

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

5:00 p.m. November 16, 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 2, 2015**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Fire Department Longevity Awards to Pat Eastman for 25 years, Alex Hamann for 15 years and Lei' Ani Wieringa for five years
- B. Deadwood Business Club request for additional funding in the amount of \$6,000.00 from Bed and Booze Fund
- C. DOT Highway Project – Discussion and direction for possible change of street lighting standards from Walnut Street to Highway 385

6. **CONSENT AGENDA**

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

- A. Acknowledge principal and interest payments to bondholders on Certificates of Participation in the following amounts: \$2,965,000 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
- C. Approve expenditures of \$13,757.00 from Historic Preservation DOT Highway 85/385 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, allow Mayor to sign contract with Pannier Graphics for \$3,882.00 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: Shelley 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.

7. BID ITEMS

8. PUBLIC HEARINGS

- A. Hold public hearing on Resolution 2015-17 to annex property into city limits and approve or deny annexation agreement
- B. Hold public hearing for open container on January 29 and 30, street closure and waiver of banner fees on January 30 for Mardi Gras Event.
- C. 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.

9. OLD BUSINESS

10. NEW BUSINESS

- A. Second Reading of Ordinance # 1235 to Continue BID District 1-6 for 2016.
- B. Second Reading of Ordinance #1236 to Continue BID District 7 for 2016.
- C. Second Reading of Ordinance #1237 Amending Chapter 15.32, Article II, Disallowed Signs, to remove time requirement for putting up and dismantling Christmas holiday decorations
- D. 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: \$3276.00 from cities of Lead and Deadwood, and \$657.00 from Central City
- E. Discussion and possible action on snow removal policy on private driveways and parking lots
- F. First Reading of Ordinance #1238 regarding amendment to Deadwood Rodeo grounds
- G. Approve underground utility service at approximately five (5) buildings as result of utility relocation project at cost of approximately \$25,000.00.
- H. Allow Mayor to sign contract with TSP to provide construction documents for electrical utility service ties at cost not to exceed \$4,620.00.

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

12. EXECUTIVE SESSION

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

Executive Session for Union Matters per SDCL 1-25-2 (1) with no action

13. ADJOURNMENT

REGULAR MEETING, November 2, 2015

The Regular Session of the Deadwood City Commission convened on November 2, 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 October 19, 2015. Roll Call: Aye-All. Motion carried.

OCTOBER, 2015 PAYROLL: COMMISSION, \$4,096.14; FINANCE, \$24,497.10; PUBLIC BUILDINGS, \$7,635.22; POLICE, \$74,912.30; FIRE, \$7,362.82; BUILDING INSPECTION, \$5,018.55; STREETS, \$40,565.28; PARKS, \$26,942.52; PLANNING & ZONING, \$7,014.54; LIBRARY, \$9,633.27; RECREATION CENTER, \$16,078.55; HISTORIC PRESERVATION, \$22,658.30; WATER, \$22,018.50; MT. MORIAH, \$7,291.69; PARKING METER, \$13,085.04; TROLLEY, \$25,797.51; PARKING RAMP, \$7,044.54; RUBBLE SITE, \$5,205.06.

PAYROLL TOTAL: \$326,856.93

OCTOBER, 2015 PAYROLL PAYMENTS:

Internal Revenue Service, \$81,063.38; S.D. Retirement System, \$34,315.16; Delta Dental, \$3,759.20

APPROVAL OF DISBURSEMENTS

Todd moved, Van Den Eykel seconded to approve the November 2, 2015 disbursements plus additional bill. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	LEASE	288.73
A & B WELDING	ACETYLENE	141.14
A TO Z SHREDDING	SERVICE	75.75
A&L CONTRACTORS	PROJECT	47,098.80
ABC BUSINESS	SUPPLIES	220.68
ACE INDUSTRIAL	SUPPLIES	737.28
ALL AROUND AUTO	SUPPLIES	40.31
AMERICAN ENGINEERING	PROJECT	10,050.00
BEST WESTERN RAMKOTA	CONFERENCE	121.99
BH ASPHALT	PROJECT	15,765.33
BH CHEMICAL	SUPPLIES	823.21
BH POWER	ELECTRICITY	24,223.08
BH SECURITY	MONITORING	454.35
BH SPECIAL SERVICES	CLEANING	2,086.00
BLACKSTRAP	SALT	11,186.85
BUTLER MACHINERY	SERVICE	909.85
CAI CONSTRUCTION	PROJECT	68,580.00
CENTURY LINK	SERVICE	385.12
CHAMBERLIN ARCHITECTS	PROJECT	90,611.73
CHEMSEARCH	SUPPLIES	301.56
DAKOTA PRAIRIE LANDSCAPES,	PROJECT	24,867.13
DEADWOOD CHAMBER	SERVICE	82,742.22
DEADWOOD ELECTRIC	REPAIR	5,203.14
DVFD	REIMBURSEMENT	451.21
DEADWOOD HISTORY	REIMBURSEMENT	257.74
DELAHOYDE'S	REPAIR	3,634.93
EMERY-PRATT	BOOKS	52.84
FASSBENDER COLLECTION	PHOTOGRAPHY	90.00
FULLER, KELLY	REIMBURSEMENT	426.62
GALLS,	SUPPLIES	58.94
GENERAL TRAFFIC CONTROLS,	TRANSCIEVERS	1,426.84
GOLDEN WEST	SERVICE	202.20
HAWKINS	SUPPLIES	953.92
HILLS MATERIALS	SUPPLIES	146.05
INTOXIMETERS	DRYGAS	198.50
JACOBS WELDING	SERVICE	157.50
KNECHT	SUPPLIES	325.59
KUCHENBECKER, KEVIN	REIMBURSEMENT	79.95
LAMB MOTOR	TRUCK	25,528.00
LAWRENCE TITLE	REPORTS	750.00
LAWSON PRODUCTS	SUPPLIES	216.70
LEWIS, TRACY	GRANT	1,001.59
LIGHTING PLASTICS	GLOBES	511.70
MARIAH PRESS	PROJECT	364.20
MERTENS, KENNETH	REIMBURSEMENT	293.92
MIDWEST TAPE	DVD	125.94
MS MAIL	SERVICE	4,884.00
NEIGHBORHOOD LENDING	GRANT	1,161.76
NELSON, MARY JO	REIMBURSEMENT	314.70
NETWORK SERVICES	SUPPLIES	157.56
NEVE'S	UNIFORMS	211.27
NORTHWEST PIPE FITTINGS	SUPPLIES	480.66
OFFICE DEPOT	SUPPLIES	227.38
OVERHEAD DOOR	SERVICE	1,771.00
PARTSMASTER	SUPPLIES	154.16
PEPPMEIER, JANICE	REIMBURSEMENT	543.15
PIKE, MATTHEW	GRANT	5,963.12

REGULAR MEETING, November 2, 2015

PONTIUS, JERRY	REIMBURSEMENT	133.16
QUICK TROPHY	TAGS	171.40
QUILL	SUPPLIES	683.39
RASMUSSEN MECHANICAL	REPAIRS	583.81
S&C CLEANERS	CLEANING	1,125.75
SAFETY BENEFITS	REGISTRATION	260.00
SCHMIDT, WILLIAM	REPAIR	1,665.00
SD DEPT. OF CORRECTIONS	FIREWISE	5,112.58
SD PUBLIC HEALTH LAB	TESTING	30.00
SERVALL	SUPPLIES	1,139.89
SIRCHIE	SUPPLIES	123.04
STONE, LINDSEY	REFUND	25.00
SUMMIT SIGNS	SIGNS	110.60
THE JOURNEY MUSEUM	GRANT	7,037.00
THE LORD'S CUPBOARD	RECYCLING	49.92
TSP	PROJECT	4,069.18
TWIN CITY HARDWARE	SUPPLIES	5,508.18
VAST	SERVICE	1,277.73
VECCHI, GREG	GRANT	3,130.00
VERIZON	METERS	40.01
WELLMARK	INSURANCE	42,482.77
WELLS PLUMBING	SERVICE	404.48
WHITE'S CANYON	BOOST	899.75
	TOTAL	\$516,100.53

ITEMS FROM CITIZENS ON AGENDA

Request

Lenessa Keehn, resident, requested a variance from ordinance 15.32.130, paragraph seven regarding Christmas lighting. Keehn stated the variance would allow holiday decorating prior to Thanksgiving instead of one week after. Todd moved, Van Den Eykel seconded to allow the variance. Roll Call: Aye-All. Motion carried.

Enforcement

Rick Oleson, Wild Bill Bar, appeared before the Commission regarding enforcement of ordinance 15.32, Signs. He stated the Wild Bill Bar sign currently is located at 610 Main St., which is advertising the Wild Bill Bar at 622 Main St. Oleson would like to have the sign be relocated to 622 Main St. After discussion between Commission and Mr. Oleson regarding sign's history and placement, no action was taken. Roll Call: Aye-All. Motion carried.

Request

Sarah Anderson, Deadwood Chamber appeared before the Commission to request free parking in metered spaces and lots, excluding the Broadway Parking Ramp from Thursday November 26, 2015 through Saturday December 26, 2015. Todd moved, Van Den Eykel seconded to approve the request. Roll Call: Aye-All. Motion carried.

Sarah Anderson thanked the Commission and City staff for the support during Deadweird.

Renewals

Van Den Eykel moved, Ruth seconded to approve the Mt. Moriah Tour Bus Licenses for Alkali Ike, Boot Hill, and Original Deadwood Tours for 2016. Roll Call: Aye-All. Motion carried.

CONSENT

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

- A. Permission for Mayor to sign contract with Albertson Engineering in the amount of \$18,030.00 plus reimbursable expenses for Fremont Street retaining wall and drainage issues, to be paid from HP Capital Asset retaining wall.
- B. Permission for Mayor to sign Quit Claim Deed to Deadwood-Lead Economic Development for the following Property: Lot A of Probate Lot 162, City of Deadwood, Lawrence County, South Dakota, according to Plat Book 2 Page 77. Also Lot 9, Block P, Original Town, City of Deadwood, Lawrence County, South Dakota, according to P.L. Rogers Map of the City of Deadwood, INCLUDING a portion of Lot 9, Block P sometimes described as the North part of triangular area but EXCEPT Selbie Street right of way as deeded to the City of Deadwood in Book 105 Page 539
- C. Permission to increase wage of Rec Center employee Susan Stalder from \$8.97 an hour to \$9.50 an hour effective October 31, 2015 after three years of service.
- D. Permission to increase wage of Administrative Asst. Bonny Fitch from \$16.03 an hour to \$16.92 an hour effective November 4, 2015 after one year of service (95% prevailing wage)

REGULAR MEETING, November 2, 2015

- E. Permission to hire Midco Diving and Marine Services to perform cleaning and inspection services on two water tanks at cost of \$2,699.00.
- F. Permission to hire Chelsie Bauer as lifeguard at \$9.25 an hour effective November 12, pending pre-employment screening.
- G. Approval of Retail Liquor and Wine Renewals for 2016 pending payment of property taxes and BID taxes.

APPROVAL OF APPLICATIONS FOR LIQUOR/WINE LICENSE RENEWALS FOR 2016

CONVENTION CENTER LICENSES

Blue Sky Gaming, Tin Lizzie Gaming Resort (CL-505)
BY Development Inc., Cadillac Jacks (RL-504)
Deadwood Hospitality Resort LLC, Deadwood Gulch Resort (CL-15404)
Deadwood Resort LLC, The Lodge at Deadwood, (CL-509)
First Gold, Inc., First Gold Hotel, (CL-502)
Gold Dust Lodging Group LLC, Holiday Inn Express Hotel & Suites (CL-503)
GR Deadwood LLC, Mineral Palace Hotel & Gaming (CL-507)
Gulches LLC, Deadwood Comfort Inn/Gulches of Fun (CL-501)
Historic Deadwood Convention Facility, LLC, Wooden Nickel, Iron Horse Inn, Martin
Mason Hotel, (CL-511)
Hotel Franklin Inc., Historic Franklin Hotel (CL-506)
NMD Venture, NMD Venture –Hickok’s Hotel & Casino (CL-508)
Tentexkota, Deadwood Mountain Grand Hotel & Casino (CL-510)

PACKAGE (OFF-SALE) LIQUOR

Black Diamond Capital LLC, Gold Dust (PL-4520)
Blue Sky Gaming, Tin Lizzie Gaming Resort, (PL-4521)
Deadwood Hospitality Resort, LLC., Deadwood Gulch Resort, (PL-4522)
GR Deadwood LLC, Mineral Palace Hotel & Gaming, (PL-4524)
Packhorse Liquor & Convenience Inc., Pack Horse Liquor & Convenience (PL-4523)

RETAIL LIQUOR LICENSES

Black Diamond Capital LLC, Gold Dust (RL-5792)
B.P.O Elks Lodge #508, Elks Lodge (RL-5540)
Bullock Hospitality, Bullock Hotel (RL-5542)
Midnight Star Enterprises, Midnight Star I & II (RL-5995)
Midwest Motels of Deadwood, Buffalo Bodega (RL-5535)
Nugget Saloon, LLC, Nugget Saloon, (RL-5536)
Old Style Saloon No. 10 Inc., Saloon No. 10 (RL-5537)
Pink Blossom, The Old Gringo (RL-5534)
Super G Investments Inc., Silverado Gaming Establishment (RL-5538)
VFW Post 5969, VFW (RL-5541)

RETAIL (ON-OFF SALE) WINE

Adams Museum & House Inc., Adams Museum & House, (RW-19327)
Blue Sky Gaming, Tin Lizzie Gaming Resort, (RW-6415)
Blue Sky Gaming, Inc., Tin Lizzie, (RW-6491)
BRI, Inc., Best Western Hickok House, (RW-6466)
B Y Development, Inc., Cadillac Jacks, (RW-6537)
Dakotas Best Wine & Gifts, Dakotas Best Gifts, (RW-21479)
Days of 76 Museum Inc., Days of 76 Museum Inc. (RW-20401)
Deadwood Hospitality Resort LLC, Deadwood Gulch Resort, (RW-6401)
Deadwood Inc. & Gamblers Gulch, Inc., Deadwood Gulch Saloon, (RW-6646)
Deadwood Resort LLC, The Lodge at Deadwood, (RW-19226)
Fairmont Hotel Corp., Fairmont Hotel, (RW-6461)
GR Deadwood LLC, Mineral Palace Hotel & Gaming, (RW-6480)
Hotel Franklin Inc., Historic Franklin Hotel, (RW-6643)
Jackson Winery & Vineyard LLC, Belle Joli Winery, (RW-7568)
Kodiaks Inc., Kodiaks Arcade & Shooting Gallery, (RW-21877)

REGULAR MEETING, November 2, 2015

Mary Larson, Deadwood Dicks Saloon, RW-20965
Mustang Sallys Inc., Mustang Sallys, (RW-6499)
Princeton, Inc., Deadwood Super 8/Lucky 8 Gaming, (RW-6447)
Richard & Marguerite Olesen, Deadwood Wild Bills Trading Post (RW-21777)
Rolling Hills Farm Investments LLC, Celebrity Hotel, (RW-6542)
Old Style Saloon No. 10 Inc., Saloon No. 10, (RW-19210)
Savour Your Soul LLC, Savour Your Soul (RW-20691)
Super G Investments, Inc., Silverado Gaming, (RW-6436)
Tentexkota, Deadwood Mountain Grand Hotel (RW-21330)
Vaughn & Mary Boyd, Deadwood Tobacco Company, (RW-6648)
Willy's Wild West, Deadwood Station, (RW-20626)

BID ITEMS

Speirs moved, Todd seconded to set bid opening to lease five parking spaces on Main and Deadwood Streets at 10:00 a.m. on November 19, with results to City Commission at regularly scheduled meeting on December 7. Parking and Transportation recommends submittal of one bid for all five spaces and \$180.00 plus tax minimum bid per space. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Speirs moved, Todd seconded to set public hearing at 5:00 p.m. on November 16 for Resolution 2015-17 to Annex property into city limits and approve or deny the annexation agreement. Roll Call: Aye-Speirs, Todd, Van Den Eykel, Turbiville. Abstained-Ruth. Motion carried.

Public hearing was opened at 5:15 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Speirs moved, Van Den Eykel seconded to approve the Notice of Intent to Continue 2016 Business Improvement Districts 1-6 per Resolution 2015-13 passed September 21, 2015. Roll Call: Aye-All. Motion carried.

Public hearing was opened at 5:16 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Todd moved, Ruth seconded to approve the Notice of Intent to Continue 2016 Business Improvement District 7 per Resolution 2015-14 passed September 21, 2015. Roll Call: Aye-All. Motion carried.

Ruth moved, Van Den Eykel seconded to set public hearing on November 16 for open container on January 29 and 30, street closure and waiver of banner fees on January 30 for Mardi Gras Event. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Second Readings

Ken Gienger, General Manager, asked the Commission if a business would have input who could perform in front of a business. After discussion about performing and permits, Ruth moved, Todd seconded to approve second reading of Ordinance #1230 for Actors and Street Performers. Roll Call: Aye-All. Motion carried.

Ruth moved, Van Den Eykel seconded to approve second reading of Ordinance #1231 to Amend Chapter 5.44 Trolleys, and set fees by Resolution effective January 1, 2016. Roll Call: Aye-All. Motion carried.

Ruth moved, Todd seconded to approve second reading of Ordinance #1232 to Amend Chapter 12.44, Recreation Center, and set fees by Resolution effective January 1, 2016. Roll Call: Aye-All. Motion carried.

Ruth moved, Van Den Eykel seconded to approve second reading of Ordinance #1233 to Amend Chapter 10, and set fees by Resolution effective January 1, 2016. Roll Call: Aye-All. Motion carried.

Todd moved, Ruth seconded to approve second reading of Ordinance #1234 to Amend Chapter 13.04, Water System, and set fees by Resolution effective January 1, 2016. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, November 2, 2015

First Readings

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

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

Pay

Speirs moved, Van Den Eykel seconded to pay \$55,412.00 to SDML Workers Compensation Fund for 2016 coverage. Roll Call: Aye-All. Motion carried.

Change Order

Speirs moved, Van Den Eykel seconded to approve change order #1 with CAI Construction for St. Ambrose Cemetery project in the amount of \$2,367.90, bringing total contract to \$395,076.90. Roll Call: Aye-All. Motion carried.

Contract

Lee Harstad, Deadwood Chamber, presented the Commission with a proposal for Event Specialist/Facilities Coordinator. Harstad explained the proposal in detail. After discussion, Speirs moved, Todd seconded to enter into a one-year contract with Deadwood Chamber of Commerce for Event Specialist/Facilities Coordinator at a cost of \$22,425.00. Roll Call: Aye-All. Motion carried.

First Reading

Todd moved, Speirs seconded to approve first 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.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mayor Turbiville stated the Mickelson Trail lights will be off until further notice.

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

ADJOURMENT

Speirs moved, Ruth seconded to adjourn the regular session at 5:49 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) with possible action. The next regular meeting will be on Monday November 16, 2015.

After coming out of executive session at 5:53 p.m., Speirs moved, Van Den Eykel second to adjourn.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PACKET: 03656 COMBINED - 11/17/15

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
01-0130	TURBIVILLE, CHARLES					
		I-102915	101-4111-427	TRAVEL TRAVEL EXP-HOUSING CONF/PIERRE	000000	358.96
01-0418	BLACK HILLS PIONEER					
		I-716	101-4111-423	PUBLISHING MINUTES - 9/21/15	000000	345.03
		I-720-2015	101-4111-423	PUBLISHING NOTICE - ABANDONED VEHICLES	000000	41.51
		I-731-2015	101-4111-423	PUBLISHING NOH - DEADWEIRD	000000	10.40
		I-733	101-4111-423	PUBLISHING NOH - RESOLUTION TO ANNEX	000000	14.92
		I-742-2015	101-4111-423	PUBLISHING MINUTES - 10/5/15	000000	141.99
01-0484	LEAD-DEADWOOD REGIONAL					
		I-082215	101-4111-422	PROFESSIONAL AMBULANCE STNDBY-KOOL DWD NITE	000000	522.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-297192	101-4111-422	PROFESSIONAL SERVICE MAYOR'S LAPTOP	000000	55.00
01-1331	SD MUNICIPAL LEAGUE					
		I-113115	101-4111-422	PROFESSIONAL 2016 MEMBERSHIP	000000	1,709.09
01-3343	L.L. BEAN, INC.					
		I-CE02954780	101-4111-426	SUPPLIES SERVICE AWARDS	000000	789.35
		I-0E02959689	101-4111-426	SUPPLIES SERVICE AWARD	000000	142.00
01-3442	SDML WORKERS' COMP FUND					
		I-14247	101-4111-421	INSURANCE 2016 WKRS COMP PREMIUM	000000	55,412.00
DEPARTMENT 111 COMMISSION					TOTAL:	59,542.25
01-2394	GUNDERSON, PALMER, NELS					
		I-63398	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	4,774.30
DEPARTMENT 141 ATTORNEY					TOTAL:	4,774.30
01-0464	TYLER TECHNOLOGIES, INC					
		I-025-137827	101-4142-422	PROFESSIONAL MAINTENANCE - RECEIPT PRINTER	000000	203.00
01-1827	MS MAIL & MARKETING					
		I-7656	101-4142-426	SUPPLIES WINDOW ENVELOPES - FINANCE	000000	175.00
01-2580	SD GOV. FINANCE OFFICER					
		I-110115	101-4142-422	PROFESSIONAL 2016 MEMBERSHIPS	000000	130.00
01-2581	SD GOV. HUMAN RESOURCE					
		I-110115	101-4142-422	PROFESSIONAL 2016 MEMBERSHIPS	000000	50.00
01-3877	MUTUAL OF OMAHA					
		I-438622055	101-4142-415	GROUP INSURAN LIFE INSURANCE - BALANCE DUE	000000	5.07
DEPARTMENT 142 FINANCE					TOTAL:	563.07

PACKET: 03656 COMBINED - 11/17/15

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
01-0127	TURBIVILLE INDUSTRIAL E					
		I 44710	101-4192-425-10	REPAIRS - LIB CENTURY MOTOE-ADAPTER/LIBRARY	000000	147.20
01-0225	WESTERN STAR, INC.					
		I-17549	101-4192-425-15	REPAIRS - TRO BUTTON-SLEEVE-CABLE/TROLLEY	000000	6.45
01-0360	ABC BUSINESS SUPPLY					
		I-9301	101-4192-426-13	SUPPLIES - RE CF42TBX-F32T8/REC CENTER	000000	154.19
		I-9311	101-4192-425-17	REPAIRS-DAYS 14 2BULB & 10 4 BULB BLSTS/76M	000000	1,084.90
01-0547	M&M SANITATION					
		I-29144	101-4192-426-05	SUPPLIES - CO TOILET RENTAL/COLD STORAGE	000000	110.00
		I-29145	101-4192-426-18	SUPPLIES - FO TOILET RENTAL/FOOTBALL FIELDS	000000	220.00
01-0553	MONTANA DAKOTA UTILITIE					
		I-102315ADAMSHOUSE	101-4192-428-01	UTILITES - AD GAS 9/23-10/22/15 / ADAMSHOUSE	000000	115.64
		I-102315ADAMSMUSEUM	101-4192-428-02	UTILITIES - A GAS 9/23-10/22/15 / ADAMS MUS	000000	102.43
		I-102315CITYHALL	101-4192-428-04	UTILITIES - C GAS 9/23-10/22/15 / CITY HALL	000000	126.08
		I-102315FIREHALL	101-4192-428-07	UTILITIES - F GAS 9/23-10/22/15 / FIRE HALL	000000	98.04
		I-102315GAYVILLE	101-4192-428	UTILITIES GAS 9/23-10/22/15 / GAYVILLE	000000	14.35
		I-102315PARKS	101-4192-428-11	UTILITIES - P GAS 9/23-10/22/15 / PARKS DEPT	000000	16.55
		I-102315PAVILION	101-4192-428-12	UTILITIES - P GAS 9/23-10/22/15 / PAVILION	000000	303.57
		I-102315RECCENTER	101-4192-428-13	UTILITIES - R GAS 9/23-10/22/15 / REC CENTER	000000	2,304.89
		I-102315STREETDEPT	101-4192-428-14	UTILITIES - S GAS 9/23-10/22/15 / STREETS	000000	29.19
		I-102315TROLLEY	101-4192-428-15	UTILITIES - T GAS 9/23-10/22/15 / TROLLEY	000000	67.08
		I-102615HISTORYCENT	101-4192-428-08	UTILITES - HI GAS 9/23-10/22/15 / HISTORY	000000	10.50
01-0619	TWILIGHT FIRST AID & SA					
		I-238799x	101-4192-426-04	SUPPLIES - CI FIRST AID SUPPLIES - CITY HALL	000000	53.80
01-0682	PITNEY BOWES INC					
		I-110415	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-1370	TEMPERATURE TECHNOLOGY,					
		I-20121	101-4192-425-02	REPAIRS - ADA LABOR-MODEM-SENSOR/ADAMSMUSEUM	000000	207.86
01-1380	WASTE CONNECTIONS, INC.					
		I-11907399	101-4192-426-14	SUPPLIES - ST 3 RECYCLING DUMPSTERS/STREETS	000000	1,008.00
		I-11907423	101-4192-426-11	SUPPLIES - PA 8 YD DUMPSTER/PARKS	000000	395.81
		I-11908865	101-4192-426-09	SUPPLIES - HA DUMPSTER SERVICES/HARCC	000000	497.50
01-1558	ECOLAB PEST ELIMINATION					
		I-2521595	101-4192-422-04	PROFESSIONAL EXTERMINATION SERVICES/CITYHAL	000000	200.00
01-1652	STURDEVANT'S AUTO PARTS					
		I 32-682282	101-4192-425-12	REPAIRS - PAV HI POWER 11 V BELT/PAVILION	000000	14.21
		I-32-682860	101-4192-425-11	REPAIRS - PAR 10 AMP FULLY AUTO/PARKS	000000	93.99
		I-32-683929	101-4192-425-13	REPAIRS - REC (60 HI POWER II V BELTS/REC	000000	87.71

PACKET: 03656 COMBINED - 11/17/15

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
01-2991	GENPRO ENERGY SOLUTIONS					
		I-G10478	101-4192-433-13	CIP - REC CEN GENERATOR-INSTALL/REC CENTER	000000	128,975.00
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV011464	101-4192-425-14	REPAIRS - STR INDUCER ASSEMBLY KIT/STREETS	000000	306.45
01-3377	DAKOTA SECURITY SYSTEMS					
		I-283356	101-4192-425-02	REPAIRS - ADA SERVICE-TRIP CHG/ADAMS HOUSE	000000	223.00
01-3838	VAST BROADBAND					
		I-102515TELEPHONE	101-4192-428-07	UTILITIES - F PHONE 10/24-11/23/15/FIRE HALL	000000	250.84
		I-102915TELEPHONE	101-4192-428-04	UTILITIES - C PHONE 10/28-11/27/15/CITY HALL	000000	432.33
		I-102915TELEPHONE	101-4192-428-14	UTILITIES - S PHONE 10/28-11/27/15/PUBLICWKS	000000	432.34
		I-102915TELEPHONE	101-4192-428-07	UTILITIES - F PHONE 10/28-11/27/15/FIRE HALL	000000	432.34
01-3879	MARKERTEK VIDEO SUPPLY					
		I-2645755	101-4192-425-06	REPAIRS - DAY WALL PLT-CONNECTOR-HDMI/RODEO	000000	989.97
01-3896	EAGLE ENTERPRISES, LLC					
		I-121856	101-4192-426-13	SUPPLIES - RE 27W ;ED COB LAMP/REC CENTER	000000	116.56
01-3918	BROADBAND UTOPIA					
		I-1062015	101-4192-426-06	SUPPLIES - DA SHIPPING ON RTRN CABLE/76RODEO	000000	37.12
DEPARTMENT 192 PUBLIC BUILDINGS						TOTAL: 140,165.89
01-6510	GOLDEN WEST TECHNOLOGIE					
		I-297493	101-4193-422	PROFESSIONAL OFFSITE BACKUP, EMAIL SECURITY	000000	710.00
DEPARTMENT 193 DATA PROCESSING						TOTAL: 710.00
01-0467	CULLIGAN OF THE NORTHER					
		I-73105	101-4210-424	RENTALS BOTTLED WATER & CUPS - POLICE	000000	42.50
		I-73391	101-4210-424	RENTALS WATER COOLER RENTAL - POLICE	000000	15.00
01-0619	TWILIGHT FIRST AID & SA					
		I-238800x	101-4210-424	RENTALS FIRST AID SUPPLIES	000000	45.75
01-1399	NEVE'S UNIFORMS, INC.					
		I-RP-035597	101-4210-426	SUPPLIES HOLSTER,RADIO HOLDER,MAG HOLDR	000000	234.60
01-1424	SOUTHSIDE SERVICE					
		I-43088	101-4210-425	REPAIRS OIL,FILTER,R&R FR/REAR BRAKES	000000	407.13
		I-43148	101-4210-425	REPAIRS BATTERY -DODGE RAM	000000	150.00
		I-43238	101-4210-425	REPAIRS TIRE REPAIR - POLICE	000000	25.00
01-1521	SD POLICE CHIEFS' ASSO					

PACKET: 03656 COMBINED - 11/17/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNEAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1821	SD POLICE CHIEFS' ASSO	continued				
		I-110115	101-4210-422	PROFESSIONAL 2016 MEMBERSHIPS	000000	121.78
01-1819	DAKOTA BUSINESS CENTER					
		I-IN290182	101-4210-424	RENTALS COPIER MAINTENANCE - POLICE	000000	171.75
01-3775	LUX, JUSTIN					
		I-111115	101-4210-426	SUPPLIES REIMBURSEMENT	000000	169.50
DEPARTMENT 210 POLICE TOTAL:						1,383.01
01-1827	MS MAIL & MARKETING					
		I-7671-A	101-4221-429	OTHER BILL INSERTS - CHILI FEED	000000	17.76
01-3056	NORTHERN HILLS TECHNOLO					
		I-11247	101-4221-422	PROFESSIONAL BACKUP SVC.,ADD'L STORAGE	000000	54.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:						71.76
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-151010116	101-4310-422	PROFESSIONAL PAGER-VOICEMAIL OCT/STREETS	000000	33.18
01-0561	SD ONE CALL					
		I-SD15-3301	101-4310-422	PROFESSIONAL MESSAGE FEES OCTOBER/STREETS	000000	21.84
01-0619	TWILIGHT FIRST AID & SA					
		I-238796X	101-4310-426	SUPPLIES TAPES-WRAPS-SPRAY-MEDS/STREETS	000000	188.20
01 0677	LAWSON PRODUCTS, INC.					
		I-9303663387	101-4310-425	REPAIRS 5 GA CONCR PATCH TRACTITE/STRT	000000	419.36
01-0782	JACOBS PRECISION WELDIN					
		I-22349	101-4310-426	SUPPLIES 17' OF 1/4"X1" FLAT BAR/STREET	000000	19.38
01-1322	PETE LIEN & SONS, INC.					
		I-15POS/142582	101-4310-425	REPAIRS 4K EXTERIOR-FUEL-LOAD CHG/STRT	000000	201.50
01-1337	WHISLER BEARING CO.					
		I-211996	101-4310-426	SUPPLIES FLANGE-BOLT-BEARING-KEYED/STRT	000000	73.90
01-1653	STURDEVANT'S AUTO PARTS					
		C-32-682994	101-4310-426	SUPPLIES BULK PROP DEF RETURN/STREETS	000000	21.60
		C-32-683911	101-4310-426	SUPPLIES HZ BATTERY ASM/STREETS	000000	96.43
		I-32-682046	101-4310-425	REPAIRS AIR TOOL OIL/STREETS	000000	8.29
		I-32-682071	101-4310-425	REPAIRS (3) REPLACEMENT LENS/STREETS	000000	5.87
		I-32-682136	101-4310-425	REPAIRS DISC PAD-GAS FILTER/STREETS	000000	217.42
		I-32-682557	101-4310-426	SUPPLIES OIL BATH SEAL/STREETS	000000	27.87

PACKET: 03656 COMBINED - 11/17/15

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
01-1653	STURDEVANT'S AUTO PARTS	continued				
		I-32-683057	101-4310-426	SUPPLIES MOTOR TUNE-UP/STREETS	000000	7.49
		I-32-683130	101-4310-426	SUPPLIES BILK PROPANE/STREETS	000000	10.80
		I-32-683200	101-4310-425	REPAIRS CENTRIC PREMIUM/BLDG INSP	000000	28.05
		I-32-683203	101-4310-425	REPAIRS REAR BRAKE ROTOR/BI	000000	51.64
		I-32-683305	101-4310-425	REPAIRS TWECC/BENZIL CON TIP/STREETS	000000	21.08
		I-32-683339	101-4310-425	REPAIRS OXYGEN SENSOR SILVERADO/STRTS	000000	96.90
		I-32-683387	101-4310-425	REPAIRS NEW CV AXLE SIERRA/STREETS	000000	84.94
		I-32-683408	101-4310-425	REPAIRS DISC PAD SET-FR BRAKE ROTOR/ST	000000	133.06
		I-32-683546	101-4310-426	SUPPLIES LONGERLIFE MINI/STREETS	000000	2.49
		I-32-683644	101-4310-426	SUPPLIES HZ BATTERY ASM/STREETS	000000	216.66
		I-32-683893	101-4310-426	SUPPLIES CONTROL MODULE/STREETS	000000	57.42
		I-32-683912	101-4310-426	SUPPLIES HZ BATTERY ASM/STREETS	000000	96.43
		I-32-683969	101-4310-426	SUPPLIES AIR FILTER/STREETS	000000	30.18
		I-32-683972	101-4310-426	SUPPLIES AIR FILTERS/STREETS	000000	98.08
		I-32-683981	101-4310-426	SUPPLIES (3) MECH FASTFIT GLV B/STREETS	000000	40.05
		I-32-683991	101-4310-426	SUPPLIES CUTTING WHEEL STEEL/STREETS	000000	6.12
01-1813	GENERAL TRAFFIC CONTROL					
		I-16936	101-4310-425	REPAIRS PEDESTRIAN CROSSWALK/STREETS	000000	9,160.00
01-2837	SD MUNIC. STREET MAINTN					
		I-110115	101-4310-422	PROFESSIONAL 2016 MEMBERSHIPS	000000	35.00
01-3438	BLACKSTRAP, INC.					
		I-25076	101-4310-426	SUPPLIES ROAD SALT/STREETS	000000	2,091.00
		I-25341	101-4310-426	SUPPLIES ROAD SALT/STREETS	000000	2,234.50
		I-25354	101-4310-426	SUPPLIES ROAD SALT/STREETS	000000	2,224.25
		I-25370	101-4310-426	SUPPLIES ROAD SALT/STREETS	000000	2,306.25
		I-25375	101-4310-426	SUPPLIES ROAD SALT/STREETS	000000	2,146.35
01-3917	PLASTIC WORKS					
		I-356	101-4310-426	SUPPLIES 14'6 X 1/8"X8' UMHW/STREETS	000000	1,300.00
					DEPARTMENT 310 STREETS	TOTAL: 23,577.52
01-1380	WASTE CONNECTIONS, INC.					
		I-11907553	101-4320-422	PROFESSIONAL RESIDENTIAL-CITY HALL/CITYHALL	000000	6,601.30
					DEPARTMENT 320 SANITATION	TOTAL: 6,601.30
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-151010127	101-4520-422	PROFESSIONAL PAGER-VOICEMAIL OCT/PARKS	000000	34.22
		I-297310	101-4520-425	REPAIRS TROUBLESHOOT COMPUTER/PARKS	000000	361.25
01-0575	SOUTHSIDE OIL					
		I-089137	101-4520-426	SUPPLIES 5500 GAL DIESEL @ \$1.88/PARKS	000000	10,340.00

PACKET: 03636 COMBINED - 11/17/15

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
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-43158	101-4520-425	REPAIRS DISMOUNT, MOUNT VALVE STEM/PRK	000000	11.50
01-0619	TWILIGHT FIRST AID & SA					
		I-238797X	101-4520-426	SUPPLIES OINTMENT-TABLETS-EYEWASH/PARKS	000000	78.70
01-0782	JACOBS PRECISION WELDIN					
		I-22381	101-4520-434	MACHINERY/EQU 8' 6" MVP PLUS SNOW PLOW/PARKS	000000	5,479.40
01-0969	E.T. SPORTS					
		I-001851	101-4520-425	REPAIRS CLUTCH-WHEEL-TAILGATE/PARKS	000000	407.76
01-1324	DAKOTA FENCE					
		I-159170	101-4520-433-03	CIP - GORDON PLAYGROUND EQUIP INST/PARKS	000000	66,300.00
01-1502	BLACK HILLS CHEMICAL					
		I-091675	101-4520-426	SUPPLIES DEEP BLUE CONC-STYRO CUPS/PARK	000000	267.86
		I-091951	101-4520-425	REPAIRS ROLL TOWELS-CLOROX BLEACH/PARK	000000	80.09
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-682859	101-4520-426	SUPPLIES STAB 32 OZ-6 POLE DIECAST/PARK	000000	20.77
		I-32-683111	101-4520-426	SUPPLIES 175, 50 AMP CONT-TUNEUP/PARKS	000000	75.25
		I-32-683322	101-4520-426	SUPPLIES TRACTOR-(2) AIR FILTERS/PARKS	000000	55.55
		I-32-683857	101-4520-426	SUPPLIES OILFILTER-LAWN TRACT-BELT/PKS	000000	55.55
01-1731	WHEELER LUMBER OPERATIO					
		I-1340-029231	101-4520-433-02	CIP - SHERMAN (36) 6X6 8' FIR BOLLARD/PARKS	000000	4,420.60
01-1798	CHAINSaw CENTER/DAKOTA					
		I-1350544	101-4520-426	SUPPLIES 6 ANTI SCALP WHEEL/PARKS	000000	109.32
01-3346	REGIONAL HEALTH					
		I-2470883V2296	101-4520-422	PROFESSIONAL TESTING	000000	25.00
01-3911	DAKOTA PRAIRIE LANDSCAP					
		I-102315/15-1001ADDL	101-4520-433-02	CIP - SHERMAN CIP - SHERMAN/WATER PLAN	000000	21,459.89
DEPARTMENT 520 PARKS						TOTAL: 109,582.91
01-0467	CULLIGAN OF THE NORTHER					
		I-72683	101-4640-426	SUPPLIES BOTTLED WATER	000000	13.00
		I-73389	101-4640-426	SUPPLIES WATER COOLER RENTAL	000000	15.00
01-1786	PETTY CASH/HISTORIC PRE					
		I-110615	101-4640-426	SUPPLIES PETTY CASH REIMBSMT- P&Z	000000	101.00
DEPARTMENT 640 PLANNING AND ZONING						TOTAL: 129.00
FUND 101 GENERAL FUND						TOTAL: 347,101.01

PAGE: 7

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0418	BLACK HILLS PIONEER					
		I-103115COMMUNAD	209-4510-423	PUBLISHING	COMMUNITY AD/REC CENTER	000000 10.00
01-1038	PUSH-PEDAL-PULL					
		I-148592	209-4510-425	REPAIRS	SERVICE-WARRANTY PART/REC CENT	000000 147.00
		I-151128	209-4510-434	MACHINERY/EQU	PRECOR EQUIP PRTS & LABOR/REC	000000 4,101.27
01-1120	WASTE CONNECTIONS, INC.					
		I-11907553	209-4510-422	PROFESSIONAL	RESIDENTIAL-CITY HALL/CITYHALL	000000 65.00
01-2889	ATCO INTERNATIONAL					
		I-I0445721	209-4510-426	SUPPLIES	BIG GULP-FOAMICIDE-SHINY/REC	000000 656.00
01-3151	KONE INC.					
		I-949133731	209-4510-422	PROFESSIONAL	OCT MAINT ELEVATOR/RC, RAMP	000000 133.40
01-3506	ALSCO					
		I-LCAS995766	209-4510-426	SUPPLIES	MATS/REC CENTER	000000 81.97
		I-LCAS999207	209-4510-426	SUPPLIES	ALSCO	000000 86.09
01-3618	KDSJ 980 AM RADIO					
		I-15-10-034	209-4510-423	PUBLISHING	GOLDDIGGERS HOMECOMING ADS/REC	000000 160.00
				DEPARTMENT 510	REC CENTER	TOTAL: 5,440.73
=====						
				FUND	209	BED & BOOZE FUND
				TOTAL:		5,440.73

11/13/2015 3:29 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 03646 COMBINED - 11/17/15

VENDOR SET: 01

FUND : 214 BID #7-OCCUPANCY TAX

DEPARTMENT: 630 BID #7

BANK: FNEAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-111015	214-4630-423	MARKETING	BID 7 BILL LIST-10/21-11/10/15 000000	2,493.70
		I 111015 A	214-4630-423	MARKETING	BID 7 REVITALIZATION BILL LIST 000000	6,295.12
			DEPARTMENT 630	BID #7	TOTAL:	8,788.82
			FUND	214	BID #7-OCCUPANCY TAX	TOTAL: 8,788.82

PACKAGE: 03656 COMBINED - 11/17/15

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 #	C/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-11102015	215-4572-215	VISITOR MGMT 4TH QTR & MARKETING	000000	17,000.00
		I-11102015	215-4572-210	VISITOR MGMT 4TH QTR & MARKETING	000000	24,218.56
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	41,218.56
01-0360	ARC BUSINESS SUPPLY					
		I-9368	215-4573-335	HIST. INTERP. TONER, BINDER	000000	80.35
01-0646	LYNN'S DAKOTA MART					
		I-2807724	215-4573-350	HIST. INTERP. CENTURY AWARDS CAKE AND REPRES	000000	88.33
01-0917	DEADWOOD DEVELOPMENT CO					
		I-50747	215-4573-335	HIST. INTERP. POSTAGE - ARCHIVES	000000	41.97
01-2204	FERBER ENGINEERING COMP					
		I-j15-132.1	215-4573-335	HIST. INTERP. ENGINEER POINT CLOUDS	000000	1,250.00
01-2897	LEAD DEADWOOD ARTS CENT					
		I-20151028	215-4573-350	HIST. INTERP. CENTURY AWARD FRAMES	000000	660.00
01-3769	NATIONAL MAIN STREET CE					
		I-20151028	215-4573-325	HIST. INTERP. ANNUAL STANDARD MEMBERSHIP 16	000000	250.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	2,370.65
01-0776	ALBERTSON ENGINEERING,					
		I-9595	215-4575-515	GRANT/LOAN RE 10 HARRISON ST	000000	408.30
01-1210	BROKEN BOOT GOLD MINE,					
		I-20151109	215-4575-510	GRANT/LOAN NO 2015 NOT FOR PROFIT	000000	5,230.30
01-2048	NEWELL MUSEUM					
		I-20151109	215-4575-520	GRANT/LOAN PR 2015 OUTSIDE DWD GRANT RND 1	000000	10,000.00
		I-20151109	215-4575-520	GRANT/LOAN PR 2015 EMERGENCY ROOF	000000	3,848.50
01-2061	SOCIETY OF BLACK HILLS					
		I-20151109	215-4575-520	GRANT/LOAN PR 2015 OUT DWD RD 1 W. LEAD CEM	000000	1,450.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOAN	TOTAL:	20,937.10
01-0776	ALBERTSON ENGINEERING,					
		I-9613	215-4576-600	PROFES. SERV. OLD CHARLES BRIDGE ST EVALUAT	000000	628.30
01-2394	GUNDERSON, PALMER, NELS					
		I-63398	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	360.00
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	988.30

PACKET: 03656 COMBINED - 11/17/15

VENDOR SMT: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0547	M&M SANITATION					
		I-29142	215-4577-795	CAPITAL ASSET TOILET RENTAL/FIREWISE	000000	110.00
01-0776	ALBERTSON ENGINEERING,					
		I-9593	215-4577-755	CAPITAL ASSET RAYMOND ST. RETAINING WALL	000000	428.79
		I 9594	215-4577-755	CAPITAL ASSET FREMONT ST. RETAINING WALL	000000	715.55
01-3785	TALLGRASS					
		I-2015-101	215-4577-810	CAPITAL ASSET POWERHOUSE PARK DESIGN & CONST	000000	1,440.00
01-3896	EAGLE ENTERPRISES, LLC					
		I-121858	215-4577-760	CAPITAL ASSET (24) LED17WA21/300/827K/STREET	000000	407.76
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						3,102.10
01-0340	MIDCONTINENT COMMUNICAT					
		I-7665	215-4641-428	UTILITIES IINTERNET 11/01-11/30	000000	65.00
01-0360	ABC BUSINESS SUPPLY					
		I-9362	215-4641-426	SUPPLIES HP FOLDERS	000000	19.09
		I-9413	215-4641-426	SUPPLIES RULER, STAMP INK	000000	6.49
01-0619	TWILIGHT FIRST AID & SA					
		I-238798X	215-4641-426	SUPPLIES FIRST AID	000000	161.25
01-1786	PETTY CASH/HISTORIC PRE					
		I-110515	215-4641-426	SUPPLIES PETTY CASH REIMBSMT-HP	000000	32.55
01-1827	MS MAIL & MARKETING					
		I-7671	215-4641-423	PUBLISHING CITY NEWSLETTER NOV 2015	000000	588.08
01-3346	REGIONAL HEALTH					
		I-146915C2296	215-4641-422	PROFESSIONAL TESTING	000000	50.00
01-3373	AMAZON WEB SERVICES					
		I-61254694	215-4641-428	UTILITIES WEB SERVICES10/1-10/31/15	000000	229.28
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						1,151.74
FUND 215 HISTORIC PRESERVATION TOTAL:						69,768.45

PACKET: C3656 COMBINED - 11/17/15

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
01-3639	COOMES, TIM					
		I-453490803	216-4653-962-03	WINDOWS GRANT WINDOW GRANT	000000	1,900.00
01-3892	TROUTON, JEFF AND LAURE					
		I-407411	216-4653-962-03	WINDOWS GRANT WINDOW GRANT 33 JACKSON	000000	600.00
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	2,500.00
				FUND 216 REVOLVING LOAN	TOTAL:	2,500.00

PACKET: 03656 COMBINED - 11/17/15

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
01-0360	ABC BUSINESS SUPPLY					
		I-9378	602-4330-425	REPAIRS BACK UP BATTERY	000000	65.00
01-0539	LEAD-DEADWOOD SANITARY					
		I-103115	602-4330-422	PROFESSIONAL PUBLIC BLDGS. USAGE - OCT	000000	811.44
		I-112415	602-4330-422	PROFESSIONAL EQR & USAGE CHARGE - OCT.	000000	25,658.73
01-0561	SD ONE CALL					
		I-SD15-3301	602-4330-422	PROFESSIONAL MESSAGE FEES OCTOBER/WATER	000000	21.84
01-0600	TRIPLE X TIRE & REPAIR					
		I-1-43330	602-4330-425	REPAIRS (4) WINTER TIRES-STEMS/WATER	000000	670.00
01-0684	NORTHWEST PIPE FITTINGS					
		I-173111/CM173243	602-4330-425	REPAIRS MEGALUG ORDER&CREDIT/WATER	000000	156.90
		I-177755	602-4330-425	REPAIRS 1-1/4 GALV COMP CPLG/WATER	000000	68.28
01-0981	HD SUPPLY WATERWORKS					
		I-E690195	602-4330-426	SUPPLIES ADJ RINGS 27X2,1.5,1.25/WATER	000000	201.38
01-1058	DAKOTA SUPPLY GROUP					
		I-B685269	602-4330-425	REPAIRS HYMAX 8 CPLG/WATER	000000	315.88
01-1491	RENNER, DONOVAN					
		I-103115	602-4330-415	GROUP INSURAN REIMBURSEMENT	000000	252.01
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-683532	602-4330-425	REPAIRS PRONTO 10W30 FULL/WATER	000000	12.57
		I-32-683554	602-4330-425	REPAIRS PRONTO 10W30 FULL/WATER	000000	4.19
		I-32-683804	602-4330-426	SUPPLIES MOTOR TUNE-UP/WATER	000000	14.98
01-1827	MS MAIL & MARKETING					
		I-7671-B	602-4330-426	SUPPLIES UTILITY BILLS MAILING	000000	254.25
01-3358	MIDCO DIVING & MARINE S					
		I-2285	602-4330-425	REPAIRS TANK CL&INSP PLU #1&ROOSE/WTR	000000	2,699.00
DEPARTMENT 330 WATER						TOTAL: 31,206.45
FUND 602 WATER FUND						TOTAL: 31,206.45

11/17/2015 5:29 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13

PACKET: 03656 COMBINED - 11/17/15

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-2228	607-4580-422	PROFESSIONAL NTA SPONSOR-PARTNER/MT MORIAH	000000	1,000.00
DEPARTMENT 580 MT. MORIAH						TOTAL: 1,000.00
FUND 607 MT MORIAH CEMETERY OPERAT						TOTAL: 1,000.00

PACKET: 03656 COMBINED - 11/17/15

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1399	NEVE'S UNIFORMS, INC.					
		I-RP-035618	610-4360-426	SUPPLIES SHIRTS, PANTS, JACKET, BOOTS, GLOV	000000	478.45
		I-RP-036064	610-4360-426	SUPPLIES UNIFORM PANTS	000000	86.16
01-3712	PASSPORT PARKING, INC.					
		I-2512	610-4360-422	PROFESSIONAL MOBILE PAY - METERS	000000	39.25
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						603.86
01-0320	WHITE'S CANYON MOTORS					
		I-612831	610-4361-426	SUPPLIES ROD	000000	173.55
01-0467	CULLIGAN OF THE NORTHER					
		I-73392	610-4361-426	SUPPLIES SOFTENER RENTAL - TROLLEY	000000	22.00
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-43197	610-4361-425	REPAIRS MOUNT & BALANCE 2 TIRES	000000	147.98
01-0619	TWILIGHT FIRST AID & SA					
		I-238795x	610-4361-426	SUPPLIES FIRST AID SUPPLIES - TROLLEY	000000	51.75
01-1348	EDDIE'S TRUCK CENTER, I					
		I-R201005483:01	610-4361-425	REPAIRS REPLACE TEMP. SENSOR	000000	279.41
		I-X201013843:01	610-4361-425	REPAIRS TEMP. SENSOR - TROLLEY	000000	72.07
01-1653	STURDEVANT'S AUTO PARTS					
		C-32-682605	610-4361-426	SUPPLIES CORRECT WRONG AMT-INV#682604	000000	180.04
		I-32-682070	610-4361-426	SUPPLIES BUSHING, PLUGS, VALVE	000000	12.65
		I-32-682083	610-4361-426	SUPPLIES AIR FILTER, OIL	000000	159.95
		I-32-682325	610-4361-426	SUPPLIES HEATER HOSES, CONNECTORS	000000	14.18
		I-32-682604	610-4361-426	SUPPLIES ROLOCS & BELTS	000000	202.13
		I-32-682680	610-4361-426	SUPPLIES ROLOCS	000000	17.60
		I-32-682893	610-4361-426	SUPPLIES HOURMETER	000000	41.58
		I-32-683037	610-4361-426	SUPPLIES FLOORDRY	000000	7.69
		I-32-683186	610-4361-426	SUPPLIES SOLENOID	000000	45.32
		I-32-683753	610-4361-426	SUPPLIES LIGHTS, MAGNETIC TOOL	000000	22.35
01-2859	ATCO INTERNATIONAL					
		I-10445999	610-4361-426	SUPPLIES HAND CLEANERS	000000	175.00
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						1,265.17
FUND 610 PARKING/TRANSPORTATION TOTAL:						1,869.03

11/13/2015 3:29 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

PACKET: 03658 COMBINED - 11/17/15

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
01-3151	KONE INC.					
		I-949133731	611-4362-422	PROFESSIONAL OCT MAINT ELEVATOR/RC, RAMP	000000	133.40
01-3346	REGIONAL HEALTH					
		I-146915C2296	611-4362-422	PROFESSIONAL TESTING	000000	25.00
				DEPARTMENT 362 MAIN STREET RAMP	TOTAL:	158.40
				FUND 611 MAIN STREET RAMP	TOTAL:	158.40

11/16/2015 3:29 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 03656 COMBINED - 11/17/15

VENDOR SET: 01

FUND : 701 RUBBLE SITE

DEPARTMENT: 324 RUBBLE SITE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0315	BLACK HILLS DISPOSAL IN					
		I-15397	701-4324-422	PROFESSIONAL ROLLOFF/TC DUMP	000000	400.00
01-0547	M&M SANITATION					
		I-29143	701-4324-426	SUPPLIES TOILET RENTAL/TC DUMP	000000	110.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-683030	701-4324-425	REPAIRS PUSH-BUTTON MOMENT/TC DUMP	000000	5.74
		I-32-683666	701-4324-426	SUPPLIES AIR FILTER/TC DUMP	000000	43.08
			DEPARTMENT 324	RUBBLE SITE	TOTAL:	558.82
			FUND	701 RUBBLE SITE	TOTAL:	558.82

11/17/2015 3:29 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

PACKET: 03656 COMBINED - 11/17/15

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-110115	723-4000-429	OTHER CITY SLOTS - PYMT 5, YR 1	000000	27,443.18
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	27,443.18
			FUND	723 NICKEL SLOT PAYMENT AGENCY	TOTAL:	27,443.18
					REPORT GRAND TOTAL:	495,834.89

Mary Jo Nelson

From: Deadwood Gift Shoppe <deadwoodgifts@rushmore.com>
Sent: Thursday, November 12, 2015 3:15 PM
To: Mary Jo Nelson
Cc: 'First Souvenirs of Deadwood'
Subject: Supplemental Budget Request

11-16-15
5B

Hi Mary Jo,
Could you please submit this request for the next Deadwood City Commission agenda? Thank you.
Wayne M. President, DBC

The Deadwood Business Club membership would like to thank the Deadwood City Commission for the \$12,000 award from the 2016 city budget. In the past, our organization has received about \$17,000 annually in additional funding from BID 7 to supplement our annual activities throughout the year. The BID 7 funding is no longer available for the 2016 budget year.

We have reviewed and cut our 2016 special event budget to reflect the reduced 2016 funding level. The event schedule promotes four large community events: South Dakota's Largest Tailgate Party, Cinco de Mayo, Mikkelson Marathon Welcome, and Deadwood's Veterans Salute. Other smaller events are held during the year including the Retail Chocolate Stroll in February, the Lucky Charm Stroll in March, the Parade of Flags in July, CornFest in August, and the Fall and Holiday Business Window Decorating contests in October and December.

The revised budget of activities is as follows:

SD Largest Tailgate Party	\$9,000
Retail Chocolate Stroll	\$ 300
Lucky Charm Retail Stroll	\$ 350
Cinco de Mayo Festival	\$3,000
Mikkelson Marathon Welcome	\$1,200
Parade of Flags	\$ 300
CornFest	\$ 500
Fall Business Decorating Contest	\$ 375
Deadwood's Veteran Salute	\$2,500
Holiday Business Decorating	<u>\$ 750</u>
Total	\$18,275

The Deadwood Business Club is respectfully requesting an additional \$6,000 from the 2016 Bed & Booze fund to enable local businesses to continue their efforts to promote and expand retail business in Deadwood. The organization has no paid staff, and relies on its membership to organize and operate all of its activities. Events often include a charitable facet, and last year funds were raised to help support the American Cancer Society, the Northern Hills Hospice, the Northern Hills Alliance for Children, the Twin City Animal Shelter, the Lord's Cupboard, the Black Hills avenue of Flags, and the SD State American Legion Auxiliary.

Thank you for the time and consideration given this request.

Deadwood Business Club
PO Box 15

11-16-15
GA

DATE: November 13, 2015
TO: Mayor Turbiville and City Commission
FROM: Mary Jo Nelson, Finance Officer *MJ*
RE: Payment to Bondholders for Historic Preservation Certificates of Participation

Please acknowledge principal and interest payment to bondholders on November 2, 2015 by First National Bank, bond trustee. I have attached my amortization schedule and transaction reports for your review. The second half of interest payment for 2015 was \$334,293.75 with total principal reduction of \$2,965,000.00.

As of December 31, 2015, principal balance is \$13,310,000.00.



First National Trust and Investment Management Services

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Welcome: i595278

Account	Dashboards	Settings	Request	Applications	Help	Sign Out
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Account: Deadwood 20052006 Lease Pymt Acc ▾ From: 10/2/2015 to: 11/2/2015

hide

Transaction Report

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Settlement Date	Desc	Income	Cash	Principal	Cash	Total	Cash	Cost	Payee
10/02/2015	Automatically Generated Purchase of Goldman Sachs Financial Square Treasury Obligations Admin #469		-1.13		0.00		-1.13	1.13	
10/31/2015	Amortization of \$-153.51 of US Treasury Note Dtd 10/31/2013 0.250% Due 10/31/2015		-153.51		153.51		0.00	-153.51	
11/02/2015	Transfer of \$4,340,000.00 from Deadwood 2005/2006 Lease Pymt Acct to Transtar Paying Agent Account for debt service principal due Series 2006		0.00		-4,340,000.00		-4,340,000.00	0.00	
11/02/2015	Matured of US Treasury Note Dtd 10/31/2013 0.250% Due 10/31/2015		1,208.75		967,000.00		968,208.75	-967,000.00	
11/02/2015	Dividend - Money Market Taxable of Goldman Sachs Financial Square Treasury Obligations Admin #469		1.17		0.00		1.17	0.00	
11/02/2015	Automatically Generated Sale of Goldman Sachs Financial Square Treasury Obligations Admin #469		0.00		223,695.48		223,695.48	-223,695.48	
11/02/2015	Automatically Generated Sale of Goldman Sachs Financial Square Treasury Obligations Admin #469		1,564.52		0.00		1,564.52	-1,564.52	
11/02/2015	Received of \$90,650.00 from Escrow Deadwood 2005-2006 COP's to Deadwood 2005/2006 Lease Pymt Acct		0.00		90,650.00		90,650.00	0.00	
11/02/2015	Transfer of \$5,965,000.00 from Deadwood 2005/2006 Lease Pymt Acct to Bond Paying Agent Account - Bond & Int Sink Fd for debt service principal due Series 2005		0.00	X	-5,965,000.00		-5,965,000.00	0.00	
11/02/2015	Pmt First National Bank credit acct #105-181-1 for debt service interest on Series 2006 <i>Inter.</i>		0.00	→	-106,650.00		-106,650.00	0.00	
11/02/2015	Pmt First National Bank credit acct #105-181-1 for debt service interest on Series 2005 <i>Inter.</i>		0.00	→	-148,468.75		-148,468.75	0.00	
11/02/2015	Received of \$136,000.00 from Escrow Deadwood 2005-2006 COP's to Deadwood 2005/2006 Lease Pymt Acct		0.00		136,000.00		136,000.00	0.00	
11/02/2015	Received of \$5,440,000.00 from Escrow Deadwood 2005-2006 COP's to Deadwood 2005/2006 Lease Pymt Acct		0.00		5,440,000.00		5,440,000.00	0.00	
11/02/2015	Received of \$3,700,000.00 from Escrow Deadwood 2005-2006 COP's to Deadwood 2005/2006 Lease Pymt Acct		0.00		3,700,000.00		3,700,000.00	0.00	
			<u>2,619.80</u>		<u>-2,619.76</u>		<u>0.04</u>	<u>-1,192,412.38</u>	

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Welcome: 1595278

Account	Dashboards	Settings	Request	Applications	Help	Sign Out
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Account: Deadwood 2012 Cert of Part - Lea From: 10/2/2015 to: 11/2/2015

hide

Transaction Report

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Settlement Date	Desc	Income	Cash	Principal	Cash	Total Cash	Cost	Payee
10/02/2015	Automatically Generated Purchase of Goldman Sachs Financial Square Treasury Obligations Admin #469	-1.79		0.00		-1.79	1.79	
10/08/2015	Automatically Generated Purchase of Goldman Sachs Financial Square Treasury Obligations Admin #469	0.00		-6,445.44		-6,445.44	6,445.44	
10/08/2015	Received of \$6,445.44 from Deadwood 2012 Cert of Part - Reserve Acct to Deadwood 2012 Cert of Part - Lease Payment Acct Available cash for excess over \$737,500 Reserve Requirement per Section 3.09 Trust Agrmt	0.00		6,445.44		6,445.44	0.00	
10/31/2015	Amortization of \$-278.69 of US Treasury Note Dtd 10/31/2013 0.250% Due 10/31/2015	-278.69		278.69		0.00	-278.69	
11/02/2015	Dividend - Money Market Taxable of Goldman Sachs Financial Square Treasury Obligations Admin #469	2.43		0.00		2.43	0.00	
11/02/2015	Automatically Generated Purchase of Goldman Sachs Financial Square Treasury Obligations Admin #469	-1,515.06		0.00		-1,515.06	1,515.06	
11/02/2015	Automatically Generated Sale of Goldman Sachs Financial Square Treasury Obligations Admin #469	0.00		443,896.31		443,896.31	-443,896.31	
11/02/2015	Pmt First National Bank credit acct #105-181-1 for debt service interest on Series 2012 <i>Interest</i>	0.00		-79,175.00		-79,175.00	0.00	
11/02/2015	Transfer of \$1,800,000.00 from Deadwood 2012 Cert of Part - Lease Payment Acct to Transtar Paying Agent Account - Bond & Int Sink Fd #10942 City of Deadwood 2012 prin due 11/1/15 <i>Princip.</i>	0.00		-1,800,000.00		-1,800,000.00	0.00	
11/02/2015	Matured of US Treasury Note Dtd 10/31/2013 0.250% Due 10/31/2015	1,793.75		1,435,000.00		1,436,793.75	-1,435,000.00	
		0.64		0.00		0.64	-1,871,212.71	

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Welcome: i595278

Account	Dashboards	Settings	Request	Applications	Help	Sign Out
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Account: From: to:

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Transaction Report

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Settlement Date	Desc	Income	Cash	Principal	Cash	Total Cash	Cost	Payee
11/02/2015	Transfer of \$90,650.00 from Escrow Deadwood 2005-2006 COP's to Deadwood 2005/2006 Lease Pymt Acct	0.00		-90,650.00		-90,650.00	0.00	
11/02/2015	Sold 9,366,650 shares @\$1.0000 ICS 0% Savings Account	0.00		9,366,650.00		9,366,650.00	-9,366,650.00	
11/02/2015	Transfer of \$136,000.00 from Escrow Deadwood 2005-2006 COP's to Deadwood 2005/2006 Lease Pymt Acct	0.00		-136,000.00		-136,000.00	0.00	
11/02/2015	Transfer of \$3,700,000.00 from Escrow Deadwood 2005-2006 COP's to Deadwood 2005/2006 Lease Pymt Acct 1)	0.00		-3,700,000.00		-3,700,000.00	0.00	
11/02/2015	Transfer of \$5,440,000.00 from Escrow Deadwood 2005-2006 COP's to Deadwood 2005/2006 Lease Pymt Acct 2)	0.00		-5,440,000.00		-5,440,000.00	0.00	
		0.00		0.00		0.00	-9,366,650.00	

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Principal P4 11/2

2) 2005 Debt Before Refund \$5,965,000 - 525,000 -
 1) 2006 Debt Before Refund \$4,340,000 - 640,000 -

The annual requirements to amortize all debt outstanding as of December 31, 2014, except for compensated absences are as follows:

Annual Requirements to Amortize Long-Term Debt
December 31, 2014

Year Ending Dec. 31,	Revenue Bonds		Certificates of Participation	
	Principal	Interest	Principal	Interest
2015	\$ 545,000.00	\$ 211,572.50	\$ 2,965,000.00	\$ 668,587.50
2016	555,000.00	197,360.00	2,145,000.00	577,450.00
2017	575,000.00	179,330.00	3,230,000.00	484,600.00
2018	430,000.00	161,175.00	2,340,000.00	357,700.00
2019	180,000.00	147,400.00	2,600,000.00	259,800.00
2020-2024	1,080,000.00	560,325.00	2,995,000.00	149,750.00
2025-2029	1,130,000.00	182,187.50		
Total	\$ 4,495,000.00	\$ 1,639,350.00	\$ 16,275,000.00	\$ 2,497,887.50

*Nov Principal
& 50% interest*

Year Ending Dec. 31,	Tax Increment Debt		Other Debt	
	Principal	Interest	Principal	Interest
2015	\$ 415,767.63	\$ 248,247.91	\$ 19,444.28	\$ 805.72
2016	392,916.58	221,752.62		
2017	377,428.62	197,800.06		
2018	400,975.93	174,252.75		
2019	425,997.76	149,230.92		
2020-2024	2,885,000.08	392,217.73		
2025-2029	508,606.41	159,697.79		
2030-2031	156,960.84	10,081.20		
Total	\$ 5,563,653.85	\$ 1,553,280.98	\$ 19,444.28	\$ 805.72

Year Ending Dec. 31,	Totals	
	Principal	Interest
2015	\$ 3,945,211.91	\$ 1,129,213.63
2016	3,092,916.58	996,562.62
2017	4,182,428.62	861,730.06
2018	3,170,975.93	693,127.75
2019	3,205,997.76	556,430.92
2020-2024	6,960,000.08	1,102,292.73
2025-2029	1,638,606.41	341,885.29
2030-2031	156,960.84	10,081.20
Total	\$ 26,353,098.13	\$ 5,691,324.20

8. NOTES RECEIVABLE

The Governmental Funds Balance Sheet includes Notes Receivable in the amount of \$3,497,648.52 in the Revolving Loan Fund. These outstanding balances are due to the Municipality from various parties for historic preservation loans. Included in this balance is \$1,832,483.65 due on the Martin Mason property.

11-16-15
bB

Memo

To: Mayor Turbiville and City Commission

From: Mary Jo Nelson

Date: 6-1-2015

Re: Recommended Audit Practice 

At the recommendation of the Department of Legislative Audit, I am requesting that we amend a previous resolution instituting financial policies as they relate to revenue availability and priority of cash use. This change should result in several less audit adjustments.

Revenue generated in December but not received until February was not accrued until the following year because the check was received after the 30 day window set by our policy. Legislative Audit recommended that I request a change to extend that window from 30 to 45 days to allow me to book the revenue in the proper year.

Also, I am requesting that Library Fund and Rubble Site Fund be excluded from the policy that restricted funds are used before unrestricted. This is due to the fact that since funding sources are shared between other cities and counties in those two funds, the policy becomes difficult to manage.

Minutes from 2005 are attached for your review.

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 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 ~~30~~ **45** days of the end of the current fiscal period.

Dated this 16th day of November, 2015.

City of Deadwood

Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

REGULAR SESSION, OCTOBER 24, 2005

Resolution 2005-33 – Establish Financial Policies

Mary Jo Nelson explained the Legislative Audit suggests that we institute policies in certain areas concerning financial reporting. Nelson requested the formalization of procedures for the compiling of information needed to complete the Annual Report. Feterl moved, Speirs seconded to approve Resolution 2005-33 to Establish Financial Policies. Roll Call: Aye – All. Motion carried.

Resolution 2005-33

A RESOLUTION 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 restricted resources first, then unrestricted resources as they are needed.

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 of 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 days of the end of the current fiscal period.

Dated this 24th day of October 2005.

City of Deadwood

/s/Francis Toscana, Mayor

ATTEST:

/s/Mary Jo Nelson, Finance Officer

Permission for Finance Office to Write Check to Black Hills Rodeo Scholarship Fund

Toscana explained that this amount of \$15,000 was approved by the BID board and is a budgeted item from Bed & Booze fund. Commissioner Feterl confirmed that this is to come from Business Improvement District and asked if this scholarship fund is the same as the Badlands Circuit Finals. Feterl moved, Speirs seconded, to continue the approval of this check on 10/31/2005. Roll Call: Aye – All. Motion carried.

PUBLIC WORKS

Change Order #1 – Williams Street – continued from 10/17/05

Commissioner Speirs explained that the change order is due to geotechnical changes. Nick Hoffman with NJS Engineering gave a breakdown of the items and the costs with regard to the change order, which may be reviewed at the Finance Office. The amount of the change order is \$71,026.04. Toscana said that due to the time of year, the asphalt will not be completed and

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
PANNIER GRAPHICS

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 PANNIER GRAPHICS, located at 345 Oak Road, Gibsonia, PA 15044, hereinafter referred to as "PANNIER."

WHEREAS, PANNIER has agreed to fabricate six (6) digital fiberglass-embedded panels in conjunction with the South Dakota Department of Transportation Gateway project, 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 PANNIER for an amount not to exceed Three Thousand Eight Hundred Eighty-two and no/100's Dollars (\$3,882.00), 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. PANNIER shall commence work on this project upon receipt of digital files from DESIGNER and/or notification from CITY;
3. PANNIER shall fabricate and ship six (6) 36"w x 24"h x .090 (FE) digital fiberglass-embedded interpretive panels, single-faced, matte finish, square cut, with no holes, pursuant to the design provided by DESIGNER; and
4. PANNIER shall fabricate and ship six (6) aluminum double pedestal exhibit bases for 36"w x 24"h panels with two (2) 4" x 4" x 57" posts.

6. PANNIER shall have substantial completion by August 1, 2016, with a project close-out of August 1, 2016.
7. All work shall be done in a professional and workmanlike manner;
8. PANNIER shall supply one proof of each original to Historic Preservation Officer for approval;
9. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
10. PANNIER shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
11. PANNIER 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 PANNIER in connection with this agreement or services performed or materials provided pursuant to this contract;
12. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to PANNIER;
13. CITY shall pay PANNIER a sum not to exceed Three Thousand Eight Hundred Eighty-two and no/100's Dollars (\$3,882.00), upon completion of work; and
14. PANNIER shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

Dated this ____ day of _____, 2015.

CITY OF DEADWOOD

By _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2015.

PANNIER GRAPHICS

By: _____

Its:

State of _____)
County of _____) SS

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

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

(SEAL)

Notary Public
My Commission Expires: _____

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



11-16-15
6C
KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: November 13, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Gateway Interpretive Signage for DOT / City Project

Through the Memorandum of Agreement (MOA) with the South Dakota Department of Transportation (DOT) for the Highway 85 reconstruction project, the City of Deadwood will receive reimbursement for the creation of six interpretive signs in the new gateway park adjacent to the Mickelson Trail in the Pluma planning district. This was part of the negotiated mitigation of the adverse effects of the hillside cuts as part of the overall highway project.

The Deadwood Historic Preservation Office is requesting permission to enter into contract with Berberich Design for the creation, development and graphic layout for six (6) interpretive signs in the amount of \$9875.00. (See attached memo and quote.)

This office is also requesting permission to engage Pannier Graphics for the fabrication of the six (6) fiberglass panels and metal bases for a total of \$3,882.00. (See attached quote for details.) These will match the existing interpretive panels throughout the City of Deadwood.

As per our agreement with DOT the City of Deadwood will be reimbursed the total amount of the interpretive signs at a cost of \$13,757.00.

RECOMMENDATION:

Approve total expenditures of \$13,757.00 through the Deadwood Historic Preservation Office for the engagement of Berberich Design in the amount of \$9,875 and Pannier Graphics in the amount of \$3,882.00. Historic Preservation is to be reimbursed by DOT for the total cost of \$13,757.00.

Kevin Kuchenbecker

From: Whitebird, Alice <Alice.Whitebird@state.sd.us>
Sent: Thursday, November 5, 2015 9:52 AM
To: Kevin Kuchenbecker
Cc: Nelson, Kate; Marion.Barber@dot.gov; Whitebird, Alice
Subject: Lawr0555 - MOA Stipulation Update_ Stipulation III. Deadwood Interpretive Panels
Attachments: DOT memo 10.26.15.pdf; Proposal for Interpretive Signs.pdf; E015187.pdf; Lawr0555 - MOA Stipulation Documentation

Hi Kevin,

When the signs have been installed, please submit the final bill to SDDOT & it will be paid. Do you have an idea when the signs will be installed? Also, can you also email me photos of the signs when they're installed? This is the final stipulation that needs to be fulfilled for the MOA...so am looking forward to wrapping the project up!

Take care,
Alice Whitebird
SDDOT Office of Project Development
605-773-3309

From: Talley, Jan
Sent: Tuesday, November 03, 2015 2:41 PM
To: Patterson, Marilyn
Subject: MOA with FHWA, SDDOT and the Deadwood Historic Preservation office

Hi Marilyn, Your question as I understand it is can you process a payment on a MOA from a quote? From the documentation you gave me you received an estimate of the project cost to install six interpretive panels for the Gateway project in conjunction with the SDDOT Highway Project in Deadwood. Along with that estimate the City of Deadwood sent a quote to SDDOT for professional and design consulting services from Berberich Design for \$9875.00. We cannot process a state payment from a quote. The payment can be processed when the work is completed and an invoice is received detailing the work completed. The state follows the Prompt Payment Act which is an entire chapter of the SD code dealing with payments and interest. Here is a section of the law that would pertain. Please note that the language speaks to shall pay for each completed delivered item or service. If you have further questions do not hesitate to contact me. Jan

5-26-2. Deadlines for payments. An agency which acquires property or services pursuant to a contract with a business shall pay for each complete delivered item of property or service on the date required by contract between the business and agency or, if no date for payment is specified by contract, within forty-five days after receipt and written acceptance of property or services and receipt of the invoice covering the delivered items or services.

Source: SL 1984, ch 41, § 2; SL 1985, ch 45, § 2; SL 1987, ch 61, § 3; SL 1988, ch 59, § 2.

Jan Talley
Accounting Manager

SD Dept of Transportation
605-773-4555
Jan.Talley@state.sd.us

From: Kevin Kuchenbecker [<mailto:kevin@cityofdeadwood.com>]
Sent: Tuesday, October 27, 2015 9:48 AM
To: Whitebird, Alice
Cc: cityofdeadwood.com, bobjr; Jerity Krambeck; Bonny Fitch
Subject: Deadwood Interpretive Panels

Alice,

I apologize on the delay on getting back to you with a breakdown of costs for the interpretive panels. Here is what I put together. Let me know if you need additional information.

Kevin Kuchenbecker
Historic Preservation Officer



City of Deadwood
Department of Planning & Preservation
108 Sherman Street
Deadwood, South Dakota 57732
Phone 605.578.2082
Fax 605.578.2084
Cell 605.641.5568
Email kevin@cityofdeadwood.com
Web www.cityofdeadwood.com

NOTICE: This e-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, is confidential, and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error, then delete it. Thank you. Deadwood Historic Preservation Officer.

 Please consider the environment before printing this email.

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: October 26, 2015
To: Alice Whitebird, South Dakota Department of Transportation
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: DOT Interpretive Panels

At your request, I am providing you with more information on the firms used as well as a breakdown on the costs for the six interpretive panels for the Gateway project in conjunction of the DOT Highway project in Deadwood. This office has successfully garnered quotes from both the fabricator of the interpretive panels as well as the design professional.

The Deadwood Historic Preservation Office has used Pannier Graphics for its interpretive panels throughout the city over the past six years. Recently, this office has also engaged Berberich Design for our wayfinding project along with the development and design of our interpretive signs. Below is a brief bio of each firm:

Berberich Design

Established in 2001, Berberich Design specializes in providing creative services for the design, development and implementation of architectural graphics, wayfinding sign systems, interpretive signage and brand communications. Services also include logo design and development, research and copywriting.

Berberich Design has created unique, award-winning designs—designs that are consistently grounded in practicality and strengthened by the knowledge of related industries. Because each client and each environment requires a distinctive approach, they strive to develop successful design solutions that complement the client's architecture and address the client's budget, all in an environment that focuses on the end user.

Pannier Graphics

Pannier is the leading manufacturer of indoor and outdoor signs, panels, exhibit bases and frames, used in a full range of applications - from interpretive panels to historical signs to custom fiberglass signage. They blend superior digital graphics quality with their unique embedment process, to provide you with exhibit graphics that are unsurpassed in durability.

Whether the need demands a framed or frameless application, or custom shapes and thicknesses - Pannier delivers consistent quality on time, time and again, for their customers.

This office will work closely with the design professional in providing access to photographs, maps, historical documentation and additional information as well as provide final editing and approvals prior to fabrication.

The following details the breakout of costs for each panel.

Description of Panel	Cost
<i>Cheyenne to Deadwood Stage Route</i>	
• 36"w x 24"h X .090 FE Digital Fiberglass-Embedded Panels. Single-faced. Matte finish. Square cut. No Holes.	\$202.00
• Aluminum Double Pedestal Exhibit Bases for 36"w x 24"h Panels. Visual area will be 35"w x 23". Includes (2) 4" x 4x X 57" posts.	\$422.00
• Design Documentation, Final Layout, and Upload Files.	\$985.00
• Research and Copywriting.	\$660.00
<i>Transportation Modes of the Time Through This Immediate Area</i>	
• 36"w x 24"h X .090 FE Digital Fiberglass-Embedded Panels. Single-faced. Matte finish. Square cut. No Holes.	\$202.00
• Aluminum Double Pedestal Exhibit Bases for 36"w x 24"h Panels. Visual area will be 35"w x 23". Includes (2) 4" x 4x X 57" posts.	\$422.00
• Design Documentation, Final Layout, and Upload Files.	\$985.00
• Research and Copywriting.	\$660.00
<i>Highway Robbery Near This Location</i>	
• 36"w x 24"h X .090 FE Digital Fiberglass-Embedded Panels. Single-faced. Matte finish. Square cut. No Holes.	\$202.00
• Aluminum Double Pedestal Exhibit Bases for 36"w x 24"h Panels. Visual area will be 35"w x 23". Includes (2) 4" x 4x X 57" posts.	\$422.00
• Design Documentation, Final Layout, and Upload Files.	\$985.00
• Research and Copywriting.	\$660.00
<i>The Advent of the Railroad to Deadwood</i>	
• 36"w x 24"h X .090 FE Digital Fiberglass-Embedded Panels. Single-faced. Matte finish. Square cut. No Holes.	\$202.00
• Aluminum Double Pedestal Exhibit Bases for 36"w x 24"h Panels. Visual area will be 35"w x 23". Includes (2) 4" x 4x X 57" posts.	\$422.00
• Design Documentation, Final Layout, and Upload Files.	\$985.00
• Research and Copywriting.	\$660.00

Early Roads and Tourism in the Black Hills

- 36"w x 24"h X .090 FE Digital Fiberglass-Embedded Panels.
Single-faced. Matte finish. Square cut. No Holes. \$202.00
- Aluminum Double Pedestal Exhibit Bases for 36"w x 24"h Panels.
Visual area will be 35"w x 23". Includes (2) 4" x 4x X 57" posts. \$422.00
- Design Documentation, Final Layout, and Upload Files. \$985.00
- Research and Copywriting. \$660.00

Deadwood as a National Historic Landmark District

- 36"w x 24"h X .090 FE Digital Fiberglass-Embedded Panels.
Single-faced. Matte finish. Square cut. No Holes. \$202.00
- Aluminum Double Pedestal Exhibit Bases for 36"w x 24"h Panels.
Visual area will be 35"w x 23". Includes (2) 4" x 4x X 57" posts. \$422.00
- Design Documentation, Final Layout, and Upload Files. \$985.00
- Research and Copywriting. \$660.00

Shipping Costs from Pannier Graphics \$138.00

TOTAL PROJECT COSTS \$13,757.00

BER
BER
ICH

DESIGN

QUOTE

Client: **City of Deadwood**
108 Sherman Street
Deadwood, South Dakota
57732

Project: **DOT Interpretive Panels**

Date: 06/05/2015

Project #: n/a

Contact: **Kevin Kuchenbecker**
Historic Preservation
605-578-2082
605-641-5568 cell
kevin@cityofdeadwood.com

DATE(S)	DESCRIPTION
---------	-------------

06/05/2015	Professional Design and Consulting Services SDDOT Interpretive Panels To provide client assisted research, copywriting, design documentation, final layout and upload files to Pannier Graphics FTP site for six (6) 24" x 36" interpretive graphic panels.	9875.00
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Approval: _____ Date: _____

BERBERICHDESIGN
PO BOX 468
HILL CITY, SD 57745
605-430-5170

RAY@BERBERICHDESIGN.COM
WWW.BERBERICHDESIGN.COM

TOTAL	9875.00
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QUOTATION

Inquiry No. E015187
Page 1 of 1

08/23/12

City of Deadwood
108 Sherman Street
Deadwood SD 57732


ATTN: Kevin Kuchenbecker
Phone: 605-578-2082 Fax:
PROJECT: NH-PH 0085 (20) 26 PCN 0555 Lawrence County

Quantity	Description	Unit Price	Total Cost
6	36"w x 24"h x .090 (FE) Digital Fiberglass-Embedded Panels. All different. Single-faced. Matte finish. Square cut. No holes.	\$202.00	\$1,212.00
6	Aluminum Double Pedestal Exhibit Bases for 36"w x 24"h Panels. Visual area will be 35"w x 23"h. Includes (2) 4" x 4" x 57" posts.	\$422.00	\$2,532.00
1	Estimated Shipping Charges to 57732.	\$138.00	\$138.00

TERMS AND CONDITIONS

- Client will provide print ready files: Native files are required. Set document size equal to the panel size, with a minimum 1/2" bleed extending past the document edge. All fonts need to be included, even if outlined. Supply all linked and embedded images. For best results, refer to the File Information Form which can be found on our website.
- One proof of each original will be submitted for customer's approval.
- Bulk packed and one shipment.
- Prices effective for 90 days.
- FOB: Gibsonia
- Delivery: 15 - 20 Business days after proof approval.
- **Net 30 Days**

Sale Amount: \$3,882.00


Robin Heddaeus
Market Specialist
1-800-544-8428 X 220

Customer Acceptance/Date

Print Name and Title



**Department of Transportation
Office of Project Development
Environmental Office
700 E Broadway Avenue
Pierre, South Dakota 57501-2586
605/773-3268 Fax: 605/773-6608**

July 22, 2014

Kate Nelson, Restoration Specialist
State Historic Preservation Office
900 Governors Drive
Pierre, SD 57501

Kevin Kuchenbecker
Deadwood Historic Preservation Officer
108 Sherman Street
Deadwood, SD 57732

RE: NH-PH 0085(20)26 PCN 0555 LAWRENCE COUNTY
US85, from US385 to Cemetery Street in Deadwood
Memorandum of Agreement (MOA) Stipulations

Dear Ms. Nelson and Mr. Kuchenbecker:

In accordance with the MOA stipulations, I am submitting the following documentation:

Stipulation I: Photographic Documentation

Enclosed is a disc that contains digital photographs and a photolog for Sites 39LA1972 and 39LA1973.

Stipulation II: Reuse of Impacted Quarry Stone (Sites 39LA1972 and 39LA1973)

As indicated in Section A of the plans (Sheet 5, Environmental Commitment M1) and in the Section E Structure Plans (Sheet E 23-24), the existing stones from the impacted walls will be reused on a portion of the new retaining walls.

Stipulation III: Interpretive Signage

This stipulation states that DHPO/City will develop and install six interpretive signs that relate to the history of Deadwood. The City will order the signs. After the signs are installed, the City will submit an invoice to the SDDOT Finance Office for reimbursement of the signs. The City will be responsible for maintaining the signs.

Stipulations 4, 5, 6 and 7: Historic Lighting, Decorative Railings and New Retaining Walls

Section E: Structure Plans (copy enclosed) provides details on the decorative lighting and railing, and on the new retaining walls that will be faced with stone, or stamped and stained to resemble existing quarry stone walls in Deadwood.

Stipulations 8 and 9: Parking and Embankment Cut

Section B Grading Plans (copy enclosed) provides details on the parking locations and the embankment between Sta. 22+00 to 28+00 Rt, that was reduced by narrowing the ditch in that segment.

With submission of this documentation, I am requesting your concurrence that the Project NH-PH 0085(20)26 PCN 0555 (Lawrence County) MOA stipulations have been fulfilled.

Sincerely,

A handwritten signature in cursive script that reads "Alice Whitebird". The signature is written in dark ink and is positioned below the word "Sincerely,".

Alice Whitebird
Environmental Scientist III
Office of Project Development
(605) 773-3309

cc: Amy Rubingh, Review & Compliance Archaeologist (w/o enclosures)
Marion Barber, FHWA Environmental Engineer (w/o enclosures)
Terry Keller, Environmental Supervisor (w/o enclosures)

Enclosures

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
BERBERICH DESIGN INCORPORATED

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 BERBERICH DESIGN INCORPORATION, an Ohio corporation located at P.O. Box 468, Hill City, SD 57745, hereinafter referred to as "BERBERICH."

WHEREAS, BERBERICH has agreed to provide CITY with assisted research, copywriting and design documentation for six (6) interpretive panels for the Gateway project in conjunction with the South Dakota Department of Transportation project in Deadwood;

AND WHEREAS, CITY accepted the proposal from BERBERICH for an amount not to exceed Nine Thousand Eight Hundred Seventy-five and no/100's Dollars (\$9,875.00), 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. BERBERICH shall provide client assisted research, copywriting, design documentation, final layout and upload of files to Pannier Graphics FTP site for six (6) 24" by 36" interpretive graphic panels.
4. BERBERICH shall complete the project by June 30, 2016;
5. All work shall be done in a professional and workmanlike manner;
6. All work will be subject to a final inspection by the Historic Preservation Officer before acceptance;
7. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;

8. BERBERICH shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
9. BERBERICH 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 BERBERICH in connection with this agreement or services performed or materials provided pursuant to this contract;
10. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to BERBERICH;
11. CITY shall pay BERBERICH a sum not to exceed Nine Thousand Eight Hundred Seventy-five and no/100's Dollars (\$9,875.00), upon completion of work; and
12. BERBERICH shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

Dated this ____ day of _____, 2015.

CITY OF DEADWOOD

By _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2015.

BERBERICH DESIGN INCORPORATION

By: _____

Its: _____

State of _____)
County of _____) SS

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

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

(SEAL)

Notary Public
My Commission Expires: _____

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



11-16-15
6D

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

MEMORANDUM

Date: November 13, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Change Order #1 – 10 Harrison Retaining Wall

CAI Construction, Inc. has submitted change order documentation for the 10 Harrison Retaining Wall Project.

This change order is for additional time due to rain delays. The contractor was unable to work September 28 to October 2, 2015, five weather days.

A copy of the Change Order is attached.

This change order does not affect the contract amount.

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



AIA® Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i>	CHANGE ORDER NUMBER: 001	OWNER: <input checked="" type="checkbox"/>
10 Harrison Street Retaining Wall Deadwood, SD	DATE: 10/26/15	ARCHITECT: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i>	ARCHITECT'S PROJECT NUMBER: 2014-314	CONTRACTOR: <input type="checkbox"/>
CAI Construction 515 S. Main Lead, SD 57754	CONTRACT DATE: September 21, 2015	FIELD: <input type="checkbox"/>
	CONTRACT FOR: General Construction	OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
As per the attached request for change order by CAI Construction

The original Contract Sum was	\$	177,500.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	177,500.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	177,500.00

The Contract Time will be increased by five (5) days.

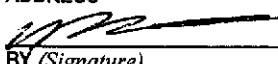
The date of Substantial Completion as of the date of this Change Order therefore is November 27, 2015

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Albertson Engineering Inc.
ARCHITECT *(Firm name)*

3202 West Main, Suite C, Rapid City, SD
ADDRESS

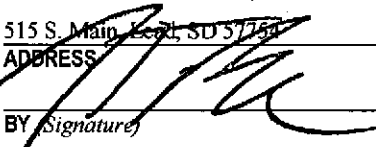

BY *(Signature)*

Mike Albertson
(Typed name)

10-26-15
DATE

CAI Construction
CONTRACTOR *(Firm name)*

515 S. Main, Lead, SD 57754
ADDRESS


BY *(Signature)*

Thad Fuller
(Typed name)

11-2-15
DATE

City of Deadwood
OWNER *(Firm name)*

108 Sherman Street, Deadwood, SD
ADDRESS

BY *(Signature)*

Kevin Kuchenbecker
(Typed name)

DATE



CAI Construction.
515 South Main St.
Lead, SD 57754
Phone: 605-584-2654
Fax: 605-717-6532

REQUEST FOR CHANGE ORDER

Job 10 Harrison Retaining Wall Change Order Number 1 Date 10/9/2015

Change requested additional time due to rain delay
unable to work 9/28 through 10/2
5 days

Materials requested _____

Estimated Cost of Change Order \$ -

Requested by Thad Fuller

Approved by Jared Schippers

Title EIT

Company Albertson Engineering Inc.

Date 10/23/2015

Memorandum of Understanding – January – December 2016

11-16-15
LF

Whereas, City of Deadwood and Lead-Deadwood School District have come together to collaborate for the services of a School Resource Officer; and

Whereas, the parties herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative;

Now, Therefore, it is hereby agreed by and between the parties as follows:

- One (1) School Resource Officer is needed in Lead for the Middle School and High School.
- One (1) School Resource Officer is needed in Deadwood for the Elementary School.
- The City of Deadwood shall employ the School Resource Officer.
- The School Resource Officer's schedule will follow the school calendar.

Financial obligations for the parties for the School Resource Officer placed in Lead are as follows:

- City of Deadwood pays 25% of salary plus all benefits.
- Lead-Deadwood School District pays the balance of salary.

Financial obligations for the parties for the School Resource Officer placed in Deadwood are as follows:

- City of Deadwood pays 25% of salary plus all benefits.
- Lead-Deadwood School District pays the balance of salary.

The City of Deadwood will bill the Lead-Deadwood School District annually for their portion of expenses.

The undersigned parties have agreed to this MOU:

For City of Deadwood:

For City of Deadwood:

Mayor

Attest: Finance Officer

Date: _____

Date: _____

For Lead-Deadwood School District:

For the Lead-Deadwood School District:

Superintendent

Attest: Business Manager

Date: _____

Date: _____

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

11-16-15
6G
CHUCK TURBIVILLE
Mayor, City of Deadwood
Telephone: (605) 578-2082
Fax: (605) 578-2084
chuck@cityofdeadwood.com

November 9, 2015

Beth A. Davis, CHES
Physical Activity Coordinator
South Dakota Department of Health

RE: 2016 Active Transportation Collaboration

Dear Ms. Davis:

On behalf of the City of Deadwood it is our pleasure to submit the attached 2016 Active Transportation Collaboration application. The City is interested in technical assistance through a community assessment for recommendations on improving the built environment for walking, bicycling, and use of public transit systems within our community.

Deadwood is located at the beginning of the George S. Mickelson Trail, is committed to historic preservation and community development, and utilizes a public transportation program through the use of a trolley system. Deadwood understands improving a built environment that is conducive to active transportation also improves community aesthetics, enhances the economy, and enriches the quality of life.

Deadwood is interested in improving our active transportation efforts as well as the built environment. We will arrange the necessary facilities and provide staff as well as indirect support to this project. Our community has been able to pull together community leaders and stakeholders from several sectors during recent revitalization meetings. Furthermore, these meetings have defined an additional need for recreation and active transportation initiatives.

Thank you for consideration of the 2016 Active Transportation Collaboration application. If you have any questions or need additional information, please feel free to contact Bob Nelson, Jr., Deadwood Zoning Administrator at 605-578-2082 or by email at bobjr@cityofdeadwood.com. Again, thank you.

Sincerely,

Chuck Turbiville, Mayor
City of Deadwood



2016 Active Transportation Assessment Collaboration

SDSU Landscape Architecture Program, SD Department of Health, and Selected SD Community

Goal: The South Dakota Department of Health will provide one SD community (or two communities as an inter-community project) with technical assistance (provided by SDSU Landscape Architecture Program) by conducting various active transportation assessments and providing recommendations for improving the built environment to increase walkability and active transportation within that community or joint communities.

Who Should Apply: Community/Civic Leaders, Healthy Community Stakeholders, Public Works Department, Parks and Rec Department, Transit Authority Leaders, Planning/Engineering/Transportation Officials, Wellness Coalitions, Walking/Bicycling Advocacy Groups, School Administrators, or others *working closely with city officials* interested in improving active transportation.

Rationale for Active Transportation: Active transportation integrates physical activity into daily routines such as walking or biking to destinations such as work, school, grocery stores, or parks. Active transportation policies and practices in community design, land use, and facility access have been proven effective to increase physical activity. Improving the built environment conducive to active transportation also improves community aesthetics, enhances the economy of a community, and improves overall community connectedness and quality of life.

NOTE: The intent of this assessment opportunity is to increase *active travel* to destinations within the selected community to increase physical activity, and is *not meant* to solely assess and recommend the placement of walking paths or recreational trails.

Overview: SDSU Landscape Architecture students and professor(s) will make 2-3 onsite visits to the selected community early winter 2016 to meet with community leaders, gather information, and conduct assessments. Based on community assessments, students will develop recommendations (during spring semester) and return to community late spring to present findings.

Timeline: The successful community will be selected and notified by December 15, 2015. The assessment project period will occur January 2016-May 2016.

SDSU students' final presentation to the selected community will *most likely* occur early May 2016 but final date will be determined by professor(s).

Deliverables to Community: Assessment results, analysis, reports, maps, diagrams, sketches, detailed drawings, and other materials for community to use toward planning and improving the built environment. Completion of assessment also aligns the community in a better position to seek out other available funds to implement recommended plans.

Additional Benefits to Community: Access to a wealth of resources, expertise, and ongoing technical assistance. This assessment provides the catalyst for communities with an interest in implementing active transportation strategies but have lacked the expertise, staffing or information to initiate such assessments. The intent of this technical assistance is to provide the assessment phase of a longer-term community investment in improving active transportation.

Costs: There are no direct financial costs to the selected community, however the community is expected to arrange hosting facilities, provide refreshments and staff/indirect support dedicated to this project. SDSU project expenses will be supported by the SD Department of Health.

Community Specifications and Requirements:

- Submit application and attachments by 12/04/15
- An interest in improving active transportation and the built environment to increase physical activity and improve community viability and vitality
- An ability to pull together and sustain community leaders and stakeholders from several sectors to assist in this effort
- A commitment to complete this project
- An intent to thoughtfully consider the final recommendations as resources and community commitment allows
- Provide meeting facilities for SDSU students and professor(s)
- Ability to complete necessary forms in a timely manner
- Accommodate scheduling needs of students to conduct assessments and present final recommendations
- Assist in the development of a final project report, follow-up, and evaluation needs by communicating successes and overall experiences with SDSU and the SD Department of Health

Deadline: Interested communities should submit via email the **attached two page application plus optional attachments** to **Beth Davis** no later than **December 4, 2015** to be considered for selection. All communities will be notified of selection status by December 15, 2015. Thank you!





2016 Active Transportation Assessment Collaboration

SDSU Landscape Architecture Program, SD Department of Health, and Selected SD Community

**Interested Community Request Application (Page 2 of 2)
Due December 4, 2015**

The following four questions should be answered in narrative format within a maximum of two pages. Additional attachments such as maps, photos, and stakeholder/partner rosters are encouraged. *Your entire application should be no more than 4 pages plus any optional attachments.*

- **Briefly describe why your community is in need of and would benefit from this active transportation assessment project.**
- **Do you have a specific idea or problem in mind for this assessment to address? If so, please explain.**
- **Describe your existing capacity and potential future capacity to implement the proposed final recommendations from SDSU.**
- **List any other recent funding or technical assistance your community has received for similar assessment work or construction projects, and how those projects would enhance or be enhanced by this assessment opportunity.**

For more information, please contact:

Beth A. Davis, Physical Activity Practitioner in Public Health
Physical Activity Coordinator, Nutrition and Physical Activity Program
South Dakota Department of Health
Email: Beth2022@pie.midco.net
Phone: (605) 280-2429

2016 Active Transportation Collaboration

SDSU Landscape Architecture Program, SD Department of Health

Recommendations for improving the built environment conducive to walking, bicycling, equestrian and use of public transit systems within Deadwood were provided in a 1990 Comprehensive Historic Preservation Plan. Over the last two plus decades portions of this master plan have been implemented to improve the active recreation activities of our community; however, the City of Deadwood desires to continue to improve upon the opportunities which are abundant in this area.

Deadwood is located at the beginning of the George S. Mickelson Trail. Recent improvements to this significant resource have included the development of an enhanced trailhead, lighting of the trail through the city limits and an additional pedestrian access bridge. Future activities are being considered as part of a beautification effort at the south gateway to Deadwood as part of the US Highway 85 reconstruction project scheduled in 2015-2016. These activities include additional trail access and green space.

Deadwood is fortunate to have had some active transportation initiatives; however, there is a need to further develop this area. We believe active transportation plans could include enhancing and connecting to the following opportunities to increase physical activity and improve community viability and vitality:

- Incorporating and augmenting the existing public trolley system;
- Creating and interpreting developed or underdeveloped historic sites;
- Creation and designation of urban trails to connect the historic downtown to the Mickelson Trail and the Whitewood Creek trail system;
- Integration of existing parks into an overall system;
- Recognition and protection of the natural stream tributaries as open-space corridors for active recreational opportunities;
- The developments of potential overlook points; and
- The linkage of these features into an overall active transportation master plan.

We will arrange the necessary facilities and provide staff as well as indirect support to this project. Our community has been able to pull together community leaders and stakeholders from several sectors during recent revitalization meetings. Furthermore, these meetings have defined an additional need for recreation and active transportation initiatives.

Deadwood understands improving a built environment that is conducive to active transportation also improves community aesthetics, enhances the economy, and enriches the quality of life. Deadwood is committed to a successful partnership if selected as the 2016 Active Transportation Collaboration community.

2016 Active Transportation Assessment Collaboration

SDSU Landscape Architecture Program, SD Department of Health, and Selected SD Community

Interested Community Request Application (Page 1 of 2)
Due December 4, 2015

Name of Community: **City of Deadwood**

2010 Population of Community: **1,270**

Distance from Brookings (all submissions welcome): **429**

Joint community application – indicate YES or NO. If YES, list both communities: **No**

Identify specific neighborhood(s) or area(s) of community to be addressed by this assessment: **Bicycle/Shared Roadway Downtown Deadwood**

Community Contact Name: **Chuck Turbiville**

Your Role in Community per this Application: **Community Supporter**

Organization/Title: **Mayor, City of Deadwood**

Address: **108 Sherman Street, Deadwood SD 57732**

Phone: **605-578-2082**

Alternate Phone: **605-920-1657**

Email: **mayor@cityofdeadwood.com**

City Website: **cityofdeadwood.com**

Potential Community Partners/Stakeholders:

**City of Deadwood, Deadwood Historic Preservation Commission,
Deadwood Chamber of Commerce, SD Game, Fish and Parks, Deadwood
History Inc.**

11-16-15
8A

NOTICE OF PUBLIC HEARING RELATED TO A
RESOLUTION OF INTENT TO ANNEX REAL PROPERTY
IN TERRITORY LYING CONTIGUOUS TO
THE PRESENT CORPORATE LIMITS OF THE
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

A Voluntary Petition for Annexation has been presented to the Deadwood City Commission on October 5, 2015.

A public hearing of the Deadwood City Commission shall be held at Deadwood City Hall Deadwood, 102 Sherman Street, Deadwood, South Dakota, on November 16, 2015 at 5:00 p.m., to consider and take public comment relating to the Resolution of Intent to Annex Real Property in Territory Lying Contiguous to the Present Corporate Limits of the City of Deadwood.

A copy of said Petition for Annexation is available for review at the City Finance Office at the City of Deadwood.

The Deadwood City Commission shall take comments from all interested persons related to the annexation of real property into the City of Deadwood and the Resolution of Intent to Annex Property in Territory Lying Contiguous to the Present City Limits of the City of Deadwood, Lawrence County, South Dakota.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: November 5, 2015

For any public notice that is published one time:

Published once at the approximate cost of _____.

ANNEXATION AND DEVELOPMENT AGREEMENT

This Agreement made effective the ____ day of October, 2015, by and between the City of Deadwood, a South Dakota municipality of 102 Sherman Street, County of Lawrence, State of South Dakota, hereinafter referred to as "CITY", Ruth Family Trust, Ole and Lena Group, LLC, and Broken Boot Inc., hereinafter referred to collectively as PETITIONERS.

RECITALS

PETITIONERS have petitioned and requested that CITY annex their properties into the CITY limits pursuant to SDCL 9-4-1 et. al.; and

CITY is authorized to enter into an ANNEXATION and DEVELOPMENT agreement with PETITIONERS pursuant to SDCL 9-4.1.1, which agreement specifies the conditions under which PETITIONERS property is annexed; and

PETITIONERS property is to be zoned Highway Commercial following annexation; and

CITY will provide certain services as set forth in this Agreement.

WHEREFORE IT IS AGREED AS FOLLOWS:

- 1) CITY shall take all necessary steps to timely annex PETITIONERS properties into the CITY limits.
- 2) The property annexed shall be zoned as follows: Commercial Highway District pursuant to Chapter 17.40 of the Code of Ordinances of the City of Deadwood, South Dakota, 2003, and as later amended.
- 3) CITY is not obligated to provide services to PETITIONERS properties except police and fire protection, garbage collection and a Trolley Stop at KOA (May 1 to October 1) and any other services mutually agreed to in writing by the parties.

4) This Agreement is governed by, construed and enforced according to the laws of South Dakota.

5) This Agreement shall constitute the entire Agreement between and among the parties and any prior understandings or representations of any kind preceding this Agreement shall not be binding upon any party except to the extent incorporated herein.

6) Any modification of this Agreement shall be binding only if evidenced in writing signed to by each party or representative of a party.

IN WITNESS WHEREOF, each party to this agreement has executed the same.

City of Deadwood:

By: Charles Turbiville, Mayor

ATTEST:

Finance Officer

Petitioners:

Owner/Petitioner/Representative
Ruth Family Trust

Owner/Petitioner/Representative
Ole and Lena Group, LLC, a South Dakota
Limited Liability Company

Owner/Petitioner/Representative
Broken Boot Mine, Inc., a South Dakota Non-
profit Corporation

RESOLUTION 2015- 17
TO ANNEX REAL PROPERTY

WHEREAS, a petition has been filed with the City of Deadwood, Lawrence County, South Dakota in the form and manner required by law, requesting the voluntary annexation of certain real property pursuant to SDCL 9-4-1 and legally described as follows:

Real Property owned by Ruth Family Trust:

Lot 2, being a portion of Mineral Survey 733, located in the NE1/4 NE1/4 of Section 28, T5N, R3E, BHM, Lawrence County, South Dakota, all as shown on that certain plat recorded in the office of the Lawrence County Register of Deeds as Plat Document Number 2003-7006 and comprising .21 acres, more or less.

Lot A of MS 601, located in Section 28, T5N, R3E, BHM, Lawrence County, South Dakota.

Lot A of Placer Mining Claim designated by the Surveyor General as Lot No. 108, as shown by "Plat of subdivision of Placer No. 108, near Gayville, South Dakota:" made by Lyle G. Warren, Registered Land Surveyor, under the date of February 2, 1955, which plat is now on file in the office of the Register of Deeds of said Lawrence County. Said Lot A of Placer No. 108, contains 1.14 Acres, more or less.

Real Property owned by Ole and Lena Group, LLC, a South Dakota Limited Liability Company:

Mineral Survey #601, Less lot A of MS 601, located in Section 28, T5N, R3E, BHM, Lawrence County, South Dakota as set out in Plat Book 5, Page 71, in the office of the Lawrence County Register of Deeds, Lawrence County, South Dakota;

-and-

Lot 1A of Lot A of M.S. 108, as set out in Plat Book 5, Page 71, in the office of the Lawrence County Register of Deeds Lawrence County, South Dakota.

Real Property owned by Broken Boot Mine Inc.:

The Gottland and Gottland Fraction, Mineral Survey 1562, located in Sections 22 and 27, Township 5 North, Range 3 East, Black Hills Meridian, Lawrence County, South Dakota, comprising 15.62 acres, more or less, less any and all encumbrances and easements of record; and

The Bergen and Bergen Fraction, Mineral Survey 1940, located in Sections 22 and 27, Township 5 North, Range 3 East, Black Hills Meridian, Lawrence County, South Dakota, comprising 19.02 acres, more or less, less any and all encumbrances and easements of record.

All located in Lawrence County, South Dakota as shown on Exhibit A attached hereto and by such reference incorporated herein.

WHEREAS, it has been determined it would be in the public interest for the City of Deadwood to annex the above-described real property consisting of approximately 56.19 acres for use in the future as residential and commercial development of the City of Deadwood;

WHEREAS, it appears that the Petitioners of the property, which is contiguous to the City of Deadwood, South Dakota and that said Petitioners have voluntarily signed the Petition before the City of Deadwood and that said property should be annexed into the City of Deadwood, South Dakota; now therefore,

BE IT RESOLVED, pursuant to SDCL 9-4-1, by the City of Deadwood, South Dakota, that the above-described real estate, which is contiguous to the boundaries of the City of Deadwood, and the same is hereby annexed into the City of Deadwood.

BE IT FURTHER AND FINALLY RESOLVED that the Annexation and Development Agreement of this same date entered into by and between Petitioners and the City of City of Deadwood is incorporated herein and by this express reference made a part hereof as though it was set out in its entirety.

Dated this 16th day of November, 2015.

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Finance Officer

11-6-15
JB

NOTICE OF PUBLIC HEARING

MARDI GRAS EVENT RELAXATION OF OPEN CONTAINER ORDINANCE, STREET CLOSURE, AND WAIVER OF FEE

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on November 16, 2015 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Friday January 29, 2016: Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to Sherman Street from 5:00 p.m. to 10:00 p.m.

Saturday January 30, 2016: Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to Sherman Street from 12:00 p.m. to 10:00 p.m.

Street Closure:

Saturday January 30, 2016: Main Street closure from Four Aces to the Masonic Temple from 6:45 p.m. to 8:00 p.m. or until parade ends.


Request to Waive Banner Fee:

For Parade on Saturday January 30, 2016.

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

Dated this 2nd day of November, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer, November 5, 2015

For any public notice that is published one time:

Published once at the total approximate cost of _____.

11-16-15
8C

MEMORANDUM

TO: City of Deadwood

FROM: Quentin L. Riggins *QLR*
City Attorney

DATE: November 5, 2015

RE: Parking Lease Agreement with Silverado

GPNA FILE NO. 07857.0003

Attached is a revised Motor Vehicle Parking Lease Agreement with Silverado as well as notices terminating the leases on December 31, 2015. Because of the nature of the last meeting wherein a decision was made to lease the parking spaces to the Silverado rather than to advertise them for public bid, I have also enclosed copies of SDCL § 9-12-5.1; § 9-12-5.2 and a South Dakota Supreme Court opinion *Lowe v. City of Hot Springs*.

SDCL § 9-12-5.1 permits a municipality to lease its municipally owned property for a term and upon conditions provided by resolution of the governing body. SDCL § 9-12-5.2 provides that notice of public hearing is required for the Silverado lease and we will need to adopt a resolution of intent to enter into the lease following a public hearing at the next City Commission meeting.

I have attached the *Lowe* opinion as it clearly shows that municipalities may lease property pursuant to SDCL § 9-12-5.1; § 9-12-5.2 with the need for compliance with South Dakota bid laws.

QLR:ath

South Dakota Cases
Printed from Dakota Disc

Lowe v. City of Hot Springs, 2015 S.D. 3

NICK J. LOWE,
and CROELL REDI-MIX, Inc., an Iowa corporation,
Plaintiffs and Appellants,
v.
CITY OF HOT SPRINGS,
a South Dakota municipal corporation
and PETE LIEN & SONS, INC., a South Dakota corporation,
Defendants and Appellees.
[2015 S.D. 3]

South Dakota Supreme Court
Appeal from the Seventh Judicial Circuit, Fall River County, SD
HON. ROBERT A. MANDEL, Judge
#27077-a-SLZ

THOMAS E. BRADY of
Brady & Pluimer, PC
Spearfish, South Dakota
Attorneys for plaintiffs and appellants.

DONALD P. KNUDSEN of
Gunderson, Palmer, Nelson
& Ashmore, LLP
Rapid City, SD
Attorneys for defendant and
appellee City of Hot Springs.

LARRY M. VON WALD
JESSICA L. LARSON of
Beardsley, Jensen & Von Wald, LLC
Rapid City, SD
Attorneys for defendant and
appellees Pete Lien & Sons, Inc.

Considered on Briefs on January 12, 2015; Opinion Filed Jan. 28, 2015

ZINTER, Justice

[¶1] The City of Hot Springs (the City) requested proposals from private entities interested in using real property that belonged to the City. Pete Lien & Sons, Inc. (Lien) and Croell Redi-Mix (Croell) both submitted proposals to lease the property on various terms and conditions. Lien's proposal was accepted, and a final agreement was negotiated. Croell subsequently sued to require the City to reject all proposals and restart the process. Croell contended that the City failed to adhere to the statutory requirements that municipalities must follow in contracting for the procurement of services. Lien and the City contended that service procurement statutes did not apply because the City was leasing its real property. The circuit court granted summary judgment to Lien and the City, and Croell appeals. We affirm.

Facts and Procedural History

[¶2] The City owned 517.2 acres of land adjacent to the City's airport. The City had been leasing the property for agricultural purposes. It had also been using the property for the disposal of "sludge" from its waste water treatment facility. On January 8, 2013, the City published a request for competitive sealed proposals (RFP) for continued utilization of the property. The RFP had five options.

[¶3] Option 1 contemplated a lease for agricultural crop production. The option stated that "[t]he term of the lease [was] subject to negotiation[.]" Proposals under Option 1 were also to "include a written statement concerning the intentions of the Lessee on the disposal of the sewer sludge on the real property covered by this Lease."

[¶4] Option 2 contemplated a lease for removal of sand and gravel from the property. The option stated that the proposal was for "the lease of real property for the purpose of extracting sand and gravel" with "[t]he term of the lease . . . subject to negotiation." The option also stated that the mineral extraction plan "[would] be coordinated with the Lessee."

[¶5] Option 3 involved the purchase and disposal of sludge from the City's waste water treatment facility. This option contemplated "the sale of sewer sludge to be applied to eligible farm land in the area."

[¶6] Option 4 was open ended. It contemplated uses of the property other than those described in Options 1, 2, and 3. The option stated: "The proposal must give a brief description of the activity and the amount of the annual payment to the City of Hot Springs. The term of the property lease [was] negotiable."

[¶7] Option 5 was for any combination of Options 1, 2, 3, and 4. Therefore, it "allow[ed] a potential lessee to raise crops, extract sand and gravel, apply sewer sludge or do something else on the property or any combination of activities." Again, "[t]he term of the lease for the real property [was] subject to negotiation[.]"

[¶8] Both Lien and Croell submitted proposals. Lien offered to lease the property for \$1,000,000 (\$100,000 per year for ten years) to extract sand and gravel under Option 2. In addition, Lien offered a combination proposal under Option 5. Lien "propose[d] a revenue share program with the City of Hot Springs" for the crops produced under Option 1. Lien also offered "to assist the City in finding properties to expand lagoons to facilitate the sale and disposal of sewer sludge under Option 3." And Lien offered to assist the City "with the selected multi-use option of choice proposed under Option 4."

[¶9] Croell's proposal involved an "offer[] to purchase or enter into a long-term lease with the City . . . for \$500,000" under Options 2 and 3. Croell also offered to deed back the property and an existing gravel pit (approximately 163 acres) after gravel extraction was completed. Croell further indicated that it "would allow the City . . . to continue to spread the bio solids produced from their waste water treatment facility as well as give the City . . . use of [their] 24 acre accessible agricultural property for spreading bio-solids." Croell indicated that the "[t]erms of [its] proposed lease agreement [were] negotiable."

[¶10] The City reviewed the submissions and accepted Lien's proposal, contingent on negotiating a final contract. On September 9, 2013, the City published legal notice that it intended to lease the property to Lien and that issue would be considered at a public hearing on October 7, 2013. During the October 7 hearing, the City adopted a resolution declaring its intent to enter into an agreement with Lien for the purpose of leasing the property for mining.

[¶11] A final contract was subsequently negotiated. Under the contract, Lien agreed to lease the property for \$1,000,000 over ten years for sand and gravel extraction; Lien was to pay the City 100% of the net income from farming operations; and, Lien agreed to make its property available to the City for the deposit of biosolids if the City needed additional acreage. The contract also included an alternative agreement to either enter into a separate land exchange agreement to transfer land to the City to address the City's need for additional sewage sludge and lagoon expansion or Lien would pay the City a \$150,000 donation. {fn1}(1)

[¶12] Croell and Nick Lowe (a citizen, resident, and taxpayer) (both parties are hereinafter referred to as "Croell") subsequently commenced this action seeking declaratory and injunctive relief to require the City to reject all proposals and restart the RFP process. Both Croell and Lien moved for summary judgment. Croell argued that the contract involved the procurement of services and that the City had not followed the services procurement requirements of SDCL

5-18A-6 and SDCL 5-18A-7. Lien argued that the contract was for the lease of real property, which was not governed by those statutes. Lien also argued that the City had complied with the municipal lease requirements of SDCL 9-12-5.1 and SDCL 9-12-5.2.

[¶13] There is no dispute that the City did not follow the service procurement statutes, but it did follow the lease statutes. Therefore, the issue on appeal is whether the City's RFP and subsequent contract with Lien involved the procurement of services or a lease of the City's property.{fn2}(2)

Decision

[¶14] Croell argues that the RFP and contract involved the procurement of services. Croell points out that the contract required Lien to use "every effort" to farm the leased premises. Croell also points out that the contract required Lien to provide property for sewer sludge and lagoon expansion or donate \$150,000 if there was not a land exchange, and Lien agreed to make its property available for sewer sludge deposit if necessary. Croell argues that these lease provisions involved the procurement of "services" by the City. Therefore, Croell contends that SDCL 5-18A-3{fn3}(3) mandated certain procedures for competitive sealed proposals. Croell specifically contends that the City was required to follow the service procurement requirements of SDCL 5-18A-7.{fn4}(4) We disagree.

[¶15] Although cities are required to follow those statutes when procuring services, other statutes govern a city's lease of its municipal property. SDCL 9-12-5.1 specifically authorizes a lease of municipal property on conditions: "Every municipality may lease its municipally-owned property. Any such lease shall be for a term and upon the conditions provided by resolution of the governing body." SDCL 9-12-5.2 contains the requirements for entering into such leases.

If the governing body decides to lease any municipally owned property to any private person for a term exceeding one hundred twenty days and for an amount exceeding five hundred dollars annual value it shall adopt a resolution of intent to enter into such lease and fix a time and place for public hearing on the adoption of the resolution. Notice of the hearing shall be published in the official newspaper once, at least ten days prior to the hearing. Following the hearing the governing body may proceed to authorize the lease upon the terms and conditions it determines.

Id.

[¶16] In this case the City leased its real property to Lien on numerous "conditions." See SDCL 9-12-5.1. The City also complied with the procedural requirements of SDCL 9-12-5.2. The City adopted a resolution declaring its intent to enter into the lease agreement with Lien, it

fixed a time and place for a public hearing on the adoption of the resolution, it published a notice of the hearing more than ten days before the hearing, and it authorized the lease by a majority vote during the October 7 hearing.

[¶17] Nevertheless, Croell contends that the service procurement requirements in SDCL chapter 5-18A applied. SDCL 5-18A-1(3) limits the application of those requirements to "any type of agreement . . . for the procurement of supplies, services, or construction[.]" SDCL 5-18A-1(28) defines services as "furnishing of labor, time, or effort by a contractor . . . [.]". Croell points out that the lease in this case required Lien to use its "efforts" with respect to certain matters like farming the property and providing other property for sewage sludge disposal. However, these conditions of the lease did not change the contract from a lease of the City's property into a contract for the procurement of services.

[¶18] The terms requiring Lien's efforts were all integrally related to the City's historical use of its real property. Additionally, the transaction involved a bona fide lease. The City paid no monetary compensation for Lien's "efforts." Instead, the City was to receive \$1,000,000 for leasing the property for sand and gravel extraction, and the City was to receive 100% of the profits from farming the property. Concededly, Lien also agreed to make property available for the deposit of biosolids if the City needed additional acreage. And there was an alternative agreement to either enter into a separate contract for a land exchange to transfer land to the City if there was a need for additional land for sewage sludge and lagoon expansion or Lien was required to pay the City \$150,000. But such conditions were authorized by SDCL 9-12-5.1, and there is no suggestion on this record that the lease was a subterfuge for procuring services. The final contract provided that it "fix[ed] the terms and conditions under which the City agree[d] to lease to [Lien] and [Lien] agree[d] to lease from the City" the property.

[¶19] Nevertheless, Croell argues that the contract involved the procurement of services because the city utilized the "RFP process," which is referenced in SDCL chapter 5-18A. However, an examination of the RFP does not support Croell's argument. As previously noted, the RFP indicated that the City was leasing land, not procuring services. Option 1 was for the "Lease of Real Property for Agricultural Production." Option 2 contemplated the lease of the property for the purpose of extracting sand and gravel. It specifically noted that the manner of mineral extraction would be coordinated with the "lessee." Option 4 required the proposals to include the amount of the annual payments that would be made to (not by) the City. And Options 1, 2, 4, and 5 indicated that the terms of the "lease" were open for negotiation. Thus, the RFP itself indicated that the City was not seeking to procure services. It was seeking proposals to lease its real property on certain conditions. Indeed, Croell's own proposal in response to the RFP was for the "lease" of the airport property on various conditions. {fn5}(5)

[¶20] Cities have authority to lease municipal property on conditions pursuant to SDCL

Endnotes

1 (Popup - Footnote)

1. Because the contract was subject to approval by the Federal Aviation Administration, the contract had not been executed at the time of the circuit court's decision.

2 (Popup - Footnote)

2. "The standard of review for summary judgment is well settled." *Brandt v. Cnty. of Pennington*, 2013 S.D. 22, ¶ 7, 827 N.W.2d 871, 874.

We must determine whether the moving party demonstrated the absence of any genuine issue of material fact and showed entitlement to judgment on the merits as a matter of law. The evidence must be viewed most favorably to the nonmoving party and reasonable doubts should be resolved against the moving party. The nonmoving party, however, must present specific facts showing that a genuine, material issue for trial exists. Our task on appeal is to determine only whether a genuine issue of material fact exists and whether the law was correctly applied. If there exists any basis which supports the ruling of the trial court, affirmance of a summary judgment is proper.

Id. (quoting *Jacobson v. Leisinger*, 2008 S.D. 19, ¶ 24, 746 N.W.2d 739, 745). "The circuit court's conclusions of law are reviewed de novo." *Tolle v. Lev*, 2011 S.D. 65, ¶ 11, 804 N.W.2d 440, 444 (quoting *Johnson v. Sellers*, 2011 S.D. 24, ¶ 11, 798 N.W.2d 690, 694).

3 (Popup - Footnote)

3. SDCL 5-18A-3 provides in relevant part: "[E]ach contract for supplies, services, and construction shall be awarded by . . . [c]ompetitive sealed proposals as provided in §§ 5-18A-6 and 5-18A-7[.]"

4 (Popup - Footnote)

4. Croell argues that the City violated subsections (1), (5), and (6) of SDCL 5-18A-7, which provide in relevant part:

The procedures for issuing a contract through competitive sealed proposals are as follows:

(1) The proposals shall be solicited through a request for proposals. The request for proposals shall state the relative importance of price and other factors, if any;

...

(5) . . . Each offeror shall be accorded fair and equal treatment with respect to

any opportunity for discussion and revision of a proposal. A revision may be permitted after a submission and prior to an award for the purpose of obtaining the best and final offer. . . . [;]

(6) An award shall be made to the responsible offeror whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to the purchasing agency taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria may be used in the evaluation. . . .

Because we determine that the agreement between the City and Lien was not one for the procurement of "services," but rather for the lease of municipal property, we do not address Croell's alleged violations of SDCL 5-18A-7.

5 (Popup - Footnote)

5. Croell's reliance on *State, Dep't of Lottery v. Gtech Corp.*, 816 So. 2d 648, 649 (Fla. Dist. Ct. App. 2001), is misplaced. *Gtech* did not involve the lease of real property. It involved proposals to implement and operate a state on-line lottery system. *Id.* at 649. Thus, *Gtech* did not consider the issue in this case: whether the agreement involved a contract to procure services or a lease of a public entity's property.

9-12-5.1 Lease of municipally-owned property--Term and conditions.

9-12-5.1. Lease of municipally-owned property--Term and conditions. Every municipality may lease its municipally-owned property. Any such lease shall be for a term and upon the conditions provided by resolution of the governing body.

Source:(1)

9-12-5.2 Lease to private person--Resolution of intent--Notice and hearing--Authorization.

9-12-5.2. Lease to private person--Resolution of intent--Notice and hearing--Authorization. If the governing body decides to lease any municipally owned property to any private person for a term exceeding one hundred twenty days and for an amount exceeding five hundred dollars annual value it shall adopt a resolution of intent to enter into such lease and fix a time and place for public hearing on the adoption of the resolution. Notice of the hearing shall be published in the official newspaper once, at least ten days prior to the hearing. Following the hearing the governing body may proceed to authorize the lease upon the terms and conditions it determines.

Source:(2)

NOTICE OF TERMINATION OF LEASE

TO: SILVERADO
709 MAIN STREET
DEADWOOD, SD 57732

The Motor Vehicle Parking Lease Agreement with the City of Deadwood for parking spaces at the City Parking Lot located at Lot A, Block 20 of the Original Townsite, City of Deadwood, expired under its terms on March 30, 2015. Silverado has been continuing to lease these spaces on a month to month basis. You are hereby notified that the City intends to terminate the lease in all respects on December 31, 2015.

Dated this ____ day of November, 2015.

By: _____
Quentin L. Riggins
Attorney
City of Deadwood
102 Sherman Street
Deadwood, SD 57732

NOTICE OF TERMINATION OF LEASE

TO: FIRST INTERSTATE BANK, f/k/a FIRST WESTERN BANK
696 MAIN STREET
DEADWOOD, SD 57732

The Motor Vehicle Parking Lease Agreement with the City of Deadwood for parking spaces at the City Parking Lot located at Lot A, Block 20 of the Original Townsite, City of Deadwood, expired under its terms on March 31, 2012. First Interstate Bank has been continuing to lease these spaces on a month to month basis. You are hereby notified that the City intends to terminate the lease in all respects on December 31, 2015.

Dated this ____ day of November, 2015.

By: _____
Quentin L. Riggins
Attorney
City of Deadwood
102 Sherman Street
Deadwood, SD 57732

9-12-5.1 Lease of municipally-owned property--Term and conditions.

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Source:(2)

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: _____

11-16-15
10 A

ORDINANCE NO. 1235

**AN ORDINANCE CONTINUING
BUSINESS IMPROVEMENT DISTRICTS NOS. 1, 2, 3, 4, 5 and 6
WITHIN THE CITY OF DEADWOOD AND
ESTABLISHING ASSESSMENTS FOR 2016**

BE IT ORDAINED by the City of Deadwood, South Dakota, as follows:

SECTION I: There has been previously created, pursuant to SDCL Chapter 9-55, as amended, six (6) business improvement districts within the City of Deadwood, South Dakota, which districts have been known as Business Improvement District No. 1, Business Improvement District No. 2, Business Improvement District No. 3, Business Improvement District No. 4, Business Improvement District No. 5 and Business Improvement District No. 6; and the City Commission of the City of Deadwood, having adopted a RESOLUTION OF INTENT TO CONTINUE NEW BUSINESS DISTRICTS, ESTABLISH THE LEVY OF THE BUSINESS OCCUPATION TAX, AND ESTABLISH RATES FOR 2016 FOR BUSINESS IMPROVEMENT DISTRICTS on the 21st day of September, 2015 and having given notice as required by South Dakota law of a hearing on said Resolution of Intent and holding such hearing the 2nd day of November, 2015; and

SECTION II: A public hearing on the RESOLUTION OF INTENT TO CONTINUE NEW BUSINESS DISTRICTS, ESTABLISH THE LEVY OF THE BUSINESS OCCUPATION TAX, AND ESTABLISH RATES FOR 2016 FOR BUSINESS IMPROVEMENT DISTRICTS was held on the 2nd day of November, 2015, at 5:00 p.m., at the City Commission meeting room located at 102 Sherman Street, Deadwood, South Dakota; and as a result of said hearing the Resolution of Intent adopted September 21, 2015 was approved by the City Commission of the City of Deadwood.

SECTION III: The estimated revenues to be raised and previous revenues to be carried forward by the Business Improvement Districts in 2016 are \$604,485.00 and the estimated costs for activities and promotions within the Business Improvement Districts are as follows:

Business Improvement Districts Nos. 1, 2, 3, 4, 5 and 6:

Administrative and Legal Expenses	\$ 16,108.00
Deadwood Chamber of Commerce and Visitors' Bureau - Marketing	\$ 572,269.00
Contingency	\$ 16,108.00
TOTAL	<u>\$ 604,485.00</u>

SECTION IV: A description of the boundaries for each of the districts shall be as follows:

Business Improvement District No. 1: All hotels, motels, lodging establishments and gaming establishments located on both sides of Main Street between and including 607 Main Street to 709 Main Street.

Business Improvement District No. 2: All other hotels, motels and lodging establishments located within the City of Deadwood in which gaming devices are located, and affiliated with or connected to or have common ownership with any gaming establishment or property and the following additional properties:

555 Main Street	Tin Lizzie
560 Main Street	Deadwood Gulch Saloon
27 Deadwood	Deadwood Iron Horse Inn

Business Improvement District No. 3: All hotels, motels, lodging establishments, and bed and breakfast establishments within the City of Deadwood which do not have gaming devices.

Business Improvement District No. 4: All gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including the businesses existing on the date of this ordinance, and any future similar businesses meeting the same criteria. This includes the following properties:

658 Main	-	Buffalo/Bodega
635 Main	-	Bullock Hospitality
360 Main	-	Cadillac Jacks
625 Main	-	Celebrity Hotel
304 Cliff	-	Deadwood Gulch Gaming Resort
560 Main	-	Deadwood Gulch Saloon
1906 Deadwood Mountain	-	Deadwood Mountain Grand
270 Main	-	First Gold
688 Main	-	Gold Dust Gaming
663 Main	-	Gold Dust Lodging/Holiday Inn Express
685 Main	-	Hickok's Saloon

100 Pine Crest Lane	-	Lodge at Deadwood
677 Main	-	Midnight Star
605 Main	-	Mineral Palace
709 Main	-	Silverado/Franklin
196 Cliff	-	Super 8 Lodge
531-541 Main	-	Tin Lizzie Gaming Resort
9 Lee	-	Wooden Nickel/Martin Mason

Business Improvement District No. 5:

10 Pine Street VFW

Business Improvement District No. 6:

City Slot Machines locations at the following businesses:

360 Main Street	Cadillac Jacks
250 Main Street	First Gold
100 Pine Crest Ln	Lodge at Deadwood
607 Main Street	Silverado/Franklin
557 Main Street	Tin Lizzies

SECTION V: The purpose of the six Business Improvement Districts is to provide funds for the purposes set forth in Section III.

SECTION VI: The general business tax shall be imposed upon all gaming businesses containing gaming devices located within the six districts licensed by the South Dakota Commission on Gaming, all hotels, motels or other businesses offering lodging accommodations within the city for periods of less than twenty-eight (28) consecutive days, bed and breakfast lodging units, and all businesses containing video lottery machines licensed by the South Dakota Video Lottery Commission located within the six (6) districts.

SECTION VII: The imposition of the General Occupation Tax for the six Districts for 2014 shall be as follows:

A. District No. 1: Tax at the rate of \$100.00 per year or \$5.50 per year per square foot for 20 square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal five cent machines. Motels, hotels and bed and breakfast establishments shall pay \$50.00 per year per room or \$.2165 per square foot per motel, hotel, or bed and breakfast lodging units using 300 square feet for each room.

B. District No. 2: Tax at the rate of \$100.00 per year or \$5.00 per year per square foot for 20 square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal five cent machines. Motels, hotels, and bed and breakfast establishments shall pay \$50.00 per year per room or \$.166 per square foot per motel, hotel, or bed and breakfast lodging units using 300 square feet for each room.

C. District No. 3: Motels, hotels, and bed and breakfast establishments shall pay \$35.00 per year per room or \$.1166 per square foot per year per motel, hotel, or bed and breakfast lodging unit using 300 square feet for each room.

District No. 4: Tax at the rate of \$25.00 per year or \$1.25 per square foot on 20 square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal slot machines which shall be applied to all gaming devices located in a business with common or unrestricted access within the business premises, excepting the first fifty (50) such gaming devices, including the following businesses existing as of the date of this ordinance, and any future similar businesses meeting the same criteria.

D: District No. 5: Tax at the rate of \$50.00 per year or \$2.50 per square foot on 20 square feet for each gaming device, slot machine, 21 table or poker table, or video lottery machine, excepting municipal slot machines.

E. District No. 6: A tax at the rate of \$2,000.00 per year or \$100.00 per square foot for twenty square feet for each city or municipal slot machines located at the following businesses:

Cadillac Jack's	360 Main Street
First Gold	250 Main Street
Lodge At Deadwood	100 Pine Crest Lane
Silverado/Franklin	607 Main Street
Tin Lizzie's	557 Main Street

SECTION VIII: Assessments as set forth above shall be determined by the number of games and video lottery machines licensed by the South Dakota Commission on Gaming and the South Dakota Lottery Commission as of the 1st day of January, 2016, for the first six (6) months of 2016; and as of the 1st day of July, 2016 for the second six (6) months of 2016; with

adjustments to be made for licenses added or deleted on the 1st day of the month following the addition or deletion.

SECTION IX: Assessments shall be billed and collected monthly by the City Finance Officer with the annual assessment to be paid in monthly installments due on the 10th day of each month beginning with the 10th day of January, 2016, and like installments due on the 10th day of each following month through January 10, 2017.

SECTION X: All assessments shall be due and payable on or before the 10th day of the month following the month for which the assessment is due. All amounts not paid by the due date will be charged a late fee in the amount of fifteen percent (15%) of the amount due which shall be added to all past due charges. Failure to pay such tax and fees shall also constitute a violation of this Ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500.00), to be paid to the City of Deadwood. Additionally, any person, partnership or corporation whose duty is made by this chapter to pay any license tax and who does not pay the same shall be liable for an action for the recovery of the amount of such license tax, provided such remedy shall not be deemed as being concurrent with other remedies herein provided. An unpaid balance under this Ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. In the event legal action is required to collect delinquent assessments, the establishment failing to pay will be responsible for and pay all attorney's fees and costs incurred by the City in collecting the unpaid tax. The Finance Officer shall certify all unpaid amounts or balances to the County Treasurer for collection in the same manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this Ordinance including failure to pay assessment, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

SECTION XI: The Business Improvement Districts have been established pursuant to the provisions of SDCL 9-55 as amended.

SECTION XII: The business occupation tax as stated above is hereby imposed upon the above-described businesses within the six (6) Business Improvement Districts, which tax shall be due and payable as set forth above. It is hereby made the obligation and duty of every person,

partnership, firm or corporation engaged in any business or occupation within the limits of the taxing districts as provided, on which a business occupation tax is levied by this Ordinance, to pay said tax at the times provided for payment of the same herein.

SECTION XIII: The City Finance Officer of the City of Deadwood is directed to prepare and publish a Notice of Levy of the general business occupation tax, with such notice to be published pursuant to SDCL 9-55-13. A hearing shall be held upon the general business occupation tax levy on the 7th day of December, 2015, at 5:00 p.m., at the City Commission chambers located at 102 Sherman Street in the City of Deadwood, South Dakota, to hear any objections or protests by businesses and users of space upon which the occupation tax is imposed.

SECTION XIV: Should any section, clause or provision of this Ordinance be declared by any court of competent jurisdiction to be invalid, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Dated this 2nd day of November, 2015.

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST

Mary Jo Nelson, City Finance Officer

First Reading: November 2, 2015
Second Reading: November 16, 2015
Published:
Effective:

11-16-15
10B

**ORDINANCE NO. 1236
AN ORDINANCE CONTINUING
BUSINESS IMPROVEMENT DISTRICT NO. 7 OF THE
CITY OF DEADWOOD, SOUTH DAKOTA**

BE IT ORDAINED by the City of Deadwood, South Dakota;

SECTION 1: Pursuant to SDCL 9-55 Business Improvement District No. 7 of the City of Deadwood, South Dakota, was created in 2005.

SECTION 2: Business Improvement District No. 7 shall have the following boundaries, but excluding any bed and breakfast establishments:

Best Western Hickok House	137 Charles Street
Black Hills Inn and Suites	Highway 385 South
Branch House	37 Sherman Street
Bullock I, II, III	635 Main Street
Butch Cassidy Inn and Suites	57 Sherman
Cadillac Jack's	360 Main Street
Cedarwood Inn	103 Charles Street
Celebrity Hotel	625 Main Street
Comfort Inn/Gulches of Fun	225 Cliff Street
Deadwood Dicks Suites	51 Sherman Street
Deadwood Hospitality Resorts LLC	304 Cliff Street
Deadwood Mountain Grand	1906 Deadwood Mtn.
Deadwood Station	68 Main Street
First Gold	270 Main Street
Franklin Hotel	700 Main Street
Gold Country Inn	801 Main Street
Hampton Inn	531 Main Street
Hickoks Hotel	685 Main Street
Holiday Inn Express	22 Lee Street
Hotel by Gold Dust	25 Lee Street
Iron Horse	27 Deadwood Street
Lodge at Deadwood	100 Pine Crest
Martin Mason Hotel	37 Sherman
Mineral Palace	605 Main Street
Springhill Suites	360 Main
Super 8	196 Cliff Street
Terrace Motel	250 Main
The Mint	638 Main Street
Thunder Cove Inn	311-315 Cliff Street

All hotels, motels or lodging establishments not in the above list, which are built, constructed or established after the date of the establishment

of Business Improvement District No. 7 shall automatically become a part of the District.

SECTION 3: A Resolution of Intent 2015-14, for the continuation of this district, was approved on the 21st day of September, 2015, and adopted after the public hearing on the 2nd day of November, 2015.

SECTION 4: Business Improvement District No. 7 is created for the purpose of funding a portion or all of the following future proposed public facilities, improvements and activities along with costs of acquisition, construction, maintenance, operation and repair of such improvements, facilities or activities:

Projected revenue (estimated at \$450,000.00) budgeted as follows:

\$ 20,000.00	Legal/Administrative
<u>\$480,000.00</u>	Marketing
\$500,000.00	Total Budget for 2016

SECTION 5: An occupational tax in the amount of Two Dollars (\$2.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments. This occupation tax shall be fair, equitable and uniform as to class. No occupational tax may be imposed on any transient guest who has been offered a room by a lodging establishment on a complimentary basis and no fee or rent was charged for such room. This tax rate shall be subject to establishment and adjustment by the Deadwood City Commission, by resolution upon recommendation from the Board of Business Improvement District No. 7.

SECTION 6: The Deadwood City Finance Officer is authorized and directed, with the advice and recommendations of the Board of Business Improvement District No. 7, to determine and compute the tax in accordance with this ordinance. The occupational tax assessed pursuant to the terms of

this ordinance shall be remitted by the 20th day of each month to the Deadwood City Finance Officer, with the remittance to be for the previous calendar month's tax collections. The City Finance Officer and the Board of Business Improvement District No. 7 or its designee or any person or firm contracted by the City Finance Officer and the Business Improvement District Board shall be entitled to audit the books, ledgers, or franchise reports of any hotel, motel or lodging establishment subject to the terms of this act, including the right to inspect daily reports of such hotels and motels so as to ensure that the occupancy tax assessed by this act is being properly remitted to the City of Deadwood. The City Finance Officer shall be entitled to seek injunctive relief against any hotel, motel or lodging establishment which does not remit the proper amount of tax monies when due, which relief may be in the form of an action requiring the offending hotel or motel owner to allow entry upon their property and access to their records, computers, or books so as to verify that the hotel, motel or lodging establishment is remitting all monies it collects pursuant to this ordinance and the laws of the State of South Dakota. Each hotel, motel or lodging establishment subject to this ordinance shall keep accurate records of amounts collected from transient guests for review by the City Finance Officer or its designee, pursuant to this ordinance.

SECTION 7: All remittances of occupancy tax collected pursuant to this ordinance shall be due and received in the office of the City of Deadwood Finance Officer on or before the 20th day of the month following the month for which the occupancy tax remittances are due. All amounts that are not received on or before the 20th day of the month will be charged a late fee in the amount of ten percent (10%) of the total amount due with minimum fee of \$10.00. Failure to pay such tax shall also constitute a violation of this ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500.00), to be paid to the City of Deadwood. Any unpaid balance

under this ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. The City of Deadwood Finance Officer shall certify all unpaid amounts or balances to the county treasurer for collection in the same manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this ordinance, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

SECTION 8: Nothing within the body of this ordinance shall be construed as limiting of any other rights which the City of Deadwood has, or may pursue in seeking collection of monies received but not paid under the terms of this ordinance. In the event that this tax becomes subject to supervision by the State of South Dakota through the State's Department of Revenue, any rights which Deadwood has herein shall be deemed cumulative to any powers which inure to the benefit of the State.

SECTION 9: In the event of any civil or criminal action being filed seeking collection of any delinquent assessments, the offending hotel, motel or lodging establishment shall be responsible for and pay all attorney's fees and costs incurred by the City of Deadwood in seeking payment under the terms of this ordinance.

SECTION 10: All costs incurred by the City of Deadwood or the City Finance Officer or the Board pursuant to this ordinance shall be paid from occupancy taxes collected under this ordinance.

SECTION 11: Each hotel, motel or lodging establishment shall account for complimentary rooms which are also subject to audit by the City Finance Officer and the Board of Business Improvement District No. 7 or its designee or

contractor with such records to show the basis for offering such room on a complimentary basis.

SECTION 12: The City Finance Officer of the City of Deadwood is directed to prepare and publish a Notice of Levy of the general business occupation tax, with such notice to be published pursuant to SDCL 9-55-13. A hearing shall be held upon the general business occupation tax levy on the 7th day of December, 2015, at 5:00 p.m., at the City Commission chambers located at 102 Sherman Street in the City of Deadwood, South Dakota, to hear any objections or protests by businesses and users of space upon which the occupation tax is imposed.

SECTION 13: Should any section, clause or provision of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part declared to be invalid.

SECTION 14: Any business governed by this ordinance shall sign a sworn statement to be submitted along with the remittance for any tax imposed by this ordinance on or before the 20th day of each month stating as follows:

I declare, under penalty of perjury, that the above accounting of rooms rented is accurate and the tax payment made herein is accurate to the best of my knowledge according to my business records.

Signed _____ Date _____

Title _____

SECTION 15: This ordinance shall be effective on the 1st day of January, 2016 through December 31, 2016.

Dated this 2nd day of November, 2015.

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, City Finance Officer

First Reading: November 2, 2015

Second Reading: November 16, 2015

Published:

Effective:

11-16-15
100

Ordinance #1237

TO AMEND CHAPTER 15.32, ARTICLE II, DISALLOWED SIGNS

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 15.32, Article II be amended as follows:

15.32.130

7. No sign shall have lights or illumination that flashes, moves, rotates, scintillates, blinks, flickers, varies intensity of color or uses intermittent electrical or electronic pulsation; nor shall strings of light bulbs be used in connection with commercial premises for commercial purposes other than traditional holiday decorations. ~~Traditional holiday decorations are associated with Christmas and may be erected no sooner than one week after Thanksgiving and they must be taken down no later than one week after New Year's.~~

Dated this 2nd day of November, 2015

CITY OF DEADWOOD

Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
Finance Officer

First reading: November 2, 2015
Second reading: November 16, 2015
Published: November 19, 2015
Adopted: December 8, 2015

11-16-15 10D

RUBBLE SITE AGREEMENT

This contract made and entered into this 1st day of December, 2015 by and between the City of Deadwood, a political subdivision of the State of South Dakota, the City of Lead, a political subdivision of the State of South Dakota, and Central City, a political subdivision of the State of South Dakota (hereinafter referred to as "CITIES") and Chad Adams (hereinafter referred to as "ADAMS").

1. BASE TERMS:

- a. For the purposes of operating a Type III Solid Waste Disposal Site on behalf of CITIES (hereinafter "rubble site").
- b. The term of this contract shall be for a period of six months from the date set forth above and shall expire on May 31, 2016. CITIES do hereby grant to ADAMS an option to renew the contract for an additional six month period upon ADAMS giving 30 days written notice prior to the end of the original term and each renewal term. The annual renewal rate for each renewal period will be determined, changed or adjusted by mutual agreement, in writing, of the parties. The other terms and conditions of this contract will continue in effect unless changed in writing by agreement of the parties.

At the end of the second 6-month period, the parties have the option of entering into a 3-year agreement by mutual agreement of ADAMS and CITIES. The annual renewal rate to be paid by ADAMS for the 3-year period will be determined, changed or adjusted by mutual agreement, in writing, of the parties. The other terms and conditions of this contract will continue in effect unless modified in writing by agreement of the parties.

In the event the parties are unable to agree on appropriate terms for the renewal period within 15 days of the expiration of the original term, the option to renew will be rescinded.

CITIES shall pay ADAMS Ten Thousand Four Hundred Eighty-five and no/100s Dollars (\$10,485.00) in prepaid fees upon execution of the Agreement (hereinafter "prepaid fees") for the full performance of all terms and conditions of the signed contract. Should CITIES decline to continue this Agreement past the initial six month terms, the sum of Five Thousand Two Hundred Forty-two and 50/100s Dollars (\$5,242.50) shall be returned to CITIES. Should this Agreement be terminated as a result of default by ADAMS, then the prepaid fees paid to ADAMS shall be prorated to the date of termination with \$10,485.00 representing the total yearly fees paid to ADAMS.

2. CITIES' OBLIGATIONS:

- a. CITIES shall inventory the condition of the rubble site on or before November 1, 2015. As part of this inventory, CITIES shall complete a full series of photographs which will be provided to CITIES and ADAMS.
- b. CITIES shall place markers in such a manner as to delineate the existing backfill piles at the rubble site to illustrate the point at which ADAMS begins operation of the rubble site. CITIES shall cover the same with 2-3 feet of fill.
- c. Prior to ADAMS' operation of the rubble site CITIES and ADAMS will agree in writing to additional compensation to be paid to ADAMS by CITIES for disposal of the tire inventory currently located at the rubble site. CITIES and ADAMS will also agree in writing to additional compensation to be paid to CITIES by ADAMS for the existing metal pile inventory at the rubble site.

d. CITIES shall approve any fee rates charged by ADAMS, pursuant to the attached fee schedule. Once set, the fee schedule may not be modified without the consent of CITIES.

e. CITIES assumes hazards of damage or destruction of any of the improvements now on the real property or to be placed thereon. CITIES agrees to maintain and carry at all times fire and extended coverage insurance on all of the structures of the said premises to the full insurable value thereof

3. ADAMS' OBLIGATIONS:

- a. To operate the rubble site in accordance with the terms set forth herein;
- b. To abide by all applicable laws and permit requirements of the operation of a Type III Solid Waste Disposal Site, and ensure that all operations are in compliance with all local, state and federal laws, rules, regulations and permits or leases covering the same. ADAMS shall be available for any inspections by federal, state or local authorities.
- c. ADAMS shall be responsible for disposing of tires including costs of disposal on an annual basis. No tires shall become a permanent part of the rubble site.
- d. ADAMS shall maintain a complete record keeping system, including but not limited to income statements, accounts receivable and daily usage logs. ADAMS shall provide a written quarterly report to CITIES on usage, quantity waste disposal, income and expenses. These records shall also be made available to CITIES as CITIES' request for review.
- e. ADAMS shall provide all necessary equipment for operation and maintenance of the rubble site. ADAMS is responsible for the year-round maintenance of all roads within the rubble site as well as access to and from the rubble site from Yellow Creek Road.

4. MECHANIC'S OR CONSTRUCTION LIENS:

ADAMS shall not subject the rubble site to any mechanics, materialmen or construction liens of any kind unless specifically approved in writing by CITIES.

5. INDEMNIFICATION:

a. During the entire term of the contract, ADAMS shall indemnify and hold harmless CITIES against any and all claims, debts, demands or obligations which may be made against ADAMS or against ADAMS' title in the rubble site arising out of or in connection with any alleged act or admission of ADAMS or any person claiming under, by or through ADAMS.

b. If it becomes necessary for ADAMS to defend any action seeking and imposing liability, ADAMS will pay CITIES all costs of court and attorney fees incurred by CITIES in effecting such defense in addition to any other sums which CITIES may be called upon to pay by reason of the entry of a judgment against ADAMS.

c. This indemnification is applicable only to ADAMS' operation and management of its rubble site, according to all federal, state, and local laws and regulations. ADAMS shall obtain comprehensive general liability insurance to cover the activities of ADAMS undertaken herein with the general limits of said coverage being Two Million and no/100s Dollars (\$2,000,000.00), or a combination of general liability policies totaling Two Million and no/100s Dollars (\$2,000,000.00). CITIES shall be added as an additional insured on said policy(ies) and shall present proof of such insurance to the CITIES.

6. DEFAULT:

a. If at any time a default shall be made by ADAMS in the performance of any obligation of ADAMS herein set forth, then it shall be lawful for CITIES to declare the

contract term ended and to reenter upon the rubble site and take possession of the same under the terms and conditions herein provided.

b. If the default occurs, and if CITIES shall so elect, they may declare this contract term ended by giving ADAMS thirty(30) days' written notice specifying the event causing the default and ADAMS shall have thirty (30) days, after the date of receiving the notice, to cure such default.

c. If not timely cured, this contract shall terminate; if timely cured, this contract shall continue.

7. HOURS OF OPERATION:

a. The rubble site shall be open for use by the public Mondays through Saturdays during regular business hours during the summer months as set forth below and Thursdays through Saturdays during regular business hours during the winter months as set forth below.

b. CITIES and ADAMS may agree to different hours of operation if agreed to in writing by CITIES and ADAMS:

Summer Months	May 1 through September 30	8:00 a.m. to 4:00 p.m.
Winter Months	October 1 through April 30	9:00 a.m. to 4:00 p.m.

8. FREE DUMPING:

Residents of CITIES and of Lawrence County shall be allowed free dumping four times per year:

- a. Near the end of March (free dump weekend);
- b. Mid-May (spring clean-up week);
- c. Late September (free dump weekend), and
- d. Early November (free dump weekend).

9. FEES:

Fees shall be established by contract addendum and agreed to by both CITIES and ADAMS. Tipping fees may be adjusted pursuant to mutual agreements with CITIES and ADAMS, exclusive of these contract terms. CITIES will approve the rate of the fees.

10. SITE USAGE:

CITIES have exclusive rights to harvesting timber, minerals and other rubble site natural resources. ADAMS shall coordinate with CITIES to facilitate these operations as deemed necessary by CITIES.

b. ADAMS may, with the approval of CITIES, engage in other appropriate, lawful and permitted activities for income generation at the rubble site.

c. ADAMS shall ensure the operations of the rubble site are conducted in a safe, efficient and professional manner.

11. TERMINATION:

At the termination of this contract, ADAMS will peaceably and quietly deliver possession of the rubble site to CITIES.

12. QUIET ENJOYMENT:

CITIES covenant and agree with ADAMS that so long as ADAMS keeps and performs all of the covenants and conditions by ADAMS to be kept and performed hereunder, ADAMS and his successors in interest shall have quiet and undisturbed and continued possession of the rubble site, free from any claims by CITIES or any persons or entities claiming thereunder.

13. FORCE-MAJEURE:

In the event that CITIES or ADAMS shall be delayed, hindered in or prevented from the performance or any act required hereunder by reason of strikes, lock-outs, labor troubles,

inability to procure materials, failure of power, restrictive governmental laws or regulations, the act or failure to act of either party for said reason shall be excused for the period of delay necessitated by the above without either party being held accountable for the same.

14. CONSENT NOT TO BE UNREASONABLY WITHHELD:

Whenever the contract requests any consent, permission or approval which may be required or desired by ADAMS pursuant to the provisions hereof.

15. WRITTEN MODIFICATIONS:

No modifications, release, discharge, amendment or waiver of any provisions hereof shall be of an force or effect unless reduced to writing and executed by both parties.

16. LAWS:

The laws of the state of South Dakota in force and effect at the date of the execution of this contract shall govern and control the interpretation and application of this contract except where new laws or regulations mandate a modification to this contract in order to continue to perform the duties and obligations of either party hereunder, which the parties hall not unreasonably withhold consent to such modification pursuant to any new law or regulation mandating the modification hereto.

IN WITNESS WHEREOF, both parties have hereunto set their hands and seals the day and year first above written:

CITY OF DEADWOOD:

By: Charles Turbiville
Its: Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

CITY OF LEAD:

By: Gerald F. Apa
Its: Mayor

ATTEST:

Mike Stahl, City Administrator

CENTRAL CITY:

By: Donovan Renner
Its: President of the Board of Trustees

ATTEST:

_____, _____

Chad Adams

State of South Dakota)
) SS
County of _____)

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

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

(SEAL)

Notary Public
My Commission Expires: _____

FEE SCHEDULE

<u>LOAD AMOUNT</u>	<u>CITIES</u>	<u>OTHERS</u>
Pickup bed up to 3 yds	\$ 10.00	\$ 30.00
Small dump truck; 3-6 yds	\$ 25.00	\$ 50.00
Large dump truck; 12 yds	\$ 50.00	\$100.00
Extra large dump truck; over 12 yds (depending on load)	up to \$100.00	\$100.00 - \$200.00
Double-axle trailer	\$ 25.00	\$ 50.00
Small trailer	\$ 15.00	\$ 30.00
Cars with title (no gas or oil)	Free	Free
Cars without title	\$300.00	\$300.00
CITIES municipal trucks	Free	

TIRES:

Car tires	\$ 3.00	\$ 5.00
Pickup truck tires	\$ 5.00	\$ 10.00
Semi-truck tires	\$ 25.00	\$ 50.00
Tractor/heavy equipment tires	\$ 25.00	\$ 50.00

APPLIANCES:

Refrigerators with freon removed	Free	Free
Refrigerators with freon	\$ 40.00	\$ 40.00
Stoves	Free	Free
Water Heaters	Free	Free

OTHER:*

Cardboard	up to \$25.00	up to \$50.00
Hard plastic	\$5.00 - \$25.00	\$10.00 - \$50.00
Electronics	Free	Free
CRT Electronics (tube T.V.s and monitors)	\$ 5.00	\$ 10.00

(*This only applies if the customer brings it up and doesn't want to haul it back and these items can only go in the specified dumpsters, not in the landfill itself.)

Fill material shall be free

11-16-15
10 F

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 adopted rental and use 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

PROPOSED RESOLUTION TO SET FEES

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

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

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

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

Dated this ~~XXX~~ day of December, 2015.

Charles M. Turbiville
Mayor

ATTEST:

Mary Jo Nelson

Finance Officer

(seal)



To Solve. To Excel. Together.

11-16-15
IDG

November 11, 2015

600 Kansas City Street
Rapid City, SD
57702

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

www.teamtsp.com

Bob Nelson, Jr.
City of Deadwood
102 Sherman St
Deadwood, SD 57732

RE: City of Deadwood – Pluma Area Building Utility Service Design

Dear Mr. Nelson:

Architecture
Engineering
Construction

The following proposal is to provide construction documents for the electrical utility service ties to approximately 5 building that will have new underground services extended to as a result of the utility relocation project.

Scope of Work

We plan to provide the following with this project:

1. Site Investigation and Startup Meeting to identify the work that will be done at each electrical service. This completed by Dave Mattox our Senior Electrical Engineer.
2. Construction Documents – Provide location and description of work that will need to be done to provide service ties to approximately 5 businesses near the south end of the Highway 85 project near Pluma. This work is at each individual business from the end of the underground service work that is being performed for the utility companies to tie into the building. Two houses that are located above the businesses will be tied in by Black Hills Power separately and are not part of this project.
3. Contractor Negotiations- The City of Deadwood will provide the front end documents for the project with TSP providing the technical contract documents. TSP will provide input to the City of Deadwood as needed for the selection of the contractor.
4. Construction Phase Services- Shop drawing review, RFI, and two onsite trips to observe the work performed at each the 5 business locations. One trip during the initial installation and one for finalizing the project.

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

5. Survey of Property Lines- The City will be identify easement locations prior to the installation of the service bores or trenches. If necessary, Arleth Associates will do this on an hourly basis and their fee is not included in this proposal.

Fee

For the above scope of work we propose the following fee:

1. Site Investigation and Startup Meeting- 3hrs.	\$ 435.00
2. CD – Power Design and Drawings-10 hrs.	\$2,150.00
3. Contractor selection/negotiation- 3 hrs.	\$ 435.00
4. Construction Phase Services- 10 hrs.	<u>\$1,450.00</u>
Total	\$4,470.00
5. Reimbursable expenses -- (Estimated)	
TSP	<u>\$ 150.00</u>
Total	\$4,620.00

Reimbursable expenses are additional and will be billed at cost x 1.10.

Please review the information and if approved sign the attached amendment and return one for our records.

Sincerely,



Robert Morcom, P.E.
Principal in Charge/Project Manager

Cc Dave Mattox, PE Electrical Engineer

DEADWOOD

PUBLIC WORKS DEPARTMENT

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

November 16, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Underground Electrical Services

SUMMARY

Part of the Highway 85 Construction project included eliminating most of the utility poles along Charles Street, by having the utility companies run their lines underground. This required new services to the residents and businesses along the route. The utility companies paid for getting their trunk lines underground, however, the cost of the service line work was not their responsibility. The City stepped up and paid to have this completed. Part of that cost was electrical design for changes required to go from overhead to underground on each installation.

At the south end of the project there are 5 businesses that are currently fed overhead. The utility companies are once again willing to put their trunk lines underground. We would then need to have services installed underground to the individual buildings. Our cost to do this is estimated at \$25,000.00. This includes the cost for electrical design services. We have a proposal from TSP, Inc to perform this service for \$4,620.00.

RECOMMENDATION

It is my recommendation that the Commission approve moving ahead with relocating these services underground and allow the Mayor to sign a contract with TSP, Inc. for \$4,620.00 for the electrical design services that are required. To be paid for from Streets Dept. professional services budget.

AGREEMENT BETWEEN
THE CITY OF DEADWOOD
AND TSP, INC.

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and TSP, Inc. with its principal place of business located at 600 Kansas City Street, Rapid City, South Dakota 57702; hereinafter referred to as "TSP."

WHEREAS, TSP; has agreed to provide construction documents for the electrical utility service ties to approximately five buildings in a total amount not to exceed Four Thousand Six Hundred Twenty Dollars and no/100's (\$4,620.00); and

WHEREAS, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which TSP shall provide its services; and

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. TSP shall conduct a site investigation and hold a startup meeting to identify the work that will be done at each electrical service;
3. TSP shall provide location and description of work that will need to be done to provide service ties to approximately five businesses near the south end of the Highway 85 project near Pluma;
4. TSP shall prepare and provide the technical contract documents to the contractor;
5. TSP shall consult with CITY as needed for selection of contractor;
6. TSP shall provide services during the construction phase to include shop drawing review, RFI and two onsite trips, one during the initial installation and one to finalize the project,

7. CITY shall identify easement locations prior to the installation of the service bores or trenches;
8. TSP shall request Arleth Associates to survey the property lines on an hourly basis, whose fee is not included in the total amount;
9. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
10. No further changes or additional work will be approved by the CITY, unless approved in writing by both CITY and TSP;
11. TSP shall perform the work described herein in a qualified workmanlike manner;
12. TSP 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 TSP as set forth in this Agreement;
13. TSP shall comply with all state, federal, and local statutes or ordinances concerning labor laws and building code provisions;
14. TSP shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
15. This Agreement and the rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the state of South Dakota;
16. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to TSP, and
17. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

[signatures and acknowledgments on following page]

Dated this ____ day of _____, 2015.

CITY OF DEADWOOD

By: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

TSP

By: _____

Its: _____

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 _____ of TSP whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____