

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
5:00 p.m. December 7, 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 November 16, 2015**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Years of Service Awards
- B. Shantel Pettit with Deadwood History Inc.-Request special trolley on December 18th for Festive Friday caroling, and permission to waive group fee.
- C. Molly Schepers with Neighborworks-Request special trolleys on December 16 and December 23 for Tour of Lights and permission to waive group fee.
- D. Tom Blair-creation of additional Business Improvement District

6. **CONSENT AGENDA**

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

- A. Permission for Mayor to sign 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. Permission for Public Works to order 40 holiday globes for Charles Street at cost not to exceed \$5,000.00.
- F. Approve Change Order #1 with Rosenbaum Signs regarding wayfinding project. Change Order extends completion date to January 29, 2016 at zero cost to city
- G. Make annual parking lease payment to First Baptist Church at cost of \$3,600.00.

- H. 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
- I. Permission to pay \$13,652.50 to South Dakota Dept. of Legislative Audit for 2014 audit (budgeted in Finance)
- J. Accept resignation of Dean Schallenkamp from Parks Department effective November 30, 2015
- K. Hire Alexandra Madsen at Deadwood Rec Center for lifeguard position effective December 9, 2015 at \$10.00 per hour, pending pre-employment screening
- L. Pass Resolution 2015-23 to Declare Lockers located at Deadwood Pavilion as Surplus and donate to Boys and Girls Club of Lead-Deadwood.
- M. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Christina M. Torres
- N. Permission for Mayor to sign revised agreement with Ace Signs of Arkansas to install archway over lower Main Street
- O. Adopt the following: Event Center Guidelines and Information Packet and Event Complex Rental/Use Agreement
- P. Permission for Mayor to sign agreement with Deadwood Chamber to manage events at rodeo grounds
- Q. 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)

7. BID ITEMS

- A. Accept bid results for five parking spaces at intersection of Deadwood and Main. Bids were opened November 19, 2015 for: Hotel Franklin Corp. at \$205.00 and Deadwood Winery at \$185.00. Request City Attorney prepare three year lease with Silverado Gaming for five spaces at \$205.00 each.
- B. Results of bids opened December 2, 2015 for Deadwood Welcome Center Project. Parking and Transportation Committee recommends approval of low bidder, Ainsworth Benning. (budgeted)

8. PUBLIC HEARINGS

- A. Hold public hearing on December 7, 2015 after publication of tax levy per Ordinance #1235 for BID 1-6
- B. Hold public hearing on December 7, 2015 after publication of tax levy per Ordinance #1236 for BID 7
- C. Hold public hearing on adoption of Resolution to Intent to enter into a lease with private party for nine spaces to parking motor vehicles. Permission for Mayor to sign contract with Silverado Gaming for three year lease on same.
- D. Set public hearing on December 21 for street closure for Fire in the Sky - New Year's Eve Ball Drop on December 31.
- E. 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

- F. 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, and recommendation will be announced to Commission on December 21, 2015
- G. 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 Event.

9. OLD BUSINESS

- A. Update on extending historic lighting costs on Highway 85 project

10. NEW BUSINESS

- A. Resolution 2015-21 to Adopt Citywide Fees effective January 1, 2016
- B. Approve estimate and allow payment to Eddie's Truck to repair turbo on diesel trolley and perform diagnostics in an amount not to exceed \$9,000.00.
- C. Second Reading of Ordinance #1238 regarding amendment to Deadwood Rodeo grounds
- D. First Reading of 2015 Supplemental Budget Ordinance #1239
- E. Direct Finance Officer to transfer cash from another identified fund to cover cash shortfall in Parking and Transportation Fund at year end.
- F. Close city offices at noon on December 24, 2015. Employees will take annual leave for time not worked.
- G. Permission to hire Western Hills Painting \$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. To be paid from Historic Preservation Capital Asset line item
- H. Resolution 2015-22-Designate 2016 Special Events for the purposes of displaying banners
- I. First Reading of Ordinance #1240 Amending Chapter 12.20.030 and 12.20.040 Regarding Snow Removal Policy. Approve additional policy regarding same
- J. Permission for 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)
- K. Permission to advertise in house, with subsequent publication in local newspaper for Parks Dept. position. Starting wage effective January 2016 is \$16.16. per hour
- L. Approve Change Order #4 to abandon water line in the amount of \$2,303.82 and Change Order #5 in the amount of \$13,877.47 for lowering sewer service in conjunction with Highway 85/385 Utility Relocation
- M. Permission for Mayor to sign letter to CenturyLink, requesting donation of building at 644 Main to City of Deadwood for revitalization efforts.
- N. Purchase tires for loaders and truck at cost of \$10,440.00 from Dales Tires (Streets budget)

- O. First Reading of Ordinance #1241, Amending Chapter 5.28, Vending in City Limits of Deadwood
- P. Purchase 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
- Q. 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)

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

No action can be taken

- A. Trolley service ends at 4:00 p.m. on Christmas Eve
- B. Recycle bins have been moved to Sherman Street

12. **EXECUTIVE SESSION**

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

13. **ADJOURNMENT**

REGULAR MEETING, November 16, 2015

The Regular Session of the Deadwood City Commission convened on November 16, 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 2, 2015. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Todd moved, Van Den Eykel seconded to approve the November 16, 2015. Roll Call: Aye-All. Motion carried.

ABC BUSINESS	SUPPLIES	1,410.02
ALBERTSON ENGINEERING	PROJECT	2,180.94
ALSCO	SUPPLIES	168.06
AMAZON WEB	SERVICES	229.28
ATCO INTERNATIONAL	SUPPLIES	831.00
BH CHEMICAL	SUPPLIES	347.95
BH DISPOSAL	SERVICE	400.00
BH PIONEER	ADS	563.85
BLACKSTRAP	SERVICE	11,002.35
BROADBAND UTOPIA	SHIPPING	37.12
BROKEN BOOT GOLD MINE	GRANT	5,230.30
CHAINSAB CENTER	SUPPLIES	109.32
COOMES, TIM	GRANT	1,900.00
CULLIGAN	SUPPLIES	107.50
DAKOTA BUSINESS	MAINTENANCE	171.75
DAKOTA FENCE	PROJECT	66,300.00
DAKOTA PRAIRIE LANDSCAPES,	PROJECT	21,459.89
DAKOTA SECURITY	SERVICE	223.00
DAKOTA SUPPLY	SUPPLIES	315.88
DEADWOOD CHAMBER	BILL LIST	51,007.38
DEADWOOD DEVELOPMENT	POSTAGE	41.97
E.T. SPORTS	SUPPLIES	407.76
EAGLE ENTERPRISES	SUPPLIES	524.32
ECOLAB	SERVICE	200.00
EDDIE'S TRUCK CENTER	SERVICE	351.48
FERBER ENGINEERING	PROJECT	1,250.00
GENERAL TRAFFIC	SERVICE	9,160.00
GENPRO ENERGY	PROJECT	128,975.00
GOLDEN WEST	SERVICE	1,193.65
GUNDERSON, PALMER, NELSON	SERVICE	5,134.30
HD SUPPLY WATERWORKS	SUPPLIES	201.38
JACOBS WELDING	SERVICE	5,498.78
KDSJ	ADS	160.00
KONE	MAINTENANCE	266.80
L.L. BEAN	AWARDS	931.35
LAWSON PRODUCTS	SUPPLIES	419.36
LEAD DEADWOOD ARTS CENTER	FRAMES	660.00
LEAD-DEADWOOD REGIONAL	SERVICE	522.00
LEAD-DEADWOOD SANITARY	USAGE	26,470.17
LUX, JUSTIN	REIMBURSEMENT	169.50
LYNN'S	SUPPLIES	88.33
M&M SANITATION	RENTAL	550.00
MARKERTEK VIDEO	SUPPLIES	989.97
MIDCO DIVING	SERVICE	2,699.00
MIDCONTINENT	SERVICE	65.00
MDU	SERVICE	3,188.32
MS MAIL	SUPPLIES	1,035.09
MUTUAL OF OMAHA	INSURANCE	5.07
NATIONAL MAIN STREET	MEMBERSHIP	250.00
NEVE'S	UNIFORMS	799.21
NEWELL MUSEUM	GRANT	13,848.50
NORTHERN HILLS TECHNOLOGY	SERVICE	54.00
NORTHWEST PIPE FITTINGS	SUPPLIES	225.18
PASSPORT PARKING	METERS	39.25
PETE LIEN & SONS	SUPPLIES	201.50
PETTY CASH	HP, P&Z	133.55
PITNEY BOWES	POSTAGE	500.00
PLASTIC WORKS	SUPPLIES	1,300.00
PUSH-PEDAL-PULL	PARTS	4,248.27
RASMUSSEN MECHANICAL	KIT	306.45
REGIONAL HEALTH	TESTING	100.00
RENNER, DONOVAN	REIMBURSEMENT	252.01
SD COMMISSION ON GAMING	CITY SLOTS	27,443.18
SD GOV. FINANCE OFFICERS	MEMBERSHIP	130.00
SD GOV. HUMAN RESOURCE	MEMBERSHIP	50.00
SD MUNIC. STREET	MEMBERSHIP	35.00
SD MUNICIPAL LEAGUE	MEMBERSHIP	1,709.09
SD ONE CALL	SERVICE	43.68
SD POLICE CHIEFS'	MEMBERSHIP	121.78
SDML WORKERS' COMP	PREMIUM	55,412.00
SOCIETY OF BLACK HILLS	GRANT	1,450.00
SOUTHSIDE OIL	DIESEL	10,340.00
SOUTHSIDE SERVICE	SERVICE	582.13
STURDEVANT'S	SUPPLIES	1,949.81
TALLGRASS	PROJECT	1,440.00

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TEMPERATURE TECHNOLOGY	SENSOR	207.86
TRIPLE K TIRE	SERVICE	829.48
TROUTON, JEFF	GRANT	600.00
TURBIVILLE INDUSTRIAL	ADAPTER	147.20
TURBIVILLE, CHARLES	REIMBURSEMENT	358.96
TWILIGHT	SUPPLIES	579.45
TYLER TECHNOLOGIES	MAINTENANCE	203.00
VAST	SERVICE	1,547.85
WASTE CONNECTIONS	SERVICE	8,567.61
WESTERN STAR	CABLE	6.45
WHEELER LUMBER	SUPPLIES	4,420.80
WHISLER BEARING	SUPPLIES	73.90
WHITE'S CANYON	ROD	173.55
TOTAL		\$ 495,834.89

ITEMS FROM CITIZENS ON AGENDA

Years of Service

Fire Chief Helmin presented certificates to Alex Hamann for 15 years of service, and Lei' Ani Wieringa for five years of service as volunteer firefighters. Chief Helmin also mentioned Pat Eastman for 25 years of service as volunteer firefighter. Commission thanked them for their years of service.

Request

Wayne Morris, on behalf of Deadwood Business Club, asked the Commission for additional funding in the amount of \$6,000.00. Morris said additional funds would be used for special events and charities. After discussion about funding and other non-profit organizations, Morris was directed to BID 7 by Mayor Turbiville. No action taken. Roll Call: Aye-All. Motion carried.

Lighting

Discussion was held on possible change of street lighting standards from Walnut Street to Highway 385. Public Works Director Green stated DOT engineers indicated redesigning would have to take place, and other issues such as replacing utilities underground. Ron Island, Business Owner, spoke in favor of the historic lighting. After much discussion about cost, and time frame, Mayor Turbiville asked Green to obtain further information from DOT and bring forward at next Commission meeting.

CONSENT

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

- A. Acknowledge principal and interest payments to bondholders on Certificates of Participation in the following amounts: \$2,965,000.00 principal, and \$334,293.75 interest.
- B. Resolution 2015-19 to amend prior Resolution 2005-33 in regard to certain financial policies in accordance with Governmental Accounting Standards Board.

Resolution 2015-19

A RESOLUTION WHICH SHALL REPLACE RESOLUTION 2005-33, TO ESTABLISH THE FOLLOWING FINANCIAL POLICIES IN ACCORDANCE WITH GOVERNMENTAL ACCOUNTING STANDARDS BOARD

Be it resolved by the Deadwood City Commission that in accordance with the Governmental Accounting Standards Board Statements and Pronouncements, the City of Deadwood has instituted the following policies to provide consistency within the financial reporting of the city.

BASIS OF ACCOUNTING: The City of Deadwood prepares government-wide financial statements using the economic resources focus and the accrual basis of accounting as do the business type activity and fiduciary fund financial statements. Governmental fund financial statements will be reported using the current financial resources measurement focus and the modified accrual basis of accounting.

RESTRICTED AND UNRESTRICTED RESOURCES: The City of Deadwood has hereby instituted a priority system regarding restricted and unrestricted cash. When both restricted and unrestricted resources are available for use, it is the policy of the City of Deadwood to use

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restricted resources first, then unrestricted resources as they are needed, excluding Library and Rubble Site Funds, where unrestricted resources would be used first.

OPERATING VS. NONOPERATING REVENUES AND EXPENSES: The City of Deadwood's enterprise or businesses like activity funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services with regard to our enterprise operations. Principal operating revenues of these operations are charges for services in each fund. Nonoperating revenues include grants and interest earned. Operating expenses of our enterprises include salaries and benefits, supplies, and depreciation. The loss on disposal of capital assets is a nonoperating cost.

REVENUE AVAILABILITY CRITERIA: The City of Deadwood considers revenues to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City of Deadwood considers revenues to be available if they are collected within ~~30~~ 45 days of the end of the current fiscal period.

Dated this 16th day of November, 2015

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- C. Approve expenditures of \$13,757.00 from Historic Preservation DOT Highway 85/386 line item for Gateway Interpretive Signage with 100% reimbursement from SD DOT: allow Mayor to sign contract with Berberich Designs in the amount of \$9,875.00 for six (6) interpretive signs, and allow Mayor to sign contract with Pannier Graphics for \$3,883.00 for signs.
- D. Approve Change Order #1 for CAI Construction Inc. at 10 Harrison retaining wall project and add five days to completion date due to rain delay, and no additional cost.
- E. Allow Brandy Ryan to attend thirteen week LET Basic Training in Pierre effective November 22, 2015.
- F. Permission for Mayor to sign the 2016 Memorandum of Understanding with the Lead-Deadwood School District for the School Resource Officers.
- G. Approve 2016 Active Transportation Collaboration application. Successful community will receive technical assistance to provide recommendations for improving walkability. Permission for Mayor to sign letter.
- H. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Donna M. and Robert E. Nelson, Sr., and Fred and Shanon Schallenkamp.
- I. Permission to remove the following seasonal and part-time employees from payroll: Shelly Corbitt effective September 16, 2015; Janet Lanphear, Connie Olsen, Meggan Pierce, Doris Schenk, Georgeann Silvernail, and Jeanne Zurey effective October 16, 2015; Tavis Little and Matt Hardin effective November 1, 2015.
- J. Remove John Bigney effective November 4, 2015 from the Volunteer Fire Department roster for workers compensation purposes.

PUBLIC HEARINGS

Public hearing was opened at 5:21 p.m. by Mayor Turbiville. Commissioner Ruth recused himself and discussion was held on Resolution 2015-17 to annex property into city limits. Attorney Tim Johns, on behalf of property owners requesting annexation, stated the services requested are police and fire protection, garbage collection, a trolley stop at KOA, and be zoned highway commercial. Commissioner Speirs stated his pros and cons based on conversations with residents. Pros: 1) It expands the city's tax base. 2) It brings trolley services to more businesses. Cons: 1) After serving on Planning and Zoning Committee, he believes annexation of this sort is spot zoning and does not include all contiguous properties. 2) The value of the properties does not increase city coffers significantly in relation to what our city budget is. 3) The residency policy for elected officials should follow the same policy as for hired employees. When a seated city commissioner has a residency that is altered to provide for his continuation on the City Commission, it differs from the policies we expect our employees to adhere to. 4) City trolley service suffers from a large deficit and it is doubtful that including this route will affect the trolley revenue much. 5) The city is burdened with more than enough maintenance issues, and faced with our present boundaries, people want their tax dollars used in support of taxpayers who have been paying into the community. 6) Elected officials should be held to a higher standard than our employees. Sharon Martinisko, resident, spoke in favor of the annexation. Commissioner Todd stated he could not see any adverse effects, but only benefits by adding new businesses and new residents. Commissioner Van Den Eykel stated he is not against the annexation, but questioned why not include property to Maitland Road, why aren't

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contiguous properties included. David Ruth Jr. spoke on behalf of the Ruth Family Trust, thanked the Commission for considering the annexation and explained that his grandfather wants the property to stay in the family name. Ruth also stated this annexation is about adding to the tax base, having the opportunity to bring in more property to the city without the capital outlay by the city itself, and brings the opportunity for the KOA to participate in historical programs. After discussion, Todd moved, Turbiville seconded to approve the Resolution 2015-17 to annex property into city limits. Roll Call: Aye-Todd, Turbiville. Nay-Speirs, Van Den Eykel. Abstained-Ruth. Motion failed for lack of majority.

Mardi Gras

Public hearing was opened at 5:38 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber of Commerce, requested approval for the following:

Todd moved, Speirs seconded to allow the relaxation of the open container ordinance on Main Street from the Four Aces to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to Sherman Street on Friday January 29, 2016 from 5:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Todd moved, Speirs seconded to allow the relaxation of the open container ordinance for same area as approved on Friday January 29 for Saturday January 30, 2016 from 12:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Todd moved, Speirs seconded to approve waiver of banner fees and street closure on Main Street from Four Aces to the Masonic Temple from 6:45 p.m. to 8:00 p.m. or until parade ends on Saturday January 30, 2016. Roll Call: Aye-All. Motion carried.

Set

Speirs moved, Todd seconded to set public hearing on December 7, 2015 for Notice of Intent to lease to Private Party for three year parking leases at corner of Main and Deadwood Streets. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Second Readings

Van Den Eykel moved, Todd seconded to approve second reading of Ordinance #1235 to Continue Business Improvement District 1-6 for 2016. Roll Call: Aye-All. Motion carried.

Speirs moved, Todd seconded to approve second reading of Ordinance #1236 to Continue Business Improvement District 7 for 2016. Roll Call: Aye-All. Motion carried.

Todd moved, Speirs seconded to approve second reading of Ordinance #1237 Amending Chapter 15.32, Article II, Disallowed Signs. Ordinance removes time requirement for putting up and dismantling Christmas holiday decorations. Roll Call: Aye-All. Motion carried.

Contract

Speirs moved, Todd seconded to approve contract and allow Mayor to sign contract with Chad Adams to manage Tri-City Rubble Site. Total cost is \$10,485.00, financial responsibilities prorated as follows: \$3,276.00 from cities of Lead and Deadwood, and \$657.00 from Central City. Roll Call: Aye-All. Motion carried.

Policy

Mayor Turbiville stated Public Works would like to adopt a snow removal policy. He appointed Public Works Director Ron Green, Commissioners David Ruth and Mark Speirs, and also Pat Roberts, Ken Gienger and Mike Trucano to be on a committee to establish a policy and bring forward. Roll Call: Aye-All. Motion carried.

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First Reading

After discussion about naming and signage of the complex, Van Den Eykel moved, Speirs seconded to approve first reading of Ordinance #1238 regarding amendment to Deadwood Rodeo grounds. Roll Call: Aye-All. Motion carried.

Approval

Speirs moved, Van Den Eykel seconded to approve underground utility service at approximately five (5) buildings as result of utility relocation project at cost of approximately \$25,000.00 Roll Call: Aye-All. Motion carried.

Contract

Speirs moved, Van Den Eykel seconded to allow Mayor to sign contract with TSP to provide construction documents for electrical utility service ties at cost not to exceed \$4,620.00. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Attorney Riggins requested Executive Session for legal matters per SDCL 1-25-2 (3) with possible action and union matters per SDCL 1-25-2 (1) with no action.

A special meeting will be held on Wednesday November 18, 2015 to approve bills that were not included in regular bill list.

Commissioner Ruth thanked those who supported the annexation and expressed disappointment in the outcome.

ADJOURMENT

Todd moved, Speirs seconded to adjourn the regular session at 6:01 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) with possible action and union matter per SDCL 1-25-2 (1) with no action. The next regular meeting will be on Monday December 7, 2015.

After coming out of executive session at 6:23 p.m., Speirs moved, Van Den Eykel seconded to adjourn.

Special meeting of the Deadwood City Commission convened on November 18, 2015 at 8:00 a.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Turbiville called the meeting to order with the following members present: Finance Officer Nelson, Historic Preservation Officer Kuchenbecker, and Commissioners David Ruth Jr., Mark Speirs, Gary Todd and Jim Van Den Eykel.

APPROVAL OF DISBURSEMENTS

Ruth moved, Todd seconded to approve the November 18, 2015 disbursements. Roll Call: Aye-All. Motion carried.

BARRY'S ELECTRIC	PROJECT	3,948.99
J & B RENTALS	PROJECT	4,615.23
KRACHT, LAWRENCE	PROJECT	10,000.00
LAWRENCE CO. REGISTER	FEES	270.00
LAWRENCE TITLE COMPANY	FEES	300.00
NEIGHBORHOOD LENDING	SERVICE	92.00
SHEPHERD, LANNY	PROJECT	4,420.45
TURNBULL & SONS	PROJECT	8,650.00
WELLMARK	INSURANCE	41,002.20
	TOTAL	\$ 73,298.87

ADJOURMENT

Speirs moved, Van Den Eykel seconded to adjourn the special meeting at 8:02 a.m.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: Charles M Turbiville, Mayor

PACKET: 03672 COMBINED - 12/8/15

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
01-0361	SD PUBLIC ASSURANCE ALL					
		I-22007	101-4111-421	INSURANCE AUTO LIAB. INS.	000000	222.00
01-0418	BLACK HILLS PIONEER					
		I-757-2015	101-4111-423	PUBLISHING NOTICE TO BID-WELCOME CENTER	000000	27.67
		I-778-2015	101-4111-423	PUBLISHING MINUTES - 10/19/15	000000	184.05
		I-788	101-4111-423	PUBLISHING PROPOSAL REQUEST-DWD EVENT COM	000000	34.18
		I-798	101-4111-423	PUBLISHING NOH - MARDI GRAS	000000	19.90
		I-799	101-4111-423	PUBLISHING NOH - PROPERTY ANNEX	000000	14.02
		I-800	101-4111-423	PUBLISHING ORDINANCE#1230-PERFORMERS	000000	92.25
		I-801	101-4111-423	PUBLISHING ORDINANCE #1231- TROLLEY FARE	000000	23.51
		I-802	101-4111-423	PUBLISHING ORDINANCE#1232-REC CNTR FEES	000000	25.32
		I-803	101-4111-423	PUBLISHING ORDINANCE #1233-	000000	55.62
		I-804	101-4111-423	PUBLISHING ORDINANCE #1234-WATER SVC.RATE	000000	28.04
		I-814	101-4111-423	PUBLISHING MINUTES - 11/2/15	000000	176.36
		I-830-2015	101-4111-423	PUBLISHING NOTICE OF AUDIT	000000	13.84
		I-836	101-4111-423	PUBLISHING ORDINANCE #1237 - SIGNS	000000	12.21
01-0681	NELSON, ROBERT JR.					
		I-120315	101-4111-427	TRAVEL MEAL REIMBERSMT-SAFETY CONF	000000	28.00
01-0912	SD DEPT. OF HEALTH					
		I-111915	101-4111-422	PROFESSIONAL FLU SHOTS	000000	1,000.00
01-1010	CEDAR SHORE RESORT					
		I-608 - 11/20/15	101-4111-427	TRAVEL LODGING - SAFETY CONFERENCE	000000	509.75
DEPARTMENT 111 COMMISSION					TOTAL:	2,466.72
01-1171	A & B BUSINESS SOLUTION					
		I-IN233850	101-4142-422	PROFESSIONAL COPIER MAINTENANCE - FINANCE	000000	98.34
01-2160	DATA FLOW					
		I-20267	101-4142-426	SUPPLIES FORMS & ENVELOPES	000000	98.00
01-3079	PEPFMEIER, JANICE					
		I-111815	101-4142-415	GROUP INSURAN REIMBURSEMENT	000000	543.15
01-3877	MUTUAL OF OMAHA					
		I-446108429	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.46
DEPARTMENT 142 FINANCE					TOTAL:	755.95
01-0097	FARMER BROTHERS CO					
		I-62526512	101-4192-426-04	SUPPLIES - CI COFFEE - CITY HALL	000000	72.55
01-0360	ABC BUSINESS SUPPLY					

PACKET: 03672 COMBINED - 12/8/15

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
01-0360	ABC BUSINESS SUPPLY	continued				
		I-9135	101-4192-426	SUPPLIES	SYLVANIA COMPACT LAMP/PB	000000 79.90
01-0429	BLACK HILLS POWER & LIG					
		I-112415POWER	101-4192-428	UTILITIES	WELCOME SIGN UPPER MAIN	000000 42.83
		I-112415POWER	101-4192-428	UTILITIES	WELCOME SIGN BOULDER CYN	000000 36.84
		I-112415POWER	101-4192-428	UTILITIES	WELCOME SIGN JCT HWY 385	000000 43.79
		I-112415POWER	101-4192-428	UTILITIES	MILLER STREET	000000 16.46
		I-112415POWER	101-4192-428	UTILITIES	WELCOME SIGN DEADWOOD HILL	000000 44.25
		I-112415POWER	101-4192-428	UTILITIES	SAMPSON STREET PUMP	000000 17.80
		I-112415POWER	101-4192-428	UTILITIES	PRESSURE REG STATION-CRESCENT	000000 52.75
		I-112415POWER	101-4192-428	UTILITIES	GAYVILLE PUMP BLACKTAIL	000000 12.00
		I-112415POWER	101-4192-428	UTILITIES	TRAFFIC LIGHTS-MCKINLEY ST	000000 64.90
		I-112415POWER	101-4192-428-13	UTILITIES - R	REC CENTER-SHERMAN STREET	000000 5,574.71
		I-112415POWER	101-4192-428	UTILITIES	WELLHOUSE OAKRIDGE CEMETARY	000000 133.49
		I-112415POWER	101-4192-428-07	UTILITIES - F	FIRE HALL-737 MAIN STREET	000000 757.45
		I-112415POWER	101-4192-428-07	UTILITIES - F	FIRE HALL-737 MAIN STREET	000000 10.97
		I-112415POWER	101-4192-428-14	UTILITIES - S	STREET SHOP	000000 10.87
		I-112415POWER	101-4192-428	UTILITIES	DUNLAP STREET PRV	000000 57.65
		I-112415POWER	101-4192-428	UTILITIES	SHERMAN-PINE ST TRAFFIC SIGNAL	000000 47.51
		I-112415POWER	101-4192-428-03	UTILITIES - B	BALL FIELD- CRESCENT	000000 139.10
		I-112415POWER	101-4192-428	UTILITIES	CORNER TRAFFIC SIGNAL LIGHTS	000000 216.96
		I-112415POWER	101-4192-428	UTILITIES	SPEED SIGN-CHARLES STREET	000000 13.88
		I-112415POWER	101-4192-428	UTILITIES	PUMP - DENVER AVENUE	000000 804.92
		I-112415POWER	101-4192-428	UTILITIES	TRAFFIC LIGHTS 4 LANE-DWD ST	000000 145.93
		I-112415POWER	101-4192-428-05	UTILITIES - C	110 TIMMS LANE	000000 65.28
		I-112415POWER	101-4192-428-10	UTILITIES - L	DEADWOOD LIBRARY	000000 458.28
		I-112415POWER	101-4192-428	UTILITIES	SHERMAN ST TRAFFIC LIGHTS	000000 66.26
		I-112415POWER	101-4192-428	UTILITIES	102 WATER TANK LANE	000000 12.00
		I-112415POWER	101-4192-428-15	UTILITIES - T	TROLLEY BARN	000000 277.68
		I-112415POWER	101-4192-428	UTILITIES	WILD BILL STATUE LIGHT	000000 12.00
		I-112415POWER	101-4192-428	UTILITIES	PLUMA HEAT TAPE CLIFF ST	000000 77.20
		I-112415POWER	101-4192-428-06	UTILITIES - D	RODEO GROUNDS 15 CRESCENT ST	000000 12.00
		I-112415POWER	101-4192-428-01	UTILITIES - AD	ADAMS HOUSE INFO CENTER	000000 137.38
		I-112415POWER	101-4192-428	UTILITIES	65 SHERMAN STREET	000000 4,646.71
		I-112415POWER	101-4192-428-07	UTILITIES - F	FIRE DEPT SIREN	000000 13.53
		I-112415POWER	101-4192-428-03	UTILITIES - B	CONCESSION STAND 16 CRESCENT	000000 23.19
		I-112415POWER	101-4192-428	UTILITIES	DUNBAR WATER TANK	000000 12.00
		I-112415POWER	101-4192-428	UTILITIES	PRV - 180 CLIFF STREET	000000 76.31
		I-112415POWER	101-4192-428	UTILITIES	108 SHERMAN STREET	000000 2,266.00
		I-112415POWER	101-4192-428-02	UTILITIES - A	ADAMS MUSEUM	000000 1,100.56
		I-112415POWER	101-4192-428	UTILITIES	METHODIST MEMORIAL PARK	000000 30.13
		I-112415POWER	101-4192-428	UTILITIES	CUTTING MINE-30 DEADWOOD GULCH	000000 17.80
		I-112415POWER	101-4192-428	UTILITIES	101 MICKELSON TRAIL	000000 505.16
		I-112415POWER	101-4192-428	UTILITIES	PUMPHOUSE MT MORIAH DR	000000 12.83
		I-112415POWER	101-4192-428	UTILITIES	BOOTH/BATHROOM-MT MORIAH RD	000000 90.29
		I-112415POWER	101-4192-428	UTILITIES	PRV STATION-4 DAKOTA ST	000000 60.24
		I-112415POWER	101-4192-428-01	UTILITIES - AD	ADAMS HOUSE	000000 411.56
		I-112415POWER	101-4192-428-08	UTILITIES - HI	HISTORY/INTERPRETIVE CENTER	000000 923.07

PACKET: 03672 COMBINED - 12/8/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS POWER & LIG	continued				
		I-112415POWER	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	172.81
		I-112415POWER	101-4192-428	UTILITIES 5 SIEVER STREET	000000	620.75
		I-112415POWER	101-4192-428-11	UTILITIES - P PARK SHOP - CRESCENT ST	000000	225.10
		I-112415POWER	101-4192-428-06	UTILITIES - D RODEO - 15 CRESCENT ST	000000	263.98
		I-112415POWER	101-4192-428	UTILITIES REDWOOD TANK - MCGOVERN HILL	000000	15.54
		I-112415POWER	101-4192-428	UTILITIES PUMP - PLEASANT ST	000000	25.80
		I-112415POWER	101-4192-428-03	UTILITIES - B FOOTBALL FIELD - CRESCENT	000000	377.12
		I-112415POWER	101-4192-428-12	UTILITIES - P DWD PAVILION-767 MAIN STREET	000000	727.27
		I-112415POWER	101-4192-428	UTILITIES TRAFFIC SIGNAL-PRK LOT BLDG	000000	189.08
		I-112415POWER	101-4192-428	UTILITIES WATER HEAT TAPE- WATER ST	000000	27.18
		I-112415POWER	101-4192-428	UTILITIES PRESSURE REDUC STN - MAIN ST	000000	96.65
		I-112415POWER	101-4192-428-16	UTILITIES-LOW INFORMATION CENTER-MAIN ST	000000	103.23
		I-112415POWER	101-4192-428	UTILITIES FLAG - 2 MT MORIAH DR	000000	54.37
		I-112415POWER	101-4192-428-14	UTILITIES - S CITY SHOP - DUNLOP AVE	000000	663.48
		I-112415POWER	101-4192-428	UTILITIES SPEED SIGN - MCKINLEY ST	000000	12.35
01-0551	MENARD'S					
		I-58552	101-4192-426-06	SUPPLIES - DA GLD OAK-RED OAK/GRANDSTAND	000000	20.24
01-0553	MONTANA DAKOTA UTILITIE					
		I-102015GASADAMSMUS	101-4192-428-02	UTILITIES - A GAS 10/23-11/19/15/ADAMS MUSEU	000000	167.92
		I-112015GASADAMSHSE	101-4192-428-01	UTILITES - AD GAS 10/23-11/19/15/ADAMS HOUSE	000000	238.22
		I-112015GASCITYHALL	101-4192-428-04	UTILITIES - C GAS 10/23-11/19/15/CITY HALL	000000	304.29
		I-112015GASFIRE DEPT	101-4192-428-07	UTILITIES - F GAS 10/23-11/19/15/FIRE DEPT	000000	350.17
		I-112015GASGAYVILLE	101-4192-428	UTILITIES GAS 10/23-11/19/15/GAYVILLE	000000	20.71
		I-112015GASHISTORY	101-4192-428-08	UTILITES - HI GAS 10/23-11/19/15/HISTORY	000000	130.91
		I-112015GASPARKS	101-4192-428-11	UTILITIES - P GAS 10/23-11/19/15/PARKS	000000	125.26
		I-112015GASPAVILION	101-4192-428-12	UTILITIES - P GAS 10/23-11/19/15/PAVILION	000000	917.57
		I-112015GASRECCENT	101-4192-428-13	UTILITIES - R GAS 10/23-11/19/15/REC CENTER	000000	3,112.24
		I-112015GASSTREETS	101-4192-428-14	UTILITIES - S 10/23-11/19/15/STREETS	000000	282.56
		I-112015GASTROLLEY	101-4192-428-15	UTILITIES - T GAS 10/23-11/19/15/TROLLEY	000000	168.46
01-0578	TWIN CITY HARDWARE & LU					
		C-D334273	101-4192-425-10	REPAIRS - LIB FLAPPER CREDIT/LIBRARY	000000	6.99-
		I-341314	101-4192-425-13	REPAIRS - REC 12V 7A SECURITY BATTERY/REC	000000	24.99
		I-D333325	101-4192-425-04	REPAIRS - CIT 2" DUAL STEM WHEEL CASTER/CH	000000	6.99
		I-D333512	101-4192-426-02	SUPPLIES - AD 4" NO HUB COUPLING/ADAMS MUS	000000	7.99
		I-D333532	101-4192-426-02	SUPPLIES - AD 110' 18G GALV WIRE/ADAMS MUS	000000	5.99
		I-D334308	101-4192-426-04	SUPPLIES - CI VACUUM-BAGS/CITY HALL	000000	371.98
		I-D334504	101-4192-425-13	REPAIRS - REC AERATOR-PLASTIC FOOD SCOOP/REC	000000	18.96
		I-E41242	101-4192-426-02	SUPPLIES - AD (8) EYEBOLT-(12) EYEBOLT/ADMUS	000000	49.80
		I-E41245	101-4192-425-10	REPAIRS - LIB 3" SURFACE BOLT/LIBRARY	000000	11.99
		I-E42293	101-4192-426-14	SUPPLIES - ST SPACEGARD FURNACE FILTER/STR	000000	38.99
		I-E43052	101-4192-425-06	REPAIRS - DAY 10W 27K OMNILED BULB/GRANDSTAN	000000	31.98
		I-E43190	101-4192-426-13	SUPPLIES - RE (6) BLEACH-(4) BLAST/REC CENTE	000000	27.90
		I-E43367	101-4192-426-12	SUPPLIES - PA DCON BAIT STATIONS/PAVILION	000000	14.98
		I-E43766	101-4192-425-06	REPAIRS - DAY CONDUIT-CONNECTORS-LOCK/GRNDST	000000	131.39
		I-E44104	101-4192-425-10	REPAIRS - LIB KEY-LED 9W OMNI-FLAPPER/LIBRAR	000000	88.63

PACKET: 03672 COMBINED - 12/8/15

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-E44594	101-4192-426-04	SUPPLIES - CI 42WCFL BULB/CITYHALL	000000	29.98
		I-E44771	101-4192-426-13	SUPPLIES - RE BATTERY-ICE MELTER/REC CENT	000000	44.95
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-43403	101-4192-426	SUPPLIES T KRUZEL TRUCK TIRES/PB	000000	792.45
01-0602	CENTURY LINK					
		I-111915CENTURY	101-4192-428-06	UTILITIES - D PH-INTERNET 11/19-12/18/15/'76	000000	181.99
01-1502	BLACK HILLS CHEMICAL					
		I-091724	101-4192-426	SUPPLIES (14) 45 GAL 40X46/PUBLIC BLDGS	000000	248.50
		I-091725	101-4192-426	SUPPLIES (14) 45 GAL 40X46/PUBLIC BLDGS	000000	248.50
		I-091726	101-4192-426	SUPPLIES (14) 45 GAL 40X46 /PUBLIC BLDG	000000	248.50
		I-091727	101-4192-426	SUPPLIES (8) 45 GAL 40X46/PUBLIC BLDGS	000000	142.00
01-1558	ECOLAB PEST ELIMINATION					
		I-2521575	101-4192-422-02	PROFESSIONAL PEST CONTROL/ADAMS MUSEUM	000000	400.00
		I-2562637	101-4192-422-01	PROFESSIONAL PEST CONTROL/ADAMS HOUSE	000000	140.00
		I-6757466	101-4192-422-04	PROFESSIONAL PEST CONTROL / CITY HALL	000000	224.08
01-1626	SERVALL UNIFORM AND LIN					
		I-2321178	101-4192-426-08	SUPPLIES - HI MOPS-MATS-LINENS/HISTORY	000000	165.77
		I-2321179	101-4192-426-11	SUPPLIES - PA MOPS-BAGS-LINENS-BUTTONS/PARKS	000000	52.12
		I-2328095	101-4192-426-12	SUPPLIES - PA MOPS-MATS-FRAMES/PAVILION	000000	92.27
		I-2333632	101-4192-426-04	SUPPLIES - CI MATS-MOPS-LINEN-TOWELS/CTYHALL	000000	194.85
		I-2333633	101-4192-426-08	SUPPLIES - HI MATS-MOPS-LINENS/HISTORY	000000	165.77
		I-2333634	101-4192-426-11	SUPPLIES - PA MOPS-BAGS-LINENS-BUTTONS/PARKS	000000	52.12
		I-2333642	101-4192-426-07	SUPPLIES - FI MOPS-MATS-BAGS/FIRE HALL	000000	28.92
		I-2334303	101-4192-426-12	SUPPLIES - PA MOPS-MATS-FRAMES/PAVILION	000000	92.27
		I-2345774	101-4192-426-14	SUPPLIES - ST MOPS-MATS-BAGS-TOWELS/STREETS	000000	125.39
		I-2345775	101-4192-426-04	SUPPLIES - CI MATS-MOPS-TOWELS/CITYHALL	000000	194.85
		I-2345776	101-4192-426-08	SUPPLIES - HI MATS-MOPS-LINENS/HISTORY	000000	168.26
		I-2345777	101-4192-426-11	SUPPLIES - PA BAGS-MATS-MOPS-BUTTONS/PARKS	000000	52.90
		I-2345785	101-4192-426-07	SUPPLIES - FI MOPS-MATS-BAGS/FIRE HALL	000000	34.43
		I-2345786	101-4192-426-10	SUPPLIES - LI MOPS-BAGS-LINENS/LIBRARY	000000	19.14
		I-2346724	101-4192-426-12	SUPPLIES - PA MOPS-MATS-FRAME/PAVILION	000000	92.27
		I-2352237	101-4192-426-14	SUPPLIES - ST MATS-LAUNDRY BAGS/STREETS	000000	122.78
		I-2352238	101-4192-426-04	SUPPLIES - CI MATS-MOPS-LINEN/CITY HALL	000000	194.85
		I-2352239	101-4192-426-08	SUPPLIES - HI MATS-MOPS-TOWELS/HISTORY	000000	165.77
		I-2352240	101-4192-426-11	SUPPLIES - PA MOP-BAGS-TOWELS-BUTTON/PARKS	000000	58.35
		I-2352247	101-4192-426-07	SUPPLIES - FI MOP-BAGS-HANDLE-FRAME/FIREHALL	000000	28.92
		I-2352906	101-4192-426-12	SUPPLIES - PA MOPS-HANDLES-FRAME/PAVILION	000000	92.27
01-3377	DAKOTA SECURITY SYSTEMS					
		I-239647	101-4192-425-13	REPAIRS - REC REPEATER BATTERY-SERVICE/REC	000000	499.25
01-3421	S&C CLEANERS					
		I-107	101-4192-422-08	PROFESSIONAL- CLEANING BATHROOMS/HISTORY	000000	700.00

PACKET: 03672 COMBINED - 12/8/15

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
01-3554	DAKOTA SEALANTS INC.					
		I-1458	101-4192-433	IMPROVEMENTS CAULKING SIDEWALKS/REC/CTYHALL	000000	600.00
01-3571	KRUZEL, TOM					
		I-S-200	101-4192-426-08	SUPPLIES - HI CHRISTMAS TREE/HISTORY	000000	211.99
01-3838	VAST BROADBAND					
		I-11-17-15 CITYHALL	101-4192-428-04	UTILITIES - C TELEPHONE 11/16 - 12/15/15/CH	000000	177.44
		I-11-17-15 LIBRARY	101-4192-428-10	UTILITIES - L TELEPHONE 11/16 - 12/15/15/LIBR	000000	234.60
		I-11-17-15 STREETS	101-4192-428-14	UTILITIES - S TELEPHONE 11/16 - 12/15/15/STR	000000	42.50
		I-11-19-15 HISTORY	101-4192-428-08	UTILITIES - HI TELEPHONE 11/18 - 12/17/15/HIST	000000	118.24
		I-11-19-15 RCENTER	101-4192-428-13	UTILITIES - R INTERNET 11/18 - 12/17/15 REC	000000	90.00
		I-11-19-15 REC CENT	101-4192-428-13	UTILITIES - R TELEPHONE 11/18 - 12/17/15	000000	216.57
		I-11-21-15 CHAMBER	101-4192-428-04	UTILITIES - C TELEPHONE 11/20 - 12/19/15	000000	39.33
		I-11-29-15 FINANCE	101-4192-428-04	UTILITIES - C TELEPHONE 11/28 - 12/27/15/CH	000000	417.92
		I-11-29-15 FINANCE	101-4192-428-14	UTILITIES - S TELEPHONE 11/28 - 12/27/15/STR	000000	417.93
		I-11-29-15 FINANCE	101-4192-428-07	UTILITIES - F TELEPHONE 11/28 - 12/27/15/FH	000000	417.93
01-3877	MUTUAL OF OMAHA					
		I-446108429	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	6.19
01-3916	B&H PHOTO - VIDEO					
		I-102415013	101-4192-425-06	REPAIRS - DAY COAXIAL CABLE FEMALE/GRANDSTAND	000000	67.50
01-3924	MID DAKOTA VEGETATION M					
		I-071515ROUNDUP6	101-4192-422-11	PROFESSIONAL ROUNDUP SPREADING/PARKS	000000	392.37
		I-071615NOXIOUSWEED6	101-4192-422-11	PROFESSIONAL ESCORT-MILESTONE SPREADING/PKS	000000	424.15
		I-071715ROUNDUP6	101-4192-422-11	PROFESSIONAL AQUA NEAT SPREADING/PARKS	000000	406.20
		I-071815ROUNDUP2	101-4192-422-11	PROFESSIONAL ROUNDUP SPREADING/PARKS	000000	130.79
01-3928	DOWER, KARLA					
		I-358401	101-4192-426-08	SUPPLIES - HI FAN DOLLAR DECORATIONS/HISTORY	000000	13.50
		I-DOLLAR TREE	101-4192-426-08	SUPPLIES - HI DOLLAR TREE DECOR/HISTORY	000000	25.56
DEPARTMENT 192 PUBLIC BUILDINGS TOTAL:						40,488.68
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-298313	101-4193-422	PROFESSIONAL VIPRE ANTIVIRUS RENEWAL	000000	1,370.00
		I-298483	101-4193-422	PROFESSIONAL OFFSITE BACKUP, EMAIL SECURITY	000000	710.00
DEPARTMENT 193 DATA PROCESSING TOTAL:						2,080.00
01-0360	ABC BUSINESS SUPPLY					
		I-9437	101-4210-426	SUPPLIES PICTURE FRAME - POLICE DEPT	000000	10.99
01-0467	CULLIGAN OF THE NORTHER					
		I-74513	101-4210-424	RENTALS BOTTLED WATER, CUPS - POLICE	000000	31.00

PACKET: 03672 COMBINED - 12/8/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0508	GALLS, LLC	I-4373244	101-4210-426	SUPPLIES GUN LIGHT, COMBAT LIGHT	000000	592.74
01-0970	FULLER, KELLY	I-111415	101-4210-415	GROUP INSURAN REIMBURSEMENT	000000	426.62
01-1740	STREICHER'S	I-11180276	101-4210-425	REPAIRS GRAPHICS	000000	34.99
01-1819	DAKOTA BUSINESS CENTER	I-IN291672	101-4210-424	RENTALS COPIER MAINTENANCE - POLICE	000000	155.88
01-2402	MERTENS, KENNETH	I-113015	101-4210-415	GROUP INSURAN REIMBURSEMENT	000000	293.72
01-3757	WEAPON CONCEPTS, LLC	I-112115	101-4210-422	PROFESSIONAL FIREARMS QUALIFICATION	000000	1,500.00
01-3877	MUTUAL OF OMAHA	I-446108429	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	59.40
					DEPARTMENT 210 POLICE	TOTAL: 3,105.34
01-0360	ABC BUSINESS SUPPLY	I-9432	101-4221-426	SUPPLIES PAPER, BINDERS, CALENDERS	000000	117.86
01-0365	ADAMS - ISC	I-12011091	101-4221-425	REPAIRS RESEAL TRUCK CYLINDER	000000	655.68
01-0578	TWIN CITY HARDWARE & LU	I-D333330	101-4221-429	OTHER 9V BATTERIES	000000	358.56
01-1171	A & B BUSINESS SOLUTION	I-IN233849	101-4221-422	PROFESSIONAL COPIER MAINTENANCE - FIRE DEPT	000000	61.47
01-1230	INTERSTATE ALL BATTERY	I-1901001004780	101-4221-426	SUPPLIES BATTERIES	000000	233.80
		I-1901002005309	101-4221-426	SUPPLIES PAGER BATTERIES	000000	16.70
01-1399	NEVE'S UNIFORMS, INC.	I-RP-036268	101-4221-426	SUPPLIES UNIFORM PANTS	000000	62.50
01-1877	DIVERSIFIED INSPECTIONS	I-256801	101-4221-422	PROFESSIONAL LADDER TESTING	000000	1,402.93
01-2594	DEADWOOD FIRE DEPARTMEN	I-7948	101-4221-426	SUPPLIES REIMBURSE-FIRE DANGER SIGNS	000000	60.00

PACKET: 03672 COMBINED - 12/8/15

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
01-3628	BICKLE TRUCK & DIESEL S					
		I-9666	101-4221-425	REPAIRS	FIX LEAKING SEAL,OIL & GREASE	000000 582.08
		I-9686	101-4221-425	REPAIRS	CHNG OIL,GREASE TRK,ADJ.BRAKES	000000 296.30
01-3761	ZUERCHER TECHNOLOGIES,					
		I-988	101-4221-422	PROFESSIONAL	SOFTWARE MAINTENANCE	000000 135.00
01-3806	NATIONAL FIRE CODES SUB					
		I-176997	101-4221-422	PROFESSIONAL	BANNERS, POSTERS, BROCHURES, BAG	000000 208.85
01-3877	MUTUAL OF OMAHA					
		I-446108429	101-4221-415	GROUP INSURAN	LIFE INSURANCE	000000 4.95
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 4,196.68
01-0360	ABC BUSINESS SUPPLY					
		I-9493	101-4232-426	SUPPLIES	POCKET FOLDERS-LABELS/BLDG INS	000000 17.39
01-0578	TWIN CITY HARDWARE & LU					
		I-D333684	101-4232-426	SUPPLIES	DBL HINGE-HASP/BLDG INSPECT	000000 16.98
01-1725	QUILL CORPORATION					
		I-16790	101-4232-426	SUPPLIES	ENVELOPE MOISTENER/BLDG INSP	000000 3.26
01-1827	MS MAIL & MARKETING					
		I-7691	101-4232-426	SUPPLIES	LTRHEAD/ENVELOPES-FORMS/BI	000000 250.00
01-2243	MOHR, TRENT					
		I-11-13-15 SAFETCONF	101-4232-427	TRAVEL	SAFETY CONF MEALS REIM/BI	000000 28.00
01-3877	MUTUAL OF OMAHA					
		I-446108429	101-4232-415	INSURANCE	LIFE INSURANCE	000000 4.93
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 320.56
01-0360	ABC BUSINESS SUPPLY					
		I-9196A	101-4310-426	SUPPLIES	MH70/MED/STREETS	000000 34.50
		I-9211	101-4310-426	SUPPLIES	PAPER/STREETS	000000 42.00
01-0467	CULLIGAN OF THE NORTHER					
		I-72569	101-4310-426	SUPPLIES	(3) 5 GAL BOTTLED WATER/STRTS	000000 19.50
		I-72889	101-4310-426	SUPPLIES	(2) 5 GAL BOTTLED WATER/STRTS	000000 13.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-151110110	101-4310-422	PROFESSIONAL	2 PGR AIR-VM-NEW PAGER DEC/ST	000000 113.13
01-0514	HILLS MATERIALS COMPANY					

PACKET: 03672 COMBINED - 12/8/15

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
01-0514	HILLS MATERIALS COMPANY	continued				
		I-614761	101-4310-426	SUPPLIES	BLACK BASE/STREETS	000000 296.70
01-0575	SOUTHSIDE OIL					
		I-089049	101-4310-426	SUPPLIES	DRIVE TRAIN 30W OIL/STREETS	000000 62.75
		I-089199	101-4310-426	SUPPLIES	FUEL FOR GENERATORS/STREETS	000000 200.00
		I-089412	101-4310-426	SUPPLIES	5502 GALS FUEL/ALL DEPARTMENTS	000000 11,224.08
01-0578	TWIN CITY HARDWARE & LU					
		I-D333212	101-4310-426	SUPPLIES	LAMPHOLDER SOCKET/STREETS	000000 92.90
		I-D333324	101-4310-426	SUPPLIES	REBAR TIEWIRE/STREETS	000000 4.49
		I-D333327	101-4310-426	SUPPLIES	WHITE MARKING PAINT/STREETS	000000 15.98
		I-D333480	101-4310-425	REPAIRS	POUR DRWY CRACK/STREETS	000000 23.98
		I-D333579	101-4310-426	SUPPLIES	FLAT WASHER-HEX LAG SCREW/STRT	000000 42.78
		I-D333857	101-4310-426	SUPPLIES	40X60 BLUE TARP/STREETS	000000 169.99
		I-D333972	101-4310-426	SUPPLIES	CLR SEALANT-KWIKSEAL CAULK/ST	000000 10.98
		I-D333999	101-4310-426	SUPPLIES	SURVEY STAKE-GORILLA TAPE/STRT	000000 29.98
		I-D334092	101-4310-426	SUPPLIES	FLOODLIGHT PHOTO CELL/STREET	000000 12.99
		I-D334238	101-4310-425	REPAIRS	DRWY CRACK-PAINT APP/STREETS	000000 53.95
		I-E41125	101-4310-426	SUPPLIES	TORK 105-285V/STREET	000000 125.93
		I-E41331	101-4310-426	SUPPLIES	4"X10' PVC PIPE/STREETS	000000 14.99
		I-E41626	101-4310-426	SUPPLIES	GLS SUN YLLW SPRAY PAINT/STRTS	000000 17.96
		I-E41922	101-4310-426	SUPPLIES	NUTS,BOLTS-FLAT WASHER/STREETS	000000 15.76
		I-E42198	101-4310-426	SUPPLIES	SPRING SNAP LINK-FASTENER/STR	000000 38.94
		I-E42262	101-4310-426	SUPPLIES	7" STRAIGHT CUT SNIP/STREETS	000000 14.99
		I-E42517	101-4310-426	SUPPLIES	FLAT WASHER-HEX LAG SCREW/STRT	000000 33.78
		I-E42573	101-4310-426	SUPPLIES	HEX LAG SCREWS/STREETS	000000 26.99
		I-E42803	101-4310-426	SUPPLIES	FASTENERS-DBL END BIT/STREETS	000000 27.30
		I-E42804	101-4310-426	SUPPLIES	17W DIM 27K LED BULB/STREETS	000000 119.94
		I-E42818	101-4310-426	SUPPLIES	I BEAM LEVEL-FLAT WASHER/STREE	000000 26.78
		I-E42984	101-4310-426	SUPPLIES	(47) FASTENERS/STREETS	000000 41.83
		I-E43092	101-4310-426	SUPPLIES	FOAM BRUSH-EBONY WOOD STAIN/ST	000000 13.15
		I-E43393	101-4310-425	REPAIRS	25 PK CONN UNDERGROUND/STREETS	000000 11.99
		I-E43897	101-4310-426	SUPPLIES	REPLACEMENT GAS SPOUT.STREET	000000 39.96
		I-E44297	101-4310-426	SUPPLIES	SOLDER-SILICONE-KIT-BRUSH/STRT	000000 27.95
		I-E44331	101-4310-425	REPAIRS	25 PK CONN UNDERGROUND/STREET	000000 25.97
		I-E44855	101-4310-426	SUPPLIES	ANCHOR SHACKLE-SCREW PIN/STRTS	000000 43.96
01-0619	TWILIGHT FIRST AID & SA					
		I-485436X	101-4310-426	SUPPLIES	EYE PROTECTION/STREETS	000000 75.06
		I-755771X	101-4310-426	SUPPLIES	HRG EYE PRODUCTS/ASPIRIN/STRTS	000000 54.30
01-0653	FASTENAL COMPANY					
		I-SDSFE84874	101-4310-426	SUPPLIES	FLAP DISC/STREETS	000000 128.40
		I-SDSFE84931	101-4310-426	SUPPLIES	5/16 PEB-TOP-FEND/STREETS	000000 19.86
		I-SDSFE85305	101-4310-426	SUPPLIES	BATTERIES, VARIOUS SIZES/STRTS	000000 306.25
01-0744	NEWMAN TRAFFIC SIGNS					
		I-TI-0292003	101-4310-426	SUPPLIES	LINCOLN AVE SIGN/STREETS	000000 122.54

PACKET: 03672 COMBINED - 12/8/15

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
01-1139	CRESCENT ELECTRIC SUPPL					
		I-9501132012.001	101-4310-426	SUPPLIES (2) BALLAST PODS-ANT LITES/STR	000000	148.70
01-1171	A & B BUSINESS SOLUTION					
		I-IN233213	101-4310-426	SUPPLIES COPIER BASE & USAGE/STREETS	000000	135.86
01-1351	GREAT WESTERN TIRE, INC					
		I-1-198032	101-4310-425	REPAIRS FLAT TIRE REPAIR-SERVICE/STRTS	000000	119.50
01-1500	A & B WELDING					
		C-093015CREDIT	101-4310-426	SUPPLIES CREDIT ON STMT 09-30-15	000000	84.44-
		I-00922854	101-4310-426	SUPPLIES C-25 CYLINDER-HAZ COMP/DELIV	000000	87.22
		I-111015ARGONRENEWAL	101-4310-426	SUPPLIES 5 YR ARGON DEP DEP RENEW/STRTS	000000	15.00
01-1515	RAPID DELIVERY					
		I-309311	101-4310-426	SUPPLIES BUTLER DELIVERY/STREETS	000000	12.08
		I-309319	101-4310-426	SUPPLIES BUTLER DELIVERY/STREETS	000000	12.08
01-1725	QUILL CORPORATION					
		I-16789	101-4310-426	SUPPLIES PAPER CLIPS-PENCIL CUP-INK/STR	000000	40.90
01-1813	GENERAL TRAFFIC CONTROL					
		I-16941	101-4310-425	REPAIRS TRAFFIC SIGNAL EQUIP/STREETS	000000	395.32
01-1877	DIVERSIFIED INSPECTIONS					
		I-256802	101-4310-422	PROFESSIONAL BKT TRK SAFETY INSPECTION/STRT	000000	440.00
01-2762	PARTSMaster					
		I-2095B175	101-4310-426	SUPPLIES DRILL BITS-CRYOBITS/STREETS	000000	248.23
01-2991	GENPRO ENERGY SOLUTIONS					
		I-G10564	101-4310-433	IMPROVEMENTS GENERATOR-INSTALL/PUBLIC WORKS	000000	59,400.00
		I-G10626	101-4310-425	REPAIRS CT CABINET 600/800 AMP/STRTS	000000	1,326.53
01-3438	BLACKSTRAP, INC.					
		I-103385	101-4310-426	SUPPLIES ROAD SALT/STREETS	000000	2,140.20
		I-103388	101-4310-426	SUPPLIES ROAD SALT/STREETS	000000	2,074.60
01-3571	KRUZEL, TOM					
		I-11-13-15 SAFETCONF	101-4310-427	TRAVEL SAFETY CONF MEALS REIM/STREETS	000000	28.00
01-3877	MUTUAL OF OMAHA					
		I-446108429	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	30.94
DEPARTMENT 310 STREETS						TOTAL: 80,408.98
01-2074	ADAMS, CHAD					
		I-112015	101-4320-422	PROFESSIONAL RUBBLE SITE CONTRACT	000000	10,485.00
DEPARTMENT 320 SANITATION						TOTAL: 10,485.00

PACKET: 03672 COMBINED - 12/8/15

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
01-0097	FARMER BROTHERS CO					
		I-62526514	101-4520-426	SUPPLIES COFFEE SUPPLIES/ PARKS	000000	152.60
01-0467	CULLIGAN OF THE NORTHER					
		I-72890	101-4520-426	SUPPLIES (1) 5 GAL BOTTLED WATER/PARKS	000000	6.50
		I-73390	101-4520-426	SUPPLIES WATER COOLER RENTAL/PARKS	000000	15.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-151110121	101-4520-422	PROFESSIONAL 2 PGR AIR-VM FOR DEC/PARKS	000000	34.22
01-0578	TWIN CITY HARDWARE & LU					
		I-D333606	101-4520-426	SUPPLIES WIRE-PLUGS-DBL BIT/PARKS	000000	30.03
		I-D333636	101-4520-426	SUPPLIES FENCE PARTS/PARKS	000000	189.99
		I-D334466	101-4520-426	SUPPLIES WIRE-OUTDR TIMER-PHOTOCELL/PRK	000000	82.60
		I-E41306	101-4520-426	SUPPLIES FASTENER-UTILITY KNIFE-CLN/PKS	000000	21.37
		I-E43088	101-4520-426	SUPPLIES FASTENERS/PARKS	000000	5.40
		I-E43741	101-4520-426	SUPPLIES GFI TESTER/PARKS	000000	9.99
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-113015	101-4520-426	SUPPLIES TITLE/PLATES - '16 FORD PU	000000	14.00
01-0677	LAWSON PRODUCTS, INC.					
		I-9303695934	101-4520-426	SUPPLIES (10) HARDFLEX RECIP BLADES/PRK	000000	246.53
01-1502	BLACK HILLS CHEMICAL					
		I-091724	101-4520-426	SUPPLIES (14) 45 GAL 40X46/PARKS	000000	248.50
		I-091725	101-4520-426	SUPPLIES (14) 45 GAL 40X46/PARKS	000000	248.50
		I-091726	101-4520-426	SUPPLIES (14) 45 GAL 40X46 /PARKS	000000	248.50
		I-091727	101-4520-426	SUPPLIES (8) 45 GAL 40X46/PARKS	000000	142.00
		I-092561	101-4520-426	SUPPLIES GLASS CLEANER/PARKS	000000	58.44
01-3877	MUTUAL OF OMAHA					
		I-446108429	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	25.99
01-3911	DAKOTA PRAIRIE LANDSCAP					
		I-11-11-15 PR15-1001	101-4520-433-02	CIP - SHERMAN CIP SHERMAN PROJECT/PARKS	000000	24,867.13
				DEPARTMENT 520 PARKS	TOTAL:	26,647.29
01-0382	ARLETH LAND SURVEYING L					
		I-1044	101-4640-422	PROFESSIONAL EVENT COMPLEX SITE PLAN	000000	1,985.00
01-1503	BLACK HILLS SPECIAL SER					
		I-3628	101-4640-425	REPAIRS VEHICLE WASH	000000	16.00
01-3314	CENTURY BUSINESS PRODUC					
		I-300294	101-4640-428	UTILITIES PRINTER 10/09/-11/08/15	000000	470.73

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PACKET: 03672 COMBINED - 12/8/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 640 PLANNING AND ZONING

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA					
		I-446108429	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	2,479.16
				FUND 101 GENERAL FUND	TOTAL:	173,434.56

PACKET: 03672 COMBINED - 12/8/15

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE NORTHER					
		I-77382	206-4550-426	SUPPLIES	2 GAL.WATER & CUPS	000000 21.00
01-0553	MONTANA DAKOTA UTILITIE					
		I-68250010003NOV15	206-4550-428	UTILITIES	NATURAL GAS-10/23-11/19-LIBRAR	000000 216.17
01-1171	A & B BUSINESS SOLUTION					
		I-IN237850	206-4550-426	SUPPLIES	COPIER MAINTENANCE - LIBRARY	000000 39.40
01-1562	MIDWEST TAPE					
		I-93354533	206-4550-434	BOOKS, MAPS A DVDs	000000	33.98
		I-93378819	206-4550-434	BOOKS, MAPS A DVDs	000000	40.98
		I-93404289	206-4550-434	BOOKS, MAPS A DVDs	000000	113.94
		I-93426312	206-4550-434	BOOKS, MAPS A DVD	000000	22.99
		I-93445542	206-4550-434	BOOKS, MAPS A DVD	000000	22.99
01-1871	SD STATE ARCHIVES					
		I-5075	206-4550-429	OTHER	DIAZO MICROFILM-7/1-7/31/15	000000 28.80
01-1911	EMERY-PRATT COMPANY					
		I-564874	206-4550-434	BOOKS, MAPS A BOOKS	000000	25.63
		I-565675	206-4550-434	BOOKS, MAPS A BOOKS	000000	36.36
		I-566008	206-4550-434	BOOKS, MAPS A BOOK	000000	16.25
01-1930	CHANEY-MOODIE, JEANETTE					
		I-110415	206-4550-427	TRAVEL	TRAVEL REIMBSMT-KOHA TRAINING	000000 142.56
01-3877	MUTUAL OF OMAHA					
		I-446108429	206-4550-415	GROUP INSURAN	LIFE INSURANCE	000000 9.90
				DEPARTMENT 550	LIBRARY	TOTAL: 770.95
				FUND	206 LIBRARY FUND	TOTAL: 770.95

PACKET: 03672 COMBINED - 12/8/15

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0124	TRIDLE, JOHN					
		I-11-13-15 SAFETCONF	209-4510-427	TRAVEL SAFETY CONF MEALS REIM/REC	000000	28.00
01-0223	COCA COLA BOTTLING HIGH					
		I-1546181	209-4510-426	SUPPLIES 5 GALLONS AQUAPURE WATER/REC	000000	25.75
		I-1560866	209-4510-426	SUPPLIES (7) 5 GAL WATER-CUPS/REC CENT	000000	76.05
		I-1560931	209-4510-426	SUPPLIES 11 5 GAL WATER-CUPS/REC CENT	000000	76.65
		I-1582211	209-4510-426	SUPPLIES (12) 5 GAL WATER/REC CENTER	000000	61.80
01-0575	SOUTHSIDE OIL					
		I-089199	209-4510-426	SUPPLIES FUEL FOR GENERATORS/REC CENTER	000000	400.85
01-0578	TWIN CITY HARDWARE & LU					
		I-D333635	209-4510-426	SUPPLIES NET PLUMBING/REC CENTER	000000	102.72
01-0619	TWILIGHT FIRST AID & SA					
		I-755780x	209-4510-426	SUPPLIES ICE PACK-TABLETS/REC CENTER	000000	64.95
01-0937	TWO WHEELER DEALER					
		I-26646	209-4510-425	REPAIRS TOE STRAPS/REC CENTER	000000	11.97
01-1365	SD PUBLIC HEALTH LAB					
		I-10568828	209-4510-422	PROFESSIONAL COLIFORM POOL TESTING/REC CENT	000000	15.00
01-1558	ECOLAB PEST ELIMINATION					
		I-6757467	209-4510-422	PROFESSIONAL PEST CONTROL / REC CENTER	000000	129.38
01-3506	ALSCO					
		I-LCAS1002662	209-4510-426	SUPPLIES MATS/REC CENTER	000000	86.09
		I-LCAS1005998	209-4510-426	SUPPLIES MATS/REC CENTER	000000	86.09
01-3571	KRUZEL, TOM					
		I-522353306	209-4510-427	TRAVEL FUEL SAFETY CONFERENCE/REC	000000	40.00
01-3618	KDSJ 980 AM RADIO					
		I-15-11-033	209-4510-423	PUBLISHING KDSJ SPOTS @ GD VOLLEYBALL/REC	000000	180.00
01-3648	NETWORK SERVICES COMPAN					
		I-207471-0	209-4510-426	SUPPLIES 20-30 GAL GARBAGE BAGS/REC CEN	000000	30.31
		I-207474-0	209-4510-426	SUPPLIES VINYL GLOVES-SHAMPOO/REC CENT	000000	248.60
01-3877	MUTUAL OF OMAHA					
		I-446108429	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
DEPARTMENT 510 REC CENTER					TOTAL:	1,669.16
01-0043	TRINITY UNITED METHODIS					
		I-TRINITY WREATHS	209-4980-429	OTHER WREATHS AND GARLAND/PUB BLDGS	000000	1,618.00
DEPARTMENT 980 SPECIAL EVENTS					TOTAL:	1,618.00
FUND 209 BED & BOOZE FUND					TOTAL:	3,287.16

PACKET: 03672 COMBINED - 12/8/15

VENDOR SET: 01

FUND : 213 BUSINESS IMPROVEMENT DIST

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0418	BLACK HILLS PIONEER					
		I-835-2015	213-4630-422	ADMIN/LEGAL NOH - BID #7	000000	21.17
		I-835A	213-4630-422	ADMIN/LEGAL 2016 BID 1-6 TAX LEVY	000000	354.89
		I-837	213-4630-422	ADMIN/LEGAL ORDINANCE #1235 - BID 1-6	000000	119.83
DEPARTMENT 630 BID						TOTAL: 495.89

FUND	213	BUSINESS IMPROVEMENT DIST	TOTAL:			495.89

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PACKET: 03672 COMBINED - 12/8/15

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
01-0418	BLACK HILLS PIONEER					
		I-838-2015	214-4630-422	PROFESSIONAL ORDINANCE #1236 - BID 7	000000	92.70
				DEPARTMENT 630 BID #7	TOTAL:	92.70
				FUND 214 BID #7-OCCUPANCY TAX	TOTAL:	92.70

PACKET: 03672 COMBINED - 12/8/15

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
01-3060	QUICK SIGNS					
		I-15549	215-4572-235	VISITOR MGMT Two (2) signs for rodeo ground	000000	240.93
01-3919	WILD BILL TRADING					
		I-20151112	215-4572-235	VISITOR MGMT CLG Catering 11/12/15	000000	250.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 490.93
01-2007	JULIN, SUZANNE					
		I-20151121	215-4573-335	HIST. INTERP. PHILLIPS INTERVIEWS & TRANSCRI	000000	1,300.00
01-2014	TOMS, DON					
		I-20151118	215-4573-335	HIST. INTERP. BOOK 16 LETTERS	000000	630.00
		I-20151204	215-4573-335	HIST. INTERP. BOOK 14 LETTERS	000000	630.00
01-2556	MARIAH PRESS/PRODUCTION					
		I-1151	215-4573-335	HIST. INTERP. WEBSITE SUBSCRIPTION	000000	150.00
DEPARTMENT 573 HP HISTORIC INTERPRETATION						TOTAL: 2,710.00
01-1225	CAI CONSTRUCTION, LLC					
		I-20151123	215-4575-515	GRANT/LOAN RE 10 HARRISON - CONRAD	000000	75,667.50
01-3812	SOUTH DAKOTA HISTORICAL					
		I-20151119	215-4575-520	GRANT/LOAN PR OUTSIDE DWD GRANT 2015 RND 1	000000	20,000.00
01-3849	SECOND CENTURY DEVELOPM					
		I-20151105	215-4575-520	GRANT/LOAN PR 2014 OUTSIDE DWD GRANT RND 2	000000	1,449.79
DEPARTMENT 575 HP DEADWOOD GRANT AND LOAN						TOTAL: 97,117.29
01-0776	ALBERTSON ENGINEERING,					
		I-2014-186H JS	215-4577-755	CAPITAL ASSET CRESENT ST. RETAINING WALL	000000	3,757.88
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D6231	215-4577-795	CAPITAL ASSET CAP ASSET-FIRE DET/FIREWISE	000000	5,727.02
DEPARTMENT 577 HP FIXED CAPITAL ASSETS						TOTAL: 9,484.90
01-0097	FARMER BROTHERS CO					
		I-62526513	215-4641-426	SUPPLIES COFFEE/ TEA	000000	23.70
01-0360	ABC BUSINESS SUPPLY					
		I-9435	215-4641-426	SUPPLIES MARKERS/ CD CASES	000000	21.71

PACKET: 03672 COMBINED - 12/8/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3424	BLACK HILLS URGENT CARE					
		I-11923	215-4641-422	PROFESSIONAL TESTING	000000	60.00
01-3877	MUTUAL OF OMAHA					
		I-446108429	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	122.74
				FUND 215 HISTORIC PRESERVATION	TOTAL:	109,925.86

PACKET: 03672 COMBINED - 12/8/15

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1496	LAWRENCE CO. REGISTER O					
		I-20151123	216-4653-960	CLOSING CO REC FEE - 4 LINCOLN - KRACHT	000000	30.00
		I-20151123A	216-4653-960	CLOSING CO REC FEES - 170 PLEASANT - FOSS	000000	120.00
01-2857	NEIGHBORHOOD LENDING SE					
		I-20151123	216-4653-960	CLOSING CO CREDIT RPTS - KRACHT & FASSO	000000	36.80
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	186.80
				FUND 216 REVOLVING LOAN	TOTAL:	186.80

PACKET: 03672 COMBINED - 12/8/15

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-113015	602-4330-422	PROFESSIONAL PUBLIC BLDGS.USAGE - NOV	000000	685.17
		I-120115	602-4330-422	PROFESSIONAL EQR & USAGE CHARGE - NOV	000000	23,641.74
01-0578	TWIN CITY HARDWARE & LU					
		I-D334269	602-4330-425	REPAIRS COBALT DRILL BIT/WATER	000000	3.99
		I-D334464	602-4330-426	SUPPLIES BLACK NIPPLES/WATER	000000	2.79
		I-E41105	602-4330-426	SUPPLIES BLUE MARKING PAINT/WATER	000000	6.99
		I-E42046	602-4330-425	REPAIRS FASTENERS/WATER	000000	46.98
		I-E42495	602-4330-426	SUPPLIES HDL LHSP SHOVEL/WATER	000000	39.99
		I-E42549	602-4330-426	SUPPLIES 5/16" QUICK LINK/WATER	000000	5.98
01-0828	USA BLUEBOOK					
		I-808168	602-4330-425	REPAIRS PELICAN CASE BLACK/WATER	000000	102.11
01-0841	TSP, INC.					
		I-0049766	602-4330-433-01	CIP-HIWAY 85 HWY 85 UTILITY PROJECT	000000	2,855.23
01-1365	SD PUBLIC HEALTH LAB					
		I-10568571	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1491	RENNER, DONOVAN					
		I-120115	602-4330-415	GROUP INSURAN REIMBURSEMENT	000000	252.01
01-1785	KIMBALL MIDWEST					
		I-4550760	602-4330-426	SUPPLIES RIVETS-WEATHERFLEX/WATER	000000	317.73
01-3424	BLACK HILLS URGENT CARE					
		I-11923	602-4330-422	PROFESSIONAL TESTING	000000	30.00
01-3877	MUTUAL OF OMAHA					
		I-446106429	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	21.04
DEPARTMENT 330 WATER						TOTAL: 28,041.75
FUND 602 WATER FUND						TOTAL: 28,041.75

PACKET: 03672 COMBINED - 12/8/15

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
01-0475	DEADWOOD CHAMBER & VISI					
		I-2233	607-4580-422	PROFESSIONAL COOP ADS-SD VACATION GUIDE/MM	000000	1,060.00
01-0578	TWIN CITY HARDWARE & LU					
		I-E43899	607-4580-425	REPAIRS TRIGGER SNAP/MT MORIAH	000000	13.47
01-3685	BLACK HILLS SECURITY &					
		I-R228853	607-4580-422	PROFESSIONAL ALARM 12/1 - 02/29/16/MM GSHOP	000000	89.85
01-3838	VAST BROADBAND					
		I-11-21-15 MT MORIAH	607-4580-428	UTILITIES TELEPHONE 11/20 - 12/19/15	000000	39.33
		I-11-23-15MT MORIAH	607-4580-428	UTILITIES TELEPHONE 11/22-12/21/15/MM	000000	39.33
				DEPARTMENT 580 MT. MORIAH	TOTAL:	1,241.98
				FUND 607 MT MORIAH CEMETERY OPERATTOTAL:		1,241.98

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0418	BLACK HILLS PIONEER					
		I-797	610-4360-423	PUBLISHING	BID NOTICE - PARKNG LEASE	000000 30.12
		I-839-2015	610-4360-423	PUBLISHING	NOH - PARKING LEASE	000000 10.85
01-0508	GALLS, LLC					
		I-4373244	610-4360-426	SUPPLIES	UNIFORM BOOTS	000000 144.42
01-0578	TWIN CITY HARDWARE & LU					
		I-E42730	610-4360-426	SUPPLIES	CABLE TIES	000000 31.96
01-1003	VERIZON WIRELESS					
		I-9755475538	610-4360-424	RENTALS	PHONE SERVICE - METERS	000000 40.01
01-1889	DUNCAN PARKING TECHNOLO					
		I-INV00556	610-4360-422	PROFESSIONAL	SOFTWARE MAINT.CONTRACTS	000000 950.04
01-3877	MUTUAL OF OMAHA					
		I-446108429	610-4360-415	GROUP INSURAN	LIFE INSURANCE	000000 14.85
				DEPARTMENT 360	PARKING/TRANSPORTATION	TOTAL: 1,222.25

01-0320	WHITE'S CANYON MOTORS					
		I-612985	610-4361-426	SUPPLIES	ROD & SWITCH - TROLLEY	000000 198.98
01-0360	ABC BUSINESS SUPPLY					
		I-9488	610-4361-426	SUPPLIES	DRY ERASE MARKERS - TROLLEY	000000 26.64
01-0578	TWIN CITY HARDWARE & LU					
		I-E41038	610-4361-426	SUPPLIES	NOSE BURR,MOUNTED POINTS,BULBS	000000 44.97
		I-E44062	610-4361-426	SUPPLIES	SHELF,BRACKET,SPEAKER WIRE	000000 16.46
		I-E44111	610-4361-426	SUPPLIES	WIRE,ANCHOR KIT,ADAPTERS	000000 29.07
		I-E44636	610-4361-426	SUPPLIES	PUTTY KNIVES, HALOGEN BULB	000000 18.96
01-1503	BLACK HILLS SPECIAL SER					
		I-3628-A	610-4361-422	PROFESSIONAL	TROLLEY CLEANING - OCTOBER	000000 1,410.00
01-1626	SERVALL UNIFORM AND LIN					
		I-2344140	610-4361-426	SUPPLIES	TOWELS & MATS	000000 76.45
		I-2347233	610-4361-426	SUPPLIES	TOWELS & MATS	000000 67.62
		I-2350289	610-4361-426	SUPPLIES	TOWELS & MATS	000000 76.45
		I-2353402	610-4361-426	SUPPLIES	TOWELS & MATS	000000 67.62
		I-2356442	610-4361-426	SUPPLIES	TOWELS & MATS	000000 79.55
01-3877	MUTUAL OF OMAHA					
		I-446108429	610-4361-415	GROUP INSURAN	LIFE INSURANCE	000000 9.90
				DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL: 2,122.67

			FUND	610	PARKING/TRANSPORTATION	TOTAL: 3,344.92

12/04/2015 10:12 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

PACKET: 03672 COMBINED - 12/8/15

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
01-0429	BLACK HILLS POWER & LIG					
		I-112415POWER	611-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	1,928.77
01-3424	BLACK HILLS URGENT CARE					
		I-11923	611-4362-422	PROFESSIONAL TESTING	000000	30.00
01-3838	VAST BROADBAND					
		I-11-19-15 PARK RAMP	611-4362-428	UTILITIES TELEPHONE 11/19 - 12/18-15/RMP	000000	145.49
				DEPARTMENT 362 MAIN STREET RAMP	TOTAL:	2,104.26
				FUND 611 MAIN STREET RAMP	TOTAL:	2,104.26

12/04/2015 10:12 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 23

PACKET: 03672 COMBINED - 12/8/15

VENDOR SET: 01

FUND : 702 7th GRADE DARE FUND

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2685	CREATIVE PRODUCT SOURCI					
		I-89196	702-4000-429	OTHER DARE T-SHIRTS	000000	399.27
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	399.27
			FUND	702 7th GRADE DARE FUND	TOTAL:	399.27

PACKET: 03672 COMBINED - 12/8/15

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-1102151	721-4000-429	OTHER TIF PAYMENT	000000	66,687.32
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	66,687.32
				FUND 721 TIF #5 B.Y. DEVELOPMENT	TOTAL:	66,687.32

12/04/2015 10:12 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 25

PACKET: 03672 COMBINED - 12/8/15

VENDOR SET: 01

FUND : 724 TIF #7 FIRST GOLD

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3110	M.R. GUSTAFSON SELF-DIR					
		I-110215	724-4000-429	OTHER EXPENSE TIF PAYMENT 2	000000	44,460.43
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	44,460.43
				FUND 724 TIF #7 FIRST GOLD	TOTAL:	44,460.43

PACKET: 03672 COMBINED - 12/8/15

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-110215	725-4000-429	OTHER EXPENSE TIF PYMT - STAGE RUN	000000	19,580.30
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	19,580.30
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	19,580.30
					REPORT GRAND TOTAL:	454,054.15

12-07-15 Additional Bill

xx/SalesTax/aged.aspx South Dakota EPath

d beef ... Free Hotmail Page Safety Tools

Sales and Use Tax Return [EPath Help](#) **FILING OCT 2015 RETURN FOR: 1018-0924-ST**

Main Menu
[Logout](#)
A. State Sales Tax
B. City Tax
C. Other Tax
Return Summary
[Payment Method](#)
[Make Payment](#)
[Verify info](#)

A. Sales and Use Tax		Rate	Tax Due
1. Gross Sales			\$64,709.84
2. Use Taxable			\$0.00
3. Non-Taxable Sales			\$0.00
4. Special Jurisdictions (Indian Country, Reservations)			
5. State Sales and Use Tax		4.00%	\$2,588.39
B. City Tax			
City	Taxable	Code	Rate
Deadwood	\$58,139.09	093-2	2.00%
	\$5,872.43	093-1	1.00%
Total City Tax Due			\$1,221.50
C. Tourism Tax			
D. Other Taxes			
E. Totals			
Total Tax Due			\$3,809.89
Allowance			\$57.15
Total Due			\$3,752.74

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100% 246 P11 11/02/2015

127/15
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SD EForm - 0933 V3

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

Highway No. 85, 14, 385 County Lawrence Approximately 5.00 Miles N ☒ S ☒ E ☒ W ☒
From (City or well defined point) Deadwood Section 13, 14, 22, 23, 26, 27, 34 Township 5N Range 3E

Description of occupancy: "City Wayfinding Signs" erected in public way per attached map and plans in compliance with the provisions of the MUTCD.

Purpose of occupancy: The purpose of the occupancy is to install "City Wayfinding Signs" as part of a city coordinated and continuous system of signs meant to direct vehicular and pedestrian traffic to key civic, cultural, visitor, and recreational attractions per Deadwood Codified Ordinances and SD DOT policies and guidelines.

Duration of occupancy: PERMANENT ☒ TEMPORARY ☐ If temporary, give the estimated date of removal or completion: _____

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

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

APPLICANT NAME (please print) Chuck Turbiville

SIGNATURE

DATE

ADDRESS 108 Sherman Street

Deadwood, SD 57732

TELEPHONE (605) 578-2082

REPRESENTING City of Deadwood

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

To be completed by Department of Transportation

Project (Const.) _____ Station _____ Milepost _____

Project (Maint.) _____ Maintenance Unit _____

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

2. Special Conditions _____

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

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

Region Engineer

Chief Bridge Engineer (Bridge Installations only)

INSTRUCTIONS FOR DOT-295

APPLICANT:

1. Complete all items at the top of the form.
2. If the occupancy involves work within the right-of-way, prepare a separate sheet showing the work to be accomplished. The drawing should include:
 - a. Width of the highway from shoulder to shoulder
 - b. Width of the right-of-way
 - c. Details of the work to be performed by the occupancy
 - d. A North arrow
 - e. Installations on bridges must include details of the method(s) of attachment.
 - f. Any other pertinent information
3. Sign the form and submit it and any attachments to the Region Office for processing.

DEPARTMENT OF TRANSPORTATION REGION OFFICE:

1. Complete the bottom portion of the form.
2. Installations involving bridges require review/approval of the Chief Bridge Engineer. If review by the Office of Bridge Design is necessary, allow two weeks for review.
3. If the request is denied, return the request to the applicant and state the reason for denial.
4. If the request is granted, make and send copies of the permit and attachments to:
 - a. Applicant
 - b. Area Engineer
 - c. Maintenance Supervisor
 - d. Chief Bridge Engineer (if applicable)
5. File the original copy in the Region Office.

NOTE: After Region Engineer (and Chief Bridge Engineer if necessary) approval, requests on Interstate Highways are to be forwarded to the Office of Right-of-Way to obtain the concurrence of the FHWA. Data will be returned to the Region Office for distribution.



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

P 605.335.5180
www.fnbsf.com

12-7-15
GD

City of Deadwood
Finance Officer
102 Sherman Street
Deadwood SD 57732-1309

Re: \$7,375,000 City of Deadwood, South Dakota Refunding Certificate of Participation Series 2012

Activity Fee Charges

Trustee Fee - \$450/ Per Million of bonds outstanding

5,970,000

\$2,686.50

Amount Due

\$2,686.50

Minimum Fee \$1,700.00

Please include this invoice with your check. If you have any questions, please contact the Corporate Trust Department at (800) 553-7073 or (605) 357-7667

Thank you for doing business with The First National Bank in Sioux Falls.



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

605.335.5180
www.fnbsf.com

City of Deadwood
Finance Officer
102 Sherman Street
Deadwood SD 57732-1309

Re: \$4,730,000 City of Deadwood, South Dakota Refunding Certificates of Participation 2006

Final Trustee Fee - \$450/ Per Million of bonds outstanding	
4,340,000	\$1,953.00
Closing Fee	\$75.00
	<hr/>
Amount Due	\$2,028.00

Please include this invoice with your check. If you have any questions, please contact the Corporate Trust Department at (800) 553-7073 or (605) 357-7667

Thank you for doing business with The First National Bank in Sioux Falls.



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

P 605.335.5180
www.fnbsf.com

City of Deadwood
Finance Officer
102 Sherman Street
Deadwood SD 57732-1309

Re: \$5,965,000 City of Deadwood, South Dakota Refunding Certificate of Participation Series 2005

Activity Fee Charges

Final Trustee Fee - \$450/ Per Million of bonds outstanding

5,965,000 \$2,684.25

Closing Fee \$75.00

Amount Due	\$2,759.25
-------------------	-------------------

Please include this invoice with your check. If you have any questions, please contact the Corporate Trust Department at (800) 553-7073 or (605) 357-7667

Thank you for doing business with The First National Bank in Sioux Falls.



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

P 605.335.5180
www.fnbsf.com

City of Deadwood
Finance Officer
102 Sherman Street
Deadwood SD 57732-1309

Re: \$8,950,000 City of Deadwood, South Dakota Certificate of Participation Series 2015

Activity Fee Charges

Trustee Fee - \$450/ Per Million of bonds outstanding

8,950,000	\$0.00
pro-rated for (4 months)	<u>\$1,342.50</u>

Amount Due	<u>\$1,342.50</u>
-------------------	--------------------------

Minimum Fee \$1,700.00

Please include this invoice with your check. If you have any questions, please contact the Corporate Trust Department at (800) 553-7073 or (605) 357-7667

Thank you for doing business with The First National Bank in Sioux Falls.

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



12-7-15
6 F
KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: November 18, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Change Order #1 – Wayfinding Project

Rosenbaum's Signs & Outdoor Advertising, Inc. has submitted a written request for an increase in time for the substantial completion date. This request would be a no cost change order for the Wayfinding Project.

The very original substantial completion date in the contract was set for September 30, 2015; however, Rosenbaum Signs returned the contract with their proposed substantial completion by November 20, 2015. This change was accepted by the City. See below.

1. Seven VEH4.00 Vehicular Direction and Parking ID Signs.
4. ROSENBAUM shall have substantial completion by ~~September 30~~ ^{November 20}, 2015 with a project close-out of ~~October 16~~ ^{December 4}, 2015. * ^{later date to allow for wood and other required materials.}
5. All work shall be done in a professional and workmanlike manner,
6. All work will be subject to a final inspection by the Deadwood Public

Rosenbaum Signs are now requesting the substantial completion date be changed to January 29, 2016. See attached letter. This change order will not affect the contract amount.

Staff and the design professional have reviewed the request as submitted. This office reluctantly agrees with the change order and recommends approval.

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: November 18, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Change Order #1 – Wayfinding Project

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ROSENBAUM'S SIGNS & OUTDOOR ADVERTISING, INC.



•Plastic signs •Commercial •Neon Displays •Outdoor Advertising

Mailing Address:
P.O. Box 987
Rapid City, SD 57709

Office & Shop:
1650 Samco Road
Rapid City, SD 57702

Phone: 605-342-0481
Fax: 605-342-9474

*Signing Rapid City With Pride
Since 1928*

Name: Kevin Kuchenbecker
Company: City of Deadwood
From: Michael Willey

Date: 11-16-2015

Kevin,

This letter is in regard to the delay on the way finding project for the City of Deadwood. First, I want to assure you that we are and will be staying on top of this job and we are sure you will be happy with the finished product that we provide. As it sits right now, the wood is here and paid for. We also have all the material for the signs and structures paid for and ready to go.

Where we are at:

We now have approval of all parts as of this morning (November 16th).

Time Frame:

We will start digging and setting poles in early December. It should take about 3 weeks for the brackets to be completed. Give us another 3 weeks to have them painted, decorated and assembled. Then another week or 2 for installation. With these time frames, that should put us completing this job on or before January 29th (allowing for holidays).

I do believe that we may beat this date and will do what we can to get them done as soon as possible.

¹CONFIDENTIALITY NOTICE

The documents accompanying this telecopy transmission contain confidential information belonging to the sender. The information is intended only for use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this telecopy in error, please notify us by telephone to arrange for return of the original document(s) to us.

Again, If you can bear with us thru this period, I am sure that we will get you a great looking product that will be enjoyed in your city for many years. We too want only the best for you, as this project will reflect on us for years to come and we want this to be a project we can be proud to have produced and installed.

Please do not hesitate to call or email with any questions or concerns at any time.

Sincerely,

Michael J. Willey

12-7-15
66

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 FIRST BAPTIST CHURCH OF THE NORHTERN HILLS, of 110 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CHURCH".

CITY and CHURCH agree that CITY shall rent Lots 26 and 28 in Block 37 of the City of Deadwood, Lawrence County, South Dakota, together with such portion of Carney Street as may be vacated adjacent to the westerly line of said Lots 26 and 28, consisting of nine (9) usable spaces (the space reserved for the Pastor excluded) for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles under the following terms and conditions:

I.

The term of this lease shall be thirty-six (36) months and shall begin the 1st day of January, 2009, and end the 31st day of December, 2011. The parties acknowledge and agree that CITY, its employees, representatives and invitees may use nine (9) parking spaces Monday through Friday from 7:00 a.m. to 6:00 p.m.

II.

CITY agrees to pay to CHURCH as rent the sum of Three Hundred Dollars (\$300) per month for all nine (9) spaces for a total of Three Thousand Six Hundred and No/100ths Dollars (\$3,600.00) per year due and payable on or before the last day of January, 2009, and on or before the last day of each January following, through 2011. Rent shall also include payment of real estate taxes, if any. However, as both parties are tax-exempt entities, CHURCH will be making every effort to gain tax-exempt status so that no real estate taxes will be due in the future.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a thirty-six (36) month period, and that CITY is obligating itself to pay these parking fees per month for the thirty-six (36) months without regard to whether or not CITY uses said space or spaces.

All rent shall be paid by the City Finance Officer on the due date or CITY 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, CHURCH may, at its option, deem

this agreement void and take any necessary action to re-rent the spaces or spaces without notice to renter.

III.

CHURCH and CITY agree that CITY shall be allowed to use all the spaces in the parking lot exclusively during the days and times listed in section I above, except the Pastor's reserved space (9 out of 10 total spaces) and that such spaces will be available at all times described above for use by CITY. CITY may sign the spaces according to the terms of this LEASE and shall be responsible for all costs of such signage, CITY shall install all signage. CITY agrees to abide by all rules and regulations established by CHURCH for the parking lot. CITY also agrees to maintain snow removal during the winter months. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CHURCH.

IV.

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

V.

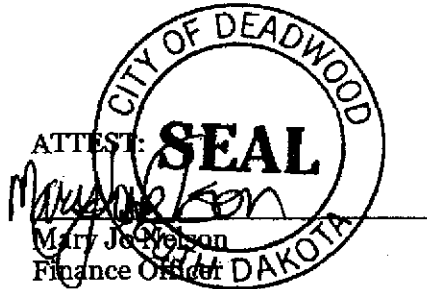
CITY shall assume all risks incident to the use of the premises as a parking lot and shall indemnify CHURCH against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by CITY, and against any loss, damage, or expense resulting from injury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

VI.

This lease shall be renewed automatically at the expiration of its initial term and additional like terms, provided that either CHURCH or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the expiration date of this lease agreement or any automatic renewal of the same.

Dated this 5 day of January, 2009.

CITY OF DEADWOOD



Francis Toscana
Francis Toscana, Mayor

Dated this 17th day of January, 2009.

THE FIRST BAPTIST CHURCH OF THE
NORTHERN HILLS

BOARD OF TRUSTEES
By: AL SATTERLEE
Its: CHAIRMAN

Arlene Cox 1-17-09
Darlene A. Hicks 1-17-09
Al Satterlee 1-17-09

COMBINED VOTING AGREEMENT

April 12, 2016

12-07-15

6 H

It is agreed this _____ day of _____, 2015 by and between the Lead-Deadwood School District #40-1, the City of Central City, the City of Deadwood, the City of Lead, the City of Whitewood, the Lead-Deadwood Sanitary District and the Lead Fire Protection District as follows:

PURPOSE:

It is the purpose of the agreement for the parties to have joint elections on the traditional municipal election date, following the date of this agreement, so that the costs of separate elections can be reduced and better voter turnout encouraged.

PUBLICATION OF NOTICES;

Each Entity shall be responsible for writing the notices of vacancies and filing of petitions, notice of voter registration, and notice of annual election and for submitting these to their respective legal newspaper for publication as required in South Dakota Statutes.

Should two or more entities use the same legal newspaper, those entities may coordinate the publications. Thus one notice may suffice for all entities using a particular legal newspaper instead of separate notices. Those entities involved with a coordinated publication will mutually agree as to whom shall write the notices.

COST SHARING:

The parties to this agreement shall share the costs of the joint election as set forth herein.

The cost of the Publications shall be prorated by those entities involved with a particular publication.

The cities of Deadwood and Lead shall pay the judges within their respective cities. The Lead-Deadwood School, the Sanitary District and the Lead Fire Protection District, shall reimburse the cities for the judges pay, including Social Security, that are used during the combined elections in the city. The School shall reimburse each city for one (1) judge in each voting precinct/ward. The Sanitary District shall reimburse each city for one (1) judge. The City of Whitewood shall pay for the judges in their city.

In the event Central City has an election, the Lead-Deadwood School and Sanitary District, each, shall pay for a judge at Central City. Central City shall pay for one (1) Superintendent.

The rate of pay of reimbursement shall be at the rate of One Hundred Forty-Three Dollars (\$143.00) per day for Judges and Clerks and One Hundred Sixty-Eight Dollars (\$168.00) per day for the Superintendent. Should circumstances beyond

COMBINED VOTING AGREEMENT

April 12, 2016

the control of the election officials cause the rate of pay to fall below the Federal Minimum Wage, these rates of pay may be adjusted accordingly.

The Costs of the Lawrence County Auditor in helping to set up the election materials and procedures, and the cost of counting the ballots and all other supplies and materials shall be divided on an equitable basis between the governmental entities involved in the election.

If one or more governmental agencies do not need to have an election at the designated time, then the remaining governmental entities shall share the costs of the election on an equitable basis.

JUDGES:

Each City shall appoint the judges and the polling places to be used within the respective City, and the School, the Sanitary District and the Lead Fire Protection District shall agree to the judges and polling places selected. In Central City, the School shall appoint the judges and polling place and the Sanitary District shall agree to the judges and polling place selected. In the event one entity does not have an election, the other entity reserves the right to name their own judges and polling places.

POLL BOOKS:

In the precincts/wards where a combination of city and rural electors will be voting, but in separate elections, there shall be one (1) poll book used.

In the precincts/wards where a combination of School, Sanitary District and Lead Fire Protection District electors will be voting, the entity completing their canvas first, will make copies of the Poll Book and forward the copies of the Poll Book to the other entities for their canvas.

CANVASSING THE VOTE:

The Cities, School, Sanitary District and Lead Fire Protection District shall each canvas the election results according to the applicable laws governing each entity.

ABSENTEE BALLOTS:

Absentee ballots shall be available at the office of the School District or the City. The School District and the Cities shall set up protective measures so that no voter can vote absentee more than once.

ELECTION SUPPLIES, PROCEDURES, ETC:

All supplies for the election, such as ballots, etc., shall be purchased by each individual governmental entity.

COMBINED VOTING AGREEMENT

April 12, 2016

The Cities, School, Sanitary District and Lead Fire Protection District shall consult with each other and work out any procedural or substantive problems and difficulties that any entity might have regarding the joint election effort.

LEAD-DEADWOOD SCHOOL DISTRICT #40-1

By: _____

Its: _____

Attest:

CITY OF CENTRAL CITY

By: _____

Its: _____

Attest:

CITY OF DEADWOOD

By: _____

Its: _____

Attest:

CITY OF LEAD

By: _____

Its: _____

Attest:

CITY OF WHITEWOOD

By: _____

Its: _____

Attest:

COMBINED VOTING AGREEMENT

April 12, 2016

LEAD-DEADWOOD SANITARY DISTRICT #1

By: _____

Its: _____

Attest:

LEAD FIRE PROTECTION DISTRICT

By: _____

Its: _____

Attest:

12-7-15
61

Claim Against Municipality of Deadwood

From: Department of Legislative Audit
427 S. Chapelle
C/O 500 E. Capitol
Pierre, SD 57501-5070

For the audit of the fiscal affairs of the Municipality of Deadwood for the period ended December 31, 2014.

Audit Services:

Engaged 215.0 hours billable at the following rate:

215.0 hours at the Fiscal 2016 rate of \$ 63.50	\$ 13,652.50
215.0	\$ 13,652.50

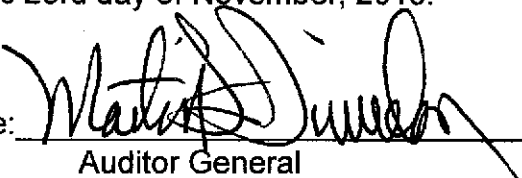
In addition to the hours billed, you were not charged for 21.0 hours of assistance or for 125.7 hours of employee training.

Interest will be added at the rate of nine percent if this bill is not paid in thirty days.

Grant Segment	1.0 hours	\$63.50
Other Segment	214.0 hours	\$13,589.00
	215.0 hours	\$13,652.50

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Dated this 23rd day of November, 2015.

Signature: 
Auditor General

Approved by _____

Vendor Set 01-CITY OF DEADWOOD

Name SD DEPT. OF LEGISLATIVE AUDIT

Vendor 2516  Next Vendor #

Status Active

General | Other | Detail | Checks | Information | Comments | Purchase Orders

Bank	Date	Type	Check #	Amount	Status
FNBAP	12/16/2014	Check	081716	\$12,604.10	Posted
FNBAP	10/29/2013	Check	078559	\$12,750.10	Posted
FNBAP	11/13/2012	Check	076074	\$14,007.60	Posted
FNBAP	11/01/2011	Check	073375	\$16,456.00	Posted
FIBAP	11/16/2010	Check	069002	\$15,279.00	Posted
APBNK	11/24/2009	Check	065257	\$15,020.50	Posted
APBNK	01/21/2009	Check	062911	\$15,950.00	Posted
APBNK	10/30/2007	Check	051684	\$10,914.63	Posted
APBNK	11/21/2006	Check	047636	\$10,591.20	Posted
APBNK	10/04/2005	Check	042785	\$10,365.12	Posted
APBNK	11/23/2004	Check	039000	\$11,323.20	Posted
APBNK	09/16/2003	Check	035108	\$8,343.50	Posted
APBNK	09/04/2002	Check	031901	\$6,507.46	Posted
APBNK	12/18/2001	Check	029595	\$7,020.41	Posted
APBNK	01/09/2001	Check	026835	\$11,200.62	Posted
APBNK	02/15/2000	Check	023951	\$2,280.32	Posted

☐ Edit This Record☐ Clear

View

maryjo

12-7-15
6L

**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.

City of Deadwood

Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

12-7-15
6N

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
ACE SIGNS OF ARKANSAS, LLC

This Agreement, dated this ____ day of _____, 2015, 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 ACE SIGNS OF ARKANSAS, LLC, an Arkansas limited liability company located at 11935 Interstate 30, Little Rock, AR 72209, hereinafter referred to as "ACE."

WHEREAS, ACE has agreed to construct and install an archway over lower Main Street in Deadwood In accordance with the design documents provided by Berberich Design;

AND WHEREAS, CITY has Berberich Design, P.O. Box 468, Hill City, SD 57745, as the "DESIGNER" for all references herein;

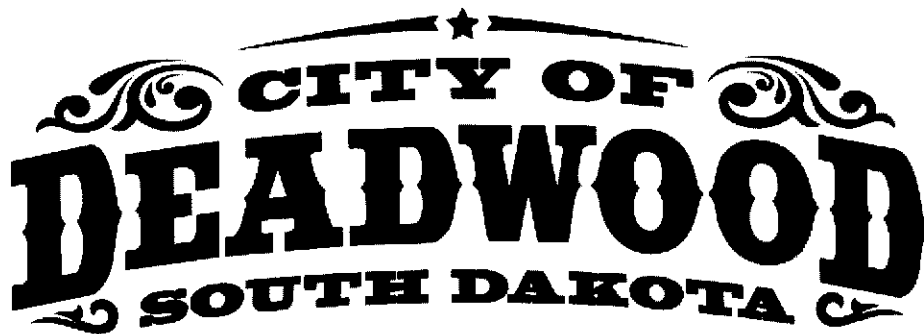
AND WHEREAS, CITY accepted the proposal from ACE for an amount not to exceed Sixty-nine Thousand Three Hundred Eighty-two and no/100's Dollars (\$69,382.00), for the above work; and

Based upon the representations and understanding above the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The contract document consists of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The contract represents the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.
3. ACE shall commence work on this project in accordance with the Notice to Bid;

4. ACE shall provide all labor, materials, and equipment; and ACE shall coordinate with the DESIGNER and Deadwood's Historic Preservation Commission to construct the proposed archway;
5. ACE shall construct the archway using the materials and dimensions as directed in the project specifications prepared by DESIGNER and as indicated in its bid documents.
6. ACE shall achieve substantial completion ninety (90) days from the date of execution of this Agreement.
7. ACE shall purchase and maintain insurance and provide bonds as set forth in the bid instructions;
8. All work shall be done in a professional and workmanlike manner;
9. All work will be subject to a final inspection by the Deadwood Public Works Director and Historic Preservation Officer before acceptance;
10. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
11. ACE shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
12. ACE agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of ACE in connection with this agreement or services performed or materials provided pursuant to this contract;
13. CITY may terminate this agreement for cause in the event of default with 30 days notice to ACE;
14. CITY shall pay ACE a sum not to exceed Sixty-nine Thousand Three Hundred Eighty-two and no/100's Dollars (\$69,382.00), upon completion of work; and
15. ACE shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

12-7-15
60



Guidelines and Information Packet

The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and assistance in the submittal of this application to the City. The guidelines and information packet will provide the applicant with important information related to the application for rental and use of the Deadwood Event Complex.

Deadwood Event Complex Use Guidelines and Information

Application Process

The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and assistance in the submittal of the application for use to the City. The Chamber can be contacted at the following address:

Deadwood Chamber of Commerce
767 Main Street
Deadwood, SD 57732
605-578-1876

General Information

Please submit a completed rental agreement with your requests by mail or hand deliver to: Deadwood Event Complex Rental Agreement, 102 Sherman Street, Deadwood, SD 57732. Please include the buildings(s) or areas(s) you are requesting, type of use, days, times, assistance, set up and tear down needs, and any other special requests. The days utilized to set-up and clean-up are days reserved and the rental fees applied to all days reserved. The rental and use agreement must be very detailed and completed along with all fees submitted prior to being reviewed by the Deadwood Safety Committee.

Reservation of Complex

Application for rental and use of the Event Complex shall be submitted to the City of Deadwood at least sixty (60) days before the scheduled event and no earlier than one year before the scheduled event. A calendar of events will be provided to the applicant indicating available days for use when the applicant meets with Chamber of Commerce representatives. If conflicts in dates arise at the time of the application process the first application submitted to the City of Deadwood will have the first opportunity for approval. The City of Deadwood has reserved the right to make a specific time of the year in which the complex is not available for use as a historic event in partnership with the City of Deadwood takes place. The event complex is not available for use the last full week of July and four business days before and after the last full week of July.

Cancellation of Event

If an approved rental date is rained, snowed out or is unable to be held for any reason within sixty (60) days of the event, the City of Deadwood will attempt to accommodate a reschedule or issue a refund if the Complex has not been used by the Event Organizer, this includes set-up. If the event organizer has set-up for the event and utilized City property no refund will be issued. Cancellation of an approved rental time initiated by the event organizer at least ninety (90) days before the event will be granted a refund of all fees and deposits.

Comments and Input

The City of Deadwood is very interested in the Event Organizer's opinion in regards to the use of the event complex and the facilities. After the use of the event complex please provide the City with all of your comments good or bad, deliver your input to the City of Deadwood, 102 Sherman Street, Deadwood, SD 57732.

Definitions

The City of Deadwood has a No Fee Waiver Policy in regards to facility rental fees. The following are the definitions of categories for the Deadwood Event Complex fee structure:

For Profit

For profit applies to a business or other organization whose primary goal is making money, or a profit. For profit applies to money changing hands in connection with the event in the facility, whether this is in the form of a sale, a charge to get in the door, or a fee previously paid to user (e.g., a class fee), not to whether the user actually makes a profit.

Private

User may be a private individual or a for profit organization using facility for a non-profit purpose (such as an employee party).

Non Profit

This term refers to an organization incorporated under state laws and approved by both the state's Secretary of State and its taxing authority as operating for educational, charitable, social, religious, civic, or humanitarian (non-profit) purposes. Event organizers do not intend to realize any personal gain or profit. As a non-profit you are not automatically exempt from sales tax.

Government

The term government includes all local, state, and federal agencies. To receive government rates your application must be submitted with a government agency as a partner or stand alone.

City of Deadwood Event Complex 15 Seventy-Six Drive Deadwood, SD 57732



	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	No charge	No charge	No charge

Damage Deposit (Refundable): \$500 (no alcohol) or \$1,000 (serving alcohol)

Key Deposit (Refundable): \$100.00 (Total no matter the number of keys)

Definitions

Event Complex Facilities: Includes the Ticket Booth, Main Grandstand, Crow's Nest, Main Grandstand Restrooms, VIP Grandstands, Baseball Field Restrooms, Arena and Corral Areas, Bars under Main Grandstands.

Parking Lots: Include the Ferguson Field Parking Lot minus fifteen (15) parking spots for the Days of 76 Museum, the Baseball Field Parking Lot, and parking at the SDDOT property.

Baseball Fields: Keene Park (2 Baseball/Softball Fields, Batting Cage, Playground)

Facility Capacity and Conditions

- Seating Capacity: 5,000 People
- Standing Room Only Space: @500 People
- Sand/Dirt Arena Floor: 40,000 square feet
- Timed Event and Livestock Corral Areas: 12,000 square feet dirt surface
- Closed Circuit Television Capable
- Sound System Available (May not meet the needs of every event)
- Lighting for the Entire Complex
- Parking (Asphalt Surface): 318 vehicle spaces/6 bus spaces/15 Museum only spaces
- *Note: the above referenced parking does not include the parking at the SDDOT property

Facility Use Agreement

A completed Event Complex Rental and Use Agreement, facility use fees, additional service fees, and deposits must be submitted at the time of the application for use of the facilities or the application will not be reviewed.

Clean-up

It is the responsibility of the renter to leave the Deadwood Event Complex in the same condition as it was received. All equipment used shall be returned to the original locations in which they were received. Cleaning materials and supplies are the responsibility of the renter. Empty all trash receptacles and deposit trash into dumpsters for removal. Clean all restroom fixtures, sinks, toilets, counters, and floors. All corral and timed event areas shall be returned to the original condition as they were at the beginning of the rental agreement. The arena shall be prepared to its original condition as it was at the beginning of the rental agreement. The entire rented space of the event complex shall be free of debris, garbage, and any/all personal property of the renter.

Alcohol:

To obtain permission to serve alcoholic beverages the City Finance Office **MUST** be contacted, at (605) 578-2600. Alcoholic beverages are NOT permitted outside of the Event Complex.

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04.070 and South Dakota Codified Law Title 35. See both legal references below.

City of Deadwood Codified Ordinance Chapter 5 – Alcoholic Beverages

5.04.090 Fees

License Type	Initial Fee	Renewal Fee
<i>Special alcohol beverage license, malt beverage retailer, on-sale wine retailer, special on-sale liquor, special off-sale South Dakota farm wine dealer</i>	<i>\$50 per first day not to exceed 15 consecutive days</i>	<i>Special alcohol beverage license, malt beverage retailer, on-sale wine retailer, special on-sale liquor, special off-sale South Dakota farm wine dealer</i>

5.04.100 Special alcoholic beverage license procedures

- A. Special event alcoholic beverage licenses may be issued by the City Commission in conjunction with special events held within the city. Any license issued pursuant to this section may be issued for a period of time established by the City Commission, not to exceed fifteen consecutive days. The issuance of this license is not a matter of right and is at the sole discretion of the City Commission.
- B. The applicant shall make application sufficiently in advance of the event so that it may be acted on by the City Commission at a regularly scheduled meeting. Each license application shall be accompanied by the required fee at the time of submission to City Finance Office. Licenses are subject to same public hearing requirement as new license. No public hearing is required for the issuance of a special event license if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.

- C. The organization receiving the licenses shall be responsible for security and safety of the participants and/or meet all rules, regulations or laws and requirements of state and local government.
 - D. No person or entity may be issued more than twenty (20) special licenses per calendar year.
 - E. The special alcoholic beverage licenses available are as follows:
 - 1. Special event malt beverage retailer. Special event malt beverage retailers licenses are available to any civic, charitable, educational, fraternal, or veterans administration or any licensee licensed pursuant to 5.04.030 and 5.04.080
 - 2. Special event on-sale wine retailer. Special event on-sale wine retailers licenses are available to any civic, charitable, educational, fraternal, or veterans administration or any licensee licensed pursuant to 5.04.030 and 5.04.080
 - 3. Special event on-sale dealer. Special event on-sale dealers licenses are available to any civic, charitable, educational, fraternal, or veterans administration or any licensee licensed pursuant to 5.04.030 and 5.04.080
 - 4. Special event on-off sale package wine dealer. Special event on-off sale package wine dealer licenses are available to any civic, charitable, educational, fraternal, or veterans administration or any licensee licensed pursuant to 5.04.030 and 5.04.080
- (Ord. 1130, 2010; Ord. 1113, 2009)

5.04.130 Consumption and possession of alcoholic beverages in public places permitted.

The city Commission may permit, subject to conditions or restrictions that it may deem appropriate, the consumption and blending of alcoholic beverages on publicly owned property described by the city commission, or property owned by a non-profit corporation in conjunction with a special event. The authorization shall not exceed 24 hours.

South Dakota Codified Law Title 35 – Alcoholic Beverages/Special Events

35-4-124. Special alcoholic beverage licenses issued in conjunction with special events.

Any municipality or county may issue:

- (1) A special malt beverage retailers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4), (6), or (16) in addition to any other licenses held by the special events license applicant;
- (2) A special on-sale wine retailers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4), (6), or (12) or chapter 35-12 in addition to any other licenses held by the special events license applicant;
- (3) A special on-sale license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4) or (6) in addition to any other licenses held by the special events license applicant;
- (4) A special off-sale package wine dealers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(3), (5), (12), (17A), or (19) or chapter 35-12 in addition to any other licenses held by the special events license applicant. A special off-sale package wine dealers licensee may only sell wine manufactured by a farm winery that is licensed pursuant to chapter 35-12;

(5) A special off-sale package wine dealers license in conjunction with a special event, conducted pursuant to § 35-4-124.1, within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization;

(6) A special off-sale package malt beverage dealers license in conjunction with a special event, conducted pursuant to § 35-4-124.1, within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization; or

(7) A special off-sale package dealers license in conjunction with a special event, conducted pursuant to § 35-4-124.1, within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization.

Any license issued pursuant to this section may be issued for a period of time established by the municipality or county. However, no period of time may exceed fifteen consecutive days. No public hearing is required for the issuance of a license pursuant to this section if the person applying for the license holds an on-sale alcoholic beverage license or a retail malt beverage license in the municipality or county or holds an operating agreement for a municipal on-sale alcoholic beverage license, and the license is to be used in a publicly-owned facility. The local governing body shall establish rules to regulate and restrict the operation of the special license, including rules limiting the number of licenses that may be issued to any person within any calendar year.

Source: SL 2010, ch 185, § 1; SL 2011, ch 175, § 1; SL 2015, ch 195, § 1, eff. Mar. 13, 2015.

General Business:

If you will be selling any items (tangible personal property), you as well as vendors must present a copy of your South Dakota Sales Tax License. For information on sales tax licensing contact the South Dakota Department of Revenue Office in Pierre.

445 East Capitol Ave
Pierre, SD 57501-3185
(605) 773.3311

If vendors are intended to be used during an approved event at the Deadwood Event Complex all vendors shall comply with Chapter 5.28 of the City of Deadwood Code of Ordinances. Below the complete Chapter has been provided for reference. In addition vendors will be limited to designated areas (as indicated on the event complex site plan) within the event complex unless otherwise approved by the City of Deadwood Safety City Commission.

City of Deadwood Codified Ordinance Chapter 5.28 – Commerce within the City

Sections:

5.28.010 Peddlers, solicitors, transient merchants and vendors—License required.

5.28.011 Actors and performers—Registration required.

5.28.020 Definitions.

5.28.030 General commerce in city limits—License required.

5.28.035 Display of merchandise.

5.28.040 License application.

5.28.050 Investigation of applicants.

5.28.060 Fee, bond and duration of license.

5.28.070 Temporary structures.

5.28.080 Exceptions.

5.28.090 Violation—Penalty.

5.28.010 Peddlers, solicitors, transient merchants and vendors—License required.

It is unlawful for any transient merchant, peddler/hawker, vendor or solicitor to conduct, operate, manage or engage in any business described herein without first obtaining a license to do so from the Deadwood city commission, or his or her designee, as required by this chapter. This chapter shall apply and be effective on both public and private streets, sidewalks, parks and parking lots within the city. In addition, this chapter shall apply in areas zoned residential or commercial within the city on private property outside or inside of any home, residence, business or structure.

(Ord. 1101 (part), 2008; Ord. 1064 (part), 2006; Ord. 1005 § 22-100, 2003; Ord. 978 (part), 2001: prior code § 22-100)

5.28.020 Definitions.

As used in this chapter:

"Exterior" means the outer side or surface, except that the interior side of a door shall also mean exterior for purposes of this chapter; also, for purposes of this chapter, exterior also means "outside."

"Inside" means the inner side of any permanent residential or commercial structure or enclosure.

"Locally designated Historic District" means (1) 424-818 Main Street; (2) all of Lee Street; (3) all of Siever Street; (4) all of Deadwood Street; (5) all of Pine Street; (6) all of Sherman Street; and (7) 1-13 Charles Street.

"Merchandise" means goods bought and sold in business; commercial wares.

"Outside" means the outer side of any permanent residential or commercial structure or enclosure.

"Peddler/hawker" means a person selling or offering to the public personal property or services including but not limited to, coupons, tokens or other items of trade or commerce by going from place to place, house to house, or parking on a highway or street who carries personal property for immediate sale or performs the services immediately. This definition does not include the business which follows an established route selling goods and which stops only at those premises which have requested such services.

"Solicitor" means a person engaging in the same activity as a peddler except that the goods and services are for future delivery.

"Stand" means any table, showcase, bench, rack, pushcart, wagon or any other movable vehicle or device, whether or not it may be moved without the assistance of a motor and whether or not it is required to be licensed and registered by the state department of commerce and regulation, used for the displaying, storing or transporting of articles offered for sale by a vendor.

"Temporary" means no business that plans to be in Deadwood for less than a year, whether evidenced by short-term lease or otherwise, shall be deemed anything but temporary as such business is expected to change in status, conditions or place; is intended to exist for only a definite period; is not lasting, or intended to last as that term is commonly known, or lasting for a short or limited time; and is transitory in nature.

"Transient merchant" means any person, firm, corporation, partnership, association or any agent thereof who establishes a temporary business offering wholesale or retail goods within the city.

"Vendor" means any person engaged in the selling or soliciting for sale of goods, wares, merchandise, services, including food and beverages, within the city limits, from a stand or motor vehicle or from their person. (Ord. 1141 (part), 2011; Ord. 1101 (part), 2008; Ord. 1005 § 22-101, 2003; Ord. 978 (part), 2001: prior code § 22-101)

5.28.030 General commerce in city limits—License required.

It is unlawful for any person, entity or business to sell or offer for sale or trade any goods, services, coupons, tokens or other items of trade or commerce or merchandise in the public or private streets, public or private sidewalks, public or private parks, or public or private parking lots within the city, whether or not the area is zoned residential or commercial within the city without a license issued pursuant to this chapter, provided that this chapter shall not apply to a person, entity or business which

follows an established route and stops only at those premises which requested such goods or merchandise.

(Ord. 1101 (part), 2008; Ord. 1005 § 22-102, 2003; Ord. 978 (part), 2001: prior code § 22-102)

5.28.040 License application.

An applicant shall file a verified application with the Zoning Administrator or her or his designee, providing the following information:

A. Proof of a South Dakota Sales Tax License and if for the sale of food or beverages, a certificate from the South Dakota health department.

B. A statement of whether the applicant, upon sale or order, shall demand, accept or receive payment or deposit of money in advance of final delivery.

C. A statement of the period of time the applicant wishes to do business within the city limits.

D. The local or permanent address of the applicant.

E. The type of personal property or services the applicant proposes to offer in the city.

F. A list of three business references, including, if possible, the names of three cities or towns where the applicant has operated previously.

G. A letter from the zoning administrator stating that the activity for which the license is sought has been approved by the planning and zoning commission and board of adjustment as appropriate under the zoning ordinance of the city, codified in Title 17 of this code.

(Ord. 1101 (part), 2008; Ord. 1005 § 22-103, 2003; Ord. 978 (part), 2001: prior code § 22-103)

5.28.050 Investigation of applicants.

Application shall be made at least sixty (60) days prior to the commencement of the proposed business to enable the chief of police, or his or her designee, to investigate the qualifications of the applicant. The applicant shall cooperate with the investigation by providing proof of identification and any other reasonable information for the investigation.

(Ord. 1010 § 1 (part), 2003; amended during 2004 codification; Ord. 978 (part), 2001: prior code § 22-104)

5.28.060 Fee, bond and duration of license.

A. The license fee under this chapter shall be seven hundred fifty dollars (\$750.00), payable in advance, for each fourteen (14) day period for any activity described herein that is to be conducted outside. The license fee under this chapter shall be two hundred fifty dollars (\$250.00), payable in advance, for each fourteen (14) day period for any activity described herein that is to be conducted inside. Each applicant shall file with their application, a bond to the city in the amount of five hundred dollars (\$500.00), which bond shall stay in effect for one (1) year from the time of its filing and which shall first be used to indemnify the city for any damages or be forfeited for continued operation of the business beyond the license date, and which also may be attached by any individual aggrieved by the acts or products of the licensee or his or her agents. Upon meeting the conditions specified by this chapter, the applicant may be issued a license for the location and the time period for which it is effective.

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. 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.

(Ord. 1141 (part), 2011: Ord. 1101 (part), 2008: Ord. 978 (part), 2001: prior code § 22-105)

5.28.070 Temporary structures.

A. Temporary structures such as vending stands, reviewing stands, sheds, canopies, tents, awnings and fences may be erected only on private property zoned CH-commercial highway district, and C1 commercial district, except that no such structures shall be allowed in the locally designated historical district (planning unit 4), provided a temporary permit is obtained. Such permit shall be issued by the building inspector for a period not to exceed twenty-one (21) days.

B. All temporary structures shall be dismantled and removed from the premises no later than twenty-one (21) days after their construction or erection commenced. If the structure is not removed within that time, the city may remove the structure, or contract for its removal, and bring an action in any court of competent jurisdiction for the recovery of any costs.

C. Any temporary food or beverage structure shall have asphalt, concrete, wood or other similar material for a floor and shall display an inspection certificate from the State of South Dakota department of health.

(Ord. 1141 (part), 2011: Ord. 978 (part), 2001: prior code § 22-106)

5.28.080 Exceptions.

A. The city commission shall have the authority to grant exceptions to the licensing, fee, bond and other requirements of 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 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.

B. This chapter, except for the temporary structures provisions, shall not apply to solicitations, sales or distributions made by local or nationally chartered charitable, educational or religious organizations. This chapter shall not be deemed to waive the notice requirements under the state statute to the city commission of any organization conducting a bingo game or lottery nor to restrict the city commission in the reasonable regulation of such bingo game or lottery.

C. This chapter shall not apply to the sales of fruits, vegetables, farm or garden products.

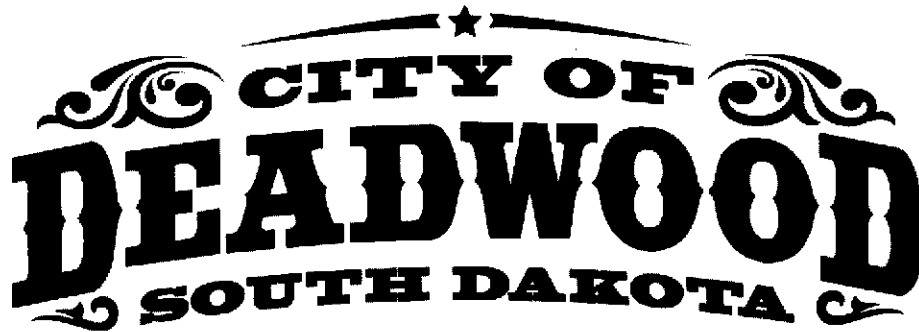
D. Rummage sales, yard sales, city-wide community used property sales and lemonade stands or other similar activities operated by minors or children or youth groups, or other nonprofit groups. (Ord. 1141 (part), 2011: Ord. 978 (part), 2001: prior code § 22-107)

5.28.090 Violation—Penalty.

Failure to obtain a license as required by this chapter or any other violations of this chapter may be punishable by the maximum fine and jail as prescribed for Class 2 misdemeanors under South Dakota law for each offense. Each day of operation without such a license or without compliance with the terms of this chapter shall be deemed a separate offense.

(Ord. 1101 (part), 2008: Ord. 978 (part), 2001: prior code § 22-108)

12-7-15
60



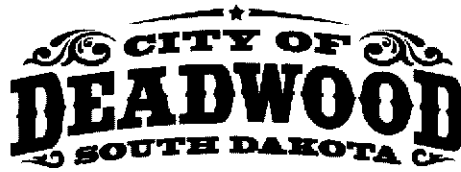
Event Complex Rental and Use Agreement

The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and assistance in the submittal of this application to the City. The Chamber can be contacted at the following address:

Deadwood Chamber of Commerce
767 Main Street
Deadwood, SD 57732
605-578-1876

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Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: _____

Contact Information:

Name of Applicant: _____

Business/Organization: _____

Mailing Address: _____

City, State Zip: _____

Business Phone: _____ Cell Phone: _____

Email Address: _____

Dates Event Complex requested:

Set up Date(s): _____ Hour(s): _____

Event Date(s): _____ Hour(s): _____

Clean-up Date(s): _____ Hour(s): _____

Approximate number of people who will attend: _____

I am applying to use the:
(Please check property requested)

- ☐ Ticket Booth
- ☐ Main Grandstand Concession
- ☐ Crow's Nest
- ☐ Main Grandstand Restrooms
- ☐ VIP Grandstand
- ☐ Baseball Field(s)
- ☐ Baseball Field Restrooms
- ☐ Arena and Corral Areas
- ☐ Venue Seating
- ☐ Parking Lots

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: _____

Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website:
www.cityofdeadwood.com or by calling (605) 578-2082.

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
 - 2) Deadwood Codified Ordinance – Title 5 – Business License. This ordinance may apply.
-

Additional contacts:

Names & contact number of event representatives or sub-contractors (i.e. security, refuge, etc.):

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Deadwood Event Complex Rental and Use Agreement

Renter Type: ☐ For-Profit ☐ Private ☐ Non-Profit ☐ Government
 (Check One) *Categories above defined in the Complex Guidelines and Information Sheet*

Rental Fees:

	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

Rental Fees subject to change.

Damage Deposit (Refundable): \$500 minimum (no alcohol) or \$1,000 minimum(serving alcohol)

Key Deposit (One Key or All Keys)(Refundable): \$100.00

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities	\$ _____	Key Deposit	\$ _____
Parking Lots	\$ _____	Cleaning/Damage Deposit	\$ _____
Baseball Fields	\$ _____		
Total Fees	\$ _____	Total Deposits	\$ _____

Please write separate checks to the City of Deadwood *(one check for event and one check for deposits)*

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

For Office Use Only:

Date Fees Received: _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

Acknowledgement of Use Rules and Regulations

1. The user assumes responsibility for damage to the rented building(s) and/or area(s) and its amenities during the time of usage, including any time rented for set-up and clean-up. Any property damaged beyond normal wear and tear may be replaced or repaired at the option of City of Deadwood at the user's expense. Liability will be the actual repair or replacement cost and will not be limited to the damage & cleaning deposit.

Initials _____

2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 10 days of the event. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials _____

3. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$71.50 per hour per person required to perform the work.

Initials _____

4. A concessionaire is provided for approved special events at the Deadwood Event Complex based on the size of the event and the needs of the event organizer. The concessionaire has a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

Initials _____

5. The user is responsible for trash dumpster(s), the removal of the trash, and all costs associated with trash generated from the event. Dumpsters shall be placed in locations approved by the Public Works Director.

Initials _____

6. I understand and agree: (Please Check Box for your Acknowledgement)

- ☐ A person in charge of the event must be in attendance at all times during the event.
- ☐ I have read & signed the Alcohol Policy form.
- ☐ All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
- ☐ A person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
- ☐ Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.
- ☐ If the fire alarms sound, a person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.

- ☐ A person in charge will not allow anyone to interfere with the fire alarm system.
- ☐ All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.
- ☐ A person in charge will assure that all garbage is placed in containers for the event.
- ☐ The event representative agrees to immediately pay for any damage or cleaning that exceeds the deposit amount.
- ☐ If decorations are used, only painter's tape (low adhesive) can be used on any surfaces. No holes may be made in Event Complex property. Renter must remove all decorations and attachments.
- ☐ No alterations can be made to the buildings or grounds without the express permission of City of Deadwood. This includes, but is not limited to, installation of equipment, installation of wiring, cable or other devices or any alteration of the building.
- ☐ The Exit doors must be unlocked and cannot be blocked during the event.
- ☐ Unless otherwise specified by the City Commission, all events must end by 10:00 p.m. Sunday – Thursday and 11:00 p.m. Friday – Saturday. Any event permitted may be required to have security present.
- ☐ Noise that may cause inconvenience, annoyance or alarm to others is not permitted. Any event that generates excessive noise must take place between the hours of 7:00 a.m. – 10:00 p.m. only and must comply with Noise Regulations found in the City of Deadwood Codified Ordinance.
- ☐ In case of an emergency, such as a fire, dial 911. In the case of a non-emergency, the Deadwood Police Department number is (605) 578-2623 and the Deadwood Fire Department number is (605) 578-1212.
- ☐ In case of issues related to the Event Complex during off business hours such as electrical problems, wastewater issues, lighting problems, property related issues, etc. contact Lawrence County Dispatch at (605) 578-2230. The proper authority will be dispatched to remedy the problem. If the problem occurs during business hours (7am-4Pm M-F) contact the Deadwood Public Works Department at (605) 578-3082.

Initials _____

7. Outdoor/Animal Events: (Check Acknowledgement)

- ☐ Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- ☐ Event representatives are responsible for cleaning restrooms after the event (if used).
- ☐ Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials _____

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Insurance and Liability

Overview:

When city facilities are used by the general public for special events which pose a high risk of injury (e.g. outdoor recreational activities or athletic events), a signed Waiver of Liability, Indemnification, and Medical Release should be required of each participant.

The waiver form should not be significantly modified. It has been written to comply with a 1994 Supreme Court decision, which stated:

- Pre-injury releases are much more likely to be deemed valid and enforceable when they are written on a separate document--that is, not imbedded in an application, rental agreement or sign-up sheet;
- Unless the intention of the parties is expressed in unmistakable language, an exculpatory clause will not be deemed to insulate a party from liability for his own negligent acts...what the law demands is that such provisions be clear and coherent; and
- The more inherently dangerous or risky the recreational activity, the more likely that an anticipatory release will be held valid.

The form can and should be modified to specifically identify the activity involved. In the case of a particularly dangerous activity, the level of risk involved should also be stated. For example, it may not be sufficient to name the activity "motorcycle stunts." The release form should specify the level of difficulty of the stunts.

NOTE:

High risk activities warrant the use of either a Facilities Use Agreement which requires the user to carry liability coverage, or participant liability waivers, or both. The process of determining when to require insurance of the user and/or when to require signed waivers of participants can be a difficult one. Unfortunately, with the wide variety of activities, events and facilities across City government, there is no way to establish a standard policy to specifically address all cases. Please contact the City of Deadwood's Safety Director for guidance at 605-578-2622.

The following pages include:

- Facilities Use Agreement Indemnification and Insurance Clause
- Event Sponsor Release and Indemnification Agreement
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s)

User agrees to indemnify and hold the City, and its officers, agents and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the use of the facilities described herein. It is the intention of the parties that the City, and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries, either in person or property.

User represents that its activities, pursuant to this agreement, will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. User acknowledges that the City has no duty to and will not provide supervision of the activity.

User shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. Five days prior to commencement of this Agreement, User shall furnish the City with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and provide that such insurance shall not be canceled, except on 30 days' prior written notice to the City. The City Commission reserves the right to require additional commercial general liability insurance necessary to protect the interests of the City.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

STATE OF :
SS.

COUNTY OF _____ :

On this _____ day of _____, 20____, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came _____, personally known to me to be the person whose name is affixed to the above instrument, and acknowledged the said instrument to be their free and voluntary act and deed.

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

Notary Public
My Commission Expires:

Event Sponsor – Release and Indemnification Agreement

This is a Release of Liability Indemnification Agreement. Special Events Holder must read carefully before signing.

In consideration for being permitted to engage in the following special event activities on Deadwood property (describe in detail):

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities may be dangerous and do or may involve risks of injury, loss or damage to us and/or third parties. We further acknowledge that such risks may include but may not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

Initials _____

- B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Safety Director for determination: 578-2622

Participant Release and Indemnification required? YES _____ NO _____

Initials _____

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to Deadwood, for the duration of the above described activities.

Initials _____

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any other related third party arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials _____

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge Deadwood, its officers, and its employees, from any and all claims,

demands and actions for such injury, loss, or damage, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials _____

- F. We further agree to defend, indemnify, and hold harmless Deadwood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, including any third party claim asserted against Deadwood, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other kind of loss of any kind whatsoever, which arises out of or are in any way related to the above described activities. Whether or not caused by our act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials _____

- G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said agreement extends to all acts, omissions, negligence, or other fault of Deadwood, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Dakota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Initials _____

- H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of Lawrence County, South Dakota.

Initials _____

- I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

Initials _____

IN WITNESS THEREOF, THIS **RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

By my signature below, I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved in participating in

By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any claim or cause of action against and release from liability the City of Deadwood, its officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;
 2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and
 3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.
-

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

By our signatures below, we acknowledge that we are aware of, appreciate the character of, and voluntarily assume the risks involved in participating in

By our signatures below, on behalf of ourselves, our heirs, next of kin, successors in interest, assigns, personal representatives, and agents, we hereby:

1. Waive any claim or cause of action against and release from liability the City of Deadwood its officers, employees, and agents for any liability for injuries to person or property resulting from participation in the activity listed above;
 2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from participation in the activity listed above;
 3. Consent to receive any medical treatment deemed advisable during participation in the activity listed above; and
 4. Acknowledge that we are signing below as a minor child and as the parent or legal guardian of the minor child named below.
-

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

*Building Rental Rules only apply if the event is utilizing the grandstands, crow's nest, or ticket booth.

In addition to the rental agreement, the following rules are in force:

- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be put on any City property. Painter's tape (low adhesive) is allowed.
- All decorations must be flame retardant in accordance with fire code.
- All exit lights must remain uncovered and visible.
- No smoking is allowed on any city property, except designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette or other smoking equipment on city property.
- At 10:00 p.m., music must be shut off or turned down so it cannot be heard outside of the Event Complex.
- Propane usage allowed with City of Deadwood's prior consent.
- Clean up after your event, including but not limited to:
 - Sweep floors & mop spills
 - Empty trash in building & dispose of in receptacles outside
 - Sweep and mop restrooms & wipe down all counter-tops, sinks, toilets
 - Take down any and all decorations and remove tape
 - Pick up trash within the entire Event Complex
- Deposit will be returned after the Event Complex is inspected. The deposit is available for return after the inspection and no deficiencies have been reported.

I have read and understand these rules.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Responsibilities to and of the Concessionaire

- A. The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all other tasks related to the operation, maintenance of the concession premises; and pay for and obtain all licenses and permits necessary for the operation of the concessions granted. The Concessionaire may offer the sale of additional items from the Concession Premises but shall be limited to food and beverage and approved by the Deadwood City Commission.
- B. The Concessionaire shall not sell any alcohol. Alcohol during events held at the Deadwood Event Complex is the sole responsibility of the Event Organizer. The event organizer will have access to the coolers and the outside bars in the facility.
- C. Concessionaire shall at its own expense, at all times, keep the Concession Premises and areas within twenty-five (25) feet thereto in a neat, clean, safe, and sanitary condition; and keep the glass of all windows and doors serving such areas clean and presentable. Concessionaire shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this agreement; Concessionaire shall provide or perform all necessary janitorial service to adequately maintain the inside and outside of such areas including concession seating. Concessionaire shall be responsible for keeping the areas within twenty-five (25) feet of the perimeter of such areas free of litter and clean of spills resulting from concession operations. The concessionaire shall be obligated to maintain a regular cleaning schedule, as well as a regular extermination service schedule.
- D. Garbage collection within the concession premises and within twenty-five (25) feet of the premises shall be maintained by the Concessionaire and disposed into a dumpster provided by the Event Organizer. The Concessionaire shall **NOT** pay for garbage service during events.
- E. Concessionaire shall be open for business during all special events approved by City Commission where the concession service is requested for the Deadwood Event Complex. If the event organizer is not requesting concession services, the event organizer cannot bring in other vendors to provide food and beverage for the event. The hours of operation of the concession premises shall coincide with the hours of the event scheduled and the hours of operation shall be coordinated between the Concessionaire and the Event Organizer.

A component of the facility use agreement is a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

I have read and understand the responsibilities to and of the concessionaire as they relate to the rental agreement and the use of the Deadwood Event Complex.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Alcohol Policy for Facility Rentals

No alcohol is allowed in any building or on the grounds of the City of Deadwood Event Complex including the parking area without the expressed consent of City of Deadwood. To obtain permission to serve alcoholic beverages the City Finance Office MUST be contacted, at (605) 578-2600. Alcoholic beverages are NOT permitted outside of the Event Complex.

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04.070 and South Dakota Codified Law Title 35. The process to obtain alcohol licenses may take up to 45 days.

If the undersigned represents a Private Party or For-Profit Organization, the serving of alcoholic beverages is allowed without a special alcoholic beverage license, provided that the event is invitation only, not open to the public, no public advertising and no money is involved (no cash bars and the cost of the alcohol cannot be hidden in an entry fee). Again, alcoholic beverages are NOT permitted outside of the Event Complex. The Finance Office MUST be contacted, at (605) 578-2600 then after review of the request for the serving of alcoholic beverages, the City Commission will approve or disapprove of the request. User will receive notification in written form from the City Finance office of the Commission action.

For those functions where consent has been given the following rules must be followed:

- At any event where alcohol is available, the renter must provide, at their expense, licensed servers unless otherwise approved by the Deadwood City Commission. A copy of the license must be provided to the City of Deadwood prior to the event.
 - The renter will also, at their expense, provide adequate licensed certified security to cover the event. A copy of the license and security certification must also be provided to the City of Deadwood prior to the event. The entity can submit an "alternative" to a licensed certified security company, but the "alternative" security will generally entail having a certified police officer on site (off-duty officer is okay). The City will also need to be provided with their name & a copy of their certification, & they need to agree not to drink alcohol themselves.
 - Keys for the facilities will not be issued until this information is received and confirmed.
 - The renter is solely and wholly responsible to ensure all rules and regulations in regards to the serving of alcohol are followed.
- ☐ **YES**, we will have alcohol at the contracted event and will abide by the Event Complex Alcohol Policy.
- ☐ **NO**, we will not have alcohol at the contracted event and agree to police the buildings and parking area to ensure no alcohol is present at the event.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Liquor Liability Insurance

This Insurance Liability Insurance coverage is required if you plan to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

Please obtain the required insurance and mail an original insurance certificate to:

City of Deadwood
Attn: Finance Office
102 Sherman Street
Deadwood, SD 57732.

For Office Use Only:

Date Fees Received: _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

General Business within the Event Complex

1. If you will be selling any items (tangible personal property), you and vendors must present a copy of South Dakota Sales Tax Licenses. For information on sales tax licensing contact the following:

South Dakota Department of Revenue Office
445 East Capitol Ave
Pierre, SD 57501-3185
(605) 773-3311

Initials _____

2. If vendors are intended to be used during an approved event at the Deadwood Event Complex, all vendors shall comply with Chapter 5.28 of the Deadwood Codified Ordinances. This Ordinance is included within the guidelines and information packet for reference. In addition, vendors will be limited to designated areas (as indicated on the Event Complex site plan) within the Event Complex unless otherwise approved by the Deadwood City Commission. As the event organizer you understand the laws related to general business and vending within the City limits of Deadwood.

Initials _____

3. As the event organizer and the renter of the Event Complex you shall ensure all sales from any proposed business activities (vendors or the event itself) will not compete with products sold from the concession facility and the concessionaire provided through the City of Deadwood.

Initials _____

4. The user acknowledges the City of Deadwood has contracted a concessionaire to operate the concession spaces within the Deadwood Event Complex. The responsibilities in regards to the concessionaire and the concession space have been provided and are understood by the event organizer/user of the Event Complex.

Initials _____

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

For Office Use Only:

Sales Tax Number (If Applicable): _____

Date Fees Received: _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

Event Complex Sign and Banner Policy

1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$71.50 per hour per person.
3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval, proper timing and planning will be required and is very important in regards to approval of signage outside of the Event Complex.
4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.

I have read the Sign and Banner Policy for the City of Deadwood Event Complex, fully understand its terms, understand that I shall abide by Deadwood Codified Ordinance 15.32, and have signed it freely and voluntarily.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

City of Deadwood Equipment and Services

Limitations on the Provision of City Services; Cost and/or Fees

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will, charge the event organizer a cost determined by the Department Head in supervision of the services provided. The cost for use of equipment, personnel, and services is determined prior to submittal of application; additional services requested during the event will incur addition costs. ONLY the Department Head in supervision of the services provided shall approve additional services requested! Additional costs if applicable shall be mutually agreed upon prior to service and paid for prior to the service provided.
- C. Prior to submittal of this application, the applicant must meet with the proper City Department Head to determine costs and availability of services requested. A letter from the appropriate City Department stating the total costs and services available shall be submitted with the application along with payment for the services with the entire application.
- D. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

- Electricity (existing facilities only – additional power is the responsibility of the renter with approval from the Public Works Director)
- Water and Sewer (existing facilities only – additional services are the responsibility of the renter with approval from the Public Works Director)
- Yard Hydrants (water sources) – The City has several yard hydrants available upon request throughout the property; however, hoses, stock tanks, etc. are the responsibility of the event organizer.
- Limited grading, scarifying, compacting the Arena Surface Prior to the Set-up of the Event
- Installation and tear down of traffic control devices and signs the City has available. The traffic control devices and signs are limited to the inventory of the City of Deadwood and what have been used during events held in the event complex in the past.
- Providing for and setting up of fencing at the SDDOT shop yard for overflow parking if requested. The agreement between the SDDOT and the City requires this property be set-up a particular way, utilized specifically, and restored to the condition it was in prior to the use.
- Fence/Corral Panels – The City may provide fence and/or corral panels owned by the City of Deadwood if they are available. The installation of all fence panels as part of an event will be the responsibility of the renter.
- Restrooms – Restrooms are available for events however, the cleaning of the restrooms is the responsibility of the event organizer. In addition, if the existing facilities are not adequate for the projected number of patrons' additional facilities are the responsibility of the renter.

Police Department

- Parade Escort for parades directly related to the event
- Traffic Control related to exiting of patrons at the intersection of Seventy-Six Drive and Highway 85/14A. This service shall be determined in advance if needed.

Equipment and Services upon Request and Availability with Cost (NOT Included in Rental Fees)

Public Works Department

- Fire hydrants will NOT be available for event usage at any time and shall be kept clear for access in case of emergency.
- Additional services not specifically listed below shall be considered, evaluated, and determined if the City will provide the service. If the service can be provided a cost, if required, will be determined in writing prior to the event.

Arena prep work including:

- Additional Grading, scarifying, compacting the Arena Surface after set-up of the event
- Pumping of water from the Arena Area
- Additional Dirt or Sand for the Arena
- Fence panel installation and tear down
- Snow removal from or hauling snow into event complex
- Water – Bulk amounts of water used for dust control, snowmaking, etc.

General Event Complex Services:

- Garbage pick-up
- Costs for emptying City dumpsters if utilized
- Clean up of animal droppings during events

Equipment/Machinery with a City Employee Operator ONLY:

- Motor grader
- Loader
- Dump Truck
- Skid Steer / Bobcat
- Sweeper (Large or Small)
- Bucket Truck
- Water Tank Truck

Police Department

- Traffic Control – Any traffic control assistance beyond what is provided with the use of the facility
- Security Services – Security services shall be a request to the Chief of Police and the availability of personnel may prohibit this service from being provided.

Fire Department

- On-site Staff and/or equipment: If the approved event requires Fire Department staff and/or equipment to be on-site due to the nature of the event.

Renter Reference Sheet

Renter/Organization Name: _____

Requirements (If first time renter):

- 3 References from a previous event location in which you hosted an event
- References cannot be a part of your organization or event
- Each Reference must have complete information

The City of Deadwood may contact references to evaluate your performance as a renter.

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and information attached hereto, and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of the Deadwood Event Complex.

RESERVATIONS WILL NOT BE CONFIRMED UNTIL THE SIGNED FACILITY USE AGREEMENT AND FULL PAYMENT IS RECEIVED.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Daytime Phone Number: _____

Date of your Event(s): _____ Group/Event Name: _____

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 nine (9) 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 _____ 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 One Hundred Eighty Dollars (\$180.00) for each parking space, plus six percent (6%) sales tax, for a total of One Thousand Six Hundred Twenty and no/100ths Dollars (\$1,620.00) 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 _____, 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: _____

12-7-15
6P

**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. 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;
13. CHAMBER shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
14. 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;

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

Dated this ____ day of _____, 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: _____

12-7-15
7A

**NOTICE FOR BIDS FOR
PARKING LEASE - MAIN STREET LOCATION**

Notice is hereby given that sealed bids will be accepted for five (5) spaces for parking of motor vehicles excluding buses and other large conveyance vehicles located on Deadwood and Main Street. Term of lease shall be thirty-six (36) months beginning January 1, 2016. Lease shall not be assigned, sublet, or transferred to any other party, or used for any other purpose other than parking of motor vehicles. Interested parties shall bid on five (5) available spaces as a group, with minimum bid of \$180.00 per space.

Scaled bids will be received by the Deadwood City Finance Office at 102 Sherman Street, Deadwood, SD, 57732 until 10:00 AM. Mountain Standard Time on November 19, 2015 at Deadwood City Hall, 102 Sherman Street, Deadwood, SD 57732. All bids shall be publicly opened and read, with results to City Commission on December 7, 2015.

Bids shall be submitted in a sealed envelope addressed to the CITY OF DEADWOOD and shall be clearly marked "SEALED BID: PARKING LEASE". Full responsibility for the delivery of mailed bids prior to the deadline for receiving bids rests with the bidder.

The City of Deadwood reserves the right to reject any and all bids or parts thereof, and to waive any irregularities of any bid. The City of Deadwood also reserves the right to award the contract to the highest responsible bidder as may be determined by the City of Deadwood.

CITY OF DEADWOOD


Mary Jo Nelson, Finance Officer

Publish BH Pioneer: November 5 and November 12

Submitted by: Deadwood Winery, 696 Main St
Bid amt of: \$185⁰⁰ per space
(one hundred eighty five dollars)
Contact: Wayne Morris
388 Main St
Deadwood S.D.
Phone #: 605-920-1512
Date: 11-19-15

SILVERADO FRANKLIN

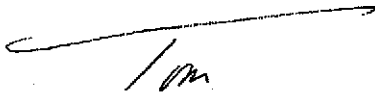
**HISTORIC HOTEL
& GAMING COMPLEX**

November 5, 2015

TO: City of Deadwood

Re: Bid on 5 parking spots, Block 20

Hotel Franklin Corp. submits a bid of \$205.00 , per month, per parking spot, for each of the 5 spots held for Bid



Tom Rensch, General Manager
Silverado/Franklin Gaming

709 Main Street
Deadwood SD 57732
605-578-3670
fax 605-578-1366
www.silveradocasino.com

Results on 12-7-15

7B

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 p.m. on December 2, 2015, to complete the "**Deadwood Welcome Center Project**" at 501 Main Street for the City of Deadwood. Bids will be publicly opened at 2:00 p.m. on December 2, 2015 with results presented on December 7, 2015 at 5:00 p.m. at the City Commission meeting in City Hall, 102 Sherman Street, Deadwood, SD.

Plans and specifications for the project may be obtained from Chamberlain Architects, 725 St. Joseph Street, Suite B1, Rapid City, South Dakota 57701 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

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

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

Dated this 19th day of October 2015.



Mary Jo Nelson
City of Deadwood Finance Officer

Publish BH Pioneer: October 26, 2015
 November 2, 2015

For any notice that is published twice:

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

BID TABULATION
DEADWOOD WELCOME CENTER PROJECT
December 2, 2015

BIDDER	BASE BID	UNIT PRICING				TOTAL Unit Pricing	INFORMATIONAL UNIT PRICING				Security	Addn.
		Overexcavation 2150 CY	Geogrid 6500 SY	12" Stabilization Rock 2600 Ton	Waste Materials Removal 500 CY		Thin Stone Veneer-wall-sf	Wood Railings-lf	Autumn Blaze Slate Mulch-sf			
Ainsworth-Benning Const. Inc P.O. Box 40 Spearfish SD 57783	\$ 6,180,000.00	\$ 15,050.00	\$ 19,500.00	\$ 88,400.00	\$ 4,500.00	\$ 127,450.00	\$ 52.00	\$ 51.00	\$ 3.00	x	x	
RCS Construction P.O. Box 9337 Rapid City SD 57709	\$ 6,300,000.00	\$ 19,350.00	\$ 17,875.00	\$ 98,800.00	\$ 4,500.00	\$ 140,525.00	\$ 34.00	\$ 32.00	\$ 2.60	x	x	
Heavy Constructors Inc Box 3239 Rapid City SD 57709	\$ 6,591,000.00	\$ 32,250.00	\$ 13,975.00	\$ 65,000.00	\$ 25,000.00	\$ 136,225.00	\$ 35.50	\$ 130.00	\$ 2.50	x	x	
Dean Kurtz Construction Co. P.O. Box 1917 Rapid City, SD 57709	\$ 6,655,000.00	\$ 13,975.00	\$ 18,200.00	\$ 85,800.00	\$ 4,400.00	\$ 122,375.00	\$ 36.00	\$ 34.50	\$ 2.54	x	x	
Scul Construction Service P.O. Box 7636 Rapid City SD 57709	\$ 6,800,000.00	\$ 10,750.00	\$ 22,750.00	\$ 72,800.00	\$ 16,500.00	\$ 122,800.00	\$ 37.00	\$ 87.50	\$ 2.50	x	x	

12-7-15
7B

12-745
8C

**NOTICE OF HEARING
ON THE ADOPTION OF RESOLUTION OF INTENT
TO ENTER INTO A LEASE FOR CITY PROPERTY**

NOTICE IS HEREBY GIVEN that, pursuant to SDCL 9-12-5.2, the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting to be held on the 7th of December, 2015, in the Commission Chambers at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter hold a public hearing on a resolution of intent to enter into a three year lease with Silverado Gaming for nine (9) spaces for parking motor vehicles located at Block A, Lot 20 of the Original Townsite of the City of Deadwood.

Notice is further given that any person, persons, or their attorney may appear and be heard at said scheduled Public Hearing who is interested in the approval or rejection of this lease.

Dated this 16th day of November, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: November 19, 2015

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 nine (9) 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 _____ 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 One Hundred Eighty Dollars (\$180.00) for each parking space, plus six percent (6%) sales tax, for a total of One Thousand Six Hundred Twenty and no/100ths Dollars (\$1,620.00) 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 _____, 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: _____

RESOLUTION NO. 2015-24

12-7-15
8 F

**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

12-7-15
10 A

CITY OF DEADWOOD
PROPOSED 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 chargesmaximum 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.....\$1.00

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.....\$3.00

Third hour.....\$5.00

Four to twenty-four hours.....\$10.00

Broadway leases:

Employee lease.....\$50.00/month

Annual lease:

1-25 spaces.....\$100.00/month

26-50 spaces.....\$90.00/month

50-119 spaces.....\$80.00/month

120+ spaces.....\$65.00/month

Meters-Lower Main Street and Pioneer Way/Armory..... \$1.00/hour

All other meters.....50/hour

Parking meter violation.....\$10.00

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)

Trolley:

Fare..... \$2.00/ride
 All day pass.....\$10.00/pass
 Punch card pass for 12 rides.....\$20.00/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	\$2.10/1,000

gallons	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

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.

Charles M. Turbiville
Mayor

ATTEST:

Mary Jo Nelson

Finance Officer

(seal)



12-7-15
10B

THE COMPANY THAT DOES THINGS RIGHT

Eddie's Truck Sales, Inc.
1002 E Omaha St
Rapid City, SD 57701
Phone (605)348-4900
Fax (605)341-7516

Attention: BWA SC

Company: City of Deadwood

From: Marvin Noll

Fax #: 605-578-3101

Number of Pages including cover page 3

Comments: Attached is the parts & labor
estimate to get the unit running so
we can continue diagnostics



1002 E. OMAHA STREET
RAPID CITY, SD 57701
P:(800) 233-3437
F:(605) 341-7516
Dealer Code: FASXD



BILL TO
CITY OF DEADWOOD - 20325
102 SHERMAN ST.
DEADWOOD, SD 57732
P: (605) 578-2600

DELIVER TO
CITY OF DEADWOOD - 20325
102 SHERMAN ST.
DEADWOOD SD 57732
P: (605) 578-2600

ESTIMATE: E201002270

DATE SHIPPED	SHIP VIA	DATE INVOICE	SALES PERSON	UNIT ID	VIN	TERMS	CUSTOMER REFERENCE
11/12/2015	LOCAL/PICKUP		LyleM			NET10	5864
QTY	SKU	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	201D/A01-32456-000	ASY-DIPSTICK,ENGINE OIL,ISB10	NOLOC	92.02		92.02	
1	FRT	101703003 FREIGHT		13.00		13.00	
1	201C/2881699RX	TURBOCHARGER,HE 07 VG MR	NOLOC	2,129.31		2,129.31	
1	201C/2881699RX-CORE	(4955361D) TURBOCHARGER,HE 07	NOLOC	750.00		750.00	
1	201C/4034315RX	KIT,TURBOCHARGER ACTUATOR	NOLOC	836.85		836.85	
1	201C/4034315RX-CORE	(2837201D) KIT,TURBOCHARGER AC	NOLOC	234.38		234.38	
4	201C/4939565	STUD	2CC3A	17.91		71.64	
4	201C/3818824	NUT,REGULAR HEXAGON	2CC2B	3.28		13.12	
7	201C/5266422	GASKET,EXHAUST MANIFOLD	A1	6.65		46.55	
14	201C/3944593	SCREW,HEX FLANGE HEAD CAP	2CC5B	4.04		56.56	
2	201C/4932615	GASKET,CONNECTION	A1	4.04		8.08	
1	201C/4990882	MANIFOLD,EXHAUST	NOLOC	122.32		122.32	
1	201C/5261382	MANIFOLD,EXHAUST	NOLOC	263.48		263.48	
12	201C/3945252	SPACER,MOUNTING	2CC4D	4.00		48.00	
1	201D/FG LF3970	ELEMENT-OIL FILTER,12 PACK *D	2B8	14.02		14.02	
1	201C/3947287	PLUNGER,PRS REGULATOR	NOLOC	9.71		9.71	
1	201C/3925009	SPRING,COMPRESSION	NOLOC	3.97		3.97	
1	201C/3929457	SEAL,O RING	NOLOC	4.67		4.67	
3	201C/3058653	SEAL,O RING	2CC1D	1.70		5.10	
1	201C/4944527	GASKET,CONNECTION	2CC7C	9.91		9.91	
1	201C/3627695	SEAL,O RING	2CC1G	8.58		8.58	
1	201C/4983620	TUBE,PRESSURE SENSING	NOLOC	56.60		56.60	
-1	201C/2881699RX-CORE	(4955361D) TURBOCHARGER,HE 07	NOLOC	750.00		-750.00	
-1	201C/4034315RX-CORE	(2837201D) KIT,TURBOCHARGER AC	NOLOC	234.38		-234.38	
8	201D/SLO 500004741	ROTELLATTRIP15W40CJ4 - BULK	SHOP	13.78		110.24	
1	FRT	101703003 FREIGHT		75.00		75.00	
	C	FACTORY AND SF					
1	ft	TOTAL LABOR		3,000.00		3,000.00	

12-7-15
10C

Ordinance #1238
TO AMEND CHAPTER 12.28: DEADWOOD RODEO GROUNDS

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 12.28 be amended as follows:

Chapter 12.28
DEADWOOD EVENT COMPLEX

Sections:

- 12.28.010 Defined
- 12.28.020 Use of the Complex
- 12.28.030 Fee for Use
- 12.28.040 Rental Agreement and Use Guidelines

12.28.010 Use of rodeo grounds.

~~Any person or organization may apply to the city commission for permission to use the Deadwood rodeo grounds and/or the grandstand shall apply to the city commission for permission, either in writing or in person, and shall give the date and time of the proposed use and the nature of the proposed use. The commission may accept or reject any such application as it deems for the best interests of the city and its residents. A person or organization seeking to use the premises shall submit to the city finance officer prior to any use proof of insurance sufficient to save the city harmless from any liability arising out of the event.~~

12.28.010 Deadwood Event Complex Defined

The Deadwood Event Complex is comprised of the Days of 76 Rodeo Grounds, Ferguson Football Field, Keene Baseball Park, and the related parking facilities. The Complex is owned and operated by the City of Deadwood and is intended for public recreation and entertainment.

12.28.020 Use of the Complex

Any person or organization intending to use the Event Complex must obtain approval by action of the City Commission. Application for use of the Event Complex shall be submitted to the City of Deadwood at least sixty (60) days prior to the proposed use. The City Commission may approve or deny any such request for use of the Event Complex as it deems in the best interests of the City and its residents.

12.28.020 Fee for use.

~~A. Any applicant using the Deadwood rodeo grounds and/or the grandstand shall pay to the city the sum of five hundred dollars (\$500.00) for such use with one thousand dollars (\$1,000.00) per day cash deposit, which will be refunded after city-incurred expenses are deducted. The fee shall be paid prior to use of facility. If applicant provides written proof of nonprofit status, the fee may be waived by the city commission.~~

~~B. The city commission shall have the authority to waive some or all of the fee in the case of events which are cosponsored by the city or are for the purpose of raising funds for a worthy charitable or civic cause.~~

12.28.030 Concessions.

~~The city commission may, in its discretion, charge an additional fee or impose additional regulations on concessions for any event, as the commission may deem to be in the best interests of the city and its residents.~~

12.28.030 Fee for use

A. The City of Deadwood has a No Fee Waiver Policy in regards to Event Complex rental and use fees. Any applicant using the Event Complex shall pay to the City the sum of the fees determined through the rental and use agreement. The fee(s) shall be paid at the time of application for use of the Event Complex.

B. All fees related to Chapter 12.28- Event Complex are listed in the City fee schedule which is set and amended by resolution.

C. The City Commission reserves the right and authority to review and adjust fees at the Event Complex through resolution.

12.28.040 Liability insurance requirement.

~~Proof of liability insurance in the amount of at least one million dollars (\$1,000,000.00) showing city of Deadwood as additional insured must be provided prior to use of facility. (Ord. 1064 (part), 2006: prior code § 24-103)~~

12.28.040 Rental and Use Agreement and Guidelines

A. The Event Complex shall be operated by a City Commission approved rental agreement and guidelines.

B. The City Commission reserves the right and authority to review, amend, and adopt the rental and use agreement and guidelines at any time.

Dated this 7th day of December, 2015.

Charles M. Turbiville
Mayor

ATTEST:

Mary Jo Nelson

Finance Officer

(seal)

First Reading: November 16, 2015

Second Reading: December 7, 2015

Publish: December 10, 2015

Effective: December 30, 2015

12-7-15
10 D

**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 \$30,240.00.

Source of Revenue: Unexpended cash.

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

CITY OF DEADWOOD

Charles M. Turbiville, Mayor


ATTEST: Mary Jo Nelson, Finance Officer

First Reading: December 7, 2015

Second Reading: December 21, 2015

12-7-15
10E

Memo

To: Mayor Turbiville and City Commission
From: Mary Jo Nelson 
Date: 12-4-2015
Re: Cash shortfall in Parking and Transportation Fund

In earlier budget meetings, we discussed the likelihood of a cash shortfall in the Parking and Transportation Fund. For a number of years, we have watched expenses exceed revenues, resulting in a declining cash balance. A summary of that history is provided as an attachment.

Governmental Accounting Standards and Legislative Audit will not allow negative cash in any fund at year end. I have included a projection of the likely shortfall at year end, based on historical revenue, expenses, and actual payroll figures in 2015. I am asking for direction to allow for a cash transfer from another fund in order to bring the cash position to a positive one, or at the very least, zero.

Allowable funding sources include Bed and Booze Fund, General Fund, Historic Preservation Fund, BID 1-6 Fund or BID 7 Fund.

**CITY OF DEADWOOD
PARKING AND TRANSPORTATION FUND
PROJECTED CASH SHORTFALL
As of December 31, 2015**

Cash on Hand		\$ 11,089.00
Lease Revenue in December 2014	\$ 3,125.00	
Parking Meter Revenue in December 2014	\$ 3,400.00	
Trolley Revenue in December 2014	<u>\$ 6,800.00</u>	
TOTAL ESTIMATED REVENUE BASED ON December 2014		\$ 13,325.00
less December payroll expense - ordinance and office	\$ (12,971.00)	
less December payroll expense-trolley drivers	<u>\$ (19,535.00)</u>	
LESS ESTIMATED PAYROLL BASED ON 2015 Year to Date		\$ (32,506.00)
less operational expense in December 2014-meter	\$ (3,700.00)	
less operational expense in December 2014-trolley	<u>\$ (11,208.00)</u>	
LESS ESTIMATED EXPENSE BASED ON December 2014		\$ (14,908.00)
Less cash contributed from Historic Preservation for new trolley (designated cash approved January 2016)		<u>\$ (25,000.00)</u>
Expected Cash Shortfall at Year End		\$ (48,000.00)

REVENUE AND EXPENSES FOR PARKING AND TRANSPORTATION FUND

For Periods Ending DECEMBER 31, 2010 through 2014

METER/LEASE/PERMIT Dept	2010	2011	2012	2013	2014
PARKING METER FUND REVENUE	\$ 273,864.55	\$ 240,017.00	\$ 229,794.00	\$ 204,342.00	\$ 165,600.00
PARKING LEASE REVENUE	\$ 39,033.47	\$ 56,495.00	\$ 37,026.00	\$ 34,040.00	\$ 32,760.00
PARKING PERMIT SALES	\$ 4,529.00	\$ 3,027.00	\$ 3,292.00	\$ 5,446.00	\$ 2,368.00
TOTAL PARKING REVENUE	\$ 317,427.02	\$ 299,539.00	\$ 270,112.00	\$ 243,828.00	\$ 200,728.00
LESS PAYROLL EXPENSE	\$ (159,479.49)	\$ (169,395.00)	\$ (165,442.00)	\$ (176,076.00)	\$ (173,440.00)
LESS OPERATING EXPENSE	\$ (53,747.70)	\$ (308,470.00)	\$ (73,068.00)	\$ (64,675.00)	\$ (105,240.00)
LESS DEPRECIATION	\$ (24,184.62)	\$ (23,392.84)	\$ (1,094.76)	\$ (1,498.00)	\$ (3,514.00)
NET INCOME-PARKING	\$ 80,015.21	\$ (201,718.84)	\$ 30,507.24	\$ 1,579.00	\$ (81,466.00)

TROLLEY Dept					
TROLLEY REVENUE	\$ 195,627.73	\$ 191,925.00	\$ 198,015.00	\$ 174,308.00	\$ 188,317.00
LESS PAYROLL EXPENSE	\$ (201,536.99)	\$ (211,970.00)	\$ (215,295.00)	\$ (228,217.00)	\$ (237,499.00)
LESS OPERATING EXPENSE	\$ (105,794.72)	\$ (143,214.00)	\$ (133,495.00)	\$ (145,454.00)	\$ (148,937.00)
LESS DEPRECIATION	\$ (59,458.35)	\$ (71,139.50)	\$ (90,533.07)	\$ (99,784.00)	\$ (81,550.00)
NET LOSS-TROLLEY	\$ (171,162.33)	\$ (234,398.50)	\$ (241,308.07)	\$ (299,147.00)	\$ (279,669.00)
Cash Transfer from Hist. Pres.	\$ 92,000.00	\$ 92,000.00	\$ 92,000.00	\$ 92,000.00	\$ 92,000.00
NET LOSS AFTER SUBSIDY	\$ (79,162.33)	\$ (142,398.50)	\$ (149,308.07)	\$ (207,147.00)	\$ (187,669.00)

NOTE: These figures do not include revenue received from grants or sale of assets, nor does it include capital expenditures as defined by GASB.

Cash on Hand	\$ 930,330.00	\$ 669,110.00	\$ 659,865.00	\$ 499,769.00	\$ 320,037.00
Cash Designated for Trolley-from HP	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 275,000.00
Total Cash	\$ 1,180,330.00	\$ 919,110.00	\$ 909,865.00	\$ 749,769.00	\$ 595,037.00

Cash on hand reduction as percent -28% -1% -24% -36%

Western Hills Painting LLC

Charles Gruba
4203 Lofty Pines Road
Piedmont, South Dakota 57769
(605) 787-9256

Call - 209-4560

12-7-13

106

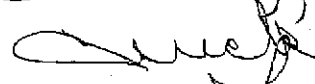
City of Deadwood

Attn: Tom

RE: Adams' Museum

Labor + material for patching,
and re-painting various areas of walls
and ceiling from water damage as per
walk-through 11-17-13

\$4,800.00
2% excise - 96.00
\$4,896.00

Sincerely,

Charles Gruba

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

DEADWOOD

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

12-7-15
ROBERT E. NELSON JR
Planning and Zoning
Telephone: (605) 578-2082
Fax: (605) 578-2084
robjr@cityofdeadwood.com
16 H

MEMORANDUM

Date: November 5, 2015
To: Deadwood City Commission
From: Robert Nelson and Trent Mohr
Re: Resolution Designating Special Events

Before you is a resolution designating special events recognized by the City of Deadwood. The resolution serves to identify events when banners are allowed to be displayed. There is no other reason for identifying or designating special events by the City Commission. The resolution before you has six (6) events when banners have traditionally been used.

The Chamber of Commerce, after review of the resolution, would like the Commission to consider the addition of four more events listed below:

<u>Special or Civic Event:</u>	<u>Date(s) of Event:</u>
1. Mardi Gras	January 29-30, 2016
2. 3 Wheeler Rally	July 12-17, 2016
3. Oktoberfest	Sept. 30-Oct. 1, 2016
4. Wild West Songwriter's Festival	Oct. 28-29, 2016

Staff has provided along with this memo and the resolution, two calendars that show the days in which banners would be permitted to be displayed. Based on the proposed resolution before you banners would be allowed to be displayed fifty-one (51) days of the year. The additional four events the Chamber would like to have added to the resolution would add an additional thirty-two (32) days of allowable banner display.

Banners have been highly criticized over the last several years with both support and opposition to the display of banners. Staff would note that the amount of time to enforce the code in regards to banners has become quite cumbersome and takes away from more important duties of the employees. As far as the number of events and the number of permitted days banners allowed are based on the approval of the resolution before you. This is a matter of how the City would like to present itself to the public and how the local community would like to see their city when visitors come to Deadwood.

RESOLUTION AND CALENDAR FOR SIX (6) EVENTS

RESOLUTION 2016-01

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. St. Patrick's Day	March 18-19,2016
3. Wild Bill Hickok Days	June 17-19,2016
4. Days of '76	July 26-30,2016
5. Sturgis Bike Rally	August 8-12,2016
6. Kool Deadwood Nites	August 25-28,2016

Dated this 4th day of January, 2016.

ATTEST:

CITY OF DEADWOOD

Mary Jo Nelson, Finance Officer

Charles M. Turbiville, Mayor

2016

JANUARY

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	Banners				
Banners		26	27	28	29	30
31	1	2	3	4	5	6

2016

FEBRUARY

S	M	T	W	T	F	S	
31	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	1	2	3	4	5	
6	7	8	9	10	11	12	

2016

MARCH

S	M	T	W	T	F	S
28	29	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	Banners				
Banners		22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

2016

APRIL

S	M	T	W	T	F	S	
27	28	29	30	31	1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
1	2	3	4	5	6	7	

2016

MAY

S	M	T	W	T	F	S	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31	1	2	3	4	
5	6	7	8	9	10	11	

2016

JUNE

S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2
3	4	5	6	7	8	9

2016 JULY

S	M	T	W	T	F	S
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	Banners
Banners						
31	1	2	3	4	5	6
Banners						

2016

AUGUST

S	M	T	W	T	F	S
31	1 Banners	2	3	4	5	6 Banners
7	8	9	10	11	12	13
Banners						
14	15 Banners	16	17	18	19	20
21	22	23	24	25	26	27
Banners						
28	29 Banners	30	31	1	2	3
4	5	6	7	8	9	10

2016

SEPTEMBER

S	M	T	W	T	F	S	
28	29	30	31	1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	1	
2	3	4	5	6	7	8	

2016

OCTOBER

S	M	T	W	T	F	S	
25	26	27	28	29	30	1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31	1	2	3	4	5	

2016

NOVEMBER

S	M	T	W	T	F	S	
30	31	1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	1	2	3	
4	5	6	7	8	9	10	

2016

DECEMBER

S	M	T	W	T	F	S	
27	28	29	30	1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	
1	2	3	4	5	6	7	

RESOLUTION AND CALENDAR FOR TEN (10) EVENTS

RESOLUTION 2016-01

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 15.32.1

<u>Special or Civic Event:</u>	<u>Date(s) of Event:</u>
1. ISOC Deadwood Snocross Showdown	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	Sept. 30-Oct. 1, 2016
10. Wild West Songwriter's Festival	Oct. 28-29, 2016

Dated this 4th day of January, 2016.

ATTEST:

CITY OF DEADWOOD

Mary Jo Nelson, Finance Officer

Charles M. Turbiville, Mayor

2016

JANUARY

M	T	W	T	F	S	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
Banners - Snocross						
25	26	27	28	29	30	31
Banners - Snocross	Banners - Mardi Gras					
1	2	3	4	5	6	7

2016

FEBRUARY

M	T	W	T	F	S	S
1	2	3	4	5	6	7
Banners - Mardi Gras						
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	1	2	3	4	5	6
7	8	9	10	11	12	13

2016

MARCH

M	T	W	T	F	S	S
29	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
Banners - St. Patrick's Day						
21	22	23	24	25	26	27
Banners - St. Patrick's Day	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16

2016

APRIL

M	T	W	T	F	S	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22

2016

MAY

M	T	W	T	F	S	S
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

2016

JUNE

M	T	W	T	F	S	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
Banners - Wild Bill Days						
20	21	22	23	24	25	26
Banners - Wild Bill Days						
27	28	29	30	1	2	3
4	5	6	7	8	9	10

2016

JULY

M	T	W	T	F	S	S
27	28	29	30	1	2	3
4	5	6	7	8	9	10
					Banners - 3 Wheeler Rally	
11	12	13	14	15	16	17
Banners - 3 Wheeler Rally						
18	19	20	21	22	23	24
Banners - 3 Wheeler Rally			Banners - Days of 76			
25	26	27	28	29	30	31
Banners - Days of 76						
31	1	2	3	4	5	6

2016

AUGUST

M	T	W	T	F	S	S
1	2	3	4	5	6	7
Banners - Days of 76		Banners - Sturgis Bike Rally				
8	9	10	11	12	13	14
Banners - Sturgis Bike Rally						
15	16	17	18	19	20	21
22	23	24	25	26	27	28
Banners - Kool Deadwood nites						
29	30	31	1	2	3	4
Banners - Kool Deadwood nites						
5	6	7	8	9	10	11

2016

SEPTEMBER

M	T	W	T	F	S	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2
3	4	5	6	7	8	9

Banners - Oktoberfest

2016

OCTOBER

M	T	W	T	F	S	S
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

Banners - Oktoberfest

Banners - Oktoberfest

Banners - Wild West Songwriter's Festival

Banners - Songwriter's Festival

2016

NOVEMBER

M	T	W	T	F	S	S	
31	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	1	2	3	4	
5	6	7	8	9	10	11	

2016

DECEMBER

M	T	W	T	F	S	S	
28	29	30	1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31	1	
2	3	4	5	6	7	8	

ORDINANCE NUMBER 1240

12-7-15
10 I

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER 12.20.030 and 12.20.040, SNOW REMOVAL, OF THE ORDINANCES OF THE CITY OF DEADWOOD, DAKOTA

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 abatements, 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:

Adopted:

12-7-15
107

SNOW REMOVAL POLICY FOR THE CITY OF DEADWOOD

Safety is the number one concern when considering snow removal in the City of Deadwood. In addition to Chapter 12.20 SNOW REMOVAL of the City of Deadwood Municipal Code. The following information supplements the ordinance and may be amended by the Public Works Director, as circumstances, efficiencies and safety concerns dictate.

Snow Plowing

The City of Deadwood considers all city streets to be part of the snow route and as standard practice will plow and sand all streets to facilitate the safe passage of emergency vehicles. The major thoroughfares and steeper hills have priority, with the goal being to have all streets plowed and sanded as soon as possible.

Snow Removal

Municipal parking lots, Main St., Charles St. and Sherman St. are scheduled first for snow removal followed by residential areas. Areas for snow removal will be posted 24 hours in advance indicating all vehicles are to be removed from the street to be cleaned or they will be towed at the owner's expense. Once the city crews have removed the snow from the streets, any individual or business that places snow on the streets or in the Right of Way will be subject to penalties as described in Chapter 12.20 SNOW REMOVAL section 12.20.040. If for safety reasons or for efficiency, the City determines that under normal operating conditions, it is necessary to operate City equipment on private property, it will be the responsibility of the property owner to name the City as additionally insured on their insurance policy and provide proof of such insurance.

12-7-15
10J

LAMB MOTORS

CONTRACT# 16870

FORD INTERCEPTOR SUV

- Engine, 3.5 liter V-6 with eco-boost equipped engine, 364HP
- All-wheel drive
- Transmission, Automatic 6 speed, with cooler heavy duty Police type
- Alternator, 220 Amp with integral regulator
- Front and Rear Heat and Air Conditioning
- Locks, Power deck release
- Rear Door In-operable
- Rear Power Door Lock Switch
- Rear Power Door Lock In-operable
- Rear Window In-operable
- Power Door Locks
- Brakes - ABS
- Power Steering with oil cooler
- Power Windows
- Radio, Heavy duty suppression kit, electro-magnetic interference suppression kit to minimize interference between the electronic ignition control system and two way radio equipment to be installed in the vehicle by state.
- Axle, power train shall be geared to produce maximum power and top speed no less than 119 mph (pursuit rated)
- Battery, 84 Amp 690 C.C.A.
- Cooling, winterized to -35 degrees.
- Cruise control
- Defroster, Rear Window
- Floor Covering Vinyl
- Floor Covering Trunk
- Glass, Tinted all windows (factory type tint)
- Horns, Dual
- Ignition, Electronic
- Headlights
- Dome Light, Center (front headliner), Police style with Red and White illumination.
- AM/FM/CD
- Light, Under Hood (Dealer Installation)
- Light, Map light windshield header mount
- Light, Spotlight 6" diameter Halogen, (driver's side A-pillar mounted). "Unity" brand with black housing.
- Light, Trunk
- Lighting, deactivate door light switches. **Deactivate all courtesy lighting interior and exterior and courtesy horn.**
- Locks, single key system, 3 keys. (Minimum 3 keys provided). Keyless entry. Standard keyless entry and other function should remain.
- Side air bags
- Factory installed Police power supply points with required connector (package)
- Manual, factory owner manual
- Mirror, inside day & night adjustable
- Mirrors, remote control left and right side
- Seats upholstery heavy duty cloth in harmonizing colors.
- Factory Freight

Delivery Date 60 – 90 days

Base Cost \$30355

- | | |
|---|-------------------------------------|
| • Lights, Spot Lights (Dual) | \$485 |
| • Wig Wag headlight flasher | \$950 (does not include controller) |
| • Rear light flasher | \$555 |
| • Bluetooth Capability | \$395 |
| Satellite Radio should be left operational if standard or no charges apply with Bluetooth package (hands free). | |
| • Factory USB and Aux stereo input if available | \$395 |
| • Dome light Red and White cargo area (Package 17T) | \$50 |

• Enhanced PTU cooler (Package 52B)	\$2925
• Full wheel cover (64B)	\$160
• Painted 18' wheels (package 64E)	\$575
• Floor Covering Carpet with floor mats front and rear	\$225
• Heater, Engine Block, (package 441H)	\$95
• Paint upgrade charge	\$890
• LED Spotlight bulb (Unity brand 51R)	\$395
• Back-up camera (package 21B)	\$195
• Rear park sensing (package 76R)	\$295
• Rear blind spot alert (package 55B)	\$645
• 3.7L V-6 engine (Eco-boost delete) E-85	\$(-2065)
• Light Spotlight (Delete)	\$(-100)
• Noise Suppression Bonds	\$195
• Heated Exterior Mirrors	\$90
• Underhood Light (Dealer Installed)	NC

DELIVERY - \$120.00

TOTAL COST: \$31,610.00

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

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

12-7-15
10L

December 7, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Hwy 85 Project Change Orders #4 and #5

SUMMARY

Change Orders #4 and #5 are both the result of unknown conditions discovered during the Highway 85 reconstruction project.

Change Order #4 is for an abandoned water service that was still pressurized. This posed the possibility of developing a leak that could go undetected and over a period of time cause some major issues. The Water Department requested this service be abandoned according to our specifications ensuring that a future leak would not occur at this site.

Change Order #5 was due to four sanitary sewer services to residents/ businesses along Charles St. that were in direct conflict with the new storm sewer being installed during the reconstruction project. Part of the agreement the City has with the SDDOT, regarding this project, includes the City's responsibility for relocating City Services, located in the DOT's Right of Way, whenever they are in conflict with their project. Many such conflicts were identified prior to the beginning of this project and are part of the contract that was signed with the project Contractor. The location and depth below ground of sanitary sewer services, to residents and businesses along this project could not be identified prior to the start of construction. Finding conflicts during the construction project was not unexpected.

RECOMMENDATION

It is my recommendation that the Commission approve Change Order #4 in the amount of \$2,303.82 and Change Order #5 in the amount of \$13,877.47



Design Redefined

600 Kansas City St
Rapid City, SD 57701

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

teamtsp.com

Architecture
Engineering
Planning

11/24/2015

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 #4

Dear Ron:

Enclosed is a copy of the Contractor's breakdown of costs for CCO#4.

This change involved the abandonment of a 1" sewer service at Sta. 72+33. The box for this service was called for to be vertically adjusted in our original drawings, but there was no residence on the lot that this service served.

Donovan Renner requested that this service be abandoned. The Contractor had to switch traffic, excavated down to the water service at the main, turn off the corporation stop and add a length of service pipe beyond the corporation stop and install a cap on the end of this pipe.

According to the enclosed breakdown, the Contractor's cost for this work is \$2,303.82.

Considering the time the Contractor spent in completing this work, we feel that the Contractor's cost 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

12-7-15



OFTEDAL
CONSTRUCTION, INC.
EMPLOYEE OWNED • EMPLOYEE BUILT

August 28th, 2015

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

RE: No. 03120821 PCN X03D
Deadwood Utilities Hwy 85
Lawrence County
Abandon 1" Water Service at Sta 72+34R

Dear Mr. Wrede,

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

Abandon 1" Water Service Sta 72+34R

Subcontractor Total = \$2,094.38
Markup 10% = \$209.44
Total = \$2,303.82

Let me know if you have any questions.

Respectfully
Oftedal Construction, Inc.

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. 8 4

Date: 8/25/2015
Attn: Chris Audiss
Oftedal Construction, Inc.
PO Box 400
Miles City, MT 59301

Project: No. 03120821 PCN X03D, Deadwood Utilities
Description: Abandon 1" Water Service at Sta. 72+34 R
Days Requested: We request an additional 1/2 working days to perform this work.
Exclusions: All exclusions in the current contract

Labor:

Description	Qty	Unit	Price	Extended
Pipe Layer	5	HR	\$24.96	\$124.80
Laborer	5	HR	\$22.65	\$113.25
Operator	5	HR	\$28.55	\$142.75
Operator	5	HR	\$29.25	\$146.25
Foreman	5	HR	\$55.14	\$275.70
Total Cost:				\$802.75
Insurance:				\$80.28
A/O Costs:				\$120.41
Total for Labor:				\$1,003.44
Sub-Total for Labor, Materials:				\$1,003.44
Profit:				\$100.34
Total for Labor and Materials:				\$1,103.78

Equipment:

Description	Qty	Unit	Price	Extended
Pickup	5	HR	\$11.50	\$57.50
Pickup	5	HR	\$11.50	\$57.50
2" Pump	2	HR	\$8.30	\$16.60
Cat 312 Excavator	5	HR	\$88.00	\$440.00
Cat 305 Excavator	3	HR	\$75.00	\$225.00
Cat Skid Steer	2	HR	\$70.00	\$140.00
Jumping Jack Compactor	4	HR	\$13.50	\$54.00
Total for Equipment:				\$990.60

Thank You,

Total: \$2,094.38

Ty J. Pivonka, Project Manager.

10% Markup = \$209.44

Total = \$2,303.82



Design Redefined

600 Kansas City St
Rapid City, SD 57701

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

teamtsp.com

Architecture
Engineering
Planning

11/24/2015

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 #5

Dear Ron:

Enclosed is a copy of the Contractor's breakdown of costs for CCO#5.

This change involved the lowering of 4 sewer services (Sta. 71+75R, 69+00R, 68+45R, & 68+00R). These sewer services were encountered by the Contractor at depths of 3' to 4' and were in conflict with the proposed SDDOT storm sewer. These sewer services had to be lowered from beyond the SDDOT storm sewer all the way to the main. These lowered services were not connected directly to the main, but the existing services had risers from the main to the approximately 3' to 4' depth, so the lowered services were connected to these risers. The length of pipe replaced for each of these lowerings was approximately 25'

The Contractor's total cost for these four lowerings is \$13,877.47, or \$3469.37 per each lowering.

The trenching depth for this change was 4' to 5'. The Contractor has a Contract unit price of \$132/ft. for "Trench 0' to 6' Deep". With 25' of adjustment length, the cost for the trench alone for each of these lowerings would be \$3,300.00 if the Contract unit prices were applied.

With this in mind, 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



OFTEDAL
CONSTRUCTION, INC.
EMPLOYEE OWNED • EMPLOYEE BUILT

September 9th, 2015

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

RE: No. 03120821 PCN X03D
Deadwood Utilities Hwy 85
Lawrence County
Lower 6" Sewer Services at Sta. 71+75R, 69+00R, 68+45R, & 68+00R

Dear Mr. Wrede,

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

Lower 6" Sewer Service at Sta 71+75R, 69+00R, 68+45R & 68+00R 4 each @ \$3,153.97 = \$12,615.88
Markup 10% = \$1,261.59
Total = \$13,877.47

Let me know if you have any questions.

Respectfully
Oftedal Construction, Inc.

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. 9 5

Date: 9/3/2015
Attn: Chris Audiss
Oftedal Construction, Inc.
PO Box 400
Miles City, MT 59301

Project: No. 03120821 PCN X03D, Deadwood Utilities
Description: Lower 6" Sewer Services at Sta. 71+75 R, 69+00 R, 68+45 R & 68+00 R

Days Requested: We request an additional 3 working days to perform this work.

Exclusions: All exclusions in the current contract

Materials:

Description	Qty	Unit	Price	Extended
6" Fernco	8	EA	\$19.52	\$156.16
6" GXG 45 Degree Bend	8	EA	\$29.63	\$237.04
6" SDR 35 Pipe	120	LF	\$3.17	\$380.40
Type 1 Bedding	24	Ton	\$22.00	\$528.00
Total Cost:				\$1,301.60
Use Tax:				\$78.10
A/O Costs:				\$206.95
Total for Materials:				\$1,586.65

Labor:

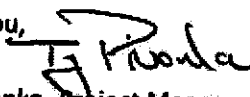
Description	Qty	Unit	Price	Extended
Pipe Layer	32	HR	\$24.96	\$798.72
Laborer	32	HR	\$22.65	\$724.80
Operator	32	HR	\$28.55	\$913.60
Operator	20	HR	\$29.25	\$585.00
Foreman	32	HR	\$55.14	\$1,764.48
Total Cost:				\$4,786.60
Insurance:				\$478.66
A/O Costs:				\$717.99
Total for Labor:				\$5,983.25
Sub-Total for Labor, Materials:				\$7,569.90
Profit:				\$756.99
Total for Labor and Materials:				\$8,326.89

Equipment:

Description	Qty	Unit	Price	Extended
Pickup	32	HR	\$11.50	\$368.00
Cat 312 Excavator	21	HR	\$88.00	\$1,848.00
Cat Skid Steer	9	HR	\$70.00	\$630.00
Cat 305 Excavator	16	HR	\$75.00	\$1,200.00
Jumping Jack Compactor	18	HR	\$13.50	\$243.00

Total for Equipment: \$4,289.00**Total: \$12,615.89****Price Per Each: \$3,153.97**

Thank You,



Ty J. Pivonka, Project Manager.



OFTEDAL
CONSTRUCTION, INC.
EMPLOYEE OWNED • EMPLOYEE BUILT

September 9th, 2015

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

RE: No. 03120821 PCN X03D
Deadwood Utilities Hwy 85
Lawrence County
Lower 6" Sewer Services at Sta. 71+75R, 69+00R, 68+45R, & 68+00R

Dear Mr. Wrede,

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

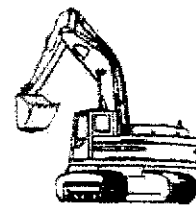
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Markup 10% = \$1,261.59
Total = \$13,877.47

Let me know if you have any questions.

Respectfully
Oftedal Construction, Inc.

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

MAINLINE CONTRACTING



P.O. Box 3448
Rapid City, SD 57709

(605) 348-7066
FAX (605) 348-8456

Contract Change Order No. 9

Date: 9/3/2015
Attn: Chris Audiss
Oftedal Construction, Inc.
PO Box 400
Miles City, MT 59301

Project: No. 03120821 PCN X03D, Deadwood Utilities
Description: Lower 6" Sewer Services at Sta. 71+75 R, 69+00 R, 68+45 R & 68+00 R

Days Requested: We request an additional 3 working days to perform this work.

Exclusions: All exclusions in the current contract

Description	Qty	Unit	Price	Extended
6" Fernco	8	EA	\$19.52	\$156.16
6" GXG 45 Degree Bend	8	EA	\$29.63	\$237.04
6" SDR 35 Pipe	120	LF	\$3.17	\$380.40
Type 1 Bedding	24	Ton	\$22.00	\$528.00
Total Cost:				\$1,301.60
Use Tax:				\$78.10
A/O Costs:				\$206.95
Total for Materials:				\$1,586.65

Description	Qty	Unit	Price	Extended
Pipe Layer	32	HR	\$24.96	\$798.72
Laborer	32	HR	\$22.65	\$724.80
Operator	32	HR	\$28.55	\$913.60
Operator	20	HR	\$29.25	\$585.00
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Total Cost:				\$4,786.60
Insurance:				\$478.66
A/O Costs:				\$717.99
Total for Labor:				\$5,983.25
Sub-Total for Labor, Materials:				\$7,569.90
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Description	Qty	Unit	Price	Extended
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Cat 305 Excavator	16	HR	\$75.00	\$1,200.00
Jumping Jack Compactor	18	HR	\$13.50	\$243.00
Total for Equipment:				\$4,289.00

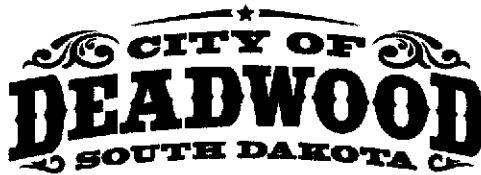
Total: \$12,615.89**Price Per Each: \$3,153.97**

Thank You,



Ty J. Pivonka, Project Manager.

Mayor's Office
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



12-7-15
10m

Chuck Turbiville
Mayor
Telephone (605) 578-2082
chuck@cityofdeadwood.com

November 23, 2015

Julie Darrington, Vice President Operations
South Dakota Market
125 S. Dakota Avenue
Sioux Falls, South Dakota 57104

Dear Ms. Darrington:

This letter is to serve as an official follow-up to the request for CenturyLink to donate the building, located at 644 Main Street, to the City of Deadwood. It is our understanding your company can locate your switching operation in a structure at the rear of the lot per our Revitalization Masterplan (attached). As you know from conversations over the past year, the CenturyLink building site on Historic Main Street is a centerpiece in our revitalization efforts and we need your assistance! Your donation will stand as a testament to Deadwood's past as well as its future – a truly iconic city in the Old West.

We recognize critical matters are necessary in keeping the switching gear operational such as: providing a dust free environment during construction; suitable HVAC equipment with adequate air handling capabilities; maintaining the electrical integrity; and phasing construction so as not to impact the overall operation.

CenturyLink's Outlaw Square (the current location of the CenturyLink building) will provide a gathering, entertainment, bazar, and performing arts space in the center of the Deadwood.

The site was selected because the building is a non-contributing resource (does not fit the historic character of the National Historic Landmark District) and is located in the heart of our revitalization efforts. Additionally, changes to this building will open up the view of the parking structure, tie the parking structure to Main Street, and create a handicap assessable walkway, staircase, and elevator to take patrons directly from the parking structure into CenturyLink's Outlaw Square.

We are asking CenturyLink to invest in the revitalization of Historic Deadwood, like you have done for so many other communities across the nation. We are respectfully asking you to help persuade those at CenturyLink currently evaluating our request (Legal, Risk Management and Real-estate), to recommend the transfer of this building to the City of Deadwood.

Sincerely,

Chuck Turbiville, Mayor of Deadwood

cc: Kevin Ancell, Area Operations Manager
Ron Russo, Deadwood Revitalization Chairman

CITY OF
DEADWOOD
PUBLIC WORKS DEPARTMENT

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

12-7-15
10N

December 7, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Loader Tires

SUMMARY

Both of our Street Department front end loaders are 7 years old and have never had the tires replaced. As we continue into the snow removal season it is critical to reduce the down time for these pieces of equipment. Aside from tread wear justification, for replacing these tires, we are also encountering an increase in the number of tires going flat, resulting in a minimum of several hours of down time.

RECOMMENDATION

It is my recommendation that the Commission approve purchasing new tires for our front end loaders from Dale's Tire and Retreading for the installed price of \$10,440.00.

Chapter 5.28

COMMERCE WITHIN THE CITY OF DEADWOOD

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.~~



Customer Information:

City of Deadwood

108 Sherman Street
Deadwood, SD 57732

Ship To:

Customer Pickup
Whitewood, SD

Attn: Bob Nelson JR

605-578-2082

bobjr@cityofdeadwood.com

Quotation Date:

10/27/15

<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

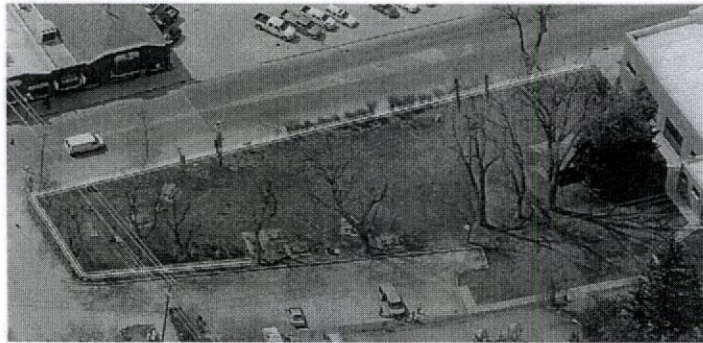
PO Box 8 - Whitewood, SD 57793
Ph. No. 605.269.2215 ext. 17
Fax No. 605.269.2497
Nat'l WATS: 800.843.8304

12-7-15
10P

City Fencing Projects

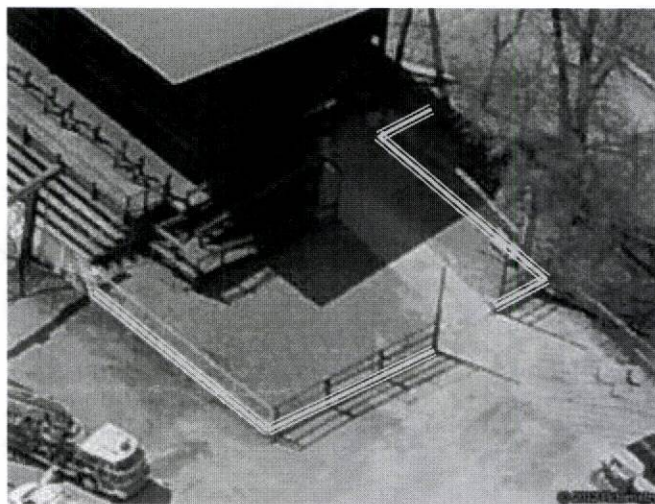
Gordon Park – Approximately 350 feet (Quote has been Provided for Order)

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)



OFFICE OF
Deadwood Vol. Fire Dept.
737 Main Street
Telephone (605) 578-1212
Fax (605) 578-1190

DEADWOOD

FIRE DEPARTMENT

Established in 1877

12-7-15
109
Ken Hawki

DVFD Exec. Officer
(605) 578-1212 (D)
(605) 580-3425 (C)
firedept@rushmore.com

To: Honorable Mayor and City Commissioners

From: Fire Department

Ref: Bunker gear annual purchase

Date 7th December 2015

It time for the annual purchase of 4 sets of firefighter personal protective gear at a cost of 2,608.00 per set total cost \$10,432.00. (Budgeted \$12,000.00)

This year we need to replace some very out dated fire helmets and would like to substitute one set of gear for six additional helmets which would bring the total cost to **\$9,624.00.**

This is a budgeted item and with decreasing membership we feel that the additional helmets have a higher priority than the 4th set of gear.

Thank you for your time and consideration

Thanks

Ken Hawki

Fire Exec Officer

DVFD

PRESERVATION THROUGH FIRE PREVENTION AND PROTECTION