

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

Public comments are welcomed, but no action can be taken by the Commission on comments received at this meeting. Anyone wishing to have the Commission vote on an item should call the Finance Office at 578-2600 by 11:00 a.m. on the Friday preceding the next scheduled meeting to be placed on the agenda.

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES OF September 8, 2015**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**
 - A. Days of 76 Committee Pro Rodeo Sports News
 - B. Al Schaefer, Department of Legislative Audit requests permission for Mayor to sign engagement letter for 2014 Audit
 - C. Relax open container restriction on a portion of the Days of 76 rodeo grounds close to ticket booth after Zombie Run fundraiser September 26
 - D. Troy Fairbanks, Buffalo Dreamers, requests permission to continue closing Main Street between Franklin and Silverado to allow for performances.
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. 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
 - C. Approve Resolution 2015-16 to Appoint BID 7 Board
 - 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 form Parking Ramp employee Linda Allen effective September 24, 2015 and permission to advertise for Parking Ramp Attendant
 - F. Permission to pay Integrated Parking Solutions LLC \$3,456.00 for annual software maintenance from October 1, 2015-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 Ave. (approved April 14, 2014)
- 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 & Carolyn Hess
- L. Permission to purchase the following equipment for Parks Dept. truck: snow plow 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

7. BID ITEMS

- A. Results of bids opened at 2:00 p.m. for Mickelson Trail drainage project
- B. 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.

8. PUBLIC HEARINGS

- A. Hold public hearing for 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.
- B. Approve Resolution 2015-13 to Continue BID District 1-6 Assessments and set public hearing on November 2, 2015 at 5:00 p.m.
- C. Approve Resolution 2015-14 to Continue BID District 7 Occupancy Tax and set public hearing on November 2, 2015 at 5:00 p.m.
- D. Waive 45 day requirement for special event permit and set public hearing on October 5, 2015 for Homecoming Parade, street closure on October 16, 2015

9. OLD BUSINESS

- A. Easement between City of Deadwood and Deadwood Mountain Grand for use of snowmobiles on Mickelson Trail

10. NEW BUSINESS

- A. Second Reading of Supplemental Budget Ordinance #1227
- B. Second Reading of 2016 Annual Appropriation Ordinance #1228
- C. Second Reading of Noise Ordinance #1229

- D. Purchase solar pedestrian lights on Lee Street and Highway 14, with cost share from South Dakota Dept. of Transportation at cost of \$9,160.00 and allow Mayor to sign agreements provided by DOT
- E. Action 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.
- F. Permission to increase annual contract with Albertson Engineering from \$45,000.00 to \$60,000.00 due to professional services provided for additional city projects
- G. Permission 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. Allow Janet Lanphear to remain in position through October 16 for training purposes
- H. Approve 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)
- I. Allow expenditure of \$22,730.00 from Public Buildings budget to replace imbedded heating mats in the concrete walk at entrance to Rec Center. Lowest quotes are: Gardner construction for \$12,030.00 and Freeman Electric for \$10,700.00. Allow Mayor to sign both contracts for stated repairs

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

No action can be taken

12. **EXECUTIVE SESSION**

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

13. **ADJOURNMENT**

REGULAR MEETING, September 8, 2015

At 7:00 a.m. on August 25, 2015, a 2016 budget meeting was held with all Commissioners present, as well as some department heads. After discussion and input, Finance Officer will prepare an appropriation ordinance for first reading on September 8, 2015. Meeting ended at 9:00 a.m.

At 3:00 p.m. on September 8, 2015 a meeting was held with all Commissioners present, as well as department heads to review citywide fees. No action taken. Meeting ended at 4:50 p.m.

The Regular Session of the Deadwood City Commission convened on September 8, 2015 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Turbiville called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins and Commissioners David Ruth Jr., Mark Speirs, Gary Todd, and Jim Van Den Eykel. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

At this time Commissioner Speirs raised a point of order and stated in part that the minutes of the August 17th commission meeting need to be amended to include a phone vote taken by the Mayor that changed the vote of the whole commission, to allow the rodeo grounds concessions to be used by the '76 Steer Roping event on August 28th, 29th and 30th. Speirs expressed his displeasure at the open meeting law violation, and reminded Commissioners to abide by their oath of office. (Complete statement attached to minutes on file.) After additional discussion from Mayor and input from Attorney Riggins, Speirs moved, Ruth seconded to rescind the motion on August 17 concerning the Steer Roping event and approve the amended minutes of August 17, 2015. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Todd moved, Van Den Eykel seconded to approve the September 8, 2015 disbursements plus additional bills. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	MAINTENANCE	398.88
ABC BUSINESS	SUPPLIES	202.89
ACES	ENGINEERING	3,800.00
AINSWORTH-BENNING	PROJECT	1,085.65
ALBERTSON ENGINEERING	PROJECT	5,944.57
ALL ANGELS EPISCOPAL	GRANT	25,000.00
ALL AROUND AUTO	SUPPLIES	853.40
ALSCO	SUPPLIES	245.91
AMERICAN TECHNICAL	TESTING	1,200.00
APEX 1996	REFUND	1,000.00
ARLETH LAND SURVEYING	SERVICE	157.50
ATCO INTERNATIONAL	SUPPLIES	207.00
BERENDSE & SONS	PROJECT	9,973.80
BIERSCHBACH EQUIPMENT	TUBES	45.00
BH CHEMICAL	SUPPLIES	4,245.16
BH POWER	ELECTRICITY	25,139.70
BH SECURITY	SERVICE	194.70
BH SPECIAL SERVICES	CLEANING	2,220.00
BUTLER MACHINERY	SUPPLIES	256.08
CENTURY LINK	SERVICE	181.23
CHAMBERLIN ARCHITECTS	PROJECT	89,762.50
CHRONICLE OF THE OLD WEST	RENEWAL	30.00
DAKOTA BUSINESS	MAINTENANCE	155.88
DAKOTA SECURITY	SUPPORT	1,021.22
DEADWOOD CHAMBER	ADVOCACY	5,500.00
DEADWOOD ELECTRIC	SERVICE	2,635.39
DVFD	STAFFING	2,350.90
DEADWOOD HISTORY	BILLING	12,122.50
EAGLE ENTERPRISES	LIGHTS	360.00
EB COMMUNICATIONS	SERVICE	634.10
ECOLAB	SERVICE	353.46
EDDIE'S CENTER	SUPPLIES	178.82
EMERY-PRATT	BOOK	17.37
FARMER BROTHERS	SUPPLIES	70.95
FASTENAL	SUPPLIES	136.62
FIRST GOLD	REFUND	1,000.00
FIRST INTERSTATE BANK	TIF	2,344.74
FLACK TRUCKING	SERVICE	380.00
FULLER, KELLY	REIMBURSEMENT	426.62
GAYLORD BROS.	STORAGE	37.44
GREAT WESTERN	REPAIR	229.00
GUNDERSON, PALMER, NELSON	SERVICE	6,775.34
HD SUPPLY WATERWORKS	SUPPLIES	278.58
HILLS MATERIALS	SERVICE	652.96
HILTON GARDEN INN	SERVICE	547.80
INTEGRATED PARKING	STYLUS	44.08
JACOBS WELDING	SERVICE	136.61
KORMAN SIGNS	SUPPLIES	136.01
KUCHENBECKER, KEVIN	REIMBURSEMENT	195.50
LAWRENCE CO. REGISTER	RECORDING	90.00
LEAD-DEADWOOD SANITARY	USAGE	34,178.22
LIGHTING PLASTICS	GLOBES	1,109.45

REGULAR MEETING, September 8, 2015

LOST CREEK BOOKS	BOOK	15.95
LYNN'S	SUPPLIES	106.46
MATCO TOOLS	KIT	139.30
MCDIRT EXCAVATION	SERVICE	440.00
MERTENS, KENNETH	REIMBURSEMENT	587.44
MIDWEST TAPE	DVDs	41.98
MDU	SERVICE	1,855.09
MUTUAL OF OMAHA	INSURANCE	229.19
NELSON, ROBERT JR.	REIMBURSEMENT	155.00
NETWORK SERVICES	SUPPLIES	339.20
NEVE'S	UNIFORMS	114.75
NEWMAN TRAFFIC	CLAMPS	102.36
NORTHWEST PIPE FITTINGS	SUPPLIES	59.26
OFFICE DEPOT	CARTRIDGES	114.50
PEPPMEIER, JANICE	REIMBURSEMENT	543.15
PETTY CASH	FINANCE	92.18
PHEASANTLAND INDUSTRIES	SIGN	535.18
PITNEY BOWES	POSTAGE	500.00
QUILL	SUPPLIES	142.99
S&C CLEANERS	CLEANING	2,655.00
SALSBURY INDUSTRIES	LOCKERS	4,670.54
SCHMIDT, WILLIAM	PROJECT	5,410.00
SD COMMISSION ON GAMING	CITY SLOTS	27,443.18
SD DEPT. OF REVENUE	LICENSE	12.50
SD DEPT. OF REVENUE	TAX	5,157.59
SD DEPT. OF TRANSPORTATION	REFUND	380.09
SD LIBRARY NETWORK	SERVICE	1,119.75
SD PUBLIC ASSURANCE	INSURANCE	211,747.76
SD PUBLIC HEALTH LAB	TESTING	15.00
SD STATE HISTORICAL	PROJECT	1,932.06
SDN COMMUNICATIONS	SERVICE	571.20
SERVALL	SUPPLIES	2,502.36
SOUTHSIDE SERVICE	KEROSENE	1,412.50
SPECIALTY VEHICLES	SUPPLIES	635.98
STAN HOUSTON	SUPPLIES	571.00
STRETCH'S	URETHANE	188.39
THE LORD'S CUPBOARD	RECYCLING	59.40
THOMPSON INFORMATION	SUBSCRIPTION	536.99
TRIPLE K	SERVICE	3,440.84
TROUTON, JEFF AND LAUREN	GRANT	800.00
TRUGREEN	SERVICE	388.55
TSP	PROJECT	6,581.09
TWILIGHT	SUPPLIES	304.95
TWIN CITY HARDWARE	SUPPLIES	3,395.53
VANWAY TROPHY	AWARD	141.95
VAST	SERVICE	1,381.87
VERIZON WIRELESS	METERS	40.01
WEAPON CONCEPTS	QUALIFICATIONS	2,025.00
WELLMARK	INSURANCE	34,994.42
WHITE'S CANYON	ROD	223.92
WL CONSTRUCTION	BLADE	145.19
ZEP SALES	SUPPLIES	485.01
TOTAL		\$573,727.13

ITEMS FROM CITIZENS ON AGENDA

Update

Paul Thomson, Director of Lawrence County Emergency Management, gave an overview of elected officials briefing. Thomson discussed the disaster process, emergency management overview, emergency planning and the Incident Command System. Commission thanked Thomson for his time.

Request

Todd moved, Van Den Eykel seconded to allow a short street closure on Main Street to set rooftop units on Saloon #10. Commissioner Van Den Eykel stated that Air Connections will give notification to the Police Department prior to needing the closure and will do so around 5:30 a.m. Roll Call: Aye-All. Motion carried.

CONSENT

Ruth moved, Speirs seconded to approve the following consent items with exception of (a) Northern Hills Alliance for Children requesting permission to serve beer at Days of '76 Museum, which was moved to the September 21 meeting. Roll Call: Aye-All. Motion carried.

- A. Accept resignations from the following Rec Center employees: Toni Schavone effective August 1, 2015, Courtney Gould effective August 10, 2015, and Madisen Dean effective August 13, 2015.
- B. Designate Black Hills Pioneer as official newspaper for City of Deadwood for period of one year per SDCL 9-12-6.
- C. Permission to order 5000 walking tour brochures from MS Mail at cost of \$5,000.00.
- D. Permission to increase wage of Trolley Drivers Dave Semingson from \$9.50 an hour to \$10.55 an hour retroactive to March 4, 2015 after one year of service, Lance Sandidge

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- from \$9.50 an hour to \$10.55 an hour effective September 13, 2015 and Phillip Arellano from \$9.50 an hour to \$10.55 an hour effective September 14, 2015.
- E. Promote Phillip Arellano to weekend manager position at Trolley Department effective September 9, 2015 and increase wage from \$10.55 an hour to \$12.55 an hour while performing weekend manager duties.
 - F. Permission to serve wine and beer in the library on Thursday, September 24, 2015 from 5:00 p.m. to 8:00 p.m. for Women Behaving Badly Among Books event for the Festival of Books.
 - G. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Richard and Sherill Dunwiddie, Don and Theo Rogers, Beverly and Howard Fisher, Sr. and Howard Fisher II.
 - H. Permission to hire Jerity Krambeck to fill Historic Preservation Administrative Assistant position at \$15.99 an hour effective September 9, 2015 pending pre-employment screening.
 - I. Permission to hire Heather Monson to fill Ordinance Officer position at \$15.99 an hour effective September 9, 2015 pending pre-employment screening.
 - J. Permission for Mayor to sign contract with Travis Conrad and CAI2 for retaining wall at 10 Harrison Street. Action approved on August 17, 2015.
 - K. Permission for Mayor to sign agreement between City of Deadwood and Ace Signs of Arkansas, LLC to install archway over Lower Main Street. Action approved on August 3, 2015.
 - L. Permission for Mayor to sign contract with Lead-Deadwood Regional Hospital for use of swimming pool from November 1, 2015 to October 31, 2016. (no changes from previous year)
 - M. Pay 2015 allocation to Friends of Twins Cities Animal Shelter in the amount of \$3,000.00 for spay and neuter fund. (budgeted in Animal Control General Fund)
 - N. Hire William Schmidt to replace 43' of curb and gutter on Main Street near Mineral Palace at cost of \$2,884.00 from Streets budget.
 - O. Approve purchase of wood fencing from Wheeler Lumber at cost of \$4,420.80 from Parks budget. Supplies will be kept on hand for repairs and possible new installations in various areas.
 - P. Permission to hire Jeanne Reif as front desk personnel at Rec Center starting September 9, 2015 at \$8.50 per hour pending pre-employment screening.

BID ITEMS

Results

Public Works Director Green stated one bid was opened for the Mt. Moriah Drainage project at 2:00 p.m. as advertised. Cashier's Check was included in the following bid submittal:

Gardner Construction - \$119,750.00

Green requested Commission reject bid. Speirs moved, Van Den Eykel seconded request. Roll Call: Aye-All. Motion carried.

Set

Ruth moved, Speirs seconded to set bid opening for Mickelson Trail drainage project at 2:00 p.m. on September 21, 2015. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Public hearing was opened at 5:22 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Ruth moved, Speirs seconded to approve Special Alcohol License for Elks Lodge to sell liquor at Masonic Temple on September 12, 2015 from 7:30 p.m. to close, or until 2:00 a.m. Roll Call: Aye-All. Motion carried.

Set

Todd moved, Van Den Eykel seconded to set public hearing at 5:00 p.m. on September 21 for 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.

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OLD BUSINESS

Easement

Discussion was held to continue easement with Deadwood Mountain Grand regarding use of snowmobile trail until September 21. Planning and Zoning Administrator Nelson Jr. stated he had delivered notices to adjacent landowners, and stated most of the landowners he visited with approved of the easement. Lyman Toews, Terri Adler, Larry and Marcy Shama spoke about concerns regarding pedestrians on path, speed limit and noise control. After much discussion Todd moved, Speirs seconded to continue easement with Deadwood Mountain Grand until September 21 meeting. Commissioner Todd requested a representative from the Deadwood Mountain Grand be present as well to address concerns and answer any questions. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

First Readings

Van Den Eykel moved, Ruth seconded to approve first reading of Ordinance #1227, Supplemental Budget Ordinance #3 for 2015. Finance Officer Nelson explained the supplements by fund. Roll Call: Aye-All. Motion carried.

Ruth moved, Van Den Eykel seconded to approve first reading of 2016 Budget Ordinance #1228. Finance Officer Nelson informed Commission the total budget for 2016 is \$31,717,932.00, which includes \$6,000,000.00 for Lower Main Project. Nelson also provided a summary of budgeted revenues and expenditures by fund, a list of non-profit allocations and the budgeted Capital Improvement projects. Roll Call: Aye-All. Motion carried.

Discussion was held on first reading of Noise Ordinance #1229. Chief Fuller stated Police Department has received complaints in regard to excessive noise and the sources. Fuller stated the current ordinance has been declared invalid, and the proposed ordinance addresses many issues that the community deals with, provides a framework in the structure to determine if the source of the noise is excessive and provides a tool or guide to enforce each individual complaint. Terry Adler and Willie Aldrich spoke in support of the ordinance. Mike Trucano spoke concerning certain venues that rely on outdoor entertainment during the summer months. Fuller stated the ordinance will assign acceptable decimal levels depending on different districts whether residential or commercial. Fuller also stated a letter in support was received from Kim and Dean George. After much discussion Todd moved, Ruth seconded to approve first reading of Noise Ordinance #1229. Roll Call: Aye-All. Motion carried.

Appoint

Speirs moved, Van Den Eykel seconded to appoint the following to serve additional two year terms as members of Board of Appeals: Leroy Stuen, with term expiring on May 31, 2017, Darin Derosier and Ted Spencer with terms expiring on May 31, 2018. Roll Call: Aye-All. Motion carried.

Grant

Ruth moved, Speirs seconded to approve emergency Outside of Deadwood Grant to Newell Museum for additional repairs in the amount of \$3,848.50 from Historic Preservation. Roll Call: Aye-All. Motion carried.

Contract

Discussion was held concerning a contract with Chad Adams to operate and manage the Tri-City Rubble site. Public Works Director Green stated the Tri-Cities along with Lawrence County, Finance Officer Nelson and himself have met over the last several months to discuss the current rubble site operations and costs. Green stated the proposed contract would be for one-year term with two six-month review periods, followed by evaluations to determine if the contract should be rescinded or continued. After discussion concerning insurance, Speirs moved, Van Den Eykel seconded to allow contracting with Chad Adams. Roll Call: Aye-All. Motion carried.

Change order

Todd moved, Ruth seconded to approve Change Order #2 for Mickelson Bike path extension and extend final substantial completion date to September 16, 2015 with no change in contract amount. Roll Call: Aye-All. Motion carried.

Contracts

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Van Den Eykel moved, Speirs seconded to enter into a contract with A & L Contractors to provide a loop of water main in Calamity Lane-Peck-Burlington area in the amount of \$20,292.00 and pay from Water Fund, budgeted item. Roll Call: Aye-All. Motion carried.

Todd moved, Speirs seconded to enter into a contract with A & L Contractors to provide loop in the Madison Street-Washington Street area in the amount of \$26,806.80 and pay from Water Fund, budgeted item. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to enter into contract with Black Hills Asphalt in the amount of \$15,765.33 to perform crack and joint sealing in the Presidential section from Streets budget. Roll Call: Aye-All. Motion carried.

Payment

Speirs moved, Ruth seconded to approve payment to New Deal Tire for disposal of 131 tons of tires at \$220 per ton. Total cost \$28,545.00 to be paid from Rubble Site Fund. Roll Call: Aye-All. Motion carried.

Hire

Speirs moved, Ruth seconded to hire contractor in an amount not to exceed \$10,000.00 for porch and balcony repairs at Adams House Museum, budgeted in Historic Preservation Capital Assets. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mayor Turbiville stated due to observance of Labor Day, residential garbage will be picked up on Saturday, September 12.

Resident Jan Van Tassel expressed concerns about the location of Deadwood Jam and felt the Rodeo Grounds would be more appropriate. Commissioner Speirs and Van Den Eykel would also like to see more events at the rodeo grounds and stated the upgrades are a great improvement to that facility.

Commissioner Ruth thanked the residents for coming and encouraged them to come to the next meeting to voice their concerns.

Attorney Riggins requested Executive Session for legal matters per SDCL 1-25-2 (3) with possible action and union negotiations per SDCL 1-25-2(4) with no action.

ADJOURMENT

Speirs moved, Turbiville seconded to adjourn the regular session at 6:08 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) with possible action and union negotiations per SDCL 1-25-2(4) with no action. The next regular meeting will be on Monday September 21, 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) Speirs moved, Todd second to adjourn at 6:35 p.m.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PACKET: 03617 COMBINED - 9/22/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-092115	101-3000-202	LIQUOR LICENS TRSF BEV LICENSE-SCHADE WINERY	000000	75.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	75.00
01-0418	BLACK HILLS PIONEER					
		I-603	101-4111-423	PUBLISHING MINUTES - 7/20/15	000000	160.98
		I-613-2015	101-4111-423	PUBLISHING NOH - DEADWEIRD	000000	20.35
		I-614-2015	101-4111-423	PUBLISHING NOH - WILD WEST SONGWRITERS	000000	17.18
		I-615-2015	101-4111-423	PUBLISHING NOH - OKTOBERFEST	000000	24.87
		I-616	101-4111-423	PUBLISHING NOH - BH VETERANS MARCH	000000	11.31
		I-617	101-4111-423	PUBLISHING NOH - BEV APP - HAPPY DAYS	000000	11.31
		I-646-2015	101-4111-423	PUBLISHING NOH-TEMP.LIQ.LICNS/ELKS LODGE	000000	10.40
		I-653-2015	101-4111-423	PUBLISHING MINUTES-2016 BUDGET MEETINGS	000000	154.20
			DEPARTMENT 111	COMMISSION	TOTAL:	410.60
01-2394	GUNDERSON, PALMER, NELS					
		I-62084	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	1,064.65
		I-62288	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	500.00
			DEPARTMENT 141	ATTORNEY	TOTAL:	1,564.65
01-1331	SD MUNICIPAL LEAGUE					
		I-091515	101-4142-427	TRAVEL REGISTRATION - ELECTION WKSHOP	000000	50.00
			DEPARTMENT 142	FINANCE	TOTAL:	50.00
01-0360	ABC BUSINESS SUPPLY					
		I-8995	101-4192-426-13	SUPPLIES - RE BULBS/REC CENTER	000000	331.00
01-0418	BLACK HILLS PIONEER					
		I-083115AA	101-4192-426	SUPPLIES PW AD. ASSISTANT AD #150829	000000	33.80
01-0429	BLACK HILLS POWER & LIG					
		I-POWER093015	101-4192-428-04	UTILITIES - C ELECTRICITY/108 SHERMAN	000000	3,371.80
01-0436	BLACK HILLS WINDOW CLEA					
		I-52819	101-4192-422-13	PROFESSIONAL WINDOW CLEANING/REC CENTER	000000	424.00
01-0467	CULLIGAN OF THE NORTHER					
		C-1372994813	101-4192-426	SUPPLIES CREDIT FOR OVERPAYMENT	000000	5.61-
		C-1419705527	101-4192-426	SUPPLIES CREDIT ON OVERPAYMENT	000000	11.39-
		C-1425709315	101-4192-426	SUPPLIES CREDIT ON OVERPAYMENT	000000	105.83-
		C-1462968921	101-4192-426	SUPPLIES CREDIT ON OVERPAYMENT	000000	81.52-

PACKET: 03617 COMBINED - 9/22/15

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
01-0547	M&M SANITATION					
		I-28646	101-4192-426-05	SUPPLIES - CO MONTHLY TOILET RENT/C STORAGE	000000	110.00
		I-28647	101-4192-426	SUPPLIES (2) MO. TOILET RENTS/PB FIELDS	000000	220.00
01-0784	WESTERN STATES FIRE PRO					
		I-WSF012581	101-4192-425-04	REPAIRS - CIT SPRINKLER SYSTEM INSP/CH	000000	205.00
01-1230	INTERSTATE ALL BATTERY					
		I-1901002004934	101-4192-425-02	REPAIRS - ADA (2) 6V EM. BACKUP BATTERIES	000000	125.90
01-1380	WASTE CONNECTIONS, INC.					
		I-11889452	101-4192-426-14	SUPPLIES - ST DELIVERY-HAUL DUMPSTER/C SHOP	000000	436.00
		I-11889477	101-4192-426-06	SUPPLIES - DA RODEO GROUNDS GRANDSTANDS	000000	1,277.37
		I-11890936	101-4192-426-09	SUPPLIES - HA DUMPSTER DISPOSAL/150 SHERMAN	000000	497.50
01-1502	BLACK HILLS CHEMICAL					
		I-088919A	101-4192-426	SUPPLIES CLEAR PLASTIC TRASH BAGS	000000	26.99
		I-089647	101-4192-426	SUPPLIES TISSUE-TOWELS-SOAP-TRASH BAGS	000000	470.79
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-678231	101-4192-425-14	REPAIRS - STR HYD HOSE-WIRE/PRESS WASHER	000000	257.90
		I-32-680006	101-4192-425-06	REPAIRS - DAY KWIKWELD SYRINGE/GRANDSTAND	000000	5.99
		I-32-680152	101-4192-425-14	REPAIRS - STR POWER RATED BELT/STREET SHOP	000000	8.95
01-2253	PITNEY BOWES					
		I-372009	101-4192-422	PROFESSIONAL INK, TAPE SHEETS	000000	216.71
01-2289	IDVILLE					
		I-2935374	101-4192-426	SUPPLIES BADGE REELS	000000	133.00
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV033069	101-4192-425-07	REPAIRS - FIR CHARGE AC UNIT-ADD REFRIGERANT	000000	535.22
01-3377	DAKOTA SECURITY SYSTEMS					
		I-235012	101-4192-422-01	PROFESSIONAL TEST-DELETE K DOOR SENSOR/AH	000000	31.89
01-3685	BLACK HILLS SECURITY &					
		I-P103824	101-4192-422-06	PROFESSIONAL- ALARM MONITOR/'76 GS JLY-SEPT	000000	104.85
		I-P103995	101-4192-422-06	PROFESSIONAL- INSTALL ALARM SYS/'76 GS-08-18	000000	500.00
		I-P103996	101-4192-422-06	PROFESSIONAL- ALARM/'76 GS/8-18 TO 10-31-15	000000	104.85
01-3838	VAST BROADBAND					
		I-082915ITLINE	101-4192-428-04	UTILITIES - C IT LINE/CITY HALL	000000	408.79
		I-082915ITLINE	101-4192-428-14	UTILITIES - S IT LINE/CITY SHOP	000000	408.79
		I-082915ITLINE	101-4192-428-07	UTILITIES - F IT LINE/FIRE HALL	000000	408.78
01-3902	PEPSI OF RAPID CITY					
		I-111045	101-4192-426-06	SUPPLIES - DA PRODUCT/'76 CONCESSION STAND	000000	142.99

DEPARTMENT 192 PUBLIC BUILDINGS TOTAL: 10,594.51

PACKET: 03617 COMBINED - 9/22/15
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 193 DATA PROCESSING
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-294738	101-4193-422	PROFESSIONAL ADDITIONAL VIPRE LICENSES	000000	89.10
		I-295069	101-4193-422	PROFESSIONAL MNTHLY EMAIL SECURITY & BACKUP	000000	710.00
			DEPARTMENT 193	DATA PROCESSING	TOTAL:	799.10
01-0467	CULLIGAN OF THE NORTHER					
		I-69516	101-4210-424	RENTALS BOTTLED WATER	000000	26.00
		I-70498	101-4210-424	RENTALS WATER COOLER RENTAL - POLICE	000000	15.00
01-1819	DAKOTA BUSINESS CENTER					
		I-IN288460	101-4210-424	RENTALS COPIER MAINTENANCE - POLICE	000000	155.88
01-3346	REGIONAL HEALTH NETWORK					
		I-141238C2296	101-4210-422	PROFESSIONAL TESTING	000000	25.00
01-3424	BLACK HILLS URGENT CARE					
		I-11825	101-4210-422	PROFESSIONAL TESTING	000000	327.00
01-3904	FANCIES FLOWERS & GIFTS					
		I-112241	101-4210-422	PROFESSIONAL FLOWERS - LESTER	000000	68.95
			DEPARTMENT 210	POLICE	TOTAL:	617.83
01-0864	M & T FIRE AND SAFETY					
		I-98007	101-4221-426	SUPPLIES COUPLERS & EXPANSION RINGS	000000	304.95
01-3056	NORTHERN HILLS TECHNOLO					
		I-11011	101-4221-422	PROFESSIONAL BACKUP SERVICE, ADD'L STORAGE	000000	47.00
			DEPARTMENT 221	FIRE DEPARTMENT ADMINISTRT	TOTAL:	351.95
01-0418	BLACK HILLS PIONEER					
		I-083115AA	101-4232-426	SUPPLIES PW AD. ASSISTANT AD #150829	000000	33.80
01-1171	A & B BUSINESS SOLUTION					
		I-IN216308	101-4232-426	SUPPLIES COPIES-MAINT./9-21-10-20-15/BI	000000	32.23
			DEPARTMENT 232	BUILDING INSPECTION	TOTAL:	66.03
01-0360	ABC BUSINESS SUPPLY					
		I-9091	101-4310-426	SUPPLIES (2) BINDERS	000000	5.98
01-0418	BLACK HILLS PIONEER					
		I-083115AA	101-4310-429	OTHER PW AD. ASSISTANT AD #150829	000000	33.80

PACKET: 03617 COMBINED - 9/22/15

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
01-0467	CULLIGAN OF THE NORTHER					
		I-68842	101-4310-426	SUPPLIES BOTTLED WATER/PW DEPT.	000000	19.50
		I-69726	101-4310-426	SUPPLIES BOTTLED WATER/PUBLIC WORKS	000000	19.50
		I-70195	101-4310-426	SUPPLIES BOTTLED WATER/PW DEPT.	000000	26.00
01-0561	SD ONE CALL					
		I-SD15-2498	101-4310-426	SUPPLIES MESSAGE FEES/AUGUST 2015/STS	000000	25.76
01-0782	JACOBS PRECISION WELDIN					
		I-22178	101-4310-426	SUPPLIES ALUMINUM TREADBRIGHT	000000	6.60
		I-22181	101-4310-426	SUPPLIES LUG-CLAMP/STREETS	000000	18.98
01-1171	A & B BUSINESS SOLUTION					
		I-IN216308	101-4310-426	SUPPLIES COPIES-MAINT./9-21-10-20-15/ST	000000	32.23
01-1322	PETE LIEN & SONS, INC.					
		I-15POS/108326	101-4310-425	REPAIRS 4K CONCRETE/REPAIRS	000000	203.00
		I-15POS/113007	101-4310-425	REPAIRS CONCRETE/REPAIRS	000000	234.00
		I-15POS/114695	101-4310-425	REPAIRS 4K CONCRETE/REPAIRS	000000	203.00
01-1348	EDDIE'S TRUCK CENTER, I					
		I-X201012664:01	101-4310-425	REPAIRS TURN SIGNAL FOR MANLIFT TRUCK	000000	92.33
01-1515	RAPID DELIVERY					
		I-302033	101-4310-426	SUPPLIES DELIVERY CHARGES/BUTLER CAT	000000	12.08
		I-304055	101-4310-426	SUPPLIES DELIVERY CHARGE/EDDIE'S TRUCK	000000	12.08
01-1543	ZEP SALES & SERVICE					
		I-9001859027	101-4310-426	SUPPLIES ZEP CHOKE-CARB CLEANER/STS	000000	105.37
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-678237	101-4310-425	REPAIRS OIL FILTER/RON & BILL'S PICKUP	000000	11.08
		I-32-678500	101-4310-426	SUPPLIES FLOOR DRY	000000	23.67
		I-32-678500	101-4310-426	SUPPLIES FITTINGS-1/2" HYD WIRE	000000	158.69
		I-32-678530	101-4310-425	REPAIRS BATTERY ASSEMBLY/143H M GRDR	000000	264.62
		I-32-679073	101-4310-425	REPAIRS BATTER ASSEMBLY-CORE/FORD F250	000000	117.33
		I-32-679200	101-4310-425	REPAIRS LIGHT POLE PAINT/STREETS	000000	191.88
		I-32-679212	101-4310-425	REPAIRS IVORY COLORED PLASTIC/TR LTS	000000	11.13
		I-32-679624	101-4310-425	REPAIRS SEAL-BEARING/STREETS	000000	17.04
		I-32-679910	101-4310-425	REPAIRS BATTER ASSEMBLY/Crane	000000	108.33
		I-32-680460	101-4310-425	REPAIRS PRONTO PS FLUID/ST TRUCKS	000000	33.66
		I-32-680537	101-4310-425	REPAIRS FILTER-HYDRAULIC OIL/VACTOR	000000	375.76
		I-32-680553	101-4310-426	SUPPLIES FLOOR DRI/STREET SHOP	000000	15.78
		I-32-680916	101-4310-425	REPAIRS FUEL FILTER/BILL'S PICKUP	000000	11.00
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1349529	101-4310-425	REPAIRS STIHL CHAINSAW CHAINS/STREETS	000000	37.90
01-2762	PARTSMaster					

PACKET: 03617 COMBINED - 9/22/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2762	PARTSMASTER		continued			
		I-20937179	101-4310-426	SUPPLIES	EXTENDABLE HANDLE RATCHET SET	000000 128.24
01-2901	TRAFFIC CONTROL CORPORA					
		I-86057	101-4310-425	REPAIRS	PED NON-MOVE YELLOW PEIZO	000000 295.00
01-3837	SACRISON ASPHALT					
		I-093-003	101-4310-425	REPAIRS	ASPHALT/STREET SHOP LOT-OTHER	000000 744.00
DEPARTMENT 310 STREETS						TOTAL: 3,595.32
01-1380	WASTE CONNECTIONS, INC.					
		I-11889608	101-4320-422	PROFESSIONAL	RESIDENTIAL GARBAGE	000000 6,601.30
DEPARTMENT 320 SANITATION						TOTAL: 6,601.30
01-1047	TWIN CITY ANIMAL SHELTE					
		I-082615	101-4412-422	PROFESSIONAL	2015 SPAY/NEUTER FUNDS	000000 3,000.00
DEPARTMENT 412 ANIMAL CONTROL						TOTAL: 3,000.00
01-0153	BLACK HILLS PEST CONTRO					
		I-091015PEST	101-4520-422	PROFESSIONAL	822-824 MAIN/RODENT CONTROL	000000 195.00
01-0418	BLACK HILLS PIONEER					
		I-083115AA	101-4520-426	SUPPLIES	PW AD. ASSISTANT AD #150829	000000 33.80
01-0467	CULLIGAN OF THE NORTHER					
		I-68840	101-4520-426	SUPPLIES	BOTTLED WATER/PARKS	000000 32.50
		I-69731	101-4520-426	SUPPLIES	BOTTLED WATER/PARKS	000000 19.50
		I-70203	101-4520-426	SUPPLIES	BOTTLED WATER	000000 6.50
		I-70497	101-4520-426	SUPPLIES	WATER COOLER RENTAL/PARKS	000000 15.00
01-0515	ROCKINGTREE LANDSCAPES					
		I-253395	101-4520-425	REPAIRS	MAPLE-SPRUCE TREES	000000 342.90
01-0677	LAWSON PRODUCTS, INC.					
		I-9303507460	101-4520-426	SUPPLIES	(25) 1/2-13X6 HEX CAP SCREWS	000000 56.74
		I-9303537850	101-4520-425	REPAIRS	(20) GAL 5GA CONCRETE PATCH	000000 391.40
01-0723	NORTHERN TRUCK EQUIPMEN					
		I-14234	101-4520-425	REPAIRS	PLATFORM/PARKS DEPT.	000000 850.00
01-0969	E.T. SPORTS					
		I-035593	101-4520-425	REPAIRS	SHAFT ASSY-PARTS/PARKS	000000 346.36

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 PACKET: 03617 COMBINED - 9/22/15
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 520 PARKS
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1171	A & B BUSINESS SOLUTION	I-IN216308	101-4520-426	SUPPLIES COPIES-MAINT./9-21-10-20-15/PA	000000	32.23
01-1380	WASTE CONNECTIONS, INC.	I-11889477	101-4520-426	SUPPLIES PARKS SHOP	000000	387.82
01-1406	STRETCH'S GLASS & CUSTO	I-IO26344	101-4520-426	SUPPLIES MAR RESISTANT GLASS/PARKS	000000	45.23
01-1653	STURDEVANT'S AUTO PARTS	I-32-678228	101-4520-426	SUPPLIES AIR FILTERS/PARKS	000000	128.30
		I-32-678533	101-4520-426	SUPPLIES STARTING FLUID-F BODY-AIR CHUC	000000	15.16
		I-32-678558	101-4520-426	SUPPLIES 3/8 SHORT SOCKET/PARKS	000000	2.99
		I-32-680617	101-4520-426	SUPPLIES OIL/PARKS	000000	37.08
		I-32-680617	101-4520-425	REPAIRS HEADLIGHT BULB/PARKS	000000	9.65
01-1798	CHAINSAW CENTER/DAKOTA	I-1349526	101-4520-425	REPAIRS TORO FUEL TANK/FREIGHT	000000	383.00
01-2869	ATCO INTERNATIONAL	I-IO442276	101-4520-425	REPAIRS T-N-T-ICE-GO/PARKS	000000	252.00
01-3346	REGIONAL HEALTH NETWORK	I-141238C2296	101-4520-422	PROFESSIONAL TESTING	000000	25.00
DEPARTMENT 520 PARKS						TOTAL: 3,608.16
01-3060	QUIK SIGNS	I-14836	101-4640-426	SUPPLIES EVENT STREET SIGNS	000000	1,674.37
01-3631	ELEVATE DESIGN STUDIOS	I-1-246	101-4640-422	PROFESSIONAL AS-BUILTS	000000	467.12
DEPARTMENT 640 PLANNING AND ZONING						TOTAL: 2,141.49
FUND 101 GENERAL FUND						TOTAL: 33,475.94

PACKET: 03617 COMBINED - 9/22/15

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3905	CSCHWALD, JOE	I-091615	209-3510-460	REC CNTR COLL REFUND/MONTHLY MEMBERSHIP	000000	24.30
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	24.30
01-0223	COCA COLA BOTTLING HIGH	I-1508586	209-4510-426	SUPPLIES AQUAPURE-RETURNABLES/RC	000000	51.50
		I-1525280	209-4510-426	SUPPLIES AQUAPURE-RETURNABLES/REC C	000000	61.20
		I-181409	209-4510-426	SUPPLIES EQUIPMENT RENTAL/REC CENTER	000000	14.00
01-0418	BLACK HILLS PIONEER	I-073115RC	209-4510-423	PUBLISHING COMMUNITY PROMO AD/RC	000000	10.00
		I-083115RC	209-4510-423	PUBLISHING RC COMMUNITY AD	000000	10.00
01-1011	TOM'S T'S, INC.	I-19471	209-4510-426	SUPPLIES T-SHIRTS/REC CENTER FOR SALE	000000	189.91
01-1380	WASTE CONNECTIONS, INC.	I-11889608	209-4510-426	SUPPLIES RC DUMPSTER	000000	65.00
01-1827	MS MAIL & MARKETING	I-7428	209-4510-423	PUBLISHING 500 DAY PASSES/REC CENTER	000000	20.00
01-3151	KONE INC.	I-949084189	209-4510-422	PROFESSIONAL ELEVATOR MAINT/REC CENTER	000000	133.40
01-3506	ALSCO	I-LCAS985265	209-4510-426	SUPPLIES MATS/REC CENTER	000000	81.97
01-3618	KDSJ 980 AM RADIO	I-15-08-029	209-4510-423	PUBLISHING FALL SPORTS PREVIEW/:30 SPOT	000000	160.00
			DEPARTMENT 510	REC CENTER	TOTAL:	796.98
01-0475	DEADWOOD CHAMBER & VISI	I-090915	209-4980-422	PROFESSIONAL BILL LIST - 4TH QTR	000000	45,000.00
01-2857	NEIGHBORHOOD LENDING SE	I-090315	209-4980-429	OTHER KIDWEIRD - 2015	000000	750.00
			DEPARTMENT 980	SPECIAL EVENTS	TOTAL:	45,750.00
			FUND	209 BED & BOOZE FUND	TOTAL:	46,571.28

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03617 COMBINED - 9/22/15

VENDOR SET: 01

FUND : 213 BUSINESS IMPROVEMENT DIST

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-090915	213-4630-423	MARKETING BILL LIST - 4TH QTR	000000	141,312.00
			DEPARTMENT 630	BID	TOTAL:	141,312.00
			FUND	213 BUSINESS IMPROVEMENT DIST	TOTAL:	141,312.00

PACKET: 03617 COMBINED - 9/22/15

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
01-0475	DEADWOOD CHAMBER & VISI	I-90915	215-4572-210	VISITOR MGMT 8/26-9/9-15	000000	71,683.29
01-1182	MACROVISION	I-2015-37	215-4572-235	VISITOR MGMT FACEBOOK JULY AUG SEPT 2015	000000	750.00
		I-2015-38	215-4572-235	VISITOR MGMT ROTARY PAR 4 MINUTES	000000	1,400.00
01-2487	BLACK HILLS DIGITAL MAP	I-201598	215-4572-235	VISITOR MGMT BH DIGITAL MAPPING SPONSOR	000000	100.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 73,933.29
01-0451	RUNGE, MIKE	I-090215	215-4573-335	HIST. INTERP. REIMB BOOK	000000	78.50
01-0951	DEADWOOD ALIVE	I-143-15	215-4573-345	HIST. INTERP. SEPT-NOV 2015	000000	1,500.00
01-2014	TOMS, DON	I-2015LCTRANS9215	215-4573-335	HIST. INTERP. BOOK 6 LETTERS	000000	630.00
DEPARTMENT 573 HP HISTORIC INTERPRETATION						TOTAL: 2,208.50
01-0043	TRINITY UNITED METHODIS	I-090915	215-4575-520	GRANT/LOAN PR 2015 OUTSIDE DWD GRANT RD 1	000000	2,555.00
01-0578	TWIN CITY HARDWARE & LU	I-D329610	215-4575-525	GRANT/LOAN PA 326 WILLIAMS ABRAMS	000000	159.96
		I-D329690	215-4575-525	GRANT/LOAN PA 57 VAN BUREN GRENSTINER	000000	350.86
		I-E29609	215-4575-525	GRANT/LOAN PA 628 MAIN RUSSO	000000	197.95
		I-E29610	215-4575-525	GRANT/LOAN PA 628 MAIN RUSSO	000000	8.98
		I-E29683	215-4575-525	GRANT/LOAN PA 23 BURNHAM HANSEN	000000	104.97
		I-E29842	215-4575-525	GRANT/LOAN PA 31 JACKSON PEHRSON	000000	41.99
		I-E29898	215-4575-525	GRANT/LOAN PA 42 LINCOLN WOOD	000000	59.98
		I-E31492	215-4575-525	GRANT/LOAN PA 19 CENTENNIAL VECCHI	000000	129.99
		I-E31861	215-4575-525	GRANT/LOAN PA 1 FOREST TIM BERG	000000	113.97
		I-E31984	215-4575-525	GRANT/LOAN PA 31 JACKSON	000000	83.98
		I-E32032	215-4575-525	GRANT/LOAN PA 17 LINCOLN SCHMIDT	000000	485.92
		I-E32056	215-4575-525	GRANT/LOAN PA 57 VANBUREN GRENSTINER	000000	35.98
		I-E32087	215-4575-525	GRANT/LOAN PA 57 VANBUREN GRENSTINER	000000	14.94
		I-E32533	215-4575-525	GRANT/LOAN PA 866 MAIN HOGGATT	000000	17.99
		I-E32825	215-4575-525	GRANT/LOAN PA 866 MAIN HOGGATT	000000	73.98
		I-E33337	215-4575-525	GRANT/LOAN PA 19 CENTENNIAL VECCHI	000000	23.97
01-0776	ALBERTSON ENGINEERING,	I-9419	215-4575-515	GRANT/LOAN RE 2014-260H 84 VAN BUREN RW	000000	567.50

PACKET: 03617 COMBINED - 9/22/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1225	CAI CONSTRUCTION, LLC	I-APP 9	215-4575-515	GRANT/LOAN RE 2 DUDLEY RW MORGAN	000000	22,638.17
01-3780	SOUTH DAKOTA SCIENCE AN	I-090915	215-4575-520	GRANT/LOAN PR 2015 OUTSIDE OF DWD GRANT RD 2	000000	25,000.00
01-3898	DEADWOOD TRUST FOR HIST	I-090915	215-4575-520	GRANT/LOAN PR 2015 OUTSIDE OF DWD GRANT RD 2	000000	4,622.07
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA TOTAL:						57,288.15
01-0776	ALBERTSON ENGINEERING,	I-9420	215-4576-600	PROFES. SERV. 2015-265H 652 MAIN STAIR LANDI	000000	545.50
01-2394	GUNDERSON, PALMER, NELS	I-62084	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	3,336.09
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						3,881.59
01-0547	M&M SANITATION	I-28644	215-4577-795	CAPITAL ASSET TOILET RENT-DELV.PR/FIREWISE	000000	56.70
01-0776	ALBERTSON ENGINEERING,	I-9414	215-4577-810	CAPITAL ASSET 2013-207L BIKE PATH EXT	000000	260.60
		I-9417	215-4577-755	CAPITAL ASSET 2014-186L CRESENT ST RW	000000	406.00
		I-9418	215-4577-755	CAPITAL ASSET 2014 188H FREMONT RW	000000	248.00
01-2473	SD DEPT. OF CORRECTIONS	I-C18D6137	215-4577-795	CAPITAL ASSET FIREWISE/ID#C18D6137	000000	3,883.69
01-3785	TALLGRASS	I-2015-73	215-4577-810	CAPITAL ASSET POWERHOUSE PARK	000000	720.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						5,574.99
01-0340	MIDCONTINENT COMMUNICAT	I-7047175027550	215-4641-428	UTILITIES 09/01-09/30/15	000000	65.00
01-0418	BLACK HILLS PIONEER	I-150813	215-4641-423	PUBLISHING ADMIN ASST CLASSIFIED AD	000000	173.00
01-0467	CULLIGAN OF THE NORTHER	I-69071	215-4641-426	SUPPLIES COOLER RENTAL	000000	15.00
		I-69987	215-4641-426	SUPPLIES BOTTLED WATER	000000	26.00
		I-70496	215-4641-426	SUPPLIES BOTTLED WATER	000000	15.00

PACKET: 03617 COMBINED - 9/22/15

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
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-294667	215-4641-422	PROFESSIONAL GIS SOFTWARE INSTALL LABOR	000000	397.38
		I-295296	215-4641-434	MACHINERY/EQU STORAGE-SERVER	000000	1,680.00
01-0742	OFFICE DEPOT					
		I-788401692001	215-4641-426	SUPPLIES SUPPLIES BATTERIES MARKERS	000000	96.95
		I-788401693001	215-4641-426	SUPPLIES LITHIUM BATTERIES CAMERA	000000	9.49
01-1514	RAPID CITY JOURNAL SUBS					
		I-092015	215-4641-423	PUBLISHING YEARLY SUBS 9/2015 TO 8/2016	000000	231.01
01-1827	MS MAIL & MARKETING					
		I-7526	215-4641-426	SUPPLIES BUSINESS CARDS KRAMBECK FITCH	000000	50.00
		I-7535	215-4641-423	PUBLISHING CITY NEWSLETTER AUGUST 2015	000000	592.14
01-3373	AMAZON WEB SERVICES					
		I-58688908	215-4641-428	UTILITIES WEB SERVICES SEPT. 2015	000000	229.26
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						3,580.23
FUND 215 HISTORIC PRESERVATION TOTAL:						146,466.75

PACKET: 03617 COMBINED - 9/22/15

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2983	HICKS, LARRY					
		I-091015	216-1310	DUE FROM OTHE WORK DONE 144 CHARLES HICKS	000000	7,956.75
01-3900	PHIL'S ELECTRIC					
		I-37	216-1310	DUE FROM OTHE WORK DONE 771 MAIN JOSEPH	000000	642.86
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	8,599.61
01-0623	LAWRENCE TITLE COMPANY					
		I-091015	216-4653-960	CLOSING CO TITLE WORK 33 1/2 JACKSON	000000	150.00
01-3195	VECCHI, GREG					
		I-481255	216-4653-962-04	SIDING GRANT WORK DONE SIDING 19 CENTENNIAL	000000	3,185.00
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	3,335.00
			FUND	216 REVOLVING LOAN	TOTAL:	11,934.61

PACKET: 03617 COMBINED - 9/22/15

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-APP 6	544-4370-422	PROFESSIONAL ST AMBROSE PH 5	000000	29,565.00
				DEPARTMENT 370 ST. AMBROSE	TOTAL:	29,565.00
				FUND 544 ST. AMBROSE PROJECT	TOTAL:	29,565.00

PACKET: 03617 COMBINED - 9/22/15

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
01-0320	WHITE'S CANYON MOTORS					
		I-612208	602-4330-425	REPAIRS DOOR TRIM/2013 FORD WTR TRUCK	000000	84.93
01-0418	BLACK HILLS PIONEER					
		I-083115AA	602-4330-423	PUBLISHING PW AD. ASSISTANT AD #150829	000000	33.80
01-0561	SD ONE CALL					
		I-SD15-2498	602-4330-426	SUPPLIES MESSAGE FEES/AUGUST 2015/WTR	000000	25.76
01-0782	JACOBS PRECISION WELDIN					
		I-22179	602-4330-425	REPAIRS PLATE-1-1/4" LK WSHR/CUT-WELD	000000	95.77
01-1171	A & B BUSINESS SOLUTION					
		I-IN216308	602-4330-426	SUPPLIES COPIES-MAINT./9-21-10-20-15/WT	000000	32.23
01-1491	RENNER, DONOVAN					
		I-082615	602-4330-415	GROUP INSURAN REIMBURSEMENT	000000	252.01
01-1827	MS MAIL & MARKETING					
		I-7535-A	602-4330-426	SUPPLIES UTILITY BILLS MAILING	000000	266.37
01-3736	METERING & TECHNOLOGY S					
		I-4518	602-4330-425	REPAIRS (2) SLOTTED SEAL SCREWS	000000	86.88
01 3818	OFTEDAL CONSTRUCTION, I					
		I-PAYREQUEST#6	602-4330-433-01	CIP-HIWAY 85 PAY REQUEST #6/85 PROJECT	000000	40,294.14
DEPARTMENT 330 WATER						TOTAL: 41,171.89
FUND 602 WATER FUND						TOTAL: 41,171.89

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03617 COMBINED - 9/22/15

VENDOR SET: 01

FUND : 607 MT MORIAH CEMETERY OPERAT

DEPARTMENT: 580 MT. MORIAH

BANK: PNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-618-2015	607-4580-422	PROFESSIONAL NOTICE TO BID-MT.MORIAH DRAIN	000000	25.23
				DEPARTMENT 580 MT. MORIAH	TOTAL:	25.23
				FUND 607 MT MORIAH CEMETERY OPERAT	TOTAL:	25.23

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-150829	610-4360-423	PUBLISHING AD FOR ORDINANCE OFFICER	000000	81.50
01-0598	SUMMIT SIGNS & SUPPLY,					
		I-47015	610-4360-426	SUPPLIES GUEST PARKING SIGN	000000	83.10
		I-47348	610-4360-426	SUPPLIES CAUTION SIGN	000000	90.60
		I-47471	610-4360-426	SUPPLIES SIGN FOR CUSTOMER PARKING	000000	103.00
01-2994	CHAMBERLIN ARCHITECTS					
		I-9 - 2015	610-4360-422	PROFESSIONAL DEADWOOD VISITOR CENTER	000000	113,356.23
01-3712	PASSPORT PARKING, INC.					
		I-2307	610-4360-422	PROFESSIONAL MOBILE PAY - METERS	000000	66.75
				DEPARTMENT 360 PARKING/TRANSPORTATION	TOTAL:	113,781.18
01-0467	CULLIGAN OF THE NORTHER					
		I-70499	610-4361-426	SUPPLIES SOFTENER RENTAL - TROLLEY	000000	22.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-678638	610-4361-426	SUPPLIES THROTTLE SENSOR	000000	85.26
		I-32-678640	610-4361-426	SUPPLIES THROTTLE BODY	000000	4.59
		I-32-678926	610-4361-426	SUPPLIES BATTERY 2PAK	000000	10.78
		I-32-678979	610-4361-426	SUPPLIES PRO SERIES	000000	12.91
		I-32-679015	610-4361-426	SUPPLIES 3/8 St1 X 3/8 Nln	000000	5.39
		I-32-679400	610-4361-426	SUPPLIES TRANS SPIN ON, FILTERS, OIL	000000	131.16
		I-32-679503	610-4361-426	SUPPLIES UNIVERSAL JOINT, SOCKET	000000	8.08
		I-32-679505	610-4361-426	SUPPLIES SOCKET SHORT MET	000000	2.99
		I-32-679898	610-4361-426	SUPPLIES SCREWS, SPARK PLUGS, 1/4" M.	000000	23.89
		I-32-680024	610-4361-426	SUPPLIES SCREWS	000000	0.92
		I-32-680120	610-4361-426	SUPPLIES CUTTING WHEEL, TOOLS	000000	4.13
		I-32-680218	610-4361-426	SUPPLIES TAP	000000	4.19
		I-32-680533	610-4361-426	SUPPLIES K-SEALS	000000	26.00
		I-32-680623	610-4361-426	SUPPLIES COURTESY LIGHT, CLEAR	000000	26.48
		I-32-680700	610-4361-426	SUPPLIES CAMSHAFT SENSOR	000000	25.94
		I-32-680825	610-4361-426	SUPPLIES LED LIGHT, ZEREX HD EXT LIFE	000000	69.84
		I-678240	610-4361-426	SUPPLIES FUEL FILTER	000000	19.43
01-3424	BLACK HILLS URGENT CARE					
		I-11825	610-4361-422	PROFESSIONAL TESTING	000000	112.76
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	596.74
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	114,377.92

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

PACKET: 03617 COMBINED - 9/22/15

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3151	KONE INC.					
		I-949084189	611-4362-422	PROFESSIONAL ELEVATOR MAINT/PARKINGK RAMP	000000	133.40
01-3346	REGIONAL HEALTH NETWORK					
		I-141238C2296	611-4362-422	PROFESSIONAL TESTING	000000	25.00
01-3424	BLACK HILLS URGENT CARE					
		I-11825	611-4362-422	PROFESSIONAL TESTING	000000	30.00
				DEPARTMENT 362 MAIN STREET RAMP	TOTAL:	188.40
				FUND 611 MAIN STREET RAMP	TOTAL:	188.40

PACKET: 03617 COMBINED - 9/22/15

VENDOR SET: 01

FUND : 701 RUBBLE SITE

DEPARTMENT: 324 RUBBLE SITE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0315	BLACK HILLS DISPOSAL IN					
		I-15006	701-4324-422	PROFESSIONAL ROLL OFF DUMPSTERS/TC DUMP	000000	800.00
01-0547	M&M SANITATION					
		I-28645	701-4324-426	SUPPLIES MONTHLY TOILET RENT/TC DUMP	000000	110.00
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0456602	701-4324-425	REPAIRS BOLT-NUT/LOADER AT TC DUMP	000000	59.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-680596	701-4324-425	REPAIRS FUEL TREATMENT/DUMP LOADER ETC	000000	31.49
01-1933	NEW DEAL TIRE					
		I-1398	701-4324-422	PROFESSIONAL TIRE DIS TCD/130.98@\$220/TIRE	000000	28,815.60
			DEPARTMENT 324	RUBBLE SITE	TOTAL:	29,816.09
			FUND	701 RUBBLE SITE	TOTAL:	29,816.09

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

PACKET: 03617 COMBINED - 9/22/15

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3905	OSCHWALD, JOE					
		I-091615	722-2190	AMOUNTS HELD REFUND/MONTHLY MEMBERSHIP	000000	1.70
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	1.70
			FUND	722 SALES TAX AGENCY	TOTAL:	1.70
				REPORT GRAND TOTAL:		597,148.86



427 SOUTH CHAPELLE
C/O 500 EAST CAPITOL
PIERRE SD 57501-5070
(605) 773-3595
FAX (605) 773-6454

MARTIN L. GUINDON, CPA
AUDITOR GENERAL

9-21-15
5A

September 21, 2015

Charles Turbiville, Mayor
And
Mary Jo Nelson, Finance Officer

Municipality of Deadwood
102 Sherman Street
Deadwood, South Dakota 57732

This will confirm our understanding of the services we are to provide Municipality of Deadwood (Municipality) as of December 31, 2014 and for the year then ended. We will perform a financial and compliance audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Municipality as of December 31, 2014 and for the year then ended which collectively comprise the Municipality's basic financial statements.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) to supplement the Municipality's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Municipality's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Budgetary Comparison Schedules

You have opted to not present Management's Discussion and Analysis that the Governmental Accounting Standards Board has determined is necessary to supplement, although not required to be part of, the basic financial statements. We will adjust our opinion on the financial statements accordingly for this omission.

Audit Objectives

The objective of our audit is the expression of our opinions as to whether the Municipality's basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first section above when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal controls related to the financial statements and compliance with laws, regulations, contracts and grant agreements, and other matters, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (a) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and (b) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting. The reports are intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. However, because these reports are required by South Dakota Codified Law 4-11-11, they are a matter of public record and their distribution is not limited.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our audit will include tests of accounting records and other procedures we consider necessary to enable us to express such our opinions and to render the required reports.

If during the course of our audit we find that we are unable to express unmodified opinions on the fairness of the financial statements for any opinion unit we will notify you of the problems encountered. If, for any reason, we are unable to complete the audit, we will not issue a report as a result of this engagement, but we will bill you at our standard hourly rates for the value of services rendered to date of termination of the engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will provide guidance with the preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. If applicable, you will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we may provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial

statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information (as applicable) of the Municipality and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon **OR** make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Management will coordinate with our office to ensure that the Department of Legislative Audit's (DLA) independence is not impaired by hiring former or current DLA manager or professional employees in a key position, as defined in the AICPA *Code of Profession Conduct*, which would cause a violation of the AICPA *Code of Professional Conduct* or other applicable independence rules. Any employment opportunities with the Municipality for a former or current DLA manager or professional employee should be discussed with the Auditor General or Local Government Audit Manager before entering into substantive employment conversations with the former or current DLA manager or professional employee.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Accordingly, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and the appropriate law enforcement officials of any violations of laws or regulations and any fraud or illegal acts that come to our attention, unless clearly inconsequential. We will include such matters in the reports required by *Government Auditing Standards*. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the

financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on the effectiveness of internal control or to identify all significant deficiencies or material weaknesses. However, we will communicate to you of any matters involving internal control and its operation that we consider to be material weaknesses or significant deficiencies under standards established by the American Institute of Certified Public Accountants. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We will also inform you of any other matters involving internal controls, if any, as required by *Government Auditing Standards*.

Audit Procedures - Compliance

Compliance with laws, regulations, contracts, agreements and other matters applicable to the Municipality is the responsibility of management. As part of obtaining reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement, we will perform tests of Municipality's compliance with certain provisions of applicable laws, regulations, contracts, agreements and other matters. However, the objective of those procedures will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion in our report issued pursuant to *Government Auditing Standards*.

Audit Administration, Fees, and Other

Our fee for these services will be based on the time actually spent at our standard hourly rate is determined in accordance with state statute (Fiscal Year 2015 rate is \$61.50) and is subject to change each July 1st. We will not bill you for travel time spent coming to and from your location or for time spent giving you assistance or working on other projects while on site at your location.

Government Auditing Standards state that if the Auditor's Report discloses deficiencies in internal control, fraud, illegal acts, violations of provisions of contracts or agreements, or abuse, the entity should provide the views of the responsible officials concerning the findings, conclusions, and recommendation, as well as planned response. Such response will be included in the audit report. If the Municipality does not respond or chooses not to respond we are required to state this in the audit report.

The audit documentation will be available at the completion of our audit for inspection at our Pierre office by other auditors as well as management of the Municipality during normal working hours. The audit documentation will be retained for a minimum of five years following the date of the audit report.

We understand that your employees will assist us whenever possible and will perform such functions as pulling documents selected by us for testing. If your employees cannot accomplish these tasks when requested, we will perform them and bill for our services at the above hourly rate.

Should unforeseen circumstances arise that would require a significant extension of our auditing procedures, we would discuss with you the specific matters involved before extending our audit scope and incurring additional costs. In such a case, this letter may need to be modified and reissued.

The audit report should be issued in final form, and all required report filings accomplished, estimated to be no later than sixty (60) calendar days from the date of the audit report. Our Local Government Audit Manager is the engagement partner and is responsible for supervising the engagement.

Government Auditing Standards require that our office undergo an external quality control review on a periodic basis. A copy of our latest external quality control review letter will be provided to you upon request and is also publicly available on our website (<http://legislativeaudit.sd.gov>).

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions please let us know.

If this letter correctly expresses your understanding, please sign both copies where indicated and return one copy to us.

Sincerely,



Allen L. Schaefer
Auditor In Charge

Approved:

Mayor

Date

Municipality Finance Officer

Date

PROGRAMMATIC AGREEMENT

9/21/15
SD

This document represents a Programmatic Agreement between the City of Deadwood, 102 Sherman Street, Deadwood, SD 57732 [CITY] and Buffalo Dreamers, LLC, 333 Saint Andrew Street, Rapid City, SD 57701 [PERFORMERS].

As licensed performers with the City of Deadwood under Deadwood Codified Ordinance 5-28-011, CITY desires to create a Street Performance Schedule for PERFORMERS to ensure safety and scheduling matters on Historic Main Street.

The following Street Performance Schedule is imperative so not to interfere with public transportation through the Deadwood Trolley System, the Deadwood Stagecoach route and schedule, Deadwood Alive performances, tour bus and charter bus schedules, and pedestrian and vehicular traffic. Safety is a prime concern.

Street Performance Schedule

LOCATION – Street Performances

Due to safety and scheduling reasons the only location available for any additional street performances above and beyond the already CITY approved locations for Deadwood Alive on Historic Main Street is between Pine Street and Deadwood Street for PERFORMERS.

TIMES – Street Performances

12:55 p.m. to 1:10 p.m.	Sunday through Saturday	June 26 through July 21, 2015
12:55 p.m. to 1:10 p.m.	Sunday through Saturday	August 10 through August 19, 2015
12:55 p.m. to 1:10 p.m.	Sunday through Saturday	August 24 through September 7, 2015
2:55 p.m. to 3:10 p.m.	Sunday through Saturday	June 26 through July 21, 2015
2:55 p.m. to 3:10 p.m.	Sunday through Saturday	August 10 through August 19, 2015
2:55 p.m. to 3:10 p.m.	Sunday through Saturday	August 24 through September 1, 2015 ¹
4:55 p.m. to 5:10 p.m.	Sunday through Saturday	June 26 through July 21, 2015
4:55 p.m. to 5:10 p.m.	Sunday through Saturday	August 10 through August 19, 2015
4:55 p.m. to 5:10 p.m.	Sunday through Saturday	August 24 through September 7, 2015

¹School begins at the Lead-Deadwood Elementary School on September 2, 2015 and the 3:00 p.m. performance cannot occur at this time and location after September 1, 2015.

TIME LIMIT – Street Performances

Due to safety and scheduling reasons the maximum Street Performance cannot exceed a total of fifteen (15) minutes for street closure to conduct said performance.

SAFETY – Street Performances

Cones will be made available from CITY and must be set out and picked at the beginning and end of each Street Performance by PERFORMERS. CITY has arranged possible storage for traffic cones with the Franklin / Silverado business. PERFORMERS to coordinate with said business.

Street Performance Schedule (location, times, time limit and safety measures) shall be strictly enforced; failure to follow Street Performance Schedule will result in revocation of Performers License.

Additional Performance Areas

An additional publicly owned performance area is available for PERFORMERS at History & Information Center under the breezeway or in the lawn on either side of the building.

Sidewalk performances by PERFORMERS shall not be permitted on the public sidewalks. This creates a considerable safety issue for pedestrian and vehicular traffic. Sidewalk performances will be strictly prohibited; failure to follow this mandate will result in revocation of Performers License.

Performances by PERFORMERS on private property shall not create any safety issue for pedestrian and vehicular traffic. PERFORMERS shall obtain proper permission to conduct Performances on private property.

Additional stipulations

PERFORMERS agree to no panhandling and no vending of merchandise per Deadwood City Ordinance 5-28. Failure to follow above referenced ordinances shall result in the revocation of City Performance License.

Scheduled usages on Main Street

Deadwood Trolley Schedule

Weekday Trolley stops within the Street Performance location

:21 and :51 minutes after the hour

Weekend Trolley stops within the Street Performance location

Beginning Friday evening after 5:00 p.m. trolley stops at :11, :31 and :51 minutes after the hour

Deadwood Alive Schedule

Attached

Deadwood Stagecoach

Attached

Tour Bus operating on and from Historic Main Street

Original Deadwood Tours

Alkali Ike Tours

Boot Hill Tours

PERFORMERS agree 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 PERFORMERS in connection with this agreement or services performed or materials provided pursuant to this contract.

PERFORMERS understand Programmatic Agreement and understand failure to comply with said agreement will result in the revocation of City Performance License(s).

City of Deadwood:

By:

Signature: *Chamberlain*

Title: *Mayor*

Date: *July 7, 2015*

ATTEST:

Maty Jo Nelson

Maty Jo Nelson
Finance Officer



Buffalo Dreamers, LLC

By:

Signature: *Troy Fairbanks*

Title: *Owner*

Date: *7-10-2015*

[acknowledgments on following page]

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

On this the 7 day of JULY, 2015, before me, the undersigned officer, personally appeared Charles Turbiville, known to me or satisfactorily proven to be the Mayor of the City of Deadwood, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

IN WITNESS whereof, I hereunto set my hand and official seal.

(SEAL)



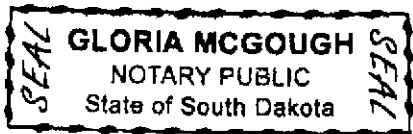
Robin D. Verno - Deputy Auditor
Notary Public
My Commission Expires: **MY TERM EXPIRES
MARCH 3, 2019**

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

On this the 10th day of July, 2015, before me, the undersigned officer, personally appeared Troy Fairbanks, known to me or satisfactorily proven to be the Owner of Buffalo Dreamers, LLC, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he/she executed the same in the capacity and for the purposes therein contained.

IN WITNESS whereof, I hereunto set my hand and official seal.

(SEAL)



Gloria McGough
Notary Public
My Commission Expires: **My Commission Expires
July 17, 2018**

RESOLUTION 2015-15

9-21-15
LB

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 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.

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

9-21-15
6 C

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:

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
Paula Katon-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.

CITY OF DEADWOOD

ATTEST:

Charles Turbiville, Mayor

Mary Jo Nelson, Finance Officer

9-21-15
6 D

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
BLACK HILLS ASPHALT, LLC

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 BLACK HILLS ASPHALT, LLC, with its principal place of business located at P.O. Box 43, Spearfish, South Dakota 57783, hereinafter referred to as "BLACK HILLS ASPHALT;"

WHEREAS, BLACK HILLS ASPHALT; has agreed to perform specific tasks concerning repairing cracked asphalt roadway and cracked concrete roadway in the Presidential area of the City of Deadwood, South Dakota, for a total sum not to exceed Fifteen Thousand Seven Hundred Sixty-five and 33/100ths dollars (\$15,765.33); and

WHEREAS, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which BLACK HILLS ASPHALT shall perform the services concerning the repair of cracked roadways in the Presidential area of the City of Deadwood; and

WHEREAS, the CITY has accepted the proposal from BLACK HILLS ASPHALT 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. BLACK HILLS ASPHALT shall clean and fill one patch approximately 14" by 10' located along approximately 1,750 linear feet of asphalt roadway in the Presidential area of the City of Deadwood;
3. BLACK HILLS ASPHALT shall clean and repair cracks Deadwood along approximately 6000 lineal feet of concrete roadway located in the Presidential area of the City of pavement;

4. BLACK HILLS ASPHALT shall perform these services with reasonable diligence and expediency consistent with sound professional practices.
5. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
6. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
7. BLACK HILLS ASPHALT shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
8. BLACK HILLS ASPHALT 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 BLACK HILLS ASPHALT in connection with this agreement or services performed or materials provided pursuant to this contract;
9. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to BLACK HILLS ASPHALT;
10. BLACK HILLS ASPHALT shall be paid in an amount not to exceed Fifteen Thousand Seven Hundred Sixty-five and 33/100ths dollars (\$15,765.33) for work completed unless change orders are agreed upon in writing;
11. 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

ATTEST:

By: _____
Charles M. Turbiville, Mayor

Mary Jo Nelson
City Finance Officer

BLACK HILLS ASPHALT, LLC.

By: _____

Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2015, before me, the undersigned officer,
personally appeared _____, known to me to be the
_____ of BLACK HILLS ASPHALT 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: _____

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
A&L CONTRACTORS

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation, 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and A&L CONTRACTORS, 3122 East Fairground Loop, Spearfish, South Dakota 57783, hereinafter referred to as "A&L;"

WHEREAS, A&L has agreed to perform specific tasks concerning installation of a water main loop in the area Calamity Lane-Peck-Burlington area of the City of Deadwood. The total sum for the project shall not exceed Twenty Thousand Two Hundred Ninety-two and no/100ths Dollars (\$20,292.00); and

WHEREAS, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which A&L shall perform the services concerning the installation of the water main loop located at Calamity Lane-Peck-Burlington streets; and

WHEREAS, the CITY has accepted the proposal from A&L 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. At Calamity Lane, A&L shall remove asphalt surfacing, install six-inch C900 water main pipe with tracer wire; connect pipe to existing main water line; lay four inches of gravel and apply asphalt patch as and where needed;
3. A&L shall perform these services with reasonable diligence and expediency consistent with sound professional practices.
4. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
5. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;

6. A&L 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;
7. A&L 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 A&L in connection with this agreement or services performed or materials provided pursuant to this contract;
8. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to A&L;
9. Twenty Thousand Two Hundred Ninety-two and no/100ths Dollars (\$20,292.00) shall be due to A&L upon completion of the project unless change orders are agreed upon in writing by both CITY and A&L. Excise tax shall be included;
10. 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

A&L CONTRACTORS

By: _____

Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared _____, known to me to be the _____ of A&L Contractors 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: _____

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
A&L CONTRACTORS

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation, 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and A&L CONTRACTORS, 3122 East Fairground Loop, Spearfish, South Dakota 57783, hereinafter referred to as "A&L;"

WHEREAS, A&L has agreed to perform specific tasks concerning installation of a water main loop in the area of Madison Street and Washington Street, City of Deadwood. The total sum for the project shall not exceed Twenty-six Thousand Eight Hundred Six and 80/100ths Dollars (\$26,806.80); and

WHEREAS, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which A&L shall perform the services concerning the installation of the water main loop located at Madison and Washington Streets; and

WHEREAS, the CITY has accepted the proposal from A&L 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. At Madison Street, A&L shall remove asphalt surfacing, install six-inch C900 water main pipe with tracer wire; connect pipe to existing main water line; lay four inches of gravel and apply asphalt patch as and where needed;
3. A&L shall perform these services with reasonable diligence and expediency consistent with sound professional practices.
4. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
5. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;

6. A&L 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;
7. A&L 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 A&L in connection with this agreement or services performed or materials provided pursuant to this contract;
8. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to A&L;
9. Twenty-six Thousand Eight Hundred Six and 80/100ths Dollars (\$26,806.80) shall be due to A&L upon completion of the project unless change orders are agreed upon in writing by both CITY and A&L. Excise tax shall be included;
10. 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

A&L CONTRACTORS

By: _____

Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2015, before me, the undersigned officer,
personally appeared _____, known to me to be the
_____ of A&L Contractors 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: _____

9-21-15
LE

September 8 , 2015

Misty,

Due to health concerns, Thursday, September 24, 2015 will be my last shift at the Main Street Parking Garage. Thank you .

Linda

A handwritten signature in black ink, appearing to read 'Linda', with a stylized, cursive script.

9-21-15
6F

Date	Invoice #
9/1/2015	5859

Bill To
City of Deadwood 100 Sherman Street Deadwood, SD 57732 Attn: Sonya Bertalot

Ship To

P.O. Number	Terms	Via	F.O.B.	Project
	Net 30			

Quantity	Item Code	Description	Price Each	Amount
1	Maintenance Software	Annual Maintenance for the Integrator 2000 Parking Enforcement base station software, for the period beginning October 1, 2015 through September 30, 2016.	3,240.00	3,240.00
2	HH Soft Maintenance	Annual Maintenance for the IntegratorPro™ MApp Handheld Software on 2 handhelds for the same period.	108.00	216.00

Thank you for your business.

Total

\$3,456.00

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

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

9-21-15
GG

September 21, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Adams House Museum Porch and Balcony

SUMMARY

The Commission gave permission to hire a contractor to perform porch and balcony repairs at the Adams House Museum for an amount not to exceed \$10,000.00. We received two quotes for this job. Michael Conover for \$7,193.90 and Paul Larson & Associates for \$9,967.75

RECOMMENDATION

It is my recommendation that accept the low quote and allow the Mayor to sign a contract with Michael Conover for \$7,193.90 to perform the required remediation work.

CONTRACT BETWEEN
THE CITY OF DEADWOOD AND
MICHAEL CONOVER, CARPENTRY CONTRACTING

This Contract 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 MICHAEL CONOVER, CARPENTRY CONTRACTING, 618 Houston Street, Lead, SD 57754, hereinafter referred to as "CONOVER."

WHEREAS, CONOVER has agreed to perform specific tasks concerning the repair and reconstruction of areas on the porch and balcony of the Adams House Museum located at 22 Van Buren Street, Deadwood, South Dakota 57732, in the amount of Seven Thousand One Hundred Ninety-three and 90/100s Dollars (\$7,193.90); and

WHEREAS, the purpose of this Contract is to set forth the terms and conditions for which CONOVER shall perform services concerning the repair and reconstruction of the front steps, railing and decking of the porch and repair and reconstruction of the upper balcony of the Adams House Museum; and

WHEREAS, CITY has accepted the bid from CONOVER, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONOVER shall remove and replace stair treads with 1½ inch Douglas fir treads, replace all riser boards with 1x6 D-Select pine; and replace all ¾ inch cove molding around risers and post of the front porch;
3. CONOVER shall replace lower short rail post and any weather damaged rail sections of the front porch;
4. CONOVER shall replace lower section of structural corner post section with 6x6 inch cedar; re-secure rails and fill or replace weather damaged areas of the front porch.
5. CONOVER shall replace top section of curved balcony rail; inspect and replace, if needed, any spindles and lower section of balcony rail system;

6. CONOVER will hire sub-contractor to prime and paint entire deck, replaced treads, risers, cove trim and touch up paint on all repairs;
7. CONOVER shall provide all signage and/or other markers to prevent injuries to persons or property near or entering the work area;
8. CONOVER shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions.
9. CONOVER 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;
10. CONOVER shall perform the work described herein in a qualified workmanlike manner.
11. CONOVER 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 CONOVER in connection with this agreement or services performed or materials provided pursuant to this contract;
12. All change orders, including, but not limited to repair of any hidden damage to the porch and/or balcony which may necessitate cost in excess of \$10,000, must be in writing and signed by all parties. Change orders shall only be valid with the signature of both CITY and CONOVER.
13. All work will be subject to a final inspection by the Deadwood Historic Preservation Officer and Public Works Director before acceptance;
14. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to CONOVER;
15. Upon completion of services described herein, CITY shall pay CONOVER in the sum of Seven Thousand One Hundred Ninety-three and 90/100s Dollars (\$7,193.90);
16. This Contract and rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the State of South Dakota.
17. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

[Signature page to follow]

Dated this ____ day of _____, 2015.

CITY OF DEADWOOD

By: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

MICHAEL CONOVER, CARPENTRY CONTRACTING

By: _____
Michael Conover

Its: _____

State of South Dakota)
) SS
County of _____)

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

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

(SEAL)

Notary Public
My Commission Expires: _____

9-21-LS
6 H

AGREEMENT BETWEEN
CITY OF DEADWOOD AND KAREN T. TAYLOR FOR
FACIAL RECONSTRUCTION

This AGREEMENT is made by and between the Deadwood Historic Preservation Commission, Deadwood, South Dakota a department of the City of Deadwood with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732 (hereinafter referred to as "CITY") and Karen T. Taylor, Facial Images, forensic artist, with her principal place of business located at 8102 Monona Ave., Austin, TX 78717-5330 (hereinafter referred to as "TAYLOR").

WHEREAS, TAYLOR has agreed to provide a two-dimensional facial reconstruction drawings (front and lateral) of the skeletal remains from 66 Taylor Ave., Deadwood, South Dakota; and

WHEREAS, TAYLOR shall consult with other forensic specialists hired by CITY in regards to this project; and

WHEREAS, CITY has agreed to compensate TAYLOR for her services in the total sum of One Thousand Two Hundred Fifty Dollars (\$1,250.00); and

WHEREAS, the CITY has accepted the proposal from TAYLOR 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. TAYLOR shall consult with Deadwood Historic Office regarding the details of skeletal recovery and related topics;
3. TAYLOR shall consult with Dr. Diane France, forensic anthropologist, regarding morphological traits of the skull and dentition;
4. TAYLOR shall consult with other specialists (dental, historical, archaeological or others) as needed for input on the project;

5. TAYLOR shall develop a two-dimensional facial reconstruction drawings (frontal and lateral) to reflect approximate appearance of individual in life;
6. TAYLOR shall consult with Lisa Sheppard, Dreamfly Creations for photography and Photoshop work;
7. TAYLOR shall provide her own office space, equipment and materials to meet the requirements of this agreement;
8. TAYLOR shall perform these services with reasonable diligence and expediency consistent with sound professional practices;
9. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
10. TAYLOR shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
11. TAYLOR 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 TAYLOR in connection with this agreement or services performed or materials provided pursuant to this contract;
12. CITY may terminate this contract for cause upon a five (5) day written notice. TAYLOR may terminate this contract for any reason upon thirty (30) day written notice;
13. TAYLOR may not subcontract any portion of this contract or any portion of the work;
14. In performance of this work hereunder, TAYLOR is an independent contractor and shall not be construed as creating a relationship of principal and agent, or employer and employee between CITY and TAYLOR;
15. TAYLOR shall not have any authority to hire any person on behalf of CITY or to charge any amounts to CITY;
16. TAYLOR shall be paid in an amount not to exceed One Thousand and Two Hundred Fifty and no/100ths dollars (\$1,250.00) for work completed

unless change orders are agreed upon in writing by the CITY and TAYLOR;

17. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota; and
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 Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2015.

KAREN T. TAYLOR, FACIAL IMAGES
INDEPENDENT CONTRACTOR

State of _____)
County of _____) SS

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared KAREN T. TAYLOR, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

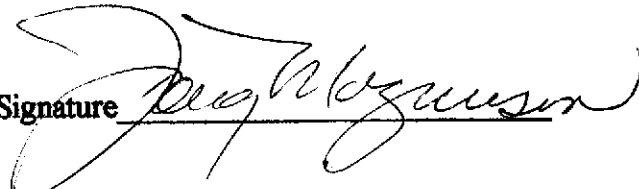
IN WITNESS WHEREOF, I have set my hand and official seal.

(SEAL)

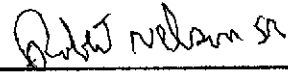
Notary Public
My Commission Expires: _____

9-21-15
65

DUG MAGNUSON Resign my position as Trolley Driver Effective 9-21-2015

Signature 

I Robert Nelson SR. Accept with deep regret and appreciation for the time and dedication you have given to this position.

Signature 

CITY OF
DEADWOOD
PUBLIC WORKS DEPARTMENT

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

9-21-15
6L

September 21, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Snow Plow and Tommy Gate for Parks Truck

SUMMARY

Recently the Commission approved the purchase of a new pick-up for the Parks Dept. Budgeted money for this item was \$35,000.00. We need to get a snow plow and a tommy gate for this pick-up as well. Total costs for the pick-up and these two accessories will come to \$34,233.40.

RECOMMENDATION

It is my recommendation that you give permission to purchase:

- A new snow plow from Western Products for \$5,479.40 and
- A new tommy gate from Northern Truck Equipment Corp. for \$3,226.00

The total cost for our new Parks Dept. truck will be slightly less than the budgeted amount

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

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

9-21-15
LM

September 21, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Brick Work at the Deadwood Recreation Center

SUMMARY

Two of the brick pilasters near the entrance to the Rec Center are in need of some work. One is about to fall away from the building and the other, which had some work completed at some time in the past once again needs attention. These conditions have created a safety issue and we currently have the danger area barricaded off.

RECOMMENDATION

It is my recommendation that you allow the Mayor to sign a contract with West River Masonry for \$4,280.00 to perform the required remediation work.

9-21-15
7A

NOTICE TO BIDDERS


The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, until 2:00 p.m., MT, on September 21, 2015, to complete the "**Mickelson Trail Drainage Improvements Project**" for the City of Deadwood. Bids will be publicly opened at 2:00 p.m., on September 21, 2015 with results presented to the City Commission at the Commission meeting scheduled for September 21, 2015.

Plans and specifications for the project may be obtained electronically, by mail or directly from the Planning, Zoning and Historic Preservation Office at 108 Sherman Street, Deadwood, South Dakota, 57732 or obtained from the Construction Industry Center in Rapid City, 2771 Plant Street. Contact Mr. Ron Green, Public Works Director, at 605.578.3082 with any questions or comments.

Bid security will be required in the form of a cashier's check or certified check in the amount equal to five percent (5%) of the total bid submitted, in the form of a bid bond of not less than ten percent (10%) of the total bid submitted, made payable to the City of Deadwood. A performance bond will be required of the successful bidder.

Bids must be submitted in a sealed envelope clearly marked "**Mickelson Trail Drainage Improvements Project**". Bids may be mailed or delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood reserves the right to reject any and all bids.

Dated this 8th day of September, 2015.



Mary Jo Nelson
Finance Officer
City of Deadwood

Publish BH Pioneer: September 10 and 17, 2015.

9-21-15
7B

REQUEST FOR QUALIFICATIONS

The City of Deadwood, South Dakota is pre-qualifying firms for a design-build project for the **Gordon Park All-Inclusive Play System**. The contracting firm shall provide design and install new equipment in an area no larger than 70' X 50' in Gordon Park located on Sherman Street in Deadwood.

The City intends to use the Best Value Selection and Award for Design-Build Services procedure. The budget for the design-build project is \$100,000. Project completion date is November 1, 2015.


Contractors desiring to submit proposals on the design-build project shall submit a Statement of Qualifications and information required in this Request for Qualifications (RFQ). Pre-Qualification packets are available at the Public Works Office, 67 Dunlop Avenue. The RFQ shall be submitted in a sealed envelope to the Public Works Office by 11:00 a.m. on August 24, 2015.

The City of Deadwood plans to select and pre-qualify the most qualified contractors to proceed with the design-build process pursuant to South Dakota Codified Laws.

Final selection of the Pre-Qualified Contractor will be made based on the information provided in the RFQ. The City of Deadwood reserves the right to accept or reject any or all proposals and/or waive any irregularities therein.

Dated this the 20th day of July, 2015.

CITY OF DEADWOOD

BY: 

Mary Jo Nelson
Finance Officer

Publish B.H. Pioneer: July 23 and 29, 2015

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
DAKOTA FENCE COMPANY

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 FENCE COMPANY, with its principal place of business located at P.O. Box 62, Bismarck, North Dakota 58502, hereinafter referred to as "DAKOTA FENCE;"

WHEREAS, DAKOTA FENCE; has agreed to perform specific tasks concerning the design and installation of an all-inclusive play system for the playground located at Gordon Park, 67 Dunlop Ave., Deadwood, for a total sum not to exceed One Hundred Thousand and no/100ths dollars (\$100,000.00); and

WHEREAS, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which DAKOTA FENCE shall perform the services concerning the Gordon Park playground; and

WHEREAS, the CITY has accepted the proposal from DAKOTA FENCE 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 FENCE shall remove 6 inches of existing surface material;
3. DAKOTA FENCE shall install 2,200 square fee of new base material and poured in-place surfacing, having a 50/50 mix of color and black speckles and including a Aliphatic binder;
4. DAKOTA FENCE shall install 225 square feet of base material and artificial grass in the location of the benches and trash receptacles;
5. DAKOTA FENCE shall install the following landscape structures: Smart Play Motion Structure, Cozy Dome Climber, We-Saw multiple user see-saw, two

saddle spinners, Omni Spin, Double Bobble Rider and Motorcycle Rider.

6. DAKOTA FENCE shall perform these services with reasonable diligence and expediency consistent with sound professional practices.
7. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
8. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
9. DAKOTA FENCE 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;
10. DAKOTA FENCE 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 FENCE in connection with this agreement or services performed or materials provided pursuant to this contract;
11. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to DAKOTA FENCE;
12. DAKOTA FENCE shall be paid in an amount not to exceed One Hundred Thousand and no/100ths dollars (\$100,000.00) for work completed unless change orders are agreed upon in writing by the CITY and DAKOTA FENCE;
13. 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

ATTEST:

By: _____
Charles M. Turbiville, Mayor

Mary Jo Nelson

City Finance Officer

DAKOTA FENCE COMPANY

By: _____

Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2015, before me, the undersigned officer,
personally appeared _____, known to me to be the
_____ of DAKOTA FENCE COMPANY 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: _____

9-21-15
8A

**NOTICE OF HEARING UPON APPLICATION
FOR RETAIL (ON-OFF SALE) MALT BEVERAGE AND RETAIL (ON-OFF SALE)
WINE LICENSE**

Notice is hereby given that the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting in the Deadwood City Commission Room, 102 Sherman Street, Deadwood, South Dakota, on September 21, 2015 at 5:00 p.m. or as soon thereafter as the matter may be heard will consider the following application for license to sell Malt Beverages inside the Municipality.

Retail (on-off sale) Malt Beverage

Notice of transfer for Schade Winery/Dakota's Best Wine & Gifts (RB-21478), 5' Lot 12 and All Lot 13 Block 21 Original Town, Deadwood, SD at 696 Main Street.

Retail (on-off sale) Wine

Notice of transfer for Schade Winery/Dakota's Best Wine & Gifts (RB-21479), 5' Lot 12 and All Lot 13 Block 21 Original Town, Deadwood, SD at 696 Main Street.

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

Dated this 8th day of September, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: September 10, 2015

For any public notice that is published one time:

Published once at the approximate cost of _____.

9-21-15

8B

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:

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

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	<u>\$ 16,108.00</u>
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 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

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.

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

9-21-15
8C

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

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

Butch Cassidy Suites	57 Sherman Street
Cadillac Jack's	360 Main Street
Cedarwood Inn	103 Charles Street
Celebrity Hotel	625 Main Street
Comfort Inn/Gulches of Fun	225 Cliff Street
Deadwood Dicks Suites	51 Sherman Street
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.

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.

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

9-21-15
10A

**ORDINANCE NUMBER 1227
SUPPLEMENTAL BUDGET APPROPRIATION #3 FOR 2015**

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

FUND 0101 GENERAL FUND : Election \$2,213.00, Computer \$12,645.00 for software expenses associated with Building Inspector and licensing budgeted in 2014 and spent in 2015, Building Inspector \$1,500.00 for travel expense, \$77,910.00 for Fire Hall roof repairs.

Source of Revenue: Unexpended cash and insurance proceeds0.

FUND 0214 BID DISTRICT 7 \$93,444.00 balance of commitment to Tennnxtkota.

Source of Revenue: Unexpended cash.

FUND 0216 REVOLVING LOAN FUND : Loan write-offs \$37,539.20

Source of Revenue: Unexpended cash.

FUND 0602 WATER FUND: Capital Improvement, Highway 85/385 \$330,000.00.

Source of Revenue: Unexpended cash.

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

CITY OF DEADWOOD

Charles M. Turbiville, Mayor

ATTEST: Mary Jo Nelson, Finance Officer

First Reading: September 8, 2015
Second Reading: September 21, 2015
Published: September 24, 2015
Effective: September 24, 2015

CITY OF DEADWOOD ORDINANCE NUMBER 1228

[illegible]

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, SOUTH DAKOTA

Section 1. That the following sums of money are appropriated and taxes levied upon all taxable property within the City of Deadwood for the purposes of providing funds to meet all lawful expenses and liabilities for the fiscal year ending December 31, 2016

	General Fund	Library Fund	Bed and Booze	Bus Imp Dist.	Bus Imp Dist 7	Hist. Pres. Fund	Revolving Loan Fund	St. Ambrose	Visitor's Center	Debt S.		Debt Serv. First Gold	Debt Serv. Dwd Stage
										Lodge-Dwd	Optima LLC		
	101	206	209	213	214	215	216	544	564	561	721	724	725
410 GENERAL GOVT													
411.1 Legislative	327,379												
413.1 Elections	1,200												
414.1 Attorney	50,000												
414.2 Finance	321,528												
419.2 Public Buildings	787,598												
419.3 Data Processing	40,000								6,000,000				
420 PUBLIC SAFETY													
421.0 Police	1,047,362												
422.1 Fire	253,800												
423.2 Bldg Inspection/Planning	76,637												
430 PUBLIC WORKS													
431.0 Streets	837,250												
432.0 Waste Disp.	92,375												
433.0 Water										87,735			
436.0 Parking/Transportation													
437.0 Cemetery	10,500							400,000					
451.0 Recreation Center	-		297,554										
441.2 Animal Control	7,000												
450 CULTURE/RECREATION													
452.0 Parks	632,288												
455.0 Library		136,261											
457.1 Historic Pres.-Dept						334,391							
457.2 Historic Pres.-Visitor Mgmt						816,000							
457.3 Historic Pres-Interpret/Information						614,650							
457.5 Historic Pres-Grant/Loan Funds						766,500							
457.6 Historic Pres-Profess. Services						183,500							
457.7 Historic Pres.-Buildings						1,060,000							
460 DEVELOPMENT													
463.0 Business Improvem. Dist.				604,485	500,000								
464.0 Planning/Zoning	105,028												
465.1 Dwd Improvement							169,225						
465.3 City Promotion			306,193										
470 DEBT REDUCTION													
470 Debt Reduction	326,800					2,887,800							
Budgeted for Operation and Debt Service	4,916,745	136,261	603,747	604,485	500,000	6,662,841	169,225	400,000	6,000,000	442,250	134,000	88,964	52,000
510 FINANCING USES													
511 Operating Transfer Out	3,047,010		125,000			5,075,170							
	7,963,755	136,261	728,747	604,485	500,000	11,738,011	169,225	400,000	6,000,000	442,250	134,000	88,964	52,000

9-21-15
10B

ORDINANCE NUMBER 1228																	
2016 APPROPRIATION ORDINANCE																	
Section 2.	General 101	Library 206	Bed and Booze		Bus Imp		Hist. Pres.	Revolving		St. Ambrose	Visitor Center	Rubble		Debt Serv. Lodge-Dwd	Debt S. Optima LLC	Debt Serv. First Gold TII	Stage Run 725
			209	73,747	Dist. 213	60,190		Dist 7 214	215			Loan 216	544				
Undesignated Fund Balance	2,974,327	-					4,654,011	108,225				36,735					
310 Taxes	3,225,582																
320 License/Permits	106,150		575,000	544,295	500,000								442,250	134,000			
330 Intergovernmental Services	122,500	91,801					7,084,000										
340 Charges for Goods/Service	30,800	-	80,000														
350 Fines/Forfeitures		200															
360 Miscellaneous Revenue	48,040	2,250	-		-		-	61,000								88,964	52,000
380 Operating Revenue	84,000																
390 Other Sources-Transfers	1,372,356	42,010															
Total Means of Finance	7,963,755	136,261	728,747	604,485	500,000	11,738,011		169,225	400,000	6,000,000	87,735	442,250	134,000	88,964	52,000		
Section 3 and 4.																	
The Finance Officer is directed to certify the following dollar amount of tax levies made in this Ordinance to the County Auditor: General Fund \$1,018,682.00 for general purposes.																	
No interest and debt service fund will be paid from the tax levy.																	
CITY OF DEADWOOD																	
ATTEST																	

**CITY OF DEADWOOD
INCLUDED IN 2016 BUDGET**

GENERAL FUND

Cash Designated for Fire Truck Replacement	101	4221 Fire Dept	\$	45,000.00
Mobile Cascade System	101	4221 Fire Dept	\$	50,000.00
Street projects	101	4310 Streets	\$	200,000.00
overlay on portion of Madison Street, McGovern Hill, portion of Crescent, panel replacements on Main Street, Denver and Centennial				
Vehicle replacement rotation	101	4210 Police	\$	39,000.00
CIP Mickelson Trail Connector	101	4520 Parks	\$	75,000.00
CIP Visitor Center 50/50 Match with Historic Pres.		cash transfer	\$	3,000,000.00
Ballfield improvement-Concessions	101	4520 Parks	\$	45,000.00
Whitewood Creek Cleanup-Stabilization	101	4520 Parks	\$	100,000.00
			\$	3,554,000.00

HISTORIC PRESERVATION

CIP Wayfinding	215	4577 Capital Assets	\$	100,000.00
CIP Highway 85 & So. Deadwood Gateway	215	4577 Capital Assets	\$	300,000.00
CIP St Ambrose	215	4577 Capital Assets	\$	400,000.00
CIP City Retaining Walls	215	4577 Capital Assets	\$	300,000.00
CIP Move Rodeo Grounds entrance	215	4577 Capital Assets	\$	35,000.00
CIP Connector Trail-50% Match with Gen	215	4577 Capital Assets	\$	75,000.00
CIP Visitor Center 50/50 Match with General Fund		cash transfer	\$	3,000,000.00
CIP Gateway Sign Enhancement and Landscaping	215	4577 Capital Assets	\$	75,000.00
			\$	4,285,000.00

WATER FUND

CIP Hiway 85 DOT Project	602	4330 Water	\$	500,000.00
Valve replacement	602	4330 Water	\$	50,000.00
			\$	550,000.00

DEBT

<u>Principal and Interest Payments Excluding TIFs</u>	<u>Princ/Interest</u>	<u>Balance on 12-31-16</u>
Rec Center-Gen Sales Tax Bond	\$ 326,200.00	\$ 2,720,000.00
COP-Historic Preservation	\$ 2,877,800.00	\$ 11,165,000.00
Parking Ramp Revenue Bond	\$ 426,160.00	\$ 675,000.00
	\$ 3,630,160.00	\$ 14,560,000.00

CITY OF DEADWOOD
2016 BUDGET AS COMPARED TO 2015 BUDGET
SUMMARY OF BUDGETED REVENUES AND EXPENDITURES BY FUND

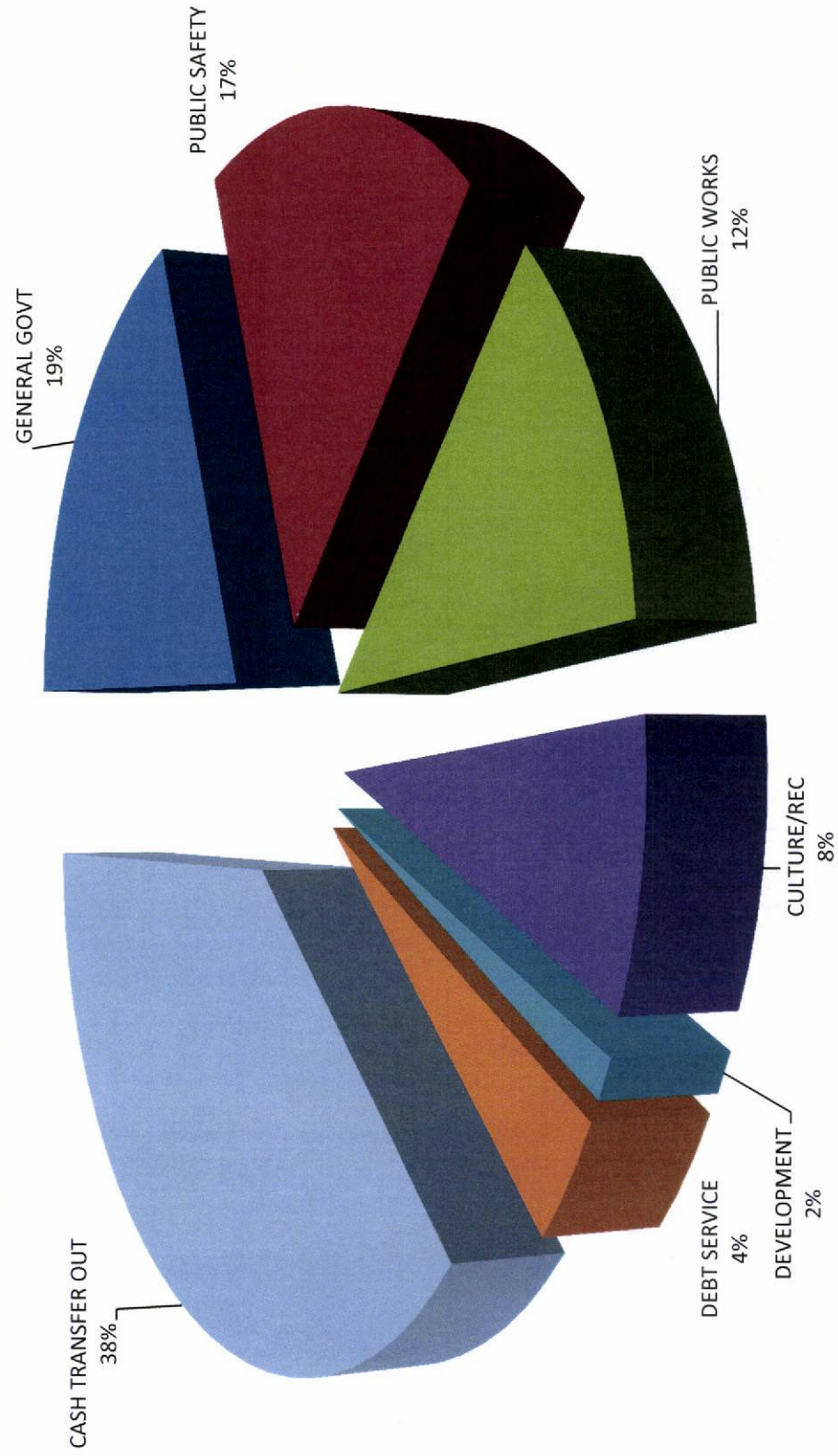
	2016	2015	% Inc. or (Dec.)
BUDGET ORDINANCE ALL FUNDS	\$ 31,717,932.00	\$ 20,598,929.00	
Breakdown of Revenues, Expenses and Transfers by Fund			
GENERAL FUND	2016	2015	
Revenue	\$ 3,617,072.00	\$ 3,311,175.00	9.2%
Expenditures	\$ (4,871,745.00)	\$ (5,754,629.00)	-15.3%
Designate portion of cash for fire truck	\$ (45,000.00)	\$ (80,000.00)	-43.8%
Transfer from HP for Impact	\$ 1,322,356.00	\$ 1,322,356.00	
Transfer from Bed Booze for Utilities at Rec Center	\$ 50,000.00	\$ 35,000.00	42.9%
Transfer cash to Capital Projects Fund-Visitor Center	\$ (3,000,000.00)	\$ -	
Transfer cash to Library and Rubble Site	\$ (47,010.00)	\$ (46,102.00)	2.0%
Expenses over Revenues-use reserve	\$ (2,974,327.00)	\$ (1,212,200.00)	145.4%
LIBRARY FUND			
Revenue	\$ 94,251.00	\$ 94,201.00	0.1%
Expenditures	\$ (136,261.00)	\$ (133,245.00)	2.3%
Transfer cash from General to Library	\$ 42,010.00	\$ 41,002.00	2.5%
	\$ -	\$ 1,958.00	
BED AND BOOZE			
Revenue	\$ 655,000.00	\$ 648,000.00	1.1%
Rec Center	\$ (297,554.00)	\$ (319,699.00)	-6.9%
Chamber	\$ (180,000.00)	\$ (180,000.00)	0.0%
Outside agencies	\$ (126,193.00)	\$ (133,943.00)	-5.8%
Transfer cash to Parking/Transportation for shortfall	\$ (75,000.00)	\$ -	
Transfer cash to General fund for utilities	\$ (50,000.00)	\$ (35,000.00)	42.9%
Expenses over Revenues-use reserve	\$ (73,747.00)	\$ (20,642.00)	257.3%
BUSINESS IMPROVEMENT DISTRICTS			
BID 1-6			
Revenue from Devices and projected unspent cash 2014	\$ 544,295.00	\$ 565,248.00	-3.7%
Marketing/Admin and Legal	\$ (604,485.00)	\$ (625,248.00)	-3.3%
Expenses over revenues-use reserve	\$ (60,190.00)	\$ (60,000.00)	0.3%
BID 7			
Revenue	\$ 500,000.00	\$ 425,000.00	17.6%
Expenses	\$ (500,000.00)	\$ (425,000.00)	17.6%
	\$ -	\$ -	
HISTORIC PRESERVATION			
Revenue	\$ 7,084,000.00	\$ 7,000,000.00	1.2%
Operating Expenses and Debt Service	\$ (6,662,841.00)	\$ (7,010,272.00)	-5.0%
Transfer cash to St. Ambrose/Trolley/Visitor Cntr	\$ (3,592,000.00)	\$ (517,000.00)	594.8%
Transfer cash to General Fund-Water Fund	\$ (1,483,170.00)	\$ (1,483,170.00)	0.0%
Expenses over revenues-use reserve	\$ (4,654,011.00)	\$ (2,010,442.00)	131.5%
REVOLVING FUND			
Revenues	\$ 61,000.00	\$ 63,000.00	-3.2%
Expenditures	\$ (169,225.00)	\$ (130,000.00)	30.2%
Expenses over Revenues-use reserve	\$ (108,225.00)	\$ (67,000.00)	61.5%
CAPITAL PROJECTS FUNDS			
ST. AMBROSE FUND			
Transfer from Historic Preservation	\$ 400,000.00	\$ 400,000.00	0.0%
Expenditures	\$ (400,000.00)	\$ (400,000.00)	0.0%
LOWER MAIN VISITOR CENTER			
Transfer cash from Historic Preservation	\$ 3,000,000.00	\$ -	
Transfer cash from General Fund	\$ 3,000,000.00	\$ -	
Expenditures	\$ (6,000,000.00)	\$ -	

WATER FUND			
Revenues	\$ 633,360.00	\$ 603,200.00	5.0%
Expenditures	\$ (1,256,187.00)	\$ (946,156.00)	32.8%
Transfer cash from Historic Pres.	\$ 160,814.00	\$ 160,814.00	0.0%
Expenses over revenues-use reserve	\$ (462,013.00)	\$ (182,142.00)	153.7%
SEWER FUND			
Revenues	\$ 32,000.00	\$ 32,000.00	0.0%
Expenditures-undetermined--DOT Project	\$ (32,000.00)	\$ -	-100.0%
Revenues over expenditures	\$ -	\$ 32,000.00	-100.0%
MT MORIAH FUND			
Revenues	\$ 95,250.00	\$ 100,250.00	-5.0%
Expenditures	\$ (60,279.00)	\$ (61,033.00)	-1.2%
Revenues over expenditures	\$ 34,971.00	\$ 39,217.00	-10.8%
PARKING/TRANSPORTATION			
Revenues from Meters and Leases	\$ 192,500.00	\$ 206,000.00	-6.6%
Trolley Revenue	\$ 190,760.00	\$ 175,800.00	8.5%
Expenditures-parking	\$ (279,397.00)	\$ (547,387.00)	-49.0%
Expenditures-trolley	\$ (430,045.00)	\$ (436,764.00)	-1.5%
Transfer cash from Bed and Booze-Sales Tax	\$ 75,000.00	\$ -	0.0%
Transfer cash from Historic Pres.-Trolley reserve	\$ 25,000.00	\$ 25,000.00	0.0%
Transfer cash from Historic Preservation	\$ 167,000.00	\$ 92,000.00	81.5%
Expenditures over revenues-use reserve	\$ (59,182.00)	\$ (485,351.00)	-87.8%
PARKING RAMP			
Revenues	\$ 436,000.00	\$ 440,207.00	-1.0%
Expenditures	\$ (614,591.00)	\$ (643,889.00)	-4.6%
Expenditures over revenues-use reserve	\$ (178,591.00)	\$ (203,682.00)	-12.3%
RUBBLE SITE			
Revenues	\$ 46,000.00	\$ 44,500.00	3.4%
Expenditures	\$ (87,735.00)	\$ (52,261.00)	67.9%
Transfer cash from General Fund	\$ 5,000.00	\$ 5,000.00	0.0%
Expenses over revenues-use reserve	\$ (36,735.00)	\$ (2,761.00)	1230.5%
TIF-FIRST GOLD			
Revenue from property tax	\$ 88,964.00	\$ 89,000.00	0.0%
Expenditures to lender	\$ (88,964.00)	\$ (89,000.00)	0.0%
TIF-STAGE RUN			
Revenue from property tax	\$ 52,000.00	\$ 40,146.00	29.5%
Expenditures to lender	\$ (52,000.00)	\$ (40,146.00)	29.5%
TIF-OPTIMA LLC			
Revenue from property tax	\$ 134,000.00	\$ 30,403.00	340.7%
Expenditures to lender	\$ (134,000.00)	\$ (30,403.00)	340.7%
TIF-LODGE AT DEADWOOD			
Revenue from property tax	\$ 442,250.00	\$ 441,582.00	0.2%
Expenditures to lender	\$ (442,250.00)	\$ (441,582.00)	0.2%

NON-PROFITS FUNDED BY BED-BOOZE FUND

BH Council of Local Governments	\$	1,565.00
Boys and Girls Club-Lead	\$	5,000.00
Campaign for Home Ownership	\$	1,000.00
CASA	\$	5,000.00
Christmas Lights-city project	\$	5,000.00
Circus-Shriners	\$	3,500.00
Dakota State-CETUP-Physicists	\$	5,000.00
Days of 76	\$	5,000.00
Deadwood Business Club	\$	12,000.00
Deadwood Chamber	\$	180,000.00
Deadwood Lead Economic Developm.	\$	48,000.00
Fireworks	\$	5,000.00
Good Shepherd Clinic	\$	1,000.00
Lord's Cupboard	\$	2,500.00
Northern Hills Alliance for Children	\$	5,000.00
Northern Hills Recreation Assoc.	\$	10,000.00
Prairie Hills Transit	\$	5,000.00
SDML	\$	1,128.00
Teen Court	\$	4,500.00
Victims of Violence	\$	1,000.00
	\$	<u>306,193.00</u>

City of Deadwood
2016 Budgeted General Fund Expenditures
of \$7,963,755 by
Function



9-21-15
10C

ORDINANCE # 1229
AN ORDINANCE AMENDING CHAPTER 8.12 NOISE

WHEREAS, the Deadwood City Commission desires to amend Chapter 8.12 to add changes to the rules for noise within the City of Deadwood, now therefore

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 8.12 be amended to read as follows:

8.12.010 Purpose and Intent.

This chapter is enacted to protect, preserve and promote the health, safety, welfare, peace, quiet and tranquility for the citizens of the city and persons or visitors frequenting the city through the reduction, control and prevention of noise which is disruptive and constitutes an annoyance to such citizens and persons. The city commission acknowledges and recognizes that the legalization of limited gaming within the city which began on November 1, 1989, has created a new gaming industry which now dominates the business community of the city. This industry has also greatly increased the number of visitors and tourists visiting the city and greatly increased both vehicle traffic and pedestrian traffic and general noise level on the streets and sidewalks of the city. This industry is also very competitive and gaming businesses have sought to increase business or traffic to their gaming establishments by the use of sound amplifying equipment which disrupts and annoys citizens and visitors. The city commission also specifically acknowledges and recognizes the topography of the city and that businesses and gaming establishments are located primarily along the streets and highways which travel through the bottom of the valley or gulch of the city and that sounds and noise rising from such highways and streets is easily heard and echoes above such streets and alleys to the hillsides where most of the citizens of the city reside. It is the intent of this chapter to establish regulations and controls which will allow the use of sound amplification equipment which existed prior to the beginning of legalized limited gaming within the city and to reduce unreasonably loud, raucous, annoying and disruptive noise which is harmful and detrimental to individuals and the community in general in the enjoyment of life, privacy, property and conduct of business.

8.12.020 Definitions and Standards.

A. All terminology used in this chapter and not defined in this section shall be in conformance with applicable American National Standards Institute publications, including but not limited to S1. 1-1960, R 1971, or those from its successor publications or bodies. For the purposes of this chapter, certain words and phrases used in this chapter are defined as follows:

- (1) *A-weighted sound pressure level* means the sound pressure level as measured with a sound level meter using the A-weighting network. The standard notation is dB(A) or dBA.
- (2) *Ambient sound pressure level* means the sound pressure level of the all-encompassing noise associated with a given environment, usually a composite of sounds from many sources. It is also the A-weighted sound pressure level

exceeded 90 percent of the time based on a measurement period which shall not be less than ten minutes.

(3) *Continuous sound* means any sound which exists, essentially without interruption, for a period of ten minutes or more.

(4) *Cyclically varying noise* means any sound which varies in sound level such that the same level is obtained repetitively at reasonably uniform intervals of time.

(5) *Decibel* means a logarithmic and dimensionless unit of measure often used in describing the amplitude of sound. Decibel is denoted as "dB."

(6) *Device* means any mechanism which is intended to produce, or which actually produces, noise when operated or handled.

(7) *Dynamic braking device* (commonly referred to as Jacobs Brake) means a device used primarily on trucks for the conversion of the engine from an internal combustion engine to an air compressor for the purpose of braking without the use of wheel brakes.

(8) *Emergency vehicle* means a motor vehicle used in response to any emergency or to protect persons or property from imminent exposure to danger.

(9) *Emergency work* means work made necessary to restore property to a safe condition following a public calamity, or work required to protect persons or property from an imminent exposure to danger.

(10) *Impulsive noise* means a noise containing excursions usually less than one second, or sound pressure level using the fast meter characteristic.

(11) *Motor vehicle* means any vehicle which is self-propelled by mechanical power, including but not limited to passenger cars, trucks, truck-trailers, semitrailers, campers, helicopters, motorcycles, minibikes, go-carts, snowmobiles, drones and racing vehicles.

(12) *Muffler* means an apparatus consisting of a series of chambers or baffle plates designed for the purpose of transmitting gases while reducing sound emanating from such apparatus.

(13) *Noise* means any sound which is unwanted or which causes or tends to cause an adverse psychological or physiological effect on human beings.

(14) *Noise disturbance* means any sound which annoys or disturbs reasonable persons with normal sensitivities, or which injures or endangers the comfort, repose, health, hearing, peace and safety of other persons.

(15) *Percentile sound pressure level* means either of the following:

a. *Tenth percentile noise level* means the A-weighted sound pressure level that is exceeded ten percent of the time in any measurement period (such as the level that is exceeded for one minute in a ten-minute period) and is denoted L_{10} .

b. *Ninetieth percentile noise level* means the A-weighted sound pressure level that is exceeded 90 percent of the time in any measurement period (such as the level that is exceeded for nine minutes in a ten-minute period) and is denoted L_{90} .

(16) *Person* means any human being, firm, association, organization, partnership, business, trust, corporation, company, contractor, supplier, installer, user, owner or operator, including any municipal corporation or its officers or employees.

(17) *Plainly audible noise* means any noise for which the information content of that noise is unambiguously transferred to the listener, such as but not limited to understanding of spoken speech, comprehension of whether a voice is raised or normal, or comprehension of musical rhythms.

(18) *Property boundary* means any imaginary line exterior to any enclosed structure, at the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person.

(19) *Public right-of-way* means any street, avenue, boulevard, highway, or alley or similar place which is owned or controlled by a public governmental entity.

(20) *Pure tone* means any sound which can be distinctly heard as a single pitch or a set of single pitches. For the purposes of measurement, a pure tone shall exist if the one-third octave band sound pressure level in the band when the tone exceeds the arithmetic average of the sound levels of the two contiguous one-third octave bands by five dB for frequencies of 500 Hz and above, by eight dB for frequencies between 160 and 400 Hz, and by 15 dB for frequencies less than or equal to 125 Hz.

(21) *Receiving land use category* means the principal use of the receiving property regardless of the zoning use established by city zoning ordinances.

(22) *Repetitive impulsive noise* means any noise which is composed of impulsive noises that are repeated at sufficiently slow rates such that a sound level meter set at fast meter characteristic will show changes in sound pressure level greater than ten dB(A).

(23) *Sound* means a temporal and spatial oscillation in pressure, or other physical quantity, in a medium with interval forces that causes compression and rarefaction of that medium, and which propagates at finite speed to distant points.

(24) *Sound level meter* means an instrument, including a microphone, amplifier, RMS detector and integrator, time averager, output meter and/or visual display and weighting networks, that is sensitive to pressure fluctuations. The instrument reads sound pressure level when properly calibrated and is of type 2 or better as specified in American National Standards Institute publication S1. 4-1971 or its successor publication.

(25) *Sound pressure* means the instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space due to sound.

(26) *Sound pressure level* means 20 times the logarithm to the base ten of the ratio of the RMS sound pressure to the reference pressure, which shall be 20 micropascals, denoted LP or SPL.

(27) *Stationary noise source* means any device, fixed or movable, which is located or used on property other than a public right-of-way.

(28) *Steady noise* means a sound pressure level which remains essentially constant during the period of observation, i.e., does not vary more than six dB(A) when measured with the slow meter characteristic of a sound level meter.

(29) *Use district* means those districts established by the city zoning ordinance.

8.12.030 Noises Prohibited.

A. *General prohibitions.* In addition to the specific prohibitions outlined in subsection B. of this section and sections 8.12.040 and 8.12.090 of this chapter, it shall be unlawful for any person to make, continue, or cause to be made or continued any noise disturbance within the limits of the city.

B. *Specific prohibitions.* The following acts are declared to be in violation of this chapter:

(1) *Horns and signaling devices.* Sounding of any horn or signaling device on any truck, automobile, motorcycle, emergency vehicle or other vehicle on any street or public place within the city therein except as a danger warning signal or the sounding of any such signaling device for an unnecessary and unreasonable period of time.

(2) *Radios, television sets, musical instruments and similar devices.*

a. Using, operating or permitting the use or operation of any radio receiving set, musical instrument, television, phonograph, drum or other machine or device for the production or reproduction of sound, except as provided for in subsection (b)(3) of this section, in such a manner as to violate section 8.12.040 or cause a noise disturbance.

b. The operating of any such device between the hours of 10:00 p.m. and 7:00 a.m. the following day in such a manner as to be plainly audible at the property boundary of the source or plainly audible at 50 feet from such device when operated within a vehicle parked on a public right-of-way or plainly audible at 100 feet from such device when operated within a moving vehicle.

(3) *Public loudspeakers.* Using or operating a loudspeaker or sound amplifying equipment in a fixed or movable position or mounted upon any sound vehicle in or upon any street, alley, sidewalk, park, place, or public property for the purpose of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmitting music to any persons or assemblages of persons in such a manner as to violate section 8.12.040 or cause a noise disturbance unless a permit as provided by section 8.12.080 is first obtained.

(4) *Hawkers and peddlers.* Selling anything by outcry within any area of the city therein zoned primarily for residential uses in such a manner as to violate section 8.12.040 or cause a noise disturbance. The provisions of this subsection shall not be construed to prohibit the selling by outcry of merchandise, food, and beverages at licensed sporting events, parades, fairs, circuses, and other similar licensed public entertainment events, or occasional sale of property by public auction.

(5) *Loading operation.* Loading, unloading, opening or otherwise handling boxes, crates, containers, garbage containers or other objects between the hours of 10:00 p.m. and 6:00 a.m. the following day in such a manner as to violate section 8.12.040 or cause a noise disturbance.

(6) *Construction work.* Operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys, or appurtenances thereto in:

a. Residential or commercial land use districts between the hours of 10:00 p.m. and 6:00 a.m. the following day.

b. Any land use districts where such operation exceeds the sound level limits for an industrial land use as set forth in section 8.12.040.

(7) *Domestic power equipment.* Operating or permitting to be operated any power equipment rated five horsepower or less used for home or building repair or grounds maintenance, including, but not limited to a power saw, sander, lawn mower, or garden equipment, in residential or commercial zones:

a. Outdoors between the hours of 10:00 p.m. and 6:00 a.m. the following day.

b. Any such power equipment which emits a sound pressure level in excess of 74 dB(A) measured at a distance of 50 feet (15 meters).

(8) *Commercial power equipment.* Operating or permitting to be operated any power equipment, except construction equipment used for construction activities, rated more than five horsepower, including but not limited to chain saws, pavement breakers, log chippers, or powered hand tools in:

- a. Residential or commercial land use districts between the hours of 10:00 p.m. and 6:00 a.m. the following day.
- b. Any land use district if such equipment emits a sound pressure level in excess of 82 dB(A) measured at a distance of 50 feet (15 meters).

~~(9) —Enclosed places of public entertainment. Operating or permitting to be operated in any place of public entertainment any loudspeaker or other source of sound which produces, at a point that is normally occupied by a customer, maximum sound pressure levels of 100 dB(A) as read with the slow response on a sound level meter, unless a conspicuous and legible sign at least 225 square inches in area is posted near each public entrance stating: "WARNING: SOUND LEVELS MAY CAUSE HEARING IMPAIRMENT." This subsection shall not be construed to allow the operation of any loudspeaker or other source of sound in such a manner as to violate section 8.12.040 of this chapter.~~

(10) *Fireworks or explosives.* The use of explosives or fireworks, or the firing of guns or other explosive devices so as to be audible across a property boundary or on a public space or right-of-way, without first obtaining a permit as provided by section 8.12.080. This subsection shall not be construed to permit conduct prohibited by other statutes, ordinances or regulations governing such activity.

(11) *Racing events.* Permitting any motor vehicle racing event at any place in such a manner as to violate section 8.12.040 or cause a noise disturbance, without first obtaining a permit as provided by section 8.12.080.

(12) *Powered model mechanical devices.* The flying of a model aircraft powered by internal combustion engines, whether tethered or not, or the firing or operating of model rocket vehicles or other similar noise-producing devices, between the hours of 10:00 p.m. and 6:00 a.m. the following day; or in such a manner as to violate section 8.12.040 or cause a noise disturbance.

(13) *Dynamic braking devices.* Operating any motor vehicle with a dynamic braking device engaged except for the aversion of imminent danger.

(14) *Defect in vehicle.* Operating or permitting to be operated or used any truck, automobile, motorcycle, or other motor vehicle which, by virtue of disrepair or manner of operation, violates section 8.12.040 or causes a noise disturbance.

~~(15) —Refuse compacting vehicles. The operating or causing or permitting to be operated or used any refuse compacting vehicle which creates a sound pressure level in excess of 74 dB(A) at 50 feet (15 meters) from the vehicle.~~

(16) *Standing motor vehicles.* The operating or causing or permitting to be operated any motor vehicle or any auxiliary equipment attached thereto in such a manner as to violate section 8.12.040 or cause a noise disturbance for a consecutive period longer than 15 minutes during which such vehicle is stationary in a residential zone.

(17) *Noise sensitive zones.* Creating noise in excess of the standards as defined in section 8.12.40 within the vicinity of any school, hospital, institution of learning, court, or other designated area where exceptional quiet is necessary, while the school, hospital, institution, court or other area is in use.

(18) *Bells and alarms.* Sounding, operating or permitting to sound or operate an electronically amplified signal from any bell, chime or clock, including but not limited to bells, chimes or clocks in schools, houses of religious worship or governmental buildings, which fails to meet the standards set forth in section 8.12.040.

(19) *Fixed sirens, whistles and horns.* The sounding or causing the sounding of any whistle, horn or siren as a signal for commencing or suspending work, or for any other purpose except as a sound signal of imminent danger, in such a manner as to violate section 8.12.040 or cause a noise disturbance.

(20) *Recreational vehicles and snowmobiles.* Operating a recreational vehicle or snowmobile in a manner which violates section 8.12.040 or causes a noise disturbance.

8.12.040 Use District Noise Levels.

A. *Maximum permissible sound levels.* It shall be unlawful for any person to operate or permit to be operated any stationary source of sound in such a manner as to create a 90th percentile sound pressure level (L_{90}) of any measurement period (which shall not be less than ten minutes unless otherwise provided in this chapter) which exceeds the limits set forth for the following receiving land use districts when measured at the boundary or at any point within the property affected by the noise:

(1) Normal Sound

<i>Receiving Land Use Category</i>	<i>Time</i>		<i>Sound Level Limit db(A)</i>
Residential	6:00 a.m. to 10:30 p.m.		60
	10:30 p.m. to 6:00 a.m.		55
Noise sensitive zone	6:00 a.m. to 10:30 p.m.		60
	10:30 p.m. to 6:00 a.m.		50
Commercial or business	At all times		65
Industrial	At all times		75
Agricultural	6:00 a.m. to 10:30 p.m.		75
	10:30 p.m. to 6:00 a.m.		55

(2) Impulsive Sound

Receiving Land Use Category	Time	No. of Peaks Per Hour	Maximum db(A)
Residential	6 a.m. to 10:30 p.m.	1	85
	10:30 p.m. to 6 a.m.	1	80
Noise sensitive zone	At all times	2	79
		4	73
		8	67
Agricultural residential	At all times	16+	61
Commercial	At all times	1	90
		2	84
		4	78
		8	72
		16+	66
Industrial	At all times	1	95
Agricultural	At all times	2	89
		4	83
		8	77
		16+	71

(3) When a noise source can be identified and its noise measured in more than one land use category, the limits of the most restrictive use shall apply at the boundaries between different land use categories.

B. *Correction for duration of sound.*

(1) It shall be a violation of this chapter for any person to operate, or permit to be operated, any stationary source of sound within any land use district which creates a tenth percentile sound pressure level (L_{10}) of 15 dB(A) greater than the levels set forth for the receiving land use districts in subsection (a) of this section for any measurement period. Such period shall not be less than ten minutes.

(2) Notwithstanding subsection (b)(1) of this section, it shall be unlawful for any person to operate or permit to be operated any stationary source of sound within any land use district which creates a tenth percentile sound pressure level (L_{10}) greater than 15 dB(A) above the ambient sound pressure level (L_{90}) of any measurement period. Such period shall not be less than ten minutes.

C. *Correction for character of sound.*

(1) For any stationary source of sound which emits a pure tone, cyclically varying sound or repetitive impulsive sound, the limits set forth in subsection (a) of this section shall be reduced by five dB(A).

(2) Notwithstanding compliance with subsection (c)(1) of this section, it shall be unlawful for any person to operate or permit to be operated any stationary source of sound which emits a pure tone, cyclically varying or repetitive impulsive sound which creates a noise disturbance.

8.12.050 Sound Level Measurement.

Sound level measurements shall be made with a sound level meter using the A-weighting scale, in accordance with standards promulgated by the American National Standards Institute or other reasonable standards adopted and tested by the police department.

8.12.060 Exemptions.

A. The following uses and activities shall be exempt from noise level regulations:

(1) Noise of safety signals, warning devices, and emergency pressure relief valves.

(2) Noise resulting from any authorized emergency vehicles when responding to an emergency call or acting in time of emergency, such as police, fire and ambulance sirens or warning devices and loudspeakers used in connection with crimes, disasters or emergencies.

(3) Noise resulting from emergency work.

(4) An employee of a governmental entity engaged in the employee's official duty.

8.12.070 Exceptions.

A. The following exceptions shall be allowed between the hours of 6 a.m. and 10:30 p.m. in residential or commercial land use zones. These uses and activities are not required to obtain a sound permit unless otherwise stated:

(1) School outdoor concerts and music activities including marching band activities, concerts, and parades, sporting activities with musical components, art festivals, and student fund-raisers.

(2) Religious organizations conducting worship services outdoors, including, but not limited to, operation of a bell for religious activity.

(3) The city of Deadwood, including, but not limited to, parks and recreation department-sponsored activities; community events, parades, festivals or celebrations in conjunction with declared special events.

(4) Private events in city parks with a duration of one hour or less.

(5) Construction work. Operating, or causing to be used or operated, any equipment used in construction, repair alteration, or demolition work on buildings, structures, streets, alleys, or appurtenances in any land use district where such operation causes a sound pressure level no more than 75 dbA measured at a distance of 50 feet.

(6) Domestic Power Equipment. Operating or permitting to be operated any power equipment rated 5 horsepower or less used for home or building repair or grounds maintenance, including, but not limited to, a power saw, sander, lawn mower, or garden equipment in residential or commercial zones at a sound pressure no more than 75 dbA measured at a distance of 50 feet.

(7) Commercial Power Equipment. Operating or permitting to be operated any power equipment, except construction equipment used for construction activities, rated more than 5 horsepower, including but not limited to chain saws, pavement breakers, log chippers, or powered hand tools in residential or commercial land use districts at a sound level no more than 82 dbA measured at a distance of 50 feet.

~~(8) Refuse Compacting Vehicles or Units. Operating or permitting to be operated or used any refuse compacting vehicle or unit at a sound level no more than 75 dbA measured at a distance of 50 feet.~~

~~(98)~~ Athletic games or contests or events at the rodeo grounds area such as football games, softball games, baseball games, soccer games, rodeos, entertainment shows or events, bicycle races, and other similar events.

~~(109)~~ Permits approved by the ~~police chief~~ city finance office City of Deadwood Safety Committee ~~or his/her designated agent.~~

8.12.080 Permit.

A. Applications for a permit for relief from the noise restrictions in this chapter for an activity shall be made to the city finance office ~~Chief of Police or his designated agent.~~ Permits must comply with the following:

(1) Application shall be made on a form provided by the ~~police department~~ city finance office.

(2) Application shall be made at least forty-five (45) days prior to the date of the activity.

(3) Payment of a fee of \$100.00 for single events that meet the time and decibel levels. Payment of a fee of \$200 will be required for applications past deadline. ~~except bona fide neighborhood block parties which shall be free.~~

(4) No permit shall be issued for any activity conducted between the hours of 10:00 p.m. and 10:00 a.m. except permits may be issued on Historic the Main Street Deadwood Business Improvement District between the hours of 7:00 a.m. and 11:30 p.m. on Fridays and Saturdays.

~~(5) — No permit shall be issued to exceed the sound level limits of section 8.12.040(a) by more than 10 db(A) and after 8:00 p.m. the maximum allowable sound limit for the remainder of the permit time may be increased by 5 db(A).~~

(65) The permit may prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects upon the city or the surrounding neighborhood.

(76) The Chief of Police or his designated agent may revise the conditions of any permit if atmospheric conditions, topography, or unanticipated acoustic reverberations increase sound levels at the receiving land.

(87) The permit shall be posted at the activity.

B. Applications for a permit from the noise restrictions of this chapter on the basis of hardship for a temporary, ongoing, or continuous necessary business activity may be made to the city finance office ~~Chief of Police or his designated agent~~. Permits shall comply with the following:

(1) Application shall be made on a form provided by the ~~police department~~ city finance officer.

(2) Payment of a fee of ~~\$1500.00 for a one day permit, \$250.00 for a two day permit, and \$350.00 for a three day event.~~ Payment of a fee of \$300.00 for one day permits, \$500.00 for two day permits, and \$700.00 for three day events will be required for applications submitted past the deadline.

(3) No reasonable alternative is available to the applicant.

(4) The permit may prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects upon the city or the surrounding neighborhood. Notice shall be given to all neighbors within 300 ft. of the proposed location for the permit at the cost of the applicant.

(5) The Chief of Police or his designated agent may periodically review the permit and, if findings warrant, revise the terms and conditions of the permit or revoke the permit.

C. Except as provided in this chapter, any person, partnership, association, corporation or business desiring to use or operate any loudspeaker, public address system or other sound amplifying equipment outdoors, or indoors but designed to project the sound outdoors, must first obtain a permit from the ~~city police department~~ city finance officer which will then be brought forth to the city commissioners for approval. The permit may authorize the use or operation of such sound amplifying equipment between the hours of ten a.m. and ten p.m. The application for the permit shall be filed with the finance police department and shall provide the following information:

(1) The name, address and telephone number of both the owner and the user of the sound amplifying equipment;

- (2) The license number of the motor vehicle, if any, upon which the equipment is to be used;
- (3) The general description of the sound amplifying equipment which is to be used;
- (4) Whether the sound amplifying equipment will be used for commercial purposes and if used for commercial purposes, information as to its use or the use of similar equipment at the location applied for prior to November 1, 1989;
- (5) The dates and location of the proposed operation of the equipment;
- (6) The application for a permit shall be accompanied by a fee of \$100.00. Permits shall be reviewed annually by the city commission at the first regular commission meeting in the month of March of each year. The fee shall not be prorated if the permit is to be issued for a shorter period.
- (7) The permit may contain such conditions as may be necessary to insure compliance with this chapter and any other ordinances of the city as may be in effect when the permit fee for community-oriented events of short duration, but an application must be submitted.

D. No permit shall be issued to any applicant or any activity convicted of a violation of this chapter in the previous year.

8.12.090 Motor Vehicle Noise.

A. No person shall drive or move or cause or knowingly permit to be driven or moved a motor vehicle or combination of vehicles at any time in such a manner as to exceed the following noise limits for the category of motor vehicle shown. Noise shall be measured at a distance of at least 25 feet (7.5 meters) from the near side of the nearest lane being monitored and at a height of at least four feet (1.2 meters) above the immediate surrounding surface.

	Sound Pressure Level dB(A)	
	Speed Limit 40 mph or less	Speed Limit over 40 mph
Motor vehicles with a manufacturers gross vehicle weight rating (GVWR) or gross combination weight rating (GCWR) of 10,000 pounds or more, or any combination of vehicles towed by such motor vehicle.	90	94
Any other motor vehicle or any combination of vehicles towed by any motor vehicle.	80	84

B. This section shall apply to the total noise from a vehicle or combination of vehicles and shall not be construed as limiting or precluding the enforcement of any other provisions of this chapter relating to motor vehicle mufflers for noise control.

C. No person shall operate or cause to be operated any motor vehicle within the city unless the exhaust system of such vehicle is:

- (1) Free from defects which affect sound reduction;
- (2) Equipped with a muffler or other noise dissipative device; and
- (3) Not equipped with any cutout, bypass or similar device.

8.12.100 Enforcement Responsibility.

The police department shall have exclusive enforcement responsibility for this chapter as it relates to both stationary sources and vehicular sources.

8.12.110 Inspections.

A. For the purpose of determining compliance with the provisions of this chapter, the chief of police or authorized representatives are authorized to make inspections of all noise sources and to take measurements and tests whenever necessary to determine the quantity and character of noise. If any person refuses or restricts entry and free access to any part of a premise, or refuses inspection, testing or noise measurement of any activity, device, facility, motor vehicle or process where inspection is sought, the chief of police or authorized representative may seek from the court a warrant for inspection requiring that such person permit entry and free access without interference, restriction or obstruction, at a reasonable time, for the purpose of inspecting, testing or measuring noise. The court shall have the power, jurisdiction and authority to enforce all orders issued under the provisions of this chapter.

B. It is unlawful for any person to refuse to allow or permit the chief of police free access to any premise when he or she or an authorized representative is acting in compliance with a warrant for inspection and order issued by the court.

C. It is unlawful for any person to violate the provisions of any warrant or court order requiring inspection, testing or measurement or noise or noise services.

D. No person shall hinder, obstruct, delay, resist, prevent in any way, interfere or attempt to interfere with any authorized person while in the performance of their duties under this chapter.

8.12.120 Violation -- Penalties.

A. In addition to the imposition of other penalties, violations of sections 8.12.030 through 8.12.090 of this chapter are deemed and declared to be a nuisance, and as such may be subject to summary abatement by means of a restraining order or injunction issued by a court of competent jurisdiction.

B. Citations for a class 2 misdemeanor to any person who violates this title or any amendment hereto. The citation for a class 2 misdemeanor is punishable by the maximum punishment set forth by the laws of the State of South Dakota pursuant to SDCL § 22-6-

2. Each day that any violation of this title is in effect shall constitute a separate offense.
Additionally, a permit issued under this chapter may be revoked or terminated by the
city for violations of sections 8.12.030 through 8.12.090 of this chapter.

C. — Additionally, violations of sections 8.12.030 through 8.12.090 of this chapter may
subject the violator to the general penalties prescribed in Chapter 1.12 of Deadwood City
Ordinances.

Dated this _____ of _____, 2012201.

CITY OF DEADWOOD

Mayor

Francis ToseanaCharles Turbiville,

ATTEST:

Mary Jo Nelson
Finance Officer

First Reading:	_____	<u>2012</u> <u>201</u>
Second Reading:	_____	<u>2012</u> <u>201</u>
Published:	_____	<u>2012</u> <u>201</u>
Adopted:	_____	<u>2012</u> <u>201</u>

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

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

9-21-15
10D

September 21, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Lee Street Pedestrian Crossing

SUMMARY

The pedestrian crossing lights at Lee St. and Pioneer Way have been an on-going problem. This is primarily due to the wiring for the lights crossing Pioneer Way through the box culvert below Pioneer Way. The environment in the box culvert is very corrosive to the conduits junction boxes and wiring. Performing work on the wiring (particularly in the Spring) is hazardous due to the flow of Whitewood Creek in the Box culvert. I recently approached the SDDOT about possible cost sharing to replace the existing ped lights with solar powered lights with radio controls that would eliminate the need for through the box culvert wiring.

The SDDOT has indicated that if we purchase the lights and have them installed that they would reimburse us for the cost of the lights. The costs of the lights is \$9,160.00. Installation costs are estimated to be about \$3,000.00.

RECOMMENDATION

It is my recommendation that you give permission to purchase new ped lights for the crossing and Lee St. for \$9,160.00 from General Traffic Controls, Inc. and allow the Mayor to sign a contract with the SDDOT to cost share in this project.

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT PROPOSAL**

DOT-123
(5/05)
1 of 1

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
		085		451				27.8	27.8

CITY AND/OR COUNTY: Deadwood/Lawrence

BUDGET SOURCE: 1113632

FINALS ENGINEER REVIEW REQUIRED: ☐ YES ☒ NO
 REGION MATERIALS CERTIFICATION REQUIRED: ☐ YES ☒ NO
 CERTIFIED INSPECTORS/TESTERS REQUIRED: ☐ YES ☒ NO
 TO BE INSTALLED ON CM&P: ☐ YES ☒ NO

TYPE, PURPOSE AND LOCATION OF WORK: Remove and Replace Pedestrian Crossing Signal at Lee Street in Deadwood.
 SDDOT will pay cost of signal equipment. City of Deadwood will be responsible for installation costs.

ESTIMATE OF QUANTITIES AND COST

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001	Solar RRFB System Including 2 qty 2-light RRFB w/Conf Light, 2 Pedestrian Pushbuttons, 1 wireless Transmitter for PPB Across the Street, 1 4' Pedestal Pole, 1 Signage, 1 Solar Panel, 1 Cabinet w/associated wiring, battery and wireless radio.	2	LS	4580	\$9,160.00
TOTAL					\$9,160.00

CONTRACTOR'S PROPOSAL STATEMENT

The undersigned does hereby agree to furnish the labor and/or material in the quantities, at the unit price, for the purpose, in the place and in accordance with attached provisions upon approval of this Proposal by the State Transportation Commission. This document becomes the Contract when signed by the Contractor and a Department of Transportation Representative. The Contractor agrees to provide services in compliance with the Americans with Disabilities Act of 1990. The Contractor agrees to provide a certificate of insurance prior to commencing work, for liability coverage for the duration of the work as per the current edition of the SDDOT Standard Specifications for Roads and Bridges.

PROPOSED START DATE Sept. 21, 2015

OVERALL COMPLETION DATE Dec. 1, 2015

SUBSCRIBED AND SWORN TO BEFORE ME THE

SIGNATURE

DAY OF 20

COMPANY

City of Deadwood

ADDRESS

102 Sherman
Deadwood SD 57732

NOTARY - My Commission Expires

FEDERAL TAX ID NUMBER

46-600091

RECOMMENDED FOR APPROVAL:

CONSTRUCTION & MAINTENANCE ENGINEER

DATE

REGION ENGINEER

DATE

DIRECTOR OF OPERATIONS

DATE

APPROVED FOR THE TRANSPORTATION COMMISSION

NAME

TITLE

DATE

APPROVED as per Federal Highway Stewardship Provisions this

day of

, 20

PROJECT DEVELOPMENT ENGINEER

GENERAL TRAFFIC CONTROLS, INC.
2915 11th Ave S.W. P.O. Box 1000
SPENCER, IA 51301-1000
712-262-1521 FAX 712-262-1714
e-mail: amanda@generaltraffic.com

ATTN: Bill
City of Deadwood

QUOTATION NO: 5147
DATE: August 27, 2015

PROJECT: Hwy 14A/85 & Lee St
Deadwood, SD

TERMS: Net 30 days

TAXABLE: No

DELIVERY: 60 days ARO

FOB: Destination

FREIGHT: Prepaid

We are pleased to submit the following quotation:

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTEND PRICE
001	2	Solar RRFB System Including (2) 2-light RRFB w/ Conf Light (2) Pedestrian Pushbuttons (1) Wireless Transmitter for PPB across the street (1) 4' Pedestal Pole (1) Signage (1) Solar Panel (1) Cabinet w/ associated wiring, battery & wireless radio.	\$4,580.00	\$9,160.00
Total Above Equipment			\$9,160.00	

Quote is considered lump sum, individual prices given for your convenience. Partial orders are subject to price review.

Prices subject to review 30 days from above date.

Should we be favored with your order, it will receive our prompt, personal attention.

THANK YOU!

Very truly yours,
GENERAL TRAFFIC CONTROLS, INC.


Amanda Brown

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

DEADWOOD

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

9-21-15
JOF
KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: September 18, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Albertson Engineering – Professional Services

Over the past several years the City of Deadwood, through the Historic Preservation Office, has used the professional services of Albertson Engineering of Rapid City for structural engineering of the public-private program of repairing and/or reconstructing the historic retaining walls within the city of Deadwood as well as other public projects which meet the preservation efforts.

These services provide tremendous assistance and direction to the program. In January 2015 the City Commission approved a contract with Albertson Engineering for the necessary engineering services to protect the City of Deadwood, the Deadwood Historic Preservation Office and Albertson Engineering in an amount not to exceed \$45,000.00.

The Historic Preservation Office, Public Works Department, and Planning and Zoning have used Albertson in 2015 for a variety of projects to include the following items: several projects involving the Historic Preservation Retaining Wall Program; city retaining walls; Powerhouse Park's connection to Michelson Trail (board walk); retaining wall at the Rodeo Grounds along Crescent Street and the Archway over Main Street. All these projects engineered this year, exceed \$45,000 in engineering. To-date we have encumbered \$47,808.12. There is some additional work required between now and the end of the year.

City staff is recommending approval of amending the existing contract for 2015 with Albertson Engineering for professional services for the retaining wall program in an amount not to exceed \$60,000.00 or an additional \$15,000.00. This would also include other professional services necessary to reconstruct the walls such as geotechnical engineering or civil engineering.

Recommended Action: Amend the contract between the City of Deadwood and Albertson Engineering to a total amount not to exceed \$60,000.00 for professional services.

CITY OF
DEADWOOD
PUBLIC WORKS DEPARTMENT

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

9-21-15
10H

September 21, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Sand and Salt for Winter Street Maintenance

SUMMARY

It is once again time to replenish our supply of sand and salt for winter street maintenance. We are requesting permission to purchase 600 tons of sand and 300 tons of salt.

RECOMMENDATION

The lowest quotes for these two items are:

Sand from Fischer Industries for \$6,900.00
Shipping from Roth Trucking for \$4,200.00

Salt purchase and delivery from Black Strap Trucking for \$24,600.00

It is my recommendation that you approve purchase salt and sand for the above quoted prices.

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

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

9-21-15
10 I

September 21, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Replace imbedded snow melt system at the Recreation Center

SUMMARY

The imbedded heating mats in the concrete walk at the entrance to the Recreation Center are not functioning and need replacing. This existing system needs to be removed and have new heating mats installed, which also requires the removal of the existing concrete and then re-installing concrete after the new mats and insulation are in place. To do this project will require an electrical contractor as well as a concrete contractor.

RECOMMENDATION

The lowest combination of quotes to do this project is:

Concrete work from Gardner Construction for \$12,030.00

Electrical work from Freeman Electric for \$10,700.00

It is my recommendation that you allow the Mayor to sign contracts with:

Gardner Construction for \$12,030.00 and
Freeman Electric for \$10,700.00