

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
5:00 p.m. December 21, 2015

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 December 7, 2015**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

A. Fire Department Longevity Award to Mike Klamm for 30 years of service

6. **CONSENT AGENDA**

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

- A. Permission to hire Lance Sandidge in Parks Department effective January 4, 2016 at \$16.16 per hour pending pre-employment screening
- B. Authorize purchase of 5502 gallons of gasoline at \$2.04 on November 16, 2015 and 5500 gallons of diesel at \$1.62 per gallon by December 21, both from Southside Oil
- C. Permission for Mayor to sign amended contract with Deadwood Chamber of Commerce for event planning in 2016 (continued from December 7, 2015).
- D. Pay Deadwood Electric \$2,629.75 for lighting repairs to Mickelson Trail
- E. Authorize Butler Equipment to make repairs to loader at a cost not to exceed \$3,500.00 from Streets budget
- F. Remove Rec Center receptionist Dian DeRosier from payroll effective December 1, 2015, and Rubble Site employees James Mattson and Richard Tisdall effective November 28, 2015
- G. Permission for Mayor to sign contract with Ainsworth Benning for Lower Main Visitor Project (project awarded on December 7, 2015)
- H. Permission for Mayor to sign parking lease agreement with Silverado for five parking spaces at \$205.00 per month plus tax. (approved on December 7, 2015)
- I. Permission to hire Rec Center lifeguards effective December 23, 2015; Cydnee Middlemas at \$9.69 hr. and Seth Fitzgerald at \$9.44 hr., pending pre-employment drug screening

7. **BID ITEMS**

8. PUBLIC HEARINGS

- A. Hold public hearing for street closure for Fire in the Sky - New Year's Eve Ball Drop on December 31.
- B. Hold public hearing for open container in zones 1 and 2, special alcohol permit, and use of Interpretive Lot on February 7, 2016 for Tailgate Party Events
- C. Hold public hearing for open container, special liquor license, waiver of vending fee, waiver of fee for use of rodeo grounds and fireworks display on January 22-23, 2016 for SnowCross Event.
- D. Hold public hearing on Resolution to Lease to Private Party for purposes of operating concession facilities at 15 Seventy-Six Drive. Permission to Mayor to sign contract with Cookie's Chuckwagon for services.

9. OLD BUSINESS

- A. Permission to purchase fencing materials for city projects at Gordon Park and Rodeo grounds beer garden from Wheeler Lumber from Parks budget at cost of \$7,496.70 (continued from December 7, 2015)

10. NEW BUSINESS

- A. Second reading of Ordinance #1239 to Supplement 2015 Budget
- B. Second reading of Ordinance #1240 Regarding Chapter 12, Snow Removal
- C. Second Reading of Ordinance #1241 Amending Chapter 5.28, Vending in City Limits of Deadwood
- D. Resolution 2015-26 to Set Fees at Event Center Complex effective January 1, 2016.
- E. Appoint Brett Runge to represent Planning and Zoning Commission on Capital Improvement Leadership Committee due to resignation of Sheree Green.
- F. Appoint Kip Mau to represent Deadwood/School on Capital Improvement Leadership Committee
- G. Permission to order stadium seats for baseball field from Archer Seating Clearinghouse at cost of \$6,187.77 to be paid from 2016 Parks Department (budgeted in 2016)
- H. Accept resignation of Francis Toscana from Fassbender Board and appoint Brad B. Butturff to fill vacancy with expiration of May 31, 2018,, and Mr. John Martinisko expiration of May 31, 2017
- I. Pass Resolution 2015-20 to Surplus and Transfer City Owned Real Estate to Deadwood-Lead Economic Development, Lot A and Lot B, Meverden Street Subdivision allow Mayor to sign Quit Claim Deed
- J. Permission to issue request for proposals in conjunction with Main Street Historic Reenactment Performances. Proposals due on January 8, 2016 with results to Commission on Tuesday, January 19, 2016.
- K. Approve change order #6 at cost of \$2,124.16 with Oftedal Construction for Highway 85/385 project. Change order necessary to relocate two curb stops
- L. Permission for Rec Center to purchase two treadmills from Push-Pedal-Pull at cost of \$6,926.80

- M. Award façade easement grant from Revolving Loan Fund in the amount of \$1,840.00 to Wayne Morris, property owner at 604 Main and allow Mayor to sign Façade Easement Agreement
- N. Award façade easement grant from Revolving Loan Fund in the amount of \$40,800.00 to Wayne Morris, property owner at 606 Main and allow Mayor to sign Façade Easement Agreement
- O. Permission to contract with FMG Inc. to perform construction testing for Lower Main Welcome Center at cost of \$18,108.00 and allow Mayor to sign contract.
- P. Approve Not-for-Profit grant to Masonic Center Association to repair second floor restroom in the amount of \$5,500.00, contingent upon approval of Historic Preservation Commission's approval on December 22, 2015
- Q. Approve an expenditure not to exceed \$2,972.40 for Deadwood Welcome Center Cultural Resources Survey
- R. Discussion on granting a holiday for one-half of a shift, up to four hours, on Christmas Eve

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

No action can be taken

- A. Raffle permit received from Black Hills Shootist Association. Drawing will be held on September 24, 2016. No action approves.

12. **EXECUTIVE SESSION**

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

13. **ADJOURNMENT**

REGULAR MEETING, December 7, 2015

The Regular Session of the Deadwood City Commission convened on December 7, 2015 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Turbiville called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins and Commissioners David Ruth Jr., Mark Speirs, Gary Todd and Jim Van Den Eykel. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Ruth moved, Speirs seconded to approve the minutes of November 16, 2015. Roll Call: Aye-All. Motion carried.

NOVEMBER, 2015 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$16,162.31; PUBLIC BUILDINGS, \$5,264.04; POLICE, \$53,802.98; FIRE, \$4,820.92; BUILDING INSPECTION, \$3,345.71; STREETS, \$27,493.90; PARKS, \$17,171.13; PLANNING & ZONING, \$4,676.36; LIBRARY, \$6,472.34; RECREATION CENTER, \$9,941.96; HISTORIC PRESERVATION, \$16,111.86; WATER, \$13,282.82; PARKING METER, \$8,462.12; TROLLEY, \$15,388.22; PARKING RAMP, \$4,670.33; RUBBLE SITE, \$3,017.16.
PAYROLL TOTAL: \$212,814.92

NOVEMBER, 2015 PAYROLL PAYMENTS:

Internal Revenue Service, \$52,607.18; S.D. Retirement System, \$23,616.28; Delta Dental, \$3,759.20

APPROVAL OF DISBURSEMENTS

Todd moved, Van Den Eykel seconded to approve the December 7, 2015 disbursements plus additional bill. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	LEASE	335.07
A & B WELDING	SERVICE	17.78
ABC BUSINESS	SUPPLIES	350.99
ADAMS	CYLINDER	655.68
ADAMS, CHAD	CONTRACT	10,485.00
ALBERTSON ENGINEERING	PROJECT	3,757.88
ALSCO	SUPPLIES	172.18
ARLETH LAND SURVEYING	SERVICE	1,985.00
B&H PHOTO	SERVICE	67.50
BICKLE TRUCK	SERVICE	878.38
BH CHEMICAL	SUPPLIES	1,833.44
BH PIONEER	ADS	1,336.53
BH POWER	ELECTRICITY	25,055.90
BH SECURITY	SERVICE	89.85
BH SPECIAL SERVICES	CLEANING	1,426.00
BH URGENT CARE	TESTING	120.00
BLACKSTRAP	SALT	4,214.80
CAI CONSTRUCTION	PROJECT	75,667.50
CEDAR SHORE RESORT	LODGING	509.75
CENTURY BUSINESS	LEASE	470.73
CENTURY LINK	SERVICE	181.99
CHANEY-MOODIE, JEANETTE	REIMBURSEMENT	142.56
COCA COLA	SUPPLIES	240.25
CREATIVE PRODUCT	T-SHIRTS	399.27
CRESCENT ELECTRIC	SUPPLIES	148.70
CULLIGAN	SUPPLIES	106.00
DAKOTA BUSINESS CENTER	MAINTENANCE	155.88
DAKOTA PRAIRIE LANDSCAPES	PROJECT	24,867.13
DAKOTA SEALANTS	PROJECT	600.00
DAKOTA SECURITY	SERVICE	499.25
DATA FLOW	SUPPLIES	98.00
DEADWOOD CHAMBER	SERVICE	1,060.00
DVFD	REIMBURSEMENT	60.00
DIVERSIFIED INSPECTIONS	TESTING	1,842.93
DOWER, KARLA	REIMBURSEMENT	39.06
DUNCAN PARKING	MAINTENANCE	950.04
ECOLAB	SERVICE	893.46
EMERY-PRATT	BOOKS	78.24
FARMER BROTHERS	SUPPLIES	248.85
FASTENAL	SUPPLIES	454.51
FIRST INTERSTATE BANK	TIF PYMT	19,580.30
FULLER, KELLY	REIMBURSEMENT	426.62
GALLS	SUPPLIES	737.16
GENERAL TRAFFIC	SUPPLIES	395.32
GENPRO	PROJECT	60,726.53
GOLDEN WEST	SERVICE	2,227.35
GREAT WESTERN TIRE	SERVICE	119.50
HILLS MATERIALS	SUPPLIES	296.70
INTERSTATE BATTERY	BATTERIES	250.50
JULIN, SUZANNE	PROJECT	1,300.00
KDSJ	SERVICE	180.00
KIMBALL MIDWEST	SUPPLIES	317.73
KRUZEL, TOM	REIMBURSEMENT	279.99
LAWRENCE CO. REGISTER	FEES	150.00
LAWSON PRODUCTS	SUPPLIES	246.53
LEAD-DEADWOOD SANITARY	USAGE	24,326.91
LIBERTY NATIONAL BANK	TIF PAYMENT	66,687.32

REGULAR MEETING, December 7, 2015

M.R. GUSTAFSON	TIF PAYMENT 2	44,460.43
MARIAH PRESS	SUBSCRIPTION	150.00
MENARD'S	SUPPLIES	20.24
MERTENS, KENNETH	REIMBURSEMENT	293.72
MID DAKOTA VEGETATION	PROJECT	1,353.51
MIDWEST TAPE	DVD	234.88
MOHR, TRENT	REIMBURSEMENT	28.00
MDU	GAS	6,034.48
MS MAIL	SUPPLIES	250.00
MUTUAL OF OMAHA	INSURANCE	234.26
NATIONAL FIRE CODES	SERVICE	208.85
NEIGHBORHOOD LENDING	SERVICE	36.80
NELSON, ROBERT JR.	REIMBURSEMENT	28.00
NETWORK SERVICES	SUPPLIES	278.91
NEVE'S	UNIFORMS	62.50
NEWMAN TRAFFIC	SIGNS	122.54
PARTSMASTER	SUPPLIES	248.23
PEPPMEIER, JANICE	REIMBURSEMENT	543.15
QUIK SIGNS	SIGNS	240.93
QUILL	SUPPLIES	44.16
RAPID DELIVERY	SERVICE	24.16
RENNER, DONOVAN	REIMBURSEMENT	252.01
S&C CLEANERS	CLEANING	700.00
SD DEPT. OF CORRECTIONS	FIREWISE	5,727.02
SD DEPT. OF HEALTH	SHOTS	1,000.00
SD DEPT. OF MOTOR VEHICLES	PLATES	14.00
SD DEPT OF REVENUE	TAX	3,752.74
SD PUBLIC ASSURANCE	INSURANCE	222.00
SD PUBLIC HEALTH LAB	TESTING	45.00
SD STATE ARCHIVES	MICROFILM	28.80
SECOND CENTURY	GRANT	1,449.79
SERVALL	SUPPLIES	2,561.96
SOUTH DAKOTA HISTORICAL	GRANT	20,000.00
SOUTHSIDE OIL	SERVICE	11,887.68
STREICHER'S	GRAPHICS	34.99
TOMS, DON	PROJECT	1,260.00
TRIDLE, JOHN	REIMBURSEMENT	28.00
TRINITY UNITED METHODIST	WREATHS	1,618.00
TRIPLE K	SERVICE	792.45
TSP	PROJECT	2,855.23
TWILIGHT	SUPPLIES	194.31
TWIN CITY HARDWARE	SUPPLIES	3,105.94
TWO WHEELER DEALER	STRAPS	11.97
USA BLUEBOOK	SUPPLIES	102.11
VAST	SERVICE	2,396.61
VERIZON WIRELESS	METERS	40.01
WEAPON CONCEPTS	QUALIFICATION	1,500.00
WHITE'S CANYON MOTORS	SUPPLIES	198.98
WILD BILL TRADING	CATERING	250.00
ZUERCHER TECHNOLOGIES	MAINTENANCE	135.00
	TOTAL	\$ 457,806.89

ITEMS FROM CITIZENS ON AGENDA

Years of Service

Mayor Turbiville presented certificates to the following employees: Alex Hamann, Carol Hauck, Sarah Solano and Chuck Quenzer for 25 years of service; Donovan Renner, Robert Lester and Kelly Fuller for 20 years of service; and William Binder for 5 years of service. Commission thanked each of them for their time.

Requests

Rose Speirs representing Deadwood History Inc., requested permission to use a special trolley and waiver of group fee on December 18, 2015 for Festive Friday caroling. Todd moved, Van Den Eykel seconded request. Roll Call: Aye-All. Motion carried.

Todd moved, Van Den Eykel seconded to allow Neighborworks use of special trolleys and waiver of group fee on December 16 and December 23, 2015 for Tour of Lights. Roll Call: Aye-All. Motion carried.

Creation

Tom Blair asked the Commission to consider an additional Business Improvement District. He stated several projects in Revitalization and additional projects are going to approach 15 to 20 million dollars, and stated funds from City, Chamber or Historic Preservation are not available. Blair suggested an additional Business Improvement District, or creation of a Historic Preservation fee. Commissioner thanked Blair for his time.

REGULAR MEETING, December 7, 2015

CONSENT

Ruth moved, Speirs seconded to approve the following consent items with exception of (E) order 40 globes, (F) Change Order #1 with Rosenbaum, (N) revised agreement with Ace Signs and (P) agreement with Deadwood Chamber, which were moved to new business at request of Commissioner Van Den Eykel. Roll Call: Aye-All. Motion carried.

- A. Permission for Mayor to sign SD Department of Transportation Permit to occupy Right of Way for wayfinding project.
- B. Permission to remove the following seasonal employees from payroll: Trolley Driver Linda Kottke effective October 24, 2015 and parks Laborer Trevor Tridle effective November 6, 2015.
- C. Allow Finance Office to pay monthly Wellmark health insurance premium by ACH and present amount to Commission on bill list at next regular meeting.
- D. Acknowledge payment of \$8,816.25 to First National Bank for trustee fees related to Historic Preservation COPS.
- E. Make annual parking lease payment to First Baptist Church at cost of \$3,600.00.
- F. Permission for Mayor to sign the 2016 Combined Voting Agreement between Central City, City of Lead, City of Whitewood, Lead-Deadwood Sanitary District and the Lead Fire Protection District.
- G. Permission to pay \$13,652.50 to South Dakota Department of Legislative Audit for 2014 (budgeted in Finance)
- H. Accept resignation of Dean Schallenkamp from Parks Department effective November 30, 2015.
- I. Hire Alexandra Madsen at Deadwood Rec Center for lifeguard position effective December 9, 2015 at \$10.00 per hour, pending pre-employment screening.
- J. Pass Resolution 2015-23 to Declare lockers located at Deadwood Pavilion as Surplus and donate to Boys and Girls Club of Lead-Deadwood.

RESOLUTION 2015-23 TO DECLARE THE FOLLOWING SURPLUS PROPERTY

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood has determined the following property is no longer necessary, useful or suitable for the purpose for which it was acquired, and approves the following be declared surplus and donated to the Boys and Girls Club of Lead-Deadwood, a registered non-profit corporation.

60 personal lockers (2 sets/blocks of 6 lockers, 6 sets/blocks of 8 lockers), located at Deadwood Pavilion building

Dated this 7th day of December, 2015

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- K. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Christina M. Torres.
- L. Adopt the following: Event Center Guidelines and Information Packet and Event Complex Rental/Use Agreement.
- M. Purchase two sets of tip and roll bleachers from Dakota Fence for Rec Center at cost of \$2,490.00. Rec Center budget, ½ of cost to be reimbursed by swim team.

BID ITEMS

Results

Two bids were opened for five parking spaces at intersection of Deadwood and Main at 2:00 p.m. on November 19, 2015 as advertised.

Hotel Franklin Corp. - \$205.00 per space

Deadwood Winery - \$185.00 per space

Todd moved, Speirs seconded to accept high bid from Hotel Franklin Corp and direct City Attorney prepare three-year lease with Silverado Gaming. Roll Call: Aye-Speirs, Todd, Van Den Eykel, Turbiville. Abstain-Ruth. Motion carried.

REGULAR MEETING, December 7, 2015

Results

Chief Fuller stated five bids were opened for the Deadwood Welcome Center Project at 2:00 p.m. on December 2, 2015 as advertised. Bid bonds were included in the following bid submittals:

Ainsworth Benning Construction – Base Bid-\$6,180,000.00, Unit Pricing: Overexcavation-\$15,050.00, Geogrid-\$19,500.00, 12' Stabilization Rock-\$88,400.00, Waste Materials Removal-\$4,500.00, Total Unit Pricing-\$127,450.00; Informational Unit Pricing: Thin Stone Veneer wall-\$52.00, Wood Railing-\$51.00, Autumn Blaze Slate Mulch-\$3.00

RCS Construction – Base Bid-\$6,300,000.00, Unit Pricing: Overexcavation-\$19,350.00, Geogrid-\$17,875.00, 12' Stabilization Rock-\$98,800.00, Waste Materials Removal-\$4,500.00, Total Unit Pricing-\$140,525.00; Informational Unit Pricing: Thin Stone Veneer wall-\$34.00, Wood Railing-\$32.00, Autumn Blaze Slate Mulch-\$2.60

Heavy Constructors -Base Bid-\$6,591,000.00, Unit Pricing: Overexcavation-\$32,250.00, Geogrid-\$13,975.00, 12' Stabilization Rock-\$65,000.00, Waste Materials Removal-\$25,000.00, Total Unit Pricing-\$136,225.00; Informational Unit Pricing: Thin Stone Veneer wall-\$35.50, Wood Railing-\$130.00, Autumn Blaze Slate Mulch-\$2.50

Dean Kurtz Construction – Base Bid-\$6,655,000.00, Unit Pricing: Overexcavation-\$13,975.00, Geogrid-\$18,200.00, 12' Stabilization Rock-\$85,800.00, Waste Materials Removal-\$4,400.00, Total Unit Pricing-\$122,375.00; Informational Unit Pricing: Thin Stone Veneer wall-\$36.00, Wood Railing-\$34.50, Autumn Blaze Slate Mulch-\$2.54

Scul Construction Service – Base Bid-\$6,800,000.00, Unit Pricing: Overexcavation-\$10,750.00, Geogrid-\$22,750.00, 12' Stabilization Rock-\$72,800.00, Waste Materials Removal-\$16,500.00, Total Unit Pricing-\$122,800.00; Informational Unit Pricing: Thin Stone Veneer wall-\$37.00, Wood Railing-\$87.50, Autumn Blaze Slate Mulch-\$2.50

Fuller requested Commission award the low bid to Ainsworth Benning. Van Den Eykel moved, Ruth seconded request. Georgeann Silvernail spoke in favor of the project. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Bid 1-6

Public hearing was opened at 5:16 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Ruth moved, Van Den Eykel seconded to establish the Levy of Business Occupation Tax for Districts 1 through 6 per SDCL 9-55-13. Resolution 2015-13 passed on September 21, 2015. Roll Call: Aye-All. Motion carried.

Bid 7

Public hearing was opened at 5:17 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Todd moved, Ruth seconded to establish the Levy of Business Occupation Tax for District 7 per SDCL 9-55-13. Resolution 2015-14 passed on September 21, 2015. Roll Call: Aye-All. Motion carried.

Resolution 2015-25

Public hearing was opened at 5:18 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Todd moved, Speirs seconded to adopt Resolution of Intent to enter into a lease with private party for nine spaces to parking motor vehicles and allow Mayor to sign contract with Silverado Gaming for three-year lease. Roll Call: Aye-Speirs, Todd, Van Den Eykel, Turbiville. Abstain-Ruth. Motion carried.

RESOLUTION NO. 2015-25

**RESOLUTION OF INTENT TO
LEASE PROPERTY**

WHEREAS, the City of Deadwood intends to adopt a Resolution to lease real property described located at Block A, Lot 20 of the Original Townsite of the City of Deadwood, South Dakota for the purpose of leasing nine (9) spaces for parking motor vehicles at the above-described location; now therefore

BE IT RESOLVED by the City of Deadwood that the City hereby declares its intent to lease real property for the purpose of leasing nine (9) spaces located at Block A, Lot 20, Deadwood, South Dakota, for the mutually agreed upon conditions for the period beginning January 1, 2016 and ending December 31, 2018; and

BE IT FURTHER RESOLVED that a notice of hearing was published on November 19, 2015, stating City Commission intent to hold hearing on Monday, the 7th day of December, 2015 at 5:00 p.m. or soon thereafter as the matter may be heard at the City Commission Chambers located at 102 Sherman Street, in the City of Deadwood, to consider the lease of real property.

The city finance officer shall give public notice of this hearing at least ten (10) days prior to the public hearing.

Dated this 7th day of December, 2015

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

Set

Speirs moved, Van Den Eykel seconded to set public hearing on December 21 for street closure for Fire in the Sky – New Year's Eve Ball Drop on December 31, 2015. Roll Call: Aye-Speirs, Todd, Van Den Eykel, Turbiville. Abstain-Ruth. Motion carried.

Ruth moved, Speirs seconded to set public hearing on December 21 for open container in zones 1 and 2, use of Interpretive Lot on February 7, 2016 for Tailgate Party events. Roll Call: Aye-All. Motion carried.

Todd moved, Speirs seconded to set public hearing on resolution of intent to lease to private party for event complex concessionaire on December 21, 2015. Proposals were received on November 24, 2015 as advertised and recommendation will be announced to Commission on December 21, 2015. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, December 7, 2015

RESOLUTION NO. 2015-24

**RESOLUTION OF INTENT TO
LEASE PROPERTY**

WHEREAS, the City of Deadwood intends to adopt a Resolution to lease real property described at 15 Seventy-Six Drive, Deadwood, South Dakota for the purpose of operation of the concession facilities at the above-described location; now therefore

BE IT RESOLVED by the City of Deadwood that the City hereby declares its intent to lease real property for the purpose of operating the concession facilities at 15 Seventy-Six Drive, Deadwood, South Dakota, for the mutually agreed upon conditions of the Request for Proposals for Concessionaire for the period beginning January 1, 2016 and ending December 31, 2018; and

BE IT FURTHER RESOLVED that a hearing shall be held before the Deadwood City Commission on Monday, the 21st day of December, 2015 at 5:00 p.m. or soon thereafter as the matter may be heard at the City Commission Chambers located at 102 Sherman Street, in the City of Deadwood, to consider the lease of real property.

The city finance officer shall give public notice of this hearing at least ten (10) days prior to the public hearing.

Dated this 7th day of December, 2015

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

Todd moved, Speirs seconded to set public hearing on December 21 for open container, special liquor license, waiver of vending fees and fireworks display on January 22 and 23, use of rodeo grounds January 18 through January 26 for Snowcross Events. Roll Call: Aye-All. Motion carried.

OLD BUSINESS

Update

Public Works Director Green stated he received information concerning cost for additional historic lighting past Comfort Inn in conjunction with the Highway 85 Project, which is \$439,000.00, plus additional costs and recommended the Commission continue until December 21 for review. Ruth moved, Speirs seconded to continue discussion until December 21. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Order

Van Den Eykel moved, Speirs seconded to reject the request to order of 40 holiday globes for Charles Street at cost not to exceed \$5,000.00. Discussion was held on time frame of receiving the globes and next year's budget. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, December 7, 2015

Change Order

Commissioner Van Den Eykel asked for clarification on contract. Van Den Eykel moved to approve the Change Order #1 with Rosenbaum Signs and if not completed by January 29, pull the bid bond and have project rebid. Motion failed for lack of second. Ruth moved, Speirs seconded to approve Change Order #1 with Rosenbaum Signs regarding wayfinding project. Change Order extends completion date to January 29, 2016 at zero cost to city. Roll Call: Aye-Ruth, Speirs, Todd, Turbiville. Nay-Van Der Eykel. Motion carried.

Agreements

Historic Preservation Officer stated Ace Signs of Arkansas has not turned in a contract and requested revision in contract, one including contract termination with 30 days' notice. Van Den Eykel moved, Todd seconded to allow Mayor to sign revised agreement with Ace Signs of Arkansas to install archway over lower Main Street. Roll Call: Aye-All. Motion carried.

Regarding agreement with Deadwood Chamber to manage events at rodeo grounds, Commissioner Van Den Eykel stated the contract does not include termination clause if parties are not satisfied. After discussion concerning this clause, Van Den Eykel moved, Speirs seconded to continue agreement with Deadwood Chamber to manage events at rodeo grounds till December 21, 2015 when amended contract will be presented. Roll Call: Aye-All. Motion carried.

Resolution 2015-21

Van Den Eykel moved, Speirs seconded to approve Resolution 2015-21 to Adopt Citywide Fees effective January 1, 2016 as presented for discussion of individual fees. Roll Call: Aye-All. Motion carried.

Mike Rodman, Tracy Island, Ron Russo, Mike Trucano, Caleb Arcenault, and Lee Harstad requested trolley rates remain the same with no reduction in service. Suggestion was made that cost should be reduced to encourage ridership. Chamber President Jeanna Dewey asked that drivers sell and encourage use of all day passes at \$3.00. Resident Georgeann Silvernail stated the cost should not be passed onto residents, who rarely use the trolley. After input from audience, Todd stated that at request of business community, more shuttle buses were allowed, taxi service was expanded, and trolley revenue has been hurt as result. Mayor Turbiville reminded everyone this is not a solution, and later in the meeting Commission must determine which fund has to write a check to the Parking Fund.

After lengthy discussion between Commission and concerned individuals about trolley schedule, revenue, funding and Bid 1-6 recommendation to leave fees as is, with exception to lower cost of all-day pass to \$3.00, Todd moved, Speirs seconded to amend rates on trolley as \$1.00 - Fare, \$5.00 all-day pass, \$10.00 punch card for 12 rides, no free rides for employees and leave group rate as stated in resolution. Roll Call: Aye-Ruth, Speirs, Todd, Van Den Eykel. Nay-Turbiville. Motion carried.

After discussion between Commission and concerned individuals about adopting Bid 1-6 recommendation including free parking for first hour, Van Den Eykel moved, Ruth seconded to amend rates at Broadway Parking Ramp as \$2.00 per hour, \$4.00 second hour, maximum of \$5.00 per day. Roll Call: Aye-Van Den Eykel, Turbiville. Nay-Ruth, Speirs, Todd. Motion failed

Todd moved, Turbiville seconded to amend rates at Broadway Parking Ramp as \$2.00 first hour, \$4.00 second hour, \$6.00 third hour to 24 hours. Roll Call: Aye-Todd, Turbiville. Nay-Ruth, Speirs, Van Den Eykel. Motion failed.

Ruth moved, Speirs seconded to amend rates at Broadway Parking Ramp as free first hour, \$2.00 second hour, \$4.00 third hour, \$6.00 fourth hour to 24 hours with understanding of revisiting for adjustment if needed. Roll Call: Aye-Ruth, Speirs, Todd. Nay-Van Den Eykel, Turbiville. Motion carried.

Ruth moved, Van Den Eykel seconded to amend rates at Broadway Parking Ramp as annual contract lease one hundred dollars (\$100.00) per month for one (1) to twenty-five (25) spaces, eighty-five dollars (\$85.00) per month for twenty-six (26) to fifty (50) spaces, seventy-five dollars (\$75.00) per month for fifty (50) to one hundred nineteen (119) spaces, and sixty dollars (\$60.00) per month for one hundred twenty (120) or more spaces. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, December 7, 2015

**CITY OF DEADWOOD
RESOLUTION 2015-21
A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE
CITY OF DEADWOOD**

WHEREAS, City Ordinances require certain license fees, charges for services, and other designations to be established by resolution;

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective for the 2016 year:

Accident Report.....	\$2.00
Animal License:	
Dog or cat, spayed or neutered.....	\$5.00
Dog or cat, unsprayed or neutered.....	\$10.00
Banner Fee.....	\$100.00
Burial Fees-Oakridge:	
Space, excluding recording fee.....	\$125.00
For perpetual care(mandatory).....	\$75.00
City Hall Office:	
NSF charges	maximum allowed by SDCL 57A-3-421
Contractors License-new.....	\$75.00
Contractors License-renewal.....	\$50.00
Horse Drawn Vehicles-limited to two.....	\$75.00
Inspection Fee.....	two times building permit
Mt. Moriah	
Admission over 12.....	\$2.00
12 and under.....	free
Mt. Moriah Tour Bus Licensing-limited to three.....	\$750.00
Nuisance/Labor Charge	
Weed Removal.....	\$71.50/hour
Snow Removal.....	\$71.50/hour
Repair for damage to city property.....	\$71.50/hour
Parking:	
Broadway hourly:	
First hour.....	Free
Second hour.....	\$2.00
Third hour.....	\$4.00
Four to twenty-four hours.....	\$6.00
Broadway leases:	
Employee lease.....	\$50.00/month
Annual lease:	
1-25 spaces.....	\$100.00/month
26-50 spaces.....	\$85.00/month
50-119 spaces.....	\$75.00/month
120+ spaces.....	\$60.00/month
Meters-Lower Main Street and Pioneer Way/Armory.....	\$1.00/hour
All other meters.....	50/hour
Parking meter violation.....	\$10.00

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Other offenses:

Within 72 hrs.	After 72 hrs.	
Blocking driveway	\$ 25.00	\$ 34.00
No parking area	25.00	34.00
Yellow marked area	25.00	34.00
Dead storage over 24 hrs.	25.00	34.00
Snow removal area	25.00	34.00
Parking in unloading zone	35.00	44.00
Too near fire hydrant	25.00	34.00
Parked against traffic	25.00	34.00
Handicapped parking only	100.00	109.00
Red marked area	75.00	84.00
Unauthorized residential parking	25.00	34.00

Tow and Storage Fee for Abandoned
Vehicles.....\$125.00/+\$25.00/day

Pawn Broker.....\$100.00/annual

Recreation Center

Family Pass (parents and legal guardians and all children grade twelve (12) and under).

Daily - \$7.00
One (1) month - \$30.00
Three (3) month - \$82.00
Six (6) month - \$150.00

Single Adult (19-54).

Daily - \$4.00
One (1) month - \$23.00
Three (3) month - \$55.00
Six (6) month - \$85.00

Child/Senior (0-12 and 55+).

Daily - \$2.00
One (1) month - \$12.00
Three (3) month - \$30.00
Six (6) month - \$50.00

High School Student (13-18).

Daily - \$2.00
One (1) month - \$15.00
Three (3) month - \$32.00
Six (6) month - \$55.00

Corporate Family

One (1) month (family) - \$25.00
Three (3) month (family) - \$70.00
Six (6) month (family) - \$140.00

Corporate Single.

One (1) month - \$17.00
Three (3) month - \$44.00
Six (6) month - \$70.00

Key Cards.

Key - \$3.00
Locker Rental. Monthly - \$5.00 half locker; \$10.00 full locker.

Special Alcohol License.....\$50.00/day

Staging fee-construction:

Parking Space.....\$125.00/month
Use of City Property.....\$500.00/month

Taxi License, Limit five, maximum twenty vehicles.....\$75.00 first/\$25.00 each
additional (annual)

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Trolley:

Fare.....	\$1.00/ride
All day pass.....	\$5.00/pass
Punch card pass for 12 rides.....	\$10.00/pass
Group Rate	
0 - 25 members.....	\$50.00
26 - 50 members.....	\$100.00
51 - 75 members.....	\$150.00
76 - 100 members.....	\$200.00
Each 25 additional.....	\$50.00

By showing a name tag of the registered group, rides would be unlimited, providing the event does not last longer than two (2) consecutive days.

Utilities:

Water:

Residential minimum demand charge.....\$21.50 Monthly
for all accounts, whether on or off, regardless of water usage; water usage charged as follows:

Water Usage	Water Rate
0 - 4,999 gallons	\$1.73/1,000 gallons
5,000 - 9,999 gallons	\$2.10/1,000 gallons
10,000 - 19,999 gallons	\$2.62/1,000 gallons
20,000 - 49,999 gallons	\$3.15/1,000 gallons
50,000 and over gallons	\$4.20/1,000 gallons

Commercial accounts: Monthly minimum (demand) charge for all accounts, whether on or off, based upon meter size, per meter, as follows:

Meter Size	Cost
1 inch or less	\$ 31.50
1.5 inch	\$ 42.00
2 inch	\$ 63.00
3 inch	\$ 94.50
4 inch	\$126.00
6 inch	\$189.00

with commercial water usage rates as follows:

Water Usage	Water Rate
0 - 9,999 gallons	\$3.15/1,000 gallons
10,000 - 49,999 gallons	\$3.68/1,000 gallons
50,000 and over gallons	\$4.20/1,000 gallons

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Waste water:

Residential \$2.00 per month
Commercial one (1) inch or less meter \$5.00 per month
Commercial meter greater than on (1) inch.....\$10.00 per month

Garbage:

Garbage:

Residential and small commercial accounts (defined as in-home apartments on the same site as the primary residential account): will be charged at the current contract rate that the city must pay to a private contractor, which includes service and applicable tax, per month for all accounts, whether on or off.

Commercial accounts: Responsible for own garbage removal.

Vending (temporary) 60 day notice required

Outside..... \$750/14 days
Inside..... \$250/14 days
Convention Center \$1500/January-December

Zoning Fees:

Change of Zoning.....\$150.00
Conditional Use Permit..... \$150.00
Selling unrecorded plat..... \$100.00
Subdivision approval first lot, then thereafter..... \$100.00/\$30.00
Variance..... \$150.00

Dated this 7th day of December, 2015

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

Payment

Speirs moved, Van Den Eykel seconded to approve estimate and allow payment to Eddie's Truck to repair turbo and diesel trolley and perform diagnostics in an amount not to exceed \$9,000.00. Roll Call: Aye-All. Motion carried.

Second Readings

After discussion regarding statement that no fees be waived, Ruth moved, Todd seconded to approve second reading of Ordinance #1238 to amend Chapter 12,28, Deadwood Rodeo Grounds, with change to allow Commission to waive fees at their discretion. Roll Call: Aye-All. Motion carried.

First Reading

Ruth moved, Van Den Eykel seconded to approve first reading of 3rd 2015 Supplemental Budget Ordinance #1239. Roll Call: Aye-All. Motion carried.

Transfer

Ruth moved, Speirs seconded to allow Finance Officer to transfer cash from Bed & Booze fund to cover cash shortfall in Parking and Transportation Fund at year end. Discussion was held concerning possible funding sources, including General Fund, Bed and Booze Fund, Bid 1-6, and Bid 7 Fund. Roll Call: Aye-All. Motion carried.

Offices

Speirs moved, Todd seconded to close city offices at noon on December 24, 2015. Employees will take annual leave for time not worked. Roll Call: Aye-All. Motion carried.

Hire

Ruth moved, Speirs seconded to hire Western Hills Painting at a cost of \$4,896.00 for labor and materials to patch and repaint various areas of walls and ceiling in Adams Museum after walk through on November 17, paid from Historic Preservation Capital Asset line item. Commissioner Todd asked about bid. Public Works Director stated quotes were received and past performance was also considered. Roll Call: Aye-All. Motion carried.

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Resolution 2015-22

Todd moved, Speirs seconded to approve Resolution 2015-22 Special Events for the purpose of displaying banners. Lee Harstad, Deadwood Chamber, stated an additional four events are requested for directional and visitor information. Roll Call: Aye-All. Motion carried.

RESOLUTION 2015-22

A RESOLUTION DESIGNATING SPECIAL EVENTS RECOGNIZED BY THE CITY OF DEADWOOD FOR PURPOSES OF ORDINANCES 15.32.100 AND 15.32.140

BE IT RESOLVED by the Deadwood City Commission that the following events, with their respective months of occurrence, are hereby recognized for the year 2016 as "special or civic event(s)" for purposes of Ordinances 15.32.100 and 15.32.140:

<u>Special or Civic Event:</u>	<u>Date(s) of Event:</u>
1. ISOC Deadwood Snocross Shootout	January 22-23, 2016
2. Mardi Gras	January 29-30, 2016
3. St. Patrick's Day	March 18-19, 2016
4. Wild Bill Hickok Days	June 17-19, 2016
5. 3 Wheeler Rally	July 12-17, 2016
6. Days of '76	July 26-30, 2016
7. Sturgis Bike Rally	August 8-12, 2016
8. Kool Deadwood Nites	August 25-28, 2016
9. Oktoberfest	September 30- October 1, 2016
10. Wild West Songwriter's Festival	October 28-29, 2016

Dated this 7th day of December, 2015

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

First Reading

Ruth moved, Speirs seconded to approve first reading of ordinance #1240 Amending Chapter 12.20.030 and 12.20.040 Regarding Snow Removal policy. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to approve additional policy regarding snow removal. Private business Roll Call: Aye-All. Motion carried.

Purchase

Speirs moved, Ruth seconded to allow Police Department to purchase Ford Interceptor SUV from Lamb Motors, state Contract #16870 at cost of \$31,610.00. Vehicle will not be invoiced or delivered until 2016, budgeted item. Roll Call: Aye-All. Motion carried.

Advertise

Todd moved, Speirs seconded to advertise in house, with subsequent publication in local newspaper for Parks Department position. Starting wage effective January 2016 is \$16.16 per hour. Roll Call: Aye-All. Motion carried.

Change Orders

Speirs moved, Ruth seconded to approve Change Order #4 with Oftedal Construction to abandon water line in the amount of \$2,303.82 in conjunction with Highway 85/385 Utility Relocation. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to approve Change Order #5 in the amount of \$13,877.47 for lowering sewer service in conjunction with Highway 85/385 Utility Relocation. Roll Call: Aye-All. Motion carried.

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Letter

Van Den Eykel moved to continue the letter to Century Link. He voiced concerns about lack of discussion prior to placement on agenda and potential cost to taxpayer. Motion failed for lack of second. Discussion was held concerning letter to Century Link such as date of letter, cost to run square, and extent of city commitment if letter is sent. Ruth moved, Todd seconded to allow Mayor to sign letter as amended to Century Link, requesting donation of building at 644 Main Street to City of Deadwood for revitalization efforts. Roll Call: Aye-Ruth, Speirs, Todd, Turbiville. Nay-Van Den Eykel. Motion carried.

Purchase

Speirs moved, Ruth seconded to purchase tires for loaders and truck at cost of \$10,440.00 from Dales Tires, streets budget. Roll Call: Aye-All. Motion carried.

First Reading

Van Den Eykel moved, Todd seconded to approve first reading of Ordinance #1241, Amending Chapter 5.28, Vending in City Limits of Deadwood. Zoning Administrator stated changes include eliminating merchandise displayed outside any structure, disallowing outdoor vending during rally for those entities with convention center vending license, and outline of vendor permit costs for the event complex. Roll Call: Aye-All. Motion carried.

Purchase

Todd moved, Ruth seconded to continue the purchase of fencing materials for city fencing projects at Gordon park and Rodeo grounds beer garden from Wheeler Lumber from Parks budget at cost of \$7,496.70. Public Works Director Green stated he was unsure about the funds in budget and asked to continue. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to allow Fire Department to purchase four sets of bunker gear at \$10,432.00 and six additional helmets at \$9,624.00 from M and T Fire and Safety, budgeted item. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mayor Turbiville stated Trolley service ends at 4:00 p.m. on Christmas Eve.

Mayor Turbiville stated recycle bins have been moved to Sherman Street.

Chief Fuller thanked those involved in the planning and design of the Lower Main Welcome Center.

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

Commissioner Ruth thanked Tom Blair for the option to increase revenue and believes it's important to look at additional ways to bring in more revenue to City.

ADJOURMENT

Todd moved, Ruth seconded to adjourn the regular session at 7:08 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) with possible action. The next regular meeting will be on Monday December 21, 2015.

After coming out of executive session at 7:10 p.m., Speirs moved, Todd seconded to adjourn.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PACKET: 03680 12-22-15 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0966	PETTY CASH-FINANCE OFFI					
		I-121615	101-4111-422	PROFESSIONAL PETTY CASH - FILING FEES	000000	30.00
				DEPARTMENT 111 COMMISSION	TOTAL:	30.00
01-2394	GUNDERSON, PALMER, NELS					
		I-64160	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	3,972.94
				DEPARTMENT 141 ATTORNEY	TOTAL:	3,972.94
01-0966	PETTY CASH-FINANCE OFFI					
		I-121615	101-4142-426	SUPPLIES PETTY CASH - FIN.OPC. SUPPLIES	000000	25.83
01-1725	QUILL CORPORATION					
		I-1181967	101-4142-426	SUPPLIES SUPPLIES	000000	753.46
		I-1182538	101-4142-426	SUPPLIES SUPPLIES	000000	31.84
01-2516	SD DEPT. OF LEGISLATIVE					
		I-112315	101-4142-422	PROFESSIONAL 2014 AUDIT	000000	13,652.50
01-3079	PEPPMEIER, JANICE					
		I-121515	101-4142-415	GROUP INSURAN REIMBURSEMENT	000000	556.21
				DEPARTMENT 142 FINANCE	TOTAL:	15,019.84
01-0360	ABC BUSINESS SUPPLY					
		I-9540	101-4192-426-14	SUPPLIES - ST BROTHER HI YLD TONER CART/STRT	000000	97.09
01-0445	RAPID FIRE PROTECTION					
		I-25167	101-4192-422-09	PROFESSIONAL TRBLSHOOT DIALER ISSUE/HARCC	000000	400.00
01-0547	M&M SANITATION					
		I-29361	101-4192-426-05	SUPPLIES - CO TOILET RENTAL/COLD STORAGE	000000	110.00
		I-29362	101-4192-426-18	SUPPLIES - FO TOILET RENTAL/FOOTBALL FIELD	000000	56.70
01-0653	FASTENAL COMPANY					
		I-SDSPE85524	101-4192-426	SUPPLIES ELECTRIC TESTER/PUB BLDGS	000000	163.99
01-0682	PITNEY BOWES INC					
		I-120715	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-0782	JACOBS PRECISION WELDIN					
		I-22435	101-4192-425-14	REPAIRS - STR 2' 1/2" HOT ROLLED BAR/PB STRT	000000	1.19
01-1380	WASTE CONNECTIONS, INC.					
		I-11915520	101-4192-426-14	SUPPLIES - ST RECYCLE BINS/PARKS	000000	672.00

PACKET: 03680 12-22-15 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1380	WASTE CONNECTIONS, INC.	continued				
		I-11915542	101-4192-426-11	SUPPLIES - PA 8 YD DUMPSTER/PARKS	000000	395.81
		I-11916958	101-4192-426-11	SUPPLIES - PA DUMPSTER/PARKS	000000	497.50
01-1502	BLACK HILLS CHEMICAL					
		I-092560	101-4192-426	SUPPLIES SNO FLOW ICE MELT/PUB BLDGS	000000	243.78
		I-092744	101-4192-426	SUPPLIES LATEX POWDER FREE GLOVES/PB	000000	39.75
		I-093173	101-4192-426	SUPPLIES GLS,FLR CLEAN-KLEENEX/PUB BLDG	000000	208.15
		I-093174	101-4192-426	SUPPLIES HND SANITIZ-TISSUE-TOWEL/PB	000000	229.18
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-684910	101-4192-425-07	REPAIRS - FIR JIC PLUG-CAP NUT-HEX HD PLG/PH	000000	9.50
01-2994	CHAMBERLIN ARCHITECTS					
		I-11A	101-4192-422	PROFESSIONAL DEADWOOD VISITOR CENTER	000000	16,606.69
01-3377	DAKOTA SECURITY SYSTEMS					
		I-237691	101-4192-422-04	PROFESSIONAL DOOR LOCK DOWN REPAIR/CITYHALL	000000	379.08
		I-238345	101-4192-422-01	PROFESSIONAL SMOKE DETECTOR REP/ADAMS HOUSE	000000	461.66
01-3838	VAST BROADBAND					
		I-112515TELEPHONE/FH	101-4192-428-07	UTILITIES - F PHONE SERVICE 11/24-12/23/15/FH	000000	251.64
		I-20151121	101-4192-428	UTILITIES 11/20-12/19 MM PHONE/INTERNET	000000	136.97
DEPARTMENT 192 PUBLIC BUILDINGS						TOTAL: 21,460.68
01-0290	THOMSON REUTERS - WEST					
		I-833128667	101-4210-422	PROFESSIONAL SUBSCRIPTION - CODIFIED LAWS	000000	92.25
01-0502	FEDERAL EXPRESS CORP.					
		I-5-242-34837	101-4210-422	PROFESSIONAL SHIPPING FEE - POLICE	000000	11.84
01-1424	SOUTHSIDE SERVICE					
		I-43232	101-4210-425	REPAIRS TIRE REPAIR - POLICE	000000	25.00
		I-43310	101-4210-425	REPAIRS WATER PUMP, COOLANT - POLICE	000000	322.99
		I-43336	101-4210-425	REPAIRS BRAKE PADS - POLICE	000000	131.69
01-1725	QUILL CORPORATION					
		C-240742	101-4210-426	SUPPLIES CREDIT - NOTEBOOKS	000000	23.85-
		I-1111284	101-4210-426	SUPPLIES FAX CARTRIDGE	000000	92.99
		I-1133093	101-4210-426	SUPPLIES MISC. SUPPLIES - POLICE	000000	55.82
		I-1239083	101-4210-426	SUPPLIES NOTEBOOKS	000000	16.80
01-1819	DAKOTA BUSINESS CENTER					
		I-IN293227	101-4210-424	RENTALS COPIER MAINTENANCE - POLICE	000000	155.88
DEPARTMENT 210 POLICE						TOTAL: 881.41

PACKET: 03680 12-22-15 COMBINED

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
01-0724	ARMSTRONG EXTINGUISHER	I-142753	101-4221-422	PROFESSIONAL HYDRO TESTING/SCBA BOTTLES	000000	1,160.00
01-0797	TRI AIR TESTING, INC.	I-94103	101-4221-422	PROFESSIONAL ANALYSIS, AMBIENT	000000	363.00
01-1306	SD FIREFIGHTERS ASSN.	I-013116-#812	101-4221-422	PROFESSIONAL MEMBERSHIP DUES - 2016	000000	650.00
01-1844	DANKO EMERGENCY EQUIPME	I-71149	101-4221-425	REPAIRS OUTRIGGER SEAL KIT	000000	64.98
01-2594	DEADWOOD FIRE DEPARTMEN	I-121015	101-4221-427	TRAVEL REIMBS.-SD FIRE INSTRUCT.CONF.	000000	75.00
		I-121015-A	101-4221-422	PROFESSIONAL REIMBS.-LONGEVITY AWARDS	000000	150.00
01-3056	NORTHERN HILLS TECHNOLO	I-11402	101-4221-422	PROFESSIONAL ONLINE BACKUP, ADD'L STORAGE	000000	56.00
01-3170	MED-TECH RESOURCE, INC.	I-49200	101-4221-426	SUPPLIES DEFIB PADZ	000000	310.15
01-3844	KELLY PRINTING SUPPLIES	I-213267	101-4221-422	PROFESSIONAL INK CARTRIDGES	000000	313.90
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 3,143.03
01-0966	PETTY CASH-FINANCE OFFI	I-121615	101-4232-426	SUPPLIES PETTY CASH-BLDG,INSP.POSTAGE	000000	13.92
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 13.92
01-0360	ABC BUSINESS SUPPLY	I-9551	101-4310-426	SUPPLIES PAPER/STREETS	000000	42.00
01-0418	BLACK HILLS PIONEER	I-113015SNOWREMOVAL	101-4310-426	SUPPLIES SNOW REMOVAL REMINDER/STRTS	000000	324.00
01-0561	SD ONE CALL	I-SD15-3644	101-4310-422	PROFESSIONAL NOV 2015 MSGS-FAXES NOTIFY/STR	000000	26.32
01-0598	SUMMIT SIGNS & SUPPLY,	I-47972	101-4310-426	SUPPLIES 12' TELESAR POST 2"X2"/STRTS	000000	288.00
01-1171	A & B BUSINESS SOLUTION	I-IN242301	101-4310-426	SUPPLIES CONTRACT USAGE CHARGES/STRTS	000000	145.14

PACKET: 03680 12-22-15 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0464292	101-4310-425	REPAIRS WASH-NUT-PLUG KIT-LAMPS/STRTS	000000	335.67
		I-06PS0464293	101-4310-425	REPAIRS 3F-5108 BOLT/STREETS	000000	69.50
		I-06PS0464384	101-4310-425	REPAIRS 8R-4269 SHAFT A/STREETS	000000	46.76
01-1406	STRETCH'S GLASS & CUSTO					
		I-I026443	101-4310-425	REPAIRS MIRROR FOR SANDER/STREETS	000000	39.99
01-1506	DALES TIRE & RETREADING					
		I-573074	101-4310-426	SUPPLIES REPLACING TIRES/STREETS	000000	2,354.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-675996	101-4310-426	SUPPLIES RVSL OF CR INV#682994 ON 10/15	000000	21.60
		I-32-684265	101-4310-426	SUPPLIES U JOINT/STREETS	000000	10.76
		I-32-684289	101-4310-426	SUPPLIES 15/16 FRACTIONAL B/STREETS	000000	34.99
		I-32-684318	101-4310-426	SUPPLIES GAS FILTER-HYD FILTER/STREETS	000000	17.82
		I-32-684339	101-4310-426	SUPPLIES (2) CONTACT TIP TWECO/STREETS	000000	10.00
		I-32-684512	101-4310-426	SUPPLIES WELDING HELMET COVER/STREETS	000000	7.14
		I-32-684572	101-4310-426	SUPPLIES AIR FILTER SUBURBAN/STREETS	000000	15.26
		I-32-684584	101-4310-426	SUPPLIES (2) 22" ICE WINTER BLADE/STRTS	000000	45.52
		I-32-684676	101-4310-426	SUPPLIES (6) PRONTO WW GAL/STREETS	000000	17.34
		I-32-684714	101-4310-426	SUPPLIES J-B PLASTICWELD SY/STREETS	000000	4.99
		I-32-684746	101-4310-426	SUPPLIES OIL FILTER/STREETS	000000	28.76
		I-32-684758	101-4310-426	SUPPLIES VOLT REGULATOR/STREETS	000000	39.36
		I-32-684797	101-4310-425	REPAIRS CABIN AIR FILTER/STREETS	000000	40.75
		I-32-684814	101-4310-426	SUPPLIES MECH FASTFIT GLV B/STREETS	000000	26.70
		I-32-684936	101-4310-426	SUPPLIES FLOOR DRY 24Q/STREETS	000000	23.07
		I-32-685334	101-4310-425	REPAIRS ON OFF SPST TOGGLE/STREETS	000000	5.11
		I-32-685353	101-4310-425	REPAIRS BLACK WEATHERSTRIP/STREETS	000000	7.04
		I-32-685433	101-4310-426	SUPPLIES FILTER-LUBE AND AIR/STREETS	000000	66.76
		I-32-685499	101-4310-426	SUPPLIES TERMNT11B-14B/STREETS	000000	17.28
		I-32-685536	101-4310-426	SUPPLIES MAG 15W40 CJ - 4 5/STREETS	000000	572.05
		I-32-685677	101-4310-426	SUPPLIES ELBCT FUEL PUMP/STREETS	000000	37.23
		I-32-685692	101-4310-426	SUPPLIES HTR HOSE-ROTARY HAND PUMP/STRT	000000	81.19
		I-32-685698	101-4310-425	REPAIRS WATER PUMP CHEVY SLVR PU/STRTS	000000	100.84
		I-32-685720	101-4310-425	REPAIRS TEXACO DEX-COOL AF/STREETS	000000	87.54
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-61285	101-4310-425	REPAIRS LIN BATTERY 12V /STREETS	000000	166.10
DEPARTMENT 310 STREETS					TOTAL:	5,155.58
01-1380	WASTE CONNECTIONS, INC.					
		I-119156665	101-4320-422	PROFESSIONAL RESIDENTIAL SERVICE-DUMPS/REC	000000	6,601.30
DEPARTMENT 320 SANITATION					TOTAL:	6,601.30

PACKET: 03680 12-22-15 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-43746	101-4520-426	SUPPLIES TIRES-DISMOUNT-MOUNT/PARKS	000000	203.50
		I-1-43748	101-4520-425	REPAIRS MOUNT-BALANCE TIRES/PARKS	000000	66.00
		I-1-43749	101-4520-426	SUPPLIES TIRES-DISMOUNT-MOUNT/PARKS	000000	856.00
01-0723	NORTHERN TRUCK EQUIPMEN					
		I-RC4748	101-4520-434	MACHINERY/EQU TOMMY GATE-LIFT GATE/PARKS	000000	3,226.00
01-0782	JACOBS PRECISION WELDIN					
		I-22496	101-4520-433	IMPROVEMENTS 8' 3/16" X 6" FLAT BAR/PARKS	000000	25.20
01-1502	BLACK HILLS CHEMICAL					
		I-092560	101-4520-426	SUPPLIES SNO FLOW ICE MELT/PARKS	000000	243.77
		I-092744	101-4520-426	SUPPLIES LATEX POWDER FREE GLOVES/PARKS	000000	39.75
		I-093173	101-4520-426	SUPPLIES GLS,FLR CLEAN-KLEENEX/PARKS	000000	208.14
		I-093174	101-4520-426	SUPPLIES HND SANITIZ-TISSUE-TOWEL/PARKS	000000	229.18
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-684195	101-4520-426	SUPPLIES FUEL FILTER-OIL FILTER/PARKS	000000	20.30
		I-32-684217	101-4520-426	SUPPLIES OIL BATH SEAL/PARKS	000000	33.89
		I-32-685072	101-4520-426	SUPPLIES 12-10 AWG VINYL/PARKS	000000	2.60
01-1831	POWERPLAN					
		I-P00059	101-4520-426	SUPPLIES M119390 RIM/PARKS	000000	161.49
01-3704	GARDNER CONSTRUCTION					
		I-502	101-4520-433-02	CIP - SHERMAN BALLFIELD CONC STAND EXCAV/PKS	000000	2,500.00
					DEPARTMENT 520 PARKS	TOTAL: 7,815.82
01-1189	GREEN, SHEREE					
		I-2015-01	101-4640-422	PROFESSIONAL P&Z MEETINGS JUN-DEC 2015	000000	100.00
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 100.00
					FUND 101 GENERAL FUND	TOTAL: 64,194.52

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-0124	TRIDLE, JOHN					
		I-14182	KUDOSPORTS	209-4510-426	SUPPLIES	{60} BASKETBALLS RUBBER/REC
					000000	417.75
01-0418	BLACK HILLS PIONEER					
		I-113015	COMMPAGESREC	209-4510-423	PUBLISHING	COMMUNITY PAGES SPONSOR/REC
					000000	10.00
01-1038	PUSH-PEDAL-PULL					
		I-154311		209-4510-425	REPAIRS	REPL WALK BELT BREAKER/REC CEN
					000000	231.00
01-1380	WASTE CONNECTIONS, INC.					
		I-119156665		209-4510-426	SUPPLIES	RESIDENTIAL SERVICE-DUMPS/REC
					000000	65.00
01-1725	QUILL CORPORATION					
		I-1181967		209-4510-426	SUPPLIES	SHEET PROTECTORS
					000000	25.08
01-2110	POOL & SPA CENTER					
		I-SER749513-1		209-4510-425	REPAIRS	RESET UNIT-CLEAN METER ASY/REC
					000000	118.75
01-3346	REGIONAL HEALTH					
		I-150898C2296		209-4510-422	PROFESSIONAL	TESTING
					000000	25.00
				DEPARTMENT 510	REC CENTER	
					TOTAL:	892.58

				FUND	209	BED & BOOZE FUND
					TOTAL:	892.58

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PACKET: 03680 12-22-15 COMBINED

VENDOR SET: 01

FUND : 214 BID #7-OCCUPANCY TAX

DEPARTMENT: 630 BID #7

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-120315	214-4630-423	MARKETING	BILL LIST-BID 7 REVITALIZATION 000000	11,651.99
DEPARTMENT 630 BID #7						TOTAL: 11,651.99
FUND 214 BID #7-OCCUPANCY TAX						TOTAL: 11,651.99

PACKET: 03680 12-22-15 COMBINED

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-12315	215-4572-210	VISITOR MGMT MARKETING 11/10-12/03/15	000000	6,004.23
01-1182	MACROVISION	I-2015-54	215-4572-235	VISITOR MGMT DESIGN 2016 COMMUNITY CALENDER	000000	500.00
01-3558	DEADWOOD HISTORY, INC.	I-20151123	215-4572-235	VISITOR MGMT PUBLIC EDUCATION	000000	8,789.41
01-3930	LEE STREET STATION	I-201511	215-4572-235	VISITOR MGMT CLG Summit	000000	265.50
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 15,559.14
01-0451	RUNGE, MIKE	I-20151215	215-4573-335	HIST. INTERP. 1929 ADVERTISEMENT/ POSTCARD	000000	28.08
01-2007	JULIN, SUZANNE	I-20151201	215-4573-335	HIST. INTERP. RIDLEY & JIM PHILLIPS COMPLETE	000000	1,300.00
01-2014	TOMS, DON	I-BOOK 20 LTRS	215-4573-335	HIST. INTERP. BOOK 20 LETTERS	000000	630.00
01-2266	MONTANA HISTORICAL SOCI	I-23999	215-4573-335	HIST. INTERP. BOOKS	000000	76.84
01-3130	MIDWEST ART CONSERVATIO	I-14705	215-4573-335	HIST. INTERP. CONSERVATION SERVICES	000000	11,350.00
01-3812	SOUTH DAKOTA HISTORICAL	I-5081	215-4573-335	HIST. INTERP. DIAZO MICROFILM	000000	2,436.85
		I-5082	215-4573-335	HIST. INTERP. DIAZO MICROFILM	000000	1,876.10
01-3927	UI ANTHROPOLOGY LAB-AAC	I-112315	215-4573-335	HIST. INTERP. OPIUM PIPE TRANSLATION SERVICES	000000	2,400.00
01-3929	AKIN CONSULTING	I-12415	215-4573-335	HIST. INTERP. ASIAN COINS ANALYSIS	000000	500.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 20,597.87
01-0578	TWIN CITY HARDWARE & LU	I-D333221	215-4575-525	GRANT/LOAN PA 37 SHERMAN - KEN GRIENGER	000000	73.98
		I-D333299	215-4575-525	GRANT/LOAN PA 37 SHERMAN ST - KEN GIENGER	000000	81.97
		I-D333572	215-4575-525	GRANT/LOAN PA 33 1/2 JACKSON - JULIUS	000000	101.97
		I-D333681	215-4575-525	GRANT/LOAN PA 629 MAIN - CELEBRITY HOTEL	000000	73.98
		I-D334026	215-4575-525	GRANT/LOAN PA 16 PARK - SHEPHERD	000000	41.94

PACKET: 03680 12-22-15 COMBINED

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-D334081	215-4575-525	GRANT/LOAN PA 316 WILLIAMS - BALKENHOL	000000	39.99
		I-E41562	215-4575-525	GRANT/LOAN PA 31 JACKSON - PEHRSON	000000	37.69
		I-E43356	215-4575-525	GRANT/LOAN PA 16 PARK - SHEPHERD	000000	123.97
		I-E43517	215-4575-525	GRANT/LOAN PA 318 WILLIAMS - BALKENHOL	000000	224.91
		I-E43647	215-4575-525	GRANT/LOAN PA 318 WILLIAMS - BALKENHOL	000000	129.96
		I-E43945	215-4575-525	GRANT/LOAN PA 33 JACKSON - TROUTON	000000	36.99
01-0776	ALBERTSON ENGINEERING,					
		I-9671	215-4575-515	GRANT/LOAN RE 2014-260H JS 84 VAN BUREN RW	000000	937.50
		I-9696	215-4575-515	GRANT/LOAN RE 2014-314H JS 10 HARRISON RW	000000	788.30
01-1219	BROKEN BOOT GOLD MINE,					
		I-20151130	215-4575-510	GRANT/LOAN NO 2015 NOT FOR PROFIT GRANT	000000	15,262.44
01-1225	CAI CONSTRUCTION, LLC					
		I-RW APP 3	215-4575-515	GRANT/LOAN RE 10 HARRISON RW CONRAD	000000	17,932.50
01-1436	CITY OF LEAD					
		I-20151125	215-4575-520	GRANT/LOAN PR 2015 OUTSIDE DEADWOOD GRANT	000000	22,500.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA TOTAL:						58,388.09
01-2394	GUNDERSON, PALMER, NELS					
		I-64160	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	247.50
01-2994	CHAMBERLIN ARCHITECTS					
		I-11B	215-4576-600	PROFES. SERV. CHAMBERLIN ARCHITECTS	000000	16,606.69
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						16,854.19
01-0360	ABC BUSINESS SUPPLY					
		I-9598	215-4577-760	CAPITAL ASSET (10) 17A21/DLED30 BULBS/STRTS	000000	220.00
01-0547	M&M SANITATION					
		I-29359	215-4577-795	CAPITAL ASSET TOILET RENTAL/FIREWISE	000000	110.00
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D6276	215-4577-795	CAPITAL ASSET FIRE SUPPRESSION/FIREWISE	000000	6,329.93
01-3549	VICTOR STANLEY, INC.					
		I-S133114	215-4577-750	CAPITAL ASSET BIKE RACKS	000000	5,860.00
01-3785	TALLGRASS					
		I-2015-113	215-4577-810	CAPITAL ASSET POWER HOUSE PARK	000000	1,080.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS TOTAL:						13,599.93

PACKET: 03680 12-22-15 COMBINED

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	I-C132987	216-1310	DUE FROM OTHE WORK DONE 16 PARK SHEPHERD	000000	2,123.09
01-1191	UMENTHUM, KEITH	I-407413	216-1310	DUE FROM OTHE WORK DONE 771 MAIN TUCKER INN	000000	75.00
01-2775	TURNBULL & SONS	I-2015126	216-1310	DUE FROM OTHE WORK DONE 1 FOREST BERG	000000	384.00
01-3833	SABO, DENNIS & BRENDA	I-2015129	216-1310	DUE FROM OTHE WORK DONE 152 CHARLES SABO	000000	6,095.00
01-3906	LEWIS, TRACY	I-457671644	216-1310	DUE FROM OTHE WORK DONE 512 CLIFF LEWIS	000000	4,170.01
01-3921	SHEPHERD, LANNY	I-2015129	216-1310	DUE FROM OTHE WORK DONE 16 PARK SHEPHERD	000000	3,000.00
01-3931	3 PEARL STREET LLC CONS	I-20151115	216-1310	DUE FROM OTHE WWORK DONE 16 PARK SHEPHERD	000000	3,192.33
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	19,039.43
01-1496	LAWRENCE CO. REGISTER O	I-2015129	216-4653-960	CLOSING CO RECORDING FEE 1 FOREST BERG	000000	30.00
01-2857	NEIGHBORHOOD LENDING SE	I-2015127	216-4653-422	PROFESSIONAL SERVICE CONTRACT 9/28-11/21/15	000000	12,396.25
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	12,426.25
				FUND 216 REVOLVING LOAN	TOTAL:	31,465.68

PACKET: 03690 12-22-15 COMBINED

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0561	SD ONE CALL	I-SD15-3644	602-4330-422	PROFESSIONAL NOV 2015 MSGS-FAXES NOTIFY/STR	000000	26.32
01-0841	TSP, INC.	I-0049905	602-4330-433-01	CIP-HIWAY 85 HWY 85 DOT PROJECT/WATER	000000	1,297.05
01-0966	PETTY CASH-FINANCE OFFI	I-121615	602-4330-426	SUPPLIES PETTY CASH-WATER DEPT.POSTAGE	000000	3.54
01-1096	SD RURAL WATER	I-9524	602-4330-422	PROFESSIONAL ANNUAL DUES-CLS B MEMBER/WATER	000000	500.00
01-1374	BUTLER MACHINERY COMPAN	I-06PS0464081	602-4330-425	REPAIRS 1U-3202 TIP S/WATER	000000	77.96
01-1404	SD WATER & WASTEWATER A	I-12-11-15 BOB NELSON	602-4330-426	SUPPLIES SDWWA MEMBER RENEW/WATER	000000	10.00
		I-12-11-15 DONOVAN	602-4330-426	SUPPLIES SDWWA MEMBER RENEW/WATER	000000	10.00
		I-12-11-15 KEN ALLEN	602-4330-426	SUPPLIES SDWWA MEMBER RENEW/WATER	000000	10.00
		I-12-11-15 RANDY PFARR	602-4330-426	SUPPLIES SDWWA MEMBER RENEW/WATER	000000	10.00
		I-12-11-15 SCOTT REIF	602-4330-426	SUPPLIES SDWWA MEMBER RENEW/WATER	000000	10.00
01-1491	RENNER, DONOVAN	I-63665	602-4330-425	REPAIRS CLUTCH, ELEC SHEAVE/WATER	000000	506.48
01-1653	STURDEVANT'S AUTO PARTS	I-32-684390	602-4330-425	REPAIRS BLACKTR FRONT 40/20/40/WATER	000000	135.00
		I-32-684644	602-4330-426	SUPPLIES 30 AMP AGC FUSE/WATER	000000	1.49
01-1827	MS MAIL & MARKETING	I-7685	602-4330-426	SUPPLIES WATER BILLS PERF PAPER	000000	140.00
		I-7734	602-4330-426	SUPPLIES CITY NEWSLETTER	000000	257.67
01-3076	SD DENR	I-120415DONOVAN RENNE	602-4330-426	SUPPLIES BD OF OPER CERT RENEWAL/WATER	000000	12.00
		I-120415KEN ALLEN	602-4330-426	SUPPLIES BD OF OPER CERT RENEWAL/WATER	000000	12.00
		I-120415RANDY PFARR	602-4330-426	SUPPLIES BD OF OPER CERT RENEWAL/WATER	000000	12.00
		I-120415SCOTT REIF	602-4330-426	SUPPLIES BD OF OPER CERT RENEWAL/WATER	000000	12.00
01-3818	OPTEDAL CONSTRUCTION, I	I-121515PAYREQ#8	602-4330-433-01	CIP-HIWAY 85 HWY 85 DOT PROJECT/WATER	000000	17,685.20
01-3934	POLLARD WATER	I-0030864	602-4330-425	REPAIRS MTR SPORTSTER HYD 3/WATER	000000	1,117.76
DEPARTMENT 330 WATER						TOTAL: 21,846.47
FUND 602 WATER FUND						TOTAL: 21,846.47

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PACKET: 03680 12-22-15 COMBINED

VENDOR SET: 01

FUND : 607 MT MORIAH CEMETERY OPERAT

DEPARTMENT: 580 MT. MORIAH

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0966	PETTY CASH-FINANCE OFFI					
		I-121615	607-4580-426	SUPPLIES	PETTY CASH-MT.MORIAH SUPPLIES 000000	4.93
DEPARTMENT 580 MT. MORIAH TOTAL:						4.93

FUND 607 MT MORIAH CEMETERY OPERATTOTAL:						4.93

PACKET: 03680 12-22-15 COMBINED

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0966	PETTY CASH-FINANCE OPFI					
		I-121615	610-4360-422	PROFESSIONAL PETTY CASH - ABAND.TITLE FEES	000000	15.00
01-1827	MS MAIL & MARKETING					
		I-7721	610-4360-422	PROFESSIONAL TAXI CAB DECALS - 2016	000000	100.00
01-2620	FIRST BAPTIST CHURCH					
		I-120715	610-4360-422	PROFESSIONAL 2016 PARKING LOT LEASE	000000	3,600.00
01-3712	PASSPORT PARKING, INC.					
		I-2625	610-4360-422	PROFESSIONAL MOBILE PAY - METERS	000000	23.50
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						3,738.50
01-0360	ABC BUSINESS SUPPLY					
		I-9438	610-4361-426	SUPPLIES DESK PAD, CALENDAR - TROLLEY	000000	29.71
01-0467	CULLIGAN OF THE NORTHER					
		I-74694	610-4361-426	SUPPLIES SOFTENER RENTAL - POLICE	000000	22.00
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-43680	610-4361-426	SUPPLIES TIRE REPAIR - TROLLEY	000000	45.00
		I-1-43741	610-4361-425	REPAIRS REPLC TENSIONER, S.BELT-TROLLEY	000000	569.98
01-1348	EDDIE'S TRUCK CENTER, I					
		I-R201005864:01	610-4361-425	REPAIRS TROLLEY REPAIR / ENGINE	000000	7,586.29
01-1424	SOUTHSIDE SERVICE					
		I-43383	610-4361-426	SUPPLIES 4 TIRES - TROLLEY #154	000000	1,240.00
		I-43388	610-4361-426	SUPPLIES 4 TIRES - TROLLEY #153	000000	1,240.00
01-1503	BLACK HILLS SPECIAL SER					
		I-3647	610-4361-422	PROFESSIONAL TROLLEY CLEANING - NOV.	000000	1,170.00
01-1543	ZEP SALES & SERVICE					
		I-9002005077	610-4361-426	SUPPLIES ZEP SPREE	000000	109.90
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-684132	610-4361-426	SUPPLIES HYDRAULIC FILTER	000000	17.78
		I-32-684165	610-4361-426	SUPPLIES HEATER HOSES, PRONTO FLUIDS	000000	38.98
		I-32-684406	610-4361-426	SUPPLIES BREAKER BAR	000000	51.99
		I-32-684645	610-4361-426	SUPPLIES HYDRAULIC FILTER, OIL	000000	145.91
		I-32-685186	610-4361-426	SUPPLIES SPRAY PAINT CANS	000000	58.54
		I-32-685346	610-4361-426	SUPPLIES 55 GAL DIESEL	000000	149.99
01-3654	SPEARFISH AUTO SUPPLY					
		C-987857	610-4361-426	SUPPLIES CREDIT FOR MASKING TAPE	000000	101.70-
		I-987676	610-4361-426	SUPPLIES MASKING TAPE, LAMPS, BULBS	000000	205.72

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PACKET: 03680 12-22-15 COMBINED

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3654	SPEARFISH AUTO SUPPLY	continued				
		I-987828	610-4361-426	SUPPLIES GUARDS	000000	22.47
		I-987854	610-4361-426	SUPPLIES GROMMET, BATTERIES	000000	20.43
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						12,622.99

FUND 610 PARKING/TRANSPORTATION TOTAL:						16,361.49

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PACKET: 03680 12-22-15 COMBINED

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0966	PETTY CASH-FINANCE OFFI					
		I-121615	611-4362-426	SUPPLIES	PETTY CASH - PKNG RAMP SUPPLY 000000	2.68
			DEPARTMENT 362	MAIN STREET RAMP	TOTAL:	2.68
			FUND	611	MAIN STREET RAMP	TOTAL: 2.68

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03680 12-22-15 COMBINED

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
01-0547	M&M SANITATION					
		I-29360	701-4324-426	SUPPLIES TOILET RENTAL-REMOVAL/TCDUMP	000000	130.00
01-1933	NEW DEAL TIRE					
		I-1433	701-4324-422	PROFESSIONAL TIRE DISPOSAL 10.89 TON/TCDUMP	000000	2,395.80
			DEPARTMENT 324	RUBBLE SITE	TOTAL:	2,525.80
			FUND 701	RUBBLE SITE	TOTAL:	2,525.80

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PACKET: 03680 12-22-15 COMBINED

VENDOR SET: 01

FUND : 721 TIF #5 B.Y. DEVELOPMENT

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3673	LIBERTY NATIONAL BANK					
		I-113015	721-4000-429	OTHER TIFD PAYMENT	000000	111.63
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						111.63

FUND 721 TIF #5 B.Y. DEVELOPMENT TOTAL:						111.63

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PACKET: 03680 12-22-15 COMBINED

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-121515	723-4000-429	OTHER CITY SLOTS - PYMT 6, YR 1	000000	27,443.18
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	27,443.18
			FUND	723 NICKEL SLOT PAYMENT AGENCY	TOTAL:	27,443.18
					REPORT GRAND TOTAL:	303,974.70



An Independent Licensee of the Blue Cross and Blue Shield Association.

1601 West Madison
Sioux Falls, South Dakota 57104

Group Statement

Membership Services
1-800-831-4818
www.wellmark.com

ATTN: RONDA MORRISON
CITY OF DEADWOOD
102 SHERMAN STREET
DEADWOOD, SD 57732

81409-0000	02 SD10	1
01/01/16 - 02/01/16	12/11/15	

Account Key: 00033830

PLEASE PAY BY 01/01/16

We must receive your payment on or before the due date or benefits will not be paid for the members of your group.

Prior Amount Billed	41,002.20	Net Balance	0.00
Payment Received 11/23	(41,002.20)	Retro Health Premiums*	(485.75)
Outstanding Late Fees	0.00	Current Health Premium*	40,516.45
Late Fee Adjustment	0.00	Total Amount Due	\$ 40,030.70
Late Fees Paid	0.00		
Net Balance	\$ 0.00		

Pay: \$ 40,205.83 if paying after 01/05

*The premium includes the Health Insurer Fee and Transitional Reinsurance Fee imposed on health plans and carriers pursuant to ACA beginning Jan. 1, 2014.

Note: ACA Fees are assessed to Wellmark annually but billed by Wellmark on a monthly basis

Inv # 13586

See reverse side for payment options.

81409-0000	02 SD10
01/01/16 - 02/01/16	01/01/16
	\$ 40,030.70

Pay: \$ 40,205.83 if paying after 01/05

ATTN: RONDA MORRISON
CITY OF DEADWOOD
102 SHERMAN STREET
DEADWOOD, SD 57732

Sales & Use Tax Return

12-21-15 Add'l Bill
South Dakota

1018-0924-ST
MUNICIPAL UTILITIES
CITY OF DEADWOOD
102 SHERMAN ST
DEADWOOD, SD 57732-1309
Confirmation Number: 110090125724645522

Department of Revenue

Reporting Period: 11/2015

Return Due: 12/23/2015

A. Sales and Use Tax				Rate	Tax Due	
1. Gross Sales					\$48,191.47	
2. Use Taxable					\$0.00	
3. Non-Taxable Sales					\$0.00	
4. Special Jurisdictions (Indian Country, Reservations)						
5. State Sales and Use Tax					\$48,191.47	4.00%
						\$1,927.66
B. City Tax						
City	Taxable	Code	Rate	Taxable	Code	Rate
Deadwood	\$41,631.72	093-2	2.00%	\$9,086.14	093-1	1.00%
						\$923.49
Total City Tax Due						\$923.49
C. Tourism Tax						
D. Other Taxes						
E. Totals						
Total Tax Due						\$2,851.15
Allowance						\$42.77
Total Due						\$2,808.38

12-21-15
60

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
DEADWOOD AREA CHAMBER OF COMMERCE AND VISITORS BUREAU**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and DEADWOOD AREA CHAMBER OF COMMERCE AND VISITORS BUREAU, A South Dakota non-profit corporation, with its principal place of business located at 767 Main Street, Deadwood, SD 57732, hereinafter referred to as "CHAMBER,"

WHEREAS, the parties have agreed that CHAMBER shall provide marketing, application assistance, facilities coordination and management services for the CITY'S Event Complex for 2016; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which CHAMBER shall provide the services set forth above; and

WHEREAS, the CITY has accepted the proposal from CHAMBER and provides compensation in an amount not to exceed Twenty-two Thousand Four Hundred Twenty-five and no/100s Dollars (\$22,425.00).

The parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CHAMBER shall provide facilities management and marketing services for the Deadwood Event Complex as described below for the 2016 calendar year, beginning January 1, 2016 and ending December 31, 2016;
3. CHAMBER shall provide marketing services for the marketing of the Deadwood Event Complex, including, but not limited to: marketing expertise; create/develop/update website; marketing plan; printed marketing pieces; and a quarterly written report regarding activities and results.

4. CHAMBER shall provide rental application assistance for the Deadwood Event Complex, including but not limited to: assistance to applicants; review of application for completeness; ensure necessary fees are submitted with application; respond to applicant inquiries; present application and event details to Safety Committee and City Commission;
5. CITY will provide checklist to applicant which may include a background check if desired by CITY and/or CHAMBER.
6. CITY's representative will contact applicant regarding approval or denial of the application.
7. CITY representative will handle any complaints, concerns or questions regarding denial of an application and will determine if applicant can re-apply.
8. CHAMBER reserves the right to recommend denial of certain applications it deems unfit.
9. CHAMBER shall act as: primary contact for inquiries on usage of Deadwood Event Complex, and for user during events; liaison to CITY for coordination of master calendar for entire complex; and primary contact with concessionaire as to events requiring concessionaire services.
10. CITY will provide CHAMBER with a list of on-call CITY personnel during event times.
11. As part of its event complex management, CHAMBER shall: conduct a walk-through with the applicant prior to the event to document conditions; conduct a walk-through with the applicant after the event to document condition of the premises; document any damage, ordinance violations and other issues and report to CITY; and assist user in exit procedure to receive deposits paid.
12. Either party may terminate this agreement by providing the other party with thirty (30) days' notice, in writing, and served upon the other party;
13. CHAMBER shall indemnify, defend and hold CITY harmless from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expenses including attorney fees arising out of or in connection with any conduct or work of CHAMBER as set forth in this agreement;
14. CHAMBER shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
15. In the event of significant changes to the scope of services or changes in the services provided that require additional hours and are subject to price changes,

CHAMBER shall provide notice and estimates to CITY for review and potential approval. By no means shall additional expenses be incurred on behalf of CITY unless agreed to in writing by both CITY and CHAMBER;

16. 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 _____, 2015.

CITY OF DEADWOOD

By: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2015.

DEADWOOD AREA CHAMBER OF COMMERCE AND
VISITORS BUREAU

By: _____

Its: President

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

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

12-21-15
6 D

December 21, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Mickelson Trail Lights

SUMMARY

Recently it was brought to our attention that there were some possible safety issues with the wiring for our Mickelson Trail lighting system. We subsequently de-energized our entire trail lighting system for safety concerns. After consulting with an electrical engineer, it was determined that we needed to put GFI breakers in the service panels to protect from possible electrical shock if conditions of the underground conduits deteriorated and failed as a ground for the system. It was also determined that we would need lighting contactors installed to prevent the new GFI breakers from causing nuisance trips when the photo cells would de-energize the lights.

RECOMMENDATION

It is my recommendation that the Commission hire Deadwood Electric to supply and install the necessary electrical equipment for \$2,629.75.

CITY OF
DEADWOOD
PUBLIC WORKS DEPARTMENT
67 Dunlop Avenue
Deadwood, South Dakota 57732
Phone (605) 578-3082 • Fax (605) 578-3101

2-2-15
6E

December 21, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

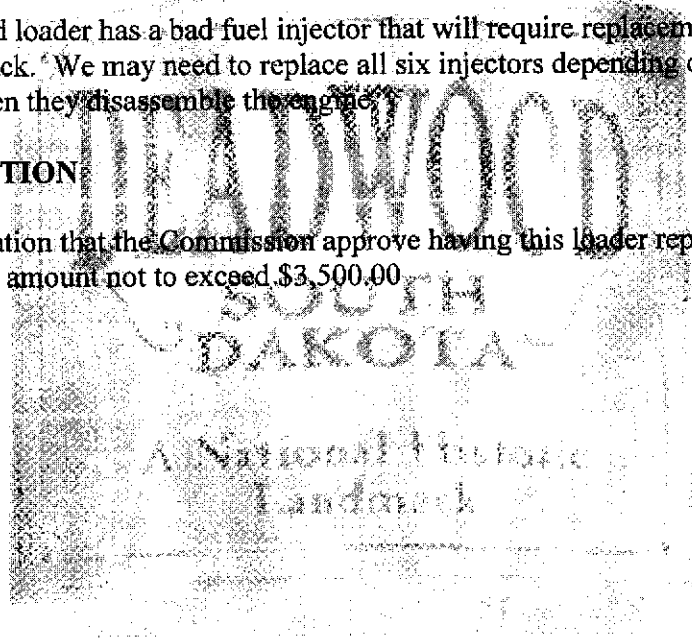
Subject: Repairs to the Smaller Front End Loader

SUMMARY

Our smaller front end loader has a bad fuel injector that will require replacement of the injector and a new injector rack. We may need to replace all six injectors depending on what Butler Machinery finds when they disassemble the engine.

RECOMMENDATION

It is my recommendation that the Commission approve having this loader repaired by Butler Machinery Co. for an amount not to exceed \$3,500.00.



12-21-15
6G

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty Second day of December in the year Two Thousand Fifteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Deadwood
102 Sherman Street
Deadwood, South Dakota 57732

and the Contractor:

(Name, legal status, address and other information)

Ainsworth-Benning Construction, Inc.
P.O. Box 40
Spearfish, South Dakota 57783

for the following Project:

(Name, location and detailed description)

Deadwood Lower Main Parking Lot and Welcome Center
501 Main Street
Deadwood, SD 57732

The Architect:

(Name, legal status, address and other information)

Chamberlin Architects
725 St. Joseph St.
Ste. B1
Rapid City, SD 57701

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

| N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

| § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than the dates as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work
Parking Lot in "North Phase":
Remainder of Work:

Substantial Completion Date
July 25th, 2016
May 15th, 2017

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

If the work is not substantially complete on or before the date of Substantial Completion, or extension thereof granted by the Owner, the Contractor shall pay to the Owner liquidated damages in the sum of One Thousand Dollars (\$1,000) for each calendar day of delay. Any sums that may be due the Owner as liquidated damages may be deducted from any monies due or to become due the Contractor under the Contract or may be collected from the Contractor's surety.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million Three Hundred Seven Thousand Four Hundred Fifty Dollars (\$ 6,307,450.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
1. Overexcavation	2150 Cubic Yards (CY)	Seven Dollars (\$7.00)
2. Geogrid	6500 Square Yards (SY)	Three Dollars (\$3.00)
3. 12" Stabilization Rock	2600 Ton	Thirty Four Dollars (\$34.00)
4. Civil Waste Material Removal	500 CY	Nine Dollars (\$9.00)
5. Thin Stone Veneer	Per Drawings (SF)	Fifty Two Dollars (\$52.00)
6. Wood Railings	Per Drawings (LF)	Fifty One Dollars (\$51.00)
7. Autumn Blaze Slate Mulch	Per Drawings (SF)	Three Dollars (\$3.00)

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the tenth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty one (21) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

The amount retained shall be 10% until 50% of the Work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Architect certifies that the Work is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter, when the progress of the Work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of Work completed.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☒ Litigation in a court of competent jurisdiction, and venued in Lawrence County, South Dakota

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:
(Name, address and other information)

Kelly Fuller, Police Chief
City of Deadwood
100 Sherman St.
Deadwood, SD 57732
(605) 578-2623

§ 8.4 The Contractor's representative:
(Name, address and other information)

Leigh Moser
Ainsworth-Benning
345 Industrial Drive
Spearfish, SD 57783
(605) 642-4716

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

"Deadwood Lower Main Welcome Center" Project Manual, Volumes 1 and 2, dated October 19, 2015

Section	Title	Date	Pages
See Table of Contents			

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

"Deadwood Lower Main Parking Lot and Welcome Center" Construction Drawings, dated October 19, 2015

Number	Title	Date
See Drawing Index		

§ 9.1.6 The Addenda, if any:

Init.

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User Notes:

(1212503599)

Number	Date	Pages
1	11/02/2015	11
2	11/17/2015	43
3	11/25/2015	25
4	11/30/2015	4
	12/01/2015	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Bid Form (Submitted by Contractor with bid package)
Unit Price Form (Submitted by Contractor with bid package)
Bid Bond (Submitted by Contractor with bid package)
Payment and Performance Bond
AIA Document A201-2007 General Conditions

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Payment and Performance Bond	\$6,307,450.00

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Additions and Deletions Report for **AIA[®] Document A101[™] – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:58:29 on 12/17/2015.

PAGE 1

AGREEMENT made as of the Twenty Second day of December in the year Two Thousand Fifteen

...

City of Deadwood
102 Sherman Street
Deadwood, South Dakota 57732

...

Ainsworth-Benning Construction, Inc.
P.O. Box 40
Spearfish, South Dakota 57783

...

Deadwood Lower Main Parking Lot and Welcome Center
501 Main Street
Deadwood, SD 57732

...

Chamberlin Architects
725 St. Joseph St.
Ste. B1
Rapid City, SD 57701

PAGE 2

N/A

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~()~~ days from the date of commencement, or the dates as follows:

PAGE 3

<u>Parking Lot in "North Phase":</u>	<u>July 25th, 2016</u>
<u>Remainder of Work:</u>	<u>May 15th, 2017</u>

...

If the work is not substantially complete on or before the date of Substantial Completion, or extension thereof granted by the Owner, the Contractor shall pay to the Owner liquidated damages in the sum of One Thousand Dollars (\$1,000) for each calendar day of delay. Any sums that may be due the Owner as liquidated damages may be deducted from any monies due or to become due the Contractor under the Contract or may be collected from the Contractor's surety.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million Three Hundred Seven Thousand Four Hundred Fifty Dollars (\$6,307,450.00), subject to additions and deductions as provided in the Contract Documents.

...

1. <u>Overexcavation</u>	<u>2150 Cubic Yards (CY)</u>	<u>Seven Dollars (\$7.00)</u>
2. <u>Geogrid</u>	<u>6500 Square Yards (SY)</u>	<u>Three Dollars (\$3.00)</u>
3. <u>12" Stabilization Rock</u>	<u>2600 Ton</u>	<u>Thirty Four Dollars (\$34.00)</u>
4. <u>Civil Waste Material Removal</u>	<u>500 CY</u>	<u>Nine Dollars (\$9.00)</u>
5. <u>Thin Stone Veneer</u>	<u>Per Drawings (SF)</u>	<u>Fifty Two Dollars (\$52.00)</u>
6. <u>Wood Railings</u>	<u>Per Drawings (LF)</u>	<u>Fifty One Dollars (\$51.00)</u>
7. <u>Autumn Blaze Slate Mulch</u>	<u>Per Drawings (SF)</u>	<u>Three Dollars (\$3.00)</u>

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the tenth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty one (21) days after the Architect receives the Application for Payment.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

...

The amount retained shall be 10% until 50% of the Work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Architect certifies that the Work is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter, when the progress of the Work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of Work completed.

PAGE 5

[X] Litigation in a court of competent jurisdiction, and venue in Lawrence County, South Dakota

PAGE 6

Kelly Fuller, Police Chief
City of Deadwood
100 Sherman St.
Deadwood, SD 57732
(605) 578-2623

...

Leigh Moser
Ainsworth-Benning
345 Industrial Drive
Spearfish, SD 57783
(605) 642-4716

...

N/A

...

"Deadwood Lower Main Welcome Center" Project Manual, Volumes 1 and 2, dated October 19, 2015

...

See Table of Contents

...

"Deadwood Lower Main Parking Lot and Welcome Center" Construction Drawings, dated October 19, 2015

...

See Drawing Index

PAGE 7

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<u>4</u>	<u>11/30/2015</u>	<u>4</u>
	<u>12/01/2015</u>	<u>1</u>

...

Bid Form (Submitted by Contractor with bid package)
Unit Price Form (Submitted by Contractor with bid package)
Bid Bond (Submitted by Contractor with bid package)
Payment and Performance Bond
AIA Document A201-2007 General Conditions

...

Payment and Performance Bond \$6,307,450.00

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brad Burns, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:58:29 on 12/17/2015 under Order No. 8688676989_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

12-21-15
6H

MOTOR VEHICLE PARKING 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 SILVERADO, with a record address of 709 Main, Deadwood, SD 57732, hereinafter referred to as "SILVERADO."

CITY and SILVERADO agree that SILVERADO shall rent a total of five (5) spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles located at Lot A, Block 20 of the Original Townsite of the City of Deadwood, also known as the City Parking Lot, as set forth within the following terms and conditions:

I.

The term of this lease shall be thirty-six (36) months. Commencing January 1, 2016, through December 31, 2018, the parties acknowledge and agree SILVERADO, 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 City Parking Lot, SILVERADO agrees to pay to CITY as rent the sum of Two Hundred Five Dollars (\$205.00) for each parking space, plus six percent (6%) sales tax, for a total of One Thousand Twenty-five and no/100ths Dollars (\$1,025.00) per month for the thirty-six (36) months of this lease due and payable on or before the 1st day of January, 2016, and on the first day of each following month through December 31, 2018.

The parties acknowledge that the rent to be paid for this lease is a rental amount a thirty-six (6) month period, and that SILVERADO is obligating itself to pay these parking fees per space per month for such period without regard to whether or not SILVERADO 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 fifteen (15) 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 fifteen (15) days overdue, CITY shall cause access cards to be turned off so that SILVERADO shall not have access to the parking spaces referenced above, until such time as the account is made current. SILVERADO agrees it is entitled to no further notice under this section.

III.

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

IV.

SILVERADO agrees that it shall not have the right to sublet all or part of the nine (9) parking spaces or assign this lease.

V.

SILVERADO agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. SILVERADO 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. SILVERADO further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that SILVERADO 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 SILVERADO'S vehicles or its contents while parking in the City Parking Lot. SILVERADO agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the City Parking Lot at its own risk and responsibility.

VI.

SILVERADO shall be responsible for and shall pay the maintenance costs of the leased spaces, including but not limited to snow removal.

VII.

SILVERADO 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 SILVERADO, and against any loss, damage, or expense resulting from injury to SILVERADO.

VIII.

This lease may be renewed at the expiration of its initial term for an additional like term. Either SILVERADO 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 ____ day of _____, 2015.

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
Finance Officer

Dated this ____ day of _____, 2015.

SILVERADO

By: _____
Its. General Manager

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2015, before me the undersigned officer, personally appeared _____, who acknowledged himself to be the General Manager of SILVERADO and that such Manager, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation himself as General Manager.

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

Notary Public, South Dakota

(SEAL)

My Commission Expires: _____

12-21-15
8A

**NOTICE OF PUBLIC HEARING
FOR NEW YEARS EVE BALL DROP**

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 December 21, 2015, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Request:

Main Street closure from Pine Street to Lee Street from 11:50 p.m. on December 31, 2015, to 12:10 a.m. on January 1, 2016 for the New Year's Eve Ball Drop at the Franklin Hotel.

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

Dated this 7th day of December, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: December 10, 2015

12-21-15
8B

**NOTICE OF PUBLIC HEARING
FOR DEADWOOD'S ANNUAL TAILGATE PARTY**

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 December 21, 2015 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:

Relaxation of Open Container:

Sunday February 7, 2016: Main Street from Four Aces to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to Sherman Street from 12:00 p.m. to 5:00 p.m.

Special Alcohol License

For Sunday February 7, 2016.

Use of Interpretive Lot:

Sunday, February 7, 2016 from 7:00 a.m. to 5:00 p.m.

Exception to Vendor Ordinance:

To grant exception and waive fees for the ordinances pursuant to the following City Codes: 5.28.080-vending, 5.28.030-vending on public property for Tailgate Party Events February 7, 2016.

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

Dated this 7th day of December, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Please publish: B.H. Pioneer, December 10, 2015

For any public notice that is published one time:

Published once at the total approximate cost of _____.

12-21-15
8C

**NOTICE OF PUBLIC HEARING
DEADWOOD'S SNOWCROSS SHOOT OUT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on December 21, 2015, 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:

Relaxation of Open Container:

Friday January 22, 2016: Relaxation of Open Container Ordinance at the Rodeo Grounds from 10:00 a.m. to 10:00 p.m.

Saturday January 23, 2016: Relaxation of Open Container Ordinance at the Rodeo Grounds from 8:00 a.m. to 10:00 p.m.

Exception to User Fees Ordinance - Rodeo Grounds

To grant exception to user fees ordinance to waive user fees on public property for Snow Cross Shoot Out Event at the Rodeo Grounds, Football Field, Parks Department Parking Lot, Concession Stand, Crow's Nest and All of Track Area on Monday January 18 – Monday Sunday 24, 2016.

Special Full Temporary Liquor License

For Friday January 22 and Saturday January 23, 2016.

Exception to Vendor Ordinance:

To grant exception and waive fees for the ordinances pursuant to the following City Codes: 5.28.080-vending, 5.28.030-vending on public property for Snow Cross Shootout Events January 22 & 23, 2016.

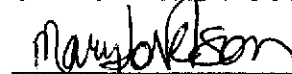
Fireworks Display

Requesting permission for fireworks display at 6:00 p.m. on Friday January 22, & Saturday January 23, 2016.

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

Dated this 7th day of December, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer, December 10, 2015

For any public notice that is published one time:

Published once at the total approximate cost of _____.

12-21-15
80

RESOLUTION NO. 2015-24

**RESOLUTION OF INTENT TO
LEASE PROPERTY**

WHEREAS, the City of Deadwood intends to adopt a Resolution to lease real property described at 15 Seventy-Six Drive, Deadwood, South Dakota for the purpose of operation of the concession facilities at the above-described location; now therefore


BE IT RESOLVED by the City of Deadwood that the City hereby declares its intent to lease real property for the purpose of operating the concession facilities at 15 Seventy-Six Drive, Deadwood, South Dakota, for the mutually agreed upon conditions of the Request for Proposals for Concessionaire for the period beginning January 1, 2016 and ending December 31, 2018; and

BE IT FURTHER RESOLVED that a hearing shall be held before the Deadwood City Commission on Monday, the 21st day of December, 2015 at 5:00 p.m. or soon thereafter as the matter may be heard at the City Commission Chambers located at 102 Sherman Street, in the City of Deadwood, to consider the lease of real property.

The city finance officer shall give public notice of this hearing at least ten (10) days prior to the public hearing.

Dated this 7th day of December, 2015.

CITY OF DEADWOOD


Charles Turbiville, Mayor

ATTEST:


Mary Jo Nelson, City Finance Officer

Publish BH Pioneer December 10, 2015





Customer Information:

City of Deadwood

108 Sherman Street

Deadwood, SD 57732

Ship To:

Customer Pickup

Whitewood, SD

Quotation Date:

10/27/15

Attn: Bob Nelson JR

605-578-2082

bobjr@cityofdeadwood.com

<u>QTY</u>	<u>"</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>BOARD FEET EA</u>	<u>PRICE PER MF</u>	<u>PRICE EA</u>	<u>ITEM TOTAL</u>
Rodeo Grounds Beer Garden							
20	6	x 6 x 10	#1 D.Fir Rgh QNAP with Fabricated Top	30.00	\$2,350.00	\$70.50	\$1,410.00
60	2	x 6 x 16	#1 D.Fir Rgh QNAP	16.00	\$2,075.00	\$33.20	\$1,992.00
Gordon Park							
45	6	x 6 x 6	#1 D.Fir Rgh QNAP with Fabricated Top	18.00	\$2,350.00	\$42.30	\$1,903.50
66	2	x 6 x 16	#1 D.Fir Rgh QNAP	16.00	\$2,075.00	\$33.20	\$2,191.20
Total							\$7,496.70

Total Board Feet: 1,560.00

Notes:

Above price does not include applicable tax

Above price F.O.B. Whitewood, SD

Allow 30-45 days for material

Quote prepared by:

Dave Koch

PO Box 8 - Whitewood, SD 57793

Ph. No. 605.269.2215 ext. 17

Fax No. 605.269.2497

Natl WATS: 800-843-8304

12-21-15
9A

City Fencing Projects

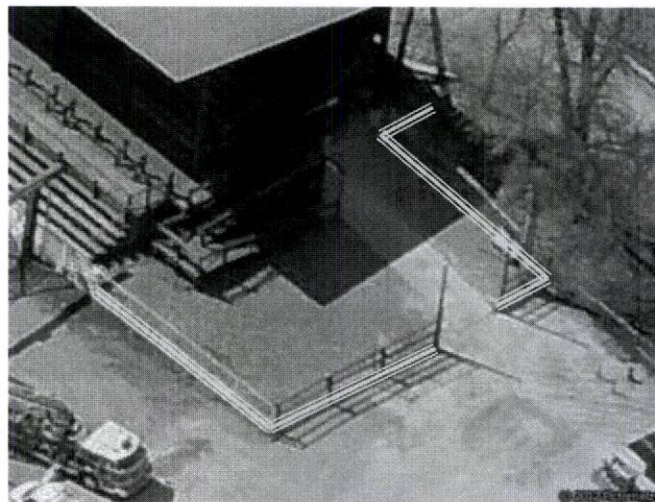
Gordon Park – Approximately 350 feet (Quote has been Provided for Order)

1. Posts – 45
2. Rails – 66
3. At least two Pedestrian access openings will be needed and access to a fire hydrant will be needed.
4. Remove remaining shrubs on Sherman Street Frontage
5. The portion along Cemetery and the access to parking may not be necessary to fence which would reduce the amount of fencing from stated above.



Rodeo Grounds Beer Garden – Approximately 155 feet (Quote has been provided for Order)

1. Posts – 20 (10' Tall)
2. Rails – 60
3. A 14' Gate will have to be constructed. (Not included in Quote of Materials)



12-21-15
10A

**ORDINANCE NUMBER 1239
SUPPLEMENTAL BUDGET APPROPRIATION #3 FOR 2015**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2015:

FUND 0206 LIBRARY FUND \$5,469.97 for expenses.

Source of Revenue: Unexpended cash.

FUND 0209 BED AND BOOZE FUND \$3,500.00 for expenses.

Source of Revenue: Unexpended cash.

FUND 0215 HISTORIC PRESERVATION FUND \$9,403,434.25 for expenses related to 2005 and 2006 series COP refunding and trustee fees, \$133,003.77 for Days of 76 Rodeo grounds capital asset expenses, \$63,965.67 for city hall capital asset expenses, \$128,984.00 for current expenses related to architect and engineering fees in conjunction with Welcome Center.
Source of Revenue: Unexpended cash and bond proceeds.

FUND 0216 REVOLVING LOAN \$51,822.00 for amortization expenses.

Source of Revenue: Unexpended cash.

FUND 0701 RUBBLE SITE \$27,716.00 for expenses.

Source of Revenue: Unexpended cash.

TIF FUNDS: TIF # 6 Fund 0561: Lodge at Deadwood \$668.00, TIF #8 Fund 0725: Stage Run \$9,518.36, TIF #9 Fund 0721: Optima LLC \$103,134.80.

Source of Revenue: Unexpended cash.

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

CITY OF DEADWOOD

Charles M. Turbiville, Mayor

ATTEST: Mary Jo Nelson, Finance Officer

First Reading: December 7, 2015

Second Reading: December 21, 2015

Published: December 24, 2015

Effective: December 24, 2015

ORDINANCE NUMBER 1240**TO AMEND CHAPTER 12.20.030 AND 12.20.040, SNOW REMOVAL**

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER 12.20.030 and 12.20.040 AS FOLLOWS:

12.20.030 City may cause to be removed.

If the record owner of any building or lot fails or neglects to remove snow and ice from the sidewalk adjoining the property within twenty-four (24) hours after the same has fallen or formed, or who deliberately or intentionally places snow or ice on a public street or right-of-way in such a way as to obstruct the normal flow of vehicular or pedestrian traffic, the city public works director or his or her designee may arrange for an independent contractor to remove the snow and ice. The city may also, at its discretion, remove the snow or ice if it deems such action appropriate. In either case, the city shall be entitled to a fifty-dollar (\$50.00) fee for the costs of arranging the removal plus the actual cost paid to the contractor or, in the event the removal is done by city employees, the sum of seventy-one dollars and fifty cents (\$71.50) plus material per hour for each employee. Such sums shall be recoverable by the same legal means as for the recovery of other nuisance abateements, including, but not limited to, direct billing of the property owner, assessment of the sum against the property itself, or by bringing an action against the property owner. Each day the record owner fails to remove the snow and ice, after notice as provided for in this section, shall constitute a separate violation of this chapter and shall be subject to a civil fine in an amount not to exceed one hundred dollars (\$100.00) per day for each separate violation.

12.20.040 Violation--Penalty.

Any individual or business that fails to remove snow and ice or arrange for the removal of snow and ice within the period prescribed in Section 12.20.030, or who deliberately or intentionally removes snow or ice in such a way as to obstruct the normal flow of vehicular or pedestrian traffic on a public street, or who deliberately or intentionally places snow or ice on a public street or right-of-way in such a way as to obstruct the normal flow of vehicular or pedestrian traffic, shall be guilty of a misdemeanor and subject to a maximum fine of ~~two hundred dollars (\$200.00)~~ **Five hundred dollars (\$500.00)**. Each day the above described failure or conduct continues shall constitute a separate offense.

Dated this 21st day of December, 2015

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

First Reading: December 7, 2015

Second Reading: December 21, 2015

Published: December 24, 2015

Adopted: January 13, 2016

ORDINANCE NUMBER 1241

TO AMEND CHAPTER 5.28 VENDING

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER 5.28 AS FOLLOWS:

5.28.035 Display of merchandise.

It is unlawful for any person, entity or business to display merchandise by affixing the same to the exterior of any permanent or temporary structure or to display merchandise outside of any permanent or temporary structure. (Example: mannequins) within the city's locally designated historic district ~~without a license issued pursuant to this chapter.~~

5.28.060 Fee, bond and duration of license.

B. All establishments which possess a convention center liquor license qualify for a convention center vending permit. The license fee for a convention center vending permit shall be one thousand five hundred dollars (\$1,500.00), payable in advance, for one (1) calendar year. This permit allows for the establishment to have indoor or outdoor vending on their private property at the same location as their convention center liquor license. A vendor doing business inside or outside of a licensed convention center is not required to pay a vending permit fee to the city as it shall be covered under the convention center's license. Outdoor vending during the Sturgis Rally and Races shall not be covered by a convention center vending license. Vendors for the Sturgis Rally and Races shall follow all criteria of Chapter 5.28. The licensed establishment is required to provide the zoning administrator a monthly report that will include: Upcoming conventions or events that will have vending, a list of vendors that will attend conventions in the upcoming month along with their sales tax identification numbers. Convention center establishments will be subject to spot checks by the zoning administrator periodically to insure all of the information required by the city of Deadwood is being provided. A convention center vending license permit application may obtain approval or denial from the city of Deadwood planning and zoning board in a regular planning and zoning meeting. Convention center vending licenses require no review period prior to approval.

C. Any person or organization approved use of the Deadwood Event Complex shall follow the fee schedule and guidelines for number of vendors and duration of vending as follows:

(1) For Events one to three days in length

(a) 1-10 vendors - \$1,500

(b) 11 or more vendors - \$3,000

(2) For Events four to fourteen days in length

(a) 1-10 vendors - \$3,000

(b) 11 or more vendors - \$5,000

(3) Vendors doing business during approved Deadwood Event Complex events shall be required to complete a City of Deadwood vendor's permit application for all vendors (60) days prior to the event without fees as the event organizer purchases a facility permit.

(4)Vendors shall comply with the guidelines of the facility use agreement for the event complex and shall comply with all other requirements of Deadwood Codified Ordinance 5.28

5.28.080 Exceptions.

A. The city commission shall have the authority to grant exceptions to the ~~licensing, fee, and bond and other requirements of~~ associated with this chapter for and during specific community events such as the Days of '76 Celebration, Wild Bill Days and other events where sponsors of said events have in the past used vendors in connection with such events at the Deadwood Event Complex ~~rodeo grounds~~ and other community events provided that the sponsor of such events will make every reasonable attempt to use services, merchandise and products of local businesses if possible. Further, any prohibition of temporary structures on private property zoned CH-commercial highway district or C1 commercial district may be waived upon holding a public hearing on this issue, with the proponent of such waiver being responsible for all costs of said public hearing. Further, the fee and bond requirements may be waived by the city commission upon holding a public hearing on this issue. ~~In the event that the city commission chooses to hold a public hearing, such hearing may be in lieu of the investigation by the chief of police.~~

Dated this 21st day of December, 2015

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

First Reading:	December 7, 2015
Second Reading:	December 21, 2015
Published:	December 24, 2015
Adopted:	January 13, 2016

12-21-15
10 D

**CITY OF DEADWOOD
RESOLUTION 2015-26
A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE
CITY OF DEADWOOD**

WHEREAS, City Ordinances require certain use fees, charges for services, and other designations to be established by resolution;

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective January 1, 2016:

	Event Complex Facilities	Parking Lots	Baseball Fields
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$500 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

Dated this 21st day of December, 2015.

Charles M. Turbiville
Mayor

ATTEST:

Mary Jo Nelson

Finance Officer

(seal)

12-21-15
10 E + F

DEADWOOD

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

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

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

MEMORANDUM

Date: December 9, 2015
To: Deadwood City Commission
Re: Capital Improvement Leadership Committee Appointment

The Capital Improvement Leadership Committee has two members who have resigned due to moving out of the area, Lenny Schroeder and Sheree Green.

We are in need of two Capital Improvement Committee members. Kip Mau has come forward and is interested in participating in the Capital Improvement Planning process. Mr. Mau will offer a connection to the youth of our community as he is one of the Lead-Deadwood School District Resource Officers. Brett Runge, who replaced Ms. Green on the Planning and Zoning Commission, wishes to participate in the Capital Improvement Planning and will offer a great deal of valuable information from the county perspective as well as the perspective of having a young family in Deadwood.

Below are two appointments to be made to the Capital Improvement Committee:

1. Deadwood/School Employee – Kip Mau
2. Planning and Zoning Commissioner – Brett Runge

ARCHER SEATING CLEARINGHOUSE

1510 Jesse Bridge Road
Pittsgrove, NJ 08318
856-692-0242 USA

12-21-15
10G
Invoice
121615

Ship To: City of Deadwood

Public Works Dept
62 1/2 Dunlap Street
Deadwood, SD 57732
Attn: Bob Nelson Jr
(605)578-2082

Bill To: bobjr@cityofdeadwood.com

Salesperson:	Steve Archer	Date of order:	
Payment Terms:	check	Date order shipped:	
Method of shipment:	LTL	FOB point:	Vineland, NJ
Invoice number:	121615	Invoice date	Jan. 1, 2015
Purchase order No:			

Item	Quantity	DESCRIPTION	Cost	AMOUNT
1	102	Stadium Seats. American Seating model 507 riser mounted. Surplus from Louisville Slugger Field Configuration to be 6 rows total. Length 18, 17, 16 twice. Step height to be 16".	\$50.00	5,100.00
2	12	Figural Ends from Louisville Slugger Field 6 RH Logo ends and 6 LH Logo ends..		
3	1	LTL Delivery 3100 lb Class 70 to forklift 6 days in transit via Pitt Ohio	\$1,087.77	1,087.77
Archer Seating Clearinghouse Tax ID number is 22-3330964 Archer Seating Clearinghouse Dunn & Bradstreet is 92-661-0601 NO TAX ON INTERNET GENERATED ORDERS				

	Sub total:	\$6,187.77
	Shipping & handling:	
Tax rate:	Tax::	
	Credit:	
You pay this amount:		\$6,187.77

12-21-15
10H

December 1, 2015

Mayor Charles Turbiville
City of Deadwood
102 Sherman St.
Deadwood, SD 57732

Dear Mayor:

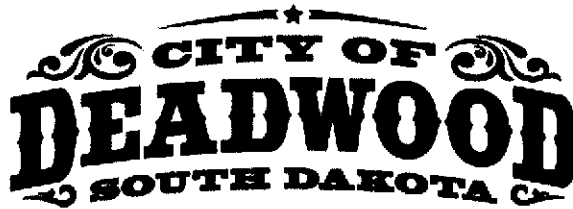
As you may be aware Kathy and I will be moving to Rapid City before the end of the year. Therefore I am resigning from the Fassbender board effective immediately. I have enjoyed serving with the other board members in trying preserve and promote this great resource. Thank you for having appointed me to this board.

Sincerely,



Francis Toscana

OFFICE OF THE
MAYOR
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



12-21-15
CHUCK TURBIVILE
MAYOR
Telephone: (605) 578-2082
Fax: (605) 578-2084
chuck@cityofdeadwood.com

MEMORANDUM

Date: December 16, 2015
To: Deadwood City Commission
From: Chuck Turbiville, Mayor
Re: Fassbender Photographic Collection board appointment & term

The Deadwood City Commission through the Historic Preservation Commission jointly acquired the historic Fassbender Photographic Collection with the cities of Lead and Spearfish. Each community appointed three members to a working board of directors to be stewards of the collection.

According to the by-laws of the Fassbender Photographic Collection Board each three year staggered term begins on June 1st of each year. Recently, Mr. Francis Toscana and Ms. Laura Floyd resigned there position as directors. As Mayor I am proposing to appoint Mr. Brad Butturff and Mr. John Martinisko to serve as directors for the vacant terms of Toscana and Floyd.

This assignment will provide the following terms to the representatives from the City of Deadwood to the Board.

Term for Ms. Mary Ann OberlanderExpires May 31, 2016
Term for Mr. John MartiniskoExpires May 31, 2017
Term for Mr. Brad ButturffExpires May 31, 2018

As Mayor of the City of Deadwood, I am hereby requesting concurrence with the assignment of directors to fill the vacant positions for the City of Deadwood to the Fassbender Photographic Collection Board of Directors.

12-21-15
10 I

RESOLUTION 2015 -20

RESOLUTION TO SURPLUS AND TRANSFER CITY OWNED REAL ESTATE

WHEREAS, the Deadwood City Commission desires to designate certain City owned real property as surplus land and transfer said real property to the Deadwood-Lead Economic Development Corporation, pursuant to SDCL § 6-5-3 and 6-5-4,

AND WHEREAS, the public interest will be better served by transferring the following described real property to the Deadwood-Lead Economic Development Corporation;

Lot A and Lot B, Meverden Street Subdivision, City of Deadwood,
Lawrence County, South Dakota, according to the plat recorded
October 30, 2015 as document no. 2015-4713 in the office of the
Register of Deeds, Lawrence County, South Dakota

AND WHEREAS, the land to be designated as surplus and then transferred encourages the development of said property.

NOW THEREFORE IT IS HEREBY RESOLVED, pursuant to SDCL 6-5-4, the public interest will be better served by the proposed designation of surplus property and transfer of land to the Deadwood-Lead Economic Development Corporation.

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

Date: _____, 2015.

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

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

QUIT CLAIM DEED

City of Deadwood, a South Dakota municipality and political subdivision of the State, Grantor, which address is 108 Sherman Street, Deadwood, South Dakota 57732, for and in consideration of One Dollar (\$1) and other good and valuable consideration, conveys and quitclaims to the **Deadwood-Lead Economic Development Corporation**, Grantee, a South Dakota non-profit business corporation, of 767 Main Street, Deadwood, South Dakota 57732, all of Grantor's right, title and interest in and to the following-described real estate in the County of Lawrence, State of South Dakota:

Lot A and Lot B, Meverden Street Subdivision, City of Deadwood,
Lawrence County, South Dakota, according to the plat recorded
October 30, 2015 as document no. 2015-4713 in the office of the
Register of Deeds, Lawrence County, South Dakota

Exempt from transfer fee pursuant to SDCL 43-4-22(2, 18).

Dated this _____ day of _____, 2015.

CITY OF DEADWOOD:

By: _____
Charles Turbiville Mayor, Grantor

ATTEST:

Mary Jo Nelson
Finance Officer

State of South Dakota)
) ss.
County of Lawrence)

On this the _____ day of _____, 2015, before me, the undersigned officer, personally appeared **Charles Turbiville**, known to me or satisfactorily proven to be the Mayor of the **City of Deadwood**, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

(SEAL)

My Commission Expires:

CERTIFICATE OF REAL ESTATE VALUE [SDCL 7-9-7(4)]

State of South Dakota, County of Lawrence

COURTHOUSE USE ONLY

Book _____ Page _____

Ratio Card No. _____

Seller(s): City of Deadwood
Name(605) 722-5900
Phone NumberMailing Address 102 Sherman Street
Street/Box NumberDeadwood
CitySD 57732
State/Zip CodeBuyer(s): Deadwood-Lead Economic Development Corporation
Name605-722-1657
Phone NumberCurrent Mailing Address 767 Main Street
Street/Box NumberDeadwood
CitySD 57732
State/Zip CodeNEW Mailing Address _____
Street/Box Number

City _____

State/Zip Code _____

OWNER OCCUPIED – THIS BOX TO BE COMPLETED BY BUYER ONLY

These items are important to complete for property to continue to be classified as owner occupied for a lower property tax rate.

Property is currently classified as owner-occupied YES ☐ NO ☐
Property will be occupied by buyer on _____ (date) YES ☐ NO ☐
Property will be principal residence of buyer on the above stated date YES ☐ NO ☐
Do you own any other residential property in the United States? YES ☐ NO ☐ If yes, state location _____

Signature (BUYER ONLY) _____

Legal Description (Please include the number of acres for unplatted properties)

Lot A and Lot B, Meverden Street Subdivision, City of Deadwood, Lawrence County, South Dakota, according to the plat recorded October 30, 2015 as document no. 2015-4713 in the office of the Register of Deeds, Lawrence County, South Dakota

(1) Date of Instrument _____

(2) Type of instrument:

Contract for Deed ☐ Warranty Deed ☐ Executor's Deed ☐ Mineral Deed ☐
Quit Claim Deed ☒ Trustee's Deed ☐ Administrator's Deed ☐ Gift ☐
Other (specify) _____

(3) Items Involved in Transaction

(a) Was this property offered for sale to the general public YES ☐ NO ☒ (d) Actual Consideration Exchanged: \$Exempt
(b) Relationship between buyer and seller? YES ☐ NO ☒ (e) Adjusted price paid for real estate: \$0
(c) Was this property sold by owner ☒ agent ☐ (actual consideration less amount paid for major items of personal property which are listed below)

In the blanks below, list any major items of personal property and their value which were included in the total purchase price (i.e. furniture, inventory, crops, leases, franchises): _____

(4) Was there Buyer Financing YES ☐ NO ☒ If yes, items (a) and (b) below MUST be completed

(a) Type of Buyer Financing – check where applicable		(b) Contract for Deed YES <input type="checkbox"/> NO <input type="checkbox"/> (If yes, MUST complete items below)	
Conventional Bank Loan <input type="checkbox"/>	Like Kind Exchange <input type="checkbox"/>	Down Payment \$ _____	Interest Rate _____%
Cash Sale <input type="checkbox"/>	Assumed Mortgage <input type="checkbox"/>	Monthly/Yearly Payment \$ _____	Balloon Payment \$ _____
FHA, FmHA, SDHA Loan <input type="checkbox"/>	Farm Credit Service <input type="checkbox"/>	No. of Payments _____	
Contract for Deed <input type="checkbox"/> [must complete part (b)]			
Other <input type="checkbox"/>			

Signature of seller, Buyer, or agent of _____

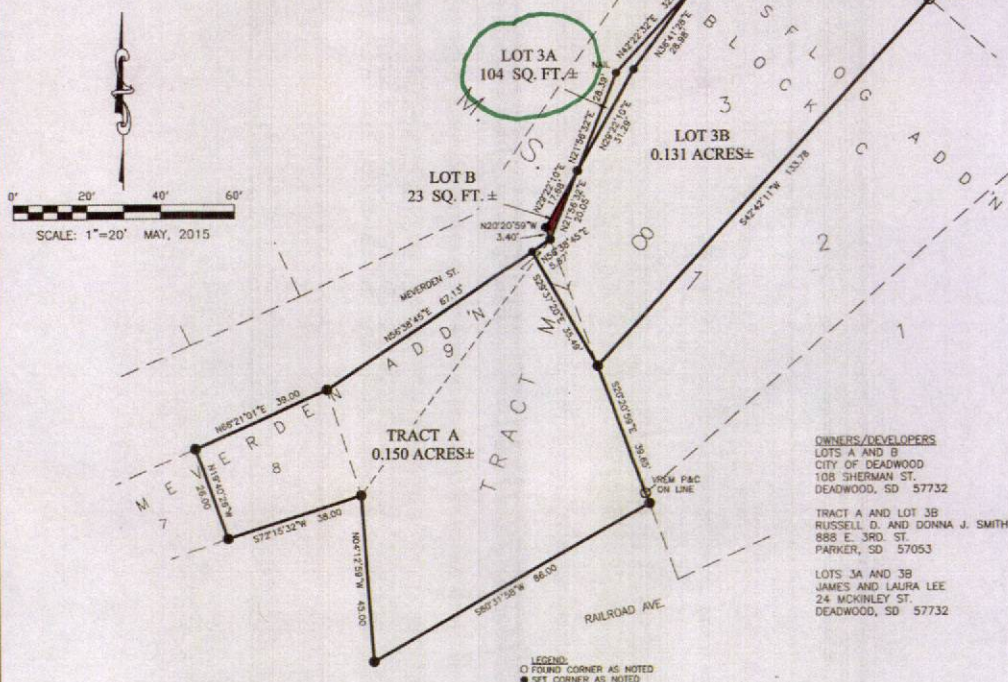
Date _____

PLAT OF LOTS 3A AND 3B, BLOCK C OF WEISFLOG ADDITION,
FORMERLY LOT 3, BLOCK C OF WEISFLOG ADDITION,
A PORTION OF LOT 9 OF MEVERDEN ADDITION AND A PORTION OF TRACT ML OF M.S. 81;

AND
LOTS A AND B OF MEVERDEN STREET SUBDIVISION;
BEING A PORTION OF M.S. 81;
AND

TRACT A OF MEVERDEN ADDITION,
FORMERLY TRACT ML OF M.S. 81, LOT 8 AND A PORTION OF LOT 9 OF MEVERDEN ADDITION;
ALL LOCATED IN M.S. 81, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA.

SHEET 1 OF 1



OWNERS/DEVELOPERS

LOTS A AND B

CITY OF DEADWOOD

108 SHERMAN ST.

DEADWOOD, SD 57732

TRACT A AND LOT 3B

RUSSELL D. AND DONNA J. SMITH

888 E. 3RD ST.

PARKER, SD 57053

LOTS 3A AND 3B

JAMES AND LAURA LEE

24 MCKINLEY ST.

DEADWOOD, SD 57732

LEGEND:
O FOUND CORNER AS NOTED
● SET CORNER AS NOTED

NOTES:

1. TOTAL AREA PLATTED THIS PLAT: 0.008 ACRES.
2. TOTAL AREA LOTS THIS PLAT: 0.008 ACRES.
3. TOTAL AREA 8-0-0-M THIS PLAT: 0.00 ACRES.
4. 5' DRAINAGE AND UTILITY EASEMENTS HEREBY GRANTED ALONG INSIDE OF ALL LOT LINES.
5. BASIS OF SURVEYING IS DEADWOOD COORDINATE SYSTEM.
6. LOT A, LOT B AND LOT 3A HAVE NO BUILDING RIGHTS AND ARE INTENDED FOR TRANSFER PURPOSES ONLY.
7. PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2, THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE, INCLUDING GROUNDWATER, LOCATED TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWERAGE FROM SUCH SUBDIVISION AND SHALL IN PROSECUTION OF SUCH PROTECTIONS CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENTAL AND NATURAL RESOURCES RELATING TO SAME.

OWNER'S CERTIFICATE

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
I, Charles Turberville DO HEREBY CERTIFY
THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO
APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL
CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL
REGULATIONS.

OWNER: Charles Turberville - MayorADDRESS: 102 Sherman St.Deadwood, SD 57732

ACKNOWLEDGMENT OF OWNER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
ON THIS 21 DAY OF May, 2015 BEFORE ME THE UNDERSIGNED NOTARY
PUBLIC, PERSONALLY APPEARED Charles Turberville
KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING
CERTIFICATE.

My Commission Expires August 28, 2018

PUBLIC: Charles Turberville

OWNER'S CERTIFICATE

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
I, James Lee DO HEREBY CERTIFY
THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO
APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL
CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL
REGULATIONS.

OWNER: James LeeADDRESS: 24 McKinley St.Deadwood SD 57732

ACKNOWLEDGMENT OF OWNER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
ON THIS 21 DAY OF May, 2015 BEFORE ME THE UNDERSIGNED NOTARY
PUBLIC, PERSONALLY APPEARED James Lee
KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING
CERTIFICATE.

My Commission Expires August 28, 2018

PUBLIC: James Lee

OWNER'S CERTIFICATE

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
I, Russell D. and Donna J. Smith DO HEREBY CERTIFY
THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO
APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL
CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL
REGULATIONS.

OWNER: Russell D. and Donna J. SmithADDRESS: 888 E 3rd StParker, SD 57053

ACKNOWLEDGMENT OF OWNER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
ON THIS 21 DAY OF May, 2015 BEFORE ME THE UNDERSIGNED NOTARY
PUBLIC, PERSONALLY APPEARED Donna and Russell Smith
KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING
CERTIFICATE.

My Commission Expires 12-1-16

PUBLIC: Donna Smith

SURVEYORS CERTIFICATE
I, John W. Smith DO HEREBY CERTIFY THAT I AM A LICENSED
LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND
UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN
AND DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.
THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH
DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS 21 DAY
OF May, 2015.

JOHN W. SMITH, REG. 3974

CERTIFICATE OF COUNTY TREASURER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
I, Donna Lee DO HEREBY CERTIFY
THAT John W. Smith TAKES WHICH ARE LIES UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID.
DATED THIS 21 DAY OF May, 2015.

LAWRENCE COUNTY TREASURER: Donna Lee

APPROVAL OF HIGHWAY AUTHORITY

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
THE LOCATION OF THE PROPOSED ACCESS ROADS ADJUTING THE COUNTY OR STATE HIGHWAY AS
SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE
ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY: Donna Lee

APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS 21 DAY
OF May, 2015.

CITY PLANNING: Donna Lee

APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE
WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER
OF DEEDS, LAWRENCE COUNTY, S.D. DATED THIS 21 DAY
OF May, 2015.

CITY COMMISSIONER: Charles Turberville

OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
I, Donna Lee DO HEREBY CERTIFY THAT I HAVE RECEIVED A
COPY OF THIS PLAT DATED THIS 21 DAY OF May, 2015.

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: Donna Lee

OFFICE OF THE REGISTER OF DEEDS

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
FILED FOR RECORD THIS 21 DAY OF May, 2015 AT 10:00 P.M. AND
RECORDED IN DOC # 2015-4713

LAWRENCE COUNTY REGISTER OF DEEDS: Donna Lee

PREPARED BY:
ARLETH &
ASSOCIATES

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

JOB NO.
9047

DATE: MAY 6, 2015
REV:
SCALE: 1"=20'

APPROVED: JMA
DRAWN: FD
DWG: 9047.dwg



Doc #: 2015-05043
Date: 11/20/2015 12:34:00
Sheree L. Green
Register of Deeds
Lawrence Co. - Fee \$30.00

EXEMPT FROM TRANSFER FEE

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

QUIT CLAIM DEED

James and Laura Lee, husband and wife, Grantors, whose address is 24 McKinley Street, Deadwood, SD 57732, for and in consideration of One Dollar (\$1) and other good and valuable consideration, conveys and quitclaims to City of Deadwood, a South Dakota municipality and political subdivision of the State, which address is 108 Sherman Street, Deadwood, South Dakota 57732, Grantee, all of Grantors' right, title and interest in the following-described real estate in the County of Lawrence, State of South Dakota:

Lot 3A, Block C of Weisflog Addition to the City of Deadwood, according to the plat thereof, filed for record on October 30, 2015 as document no. 2015-4713 in the office of the Register of Deeds for Lawrence County, South Dakota

Together with all improvements, buildings and appurtenances thereto appertaining or belonging; subject to easements, restrictions and reservations of record.

Exempt from transfer fee pursuant to SDCL 43-4-22(18).

Dated this 20 day of November, 2015.

James Lee
James Lee

Laura Lee
Laura Lee

STATE OF SOUTH DAKOTA)
COUNTY OF Laurens)ss

ACKNOWLEDGMENT

On this, the 20 day of Nov, 2015, before me, the undersigned officer, personally appeared James and Laura Lee who acknowledged that they are 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.



Debbie Sargent (deputy auditor)
Notary Public Debbie Sargent
My commission expires: _____
MY TERM EXPIRES
MARCH 3, 2019

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.

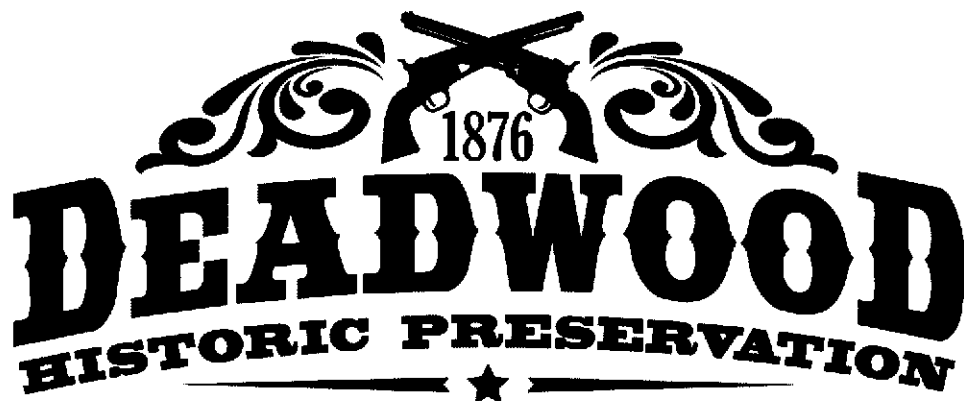
CITY OF DEADWOOD

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 _____.



REQUEST FOR PROPOSAL

**THE CITY OF DEADWOOD
AND DEADWOOD HISTORIC PRESERVATION COMMISSION**

HISTORIC MAIN STREET REENACTMENTS AND PERFORMANCE OF THE TRIAL OF JACK MCCALL

*Kevin Kuchenbecker
Historic Preservation Office
108 Sherman Street
Deadwood, SD 57732*

This proposal solicitation document is only available in a PDF (Portable Document Format) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the City of Deadwood.

NOTICE TO PROPOSERS

There may be one or more amendments to this proposal solicitation. If you desire to receive copies or notices of any such amendments, you must provide the information requested below to the City of Deadwood. Please send this information to Kevin Kuchenbecker, Historic Preservation Officer, via fax at (605) 578-2084 or by e-mail at kevin@cityofdeadwood.com.

The City of Deadwood will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.

RFP Name	Historic Main Street Reenactments and Performance of the Trial of Jack McCall
----------	---

Company name _____

Mailing address

Phone number

Fax number

Contact person

E-mail address

Send amendments by (check one): ☐ fax ☐ e-mail

E-mailed amendments will be sent in a PDF (Portable Document Format) format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the City of Deadwood.

Amendments also will be posted on the City of Deadwood web site (<http://www.cityofdeadwood.com>) in a PDF format.

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Request for Proposals

Deadwood Main Street Historic Reenactment Performances

1. Introduction/Overview

A. Background

Deadwood has provided historical reenactments of events pertaining to Deadwood's wild past for over twenty (20) years. These historical incidents of Deadwood have been performed on Main Street with daily performances and the famous Trial of Jack McCall. The Deadwood Historic Preservation Commission desires to continue this tradition with a contract for services with a qualified organization to meet or exceed the objectives outlined in this request for proposal.

B. Purpose/Objective

The Deadwood Historic Preservation Commission, through the City of Deadwood, has issued this Request for Proposal for the sole purpose of obtaining responsive proposals to provide seasonal historical reenactments on historic Main Street as well as performances of the Trial of Jack McCall in Deadwood, South Dakota.

Proposals shall be submitted with costs to develop a contract with the Historic Preservation Commission to cover salaries for at least six (6) cast members as well as necessary crew for street performances and The Trial of Jack McCall; set-up and tear-down of the Trial sets; administration fees; pre-season rehearsals; and participation in various parades during Deadwood's special events.

If awarded, the primary objective is 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 (summer season).

Additional to the primary objective of street performances and the Trial of Jack McCall, the proposal shall also include costs for two (2) cast members from April 1, 2016 through May 21, 2016 (spring season) and September 9, 2016 through November 5, 2016 (fall season) to perform throughout Historic Main Street on Friday and Saturdays for four (4) hours.

The spring and fall seasons require cast members portray some of Deadwood Legends such as Calamity Jane, James Butler "Wild Bill" Hickok, Seth Bullock, Boone May, Colorado Charlie Utter, etc.

Historical reenactments and street performances during the summer season will be conducted at a minimum of six days per week (preferably Monday through Saturday) commencing on Saturday, May 28, 2016 and ending on Monday, September 5, 2016. This will include at a minimum the following street reenactments as well as a nightly performance of The Trial of Jack McCall:

2:00	Main Street Shootout
4:00	Main Street Shootout

6:00	Main Street Shootout
7:30	Capture of Jack McCall
8:00	The Trial of Jack McCall

Each street performance shall be no longer than ten (10) minutes in length and Main Street will be temporarily closed to vehicular traffic during this time. Strict adherence to this timed closure is imperative. It will be the responsibility of the awarded company to properly secure area for safe public viewing during the performances and assure performances do not exceed scheduled times.

Performers are encouraged to perform off-street in between reenactments and act as ambassadors for visitors to the City of Deadwood. The troupe may also be called upon to make appearances at special events or meetings.

Period costumes and set, props, etc. shall be the responsibility of the contractor. Accurate clothing, trappings and firearms are essential to properly portray Deadwood's early mining boom days.

The script of The Trial of Jack McCall is owned by the City of Deadwood's Historic Preservation Commission and shall be performed at the Masonic Temple or other suitable facility. Substitute facilities must be approved by the Deadwood Historic Preservation Commission.

C. Inquiries

Questions related to this RFP shall be directed to Kevin Kuchenbecker, Historic Preservation Officer and such questions shall be submitted in writing. Include the RFP name, page, and paragraph number for each question.

If you mail the questions, do not place the RFP name on the outside of the envelope containing questions, as it may be improperly identified as an envelope with a sealed proposal and may not be opened until after the official RFP due date.

Send all questions by fax or e-mail to Kevin Kuchenbecker at the Historic Preservation Office, by fax at (605) 578-2084 or via email at kevin@cityofdeadwood.com. It must be clearly understood that the only official answer or position of the Historic Preservation Commission will be the one stated in writing. For general questions, call (605) 578-2082.

D. Method of Source Selection

The Deadwood Historic Preservation Commission is using a qualification based selection with overall experience, past performances, price and value to the City of Deadwood as contributing factors in the selection for this procurement.

An award, if made, will be made to the responsible party whose proposal is most advantageous to the City of Deadwood, taking into consideration overall qualifications, project approach, price and the other factors set forth in this Request for Proposal. The Deadwood Historic Preservation Commission will not use any other factors or criteria in the evaluation of proposals received.

The Deadwood Historic Preservation Commission may, as it deems necessary, conduct discussions with responsible parties determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E. Minimum (General) Criteria the City of Deadwood Will Use to Determine the "Responsibility" of Each Proposal

- Does the party possess the ability, capacity and skill to provide the service?
- Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the party have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- Has the party or its team members performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract the City seeks to establish through this RFP?

F. Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. The Deadwood Historic Preservation Office reserves the right to adjust this timetable as required during the course of the RFP process.

- | | |
|---|-------------------|
| • RFP Issued | December 22, 2015 |
| • Deadline for submittal of questions | January 4, 2016 |
| • Proposals Due | January 8, 2016 |
| • Complete Evaluation of Proposals (Short List) | ASAP |
| • Complete Contract Negotiations/Execute Contract | ASAP |

2. Consultant Personnel Requirements

- Provide one point of contact for the Contract. This person will meet regularly or at determined review times with HPC staff for review and approval of performances and other related items.
- Resumes for all key personnel / reenactors with the company and / or team who are assigned to this project.
- All performers will register with the City of Deadwood Police Department according to Deadwood Codified Ordinance 5.28.11.

3. City Responsibilities

The City of Deadwood will cooperate with party in every way possible providing; however, the needs of the contractor for each support are made known to the

City. The Historic Preservation Office is the contact department for the Request for Proposal.

4. Reporting Requirements

The Contractor is to report at a minimum on a monthly basis to the Historic Preservation Office both verbally and in writing the details of the on-going progress of this contract.

5. City's Right to Inspect

The City shall have the right to view all performances being performed.

6. Terms and Conditions of Contract for Services

A contract resulting from this RFP shall be subject to the terms and conditions set forth in a Contract for Services.

7. Instructions for Proposal

A. Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

B. Acknowledgment of Insurance Requirements

By signing its proposal, company acknowledges that it understands the insurance requirements of the City of Deadwood under DCO 5.28.11 and that all persons or entities contracting with the city to provide materials, labor, or services for the city are required to provide liability insurance in an amount of at least one million dollars (\$1,000,000.00). Company also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the firm's proposal.

C. Delivery of Proposals

All proposals are to be delivered before **2:00 p.m.**, Deadwood local time on **Friday, January 8, 2016** to:

City of Deadwood
Historic Preservation Office
Kevin Kuchenbecker
108 Sherman Street
Deadwood, SD 57332

The City will not accept any proposals received after 2:00 P.M. and shall return such late proposals to the company. Proposers must submit one (1) original and four (4) copies of the proposal response.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of the Proposers will be read aloud. List the Proposal Name on the outside of the envelope and note "Request for Proposal enclosed."

D. Evaluation of Proposals (Procedure)

The City will first examine proposals to eliminate those, which are clearly non-responsive to the stated requirements. Therefore, firms should exercise particular care in reviewing the Proposal Format required for this RFP.

The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the City may request discussions with companies, carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed proposers.

The City reserves the right to contact any and all references to obtain, without limitation, information regarding the firm's performance on previous projects. A uniform sample of references will be checked for each short-listed firm.

The City of Deadwood reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the City of Deadwood or a submission of a proposal to the City of Deadwood offers no rights upon the firm nor obligates the City of Deadwood in any manner.

The City reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the City. Any such waiver shall not modify any remaining RFP requirements or excuse the firm from full compliance with the RFP specifications and other contract requirements if the firm is awarded the Contract.

In order to complete the evaluation process faster, list the name, address, phone number, fax number, and email address of the person capable of answering any questions that may arise during the evaluation process.

E. Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the Historic Preservation Department of such error in writing and request modification or clarification of the document. The City of Deadwood will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the City of Deadwood.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

F. Proposals and Presentation Costs

The City of Deadwood will not be liable in any way for any costs incurred by any company in the preparation of its proposal in response to this RFP, nor

for the presentation of its proposal and/or participation in any discussions or negotiations.

G. Rejection of Proposals

The City of Deadwood reserves the right to accept or reject in whole or in part any or all proposals submitted. The City of Deadwood shall reject the proposal of any company that is determined to be non-responsive. The unreasonable failure of a company to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

H. Acceptance of Proposals

The City of Deadwood shall accept all proposals that are submitted properly. However, the City reserves the right to request clarifications or corrections to proposals.

I. Requests for Clarification of Proposals

Requests by the City for clarification of proposals shall be in writing. Said requests shall not alter the vendor's pricing information contained in its cost proposal.

J. Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the opening date of the Request for Proposal.

K. Response Format

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a firm to include all listed items may result in the rejection of its proposal.

- **Section I, Management Summary**

Provide a cover letter indicating the underlying philosophy of your company in providing the service. Also include a brief history of your company or profile.

- **Section II, Project Approach**

Describe in detail how the service will be provided.

- **Section III, Compensation and Cost Data**

Provide the cost breakdown for which your company will provide the work described in this Request for Proposal.

- **Section IV, Corporate Experience and Capacity**

Provide information, which documents your party's qualifications to produce the required outcomes, including its ability, capacity, skill, and number of years of experience in providing the required services.

- **Section V, Key Personnel**

Attach resumes of all key members of the Contractor's team that are to provide services to this contract.

- **Section VI, Past Work Examples**

Provide examples of past projects and include a description, pictures, for the projects during the past five years of similar size and scope. The services provided to these clients shall have characteristics as similar as possible to those requested in this RFP.

- **Section VII, Acceptance of Conditions**

Indicate any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP.

L. Proposal Evaluation Panel and Evaluation Factors

An evaluation committee selected by the Historic Preservation Office with representation from the Historic Preservation Commission, City Commission, and Historic Preservation Office will evaluate proposals. Other departments of the City may also examine the documents.

Proposals will be evaluated on a point system based on the following criteria and weighted categories below.

1. **Project Proposal (20 wt)** – summarize the unique qualities of your company, list of services offered to potential clients, and an overview of services and deliverable that will accomplish the tentative scope of this RFP.
2. **Relevant Project Experience (30 wt)** – company's experience with similar projects in the past five years. Include all pertinent client information.
3. **Team Availability (15 wt.)** –number of staff to be assigned to the project and an estimate of hours devoted to this project.
4. **Project Approach (15 wt.)** – Demonstration of team/firm's ability to meet the proposed project deadlines
5. **Key Personnel (10 wt.)** – company's ability to demonstrate they have personnel available to perform the work in accordance with the scope of this project.
6. **References (10 wt.)** – An evaluation of the information included in Section VI of the submittal.



12-21-15
10K

December 7th, 2015

Don Wrede
TSP
600 Kansas City St.
Rapid City, SD 57701

RE: No. 03120821 PCN X03D
Deadwood Utilities Hwy 85
Lawrence County
Relocate 2 curb stops Sta 67+69R&67+72R

Dear Mr. Wrede,

Attached are invoices for the extra work on the above referenced project.

Relocate 2ea curb stops Sta 67+69R & 67+72R

Subcontractor Total = \$1,931.05
Markup 10% = \$193.11
Total = \$2,124.16

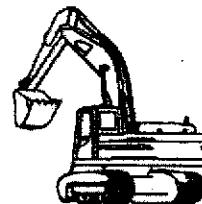
Let me know if you have any questions.

Respectfully
Oftedal Construction, Inc.

A handwritten signature in black ink, appearing to read "Chris Audiss".

Chris Audiss
Project Manager/Estimator
307-267-4044
caudiss@oftedalconstruction.com

MAINLINE CONTRACTING



P.O. Box 3448
Rapid City, SD 57709

(605) 348-7068
FAX (605) 348-8456

Contract Change Order No. 106

Date: 9/17/2015
Attn: Chris Audiss
Oftedal Construction, Inc.
PO Box 400
Miles City, MT 59301
Project: No. 03120821 PCN X03D, Deadwood Utilities
Description: Relocate two curb stops at Sta. 67+69R & 67+72R out of the new concrete curb line.
Days Requested: We request an additional .75 working days to perform this work.
Exclusions: All exclusions in the current contract

Materials:	Description	Qty	Unit	Price	Extended
	Type 1 Bedding	1	Ton	\$22.00	\$22.00
	1" Copper Pipe	10	LF	\$6.96	\$69.60
	1" Compression Couplings	2	EA	\$35.60	\$71.20
	1" Curb Stop	2	EA	\$101.70	\$203.40
	1" Curb Box	2	EA	\$75.30	\$150.60
				Total Cost:	\$162.80
				Use Tax:	\$9.77
				A/O Costs:	\$25.89
				Total for Materials:	\$198.45

Labor:	Description	Qty	Unit	Price	Extended
	Pipe Layer	8	HR	\$24.96	\$199.68
	Laborer	8	HR	\$22.65	\$181.20
	Foreman	8	HR	\$55.14	\$441.12
				Total Cost:	\$822.00
				Insurance:	\$82.20
				A/O Costs:	\$123.30
				Total for Labor:	\$1,027.50
				Sub-Total for Labor, Materials:	\$1,225.95
				Profit:	\$122.60
				Total for Labor and Materials:	\$1,348.55

Equipment:	Description	Qty	Unit	Price	Extended
	Pickup	8	HR	\$11.50	\$92.00
	Cat 305 Excavator	6	HR	\$75.00	\$450.00
	Jumping Jack Compactor	3	HR	\$13.50	\$40.50
				Total for Equipment:	\$582.50

Thank You,
Ty J. Pironka
Ty J. Pironka, Project Manager.

Total: \$1,931.05
Price Per Each: \$965.52



Design Redefined

600 Kansas City St
Rapid City, SD 57701

ph (605) 343-6102
fax (605) 343-7159

teamtsp.com

Architecture
Engineering
Planning

12/11/2015

Ron Green
City of Deadwood Public Works Director
102 Sherman St.
Deadwood, SD 57732

Re: City of Deadwood Utility Relocation
TSP Project #03120821 PCN C03D
CCO #6

Dear Ron:

Enclosed is a copy of the Contractor's breakdown of costs for CCO#6.

This change involved moving curb stops at 67+69R and 67+62R. These curb stops fell in the gutter line of the SDDOT curb & gutter and were moved to beyond the curb and gutter into the approach pavement for the Southside Service Station.

The breakdown indicates the Contractor's total cost for these changes is \$2124.16 or \$1,062.08 per curb stop. The Contractor has indicated that when excavating for moving of these curb stops, the Contractor determined that the existing curb stops and boxes were not salvageable, so both the curb stops and curb boxes were replaced. The Contractor used 10 l.f. of 1" copper pipe for moving these curb stops.

If the work were to be done at Contract unit prices, the Contractor's contract unit price for "1" Curb Stop & Box" is \$716.36/each for a total of \$1,432.72. The Contractor's unit price for "1" Copper Pipe" is \$84.76/l.f. for a total of \$847.60 for 10 l.f. At Contract unit prices the combined total for the curb stops, boxes, and 1" copper pipe would be \$2,280.32, which is slightly more than the Contractor's price for this change.

Considering this information, we feel that the Contractor's price for this change is acceptable.

Please contact us if you have any questions.

Sincerely,
TSP Inc.

Don Wrede, P.E.

DCW/dcw
Enc.
cc: Bob Morcom

Marshalltown, IA
Marshall, MN
Minneapolis, MN
Rochester, MN
Omaha, NE
Rapid City, SD
Sioux Falls, SD
Sheridan, WY

12-21-15
106

CITY OF
DEADWOOD

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

December 21, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Replace Two Treadmills at the Rec Center

SUMMARY

Two of our treadmills at the rec center are on their last legs one a bit worse than the other. Repairs are being needed more and more frequently. We would like to purchase two replacement treadmills from Push-Pedal-Pull, surplus one of the old tread mills and keep the better one to be used in the lower level for overflow usage for the remainder of its useful life.

RECOMMENDATION

It is my recommendation that the Commission approve the purchase of two treadmills from Push-Pedal-Pull for \$6,926.80, to be paid for from the Rec Center Budget machinery/equipment line item.

**PUSH-PEDAL-PULL**

the exercise equipment experts

PUSH PEDAL PULL
ATTN MANAGER 605-332-34812300 W. 41st Street
Sioux Falls SD 57105

Cell / Text: (605) 366-9994

seleeson@pushpedalpull.com

Purchase RecommendationPrepared by: **Stevin Eleeson**

Quote Date

12/9/2015

Quote #

12424

Billing AddressCITY OF DEADWOOD
ACCOUNTS PAYABLE
105 SHERMAN ST
DEADWOOD SD 57732**Shipping Address**CITY OF DEADWOOD Rec Center
JOHN TRINDLE 605-578-3729
105 SHERMAN ST
DEADWOOD SD 57732**Account No.**

1900021043 DEADWOOD REC CENTER

Customer Email

JOHN@CITYOFDEADWOOD.COM

Item #	MFR	MODEL	Description	Qty	MSRP	Price	Extended
8515	PRECOR	PHRCT1250211...	PRECOR STANDARD COMMERCIAL C932 TREADMILL ASSURANCE SERIES RATED 6 HOURS A DAY CONTINUOUS USAGE	2	4,995.00	2,987.18	5,974.36
6033	SAFEWARE	SWCFE3K160D	5YR LIGHT PARTS/LABOR EXTENDED FACTORY WARRANTY WOULD BE 5 YRS - ALL PARTS - INCLUDES WEAR AND TEAR ITEMS, WALKING DECK IS DOUBLE SIDED FOR TWICE THE LIFE, NO EXTERNAL LUBE IS USED 5 YRS - LABOR, MILEAGE, SERVICE CALLS	2	599.99	386.22	772.44
9901		FC	FREIGHT COMMERCIAL TO DEADWOOD	2		90.00	180.00

Standard Terms and Conditions:

- 1) 50% deposit and approve P.O. with order. Balance due upon delivery. Send Payment To:
2308 W 41st Street
Sioux Falls, SD 57105
- 2) All unit prices are F.O.B. destination.
- 3) Prices are subject to change 30 days after the quote date.
- 4) There will be a 2% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
- 5) The above quotation is computed to be performed during regular business hours. Any special request by the buyer necessary to complete work will be paid by the buyer
- 6) Clerical errors are subject to correction.
- 7) Buyer agrees to promptly file claim for all goods damaged in transit.
- 8) There will be a 20% restocking fee on merchandise ordered but not accepted. Delivery, Set-Up, and Freight will not be refunded.
- 9) A Preventative Maintenance Agreement is available for all equipment.
- 10) Equipment lease is available with approved credit.

Subtotal \$:**6,926.80****Sales Tax \$:****0.00****Total \$:****6,926.80****Acceptance of Proposal:**

These prices, specifications, and conditions are satisfactory and are hereby accepted. I am authorized to order the equipment listed with full understanding of the payment terms.

Date:

Authorized Signature:

P.O. Number:

Print Signature:

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



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

MEMORANDUM

Date: December 18, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 604 and 606 Main Street – Façade Easement Program Approval

Wayne Morris was accepted into the Historic Façade Easement Program for façade restoration on 604 Main Street and 606 Main Street by the Deadwood Historic Preservation Commission on November 11, 2015.

The actual costs of restoring or rehabilitating the façade is be used in determining the value of the façade grant. There is a maximum allowed per building. The standard maximum award per building is 80 percent of the qualified expenditures and capped at \$75,000. Any award cap may be increased by up to \$25,000 for buildings on corner lots and with more than one prominent façade for funding the restoration or rehabilitation of additional prominent facades.

The estimated total cost of the façade restoration project for 604 Main Street is \$2,300. The applicant is requesting \$1,840 for the façade project in exchange for the easement. The total cost of the building rehabilitation project to include additional interior work is \$23,000.

The estimated total cost of the façade restoration project on 606 Main Street is \$51,000. The applicant is requesting \$40,800 for the façade project in exchange for the easement. The total cost of the building rehabilitation project to include additional interior work is \$96,000.

The projects received Certification of Appropriateness at the Historic Preservation Commission meeting on April 22, 2015, the work is now completed and the easement has been prepared.

RECOMMENDATION:

Award the Façade Easement Program Grants in the amount of \$1,840 for 604 Main Street and \$40,800 for 606 Main Street and give permission for the Mayor and Historic Preservation Commission Chair to sign the easement documentation.



12-21-15
10M

Historic Facade Easement Program Application

Please read the attached Policy Guidelines, Administrative Procedures and provide the requested information.

1. Address of Property:

604, 606, & 610 Main

2. Applicant's name & mailing address:

Wayne Morris
dbe Nugget Saloon LLC
PO Box 385
Deadwood SD 57732

Telephone: (605) 920-1512

E-mail womorris@fushmore.com

3. Owner of property - (if different from applicant):

Telephone: (____) ____-____

E-mail _____

4. Project Costs:

Total cost of the facade restoration project:

\$ 2,300

Amount requested for the facade project
(Keep in mind eligible expenses and program maximums)

\$ 1840⁰⁰

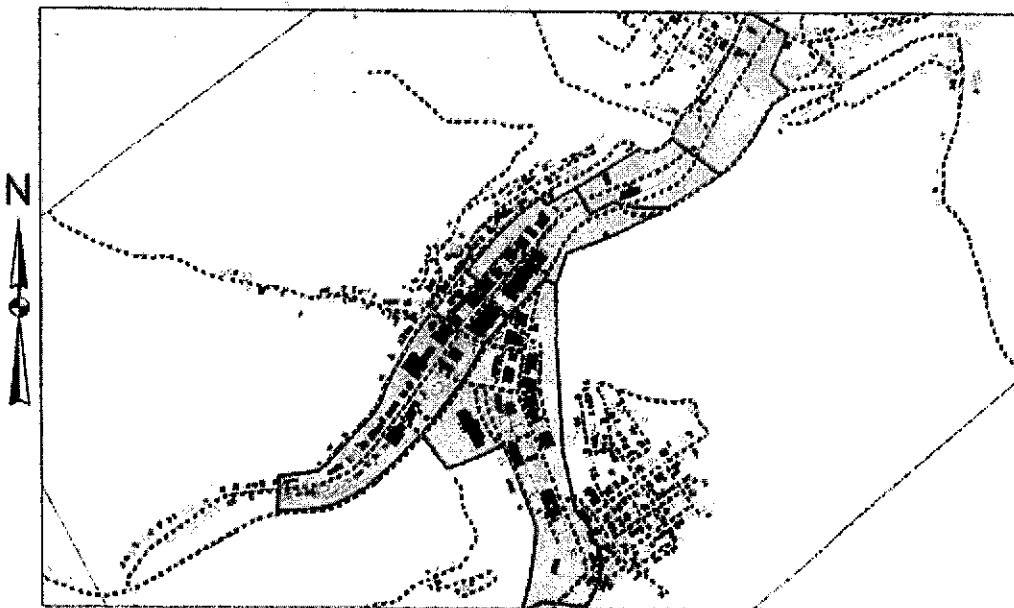
Total cost of building rehabilitation project
(Include additional interior work planned)

\$ 23,000

Anticipated appraisal value at conclusion of project

\$ _____

5. Facade Easement Program Area - Deadwood Local Historic District



6. Required Supporting Documentation

a. Complete a City of Deadwood Application for Certificate of Appropriateness and attach it to this document.

- Provide detailed description of exterior changes including materials, colors and dimensions
- Proposed rehabilitation renderings and elevations
- Current and historic photos of the building
- Project budget including the entire project and façade project
- Project timeline
- General information on project financing or other such information showing feasibility of project
- Conformance of the project with the Secretary of Interior Standards for Rehabilitation and the Deadwood Downtown Design Guidelines

b. Acknowledgement of façade easement requirement

7. Certification

I certify all information contained in this application and all information furnished in support of this application is given for the purpose of obtaining financial assistance in the form of a grant or a loan as true and complete to the best of my knowledge and belief. I acknowledge I have read the policy guidelines for the loan or grant included with and for this application and agree to all of the terms and conditions contained in the policy guidelines. I agree any contractors which I hire for this project will hold contractors licenses with the City of Deadwood and will require they also agree to and abide by the terms and conditions of the policy guidelines.

I acknowledge the Deadwood Historic Preservation Commission is merely granting or loaning funds in connection with the work or project and neither the Historic Preservation Commission nor the City of Deadwood is or will be responsible for satisfactory performance of the work or payment for the same beyond the grant or loan approval by the Historic Preservation Commission. I acknowledge I am solely responsible for selecting any contractors hired in connection with the project and in requiring satisfactory performance by such contractor. I agree to indemnify and hold harmless the Deadwood Historic Preservation Commission and the City of Deadwood against losses, costs, damages, expenses and liabilities of any nature directly or indirectly resulting from or arising out of or relating to the Deadwood Historic Preservation Commission's acceptance, consideration, approval, or disapproval of this application and the issuance or non-issuance of a grant or loan.

Applicant's signature: _____

Date submitted: / /

Owner's signature:  _____

Date submitted: 7/13/15

Please return the completed application along with the Certificate of Appropriateness to:

City of Deadwood
Planning, Zoning & Historic Preservation
108 Sherman Street
Deadwood, SD 57732
605-578-2082

Prepared by:
Deadwood Historic Preservation Commission
City of Deadwood
108 Sherman Street
Deadwood, SD 57732

DEED OF CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT AGREEMENT is made and entered into this ____ day of _____, 20__, between Wayne Morris (dba Nugget Saloon, LLC), PO Box 385, Deadwood, SD 57732, hereinafter referred to as the "Grantor", and the DEADWOOD HISTORIC PRESERVATION COMMISSION, City of Deadwood, 108 Sherman Street, Deadwood, SD 57732, a South Dakota municipal government, hereafter referred to as the "Grantee".

WHEREAS:

- A. Grantor is the owner in fee of real property (the "Property") described as the Nugget Saloon and historically known as the First I.H. Chase Building, located at 604 Main Street, Deadwood, South Dakota, more particularly described in Exhibit A and shown on Exhibit B attached hereto and incorporated herein by this reference;
- B. The Property possess culturally, historically, and architecturally values (collectively the "Conservation Values") of great importance to Grantor, the people of the City of Deadwood and the people of the State of South Dakota; the preservation of which will provide a significant public benefit. The conservation Values, which are more fully described in the Baseline Documentation Report are described in Exhibit C attached hereto and incorporated herein by this reference;
- C. Maintaining the Property's historic and architectural characteristics, and, in particular, maintaining the Property free from new structures, alteration or changes that would encroach upon, damage or destroy the Property are critical to the protection of this property. The conservation of the Property, subject to the terms of this easement, will yield significant benefits to the public by protecting the Property;
- D. The parties have mutual desires and goals towards the long-term preservation of Deadwood's National Historic Landmark district, the State and National Register districts, and the local historic district;
- E. The parties desire to conserve the Property by entering into this Conservation Easement pursuant to SDCL 1-19B-56 to 1-19B-60 of the State of South Dakota and Section 170(h) of the Internal Revenue Code; and
- F. Grantor has received independent legal and financial advice regarding this Conservation Easement to the extent that Grantor has deemed necessary. Grantor freely conveys this Conservation Easement in order to accomplish its conservation purposes.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein the parties agree as follows:

1. General Provisions.

- 1.1 Grantee's Representation. Grantee represents and warrants that it is a governmental body empowered to hold an interest in real property under the laws of this state.
- 1.2 Grant of Conservation Easement. Grantor voluntarily grants and conveys to Grantee in consideration of the sum of One-Hundred Thousand Dollars (\$100,000.00) received in grant-in-aid financial assistance, and Grantee voluntarily accepts, this Conservation Easement to run with the land in perpetuity under the provisions of SDCL 1-19B-56 to 1-19B-60, inclusive, commencing on the date when it is filed with the Lawrence County Register of Deeds.
- 1.3 Purpose. The purpose of this Conservation Easement is to conserve and protect the Property's historic and architectural characteristics as part of National Historic Landmark district, the State and National Register districts, and the local historic district; maintain the Property as referenced in the recitals above, while providing for its compatible use, including further development consistent with the character of the historic districts.
- 1.4 Implementation. This Conservation Easement shall be implemented by maintaining and preserving the Property in accordance with the provisions herein.

2. Definitions.

- 2.1 Baseline Documentation Report. The document entitled "Baseline Documentation Report", incorporated by this reference, that the Grantor and Grantee mutually agree, as depicted by photographs, maps, and supporting text, describes the general condition of the Property, including Structures and Improvements, and driveways, as located on the Property as of the date of this Conservation Easement.
- 2.2 Foot Print of Structures. The Foot Print of a structure shall be that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with, or extending/cantilevering above, the ground, and does not apply to unenclosed decks, patios or porches.
- 2.3 Grantee. The term "Grantee" includes the original Grantee and its successor and assigns.
- 2.4 Grantor. The term "Grantor" includes the original Grantor her heirs, successors and assigns, and all future owners of all or any portion of the Property.
- 2.5 Improvements. Improvements shall include anything that is constructed, installed or placed upon the ground or a structure, and includes but is not limited to, driveways, parking areas, drainage ways, utility lines, fences, stone walls, paths and walkways, and signs.
- 2.6 Structures. A building or object constructed, installed or placed upon the ground, whether temporarily or permanently. Structures shall include, but are not limited to,

residential units, garages, sheds, pool houses, cabanas, moveable buildings, and garden features such as arbors, pergolas, and gazebos.

3. **Reserved Rights of Grantor.** Grantor reserves for herself and her successors in interest with respect to the Property, all rights with respect to the Property except as provided herein, including, without limitation, the right of exclusive use, possession and enjoyment of the Property, and the right to sell, transfer, lease, mortgage or otherwise encumber the Property, subject to the restrictions and covenants set forth in this Conservation Easement. Nothing contained in this Conservation Easement shall be construed as a grant to the general public or to any other person or entity, of any right to enter upon any part of the Property, except as otherwise provided for in Sections 5.2 and 6.2 of this Conservation Easement.
4. **Restrictions Applicable to the Property.** The following restrictions apply to the Property.
 - 4.1 **Use.** The Property may be used for residential, educational, or commercial purposes except as permitted herein so long as they are not inconsistent with the terms and purposes of this Conservation Easement. Industrial uses are not permitted.
 - 4.2 **Subdivision.** The Property is currently comprised of one (1) tax parcel, which is owned by Grantor. Subdivision of the Property without permission of Grantee is prohibited except as set forth below.

The Property may be subdivided into than two (2) or more tax parcels or lots. Such subdivided parcels may be created and conveyed only in accordance with prior written approval of the Grantee, and upon compliance with the following conditions:

- a. Such subdivided parcels shall remain subject to the terms and conditions set forth in this Easement. The remaining subdivision rights provided for in this Easement shall be allocated at the time of the proposed subdivision or conveyance in a manner to be reviewed and approved by Grantee and set forth in the deed of each new subdivided parcel.
- b. The deed(s) of conveyance of all such subdivided parcels shall contain a metes and bounds description of the subdivided parcel(s) prepared by a licensed professional land surveyor at Grantor's sole cost, which description shall have been reviewed and approved by Grantee prior to conveyance of the subdivided parcel(s). If the Subdivision is activating, or initiating construction within, Grantor shall provide a survey map delineating the parcels.
- c. All costs resulting from the Subdivision of the Property and conveyance of subdivided parcels, including but not limited to reasonable Grantee and associated staff time, including but not limited to time expended on legal review of documents, preparing associated Conservation Easement maps and updating of Baseline Documentation, are to be paid by Grantor. Grantee may, however, in its sole discretion, grant approval, as provided in Section 5.2. (b), for boundary and lot line adjustments that do not create additional building lots nor increase the long-term easement stewardship and administration responsibilities of the Grantee.

Notwithstanding the foregoing, Grantor may subdivide the Property for publicly accessible conservation purposes, if such resulting subdivided parcel(s) is to be conveyed to Grantee or, with Grantee's prior approval, to a public or non-profit organization.

4.3 Permitted Structures and Improvements. No permanent or temporary structures or other improvements shall hereafter be placed or maintained on the Property, except as specifically provided for below, with prior notice and approval pursuant to Section 5.2.

- a. **Existing Structures and Improvements.** The existing structures and improvements on the Property, including, without limitation, the existing hotel, and accessory structures, retaining walls, fences, and access are permitted. The existing structures and improvements shall maintain the Property in a good and sound state of repair and to maintain the subject Property, including the other structures or features of the site, according to the Standards and to Deadwood Municipal Code 17.68.090 and 17.68.100, so as to prevent deterioration and preserve the architectural and historical integrity of the Property. All such activities shall be consistent with the restrictions set forth in this Conservation Easement. All existing structures and their accessory structures are documented in the Baseline Documentation Report.
- b. **Accessory Structures and Improvements.** Accessory Structures and Improvements are permitted so long as they are compatible with the Property and Historic Districts and are approved by the Grantee and the appropriate divisions of state and local government.
- c. **Incidental Landscape and Garden Structures and Improvements.** Incidental Landscape and Garden Structures and Improvements are permitted so long as they are compatible with the Property and Historic Districts.
- d. **Improvements.** Improvements as reasonably necessary to serve the permitted Structures may be located and maintained on the Property. Grantee shall give such permission only if Grantee finds that such use of improvement on the Property is consistent with the conservation purposes of this Conservation Easement and that such does not encroach upon, damage or destroy the Property or have an adverse effect on the historic districts in which the property is located.

5. Additional Covenants and Provisions.

5.1 Existing Conditions and Baseline Documentation Report. By its execution of this Conservation Easement, Grantee acknowledges that Grantor's present uses of the Property are compatible with the purposes of this Conservation Easement. In order to evidence the present condition of the Property (including both natural and man-made features) and to facilitate future monitoring and enforcement of this Easement, a Baseline Documentation Report describing such condition at the date hereof, has been prepared and subscribed by both parties, is incorporated herein by this reference, and a copy thereof has been delivered to Grantor and an original copy will be kept on file with the Grantee.

5.2 Required Notice. Grantor agrees to give Grantee written notice before exercising any reserved right as delineated in this Conservation Easement as follows.

- a. Restrictions on activities that would affect historically significant components of the Property. The Grantor agrees that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would affect historically significant features identified in Exhibit C; exterior construction materials, architectural details, form, fenestration, height of the Property, or adversely affect its structural soundness without prior written permission of the Grantee affirming that such reconstruction, repair, repainting, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the "Standards").
- b. Restrictions on activities that would affect archeological resources. The Grantor agrees that no ground disturbing activity, defined as any activity extending deeper than twelve (12) inches, shall be undertaken or permitted to be undertaken on the Property which would affect historically significant archeological resources identified in Exhibit C without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's *"Standards for Archeology and Historic Preservation."*
- c. Construction Notice. In order to facilitate the monitoring of this Conservation Easement, to ensure continuing communication, and to determine that new or modified permitted Structures conform to the terms of this Conservation Easement, Grantor shall submit to Grantee sufficient written information. Such information shall allow Grantee to confirm that the Structures proposed for construction: (1) conform to the use or uses permitted within that area, as marked on Exhibit B; (2) confirm the proposed undertaking does not encroach upon, damage or destroy a historic resource; and (3) do not violate any of the terms or conditions of this Easement. Said information shall include the proposed undertaking for the Property.
- d. Approval. Pursuant to actions or activities requiring approvals in this Conservation Easement, Grantor shall submit to Grantee sufficient written information to allow for a determination by Grantee that such action or activity is in compliance with the purposes, terms and intent of this Conservation Easement. Grantee shall have forty-five (45) days from the receipt of the information, and an additional ten (10) days as provided in the following paragraph (or such longer period as the parties may agree to in writing) within which to review such materials and grant or deny approval.

Notice shall be pursuant to Section 5.3 herein. Grantee may review the proposed site to confirm that the proposed action or activity is in compliance with this Conservation Easement, and shall notify Grantor as to whether or not the proposal is in compliance with the terms of this Conservation Easement, not more than forty-five (45) days from receipt of the notice. If Grantee fails to respond within forty-five (45) days, Grantor will further contact Grantee to confirm that Grantee received the first notice, and if after ten (10) days Grantee does not respond, the proposals shall

be deemed approved. In approving such proposals, Grantee may attach such conditions as it reasonably deems necessary to comply with the purposes, terms and intent of this Conservation Easement

5.3 Notice and Approval Requests, Responses, in Writing. Any written notice or approval request required or desired to be given under this Conservation Easement by Grantor, and any subsequent response from Grantee, shall be in writing and shall be deemed given when received, or three (3) days after mailing by certified mail, or by FedEx or a similar public or private courier service which provides receipt of delivery, properly addressed as follows: (a) if to Grantee, at address set forth above; (b) if to Grantor, at the address set forth above, (c) if to any subsequent owner, at the address of the Property. Any party can change the address to which notices are to be sent to him, her or it by giving notice pursuant to this paragraph.

5.4 Enforcement. The Grantee shall have the right to enforce this Conservation Easement at law or in equity, including, without limitation, pursuant to the provisions of this Conservation Easement against any or all of the owners of the Property or any part thereof. If the Grantee, upon inspection of the property, finds what appears to be a violation, or threatened violation, of this Conservation Easement, Grantee shall notify the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same and (b) restoring the Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation. The Grantee may exercise its discretion to seek injunctive relief in a court having jurisdiction.

Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation. If the violation continues for more than thirty (30) days after notice specifying such violation is given (or in the case of a violation which cannot with reasonable diligence be remedied within a period of thirty (30) days but which the party in violation has commenced to remedy with all reasonable diligence within such 30-day period, then for such longer period as may be necessary to remedy the same with all reasonable diligence), Grantee may take any formal action, including, but not limited to, legal action.

At any time, if Grantee determines, in its sole discretion, that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may seek immediate injunctive relief and may pursue all its available legal remedies. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Property to a condition that would be consistent with preservation purposes of the Deadwood Historic Preservation Commission and to the Existing Conditions and Baseline Documentation prior to the violation.

Grantee's remedies described in this Conservation Easement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Such

remedies include the right to recover any damages for violation of the terms of this Conservation Easement or injury to the conservation values protected by this Conservation Easement, including, without limitation, damages for the loss of scenic, aesthetic or ecological values and to require restoration of the Property to the condition that existed prior to any such injury.

The current Grantor (owner) shall reimburse Grantee for all reasonable expenses incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessary to cure the violation.

Should Grantor prevail in a judicial enforcement action, each party shall bear its own costs. Failure to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto.

The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

5.5 Casualty damage or destruction. In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the property, the Grantee determines that the property has been so damaged that it is incapable of repair, the Grantee will notify the Grantor in writing if the damage or destruction is caused by the gross negligence or the intentional acts of the Grantor or future owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the grant funds applied to the property which will then be returned to the Deadwood Historic Preservation Commission.

5.6 Amendments. This Conservation Easement may be amended only upon the written consent of Grantee and the then current Grantor (owner) of the Property for that portion of the Property for which an amendment to this Conservation Easement is sought. Grantee, on a case-by-case basis, may agree to amend individual provisions of the Conservation Easement, provided the amendment shall be consistent with preservation purpose of this easement and shall not reduce its term of duration. No amendment may be granted unless the Grantee determines that such amendment will not adversely affect the architectural and historic character of the Property and other protective goals of this Conservation Easement and is otherwise consistent with the overall purposes of this Easement.

Any amendment of this Easement shall be at the discretion of the Grantee (which may establish such requirements for the submission of plans and other documentation as it deems necessary to make the determination required or permitted of it hereunder) and shall comply with South Dakota Codified Law and Section 170(h) of the Internal Revenue Code. Any such amendment that does not comply with South Dakota Codified Law or Section 170(h) shall be void and of no force or effect.

Grantor requesting the amendment shall reimburse Grantee for all expenses, including staff time and reasonable attorneys' fees, incurred in preparing and executing the amendment. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and is filed with the Lawrence County Register of Deeds.

- 5.7 Notices of Property Conveyance, Lease or Transfer. Grantor shall give Grantee notice of any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to Deadwood Historic Preservation Commission, by instrument dated _____, 20__, and recorded in the Office of the Register of Deeds for Lawrence County, South Dakota," The failure to include such language in any deed or instrument shall not affect the validity of this Conservation Easement or its applicability to such property.
- 5.8 Taxes and Assessments. Grantor shall pay all taxes, levies, and assessments and other governmental or municipal charges, which may become a lien on the Property, including any taxes or levies imposed to make those payments. If Grantor fails to make such payments, Grantee is authorized to make such payments (but shall have no obligation to do so) upon ten (10) days prior notice to Grantor, according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy thereof. The payment, if made by Grantee, shall become a lien on the Property of the same priority as the item if not paid would have become, and shall bear interest until paid by Grantor at two percentage points over the prime rate of interest from time to time charged by First National Bank, N.A. or its corporate successor.
- 5.9 Severability. Invalidation of any provision of this Conservation Easement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in force and effect.
- 5.10 Binding Effect. The provisions of this Conservation Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor, and all future owners and any party entitled to possession or use of the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred cease being a Grantor or owner with respect to such Property for purposes of this Conservation Easement and shall, with respect to the Property transferred, have no further responsibility, rights or liability hereunder for acts

or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions occurring during the period of his or her ownership or conduct.

- 5.11 Indemnification. Grantee has no obligations relating to the maintenance of the Property. Grantee shall not be responsible for injuries or damage to persons or property in connection with Grantee's administration and/or enforcement of this Conservation Easement or otherwise with respect to the condition of the Property, provided that the foregoing shall not absolve Grantee of any liabilities it might otherwise have, independently of this Agreement, for wrongfully and directly, without the participation or consent of the Grantor, causing any dangerous condition to come into existence on the Property. Except in the last-described instance, Grantor agrees to indemnify and hold Grantee and its trustees/directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") harmless from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees (collectively, "Losses"), arising from or in any way connected with: (1) injury to or the death of any person, or damage to any property or property interest, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the actions of any of the Indemnified Parties as set forth in the previous sentence; and (2) tax benefits or consequences of any kind which result or do not result from entering into this Conservation Easement.

Grantor hereby releases, waives any rights, and covenants not to sue Grantee with respect to any Losses identified in this Section 5.11. Grantor's obligations to hold harmless, indemnify and defend Grantee as specified in this Conservation Easement shall survive indefinitely and shall not be abrogated if Grantee transfers this Conservation Easement to another party. Grantee shall have no liability to Grantor or any other owner for Grantee's acts, taken in good faith, in connection with the administration of this Conservation Easement.

- 5.12 Further Acts. Each party shall perform any further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may be reasonably necessary to (a) carry out the provisions of this Easement, (b) qualify this instrument as a conservation easement under South Dakota Codified Law or any regulations promulgated pursuant thereto, and (c) if applicable, carry out the Grantor's intent that as of the date hereof this Conservation Easement shall be deemed a transfer of a qualified real property interest for conservation purposes as defined by Section 170(h) of the Internal Revenue Code.

- 5.13 Local, State and Federal Laws in Effect. The Property remains subject to all applicable local, state and federal laws and regulations.

6. Qualified Conservation Contribution Covenants.

6.1. Assignment and Continuity. Grantee agrees that it will assign or transfer this Conservation Easement only to an assignee that (a) is a Qualified Organization as defined in Section 170(h) of the Internal Revenue Code and which (b) agrees to continue to carry out the conservation purposes of this Conservation Easement as defined under Section 170(h) and the regulations thereunder. No assignment shall be made which adversely affects the status of the transactions herein contemplated under Section 170(h) of the Internal Revenue Code. Any assignee must be an entity able to enforce this Conservation Easement, having purposes similar to those of Grantee that encompass those of this Conservation Easement. If the Grantee ever ceases to exist or no longer qualifies under Section 170(h) or applicable state law, it will assign this Conservation Easement to a Qualified Organization. If it fails to do so, a court with jurisdiction may transfer this easement to another qualified organization having similar purposes that agrees to assume the responsibility.

6.2 Right to inspect. The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property in order to ascertain whether the provisions of this easement agreement are being observed. Notice of such inspections shall be delivered to the Grantor, her designee(s) or agent(s) at least twenty-four (24) hours prior to such inspection. The inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the State of South Dakota or at a date and time agreeable to the Grantee and Grantor.

Grantee or its designees shall also have the right to inspect the Property at any time, without prior notice, if Grantee has cause to believe the provisions of the Conservation Easement have been, or are being, violated.

6.3 Interpretation. This instrument is intended to create a "qualified real property interest" for "conservation purposes," under the provisions of SDCL 1-19B-56 to 1-19B-60, inclusive, and Section 170(h) of the Internal Revenue Code, and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument necessary to qualify the interest hereby granted as such a "qualified real property interest" for "conservation purposes," such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified. If any provision of this Conservation Easement is deemed contrary to the provisions of Section 170(h) of the Internal Revenue Code, such provisions shall be modified or excluded to the extent necessary to cause the interest hereby granted to be so qualified.

6.4 Perpetuation of Easement. The fact that any use of the Property that is expressly prohibited by the terms of this Conservation Easement may become greatly more economically valuable than uses permitted by the terms of the Conservation Easement, or that neighboring properties may, in the future, be put entirely to uses that are not permitted by this Conservation Easement, has been considered by Grantor in granting this Conservation Easement and by Grantee in accepting it. Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement, and Grantor and Grantee intend that

any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement. In addition, the inability of Grantor, her successors and assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

6.5 Effective date. This Conservation Easement shall become effective when the Grantee files it in the Office of the Register of Deeds for Lawrence County, South Dakota, with a copy of the recorded instrument provided to the Grantee for its conservation easement file.

IN WITNESS WHEREOF, the parties have executed and delivered this instrument on the date or dates set forth below their respective names.

GRANTOR: _____
(signature)

STATE OF SOUTH DAKOTA)
)SS.
COUNTY OF LAWRENCE)

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared _____, known to me as the person who 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: _____

GRANTEE:

Historic Preservation Commission

By: _____ Date: _____

Its: Chairperson

City of Deadwood

By: _____ Date: _____

Its: Mayor

ATTEST:

_____ Date: _____

Mary Jo Nelson, Finance Officer

EXHIBIT A

DESCRIPTION OF PROPERTY

(legal description for the deed and/or survey)

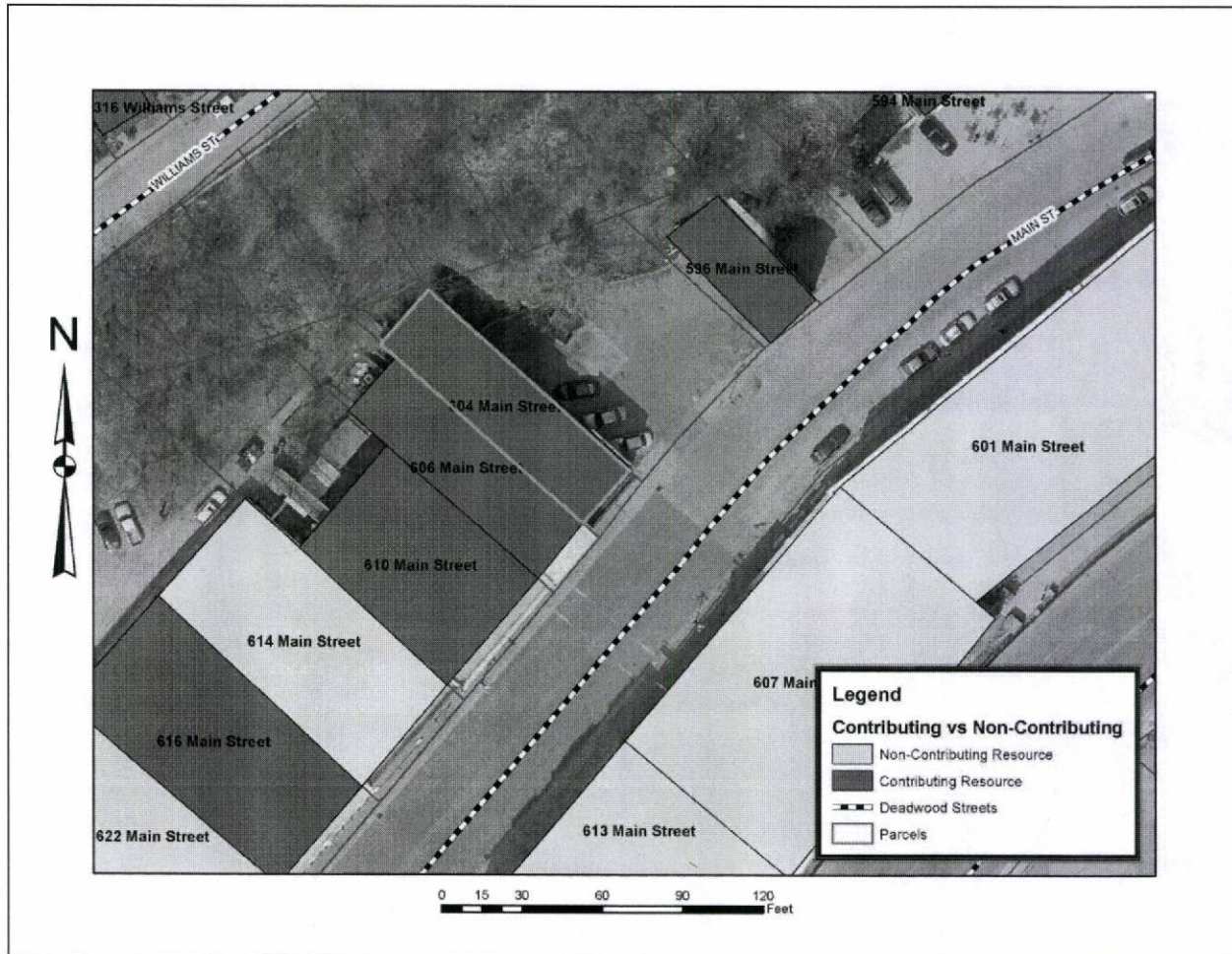
604 Main Street

Lot 26 in Block 15 of the Original Townsite of the City of Deadwood, Lawrence County, South Dakota, according to P.L. Rogers map and plat of said city, the same being part of MS 38, and Lot 26A, being a portion of Block 15 of the Original Townsite of the City of Deadwood, located in the SW $\frac{1}{4}$ of Section 23, TS N, R 3E, BHM, Lawrence County, South Dakota, according to the plat recorded in Document 93-5058.

EXHIBIT B

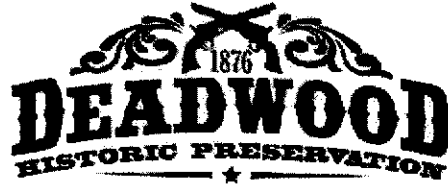
CONSERVATION EASEMENT MAP

(Drawn to scale, reduced and attached to the easement)



604 Main Street, Deadwood, Lawrence County, SD is shown in cyan outline in above map generated with ESRI GIS software by the Deadwood Historic Preservation Office on November 17, 2015 by Kevin Kuchenbecker, Historic Preservation Officer, City of Deadwood, 108 Sherman Street, Deadwood, Lawrence County, SD.

22HS
10N



Historic Facade Easement Program Application

Please read the attached Policy Guidelines, Administrative Procedures and provide the requested information.

1. Address of Property:

4006 Main

3. Owner of property - (if different from applicant):

2. Applicant's name & mailing address:

Wayne Morris
dba Nuggett Saloon LLC
PO Box 385
Deadwood SD 57732

Telephone: (____) _____

E-mail _____

Telephone: (605) 920-1512

E-mail wamorris@rushmore.com

4. Project Costs:

Total cost of the facade restoration project:

\$ 51,000

Amount requested for the facade project

\$ 40,800

(Keep in mind eligible expenses and program maximums)

Total cost of building rehabilitation project

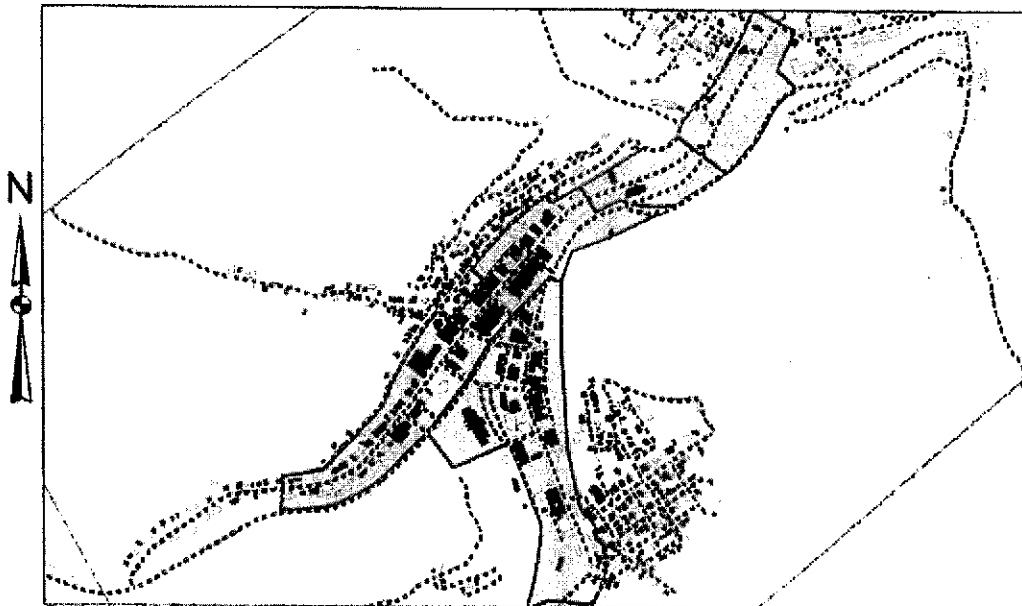
\$ 92,000

(Include additional interior work planned)

Anticipated appraisal value at conclusion of project

\$ _____

5. Façade Easement Program Area – Deadwood Local Historic District



6. Required Supporting Documentation

- a. Complete a City of Deadwood Application for Certificate of Appropriateness and attach it to this document.
- Provide detailed description of exterior changes including materials, colors and dimensions
 - Proposed rehabilitation renderings and elevations
 - Current and historic photos of the building
 - Project budget including the entire project and façade project
 - Project timeline
 - General information on project financing or other such information showing feasibility of project
 - Conformance of the project with the Secretary of Interior Standards for Rehabilitation and the Deadwood Downtown Design Guidelines
- b. Acknowledgement of façade easement requirement

7. Certification

I certify all information contained in this application and all information furnished in support of this application is given for the purpose of obtaining financial assistance in the form of a grant or a loan as true and complete to the best of my knowledge and belief. I acknowledge I have read the policy guidelines for the loan or grant included with and for this application and agree to all of the terms and conditions contained in the policy guidelines. I agree any contractors which I hire for this project will hold contractors licenses with the City of Deadwood and will require they also agree to and abide by the terms and conditions of the policy guidelines.

I acknowledge the Deadwood Historic Preservation Commission is merely granting or loaning funds in connection with the work or project and neither the Historic Preservation Commission nor the City of Deadwood is or will be responsible for satisfactory performance of the work or payment for the same beyond the grant or loan approval by the Historic Preservation Commission. I acknowledge I am solely responsible for selecting any contractors hired in connection with the project and in requiring satisfactory performance by such contractor. I agree to indemnify and hold harmless the Deadwood Historic Preservation Commission and the City of Deadwood against losses, costs, damages, expenses and liabilities of any nature directly or indirectly resulting from or arising out of or relating to the Deadwood Historic Preservation Commission's acceptance, consideration, approval, or disapproval of this application and the issuance or non-issuance of a grant or loan.

Applicant's signature: _____

Date submitted: ____/____/____

Owner's signature:  _____

Date submitted: 7/13/15

Please return the completed application along with the Certificate of Appropriateness to:

City of Deadwood
Planning, Zoning & Historic Preservation
108 Sherman Street
Deadwood, SD 57732
605-578-2082

Prepared by:
Deadwood Historic Preservation Commission
City of Deadwood
108 Sherman Street
Deadwood, SD 57732

DEED OF CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT AGREEMENT is made and entered into this ____ day of _____, 20__, between Wayne Morris (dba Nugget Saloon, LLC), PO Box 385, Deadwood, SD 57732, hereinafter referred to as the "Grantor", and the DEADWOOD HISTORIC PRESERVATION COMMISSION, City of Deadwood, 108 Sherman Street, Deadwood, SD 57732, a South Dakota municipal government, hereafter referred to as the "Grantee".

WHEREAS:

- A. Grantor is the owner in fee of real property (the "Property") described as the Nugget Saloon and historically known as the L.M. Parker Building, located at 606 Main Street, Deadwood, South Dakota, more particularly described in Exhibit A and shown on Exhibit B attached hereto and incorporated herein by this reference;
- B. The Property possess culturally, historically, and architecturally values (collectively the "Conservation Values") of great importance to Grantor, the people of the City of Deadwood and the people of the State of South Dakota; the preservation of which will provide a significant public benefit. The conservation Values, which are more fully described in the Baseline Documentation Report are described in Exhibit C attached hereto and incorporated herein by this reference;
- C. Maintaining the Property's historic and architectural characteristics, and, in particular, maintaining the Property free from new structures, alteration or changes that would encroach upon, damage or destroy the Property are critical to the protection of this property. The conservation of the Property, subject to the terms of this easement, will yield significant benefits to the public by protecting the Property;
- D. The parties have mutual desires and goals towards the long-term preservation of Deadwood's National Historic Landmark district, the State and National Register districts, and the local historic district;
- E. The parties desire to conserve the Property by entering into this Conservation Easement pursuant to SDCL 1-19B-56 to 1-19B-60 of the State of South Dakota and Section 170(h) of the Internal Revenue Code; and
- F. Grantor has received independent legal and financial advice regarding this Conservation Easement to the extent that Grantor has deemed necessary. Grantor freely conveys this Conservation Easement in order to accomplish its conservation purposes.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein the parties agree as follows:

1. General Provisions.

- 1.1 Grantee's Representation. Grantee represents and warrants that it is a governmental body empowered to hold an interest in real property under the laws of this state.
- 1.2 Grant of Conservation Easement. Grantor voluntarily grants and conveys to Grantee in consideration of the sum of One-Hundred Thousand Dollars (\$100,000.00) received in grant-in-aid financial assistance, and Grantee voluntarily accepts, this Conservation Easement to run with the land in perpetuity under the provisions of SDCL 1-19B-56 to 1-19B-60, inclusive, commencing on the date when it is filed with the Lawrence County Register of Deeds.
- 1.3 Purpose. The purpose of this Conservation Easement is to conserve and protect the Property's historic and architectural characteristics as part of National Historic Landmark district, the State and National Register districts, and the local historic district; maintain the Property as referenced in the recitals above, while providing for its compatible use, including further development consistent with the character of the historic districts.
- 1.4 Implementation. This Conservation Easement shall be implemented by maintaining and preserving the Property in accordance with the provisions herein.

2. Definitions.

- 2.1 Baseline Documentation Report. The document entitled "Baseline Documentation Report", incorporated by this reference, that the Grantor and Grantee mutually agree, as depicted by photographs, maps, and supporting text, describes the general condition of the Property, including Structures and Improvements, and driveways, as located on the Property as of the date of this Conservation Easement.
- 2.2 Foot Print of Structures. The Foot Print of a structure shall be that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with, or extending/cantilevering above, the ground, and does not apply to unenclosed decks, patios or porches.
- 2.3 Grantee. The term "Grantee" includes the original Grantee and its successor and assigns.
- 2.4 Grantor. The term "Grantor" includes the original Grantor her heirs, successors and assigns, and all future owners of all or any portion of the Property.
- 2.5 Improvements. Improvements shall include anything that is constructed, installed or placed upon the ground or a structure, and includes but is not limited to, driveways, parking areas, drainage ways, utility lines, fences, stone walls, paths and walkways, and signs.
- 2.6 Structures. A building or object constructed, installed or placed upon the ground, whether temporarily or permanently. Structures shall include, but are not limited to,

residential units, garages, sheds, pool houses, cabanas, moveable buildings, and garden features such as arbors, pergolas, and gazebos.

3. **Reserved Rights of Grantor.** Grantor reserves for herself and her successors in interest with respect to the Property, all rights with respect to the Property except as provided herein, including, without limitation, the right of exclusive use, possession and enjoyment of the Property, and the right to sell, transfer, lease, mortgage or otherwise encumber the Property, subject to the restrictions and covenants set forth in this Conservation Easement. Nothing contained in this Conservation Easement shall be construed as a grant to the general public or to any other person or entity, of any right to enter upon any part of the Property, except as otherwise provided for in Sections 5.2 and 6.2 of this Conservation Easement.

4. **Restrictions Applicable to the Property.** The following restrictions apply to the Property.

- 4.1 **Use.** The Property may be used for residential, educational, or commercial purposes except as permitted herein so long as they are not inconsistent with the terms and purposes of this Conservation Easement. Industrial uses are not permitted.

- 4.2 **Subdivision.** The Property is currently comprised of one (1) tax parcel, which is owned by Grantor. Subdivision of the Property without permission of Grantee is prohibited except as set forth below.

The Property may be subdivided into than two (2) or more tax parcels or lots. Such subdivided parcels may be created and conveyed only in accordance with prior written approval of the Grantee, and upon compliance with the following conditions:

- a. Such subdivided parcels shall remain subject to the terms and conditions set forth in this Easement. The remaining subdivision rights provided for in this Easement shall be allocated at the time of the proposed subdivision or conveyance in a manner to be reviewed and approved by Grantee and set forth in the deed of each new subdivided parcel.
- b. The deed(s) of conveyance of all such subdivided parcels shall contain a metes and bounds description of the subdivided parcel(s) prepared by a licensed professional land surveyor at Grantor's sole cost, which description shall have been reviewed and approved by Grantee prior to conveyance of the subdivided parcel(s). If the Subdivision is activating, or initiating construction within, Grantor shall provide a survey map delineating the parcels.
- c. All costs resulting from the Subdivision of the Property and conveyance of subdivided parcels, including but not limited to reasonable Grantee and associated staff time, including but not limited to time expended on legal review of documents, preparing associated Conservation Easement maps and updating of Baseline Documentation, are to be paid by Grantor. Grantee may, however, in its sole discretion, grant approval, as provided in Section 5.2. (b), for boundary and lot line adjustments that do not create additional building lots nor increase the long-term easement stewardship and administration responsibilities of the Grantee.

Notwithstanding the foregoing, Grantor may subdivide the Property for publicly accessible conservation purposes, if such resulting subdivided parcel(s) is to be conveyed to Grantee or, with Grantee's prior approval, to a public or non-profit organization.

4.3 Permitted Structures and Improvements. No permanent or temporary structures or other improvements shall hereafter be placed or maintained on the Property, except as specifically provided for below, with prior notice and approval pursuant to Section 5.2.

- a. Existing Structures and Improvements. The existing structures and improvements on the Property, including, without limitation, the existing hotel, and accessory structures, retaining walls, fences, and access are permitted. The existing structures and improvements shall maintain the Property in a good and sound state of repair and to maintain the subject Property, including the other structures or features of the site, according to the Standards and to Deadwood Municipal Code 17.68.090 and 17.68.100, so as to prevent deterioration and preserve the architectural and historical integrity of the Property. All such activities shall be consistent with the restrictions set forth in this Conservation Easement. All existing structures and their accessory structures are documented in the Baseline Documentation Report.
- b. Accessory Structures and Improvements. Accessory Structures and Improvements are permitted so long as they are compatible with the Property and Historic Districts and are approved by the Grantee and the appropriate divisions of state and local government.
- c. Incidental Landscape and Garden Structures and Improvements. Incidental Landscape and Garden Structures and Improvements are permitted so long as they are compatible with the Property and Historic Districts.
- d. Improvements. Improvements as reasonably necessary to serve the permitted Structures may be located and maintained on the Property. Grantee shall give such permission only if Grantee finds that such use of improvement on the Property is consistent with the conservation purposes of this Conservation Easement and that such does not encroach upon, damage or destroy the Property or have an adverse effect on the historic districts in which the property is located.

5. Additional Covenants and Provisions.

5.1 Existing Conditions and Baseline Documentation Report. By its execution of this Conservation Easement, Grantee acknowledges that Grantor's present uses of the Property are compatible with the purposes of this Conservation Easement. In order to evidence the present condition of the Property (including both natural and man-made features) and to facilitate future monitoring and enforcement of this Easement, a Baseline Documentation Report describing such condition at the date hereof, has been prepared and subscribed by both parties, is incorporated herein by this reference, and a copy thereof has been delivered to Grantor and an original copy will be kept on file with the Grantee.

5.2 Required Notice. Grantor agrees to give Grantee written notice before exercising any reserved right as delineated in this Conservation Easement as follows.

- a. Restrictions on activities that would affect historically significant components of the Property. The Grantor agrees that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would affect historically significant features identified in Exhibit C; exterior construction materials, architectural details, form, fenestration, height of the Property, or adversely affect its structural soundness without prior written permission of the Grantee affirming that such reconstruction, repair, repainting, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the "Standards").
- b. Restrictions on activities that would affect archeological resources. The Grantor agrees that no ground disturbing activity, defined as any activity extending deeper than twelve (12) inches, shall be undertaken or permitted to be undertaken on the Property which would affect historically significant archeological resources identified in Exhibit C without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's *"Standards for Archeology and Historic Preservation."*
- c. Construction Notice. In order to facilitate the monitoring of this Conservation Easement, to ensure continuing communication, and to determine that new or modified permitted Structures conform to the terms of this Conservation Easement, Grantor shall submit to Grantee sufficient written information. Such information shall allow Grantee to confirm that the Structures proposed for construction: (1) conform to the use or uses permitted within that area, as marked on Exhibit B; (2) confirm the proposed undertaking does not encroach upon, damage or destroy a historic resource; and (3) do not violate any of the terms or conditions of this Easement. Said information shall include the proposed undertaking for the Property.
- d. Approval. Pursuant to actions or activities requiring approvals in this Conservation Easement, Grantor shall submit to Grantee sufficient written information to allow for a determination by Grantee that such action or activity is in compliance with the purposes, terms and intent of this Conservation Easement. Grantee shall have forty-five (45) days from the receipt of the information, and an additional ten (10) days as provided in the following paragraph (or such longer period as the parties may agree to in writing) within which to review such materials and grant or deny approval.

Notice shall be pursuant to Section 5.3 herein. Grantee may review the proposed site to confirm that the proposed action or activity is in compliance with this Conservation Easement, and shall notify Grantor as to whether or not the proposal is in compliance with the terms of this Conservation Easement, not more than forty-five (45) days from receipt of the notice. If Grantee fails to respond within forty-five (45) days, Grantor will further contact Grantee to confirm that Grantee received the first notice, and if after ten (10) days Grantee does not respond, the proposals shall

be deemed approved. In approving such proposals, Grantee may attach such conditions as it reasonably deems necessary to comply with the purposes, terms and intent of this Conservation Easement

5.3 Notice and Approval Requests, Responses, in Writing. Any written notice or approval request required or desired to be given under this Conservation Easement by Grantor, and any subsequent response from Grantee, shall be in writing and shall be deemed given when received, or three (3) days after mailing by certified mail, or by FedEx or a similar public or private courier service which provides receipt of delivery, properly addressed as follows: (a) if to Grantee, at address set forth above; (b) if to Grantor, at the address set forth above, (c) if to any subsequent owner, at the address of the Property. Any party can change the address to which notices are to be sent to him, her or it by giving notice pursuant to this paragraph.

5.4 Enforcement. The Grantee shall have the right to enforce this Conservation Easement at law or in equity, including, without limitation, pursuant to the provisions of this Conservation Easement against any or all of the owners of the Property or any part thereof. If the Grantee, upon inspection of the property, finds what appears to be a violation, or threatened violation, of this Conservation Easement, Grantee shall notify the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same and (b) restoring the Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation. The Grantee may exercise its discretion to seek injunctive relief in a court having jurisdiction.

Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation. If the violation continues for more than thirty (30) days after notice specifying such violation is given (or in the case of a violation which cannot with reasonable diligence be remedied within a period of thirty (30) days but which the party in violation has commenced to remedy with all reasonable diligence within such 30-day period, then for such longer period as may be necessary to remedy the same with all reasonable diligence), Grantee may take any formal action, including, but not limited to, legal action.

At any time, if Grantee determines, in its sole discretion, that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may seek immediate injunctive relief and may pursue all its available legal remedies. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Property to a condition that would be consistent with preservation purposes of the Deadwood Historic Preservation Commission and to the Existing Conditions and Baseline Documentation prior to the violation.

Grantee's remedies described in this Conservation Easement shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Such

remedies include the right to recover any damages for violation of the terms of this Conservation Easement or injury to the conservation values protected by this Conservation Easement, including, without limitation, damages for the loss of scenic, aesthetic or ecological values and to require restoration of the Property to the condition that existed prior to any such injury.

The current Grantor (owner) shall reimburse Grantee for all reasonable expenses incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessary to cure the violation.

Should Grantor prevail in a judicial enforcement action, each party shall bear its own costs. Failure to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto.

The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

5.5 Casualty damage or destruction. In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the property, the Grantee determines that the property has been so damaged that it is incapable of repair, the Grantee will notify the Grantor in writing if the damage or destruction is caused by the gross negligence or the intentional acts of the Grantor or future owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the grant funds applied to the property which will then be returned to the Deadwood Historic Preservation Commission.

5.6 Amendments. This Conservation Easement may be amended only upon the written consent of Grantee and the then current Grantor (owner) of the Property for that portion of the Property for which an amendment to this Conservation Easement is sought. Grantee, on a case-by-case basis, may agree to amend individual provisions of the Conservation Easement, provided the amendment shall be consistent with preservation purpose of this easement and shall not reduce its term of duration. No amendment may be granted unless the Grantee determines that such amendment will not adversely affect the architectural and historic character of the Property and other protective goals of this Conservation Easement and is otherwise consistent with the overall purposes of this Easement.

Any amendment of this Easement shall be at the discretion of the Grantee (which may establish such requirements for the submission of plans and other documentation as it deems necessary to make the determination required or permitted of it hereunder) and shall comply with South Dakota Codified Law and Section 170(h) of the Internal Revenue Code. Any such amendment that does not comply with South Dakota Codified Law or Section 170(h) shall be void and of no force or effect.

Grantor requesting the amendment shall reimburse Grantee for all expenses, including staff time and reasonable attorneys' fees, incurred in preparing and executing the amendment. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and is filed with the Lawrence County Register of Deeds.

- 5.7 Notices of Property Conveyance, Lease or Transfer. Grantor shall give Grantee notice of any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to Deadwood Historic Preservation Commission, by instrument dated _____, 20__, and recorded in the Office of the Register of Deeds for Lawrence County, South Dakota," The failure to include such language in any deed or instrument shall not affect the validity of this Conservation Easement or its applicability to such property.
- 5.8 Taxes and Assessments. Grantor shall pay all taxes, levies, and assessments and other governmental or municipal charges, which may become a lien on the Property, including any taxes or levies imposed to make those payments. If Grantor fails to make such payments, Grantee is authorized to make such payments (but shall have no obligation to do so) upon ten (10) days prior notice to Grantor, according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy thereof. The payment, if made by Grantee, shall become a lien on the Property of the same priority as the item if not paid would have become, and shall bear interest until paid by Grantor at two percentage points over the prime rate of interest from time to time charged by First National Bank, N.A. or its corporate successor.
- 5.9 Severability. Invalidation of any provision of this Conservation Easement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in force and effect.
- 5.10 Binding Effect. The provisions of this Conservation Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor, and all future owners and any party entitled to possession or use of the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred cease being a Grantor or owner with respect to such Property for purposes of this Conservation Easement and shall, with respect to the Property transferred, have no further responsibility, rights or liability hereunder for acts

or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions occurring during the period of his or her ownership or conduct.

5.11 Indemnification. Grantee has no obligations relating to the maintenance of the Property. Grantee shall not be responsible for injuries or damage to persons or property in connection with Grantee's administration and/or enforcement of this Conservation Easement or otherwise with respect to the condition of the Property, provided that the foregoing shall not absolve Grantee of any liabilities it might otherwise have, independently of this Agreement, for wrongfully and directly, without the participation or consent of the Grantor, causing any dangerous condition to come into existence on the Property. Except in the last-described instance, Grantor agrees to indemnify and hold Grantee and its trustees/directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") harmless from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees (collectively, "Losses"), arising from or in any way connected with: (1) injury to or the death of any person, or damage to any property or property interest, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the actions of any of the Indemnified Parties as set forth in the previous sentence; and (2) tax benefits or consequences of any kind which result or do not result from entering into this Conservation Easement.

Grantor hereby releases, waives any rights, and covenants not to sue Grantee with respect to any Losses identified in this Section 5.11. Grantor's obligations to hold harmless, indemnify and defend Grantee as specified in this Conservation Easement shall survive indefinitely and shall not be abrogated if Grantee transfers this Conservation Easement to another party. Grantee shall have no liability to Grantor or any other owner for Grantee's acts, taken in good faith, in connection with the administration of this Conservation Easement.

5.12 Further Acts. Each party shall perform any further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may be reasonably necessary to (a) carry out the provisions of this Easement, (b) qualify this instrument as a conservation easement under South Dakota Codified Law or any regulations promulgated pursuant thereto, and (c) if applicable, carry out the Grantor's intent that as of the date hereof this Conservation Easement shall be deemed a transfer of a qualified real property interest for conservation purposes as defined by Section 170(h) of the Internal Revenue Code.

5.13 Local, State and Federal Laws in Effect. The Property remains subject to all applicable local, state and federal laws and regulations.

6. Qualified Conservation Contribution Covenants.

6.1. Assignment and Continuity. Grantee agrees that it will assign or transfer this Conservation Easement only to an assignee that (a) is a Qualified Organization as defined in Section 170(h) of the Internal Revenue Code and which (b) agrees to continue to carry out the conservation purposes of this Conservation Easement as defined under Section 170(h) and the regulations thereunder. No assignment shall be made which adversely affects the status of the transactions herein contemplated under Section 170(h) of the Internal Revenue Code. Any assignee must be an entity able to enforce this Conservation Easement, having purposes similar to those of Grantee that encompass those of this Conservation Easement. If the Grantee ever ceases to exist or no longer qualifies under Section 170(h) or applicable state law, it will assign this Conservation Easement to a Qualified Organization. If it fails to do so, a court with jurisdiction may transfer this easement to another qualified organization having similar purposes that agrees to assume the responsibility.

6.2 Right to inspect. The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property in order to ascertain whether the provisions of this easement agreement are being observed. Notice of such inspections shall be delivered to the Grantor, her designee(s) or agent(s) at least twenty-four (24) hours prior to such inspection. The inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the State of South Dakota or at a date and time agreeable to the Grantee and Grantor.

Grantee or its designees shall also have the right to inspect the Property at any time, without prior notice, if Grantee has cause to believe the provisions of the Conservation Easement have been, or are being, violated.

6.3 Interpretation. This instrument is intended to create a "qualified real property interest" for "conservation purposes," under the provisions of SDCL 1-19B-56 to 1-19B-60, inclusive, and Section 170(h) of the Internal Revenue Code, and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument necessary to qualify the interest hereby granted as such a "qualified real property interest" for "conservation purposes," such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified. If any provision of this Conservation Easement is deemed contrary to the provisions of Section 170(h) of the Internal Revenue Code, such provisions shall be modified or excluded to the extent necessary to cause the interest hereby granted to be so qualified.

6.4 Perpetuation of Easement. The fact that any use of the Property that is expressly prohibited by the terms of this Conservation Easement may become greatly more economically valuable than uses permitted by the terms of the Conservation Easement, or that neighboring properties may, in the future, be put entirely to uses that are not permitted by this Conservation Easement, has been considered by Grantor in granting this Conservation Easement and by Grantee in accepting it. Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement, and Grantor and Grantee intend that

any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement. In addition, the inability of Grantor, her successors and assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

6.5 Effective date. This Conservation Easement shall become effective when the Grantee files it in the Office of the Register of Deeds for Lawrence County, South Dakota, with a copy of the recorded instrument provided to the Grantee for its conservation easement file.

IN WITNESS WHEREOF, the parties have executed and delivered this instrument on the date or dates set forth below their respective names.

GRANTOR: _____
(signature)

STATE OF SOUTH DAKOTA)
)SS.
COUNTY OF LAWRENCE)

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared _____, known to me as the person who 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: _____

GRANTEE:

Historic Preservation Commission

By: _____ Date: _____
Its: Chairperson

City of Deadwood

By: _____ Date: _____
Its: Mayor

ATTEST:

_____ Date: _____

Mary Jo Nelson, Finance Officer

EXHIBIT A

DESCRIPTION OF PROPERTY

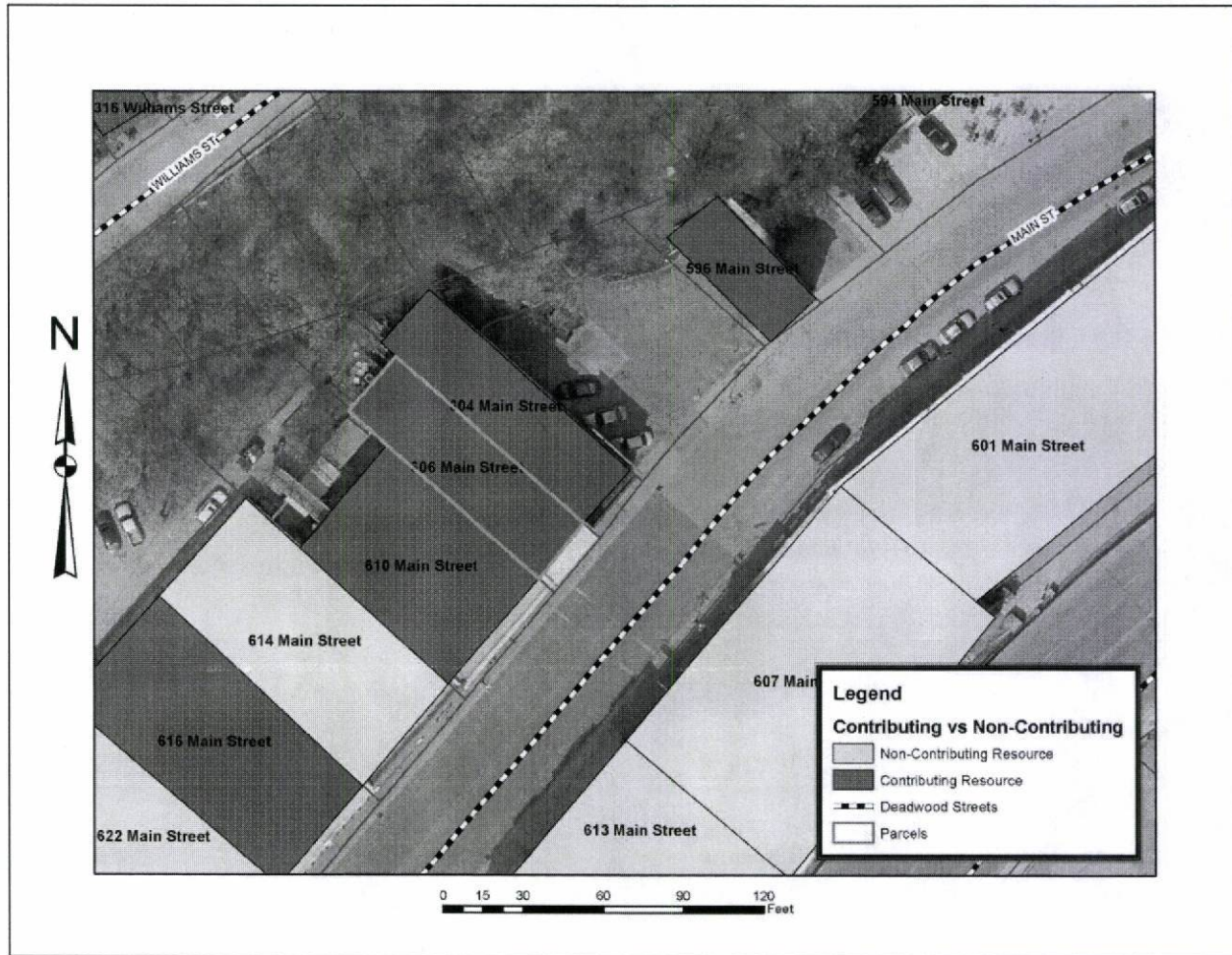
(legal description for the deed and/or survey)

606 Main Street

Lot 24, Block 15 of the City of Deadwood, according to the P.L. Rogers Map, Lawrence County, South Dakota, except a portion of land along the Southerly side of Lot 24, Block 15 being 8 inches in width fronting on main and back of even width 100' as set forth in Deed recorded in Book 162 on page 243, Lawrence County, South Dakota.

EXHIBIT B
CONSERVATION EASEMENT MAP

(Drawn to scale, reduced and attached to the easement)



606 Main Street, Deadwood, Lawrence County, SD is shown in cyan outline in above map generated with ESRI GIS software by the Deadwood Historic Preservation Office on November 17, 2015 by Kevin Kuchenbecker, Historic Preservation Officer, City of Deadwood, 108 Sherman Street, Deadwood, Lawrence County, SD.

12-21-15
100

CITY OF
DEADWOOD

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

December 21, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Construction Testing and Observation for Lower Main Welcome Center

SUMMARY

Included in the \$7.1 million estimate/budget for the Lower Main Welcome Center was \$25,000.00 for construction testing and observation. This is part of a QA/QC (quality assurance/quality control) program that is needed for a project of this magnitude. It assures us that materials and construction methods, used on the project, such as concrete and asphalt meet the design standards and soils are of suitable material and compacted sufficiently. It is important that the firm doing the testing is working for and paid by the City and not the Contractor. The cost for this service is, therefore, not included in the Contractor's bid. I have received quotes from 4 different firms to perform this service.

RECOMMENDATION

It is my recommendation that the Commission approve having the mayor sign a contract with FMG, Inc. to perform the construction testing for \$18,108.00.



FMG, INC. 3700 Sturgis Road, Rapid City, South Dakota 57702-0317 605/342-4105
FAX 605/342-4222

City of Deadwood
Attn: Mr. Ron Green, PE
Public Works Director
102 Sherman Street
Deadwood, SD 57732

December 10, 2015

**Re: REVISED -- Construction Testing Services Proposal
Deadwood Lower Main Parking Lot & Welcome Center
Deadwood, South Dakota**

Dear Mr. Green:

Thank you again for this opportunity to offer our constructing testing services for the referenced project. As requested, we have talked with the structural engineer to determine if there was any need to include masonry construction inspection and weld inspection services to our construction testing services proposal. The structural engineer thought that it would probably be a good idea for us to include one trip to the job site to observe the masonry construction for the large fireplace. The structural engineer also thought that it would be a good idea to include one job site visit for the welding inspector to observe any field welds that might be required. So, I have revised our testing services proposal to include the masonry construction observation and observation of field welds. Our understanding of the revised scope of testing services is as follows.

TASK 1 -- Soil Compaction Testing

Field density testing would be performed for the following items using a Troxler nuclear density gauge. We have assumed that for one-half of the site visits for soil compaction testing we would also be performing concrete testing on the same trip to the job site to reduce mobilization cost.

Assumptions:

- Density testing of building pad and pedestrian bridge foundation over-excavation & backfill with engineered fill
- Observation of bottom of building pad and pedestrian bridge over-excavation
- Density testing of building foundation wall backfill
- Density testing of utility trench backfill
- Density testing of asphalt & concrete pavement subgrade/subbase
- Observation of proof-rolling of asphalt & concrete pavement subgrade

TASK 2 -- Concrete Testing

As per the project specifications, we would cast one set of concrete test cylinders for compressive strength testing for each of the concrete placement tested. The fresh concrete would also be tested for slump, entrained air content, and temperature at the same time the test cylinders are cast. Note that not all concrete placements will be tested but the focus will be testing concrete placements with the greatest significance such as structural concrete, floor slabs and pcc pavement placements. As per the structural specifications, periodic observation of concrete formwork & reinforcement on structural concrete placements would also be performed by our field technician. We have assumed one-half of the site visits for concrete testing we would also be performing soil compaction tests on the same trip to the job site to reduce mobilization cost.

Assumptions:

- Footings & foundation walls -- assumed would test 4 placements
- Floor slabs on grade -- assumed would test 2 placements
- Concrete pavement -- assumed would test 5 placements
- Pedestrian Bridge foundations/abutments -- assumed would test 4 placements
- Driveway approach pavement -- assumed would test 2 placements
- Retaining walls -- assumed would test 5 placements
- Sidewalks -- assumed would test 3 placements

Civil Engineering
Geotechnical Engineering
Materials Testing Laboratory
Land Surveying
Environmental Services
Water Resources

TASK 3 – Asphalt Pavement Density Testing

Field density testing would be performed using a Troxler nuclear density gauge on the new asphalt pavement during placement operations.

Assumptions:

- Assumed 3 job site visits to perform density tests on the new asphalt pavement during paving operations.
- Assumed contractor would provide Rice Density information to calculate in-place density of new asphalt pavement.

TASK 4 – Observation of Masonry Construction

Assumptions:

- Our senior field technician would make one site visit to observe the masonry construction to check the bond beam and vertical reinforcing, the horizontal durowall joint reinforcing, etc.

TASK 5 – Observation of Field Welds

Assumptions:

- A welding inspector will be retained by FMG to make one job site visit to visually check random field fillet welds.

Enclosed, please find our estimate of the construction testing costs for this project. The testing costs are based on assumptions on how the project will progress, so the actual testing costs could vary from this estimate. **Additional testing services beyond the scope of work indicated in this proposal would be performed only with your prior authorization to do so. Note you can reduce or add to the scope of work at any time.**

If you have any questions, or desire any additional information, please call us at your earliest convenience. *Thank you for the opportunity to be of service.*

Sincerely,

FMG Inc.,



James J. Trudeau

Enclosures

C: FMG December 2015 proposal file
Corporate\Marketing\Proposals\Testing\Deadwood Welcome Center Proposal.doc

Note if this proposal is acceptable, please sign below and return one copy to our office and retain the second copy for your files.

Acceptance By: _____

Date: _____

FMG INC. FEE SCHEDULE for CONSTRUCTION TESTING

PROJECT INFORMATION				CLIENT INFORMATION		
PROJECT NAME:		Lower Main Parking Lot & Welcome Center		NAME: Mr. Ron Green, PE		
PROJECT LOCATION:		Deadwood, SD		COMPANY: City of Deadwood		
				ADDRESS: Deadwood, SD		
Task/Item/Materials	Quantity	Units		Rate	per Unit	Sub-Total
TESTING SERVICES						
TASK 1 - SOIL COMPACTION TESTING						
Field Technician-Density Testing	84	hours	@	\$55.00	per hour	\$4,620.00
Sen. Construction Technician/Principle	22	hours	@	\$110.00	per hour	\$2,420.00
Moisture-Density Curve	4	tests	@	\$150.00	each	\$600.00
Atterberg Limits	1	tests	@	\$100.00	each	\$100.00
Standard Sieve Analysis	1	tests	@	\$100.00	each	\$100.00
Vehicle	1800	miles	@	\$0.70	per mile	\$1,260.00
Task1 - Soil Compaction Testing Sub-Total						\$9,100.00
TASK 2 - CONCRETE TESTING						
Field Technician	64	hours	@	\$55.00	per hour	\$3,520.00
Concrete Test Cylinder Compression Test	75	tests	@	\$20.00	each	\$1,500.00
Plastic Cylinder Mold	100	molds	@	\$1.00	each	\$100.00
Field Technician-Reporting	10	hours	@	\$55.00	per hour	\$550.00
Vehicle	1520	miles	@	\$0.70	per mile	\$1,064.00
Task 2 - Concrete Testing Sub-Total						\$6,734.00
TASK 3 - ASPHALT PAVEMENT DENSITY TESTING						
Field Technician	12	hours	@	\$55.00	per hour	\$660.00
Senior Construction Technician/Principle	1	hours	@	\$110.00	per hour	\$110.00
Vehicle	240	miles	@	\$0.70	per mile	\$168.00
Task 3 - Asphalt Pavement Density Testing Sub-Total						\$938.00
TASK 4 - MASONRY CONSTRUCTION OBSERVATION						
Senior Construction Technician/Principle	5	hours	@	\$110.00	per hour	\$550.00
Vehicle	90	miles	@	\$0.70	per mile	\$63.00
Task 4 - Masonry Construction Observation Sub-Total						\$613.00
TASK 5 - WELDING INSPECTION						
Welding Inspector-Visual Check	6	hours	@	\$75.00	per hour	\$450.00
Vehicle	90	miles	@	\$1.20	per mile	\$108.00
Senior Construction Technician/Principle	1.5	hours	@	\$110.00	per hour	\$165.00
Task 5 - Observation of Field Welds Sub-Total						\$723.00
Subtotal						\$18,108.00
Sales Tax (0%)						\$0.00
Opinion of Total Probable Testing Cost						\$18,108.00

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"

12-21-15
10P
Kevin Kuchenbecker
Historic Preservation Officer
Telephone (605) 578-2082

MEMORANDUM

Date: December 17, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Emergency Funding Nonprofit Grant Masonic Center

On December 15, 2015, the Grants, Recognition, Advocacy and Public Education (G.R.A.P.E.) Committee of the Deadwood Historic Preservation Commission met, reviewed and recommends approval the Deadwood Masonic Center application for the 2015 Not-for-Profit Grant program is requesting \$5,500.00 to repair a sewer leak in a second floor restroom. This repair is allowable under the guidelines of the grant program.

The Not-For-Profit guidelines provide an amount up to \$50,000.00 within any five year period. The guidelines were approved and effective as of July 24, 2011. The Deadwood Masonic Center has utilized \$23,887.22 to date since this policy was put into effect. For informational purposes, the Masonic Temple has received \$140,451.12 since 2005.

The Masonic Center is requesting funding to help offset expenses associated with replacing the asbestos soaked flooring, replacing floor joists and subfloor, cleaning and repairing wall tiles, repairing rusted metal ceiling, replacing floor covering, installing new plumbing including urinal, and installing shut off valves.

The G.R.A.P.E. Committee reviewed the request on Tuesday, December 15, 2015 and recommends approval to the City Commission and the Historic Preservation Commission. The Historic Preservation Commission will be reviewing the request at their December 22, 2015 meeting.

RECOMMENDATION:

Approve the Historic Preservation Not-for-Profit Grant to the Masonic Center Association to repair second floor restroom in the amount of \$5,500 contingent upon approval of the Historic Preservation Commission's approval on December 22, 2015.

GRANT FUND -
SITE NOT ELIGIBLE FOR STATE TAX MORATORIUM

APPLICATION # _____

DEADWOOD HISTORIC PRESERVATION COMMISSION

DEADWOOD NOT-FOR-PROFIT GRANT PROGRAM FOR
SITES NOT ELIGIBLE FOR STATE PROPERTY TAX MORATORIUM

Application

The Deadwood Historic Preservation Commission reviews all applications. Please read the attached Policy Guidelines and provide the requested information below.

1. Property Address:

715 Main Street DEADWOOD SD 57732
Street City State Zip

2. Applicant Details:

TODAY'S DATE: 12 / 09 / 2018

Willie Steinlicht (605) 578-1428 bhsn@Rushmore.com
Name Daytime Telephone E-mail Address
P.O. Box 357 DEADWOOD SD 57732
Street City State Zip

3. Owner of Property**:

****NOTE:** Applicant must own/retain property;
OR

Applicant must be leasing or renting the property and have written permission from the owner to conduct the work;

OR

Applicant must have a firm written commitment with the owner to purchase the property.

(Complete 'Owner of Property' only if different from that of applicant)

Deadwood Masonic Center)
Name Daytime Telephone E-mail Address
Street City State Zip

1. Property Address

Street _____ City _____ State _____ Zip _____

2. Description of work to be performed as part of this project:

- Emergency Request - Sewer leak
- Replace floor joists AND double sub-floor - under second floor bathroom - destroyed by sewage
 - Clean and repair back side of metal ceiling tile on first floor
 - replace some rusted ceiling tiles on first floor
 - replace bathroom floor ceiling
 - install new pvc drain piping, shut-off valves to bathroom fixtures
 - Replace toilet and urinal
 - replace bathroom walls

3. Project budget - itemized and showing disbursement of funding

Description <i>(as needed)</i>	Grant	Total
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
Total:	\$ _____	\$ _____

4. Total Project Cost: \$ 5,500⁰⁰ Grant Amount: \$ 5,500⁰⁰

GRANT FUND -
SITE NOT ELIGIBLE FOR STATE HISTORIC MONUMENT

The following information must be presented with this application as attachments before being reviewed by the Deadwood Historic Preservation Commission (incomplete applications will not be reviewed)

- a. Floor plan(s) (when necessary)
- b. Site plan(s) (when necessary)
- c. Photographs
- d. Copy of deed or notarized letter of authorization
- e. Verification of listing on or eligibility for listing on the National Register of Historic Places
- f. Submission of specifications and contracts

BHSR

From: wayne stuen <wstuen@yahoo.com>
Sent: Wednesday, November 04, 2015 8:25 AM
To: bhsr@rushmore.com
Subject: bathroom repair 2nd floor

18" ada toilet \$187 plumbing materials and building supplies \$1500
Urinal with power valve \$681 and labor estimate of \$2632 = \$5000

187
1500
681

2368 materials
2632 labor

5000 *ask for*

- * replace asbestos urine soaked floor tile
- * replace floor joists and double sub floor urine soaked
- * clean and repair back side of ~~ceiling~~ tile
- * Ceiling that is rusted through
- * replace floor covering
- * install new pvc drain piping
- * install shut off valves to urinal, toilet and sink

12-21-15
10Q

Kevin Kuchenbecker

From: Donohue, Jim <Jim.Donohue@state.sd.us>
Sent: Friday, December 18, 2015 8:30 AM
To: Kevin Kuchenbecker
Subject: Deadwood Welcome Center Cultural Resources Survey

Hi Kevin:

The South Dakota State Historical Society Archaeological Research Center (ARC) is pleased to provide the City of Deadwood with a cost proposal for conducting an Intensive Cultural Resources Survey of the proposed new Deadwood Welcome Center project. The cultural resources survey will include a comprehensive files search that documents previous surveys and sites located within the project vicinity, an analysis of the Sanborn map data and Historic photographs, a field survey and structure recordation of the current Welcome Center, and subsequent report preparation, documents curation, and report submissions. The cost proposal does not include a cost estimate for any future mitigative monitoring activities if such are needed. The cost proposal is not to exceed \$2,972.40. The ARC is a non-profit organization and only hours worked on this project will be billed, so actual project costs may come in under the quoted cost figure.

Very best regards

James Donohue
Assistant State Archaeologist

12-21-15

11A

CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: 12-18-15Organization: Black Hills Shooter Assn LTD

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

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

Contact Information:

Name: Ray RuffAddress: P.O. Box 1046, Spearfish, SD 57783Phone #: 605-642-3976 / Fax 605-642-1805Email: raytrax@ruffhome.com501 (c) 3- Non Profit: Yes ☒ No ☐Dates of Ticket Sales: mid Jan 2016 thru long niteDate of Raffle Drawing: 09-24-2016Value of Raffle Prize: \$300.00 to \$4,000.00 variousProceeds will benefit: various other non profit groups

Office use only:

Presented at City Commission Meeting dated _____

Finance Office: _____