

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
5:00 p.m. October 5, 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 September 21, 2015 and MOTION TO APPROVE AMENDED MINUTES OF August 24, 2015**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**
 - A. Renee Keech-Proclamation to make October 5 World Habitat Day in the City of Deadwood, SD
 - B. Tim Johns-Present Petition to Annex Property Contiguous to City of Deadwood on behalf of Ruth Family Trust, Ole and Lena Group LLC, and Broken Boot Gold Mine Inc.
 - C. Troy Fairbanks, Buffalo Dreamers, requests permission to continue closing Main Street between Franklin and Silverado to allow for performances (continued from September 21 for additional information)
 - D. Allow Deadwood Chamber to use Interpretive Lot from 7:00 a.m. to approximately 9:30 a.m. on October 12 for Great American Auto Race
6. **CONSENT AGENDA**

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

 - A. Permission for Mayor to sign contract with Dakota Prairie Landscapes LLC for Mickelson Trail drainage (approved September 21, 2015)
 - B. Permission to increase wage for Police Reserve Casey Nelson from \$12.14 hr. to \$12.66 hr. effective October 2, 2015 after 3 years of service.
 - C. Permission for Mayor to sign Oakridge Certificates of Purchase and Warranty Deeds for Geraldine Nelson and David and Claudia Fredericksen
 - D. Fire Prevention Week Proclamation-October 4-10, 2015
 - E. Allow trolley to participate in Homecoming Parade on October 16
 - F. Permission for Mayor to sign contract with Genesee Valley Daoist Hermitage to transcribe documents pertaining to Wing Tsue Emporium at cost not to exceed \$2,000.00, to be paid from Archives budget
 - G. Purchase 5500 gallons of gas from Southside for \$2.44 per gallon for total cost of \$13,420.00.

- H. Permission for mayor to sign an easement with Deadwood Hospitality Resort, LLC for work that contractor will be doing for the Mickelson Trail Drainage project.
- I. Permission to hire Cady Harrington as a part-time Collections Intern at \$8.50 per hour beginning October 12, 2015 pending necessary pre-drug screening requirements.
- J. Permission for the Mayor to sign Professional Services Agreement with Albertson Engineering for increase in services as approved September 21, 2015

7. BID ITEMS

8. PUBLIC HEARINGS

- A. Hold public hearing for Homecoming Parade, street closure on October 16, 2015
- B. Deadwood Chamber requests that city set additional public hearing on October 19 at 5:00 p.m. for the following street closure in conjunction with Deadweird: close Main Street between Silverado and Franklin Hotel from 6:00 p.m. to 10:00 p.m. on October 31, and close Wall to Deadwood Street from 1:00 p.m. to 4:00 p.m. (Wall to Deadwood previously approved until 10:00 p.m.)

9. OLD BUSINESS

- A. Discussion on noise ordinance #1229. First reading was held on September 8, 2015. Second reading continued on September 21, 2015.

10. NEW BUSINESS

- A. Approve participation in Housing Needs Study and cost-share incentive program with City of Lead, Lead-Deadwood Economic Development and other contributing area agencies.
- B. Approve contracting with Armstrong Extinguisher Service for \$4,414.00 to perform the annual maintenance service on fire extinguishers throughout city property.
- C. Approve Deadwood Historic Preservation Commission's recommendation to award St. Ambrose Catholic Church a nonprofit grant in the amount of \$36,845 for the repair and replacement of the concrete steps on the south side of the church.
- D. Approve a Change Order for the Rodeo Grounds Concessions and Restrooms with Scull Construction in the amount of \$16,842.27 per recommendation of City Staff and Stafford Architecture for necessary construction directives to complete the project.
- E. Motion to accept resignation of Laura Floyd from the Fassbender Photographic Collection Board of Directors and announce opening to the general public.

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Appointment needed on Planning and Zoning Commission. Interested parties please submit letter of interest to Bob Nelson Jr. at 108 Sherman Street.

12. EXECUTIVE SESSION

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

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

13. ADJOURNMENT

REGULAR MEETING, September 21, 2015

The Regular Session of the Deadwood City Commission convened on September 21, 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, and Jim Van Den Eykel. Commissioner Gary Todd was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Ruth moved, Speirs seconded to approve the minutes of September 8, 2015. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Speirs moved, Ruth seconded to approve the September 21, 2015 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	MAINTENANCE	128.92
ABC BUSINESS	SUPPLIES	344.97
ALBERTSON ENGINEERING	PROJECT	2,027.60
ALSCO	SUPPLIES	81.97
AMAZON WEB	SERVICE	229.26
ATCO INTERNATIONAL	SUPPLIES	252.00
BH CHEMICAL	SUPPLIES	497.78
BH DIGITAL MAPPING	SPONSOR	100.00
BH DISPOSAL	DUMPSTERS	800.00
BH LIBRARY	SUPPORT	552.70
BH PEST CONTROL	SERVICE	195.00
BH PIONEER	ADS	879.33
BH POWER	ELECTRICITY	3,371.80
BH SECURITY	MONITORING	709.70
BH URGENT CARE	TESTING	469.76
BH WINDOW CLEANING	CLEANING	424.00
BUTLER MACHINERY	SUPPLIES	59.00
CAI CONSTRUCTION	PROJECT	52,203.17
CHAINSAW CENTER	SUPPLIES	420.90
CHAMBERLIN ARCHITECTS	PROJECT	113,356.23
COCA COLA	SUPPLIES	126.70
CULLIGAN	SUPPLIES	80.15
DAKOTA BUSINESS	MAINTENANCE	155.88
DAKOTA SECURITY	TESTING	31.89
DEADWOOD ALIVE	SERVICE	1,500.00
DEADWOOD CHAMBER	BILL LIST	257,995.29
DEADWOOD TRUST	GRANT	4,622.07
DEMCO	SUPPLIES	327.06
E.T. SPORTS	SUPPLIES	346.36
EDDIE'S TRUCK	SUPPLIES	92.33
ELEVATE DESIGN	PROJECT	467.12
EMERY-PRATT	BOOKS	429.35
FANCIES FLOWERS	FLOWERS	68.95
GOLDEN WEST	SERVICE	2,876.48
GUNDERSON, PALMER, NELSON	SERVICE	4,900.74
HICKS, LARRY	PROJECT	7,956.75
IDVILLE	SUPPLIES	133.00
INTERSTATE BATTERY	BATTERIES	125.90
JACOBS WELDING	SERVICE	121.35
JUNIOR LIBRARY GUILD	BOOKS	756.00
KDSJ	SERVICE	160.00
KONE	MAINTENANCE	266.80
LAWRENCE TITLE	TITLE	150.00
LAWSON PRODUCTS	SUPPLIES	448.14
M & T FIRE	SUPPLIES	304.95
M&M SANITATION	RENTAL	496.70
MACROVISION	PROJECT	2,150.00
METERING & TECHNOLOGY	SUPPLIES	86.88
MIDCONTINENT	SERVICE	65.00
MIDWEST TAPE	DVDS	141.95
MS MAIL	SERVICE	928.51
NEIGHBORHOOD LENDING	KIDWEIRD	750.00
NEW DEAL TIRE	DISPOSAL	28,815.60
NORTHERN HILLS TECHNOLOGY	SERVICE	47.00
NORTHERN TRUCK EQUIPMENT	PLATFORM	850.00
OFFICE DEPOT	SUPPLIES	106.44
OFTEDAL CONSTRUCTION	PROJECT	40,294.14
OSCHWALD, JOE	REFUND	26.00
PARTSMaster	RATCHET	128.24
PASSPORT PARKING	METERS	66.75
PEPSI	SUPPLIES	142.99
PETE LIEN & SONS	REPAIRS	640.00
PHIL'S ELECTRIC	PROJECT	642.86
PITNEY BOWES	SUPPLIES	216.71
QUIK SIGNS	SIGNS	1,674.37
RAPID CITY JOURNAL	SUBSCRIPTION	231.01
RAPID DELIVERY	DELIVERY	24.16
RASMUSSEN MECHANICAL	REPAIR	535.22
REGIONAL HEALTH NETWORK	TESTING	75.00
RENNER, DONOVAN	REIMBURSEMENT	252.01
ROCKINGTREE	TREES	342.90
RUNGE, MIKE	REIMBURSEMENT	78.50
SACRISON ASPHALT	PROJECT	744.00
SD DEPT. OF CORRECTIONS	FIREWISE	3,883.69
SD DEPT. OF REVENUE	LICENSE	75.00

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SD MUNICIPAL LEAGUE	REGISTRATION	50.00
SD ONE CALL	FEES	51.52
SOUTH DAKOTA SCIENCE	GRANT	25,000.00
STRETCH'S	GLASS	45.23
STURDEVANT'S	SUPPLIES	2,299.46
SUMMIT SIGNS	SIGN	276.70
TALLGRASS	PROJECT	720.00
TOM'S T'S	SUPPLIES	189.91
TOMS, DON	PROJECT	630.00
TRAFFIC CONTROL	SUPPLIES	295.00
TRINITY UNITED METHODIST	GRANT	2,555.00
TWIN CITY ANIMAL SHELTER	ALLOCATION	3,000.00
TWIN CITY HARDWARE	SUPPLIES	1,905.41
VAST	SERVICE	1,226.36
VECCHI, GREG	PROJECT	3,185.00
WASTE CONNECTIONS	DUMPSTER	9,264.99
WESTERN STATES FIRE	INSPECTION	205.00
WHITE'S CANYON MOTORS	SERVICE	84.93
ZEP SALES	SUPPLIES	105.37
TOTAL		\$597,148.86

ITEMS FROM CITIZENS ON AGENDA

Sports news

Ted Thompson on behalf of Days of 76 Committee presented the Commission with the ProRodeo Sports News magazine and stated an article about Deadwood and Days of 76 Rodeo is featured in the magazine. Thompson added the PRCA publication has readers worldwide, which will benefit all of Deadwood. Commission thanked the Committee.

Permission

Al Schaefer, Department of Legislative Audit, appeared to request permission for the Mayor and Finance Officer to sign the engagement letter for the 2014 audit. Schaefer invited the Commissioners to visit with Legislative Audit regarding any concerns. Speirs moved, Van den Eykel seconded said request. Roll Call: Aye-All. Motion carried.

Kayla Klein asked Commission to relax open container restrictions at the rodeo grounds after Zombie Run fundraiser on September 26. A letter was received from Days of '76 Museum stating they had no objection. Ruth moved, Speirs seconded said request. Roll Call: Aye-All. Motion carried.

Troy Fairbanks on behalf of Buffalo Dreamers thanked the City for their support and asked the Commission to continue street closure on Main Street to allow performances on Saturday and Sunday throughout the winter. After discussion concerning scheduling and location, Ruth moved, Van Den Eykel seconded to continue until further information is gathered. Commission reminded Fairbanks to coordinate with trolley schedule and tour busses. Roll Call: Aye-All. Motion carried.

CONSENT

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

- A. Waive 45-day requirement for Special Event Application and allow use of public property for Station-to-Station Walk on October 10. Event starts at Lead Fire Hall and ends at Deadwood Fire Hall.
- B. Approve Resolution 2015-15 to Appoint Bid 1-6 Board.

RESOLUTION 2015-15

APPOINTING BUSINESS IMPROVEMENT DISTRICTS #1-6

BOARD MEMBERS

WHEREAS, the City of Deadwood has by previous resolution, ordinances and action established and designated the boundaries of Business Improvement Districts 1, 2, 3, 4, 5 and 6 for the City of Deadwood; and

WHEREAS, SDCL 9-55-5 requires the appointment of a Business Improvement

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Districts Board by the mayor, with the approval of the governing body; and

WHEREAS, the Business Improvement Districts members and taxpayers have decided to continue the establishment of the Business Improvement Districts 1, 2, 3, 4, 5 and 6 within the City of Deadwood for Business Improvement Districts purposes and activities and levying assessments for the 2016 calendar year; and

WHEREAS, the Business Improvement Districts members have recommended the following for appointment as board members for a term of one (1) year;

NOW THEREFORE, BE IT RESOLVED by the City of Deadwood that the following members are appointed to the Business Improvement Board for Districts 1, 2, 3, 4, 5 and 6 for the period from August 1, 2015, to July 31, 2016

Ron Island	Tom Rensch
Pat Roberts	Tony Sieber
Susan Kightlinger	Mary Dunne Larson
Steve Schaeffer	Mike Trucano
Donnie Patton	Lonny Strong
Ken Gienger	Paul Bradsky
Tracy Island	Ron Russo

Dated this 21st day of September 2015

ATTEST:

CITY OF DEADWOOD

/s/ Mary Jo Nelson, Finance Officer

/s/ Charles Turbiville, Mayor

C. Approve Resolution 2015-16 to Appoint Bid 7 Board.

RESOLUTION 2015-16

**DESIGNATING BUSINESS IMPROVEMENT DISTRICT NO. 7 BOUNDARIES
AND
APPOINTING BUSINESS IMPROVEMENT DISTRICT NO. 7 BOARD MEMBERS**

WHEREAS, the City of Deadwood has by previous resolution, ordinances, and action established and designated the boundaries of Business Improvement District No. 7 for the City of Deadwood pursuant to SDCL 9-55-5; and

WHEREAS, SDCL 9-55-5 requires the appointment of a Business Improvement District's Board by the Mayor, with the approval of the governing body; and

WHEREAS, the Hotel/Motel Business Improvement District members have recommended the following individuals for appointment as board members for a term of one (1) year from August 1, 2015 through July 31, 2016;

BE IT FURTHER RESOLVED by the City of Deadwood, by its Mayor and with the approval of the City Commission, having first established the above boundaries, that the following members are appointed to the Business Improvement District Board District No. 7 for a term of one (1) year from August 1, 2015 through July 31, 2016:

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Diana Graham-Mineral Palace
Willie Welchel-Gold Country Inn/Deadwood Station
Pat Roberts-Best Western Hickok House
Joe Henning-BH Inn and Suites
Caleb Arcenault-Cadillac Jack's/Springhill Suites/Hampton Inn
Gordon Mack-Cedarwood Inn
Susan Kightlinger-Deadwood Mountain Grand
Ken Gienger-Celebrity/Branch House
Tracy Island-Comfort Inn
Ron Island-Super 8
Charles Brimmer-Bullock Hotel
Dave Larson-Deadwood Dick's
Sue Hayes-Deadwood Gulch Resort
Michael Trucano-Hickok Hotel/Iron Horse Inn
Michelle Fischer-The Hotel by Gold Dust
Amber Diers-777/Gold Dust Lodging (Holiday Inn Express)
Steve Schaeffer-First Gold
Tom Rensch-Franklin Hotel
Court French-Thundercove
Dexter Koehne-Butch Cassidy
Blake Haverberg-Martin Mason
Anthony Galbraith-Lodge at Deadwood
Danny Gray-Deadwood Roadhouse
Tom Koth-Madame Peacock's

Dated this 21st day of September 2015

ATTEST:

CITY OF DEADWOOD

/s/ Mary Jo Nelson, Finance Officer

/s/ Charles Turbiville, Mayor

- D. Permission for Mayor to sign the following agreements approved on September 8: Black Hills Asphalt for crack repair in Presidential area in the amount of \$15,765.33, A&L Contractors for water main loop by Madison and Washington Streets in the amount of \$26,806.80, and A&L Contractors for water main loop by Calamity Lane-Peck-Burlington area in the amount of \$20,292.00.
- E. Accept resignation from Parking Ramp employee Linda Allen effective September 24, 2015 and permission to advertise for Parking Ramp Attendant. Mayor Turbiville thanked her for her time and wished her well on future endeavors.
- F. Permission to pay Integrated Parking Solutions LLC \$3,456.00 for annual software maintenance from October 1, 2015 through September 30, 2016 (budgeted Parking and Transportation.)
- G. Permission for Mayor to sign contract with Michael Conover in the amount of \$7,193.90 for Adams House remediation work on balcony and porch (approved on September 8, 2015.)
- H. Permission for Mayor to sign contract with Karen T. Taylor for facial reconstruction of skeletal remains from 66 Taylor Avenue (approved April 14, 2015.)
- I. Permission to remove the following seasonal employees from payroll. Baylee Dittman, Miranda Luze and Chris Bren effective August 1, 2015. Colt Bradley, Hunter Bradley, Kole Frisinger, Broc Hanson, Andrew Pisciotta and Coltan Radensleben effective September 1, 2015.
- J. Accept resignation from Trolley Driver Doug Magnuson effective September 21, 2015.
- K. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Gregg Sears and Wayne and Carolyn Hess.
- L. Permission to purchase the following equipment for Parks Department truck: snowplow from Western Products for \$5,479.40 and tommy gate from Northern Truck Equipment for \$3,226.00 (budgeted Parks.)
- M. Repair brick pilasters near entrance to Rec Center and sign contract with West River Masonry in the amount of \$4,280.00 to be paid from Public Buildings.

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BID ITEMS

Results

Public Works Director Green stated five bids was opened for the Mickelson Trail Drainage Improvements Project at 2:00 p.m. as advertised. Bid Bond or Cashier's Check were included in the following bid submittals:

A&L Contractors - \$115,794.90
Ainsworth Benning Construction - \$94,552.50
CAI Construction - \$149,809.99
Dakota Prairie Landscapes - \$90,312.40
RCS Construction - \$117,741.86

Green requested Commission award the low bid from Dakota Prairie Landscapes. Speirs moved, Ruth seconded request. Roll Call: Aye-All. Motion carried.

Accept

Speirs moved, Van Den Eykel seconded to accept bid opened from Dakota Fencing at 2:00 p.m. on September 15 for Gordon Park playground equipment in the amount of \$100,000.00 and allow Mayor to sign contract. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Public hearing was opened at 5:20 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Van Den Eykel moved, Ruth seconded to approve the Retail (on-off sale) Malt Beverage License (RB-21478) and Retail (on-off sale) Wine License (RW-21479) transfers from Schade Winery and Dakota's Best Wine and Gifts at 250 Hwy 14A to Schade Winery and Dakota's Best Wine and Gifts at 696 Main Street. Roll Call: Aye-All. Motion carried.

Resolutions

Speirs moved, Ruth seconded to approve Resolution 2015-13 to Continue Business Improvement District 1-6 Assessments and set public hearing on November 2, 2015 at 5:00 p.m. Roll Call: Aye-All. Motion carried.

RESOLUTION NO. 2015 - 13

RESOLUTION OF INTENT TO CONTINUE BUSINESS IMPROVEMENT DISTRICTS, AND ESTABLISH RATES FOR 2016 FOR BUSINESS IMPROVEMENT DISTRICTS

WHEREAS, Business Improvement Districts Nos. 1-6 have been created and Business Improvement District Boards appointed since August of 1990 and re-appointed and continued through the current date; and

WHEREAS, such Business Improvement Districts Boards have recommended and the City Commission has accepted plans and occupation tax assessments for the calendar years 1991 through 2015; and

WHEREAS, the Business Improvement District Boards have recommended continuation of Business Improvement Districts Nos. 1, 2, 3, 4, 5, and 6 and have recommended the amount of the Business Occupation Tax Levy for 2016; and

NOW, THEREFORE, BE IT RESOLVED by the City of Deadwood that the City hereby declares its intent to continue Business Improvement Districts No. 1, 2, 3, 4, 5, and 6 with the boundaries of the Districts to be continued as follows:

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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:

531 Main Street	-	Tin Lizzie
560 Main Street	-	Deadwood Gulch Saloon
27 Deadwood Street	-	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 hotels, motels, lodging establishments, and gaming establishments located within the City of Deadwood 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. This will include the following businesses:

22 Lee	-	777/Gold Dust
15 Lee	-	Hotel by Gold Dust
658 Main	-	Buffalo/Bodega
635 Main	-	Bullock Hospitality
360 Main	-	Cadillac Jacks
625 Main	-	Celebrity Hotel
560 Main	-	Deadwood Gulch Saloon
270 Main	-	First Gold
531 Main	-	Four Aces/Hampton Inn
700 Main	-	Franklin
709 Main	-	Silverado
686 Main	-	Gold Dust Gaming
225 Cliff	-	Deadwood Comfort Inn
304 Cliff	-	Deadwood Gulch Hospitality
685 Main	-	Hickok's
100 Pine Crest Lane	-	Lodge at Deadwood
677 Main	-	Midnight Star
605 Main	-	Mineral Palace
196 Cliff	-	Super 8 Lodge
557 Main	-	Tin Lizzie
9 Lee	-	Wooden Nickel/Martin Mason
1906 Deadwood Mountain	-	Deadwood Mountain Grand

Business Improvement District No. 5:

10 Pine Street	-	VFW
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Business Improvement District No. 6: Each gaming establishment leasing a city slot machine:

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

BE IT FURTHER RESOLVED that the City of Deadwood declares its intent to establish 2016 Occupation Tax Levies as follows:

1) The estimated monies to be raised by the Business Improvement Districts in 2016 is \$544,295.00; Additional unspent monies in 2015 will be budgeted in the amount of \$60,190.00 The estimated costs for the expenses, improvements, activities, and promotions within the Business Improvement Districts are as follows:

A. Business Improvement Districts No. 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
Broadway Parking Ramp	
Contingency	\$ 16,108.00
TOTAL	\$ 604,485.00

2) The imposition of the General Occupation Tax for the six Districts for 2016 shall be as follows:

- A. District No. 1: 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 slot machines. Motels, hotels and bed and breakfast establishments shall pay \$50.00 per year per room or \$.1666 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 slot machines. Motels, hotels, and bed and breakfast establishments shall pay \$50.00 per year per room or \$.1666 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 \$.117 per square foot per year per motel, hotel, or bed and breakfast lodging unit using 300 square feet for each room.
- D. 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

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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.

E. District No. 5: A 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.

F. District No. 6: A tax at the rate of \$100.00 per year per square foot for 20 square feet for each city or municipal gaming device located at the following businesses:

Tin Lizzie's	-	557 Main Street
Cadillac Jacks	-	360 Main Street
First Gold	-	250 Main Street
Lodge at Deadwood	-	100 Pine Crest Lane
Franklin/Silverado	-	709 Main Street

3) That the levies shall be billed and collected monthly by the City Finance Officer with the annual levy to be paid in monthly installments due on the 10th day of each month beginning with the first installment due in the Finance Office on January 10, 2016 with a fifteen (15%) percent late charge to be added for all past due charges.

4) That the taxes as set forth in paragraph 2 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 first day of January, 2016 for the first six months of 2016, and as of the first day of July, 2016, for the second six months of 2016, with adjustments to be made for the licenses added or deleted on the first day of the month following the addition or deletion.

BE IT FURTHER RESOLVED that amounts raised from the imposition of the occupation taxes set forth above are projected to be in the amount of Five hundred forty-four thousand two hundred and ninety-five dollars (\$544,295.00) and Sixty thousand one hundred and ninety dollars (\$60,190.00) from a 2015 projected carryover, and that said amount will yield revenues in the amount of \$604,495.00: **BE IT FURTHER RESOLVED** that a hearing shall be held before the City Commission of the City of Deadwood, South Dakota, on the 2nd day of November, 2015, at 5:00 p.m. or as soon thereafter as possible, at the City Commission Chambers, located at 102 Sherman Street in the City of Deadwood, South Dakota, to consider the business occupation tax

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levy for 2016. The City Finance Officer shall give notice of the hearing by mailing a complete copy of this Resolution of Intent to each occupant or user of space or property owner located in the proposed Districts at least thirty (30) days prior to the public hearing.

Dated this 21st day of September 2015

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

Ruth moved, Van Den Eykel seconded to approve Resolution 2015-14 to Continue Business Improvement District 7 Occupancy tax and set public hearing on November 2, 2015 at 5:00 p.m. Roll Call: Aye-All. Motion carried.

RESOLUTION NO. 2015-14

**RESOLUTION OF INTENT TO CONTINUE
BUSINESS IMPROVEMENT DISTRICT NO. 7**

WHEREAS, the City of Deadwood has received a recommendation by the Board of Business Improvement District No.7 pursuant to SDCL 9-55 as amended, requesting the City of Deadwood adopt a Resolution of Intent to continue a Business Improvement District and impose an occupational tax on the transient guests of hotels and motels within the City of Deadwood ; and

WHEREAS, it appearing to the City of Deadwood that the proposed district is being created to fund some of the following public projects and activities from January 1, 2016 through December 31, 2016:

Projected revenue of \$500,000.00 budgeted as follows:

\$480,000.00	Marketing
\$ 20,000.00	Legal/Administrative
\$500,000.00	Total Budget

NOW THEREFORE, BE IT RESOLVED by the City of Deadwood that the City hereby declares its intent to continue Business Improvement District No. 7, with the boundaries of District No. 7 to be the city limits of Deadwood, and any annexations thereto, including but not limited to the following listed lodging establishments and any lodging establishments not listed but which are established in the future which shall automatically become a part of this district and be included within such boundaries, but excluding any bed and breakfast establishments:

Deadwood Station
Best Western Hickok House
Black Hills Inn & Suites
Branch House
Bullock I, II, III
Butch Cassidy Suites
Cadillac Jack's
Cedarwood Inn

68 Main Street
137 Charles Street
Hwy. 385 South
37 Sherman Street
635 Main Street
57 Sherman Street
360 Main Street
103 Charles Street

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Celebrity Hotel	625 Main Street
Comfort Inn/Gulches of Fun	225 Cliff Street
Deadwood Dicks Suites	51 Sherman Street
Hickoks Hotel	685 Main Street
Hickok's Iron Horse Inn	27 Deadwood Street
Deadwood Gulch Resort	304 Cliff Street
First Gold	270 Main Street
Franklin Hotel	700 Main Street
Gold Country Inn	801 Main Street
Hampton Inn	531 Main Street
Holiday Inn Express	22 Lee Street
Martin and Mason Hotel	37 Sherman
Mineral Palace	605 Main Street
Springhill Suites	360 Main Street
Super 8	196 Cliff Street
Terrace Motel	250 Main Street
The Hotel by Gold Dust	25 Lee Street
The Lodge at Deadwood	100 Pine Crest
The Mint	638 Main Street
Thunder Cove Inn	311-315 Cliff Street

BE IT FURTHER RESOLVED that the City of Deadwood declares its intent to continue an occupational tax levy to be imposed on transient guests renting rooms in the above-described hotels and motels or lodging establishments. The amount of the tax shall be Two Dollars (\$2.00) per occupied room per night, which shall not apply or 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 method for raising revenue shall be fair and equitable.

The total estimated or proposed costs for the above projects and activities is projected to be Five Hundred Thousand Dollars (\$500,000.00) from the revenues from this occupancy tax upon rooms rented to transient guests by lodging establishments to fund some or all of the above projects and activities; and

BE IT FURTHER RESOLVED that a hearing shall be held before the Deadwood City Commission on Monday, the 2nd day of November, 2015 at 5:00 p.m. or soon thereafter at the City Commission Chambers located at 102 Sherman Street, in the City of Deadwood, to consider the continuation of Business Improvement District No. 7 and the imposition of a Two Dollar (\$2.00) per room rented occupancy tax on transient guests for rooms rented by the above lodging establishments.

REGULAR MEETING, September 21, 2015

The City Finance officer shall give notice of this hearing by mailing a complete copy of this Resolution of Intent to each owner and user of space in all lodging establishments or hotel or motel businesses located within the proposed Business Improvement District No. 7 at least thirty (30) days prior to the public hearing.

Dated this 21st day of September 2015

ATTEST:

CITY OF DEADWOOD

/s/ Mary Jo Nelson, Finance Officer

/s/ Charles Turbiville, Mayor

Set

Speirs moved, Ruth seconded to waive 45-day requirement for Special Event Application and set public hearing on October 5, 2015 for Homecoming Parade, street closure on October 16, 2015. Roll Call: Aye-All. Motion carried.

OLD BUSINESS

Easement

Discussion continued concerning easement with Deadwood Mountain Grand regarding use of snowmobile trail. Planning and Zoning Administrator Nelson Jr. stated Bruce and Mary Ann Oberlander submitted a letter expressing concerns about speed limits, hold harmless and the potential noise that may occur. Nelson stated the speed limit and hold harmless has been addressed in the easement if noise is an issue, it can be resolved by Commission. Donna Watson and Beverly Posey spoke in opposition. Tim Conrad, on behalf of Deadwood Mountain Grand, stated the Grand is willing to work with everyone. After discussion Van Den Eykel moved, Ruth seconded to approve easement with Deadwood Mountain Grand for use of snowmobiles on Mickelson Trail. Nelson stated if there are issues, he urges the residents to bring to the City so they can be addressed. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Second Readings

Van Den Eykel moved, Speirs seconded to approve second reading of Ordinance #1227, Supplemental Budget Ordinance #3 for 2015. Roll Call: Aye-All. Motion carried.

Ruth moved, Van Den Eykel seconded to approve second reading of 2016 Budget Ordinance #1228. Roll Call: Aye-All. Motion carried.

Discussion was held on second reading of Noise Ordinance #1229. Chief Fuller stated he recommended some minor changes. First is section 8.12.080 titled Permit, Section D, he recommended the section be stricken. Second section 8.12.120 titled Violations-Penalties, he recommended having an escalating fine for each offense. Mayor Turbiville stated the Chamber and Days of '76 would fall under section 8.12.070 titled Exceptions. Fuller gave a demonstration of noise levels at 65 and 85 decibels. He also provided decibel levels at certain locations on Main Street during a sound measurement in front of the Bodega on September 11. Susan Kightlinger, Deadwood Mountain Grand, read letters that were received from Big Kenny and Marc Oswald in opposition. Mike Trucano and Mike Rodman were also opposed to ordinance in current form, and recommended amendments. Residents Teri Adler and Willie Aldrich spoke in favor of ordinance. Commissioners agreed that everyone recognizes the importance of this ordinance but they need to determine what those appropriate noise levels are. After much discussion Ruth moved, Van Den Eykel seconded to continue the second reading until further information is obtained. Roll Call: Aye-All. Motion carried.

Purchase

Van Den Eykel moved, Speirs seconded to purchase solar pedestrian lights on Lee Street and Highway 14, with cost share from South Dakota Department of Transportation at cost of \$9,160.00 and allow Mayor to sign agreements provided by DOT. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, September 21, 2015

Action

Ruth moved, Speirs seconded to direct City Attorney to proceed with abating the notice of Violation on the historic resource at 3 Shine Street per 2012 International Property Maintenance Code and DCO 15.01. Attorney Riggins stated the City issued a nuisance violation and has an individual interested in repairing the property. Roll Call: Aye-All. Motion carried.

Permission

Speirs moved, Ruth seconded to increase annual contract with Albertson Engineering from \$45,000.00 to \$60,000.00 due to professional services provided for additional city projects. Roll Call: Aye-All. Motion carried.

Speirs moved, Van Den Eykel seconded to hire Rhonda McGrath for the position of Public Works Administrative Assistant at \$15.64 per hour effective October 5, 2015 pending pre-employment screening, and allow Janet Lanphear to remain in position through October 16 for training purposes. Roll Call: Aye-All. Motion carried.

Approval

Ruth moved, Speirs seconded approval to purchase of salt and sand for winter street maintenance from the following vendors: \$6,900.00 for sand from Fischer Industries, shipping from Roth Trucking for \$4,200.00 and salt purchase and delivery from Black Strap Trucking for \$24,600.00, budgeted Streets. Roll Call: Aye-All. Motion carried.

Contracts

Speirs moved, Ruth seconded to allow expenditure of \$22,730.00 from Public Buildings budget to replace imbedded heating mats in the concrete walk at entrance to Rec Center and allow Mayor to sign contracts for repairs. Lowest quotes are: Gardner Construction for \$12,030.00 and Freeman Electric for \$10,700.00. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Kerry Ruth thanked the City and Commission for the use of office space at History and Interpretive Center.

Chief Fuller thanked Rose Speirs and Deadwood History Inc. for use of the sound system.

Commissioner Ruth thanked the Deadwood Jam Committee and department heads for their help during the Deadwood Jam event.

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

ADJOURMENT

Speirs moved, Van Den Eykel seconded to adjourn the regular session at 6:15 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 October 5, 2015.

After coming out of executive session for legal matters per SDCL 1-25-2(3) and union matters per SDCL 1-25-2(4) Ruth moved, Van Den Eykel seconded to adjourn at 6:17 p.m.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PACKET: 03632 COMBINED - 10/6/15

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-092815	101-4111-427	TRAVEL TRAVEL REIMBS-SDML,MAYOR LNCHN	000000	195.30
DEPARTMENT 111 COMMISSION TOTAL:						195.30
01-0510	GOLDEN WEST TECHNOLOGIE	I-295651	101-4142-422	PROFESSIONAL REBUILT FINANCE COMPUTER	000000	433.50
01-1171	A & B BUSINESS SOLUTION	I-IN219636	101-4142-422	PROFESSIONAL COPIER MAINTENANCE/FINANCE	000000	143.32
01-2160	DATA FLOW	I-19419	101-4142-426	SUPPLIES YR END FORMS, ENVELOPES	000000	176.70
01-3079	PEPPMEIER, JANICE	I-093015	101-4142-415	GROUP INSURAN REIMBURSEMENT	000000	543.15
01-3877	MUTUAL OF OMAHA	I-427472630	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.46
DEPARTMENT 142 FINANCE TOTAL:						1,313.13
01-0097	FARMER BROTHERS CO	I-62526038	101-4192-426-04	SUPPLIES - CI COFFEE FOR CITY HALL	000000	57.50
01-0127	TURBIVILLE INDUSTRIAL E	I-44569	101-4192-425-02	REPAIRS - ADA 1/4 HP 1725 RPM MOTOR/A MUSEUM	000000	103.95
01-0223	COCA COLA BOTTLING HIGH	I-1490739	101-4192-426-06	SUPPLIES - DA POP FOR DISPENSERS/G STAND CON	000000	585.60
01-0429	BLACK HILLS POWER & LIG	I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/U MAIN WEL. SIGN	000000	36.72
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/B C WELCOME SIGN	000000	36.49
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/85/CLIFF WEL. SIGN	000000	39.66
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/1 MILLER STREET	000000	16.23
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/DWD HILL WEL. SIGN	000000	37.89
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/SAMPSON ST PUMP	000000	17.80
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/CRESCENT ST PRV	000000	21.66
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/GAYVILLE PUMP	000000	12.00
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/MCKINLEY ST TR LTS	000000	67.65
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/OAKRIDGE WELLHOUSE	000000	93.37
		I-092515POWER	101-4192-428-13	UTILITIES - R ELECTRICITY/REC CENTER	000000	6,592.03
		I-092515POWER	101-4192-428-07	UTILITIES - F ELECTRICITY/FIRE HALL	000000	785.63
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/DUNLOP STREET PRV	000000	37.42
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/SHERMAN-PINE TR LT	000000	49.12
		I-092515POWER	101-4192-428-03	UTILITIES - B ELECTRICITY/BALL FIELD	000000	242.64

PACKET: 03632 COMBINED - 10/6/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS POWER & LIG	continued				
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/14A CORNER TR LTS	000000	205.69
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/SPEED SIGN	000000	15.07
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/DENVER ST PUMP	000000	1,066.27
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/4-LANE TRAFFIC LTS	000000	142.69
		I-092515POWER	101-4192-428-05	UTILITIES - C ELECTRICITY/COLD STORAGE BLDG	000000	58.39
		I-092515POWER	101-4192-428-10	UTILITIES - L ELECTRICITY/LIBRARY	000000	561.85
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/SHERMAN PED LTS	000000	54.10
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/102 WATER TANK LN	000000	12.00
		I-092515POWER	101-4192-428-15	UTILITIES - T ELECTRICITY/TROLLEY BARN	000000	220.69
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/WILD BILL STATUE	000000	12.00
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/PLUMA HEAT TAPE	000000	12.00
		I-092515POWER	101-4192-428-06	UTILITIES - D ELECTRICITY/RODEO GR ARENA	000000	68.49
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/65 SHERMAN STREET	000000	4,450.55
		I-092515POWER	101-4192-428-02	UTILITIES - A ELECTRICITY/ADAMS MUSEUM	000000	1,602.66
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/METHODIST PARK	000000	25.56
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/CUTTING MINE	000000	17.80
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/101 MICKELSON TR	000000	481.18
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/MM PUMP HOUSE	000000	17.30
		I-092515POWER	101-4192-428-01	UTILITES - AD ELECTRICITY/A HOUSE INFO CNTR	000000	220.50
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/FIRE DEPT. SIREN	000000	13.29
		I-092515POWER	101-4192-428-06	UTILITIES - D ELECTRICITY/CONCESSION STAND	000000	92.82
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/DUNBAR PRV	000000	12.00
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/CLIFF STREET PRV	000000	24.55
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/MM TICKET BOOTH	000000	71.35
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/DAKOTA ST PRV	000000	19.73
		I-092515POWER	101-4192-428-01	UTILITES - AD ELECTRICITY/ADAMS HOUSE	000000	514.70
		I-092515POWER	101-4192-428-08	UTILITES - HI ELECTRICITY/HISTORY CENTER	000000	651.68
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/MM GIFT SHOP	000000	207.37
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/5 SIEVER STREET	000000	563.44
		I-092515POWER	101-4192-428-11	UTILITIES - P ELECTRICITY/PARKS SHOP	000000	307.31
		I-092515POWER	101-4192-428-06	UTILITIES - D ELECTRICITY/RODEO GROUNDS	000000	435.90
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/MCGOVERN HILL TANK	000000	12.94
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/PLEASANT ST PRV	000000	12.47
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/FOOTBALL FIELD	000000	360.32
		I-092515POWER	101-4192-428-12	UTILITIES - P ELECTRICITY/PAVILION	000000	724.15
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/WATER ST HEAT TAPE	000000	12.00
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/MAIN STREET PRV	000000	18.58
		I-092515POWER	101-4192-428-16	UTILITIES-LOW ELECTRICITY/L MAIN INFO CENTER	000000	128.09
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/MM FLAG	000000	52.62
		I-092515POWER	101-4192-428-14	UTILITIES - S ELECTRICITY/CITY SHOP	000000	791.41
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/L MAIN SPEED SIGN	000000	12.58
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/MAIN-P LOT TR LTS	000000	198.92
		I-092515POWER	101-4192-428	UTILITIES ELECTRICITY/FEES & ADJUSTMENTS	000000	20.00
01-0553	MONTANA DAKOTA UTILITIE					
		I-092315AH	101-4192-428-01	UTILITES - AD NATURAL GAS/8-22-15-9-22-15/AH	000000	69.54
		I-092315AM	101-4192-428-02	UTILITIES - A NATURAL GAS/8-22-15-9-22-15/AM	000000	63.75
		I-092315CH	101-4192-428-04	UTILITIES - C NATURAL GAS/8-22-15-9-22-15/CH	000000	70.70

PACKET: 03632 COMBINED - 10/6/15

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
01-0553	MONTANA DAKOTA UTILITIE	continued				
		I-092315FIRE	101-4192-428-07	UTILITIES - F NATURAL GAS/8-22-15-9-22-15/FH 000000		47.54
		I-092315GAYVILLE	101-4192-428	UTILITIES NATURAL GAS/8-22-15-9-22-15/GV 000000		12.94
		I-092315HC	101-4192-428-08	UTILITES - HI NATURAL GAS/8-22-15-9-22-15/HC 000000		11.20
		I-092315PARKS	101-4192-428-11	UTILITIES - P NATURAL GAS/8-22-15-9-22-15/PK 000000		11.20
		I-092315PAVILION	101-4192-428-12	UTILITIES - P NATURAL GAS/8-22-15-9-22-15/PA 000000		34.24
		I-092315SRC	101-4192-428-13	UTILITIES - R NATURAL GAS/8-22-15-9-22-15/RC 000000		2,033.64
		I-092315SHOP	101-4192-428-14	UTILITIES - S NATURAL GAS/8-22-15-9-22-15/PW 000000		19.30
		I-092315TROLLEY	101-4192-428-15	UTILITIES - T NATURAL GAS/8-22-15-9-22-15/TR 000000		30.88
01-0578	TWIN CITY HARDWARE & LU					
		I-D330620	101-4192-425-04	REPAIRS - CIT CLOSET VALVE/CITY HALL	000000	199.99
		I-D330874	101-4192-425-04	REPAIRS - CIT FLAPPER CHAIN/CITY HALL	000000	3.49
		I-D331211	101-4192-425-13	REPAIRS - REC (2) 4" PVC SLIP CAPS/REC CNTR	000000	15.98
		I-D331296	101-4192-425-01	REPAIRS - ADA FURNACE FILTERS/ADAMS HOUSE	000000	208.05
		I-D331296	101-4192-426	SUPPLIES FURNACE FILTERS/CITY HALL	000000	208.05
		I-D331296	101-4192-426-12	SUPPLIES - PA FURNACE FILTERS/PAVILION	000000	208.04
		I-D331296	101-4192-426-13	SUPPLIES - RE FURNACE FILTERS/REC CENTER	000000	208.05
		I-D331486	101-4192-425-13	REPAIRS - REC FURNACE FILTERS/REC CENTER	000000	208.05
		I-D331486	101-4192-425-04	REPAIRS - CIT FURNACE FILTERS/CITY HALL	000000	208.05
		I-D331486	101-4192-425-02	REPAIRS - ADA FURNACE FILTERS/ADAMS MUSEUM	000000	208.05
		I-D331486	101-4192-425-12	REPAIRS - PAV FURNACE FILTERS/PAVILION	000000	208.04
		I-D331525	101-4192-426-13	SUPPLIES - RE CASTERS-FLUSH LEVER-M SLIDERS	000000	82.39
		I-D331659	101-4192-425-04	REPAIRS - CIT (6) AIR FRESHNERS/CITY HALL	000000	47.94
		I-E30526	101-4192-426-13	SUPPLIES - RE FURNACE FILTERS/REC CENTER	000000	77.04
		I-E34054	101-4192-425-14	REPAIRS - STR 2X6-2X4 LUMBER/ST DEPARTMENT	000000	21.47
		I-E34315	101-4192-425-11	REPAIRS - PAR WATER SAVER KIT-PLUMBING PART	000000	27.38
		I-E35288	101-4192-426-08	SUPPLIES - HI (2) 7W LED BULES/HISTORY CNTR	000000	17.98
		I-E35396	101-4192-425-06	REPAIRS - DAY OUTFOOR COVER-OUTLET-TAMPERS	000000	74.96
		I-E35990	101-4192-426-08	SUPPLIES - HI (2) 30 W 36" FLUORESCENT TUBES	000000	29.98
01-0602	CENTURY LINK					
		I-090415FBFIELD	101-4192-428	UTILITIES RECONNECT PHONE/F-BALL FIELD	000000	382.62
01-0682	PITNEY BOWES INC					
		I-17760430-9/23/15	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-0784	WESTERN STATES FIRE PRO					
		I-WSF013035	101-4192-422-13	PROFESSIONAL SPRINKLER SYS. INSPECTION/RC	000000	225.00
01-1160	LIGHTING MAINTENANCE CO					
		I-72366	101-4192-426-09	SUPPLIES - HA BATTERIES FOR HARC	000000	277.50
01-1230	INTERSTATE ALL BATTERY					
		I-1901001004453	101-4192-426-09	SUPPLIES - HA BATTERIES - HARC	000000	214.50
01-1406	STRETCH'S GLASS & CUSTO					
		I-1026341	101-4192-425-10	REPAIRS - LIB DESKTOP GLASS-INSTALL/LIBRARY	000000	866.95

PACKET: 03632 COMBINED - 10/6/15
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1502	BLACK HILLS CHEMICAL					
		I-089874	101-4192-426	SUPPLIES SOAP-BOWL CLNR-TOWELS-TISSUE	000000	368.10
01-1626	SERVALL UNIFORM AND LIN					
		C-137299481	101-4192-426	SUPPLIES CREDIT ON OVERPAYMENT	000000	5.61-
		C-141970552	101-4192-426	SUPPLIES CREDIT ON OVERPAYMENT	000000	11.39-
		C-142570931	101-4192-426	SUPPLIES CREDIT ON OVERPAYMENT	000000	105.83-
		C-146296892	101-4192-426	SUPPLIES CREDIT ON OVERPAYMENT	000000	81.52-
		I-2295471	101-4192-426-14	SUPPLIES - ST MATS-TOWELS-C-ALL-MOPS-BAG/PW	000000	129.73
		I-2321176	101-4192-426-14	SUPPLIES - ST C-ALLS-MOPS-MATS-TOWELS-BAG/PW	000000	129.73
		I-2321177	101-4192-426-04	SUPPLIES - CI MOPS-MATS-TOWELS-BAG-BAT./HP	000000	187.98
		I-2321190	101-4192-426-07	SUPPLIES - FI MATS-MOPS-BAG-TOWELS/FIRE HALL	000000	28.92
		I-2321855	101-4192-426-12	SUPPLIES - PA MOPS-MATS-MICROBURST/PAVILION	000000	92.27
		I-2327424	101-4192-426-14	SUPPLIES - ST TOWELS-BAG-C-ALLS-MATS-MOPS/PW	000000	122.78
		I-2327425	101-4192-426-04	SUPPLIES - CI MATS-MOPS-TOWELS-A-FLSH-BAG/HP	000000	187.98
		I-2327426	101-4192-426-08	SUPPLIES - HI MOPS-MATS-TOWELS-BAG/HIST CNTR	000000	165.77
		I-2327427	101-4192-426-11	SUPPLIES - PA TOWELS-BAGS-C-ALLS-MATS/PARKS	000000	52.12
		I-2327436	101-4192-426-07	SUPPLIES - FI MOPS-MATS-BAG-TOWELS/FIRE HALL	000000	28.92
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-72298-09	101-4192-422-04	PROFESSIONAL TECH SUPPORT/AFC SYSTEM/CH	000000	33.29
		I-72298-09	101-4192-422-11	PROFESSIONAL TECH SUPPORT/AFC SYSTEM/PKS	000000	33.30
		I-72298-09	101-4192-422-14	PROFESSIONAL TECH SUPPORT/AFC SYSTEM/STS	000000	33.30
		I-72298-09	101-4192-422-15	PROFESSIONAL TECH SUPPORT/AFC SYSTEM/TR	000000	33.30
01-2177	PITNEY BOWES					
		I-1243253-SP15	101-4192-422-04	PROFESSIONAL QTRLY LEASING FEE	000000	237.93
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV033422	101-4192-422-01	PROFESSIONAL REDO VALVE INSTALL/A HOUSE	000000	518.75
		I-SRV033425	101-4192-422-17	PROFESSIONAL- FIX RELIEF VALVE-PARTS/76 MUS	000000	226.95
		I-SRV033426	101-4192-422-12	PROFESSIONAL- REPLACE PARTS-DRAIN LINE/PAV	000000	882.52
01-3421	S&C CLEANERS					
		I-104	101-4192-422-04	PROFESSIONAL CLEANING CITY HALL	000000	700.00
01-3685	BLACK HILLS SECURITY &					
		I-R228071	101-4192-422-04	PROFESSIONAL ALARM SYS/10-1-15-12-31-15/CH	000000	89.85
		I-R228072	101-4192-422-04	PROFESSIONAL FIRE ALARM/10-1-15-12-31-15/CH	000000	104.85
01-3838	VAST BROADBAND					
		I-08934501FIREDEPT	101-4192-428-07	UTILITIES - F PHONE/9-24-15-10-24-15/FIRE HA	000000	250.38
		I-091715CH	101-4192-428-04	UTILITIES - C PHONE/9-16-15-10-5-15/C HALL	000000	177.08
		I-091715LIBRARY	101-4192-428-10	UTILITIES - L PHONE-IN/9-16-15-10-15-15/LIB	000000	233.89
		I-091715PW	101-4192-428-14	UTILITIES - S PHONE/9-16-15-10-15-15/PUE WKS	000000	42.12
		I-091915HC	101-4192-428-08	UTILITES - HI PHONE/9-18-15-10-17-15/HIS CNT	000000	117.99
		I-091915RC	101-4192-428-13	UTILITIES - R INTERNET/9-18-15-10-17-15-RC	000000	90.00
		I-091915RC2	101-4192-428-13	UTILITIES - R PHONE-TV/9-18-15-10-17-15/RC	000000	216.21
		I-092115MMBOOTH	101-4192-428	UTILITIES PHONE/9-20-15-10-19-15/MM BTH	000000	39.33

PACKET: 03632 COMBINED - 10/6/15

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
=====						
01-3838	VAST BROADBAND	continued				
		I-092115PAVILION	101-4192-428-12	UTILITIES - P PHONE/9-2-15-10-19-15/PAVILION	000000	39.33
		I-092315MMSHOP	101-4192-428	UTILITIES PHONE/9-22-15-10-21-15/MM SHOP	000000	39.33
01-3875	PMG ENGINEERING					
		I-26667	101-4192-422	PROFESSIONAL GEOTECH EVAL/L MAIN VC-PK LOT	000000	2,660.00
01-3877	MUTUAL OF OMAHA					
		I-427472630	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	6.19
DEPARTMENT 192 PUBLIC BUILDINGS						TOTAL: 38,566.69

01-0467	CULLIGAN OF THE NORTHER					
		I-69516JRL	101-4210-424	RENTALS (4) BOTTLED WATER/POLICE	000000	26.00
		I-70498JRL	101-4210-424	RENTALS WATER COOLER RENTAL/POLICE	000000	15.00
01-0970	FULLER, KELLY					
		I-90515	101-4210-415	GROUP INSURAN REIMBURSEMENT	000000	426.62
01-1399	NEVE'S UNIFORMS, INC.					
		I-RP-035770	101-4210-426	SUPPLIES UNIFORM SHIRTS, PANTS, COAT, GLOV	000000	616.55
		I-RP-035771	101-4210-426	SUPPLIES UNIFORM MOCK TURTLE NECKS	000000	69.84
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-72298-09	101-4210-422	PROFESSIONAL TECH SUPPORT/AFC SYSTEM/PD	000000	33.30
01-1725	QUILL CORPORATION					
		I-7784453	101-4210-426	SUPPLIES SUPPLIES - POLICE DEPT	000000	119.70
01-1867	LESTER, ROB					
		I-091215	101-4210-415	GROUP INSURAN REIMBURSEMENT- 5/23-9/12/15	000000	1,804.50
01-2402	MERTENS, KENNETH					
		I-093015	101-4210-415	GROUP INSURAN REIMBURSEMENT	000000	293.72
01-3877	MUTUAL OF OMAHA					
		I-427472630	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	59.40
DEPARTMENT 210 POLICE						TOTAL: 3,464.63

01-0578	TWIN CITY HARDWARE & LU					
		I-E36806	101-4221-425	REPAIRS BUSHING, SOCKET, COUPLERS	000000	14.27
01-1171	A & B BUSINESS SOLUTION					
		I-IN216910	101-4221-422	PROFESSIONAL COPIER MAINTENANCE - FIRE DEPT	000000	61.47
01-3120	ALERT-ALL CORP.					

PACKET: 03632 COMBINED - 10/6/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3120	ALERT-ALL CORP.	continued				
		I-215090772	101-4221-429	OTHER	PROMO ITEMS/FIRE DEPT	000000 185.00
01-3333	HELMIN, MATT					
		I-092915	101-4221-422	PROFESSIONAL	CITY COMMISSION MTGS-JUN-SEP	000000 200.00
01-3877	MUTUAL OF OMAHA					
		I-427472630	101-4221-415	GROUP INSURAN	LIFE INSURANCE	000000 4.95
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 465.69
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-72298-09	101-4232-422	PROFESSIONAL	TECH SUPPORT/AFC SYSTEM/BI	000000 33.29
01-3877	MUTUAL OF OMAHA					
		I-427472630	101-4232-415	INSURANCE	LIFE INSURANCE	000000 4.93
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 38.22
01-0151	ROCKMOUNT RESEARCH & AL					
		I-1211034	101-4310-425	REPAIRS	WELDING RODS/STREET SHOP	000000 734.20
01-0206	SCHMIDT, WILLIAM					
		I-605688	101-4310-425	REPAIRS	CURB-GUTTER REMOVE-REPLACE	000000 2,884.00
01-0467	CULLIGAN OF THE NORTHER					
		I-68842JRL	101-4310-426	SUPPLIES	(3) BOTTLED WATER/STREETS	000000 19.50
		I-69726JRL	101-4310-426	SUPPLIES	(3) BOTTLED WATER/STREETS	000000 19.50
		I-70195JRL	101-4310-426	SUPPLIES	(4) BOTTLED WATER/STREETS	000000 26.00
01-0578	TWIN CITY HARDWARE & LU					
		I-D330600	101-4310-425	REPAIRS	CONC. MIX-WSHR TAPPER-SCREWS	000000 69.57
		I-D330769	101-4310-424	RENTALS	CONCRETE VIBRATOR RENTAL	000000 26.00
		I-D330769	101-4310-426	SUPPLIES	BATTERIES	000000 8.99
		I-D330966	101-4310-426	SUPPLIES	RATCHET-JOINT-SOCKETS-EXTENS.	000000 68.93
		I-D331311	101-4310-426	SUPPLIES	14" PIPE WRENCH/STREETS	000000 36.99
		I-D331352	101-4310-426	SUPPLIES	(4) GALLONS PAINT THINNER	000000 39.96
		I-E3.5132	101-4310-426	SUPPLIES	(3) 6' ORANGE SAFETY FLAGS	000000 26.97
		I-E34176	101-4310-426	SUPPLIES	CRACK SEALANT	000000 15.98
		I-E34243	101-4310-426	SUPPLIES	(4) BAGS GROMMET REFILL KIT	000000 15.96
		I-E34404	101-4310-425	REPAIRS	(2) 9X4 COARSE RUBBER FLOATS	000000 17.98
		I-E34561	101-4310-426	SUPPLIES	(1) 3" BOLT	000000 6.49
		I-E34614	101-4310-426	SUPPLIES	WASP & HORNET SPRAY	000000 4.99
		I-E35263	101-4310-425	REPAIRS	(2) 60LB BAGS CONCRETE MIX	000000 9.18
		I-E36148	101-4310-426	SUPPLIES	WASHER-NUTS-SCREWS	000000 17.97
		I-E36765	101-4310-426	SUPPLIES	(2) PENETRANT-CNTR SINK PLUGS	000000 45.78

PACKET: 03632 COMBINED - 10/6/15
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 310 STREETS
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0619	TWILIGHT FIRST AID & SA	I-202339X	101-4310-426	SUPPLIES REPLENISH 1ST AID KIT/STREETS	000000	71.85
01-0791	HD SUPPLY WATERWORKS	I-E342113	101-4310-425	REPAIRS STORM DRAIN LID FOR REPLACEMNT	000000	291.90
01-1333	DEADWOOD ELECTRIC	I-21153	101-4310-422	PROFESSIONAL WORK ON ST LTS BY TC HARDWARE	000000	111.22
		I-21154	101-4310-422	PROFESSIONAL REPIPE-PULL WIRE/DUNLOP	000000	723.94
01-1374	BUTLER MACHINERY COMPAN	I-06PS0457979	101-4310-425	REPAIRS SHIMS-STRIP-WEAT/143H CAT	000000	261.83
01-1506	DALES TIRE & RETREADING	I-567669	101-4310-425	REPAIRS CASINGS-BDL CAPS-TIRES/FL70 FL	000000	1,142.00
01-3877	MUTUAL OF OMAHA	I-427472630	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	30.94
			DEPARTMENT 310 STREETS	TOTAL:		6,728.62
01-0213	TRUGREEN CHEM-LAWN	I-38891562	101-4520-425	REPAIRS LAWN SERVICE/ADAMS MUSEUM	000000	73.50
		I-38908291	101-4520-425	REPAIRS LAWN SERVICE/SOFTBALL FIELDS	000000	502.00
		I-38908910	101-4520-425	REPAIRS LAWN SERVICE/FERGUSON FIELD	000000	371.75
01-0243	VAN DIEST SUPPLY COMPAN	I-82171	101-4520-426	SUPPLIES (10) 2 X2.5 GAL MOSQUITO SPRAY	000000	671.50
01-0467	CULLIGAN OF THE NORTHER	I-68840JRL	101-4520-426	SUPPLIES (5) BOTTLED WATER/PARKS	000000	32.50
		I-69731JRL	101-4520-426	SUPPLIES (3) BOTTLED WATER/PARKS	000000	19.50
		I-70203JRL	101-4520-426	SUPPLIES (1) BOTTLED WATER/PARKS	000000	6.50
		I-70497JRL	101-4520-426	SUPPLIES WATER COOLER RENTAL/PARKS	000000	15.00
01-0578	TWIN CITY HARDWARE & LU	I-D330401	101-4520-434	MACHINERY/EQU 16X4-6 PANELS	000000	3,325.00
		I-E34111	101-4520-426	SUPPLIES 1/2 GAL CONCENTRATED ROUNDUP	000000	46.99
		I-E34177	101-4520-426	SUPPLIES BLK HI-HEAT SPRAY PAINT-FSTNER	000000	18.34
		I-E34625	101-4520-426	SUPPLIES PLIERS-WRENCH-SPONGE MOP	000000	53.97
		I-E35155	101-4520-426	SUPPLIES GLOVES-MOUSE TRAP/PARKS	000000	24.97
		I-E35413	101-4520-425	REPAIRS (4) BAGS 1/2 CUT FT RIVER ROCK	000000	17.96
		I-E36019	101-4520-426	SUPPLIES (4) BAGS 60 LB CONCRETE MIX	000000	18.36
		I-E36061	101-4520-426	SUPPLIES SINGLE TO TWIN LAMP HOLDER	000000	5.99
01-0619	TWILIGHT FIRST AID & SA	I-202338X	101-4520-426	SUPPLIES REPLENISH 1ST AID KIT/PARKS	000000	63.80

PACKET: 03632 COMBINED - 10/6/15

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
01-0653	FASTENAL COMPANY					
		I-SDSPE83943	101-4520-426	SUPPLIES (12) CANS OF BLACK RUSTO	000000	56.78
		I-SDSPE84093	101-4520-426	SUPPLIES (6) CANS DAR GREY AUTO PRIMER	000000	41.81
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1350015	101-4520-425	REPAIRS BUSHING-HNDLE LATCH-WSHRS-NUTS	000000	64.02
01-1862	HERSRUDS OF STURGIS					
		I-155194	101-4520-425	REPAIRS PINS-LOCK-BUSHINGS-PLUG	000000	236.15
		I-155249	101-4520-425	REPAIRS PIN-(4) BUSHINGS	000000	79.86
01-3877	MUTUAL OF OMAHA					
		I-427472630	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	25.99
DEPARTMENT 520 PARKS						TOTAL: 5,772.24
01-0382	ARLETH LAND SURVEYING L					
		I-1005	101-4640-422	PROFESSIONAL 9305 FLAG LINE ROBLEY TRCT	000000	270.00
		I-1006	101-4640-422	PROFESSIONAL 9308 Lot R8 Blk 70 corners/fla	000000	187.50
01-3314	CENTURY BUSINESS PRODUC					
		I-291658	101-4640-428	UTILITIES Contract 08/09-09/08/15	000000	350.35
01-3877	MUTUAL OF OMAHA					
		I-427472630	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
DEPARTMENT 640 PLANNING AND ZONING						TOTAL: 815.28
FUND 101 GENERAL FUND						TOTAL: 57,359.80

PACKET: 03632 COMBINED - 10/6/15

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE NORTHER	I-82957JRL	206-4550-426	SUPPLIES (4) BOTTLED WATER-CUPS/LIBRARY	000000	27.00
01-0973	PETTY CASH- LIBRARY	I-100115	206-4550-426	SUPPLIES REIMBURSE-POSTAGE STAMPS	000000	49.00
01-1171	A & B BUSINESS SOLUTION	I-IN214174	206-4550-426	SUPPLIES COPIER MAINTENANCE - LIBRARY	000000	39.40
01-1514	RAPID CITY JOURNAL SUBS	I-100115	206-4550-434	BOOKS, MAPS A SUBSCRIPTION	000000	283.40
01-1562	MIDWEST TAPE	I-93215660	206-4550-434	BOOKS, MAPS A DVDs	000000	97.96
		I-93238442	206-4550-434	BOOKS, MAPS A DVDs	000000	63.97
01-1626	SERVALL UNIFORM AND LIN	I-2321191	206-4550-425	REPAIRS TOWELS & MOP	000000	21.22
01-1930	CHANEY-MOODIE, JEANETTE	I-093015	206-4550-427	TRAVEL REIMBURSEMENT-KOHA TRAINING	000000	145.02
01-3032	OTIS ELEVATOR COMPANY	I-CLH65013ZA15	206-4550-425	REPAIRS 4TH QTR CONTRACT	000000	120.81
01-3877	MUTUAL OF OMAHA	I-427472630	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
			DEPARTMENT 550	LIBRARY	TOTAL:	857.68
			FUND	206	LIBRARY FUND	TOTAL: 857.68

PACKET: 03632 COMBINED - 10/6/15

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0124	TRIDLE, JOHN					
		I-091615JT	209-4510-426	SUPPLIES	REIMB./JOHN TRIDLE-COFFEE/RC	000000 47.65
01-0223	COCA COLA BOTTLING HIGH					
		I-1525341	209-4510-426	SUPPLIES	AQUAPURE-RETURNABLES/RC	000000 30.60
		I-1546013	209-4510-426	SUPPLIES	AQUAPURE-RETURNABLES/RC	000000 15.45
01-0360	ABC BUSINESS SUPPLY					
		I-9117	209-4510-426	SUPPLIES	INK CAARTRIDGES/RC COPIER	000000 99.09
01-2645	HAWKINS INC					
		I-3778647	209-4510-425	REPAIRS	CHEMICALS/REC CENTER	000000 1,031.60
01-3092	ASSOCIATED SUPPLY COMPA					
		I-79022	209-4510-425	REPAIRS	HANOVIA UV BULB/REC CENTER	000000 740.82
01-3877	MUTUAL OF OMAHA					
		I-427472630	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
DEPARTMENT 510 REC CENTER					TOTAL:	1,970.16
FUND 209 BED & BOOZE FUND					TOTAL:	1,970.16

PACKET: 03632 COMBINED - 10/6/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3812	SOUTH DAKOTA HISTORICAL	I-CB-1130	215-4572-235	VISITOR MGMT SPONSORSHIPS 2015	000000	250.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 250.00
01-1102	THIS OLD HOUSE	I-9115	215-4573-325	HIST. INTERP. RENEWAL FOR 2016	000000	10.00
01-2007	JULIN, SUZANNE	I-91415	215-4573-335	HIST. INTERP. TOSCANA TREBER UMENTHUM INTERV	000000	1,950.00
01-2014	TOMS, DON	I-2015_LC_7	215-4573-335	HIST. INTERP. BOOK 7 LETTERS	000000	630.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 2,590.00
01-1225	CAI CONSTRUCTION, LLC	C-APP 9 - CR	215-4575-515	GRANT/LOAN RE REVERSE PAYMENT	000000	22,638.17
		I-APP 9 - 2 DUDLEY	215-4575-515	GRANT/LOAN RE 2 DUDLEY RW MORGAN	000000	22,638.17
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 0.00
01-3875	FMG ENGINEERING	I-26667	215-4576-600	PROFES. SERV. GEOTECH EVAL/L MAIN VC-PK LOT	000000	2,660.00
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL: 2,660.00
01-0578	TWIN CITY HARDWARE & LU	I-D330853	215-4577-760	CAPITAL ASSET (12) 17W DIM LED BULBS/ST LTS	000000	239.88
01-0643	CUSTOM DECOR MASONRY	I-403739	215-4577-700	CAPITAL ASSET FOUNDATION-WALL REPAIR/CH	000000	1,796.75
01-2625	J. SCULL CONSTRUCTION	I-App 4	215-4577-735	CAPITAL ASSET Days of 76 Grand Stands	000000	490,218.88
DEPARTMENT 577 HP FIXED CAPITAL ASSETS O						TOTAL: 492,255.51
01-0097	FARMER BROTHERS CO	I-62526039	215-4641-426	SUPPLIES CREAMER & TEA	000000	26.10
01-0467	CULLIGAN OF THE NORTHER	I-69071JRL	215-4641-426	SUPPLIES WATER COOLER RENTAL/HP	000000	15.00
		I-69987JRL	215-4641-426	SUPPLIES (4) BOTTLED WATER/HP	000000	26.00

PACKET: 03632 COMBINED - 10/6/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE NORTHER	continued				
	I-70496JRL	215-4641-426	SUPPLIES	(1) BOTTLED WATER/HP	000000	15.00
01-0782	JACOBS PRECISION WELDIN					
	I-22195	215-4641-426	SUPPLIES	METAL SIGNS FOR GRANTPROGRAMS	000000	112.80
	I-22199	215-4641-426	SUPPLIES	METAL FOR SIGNS GRANT PROGRAMS	000000	31.96
01-2205	KUCHENBECKER, KEVIN					
	I-91115	215-4641-427	TRAVEL	SHPO BUDGET HEARING	000000	251.44
01-3812	SOUTH DAKOTA HISTORICAL					
	I-092115	215-4641-427	TRAVEL	BLAIR HORSE EFFIGY	000000	110.00
01-3877	MUTUAL OF OMAHA					
	I-427472630	215-4641-415	GROUP INSURAN LIFE INSURANCE		000000	17.33
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						605.63
FUND 215 HISTORIC PRESERVATION TOTAL:						498,361.14

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3906	LEWIS, TRACY					
		I-092315	216-1310	DUE FROM OTHE WORK DONE AT 512 CLIFF	000000	2,340.12
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						2,340.12
01-0623	LAWRENCE TITLE COMPANY					
		I-09/23/15	216-4653-960	CLOSING CO TITLE WORK HICKS, LEWIS	000000	300.00
01-1496	LAWRENCE CO. REGISTER O					
		I-092315	216-4653-960	CLOSING CO REC FEES HICKS, LEWIS, JULIUS	000000	240.00
		I-092515	216-4653-962-03	WINDOWS GRANT TROUTON UNDERHILL PIKE VECCHI	000000	60.00
		I-092515	216-4653-962-04	SIDING GRANT TROUTON UNDERHILL PIKE VECCHI	000000	60.00
01-2572	PIKE, MATTHEW					
		I-091015	216-4653-962-04	SIDING GRANT SIDING GRANT PLUMER INVOICE	000000	469.39
01-2857	NEIGHBORHOOD LENDING SE					
		I-092315	216-4653-960	CLOSING CO HICKS LEWIS FLOYD GORDER JULIU	000000	147.20
01-3892	TROUTON, JEFF AND LAURE					
		I-407408	216-4653-962-03	WINDOWS GRANT WINDOW GRANT UMENTHOM	000000	800.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						2,076.59
				FUND	216	REVOLVING LOAN
						TOTAL:
						4,416.71

PACKET: 03632 COMBINED - 10/6/15

VENDOR SET: 01

FUND : 544 ST. AMBROSE PROJECT

DEPARTMENT: 370 ST. AMBROSE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1225	CAI CONSTRUCTION, LLC					
		I-5253	544-4370-422	PROFESSIONAL St. Ambrose Tree Removal	000000	765.31
		I-9	544-4370-422	PROFESSIONAL ST. AMBROSE PHASE 4 PAYMENT 9	000000	6,000.00
		I-APP 7	544-4370-422	PROFESSIONAL ST AMBROSE PH 5 APP 7	000000	22,547.70
				DEPARTMENT 370 ST. AMBROSE	TOTAL:	29,313.01
				FUND 544 ST. AMBROSE PROJECT	TOTAL:	29,313.01

PACKET: 03632 COMBINED - 10/6/15

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
01-0578	TWIN CITY HARDWARE & LU					
		I-E34953	602-4330-425	REPAIRS SCREWDRIIVER-BIT HOLDER-TAPE	000000	16.57
		I-E35458	602-4330-426	SUPPLIES KEY RINGS-WINTER LATEX GLOVES	000000	16.98
		I-E36570	602-4330-426	SUPPLIES (2) CANS BRT YELLOW RUST SPRAY	000000	8.98
		I-E37077	602-4330-425	REPAIRS (4) FASTENERS	000000	6.76
01-0619	TWILIGHT FIRST AID & SA					
		I-202339X	602-4330-426	SUPPLIES REPLENISH 1ST AID KIT/WATER	000000	55.96
01-0684	NORTHWEST PIPE FITTINGS					
		I-172256	602-4330-425	REPAIRS BOLTS-EXTENSIONS-LID-WTR PARTS	000000	1,781.26
01-0841	TSP, INC.					
		I-0049428	602-4330-433-01	CIP-HIWAY 85 WATER SYS IMPRV./85 PROJECT	000000	6,936.54
01-1365	SD PUBLIC HEALTH LAB					
		I-10567117	602-4330-422	PROFESSIONAL COLIFORM TESTING/LD SAN. DIST.	000000	30.00
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-72298-09	602-4330-422	PROFESSIONAL TECH SUPPORT/AFC SYSTEM/WTR	000000	33.30
01-3484	SEMAPHORE CORPORATION					
		I-093015	602-4330-426	SUPPLIES ZP4 SOFTWARE/UTILITY MAILINGS	000000	105.50
01-3877	MUTUAL OF OMAHA					
		I-427472630	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	16.09
DEPARTMENT 330 WATER						TOTAL: 9,007.94
FUND 602 WATER FUND						TOTAL: 9,007.94

PACKET: 03632 COMBINED - 10/6/15

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
01-0508	GALLS, LLC					
		I-4083999	610-4360-426	SUPPLIES UNIFORM BOOTS	000000	165.06
01-1003	VERIZON WIRELESS					
		I-9752180341	610-4360-424	RENTALS PHONE SERVICE - METERS	000000	40.01
01-2104	INTEGRATED PARKING SOLU					
		I-5859	610-4360-422	PROFESSIONAL ANNUAL MAINT.-PARKING SOFTWARE	000000	3,456.00
01-3712	PASSPORT PARKING, INC.					
		I-2024	610-4360-422	PROFESSIONAL MOBILE PAY - METERS	000000	38.50
01-3877	MUTUAL OF OMAHA					
		I-427472630	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
01-3907	ALPHABET SIGNS					
		I-56278	610-4360-426	SUPPLIES SIGN	000000	205.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						3,919.42
01-0360	ABC BUSINESS SUPPLY					
		I-9102	610-4361-426	SUPPLIES POP UPS, NOTE PADS, COPY PAPER	000000	28.84
		I-9108	610-4361-426	SUPPLIES LABELS, HAND TALLIES	000000	102.67
01-0467	CULLIGAN OF THE NORTHER					
		I-70499JRL	610-4361-426	SUPPLIES SOFTENER RENTAL/TROLLEY	000000	22.00
01-0578	TWIN CITY HARDWARE & LU					
		I-D331214	610-4361-426	SUPPLIES WOOD CLEANER	000000	33.98
01-0619	TWILIGHT FIRST AID & SA					
		I-202340x	610-4361-426	SUPPLIES FIRST AID SUPPLIES - TROLLEY	000000	89.65
01-1503	BLACK HILLS SPECIAL SER					
		I-3576	610-4361-422	PROFESSIONAL TROLLEY CLEANING - AUGUST	000000	2,115.00
01-1626	SERVALL UNIFORM AND LIN					
		I-2318960	610-4361-426	SUPPLIES TOWELS & MATS	000000	74.13
		I-2322386	610-4361-426	SUPPLIES TOWELS & MATS	000000	65.30
		I-2325522	610-4361-426	SUPPLIES TOWELS & MATS	000000	69.93
		I-2328611	610-4361-426	SUPPLIES TOWELS & MATS	000000	65.30
01-3641	ALL AROUND AUTO, LLC					
		I-303338	610-4361-426	SUPPLIES BLUE DEF OIL	000000	214.83
		I-303339	610-4361-426	SUPPLIES GREASE CART, OIL	000000	183.04
		I-303346	610-4361-426	SUPPLIES OIL FILTERS	000000	29.88
		I-303432	610-4361-426	SUPPLIES 3 DR 12PC-SET	000000	88.57
		I-303829	610-4361-426	SUPPLIES BRACKETS	000000	10.60

PACKET: C3632 COMBINED - 10/6/15

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA	I-427472630	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
DEPARTMENT 361 TROLLEY DEPARTMENT					TOTAL:	3,203.62
FUND 610 PARKING/TRANSPORTATION					TOTAL:	7,123.04

10/02/2015 11:49 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

PACKET: 03632 COMBINED - 10/6/15

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS POWER & LIG					
		I-092515POWER	611-4362-428	UTILITIES	ELECTRICITY/PARKING RAMP	000000 1,944.88
				DEPARTMENT 362	MAIN STREET RAMP	TOTAL: 1,944.88
				FUND	611 MAIN STREET RAMP	TOTAL: 1,944.88

PACKET: 03632 COMBINED - 10/6/15

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
01-1351	GREAT WESTERN TIRE, INC					
		I-1-196448	701-4324-425	REPAIRS	TIRE RPR-SVC CALL/929F TCD LDR 000000	109.50
		I-1-196558	701-4324-425	REPAIRS	TIRE RPR-SVC CALL/928F TCD LDR 000000	109.50
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-72298-09	701-4324-422	PROFESSIONAL	TECH SUPPORT/AFC SYSTEM/TCD 000000	33.30
			DEPARTMENT 324	RUBBLE SITE	TOTAL:	252.30
			FUND	701 RUBBLE SITE	TOTAL:	252.30

10/02/2015 11:49 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

PACKET: 03632 COMBINED - 10/6/15

VENDOR SET: 01

FUND : 721 TIF #5 B.Y. DEVELOPMENT

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3673	LIBERTY NATIONAL BANK					
		I-RP-15-0016685	721-4000-429	OTHER TIF PYMT - OPTIMA, LLC	000000	81.58
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	81.58
				FUND 721 TIF #5 B.Y. DEVELOPMENT	TOTAL:	81.58
					REPORT GRAND TOTAL:	610,688.24

9/22/2015 8:24 AM

A/P Regular Open Item Register

PAGE: 1

PACKET: 03622 WELLMARK PAYMENT - 9/22/1

VENDOR SET: 01 CITY OF DEADWOOD

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

Add'l Bill-

10/5/2015

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0433			WELLMARK BLUE CROSS BLUE SHIEL				
I-091015			HEALTH INSURANCE - OCT.	39,521.63			
9/22/2015	FNBAP		DUE: 9/22/2015 DISC: 9/22/2015		1099: N		
			WELLMARK BLUE CROSS AND BLUE S		101 4142-415	GROUP INSURANCE	2,400.09
			WELLMARK BLUE CROSS AND BLUE S		101 4310-415	GROUP INSURANCE	7,134.23
			WELLMARK BLUE CROSS AND BLUE S		101 4221-415	GROUP INSURANCE	994.82
			WELLMARK BLUE CROSS AND BLUE S		101 4520-415	GROUP INSURANCE	4,116.25
			WELLMARK BLUE CROSS AND BLUE S		101 4192-415	GROUP INSURANCE	1,243.53
			WELLMARK BLUE CROSS AND BLUE S		101 4210-415	GROUP INSURANCE	9,820.42
			WELLMARK BLUE CROSS AND BLUE S		101 4640-415	GROUP INSURANCE	919.52
			WELLMARK BLUE CROSS AND BLUE S		206 4550-415	GROUP INSURANCE	1,405.27
			WELLMARK BLUE CROSS AND BLUE S		209 4510-415	GROUP INSURANCE	1,490.77
			WELLMARK BLUE CROSS AND BLUE S		215 4641-415	GROUP INSURANCE	3,467.29
			WELLMARK BLUE CROSS AND BLUE S		602 4330-415	GROUP INSURANCE	2,724.10
			WELLMARK BLUE CROSS AND BLUE S		610 4360-415	GROUP INSURANCE	1,405.27
			WELLMARK BLUE CROSS AND BLUE S		610 4361-415	GROUP INSURANCE	1,480.57
			WELLMARK BLUE CROSS AND BLUE S		101 4232-415	INSURANCE	919.50
			=== VENDOR TOTALS ===	39,521.63			
			=== PACKET TOTALS ===	39,521.63			

~ PROCLAMATION ~

WHEREAS, on a global scale, over 1.6 billion people live in inadequate shelter; and

WHEREAS, secure tenure not only facilitates opportunities for investment and wealth accumulation, but also provides a source of identity, status and political power and serves as a basis for the pursuit of other rights; and

WHEREAS, the United Nations General Assembly has declared the first Monday in October as World Habitat Day, a time to recognize the basic need for adequate shelter in a world where it is lacking for so many.

WHEREAS, in recognition of World Habitat Day 2015, October 5th, Black Hills Area Habitat for Humanity will address the lack of decent housing around the world, including the need for affordable housing in the Black Hills; and

WHEREAS, Black Hills Area Habitat for Humanity will continue to build and preserve simple, decent, affordable housing for hard-working families in the Black Hills, in the context of working to revitalize neighborhoods, while reducing environmental impact by recycling building materials through Habitat ReStores; and

NOW, therefore, I, Charles Turbiville, Mayor of Deadwood, SD, do hereby proclaim October 5th, 2015, and the first Monday of every October, to be

WORLD HABITAT DAY in the City of Deadwood, SD

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Deadwood to be affixed this 5th day of October in the year of our Lord Two Thousand and Fifteen.

(SEAL)

Mayor

Date

10-5-15
5B

PETITION FOR ANNEXATION

The undersigned owners of real property described below, do hereby PETITION for annexation into the municipal boundaries of the City of Deadwood pursuant to SDCL § 9-4-1, et. alia, and represent as follows:

1. That they are the owners (or owner's representative) of real property in the territory lying contiguous to the present limits of the City of Deadwood, Lawrence County, South Dakota.
2. That they constitute not less than three-fourths of the registered voters and the owners of not less than three-fourths of the value of the territory to be annexed and they desire to have such property annexed into the City of Deadwood and become a part thereof.
3. That attached hereto is a certified copy of an accurate plat or map of such territory to be so annexed, in relation to presently existing boundaries of the City of Deadwood showing that such territory to be annexed does lie contiguous to the existing boundaries of the City of Deadwood.
4. That the territory to be annexed is shown on the annexation map attached hereto and is more particularly described below:

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

5. On the basis both parties recognize no more than two thousand dollars (\$2,000.00) shall be expended in performing the translation;
6. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
7. GENESEE VALLEY may subcontract portions of this agreement, at their cost.
8. Upon the eight documents and translations being returned to CITY, GENESEE VALLEY shall submit an invoice for work completed and be paid an amount not to exceed two thousand dollars (\$2,000.00) by CITY.
9. Either party may terminate this agreement upon providing the other party with thirty (30) days' notice, in writing, and served upon the other party via certified mail; however, within one (1) week of such notice, GENESEE VALLEY shall return the documents provided by CITY and work completed to date to CITY.
10. GENESEE VALLEY is an independent contractor and this agreement shall not be construed as creating any type of relationship, including, but not limited to, principal and agent, or employer and employee between CITY and GENESEE VALLEY.
11. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with applicable state and federal law; and
12. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

[signatures and acknowledgments on following page]

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

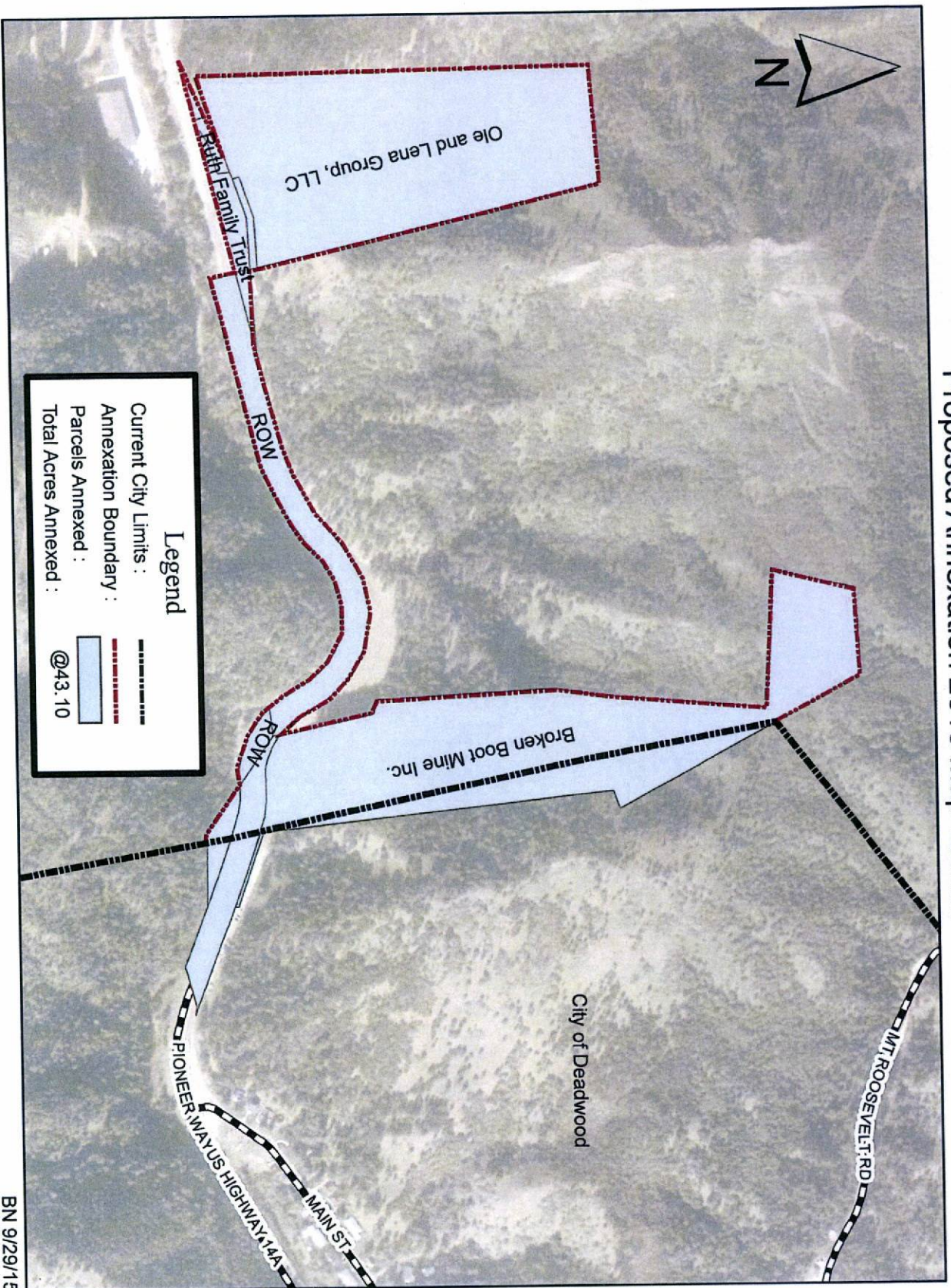
The Bergen and Bergen Fraction, Mineral Survey 1940, Located in Section 22 and 27, Township 5 North, Range 3 East, Black Hills Meridian, Lawrence County, South Dakota, Comprising 19.02 acres, more or less, less all easements and encumbrances of record.

Robert J. Ruth Sr.
Owner/Petitioner/Representative
Ruth Family Trust

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

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

Proposed Annexation 2015 Map Exhibit



AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
DAKOTA PRAIRIE LANDSCAPES, LLC

10-5-15
6A

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 DAKOTA PRAIRIE LANDSCAPES, LLC, with its principal place of business located at 16768 Highway 1416, New Underwood, South Dakota 57761, hereinafter referred to as "Dakota Prairie;"

WHEREAS, DAKOTA PRAIRIE; has agreed to perform specific tasks concerning installing two storm water catch basin along the Mickelson Trail, for a total sum not to exceed Ninety Thousand Three Hundred Twelve and 40/100ths dollars (\$90,312.40); and

WHEREAS, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which DAKOTA PRAIRIE shall perform the services concerning the drainage improvements along the Mickelson Trail; and

WHEREAS, the CITY has accepted the proposal from DAKOTA PRAIRIE 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. DAKOTA PRAIRIE shall install two storm water catch basins with associated PVC piping, an area inlet, a drop inlet, a boulder retaining wall pursuant to the plans, drawings and specifications of the Mickelson Trail Drainage Improvements Project Manual, incorporated herein by reference;
3. DAKOTA PRAIRIE shall attend periodic meetings with CITY and utilities representatives for the purpose of coordination and scheduling during the construction;
4. DAKOTA PRAIRIE shall submit to CITY a construction schedule and traffic control plan along with any other notices as indicated in the Notice to Proceed.
5. DAKOTA PRAIRIE shall be responsible for providing water for compaction as

required or needed and shall make arrangements for water use with CITY. Further DAKOTA PRAIRIE shall be responsible for dewatering;

6. DAKOTA PRAIRIE shall confine activities to the public right of way and established easements. DAKOTA PRAIRIE shall not operate or place equipment on private property without the property owner's written consent. Such written consent shall be provided to the CITY prior to placement or operating of equipment on private property;
7. DAKOTA PRAIRIE shall lay aggregate surfacing on trail surface where the trail is restored to original condition or wherever trail has been disturbed. All grass areas disturbed during construction shall be restored to existing conditions or better, including the use of seeding, fertilizing and erosion control blankets.
8. DAKOTA PRAIRIE shall be responsible for all waste disposal on project and shall have the disposal site preapproved by CITY;
9. DAKOTA PRAIRIE shall be responsible for construction staking;
10. All work shall be completed by December 31, 2015 with substantial completion by October 31, 2015, weather permitting;
11. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
12. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
13. DAKOTA PRAIRIE shall perform these services with reasonable diligence and expediency consistent with sound professional practices.
14. DAKOTA PRAIRIE 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. DAKOTA PRAIRIE 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 DAKOTA PRAIRIE in connection with this agreement or services performed or materials provided pursuant to this contract;
16. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to DAKOTA PRAIRIE;

17. DAKOTA PRAIRIE shall be paid in an amount not to exceed Ninety Thousand Three Hundred Twelve and 40/100ths dollars (\$90,312.40) for work completed unless change orders are agreed upon in writing prior to incurring any additional costs;
18. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied

Dated this ____ day of _____, 2015.

CITY OF DEADWOOD

By: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

DAKOTA PRAIRIE LANDSCAPES, LLC

By: _____

Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared Brant Sharkey, known to me to be the _____ of Dakota Prairie Landscapes, LLC whose name is subscribed to the foregoing instrument and acknowledged that they 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: _____



10-5-15
6D

City of Deadwood, South Dakota Mayor's Proclamation

WHEREAS, the city of Deadwood, South Dakota is committed to ensuring the safety and security of all those living in and visiting Deadwood; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed 2,755 people in the United States in 2013, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 369,500 home fires; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, three out of five home fire deaths result from fires in properties without working smoke alarms; and

WHEREAS, in one-fifth of all homes with smoke alarms, none were working; and

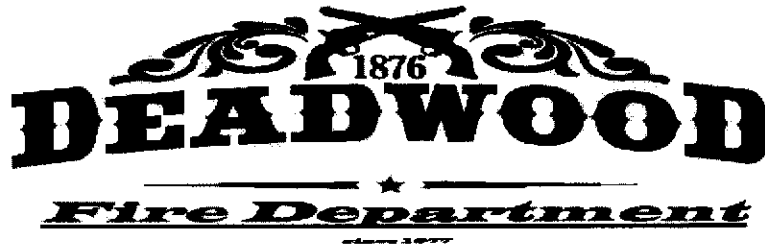
WHEREAS, when smoke alarms should have operated but did not do so it was usually because batteries were missing, disconnected, or dead; and

WHEREAS, half of home fire deaths result from fires reported at night between 11 p.m. and 7 a.m. when most people are asleep; and

WHEREAS, Deadwood residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Deadwood residents should install smoke alarms and alert devices that meet the needs of people who are deaf or hard of hearing; and

WHEREAS, Deadwood residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and



WHEREAS, Deadwood first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Deadwood residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2015 Fire Prevention Week theme, "Hear the Beep Where You Sleep. Every Bedroom Needs a Working Smoke Alarm!" effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

THEREFORE, I Chuck Turbiville Mayor of Deadwood do hereby proclaim October 4-10, 2015, as Fire Prevention Week throughout this city, and I urge all the people of Deadwood to install smoke alarms in every bedroom, outside each sleeping area, and on every level of the home, including the basement and to support the many public safety activities and efforts of Deadwood fire and emergency services during Fire Prevention Week 2015.

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



Mike Runge
Archivist
Telephone (605) 578-2082

10/5/15
6 F

MEMORANDUM

Date: September 28, 2015
To: City of Deadwood Commission
From: Deadwood Historic Preservation Office
Re: Signing Contract with Genesee Valley Daoist Hermitage

The Deadwood Historic Preservation Office is requesting permission for the Mayor to sign the contract with the Genesee Valley Daoist Hermitage of Genesee, Idaho to transcribe eight (8) pages of photocopied documents pertaining to Wing Tsue Emporium (568 Main Street) and Fee Lee Wong. In 2003, the Sulentic Family of Deadwood, South Dakota presented the City of Deadwood with copies of these documents.

The proposed documents include herbal medical remedies and a listing of herbs. Upon completion of this transcription project, the information will be incorporated into the botanical project underway with Black Hills State University herbarium.

The contract was reviewed and approved by legal counsel on September 22, 2015. The cost for this project will not exceed \$2,000.00 and funding will come from the City Archives line item. The contract is attached to this memorandum.

RECOMMENDATION:

Allow the Mayor to sign the contract with Genesee Valley Daoist Hermitage of Genesee, Idaho to transcribe eight (8) pages of photocopied documents pertaining to Wing Tsue Emporium (568 Main Street) and Fee Lee Wong. The cost for this project will not exceed \$2,000.00 and funding will come from the City Archives line item.

AGREEMENT BETWEEN CITY OF DEADWOOD AND
GENESEE VALLEY DAOIST HERMITAGE

This agreement is made by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives Department (hereinafter referred to as "CITY") and Genesee Valley Daoist Hermitage with its principal place of business located at 1010 Genesee-Troy Road, Genesee, Idaho 83832-0123 (hereinafter referred to as "GENESEE VALLEY").

The purpose of this agreement is to set forth the terms and conditions of the agreement between CITY and GENESEE VALLEY to provide the translation of eight (8) documents from Chinese to English.

GENESEE VALLEY has the experience and expertise to perform the translation.

Based upon the representations and understanding of each party, CITY and GENESEE VALLEY agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The parties agree it is the GENESEE VALLEY's responsibility to comply with all local and state laws relating to workman's compensation, register, report and pay all necessary taxes and insurance, including, but not limited to Social Security, FICA, Unemployment Insurance and comply with the Equal Employment Opportunities Act.
2. GENESEE VALLEY shall provide its own office space, equipment and materials needed to meet the requirements of this agreement.
3. GENESEE VALLEY shall create and provide CITY with a transcription of each of the eight documents from Chinese to English.

5. On the basis both parties recognize no more than two thousand dollars (\$2,000.00) shall be expended in performing the translation;
6. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
7. GENESEE VALLEY may subcontract portions of this agreement, at their cost.
8. Upon the eight documents and translations being returned to CITY, GENESEE VALLEY shall submit an invoice for work completed and be paid an amount not to exceed two thousand dollars (\$2,000.00) by CITY.
9. Either party may terminate this agreement upon providing the other party with thirty (30) days' notice, in writing, and served upon the other party via certified mail; however, within one (1) week of such notice, GENESEE VALLEY shall return the documents provided by CITY and work completed to date to CITY.
10. GENESEE VALLEY is an independent contractor and this agreement shall not be construed as creating any type of relationship, including, but not limited to, principal and agent, or employer and employee between CITY and GENESEE VALLEY.
11. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with applicable state and federal law; and
12. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

[signatures and acknowledgments on following page]

Dated this ____ day of _____, 2015.

CITY OF DEADWOOD

By _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2015.

GENESEE VALLEY DAOIST HERMITAGE

By: _____
Its: _____

State of _____)
County of _____) SS

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared _____ as _____ of the Maryland Archeological Conservation Laboratory, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

10-5-15
6H

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

STATE OF SOUTH DAKOTA)	PERMANENT EASEMENT
)ss	AND TEMPORARY
COUNTY OF LAWRENCE)	CONSTRUCTION EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Deadwood Hospitality Resort, LLC, 201 Big Beaver Road, Ste. 1050, Troy, MI, 48084-4154 (Grantor) hereby grants and conveys unto the City of Deadwood, a South Dakota municipality of 102 Sherman Street, Deadwood, SD 57732, (Grantee) a Permanent Easement and Temporary Construction Easement as shown on the attached Exhibit A, subject to the conditions hereinafter set forth.

The property subject to this Permanent Easement and Temporary Construction Easement is legally described as:

Lot 1 of Deadwood Gulch Addition II, being a subdivision of Tract A of
Deadwood Gulch Addition II, located in the NE1/4, SE1/4 and SW1/4 of Section
27 Township 5 North, Range 3 East of the Black Hills Principal Meridian, City of
Deadwood, Lawrence County, South Dakota
(Parcel #30210-00100-00011)

These easements shall include the right to construct, install, maintain, repair, remove and replace the drainage and landscaping features upon said property as shown on Exhibit A, attached hereto. These easements shall include the right to enter upon the afore-described real property and otherwise to do those things reasonably necessary to effectuate their purpose.

These easements will not interfere with Grantor's ingress and egress to its property via the existing entrance to the property.

Grantor and its successors and assigns agree not to build, create, construct, or permit to be built, created, or constructed any obstruction, building, or other structures upon, over, or under the land herein described that would interfere with the drainage easement or Grantee's rights hereunder

Grantee shall bear all cost associated with the construction, care, maintenance and repair of the easement and agrees to perform all work in a workmanlike manner. The Temporary Construction Easement will expire upon completion of the installation of the drainage and landscape features. Any damage caused to Grantor's property will be restored to its original condition at Grantee's expense.

Dated this 16th day of Sept., 2015.

GRANTOR
LANDOWNER

DEADWOOD HOSPITALITY RESORT, LLC

By: Randall C. Orley

Its: Manager

STATE OF Michigan)
COUNTY OF OAKLAND)ss

On this, the 16th day of Sept., 2015, before me, the undersigned officer, personally appeared RANDALL C. ORLEY, MANAGER of Deadwood Hospitality Resort, LLC, who acknowledged that Deadwood Hospitality Resort, LLC is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.

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

(SEAL)

Nancy Danko
Notary Public
My commission expires: 10-10-2021

NANCY DANKO
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 10, 2021
ACTING IN COUNTY OF OAKLAND

Dated this _____ day of _____, 2015.

GRANTEE
CITY OF DEADWOOD:

By: _____
Charles Turbiville
Its: Mayor

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)

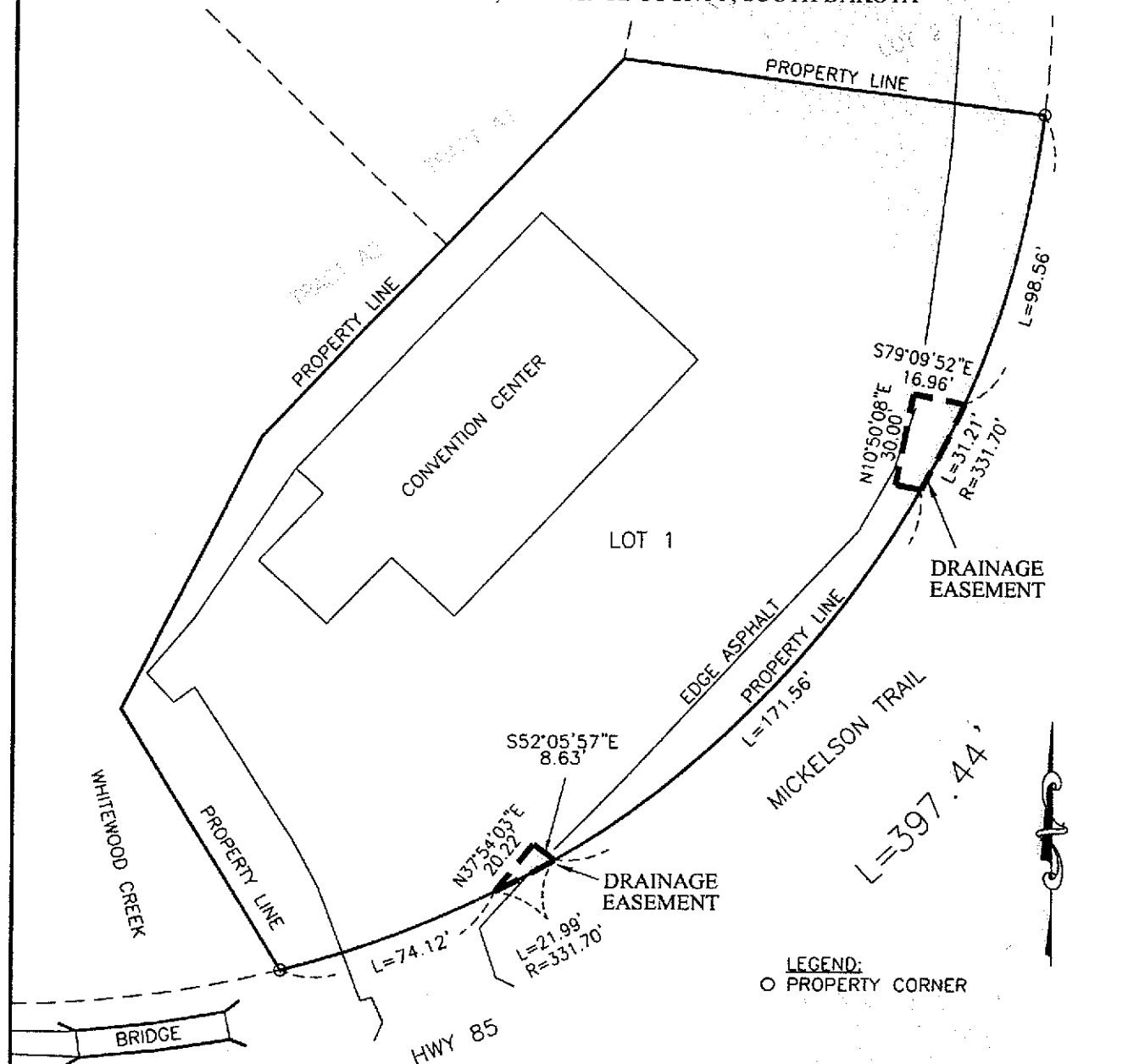
On this, the ____ day of _____, 2015, before me, the undersigned officer, personally appeared Charles Turbiville who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public
My commission expires: _____

EXHIBIT A
DRAINAGE EASEMENTS ON
LOT 1 OF DEADWOOD GULCH ADDITION II,
BEING A SUBDIVISION OF TRACT A OF DEADWOOD GULCH ADDITION II,
ALL LOCATED IN THE NE1/4, SE1/4 AND SW1/4 OF SECTION 27, T5N, R3E, B.H.M.,
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



SURVEYOR'S CERTIFICATE
I, JOHN M. ARLETH, R.L.S. 3977, DEADWOOD, SD, DO
HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON
WAS SURVEYED AND STAKED UNDER MY SUPERVISION AND
THAT ALL DIMENSIONS ARE TRUE AND CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF.
DATED THIS 12 DAY OF AUGUST, 2015

JOHN M. ARLETH, R.L.S. 3977



PREPARED BY:



ARLETH LAND
SURVEYING
24 CLIFF STREET
DEADWOOD, SD 57732
605-578-1637

DATE: AUGUST 12, 2015
REV:
SCALE: 1"=50'
DRAWN: FD
JOB NO: 9280

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

10-5-15
41

MEMORANDUM

Date: October 1, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Internship for City Collections

The Deadwood Historic Preservation Office is requesting permission to hire a Collections Intern to assist this office in conjunction with Deadwood History, Inc. in the continuing to accession the City owned Don Clowser Collection.

This internship provides a high school or college student a "hands on" experience working in an archives and collections repository. The intern would be a temporary position on a part-time basis. Hourly rate would be per City of Deadwood pay scale at \$8.50 per hour.

This office budgets up to \$10,000.00 per year for interns. The position would work at the Days of 76 Museum under the general guidance and direction of Deadwood History, Inc. staff with ultimate oversight through the Historic Preservation Office.

This office is requesting permission to hire Cady Harrington in a part-time internship position beginning October 12, 2015 pending necessary pre-drug screening requirements per City of Deadwood policies.

Ms. Harrington is a Sturgis-Brown High School graduate and has recently graduated from Black Hills State University with a Bachelor's in History and minor in Geography.

RECOMMENDATION:

Grant permission to the Historic Preservation Office to hire Cady Harrington as a part-time Collections Intern beginning October 12, 2015 pending necessary pre-drug screening requirements per City of Deadwood policies.



Albertson Engineering Inc.

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

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

10-5-15
65

Date: September 30, 2015

Structural Engineer (SER):

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

Client:

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

Project Name: Retaining Wall Replacement/Repair
Project Location: Deadwood, South Dakota
SER Project #: 2015-002

PROJECT DESCRIPTION

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

SCOPE OF SERVICES

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

ENGINEERING CHARGES

Compensation for our services shall be:

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

The SER's current standard hourly rate schedule is:

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

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

REIMBURSABLE EXPENSES

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

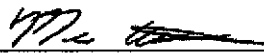
ADDITIONAL PROVISIONS

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

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

AUTHORIZED ACCEPTANCE

by Structural Engineer
of Record (SER)



Signature

Mike Albertson, President

Print Name and Title

9/30/15

Date

by Owner

Signature

Print Name and Title

Date



Albertson Engineering Inc.

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

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

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



Albertson Engineering Inc.

EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the letter of agreement dated February 18, 2015 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

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

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

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

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

ADDITIONAL SERVICES

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



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

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

EXHIBIT B - Terms and Conditions

This is an exhibit attached to and made a part of the agreement dated September 30, 2015 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

Section I - General

1.1 This Agreement

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

1.2 General Obligations of the SER and the Owner

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

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

1.3 Definitions

- 1.3.1 Primary Structural System is the completed combination of elements, which serve to support the self weight, the applicable live load (which is based upon the occupancy and use of the spaces), the environmental loads such as wind and thermal, plus the seismic loading.

- 1.3.2 Pre-Engineered Structural Elements are structural elements, which are specified by the SER but may be designed by a Specialty Engineer. These elements are normally fabricated off-site, may require specialized equipment not usually available at the job site or could require a proprietary process. The SER shall specify the design criteria including the incorporation of the Pre-Engineered Structural Elements into the structure.

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

- a. Open web steel joists and joist girders.
- b. Wood trusses.
- c. Combination wood and metal, and plywood joists.
- d. Precast concrete elements.
- e. Prefabricated wood or metal buildings.
- f. Tilt-up concrete panel reinforcement and hardware required for lifting to position.

- 1.3.3 Specialty Engineer is an engineer who is legally responsible for sealing plans and designs for Pre-Engineered Structural Elements, which become part of the building. The Specialty Engineer is usually retained by a supplier or subcontractor who is responsible for the design, fabrication and (sometimes) installation of engineered elements.

- 1.3.4 Secondary Structural Elements are elements that are structurally significant for the function they serve but do not contribute to the strength or stability of the primary structure designed.

- 1.3.5 Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals and lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional services sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.

- 1.3.6 Fast Track Projects are projects in which any portion of the contract drawings are released for pricing/

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

Section 2 - Basic Services

2.1 General

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

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

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

2.1.4 Submittal Review:

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

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

2.1.5 Construction Observation:

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

Prepare construction observation reports.

Section 3 - Additional Services

3.1 General

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

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

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

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

Examples include, but are not limited to:

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

Section 4 - Fees and Payments

4.1 Fees and Other Compensation

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

4.2 Payments on Account

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

4.3 Late Payments

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

Section 5 - Insurance, Indemnifications & Risk Allocation

5.1 Insurance

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

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

5.2 Indemnifications

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

Section 6 - Miscellaneous Provisions

6.1 Reuse of Documents

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

6.2 Opinion of Probable Construction Costs

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

6.3 Hidden Conditions

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

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

6.4 Termination, Successors and Assigns

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

6.5 Disputes Resolution

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

10-5-15
8A

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

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

LEAD-DEADWOOD HIGH SCHOOL HOMECOMING PARADE

Main Street Closure:

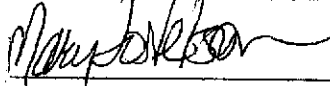
Friday, October 16, 2015

- Main Street closure from the Four Aces to Masonic Temple from 2:00 p.m. until the parade ends. Parade will assemble in Lower Main Parking Lot.

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

Dated this 21st day of September 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer September 24, 2015

For any public notice that is published one time:

Published once at the total approximate cost of _____.

10/5/15
10A

Memo

To: Mayor Turbiville and City Commission

From: Mary Jo Nelson

Date: 10-5-2015

Re: Participation in Housing Needs Study Program

The attached memo and information was provided to the Deadwood-Lead Economic Development. Discussion centered around the need for the study, benefits to both communities, and who would participate in financing after grant proceeds are received for 50% of the cost.

Thus far, the following entities have pledged financial support by cost sharing:

- Sanford Lab
- First Interstate Bank
- Black Hills Federal Credit Union

As indicated, the study must be approved by both cities, and additional funding sources recognized before proceeding. Your approval and willingness to share in the cost is requested. The same proposal will be discussed at the Lead City Commission meeting on October 5, 2015.

Housing Needs Study Program

In support of Governor Dugaard's South Dakota Workforce Initiatives (SDWINS), South Dakota Housing Development Authority created the Housing Needs Study Program. This program is a cost-sharing incentive program to help rural communities in South Dakota conduct a Housing Needs Study to aide community decision makers and the public in developing a meaningful sense of the housing market in their community as well as an understanding of key housing issues. Communities that have populations of 10,000 or less are eligible to participate in the program.

This program has been initiated as part of the realization that the development of business, workforce, and housing are all connected. One of the key issues that continues to be brought forth in economic development in the region is the "need for housing". The Cities of Deadwood & Lead would have the opportunity to have the studies completed at the same time for a reduced cost, plus the grant opportunity to assist with paying for the studies.

The assessment of current housing and defining the need for housing is the first step in addressing this situation. The City of Deadwood has seen a decline in its population, while both cities see that the current housing does not meet the needs & wants of employees. A majority of employees for both the Lead-Deadwood school system and Lead-Deadwood Regional hospital do not live in the region. In addition, the proposed upcoming construction project at the Sanford Underground Research Facility may provide an opportunity for both cities to add to their revenue through property taxes if appropriate housing is available.

Please find attached the proposal for the studies for your review. The full cost for the study for each city (without any discounts or grants) would be \$7500.00 each or a total of \$15,000.00. A combined price of \$12,500.00 has been offered with both studies being completed at the same time. The grant will pay for up to half of the cost with a cap of \$5,000.00 toward the project. The study must be approved by both cities and additional funding sources will need to be recognized.

Please review the proposal and the board will provide input/ discussion regarding the proposal.

Housing Study Contents

This narrative describes the sections that will be included in the Study, the research methods that will be used and the data sources that will be collected, reviewed and analyzed.

Housing Study Sections

The Housing Needs Study will include the following sections:

- **Executive Summary**
- **Introduction** - The study introduction will include a goal statement, methodology, acknowledgments, etc.
- **Demographic and Housing Data for the Cities of Lead and Deadwood, the City's market area and Lawrence County.**
 - Demographic Data - Demographic data will be obtained from the 2010 Census and the American Community Survey, with additional information obtained from current-year estimates and projections. Other sources that may be used include, the South Dakota State Data Center, Claritas, Inc., and Esri, Inc. Demographic analysis will include:
 - Population
 - Population Estimates and Trends
 - Population Projections
 - Population Characteristics
 - Projected Population by Age
 - Households
 - Households Estimates and Trends
 - Average Household Size
 - Household Projections
 - Households by Age of Householder
 - Household Characteristics
 - Households by Tenure
 - Renter Households by Household Size
 - Tenure by Age

- Income
 - 2013/2015 Household Income Estimates
 - Household Income by Tenure
 - Estimated Income and Housing Costs - Renters
 - Estimated Income and Housing Costs - Owners
- Housing Data - This information will be obtained from both national and local sources. Relevant data from the 2010 Census and the American Community Survey will be used along with locally collected data on home values, homes sales activity, housing condition, vacancy rates and rental rates. Housing data analysis will include:
 - Existing Housing Inventory
 - Housing Construction Activity / Building permit history
 - Age of Housing
 - Home Values
 - Home Sales
 - Rental Housing Inventory (including vacancy rates, rental rates, unit amenities, etc.) Rental inventory includes senior market rate, senior subsidized, senior with services, (light services, assisted living, memory care)
 - Information on pending housing developments and rental housing projects
 - Housing condition analysis
 - Infrastructure capacity / challenges
- **Findings and Recommendations** - Specific recommendations will be provided for each City. The organization of this section will be dependent upon the specific needs of the City, but will typically include:
 - Rental Housing Recommendations (senior, senior with services, market rate, tax credit, subsidized, etc.)
 - Subdivision and Lot Development Recommendations
 - Owner-Occupied Housing Recommendations (Existing homes, new home construction, seasonal homes)
 - Rehabilitation and Neighborhood Revitalization Recommendations
 - Other Housing Issues - Including staff capacity, special needs populations, etc.
 - This section will also provide housing program and project recommendations that will address the City's housing needs.

- **Employment and Local Economic Trends** - Most of this information will be obtained from the South Dakota state agencies and may be at the City or County level.
 - Major Employers
 - Labor Force and Unemployment Rates
 - Employment by Industry Sector
 - Wages by Industry Sector
- **Agencies and Resources** - The Study will identify existing agencies and programs that are addressing housing needs in the City. Funding agencies and programs at the local, state and federal level will also be identified.

Research Methods

The research methods will include:

- Face-to face interviews in the jurisdictions. We will interview area housing specialists, City/County Housing Authority, Development Corporation and City staff, realtors, bankers, rental property owners, developers, etc.
- Review of existing studies, surveys, inventories, etc.
- Review and analysis of demographic data, housing data, and employment data.
- Windshield survey of housing conditions
- Rental housing survey completed by telephone.



10-5-15
10C

MEMORANDUM

Date: October 1, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Historic Preservation Commission
Re: 2015 Not-for-Profit Grant for St. Ambrose Catholic Church

On September 23, 2015, the Deadwood Historic Preservation Commission met and recommends approval of the St. Ambrose Catholic Church application for the 2015 Not-for-Profit Grant program in the amount of \$36,845.00 to repair life-safety issues allowable under the guidelines of the grant program.

The Not-For-Profit guidelines now provide an amount up to \$50,000.00 within any five year period. The change was approved and effective as of July 24, 2011. St. Ambrose Catholic Church would be eligible for the \$50,000.00 beginning January 1, 2016; however, due to the life-safety issue associated with the project, the Historic Preservation Commission recommends approval.

The St. Ambrose Catholic Church requested funding to help offset costs to fully reconstruct the steps on the south side of the church which have deteriorated to a point of serious concern. The amount of the reconstruction is \$36,845.00. The side door is important to both the historical integrity of the church and to the safety of their church services held in the building. This project would meet the guidelines of the grant program.

RECOMMENDATION:

Approve the Historic Preservation Not-for-Profit Grant to the St. Ambrose Catholic Church to reconstruct the steps on the south side of the church in the amount of \$36,845.00 through the Historic Preservation budget.

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

10-5-15
10D

MEMORANDUM

Date: October 1, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Rodeo Grounds Concessions & Restrooms Change Order

City staff along with Dave Stafford Architecture is recommending approval of the following change order for the Rodeo Grounds Concessions & Restrooms project. The proposed change order is from construction directives given by City staff during the reconstruction of the concessions and restroom project for the rodeo grounds. These construction directives were necessary to proceed with the project in a timely manner due to the tight construction schedule associated with the project and having the facility available for occupancy in time for the award winning Days of 76 Rodeo this past July.

The following chart outlines the construction directives:

Construction Directives		
RFP #4	Change metal panels.....	\$2,232.91
RFP #2	Add Closures	890.67
RFP #3r	Add Bathroom partition pieces.....	1,026.16
RFP #5	Additional Electrical/Communications	12,988.12
RFP #6	Deduct parapet & siding materials	-295.59
TOTAL	Change Order	\$16,842.27

RFP #4 represents the change in materials for the metal panels under the seats to protect the audience underneath the grandstands and still allow for garbage to collect underneath the seats. A deeper clearance was required from the specifications.

RFP #2 represents updated door closures necessary to meet the 2012 International Building Code requirements.

RFP #3r represents additional partition pieces for the Women's Restroom due to the jagged and rough log columns within the restroom.

RFP #5 is the largest construction directive. It represents foresight by City staff to accommodate future requirements anticipated through the outsourcing of the concession to a professional operator on a contractual basis. This included additional communication cabling, point-of-sale access and additional boxes and conduit to facilitate the upgrades.

RFP #6 represents a deduct for change of the parapet elevation to allow additional light into the area.

City staff and the Architect agree with the change order and recommends approval for Rodeo Grounds Concessions & Restrooms project in the amount of \$16,842.27. This represents a 1.3% increase on a 1.2 million dollar project.

RECOMMENDATION:

Approve the Change Order for Rodeo Grounds Concessions & Restrooms project in the amount of \$16,842.27 as recommended by City staff.

TO (OWNER): CITY OF DEADWOOD
102 SHERMAN ST.
DEADWOOD, SD 57732

PROJECT: DAYS OF 76 GRANDSTAND -B
18 76TH DRIVE
DEADWOOD, SD 57732

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

APPLICATION NO: 5
PERIOD TO: 9/15/2015

FROM (CONTRACTOR): Scull Construction Service Inc
Fed ID#46-0386588
P.O. Box 7636
Rapid City, SD 57709

VIA (ARCHITECT): DAVE STAFFORD ARCHITECTURE
ARCHITECT'S
PROJECT NO:
809 SOUTH ST
STE #203
RAPID CITY, SD 57701

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM \$ 1,229,000.00
2. Net Change by Change Orders \$ 16,842.27
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,245,842.27
4. TOTAL COMPLETED AND STORED TO DATE \$ 1,245,842.27

5. RETAINAGE:

a. 0.00 % of Completed Work \$ 0.00

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 1,245,842.27
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 1,231,232.91

8. CURRENT PAYMENT DUE \$ 14,609.36

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	2,232.91	0.00
Total approved this Month	14,904.95	-295.59
TOTALS	17,137.86	-295.59
NET CHANGES by Change Order	16,842.27	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Scull Construction Service Inc
Fed ID#46-0386588 P.O. Box 7636
Rapid City, SD 57709

By:

JEFF CLARK / PROJECT MANAGE

State of: SD

County of: PENNINGTON

Subscribed and Sworn to before me this 15th Day of Sept 2015

Notary Public: Robert Edwards

My Commission Expires: March 21, 2017

Date: 9-15-15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 14,609.36

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: D. Stafford

By: Date: Sept. 15, 2015

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

TO (OWNER): CITY OF DEADWOOD 102 SHERMAN ST. DEADWOOD, SD 57732			PROJECT: DAYS OF 76 GRANDSTAND -B 18 76TH DRIVE DEADWOOD, SD 57732			APPLICATION NO: 5 PERIOD TO: 9/15/2015		DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR	
FROM (CONTRACTOR): Scull Construction Service Inc Fed ID#46-0386588 P.O. Box 7636 Rapid City, SD 57709			VIA (ARCHITECT): DAVE STAFFORD ARCHITECTURE 809 SOUTH ST STE #203 RAPID CITY, SD 57701			ARCHITECT'S PROJECT NO:			
CONTRACT FOR:			CONTRACT DATE:						
ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions/Supervision/Equipment	84,000.00	84,000.00	0.00	0.00	84,000.00	100.00	0.00	0.00
2	Demolition	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	0.00
3	Earthwork	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00	0.00	0.00
4	Utility	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00	0.00	0.00
5	Fencing	9,700.00	9,700.00	0.00	0.00	9,700.00	100.00	0.00	0.00
6	Concrete Walls	50,700.00	50,700.00	0.00	0.00	50,700.00	100.00	0.00	0.00
7	Concrete Floors & Flatwork	112,000.00	112,000.00	0.00	0.00	112,000.00	100.00	0.00	0.00
8	Concrete Curb	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	0.00
9	Framing	70,800.00	70,800.00	0.00	0.00	70,800.00	100.00	0.00	0.00
10	Casework	39,300.00	39,300.00	0.00	0.00	39,300.00	100.00	0.00	0.00
11	Insulation	8,700.00	8,700.00	0.00	0.00	8,700.00	100.00	0.00	0.00
12	Siding	14,200.00	14,200.00	0.00	0.00	14,200.00	100.00	0.00	0.00
13	Metal Panels & Gutters	30,500.00	30,500.00	0.00	0.00	30,500.00	100.00	0.00	0.00
14	Sealants	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00	0.00	0.00
15	Doors & Hardware	26,700.00	26,700.00	0.00	0.00	26,700.00	100.00	0.00	0.00
16	Roofing	37,500.00	37,500.00	0.00	0.00	37,500.00	100.00	0.00	0.00
17	Service Windows	15,400.00	15,400.00	0.00	0.00	15,400.00	100.00	0.00	0.00
18	Sheetrock	12,100.00	12,100.00	0.00	0.00	12,100.00	100.00	0.00	0.00
19	Tile	28,000.00	28,000.00	0.00	0.00	28,000.00	100.00	0.00	0.00
20	Acoustical Ceiling	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	0.00
21	Tape/Texture & Paint	28,000.00	28,000.00	0.00	0.00	28,000.00	100.00	0.00	0.00

AIA Type Document
Application and Certification for Payment

Page 3 of 3

TO (OWNER): CITY OF DEADWOOD
102 SHERMAN ST.
DEADWOOD, SD 57732

PROJECT: DAYS OF 76 GRANDSTAND - B
18 76TH DRIVE
DEADWOOD, SD 57732

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VIA (ARCHITECT): DAVE STAFFORD ARCHITECTURE
809 SOUTH ST
STE #203
RAPID CITY, SD 57701

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Accessories	18,900.00	18,900.00	0.00	0.00	18,900.00	100.00	0.00	0.00
23	Refrigeration	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00	0.00	0.00
24	Fire Suppression	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00	0.00	0.00
25	Plumbing	85,000.00	85,000.00	0.00	0.00	85,000.00	100.00	0.00	0.00
26	HVAC	80,000.00	80,000.00	0.00	0.00	80,000.00	100.00	0.00	0.00
27	Electrical	196,000.00	196,000.00	0.00	0.00	196,000.00	100.00	0.00	0.00
28		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	RFP #4 - Chg metal panels	2,232.91	2,232.91	0.00	0.00	2,232.91	100.00	0.00	0.00
31		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	RFP #2 - Add closers	890.67	0.00	890.67	0.00	890.67	100.00	0.00	0.00
33	RFP #3r - Add bathroom partition pieces	1,026.16	0.00	1,026.16	0.00	1,026.16	100.00	0.00	0.00
34	RFP #5 - Electrical changes	12,988.12	0.00	12,988.12	0.00	12,988.12	100.00	0.00	0.00
35	RFP #6 - Deduct parapet & siding materials	-295.59	0.00	-295.59	0.00	-295.59	100.00	0.00	0.00

REPORT TOTALS

\$1,245,842.27	\$1,231,232.91	\$14,609.36	\$0.00	\$1,245,842.27	100.00	\$0.00	\$0.00
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