

**CITY OF DEADWOOD  
2016 BUDGET HEARINGS NOTICE  
102 Sherman Street, Century Room**

7:00 A.M. TO 8:30 A.M. Monday, July 20 and Tuesday, July 21, 2015.  
Non-profit requests and budget overview, including revenue projections

**CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA  
5:00 p.m. July 20, 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 July 6, 2015**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Deadwood Gaming Association and American Gaming Association-Proclamation Declaring August 3 through August 7 as Responsible Gaming Education Week
- B. Proclamation declaring July 24, 2015 as Sarah Solano Day in Deadwood
- C. Kenny Hall asking Commission to reconsider previous decision and grant a refund of rodeo ground use fee of \$500.00 for ATV Event held in May, 2015.

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. Parking and Transportation recommendation to enter into contract with Kodiak's Shooting Gallery and Arcade to lease two parking spaces in Miller Street lot at cost of \$100.00 monthly plus tax. Permission for Mayor to sign contract.
- B. Approve grant application to South Dakota Department of Health for mosquito control in the amount of \$1,187.00
- C. Approve revision to employee policy manual section 4.13, indicating that employee starting pay at 90% of prevailing wage excludes department head positions

- D. Permission for Bob Nelson Jr. and Kevin Kuchenbecker to attend 2015 Western Planner Conference in Laramie, Wyoming from August 18-August 21, 2015 at cost of \$1,147.80 for both attendees
- E. Award emergency non-profit grant to Masonic Temple in the amount of \$4,906.51
- F. Approve additional costs necessary to repair motor grader in the amount of \$4,300.00.
- G. Permission for Mayor to sign contract with FMG for geotechnical work at Lower Main. Proposal approved by Commission on July 6, 2015.
- H. Remove Anthony Biesiot, Lee Harstad, Jessey Pullen and Keith Wellard from the Volunteer Fire Department roster effective July 9, 2015 for workers compensation purposes.
- I. Purchase lockers for Deadwood Rec Center from Salsbury Industries at a cost of \$4,570.54
- J. Purchase 5500 gallons of gasoline from Southside at cost of \$2.00 per gallon

**7. BID ITEMS**

- A. Results of bid opening at 2:00 on July 16 for Phase I: Deadwood City-wide Wayfinding – Vehicular Directional Signage Project and Phase II: Lower Main Street Archway Project.
- B. Results of bid opening at 2:00 on July 14 for Reconstruction of Retaining Wall located at 10 Harrison Street. One bid received from CAI Construction with bid bond included: \$165,000.00 for wall and \$12,500.00 for Alternate 1, landscaping associated with adjoining property.
- C. Proposals opened at 2:00 p.m. on July 20 for Rubble Site operation

**8. PUBLIC HEARINGS**

- A. Hold public hearing for Retail (on-off sale) Malt Beverage License for Savour Your Soul, LLC at 637 Main Street.
- B. Hold public hearings for the following temporary vending applications in conjunction with Party in the Black Hills: Daren Berg, The Highwayman Ink, America's Bikers Inc. and Army Grill
- C. Hold public hearing to allow Moonrise Mountain Enterprises to conduct farmers market on public property
- D. Set public hearing for Arcade/Shooting Gallery on-off sale malt beverage license and on-off sale wine license at 83 Sherman Street on August 3, 2015 at 5:00 p.m.

**9. OLD BUSINESS**

- A. Second reading of Ordinance #1226 regarding Prohibition of Dangerous Wild/Exotic Animals

**10. NEW BUSINESS**

- A. Allow Finance Office to write off the following uncollectible debts in Revolving Loan Fund: principal balance of \$15,039.20 for Mike K. Chaput and principal balance of \$22,500.00 for Ronald Bates.
- B. Declare moratorium on 2016 events at rodeo grounds until ordinance is passed and/or policies and procedures are adopted

- C. Accept resignation of Sarah Solano from Deadwood Police Department effective July 24, 2015. Posted in-house for five days and permission to advertise if not filled in-house after that time.
- D. Parking and Transportation recommends alternate site and route for Stagecoach for hire operation currently operating on Main Street
- E. Permission to utilize design-build process and publish request for qualifications for Gordon Park All-Inclusive Play System. Deadline for sealed submittals is August 24, 2015.
- F. Approve Highway 85 DOT change orders 1 and 2 for a total amount of \$28,177.09, due to unknown conditions on the site
- G. Discussion and possible action to contract for geotechnical services due to ground displacement on Burnham Hill.

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

*No action can be taken*

- A. Raffle permit received from Lawrence County Teen Court. Drawing will be held on September 11, 2015 for \$500.00 prize. No action approves.
- B. Acknowledge retraction in official newspaper. Ordinance #1226 was published in error prior to second reading
- C. Garbage pickup during rally will begin 5:00 a.m.
- D. Yard waste dumpsters at Parks Shop will be removed from July 20 until August 10

**12. EXECUTIVE SESSION**

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

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

**13. ADJOURNMENT**

## REGULAR MEETING, July 6, 2015

The Regular Session of the Deadwood City Commission convened on July 6, 2015 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Turbiville called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins and Commissioners David Ruth Jr., Mark Speirs, Gary Todd, and Jim Van Den Eykel. All motions passed unanimously unless otherwise stated.

### APPROVAL OF MINUTES

Ruth moved, Speirs seconded to approve the minutes of June 15. Roll Call: Aye-All. Motion carried.

JUNE, 2015 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$18,308.51; PUBLIC BUILDINGS, \$5,228.10; POLICE, \$50,396.13; FIRE, \$4,820.92; BUILDING INSPECTION, \$3,345.70; STREETS, \$27,061.12; PARKS, \$26,791.19; PLANNING & ZONING, \$4,676.36; LIBRARY, \$6,558.18; RECREATION CENTER, \$12,286.00; HISTORIC PRESERVATION, \$16,141.06; WATER, \$14,380.26; MT. MORIAH, \$4,604.36; PARKING METER, \$11,003.17; TROLLEY, \$21,481.41; PARKING RAMP, \$6,390.92; RUBBLE SITE, \$2,864.16.  
**PAYROLL TOTAL: \$239,068.31**

### JUNE, 2015 PAYROLL PAYMENTS:

Internal Revenue Service, \$58,677.01; S.D. Retirement System, \$23,149.78; Delta Dental, \$3,802.08.

### APPROVAL OF DISBURSEMENTS

Todd moved, Ruth seconded to approve the July 6, 2015 disbursements plus additional bill. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	LEASE	421.78
A & B WELDING	SUPPLIES	68.92
ABC BUSINESS	SUPPLIES	1,213.54
ALL AROUND AUTO	SUPPLIES	1,326.39
ALL SERVICE ELECTRIC	SERVICE	9,873.47
ALSCO	SUPPLIES	81.97
AMANO MCGANN	SWITCHES	234.66
AMERICAN TECHNICAL	SERVICE	520.00
ARLETH LAND SURVEYING	PROJECT	2,149.25
ATCO INTERNATIONAL	SUPPLIES	908.75
BERENDSE & SONS	PROJECT	17,852.40
BEST WESTERN RAMKOTA	LODGING	287.97
BIERSCHBACH EQUIPMENT	TILE	95.40
BH ASPHALT	PROJECT	2,199.28
BH CHEMICAL	SUPPLIES	3,140.17
BH POWER	SERVICE	25,386.25
BH POWER EQUIPMENT	SUPPLIES	125.72
BH SECURITY	SERVICE	1,017.97
BH SPECIAL SERVICES	CLEANING	1,419.00
BH URGENT CARE	TESTING	852.00
BOYS & GIRLS CLUB	CURRICULUM	2,500.00
BROKEN BOOT GOLD MINE	GRANT	7,568.16
CAI CONSTRUCTION	PROJECT	21,031.52
CDW GOVERNMENT	COMPUTERS	2,428.92
CENTURION TECHNOLOGIES	RENEWAL	50.00
CENTURY BUSINESS PRODUCTS	LEASE	643.78
CHAINSAW CENTER	SUPPLIES	427.44
CHAMBERLIN ARCHITECTS	PROJECT	36,016.04
COCA COLA	SUPPLIES	25.75
COMPANION LIFE	INSURANCE	230.91
CREATIVE PRODUCT	SHIPPING	9.00
CULLIGAN	SUPPLIES	62.50
DAKOTA BUSINESS	MAINTENANCE	151.47
DAKOTA PLAINS AUCTION	PROJECT	873.43
DAKOTACARE	INSURANCE	42,784.95
DATA FLOW	CHECKS	196.32
DEADWOOD ALIVE	SUPPORT	40,000.00
DEADWOOD ELECTRIC	REPAIRS	1,222.20
DVFD	STAFFING	990.29
DEADWOOD HISTORY	EVENT	12,000.00
DEMCO	SUPPLIES	125.16
DMI	ROLLER	39,000.00
EMERY-PRATT	BOOKS	307.63
F & G ENTERPRISES	PROJECT	475.00
FARMER BROTHERS	SUPPLIES	117.95
FEDERAL EXPRESS	SHIPPING	28.69
FITNESS	SUBSCRIPTION	14.98
FULLER, KELLY	REIMBURSEMENT	426.62
GALLS	UNIFORMS	183.94
GENPRO POWER	REPAIR	432.60
GOLDEN WEST	SERVICE	505.75
GREAT WESTERN TIRE	SERVICE	134.45
GUNDERSON, PALMER, NELSON	SERVICE	4,508.05
HAMANN, ALEX	REIMBURSEMENT	110.19
HAWKINS	CHEMICALS	1,024.75
HILLS INTERIORS	SUPPLIES	1,876.23
HILLS MATERIALS	SAND	1,489.97
JACOBS WELDING	REPAIR	72.68
KNIGHT SECURITY	PROEJECT	14,658.53

## REGULAR MEETING, July 6, 2015

KONE	MAINTENANCE	266.80
KRUZEL, TOM	REIMBURSEMENT	113.30
L.L. BEAN	SHIRTS	424.35
LAWRENCE CO. AUDITOR	ELECTION	688.48
LAWRENCE CO. REGISTER	FEES	210.00
LAWSON PRODUCTS	PATCH	486.50
LESKCA	PROJECT	156,740.00
LYNN'S	SUPPLIES	31.38
M&M SANITATION	SERVICE	250.00
MERTENS, KENNETH	REIMBURSEMENT	47.30
MIDWEST TAPE	DVDs	154.93
MITZI'S BOOKS	BOOKS	257.82
MDU	GAS	3,309.32
MOTOROLA	RADIOS	4,892.55
MS MAIL	SERVICE	1,176.83
NELSON, MARY JO	REIMBURSEMENT	195.73
NETWORK SERVICES	SUPPLIES	311.21
NEVE'S	UNIFORMS	103.74
NH SOD FARM	SUPPLIES	247.00
NORTHWEST PIPE FITTINGS	EXTENSION	1,342.27
OSBORN, JANET	SUPPLIES	358.08
OTIS ELEVATOR	CONTRACT	120.81
PEPPMEIER, JANICE	REIMBURSEMENT	543.15
PIONEER PRODUCTS	SUPPLIES	404.60
PITNEY BOWES	LEASE	237.93
QUILL	SUPPLIES	161.92
REDBOOK	SUBSCRIPTION	43.94
REGIONAL HEALTH PHYSICIANS	TESTING	525.00
ROCKMOUNT RESEARCH	SUPPLIES	313.90
RUNGE, MIKE	REIMBURSEMENT	63.24
SD DEPT. OF CORRECTIONS	FIREWISE	3,524.09
SD ONE CALL	FEES	31.36
SD STATE ARCHIVES	MICROFILM	115.20
SERVALL	SUPPLIES	2,132.74
SOUTHSIDE OIL	GAS	14,452.65
SPEARFISH HUSKY	SUPPLIES	240.00
STRETCH'S GLASS	PROJECT	236.04
SUMMIT SIGNS	SIGNS	205.60
TENTEXKOTA	PAYMENT	510,944.20
THE LORD'S CUPBOARD	ALLOCATION	2,500.00
THE VEST MAN	CARRIER	305.00
TOMS, DON	PROJECT	630.00
TRIPLE K	SERVICE	1,786.40
TRUGREEN	SERVICE	2,497.75
TSP	RECONSTRUCTION	3,537.04
TTG ENTERPRISES	SERVICE	442.50
TWIN CITY HARDWARE	SUPPLIES	6,911.87
VAST	SERVICE	2,638.80
VERIZON	METERS	40.01
WELLS PLUMBING	SERVICE	934.51
WESTERN COMMUNICATIONS	ANTENNAS	54.00
WHITE'S QUEEN CITY	HARNES	43.47
ZEP SALES	SUPPLIES	127.12
ZOGICS	SUPPLIES	719.70
	TOTAL	\$1,032,952.87

## ITEMS FROM CITIZENS ON AGENDA

### Request

Talli Nauman and Dahl McLean with Moonrise Mountain Enterprises asked the Commission to allow them to operate a Farmers Market on city property located at the corner of Deadwood and Siever Streets. Commissioner Van Den Eykel asked Moonrise Mountain to provide a copy of insurance. Nelson Jr., Zoning Administrator asked them to coordinate with the Chamber of Commerce during special events. Ruth moved, Speirs seconded to set public hearing to allow vending on public property on July 20, 2015 at 5:00 p.m. Roll Call: Aye-All. Motion carried.

### Permission

Amanda Kille on behalf of Deadwood Chamber of Commerce asked the Commission for permission for film crew to film at Mt. Moriah from 6:00 a.m. to 8:00 a.m. on July 16, 2015. Mayor Turbiville stated the Commission would like someone from the Chamber there with them during filming. Kille stated she would be accompanying crew. Ruth moved, Speirs seconded request. Roll Call: Aye-All. Motion carried.

### Award

Fire Chief Matt Helmin presented Randy Addington a certificate for 20 years of service as volunteer firefighter. Commission thanked Addington for his years of service.

## REGULAR MEETING, July 6, 2015

### Discussion

Discussion was held on Apex 1996 event planned at rodeo grounds July 28 through August 10, 2015. Commissioner Van Den Eykel stated for clarification purposes, Northern Hills Railroad Society is not in conjunction with Model Railroad Society and the former organization has been in existence for 29 years. Commissioner Speirs asked about the profits. Tommy Merritt Jr. stated a percent of the proceeds will be donated to the Boys and Girls Club.

### CONSENT

Ruth moved, Speirs seconded to approve the following consent items with exception of Parking and Transportation Committee recommendation to approve proposal from FMG, which was moved to new business by Commissioner Todd. Roll Call: Aye-All. Motion carried.

- A. Accept results of city slot auction for forty machines held on June 16, 2015 and request permission for Mayor to sign contracts with following three year leases: \$127,500.00 – Cadillac Jack's for fifteen machines, \$80,000.00 –First Gold for ten machines, \$90,000.00 – Tin Lizzie for ten machines, and \$42,500.00 – Silverado for five machines. Total leases = \$340,000.00.
- B. Correct pay for Rec Center employee Emilia Anderson from \$10.16 an hour to \$10.25 an hour effective June 15, 2015 per wage scale.
- C. Permission for Mayor to sign EMS agreement for Wild Bill Days ambulance coverage at cost of \$1,050.00, with 50% paid by Deadwood Chamber.
- D. Permission for Mayor to sign contract with Renegade Pictures to allow filming in city limits.
- E. Approve 2015 allocation of \$5,000.00 from Bed and Booze Fund for Gold Camp Jubilee July 4 celebration (budgeted)
- F. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Marlys Eggleston and Robyn Novotny.
- G. Permission to hire Jim Doolittle for 2016 union negotiations at \$400.00 per session.
- H. Remove Trent Olson from Streets payroll effective June 1, 2015.
- I. Permission for Mayor to sign contract with Mariah Press for services connected with The Deadwood Baseball Book documenting the history of baseball in Deadwood to 1922.
- J. Permission for Mayor to sign two agreements with GENPRO Energy Solutions, LLC for the purchase and installation of generators; one at the Rec Center and one at the Public Works building.
- K. Follow recommendation of Historic Preservation Commission and award ten Outside of Deadwood Grants totaling \$125,000.00. The approved grants are: All Angels Episcopal Church – Roof - \$25,000.00, Emmanuel Episcopal Church – Tuckpointing - \$15,463.00, Honoring Our Heroes – Freedom Trail Statue - \$10,000.00, Philip Masonic Cemetery Association – Masonic Cemetery Project - \$9,139.00, City of Mobridge – Auditorium Bathroom - \$5,375.00, Deadwood Trust for Historic Preservation – Mt. Roosevelt Friendship Tower - \$8,000.00, Historic Homestake Opera House Society - Bushnell Building Restoration - \$5,564.50, Pyle House Museum – Lead Paint Abatement - \$16,755.00, SD Science and Technology Authority – Interactive Elevator Exhibit - \$25,000.00, Windcross Conservancy Inc.- Building Repairs - \$4,703.50.
- L. Permission for Mayor to sign contract with Black Hills State University for identification and conservation treatments of botanical collection within Historic Preservation Archives and Archeological collections at cost of \$2,850.00
- M. Permission to increase wage of Police Reserve Matt Hardin from \$11.60 an hour to \$12.14 an hour effective July 15, 2015 after two years of service.
- N. Permission to hire Samuel Otto as part-time police officer at \$19.15 an hour effective July 6, 2015.
- O. Purchase twenty-five fence panels from Twin City Hardware at cost of \$3,375.00 from Parks budget to be used for special events (budgeted).
- P. Add Nate Allen to the Volunteer Fire Department roster effective June 11, 2015 for workers compensation purposes.

### BID ITEMS

#### Reject

Public Works Director Green recommended that the Commission reject bid from CAI Construction opened on June 15, 2015 in the amount of \$145,000.00 for drainage project at Mt. Moriah and rebid at a later date. Todd moved, Speirs seconded to reject bid and rebid at a later date. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, July 6, 2015

### Publish

Speirs moved, Ruth seconded to publish RFP for operation of the jointly owned Type III Restricted use Solid Waste Facility and accept sealed proposals until 2:00 p.m. on July 20, 2015. Roll Call: Aye-All. Motion carried.

## PUBLIC HEARINGS

### Set

Speirs moved, Van Den Eykel seconded to set public hearing at 5:00 p.m. on July 20 for Retail (on-off sale) Malt Beverage License for Savour Your Soul, LLC at 637 Main Street. Roll Call: Aye-All. Motion carried.

Todd moved, Ruth seconded to set public hearing on July 20 at 5:00 p.m. for the following temporary vending applications in conjunction with Party in the Black Hills: Daren Berg, The Highwayman Ink, America's Bikers Inc. and Army Grill. Planning and Zoning Administrator Nelson Jr. stated the Commission has the right to choose whether or not to set a public hearing in lieu of 60 days per ordinance. Roll Call: Aye-Ruth, Todd, Turbiville. Nay-Speirs, Van Den Eykel. Motion carried.

## OLD BUSINESS

### Contract

Ruth moved, Todd seconded to allow the Mayor to sign annual contract with NeighborWorks-Dakota Home Services for administration of the Historic Preservation Commission Revolving Loan program. Commissioner Van Den Eykel stated last year Historic Preservation Officer proposed the need for additional employee to handle various programs coming from NeighborWorks and as of this date that has not occurred. Historic Preservation Officer Kuchenbecker stated the second half of contract for 2015 is reduced and changed to an hourly rate rather than quarterly billing. He also stated all programs have been reviewed and adopted through historic preservation. Commissioner Ruth stated the office has worked diligently and are heading in the right direction with further cost savings to the city. Roll Call: Aye-Ruth, Speirs, Todd, Turbiville. Nay-Van Den Eykel. Motion carried.

### Second Reading

Attorney Riggins stated since last reading he made changes to insure that birds were not part of the ordinance and received changes from community members as well. He believes one section warrants further review before second reading, specifically relating to the grandfather section. Tim Conrad spoke about his bird and the facility and has concerns about the ordinance as proposed. Van Den Eykel moved to dismiss second reading, motion died for lack of second. He believes it duplicates state law. Sharon Martinisko spoke in favor of ordinance and thanked Commission for pursuing. After discussion Ruth moved, Todd seconded to continue second reading for purposes of clarification. Roll Call: Aye-Ruth, Speirs, Todd, Turbiville. Nay-Van Den Eykel. Motion carried.

## NEW BUSINESS

### Recommendation

Public Works Director Green stated Parking and Transportation Committee was requested contracting with architect for geotechnical services, which is a line item from architect's proposal. After additional questions, Van Den Eykel moved, Speirs seconded to approve the recommendation from Parking and Transportation Committee to approve proposal from FMG, Inc. for Phase I of Geo-Tech Services for Lower Main Visitor Center project at a cost of \$5,320.00. Roll Call: Aye-All. Motion carried.

### Insurance

Van Den Eykel moved, Ruth seconded to accept health insurance rates offered by Wellmark/Blue Cross and allow Mayor to sign contract for employee health insurance from August 1, 2015 to July 31, 2016. Cost is slightly lower than existing plan with Dakotacare. Finance Officer Nelson stated there is no change in deductible. Darin Derosier stated quotes were submitted from Dakotacare and Wellmark/Blue Cross. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, July 6, 2015

### Application

Todd moved, Van Den Eykel seconded to allow the Mayor to sign Application for Right to Occupy with South Dakota Department of Transportation to install posts for permanent archway over Main Street. Historic Preservation Officer Kuchenbecker stated this is part of wayfinding and was reviewed by the state. Roll Call: Aye-All. Motion carried.

### Resignations

Todd moved, Speirs seconded to accept the resignation of John Marshall from Deadwood Police Department. Applications to fill position are being accepted until July 17, 2015. Commissioner Ruth thanked Marshall for his service. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to accept the resignation of Kate Storhaug as Administrative Assistant for Historic Preservation and Planning and Zoning and post vacancy in house five days, then advertise if necessary. Commissioner Van Den Eykel requested further clarification regarding the position. Roll Call: Aye-Ruth, Speirs, Todd, Turbiville. Nay-Van Den Eykel. Motion carried.

### Easement

Todd moved, Speirs seconded to allow the Mayor to sign easement with Black Hills Power Inc. for repairs on Railroad Property in McGovern Hill area. Roll Call: Aye-All. Motion carried.

### Payment

Speirs moved, Ruth seconded to allow payment of \$7,757.00 to Forcoli and Sons for historic light pole painting through Deadwood, to be paid from Historic Preservation Capital Assets. Roll Call: Aye-All. Motion carried.

### Agreement

Discussion was held concerning performances from Buffalo Dreamers on Main Street. Commissioner Speirs questioned if the performers have been coordinating with other entities on the street. Commissioner Van Den Eykel stated he supports the dancers but does not support street closure in that area of Main Street and would like to investigate alternative sites. Commissioner Todd agrees with Van Den Eykel and believes Main Street closure several times a day is detrimental. Commissioner Spiro agrees as well with Todd and Van Den Eykel. Mayor Turbiville proposed visiting with other entities to discuss street closure. After further discussion Todd moved, Ruth seconded to allow the Mayor to sign programmatic agreement with Buffalo Dreamers, LLC to allow performances on Main Street at times and dates specified in agreement. Roll Call: Aye-Ruth, Speirs, Todd, Turbiville. Nay-Van Den Eykel. Motion carried.

### Appoint

Speirs moved, Ruth seconded to appoint Francis Toscana to Fassbender Photographic Collection board for three-year term expiring May 31, 2018. Roll Call: Aye-All. Motion carried.

### Permission

Todd moved, Speirs seconded to allow discharge of firearms on the following dates and locations: Main Street on September 25 in conjunction with Book Festival, Rodeo grounds complex July 10 and 11 in conjunction with Stage Coach Days. Roll Call: Aye-All. Motion carried.

### Contract

Speirs moved, Todd seconded to move contract with S and C Cleaners into executive session due to contract and personnel discussion. Roll Call: Aye-All. Motion carried.

### Agreement

Van Den Eykel moved, Speirs seconded to allow the Mayor to sign agreement with South Dakota Department of Transportation to allow parking on state property during special events. Roll Call: Aye-All. Motion carried.



**REGULAR MEETING, July 6, 2015**

**INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

Mayor Turbiville acknowledged receipt of recommended 2016 budget from Historic Preservation.

Discussion was held for the 2016 budget schedule. Finance Officer Nelson proposed meeting before the rally to meet with non-profits requesting city funding. After questions and comments, Commission is going to meet July 20 and 21 from 7:00 a.m. to 8:30 a.m.

Kenny Hall presented a packet for Commission to review for his request to reconsider previous decision and grant a refund of rodeo ground use fee for next meeting on July 20.

Attorney Riggins requested Executive Session for legal matters per SDCL 1-25-2 (3), personnel per SDCL 1-25-2 (1) and union negotiations per SDCL 1-25-2 (4) with possible action.

Commissioner Ruth spoke on behalf of NAJA Shriners and thanked the City and staff for help with circus.

**ADJOURNMENT**

Van Den Eykel moved, Ruth seconded to adjourn the regular session at 6:11 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3), personnel per SDCL 1-25-2 (1) and union negotiations per SDCL 1-25-2 (4) with possible action. The next regular meeting will be on Monday July 20, 2015.

After coming out of executive session at 6:50 p.m. the following motions were made:

**PERSONNEL**

Motion by Ruth, second by Speirs to increase wage of Ron Green to \$74,500 effective June 3, 2015. Aye: All.

**LEGAL**

Motion by VandenEykel, second by Ruth to contract with S and C Cleaners to provide additional cleaning services in public bathrooms at rate of \$15.00 per hour at an amount not to exceed \$3,000.00 per month through September 2015. Cleaning times and frequency will be at discretion of Works Director. Aye: All.

Motion by VandenEykel, second by Speirs to adjourn.

ATTEST:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Mary Jo Nelson, Finance Officer

BY: \_\_\_\_\_  
Charles M Turbiville, Mayor

Published once at the total approximate cost of \_\_\_\_\_

PACKET: 03575 COMBINED - 7/21/15

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-071415	101-3000-202	LIQUOR LICENS MALT BEV LIC -SAVOUR YOUR SOUL	000000	150.00
01-3862	TWC CONSTRUCTION INC					
		I-071415	101-3000-204	CONTRACTORS L RPLCMT CK-CONTRACTOR LIC.RFND	000000	75.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	225.00
01-0418	BLACK HILLS PIONEER					
		I-474 - 2015	101-4111-423	PUBLISHING MINUTES - 5/18/15	000000	208.46
		I-481	101-4111-423	PUBLISHING NOH - MALT BEV APP/BELLE JOLI	000000	10.40
		I-482	101-4111-423	PUBLISHING NOH - DEADWOOD JAM	000000	19.90
		I-483-2015	101-4111-423	PUBLISHING NOH - TEMP ALC LIC/BH EVENT	000000	9.50
		I-484	101-4111-423	PUBLISHING NOH - ANTIQUE TRACTOR PKNG	000000	9.04
		I-485-2015	101-4111-423	PUBLISHING NOH - STURGIS MUSTANG RALLY	000000	8.59
		I-486	101-4111-423	PUBLISHING NOH - MALT BEV LIC/W.BILL BAR	000000	10.85
		I-487	101-4111-423	PUBLISHING REQ.FOR BIDS - GENERATOR/REC	000000	29.30
		I-488-2015	101-4111-423	PUBLISHING REQ.FOR BIDS -GENERATOR/PW BLD	000000	28.49
		I-489	101-4111-423	PUBLISHING NOTICE TO BID-MT.MORIAH DRAIN	000000	26.05
		I-500	101-4111-423	PUBLISHING MINUTES - 6/1/15	000000	146.97
			DEPARTMENT 111	COMMISSION	TOTAL:	507.55
01-0966	PETTY CASH-FINANCE OFFI					
		I-071515	101-4130-422	PROFESSIONAL ELECTION EXPENSES	000000	59.35
			DEPARTMENT 130	ELECTIONS	TOTAL:	59.35
01-1808	NELSON, MARY JO					
		I-071515	101-4142-427	TRAVEL TRAVEL REIMBSMT- BUDGET	000000	35.28
		I-071515	101-4142-426	SUPPLIES REIMBSMT- BUDGET SUPPLIES	000000	188.52
01-3877	MUTUAL OF OMAHA					
		I-6906540	101-4142-415	GROUP INSURAN LIFE INSURANCE - AUGUST	000000	14.85
			DEPARTMENT 142	FINANCE	TOTAL:	238.65
01-0429	BLACK HILLS POWER & LIG					
		I-071315CHPOWER	101-4192-428-04	UTILITIES - C ELECTRICITY/6-10 - 7-10-15/CH	000000	3,126.34
01-0445	RAPID FIRE PROTECTION					
		I-23996	101-4192-425-17	REPAIRS-DAYS FIRE ALARM ISSUE/'76 MUSEUM	000000	300.00
01-0619	TWILIGHT FIRST AID & SA					
		I-115726	101-4192-426-06	SUPPLIES - DA FIRST AID SUPPLIES/RODEO GRNDS	000000	77.95

PACKET: 03575 COMBINED - 7/21/15  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0619	TWILIGHT FIRST AID & SA	continued				
		I-115868	101-4192-426-16	SUPPLIES -LOW REPLINISH 1ST AIDE SUPPLIES/LM	000000	47.20
01-0682	PITNEY BOWES INC					
		I-071315	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-1333	DEADWOOD ELECTRIC					
		I-21103	101-4192-425-06	REPAIRS - DAY ADD 30 AMP OUTLETS/VIP G STAND	000000	289.49
01-1380	WASTE CONNECTIONS, INC.					
		I-11872958	101-4192-426-09	SUPPLIES - HA DUMPSTER RELOAD/HARC BLDG	000000	497.50
01-1502	BLACK HILLS CHEMICAL					
		I-085254A	101-4192-426	SUPPLIES GLASS CLEANER/PARKS	000000	58.44
		I-085568	101-4192-426	SUPPLIES CUPS-INSECT SPR-TISSUE-TOWELS	000000	398.01
		I-085888	101-4192-426	SUPPLIES ANTISEPTIC-GLS CLNR-MOP-TISSUE	000000	327.67
		I-085890	101-4192-426	SUPPLIES TOILET TISSUE-TOWELS	000000	431.78
		I-086037	101-4192-426	SUPPLIES (10) BULK SOAP DISPENSERS	000000	103.52
01-3342	RASMUSSEN MECHANICAL SE					
		I-010612	101-4192-425-13	REPAIRS - REC ASSEMBLY-DRAFT INDUCER/RC	000000	1,351.35
		I-SRV0310702	101-4192-425-12	REPAIRS - PAV TEAR DOWN 2 BOILERS/PAVILION	000000	400.00
		I-SRV031703	101-4192-425-10	REPAIRS - LIB TEAR DOWN BOILER/LIBRARY	000000	200.00
		I-SRV031704	101-4192-425-13	REPAIRS - REC REPAIRS/BURNER-INDUCER FAN/RC	000000	285.00
01-3877	MUTUAL OF OMAHA					
		I-6906540	101-4192-415	GROUP INSURAN LIFE INSURANCE - AUGUST	000000	6.19
			DEPARTMENT 192	PUBLIC BUILDINGS	TOTAL:	8,400.44
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-293117	101-4193-422	PROFESSIONAL ANNUAL FIREWALL CHARGE	000000	1,920.00
		I-293128	101-4193-422	PROFESSIONAL EMAIL SECURITY,OFFSITE BACKUP	000000	710.00
			DEPARTMENT 193	DATA PROCESSING	TOTAL:	2,630.00
01-0467	CULLIGAN OF THE NORTHER					
		I-66839	101-4210-424	RENTALS BOTTLED WATER - POLICE	000000	26.00
		I-67604	101-4210-424	RENTALS WATER COOLER RENTAL/POLICE	000000	15.00
01-0545	LYNN'S DAKOTA MART					
		I-0009	101-4210-426	SUPPLIES SUPPLIES - POLICE	000000	21.02
01-1424	SOUTHSIDE SERVICE					
		I-42198	101-4210-425	REPAIRS BULB, ANTIFREEZE	000000	18.50
01-1653	STURDEVANT'S AUTO PARTS					

PACKET: 03575 COMBINED - 7/21/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	STURDEVANT'S AUTO PARTS	continued				
		C-32-674234	101-4210-425	REPAIRS RETURN HALOGEN BULB	000000	52.08-
		I-32-674144	101-4210-425	REPAIRS BLADES, BULB	000000	36.86
		I-32-674229	101-4210-425	REPAIRS HALOGEN BULB	000000	52.08
		I-32-674234A	101-4210-425	REPAIRS HEADLIGHT BULB	000000	7.62
01-2402	MERTENS, KENNETH					
		I-063015	101-4210-415	GROUP INSURAN INSURANCE REIMBSMT - JUNE	000000	293.58
01-3876	EVIDENT, INC.					
		I-96104A	101-4210-426	SUPPLIES GUNPOWDER, COLLECTION KIT	000000	115.00
01-3877	MUTUAL OF OMAHA					
		I-6906540	101-4210-415	GROUP INSURAN LIFE INSURANCE - AUGUST	000000	44.55
					DEPARTMENT 210 POLICE	TOTAL: 578.13
01-0966	PETTY CASH-FINANCE OFFI					
		I-071515	101-4221-426	SUPPLIES POSTAGE DUE	000000	0.50
01-1230	INTERSTATE ALL BATTERY					
		I-1901001003767	101-4221-425	REPAIRS BATTERY	000000	113.53
01-1410	WESTERN COMMUNICATIONS,					
		I-15-710002	101-4221-434	MACHINERY/EQU PROGRAM NEW RADIOS	000000	200.00
01-1424	SOUTHSIDE SERVICE					
		I-42172	101-4221-425	REPAIRS REPAIR BRAKES & TIRE	000000	156.69
		I-42220	101-4221-425	REPAIRS FUEL PUMP MODULE, SENSOR	000000	671.48
		I-42329	101-4221-425	REPAIRS OIL FILTER,OIL,WASHER FLUID	000000	96.65
01-3056	NORTHERN HILLS TECHNOLO					
		I-10793	101-4221-422	PROFESSIONAL BACKUP SERVICE, STORAGE	000000	30.00
01-3877	MUTUAL OF OMAHA					
		I-6906540	101-4221-415	GROUP INSURAN LIFE INSURANCE - AUGUST	000000	4.95
					DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:	1,273.80
		I-6906540	101-4232-415	INSURANCE LIFE INSURANCE - AUGUST	000000	4.93
					DEPARTMENT 232 BUILDING INSPECTION	TOTAL: 4.93
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-150600129	101-4310-422	PROFESSIONAL PAGER AIR TIME-V-MAIL/STREETS	000000	16.59

PACKET: 03575 COMBINED - 7/21/15

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
01-0514	HILLS MATERIALS COMPANY					
		I-511744	101-4310-426	SUPPLIES	2" BALLAST	000000 170.46
		I-513463	101-4310-426	SUPPLIES	1" ROADSTONE	000000 112.11
01-0547	M&M SANITATION					
		I-28065	101-4310-426	SUPPLIES	MONTHLY TOILET RENTAL/COLD ST.	000000 110.00
01-0561	SD ONE CALL					
		I-SD15-1724	101-4310-426	SUPPLIES	LOCATE MESSAGES-JUNE 2015/STS	000000 22.40
01-0619	TWILIGHT FIRST AID & SA					
		I-115870	101-4310-426	SUPPLIES	REPLENISH 1ST AID SUP./STREETS	000000 94.76
01-0966	PETTY CASH-FINANCE OFFI					
		I-071515	101-4310-426	SUPPLIES	POSTAGE	000000 1.99
01-1333	DEADWOOD ELECTRIC					
		I-21104	101-4310-422	PROFESSIONAL	REPAIR STREET LTS/4-LANE	000000 911.28
01-1515	RAPID DELIVERY					
		I-296038	101-4310-426	SUPPLIES	DELIVERY SERVICE/FIRST PHOTO	000000 11.40
		I-296856	101-4310-426	SUPPLIES	DELIVERY SERVICE	000000 12.60
		I-296861	101-4310-426	SUPPLIES	DELIVERY SERVICE/EDDIE'S TRUCK	000000 11.40
		I-299906	101-4310-426	SUPPLIES	DELIVERY SERVICE/BIERSCHBACH	000000 12.08
		I-300391	101-4310-426	SUPPLIES	DELIVERY SERVICE/BH POWER EQUI	000000 12.08
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-672348	101-4310-426	SUPPLIES	GLOVES-SCOTCHLOK ELECTRIC	000000 64.69
		I-32-673016	101-4310-425	REPAIRS	CREAM HARDNER-OIL/WH F-LINER	000000 16.46
		I-32-673290	101-4310-425	REPAIRS	LIGHT POLE GREEN SPRAY PAINT	000000 191.88
		I-32-67333	101-4310-425	REPAIRS	LECTRA-MOTIVE CLEANER/SHOP	000000 20.67
		I-32-673342	101-4310-425	REPAIRS	LECTRA-MOTIVE CLEANER/SHOP	000000 6.89
		I-32-673651	101-4310-426	SUPPLIES	GLOVES	000000 146.85
		I-32-673859	101-4310-426	SUPPLIES	GLOVES/STREETS	000000 26.70
		I-32-673860	101-4310-425	REPAIRS	BATTERIES	000000 649.98
		I-32-673876	101-4310-425	REPAIRS	HI POWER II V-BELTS	000000 10.94
		I-32-673898	101-4310-425	REPAIRS	TAP PLUG	000000 3.49
		I-32-674018	101-4310-426	SUPPLIES	GLOVES	000000 20.02
		I-32-674137	101-4310-425	REPAIRS	BATTERY/WATER TANKER	000000 108.33
		I-32-674259	101-4310-426	SUPPLIES	SCOTCHLOK ELECTRIC-FREON-GLOVE	000000 71.55
		I-32-674438	101-4310-426	SUPPLIES	FLOOR DRI	000000 31.56
		I-32-674725	101-4310-425	REPAIRS	HYDRAULIC HOSE/SHOP WASHER	000000 11.95
		I-32-674857	101-4310-426	SUPPLIES	25FT 16 G MV	000000 53.10
01-1785	KIMBALL MIDWEST					
		I-4305685	101-4310-426	SUPPLIES	DRILLS-RIVETS-PINS/STREETS	000000 133.61
01-1832	HILLS PRODUCTS GROUP					
		I-WW60076351	101-4310-425	REPAIRS	POLES-ARENA/DAMAGED-D-TRUCK	000000 1,575.00

PACKET: 03575 COMBINED - 7/21/15

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
01-2847	MCDIRT EXCAVATION					
		I-3683	101-4310-422	PROFESSIONAL HAUL GRADER TO BUTLER IN RC	000000	468.75
01-2991	GENPRO ENERGY SOLUTIONS					
		I-G9907	101-4310-425	REPAIRS SUN SAVER	000000	110.00
01-3754	WL CONSTRUCTION SUPPLY					
		I-7591	101-4310-426	SUPPLIES SAW BLADES	000000	274.80
01-3877	MUTUAL OF OMAHA					
		I-6906540	101-4310-415	GROUP INSURAN LIFE INSURANCE - AUGUST	000000	30.94
DEPARTMENT 310 STREETS						TOTAL: 5,527.31
01-1380	WASTE CONNECTIONS, INC.					
		I-11871637	101-4320-422	PROFESSIONAL RESIDENTIAL GARBAGE	000000	6,601.30
DEPARTMENT 320 SANITATION						TOTAL: 6,601.30
01-1387	DEADWOOD GRANITE & MARB					
		I-070715GL	101-4370-422	PROFESSIONAL MOVE GEORGIA LUBISHER STONE	000000	100.00
01-3722	BLACK HILLS ASPHALT LLC					
		I-0954	101-4370-429-01	CIP - STREET SEAL COAT-PREP-CRACK FILL/CEM	000000	13,737.00
DEPARTMENT 370 OAKRIDGE CEMETERY						TOTAL: 13,837.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-150600144	101-4520-422	PROFESSIONAL PAGER AIR TIME/V-MAIL/PARKS	000000	34.22
01-0547	M&M SANITATION					
		I-28067	101-4520-426	SUPPLIES MONTHLY TOILET RENTALS/PBF	000000	220.00
01-0619	TWILIGHT FIRST AID & SA					
		I-115869	101-4520-426	SUPPLIES REPLENISH 1ST AID SUPPLIES/PKS	000000	110.60
01-1380	WASTE CONNECTIONS, INC.					
		I-1181486	101-4520-426	SUPPLIES DUMP-RETURN DUMPSTER/CITY SHOP	000000	336.00
		I-11871510	101-4520-426	SUPPLIES DUMP-RETURN-CLN UP EXTRA TRASH	000000	461.81
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-673243	101-4520-425	REPAIRS SPARK PLUGS-OIL FILTER-BLADES	000000	95.80
		I-32-673854	101-4520-425	REPAIRS AIR FILTER/PARKS	000000	16.91
		I-32-673928	101-4520-426	SUPPLIES STARTING FLUID/PARKS	000000	5.38
		I-32-674099	101-4520-425	REPAIRS HEADLIGHT BULB/PARKS	000000	2.46

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BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1904	CAMPBELL SUPPLY					
		I-04010094	PARKS	101-4520-426	SUPPLIES FLY TRAPS-SWATTER-DUNKS	000000 210.30
01-3424	BLACK HILLS URGENT CARE					
		I-2484446		101-4520-422	PROFESSIONAL TESTING	000000 60.00
01-3877	MUTUAL OF OMAHA					
		I-6906540		101-4520-415	GROUP INSURAN LIFE INSURANCE - AUGUST	000000 25.99
				DEPARTMENT 520	PARKS	TOTAL: 1,579.47
01-0382	ARLETH LAND SURVEYING L					
		I-891-DUP		101-4640-422	PROFESSIONAL REISSUE CK/9197LOT 1,BLK J DWD	000000 1,120.00
		I-899		101-4640-422	PROFESSIONAL 9047.3 MCKINLEY ST APT	000000 1,267.50
		I-900		101-4640-422	PROFESSIONAL 9047.4 PLAT/DEED RESEARCH	000000 552.50
01-0418	BLACK HILLS PIONEER					
		I-503-2015		101-4640-423	PUBLISHING NOH - CUP/VACATION RENTAL	000000 19.44
01-3877	MUTUAL OF OMAHA					
		I-6906540		101-4640-415	GROUP INSURAN LIFE INSURANCE - AUGUST	000000 7.43
				DEPARTMENT 640	PLANNING AND ZONING	TOTAL: 2,966.87
				FUND 101	GENERAL FUND	TOTAL: 44,429.60

PACKET: 03575 COMBINED - 7/21/15

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA					
		I-6906540	206-4550-415	GROUP INSURAN LIFE INSURANCE - AUGUST	000000	9.90
				DEPARTMENT 550 LIBRARY	TOTAL:	9.90
				FUND 206 LIBRARY FUND	TOTAL:	9.90



PACKET: 03575 COMBINED - 7/21/15

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0223	COCA COLA BOTTLING HIGH					
		C-1372215	209-4510-426	SUPPLIES	DUPLICATE PAYMENT/INV #137215 000000	35.75-
		C-139722	209-4510-426	SUPPLIES	DUPLICATE PAYMENT/INV#1397122 000000	30.90-
		I-1471175	209-4510-426	SUPPLIES	AQUAPURE-RETURN BOTTLES-CUPS 000000	65.75
		I-1491622	209-4510-426	SUPPLIES	AQUAPURE-BOTTLE RETURNS 000000	46.35
		I-172024	209-4510-426	SUPPLIES	WATER COOLER RENTAL/RC 000000	14.00
01-0418	BLACK HILLS PIONEER					
		I-063015RC	209-4510-423	PUBLISHING	COMMUNITY PROMO AD/RC 000000	10.00
01-0619	TWILIGHT FIRST AID & SA					
		I-115874	209-4510-426	SUPPLIES	REPLENISH 1ST AIDE SUPPLIES/RC 000000	45.95
01-1365	SD PUBLIC HEALTH LAB					
		I-10565928	209-4510-422	PROFESSIONAL	COLIFORM TESTING 000000	15.00
01-1380	WASTE CONNECTIONS, INC.					
		I-11871637	209-4510-426	SUPPLIES	RC DUMPSTER 000000	65.00
01-2499	PIONEER PRODUCTS, INC.					
		I-SI-82082	209-4510-426	SUPPLIES	(6) GAL FLOOR CLEANER/R CENTER 000000	404.68
01-3151	KONE INC.					
		I-949035608	209-4510-422	PROFESSIONAL	ELEVATOR MAINTENANCE/REC CNTR 000000	133.40
01-3346	REGIONAL HEALTH PHYSICI					
		I-137404C2296	209-4510-422	PROFESSIONAL	TESTING 000000	25.00
01-3377	DAKOTA SECURITY SYSTEMS					
		I-227846	209-4510-425	REPAIRS	BATTERY BACKUP-AIPHONE-LER/RC 000000	519.96
01-3424	BLACK HILLS URGENT CARE					
		I-2484446	209-4510-422	PROFESSIONAL	TESTING 000000	30.00
01-3506	ALSCO					
		I-LCAS960824	209-4510-426	SUPPLIES	MATS/REC CENTER 000000	81.97
		I-LCAS967855	209-4510-426	SUPPLIES	MATS/REC CENTER 000000	81.97
01-3648	NETWORK SERVICES COMPAN					
		I-165056-0	209-4510-426	SUPPLIES	TOILET BOWL CLEANER 000000	77.40
		I-165060-0	209-4510-426	SUPPLIES	SHAMPOO-TISSUE-AIR FRESHNER 000000	273.83
01-3877	MUTUAL OF OMAHA					
		I-6906540	209-4510-415	GROUP INSURAN	LIFE INSURANCE - AUGUST 000000	4.95
				DEPARTMENT 510	REC CENTER	TOTAL: 1,828.56

01-0660 LEAD CHAMBER OF COMMERC

PACKET: 03575 COMBINED - 7/21/15

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: 980 SPECIAL EVENTS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0660	LEAD CHAMBER OF COMMERCE	continued				
		I-061815	209-4980-429	OTHER GOLD CAMP JUBILEE	000000	5,000.00
01-1272	PRAIRIE HILLS TRANSIT					
		I-071315	209-4980-429	OTHER 2015 ALLOCATION	000000	5,000.00
01-1441	DAYS OF '76, INC.					
		I-070715-A	209-4980-429	OTHER 2015 ALLOCATION	000000	5,000.00
DEPARTMENT 980 SPECIAL EVENTS					TOTAL:	15,000.00
FUND 209 BED & BOOZE FUND					TOTAL:	16,828.56

PACKET: 03575 COMBINED - 7/21/15

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
01-0951	DEADWOOD ALIVE					
		I-141-15	215-4572-235	VISITOR MGMT JULY 2015	000000	20,000.00
01-1441	DAYS OF '76, INC.					
		I-070715	215-4572-250	VISITOR MGMT 2015 FUNDING	000000	50,000.00
01-2205	KUCHENBECKER, KEVIN					
		I-203998	215-4572-235	VISITOR MGMT REIMBS. FOR RODEO FLAG	000000	460.18
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 70,460.18
01-0360	ABC BUSINESS SUPPLY					
		I-8556	215-4573-335	HIST. INTERP. TONER CARTRIDGE	000000	74.36
		I-8740	215-4573-335	HIST. INTERP. 32 GB JUMP DRIVE	000000	32.99
01-0578	TWIN CITY HARDWARE & LU					
		I-E24804	215-4573-335	HIST. INTERP. ROLL POLY FILM	000000	69.99
		I-E25194	215-4573-335	HIST. INTERP. ROLL POLY FILM SEALING TAPE	000000	120.97
01-0966	PETTY CASH-FINANCE OFFI					
		I-071515	215-4573-335	HIST. INTERP. REIMBS. TRAVEL (MIKE R.)	000000	18.85
01-2014	TOMS, DON					
		I-2015LC_TRANSCRIPT	215-4573-335	HIST. INTERP. BOOK 3 LETTERS	000000	630.00
01-2698	WWHA / WILD WEST HISTOR					
		I-2015-01	215-4573-325	HIST. INTERP. 2015 RENEWAL	000000	60.00
01-3575	MARYLAND DEPARTMENT OF					
		I-21560	215-4573-335	HIST. INTERP. CONSERVATION TRTMENT CHINA TWN	000000	2,160.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 3,167.16
01-0578	TWIN CITY HARDWARE & LU					
		I-D324849	215-4575-525	GRANT/LOAN PA 71 FOREST SUNDSTROM	000000	88.44
		I-D324990	215-4575-525	GRANT/LOAN PA 23 BURNHAM HANSEN	000000	144.34
		I-D325321	215-4575-525	GRANT/LOAN PA 31 BURNHAM BROWN	000000	105.97
		I-D325521	215-4575-525	GRANT/LOAN PA 61 FOREST CHRISTENSEN	000000	29.99
		I-D325653	215-4575-525	GRANT/LOAN PA 31 BURNHAM BROWN	000000	367.87
		I-D325836	215-4575-525	GRANT/LOAN PA 1 FOREST TIM BERG	000000	201.91
		I-D325837	215-4575-525	GRANT/LOAN PA 1 FOREST TIM BERG	000000	41.99
		I-D325838	215-4575-525	GRANT/LOAN PA 326 WILLIAMS ABRAMS	000000	140.94
		I-D326191	215-4575-525	GRANT/LOAN PA 61 FOREST LESLIE I	000000	19.99
		I-E22492	215-4575-525	GRANT/LOAN PA 61 FOREST CHRISTIANSON	000000	23.96
		I-E23476	215-4575-525	GRANT/LOAN PA 2 DUDLEY	000000	130.43
		I-E24014	215-4575-525	GRANT/LOAN PA 33 JACKSON TROUTON	000000	11.99
		I-E24277	215-4575-525	GRANT/LOAN PA 33 JACKSON TROUTON	000000	51.46

PACKET: 03575 COMBINED - 7/21/15

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-E24746	215-4575-525	GRANT/LOAN PA 2 DUDLEY MORGAN	000000	26.90
		I-E24880	215-4575-525	GRANT/LOAN PA 71 FOREST SUNDSTROM	000000	209.95
		I-E24893	215-4575-525	GRANT/LOAN PA 61 FOREST CHRISTIANSEN	000000	31.99
		I-E25157	215-4575-525	GRANT/LOAN PA 2 DUDLEY MORGAN	000000	29.89
		I-E25157	215-4575-525	GRANT/LOAN PA 2 DUDLEY MORGAN	000000	0.00
01-1387	DEADWOOD GRANITE & MARB					
		I-062915	215-4575-500	GRANT/LOAN CE SLANT GRACE HARPER JOHN KATEN	000000	1,100.00
01-3859	BYRNES, STEPHEN L.					
		I-070815	215-4575-520	GRANT/LOAN PR OUTSIDE OF DWD GRANT ROUND 1	000000	7,045.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA TOTAL:						9,803.01
01-3785	TALLGRASS					
		I-2015-52	215-4576-600	PROFES. SERV. ENTRANCE SIGN REMODEL	000000	900.00
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						900.00
01-0598	SUMMIT SIGNS & SUPPLY,					
		I-46954	215-4577-810	CAPITAL ASSET TEMP SIGNS MICKELSON ADAMS H	000000	255.60
01-1402	SD DEPT. OF TRANSPORTAT					
		I-886882	215-4577-810	CAPITAL ASSET SO GATEWAY TAP GRANT	000000	9,004.58
01-1714	FORCOLI & SONS PAINTING					
		I-06152015-DWD	215-4577-760	CAPITAL ASSET COMBINATION LIGHT FIXTURES	000000	7,757.16
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D6037	215-4577-795	CAPITAL ASSET FIREWISE-C18D6037	000000	5,575.48
01-2625	J. SCULL CONSTRUCTION					
		I-APP 3	215-4577-735	CAPITAL ASSET DAYS OF 76 GRANDSTAND	000000	307,822.50
01-3318	PL CARPENTRY & ASSOCIAT					
		I-070715	215-4577-735	CAPITAL ASSET BLEACHER RAMP LOGS RODEO GRNDS	000000	2,448.00
01-3785	TALLGRASS					
		I-2015-53	215-4577-810	CAPITAL ASSET POWERHOUSE PARK SURVEY	000000	4,030.00
01-3870	HAYNES, RANDOLPH N.					
		I-062415	215-4577-810	CAPITAL ASSET CONSULT POWERHOUSE PARK	000000	312.15
DEPARTMENT 577 HP FIXED CAPITAL ASSETS TOTAL:						337,205.47

PACKET: 03575 COMBINED - 7/21/15

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
01-0340	MIDCONTINENT COMMUNICAT	I-070815	215-4641-428	UTILITIES	3 SIEVER 7/01-07/31/15	000000 65.00
01-0467	CULLIGAN OF THE NORTHER	I-67283	215-4641-426	SUPPLIES	BOTTLED WATER	000000 19.50
		I-67602	215-4641-426	SUPPLIES	WCOOLER RENTAL	000000 15.00
01-0619	TWILIGHT FIRST AID & SA	I-115873	215-4641-426	SUPPLIES	FIRST AID SUPPLIES	000000 19.90
01-0742	OFFICE DEPOT	I-768419285001	215-4641-426	SUPPLIES	COFFEE CUPS	000000 132.45
01-1827	MS MAIL & MARKETING	I-7406	215-4641-423	PUBLISHING	JUNE 2015 NEWSLETTER	000000 543.48
01-2145	BERG, DALE	I-2015-06	215-4641-422	PROFESSIONAL	1/14-6/24/15 MTG	000000 150.00
01-3044	LAWRENCE CO. EQUALIZATI	I-070815	215-4641-423	PUBLISHING	GIS MAP 36X48	000000 30.00
01-3239	NAMMINGA, LYNN	I-2015-07	215-4641-422	PROFESSIONAL	1/14-6/24/15 MTGS	000000 300.00
01-3258	FLOYD, LAURA	I-2015-01	215-4641-422	PROFESSIONAL	1/14-6/24/15 MTG	000000 225.00
01-3605	JOHNSON, MICHAEL	I-2015-02	215-4641-422	PROFESSIONAL	1/14-6/24/15 MTG	000000 200.00
01-3607	WILLIAMS, CHUCK	I-2015-05	215-4641-422	PROFESSIONAL	1/14-6/24/15 MTG	000000 300.00
01-3694	TOEWS, LYMAN	I-2015-03	215-4641-422	PROFESSIONAL	1/14-6/24/15 MTG	000000 275.00
01-3696	BLAIR, THOMAS	I-2015-04	215-4641-422	PROFESSIONAL	1/14-6/24/15 MTG	000000 225.00
01-3877	MUTUAL OF OMAHA	I-6906540	215-4641-415	GROUP INSURAN LIFE INSURANCE - AUGUST		000000 17.33
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						2,517.66
FUND 215 HISTORIC PRESERVATION TOTAL:						424,053.48

PACKET: 03575 COMBINED - 7/21/15

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
01-1257	MORRIS, WAYNE	I-070615	216-1310	DUE FROM OTHE WORK DONE 604 606 MAIN	000000	32,200.00
01-2452	RON RUSSO	I-070715	216-1310	DUE FROM OTHE WORK DONE 628 MAIN	000000	369.59
01-3872	STUEN CONSTRUCTION, LLC	I-070715	216-1310	DUE FROM OTHE WORK DONE 628 MAIN	000000	2,024.83
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						34,594.42
01-0623	LAWRENCE TITLE COMPANY	I-022915	216-4653-422	PROFESSIONAL TITLE WORK 53 FOREST	000000	120.00
01-1496	LAWRENCE CO. REGISTER O	I-070615	216-4653-960	CLOSING CO RECORDING FEE 31 TAYLOR	000000	30.00
01-2857	NEIGHBORHOOD LENDING SE	I-070715	216-4653-422	PROFESSIONAL CONTRACT 1ST 2ND QUARTER 2015	000000	43,450.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						43,600.00
				FUND	216	REVOLVING LOAN
						TOTAL:
						78,194.42

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PACKET: 03575 COMBINED - 7/21/15

VENDOR SET: 01

FUND : 544 ST. AMBROSE PROJECT

DEPARTMENT: 370 ST. AMBROSE

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3527	DAKOTA TREE SPRAYING &	I-6202	544-4370-422	PROFESSIONAL ST. AMBROSE CEMETARY TREES	000000	1,668.00
DEPARTMENT 370 ST. AMBROSE						TOTAL: 1,668.00
FUND 544 ST. AMBROSE PROJECT						TOTAL: 1,668.00

PACKET: 03575 COMBINED - 7/21/15

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
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-150600129	602-4330-426	SUPPLIES	PAGER AIR TIME-V-MAIL/STREETS	000000 16.59
01-0539	LEAD-DEADWOOD SANITARY					
		I-063015	602-4330-425	REPAIRS	PUBLIC BLDGS.USAGE - JULY	000000 843.25
		I-070115	602-4330-422	PROFESSIONAL	EQR & USAGE CHARGE - JUNE	000000 28,339.61
01-0561	SD ONE CALL					
		I-SD15-1724	602-4330-426	SUPPLIES	LOCATE MESSAGES-JUNE 2015/WTR	000000 22.40
01-0619	TWILIGHT FIRST AID & SA					
		I-115870	602-4330-426	SUPPLIES	REPLENISH 1ST AID SUP./WATER	000000 39.54
01-0781	HD SUPPLY WATERWORKS					
		I-E117347	602-4330-425	REPAIRS	HYDRANT EXTENSION KIT	000000 504.50
01-0828	USA BLUEBOOK					
		I-682511	602-4330-426	SUPPLIES	DISPENSERS-RED SPRAY PAINT	000000 156.11
01-0841	TSP, INC.					
		I-0049173	602-4330-433-01	CIP-HIWAY 85	WATER SYSTEM IMPROVEMENTS	000000 5,792.08
01-0966	PETTY CASH-FINANCE OFFI					
		I-071515	602-4330-426	SUPPLIES	POSTAGE	000000 1.98
01-1491	RENNER, DONOVAN					
		I-062415	602-4330-415	GROUP INSURAN	REIMBS.INSURANCE - JUNE	000000 252.01
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-674018	602-4330-426	SUPPLIES	GLOVES	000000 20.03
01-1827	MS MAIL & MARKETING					
		I-7406-A	602-4330-426	SUPPLIES	UTILITY BILL MAILING - JUNE	000000 281.86
01-3429	FERGUSON WATERWORKS #25					
		I-0146097	602-4330-426	SUPPLIES	DIR CONN LEAD W/LG CLIPS	000000 62.19
01-3818	OFTEDAL CONSTRUCTION, I					
		I-PAYREQUEST#4	602-4330-433-01	CIP-HIWAY 85	PAY REQUEST #4/85 PROJECT	000000 150,485.36
01-3875	PMG ENGINEERING					
		I-26528	602-4330-433-01	CIP-HIWAY 85	COMPACTION TESTING/HWY 85 PROJ	000000 510.90
01-3877	MUTUAL OF OMAHA					
		I-6906540	602-4330-415	GROUP INSURAN	LIFE INSURANCE - AUGUST	000000 16.09
DEPARTMENT 330 WATER					TOTAL:	187,344.50
FUND 602 WATER FUND					TOTAL:	187,344.50



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## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 03575 COMBINED - 7/21/15

VENDOR SET: 01

FUND : 607 MT MORIAH CEMETERY OPERAT

DEPARTMENT: 580 MT. MORIAH

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0966	PETTY CASH-FINANCE OFFI					
		I-071515	607-4580-426	SUPPLIES	SUPPLIES FOR MT.MORIAH	000000 10.34
01-1652	BLOOMERS FLOWERS & GIFT					
		I-28138	607-4580-426	SUPPLIES	(2) HANGING BASKETS/MT. MORIAH	000000 70.00
				DEPARTMENT 580	MT. MORIAH	TOTAL: 80.34
				FUND	607 MT MORIAH CEMETERY OPERAT	TOTAL: 80.34

PACKET: 03575 COMBINED - 7/21/15

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3712	PASSPORT PARKING, INC.					
		I-2121	610-4360-422	PROFESSIONAL MOBILE PAY - METERS	000000	71.50
01-3877	MUTUAL OF OMAHA					
		I-6906540	610-4360-415	GROUP INSURAN LIFE INSURANCE - AUGUST	000000	14.85
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						86.35
01-0360	ABC BUSINESS SUPPLY					
		I-8713	610-4361-426	SUPPLIES INK, PAPER, CANNED AIR, FOLDERS	000000	64.55
01-0467	CULLIGAN OF THE NORTHER					
		I-67605	610-4361-426	SUPPLIES SOFTENER RENTAL - TROLLEY	000000	22.00
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-41738	610-4361-426	SUPPLIES A/C COMPRESSOR & SUPPLIES	000000	1,429.01
		I-1-41744	610-4361-425	REPAIRS REPAIR SEVERAL HOSE LEAKS	000000	1,029.65
		I-1-41951	610-4361-425	REPAIRS RE-HUNG EXHAUST/ TROLLEY	000000	288.97
		I-1-41960	610-4361-425	REPAIRS COMPUTER DIAGNOSTIC	000000	25.00
01-0619	TWILIGHT FIRST AID & SA					
		I-115871	610-4361-426	SUPPLIES FIRST AID SUPPLIES	000000	82.75
01-0966	PETTY CASH-FINANCE OFFI					
		I-071515	610-4361-426	SUPPLIES REIMBS.TROLLEY PASSES	000000	20.00
01-1348	EDDIE'S TRUCK CENTER, I					
		I-X201009576:01	610-4361-426	SUPPLIES MICRO V BELT	000000	94.92
01-1503	BLACK HILLS SPECIAL SER					
		I-3526	610-4361-422	PROFESSIONAL TROLLEY CLEANING - JUNE	000000	2,190.00
01-1515	RAPID DELIVERY					
		I-300029	610-4361-426	SUPPLIES DELIVERY FEE - TROLLEY	000000	12.08
01-1543	ZEP SALES & SERVICE					
		I-9001739646	610-4361-426	SUPPLIES ZEP 40, FORMULA, ACCLAIM, LINERS	000000	516.16
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-672460	610-4361-426	SUPPLIES WHEEL NUT	000000	3.29
		I-32-673571	610-4361-426	SUPPLIES FREON	000000	23.96
		I-32-674864	610-4361-426	SUPPLIES BELTS	000000	45.34
01-3877	MUTUAL OF OMAHA					
		I-6906540	610-4361-415	GROUP INSURAN LIFE INSURANCE - AUGUST	000000	9.90
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						5,877.58
FUND 610 PARKING/TRANSPORTATION TOTAL:						5,963.93

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## REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03575 COMBINED - 7/21/15

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.					
		1-949035608	611-4362-422	BOND PAYM	ELEVATOR MAINTENANCE/REC CNTR 000000	133.40
				DEPARTMENT 362	MAIN STREET RAMP	TOTAL: 133.40
				FUND	611 MAIN STREET RAMP	TOTAL: 133.40

PACKET: 03575 COMBINED - 7/21/15

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-14785	701-4324-426	SUPPLIES	EMPTY RECYCLE BINS	000000 850.00
01-0547	M&M SANITATION					
		I-28066	701-4324-426	SUPPLIES	MONTHLY TOILET RENTAL/DUMP	000000 110.00
			DEPARTMENT 324	RUBBLE SITE	TOTAL:	960.00
			FUND	701 RUBBLE SITE	TOTAL:	960.00
					REPORT GRAND TOTAL:	759,666.33

Addtl Bill 7-20-15

## Sales & Use Tax Return

1018-0924-ST  
MUNICIPAL UTILITIES  
CITY OF DEADWOOD  
102 SHERMAN ST  
DEADWOOD, SD 57732-1309  
Confirmation Number: 115160125724513051

South Dakota  
Department of Revenue

Reporting Period: 06/2015  
Return Due: 07/23/2015

A. Sales and Use Tax		Rate		Tax Due	
1. Gross Sales	\$69,328.38				
2. Use Taxable	\$0.00				
3. Non-Taxable Sales	\$0.00				
4. Special Jurisdictions (Indian Country, Reservations)					
5. State Sales and Use Tax	\$69,328.38	4.00%		\$2,773.14	
B. City Tax					
City	Taxable	Code	Rate	Taxable	Code Rate Tax Due
Deadwood	\$62,795.63	093-2	2.00%	\$8,012.57	093-1 1.00% \$1,336.04
Total City Tax Due					\$1,336.04
C. Tourism Tax					
D. Other Taxes					
E. Totals					
Total Tax Due					\$4,109.18
Allowance					\$61.64
Total Due					\$4,047.54

7/20/15

## **Mayor's Proclamation for Responsible Gaming Education Week**

Responsible Gaming Education Week (RGEW), held annually during the first full week of August, was created by the American Gaming Association (AGA) and is observed by the Deadwood Gaming Association (DGA) to increase awareness among industry employees and customers of problem gambling and to promote responsible gaming nationwide.

Yet, year-round casino gaming companies provide education, programming, training and awareness devoted to helping the approximately one percent of the population who struggle with gambling addiction. The gaming industry pledges to employees, patrons and the community to make responsible gaming an integral part of daily casino gaming operations across the U.S.

Our pledge includes:

1. **Prevention of underage gambling and unattended minors in casinos.**
2. **Promotion, education and training of responsible gaming.**
3. **Access to responsible gaming awareness information and a toll-free help-line number for those who may need help.**
4. **Support of scientific, research-based policies and recommendations on gambling and health.**

Millions of Americans every year play responsibly, leading to tremendous growth in communities like Deadwood across the country. Gaming activity results in tremendous economic impact through tax revenue generation and jobs across the country.

Now, Therefore, I, Mayor Charles Turbiville, on behalf of the City of Deadwood and in conjunction with the Deadwood Gaming Association do hereby proclaim Monday, August 3<sup>rd</sup> through Friday, August 7<sup>th</sup> 2015 as National Responsible Gaming Education Week in Deadwood, South Dakota.

\_\_\_\_\_  
Mayor Charles Turbiville



7-2015  
5B

**PROCLAMATION**  
**CITY OF DEADWOOD**  
**OFFICE OF THE MAYOR**  
**SARAH SOLANO DAY**

WHEREAS, SARAH SOLANO OFFICIALLY BEGAN HER EMPLOYMENT WITH THE CITY OF DEADWOOD ON APRIL 2, 1990 AFTER SERVING WITH THE LAWRENCE COUNTY DISPATCH CENTER AS A DISPATCHER FOR ALMOST FIVE YEARS.

WHEREAS, SARAH HAS BEEN A DEVOTED SERVANT OF THE DEADWOOD COMMUNITY AS WELL AS THE SURROUNDING COMMUNITY.

WHEREAS, SARAH DEDICATED THE PAST 30 YEARS OF HER LIFE TO FAITHFULLY SERVING THE DEADWOOD COMMUNITY AS AN OFFICE MANAGER FOR THE POLICE DEPARTMENT, A DISPATCHER FOR THE LAWRENCE COUNTY SHERIFF'S OFFICE, AND A POLICE RESERVE FOR THE DEADWOOD AND LEAD POLICE DEPARTMENTS.

WHEREAS, SARAH HAS BEEN A STAPLE AT THE FRONT DESK OF THE POLICE DEPARTMENT ASSISTING THE PUBLIC WITH OBTAINING POLICE SERVICES.

WHEREAS, SARAH HAS KEPT THE ADMINISTRATIVE SIDE OF THE POLICE DEPARTMENT RUNNING IN AN EFFICIENT MANNER FOR OVER THE PAST 25 YEARS.

NOW, THEREFORE, I, MAYOR CHARLES "CHUCK" TURBIVILLE, DO HEREBY PROCLAIM JULY 24, 2015. AS

**SARAH SOLANO DAY IN THE CITY OF DEADWOOD**

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 20<sup>TH</sup> DAY OF JULY, 2015.

\_\_\_\_\_  
CHARLES "CHUCK" TURBIVILLE, MAYOR



Climate data for <u>Rapid City Regional Airport, South Dakota (1981–2010 normals, extremes 1942–present)</u> <sup>[a]</sup>													
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Record high °F (°C)	76 (24)	75 (24)	83 (28)	93 (34)	98 (37)	109 (43)	111 (44)	107 (42)	104 (40)	96 (36)	83 (28)	75 (24)	111 (44)
Average high °F (°C)	37.1 (2.8)	39.6 (4.2)	47.9 (8.8)	58.3 (14.6)	67.8 (19.9)	77.8 (25.4)	87.1 (30.6)	86.4 (30.2)	75.6 (24.2)	61.4 (16.3)	47.0 (8.3)	36.9 (2.7)	60.4 (15.8)
Average low °F (°C)	12.9 (−10.6)	15.1 (−9.4)	22.9 (−5.1)	31.8 (−0.1)	42.1 (5.6)	51.2 (10.7)	58.1 (14.5)	56.6 (13.7)	46.0 (7.8)	34.1 (1.2)	22.1 (−5.5)	13.0 (−10.6)	33.9 (1.1)
Record low °F (°C)	−27 (−33)	−31 (−35)	−21 (−29)	1 (−17)	18 (−8)	31 (−1)	39 (4)	38 (3)	18 (−8)	−2 (−19)	−19 (−28)	−30 (−34)	−31 (−35)
Average <u>precipitation</u> inches (mm)	0.30 (7.6)	0.44 (11.2)	0.93 (23.6)	1.80 (45.7)	3.22 (81.8)	2.53 (64.3)	1.85 (47)	1.56 (39.6)	1.29 (32.8)	1.42 (36.1)	0.53 (13.5)	0.42 (10.7)	16.29 (413.8)
Average snowfall inches (cm)	4.4 (11.2)	5.8 (14.7)	8.7 (22.1)	7.9 (20.1)	1.1 (2.8)	0 (0)	0 (0)	0 (0)	0.2 (0.5)	1.6 (4.1)	6.0 (15.2)	5.4 (13.7)	41.1 (104.4)
Avg. precipitation days (≥ 0.01 in)	5.4	5.7	7.6	9.5	11.7	12.3	9.5	7.7	7.0	7.2	5.3	5.4	94.3
Avg. snowy days (≥ 0.1 in)	5.4	5.8	5.3	4.4	0.4	0	0	0	0.4	1.5	4.1	5.8	33.1
Avg. <u>relative humidity</u> (%)	63.5	65.1	63.8	58.6	60.8	61.9	56.2	52.6	53.5	54.2	62.2	64.8	59.8
Mean monthly <u>sunshine</u> hours	163.5	174.0	233.9	246.9	274.3	310.5	335.5	323.8	261.9	226.0	156.6	149.9	2,856.8
Percent <u>possible</u> sunshine	57	59	63	61	60	67	72	75	70	66	54	54	64

Source: NOAA (*relative humidity and sun 1961–1990*)<sup>[16][17][21][19]</sup>

Source: NOAA (relative humidity and sun 1961–1990)<sup>[a]</sup><sup>[b]</sup><sup>[c]</sup><sup>[d]</sup><sup>[e]</sup><sup>[f]</sup><sup>[g]</sup><sup>[h]</sup><sup>[i]</sup><sup>[j]</sup><sup>[k]</sup><sup>[l]</sup><sup>[m]</sup><sup>[n]</sup><sup>[o]</sup><sup>[p]</sup><sup>[q]</sup><sup>[r]</sup><sup>[s]</sup><sup>[t]</sup><sup>[u]</sup><sup>[v]</sup><sup>[w]</sup><sup>[x]</sup><sup>[y]</sup><sup>[z]</sup>

As you can see, on average, the month of May is the wettest month of the year, with 20% of the annual rainfall. The Chamber assigned this time for this event and would not allow me an alternate date because of conflicting Deadwood events. Because of this allotted time period, weather insurance for a motorsports event in this area, being based on an actuary of motorsports classification, weather, track construction, and projected attendance made this event uninsurable. They considered the date of this event as a 50% chance of rain. It was not feasible to pay a 30% - 45% premium based on the amount of sponsorship money I had available in front of this event.

12015



Further, I even said the last time I was here; I wanted to stick to the weather issue because I truly thought you would do the right thing. I didn't want to get into this issue, because I didn't want to turn this minor rental fee into a legal issue. But you backed me into a corner, which is why I'm here again. The weather wasn't the only problem, it only amplified the problem; the real problem is the '76 Rodeo Grounds has a water table that is just a matter of a couple feet under the floor level of the arena. The ground pressure that a motorsports event can create on that arena floor causes water to pump through the sand material and turns the arena floor into a soupy mess. Now I know that we could have chased the water table until hell froze over and the result would have been the same, rain or no rain, so the conclusion is that there is no way a motorsports event can be held at the Rodeo Grounds. We proved it with fairly light weight machines. Even if I had been stupid enough to purchase high risk weather insurance, they never would have paid off for an unsuitable venue surface and that would have been very evident even up until now as there is still water standing on the arena floor because the water table will not allow it to drain. It's the only dirt field in the City with small ponds of water standing on it, and I have up to date pictures to prove it.

The reality of the matter is; whether or not I had weather insurance, has no bearing on the issue of your responsibility of doing the right thing. My question is; why would you not return the rental fee for Sunday when we did not use the Grounds on that day. It couldn't be because you had someone lined up who could or would have rented the Rodeo Grounds that day. Just because we scheduled to use it and we changed our minds, for whatever reason, doesn't mean that the right thing is for you to keep our rental fee. The '76 Rodeo Grounds Complex rental agreement does not state that there is no refund of rental fees based on the date, or time limit, that a promoter decides to not use the complex. In fact it says nothing at all concerning the conditions of rental fee refunds, except to notify the City within a reasonable time if there was a requirement for the response of a city department on the day in question, which was not the case on Sunday, May 17<sup>th</sup>. Per the #1 condition on the rental agreement we did not charge an additional admission fee for Sunday, thus the Grounds were not used for profit, nor were they used for any reason. So no rental fee should be charged and we, the promoters, should expect a refund, regardless of any conditions. We could have cancelled that day for any reason, it is none of your business why, as long as the timing for the event would have allowed the entire event that we charged admission

for to be presented on the previous weekend day. The mere mention by Commission members that there was any reason, be it weather, or how I obtained the money to pay the rental fees is a violation of my rights by entering an over reach into how I should have conducted by business, which is none of yours as long as I met all the conditions of the rental agreement, and your decision and actions were a violation of the clear and concise conditions of the City's own application for rental of the venue.

## 76 RODEO GROUNDS COMPLEX RENTAL AGREEMENT

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Deadwood, hereinafter referred to as "DEADWOOD" AND \_\_\_\_\_, hereinafter referred to as "RENTER."

The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD rents to RENTER to use the Deadwood 76 Rodeo Grounds complex hereinafter referred to as the "RODEO GROUNDS" owned by the City of Deadwood.

Upon the terms and conditions hereof, DEADWOOD grants and RENTER accepts a non-assignable right for the RENTER to use and occupy the RODEO GROUNDS in the City of Deadwood.

The following additional terms and conditions are to be met:

1. The rental fee shall be Five Hundred Dollars (\$500) per day if said RENTER is charging the general public an admission fee to the RODEO GROUNDS and event is a for profit event;
2. The RENTER shall pay a One Thousand Dollar (\$1,000) cleaning/damage deposit unless waived by the City Commission;
3. The RENTER shall be responsible for cleanup of the grounds;
4. The RENTER should make arrangements with the Public Works Director for a walk-through of the RODEO GROUNDS prior to use;
5. The RENTER shall provide proof of liability insurance in the amount of at least one million dollars (\$1,000,000.00) showing city of Deadwood as additional insured prior to use of facility.
6. The cleaning/damage deposit shall be received by the City Finance Officer at least thirty (30) days before the rental date, unless otherwise agreed to. If the grounds are cleaned properly and pass City inspection, the deposit amount will be returned to the RENTER after 12:00 PM the day after the rental or Monday after 12:00 PM if rental is on a weekend. If the grounds were not cleaned to the satisfaction of the Public Works Director, or there are damages to the facility, equipment or surrounding grounds, part of all of the deposit will be forfeited. All costs are at the discretion of DEADWOOD.
7. RENTER specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located in or stored in or upon DEADWOOD'S property pursuant to this Agreement and that DEADWOOD shall not be responsible for any damage or loss to or of RENTER'S property, which results from any cause or reason with regard to personal property, owned by RENTER stored or located on DEADWOOD'S property pursuant to this Agreement.

**PARKING LEASE WITH**  
**KODIAK'S ARCADE AND SHOOTING GALLERY**

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY", and KODIAK'S ARCADE AND SHOOTING GALLERY of 83 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "KODIAK'S".

CITY and KODIAK'S agree that KODIAK'S shall rent (2) two spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles in the Miller Street parking lot under the following terms and conditions:

**I.**

The term of this lease shall be for (12) twelve months, to commence on August 1, 2015 and terminate on July 31, 2016. The parties acknowledge and agree that KODIAK'S, its employees, representatives and invitees may use (2) two parking spaces Monday through Friday from 8:00 a.m. to 5:00 p.m.

**II.**

KODIAK'S agrees to pay to CITY as rent the sum of fifty and No/100ths Dollars (\$50.00) plus tax per month per space for the entire (12) twelve month period of this lease with the first payment due and payable on or before the 1<sup>st</sup> day of August, with payment made the first day of each following month through July, 2016.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a full (12) twelve month period, and that KODIAK'S is obligated to pay this parking fee per space per month for the full (12) twelve months without regard to whether or not KODIAK'S uses said spaces.

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of (10%) ten percent of the unpaid and outstanding rent. If the rent payment is more than (15) fifteen days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to renter.

### III.

KODIAK'S and CITY agree that KODIAK'S shall be assigned a specific space by CITY in the Miller Street parking lot and that such space will be available at all times described above for use by KODIAK'S.

KODIAK'S shall be responsible for all costs of signage, CITY shall install all signage. KODIAK'S agrees to abide by all rules and regulations established by CITY for the Miller Street parking lot. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

### IV.

KODIAK'S agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. KODIAK'S acknowledges and agrees that it bears all risks of the vehicle being stolen or damaged and holds CITY harmless from any and all liability for damages to any vehicles parked in the Miller Street parking lot including but not limited to theft or damage to vehicles or property in said vehicles. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to KODIAK'S vehicles or its contents while parking in the Miller Street parking lot. KODIAK'S agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the Miller Street parking lot at its own risk and responsibility.

### V.

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

### VI.

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

Dated this 20th day of July, 2015.

**CITY OF DEADWOOD**

By: \_\_\_\_\_  
Charles Turbiville  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson  
Finance Officer

Dated this \_\_\_\_\_ day of July, 2015.

\_\_\_\_\_  
Kodiak's Arcade and Shooting Gallery

7-20-15  
6B

STATE OF SOUTH DAKOTA  
GRANT AGREEMENT  
BETWEEN

City of Deadwood  
Attn: Ron Green  
67 Dunlop Avenue  
Deadwood, SD 57732

Referred to as "Grantee"

South Dakota Department of Health  
Public Health Preparedness and Response  
600 East Capitol Avenue  
Pierre, SD 57501

Referred to as "State"

State and Grantee hereby enter into an agreement to award Federal financial assistance to Grantee for the purpose of enhancing their mosquito control efforts.

I. GRANTEE

- A. Grantee is entitled to receive the Federal financial assistance award at the following time(s): upon receipt of signed grant agreement and W-9 form. The Grantee's project period begins July 1, 2015 and ends June 30, 2016.
- B. Grantee is not a full or part-time employee of State or any agency of the state of South Dakota.
- C. Grantee is solely responsible for determining any and all taxes due and owing from receipt of this grant award.
- D. Grantee agrees to:
  - 1. Utilize funds for the sole purpose of enhancing their mosquito control efforts. Funds may not be used to supplant existing funding or planned expenditures.
  - 2. Mosquito control chemicals and/or equipment purchased under this grant agreement becomes the sole property and responsibility of the Grantee.
  - 3. Where possible, the Grantee agrees to provide State with relevant electronic data obtained during the conduct of control efforts. Report trapping and surveillance data via the SDSU Web-based mosquito population graphing program at: <http://www.sdstate.edu/mosqcount/>
- E. INSURANCE: Grantee agrees, at its sole cost and expense, to maintain the following insurance:
  - 1. Commercial General Liability Insurance:  
Grantee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such

insurance contains a general aggregate limit it shall apply separately to this grant or be no less than two times the occurrence limit.

2. Professional Liability Insurance:

Grantee shall procure and maintain professional liability insurance with a limit of not less than one million dollars.

3. Business Automobile Liability Insurance:

Grantee shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

4. Worker's Compensation Insurance:

Grantee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

5. Certificates of Insurance:

Before beginning work under this Grant, Grantee shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Grant. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Grantee shall furnish copies of insurance policies if requested by State.

- F. Grantee agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as a result of performing services hereunder. This section does not require Grantee to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents or employees.
- G. This grant does not require Grantee to engage in a function or activity involving the use or disclosure of State's Protected Health Information (PHI), as defined in the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR § 160.103.

II. STATE

- A. State will award Grantee a Federal financial assistance award of \$1,187.00 at the following time(s) upon receipt of signed grant agreement and W-9 form.



### III. OTHER PROVISIONS

- A. **CHOICE OF LAW AND FORUM.** The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.
- B. **INTEGRATION.** This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.
- C. **TERMINATION:** This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by State for cause at any time, with or without notice.
- D. **NOTICE:** Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Grantee Contact Person on behalf of Grantee, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- E. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Grantee agrees that neither Grantee, nor any of Grantee's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Grantee will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Grantee, or any of Grantee's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. Grantee further agrees that if this contract involves federal funds or federally mandated compliance, then Grantee is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).
- F. **FUNDING TERMINATION:** This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.
- G. **NONASSIGNMENT/SUBCONTRACTING:** Grantee shall not assign this contract, or any portion thereof, without the prior written consent of State. Grantee's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The Grantee may not use subcontractors to perform the services described herein without the express prior written consent of State. Grantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Grantee will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- H. **FEDERAL AND STATE LAWS:** Grantee agrees that it will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as prohibited by state or federal law.
- I. **OWNERSHIP:** All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this contract, excluding medical records kept in the normal course of Grantee's business, will become the sole property of State. State hereby grants Grantee the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of Grantee's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to State, of all technical data, evaluations, reports and other work product of Grantee shall be delivered to State upon completion or termination of services under this contract.
- J. **REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:** Grantee agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Grantee or State to liability. Reporting to State under this section does not satisfy Grantee's obligation to report any event to law enforcement or other entities as required by law.

- K. SEVERABILITY: In the event that any term or provision of this contract shall violate any applicable law, such provision does not invalidate any other provision hereof.
- L. AUDIT REQUIREMENTS:  
(EXPENDING \$750,000 OR MORE)  
A nonprofit subrecipient, (as well as profit hospitals) (Grantee), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chappelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.
- Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completed satisfactorily.
- M. PERSONNEL: Neither the Grantee nor any employee or agent thereof will hold him or herself out as or claim to be an officer or employee of State and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of State including, but not limited to, workers' compensation, health, life, malpractice insurance, and retirement membership or credit.
- N. FORCE MAJEURE: Neither Grantee nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.
- O. CONTRACT ORIGINAL AND COPIES: An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Grantee.
- P. RECORD RETENTION/EXAMINATION: Grantee agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.
- Q. DRUG FREE WORK PLACE: Grantee agrees to encourage all its employees to refrain from using illegal drugs which may affect an employee's ability to perform the essential functions required under the terms and conditions of this contract. State reserves the right to terminate this contract if Grantee, or any of its employees or agents, is convicted of using illegal drugs. Grantee further agrees that if this contract involves federal funds or federally mandated compliance, then Grantee is in compliance with the requirements of the "Drug-Free Workplace Act" (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. §§ 701 et seq.).
- R. LOBBYING: Grantee agrees to not use any of the funds received pursuant to this contract for lobbying purposes. Grantee further agrees that if this contract involves federal funds or federally mandated compliance, the Grantee is in compliance with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including Certification and Disclosure, 29 C.F.R. § 93110 (1990).
- S. RECYCLING: State strongly encourages Grantee to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.

The parties signify their agreement by signing below.

\_\_\_\_\_  
Thomas E. Martinec, Director  
Health Systems Development and Regulation  
Department of Health

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Grantee Name

\_\_\_\_\_  
Kari J. Williams  
Administrator, Financial Management  
Department of Health

\_\_\_\_\_  
Date

State Contact Person: Susan Gannon

Phone: (605)773-5952

Grantee Contact Person: Ron Green

Phone: 605-578-3028

**The following shall be completed by the Grantee:**

Nonprofit \_\_ Profit \_\_

Grantee fiscal year beginning \_\_\_\_\_ and ending \_\_\_\_\_

**The following shall be completed by the State:**

MSA Account code 5 2 0 4 \_\_\_\_\_

Fund Source Name: 3049-0903001-736	Fund Source Name:	Fund Source Name:
CFDA No:	CFDA No:	CFDA No:
Program: Public Health Preparedness	Program:	Program:
CO:2018-Federal	CO: 2018-Federal	CO: 2018-Federal
3049-Other	3047-Other	3047-Other
1000-General \$ 1,187.00	1000--General	1000-General

G0A070215

Personnel Policy Manual  
Portion of policy 4.13

7/20/15  
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4.13 Wage of full-time new hires, transfers within a department, and transfers to another department will be 90% of the existing wage for the job he or she is filling. After completion of one year, employee wages are increased to 95% of all other employees in that department or job classification. After completion of two years, the remaining 5% will be granted to bring employee up to current wage of other employees in that classification. This policy does not apply to department head positions.

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



7/20/15  
UD

ROBERT NELSON JR  
Planning & Zoning Administrator  
Telephone: (605) 578-2082  
Fax: (605) 578-2084  
[robin@cityofdeadwood.com](mailto:robin@cityofdeadwood.com)

## MEMORANDUM

**Date:** July 13, 2015  
**To:** Deadwood City Commission  
**From:** Robert Nelson Jr, Planning & Zoning Administrator  
**Re:** 2015 Western Planner Conference – Laramie, WY

Robert Nelson Jr requests permission for Kevin Kuchenbecker and he to attend the "2015 Western Planner Conference" scheduled for Tuesday, August 18 – Friday, August 21, 2015 in Laramie, Wyoming.

Estimated cost to attend is:

**\$1147.80**

*\*Total includes Standard Registration & rooms for both attendees*

Conference Registration Fee for each attendee:

\$275 (Early Bird by July 24)

\$300 (Standard after July 24)

Transportation – City Vehicle will be used:

\$0

*\*departing 8/18/2015 & returning on 8/21/2015*

Hotel Rooms total estimated for both attendees:

\$547.80

*\*Hilton Garden Inn rates are \$83.00 per night*

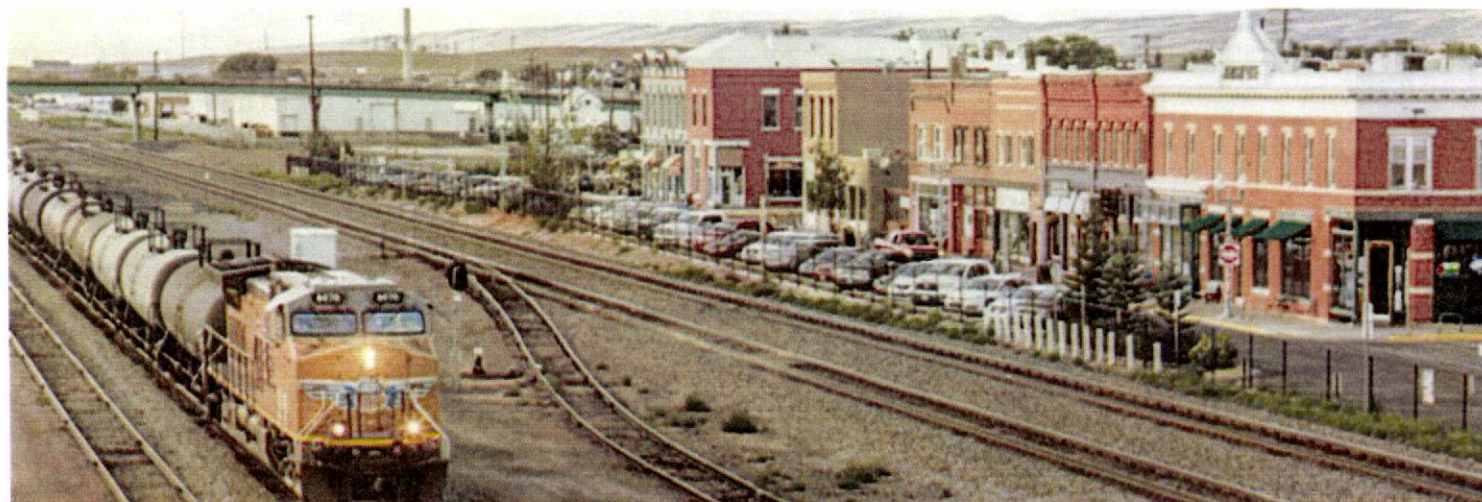
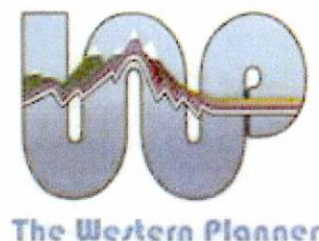
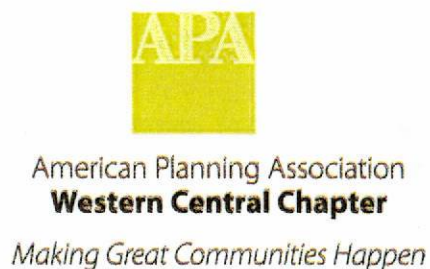
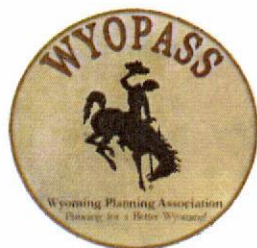


# WESTERN PLANNER CONFERENCE SCHEDULE

*Preliminary as of 5/28/2015*

**Tuesday, August 18, 2015**

8:00 AM - 4:00 PM	 <b>Western Planner Board Meeting</b> <i>Hilton Garden Inn Board Room</i> <i>All Members are Welcome</i>	
4:30 - 6:00 PM	 <b>Wyopass Board Meeting</b> <i>Location TBA</i> <i>All Members are Welcome</i>	 <b>Western Central Chapter APA - Board Meeting</b> <i>Location TBA</i> <i>All Members are Welcome</i>
2:30 - 5:30 PM	<b>Early Registration—Hilton Garden Inn, West Lobby</b>	
6:00 - 7:30 PM	 <b>Opening Reception—Holiday Inn</b> <b>Cash Bar, Light Hors d'ourves</b>	







# WESTERN PLANNER CONFERENCE SCHEDULE

*Preliminary as of 5/28/2015*

**Wednesday, August 19, 2015**

7:00 - 8:00 AM	Registration and Continental Breakfast—Hilton Garden Inn		
8:00 - 8:15	<b>Welcome and Introduction</b> David A. Paulekas, City of Laramie Mayor; Janine Jordan, MMA Laramie; City Manager ; Charles Bloom, AICP, WyoPass President		
8:15 - 9:30 AM	<b>Opening Session—Main Room</b> Shawn Reese, AICP Chief Executive Officer Wyoming Business Council		
9:30 - 9:45 AM	Break		
9:45 - 11:00 AM	<b>Collaborative Planning to Develop Technology-Driven Industries</b> BHA / Coffey Engineering / CBI	TBA	<b>Big Box Design Standards 2.0: Mixing Uses, Shrinking Structures and Focusing on Results</b> Elizabeth Garvin, Esq. AICP, and Matt Ashby, AICP
11:00 - 11:15 AM	Break		
11:15 - 12:30 PM	<b>Exploring Tribal Transportation</b> William Kelly, Eastern Washington University	TBA	<b>Policy Tools for Implementing Authentic Downtown Character</b> Jessica Ibenes and Aaron Steele
12:30 - 1:45 PM	Lunch on your own. Explore historic downtown Laramie [ACTA or Hilton Shuttle]		
1:45 - 3:00 PM	<b>Indicators for Western Regional Planning: The Western Yellowstone Experience</b> David Wortman	<b>The Benefits and Rewards of Community Engagement</b> Anne Best Johnson, AICP	<b>Planning for Rooftop Solar Power and Trees: Natural partners (No, Really)</b> Dan Staley
3:00 - 3:15 PM	Break		
3:15 - 4:30 PM	<b>Disaster Recovery Planning: Why Planners should be involved</b> Tim Gelston and Tom Rounds FEMA Region VII: Recovery Division	<b>A Band, A Bar, and an Old Building – Marketing Western Brownfields</b> Matt Ashby, AICP; Gene MacDonald, AICP;; and Scott Wilson AICP	<b>Renewing Downtown by Preserving its Past</b> Michael Davenport
4:30 - 6:00 PM	Dinner on your own		
6:00 - 9:00 PM			<b>Wyoming Craft Beer Crawl</b> Meet at 1st Street Plaza (1st and Grand) <b>FEE \$18</b>



# WESTERN PLANNER CONFERENCE SCHEDULE

*Preliminary as of 5/28/2015*

**Thursday, August 20, 2015**

7:30 - 8:30 AM	Registration and Continental Breakfast—Hilton Garden Inn		
8:30 - 9:45 AM	Westside Revitalization <i>Tony Hoch, Laramie Rivers Conservation District</i>	Medicine-Bow Rail-Trails Planning and Implementation <i>Amber Travsky, Dr. William Gribb, AICP</i>	GIS: Taming The Beast <i>Angela Parker</i>
9:45 - 10:00 AM	Break		
10:00 - 11:15 AM	Herding Cats and Wrangling Wild Horses: Bicycle Planning in the West <i>Jeff Wiggins and Sreyoshi Chakraborty</i>	Western Planner Legal Corner 2015 <i>Elizabeth Garvin, Esq., AICP (Law Credit)</i>	Community Planning without Public Schools? A Case for Plan- ners in Education <i>Candace Stowel, Melanie Sloan and Carrie Makarewicz</i>
11:15 - 11:30 AM	Break		
11:30 - 12:45 PM	Planning Policy Guidance for Climate Adaptation: Green Infrastructure, Human Health and Urban Renewable Energy Goals <i>Dan Staley</i>	Approaches to Developing Urban Sus- tainability Metrics and Performance Indicators <i>Dr. Austin Troy, Associate Professor Uni- versity of Colorado</i>	Planning for "Net Zero" Water – A New Protocol and Toolkit <i>Shelby Sommer</i>
12:45 - 2:00 PM	Lunch on your own. Explore uptown Laramie		
2:00 - 3:15 PM	Relationship Between Envi- ronmental Design and Crime <i>Dr. Austin Troy, Associate Professor University of Colorado</i>	New Planner Boot Camp – "Everything Nobody Bothered to Tell You" Part 1 <i>Joanne Garnett, FAICP And others</i>	Revitalizing Downtown <i>Trey Sherwood, Laramie Main Street Alliance</i>
3:15 - 3:30 PM	Break		
3:30 - 4:45 PM	Beyond Disasters: Making Resilience a Sustainable Advantage for Communities <i>Brian Wilkerson and Melissa Antol</i>	New Planner Boot Camp – "Everything Nobody Bothered to Tell You" Part 2 <i>Joanne Garnett, FAICP And others</i>	The Perils and Plusses of Manag- ing a Community Development Department in a Small Urban Community <i>Randy Hunt, AICP, City of Laramie Community Development Director</i>
5:30 - 9:00 PM	<b>Dinner Reception and Awards Ceremony</b> <i>at the Wyoming Territorial Prison</i> <b>One-hour prison tours starting at 5:30 and 5:45</b> <b>Dinner at 6:30</b> <b>"Wyoming vs. The World" Softball Game</b> <b>Live Music by The Flashbacks</b>		



# WESTERN PLANNER CONFERENCE SCHEDULE

*Preliminary as of 5/28/2015*

**Friday, August 21, 2015**

7:30 - 8:30 AM	Registration and Continental Breakfast—Hilton Garden Inn			
8:00 - 10:30 AM Mobile Workshops	Rail Trail Tour (Meet in Hilton Front Lobby)	University Cave Automatic Virtual Environment (CAVE) Tour (Meet at Hilton Bus stop)	Cheyenne Brownfield Tour Ends at 11:30 (Meet in Hilton Front Lobby)	
8:30 - 10:30 AM Mobile Workshops	University Historic District (Meet at Hilton Bus Stop)	Laramie River Restoration Project (Meet at the Hilton Front Lobby)	Downtown Laramie Walking Tour (Meet at First Street Plaza)	University of Wyoming Tour (Historic vs. New) (Meet at Rochelle Gateway Center)
10:30 - 12:00 PM	Plenary Session Ken Shroeppel, Downtown Denver Partnership			
12:00 - 1:30 PM	Lunch on your own. Explore Laramie			
1:30 - 2:45 PM	Ethics Session TBA (Ethics Credit)	Management: Motivation and Performance Mark Collins, Associate Vice President of Administrative Operation, University of Wyoming	How to Navigate the New FCC Wireless Rules and Regulations Tom Duchen and Bob Duchen, River Oaks Communications Corporation	
2:45 - 3:00 PM	Break			
3:00 - 4:15 PM	Wyoming Capitol Square Project –A Preservation Effort Rachel Girt	Urban Development in a Rural Setting Amber Vogt	Roundtable Discussion: What Makes Something Significant as a Place Derek Teini, AICP	
4:15 - 5:00 PM	Closing Session—Conference Summary—Main Room			

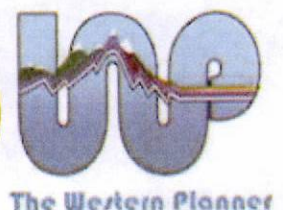
\*CM Credits Pending. It is the intent that all sessions will be approved for 1.25 credits and as applicable, law and ethics.

**Sponsors: \$500+**

**AYRES  
ASSOCIATES**



American Planning Association  
**Western Central Chapter**  
*Making Great Communities Happen*



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



Kevin Kuchenbecker  
Historic Preservation Officer  
Telephone (605) 578-2082  
Kevin@cityofdeadwood.com

7/20/15  
KE

## **MEMORANDUM**

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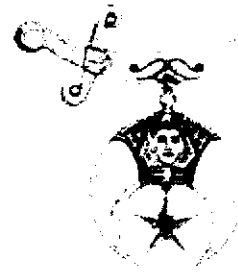
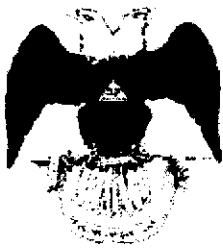
**Date:** July 17, 2015  
**To:** Deadwood City Commission  
**From:** Deadwood Historic Preservation Commission  
**Re:** Historic Preservation Emergency Funding – Masonic Temple

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The Masonic Center Association requested emergency funding from the Deadwood Historic Preservation Commission to assist in offsetting cost for the replacement of two air conditioner compressors that failed. The Deadwood Alive conducts the Trial of Jack McCall nightly throughout the season to thousands of visitors within the Masonic Temple and the need for air conditioning as they enter into the summer is greatly needed. An Estimate from One Way Service Pros was given in the amount of \$4,906.51 and work can be done immediately.

### ***Recommendation:***

The Deadwood Historic Preservation Commission agreed to support the Masonic Center Association's emergency grant funding request and recommends the Deadwood City Commission approve funding not to exceed the amount of \$4,906.51 to assist in covering the formidable costs to replace two air conditioner compressors that failed in the Masonic Temple located on Main Street out of 2015 HP Non-Profit budget item.



**Masonic Center Association  
PO Box 357  
Deadwood, SD 57732  
605-578-1428**

June 30, 2015

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

Dear Kevin,

The Masonic Center Association is requesting emergency funding to replace two air conditioner compressors that have failed as we enter our busy summer season. One Way Service Pros have provided an estimate of \$4,906.51 and can do the work immediately. As you are aware, Deadwood Alive conducts the Trial of Jack McCall nightly throughout the season to thousands of visitors. As funding is tight for our building association, we are asking for your help so we do not inconvenience these Trial guests in the height of the season.

We certainly appreciate the great relationship the Masonic Center Association has enjoyed with the Deadwood Historic Preservation Commission as we strive to keep the Masonic Temple a proud part of Deadwood.

Thank you,

Willie Steinlicht  
President  
Deadwood Masonic Center Association



CITY OF  
**DEADWOOD**

**PUBLIC WORKS DEPARTMENT**

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

7/20/15  
GF

July 20, 2015

**MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION**

From: Ron Green

Subject: Motor Grader Repairs

**SUMMARY**

During the June 15, 2015 Commission Meeting, permission was given to send our motor grader to Butler Machinery for repairs, with repair costs quoted at \$3,600.00. As these repairs were being completed additional problems were discovered. Butler Machinery sent an itemized quote for a total of \$17,192.00 which includes the repairs already completed. Most of the additional items, that have been identified, can be completed by our mechanic at a much cheaper cost. Some of the items we do not have the ability to perform and I am asking permission for Butler Machinery to do these additional repairs. On the attached itemized quote the items highlighted in pink are the repairs that were budgeted for and have been made. Items highlighted in yellow are repairs that we can perform and the items with no highlight are ones that I would like to have Butler Machinery perform. They total \$3,900.00

**RECOMMENDATION**

On the itemized quote, parts cost are estimated. It is my recommendation that the Commission give permission to have Butler Machinery perform additional repairs to our motor grader at a cost not to exceed \$4,300.00



**Butler Machinery**  
**Service Repair Quotation**  
**Q0601281-01**

Quote Number ..... :Q0601281-01  
 Prepared By ..... :LENNIE SKILLINGSTAD

Quote Date ..... :2015-07-08  
 Valid Until ..... :2015-08-07

We are pleased to provide the following quotation for the services identified below

**PREPARED FOR**

Customer Name ..... :CITY OF DEADWOOD

Address ..... :  
 102 SHERMAN ST  
 DEADWOOD SD

Make	Model	Serial Number	Unit Number
Cat	143H	01AL01163	

**Explanation of Type:**

"Est." amounts may be more or less than your final invoice.

"Time & Material" items will be billed at the actual price of the time, parts and miscellaneous charges.

"Firm" Parts Labor Misc items are firm priced and will be invoiced at that price.

**WORK TO BE PERFORMED**

Segment	Description	Type	Amount
01	CLEAN MACHINE PARTIAL CLEAN AFFECTED AREAS	Firm Labor	184.00
02	LIFT & BLOCK MACHINE	Firm Labor	232.00
03	REPLACE CASKET/RESEAL TANDEM DRIVE BOTH SIDES	Firm Labor	1,020.00
04	REPLACE CIRCLE SHOES WEAR STRIP	Firm Labor	754.00
		Est. Parts	1,100.00
05	REPLACE MOLDBOARD RAIL WEAR STRIP	Firm Labor	435.00
		Est. Parts	400.00
06	REPLACE BUSHING/BEARING CUTTER MOLDBOARD PIVOT	Firm Labor	698.00
		Est. Parts	980.00
07	ADJUST CIRCLE DRAWBAR	Firm Labor	319.00
08	ADJUST LIFT/HOIST CYLINDER	Firm Labor	145.00
		Est. Parts	198.00
09	ADJUST CENTERSHIFT CYLINDER	Firm Labor	145.00
		Est. Parts	198.00
10	REMOVE & INSTALL STEERING AXLE	Firm Labor	1,392.00
		Est. Parts	100.00
11	REPLACE BUSHING/BEARING STEERING AXLE MOUNTING	Firm Labor	928.00
		Est. Parts	700.00
12	REPLACE KING PIN BEARING/BUSHING	Firm Labor	1,856.00
		Est. Parts	1,100.00



Butler Machinery  
Service Repair Quotation  
Q0601281-01

Segment	Description	Type	Amount
13	REPLACE TIE ROD END STEERING SET (ALL)	Firm Labor	464.00
		Est. Parts	600.00
14	REPLACE GASKET/RESEAL GOVERNOR HOUSING	Firm Labor	696.00
		Est. Parts	150.00
15	REPAIR ADJUSTABLE STRG COLUMN PIVOT	Firm Labor	580.00
		Est. Parts	200.00
Total of Firm Price Items			10,450.00
Total of Estimated Items			6,742.00
Total			17,192.00

Prices quoted include the specific services listed and do not include freight, handling charges, parts price increases, applicable taxes or additional services. Standard Butler Machinery warranty applies unless otherwise noted.

**Your dealer contact:**

LENNIE SKILLINGSTAD

Phone: 605.399.4012

E-mail: LENNIE\_SKILLINGSTAD@butler-machinery.com

7-20-LS  
66

**AGREEMENT BETWEEN CITY OF DEADWOOD  
AND FMG, INC.**

This agreement is made by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, (hereinafter referred to as "CITY") and FMG, Inc. of 3700 Sturgis Road, Rapid City, SD 57702 (hereinafter referred to as "FMG").

WHEREAS, the purpose of this agreement is to set forth the terms and conditions of the agreement between CITY and FMG to provide geotechnical services in support of the Lower Main Street Parking Lot and Visitor's Center project; and

WHEREAS, FMG has the experience and expertise to provide the requested geotechnical evaluation and recommendations; and

WHEREAS, CITY has accepted the proposal from FMG to sample, test and evaluate existing soils conditions at the Lower Main Street parking lot and determine the most appropriate geotechnical design parameters for an amount not to exceed Five Thousand Three Hundred Twenty and 00/100ths Dollars (\$5,320.00); and

WHEREAS, based upon the representations and understanding of each party, CITY and FMG agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. FMG is an independent contractor and this agreement shall not be construed as creating any type of relationship, including, but not limited to, principal and agent, or employer and employee between CITY and FMG;
3. FMG shall drill 13 boreholes by auger drilling methods in the general locations recommended by Advanced Engineering and Environmental Services, Inc., the project's architect. 5 of the boreholes will be drilled within the proposed building footprint to



a minimum depth of 20 feet. The remaining 8 will be drilled within pavement areas, bridge abutment area, retaining wall areas and landscaped areas to a minimum depth of 5 feet. Specific borehole locations will be determined in the field by FMG based on descriptions and drawings of project architect. Locations may be adjusted as necessary to avoid existing overhead and underground utilities;

4. FMG shall conduct a utility location via One Call;
5. FMG shall coordinate as necessary with City for site access;
6. FMG shall patch existing pavement areas with grout;
7. FMG's sampling will consist of SPT and Shelby Tube (thin wall tube);
8. At FMG's discretion, additional bore hole depth may be reached where fill materials, soft or otherwise unsuitable bearing soils exist;

9. FMG shall test the selected soil samples in FMG's laboratory to determine general classification, physical properties, and engineering characteristics;

10. FMG shall use the following testing in accordance with ASTM testing procedures:

- a. Natural Moisture Content and Density;
- b. Standard Sieve Analysis;
- c. Atterberg Limits;
- d. Unconfined Compressive Strength Testing;
- e. One-dimensional Consolidation/Swell Testing; and
- f. Other specific laboratory tests as necessary for the soil types encountered.

11. FMG shall prepare a report of the field and laboratory testing and analysis. The report shall transmit boring logs and filed data and laboratory results, provide a limited geologic analysis of the area and provide FMG's recommendations for foundation design of the various structures and pavement thickness design. FMG recommendations will include: the recommended foundation types, placement and design parameters, and fill placement recommendations. The report will also include general and site specific construction

recommendations such as groundwater, retaining/abutment wall design parameters, utility installations, sidewalk sections, site drainage, and anticipated construction challenges;

12. CITY shall pay FMG a sum not to exceed Five Thousand Three Hundred Twenty and no/100s Dollars (\$5,320.00) upon submission of FMG's final report;

13. Except as may be stated elsewhere in this agreement, FMG shall not subcontract any of the services to be provided by this agreement without prior written consent of Deadwood;

14. The parties agree it is FMG's responsibility to comply with all local and state laws relating to workman's compensation, register, report and pay all necessary taxes and insurance, including, but not limited to Social Security, FICA, Unemployment Insurance and comply with the Equal Employment Opportunities Act;

15. FMG 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 FMG in connection with this agreement or services performed or materials provided pursuant to this contract;

16. Either party may terminate this agreement upon providing the other party with thirty (30) days' notice, in writing, and served upon the other party via certified mail; however, within one (1) week of such notice, FMG shall return samples to CITY and shall produce work completed at that time.

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.

FMG, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF SOUTH DAKOTA       )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned officer, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of FMG, Inc., known to me or satisfactorily proven to be the person whose name is subscribed to the within 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: \_\_\_\_\_

7-20-15  
6 L



Mon 7/13/2015 10:17 AM

John Tridle

FW: Salsbury Industries Order Confirmation for CS-645815

To: Ron Green

JOHN TRIDLE  
DEADWOODS RECREATION CENTER  
105 SHERMAN ST  
DEADWOOD, SD 577321316  
Ph: (605) 578-3729  
Email: [JOHN@CITYOFDEADWOOD.COM](mailto:JOHN@CITYOFDEADWOOD.COM)

JOHN TRIDLE  
CITY OF DEADWOOD  
105 SHERMAN ST  
RECREATION CENTER  
DEADWOOD, SD 57732-1316  
Ph: (605) 578-3729

Qty	Item #	Description	Unit Price	Total
3	76162TN-A	VENTED METAL LOCKER-SIX TIER BOX STYLE-1 WIDE-6 FEET HIGH-12" DEEP-TAN-ASSEMBLED	\$255.00	\$765.00
2	76362TN-A	VENTED METAL LOCKER-SIX TIER BOX STYLE-3 WIDE-6 FEET HIGH-12" DEEP-TAN-ASSEMBLED	\$675.00	\$1,350.00
5	72162TN-A	VENTED METAL LOCKER-DOUBLE TIER-1 WIDE-6 FEET HIGH-12" DEEP-TAN-ASSEMBLED	\$205.00	\$1,025.00
3	72362TN-A	VENTED METAL LOCKER-DOUBLE TIER-3 WIDE-6 FEET HIGH-12" DEEP-TAN-ASSEMBLED	\$545.00	\$1,635.00
8	77752TN	SLOPING HOOD-FOR METAL LOCKERS UP TO (3) 12" WIDE & 12" DEEP-TAN	\$35.00	\$280.00
2	77872TN	SLOPING HOOD FILLER-CORNER-FOR METAL LOCKER 12" DEEP-TAN	\$25.00	\$50.00
1	1001-L	CATALOG / LOCKERS.COM	\$0.00	\$0.00
Sales Amount:			\$5,105.00	
Credit:			(\$765.75)	
Tax:			\$0.00	
Freight:			\$331.29	
Total:			\$4,670.54	

BID TABULATIONS  
VEHICULAR CITY-WIDE WAYFINDING AND  
LOWER MAIN ARCHWAY  
CITY HALL/COMMISSION CHAMBERS  
JULY 16, 2015, 2:00 P.M.

7/20/15  
7A

BIDDER	WAYFINDING BID	ARCHWAY BID
Rosenbaum's Signs	\$197,708.00	\$122,865.00
Ainsworth Benning Construction	\$367,025.00	\$148,560.00
CAI Construction	\$299,638.00	\$157,548.00
ACE Sign Company	\$314,140.06	\$69,382.80

7-20-15  
8A

**NOTICE OF PUBLIC HEARING  
APPLICATION OF TRANSFER FOR  
RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSE,**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held July 20, 2015, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. consider the following application for permit to sell the following:

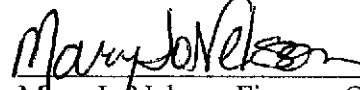
**1 - Retail (on-off sale) Malt Beverage:**

Savour Your Soul LLC, Lots 3 & 4, Block 1, Deadwood, SD at 732 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 Officer their written statement of approval or disapproval.

Dated this 6th day of July, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer – July 10, 2015

For any public notice that is published one time:

Published once at the total approximate cost of \_\_\_\_\_.

7-20-15  
813


**NOTICE OF PUBLIC HEARING  
REGARDING ISSUANCE OF TEMPORARY VENDING LICENSE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held July 20, 2015, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. hold a public hearing on the issuance of a temporary vending permit. This hearing will be held pursuant to Deadwood City Ordinance, Section 5.28.050 regarding application of temporary vending by Daren Berg, The Highwayman Ink, America's Bikers Inc. and Army Grill in conjunction with Party in the Black Hills on July 28 through August 10, 2015.

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

Dated this 6th day of July, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer – July 10, 2015

For any public notice that is published one time:

Published once at the total approximate cost of \_\_\_\_\_.

7-20-15

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**NOTICE OF PUBLIC HEARING  
TO ALLOW VENDING ON PUBLIC PROPERTY**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held July 20, 2015, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. hold a public hearing to allow vending on public property, specifically on lawn area at History and Information Center at corner of Deadwood and Siever Streets. This hearing will be held pursuant to Deadwood City Ordinance, Section 5.28.010 regarding vending on public property by Moonrise Mountain Enterprises to operate Farmers Market every Friday from July 3 to October 30 from 9:00 a.m. to 2:00 p.m., unless other events are scheduled.

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

Dated this 6th day of July, 2015.

CITY OF DEADWOOD

  
\_\_\_\_\_  
Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer – July 10, 2015

For any public notice that is published one time:

Published once at the total approximate cost of \_\_\_\_\_.



**ORDINANCE #1226**

An ordinance Dangerous Wild/Exotic Animal Prohibited

Be it ordained by the City of Deadwood:

Chapter 6.04

**6.04.060 Dangerous Wild/Exotic Animal Prohibited.**

(a) It is considered a nuisance and shall be unlawful for any person to keep and or to sell native fur bearers, otter, beaver, fox, fischer, pine martin, badger, possum, porcupine, weasels, flying squirrels, endangered species, native wildlife or dangerous wild animals as stated in (e) below.

(b) Noting in this section shall be deemed to prohibit the keeping of domestic cats, ferrets, or domestic dogs, as long as all provisions of Chapter 6.04 are followed.

(c) Slaughter of animals is prohibited.

(d) Breeding of dangerous wild/exotic animals as defined in (e) is prohibited.

(e) "Dangerous wild animal" should be defined as the following types of animals, whether bred in the wild or in captivity, and any or all hybrids of these species:

- 1) all species of cats, excluding domestic cats
- 2) red wolves and gray wolves, including wolf-dog hybrids
- 3) all species of bears
- 4) all species of hyena and aardwolf
- 5) raccoons, kinkajous, and coatimundis.
- 6) rhinoceroses
- 7) hippopotamus
- 8) all species of non-human primates
- 9) all elephant species
- 10) all species of alligators, crocodiles, caimans, gharials
- 11) all venomous snakes, as well as anacondas, boa constrictors, Burmese pythons, reticulated pythons, amethystine pythons, scrub pythons, Northern African pythons, and Southern African pythons.

(f) Animals cared for/kept/held/sheltered/housed under the following conditions and by the following institutions, entities and persons are permitted:

- 1) Zoos accredited by the Association of Zoos and Aquariums (AZA);

- 2) Sanctuaries accredited by the Global Federation of Sanctuaries, and wildlife sanctuaries defined as non-profit organizations that meet all of the following criteria:

- a) Operate a place of refuge where abused, neglected, unwanted, impounded, abandoned, orphaned, or displaced animals are provided care for the lifetime of the animal;
- b) Do not conduct any commercial activity with respect to dangerous wild animals, including sale, trade, auction, lease, or loan or use dangerous wild animals in any manner in a for-profit business or non-profit business. Do not exempt USDA licensees;
- c) Do not use dangerous wild animals for entertainment purposes or in a traveling exhibit;
- d) Do not breed any dangerous wild animals; and
- e) Do not allow members of the public the opportunity to come into contact with dangerous wild animals.

- 3) Law enforcement and animal control authorities;
- 4) Licensed veterinary hospitals for the purpose of providing veterinary care;
- 5) Humane societies and animal shelters temporarily housing a dangerous wild animal at the written request of law enforcement officers;
- 6) Circuses that possess a class C license under the federal Animal Welfare Act, that are temporarily in the state, and that offer performances by live animals, clowns and acrobats for public entertainment, and
- 7) A person temporarily transporting a legally owned dangerous wild animal through the state if the transit time is not more than 24 hours.

(g) Grandfather Provision: Current owners may be required to obtain a license or permit, register all animals as defined by Chapter 6.04, and comply with any caging, husbandry, handling and other requirements set forth by the City of Deadwood or State of South Dakota. Owners are required to retain proof of ownership prior to the effective date of the law. Owners of grandfathered animals must also maintain veterinary records, acquisition papers, or other documents that establish the date the animal was acquired. The current number of dangerous wild animals already owned and placed within the city limits by June 8, 2015 may not increase.

h) Owners may not be convicted of an offense involving the abuse or neglect of any animal pursuant to any state, local, or federal law;

- i) All animals in current possession shall be microchipped by a licensed veterinarian and records provided to city officials. Microchips cannot be transferred to other animals;
- j) Not allow members of the public to come into physical contact with a dangerous wild animal;
- k) Owners must register all animals with the regulatory or enforcement agency and received proper permit from the South Dakota Animal Industry Board;
- l) Owners must maintain \$2 million dollar liability insurance;
- m) Owners must notify the regulatory or enforcement agency immediately upon the escape of a dangerous wild animal;

**6.04.061 Violation - Penalty**

The violation of this ordinance shall be considered a Class II misdemeanor.

CITY OF DEADWOOD

By: \_\_\_\_\_  
Charles Turbiville, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson  
City Finance Officer

First Reading: June 15, 2015  
Second Reading: July 20, 2015  
Published: July 23, 2015  
Adopted: August 12, 2015

7/20/15  
10C

July 8, 2015

Sarah Solano  
PO Box 40  
Deadwood, SD 57732  
605-722-3344  
[sgsolano@outlook.com](mailto:sgsolano@outlook.com)

Chief Kelly Fuller and Deadwood City Commission  
Deadwood Police Department  
100 Sherman Street  
Deadwood, SD 57732

Dear Chief Kelly Fuller and Deadwood City Commission:

I would like to inform you that I will be retiring effective July 24<sup>th</sup>.

I have enjoyed working for the Deadwood Police Department for the last 25 years and I sincerely appreciate the support provided to me during my years as part of the Police Department.

While I look forward to my new adventure in owning our own business, I will miss being part of our family at the Police Department.

If I can be of any assistance prior to my departure and afterwards, please let me know. I'd be glad to provide whatever assistance I can to provide a smooth transition.

Sincerely,



Sarah Solano

CITY OF  
**DEADWOOD**

**PUBLIC WORKS DEPARTMENT**

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

7/20/15  
10 F

July 20, 2015

**MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION**

From: Ron Green

Subject: Highway 85 DOT Project Change Orders no. 1 and no. 2

**SUMMARY**

See attached review/recommendation from our consultant, TSP Inc., for the Highway 85 Utility project for requested Change Orders 1 and 2. Both Change Orders result from unknown conditions on the site. We had several water and sanitary services, to adjacent properties, that were in conflict with the DOT's new storm sewer piping. The depth of these services were unable to be determined during design of this project. The depth of our mains were known to be below the new storm sewer depths, however, as the new storm sewers were being installed the conflict with the service lines became apparent.

**RECOMMENDATION**

It is the responsibility of the City, as well as private utility companies, to remove, adjust or mediate conflicts of utility lines that are in the DOT's Right of Way, when conflicts occur. These conflicts were unable to be foreseen during design and if they had been known would have increased the Contractor's Bid by a similar amount as is being requested in these Change Order. It is my recommendation that the Commission Approve Change Orders no. 1 and no. 2 for a total amount of \$28,177.09.



Design Redefined

600 Kansas City St  
Rapid City, SD 57701

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

teamtsp.com

Architecture  
Engineering  
Planning

7/13/2015

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

Re: City of Deadwood Utility Relocation  
TSP Project #03120821 PCN C03D  
CCO #1

Dear Ron:

Enclosed is a copy of the Contractor's breakdown of costs for CCO#1.

This change involved the following:

1. Lowering a 4" sewer service at Sta. 87+75 Right.
2. Lowering a 2" water service at Sta. 87+75 Right.
3. Lowering a 6" fire hydrant lead and resetting a fire hydrant at Sta. 88+92 Right.
4. Lowering a 6" sewer service at Sta. 89+80 Right (AGT Building).
5. Lowering a 6" sewer service at Sta. 90+10 Right (AGT Building).
6. Lowering a 4" fire line and a 2" domestic water service at Sta. 90+15 (AGT Building).

The Contractor's total cost for these changes is \$25,958.57. In somewhat simplistic terms, this change involved 6.5 lowerings since #6 on the above list involved a lengthy lowering of the 4" fire line and less length of lowering on the accompanying 2" domestic service. The result is a cost of approximately \$4000.00 per lowering.

By comparison, the Contractor has a unit price of \$7631.23 for the item "water main lowering".

Most of the trenching depths for these changes were in the range of 4' to 6'. The Contractor has a Contract unit price of \$132/ft. for "Trench 0' to 6' Deep". The length of the average lowering involved with these changes was approximately 25', so the cost of trenching alone for each lowering would be \$3300 if the Contract unit prices were applied.

With this in mind, we feel that the Contractor's price for this change is acceptable.

Please contact us if you have any questions.

Sincerely,  
TSP Inc.

Don Wrede, P.E.

DCW/dcw  
Enc.  
cc: Bob Morcom

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



June 24th, 2015

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

RE: No. 03120821 PCN X03D  
Deadwood Utilities Hwy 85  
Lawrence County  
Change Order Lowering Water & Sewer Services

Dear Mr. Wrede,

Attached are invoices for the extra work on the above referenced project. The breakdown by area is as follows:

Lower Fire Hydrant Lead & Reset Fire Hydrant Sta 88+92 R	\$4,566.06
Lower 4" Fire Line & 2" Water Service Sta 90+15 R	\$6,211.69
Lower 6" Sewer Service Sta 89+80 R	\$3,790.62
Lower 6" Sewer Service Sta 90+10 R	\$3,790.62
Lower 4" Sewer Service & 2" Water Service Sta 87-75 R	\$5,139.71

Subcontractor Total = \$23,598.70  
Markup 10% = \$2,359.87  
Total = \$25,958.57

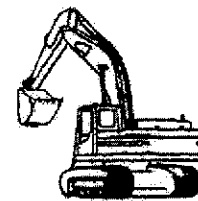
We also request 5 additional working days for this extra work. One day per site.

Let me know if you have any questions.

Respectfully  
Oftedal Construction, Inc.

Chris Audiss  
Project Manager/Estimator  
307-267-4044  
[caudiss@oftedalconstruction.com](mailto:caudiss@oftedalconstruction.com)

# MAINLINE CONTRACTING



P.O. Box 3448  
Rapid City, SD 57709

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

## Contract Change Order No.1

Date: 6/19/2015  
Attn: Chris Audiss  
Ofstedal Construction, Inc.  
PO Box 400  
Miles City, MT 59301

Project: No. 03120821 PCN X03D, Deadwood Utilities  
Description: Lower Fire Hydrant Lead and Reset Fire Hydrant at Sta. 88+92 R

Days Requested: We request an additional 1 working day to perform this work.

Exclusions: All exclusions in the current contract

<b>Materials:</b>	Description	Qty	Unit	Price	Extended
	M6 Concrete	2	CY	\$158.68	\$317.36
	6" MJ 45 Degree Bends w/Megalugs	2	EA	\$225.63	\$451.26
	6" C900 Pipe	20	LF	\$7.40	\$148.00
	Type 1 Bedding	4	Ton	\$22.00	\$88.00
Total Cost:					\$1,004.62
Use Tax:					\$60.28
A/O Costs:					\$159.73
<b>Total for Materials:</b>					<b>\$1,224.63</b>

<b>Labor:</b>	Description	Qty	Unit	Price	Extended
	Pipe Layer	10	HR	\$24.96	\$249.60
	Laborer	10	HR	\$22.65	\$226.50
	Operator	10	HR	\$28.55	\$285.50
	Operator	10	HR	\$29.25	\$292.50
	Foreman	10	HR	\$55.14	\$551.40
Total Cost:					\$1,605.50
Insurance:					\$160.55
A/O Costs:					\$240.83
<b>Total for Labor:</b>					<b>\$2,006.88</b>
Sub-Total for Labor, Materials:					\$3,231.51
Profit:					\$323.15
<b>Total for Labor and Materials:</b>					<b>\$3,554.66</b>



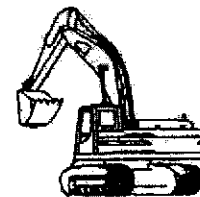
<b>Equipment:</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Price</b>	<b>Extended</b>
	Pickup	10	HR	\$11.50	\$115.00
	2" Pump	8	HR	\$8.30	\$66.40
	Cat 312 Excavator	2	Hr	\$88.00	\$176.00
	Cat 330 Excavator	5	Hr	\$120.00	\$600.00
	Jumping Jack Compactor	4	Hr	\$13.50	\$54.00
<b>Total for Equipment:</b>					<b>\$1,011.40</b>

**Total: \$4,566.06**

Thank You,

Ty J. Pivonka, Project Manager.

# MAINLINE CONTRACTING



P.O. Box 3448  
Rapid City, SD 57709

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

## Contract Change Order No.1

Date: 6/19/2015  
Attn: Chris Audiss  
Ofstedal Construction, Inc.  
PO Box 400  
Miles City, MT 59301

Project: No. 03120821 PCN X03D, Deadwood Utilities  
Description: Lower 4" Fire Line and 2" Water Service at Sta. 90+15 R

Days Requested: We request an additional 1 working day to perform this work.

Exclusions: All exclusions in the current contract

Materials:	Description	Qty	Unit	Price	Extended
	Type 1 Bedding	4	Ton	\$22.00	\$88.00
	4" C-900 Pipe	20	EA	\$5.50	\$110.00
	9" MJ 90 Bends	4	EA	\$61.73	\$246.92
	4" Megalugs	8	EA	\$22.97	\$183.76
	4" MJ Gaskets	8	EA	\$3.77	\$30.16
	Cor Blu Bolts	32	EA	\$1.83	\$58.56
	4"x2" Saddle	1	EA	\$68.85	\$68.85
	2" Corporation	1	EA	\$202.37	\$202.37
	2" Compression Coupling	1	EA	\$84.08	\$84.08
	2" Copper Pipe	10	LF	\$12.36	\$123.60
	2" Compression 90 Degree Bend	2	EA	\$220.09	\$440.18
	M6 Concrete	2	CY	\$158.68	\$317.36
				Total Cost:	\$1,953.84
				Use Tax:	\$117.23
				A/O Costs:	\$310.66
				Total for Materials:	\$2,381.73

Labor:	Description	Qty	Unit	Price	Extended
	Pipe Layer	11.75	HR	\$24.96	\$293.28
	Laborer	11.75	HR	\$22.65	\$266.14
	Operator	11.75	HR	\$28.55	\$335.46
	Operator	11.75	HR	\$29.25	\$343.69
	Foreman	11.75	HR	\$55.14	\$647.90
				Total Cost:	\$1,886.46
				Insurance:	\$188.65

A/O Costs:	\$282.97
Total for Labor:	\$2,358.08
Sub-Total for Labor, Materials:	\$4,739.81
Profit:	\$473.98
Total for Labor and Materials:	\$5,213.79

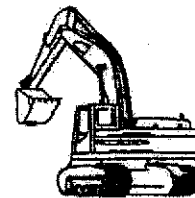
<b>Equipment:</b>	Description	Qty	Unit	Price	Extended
	Pickup	10	HR	\$11.50	\$115.00
	2" Pump	8	HR	\$8.30	\$66.40
	Cat 312 Excavator	2	Hr	\$88.00	\$176.00
	Cat 330 Excavator	5	Hr	\$120.00	\$600.00
	Jumping Jack Compactor	3	Hr	\$13.50	\$40.50
				<b>Total for Equipment:</b>	<b>\$997.90</b>

**Total: \$6,211.69**

Thank You,

Ty J. Pivonka, Project Manager.

# MAINLINE CONTRACTING



P.O. Box 3448  
Rapid City, SD 57709

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

## Contract Change Order No. 1

Date: 6/19/2015  
Attn: Chris Audiss  
Ofstedal Construction, Inc.  
PO Box 400  
Miles City, MT 59301

Project: No. 03120821 PCN X03D, Deadwood Utilities  
Description: Lower 6" Sewer Service at Sta. 89+80 R

Days Requested: We request an additional 1 working day to perform this work.

Exclusions: All exclusions in the current contract

Materials:	Description	Qty	Unit	Price	Extended
	6" Fernco	1	EA	\$19.52	\$19.52
	6" GXG 45 Degree Bend	2	EA	\$29.63	\$59.26
	6" SDR 35 Pipe	40	LF	\$3.17	\$126.80
	Type 1 Bedding	8	Ton	\$22.00	\$176.00
				Total Cost:	\$381.58
				Use Tax:	\$22.89
				A/O Costs:	\$60.67
				Total for Materials:	\$465.15

Labor:	Description	Qty	Unit	Price	Extended
	Pipe Layer	10	HR	\$24.96	\$249.60
	Laborer	10	HR	\$22.65	\$226.50
	Operator	10	HR	\$28.55	\$285.50
	Operator	10	HR	\$29.25	\$292.50
	Foreman	10	HR	\$55.14	\$551.40
				Total Cost:	\$1,605.50
				Insurance:	\$160.55
				A/O Costs:	\$240.83
				Total for Labor:	\$2,006.88
				Sub-Total for Labor, Materials:	\$2,472.02
				Profit:	\$247.20
				Total for Labor and Materials:	\$2,719.22

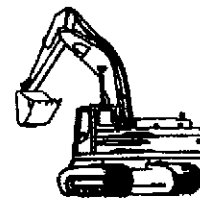
<b>Equipment:</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Price</b>	<b>Extended</b>
	Pickup	10	HR	\$11.50	\$115.00
	2" Pump	8	HR	\$8.30	\$66.40
	Cat 312 Excavator	2	Hr	\$88.00	\$176.00
	Cat 330 Excavator	5	Hr	\$120.00	\$600.00
	Jumping Jack Compactor	4	Hr	\$13.50	\$54.00
	8'x20' Trench Box	6	HR	\$10.00	\$60.00
	<b>Total for Equipment:</b>				<b>\$1,071.40</b>

**Total: \$3,790.62**

Thank You,

Ty J. Pivonka, Project Manager.

# MAINLINE CONTRACTING



P.O. Box 3448  
Rapid City, SD 57709

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

## Contract Change Order No.1

Date: 6/19/2015  
Attn: Chris Audiss  
Ofstedal Construction, Inc.  
PO Box 400  
Miles City, MT 59301

Project: No. 03120821 PCN X03D, Deadwood Utilities  
Description: Lower 6" Sewer Service at Sta. 90+10 R

Days Requested: We request an additional 1 working day to perform this work.

Exclusions: All exclusions in the current contract

### Materials:

Description	Qty	Unit	Price	Extended
6" Fernco	1	EA	\$19.52	\$19.52
6" GXG 45 Degree Bend	2	EA	\$29.63	\$59.26
6" SDR 35 Pipe	40	LF	\$3.17	\$126.80
Type 1 Bedding	8	Ton	\$22.00	\$176.00
			Total Cost:	\$381.58
			Use Tax:	\$22.89
			A/O Costs:	\$60.67
			Total for Materials:	\$465.15

### Labor:

Description	Qty	Unit	Price	Extended
Pipe Layer	10	HR	\$24.96	\$249.60
Laborer	10	HR	\$22.65	\$226.50
Operator	10	HR	\$28.55	\$285.50
Operator	10	HR	\$29.25	\$292.50
Foreman	10	HR	\$55.14	\$551.40
			Total Cost:	\$1,605.50
			Insurance:	\$160.55
			A/O Costs:	\$240.83
			Total for Labor:	\$2,006.88
			Sub-Total for Labor, Materials:	\$2,472.02
			Profit:	\$247.20
			Total for Labor and Materials:	\$2,719.22

<b>Equipment:</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Price</b>	<b>Extended</b>
	Pickup	10	HR	\$11.50	\$115.00
	2" Pump	8	HR	\$8.30	\$66.40
	Cat 312 Excavator	2	HR	\$88.00	\$176.00
	Cat 330 Excavator	5	HR	\$120.00	\$600.00
	Jumping Jack Compactor	4	HR	\$13.50	\$54.00
	8'x20' Trench Box	6	HR	\$10.00	\$60.00
	<b>Total for Equipment:</b>				<b>\$1,071.40</b>

**Total: \$3,790.62**

Thank You,

Ty J. Pivonka, Project Manager.

# MAINLINE CONTRACTING



P.O. Box 3448  
Rapid City, SD 57709

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

## Contract Change Order No. 1

Date: 6/19/2015  
Attn: Chris Audiss  
Ofstedal Construction, Inc.  
PO Box 400  
Miles City, MT 59301

Project: No. 03120821 PCN X03D, Deadwood Utilities  
Description: Lower 4" Sewer Service and 2" Water Service at Sta. 87+75R

Days Requested: We request an additional 1 working day to perform this work.

Exclusions: All exclusions in the current contract

Materials:	Description	Qty	Unit	Price	Extended
	Type 1 Bedding	5	Ton	\$22.00	\$110.00
	2" Copper Pipe	10	LF	\$12.36	\$123.60
	2" Compression 90 Degree Bend	4	EA	\$220.09	\$880.36
	4" SDR 35 Sewer Pipe	20	LF	\$2.85	\$57.00
	4" SDR 35 45 Degree Bend GXG	2	EA	\$10.91	\$21.82
	4" SDR 35 22.5 Degree Bend GXG	1	EA	\$10.91	\$10.91
	Total Cost:				\$1,113.96
	Use Tax:				\$66.84
	A/O Costs:				\$177.12
	Total for Materials:				\$1,357.92

Labor:	Description	Qty	Unit	Price	Extended
	Pipe Layer	11.5	HR	\$24.96	\$287.04
	Laborer	11.5	HR	\$22.65	\$260.48
	Operator	11.5	HR	\$28.55	\$328.33
	Operator	11.5	HR	\$29.25	\$336.38
	Foreman	11.5	HR	\$55.14	\$634.11
	Total Cost:				\$1,846.33
	Insurance:				\$184.63
	A/O Costs:				\$276.95
	Total for Labor:				\$2,307.91
	Sub-Total for Labor, Materials:				\$3,665.82
	Profit:				\$366.58
	Total for Labor and Materials:				\$4,032.41



<b>Equipment:</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Price</b>	<b>Extended</b>
	Pickup	10	HR	\$11.50	\$115.00
	2" Pump	8	HR	\$8.30	\$66.40
	3" Pump	8	HR	\$10.30	\$82.40
	Cat 312 Excavator	2	Hr	\$88.00	\$176.00
	Cat 330 Excavator	5	Hr	\$120.00	\$600.00
	Jumping Jack Compactor	5	Hr	\$13.50	\$67.50
<b>Total for Equipment:</b>					<b>\$1,107.30</b>

**Total: \$5,139.71**

Thank You,

Ty J. Pivonka, Project Manager.



Design Redefined

600 Kansas City St  
Rapid City, SD 57701

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

teamtsp.com

Architecture  
Engineering  
Planning

7/13/2015

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

Re: City of Deadwood Utility Relocation  
TSP Project #03120821 PCN C03D  
CCO #2

Dear Ron:

Enclosed is a copy of the Contractor's breakdown of costs for CCO#2.

This change involved the lowering of approximately 18' of 10" sewer service at approximately Sta. 80+00 for the hospital.

The Contractor's total cost for these changes is \$2218.52. By comparison, the Contractor has a unit price of \$7631.23 for the item "water main lowering".

The trenching depth for this change was 3' to 4'. The Contractor has a Contract unit price of \$132/ft. for "Trench 0' to 6' Deep". With 18' of adjustment length, the cost for the trench alone for this lowering would be \$2376.00 if the Contract unit prices were applied.

I was on site for most of this work and my report for the day indicated that the crew worked 4 ½ hours on this change. The Contractor's breakdown lists 4 ½ hours for the labor for this change.

With this in mind, we feel that the Contractor's price for this change is acceptable.

Please contact us if you have any questions.

Sincerely,  
TSP Inc.

Don Wrede, P.E.

DCW/dcw  
Enc.  
cc: Bob Morcom

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



July 13th, 2015

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

RE: No. 03120821 PCN X03D  
Deadwood Utilities Hwy 85  
Lawrence County  
Change Order Lower 10" Service at Sta 80+00 R, Deadwood Hospital

Dear Mr. Wrede,

Attached are invoices for the extra work on the above referenced project. The breakdown by area is as follows:

Lower 10" Sewer Service at Sta 80+00 R, Deadwood Hospital	\$2,016.83
Subcontractor Total =	\$2,016.83
Markup 10% =	\$201.69
Total =	\$2,218.52

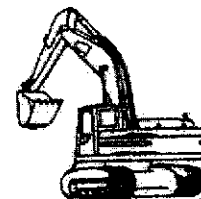
We also request 1 additional working days for this extra work.

Let me know if you have any questions.

Respectfully  
Oftedal Construction, Inc.

Chris Audiss  
Project Manager/Estimator  
307-267-4044  
[caudiss@oftedalconstruction.com](mailto:caudiss@oftedalconstruction.com)

# MAINLINE CONTRACTING



P.O. Box 3448  
Rapid City, SD 57709

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

## Contract Change Order No.2

Date: 7/10/2015  
Attn: Chris Audiss  
Ofstedal Construction, Inc.  
PO Box 400  
Miles City, MT 59301

Project: No. 03120821 PCN X03D, Deadwood Utilities  
Description: Lower 10" Sewer Service at Sta. 80+00 R, Deadwood Hospital

Days Requested: We request an additional 1 working day to perform this work.

Exclusions: All exclusions in the current contract


<b>Materials:</b>	Description	Qty	Unit	Price	Extended
	10" Fernco	1	EA	\$26.16	\$26.16
	10" GXG 45 Degree Bend	2	EA	\$116.60	\$233.20
	10" GXG 22.5 Degree Bend	1	EA	\$124.12	\$124.12
	10" SDR 35 Pipe	14	LF	\$6.35	\$88.90
	Type 1 Bedding	3	Ton	\$22.00	\$66.00
Total Cost:					\$538.38
Use Tax:					\$32.30
A/O Costs:					\$85.60
Total for Materials:					\$656.29

<b>Labor:</b>	Description	Qty	Unit	Price	Extended
	Pipe Layer	4.5	HR	\$24.96	\$112.32
	Laborer	4.5	HR	\$22.65	\$101.93
	Operator	4.5	HR	\$28.55	\$128.48
	Foreman	4.5	HR	\$55.14	\$248.13
Total Cost:					\$590.85
Insurance:					\$59.09
A/O Costs:					\$88.63
Total for Labor:					\$738.56
Sub-Total for Labor, Materials:					\$1,394.85
Profit:					\$139.48
Total for Labor and Materials:					\$1,534.33

<b>Equipment:</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Price</b>	<b>Extended</b>
	Pickup	4	HR	\$11.50	\$46.00
	Cat 312 Excavator	4.5	HR	\$88.00	\$396.00
	Jumping Jack Compactor	3	HR	\$13.50	\$40.50
	<b>Total for Equipment:</b>				<b>\$482.50</b>

**Total: \$2,016.83**

Thank You,

  
Ty J. Pivonka, Project Manager.

## CITY OF DEADWOOD RAFFLE PERMIT

7/20/15  
11A

Date of Application: 7/2/15

Organization: Lawrence County Teen Court

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

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

Contact Information:

Name: Martene Todd

Address: P.O. Box 227

Phone #: 722-8889

Email: martene@lmtencourt.com

501 (c) 3- Non Profit: Yes ☒ No ☐

Dates of Ticket Sales: 7/2/15 - 9/11/15

Date of Raffle Drawing: 9/11/15

Value of Raffle Prize: \$ 500.00

Proceeds will benefit: Lawrence Co. Teen Court

Office use only:

Presented at City Commission Meeting dated \_\_\_\_\_