITY OF DEADWOOD
ATTN: FINANCE OFFICER
102 SHERMAN
DEADWOOD, SD 57732-1309

\$2,605,000 CITY OF DEADWOOD, SOUTH
DAKOTA PARKING REVENUE REFUNDING
BONDS, SERIES 2011 BI # 10934

INVOICE NUMBER: R11602011862

TRUST ACCOUNT NUMBER:

Debt Service Due: 02/01/2016

Interest Due:	12,605.00
Maturities:	405,000.00
 Total Amount Due:	 417,605.00
 Total Charges:	 417,605.00

We will take this Payment by ACH on 1-29-16

PLEASE DO NOT PAY

To ensure funds are available for payment to your bondholders, please remit the payments as follows:

By check, it should be received at least three(3) business days prior to payment date at the following following

By wire transfer, it should be sent at least one(1) business day prior to payment date using the following instructions:

The First National Bank in Sioux Falls
Attn: Corporate Trust Department
100 S Phillips Ave
Sioux Falls SD 57104-6745

The First National Bank in Sioux Falls
ABA # 091400020
BNF: First Nat'l Bank in SF Trust
Acct # 1093392
Attn: Corporate Trust Department
Ref: Debt Service Payment

If you have any questions, please contact Beth Ulvestad at (800) 553-7073 or (605) 357-7667

Thank You!

1-19-16
6B

Memo

To: Mayor Turbiville and City Commission

From: Mary Jo Nelson

Date: 1-15-2016

Re: Cash Designations

As a necessary step to account for designations in the Annual Financial Report, I am requesting permission to formally establish cash designations for the year ending December 31, 2015. SDCL 9-21-14.1 allows for accumulations of funds for a period longer than one year for capital outlay purposes.

Changes from 2014 to 2015 are as follows::

- Elimination of Business Improvement District 1-6 Designation for Parking. In order to satisfy requirements of the bond covenant, balance of \$185,885.00 was transferred to Parking Ramp Fund.
- General Fund Designated for Fire Truck decreased to \$168,509.00. The difference will be moved to General Fund cash in order to pay for fire truck upon completion in 2016. Truck was bid in February, 2015, in the amount of \$259,001.00.
- Business Improvement District #7 designation for Convention Center has increased by \$15,309.00 as a result of increased revenue from Occupancy Taxes. Agreement with Deadwood Mountain Grand states that 95% of revenue generated from occupancy tax is allocated, with payment in June.
- Trolley Replacement Reserve increased from \$275,000.00 to \$300,000.00 after \$25,000.00. Annually, Historic Preservation Commission budgets \$25,000.00 for trolley replacement.

Please stop by or call me if you have any questions or concerns about the above information.

Resolution 2016-02

A RESOLUTION TO ESTABLISH CASH DESIGNATIONS

Be it resolved by the Deadwood City Commission that the City of Deadwood approved the establishment of cash reserves in the following funds for capital outlay purposes per SDCL 9-21-14.1 as of December 31, 2015:

General Fund Designated for Fire Truck: \$ 168,509.00

Business Improvement District #7 Designated for Convention Center: \$ 326,421.00

Parking and Transportation Designation for Trolley Replacement: \$ 300,000.00

Dated this 19th day of January, 2016.

City of Deadwood

Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

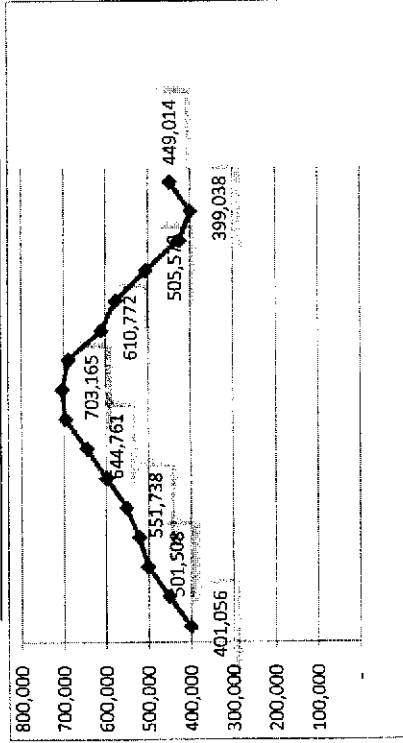
REVENUE COMPARISON
2015 TO 2014

Broadway Parking Structure

Mo.	2015			2014			2014			2015 to 2014			2015 to 2014			
	Actual Transient	Actual Contract	Actual Total	Actual Transient	Actual Contract	Actual Total	2015 to 2014 Increase (Decrease) \$	2015 to 2014 Increase (Decrease) %	2015 to 2014 Transient	2015 to 2014 Increase (Decrease) \$	2015 to 2014 Increase (Decrease) %	2015 to 2014 Contract	2015 to 2014 Increase (Decrease) \$	2015 to 2014 Increase (Decrease) %	Total	
Jan	\$ 13,273.41	\$ 10,950.00	\$ 24,223.41	\$ 10,389.56	\$ 11,350.00	\$ 21,739.56	\$ 2,883.85	11.43%	\$ 2,883.85	\$ (400.00)	16.13%	\$ (400.00)	\$ 2,483.85	16.13%	\$ 2,483.85	11.43%
Feb	\$ 14,975.43	\$ 10,750.00	\$ 25,725.43	\$ 12,452.97	\$ 9,700.00	\$ 22,152.97	\$ 2,522.46	9.65%	\$ 2,522.46	\$ 1,050.00	17.02%	\$ 1,050.00	\$ 3,572.46	17.02%	\$ 3,572.46	17.02%
Mar	\$ 16,509.26	\$ 11,250.00	\$ 27,759.26	\$ 15,366.74	\$ 9,950.00	\$ 25,316.74	\$ 1,142.52	16.93%	\$ 1,142.52	\$ 1,300.00	9.01%	\$ 1,300.00	\$ 2,442.52	9.01%	\$ 2,442.52	9.01%
Apr	\$ 14,651.62	\$ 12,100.00	\$ 26,751.62	\$ 13,111.06	\$ 9,750.00	\$ 22,861.06	\$ 1,540.56	10.06%	\$ 1,540.56	\$ 2,350.00	18.27%	\$ 2,350.00	\$ 3,890.56	18.27%	\$ 3,890.56	18.27%
May	\$ 23,870.92	\$ 11,950.00	\$ 35,820.92	\$ 20,784.08	\$ 9,850.00	\$ 30,634.08	\$ 3,086.84	9.01%	\$ 3,086.84	\$ 2,100.00	12.07%	\$ 2,100.00	\$ 5,186.84	12.07%	\$ 5,186.84	12.07%
June	\$ 37,245.65	\$ 13,050.00	\$ 50,295.65	\$ 34,190.64	\$ 11,950.00	\$ 46,140.64	\$ 3,055.01	10.06%	\$ 3,055.01	\$ 1,100.00	29.85%	\$ 1,100.00	\$ 4,155.01	29.85%	\$ 4,155.01	29.85%
July	\$ 48,138.76	\$ 14,050.00	\$ 62,188.76	\$ 44,052.39	\$ 12,450.00	\$ 56,502.39	\$ 4,086.37	4.57%	\$ 4,086.37	\$ 1,600.00	-7.58%	\$ 1,600.00	\$ 5,686.37	-7.58%	\$ 5,686.37	-7.58%
Aug	\$ 53,779.24	\$ 12,550.00	\$ 66,329.24	\$ 45,983.12	\$ 10,100.00	\$ 56,083.12	\$ 7,796.12		\$ 7,796.12	\$ 2,450.00		\$ 2,450.00	\$ 10,246.12		\$ 10,246.12	
Sept	\$ 33,673.17	\$ 12,350.00	\$ 46,023.17	\$ 28,966.33	\$ 12,100.00	\$ 41,066.33	\$ 4,706.84		\$ 4,706.84	\$ 250.00		\$ 250.00	\$ 4,956.84		\$ 4,956.84	
Oct	\$ 23,495.67	\$ 11,850.00	\$ 35,345.67	\$ 16,070.24	\$ 11,150.00	\$ 27,220.24	\$ 7,425.43		\$ 7,425.43	\$ 700.00		\$ 700.00	\$ 8,125.43		\$ 8,125.43	
Nov	\$ 14,343.82	\$ 11,200.00	\$ 25,543.82	\$ 13,227.49	\$ 11,200.00	\$ 24,427.49	\$ 1,116.33		\$ 1,116.33	\$ -		\$ -	\$ 1,116.33		\$ 1,116.33	
Dec	\$ 12,007.83	\$ 11,000.00	\$ 23,007.83	\$ 12,943.73	\$ 11,950.00	\$ 24,893.73	\$ (935.90)		\$ (935.90)	\$ (950.00)		\$ (950.00)	\$ (1,885.90)		\$ (1,885.90)	
TOTAL	\$ 305,964.78	\$ 143,050.00	\$ 449,014.78	\$ 267,538.35	\$ 131,500.00	\$ 399,038.35	\$ 38,426.43		\$ 38,426.43	\$ 11,550.00		\$ 11,550.00	\$ 49,976.43		\$ 49,976.43	

Annual Increase
12%

BROADWAY REVENUE FROM 2000-2015



Principal of and interest on the Series 2011 Bonds are payable primarily from the Net Revenues derived by the City from the operation of the Facility, which Net Revenues have been pledged and appropriated to the Revenue Bond Account in the Broadway Parking Fund (the "Fund"), and such pledge and appropriation constitutes a first and prior lien on such Net Revenues and the Fund and accounts established therein (the "Accounts"), including the investments thereof, if any, which lien is on a parity with that granted to secure any Additional Bonds hereafter issued.

The Series 2011 Bonds are not an obligation of the State of South Dakota or any political subdivision thereof other than the City. Neither the full faith and credit nor the taxing power of the City is pledged as security for the Series 2011 Bonds. The Series 2011 Bonds do not constitute general obligations of the City or of any other entity or body, municipal, state or otherwise.

Reserve Requirement

The Ordinance provides for the establishment of a Reserve Account for the Bonds. The reserve requirement (the "Reserve Requirement") for the Series 2011 Bonds is equal to the least of (i) 10% of the proceeds of, (ii) 125% of the average annual debt service on or (iii) maximum debt service due in any future calendar year on the Series 2011 Bonds. The City will deposit into the Reserve Account, from moneys on hand in the reserve account for the Refunded Bonds, an amount equal to the Reserve Requirement.

Upon the issuance of any Additional Bonds under the Ordinance, the Reserve Requirement will increase to an amount equal to the least of (i) ten percent of the proceeds of all Bonds outstanding, or (ii) the maximum annual debt service on all Bonds outstanding under the Ordinance or (iii) 125% of the average annual debt service on the Bonds. The City is required to fund the increased Reserve Requirement on the date of issuance of such Additional Bonds.

Rate Covenant

The City covenants in the Ordinance that it will maintain, revise, charge and collect rates and other charges for all service furnished and made available by the Facility, such that the Revenues will be sufficient, when combined with other available funds, to pay when due all Operating Expenses, as hereinafter defined, and all principal of and the interest on the Bonds, to provide for the establishment and maintenance of adequate reserves therefore and to provide an allowance adequate for recurring renewals and replacements of the Facility, and to fulfill the terms of all other agreements with holders of the Bonds. Such rates and charges shall at all times be sufficient to produce Net Revenues for each fiscal year at least equal to (i) 100% of the principal of and interest on the Bonds coming due in such fiscal year and (ii) together with the balance in the Surplus Account carried over from the preceding fiscal year, 115% of the principal of and interest on the Bonds coming due in such fiscal year.

Operation of the Broadway Parking Fund and the Accounts

Pursuant to the Ordinance, the Broadway Parking Fund (the "Fund") is established, to be maintained as a separate and special bookkeeping account until the Series 2011 Bonds and any Additional Bonds have been fully paid or discharged. Within the Fund, the following Accounts are established, to be held by the City: (1) Operating Account; (2) Revenue Bond Account and (3) Reserve Account.

All proceeds of the Bonds and all other funds received or appropriated for purposes of the Facility are appropriated to the Fund. All Revenues derived from the operation of the Facility are irrevocably pledged and appropriated under the Ordinance and shall be credited to the Fund as received. The City shall impose parking rates, fees and charges for the use of the Facility and shall aggregate the Revenues derived from such parking rates, fees and charges of the Facility, together with the Operating Expenses of the Facility as provided in the Ordinance. Except as expressly stated in the Ordinance, pledges, appropriations, covenants and agreements of the City and the Accounts established within the Fund by the Ordinance apply only to the Facility, its operations, revenues and expenses. Such Revenues shall include all gross income and receipts from parking rates, fees, charges and rentals imposed for the availability, benefit and use of the Facility as now constituted and of all replacements thereof and additions thereto, and from penalties and interest thereon, and from any sales of property acquired for the Facility and all income received from the investment of such gross revenues. The Fund shall be subdivided into separate accounts as designated and described above, to segregate income and expenses received, paid and accrued for the respective purposes described in those sections. The Revenues received in the Fund shall be apportioned monthly or as soon as possible after the first day of each month.

For Revenue Bond
Document / Covenant

MONTHLY SUMMARY AND
COMPARISON

1/14/2016

Bid Billing	# days In Month	Total Rooms at 100% Occupancy	Total Rooms Occupied for Month	# Rooms Pd Tax	# Rooms Comp No Tax	Occupancy Rate-all rooms occup	Occupancy Rate-Occup. w/Tax Pd	Revenue From Tax	\$ Change From Same Month Prior Yr	Committed to DMG	DUE TO TENTEXKOTA
2014											
December Pd in January	31	46,097	13,395	11,185	2,210	29.06%	24.26%	\$ 22,370.00	\$ (986.00)		
January Pd in February	31	46,097	15,546	13,967	1,579	33.72%	30.30%	\$ 27,934.00	\$ 4,122.00		
February Pd in March	28	41,636	17,124	15,421	1,703	41.13%	37.04%	\$ 30,842.00	\$ 792.00		
March Pd in April	31	46,097	19,062	17,130	1,922	41.33%	37.16%	\$ 34,260.00	\$ (580.00)		
April Pd in May	30	44,610	17,801	16,013	1,788	39.90%	35.90%	\$ 32,026.00	\$ 3,964.00		
May Pd in June	31	46,097	23,335	21,487	1,848	50.62%	46.61%	\$ 42,974.00	\$ 1,840.00		
June Pd in July	30	44,610	32,700	30,913	1,787	73.30%	69.30%	\$ 61,828.00	\$ 4,054.00		
July Pd in August	31	47,399	36,425	34,564	1,861	76.85%	72.92%	\$ 69,128.00	\$ 5,558.00		
August Pd in September	31	47,399	37,029	35,236	1,793	78.12%	74.34%	\$ 70,472.00	\$ 5,088.00		
September Pd in October	30	45,810	30,654	28,821	1,833	66.92%	62.91%	\$ 57,642.00	\$ 36.00		
October Pd in November	31	47,275	24,073	21,706	2,367	50.92%	45.91%	\$ 43,412.00	\$ 9,302.00		
November Pd in December	30	45,750	14,377	12,503	1,874	31.43%	27.33%	\$ 25,006.00	\$ 2,068.00		
TOTAL YTD 2014		548,877	281,511	258,946	22,565	47.00%	47.00%	517,892.00	35,288.00		
2015											
December Pd in January	31	47,275	15,141	13,142	1,999	32.03%	27.80%	\$ 26,284.00	\$ 3,914.00		
January Pd in February	31	47,275	19,046	17,029	2,017	40.29%	36.02%	\$ 34,058.00	\$ 6,124.00		
February Pd in March	28	42,700	17,749	16,194	1,555	41.57%	37.93%	\$ 32,388.00	\$ 1,546.00		
March Pd in April	31	47,275	19,781	17,947	1,834	41.84%	37.96%	\$ 35,894.00	\$ 1,634.00		
April Pd in May	30	45,750	18,726	17,013	1,713	40.93%	37.19%	\$ 34,026.00	\$ 2,000.00		
May Pd in June	31	47,275	26,106	23,850	2,256	55.22%	50.45%	\$ 47,700.00	\$ 4,726.00		
June Pd in July	30	45,750	34,673	32,868	1,805	75.79%	71.84%	\$ 65,736.00	\$ 3,910.00	\$ 62,449.20	
July Pd in August	31	47,275	38,220	36,141	2,079	80.85%	76.45%	\$ 72,282.00	\$ 3,154.00	\$ 68,667.90	
August Pd in September	31	47,275	36,722	34,870	1,852	77.68%	73.78%	\$ 69,740.00	\$ (732.00)	\$ 66,253.00	
September Pd in October	30	45,750	33,364	31,345	2,019	72.93%	68.51%	\$ 62,690.00	\$ 5,048.00	\$ 59,555.50	
October Pd in November	31	47,275	26,016	24,031	1,985	55.03%	50.83%	\$ 48,062.00	\$ 4,650.00	\$ 45,658.90	
November Pd in December	30	45,750	14,449	12,546	1,903	31.58%	27.42%	\$ 25,092.00	\$ 86.00	\$ 23,837.40	
TOTAL YTD 2015		556,625	289,993	276,978	23,017	53.81%	49.68%	553,952.00	\$ 36,060.00	\$ 326,421.90	
			2015 AVG OCCUPANCY		RATE YTD						

1-19-16
6C

RESOLUTION 2016-03

**A RESOLUTION TO MAKE THE FOLLOWING INTERFUND CASH
TRANSFERS FOR THE YEAR 2015**

Be it resolved by the Deadwood City Commission that the following interfund cash transfers be approved for the year 2015.

From Historic Preservation (Fund 0215) to Trolley Department (Fund 0610) \$25,000.00 for trolley reserve and \$92,000.00 for support of trolley operational expenses. From Historic Preservation (Fund 0215) to General Fund (Fund 0101) for impact funds \$1,322,356.00. From Historic Preservation (Fund 0215) to Water Fund (Fund 0602) for impact funds \$160,814.00. From Historic Preservation Fund (0215) to St. Ambrose Capital Projects Fund (Fund 0544) for construction project \$400,000.00.

From General Fund (0101) to Rubble Site Fund (0701) \$5,000.00 for Deadwood's share of operational expenses at the site per agreement. From General Fund (Fund 0101) to Library Fund (Fund 0206) \$41,002.00 in support of operational expenses.

From Bed and Booze Fund (Fund 0209) to General Fund (Fund 0101) \$35,000.00 for partial reimbursement of utility costs. From Bed and Booze Fund (0209) to Parking and Transportation Fund (Fund 0610) \$52,000.00 in support of operational expenses resulting in cash shortfall.

From BID 1-6 (Fund 0213) to Parking Ramp Fund (0611) \$185,885.00 to meet bond coverage requirements.

Dated this 19th day of January, 2016.

CITY OF DEADWOOD

BY: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

**Dakota State University**

Office of Grants and Contracts
820 N. Washington Ave.
Madison, SD 57042
Phone: 605-256-5733 Fax: 605-256-5197

Invoice Number: CETUP*16-021-19-16
6F**INVOICE****Customer Information**

Name: City of Deadwood
Attn: Mary Jo Nelson
Address: maryjo.nelson@cityofdeadwood.com
City: Deadwood State: SD Zip:
Phone:

Date: 1/12/2016PO Number:

Qty	Description	Unit Price	Total
1	CETUP*16 support for Summer 2016	\$ 5,000.00	\$ 5,000.00
Please send copy of invoice with payment			

Please Remit To:
Dakota State University
Attn: Sara Hare
820 N. Washington Ave.
Madison, SD 57042

Subtotal	\$ 5,000.00
Shipping	\$ -
Tax	\$ -
Total	\$ 5,000.00

Your Prompt Attention is Appreciated

Mary Jo Nelson

From: Renae Servaty <rservaty@nhcasa.org>
Sent: Wednesday, January 06, 2016 2:55 PM
To: Mary Jo Nelson
Subject: CASA Funds request

Hello Mary Jo-

I am writing to request payment of \$5,000 for the Northern Hills Area CASA Program. We are grateful for the continued support of the CASA program. Please let me know if you need a mailed copy of the request. A certified audit and financial statement will be provided when it is completed. You should have received the 2014 audit. 2015 will be completed in June.

Thank you!

Renae Servaty
Development Associate
Northern Hills Area CASA Program
741 North 5th Street
Spearfish, SD 57783
Phone: (605) 722-4558
Fax: (605) 722-4559
www.nhcasa.org

Please use my new email rservaty@nhcasa.org



Follow us on facebook!

This message may contain confidential and/ or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

Boys & Girls Clubs of the Black Hills
PO Box 677
Hill City, SD 57745
www.BGCBlackHills.org

GREAT FUTURES START HERE.

Name & Address

City of Deadwood
102 Sherman St
Deadwood, SD 57732

Date

Receipt #

1/4/2016

Date	Description	Amount
1/4/2016	FY 2016 - City Support	5,000.00

Total \$5,000.00

Payments/Credits \$0.00

Balance Due \$5,000.00

Our Mission: To enable all young people, especially those who need us most, to realize their full potential as productive, responsible, caring citizens.

Phone #

605.574.2010

Fax:

605.574.2264

1-19-16
6J

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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this 4th day of January, 2016, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," and Kanti and Sulabha Patel, hereinafter referred to as "GRANTORS."

Grantors, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantors for the purpose of constructing a retaining wall and surface work for the Whitewood Creek Trail, and to store construction equipment, upon, and across that certain piece of real estate hereinafter described, together with the right to cut, trim, remove or control by other means from said easement any brush, trees, stumps, roots or other vegetation where necessary to secure a clearance of at least twenty (20) feet in width as shown on Exhibit A, attached hereto.

The real estate subject to the temporary construction easement is specifically described and/or depicted as follows:

Tract F of MS283, City of Deadwood, as described on plat recorded as drawing number 85-3590 in the office of the Register of Deeds, Lawrence County, South Dakota

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence county Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantors as necessary to access the western boundary of the property; and the right to use so much of the adjoining premises of Grantors during construction of a retaining wall and surface work for the Whitewood Creek Trail and storage of construction equipment as may be required to permit the operation of construction machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantor's property to its original condition or better, as of the date of this document.


It is the intention of the parties hereto that Grantors are hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction of the retaining wall and trail surface, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

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

The right, privilege, and easement granted by this Temporary Construction Easement will expire upon completion and inspection of construction, and the performance of the City of Deadwood as set out in this instrument.

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

GRANTORS
LANDOWNERS:


Kanti Patel


Sulabha Patel

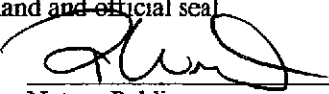
STATE OF FL)
COUNTY OF Manatee) ss

ACKNOWLEDGMENT

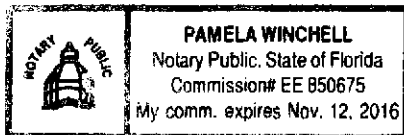
On this, the 4th day of Jan, 2016, before me, the undersigned officer, personally appeared Kanti Patel who acknowledged that he/she is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.

IN WITNESS WHEREOF I hereunto set my hand and official seal

(SEAL)


Notary Public

My commission expires: 11.12.16



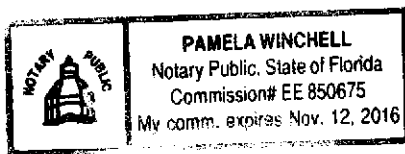
STATE OF FL)
COUNTY OF manatee)ss

ACKNOWLEDGMENT

On this, the 4 day of Jan, 2016 before me, the undersigned officer, personally appeared Sulabha Patel who acknowledged that he/she is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.

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

(SEAL)



[Signature]
Notary Public
My commission expires: 11.12.16

GRANTEE
CITY OF DEADWOOD:

By: _____
Charles Turbiville
Its: Mayor

STATE OF SOUTH DAKOTA)
COUNTY OF LAWRENCE)ss

ACKNOWLEDGMENT

On this, the ____ day of _____, 201_, before me, the undersigned officer, personally appeared Charles Turbiville who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public
My commission expires: _____

ACRES: 1.64
E911_ADD: 18 DUNLOP AVE
LEGAL: M.S. 283 TRACT F (INCLUDES LOTS 1-5 BLK F)
OWNER: PATEL, KANTI R & SULABHA K
PARCEL_ID: 30900-00283-000-26
PLAT: 1985-3590



1-19-16
6K

LAND USE LEASE AGREEMENT

This lease agreement is made and entered into by and between the CITY OF DEADWOOD, a governable subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota (hereinafter referred to as "CITY") and BAREFOOT RESORTS with a record address of 21111 Barefoot Loop, Lead, South Dakota 57754 (hereinafter referred to as "BAREFOOT").

CITY and BAREFOOT agree that BAREFOOT shall rent billboard space on CITY property under the following terms and conditions:

1. The term of this lease shall be twelve (12) months and shall begin on January 1, 2016 and end on December 31, 2016. This lease shall be for the current billboard located on land described as follows:

M.S. 774, Uncle Tom Lode, Lawrence County, South Dakota,

otherwise known as "Terry Peak turnoff" owned by CITY. CITY agrees no further leases will be granted on this land except the existing signage for Mystic Miner Ski Resort, Terry Peak Lodge and Barefoot Resort. BAREFOOT agrees to pay to CITY as rent the sum of Fifty-Five Dollars (\$55.00) per month due and payable on or before the 1st day of January, 2016 and on the first day of each month thereafter through December, 2016.

2. The parties acknowledge the rent to be paid for this lease is a rental amount for the period referenced above, and that BAREFOOT is obligating itself to pay these fees per month for such periods without regard to whether or not BAREFOOT maintains such signage. However, the parties acknowledge this lease may be terminated pursuant to paragraph six (6) below.

All rent shall be paid and received by the City Finance Officer on the due date or BAREFOOT shall be assessed a late charge often percent (10%) of the unpaid and outstanding rent. If the rent payment is more than ten (10) days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to BAREFOOT. BAREFOOT agrees it is entitled to no further notice under this section.

3. BAREFOOT agrees to abide by all rules and regulations established by CITY for the space. This lease shall not be assigned, sublet, or transferred to any other property, without the written consent of CITY.

4. BAREFOOT agrees it is merely space to place a billboard and that such rent does not include protection of the billboard. BAREFOOT acknowledges and agrees that it is taking the same risks of the billboard being stolen or damaged that it would take if it placed the billboard on its own property. BAREFOOT further agrees if anyone steals or damages its billboard, BAREFOOT will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to BAREFOOT'S billboard, while placed on its land. BAREFOOT agrees that no bailment is created under this lease agreement, and it shall use CITY property at its own risk and responsibility.

5. BAREFOOT shall assume risks incident to the use of the premises and shall indemnify CITY against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by BAREFOOT, and against any loss, damage or expense resulting from injury to BAREFOOT.

6. Either BAREFOOT or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the proposed termination date.

Dated this 19th day of January, 2016.

CITY OF DEADWOOD:

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
Finance Officer

Dated this ____ day of January, 2016.

BAREFOOT RESORT ASSOCIATION, INC.

Mike Ryan
General Manager



1-19-16
km

MEMORANDUM

Date: January 14, 2016
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 2016 ESRI GIS Software Maintenance Schedule

The maintenance for the ESRI GIS software is due for 2016 (attached). The maintenance agreement runs from April 5, 2016 through April 4, 2017. This is the annual fee and provides upgrades, maintenance and technical support for the software. This office works closely with the Lawrence County's office of equalization with regards to the geographic information services and mapping.

Below is a breakdown of the City Departments and users of GIS. The maintenance fees for each department are the responsibilities of that department per the budgeting process. The Fire Department contracts directly with ESRI for their GIS maintenance and upgrades.

Historic Preservation

Server	ArcGIS for Desktop Advanced (formerly ArcInfo)	\$3,000.00
Concurrent	Historic Preservation Officer	\$500.00
Concurrent	Archivist	\$500.00
Arc3-D	Analyst	\$500.00
Server	ArcGIS Server Enterprise	\$3,000.00
Server	ArcGIS IMS (Internet Mapping)	\$2,000.00
Subtotal		\$9,500.00

Public Works

Concurrent	Public Works Station	\$700.00
Single	Building Inspector	\$400.00
Concurrent	ArcGIS Network Analyst	\$500.00
Subtotal		\$1,600.00

Planning & Zoning

Single	Zoning Administrator	\$400.00
Concurrent	Administrative Assistant	\$500.00
Subtotal		\$900.00

GIS Maintenance Total **\$12,000.00**

Recommended Motion: *Approve GIS Maintenance package for 2016 at a cost of \$12,000.00 from various budgeted line items within the respective departments.*

BROADWAY PARKING STRUCTURE LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY" and NMD Venture, LLC, with a record address of 681 Main, Deadwood, SD 57732, hereinafter referred to as "NMD".

CITY and NMD agree that NMD shall rent a total of twelve (12) spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles in the Broadway Parking Structure for various time frames, as forth within the following terms and conditions:

I.

The term of this lease shall be twelve (12) months. Commencing January 1, 2016, through December 31, 2016. The parties acknowledge and agree NMD, its employees, representatives and invitees may use the parking spaces twenty-four hours per day, seven (7) days per week.

II.

In accordance with the rates established by CITY for the Broadway Parking Structure, NMD agrees to pay to CITY as rent the sum of One Hundred Dollars (\$100.00) for each parking space, plus six percent (6%) sales tax, for a total of One Thousand Two Hundred and Seventy-two Dollars (\$1272.00) per month. The rental amount set forth in this paragraph shall be due and payable on or before the 1st day of January 2016, and on the first day of each month following through December, 2016.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a twelve (12) month period, and that NMD is obligating itself to pay these parking fees per space per month for the twelve (12) months without regard to whether or not NMD uses said space or spaces. However, the parties acknowledge that this lease may be terminated early pursuant to paragraph VI, below.

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of ten percent (10%) of the unpaid and outstanding rent. If the rent payment is more than ten (10) days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the spaces or spaces without notice to renter. In addition, if the rent payment is more than ten (10) days overdue, CITY shall cause access cards to be turned off so that NMD shall not have access to the parking spaces referenced above, until such time as the account is made current. NMD agrees it is entitled to no further notice under this section.

III.

NMD, in addition to these rented spaces, validates parking of customers in the Broadway Parking Structure via City validation machine #6. Such validations are submitted to CITY and CITY invoices such to GDL by the 10th of every month. Should these invoices not be paid in full by the end of the same month invoiced by CITY, CITY shall not honor such validations in the following month until such time as the account is made current. GDL agrees it is entitled to no further notice under this section.

IV.

NMD and CITY agree that NMD shall not be assigned specific spaces by CITY in the Broadway Parking Structure, other than the handicapped spaces assigned at this time, pursuant to this agreement, but that such spaces will be available at all times described above for use by NMD. NMD agrees to abide by all rules and regulations established by CITY for the Broadway Parking Structure. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

V.

NMD agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. NMD acknowledges and agrees that it is taking the same risks of the vehicle being stolen or damaged that it would take if it parks on any street. NMD further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that NMD will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to NMD'S vehicles or its contents while parking in the Broadway

Parking Structure. NMD agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the Broadway Parking Structure at its own risk and responsibility.

VI.

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

VII.

Either NMD or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the proposed termination date.

Dated this 19th day of January, 2016.

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
Finance Officer

Dated this _____ day of January, 2016.

NMD Venture, LLC

By: Mike Trucano, Member

State of South Dakota)
) SS
County of _____)

On this _____ day of January, 2016, before me, the undersigned officer, personally appeared Mike Trucano, who acknowledged himself to be the Manger of NMD Venture, LLC a South Dakota limited liability company, and that such Manger, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation himself as Managing Member.

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

(SEAL)

Notary Public

My Commission Expires: _____

BROADWAY PARKING STRUCTURE LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY" and GOLD DUST LODGING, LLC, with a record address of 22 Lee Street, Deadwood, SD 57732, hereinafter referred to as "GDL".

CITY and GDL agree that GDL shall rent one hundred twenty (120) spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles in the Broadway Parking Structure, under the following terms and conditions:

I.

The term of this lease shall be twelve (12) months. Commencing January 1, 2016, through December 31, 2016. The parties acknowledge and agree GDL, its employees, representatives and invitees may use the parking spaces twenty-four hours, seven (7) days per week.

II.

In accordance with the rates established by CITY for the Broadway Parking Structure, GDL agrees to pay to CITY as rent the sum of Sixty Dollars (\$60.00) for each parking space, for a total of Seven Thousand Two Hundred (\$7,200.00) per month. The rental amount set forth in this paragraph shall be due and payable on or before the 1st day of January 2016, and on the first day of each month following through December, 2016.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a twelve (12) month period, and that GDL is obligating itself to pay these parking fees per space per month for the twelve (12) months without regard to whether or not GDL uses said space or spaces. However, the parties acknowledge that this lease may be terminated early pursuant to paragraph VI, below.

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of ten percent (10%) of the unpaid and outstanding rent. If the rent payment is more than ten (10) days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the spaces or spaces without notice to renter. In addition, if the rent payment is more than ten (10) days overdue, CITY shall cause access cards to be turned off so that GDL shall not have access to the one hundred twenty (120), until such time as the account is made current. GDL agrees it is entitled to no further notice under this section.

III.

GDL, in addition to these rented spaces, validates parking of customers in the Broadway Parking Structure via City validation machine #2. Such validations are submitted to CITY and CITY invoices such to GDL by the 10th of every month. Should these invoices not be paid in full by the end of the same month invoiced by CITY, CITY shall not honor such validations in the following month until such time as the account is made current. GDL agrees it is entitled to no further notice under this section.

IV.

GDL and CITY agree the GDL shall not be assigned specific spaces by CITY in the Broadway Parking Structure, other than the handicapped spaces assigned at this time, pursuant to this agreement, but that such spaces will be available at all time described above for use by GDL. GDL agrees to abide by all rules and regulations established by CITY for the Broadway Parking Structure. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

V.

GDL agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. GDL acknowledges and agrees that it is taking the same risks of the vehicle being stolen or damages that it would take if it parks on any street. GDL further agrees that if anyone steals or damages its vehicle or anything in its vehicles, the GDL will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expresses or implied, to protect against loss or damage to GDL'S vehicles or its contents while parking in the Broadway Parking Structure. GDL agrees that no bailment is created for its vehicle or the contents under

this Lease Agreement, and that it shall use the Broadway Parking Structure at its own risk and responsibility.

VI.

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

VII.

Either GDL or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the proposed termination date.

Dated this 19th day of January, 2016.

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
Finance Officer

1-19-16
8A

NOTICE OF PUBLIC HEARING
APPLICATION FOR
RETAIL (ON-OFF SALE) WINE 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 January 19, 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) Wine:

Lynnette Milos dba MS Mail, LLC at 140 Sherman Street, Lot 21, Block 40, Original Town of Deadwood, Lawrence County, South Dakota.

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 4th day of January, 2016.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer – January 7, 2016

For any public notice that is published one time:

Published once at the total approximate cost of _____.

1-19-16
10A

ORDINANCE NUMBER 1242

TO AMEND CHAPTER 15.32 SIGNS

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER 15.32 AS FOLLOWS:

15.32.130 Disallowed signs.

The following signs are disallowed:

1. Structurally unsafe signs shall not be allowed.
2. Signs that obscure the vision of motorists shall not be allowed.
3. Signs that obscure necessary traffic signs and warning signs shall not be allowed.
4. Plastic signs shall not be allowed within the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)), unless the historical evidence for the location of the sign indicates that plastic is appropriate, pursuant to specific findings as set forth in section 15.32.210. Otherwise, plastic signs may be permitted pursuant to section 15.32.150.
5. Off-premises advertising signs shall not be allowed, with the exception of billboards constructed outside the historic district as established by Ordinance No. 777 prior to January 1, 1992, which shall be permitted to remain. As an alternative to removal of billboards located within the historic district erected prior to January 1, 1992, such signs may be modified to comply with standards established by the sign review commission. Additionally, temporary directional signs which might otherwise be considered off-premises advertising signs may be allowed so long as a permit is obtained pursuant to this chapter, subject to the following limitations:
 - a. no such signs within the historic district as established by Ordinance No. 777;
 - b. outside the historic district as established by Ordinance No. 777, but within the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)), so long as such sign is no larger than five (5) square feet and placement of such sign is limited to ninety (90) days; and
 - c. outside the Landmark District so long as such sign is no larger than twelve (12) square feet and placement of such sign is limited to one hundred eighty (180) days.
6. Signs shall not be allowed that have visible moving, revolving, or rotating parts or visible mechanical movements of any description or other apparent visible movement achieved by electrical, electronic or mechanical means, or are designed to move upon being subject to wind

or breeze; nor shall any sign have an optical illusion of movement by means of a design that presents an illusion of motion or changing of copy. Traditional barber poles and clocks shall not be subject to this requirement; however, such devices shall be included in determining the allowable sign area for a building or use.

7. No sign shall have lights or illumination that flashes, moves, rotates, scintillates, blinks, flickers, varies intensity of color or uses intermittent electrical or electronic pulsation; nor shall strings of light bulbs be used in connection with commercial premises for commercial purposes other than traditional holiday decorations.

8. Within the local historic district as established by Ordinance No. 777 and any amendment thereto, no internally illuminated signs shall be allowed. Outside the local historic district, opaque letters or designs set out from a building or sign face and lit by soft white illumination from behind the letters may be allowed on new construction within the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)). However, no other type of internally illuminated signs shall be allowed within the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)), outside of the local historic district as established by Ordinance No. 777 and any amendment thereto. All types of internally illuminated signs may be allowed outside of the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)).

9. Signs shall not be so illuminated by direct illumination such that light spills over onto adjacent properties.

10. Beacons and search lights shall not be allowed.

11. Continuous strings of pennants, flags, fringe or other similar decorations shall not be allowed. Such decorations may, however, be provided in association with the Fourth of July or other such state and local holidays as may be designated by the sign commission on request, and may not be put in place prior to ten (10) days nor remain in place after ten (10) days from the holiday. In particular, the flag of the United States of America represents a living country and is itself considered a living thing. No disrespect should be shown to the flag of the United States of America, which includes being used solely for advertising purposes. The flag of the United States of America shall not be placed to call attention to, decorate, mark, or distinguish the building on which it is placed. One flag of the United States of America is considered patriotic, while a string of flags of the United States of America is considered advertising and disrespectful, unless displayed according to the Fourth of July exception noted above, or pursuant to section 15.32.140(A)(14), below. Please also see United States Code, Title 4, Chapter 1 for a full explanation of the Flag Code.

12. No signs shall incorporate projected images, any sound that is intended to attract attention, or involve the use of live animals, fish or fowl.

13. No signs shall in any way obstruct the view of, be confused with or purport to be, an official traffic sign, signal or device or any other official sign.

14. No sign shall use any words, phrases, symbols or characters implying the existence of danger, or the need for stopping or maneuvering of motor vehicles or create in any other way an unsafe distraction of motor vehicle operators.

15. No signs shall obstruct the view of motor vehicle operators entering a public roadway from any parking area, service drive or private driveway, alley or other thoroughfare.

16. No sign shall obstruct free ingress to or egress from required door, window, fire escape or other required exit.

17. No sign shall remain beyond thirty (30) days after the activity, product, business, service or other use that is being advertised has ceased or vacated the premises. This provision shall not apply to signs that are physically designated as landmarks, or to permanent signs to businesses that are open only on a seasonal basis, providing that there is clear intent to continue operation of the business.

18. Roof signs shall not be allowed.

19. Parked vehicles, including but not limited to automobiles, trucks, buses semitrailers, (attached or detached) trailers, mobile homes, boats, vans, etc., shall not be used as signs or sign structures. They shall not be placed where visible from a public right-of-way.

20. Any exterior, portable, freestanding or unattached signs, such as, but not limited to, a sidewalk sign or sandwich board sign shall not be allowed unless placed a minimum of three feet from the public right-of-way or if granted a variance by the sign commission.

21. Murals or supergraphics shall not be allowed.

22. Signs exhibiting phosphorescent or reflective paint shall not be allowed.

23. Signs exhibiting the word "casino" shall not be allowed.

24. Wind signs shall not be allowed.

25. Neon shall not be used to frame any window above the first story. Where used in the first story, the light tube must be shielded from exterior view.

26. Banners are generally not allowed. However, when used in connection with a special or civic event are allowed with a permit, available through the city, at a rate of sixty dollars (~~\$60.00~~) at a rate related to fees listed in the city fee schedule, which is set and amended by resolution per business, per banner, per calendar year - multiple banners may be included in one application, however each banner in such application is subject to the fee; provided the event is sponsored by a not-for-profit organization or a governmental agency. Special events shall be designated by the city commission. The permit fee may be waived for a nonprofit organization, provided it obtains a permit from the city. All such banners and signs shall be allowed to be

placed no sooner than seventy-two (72) hours prior to the beginning of the event and removed within forty-eight (48) hours after the termination of the event. All banners displayed under this clause must explicitly and clearly promote the special or civic event or include the promotion of Historic Deadwood by including the following language, "Welcome to Historic Deadwood." A permit must be obtained and issued by the zoning administrator and the building inspector. The banners must be approved by the zoning administrator and the building inspector.

Banners hung pursuant to this section must primarily and principally specify the special or civic event, OR with the text "Welcome to Historic Deadwood" primarily and principally displayed. The banner must be made of water-resistant materials and placed on a building facade during the promoted special or civic event in compliance with the existing sign ordinance. It may not exceed ninety-six (96) square feet in area. No variances to this size limit may be approved by the planning and zoning commission. It shall be a single-piece sign with no attachments or additions, including but not limited to, the addition of any handwritten letters or symbols. Only one (1) banner may be placed on any one (1) side of a building or facade. Banners may be placed on temporary structures, including but not limited to, stages or fences that are constructed for special or civic events. An applicant who wishes to appeal the decision of the zoning administrator and the building inspector may appeal to the planning and zoning commission as provided by statute.

Dated this 19th day of January, 2015

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

First Reading:	January 4, 2016
Second Reading:	January 19, 2016
Published:	January 22, 2016
Adopted:	February 11, 2016



1/19/14
10B

PROPOSAL

DEADWOOD POLICE DEPARTMENT

BASIC 16 Body Camera System

System includes:

- (16) HD Police Body Worn Cameras, including 2 batteries per camera, with 64GB Camera Storage, 140 Degree Remote Wide Angle Lens and Remote Mini Camera
- Docking Stations Included
- (1) Uninterruptable Power Source
- (1) Dell XPS 8700 (black) Desktop Computer with 8GB RAM, Powered by i7 Processor and 1TB Storage
- (1) Color Monitor with HDMI Direct Connection to Camera
- (1) Western Digital EX4100 Business Series Dual Core 4 Bay Hard Drive Processor Loaded with 4, 5TB Red HD, for Back up, Overall Storage 20TB
- (1) Set of Audio Speakers
- All necessary cables for the "Stand-Alone" System

\$20,736.00

- Redaction Software (purchase - \$600.00)

600.00

TOTAL

\$21,336.00

Note: Shipping and installation costs are waived. Taxes are applicable if not exempt. Should you have any questions or concerns, representatives from our company will be readily available to discuss additional options which may be beneficial to your department.

DEADWOOD

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

1-19-16
10C
ROBERT NELSON, SR.
Safety Director
Telephone: 605-578-2622
bobnr@cityofdeadwood.com

Memorandum

Date: December 31, 2015
To: Deadwood City Commission
From: Robert Nelson, Sr., Safety Director
Re: The Benefits of High Visibility Clothing

Modern businesses have to put the safety of their employees at the very top of their priority list. Everyone has a right to go to work, feel that they are safe and that their health is not compromised. In many industries, a big part of that feeling of safety can come from high visibility work wear.

High visibility workwear is essential to ensure that people are clearly differentiated from their environment. Whether it is a building site, roadside work, City, or County employees, good high visibility clothing can make the difference to the safe working of your employees.

It was not too long ago that high visibility clothing consisted of only heavy jackets and helmets. Many staff found it difficult, particularly in warm weather, to wear the heavy jackets. Modern fabrics have made it possible for almost any garment to be highly visible. From t-shirts to trousers, from fleeces to baseball caps, there is a huge choice of high visibility clothing to suit every business, condition and weather. You can also supply high visibility bags that will allow your employees to carry equipment that will further aid their visibility to their colleagues and other people.

If you supply your employees with the high visibility clothing they need, you will receive both obvious and subtle benefits. The obvious advantage is that you will know that you are meeting your statutory obligations, and that the garments and equipment supplied will meet the standards you require. If you give your staff an allowance to buy the clothes themselves, you may not receive the consistency and quality you require. Simply adding a printed or embroidered logo to the clothing you supply might bring you subtler benefits. Your staff will immediately feel part of a team, engaged with your company and with a sense that they work for a company that genuinely cares about their health and well-being. These feelings will help your staff to perform to their potential and engender a sense of loyalty to your company that can be invaluable.

Date: December 21, 2015
Re: The Benefits of High Visibility Clothing
Pg.: 2 of 2

For any company whose employees are legally obliged to wear high visibility clothing, there are clear advantages to supplying the clothing from your chosen workwear supplier. You will ensure consistency of look and quality, you will reassure your employees of your commitment to their safety and you will inspire a sense of belonging, making the staff feel part of the company.

The current Safety allowance is \$200 a year per Employee with very few restrictions and is taxable under IRS regulations.

My proposal would be for the City of Deadwood to purchase the first set of High Visibility work wear for the public works Dept. each full time employee 6 short sleeve T-shirts, 6 long sleeve T-shirts, 1 Hoodie ,and 1Jacket all High Visibility with City of Deadwood logo. For each summer help 6 short sleeve T-shirts, 2 long sleeve T-shirts, and 1 Hoodie all High Visibility with City of Deadwood logo. All City of Deadwood logo wear is not taxable under IRS regulations.

I would ask your permission to do more research on cost and to find a local vender. Preliminary estimate not exceed \$6000.00 to come from supplementing Streets, parks and water Departments 2016 Budget .

RESOLUTION 2016 -03

1-19-16

10D

RESOLUTION TO SURPLUS CITY OWNED REAL ESTATE

WHEREAS, the Deadwood City Commission has determined that the property known as Deadwood Pavilion at 767 Main Street, Deadwood, South Dakota is no longer necessary, useful or suitable for the purpose for which it was acquired by the City of Deadwood and the same constitutes surplus property; now therefore,

BE IT RESOLVED, by the City of Deadwood the following described real property located in Deadwood, Lawrence County, South Dakota,

Lot A of Block 24 and 27-foot public access and utility easement. Original townsite of Deadwood as recorded in Plat Document 2013-416, Lawrence County, South Dakota.

Be sold by means to be determined by Deadwood City Commission at a future date and time.

Dated this 19th day of January, 2016.

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

1-19-16

10E

Proposed ordinance for printed election materials and communications taken from
South Dakota Codified Law, Campaign Finance Requirements, Section 12-27-11

The City of Deadwood, being exempt from state statute due to small population, but recognizing the unique special interests in the City of Deadwood and the need for clear public information and understanding of financial support of candidates and ballot questions adopts the following:

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

DEADWOOD

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

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

1
1-19-16
106
Mike Runge
Archivist
Telephone (605) 578-2082

MEMORANDUM

Date: January 15, 2016
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Mike Runge, City Archivist
Re: **2016 City of Deadwood Archives Projects - Permission to enter into Agreements**

The City Archives, through the Historic Preservation Office, is requesting permission to enter into the following contracts with the following people and/or organizations as part of the 2016 budgeted projects. These projects will be completed by December 31, 2016.

The Historic Preservation Commission reviewed these projects on January 13, 2016 and recommend approval.

- Oral History Project – Dr. Suzanne Julin, Missoula, MT
 - 10 transcribed oral histories
 - COST: \$6,750.00
- Lawrence County Mortuary Ledgers Indexing Project – Don Toms, Lead, SD
 - 20 transcribed mortuary ledgers on loan from Fidler-Isnburg Funeral Home
 - COST: \$8,000.00
- Photo Conservation of Coburn Panoramic Images – ImageUp Creative Services, Rapid City, SD
 - 13 digitally restored panoramic views of the Days of 76 celebration
 - COST: 4,550.00
- Digitization of Lawrence County Ledgers Project – South Dakota State Archives
 - 12 microfilmed and digitized letters from the Lawrence County ledger collection
 - COST: \$2,100.00
- 66 Taylor Avenue Final Report – South Dakota State Archaeological Research Center
 - Preparation and write up of the burial unearthed at 66 Taylor Avenue in 2012
 - COST: \$5,000.00
- Conservation of Archaeological Objects – Maryland Archaeological Conservation

DEADWOOD

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

Mike Runge
Archivist
Telephone (605) 578-2082

Laboratory

- Cleaning and stabilization of paper and metal objects from the Fountain House
- COST: \$1,300.00
- Collections Site Visit, September 9, 2016 - Maryland Archaeological Conservation Laboratory
 - Onsite visit to review and make recommendations on the City's collection of metal objects unearthed during the Chinatown excavation
 - COST: \$2,700.00
- Phase II Botanical Conservation – Black Hills State University, Spearfish, SD
 - Add botanical data from the Chinatown excavation into online catalog and develop botanical displays for educational purposes
 - COST: \$3,100.00

The above projects were approved by the Deadwood Historic Preservation Commissions and the City Commission at the 2016 budget hearings.

RECOMMENDATION:

Allow the Historic Preservation Office to enter into contracts with the above mentioned organizations and people to fulfill the 2016 City of Deadwood Archives annual budget. Combined, the cost for these eight (8) projects will not exceed \$34,000.00 dollars. These are 2016 budgeted City Archive projects.

DEADWOOD

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

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

1-19-16
10H
Mike Runge
Archivist
Telephone (605) 578-2082

MEMORANDUM

Date: January 15, 2016
To: Deadwood Historic Preservation Commission
From: Mike Runge, City Archivist
Re: **2016 City of Deadwood Archives Projects - Permission to sign Agreements**

The City Archives is requesting permission for the Mayor to sign the following 2016 Archives projects:

- Lawrence County Mortuary Ledgers Indexing Project – Don Toms, Lead, SD
 - transcribed mortuary ledgers on loan from Fidler-Isenburg Funeral Home
- Photo Conservation of Coburn Panoramic Images – ImageUp Creative Services, Rapid City, SD
 - 13 digitally restored panoramic views of the Days of 76 celebration
 - COST: 4,550.00
- 66 Taylor Avenue Final Report – South Dakota State Archaeological Research Center
 - Preparation and write up of the burial unearthed at 66 Taylor Avenue in 2012
 - COST: \$5,000.00

The above projects were approved by the Deadwood Historic Preservation Commission at the January 13, 2016 meeting.

RECOMMENDATION:

Allow the Mayor to sign the contracts with the above mentioned organizations and people to fulfill the 2016 City of Deadwood Archives annual budget. These are 2016 budgeted City Archive projects.

1-19-16
10 H

AGREEMENT BETWEEN
CITY OF DEADWOOD AND
SOUTH DAKOTA STATE HISTORICAL SOCIETY -
ARCHAEOLOGICAL RESEARCH CENTER

This AGREEMENT is made by and between the Deadwood Historic Preservation Commission, Deadwood, South Dakota a department of the City of Deadwood with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732 (hereinafter referred to as "CITY") and South Dakota State Historical Society - Archaeological Research Center, with its principal place of business located at P.O. Box 1257 Rapid City, SD 57709 (hereinafter referred to as "SD-ARC").

WHEREAS, SD-ARC has agreed to provide the final report of the human skeletal remains unearthed at 66 Taylor Ave., Deadwood, SD; and

WHEREAS, CITY has agreed to compensate SD-ARC for its services a total sum of Five Thousand and no/100s Dollars (\$5,000.00); and

WHEREAS, the CITY has accepted the proposal from SD-ARC 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. SD-ARC shall prepare a final narrative of all of the previous work performed on the human skeletal remains unearthed at 66 Taylor Ave. in Deadwood;
3. SD-ARC shall include in its report forensic research summaries and genealogical research previously submitted;
4. SD-ARC must complete the report on or before July 1, 2016;
5. SD-ARC shall provide its own office space, equipment and materials to meet the requirements of this agreement;
6. SD-ARC shall perform these services with reasonable diligence and expediency consistent with sound professional practices;

7. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
8. SD-ARC shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
9. SD-ARC 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 SD-ARC in connection with this agreement or services performed or materials provided pursuant to this contract;
10. Either party may terminate this agreement upon providing the other party thirty (30) days notice in writing and served upon the other party via certified mail;
11. SD-ARC may not subcontract any portion of this contract or any portion of the work;
12. SD-ARC shall not have any authority to hire any person on behalf of CITY or to charge any amounts to CITY;
13. SD-ARC shall be paid a total sum of Five Thousand and no/100s dollars (\$5,000.00) for work completed and this amount cannot be exceeded unless change orders are agreed upon in writing by both parties;
14. 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
15. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied

Dated this _____ day of _____, 2016.

CITY OF DEADWOOD

By _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2016.

SOUTH DAKOTA STATE HISTORICAL SOCIETY –
ARCHAEOLOGICAL RESEARCH CENTER

By: James K. Haug, State Archaeologist

State of _____)
County of _____) SS

On this ____ day of _____, 2016, before me, the undersigned officer, personally appeared James K. Haug, known to me or satisfactorily proven to be the State Archaeologist for South Dakota State Archaeological Research Center, 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:

AGREEMENT BETWEEN
CITY OF DEADWOOD AND
IMAGEUP CREATIVE SERVICES, LLC

This AGREEMENT is made by and between the Deadwood Historic Preservation Commission, Deadwood, South Dakota a department of the City of Deadwood with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732 (hereinafter referred to as "CITY") and ImageUp Creative Services, LLC, with its principal place of business located at 201 Main Street, Ste. 100 Rapid City, SD 57701 (hereinafter referred to as "ImageUp").

WHEREAS, ImageUp has agreed to digitally restore thirteen (13) panoramic images; and

WHEREAS, CITY has agreed to compensate ImageUp for its services in the total sum of Four Thousand Five Hundred Fifty and no/100s Dollars (\$4,550.00); and

WHEREAS, the CITY has accepted the proposal from ImageUp 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. ImageUp shall scan and digitally repair thirteen (13) panoramic views from *Assession 2014.9, the Cobrun Family Collection*, which include two (2) 1909 Deadwood Gulch streetscapes and eleven (11) panoramic views of the Days of 76 celebrations from 1926 to 1954;
3. Upon completion of the project, the ImageUp shall provide CITY with thirteen (13) 400dpi RGB TIF files. The CITY will furnish a suitable jump drive to transfer the completed files
4. ImageUp shall provide its own office space, equipment and materials to meet the requirements of this agreement;
5. ImageUp shall perform these services with reasonable diligence and expediency consistent with sound professional practices;

6. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
7. ImageUp 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. ImageUp 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 ImageUp in connection with this agreement or services performed or materials provided pursuant to this contract;
9. CITY may terminate this contract for any reason upon a thirty (30) day written notice;
10. ImageUp may not subcontract any portion of this contract or any portion of the work;
11. ImageUp shall not have any authority to hire any person on behalf of CITY or to charge any amounts to CITY;
12. ImageUp shall be paid a total sum of Four Thousand Five Hundred Fifty and no/100s dollars (\$4,550.00) for work completed and this amount cannot be exceeded unless change orders are agreed upon in writing by both parties;
13. 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
14. 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

**CONTRACT BETWEEN CITY OF DEADWOOD AND
DONALD TOMS, INDEPENDENT CONTRACTOR**

This Agreement is between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives department (hereinafter referred to as "CITY") and DONALD TOMS of Lead, South Dakota (hereinafter referred to as "TOMS").

WHEREAS, TOMS; has agreed to transcribe twenty (20) historic mortuary ledgers into a Microsoft Access database; and

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

WHEREAS, the CITY has accepted the proposal from TOMS for an amount not to exceed Eight Thousand and No/100ths Dollars (\$8,000.00); and

WHEREAS, the CITY has accepted the proposal from TOMS, 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. TOMS shall transcribe twenty (20) historic mortuary ledgers from Fidler-Isenburg Funeral Home (1880 to 1952), as part of the 2015 ledger indexing project of the CITY's Archives Department.
3. The parties agree that it is TOMS' responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, comply with the Equal Employment Opportunities Act.
4. TOMS shall provide his own office space, equipment and materials to meet the requirements of this agreement.
5. TOMS may not subcontract any portion of this contract or any portion of the work.

6. Either party may terminate this agreement upon providing the other party thirty (30) days notice in writing and served upon the other party via certified mail. However within one (1) week of such notice, TOMS shall provide to CITY all work completed at that time.
7. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
8. TOMS is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between CITY and TOMS. TOMS does not have authority to hire any person on behalf of CITY.
9. TOMS shall indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of TOMS as set forth in this agreement.
10. The CITY will pay TOMS \$0.10 per field for a total of \$2.60 per page not to exceed \$8,000.00 for the project. Any change orders must be agreed to in writing by both parties;
11. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.
12. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

[signatures and acknowledgments on following page]

Dated this ____ day of _____, 2016.

CITY OF DEADWOOD

By: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

INDEPENDENT CONTRACTOR

Donald Toms

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2016, before me, the undersigned officer, personally appeared Donald Toms, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires:

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



1-19-16
10 L
KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: January 15, 2016
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: RFP -- Historic Main Street Re-enactments and Performances of the Trial of Jack McCall

The Historic Preservation Commission advertised for Request for Proposals to provide re-enactments on Main Street and provide the Trial of Jack McCall Performances. Due to changes in the City's Actors and Performers ordinance regarding street closures it is necessary to have a contracted organization providing this service and to be the only entity allowed to close Main Street per the new ordinance.

One proposal was submitted from Deadwood Alive to provide historic main street re-enactments and perform the Trial of Jack McCall. A copy of the proposal is available in the Historic Preservation Office for review.

On January 13, 2016, the Deadwood Historic Preservation reviewed the proposal along with the recommendation from the Grants, Recognition, Advocacy and Public Education committee to enter into a formal contract with Deadwood Alive.

Historic Preservation Commission Recommendation: *Move to accept the proposal from Deadwood Alive and enter into a five year contract at a cost of \$103,000 for 2016 with funding from the Deadwood Historic Preservation Commission budget and direct the City attorney to prepare a contract.*

1-19-16
101

REQUEST FOR PROPOSALS
DEADWOOD MAIN STREET HISTORIC REENACTMENT PERFORMANCES

The City of Deadwood will be accepting sealed, signed proposals at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 p.m. on January 8, 2016, for Historic Main Street Reenactments and performances of The Trial of Jack McCall. Proposals will be publicly opened at 2:00 p.m. on January 8, 2016 with results presented on January 19, 2016 at 5:00 p.m. at the City Commission meeting in City Hall, 102 Sherman Street, Deadwood, SD.

The City is interested in entering into a contract with a company, team or individuals to present reenactments on Deadwood's Main Street and conduct performances of The Trial of Jack McCall for the Deadwood Historic Preservation Commission.

The City of Deadwood's primary objective in this RFP is to secure a party to perform the Trial of Jack McCall, conduct the street performances, as well as public reenactments. The street performances and the Trial of Jack McCall shall commence on May 28, 2016 and end on September 5, 2016. Additionally, there is to be spring and fall seasons to enhance the ambience of the community while providing a strong visitor engagement.

LATE, FAXED, OR UNSIGNED PROPOSALS WILL BE REJECTED

To obtain a complete Request for Proposal or request an on-site visit, please contact:

Kevin Kuchenbecker, Historic Preservation Officer, City of Deadwood

108 Sherman Street

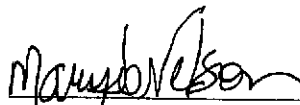
Deadwood, SD 57732 phone: (605) 578-2082

Or in the "Public Notices" at www.cityofdeadwood.com

The City of Deadwood reserves the right to review proposals for up to 30 days. The City of Deadwood also reserve the right to reject any and all proposals.

Dated this 21st day of December, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: December 28, 2015 and January 4, 2016

For any public notice that is published one time:

Published once at the approximate cost of _____.

1-19-16

10J

CODE RED®

Alert. Inform. Affect Lives.

Proposal presented to

City of Deadwood, SD
December 22nd, 2015.



select
audience



record



launch



notify

ECN®

Emergency Communications Network®

BECKI GALLAHAN ACCOUNT REPRESENTATIVE

TEL 866 939 0911 x1198

EMAIL bgallahan@ecnetwork.com

WEB ecnetwork.com

OFFICE 780 W. Granada Boulevard, Suite 200. Ormond Beach, FL 32174

866-939-0911 | ecnetwork.com

Find us





Emergency Communications Network®

102 Cont.
CODERED®

Cost Proposal (PRICING GOOD FOR 90 DAYS FROM 06/23/2015)

The Web-based CodeRED® service, from Emergency Communications Network LLC (ECN), was designed specifically to enable clients to rapidly record, send and track personalized voice, email, text and social media messages. The dedicated, triple redundant network and patented delivery methods employed by ECN add to the value of this affordable, high-speed notification system that has been in operation since 1998 and is currently used every day by clients from coast to coast.

A one (1) year license includes 24/7/365 uninterrupted CodeRED system access and the following

- CodeRED system set-up and training
- Unlimited emergency and general calling
- Unlimited text, email and social media messaging
- Unlimited mobile app notifications
- Initial residential and business calling database supplied by ECN
- Integration and geo-coding of customer supplied data (911 data, utility data, etc.)
- ECN standard mapping and geo-coding
- Complimentary system time for testing and training
- Design and hosting of custom Web page for community enrollment

\$1,500.00_{usd} = Annual Cost

(based on population of 1,270)

Thank you for the opportunity to present CodeRED and submit this cost proposal. If you have any questions, please feel free to contact me.

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