

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
5:00 p.m. July 6, 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 June 15, 2015**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Request from Moonrise Mountain Enterprises to operate Farmers Market on City lawn at the History and Information Center, corner of Deadwood and Siever Streets. Based on Commission decision, set public hearing to allow vending on public property on July 20, 2015 at 5:00 p.m.
- B. Deadwood Chamber of Commerce – Permission for film crew to film at Mt. Moriah from 6:00 am to 8:00 am on July 16, 2015
- C. Twenty Year Service award for Volunteer Firefighter Randy Addington
- D. Discussion, update and possible action on Apex 1996 event planned at rodeo grounds during rally

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. 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-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 hr. to \$10.25 hr. effective June 15, 2015 per wage scale
- C. Permission for Mayor to sign EMS agreement for Wild Bill Days ambulance coverage at cost of \$1050.00, 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. Accept Parking & Transportation Committee recommendation 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
- I. Remove Trent Olson from Streets payroll effective June 1, 2015
- J. 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
- K. 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
- L. Follow recommendation of Historic Preservation Commission and award ten Outside of Deadwood grants totaling \$125,000.00. (Itemized list will be documented in official minutes).
- M. 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.
- N. Permission to increase wage of Police Reserve Matt Hardin from \$11.60 hr. to \$12.14 hr. effective July 15, 2015 after two years of service
- O. Permission to hire Samuel Otto as part-time police officer at \$19.15 hr. effective July 6, 2015
- P. 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)
- Q. Add Nate Allen to the Volunteer Fire Department roster effective June 11, 2015 for workers compensation purposes.

7. BID ITEMS

- A. Accept or reject bid opened on June 15, 2015 for drainage project at Mt. Moriah
- B. 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

8. PUBLIC HEARINGS

- A. Set public hearing at 5:00 p.m. on July 20 for Retail (on-off sale) Malt Beverage License for Saviour Your Soul, LLC at 637 Main Street
- B. Set public hearings 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

9. OLD BUSINESS

- A. Permission for the Mayor to sign annual contract with NeighborWorks-Dakota Home Services for administration of the HPC Revolving Loan program. Continued from June 15, 2015.

- B. Second reading of Ordinance #1226 for Dangerous Wild/Exotic Animal Prohibited

10. NEW BUSINESS

- A. 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
- B. Permission for Mayor to sign Application for Right to Occupy with South Dakota Department of Transportation to install posts for permanent archway over Main Street
- C. Accept the resignation of John Marshall from Deadwood Police Department. Applications to fill position are being accepted until July 17, 2015.
- D. Accept the resignation of Kate Storhaug as Administrative Assistant for Historic Preservation and Planning and Zoning. Post vacancy in house five days, then advertise if necessary
- E. Permission for City to sign easement with Black Hills Power Inc. for repairs on Railroad Property in McGovern Hill area
- F. Allow payment of \$7,757.00 to Forcoli and Sons for historic light pole painting throughout Deadwood, to be paid from Historic Preservation Capital Assets
- G. Approve programmatic agreement between City of Deadwood and Buffalo Dreamers, LLC to allow performances on Main Street at times and dates specified in agreement. Permission for Mayor to sign document.
- H. Appoint Francis Toscana to Fassbender Photographic Collection board for three year term expiring May 31, 2018
- I. Permission to discharge firearms on the following dates and location: Main Street on September 25 in conjunction with Book Festival, Rodeo grounds complex July 10 and 11 in conjunction with Stage Coach Days.
- J. Contract with S and C Cleaners to provide cleaning services in public bathrooms including: Mt. Moriah, History and Information Center, trailhead near Sherman St. parking lot at rate of \$15.00 per hour at an amount not to exceed \$3,000.00 per month through September 2015.
- K. Permission for Mayor to sign agreement with South Dakota Department of Transportation to allow parking on state property during special events

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Acknowledge receipt of recommended 2016 budget from Historic Preservation
- B. Discussion-City of Deadwood 2016 budget schedule

12. EXECUTIVE SESSION

Executive Session for Legal Matters per SDCL1-25-2 (3) with possible action
Executive Session for Union Negotiations per SDCL 1-25-2 (4) with no action taken.

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

13. ADJOURNMENT

REGULAR MEETING, June 15, 2015

The Regular Session of the Deadwood City Commission convened on June 15, 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, Todd seconded to approve the minutes of June 1, and special meeting June 8, 2015. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Speirs moved, Todd seconded to approve the June 15, 2015 disbursements plus additional bill. Roll Call: Aye-All. Motion carried.

ABC BUSINESS	SUPPLIES	632.23
ALBERTSON ENGINEERING	PROJECT	9,023.70
ALL AROUND AUTO	SUPPLIES	781.66
AMAZON	SERVICE	229.26
ARLETH LAND SURVEYING	PROJECT	1,120.00
BERGEN, SHIRLEY	ELECTION	168.00
BERTALOT, SONYA	REIMBURSEMENT	63.65
BEST WESTERN	LODGING	395.96
BH CHEMICAL	SUPPLIES	354.46
BH DISPOSAL	DUMPSTERS	800.00
BH PIONEER	ADS	1,669.91
BYRNES, STEPHEN	GRANT	2,590.00
CAI CONSTRUCTION	PROJECT	24,010.00
CHAINSAW CENTER	SUPPLIES	119.70
COCA COLA	SUPPLIES	109.20
COMPANION LIFE	INSURANCE	224.64
CULLIGAN	SUPPLIES	178.25
DAN'S DUMPSTER	SERVICE	279.88
DAVE STAEFFORD	PROJECT	8,323.00
DEADWOOD CHAMBER	MARKETING	247,871.23
DEADWOOD HISTORY	REIMBURSEMENT	7,355.00
DITCH WITCH OF SD	REPAIR	685.27
FARMER BROTHERS	SUPPLIES	109.70
FASTENAL	SUPPLIES	29.86
FIRST NATIONAL BANK	FEES	600.00
FITCH, BONNY	REIMBURSEMENT	43.00
FORGEY CONSTRUCTION	PROJECT	15,636.00
FULLER, KELLY	REIMBURSEMENT	426.62
GENE'S LOCK SHOP	SERVICE	14.98
GOLDEN WEST	SERVICE	2,156.78
GOVERNMENT FINANCE OFFICER	SUBSCRIPTION	50.00
GRIMM'S PUMP	REPAIRS	600.98
GUSTAFSON, ARLENE	ELECTION	143.00
HAUFF MID	SERVICE	623.70
HD SUPPLY WATERWORKS	SUPPLIES	823.50
HILLS MATERIALS	SUPPLIES	844.15
INTERSTATE BATTERY	SUPPLIES	109.00
J. SCULL CONSTRUCTION	PROJECT	323,908.12
JACOBS WELDING	SERVICE	57.67
JOYCE'S STREET MEATS	REIMBURSEMENT	375.00
KDSJ	SERVICE	160.00
KONE	SERVICE	679.94
KUCHENBECKER, KEVIN	REIMBURSEMENT	43.00
L.L. BEAN	UNIFORMS	631.55
LAKER CHEMICAL	SUPPLIES	869.00
LAWRENCE CO. AUDITOR	ELECTION	515.62
LAWSON PRODUCTS	SUPPLIES	1,107.80
LEAD THE WAY	PROJECT	200.00
LEAD-DEADWOOD SANITARY	USAGE	26,309.56
LYNN'S	SUPPLIES	120.77
M&M SANITATION	RENTAL	440.00
MACROVISION	PROJECT	2,190.00
MERTENS, KENNETH	REIMBURSEMENT	293.72
MICHAEL TODD	SHOVELS	122.84
MIDCONTINENT	SERVICE	65.00
NETWORK SERVICES	SUPPLIES	33.20
NORTHERN HILLS TECHNOLOGY	SERVICE	41.00
NORTHWEST PIPE FITTINGS	SUPPLIES	24.84
OFTEDAL CONSTRUCTION	PROJECT	9,199.56
PANNIER	PANELS	715.00
PUSH-PEDAL-PULL	SERVICE	260.00
QUILL	SUPPLIES	1,815.91
RDO EQUIPMENT	SUPPLIES	2,292.40
RENNER, DONOVAN	REIMBURSEMENT	242.27
ROCKINGTREE LANDSCAPES	FLOWERS	156.88
SANDIDGE, VERNA	ELECTION	143.00
SD ASSN. OF RURAL WATER	EXPO	80.00
SD COMMISSION ON GAMING	CITY SLOTS	18,852.27
SD DEPT. OF REVENUE	TAX	2,873.49
SD DEPT. OF REVENUE	LICENSE	300.00
SD HUMANITIES COUNCIL	SERVICE	20,000.00
SD MAGAZINE	RENEWAL	69.00
SOUTHSIDE SERVICE	REPAIR	239.90
SPEARFISH HUSKY	SUPPLIES	96.00
STRETCH'S GLASS	SERVICE	401.19
STURDEVANT'S	SUPPLIES	1,000.95
SUMMIT SIGNS	SIGNS	637.20

REGULAR MEETING, June 15, 2015

TALLGRASS	PROJECT	4,950.00
THE ARCHAEOLOGICAL CONSERV	RENEWAL	25.00
THE LORD'S CUPBOARD	RECYCLING	70.60
TRIDLE, JOHN	REIMBURSEMENT	166.17
TWC CONSTRUCTION	REFUND	75.00
TWILIGHT	SUPPLIES	722.55
TWIN CITY HARDWARE	SUPPLIES	556.64
UMENTHUM CARPENTRY	PROJECT	408.00
VAST	SERVICE	546.82
WASTE CONNECTIONS	DUMPSTER	7,895.61
WEST RIVER HISTORY	CONFERENCE	500.00
WHITE'S CANYON MOTORS	TANK	87.69
WL CONSTRUCTION	SUPPLIES	244.97
TOTAL		\$763,008.97

ITEMS FROM CITIZENS ON AGENDA

Requests

Kenny Hall requested a refund of rodeo ground user fee of \$500.00 for an event scheduled on May 17, 2015. Hall stated the grounds were never used that day due to rain. After questions from Commission, Ruth moved, Speirs seconded to deny request. Roll Call: Aye-All. Motion carried.

Proposal

Tommy Merritt presented the Commission with a proposal to amend temporary vending ordinance at rodeo grounds. Merritt stated this amendment is similar to the convention center vending. Mayor Turbiville stated the staff is in the process of revising the existing ordinance and appreciates Merritt's concerns. After much discussion Todd moved, Speirs seconded to deny Merritt's request. Roll Call: Aye-All. Motion carried.

Easement

Julie Stone representing Homestake Mining Company asked the Commission for an easement to allow for a placement of concrete apron near Yates water treatment plant located in Kirk along Mickelson Trail. Public Works Director Green spoke in support and recommended approval. Van Den Eykel moved, Ruth seconded to allow the Mayor to sign the easement with Homestake Mining Company. Roll Call: Aye-All. Motion carried.

Request

Anne Rogers representing Boys and Girls Club requested permission for special trolley and waive group fee to transport students to Tomahawk Golf Course and back on Thursdays from 9:00 a.m. to 1:00 p.m. starting June 25 through July 30. Todd moved, Speirs seconded request. Roll Call: Aye-All. Motion carried.

CONSENT

Ruth moved, Speirs seconded to approve the following consent items with exception of NeighborWorks-Dakota Home Services contract, which was moved to new business by Commissioner Van Den Eykel, and contract with Mariah Press which was removed from agenda at the request from Historic Preservation. Roll Call: Aye-All. Motion carried.

- A. Permission for Mayor to sign contract with ACES to provide design services for Mickelson Trail Drainage Improvements, approved June 1, 2015.
- B. Remove Gary Gould effective May 5, 2015 and Allen Sternhagen effective June 1, 2015 from the Volunteer Fire Department roster for workers compensation purposes.
- C. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Anna Lou Lanphear.
- D. Approve updated Trolley Policy manual, a copy of the manual is on file at the finance office.
- E. Approve 2015 allocation of \$2,500.00 to the Lord's Cupboard, Inc. from Bed and Booze Fund, budgeted.
- F. Approve purchase of 5500 gallons of gasoline at \$2.80 per gallon from Southside .
- G. Deadwood History Inc. request approval to serve liquor at Days of '76 Museum Saturday July 18 from 2:00 p.m. to 11:00 p.m. for party.
- H. Permission to transfer Emilia Anderson to swim instructor at Deadwood Rec Center and change rate of pay to \$10.16 per hour.

REGULAR MEETING, June 15, 2015

BID ITEMS

Deadwood City-wide Wayfinding

Finance Officer Nelson stated one bid was received for the Deadwood City-wide Wayfinding at 2:00 on June 12 and determined to be incomplete. She recommended rejecting and rebidding on July 17 at 2:00 p.m. with results to City Commission on July 20. Ruth moved, Todd seconded recommendation. Roll Call: Aye-All. Motion carried.

Generator

Public Works Director Green opened one bid for the Generator at Streets Shop at 2:00 p.m. as advertised. Bid bonds were included in the following bid submittals:

GenPro Energy Solutions - \$59,400.00

At recommendation of Public Works Director Green, Speirs moved, Ruth seconded to accept bid from GenPro. Roll Call: Aye-All. Motion carried.

Generator

Public Works Director Green opened one bid for the Generator at Recreation Center at 2:00 p.m. as advertised. Bid bonds were included in the following bid submittals:

GenPro Energy Solutions - \$128,975.00

Green stated the purchase was necessary if Commission is committed to use the Rec Center to house people during emergencies. Planning and Zoning Administrator Nelson Jr. stated the Rec Center could be incorporated into Lawrence County Emergency Management Plan. Ruth moved, Speirs seconded to accept the bid from GenPro. Roll Call: Aye-All. Motion carried.

Mt. Moriah Drainage

Public Works Director Green opened one bid for the Mt. Moriah Drainage project at 2:00 p.m. as advertised. Bid bonds were included in the following bid submittals:

CAI Construction - \$145,000.00

Green requested Commission continue to allow for review. Todd moved, Van Den Eykel seconded request. Roll Call: Aye-All. Motion carried.

Advertise

Ruth moved, Speirs seconded to advertise for retaining wall at 10 Harrison July 14 at 2:00 p.m. with results to City Commission on July 20. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Wild Bill Bar

Public hearing was opened at 5:44 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Todd moved, Van Den Eykel seconded to approve the Retail (on-off sale) Malt Beverage and Retail (on-off sale) Wine License for Wild Bill Bar at 624 Main Street. Roll Call: Aye-All. Motion carried.

Belle Joli

Public hearing was opened at 5:45 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Ruth moved, Van Den Eykel seconded to approve Retail (on-off sale) Malt Beverage license for Belle Joli Winery at 594 Main Street. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, June 15, 2015

Deadwood Jam

Public hearing was opened at 5:46 p.m. Sarah Anderson, Deadwood Chamber of Commerce, requested approval for the following:

Street Closures, Waiver of Vending and Banner Fees

Ruth moved, Speirs seconded to approve street closures on Siever Street at 10:00 a.m. on Thursday September 17 through Sunday September 20 at 2:00 a.m., Deadwood Street from noon on Thursday September 17 through Saturday September 20 at 2:00 a.m., waiver of vending and banner fees on Friday September 18 and Saturday September 19. Roll Call: Aye-All. Motion carried.

Open Container, Special Alcohol License

Friday September 18, 2015

Speirs moved, Todd seconded to waive the open container ordinance in Interpretive Center only from 4:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Saturday September 19, 2015

Speirs moved, Van Den Eykel seconded to allow the same as approved above for Friday September 18, 2015 from noon to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Use of Interpretive Lot

Ruth moved, Speirs seconded to allow the use of Interpretive Lot Thursday September 17 at 8:00 a.m. to Sunday September 20 at 2:00 p.m. Roll Call: Aye-All. Motion carried.

Mustang Rally

Public hearing was opened at 5:48 p.m. Sarah Anderson, Deadwood Chamber of Commerce, requested approval for the following:

Use of Interpretive Lot

Speirs moved, Ruth seconded to allow the use of Interpretive Lot Thursday September 3 from 10:00 a.m. to 4:00 p.m. Roll Call: Aye-All. Motion carried.

Tractor Parking

Public hearing was opened at 5:49 p.m. Sarah Anderson, Deadwood Chamber of Commerce, requested approval for the following:

Street Closure

Todd moved, Speirs seconded to allow street closure on Main Street from Wall to Deadwood Street September 9 from 2:30 p.m. to 4:30 p.m. Roll Call: Aye-All. Motion carried.

License

Public hearing was opened at 5:50 p.m. by Mayor Turbiville. Discussion was held concerning the use of Rodeo Grounds agreement, hearing closed. Ruth moved, Todd seconded to approve special full temporary liquor license for Model Railroad Inc. from July 28 to August 10, 2015 contingent upon compliance with all other items in contract with Tommy Merritt/Apex 1996. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Contract

Van Den Eykel moved, Ruth seconded to continue the contract with NeighborWorks-Dakota Home Services for administration of the Historic Preservation Commission Revolving Loan program until July 6, 2015 due to absence of Historic Preservation Officer Kuchenbecker. Roll Call: Aye-All. Motion carried.

Allow

Ruth moved, Speirs seconded to allow Finance Officer to write annual check from Business Improvement District #7 Fund to Tentexkota after June 20 remittances have been received. Amount owed to date is \$465,629.20. Check amount will be added to bill list presented to Commission on July 6, 2015. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, June 15, 2015

Permission

Speirs moved, Todd seconded to repair motor grader at cost of \$3,640.00 plus shipping cost of \$750.00 from Butler Machinery. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to accept low quote of \$5,300.00 from Schmidt Construction to repair Main Street curb, gutter and handicap slab near Tin Lizzies. Roll Call: Aye-All. Motion carried.

Proposals

Public Works Director Green asked the Commission to pursue proposals to operate the Tri-City Rubble Site. He stated the site is operated by cities of Lead, Deadwood and Central City. Green also stated the cities have been working on a RFP to see if any interested party would operate the site. Van Den Eykel moved, Speirs seconded to allow for proposals. Roll Call: Aye-All. Motion carried.

Change Orders

Ruth moved, Speirs seconded to approve change order #2 for St. Ambrose Cemetery Project Phase IV in the amount of \$3,700.00 bringing total contract to \$353,648.00. Roll Call: Aye-All. Motion carried.

Todd moved, Ruth seconded to approve change order #2 for retaining wall project at 2 Dudley Street in the amount of \$562.50 bringing total contract to \$201,819.20. Roll Call: Aye-All. Motion carried.

Discussion

Chief Fuller spoke on behalf of Parking and Transportation Committee who was approached by a local business requesting a portable sidewalk café. He stated this is a concept Roger Brooks brought forth from Revitalization Committee which involves a bump out for restaurant seating along the curb in front of a business. He stated some issues to consider include alcohol on public property, which businesses could accommodate portable sidewalk cafes due to street width, tour buses, trolleys and daily deliveries on Main Street. Chief Fuller requested that Commission provide direction to Parking and Transportation Committee. After discussion, Commission requested that Revitalization Committee prepare a proposal for review and forward to city attorney prior to placement on agenda.

First Reading

Discussion was held on first reading of Ordinance #1226 for Dangerous Wild/Exotic Animal Prohibited. Attorney Riggins explained that he assisted the public with preparation of the proposed ordinance and that the ordinance grandfathered the two existing businesses with permits under state law. Riggins also directed Commission to review item "O" regarding assessment of a fee. Commissioner Van Den Eykel stated guidelines are already followed with Planning and Zoning and questioned the necessity of this ordinance. Mayor Turbiville allowed comment from Joe Kosel and Tom Huhnerhoch concerning issues with the animals and said ordinance. Terri Petter, owner of Fur-Ever Wild also spoke regarding her present operation and provided an alternative view. After discussion among Commissioners and Attorney Riggins regarding merits of the proposed ordinance and possible amendments, Ruth moved, Todd seconded to approve first reading of Ordinance #1226 for Dangerous Wild/Exotic Animal Prohibited. Roll Call: Aye-Ruth, Speirs, Todd, Turbiville. Nay-Van Den Eykel. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

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

REGULAR MEETING, June 15, 2015

ADJOURNMENT

Speirs moved, Todd seconded to adjourn the regular session at 6:41 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3). The next regular meeting will be on Monday July 6, 2015.

After coming out of executive session at 7:00 p.m., Todd moved, Speirs seconded to adjourn.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PACKET: 03561 COMBINED - 7/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0575	SOUTHSIDE OIL					
		I-88374	101-4111-426	SUPPLIES PREMIUM GAS/COMMISSION	000000	199.97
				DEPARTMENT 111 COMMISSION	TOTAL:	199.97
01-0826	LAWRENCE CO. AUDITOR					
		I-061815	101-4130-422	PROFESSIONAL ELECTION 6/2/15 EXPENSES	000000	688.48
				DEPARTMENT 130 ELECTIONS	TOTAL:	688.48
01-2394	GUNDERSON, PALMER, NELS					
		I-60415	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	3,690.55
				DEPARTMENT 141 ATTORNEY	TOTAL:	3,690.55
01-0575	SOUTHSIDE OIL					
		I-88374	101-4142-426	SUPPLIES PREMIUM GAS/FINANCE	000000	83.40
01-1171	A & B BUSINESS SOLUTION					
		I-IN191976	101-4142-422	PROFESSIONAL COPIER MAINTENANCE - FINANCE	000000	121.20
01-1808	NELSON, MARY JO					
		I-061215	101-4142-427	TRAVEL TRAVEL REIMBS-HR/FO SCHOOLS	000000	167.97
01-1838	BEST WESTERN RAMKOTA IN					
		I-220169	101-4142-427	TRAVEL LODGING - FINANCE OFC.SCHOOL	000000	287.97
01-2160	DATA FLOW					
		I-18382	101-4142-426	SUPPLIES CHECKS	000000	196.32
01-2918	DAKOTACARE					
		I-061515	101-4142-415	GROUP INSURAN HEALTH INSURANCE - JULY	000000	2,958.95
01-2962	COMPANION LIFE					
		I- 062215	101-4142-415	GROUP INSURAN LIFE INSURANCE - JULY	000000	18.06
01-3079	PEPPMEIER, JANICE					
		I-063015	101-4142-415	GROUP INSURAN INSURANCE REIMBSMT - JUNE	000000	543.15
				DEPARTMENT 142 FINANCE	TOTAL:	4,377.02
01-0097	FARMER BROTHERS CO					
		I-62525275	101-4192-426-04	SUPPLIES - CI COFFEE - CITY HALL	000000	57.50
		I-62525277	101-4192-426-14	SUPPLIES - ST (1) CS CREAMER/CITY SHOP	000000	30.30

PACKET: 03561 COMBINED - 7/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN					
		I-33733124	101-4192-422-01	PROFESSIONAL LAWN SERVICE/ADAMS HOUSE	000000	40.75
01-0360	ABC BUSINESS SUPPLY					
		I-8407	101-4192-426-14	SUPPLIES - ST WALL CALENDAR/PW OFFICE	000000	12.27
		I-8572	101-4192-426-06	SUPPLIES - DA LIGHT BULBS/PUBLIC BUILDINGS	000000	179.79
		I-8572	101-4192-426-14	SUPPLIES - ST LIGHT BULBS/PUBLIC BUILDINGS	000000	0.00
		I-8641	101-4192-426-04	SUPPLIES - CI BULBS/CITY HALL	000000	97.50
01-0429	BLACK HILLS POWER & LIG					
		I-061115POWER	101-4192-428-04	UTILITIES - C POWER/C HALL-5-11 - 5-31-15	000000	2,905.99
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/U MAIN WEL SIGN	000000	33.00
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/BC WELCOME SIGN	000000	32.71
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/85-385 WEL SIGN	000000	33.77
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/1 MILLER STREET	000000	13.93
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/DWD HILL WEL SIGN	000000	32.08
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/SAMSON ST PUMP	000000	17.80
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/CRESCENT ST PRV	000000	67.70
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/GAYVILLE PUMP	000000	12.01
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/MCKINLEY ST TR LTS	000000	68.83
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/OR WELL HOUSE	000000	106.07
		I-062415POWER	101-4192-428-04	UTILITIES - C ELECTRICITY/CITY HALL	000000	6,215.69
		I-062415POWER	101-4192-428-07	UTILITIES - F ELECTRICITY/FIRE HALL	000000	530.15
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/DUNLOP ST PRV	000000	113.40
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/SHER-PINE TR LT	000000	48.21
		I-062415POWER	101-4192-428-03	UTILITIES - B ELECTRICITY/BALL FIELD	000000	382.02
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/14A CORNER TR LT	000000	206.27
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/CHARLES SPEED SIGN	000000	16.07
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/DENVER ST PUMP	000000	855.30
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/4-LN-DWD TR LTS	000000	136.21
		I-062415POWER	101-4192-428-05	UTILITIES - C ELECTRICITY/COLD STORAGE BLDG	000000	54.99
		I-062415POWER	101-4192-428-10	UTILITIES - L ELECTRICITY/LIBRARY	000000	464.50
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/102 WATER TANK LN	000000	12.00
		I-062415POWER	101-4192-428-15	UTILITIES - T ELECTRICITY/TROLLEY BARN	000000	240.03
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/WILD BILL STATUE	000000	12.00
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/PLUMA HEAT TAPE	000000	40.57
		I-062415POWER	101-4192-428-06	UTILITIES - D ELECTRICITY/RODEO GR ARENA	000000	25.87
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/PARKING RAMP	000000	1,885.80
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/65 SHERMAN ST	000000	4,070.41
		I-062415POWER	101-4192-428-01	UTILITIES - AD ELECTRICITY/ADAMS HSE INFO CNT	000000	204.00
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/FIRE DEPT SIREN	000000	13.27
		I-062415POWER	101-4192-428-06	UTILITIES - D ELECTRICITY/CONCESSION STAND	000000	12.78
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/DUNBAR WATER TANK	000000	12.00
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/180 CLIFF PRV	000000	31.52
		I-062415POWER	101-4192-428-02	UTILITIES - A ELECTRICITY/ADAMS MUSEUM	000000	1,547.78
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/METHODIST PARK	000000	23.94
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/CUTTING MINE	000000	17.80
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/101 MICKELSON TR	000000	432.76
		I-062415POWER	101-4192-428	UTILITIES ELECTRICITY/MM DR PUMPHOUSE	000000	16.50

PACKET: 03561 COMBINED - 7/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS POWER & LIG	continued				
	I-062415POWER	101-4192-428	UTILITIES	ELECTRICITY/MM TICKET BOOTH	000000	90.60
	I-062415POWER	101-4192-428	UTILITIES	ELECTRICITY/DAKOTA ST PRV	000000	77.80
	I-062415POWER	101-4192-428-01	UTILITES - AD	ELECTRICITY/ADAMS HOUSE	000000	493.60
	I-062415POWER	101-4192-428-08	UTILITES - HI	ELECTRICITY/HISTORY CENTER	000000	554.91
	I-062415POWER	101-4192-428	UTILITIES	ELECTRICITY/MM GIFT SHOP	000000	200.68
	I-062415POWER	101-4192-428	UTILITIES	ELECTRICITY/5 SIEVER	000000	503.66
	I-062415POWER	101-4192-428-11	UTILITIES - P	ELECTRICITY/PARKS SHOP	000000	257.52
	I-062415POWER	101-4192-428	UTILITIES	ELECTRICITY/MCGOVERN HILL TANK	000000	19.06
	I-062415POWER	101-4192-428	UTILITIES	ELECTRICITY/PLEASANT ST PUMP	000000	20.72
	I-062415POWER	101-4192-428	UTILITIES	ELECTRICITY/FOOTBALL FIELD	000000	150.56
	I-062415POWER	101-4192-428-12	UTILITIES - P	ELECTRICITY/PAVILION	000000	810.68
	I-062415POWER	101-4192-428	UTILITIES	ELECTRICITY/TR LTS-PRK LOT BLD	000000	186.26
	I-062415POWER	101-4192-428	UTILITIES	ELECTRICITY/37 WATER HEAT TAPE	000000	20.67
	I-062415POWER	101-4192-428-16	UTILITIES-LOW	ELECTRICITY/L MAIN INFO CENTER	000000	150.16
	I-062415POWER	101-4192-428	UTILITIES	ELECTRICITY/MM FLAG	000000	45.66
	I-062415POWER	101-4192-428-14	UTILITIES - S	ELECTRICITY/CITY SHOP	000000	644.53
	I-062415POWER	101-4192-428-06	UTILITIES - D	ELECTRICITY/GRANDSTAND	000000	87.87
	I-062415POWER	101-4192-428	UTILITIES	ELECTRICITY/MCKINLEY SPD SIGN	000000	12.48
	I-062415POWER	101-4192-428	UTILITIES	ELECTRICITY/255 MAIN PRV	000000	91.90
	I-062415POWER	101-4192-428-11	UTILITIES - P	FEE ADJUST/15 CRESCENT-PARKS	000000	21.20
01-0553	MONTANA DAKOTA UTILITIE					
	I-M-J TROLLEY	101-4192-428-15	UTILITIES - T	NATURAL GAS/TROLLEY BARN	000000	93.09
	I-M-J-ADAMS HOUSE	101-4192-428-01	UTILITES - AD	NATURAL GAS/ADAMS HOUSE	000000	79.95
	I-M-J-ADAMS MUSEUM	101-4192-428-02	UTILITIES - A	NATURAL GAS/ADAMS MUSEUM	000000	130.63
	I-M-J-CITY HALL	101-4192-428-04	UTILITIES - C	NATURAL GAS/CITY HALL	000000	104.19
	I-M-J-FIRE DEPT.	101-4192-428-07	UTILITIES - F	NATURAL GAS/FIRE DEPARTMENT	000000	136.14
	I-M-J-GAYVILLE PRV	101-4192-428	UTILITIES	NATURAL GAS/GAYVILLE PUMP HSE	000000	13.75
	I-M-J-HISTORY CENTER	101-4192-428-08	UTILITES - HI	NATURAL GAS/HISTORY CENTER	000000	55.08
	I-M-J-PARKS SHOP	101-4192-428-11	UTILITIES - P	NATURAL GAS/PARKS SHOP	000000	26.99
	I-M-J-PAVILION	101-4192-428-12	UTILITIES - P	NATURAL GAS/PAVILION	000000	240.26
	I-M-J-PW SHOP	101-4192-428-14	UTILITIES - S	NATURAL GAS/PUBLIC WORKS SHOP	000000	45.16
	I-M-J-REC CENTER	101-4192-428-13	UTILITIES - R	NATURAL GAS/REC CENTER	000000	2,384.08
01-0578	TWIN CITY HARDWARE & LU					
	C-D324300	101-4192-425-08	REPAIRS - HIS	RETURN HANDLE ASS-BUY RPR KIT	000000	23.00-
	C-E22878	101-4192-425-04	REPAIRS - CIT	RETURN SLOAN STOP KIT	000000	4.90-
	I-D324212	101-4192-425-13	REPAIRS - REC	FASTENERS/REC CENTER	000000	5.60
	I-D324259	101-4192-426-14	SUPPLIES - ST	(4) COAT AND HAT HOOKS	000000	31.96
	I-D324299	101-4192-425-08	REPAIRS - HIS	HANDLE ASSEMBLY	000000	29.99
	I-D324701	101-4192-426-02	SUPPLIES - AD	SOFTENER SALT/ADAMS MUSEUM	000000	32.94
	I-D325381	101-4192-426-06	SUPPLIES - DA	(3) 70 W METAL HALIDE BULBS	000000	89.97
	I-D326174	101-4192-426-04	SUPPLIES - CI	(2) BLUE TARPS	000000	119.98
	I-D326198	101-4192-426-04	SUPPLIES - CI	FILM-MASKING TAPE	000000	48.98
	I-D326338	101-4192-426-11	SUPPLIES - PA	PLEAT M10 FILTER	000000	9.99
	I-E20855	101-4192-425-08	REPAIRS - HIS	DOOR STOP KICKDOWN	000000	7.29
	I-E21179	101-4192-426-13	SUPPLIES - RE	SUPER WRENCH	000000	49.99
	I-E21443	101-4192-426-13	SUPPLIES - RE	(4) CFL BULBS	000000	59.96

PACKET: 03561 COMBINED - 7/7/15

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-E21542	101-4192-426-10	SUPPLIES - LI 250 W METAL HALIDW BULB	000000	32.99
		I-E21573	101-4192-426-10	SUPPLIES - LI 250W METAL HALIDE -7W BULBS	000000	50.97
		I-E22055	101-4192-425-13	REPAIRS - REC THERMSTAT-COVER-FASTENERS	000000	23.99
		I-E22532	101-4192-426-08	SUPPLIES - HI (2) BOWL BRUSH W/CADDY	000000	15.98
		I-E23329	101-4192-426-08	SUPPLIES - HI (2) 7W LED BULBS-FASTENERS	000000	18.38
		I-E23837	101-4192-426-08	SUPPLIES - HI MOP BUCKET/WRINGER COMBO	000000	79.99
		I-E23838	101-4192-425-14	REPAIRS - STR ALM 2-POLE THERMOSTAT	000000	17.99
		I-E23964	101-4192-426-11	SUPPLIES - PA PLEAT M6 FILTER	000000	2.99
		I-E24328	101-4192-426-13	SUPPLIES - RE FASTENERS	000000	0.55
01-0841	TSP, INC.					
		I-0049011	101-4192-422-04	PROFESSIONAL CITY HALL STEPS RECONSTRUCTION	000000	1,457.32
01-1171	A & B BUSINESS SOLUTION					
		I-IN191094	101-4192-426-04	SUPPLIES - CI COPIES/PW COPIER-WATER	000000	32.23
01-1406	STRETCH'S GLASS & CUSTO					
		I-IO26230	101-4192-425-10	REPAIRS - LIB WINDOW-TINT/LIBRARY	000000	236.04
01-1502	BLACK HILLS CHEMICAL					
		I-080551	101-4192-426	SUPPLIES BLACK PLASTIC BAGS/PARKS	000000	248.50
		I-084107	101-4192-426	SUPPLIES BLACK PLASTIC BAGS/PUB BLDGS	000000	142.00
		I-084411	101-4192-426	SUPPLIES GLVS-SPRAY-CLNR-TISSUE-TOWELS	000000	318.03
		I-084720	101-4192-426	SUPPLIES VACUUM BAGS	000000	115.45
		I-084794	101-4192-426	SUPPLIES H SOAP-TISSUE-TOWELS-KLEENEX	000000	150.74
		I-085254	101-4192-426	SUPPLIES GLASS CLNR-TISSUE-TOWELS-BAGS	000000	312.18
01-1626	SERVALL UNIFORM AND LIN					
		I-2277183	101-4192-426-14	SUPPLIES - ST TOWELS-MATS-MOPS-BAG/PW SHOP	000000	141.41
		I-2277184	101-4192-426-04	SUPPLIES - CI MATS-MOPS-TOWELS-A-FLSH-BAG/HP	000000	259.77
		I-2277185	101-4192-426-04	SUPPLIES - CI TOWELS-MOPS-MATS/HP	000000	229.03
		I-2277186	101-4192-426-11	SUPPLIES - PA TOWELS-MATS-MOPS-C-ALLS/PARKS	000000	73.85
		I-2277194	101-4192-426-16	SUPPLIES -LOW TOWELS-BAG-MATS/L MAIN INFO CN	000000	39.15
		I-2277195	101-4192-426-07	SUPPLIES - FI TOWELS-BAG-MOPS-MATS/FIRE HALL	000000	28.92
		I-2277822	101-4192-426-12	SUPPLIES - PA MOPS-MATS-TOWELS-M-BURST/PAV.	000000	108.26
		I-2283286	101-4192-426-14	SUPPLIES - ST MATS-MOPS-TOWELS-C-ALLS/PW	000000	138.51
		I-2283287	101-4192-426-04	SUPPLIES - CI MOPS-MATS-BAT.-A-FLSH-TOWELS	000000	259.77
		I-2283288	101-4192-426-11	SUPPLIES - PA MOPS-MATS-TOWELS/HP	000000	229.03
		I-2283289	101-4192-426-11	SUPPLIES - PA TOWELS-BAG-MOPS-MATS/PARKS	000000	70.57
		I-2283298	101-4192-426-16	SUPPLIES -LOW MATS-MOPS-TOWELS-BAG/LM INFO	000000	40.71
		I-2283299	101-4192-426-07	SUPPLIES - FI TOWELS-BAG-MOPS-MAT/FIRE HALL	000000	30.19
		I-2283936	101-4192-426-12	SUPPLIES - PA MOPS-MATS-TOWELS-M-BURST/PAV.	000000	108.26
01-2177	PITNEY BOWES					
		I-1243253-JN15	101-4192-422-04	PROFESSIONAL QUARTERLY LEASING FEE	000000	237.93
01-2918	DAKOTACARE					
		I-061515	101-4192-415	GROUP INSURAN HEALTH INSURANCE - JULY	000000	1,286.39

PACKET: 03561 COMBINED - 7/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2962	COMPANION LIFE					
		I- 062215	101-4192-415	GROUP INSURAN LIFE INSURANCE - JULY	000000	6.19
01-3571	KRUZEL, TOM					
		I-061015TK	101-4192-425-13	REPAIRS - REC REIMB./T KRUZEL-STICKER FOR RC	000000	3.90
		I-061215(2)TK	101-4192-425-04	REPAIRS - CIT REIMB./T KRUZEL-TOUCH PAD/PD	000000	59.46
		I-061215TK	101-4192-425-13	REPAIRS - REC REIMB./T KRUZEL-CAMERA FOR RC	000000	49.94
01-3685	BLACK HILLS SECURITY &					
		I-P 103683	101-4192-422-08	PROFESSIONAL- SERV. CALL/ALARM HISTORY CNTR	000000	435.51
		I-P103646	101-4192-422-04	PROFESSIONAL SERVICE CALL/ALARM SYSTEM/CH	000000	193.88
		I-P103682	101-4192-422-04	PROFESSIONAL SERVICE CALL-ALARM/CITY HALL	000000	193.88
		I-R227428	101-4192-422-04	PROFESSIONAL CH CENT STATION/7-1 - 9-30-15	000000	89.85
		I-R227429	101-4192-422-04	PROFESSIONAL FIRE ALARM/7-1 - 9-30-15	000000	104.85
01-3838	VAST BROADBAND					
		I-061715-FIN	101-4192-428-04	UTILITIES - C PHONE/FINANCE-6-16-7-15-15	000000	177.08
		I-061715-LIB	101-4192-428-10	UTILITIES - L PHONE-I-NET/LIBR-6-16-7-15-15	000000	233.45
		I-061715-PW	101-4192-428-14	UTILITIES - S PHONE/PUB WORKS-6-16-7-15-15	000000	39.66
		I-061915-HC	101-4192-428-08	UTILITES - HI PHONE/HIS CNTR-6-18-7-17-15	000000	118.08
		I-061915-RC	101-4192-428-13	UTILITIES - R INTERNET-RC/6-18-7-17-15	000000	90.00
		I-061915-RC(2)	101-4192-428-13	UTILITIES - R PHONE/RC-6-18-7-17-15	000000	209.79
		I-062115-2MM	101-4192-428	UTILITIES PHONE/MM BOOTH-6-20-7-19-15	000000	39.33
		I-062115-PAV	101-4192-428-12	UTILITIES - P PHONE/PAVILION-6-20-7-19-15	000000	39.33
		I-062315-1MM	101-4192-428	UTILITIES PHONE-1 MM DRIVE-6-22-7-21-15	000000	39.33
		I-062515-FIRE	101-4192-428-07	UTILITIES - F PHONE/FIRE DEPT-6-24-7-23-15	000000	267.35
		I-062915-FIN.E-NET	101-4192-428	UTILITIES E-NET - CITY HALL	000000	1,248.79
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	39,750.15
01-0360	ABC BUSINESS SUPPLY					
		I-8555	101-4210-426	SUPPLIES BUBBLE ENVELOPES	000000	4.50
01-0508	GALLS, LLC					
		I-3659729	101-4210-426	SUPPLIES UNIFORM BOOTS	000000	183.94
01-0575	SOUTHSIDE OIL					
		I-88374	101-4210-427	TRAVEL PREMIUM GAS/POLICE	000000	4,615.49
01-0578	TWIN CITY HARDWARE & LU					
		I-E21583	101-4210-425	REPAIRS KEY	000000	1.69
		I-E25256	101-4210-426	SUPPLIES ROPE, SNAP, LINK	000000	17.97
01-0674	WHITE'S QUEEN CITY MOTO					
		I-124342	101-4210-425	REPAIRS HARNESS FOR TAHOE	000000	43.47
01-0970	FULLER, KELLY					
		I-061315	101-4210-415	GROUP INSURAN INSURANCE REIMBSMT	000000	426.62

PACKET: 03561 COMBINED - 7/7/15

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
01-1399	NEVE'S UNIFORMS, INC.					
		I-RP-035103	101-4210-426	SUPPLIES UNIFORM SHIRTS,STRIPES	000000	103.74
01-1725	QUILL CORPORATION					
		I-5008300	101-4210-426	SUPPLIES COMPUTER SUPPLIES - POLICE	000000	161.92
01-1768	HAMANN, ALEX					
		I-061115	101-4210-434	MACHINERY/EQU REIMBS-LIC.PLATE BRKT,HORN KIT	000000	110.19
01-1819	DAKOTA BUSINESS CENTER					
		I-IN283986	101-4210-424	RENTALS COPIER MAINTENANCE - POLICE	000000	151.47
01-1827	MS MAIL & MARKETING					
		I-7372	101-4210-426	SUPPLIES ENVELOPES	000000	50.00
01-2402	MERTENS, KENNETH					
		I-061915	101-4210-426	SUPPLIES REIMBS.WILD BILL DAYS SUPPLIES	000000	47.30
01-2918	DAKOTACARE					
		I-061515	101-4210-415	GROUP INSURAN HEALTH INSURANCE - JULY	000000	9,673.69
01-2962	COMPANION LIFE					
		I-062215	101-4210-415	GROUP INSURAN LIFE INSURANCE - JULY	000000	59.40
01-3399	THE VEST MAN					
		I-3695	101-4210-426	SUPPLIES VEST CARRIER	000000	305.00
DEPARTMENT 210 POLICE						TOTAL: 15,956.39
01-0545	LYNN'S DAKOTA MART					
		I-750940	101-4221-426	SUPPLIES FREEZER WRAP - FIRE DEPT	000000	8.58
01-0575	SOUTHSIDE OIL					
		I-88374	101-4221-426	SUPPLIES PREMIUM GAS/FIRE	000000	29.89
01-0578	TWIN CITY HARDWARE & LU					
		I-E23072	101-4221-425	REPAIRS FASTENERS - FIRE DEPT	000000	4.26
		I-E23524	101-4221-425	REPAIRS RECEPTACLE	000000	17.99
01-0846	GENPRO POWER SERVICES					
		I-D24951	101-4221-425	REPAIRS GENERATOR REPAIR	000000	432.60
01-1171	A & B BUSINESS SOLUTION					
		I-IN191734	101-4221-422	PROFESSIONAL COPIER MAINTENANCE - FIRE DEPT	000000	61.47
01-1430	MOTOROLA					
		I-13067475	101-4221-434	MACHINERY/EQU RADIOS	000000	4,892.55

PACKET: 03561 COMBINED - 7/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2594	DEADWOOD FIRE DEPARTMEN	I-063015	101-4221-422	PROFESSIONAL STAFFING - WILD BILL DAYS	000000	990.29
01-2918	DAKOTACARE	I-061515	101-4221-415	GROUP INSURAN HEALTH INSURANCE - JULY	000000	1,029.13
01-2962	COMPANION LIFE	I-062215	101-4221-415	GROUP INSURAN LIFE INSURANCE - JULY	000000	4.95
01-3424	BLACK HILLS URGENT CARE	I-122293	101-4221-422	PROFESSIONAL TESTING	000000	48.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 7,519.71
01-0510	GOLDEN WEST TECHNOLOGIE	I-292372	101-4232-422	PROFESSIONAL REBUILT LAPTOP-INSTALL PROGRAM	000000	505.75
01-0575	SOUTHSIDE OIL	I-88374	101-4232-426	SUPPLIES PREMIUM GAS/BUILDING INSPECTOR	000000	70.54
01-2918	DAKOTACARE	I-061515	101-4232-415	INSURANCE HEALTH INSURANCE - JULY	000000	900.74
01-2962	COMPANION LIFE	I-062215	101-4232-415	INSURANCE LIFE INSURANCE - JULY	000000	4.93
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 1,481.96
01-0093	DMI	I-VB338	101-4310-434	MACHINERY/EQU BOMAG VIBRATORY ROLLER/STREETS	000000	29,000.00
01-0151	ROCKMOUNT RESEARCH & AL	I-1208430	101-4310-426	SUPPLIES NEPTUNE MIG #1 SPOOL	000000	313.90
01-0360	ABC BUSINESS SUPPLY	I-8657	101-4310-426	SUPPLIES (3) CANNED AIR	000000	17.85
01-0467	CULLIGAN OF THE NORTHER	I-66606	101-4310-426	SUPPLIES (2) BOTTLED WATER/PW SHOP	000000	13.00
		I-67035	101-4310-426	SUPPLIES (3) BOTTLED WATER/PW SHOP	000000	19.50
01-0514	HILLS MATERIALS COMPANY	I-499066 RI	101-4310-426	SUPPLIES ROADSTONE/STREETS	000000	109.24
		I-502582 RI	101-4310-426	SUPPLIES 1" ROADSTONE/STREETS	000000	219.88
		I-502663 RI	101-4310-426	SUPPLIES 2" BALLAST/STREETS	000000	499.21
		I-502697 RI	101-4310-426	SUPPLIES UNWASHED SAND/STREETS	000000	106.87
		I-504705 RI	101-4310-426	SUPPLIES 2" BALLAST/STREETS	000000	339.34

PACKET: 03561 COMBINED - 7/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0561	SD ONE CALL					
		I-SD15-1368	101-4310-426	SUPPLIES	MESSAGE FEES/STREETS-WATER	000000 15.68
01-0575	SOUTHSIDE OIL					
		I-88374	101-4310-426	SUPPLIES	PREMIUM GAS/STREETS	000000 1,652.68
01-0578	TWIN CITY HARDWARE & LU					
		I-D324235	101-4310-426	SUPPLIES	(10) 17 W LED BULBS	000000 199.90
		I-D324373	101-4310-426	SUPPLIES	CONCRETE MIX-LEVELS	000000 37.16
		I-D324916	101-4310-426	SUPPLIES	KEY RINGS CHAINS-PHOTO CONTROL	000000 69.54
		I-D325192	101-4310-426	SUPPLIES	(4) ELASTIC STRAINERS	000000 17.96
		I-D325220	101-4310-425	REPAIRS	FBGLS RESIN-LIQUID HARDNER	000000 23.98
		I-D325441	101-4310-426	SUPPLIES	BLUE-RED MARKING PAINT	000000 237.66
		I-D325445	101-4310-425	REPAIRS	SPRAY FINISH-PAINT/WHT FLINER	000000 9.48
		I-D325659	101-4310-425	REPAIRS	ELECTRIC PHOTO CELL	000000 11.99
		I-D325752	101-4310-425	REPAIRS	OUTDOOR BOX	000000 7.99
		I-D325752	101-4310-425	REPAIRS	CONNECTOR-DOVER SWITCH-CORD	000000 26.96
		I-D325986	101-4310-426	SUPPLIES	YELLOW TRAFFIC PAINT	000000 849.90
		I-D326176	101-4310-426	SUPPLIES	WHITE MARKING-STRIPING PAINT	000000 87.88
		I-D326183	101-4310-426	SUPPLIES	(8) YELLOW STRIPING PAINT	000000 55.92
		I-E20764	101-4310-426	SUPPLIES	CONCRETE MIX	000000 4.59
		I-E20841	101-4310-426	SUPPLIES	SILICA SAND-PAINT THIN-ENAMEL	000000 26.47
		I-E21244	101-4310-426	SUPPLIES	(2) SMOOTH ROD	000000 8.98
		I-E21330	101-4310-426	SUPPLIES	LONG HANDLED SHOVEL	000000 19.98
		I-E21627	101-4310-426	SUPPLIES	RATCHETS-TOOL ASST-FASTN KIT	000000 73.95
		I-E225569	101-4310-426	SUPPLIES	VINYL TAPE	000000 2.58
		I-E22884	101-4310-425	REPAIRS	(2) 250W SODIUM BULBS	000000 53.98
		I-E22982	101-4310-425	REPAIRS	WHITE STRIPING PAINT	000000 89.88
		I-E23026	101-4310-426	SUPPLIES	(6) YELLOW STRIPING PAINT	000000 41.94
		I-E23027	101-4310-426	SUPPLIES	MARKING PAINT-COVERS-ENAMEL	000000 93.91
		I-E23040	101-4310-426	SUPPLIES	SAFETY RED RUST ENAMEL	000000 35.99
		I-E23083	101-4310-426	SUPPLIES	(6) RED MARKING PAINT	000000 41.91
		I-E23114	101-4310-426	SUPPLIES	PAINT-TRAY-ENAMEL-COVERS	000000 66.90
		I-E23191	101-4310-426	SUPPLIES	WADERS-SUSPENDERS	000000 229.95
		I-E23361	101-4310-425	REPAIRS	(3) SANDING SHEET/W FRT LINER	000000 8.97
		I-E23461	101-4310-425	REPAIRS	SPRAY PAINT-FINISH-SANDPAPER	000000 15.47
		I-E23812	101-4310-425	REPAIRS	CRACK SEALANT-CAULK GUN	000000 55.93
		I-E24028	101-4310-426	SUPPLIES	(2) BAGS ENDURO GROUT	000000 29.98
		I-E24101	101-4310-425	REPAIRS	LANTERN BATTERS	000000 87.92
		I-E24324	101-4310-425	REPAIRS	4X4 TREATED/GORDON PK OUTLETS	000000 13.98
		I-E24461	101-4310-425	REPAIRS	(8) LED 17W LED BULBS	000000 159.92
		I-E24841	101-4310-426	SUPPLIES	WADERS-SUSPENDERS	000000 223.95
		I-E24888	101-4310-426	SUPPLIES	(6) BAGS CONCRETE MIX	000000 27.54
		I-E25159	101-4310-426	SUPPLIES	UTILITY KNIFE/BILL'S TRUCK	000000 5.99
01-0677	LAWSON PRODUCTS, INC.					
		I-9303345568	101-4310-425	REPAIRS	CONCRETE PATCH/STREETS	000000 486.50
01-0782	JACOBS PRECISION WELDIN					

PACKET: 03561 COMBINED - 7/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN	continued				
		I-34514645	101-4520-425	REPAIRS LAWN SERVICE-FB FIELD	000000	371.75
		I-34527905	101-4520-425	REPAIRS LAWN SERVICE/ADAMS MUSEUM	000000	73.50
		I-34554992	101-4520-425	REPAIRS LAWN SERVICE/HWY 14 A WEL SIGN	000000	1,368.00
01-0467	CULLIGAN OF THE NORTHER					
		I-66605	101-4520-426	SUPPLIES (1) BOTTLED WATER/PARKS SHOP	000000	6.50
		I-67036	101-4520-426	SUPPLIES (2) BOTTLED WATER/PARKS SHOP	000000	13.00
01-0514	HILLS MATERIALS COMPANY					
		I-495463 RI	101-4520-425	REPAIRS UNWASHED SAND	000000	215.43
01-0547	M&M SANITATION					
		I-27991	101-4520-425	REPAIRS SEPTIC TANK PUMPING/TRAILHEAD	000000	250.00
01-0575	SOUTHSIDE OIL					
		I-88374	101-4520-426	SUPPLIES PREMIUM GAS/PARKS/MT. MORIAH	000000	2,000.01
01-0578	TWIN CITY HARDWARE & LU					
		I-D324088	101-4520-426	SUPPLIES 10 LB WILD BIRD SEED	000000	7.99
		I-D324242	101-4520-426	SUPPLIES (2) WASTEBASKETS	000000	6.98
		I-D324316	101-4520-426	SUPPLIES GRASS SHEAR-GLOVES-KNIFE-CLAW	000000	115.94
		I-D325133	101-4520-426	SUPPLIES (2) 48" GARDEN HOSE	000000	29.98
		I-D326241	101-4520-426	SUPPLIES EXTENDED ROUNDUP	000000	14.99
		I-D326420	101-4520-426	SUPPLIES DECK SCRUB-CLAW-BRUSH-GLOVES	000000	82.95
		I-E24152	101-4520-426	SUPPLIES FASTENERS-CARRIAGE SCREW ZINC	000000	32.29
01-0782	JACOBS PRECISION WELDIN					
		I-21656	101-4520-426	SUPPLIES 8' OF 1/8 X 3/4 FLAT BAR	000000	4.80
		I-21659	101-4520-426	SUPPLIES 8' OF 3/8" ROUND BAR	000000	5.60
		I-21942	101-4520-433	IMPROVEMENTS 4' OF 3-1/2" SCHEDULE 40 PIPE	000000	33.33
01-1171	A & B BUSINESS SOLUTION					
		I-IN191094	101-4520-426	SUPPLIES COPIES/PW COPIER-PARKS	000000	32.23
01-1207	SPEARFISH HUSKY					
		I-0002621	101-4520-426	SUPPLIES TRIMMER LINE/PARKS	000000	120.00
01-1502	BLACK HILLS CHEMICAL					
		I-080549	101-4520-426	SUPPLIES BLACK PLASTIC BAGS/PARKS	000000	497.00
		I-080550	101-4520-426	SUPPLIES BLACK PLASTIC BAGS/PARKS	000000	497.00
		I-080551	101-4520-426	SUPPLIES BLACK PLASTIC BAGS/PUB BLDGS	000000	248.50
		I-084107	101-4520-426	SUPPLIES BLACK PLASTIC BAGS/ PARKS	000000	142.00
		I-084411	101-4520-426	SUPPLIES GLVS-SPRAY-CLNR-TISSUE-TOWELS	000000	318.02
		I-084794	101-4520-426	SUPPLIES H SOAP-TISSUE-TOWELS-KLEENEX	000000	150.75
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1347638	101-4520-426	SUPPLIES PRUNERS-SPOOL INSERT-SP PLUGS	000000	223.26
		I-1347802	101-4520-426	SUPPLIES CARBURETOR CIQ ZAMA-AIR FLTR	000000	85.78

PACKET: 03561 COMBINED - 7/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2889	ATCO INTERNATIONAL					
		I-10435685	101-4520-426	SUPPLIES T-N-T SUPPRESS/PARKS	000000	376.00
01-2918	DAKOTACARE					
		I-061515	101-4520-415	GROUP INSURAN HEALTH INSURANCE - JULY	000000	4,165.67
01-2962	COMPANION LIFE					
		I-062215	101-4520-415	GROUP INSURAN LIFE INSURANCE - JULY	000000	25.99
01-3346	REGIONAL HEALTH PHYSICI					
		I-134987C2296	101-4520-422	PROFESSIONAL TESTING	000000	200.00
01-3424	BLACK HILLS URGENT CARE					
		I-122293	101-4520-422	PROFESSIONAL TESTING	000000	240.00
01-3705	BLACK HILLS POWER EQUIP					
		I-34608	101-4520-425	REPAIRS COVER NOZZLE DOOR-BRACKET	000000	125.72
01-3867	LESKCA, INC.					
		I-APP #1 - 6/10/15	101-4520-433-01	CIP - TRAIL C MICKELSON TRAILHEAD BOARDWALK	000000	78,370.00
			DEPARTMENT 520	PARKS	TOTAL:	91,094.71
01-0382	ARLETH LAND SURVEYING L					
		I-897	101-4640-422	PROFESSIONAL TITLE WORK	000000	696.75
		I-898	101-4640-422	PROFESSIONAL LOTS 8 & 9 LOT 3 BLK C	000000	1,452.50
01-1496	LAWRENCE CO. REGISTER O					
		I-061515	101-4640-422	PROFESSIONAL PLAT FEES	000000	120.00
01-2918	DAKOTACARE					
		I-061515	101-4640-415	GROUP INSURAN HEALTH INSURANCE - JULY	000000	900.73
01-2962	COMPANION LIFE					
		I-062215	101-4640-415	GROUP INSURAN LIFE INSURANCE - JULY	000000	7.43
			DEPARTMENT 640	PLANNING AND ZONING	TOTAL:	3,177.41
			FUND	101 GENERAL FUND	TOTAL:	214,184.80

PACKET: 03561 COMBINED - 7/7/15

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE NORTHER					
		I-82732	206-4550-426	SUPPLIES WATER, CUPS	000000	10.50
01-1042	REDBOOK					
		I-062715	206-4550-434	BOOKS, MAPS A 2 YR SUBSCRIPTION	000000	43.94
01-1171	A & B BUSINESS SOLUTION					
		I-IN173442	206-4550-426	SUPPLIES COPIER LEASE-LIBRARY-APRIL	000000	36.73
		I-IN185962	206-4550-426	SUPPLIES COPIER LEASE-LIBRARY-MAY	000000	36.73
		I-IN186976	206-4550-426	SUPPLIES COPIER LEASE-LIBRARY-JUNE	000000	36.73
01-1314	FITNESS					
		I-0636275133	206-4550-434	BOOKS, MAPS A 2 YR SUBSCRIPTION	000000	14.98
01-1557	DEMCO, INC.					
		I-5608271	206-4550-426	SUPPLIES POLYPROP LAM	000000	125.16
01-1562	MIDWEST TAPE					
		I-92872075	206-4550-434	BOOKS, MAPS A DVDs	000000	22.99
		I-92898519	206-4550-434	BOOKS, MAPS A DVDs	000000	45.98
		I-92943364	206-4550-434	BOOKS, MAPS A DVDs	000000	45.98
		I-92964756	206-4550-434	BOOKS, MAPS A DVDs	000000	39.98
01-1626	SERVALL UNIFORM AND LIN					
		I-2270598	206-4550-425	REPAIRS TOWELS, MOP	000000	19.06
		I-2283300	206-4550-425	REPAIRS TOWELS, MOP	000000	19.14
01-1827	MS MAIL & MARKETING					
		I-7321	206-4550-426	SUPPLIES ENVELOPES, CARDS-LIBRARY	000000	133.00
01-1871	SD STATE ARCHIVES					
		I-4352	206-4550-429	OTHER MICROFILM-BH PION-DEC 2014	000000	28.80
		I-5052	206-4550-429	OTHER MICROFILM-BH PION-NOV, JAN, FEB	000000	86.40
01-1911	EMERY-PRATT COMPANY					
		I-558583	206-4550-434	BOOKS, MAPS A BOOKS	000000	292.56
		I-558762	206-4550-434	BOOKS, MAPS A BOOK	000000	15.07
01-2918	DAKOTACARE					
		I-061515	206-4550-415	GROUP INSURAN HEALTH INSURANCE - JULY	000000	1,408.18
01-2962	COMPANION LIFE					
		I- 062215	206-4550-415	GROUP INSURAN LIFE INSURANCE - JULY	000000	9.90
01-3032	OTIS ELEVATOR COMPANY					
		I-CLH650132715	206-4550-425	REPAIRS 3RD QTR CONTRACT - LIBRARY	000000	120.81
01-3282	OSBORN, JANET					
		I-063015	206-4550-424	CHILDREN'S PR BKS/SUPPLIES-SUMMER PROGRAM	000000	358.08

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03561 COMBINED - 7/7/15

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
01-3305	CENTURION TECHNOLOGIES					
		I-169565	206-4550-426	SUPPLIES MAINTENANCE RENEWAL-SMARTSHIEL	000000	50.00
01-3665	MITZI'S BOOKS					
		I-2375	206-4550-424	CHILDREN'S PR CHILDREN'S BOOKS	000000	55.12
		I-2378	206-4550-424	CHILDREN'S PR CHILDREN'S BOOKS	000000	159.60
		I-2381	206-4550-424	CHILDREN'S PR CHILDREN'S BOOKS	000000	43.10
01-3869	CDW GOVERNMENT					
		I-WJ90515	206-4550-426	SUPPLIES COMPUTERS	000000	2,428.92
			DEPARTMENT 550	LIBRARY	TOTAL:	5,687.44
			FUND	206 LIBRARY FUND	TOTAL:	5,687.44

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 PACKET: 03561 COMBINED - 7/7/15
 VENDOR SET: 01
 FUND : 209 BED & BOOZE FUND
 DEPARTMENT: 510 REC CENTER
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0223	COCA COLA BOTTLING HIGH	I-1471055	209-4510-426	SUPPLIES AQUA PURE/DEPOSIT-RC	000000	25.75
01-2499	PIONEER PRODUCTS, INC.	I-SI-82081	209-4510-425	REPAIRS FLOOR CLEANER-S&H	000000	404.60
01-2645	HAWKINS INC	I-3742954	209-4510-426	SUPPLIES CHEMICALS/REC CENTER	000000	1,024.75
01-2889	ATCO INTERNATIONAL	I-IO435211	209-4510-426	SUPPLIES CLEANING SUPPLIES/RC	000000	532.75
01-2918	DAKOTACARE	I-061515	209-4510-415	GROUP INSURAN HEALTH INSURANCE - JULY	000000	1,485.31
01-2962	COMPANION LIFE	I- 062215	209-4510-415	GROUP INSURAN LIFE INSURANCE - JULY	000000	4.95
01-3151	KONE INC.	I-949011096	209-4510-422	PROFESSIONAL MAINT./ELEVATOR/RC-5-1 - 5-31	000000	133.40
01-3346	REGIONAL HEALTH PHYSICI	I-134987C2296	209-4510-422	PROFESSIONAL TESTING	000000	75.00
01-3424	BLACK HILLS URGENT CARE	I-122293	209-4510-422	PROFESSIONAL TESTING	000000	90.00
01-3482	ZOGICS	I-15273	209-4510-426	SUPPLIES ZOGICS WELLNESS CENTER WIPES	000000	719.70
01-3506	ALSCO	I-LCAS964330	209-4510-426	SUPPLIES MATS/REC CENTER	000000	81.97
01-3648	NETWORK SERVICES COMPAN	I-144886-0	209-4510-426	SUPPLIES ROLL WHITE PAPER TOWELS/RC	000000	138.33
		I-148945-0	209-4510-426	SUPPLIES SHOWER CLNR-TISSUE/RC	000000	172.88
DEPARTMENT 510 REC CENTER					TOTAL:	4,889.39
01-3309	THE LORD'S CUPBOARD	I-061515	209-4980-429	OTHER 2015 ALLOCATION	000000	2,500.00
DEPARTMENT 980 SPECIAL EVENTS					TOTAL:	2,500.00
FUND 209 BED & BOOZE FUND					TOTAL:	7,389.39

PACKET: 03561 COMBINED - 7/7/15

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-139-15	215-4572-235	VISITOR MGMT MAY 2015	000000	20,000.00
		I-140-15	215-4572-235	VISITOR MGMT JUNE 2015	000000	20,000.00
01-3558	DEADWOOD HISTORY, INC.					
		I-061015	215-4572-235	VISITOR MGMT STAGECOACH DAYS 2015	000000	12,000.00
01-3865	BOYS & GIRLS CLUB OF LE					
		I-201506	215-4572-235	VISITOR MGMT INTEGRATED LOCAL HISTORY CURRI	000000	2,500.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 54,500.00
01-0451	RUNGE, MIKE					
		I-061915	215-4573-335	HIST. INTERP. REIMB PANORAMIC POSTCARDS	000000	63.24
01-0578	TWIN CITY HARDWARE & LU					
		I-D324767	215-4573-335	HIST. INTERP. SPRAY ADHESIVE	000000	25.98
		I-D325159	215-4573-335	HIST. INTERP. 1/2" SB CUP HOOK	000000	5.52
01-2014	TOMS, DON					
		I-2015 LC TRANSCRIPT	215-4573-335	HIST. INTERP. BOOK 2 LETTERS	000000	630.00
01-2928	DAKOTA PLAINS AUCTION C					
		I-3585	215-4573-330	HIST. INTERP. CHARLIE ROBINSON MORTICIAN COL	000000	873.43
DEPARTMENT 573 HP HISTORIC INTERPRETATION						TOTAL: 1,598.17
01-0621	AMERICAN TECHNICAL SERV					
		I-061015	215-4575-515	GRANT/LOAN RE #2 DUDLEY	000000	520.00
01-1219	BROKEN BOOT GOLD MINE,					
		I-62415	215-4575-510	GRANT/LOAN NO NOT FOR PROFIT GRANT	000000	7,568.16
DEPARTMENT 575 HP DEADWOOD GRANT AND LOAN						TOTAL: 8,088.16
01-2394	GUNDERSON, PALMER, NELS					
		I-60415	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	817.50
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL: 817.50
01-0360	ABC BUSINESS SUPPLY					
		I-8640	215-4577-735	CAPITAL ASSET SHELIVING RODEO GROUNDS	000000	750.00
01-0578	TWIN CITY HARDWARE & LU					
		I-D324648	215-4577-760	CAPITAL ASSET BULBS FOR STREET LIGHTS	000000	199.90

PACKET: 03561 COMBINED - 7/7/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-D325303	215-4577-745	CAPITAL ASSET SAND FOR WHITE PAVERS	000000	359.70
		I-D325304	215-4577-745	CAPITAL ASSET SAND WHITE PAVERS	000000	149.97
		I-D325305	215-4577-745	CAPITAL ASSET SAND WHITE PAVERS	000000	825.86
		I-D325306	215-4577-745	CAPITAL ASSET SAND WHITE PAVERS	000000	825.86
01-0637	HILLS INTERIORS, INC.					
		I-35283	215-4577-725	CAPITAL ASSET FLOORING ADAMS HOUSE	000000	1,876.23
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D5511	215-4577-795	CAPITAL ASSET FIRE WISE/PROJECT RC05	000000	3,524.09
01-3691	BERENDSE & SONS					
		I-6833-IN	215-4577-705	CAPITAL ASSET LIBRARY WINDOWS	000000	17,852.40
01-3867	LESKCA, INC.					
		I-APP #1 - 6/10/15	215-4577-775	CAPITAL ASSET MICKELSON TRAILHEAD BOARDWALK	000000	78,370.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						104,734.01
01-0097	FARMER BROTHERS CO					
		I-62525276SO	215-4641-426	SUPPLIES SUPPLIES	000000	30.15
01-0360	ABC BUSINESS SUPPLY					
		I-8099	215-4641-426	SUPPLIES NAME BADGES/HOLE PUNCH	000000	131.64
01-0502	FEDERAL EXPRESS CORP.					
		I-5-059-54715	215-4641-422	PROFESSIONAL SHIPPING PANNIER PROOFS	000000	28.69
01-0575	SOUTHSIDE OIL					
		I-88374	215-4641-425	REPAIRS PREMIUM GAS/HP OFFICE	000000	60.68
01-1827	MS MAIL & MARKETING					
		I-7311	215-4641-423	PUBLISHING MAY NEWSLETTER	000000	589.34
		I-7326	215-4641-426	SUPPLIES ENVELOPES/BUS CARDS KK	000000	112.50
01-2918	DAKOTACARE					
		I-061515	215-4641-415	GROUP INSURAN HEALTH INSURANCE - JULY	000000	4,963.38
01-2962	COMPANION LIFE					
		I- 062215	215-4641-415	GROUP INSURAN LIFE INSURANCE - JULY	000000	17.33
01-3314	CENTURY BUSINESS PRODUC					
		I-279907	215-4641-428	UTILITIES COPIER 05/09-06/08/15	000000	643.78
01-3839	VAST BUSINESS					
		I-62115	215-4641-428	UTILITIES 06/20-07/19/15	000000	136.61
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						6,714.10
FUND 215 HISTORIC PRESERVATION TOTAL:						176,451.94

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03561 COMBINED - 7/7/15

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
01-3868	ALL SERVICE ELECTIRC					
		I-62415	216-1310	DUE FROM OTHE 604 606 MAIN NUGGET SALOON	000000	9,873.47
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	9,873.47
01-1496	LAWRENCE CO. REGISTER O					
		I-62415	216-4653-960	CLOSING CO 21 LINCOLN DUSTIN LAURA FLOYD	000000	90.00
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	90.00
			FUND	216 REVOLVING LOAN	TOTAL:	9,963.47

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PACKET: 03561 COMBINED - 7/7/15

VENDOR SET: 01

FUND : 544 ST. AMBROSE PROJECT

DEPARTMENT: 370 ST. AMBROSE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1225	CAI CONSTRUCTION, LLC					
		I-APP3	544-4370-422	PROFESSIONAL ST AMBROSE PHASE 5	000000	21,031.52
				DEPARTMENT 370 ST. AMBROSE	TOTAL:	21,031.52

				FUND 544 ST. AMBROSE PROJECT	TOTAL:	21,031.52

PACKET: 03561 COMBINED - 7/7/15

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
01-0093	DMI	I-VB338	602-4330-434	MACHINERY/EQU BOMAG VIBRATORY ROLLER/WATER	000000	10,000.00
01-0561	SD ONE CALL	I-SD15-1368	602-4330-426	SUPPLIES MESSAGE FEES/STREETS-WATER	000000	15.68
01-0575	SOUTHSIDE OIL	I-88374	602-4330-426	SUPPLIES PREMIUM GAS/WATER	000000	825.29
01-0578	TWIN CITY HARDWARE & LU	I-E24106	602-4330-425	REPAIRS MOTOR-FREIGHT	000000	80.94
		I-E24208	602-4330-426	SUPPLIES PTFE TAPE-PIPE THRD SEALANT	000000	16.97
		I-E24439	602-4330-426	SUPPLIES DRILL BITS	000000	23.45
01-0684	NORTHWEST PIPE FITTINGS	I-156093	602-4330-425	REPAIRS EXTENSION FOR 5-1/4 HYDRANT	000000	1,056.20
		I-156883	602-4330-425	REPAIRS 2" 3RD 2 PCS BALL VALVE/WATER	000000	51.95
		I-157633	602-4330-425	REPAIRS CORP STOP-CURB-STOP-ADAPT-TAPT	000000	234.12
01-0841	TSP, INC.	I-0049030	602-4330-433-01	CIP-HIWAY 85 WATER SYSTEM IMPROVEMENTS	000000	2,079.72
01-1171	A & B BUSINESS SOLUTION	I-IN191094	602-4330-426	SUPPLIES COPIES/PW COPIER-WATER	000000	32.23
01-1827	MS MAIL & MARKETING	I-7311-A	602-4330-426	SUPPLIES UTILITY BILLS MAILING	000000	251.99
		I-7327	602-4330-422	PROFESSIONAL BIND BOOKS FOR ST INFO/DONOVAN	000000	40.00
01-2500	TTG ENTERPRISES INC.	I-1563	602-4330-425	REPAIRS REPLACE PRESS. REDUCER/E MAIN	000000	442.50
01-2918	DAKOTACARE	I-061515	602-4330-415	GROUP INSURAN HEALTH INSURANCE - JULY	000000	2,822.95
01-2962	COMPANION LIFE	I- 062215	602-4330-415	GROUP INSURAN LIFE INSURANCE - JULY	000000	16.09
DEPARTMENT 330 WATER					TOTAL:	17,990.08
FUND 602 WATER FUND					TOTAL:	17,990.08

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PACKET: 03561 COMBINED - 7/7/15

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	
01-0578	TWIN CITY HARDWARE & LU	I-D324700	607-4580-425	REPAIRS	FLUSH VLVE-GASKET-NUTS-TAPE	000000	30.96
01-1207	SPEARFISH HUSKY	I-0002621	607-4580-426	SUPPLIES	TRIMMER LINE/MT. MORIAH	000000	120.00
01-1798	CHAINSAW CENTER/DAKOTA	I-1347252	607-4580-425	REPAIRS	CONNECTOR-CHOKE KNOB-GAS CANS	000000	118.40
01-3346	REGIONAL HEALTH PHYSICI	I-134987C2296	607-4580-422	PROFESSIONAL	TESTING	000000	150.00
01-3424	BLACK HILLS URGENT CARE	I-122293	607-4580-422	PROFESSIONAL	TESTING	000000	180.00
DEPARTMENT 580 MT. MORIAH						TOTAL:	599.36
FUND 607 MT MORIAH CEMETERY OPERAT						TOTAL:	599.36

PACKET: 03561 COMBINED - 7/7/15

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU					
		I-E24231	610-4360-426	SUPPLIES CABLE TIE	000000	13.98
		I-E24805	610-4360-425	REPAIRS FASTENERS	000000	3.15
01-0598	SUMMIT SIGNS & SUPPLY,					
		I-46896	610-4360-426	SUPPLIES DEAD END SIGNS	000000	205.60
01-1003	VERIZON WIRELESS					
		I-9747205862	610-4360-422	PROFESSIONAL PHONE SERVICE - METERS	000000	40.01
01-1808	NELSON, MARY JO					
		I-061815	610-4360-426	SUPPLIES REIMBURSE-PARKING INFO	000000	27.76
01-2918	DAKOTACARE					
		I-061515	610-4360-415	GROUP INSURAN HEALTH INSURANCE - JULY	000000	2,437.31
01-2962	COMPANION LIFE					
		I- 062215	610-4360-415	GROUP INSURAN LIFE INSURANCE - JULY	000000	14.85
01-2994	CHAMBERLIN ARCHITECTS					
		I-6 - 2015	610-4360-422-01	CIP DESIGN AT DEADWOOD VISITOR CENTER	000000	36,016.04
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						38,758.70
01-0360	ABC BUSINESS SUPPLY					
		I-8212	610-4361-426	SUPPLIES INK FOR COMPUTER	000000	19.99
01-0545	LYNN'S DAKOTA MART					
		I-0044	610-4361-426	SUPPLIES 24 PK WATER	000000	22.80
01-0575	SOUTHSIDE OIL					
		I-88374	610-4361-426	SUPPLIES PREMIUM GAS/TROLLEY	000000	4,113.02
01-0578	TWIN CITY HARDWARE & LU					
		I-D326007	610-4361-426	SUPPLIES MOLDING OAK	000000	75.96
		I-E21674	610-4361-426	SUPPLIES FASTENERS, 24PK WATER	000000	19.24
		I-E21978	610-4361-426	SUPPLIES HANDLE, 24PK WATER	000000	26.97
		I-E22128	610-4361-426	SUPPLIES NOZZLE	000000	16.99
		I-E23009	610-4361-426	SUPPLIES SOAP, CORD, WATER	000000	40.88
		I-E23993	610-4361-426	SUPPLIES FASTENERS, WATER, DRILL BIT	000000	48.55
		I-E24359	610-4361-426	SUPPLIES MOPHEAD, BOWL CLEANER	000000	28.45
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-41660	610-4361-425	REPAIRS A/C COMPRESSOR	000000	1,306.40
		I-1-41671	610-4361-425	REPAIRS LABOR TO REPLACE COMPRESSOR	000000	480.00
01-1410	WESTERN COMMUNICATIONS,					
		I-15-709847	610-4361-426	SUPPLIES ANTENNAS	000000	54.00

PACKET: 03561 COMBINED - 7/7/15

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1503	BLACK HILLS SPECIAL SER					
		I-3491	610-4361-422	PROFESSIONAL TROLLEY CLEANING - MAY	000000	1,419.00
01-1626	SERVALL UNIFORM AND LIN					
		I- 2281401	610-4361-426	SUPPLIES TOWELS & MATS	000000	74.13
		I-2275453	610-4361-426	SUPPLIES TOWELS & MATS	000000	58.25
		I-2278344	610-4361-426	SUPPLIES TOWELS & MATS	000000	65.30
		I-2284471	610-4361-426	SUPPLIES TOWELS & MATS	000000	65.30
		I-2287519	610-4361-426	SUPPLIES TOWELS & MATS	000000	74.13
01-2918	DAKOTACARE					
		I-061515	610-4361-415	GROUP INSURAN HEALTH INSURANCE - JULY	000000	1,536.56
01-2962	COMPANION LIFE					
		I- 062215	610-4361-415	GROUP INSURAN LIFE INSURANCE - JULY	000000	9.90
01-3343	L.L. BEAN, INC.					
		I-OEO2905464	610-4361-426	SUPPLIES EMBROIDERY ON UNIFORM SHIRTS	000000	424.35
01-3346	REGIONAL HEALTH PHYSICI					
		I-134987C2296	610-4361-422	PROFESSIONAL TESTING	000000	87.50
01-3424	BLACK HILLS URGENT CARE					
		I-122293	610-4361-422	PROFESSIONAL TESTING	000000	231.00
01-3641	ALL AROUND AUTO, LLC					
		I-294576	610-4361-426	SUPPLIES BOW EYE SINGLE	000000	7.69
		I-295124	610-4361-426	SUPPLIES BATTERY	000000	225.31
		I-295207	610-4361-426	SUPPLIES SERPENTINE BELT, FILTERS, OIL	000000	331.64
		I-295275	610-4361-426	SUPPLIES AIR FILTER	000000	18.77
		I-295318	610-4361-426	SUPPLIES LAMPS	000000	59.66
		I-295520	610-4361-426	SUPPLIES BELT	000000	54.29
		I-295726	610-4361-426	SUPPLIES SLIDE TERMINALS	000000	6.78
		I-295732	610-4361-426	SUPPLIES DISCS	000000	59.23
		I-295854	610-4361-426	SUPPLIES V-RIBBED BELT	000000	64.87
		I-296158	610-4361-426	SUPPLIES HEADLIGHT SWITCH	000000	70.36
		I-296169	610-4361-426	SUPPLIES REFRIGERANT	000000	55.74
		I-296327	610-4361-426	SUPPLIES OIL, AIR FILTER	000000	114.34
		I-296913	610-4361-426	SUPPLIES WIRE BRUSHES	000000	23.09
		I-297016	610-4361-426	SUPPLIES ANTIFREEZE	000000	22.48

DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL: 11,412.92

FUND 610 PARKING/TRANSPORTATION TOTAL: 50,171.62

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03561 COMBINED - 7/7/15

VENDOR SET: 01

FUND : 700 5th GRADE DARE FUND

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-2685	CREATIVE PRODUCT SOURCI					
		I-84665	700-4000-429	OTHER SHIPPING FEE/DARE PRODUCT	000000	9.00
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						9.00

FUND 700 5th GRADE DARE FUND TOTAL:						9.00

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03561 COMBINED - 7/7/15

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
=====						
01-0575	SOUTHSIDE OIL					
		1-88374	701-4324-426	SUPPLIES PREMIUM GAS/TRI CITY DUMP	000000	801.68
				DEPARTMENT 324 RUBBLE SITE	TOTAL:	801.68

			FUND 701	RUBBLE SITE	TOTAL:	801.68
					REPORT GRAND TOTAL:	522,008.67

VENDOR SET: 01

A/P PAYMENT REGISTER

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Add'l Bill

Special Check #83142 Bid 7

VENDOR SEQUENCE

VENDOR	ITEM NC#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	GROSS	PAYMENT	OUTSTANDING
						DISC DT	BALANCE	DISCOUNT	

01-3146 TENTEKKOTA, LLC.

I 062315	BID 7 PYMT PER AGREEMENT	FNBAP	R	6/23/2015	510,944.20	510,944.20CR	
					510,944.20		
	VENDOR TOTALS	REG. CHECK			510,944.20	510,944.20CR	0.00
					510,944.20	0.00	

MONTHLY SUMMARY AND
COMPARISON

06/23/2015

	Bid Billing	# days in Month	Total Rooms at 100% Occupancy	Total Rooms Occupied for Month	# Rooms Pd Tax	# Rooms Comp No Tax	Occupancy Rate-all Rooms occu	Occupancy Rate-Occu w/Tax Pd	Revenue From Tax	\$ Change From Same Month Prior Yr	Committed to DMG	DUE TO TENTEXKOTA
2014												
December Pd in January	1487	31	46,097	13,395	11,185	2,210	29.06%	24.26%	\$ 22,370.00	(966.00)		
January Pd in February	1487	31	46,097	15,546	13,967	1,579	33.72%	30.30%	\$ 27,934.00	4,122.00		
February Pd in March	1487	28	41,636	17,124	15,421	1,703	41.13%	37.04%	\$ 30,842.00	792.00		
March Pd in April	1487	31	46,097	19,052	17,130	1,922	41.33%	37.16%	\$ 34,260.00	(980.00)		
April Pd in May	1487	30	44,610	17,801	16,013	1,788	39.90%	36.90%	\$ 32,026.00	3,964.00		
May Pd in June	1487	31	46,097	23,335	21,487	1,848	50.62%	46.61%	\$ 42,974.00	1,840.00		
June Pd in July	1487	30	44,610	32,700	30,913	1,787	73.30%	69.30%	\$ 61,826.00	4,054.00		
July Pd in August	1529	31	47,399	36,425	34,564	1,861	76.85%	72.92%	\$ 69,128.00	5,558.00		
August Pd in September	1529	31	47,399	37,029	35,236	1,793	78.12%	74.34%	\$ 70,472.00	5,098.00		
September Pd in October	1527	30	45,810	30,654	28,821	1,833	66.92%	62.91%	\$ 57,642.00	36.00		
October Pd in November	1525	31	47,275	24,073	21,706	2,367	50.92%	46.91%	\$ 43,412.00	9,302.00		
November Pd in December	1525	30	45,750	14,317	12,503	1,874	31.43%	27.33%	\$ 25,006.00	2,068.00		
TOTAL YTD 2014			548,877	281,511	259,946	22,585	51.11%	47.00%	\$ 617,892.00	\$ 35,288.00	\$ 314,111.70	
2015												
December Pd in January	1525	31	47,275	15,141	13,142	1,998	32.03%	27.80%	\$ 26,284.00	3,914.00		
January Pd in February	1525	31	47,275	19,046	17,029	2,017	40.29%	36.02%	\$ 34,058.00	6,124.00		
February Pd in March	1525	28	42,700	17,749	16,194	1,555	41.57%	37.93%	\$ 32,368.00	1,546.00		
March Pd in April	1525	31	47,275	19,781	17,947	1,834	41.84%	37.96%	\$ 35,894.00	1,634.00		
April Pd in May	1525	30	45,750	18,726	17,013	1,713	40.93%	37.19%	\$ 34,026.00	2,000.00		
May Pd in June	1525	31	47,275	26,106	23,850	2,256	55.22%	50.45%	\$ 47,700.00	4,726.00		
June Pd in July	1525	30	45,750									
July Pd in August	1525	31	47,275									
August Pd in September	1525	31	47,275									
September Pd in October	1525	30	45,750									
October Pd in November	1525	31	47,275									
November Pd in December	1525	30	45,750									
TOTAL YTD 2015			556,625	116,549	106,175	11,374	41.98%	37.89%	\$ 210,350.00	\$ 19,944.00	\$ 199,832.50	\$ 199,832.50
				2015 AVG	OCCUPANCY	RATE YTD						\$ 510,944.20

work to
vendor 314
tentexkota
Bid 7 per
agreement
MJ

314-4636-423

7-6-15
SA

June 23, 2015

To Whom It May Concern:

Moonrise Mountain Enterprises of rural Whitewood, SD, respectfully requests to be included on the Deadwood City Commission agenda at the earliest available meeting time to ask for permission to operate a Farmers Market on city property at the corner of Deadwood and Siever streets: <https://www.google.com/maps/@44.375237,-103.729898,3a,75y,290.54h,80.13t/data=!3m6!1e1!3m4!1s1JGzkiVDkGZMuKsDi6TEg!2e0!7i3328!8i1664!6m1!1e1>

Locally cultivating and selling foods and crafts, Dahl McLean and Talli Nauman are the proprietors of Moonrise Mountain Enterprises, which we established in 2004.

We are asking for a permit for the use of the described city property for a Farmer's Market in recognition of Deadwood's origins, which were reliant on the local supply of food from milk producers at the dairy of the historic Anderson Ranch adjacent to our place and on fruits, vegetables and grains grown in our part of Lawrence County.

We would need the permission to set up and operate with our canopies, tables, and signs every Friday from 9 a.m. to 2 p.m. from July through October, beginning in 2015. The specific dates for 2015 are: July 3, 10, 27, 24, and 31; Aug. 7, 14, 21, and 28; Sept. 4, 11, 18, and 25; Oct. 2, 9, 16, 23 and 30. We agree with Chamber of Commerce Executive Director Lee Harstad to refrain from operation if it would create a conflict with scheduled events at the premises leased to that entity.

We have operated a Farmers Market in Deadwood on private property at the northeast corner of Pine and Sherman streets since 2011. One or two other producers with tables and canopies join us. We wish to relocate our market stand to the Deadwood and Siever Street address to become a more visible and integrated part of the city's tourism trade.

Farmers will unload vehicles at the location at 9 a.m. and remove them to designated parking areas, as we have in past years, for the duration of the market, which is from 10 a.m. to 1 p.m., when we reload the vehicles, clean the area, departing by 2 p.m.

While this is a very low-impact activity, we are responsible for and commit to maintaining the area we use to avoid any degradation of the property as it now exists and to safeguard its attractiveness. Tasks we perform to assure this include: sweeping, gathering litter, washing spills, and off-site disposal of trash in designated receptacles.

As farmers, we have proof of insurance and a South Dakota sales tax license.

We have received verbal expressions of hearty support and endorsement for using the venue as a Farmers Market from the operators of the private property and business interests surrounding the proposed public site: Deadwood Chamber of Commerce Executive Director Lee Harstad, Teah Pray of Historic Boot Hill Bus Tours, Jim Shedd of Shedd Jewelers, Georgette Ohayon of Shankar Jewelry and Dee of Martin Mason Hotel, Deadwood Gold and Iron Horse.

Thank you for your consideration. We look forward to your response at your earliest convenience.

Sincerely,

Talli and Dahl
Moonrise Mountain Enterprises
<http://www.localharvest.org/moonrise-mountain-ranch-M16096>
605 269 2206

7-6-15
6A

CITY SLOT AUCTION HELD JUNE 16, 2015 RESULTS AND RECAP OF ALL CITY SLOT CONTRACTS

ROUND	BIDDER #	BIDDER NAME	# MACH	PER MACHINE	TOTAL
1	1	Cadillac Jacks	5	\$ 8,500.00	\$ 42,500.00
2	3	First Gold	5	\$ 8,000.00	\$ 40,000.00
3	4	Tin Lizzie	5	\$ 8,000.00	\$ 40,000.00
4	3	First Gold	5	\$ 8,000.00	\$ 40,000.00
5	1	Cadillac Jacks	5	\$ 8,000.00	\$ 40,000.00
6	1	Cadillac Jacks	5	\$ 9,000.00	\$ 45,000.00
7	5	Silverado	5	\$ 8,500.00	\$ 42,500.00
8	4	Tin Lizzie	5	\$ 10,000.00	\$ 50,000.00
Average all rounds					\$ 68,000.00
					\$ 340,000.00
					\$ 8,500.00

BIDDER		TOTAL		SUMMARY	
		ALL ROUNDS	25% DOWN	BALANCE OVER 11 MOS	TOTAL DEVICES
C Jacks		\$ 127,500.00	\$ 31,875.00	\$ 95,625.00	15
First Gold		\$ 80,000.00	\$ 20,000.00	\$ 60,000.00	10
Tin Lizzie		\$ 90,000.00	\$ 22,500.00	\$ 67,500.00	10
Silverado		\$ 42,500.00	\$ 10,625.00	\$ 31,875.00	5
		\$ 340,000.00	\$ 85,000.00	\$ 255,000.00	40

ALL CITY FIVE CENT OR LESS CONTRACTS
PROCEEDS TO SD COMMISSION ON GAMING

		Total 11 MOS	25% Down	TOTAL TO GAMING
Cadillac Jacks	\$ 8,693.18	\$ 95,625.00	\$ 31,875.00	\$ 127,500.00
First Gold	\$ 5,454.55	\$ 60,000.00	\$ 20,000.00	\$ 80,000.00
Tin Lizzie	\$ 6,136.36	\$ 67,500.00	\$ 22,500.00	\$ 90,000.00
Silverado	\$ 2,897.73	\$ 31,875.00	\$ 10,625.00	\$ 42,500.00
Lodge at Deadwood (expires 2018)	\$ 4,261.36	\$ 46,875.00	\$ 14,625.00	\$ 61,500.00
	\$ 27,443.18	\$ 301,875.00	\$ 99,625.00	\$ 401,500.00

(not part of auction results in 2015)

Checks to SD Commission on Gaming

Jul-15	\$ 99,625.00
Aug-15	\$ 27,443.18
15-Sep	\$ 27,443.18
15-Oct	\$ 27,443.18
15-Nov	\$ 27,443.18
15-Dec	\$ 27,443.18
16-Jan	\$ 27,443.18
16-Feb	\$ 27,443.18
16-Mar	\$ 27,443.18
16-Apr	\$ 27,443.18
16-May	\$ 27,443.20
16-Jun	\$ 27,443.18
	\$ 401,500.00

**CITY FIVE CENT SLOT MACHINE LEASE
AND
OPERATING AGREEMENT**

This Agreement is made and entered into on this 16th day of June, 2015, by and between **FIRST GOLD HOTEL AND GAMING**, of Deadwood, South Dakota, hereinafter referred to as **OWNER**, and the **CITY OF DEADWOOD**, a municipal corporation of the State of South Dakota, hereinafter referred to as **DEADWOOD**.

WITNESSETH

The parties acknowledge that Deadwood has been authorized by SDCL 42-7B-44 to purchase or lease fifty (50) up to and including five-cent (5¢) slot machines to be placed in businesses with retail gaming licenses. The parties further acknowledge that Deadwood has advertised for and requested bids for leasing space in retail licensed gaming businesses, for leasing from gaming businesses up to and including five-cent slot machines, and entering into agreement for the operation of said up to and including five-cent slot machines. The parties further acknowledge that OWNER was a successful bidder for **TEN (10)** up to and including five-cent (5¢) slot machines in the total amount of **EIGHTY THOUSAND AND No/100ths Dollars (\$80,000.00)** per year.

NOW THEREFORE, it is agreed by and between OWNER and DEADWOOD as follows:

- 1) For and in consideration of the sum of Zero Dollars (\$0.00) per year, to be paid from DEADWOOD to OWNER, OWNER agrees to let and lease to the City of Deadwood five (5) up to and including five-cent (5¢) slot machines along with sufficient space in OWNER'S retail licensed business for said **TEN (10)** up to and including five-cent (5¢) slot machines, for a period of three (3) years with said lease payment due and payable from the City of Deadwood to OWNER at the end of the three (3) year lease period.
- 2) For and in consideration of the sum of **EIGHTY THOUSAND AND No/100ths Dollars (\$80,000.00)** per year for **TEN (10)** machines to be paid from OWNER to DEADWOOD, OWNER shall be entitled to keep and receive all revenue from such machines. OWNER agrees to operate and maintain said up to and including five-cent (5¢) slot machines during the three (3) year lease period term commencing on the 1st day of July, 2015, and ending on the 30th day of June, 2018, for the use and benefit of DEADWOOD. This sum in the amount of **EIGHTY THOUSAND AND No/100ths DOLLARS (\$80,000.00)** per year shall be payable as follows:
 - a) The sum of **TWENTY THOUSAND AND No/100ths Dollars (\$20,000.00)** shall be due and payable on or before the 30th day of June, in the years of 2015, 2016 and 2017.
 - b) Monthly payments for the balance owing each year after the "down payment" is made in the amount of **FIVE THOUSAND FOUR HUNDRED FIFTY FOUR AND 55/100 Dollars (\$5,454.55)** per month all of which shall be due and payable on or before the 31st day of the month for the months of July through May of each year of this lease with the first payment due and payable in such amount on or before the 31st day of July, 2015, and like payment on the 31st day of each month thereafter.

- 3) Such payments shall be made to the City of Deadwood as net proceeds generated from the operation of the up to and including five-cent (5¢) slot machines under this Agreement to be forwarded by DEADWOOD to the South Dakota Commission on Gaming for deposit in the South Dakota Gaming Commission fund.
- 4) OWNER shall be responsible for all maintenance, repairs, and all other operations connected with the up to and including five-cent (5¢) slot machines including all record keeping, accounting, and such other requirements or procedures as may be imposed or required at any time by DEADWOOD or the South Dakota Commission on Gaming.
- 5) The City up to and including five-cent (5¢) slot machines placed under this agreement shall be licensed and stamped by the South Dakota Commission on Gaming. Neither this Lease Agreement nor any rights obtained hereunder may be transferred to any other retail licensee without the express written consent of DEADWOOD.
- 6) In the event that South Dakota laws are changed so as to allow for an increase in the number of gaming devices allowed per building for any building in Deadwood by more than twenty-five percent (25%), OWNER shall have the right to terminate this Lease upon ninety (90) days written notice to DEADWOOD prior to the end of the year for which OWNER wishes to terminate this Lease, at which time the CITY will be allowed to enter into a lease and operating agreement or other agreement for up to and including five-cent (5¢) slot machines at any other retail licensed gaming business in the City of Deadwood.
- 7) Except as set forth above, OWNER shall not have the right to terminate this Lease at any time during the lease period and in the event that OWNER fails to make any payment required herein when due, DEADWOOD may immediately cancel and terminate this Lease and operating agreement provided, however, that such cancellation and termination shall not relieve OWNER of its obligation to make all of the payments required under this agreement as penalty and liquidated damages. OWNER specifically acknowledges that said penalty and liquidated damages are fair and due and owing DEADWOOD and specifically acknowledges the right of DEADWOOD to collect the same in the event of default by OWNER in the making of any payment when due under this agreement. OWNER further specifically agrees that upon such cancellation and termination DEADWOOD may enter into a Lease Agreement with another retail licensed business for such canceled or terminated nickel slot machines.
- 8) OWNER acknowledges and agrees to the extent that this Agreement is contingent upon an appropriation by the City of Deadwood being made available for the purpose of paying lease payments under this Lease and if such funding is not available from such sources, or in the event sufficient money is not appropriated, this Lease is null and void and said Lease shall expire at the end of the fiscal year for which the last funding shall be made available for the lease payments required under this Lease. Further, in the event that this Lease or any City of Deadwood action or preceding or provision of SDCL 42-7(b) is declared illegal or unlawful or amended so as to remove authorization for this Lease, or in event that any action or proceeding by the City of Deadwood is set aside by reason of a legal challenge or referral, this Lease shall be null and void and terminated without penalty to DEADWOOD.
- 9) OWNER 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 FIRST GOLD HOTEL AND GAMING in connection with this agreement or services performed or materials provided pursuant to this contract.

10) In further consideration of the sums to be paid OWNER to DEADWOOD under this agreement, DEADWOOD grants to OWNER an option to extend the term of this agreement for an additional three (3) years from and after the expiration of this agreement on the 30th day of June, 2017. This option may be exercised by OWNER by giving DEADWOOD written notice of its intent to exercise this option, which notice must be received by DEADWOOD on or before the 30th day of April, 2018.

Dated this 16 day of June, 2015.

OWNER:


FIRST GOLD HOTEL AND GAMING

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST:

City Finance Officer

**CITY FIVE CENT SLOT MACHINE LEASE
AND
OPERATING AGREEMENT**

This Agreement is made and entered into on this 16th day of June, 2015, by and between **SILVERADO GAMING**, of Deadwood, South Dakota, hereinafter referred to as **OWNER**, and the **CITY OF DEADWOOD**, a municipal corporation of the State of South Dakota, hereinafter referred to as **DEADWOOD**.

WITNESSETH

The parties acknowledge that Deadwood has been authorized by SDCL 42-7B-44 to purchase or lease fifty (50) up to and including five-cent (5¢) slot machines to be placed in businesses with retail gaming licenses. The parties further acknowledge that Deadwood has advertised for and requested bids for leasing space in retail licensed gaming businesses, for leasing from gaming businesses up to and including five-cent slot machines, and entering into agreement for the operation of said up to and including five-cent slot machines. The parties further acknowledge that OWNER was a successful bidder for **FIVE (5)** up to and including five-cent (5¢) slot machines in the total amount of **FORTY TWO THOUSAND FIVE HUNDRED AND No/100ths Dollars (\$42,500.00)** per year.

NOW THEREFORE, it is agreed by and between OWNER and DEADWOOD as follows:

1) For and in consideration of the sum of Zero Dollars (\$0.00) per year, to be paid from DEADWOOD to OWNER, OWNER agrees to let and lease to the City of Deadwood five (5) up to and including five-cent (5¢) slot machines along with sufficient space in OWNER'S retail licensed business for said **FIVE (5)** up to and including five-cent (5¢) slot machines, for a period of three (3) years with said lease payment due and payable from the City of Deadwood to OWNER at the end of the three (3) year lease period.

2) For and in consideration of the sum of **FORTY TWO THOUSAND AND FIVE HUNDRED AND No/100ths Dollars (\$42,500.00)** per year for **FIVE (5)** machines to be paid from OWNER to DEADWOOD, OWNER shall be entitled to keep and receive all revenue from such machines. OWNER agrees to operate and maintain said up to and including five-cent (5¢) slot machines during the three (3) year lease period term commencing on the 1st day of July, 2015, and ending on the 30th day of June, 2018, for the use and benefit of DEADWOOD. This sum in the amount of **FORTY TWO THOUSAND AND FIVE HUNDRED AND No/100ths Dollars (\$42,500.00)** per year shall be payable as follows:

a) The sum of **TEN THOUSAND SIX HUNDRED TWENTY FIVE AND No/100ths Dollars (\$10,625.00)** shall be due and payable on or before the 30th day of June, in the years of 2015, 2016 and 2017.

b) Monthly payments for the balance owing each year after the "down payment" is made in the amount of **TWO THOUSAND EIGHT HUNDRED NINETY SEVEN AND 73/100 Dollars (\$2,897.73)** per month all of which shall be due and payable on or before the 31st day of the month for the months of July through May of each year of this lease with the first payment due and payable in such amount on or before the 31st day of July, 2015, and like payment on the 31st day of each month thereafter.

- 3) Such payments shall be made to the City of Deadwood as net proceeds generated from the operation of the up to and including five-cent (5¢) slot machines under this Agreement to be forwarded by DEADWOOD to the South Dakota Commission on Gaming for deposit in the South Dakota Gaming Commission fund.
- 4) OWNER shall be responsible for all maintenance, repairs, and all other operations connected with the up to and including five-cent (5¢) slot machines including all record keeping, accounting, and such other requirements or procedures as may be imposed or required at any time by DEADWOOD or the South Dakota Commission on Gaming.
- 5) The City up to and including five-cent (5¢) slot machines placed under this agreement shall be licensed and stamped by the South Dakota Commission on Gaming. Neither this Lease Agreement nor any rights obtained hereunder may be transferred to any other retail licensee without the express written consent of DEADWOOD.
- 6) In the event that South Dakota laws are changed so as to allow for an increase in the number of gaming devices allowed per building for any building in Deadwood by more than twenty-five percent (25%), OWNER shall have the right to terminate this Lease upon ninety (90) days written notice to DEADWOOD prior to the end of the year for which OWNER wishes to terminate this Lease, at which time the CITY will be allowed to enter into a lease and operating agreement or other agreement for up to and including five-cent (5¢) slot machines at any other retail licensed gaming business in the City of Deadwood.
- 7) Except as set forth above, OWNER shall not have the right to terminate this Lease at any time during the lease period and in the event that OWNER fails to make any payment required herein when due, DEADWOOD may immediately cancel and terminate this Lease and operating agreement provided, however, that such cancellation and termination shall not relieve OWNER of its obligation to make all of the payments required under this agreement as penalty and liquidated damages. OWNER specifically acknowledges that said penalty and liquidated damages are fair and due and owing DEADWOOD and specifically acknowledges the right of DEADWOOD to collect the same in the event of default by OWNER in the making of any payment when due under this agreement. OWNER further specifically agrees that upon such cancellation and termination DEADWOOD may enter into a Lease Agreement with another retail licensed business for such canceled or terminated nickel slot machines.
- 8) OWNER acknowledges and agrees to the extent that this Agreement is contingent upon an appropriation by the City of Deadwood being made available for the purpose of paying lease payments under this Lease and if such funding is not available from such sources, or in the event sufficient money is not appropriated, this Lease is null and void and said Lease shall expire at the end of the fiscal year for which the last funding shall be made available for the lease payments required under this Lease. Further, in the event that this Lease or any City of Deadwood action or preceding or provision of SDCL 42-7(b) is declared illegal or unlawful or amended so as to remove authorization for this Lease, or in event that any action or proceeding by the City of Deadwood is set aside by reason of a legal challenge or referral, this Lease shall be null and void and terminated without penalty to DEADWOOD.
- 9) OWNER 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 SILVERADO GAMING in connection with this agreement or services performed or materials provided pursuant to this contract.

10) In further consideration of the sums to be paid OWNER to DEADWOOD under this agreement, DEADWOOD grants to OWNER an option to extend the term of this agreement for an additional three (3) years from and after the expiration of this agreement on the 30th day of June, 2017. This option may be exercised by OWNER by giving DEADWOOD written notice of its intent to exercise this option, which notice must be received by DEADWOOD on or before the 30th day of April, 2018.

Dated this 16 day of June, 2015.

OWNER:


SILVERADO GAMING

CITY OF DEADWOOD

By: _____

Charles Turbiville, Mayor

ATTEST:

City Finance Officer

**CITY FIVE CENT SLOT MACHINE LEASE
AND
OPERATING AGREEMENT**

This Agreement is made and entered into on this 16th day of June, 2015, by and between **TIN LIZZIE GAMING**, of Deadwood, South Dakota, hereinafter referred to as **OWNER**, and the **CITY OF DEADWOOD**, a municipal corporation of the State of South Dakota, hereinafter referred to as **DEADWOOD**.

WITNESSETH

The parties acknowledge that Deadwood has been authorized by SDCL 42-7B-44 to purchase or lease fifty (50) up to and including five-cent (5¢) slot machines to be placed in businesses with retail gaming licenses. The parties further acknowledge that Deadwood has advertised for and requested bids for leasing space in retail licensed gaming businesses, for leasing from gaming businesses up to and including five-cent slot machines, and entering into agreement for the operation of said up to and including five-cent slot machines. The parties further acknowledge that OWNER was a successful bidder for **TEN (10)** up to and including five-cent (5¢) slot machines in the total amount of **NINETY THOUSAND AND No/100ths Dollars (\$90,000.00)** per year.

NOW THEREFORE, it is agreed by and between OWNER and DEADWOOD as follows:

- 1) For and in consideration of the sum of Zero Dollars (\$0.00) per year, to be paid from DEADWOOD to OWNER, OWNER agrees to let and lease to the City of Deadwood five (5) up to and including five-cent (5¢) slot machines along with sufficient space in OWNER'S retail licensed business for said **TEN (10)** up to and including five-cent (5¢) slot machines, for a period of three (3) years with said lease payment due and payable from the City of Deadwood to OWNER at the end of the three (3) year lease period.
- 2) For and in consideration of the sum of **NINETY THOUSAND AND No/100ths Dollars (\$90,000.00)** per year for **TEN (10)** machines to be paid from OWNER to DEADWOOD, OWNER shall be entitled to keep and receive all revenue from such machines. OWNER agrees to operate and maintain said up to and including five-cent (5¢) slot machines during the three (3) year lease period term commencing on the 1st day of July, 2015, and ending on the 30th day of June, 2018, for the use and benefit of DEADWOOD. This sum in the amount of **NINETY THOUSAND AND No/100ths DOLLARS (\$90,000.00)** per year shall be payable as follows:
 - a) The sum of **TWENTY-TWO THOUSAND FIVE HUNDRED AND No/100ths Dollars (\$22,500.00)** shall be due and payable on or before the 30th day of June, in the years of 2015, 2016 and 2017.
 - b) Monthly payments for the balance owing each year after the "down payment" is made in the amount of **SIX THOUSAND ONE HUNDRED THIRTY SIX AND 36/100 Dollars (\$6,136.36)** per month all of which shall be due and payable on or before the 31st day of the month for the months of July through May of each year of this lease with the first payment due and payable in such amount on or before the 31st day of July, 2015, and like payment on the 31st day of each month thereafter.

- 3) Such payments shall be made to the City of Deadwood as net proceeds generated from the operation of the up to and including five-cent (5¢) slot machines under this Agreement to be forwarded by DEADWOOD to the South Dakota Commission on Gaming for deposit in the South Dakota Gaming Commission fund.
- 4) OWNER shall be responsible for all maintenance, repairs, and all other operations connected with the up to and including five-cent (5¢) slot machines including all record keeping, accounting, and such other requirements or procedures as may be imposed or required at any time by DEADWOOD or the South Dakota Commission on Gaming.
- 5) The City up to and including five-cent (5¢) slot machines placed under this agreement shall be licensed and stamped by the South Dakota Commission on Gaming. Neither this Lease Agreement nor any rights obtained hereunder may be transferred to any other retail licensee without the express written consent of DEADWOOD.
- 6) In the event that South Dakota laws are changed so as to allow for an increase in the number of gaming devices allowed per building for any building in Deadwood by more than twenty-five percent (25%), OWNER shall have the right to terminate this Lease upon ninety (90) days written notice to DEADWOOD prior to the end of the year for which OWNER wishes to terminate this Lease, at which time the CITY will be allowed to enter into a lease and operating agreement or other agreement for up to and including five-cent (5¢) slot machines at any other retail licensed gaming business in the City of Deadwood.
- 7) Except as set forth above, OWNER shall not have the right to terminate this Lease at any time during the lease period and in the event that OWNER fails to make any payment required herein when due, DEADWOOD may immediately cancel and terminate this Lease and operating agreement provided, however, that such cancellation and termination shall not relieve OWNER of its obligation to make all of the payments required under this agreement as penalty and liquidated damages. OWNER specifically acknowledges that said penalty and liquidated damages are fair and due and owing DEADWOOD and specifically acknowledges the right of DEADWOOD to collect the same in the event of default by OWNER in the making of any payment when due under this agreement. OWNER further specifically agrees that upon such cancellation and termination DEADWOOD may enter into a Lease Agreement with another retail licensed business for such canceled or terminated nickel slot machines.
- 8) OWNER acknowledges and agrees to the extent that this Agreement is contingent upon an appropriation by the City of Deadwood being made available for the purpose of paying lease payments under this Lease and if such funding is not available from such sources, or in the event sufficient money is not appropriated, this Lease is null and void and said Lease shall expire at the end of the fiscal year for which the last funding shall be made available for the lease payments required under this Lease. Further, in the event that this Lease or any City of Deadwood action or preceding or provision of SDCL 42-7(b) is declared illegal or unlawful or amended so as to remove authorization for this Lease, or in event that any action or proceeding by the City of Deadwood is set aside by reason of a legal challenge or referral, this Lease shall be null and void and terminated without penalty to DEADWOOD.
- 9) OWNER 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 TIN LIZZIE GAMING in connection with this agreement or services performed or materials provided pursuant to this contract.

10) In further consideration of the sums to be paid OWNER to DEADWOOD under this agreement, DEADWOOD grants to OWNER an option to extend the term of this agreement for an additional three (3) years from and after the expiration of this agreement on the 30th day of June, 2017. This option may be exercised by OWNER by giving DEADWOOD written notice of its intent to exercise this option, which notice must be received by DEADWOOD on or before the 30th day of April, 2018.

Dated this 16 day of June, 2015.

OWNER:


TIN LIZZIE GAMING

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST:

City Finance Officer

**CITY FIVE CENT SLOT MACHINE LEASE
AND
OPERATING AGREEMENT**

This Agreement is made and entered into on this 16th day of June, 2015, by and between **CADILLAC JACKS**, of Deadwood, South Dakota, hereinafter referred to as **OWNER**, and the **CITY OF DEADWOOD**, a municipal corporation of the State of South Dakota, hereinafter referred to as **DEADWOOD**.

WITNESSETH

The parties acknowledge that Deadwood has been authorized by SDCL 42-7B-44 to purchase or lease fifty (50) up to and including five-cent (5¢) slot machines to be placed in businesses with retail gaming licenses. The parties further acknowledge that Deadwood has advertised for and requested bids for leasing space in retail licensed gaming businesses, for leasing from gaming businesses up to and including five-cent slot machines, and entering into agreement for the operation of said up to and including five-cent slot machines. The parties further acknowledge that OWNER was a successful bidder for **FIFTEEN (15)** up to and including five-cent (5¢) slot machines in the total amount of **ONE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED and No/100th Dollars (\$127,500.00)** per year.

NOW THEREFORE, it is agreed by and between OWNER and DEADWOOD as follows:

- 1) For and in consideration of the sum of Zero Dollars (\$0.00) per year, to be paid from DEADWOOD to OWNER, OWNER agrees to let and lease to the City of Deadwood five (5) up to and including five-cent (5¢) slot machines along with sufficient space in OWNER'S retail licensed business for said **FIFTEEN (15)** up to and including five-cent (5¢) slot machines, for a period of three (3) years with said lease payment due and payable from the City of Deadwood to OWNER at the end of the three (3) year lease period.
- 2) For and in consideration of the sum of **ONE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED and No/100th Dollars (\$127,500.00)** per year for **FIFTEEN (15)** machines to be paid from OWNER to DEADWOOD, OWNER shall be entitled to keep and receive all revenue from such machines. OWNER agrees to operate and maintain said up to and including five-cent (5¢) slot machines during the three (3) year lease period term commencing on the 1st day of July, 2015, and ending on the 30th day of June, 2018, for the use and benefit of DEADWOOD. This sum in the amount of **ONE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED and No/100th Dollars (\$127,500.00)** per year shall be payable as follows:
 - a) The sum of **THIRTY ONE THOUSAND EIGHT HUNDRED AND SEVENTY FIVE and No/100th Dollars (\$31,875.00)** shall be due and payable on or before the 30th day of June, in the years of 2015, 2016 and 2017.
 - b) Monthly payments for the balance owing each year after the "down payment" is made in the amount of **EIGHT THOUSAND SIX HUNDRED NINETY-THREE AND 18/100 Dollars (\$8,693.18)** per month all of which shall be due and payable on or before the 31st day of the month for the months of July through May of each year of this lease

with the first payment due and payable in such amount on or before the 31st day of July, 2015, and like payment on the 31st day of each month thereafter.


- 3) Such payments shall be made to the City of Deadwood as net proceeds generated from the operation of the up to and including five-cent (5¢) slot machines under this Agreement to be forwarded by DEADWOOD to the South Dakota Commission on Gaming for deposit in the South Dakota Gaming Commission fund.
- 4) OWNER shall be responsible for all maintenance, repairs, and all other operations connected with the up to and including five-cent (5¢) slot machines including all record keeping, accounting, and such other requirements or procedures as may be imposed or required at any time by DEADWOOD or the South Dakota Commission on Gaming.
- 5) The City up to and including five-cent (5¢) slot machines placed under this agreement shall be licensed and stamped by the South Dakota Commission on Gaming. Neither this Lease Agreement nor any rights obtained hereunder may be transferred to any other retail licensee without the express written consent of DEADWOOD.
- 6) In the event that South Dakota laws are changed so as to allow for an increase in the number of gaming devices allowed per building for any building in Deadwood by more than twenty-five percent (25%), OWNER shall have the right to terminate this Lease upon ninety (90) days written notice to DEADWOOD prior to the end of the year for which OWNER wishes to terminate this Lease, at which time the CITY will be allowed to enter into a lease and operating agreement or other agreement for up to and including five-cent (5¢) slot machines at any other retail licensed gaming business in the City of Deadwood.
- 7) Except as set forth above, OWNER shall not have the right to terminate this Lease at any time during the lease period and in the event that OWNER fails to make any payment required herein when due, DEADWOOD may immediately cancel and terminate this Lease and operating agreement provided, however, that such cancellation and termination shall not relieve OWNER of its obligation to make all of the payments required under this agreement as penalty and liquidated damages. OWNER specifically acknowledges that said penalty and liquidated damages are fair and due and owing DEADWOOD and specifically acknowledges the right of DEADWOOD to collect the same in the event of default by OWNER in the making of any payment when due under this agreement. OWNER further specifically agrees that upon such cancellation and termination DEADWOOD may enter into a Lease Agreement with another retail licensed business for such canceled or terminated nickel slot machines.
- 8) OWNER acknowledges and agrees to the extent that this Agreement is contingent upon an appropriation by the City of Deadwood being made available for the purpose of paying lease payments under this Lease and if such funding is not available from such sources, or in the event sufficient money is not appropriated, this Lease is null and void and said Lease shall expire at the end of the fiscal year for which the last funding shall be made available for the lease payments required under this Lease. Further, in the event that this Lease or any City of Deadwood action or preceding or provision of SDCL 42-7(b) is declared illegal or unlawful or amended so as to remove authorization for this Lease, or in event that any action or proceeding by the City of Deadwood is set aside by reason of a legal challenge or referral, this Lease shall be null and void and terminated without penalty to DEADWOOD.

9) OWNER 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 CADILLAC JACKS in connection with this agreement or services performed or materials provided pursuant to this contract.

10) In further consideration of the sums to be paid OWNER to DEADWOOD under this agreement, DEADWOOD grants to OWNER an option to extend the term of this agreement for an additional three (3) years from and after the expiration of this agreement on the 30th day of June, 2017. This option may be exercised by OWNER by giving DEADWOOD written notice of its intent to exercise this option, which notice must be received by DEADWOOD on or before the 30th day of April, 2018.

Dated this 16 day of June, 2015.

OWNER:

 General Munoz
CADILLAC JACKS

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST:

City Finance Officer

7-6-15
6C

EMS Coverage For Wild Bill Days

LDRH EMS will provide the following coverage for the Wild Bill Days in Deadwood S.D on June 19 - 20, 2015.

- One ambulance with a two man crew, one of which will be a paramedic
- Two man foot crew, one of which will be a paramedic
- One seasoned LDRH EMS crew member to assist with Incident Command (Medical)
- Medical equipment and hospital radios for the crews during the event.

Note: The above coverage is designated to the City of Deadwood during the Wild Bill Days and will not be pulled from the event for coverage not related to WBD.

The City of Deadwood and or Coordinators of the event will provide an IAP of the event and the designated area for Command to operate from. The city or entities involved may place key medical equipment or supplies they feel necessary at deemed locations. LDRH will be informed of these locations and medical equipment available. However, LDRH EMS will not be responsible for any medical equipment not owned by LDRH. LDRH will help with supplying the desired medical equipment, if at all possible.

Times of coverage are as follows:

Friday, June 19, 2015

1600 - 2200 hrs

(Tentative to change with needed coverage past 2200 hrs)

Times of coverage are as follows:

Saturday, June 20, 2015

1600 - 2200 hrs

(Tentative to change with needed coverage past 2200 hrs)

The following charges will be billed to the City of Deadwood:

Ambulance with crew	\$85/hr - 10 hrs	\$850.00
Foot Crew	\$60/hr - 10 hrs	\$600.00
Medical IC	\$30/hr - 10 hrs	\$300.00
Total		\$1750.00
Community Donation	40%	\$700.00
Total for Coverage of WBD		\$1050.00

LDRH EMS and all entities of Incident Command will work together side by side to provide the best possible coverage for the event and the safety of the community.

X

Wild Bill Days
Representative

X

Ray Salen
LDRH EMS
Director

Renegade pictures

7-6-15
GD

LOCATION AGREEMENT

Owner of Property: _____ ("Owner")

Address of Property: _____
_____ (the "Property")

Filming Period: _____ (the "Period")

Date:

Dear Sirs

WILD WEST IN 3D ("the Programme" (provisional/working title) which shall include, without limitation, any re-edited, reformatted or compilation versions thereof).

We write to confirm our agreement that for good and valuable consideration (receipt and sufficiency of which is acknowledged):

1. You hereby grant to us and persons authorised by us (and warrant that you are entitled to grant to us) the non-exclusive right to enter upon the Property during period of production of the Programme and to film, photograph and record all or any part of the interior, the exterior and the contents of the Property in and in relation to the Programme and for such purpose to bring onto and into the Property such persons and equipment as we may deem appropriate.

2. All rights in the films, photographs and recordings made and/or taken by us at the Property shall vest in us and we shall be entitled to assign, license and/or exploit the same in and in relation to the Programme by all means and in all media throughout the world in perpetuity as we may at our absolute discretion elect. We shall be entitled to refer to the Property by its true name or by a fictitious name or not to refer to the Property by name and shall have no obligation to you to include any or all of such films, photographs, recordings or transmissions in any films or programme or to exploit the same or any film or programme in which the same are included.

3. You agree that we have the right to make changes, additions and alterations in and to the Property but such shall be of a temporary nature only and we undertake after our final use hereunder to restore the Property to its condition immediately prior to the Period.

4. We shall indemnify you up to a maximum of £10 million pounds sterling in accordance with the terms and conditions of our insurance cover against any damage which may be caused to the Property as a direct result of a negligent act or omission by ourselves or our agents, employees or invitees provided that you notify us immediately in writing of any such claim.

5. In the event of a breach by us of our obligations to you hereunder or otherwise, your sole remedy will be an action at law for damages and in no event will you be entitled to rescind this agreement or receive any injunctive or other equitable relief whereby the rights granted to us could be affected or the free and unrestricted exploitation or exhibition of the Programme could be restrained, hampered or otherwise interfered with.

6. Your participation in the programme is confidential. It is essential that you do not disclose your participation, or any details of the production or format of the programme, to anyone at any time. This includes posting information of any description on social networking sites (e.g. Twitter, Facebook, Bebo, MySpace etc.), blogs, diaries etc. nor accepting

Renegade pictures

unsolicited approaches from the media. You will not take any photographs or make any video or audio recording during filming of the Programme or during any preparations prior to filming of the Programme.

7. You warrant and undertake to us that you will comply with all applicable country laws relating to anti-corruption and anti-bribery, such as the US Foreign Corrupt Practices Act and the UK Bribery Act; and you will not perform, offer, give and receive bribes or corrupt actions in relation to the procurement or performance of this Agreement.

8. You acknowledge and agree that we shall process and store any personal data supplied by you to us in connection with the production and exploitation of the Programme and that we may share such information with third parties (including any coproduction partner or commissioning broadcaster) as reasonably required.

9. This agreement shall be freely assignable by us and shall be interpreted in accordance with the laws of England and Wales.

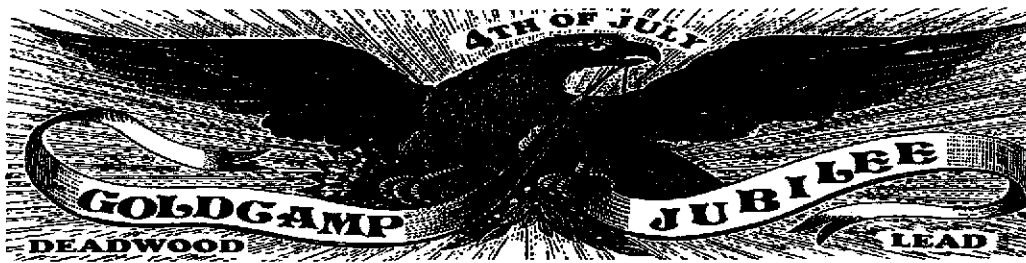
Kindly indicate your acceptance of the foregoing by signing and returning to us the enclosed duplicate of this letter.

Yours faithfully

Read and agreed by

for and on behalf of
Renegade Pictures (UK) Limited

duly authorised for and on
behalf of Owner



June 18, 2015

Lead Area Chamber of Commerce
160 W. Main Street
Lead, SD 57754

Mayor Turbiville & City of Deadwood Council Members,

I am writing this letter to formally request \$5,000.00 from the 2015 City of Deadwood Budget to be allocated for the Gold Camp Jubilee Days, in Lead and Deadwood.

The Fourth of July Celebration relies solely on contributions and sponsorships from businesses and individuals in order to provide a quality celebration for our community.

Please feel free to call 584-1100 if you should have any questions. We look forward to your participation in the 2015 Gold Camp Jubilee. Your support is greatly appreciated not only by this committee, but also by the Lead and Deadwood communities.

Sincerely,

Melissa Johnson
Executive Director, Lead Area Chamber of Commerce
& Gold Camp Jubilee Committee



7-6-15
6H

FMG, INC. 3700 Sturgis Road, Rapid City, South Dakota 57702-0317 605/342-4105
FAX 605/342-4222

June 23, 2015

City of Deadwood
Mr. Ron Green, PE
Public Works Director
67 Dunlop Avenue
Deadwood, SD 57732

**Re: Proposal for Geotechnical Services – Revision 1
Deadwood Lower Main Street Parking Lot and Visitor Center
Deadwood, South Dakota**

Dear Ron:

Thank you very much for your consideration. FMG is pleased to present the following revised work scope and cost estimate for geotechnical services in support of the proposed project. We have revised our previous proposal dated June 12, 2015 to include: Phase 1 – Geotechnical Evaluation and Phase 2 – Concrete and Soils Testing scopes and costs, per the scope of work recommendations provided by Albertson Engineering.

General Background

We understand the City of Deadwood plans to reconstruct the lower main street parking lot. The reconstruction will include new asphalt and concrete pavement, landscaping improvements, a new pedestrian bridge across Whitewood Creek, and a new one-story, 9,218 ft² visitor center building. A geotechnical evaluation of the existing subsurface conditions and geotechnical recommendations for the proposed construction are required. We have received and reviewed the proposed scope of work developed by Advanced Engineering and Environmental Services, Inc. (AE2S). Construction period services including cast-in-place concrete testing and soil compaction testing will also be required.

This proposal outlines our project approach and costs to provide these services.

Phase 1 – Geotechnical Evaluation

Task 1.1 - Project Management and Coordination

FMG will assign a Project Manager who will act as the primary client contact, coordinate and direct the primary project tasks, interface with the internal project engineers and geologists, attend meetings and interface with other primary project consultants, maintain the project information, and oversee the project schedule and budget.

The Project Engineers and Geologists will be responsible for the primary field and laboratory work execution, analysis and coordination, and final report production.

For this project the primary project team is anticipated to be as follows:

Project Manager: Alex Fisher, PE
Project Geologist: Brandon Silver

Specific resume's and related project experience for these individuals can be provided upon request.

Task 1.2 - Geotechnical Exploration

To evaluate the existing soil conditions and determine the appropriate geotechnical design parameters, the following boring schedule is planned:

- Thirteen (13) boreholes will be drilled in the general locations recommended by AE2S.
- Of the 13 boreholes, 5 will be drilled within the proposed building footprint, and the remaining 8 will be drilled within pavement areas, the bridge abutment area, retaining wall areas and landscaped areas.

Field testing will be performed, and samples will be extracted for further laboratory analysis.

Assumptions:

- Boreholes within structure footprints and retaining/abutment structure areas will be drilled to minimum depths of 20 feet.
- Boreholes within pavement areas will be drilled to minimum depths of 5 feet.
- Fill materials, soft or otherwise unsuitable bearing soils at depth may require additional borehole depth.
- Specific borehole locations will be determined in the field by FMG, Inc. based on descriptions and drawings of the project layout provided by the client or the project architect. Locations may be adjusted as necessary to avoid existing overhead and underground utilities.
- Boreholes within existing pavement areas will be patched with grout.
- FMG, Inc. Geologist will log the boreholes.
- Auger drilling methods will be utilized.
- Sampling will consist of SPT and Shelby Tube (thin wall tube).
- Wireline coring of bedrock or heavy alluvium after auger refusal is beyond the scope of this geotechnical exploration.
- Right of entry and site access is provided for conventional two-wheeled drive vehicles.
- FMG will conduct a utility location via One Call.
- FMG will coordinate as necessary with the City for site access dates and times.

Task 1.3 - Laboratory Testing

Select soil samples will be tested in our laboratory to determine their general classification, physical properties, and engineering characteristics. The following tests are planned to provide the required geotechnical parameters. The testing will be completed in accordance with applicable ASTM testing procedures.

Assumptions:

- Natural Moisture Content and Density.
- Standard Sieve Analysis.
- Atterberg Limits.
- Unconfined Compressive Strength Testing.
- One-dimensional Consolidation/Swell Testing.
- Other specific laboratory tests may be performed as necessary for the soil types encountered.

Task 1.4 - Report Preparation

Upon completion of the field and laboratory testing and our analysis, a report will be prepared that transmits the boring logs and field data and laboratory results, provides a limited geologic analysis of the area, and provides our recommendations for foundation design of the various structures and pavement thickness design. In general our recommendations will include the recommended foundation types, placement and design parameters, and fill placement recommendations. The report will also include the general and site specific construction recommendations that we consider applicable, such as groundwater, retaining/abutment wall design parameters, utility installations, sidewalk sections, site drainage, and anticipated construction challenges.

Phase 2 – Concrete and Soils Testing for Visitor Center Structure

We understand the scope of work to be considered for Phase 2 shall be:

- Cast-in-place concrete testing for the Visitor Center structure, and
- Soil compaction testing services for the Visitor Center structure.

A brief description of the type and estimated number of tests required for the above testing follows. This should be considered an estimate based on the description of the project provided. The actual number of trips to the site and tests may vary during construction based on the contractors approach to the project and pace of construction. However, we will not exceed our estimates for this portion of the testing scope of work without justification and prior approval from the City of Deadwood.

Additional construction materials testing services will be required for other project items and improvements, but are not able to be accurately defined at this point in the project. We understand these additional testing services will be negotiated with the selected geotechnical firm once the final project plans and specifications are completed. As such, costs associated with construction materials testing beyond that listed above for the Visitor Center structure are beyond the scope of this proposal. We anticipate the additional construction materials testing services will include, but may not be limited to:

- Structural steel testing and special inspections,
- Parking lot subgrade inspection and compaction testing,
- Asphalt pavement/PCC pavement material testing,
- Bridge foundation concrete testing,
- Retaining wall concrete testing,
- Retaining wall backfill compaction testing,
- Utility trench backfill compaction testing,
- Compaction or concrete testing associated with larger landscaping features, and
- Concrete flatwork and curb & gutter concrete testing.

Task 2.1 – Cast-in-place Concrete Testing

We estimate cast-in-place concrete testing for the Visitor Center structure will include shallow foundation elements, foundation walls and concrete slabs-on-grade.

Assumptions:

- Shallow foundation elements – 3 placements, 1 test per placement.
- Foundation walls – 3 placements, 1 test per placement.
- Slabs-on-grade – 2 placements, 1 test per placement.

Task 2.2 – Soil Compaction Testing

As described in Albertson Engineering's scope of work recommendations, we agree that it is possible that some degree of overexcavation and refill with engineered fill will be necessary to correct soft foundation and slab subgrade conditions. As such, we estimate soil compaction testing for the Visitor Center structure will entail compaction testing of said engineered fill, foundation and floor slab subgrade, and foundation and wall backfill.

Assumptions:

- Engineered fill – 2 trips.
- Foundation and floor slab subgrade – 1 trip.
- Foundation and wall backfill – 2 trips.

General Phase 2 Assumptions

Where possible, we will attempt to combine services on trips to the job-site. For example, in coordination with the contractor, compaction testing can also be performed during trips to the site for concrete testing. This can only occur during certain phases of the construction, but it does offer a chance for cost savings. To the extent practical, we will also work to eliminate "dead-leg" trips to the site to retrieve concrete cylinders. These trips can add unnecessary costs to a project. When able and within ACI specifications and time constraints, we will work to retrieve cylinders during other testing trips, or even coordinate with the contractor to bring the cylinders to our lab, if they happened to be local to Rapid City.

Schedule and Fees

Weather and site access permitting; we are available to begin the field services for the Phase 1 work outlined in this proposal within approximately 5 days following notice to proceed, with approximately 4 weeks from time of drilling for completion of laboratory testing, analysis, *and* report preparation, for a total project timeframe of approximately 4 to 5 weeks. We will be available to verbally discuss the information with the design team and have some preliminary indications of subsurface and foundation conditions immediately after drilling.

We propose to complete the scopes of work described herein as outlined below.

Phase 1 – Geotechnical Evaluation	\$5,320.00
Phase 2 – Concrete and Soils Testing for Visitor Center Structure.....	\$4,047.00

The presented costs for Phase 2 – Concrete and Soils Testing for Visitor Center Structure are a rough estimation based on the description of the project in the RFP, the scope of work recommendations by Albertson Engineering and our experience with similar projects. We would be happy to revise this estimate based on the final project plans and specifications, our recommendations for overall project testing scope, and after discussions with the design team and selected contractor.

Enclosed are a detailed breakdown of the estimated Phase 2 costs, a Fee Schedule on which additional testing beyond those outlined herein can be based, and a copy of our Professional Liability Insurance certificate.

We will not exceed the cost estimates without justification, and prior approval.

If you have any questions, or desire any additional information, please call us at your earliest convenience.
Thank you for the opportunity to be of service.

Sincerely,

FMG Inc.,

Alex Fisher, P.E.

C: J:\Marketing\Proposals\Geotech

FMG Inc., 2015 Fee Schedule

Partial schedule - fees subject to change without notice & special conditions may apply.

A. ENGINEERING SERVICES

Managing Principal – Prof. Engineer	\$186.00/hr
Principal Civil Engineer	150.00/hr
Senior Geotechnical Engineer	120.00/hr
Senior Materials Specialist	110.00/hr
Senior Civil Engineer	120.00/hr
Civil Engineer – PE	95.00/hr
Geotechnical Engineer	95.00/hr
Civil Engineer – EIT	85.00/hr
Environmental Scientist	85.00/hr
Engineering Technician	65.00/hr

B. SURVEYING & CADD/DRAWING SERVICES

Registered Land Surveyor	\$90.00/hr
Survey Crew Chief	75.00/hr
Survey Technician	55.00/hr
GIS Specialist	95.00/hr
CADD Technician	68.00/hr

C. CONSTRUCTION MANAGEMENT & MATERIALS TESTING

Senior Materials Specialist	\$110.00/hr
Construction Observer	75.00/hr
Geologist	75.00/hr
Drill Operator	55.00/hr
Materials Technician	55.00/hr
Compaction Testing (soils and asphalt density by nuclear gauge)	55.00/hr
Concrete Testing (field air, slump, cylinder fabrication)	55.00/hr
Asphalt & Concrete Core Sampling (bits & materials not included)	55.00/hr
Senior Administrative Assistant (Data Reduction and Reporting)	60.00/hr

D. GEOTECHNICAL FIELD SERVICES & LABORATORY ANALYSIS (partial list)

Concrete Compression Tests (unbonded caps)	\$20.00/each
Moisture Density Relationship	135.00/each
Atterberg Limits	75.00/each
Moisture Content & Density	15.00/each
Unconfined Compression Test	90.00/each
Direct Shear Test (2 points)	175.00/each
Consolidation/Swell Test (full pressure vs void ratio plot)	250.00/each
California Bearing Ratio	250.00/each
Data Reduction and Reporting	60.00/hr
Thermal Conductivity Analysis of Soil	800.00/each
Soil Hydrometer Grain Size Analysis	70.00/each
Permeability (Falling Head)	150.00/each
Resistivity Analysis – in-situ field method (municipal utilities)	125.00/hr
Resistivity Analysis – in-situ field method (utility grounding systems)	Project Specific
Geotechnical Drilling & Sampling	Project Specific

E. VEHICLES & EXPENSES

Mobilization (support vehicle)	\$0.70/mile
Drill Rig Mobilization	2.50/mile
Travel Costs - air, lodging, transport, meals, etc.	cost + 10.0 percent
Document/Plans Reproduction	cost + 10.0 percent

F. GEOTECHNICAL FIELD SERVICES & LABORATORY ANALYSIS (cont.)

Aggregates

Sieve Analysis	\$ 75.00/each
Sieve Analysis (rock larger than 1.5")	hourly
Clay Lumps & Friable Particles	50.00/each
Specific Gravity and Absorption (coarse)	80.00/each
Specific Gravity and Absorption (fine)	100.00/each
Bulk Density & Voids in Aggregate	50.00/each
L. A. Abrasion	165.00/each
Soundness (5-cycle Sodium or Magnesium Sulfate)	225.00/each
Flat and Elongated Pieces	100.00/each
Organic Impurities	50.00/each
Sand Equivalent	100.00/each
Fractured Faces	85.00/each
Lightweight Particles (coarse)	70.00/each
Lightweight Particles (fine)	90.00/each
Durability Index	120.00/each
Flakiness Index	85.00/each
Adherent Coating	70.00/each

Hot Mix Asphalt (HMA)

Vacuum Extraction with Gradation	\$ 150.00/each
Core Sample Unit Weight	30.00/each
Marshall Test	75.00/set
HMA Mix Design	hourly
Immersion Compression	165.00/each
Stripping	50.00/each
Flow and Stability	70.00/set
Swell Test	70.00/each
Rice Specific Gravity	100.00/each
Tensile Strength Ratio (TSR)	600.00/each

Concrete

Core Compression Test (unbonded caps)	\$ 20.00/each
Flexural Strength	25.00/each
Concrete Mix Design	hourly
Trimming/Capping Concrete Specimens	hourly
Plastic Cylinder Molds (6"x12")	2.00/each
Plastic Cylinder Molds (4"x8")	1.00/each

Masonry

Mortar Cube Compression Test (set of 3)	\$ 60.00/set
Grout Prism Compression Test (set of 3)	100.00/set
Block Compression Test (set of 3)	225.00/set
Block Moisture Content (set of 3)	125.00/set
Block Absorption (set of 3)	125.00/set
Block Drying Shrinkage (set of 3)	350.00/set
Masonry Prism Compression Test	125.00/prism
Brick Efflorescence Test (set of 10)	200.00



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

1/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATEHOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATEHOLDER.

IMPORTANT: If the certificateholder is an ADDITIONAL INSURED, the policy(ies) must be endorsed, if SUBROGATIONS WAIVED, subject to the terms and conditions of the policy certain policies may require endorsement. A statement on this certificate does not confer rights to the certificateholder in lieu of such endorsement(s).

PRODUCER

TRJ Professional Group, Inc.
P.O. Box 9067
Rapid City, SD, 57709

CONTACT

NAME: Tom Johnson

PHONE

(605) - 716-6547

FAX

(605) - 716-6534

E-MAIL

tom@trjprofessional.com

ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A:

U.S. Specialty Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

FMG, INC.
3700 Sturgis Rd.
Rapid City, SD 57702-0317
(605) 342-4105

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ex occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ COMBINED SINGLE LIMIT (Ex accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				EACH OCCURRENCE \$ AGGREGATE \$
UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/OWNER/RENTAL/LEASE OFFICE (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		PER STATUTE \$ OTHER \$ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A Professional Liab.	N Y	USS 15 25526	01/27/2015 01/27/2016	Per Claim \$2,000,000 Pol Yr Agg \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Information Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

7-6-15
65

Agreement between City of Deadwood and Mariah Press

This AGREEMENT is by and between the City of Deadwood, a municipal cooperation with its principle place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "**CITY**" and Mariah Press Productions, 2420 South Center Avenue, Sioux Falls, South Dakota 57105, hereinafter referred to as "**MARIAH**."

WHEREAS, Deadwood has obtained materials documenting baseball during the first years of the mining camp; and

WHEREAS, **MARIAH** has agreed to complete and pre-production services concerning The Deadwood Baseball Book, documenting Deadwood baseball from the first years of the mining camp until 1922; and

Based upon the representations and understanding above, the parties agree to the following:

1. **CITY** shall provide **MARIAH** with materials to assist **MARIAH** in the creation of a manuscript concerning Deadwood baseball from the first years of the mining camp until 1922.
2. **MARIAH** shall work with various **CITY** personnel to compile, create, edit and design The Deadwood Baseball Book in a print ready text.
3. All parties shall ensure the text will be copyrighted by the City of Deadwood's Historical Preservation Commission.
4. **MARIAH** shall comply with all local and state laws relating to Workman's Compensation and additional insurance requirements to accurately protect the **CITY** from any claims or damages arising out of or in conjunction with the work contemplated herein.

5. **MARIAH** agrees to indemnify and hold harmless the **CITY** or any of its officers, agents and employees from any and all liabilities, actions, causes of actions, claims, or executions of any character, including attorneys' fees or any sums which **CITY** may have to pay to any person on account of any claim of damages which result from any negligent act, error or omission on the part of **MARIAH** in connection with this agreement or services preformed or materials provided pursuant to this agreement.
6. **MARIAH** shall complete design and layout of The Deadwood Baseball Book by August 31, 2015.
7. **CITY** shall pay **MARIAH** a fee not to exceed one thousand eight hundred dollars (\$1,800.00) for services concerning the pre-production, composition and editing of the print ready text of The Deadwood Baseball Book.

[Signature page to follow]

Dated this ____ day of _____, 2015.

CITY OF DEADWOOD

By _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson

City Finance Officer

Dated this _____ day of _____, 2015.

MARIAH PRESS PRODUCTIONS

By: _____

David Kemp

Its: _____

State of South Dakota

)

) SS

County of _____

)

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

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

(SEAL)

Notary Public

My Commission Expires: _____

7-6-15
6K

**AGREEMENT BETWEEN THE CITY OF DEADWOOD
AND
GENPRO ENERGY SOLUTIONS, LLC**

This Agreement, dated this ____ day of _____, 2015, is entered into by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and GENPRO ENERGY SOLUTIONS, LLC, a South Dakota limited liability company with a mailing address of 13261 Timberline Plaza, Ste. B, Piedmont, SD 57769, hereinafter referred to as "GENPRO."

WHEREAS, GENPRO has agreed to install a diesel fuel fired 250 kw generator at the Recreation Center located at 105 Sherman Street, Deadwood, SD. Installation shall include non-proprietary automatic controls, weather protective enclosure, vibration isolation mount, electrical wiring, and start up training, and

WHEREAS, CITY has accepted the proposal from GENPRO to install the diesel fuel generator at the Deadwood Recreation Center for an amount not to exceed One Hundred Twenty-eight Thousand Nine Hundred Seventy-five and 00/100ths Dollars (\$128,975.00). Start-up training and a five year extended standby warranty are included in the stated price.

NOW THEREFORE, based upon the representations and understanding above the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. GENPRO shall install a 250 kw generator with a MTU diesel engine and 120/208 volt 60Hz three-phase power. Installation shall

include Level 3 Sound attenuated weather protective enclosure on a vibration isolation mount, non-proprietary automatic controls, low coolant level shutdown, 24 volt electrics, radiator and guard, electrical wiring, 12 volt battery, battery cables, battery rack, battery charger, and 24 volt, 6 amp float charger;

3. Start-up training and a five (5) year extended standby warranty for both generators are included in the above price;
4. All work shall be done in a professional and workmanlike manner;
5. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
6. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
7. GENPRO shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
8. GENPRO 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 GENPRO in connection with this agreement or services performed or materials provided pursuant to this contract;
9. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to GENPRO;
10. CITY shall pay GENPRO a sum not to exceed One Hundred Twenty-eight Thousand Nine Hundred Seventy-five and 00/100ths Dollars (\$128,975.00), upon installation and final inspection.
11. GENPRO shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

(signatures and acknowledgments on following page)

CITY OF DEADWOOD

By: _____

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

GenPro Energy Solutions, LLC

By: _____
_____, Manager

State of South Dakota)
) SS
County of _____)

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

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

(SEAL)

Notary Public
My Commission Expires: _____

7-6-15
6/C

**AGREEMENT BETWEEN THE CITY OF DEADWOOD
AND
GENPRO ENERGY SOLUTIONS, LLC**

This Agreement, dated this ____ day of _____, 2015, is entered into by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and GENPRO ENERGY SOLUTIONS, LLC, a South Dakota limited liability company with a mailing address of 13261 Timberline Plaza, Ste. B, Piedmont, SD 57769, hereinafter referred to as "GENPRO."

WHEREAS, GENPRO has agreed to install a diesel fuel fired 40 kw generator at the City of Deadwood Public Works building located at 67 Dunlap Street, Deadwood, SD. Installation shall include non-proprietary automatic controls, weather protective enclosure, vibration isolation mount, electrical wiring, and start up training, and

WHEREAS, CITY has accepted the proposal from GENPRO to install a diesel fuel generators for an amount not to exceed Fifty-nine Thousand Four Hundred and 00/100ths Dollars (\$59,400.00). Start-up training and a five year extended standby warranty are included in the stated price.

NOW THEREFORE, based upon the representations and understanding above the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. GENPRO shall install a 40 kw generator with a John Deere diesel engine and 120/208 volt 60Hz three-phase power. Installation shall include non-proprietary automatic controls, low coolant level shutdown; 12 volt electrics, radiator and guard, Level 2 sound

attenuated weather protective enclosure, vibration isolation mount, and electrical wiring, 12 volt battery, battery cables, and battery rack.

3. Start-up training and a five (5) year extended standby warranty for both generators are included in the above price;
4. All work shall be done in a professional and workmanlike manner;
5. All work will be subject to a final inspection by the Deadwood Public Works Department before acceptance;
6. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
7. GENPRO shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;
8. GENPRO 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 GENPRO in connection with this agreement or services performed or materials provided pursuant to this contract;
9. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to GENPRO;
10. CITY shall pay GENPRO a sum not to exceed One Hundred Fifty-nine Thousand Four Hundred and 00/100ths Dollars (\$59,400.00), upon installation and final inspection.
11. GENPRO shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

(signatures and acknowledgments on following page)

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

GenPro Energy Solutions, LLC

By: _____
_____, Manager

State of South Dakota)
) SS
County of _____)

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

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

(SEAL)

Notary Public
My Commission Expires: _____

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



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

7-6-15
6 L

MEMORANDUM

Date: July 1, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 2015 Outside of Deadwood Grants – Round Two

On June 9, 2015, the Deadwood Historic Preservation Commission's G.R.A.P.E. Committee met and reviewed the second round of the 2015 Outside of Deadwood Grants applications. The second round included ten (10) Outside of Deadwood Grant applications requesting a total of \$139,177.60.

On June 24, 2015, the Deadwood Historic Preservation Commission recommended approval of the following grants to be awarded. The table lists the applicant, project, location and amount for ten (10) grants totaling \$125,000.00 for the second round. The following pages are a brief explanation of each grant which is recommended for approval from the second round of applications.

2015 OUTSIDE OF DEADWOOD GRANT RECOMMENDATIONS

All Angels Episcopal Church	Roof	Spearfish	25,000.00
Emanuel Episcopal Church	Tuckpointing project	Rapid City	15,463.00
Honoring Our Heroes	Freedom Trail Statue	Hot Springs	10,000.00
Philip Masonic Cemetery Association	Masonic Cemetery Project	Philip	9,139.00
City of Mobridge	Auditorium Bathroom	Mobridge	5,375.00
Deadwood Trust for Historic Preservation	Mt Roosevelt Friendship tower ...	Deadwood	8,000.00
Historic Homestake Opera House Society	Bushnell Building restoration	Lead	5,564.50
Pyle House Museum	Lead Paint Abatement	Huron	16,755.00
SD Science & Technology Authority	Interactive Elevator Exhibit	Lead	25,000.00
Windcross Conservancy Inc.	Building Repairs	Buffalo Gap	4,703.50
TOTAL GRANTS ROUND ONE			\$125,000.00

All Angels Episcopal Church – Roof

The All Angels Episcopal Church of Spearfish is seeking an Outside of Deadwood Grant to assist in the cost of shingle removal, roof repair and placement of new shingles. Listed on the National Register of Historic Places, All Angels Episcopal Church was built in 1895 as a memorial to Alexander Hamilton. Spearfish and Deadwood have had a close relationship over the last century or more due to the Homestake Mine. In 1911 Homestake built a power plant on Spearfish Creek to provide consistent electrical power to the Homestake mine; several Spearfish citizens, who attended this church, were employed by Homestake. In addition, Spearfish was a source of the majority of fruit and vegetable produce consumed by citizens of Deadwood and surrounding areas.

Match \$26,032.00 Grant Request \$25,000.00 Total \$51,032.00

Match-to-Grant Ratio 49.00%

Proposed Grant amount = \$25,000.00

Emmanuel Episcopal Church – Tuckpointing

The Emmanuel Episcopal Church in Rapid City is seeking an Outside of Deadwood Grant to assist restoration of mortar and tuckpointing project to preserve the integrity of the sandstone block/brick structure of church. Listed on the National Register of Historic Places, the Church's cornerstone was laid in 1887 making it the oldest church in Rapid City. Throughout its 127-year existence, the Emmanuel Episcopal Church remains closely tied to the Black Hills Deanery, which includes Episcopal Churches in Lead and Deadwood.

Match \$15,463.00 Grant Request \$15,463.00 Total \$30,927.00

Match-to-Grant Ratio 50.00%

Proposed Grant amount = \$15,463.00

"Honoring our Heroes" – Freedom Trail Statue

"Honoring our Heroes" with the cooperation of the City of Hot Springs plan to develop the Freedom Trail into a physical timeline marking significant wars and conflicts as well as erect life-size bronze statues of real life veterans from Hot Springs, SD along the path. Since Hot Springs was founded by and for Veterans of the Civil War, the first statue will be of Lt. Charles Russell. Lt. Russell served in the 93rd Regiment New York Infantry during the Civil War and was a Medal of Honor winner; he lived, worked, was treated at the State Home, died and was buried in Hot Springs. Hot Springs was built around the Battle Mountain Sanitarium, a 100-bed center built in 1907 for patients suffering from rheumatism or tuberculosis. Now part of the Veterans Affairs Black Hills Health Care System, it offers extensive outpatient treatment, acute hospital care, PTSD treatment, and an alcohol and drug treatment facility serving the surrounding communities.

Match \$25,000.00 Grant Request \$25,000.00 Total \$50,000.00

Match-to-Grant Ratio 50.00%

Proposed Grant amount = \$10,000.00

Philip Masonic Cemetery Association – Un-marked Graves & Marker Project

The Philip Masonic Cemetery Association in Philip, SD is seeking an Outside of Deadwood Grant to help in the cost of directory display cases, placing permanent granite markers on 106 un-marked graves and improve locating plots by erecting locator posts throughout the Masonic Cemetery. Established in 1909 the Oddfellows recorded 2,171 burials. The City of Philip's founder, Scotty Philip, along with his wife Sarah hauled freight on the Deadwood Trail before establishing himself as a cattle baron in the area.

Match \$10,340.00 Grant Request \$9,139.00 Total \$19,479.00

Match-to-Grant Ratio 47.00%

Proposed Grant amount = \$9,139.00

City of Mobridge – Mobridge Auditorium Bathroom project

The City of Mobridge is seeking an Outside of Deadwood Grant for Phase IV of their Auditorium Restoration Project. The project involves moving the restroom facilities upstairs to enable more community members to enjoy the artwork and events as well as to allow easier access to many of their older and disabled community members. The Mobridge Auditorium houses the Oscar Howe murals that depict a historical way of Native American life now past and similar to Deadwood's western roots. There are a couple murals specifically tied into Deadwood's rich historical stories, however the most prominent is of Father DeSmet, a celebrated Indian missionary, conducting religious services with Indian followers. Father DeSmet traveled, preached and resided in western South Dakota telling tales of extraordinary gold deposits in the Black Hill country around Deadwood. Many believe Father DeSmet's secret mine was later discovered and became Homestake Mine and others believe Father DeSmet's mine is still waiting to be found.

Match \$5,375.00 Grant Request \$5,375.00 Total \$10,750.00

Match-to-Grant Ratio 50.00%

Proposed Grant amount = \$5,375.00

Deadwood Trust for Historic Preservation – Mount Roosevelt Friendship Tower

The Deadwood Trust for Historic Preservation is seeking an Outside of Deadwood Grant for the repair and reconstruction of the exterior staircase outside and leading up to the Mount Roosevelt Friendship tower to address factors of public safety and access, appearance and longstanding durability. This proposed restoration project will ensure a safe, historic and educational environment for visitors to the monument. This monument was created by Seth Bullock, Deadwood's first sheriff and famous lawman, to commemorate the loss of his great friend, President Theodore Roosevelt.

Match \$8,000.00 Grant Request \$8,000.00 Total \$16,000.00

Match-to-Grant Ratio 50.00%

Proposed Grant amount = \$8,000.00

Historic Homestake Opera House Society – Restore original wood flooring on 2nd floor

The Historic Homestake Opera House Society in Lead is seeking an Outside of Deadwood Grant to assist in the restoration of original wood flooring on the second floor to develop an Interpretive Center. The space, which formerly housed the Phoebe Apperson Hearst Library established in 1914, is being developed into a permanent exhibit area and will be used for storytelling, fundraising and economic development as well as a visionary attraction for our capital campaign. The Homestake Opera House was part of a concerted effort by Homestake Mining Company to create cultural centers for new cities of the West that sprang up from the Gold Rush boom of the 1800s; it continues to play a large role in both the economic and cultural development of Lead/Dwd area.

Match \$10,550.00 Grant Request \$9,921.60 Total \$20,471.60

Match-to-Grant Ratio 48.00%

Proposed Grant amount = \$5,564.50

Pyle House Museum – Abate exterior lead paint

The Pyle House Museum is seeking an Outside of Deadwood Grant to assist in the abatement of exterior lead paint to help preserve the siding, decorative features and overall integrity of the structure. Built in 1894, the Pyle House was named after its owner Gladys Pyle, who was the first woman elected to the SD State Legislature; the first woman to serve as assistant to the State Constitutional office under the Secretary of State; the first woman to be elected to the South Dakota Secretary of State office and the first woman in the nation's history

elected to the United States Senate without a previous appointment. In 1930 Ms. Pyle was the first women candidate for governor in SD and was the first woman to place a name in nomination for President of the United States at the Republican National Convention in 1940. In 1947 after a law passed allowing women to serve on juries in South Dakota, Ms. Pyle was one of six women seated at a Deadwood grand jury where she served as the assistant foremen in the first South Dakota jury permitting women to serve in Deadwood.

Match \$16,575.00 Grant Request \$16,755.00 Total \$33,150.00

Match-to-Grant Ratio 50.00% Proposed Grant amount = \$16,755.00

South Dakota Science and Technology Authority – Interactive elevator exhibit

The South Dakota Science and Technology Authority of Lead is requesting an Outside of Deadwood Grant for the final phase in creating an Interactive Elevator Exhibit. The project includes fitting the refurbished elevator, done with previous Outside of Deadwood grant funds, with audio and video to create the opportunity for visitors to experience the sights, sounds and feeling of riding a cage from the surface of the mine to a mile underground at the speeds up to 35 mph. The communities of Lead and Deadwood are interwoven in the rich history of the Black Hills Gold Rush and the Homestake Gold Mine.

Match \$50,600.00 Grant Request \$25,000.00 Total \$75,600.00

Match-to-Grant Ratio 33.00% Proposed Grant amount = \$25,000.00

Windcross Conservancy Inc. – Historic Sandstone School House Restoration

The Windcross Conservancy Inc. of Buffalo Gap is requesting an Outside of Deadwood Grant to support efforts in the restoration of the Historic Sandstone School House. This project includes sealing the remaining sandstone to halt further deterioration of the exterior of the building's stone work and complete tuck pointing of the entire building. The School House was built in two sections; first section built in 1896 and the second section including the tower was built in 1911. The Windcross is in the process of applying for National Historic Register eligibility with the intention to restore the building to its former state. Windcross currently uses it as a visitor center and headquarters for its organization which is open year round to the public. The non-profit hosted 14 international student interns in the last 18 months as well as provided numerous tours and public outreach events such as the 2014 quilt show, 2014 Buffalo Gap Frontier Days, kid's horse camps and served veterans lunches from the SD State Veterans Home in Hot Springs, SD. Once completed, Windcross plans to open the auditorium/ballroom to more public events. Buffalo Gap was once a town made up of cattleman's beef suppliers who provided meat not only to the reservation, but to the gold camps in Deadwood.

Match \$4,703.50 Grant Request \$4,703.50 Total \$9,407.00

Match-to-Grant Ratio 50.00% Proposed Grant amount = \$4,703.50

Total amount of 2015 Outside of Deadwood Grant awards in Round 2:	\$125,000.00
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7-6-15
6M

**AGREEMENT BETWEEN CITY OF DEADWOOD AND
BLACK HILLS STATE UNIVERSITY, INDEPENDENT CONTRACTOR**

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 BLACK HILLS STATE UNIVERSITY (hereinafter referred to as "BHSU"), as an Independent Contractor.

WHEREAS, the purpose of this agreement is to set forth the terms and conditions of the agreement between CITY and BHSU to provide conservation treatments on botanical specimens from the Deadwood Chinatown District; and

WHEREAS, BHSU has the experience and expertise to provide the requested conservation treatments; and

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

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. BHSU 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 BHSU.
3. BHSU shall preserve all plant materials sampled during previous archaeological work as well as any samples, taken from the remaining areas in the Deadwood Chinatown district in 2015.
4. BHSU shall transport the previously sampled plant specimens to its on-campus facilities.
5. BHSU shall provide its own office space and equipment needed to meet the requirements of this Agreement.

6. BHSU shall mount whole plant specimens on archival herbarium paper, identify taxonomically to the extent that the specimen is able to be identified, and label the mounted specimens with scientific and common names.

7. BHUS shall transport seeds and plant fragments recovered from Chintatown privies and ceremonial pit areas in the early 2000s to BHSU facilities, and carefully sort and move the seeds and plant fragments into plastic vials with screw-top lids for long-term storage. Sample identification and accessioning will be maintained by labels within the vials by BHSU.

8. BHSU shall catalogue and summarize all data in a separate database created specifically for the Deadwood Chinatown District's seeds as well as within the BHSU herbarium database.

9. BHSU shall visit the remaining areas of the Deadwood Chinatown District approximately twice per month during the months of June, July and August of 2015, collect samples and taxonomically identify extant vascular plant species with the goal of determining if exotic and medicinal plant species have persisted at the site and to generate high quality herbarium collections of these species.

10. BHSU shall obtain the permission of the landowner to sample on private property and will avoid disturbance or soil erosion at the site. Samples of the aforementioned plant species shall be returned to BHSU facilities for pressing, drying, mounting and labeling. These new samples will be entered into the herbarium database.

11. The cost of the work performed in 2015, shall be Two Thousand Four Hundred and no/100s Dollars (\$2,400.00) for wages of a student employee, Darlene Coppe; plus Three Hundred Ninety-four and no/100s Dollars (\$394.00) for supplies as listed in the BHSU proposal. BHSU shall submit an invoice to CITY for the total amount of Two Thousand Eight Hundred Fifty and no/100s Dollars (\$2,850.00).

12. BHSU shall not subcontract any of the services to be provided by this agreement.

13. The parties agree it is BHSU'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.

14. 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, BHSU shall return samples to CITY and shall produce work completed at that time.

15. BHSU does not have the authority to hire any person other than those individuals named in its proposal on behalf of CITY.

16. 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

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

Dated this ____ day of _____, 2015.

CITY OF DEADWOOD

By _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2015.

INDEPENDENT CONTRACTOR:
BLACK HILLS STATE UNIVERSITY,
Sponsored Programs Office

By: _____
William Kelly, Director

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF _____)

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared William Kelly as Director of the Sponsored Programs Office of Black Hills State University, 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: _____

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

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

7-6-15
6 P

July 06, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Fencing panels.

SUMMARY

I am requesting permission to purchase 25, 4' x 16' fencing panels, for the Parks Dept, to replace damaged panels that are used to set up for various special events. This is an approved budgeted item that we will purchase through Twin City Hardware and Rental for \$3,375.00.

RECOMMENDATION

Please approve spending \$3,375.00 to purchase 25, 4' x 16' fence panels from Twin City Hardware and Rental.

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

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

7-6-LS
7A

July 06, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Mt. Moriah Landscaping Project Bid

SUMMARY

We received only one Bid for this project, which came in at \$145,000.00. This was approximately 3 times the estimated cost. When investigating as to why other firms had not bid on this project, the primary reason given was, that due to the poor Spring weather most were so far behind on current projects they would be uncomfortable taking on additional work at this time.

RECOMMENDATION

It is my recommendation that the Commission reject all bids and we re-bid the project in the Fall when we may have a more favorable bidding climate.

First Amendment to the
Agreement for Administration of Deadwood Historic Preservation
Loan and Grant Funds

7-6-15
9 A

As of July 1, 2015 Article II of the "Agreement" will be revised:

HPC agrees to reimburse NHS for ELIGIBLE COSTS incurred by NHS pursuant to this Agreement, subject to a maximum of Forty three thousand four hundred fifty dollars (\$43,450) for the period beginning January 1, 2015 and ending on June 30, 2015.

And HPC agrees to reimburse NHS for ELIGIBLE COSTS incurred by NHS pursuant to this Agreement, subject to a Maximum of Thirty five thousand five hundred (\$37,500) for the period beginning July 1, 2015 and ending on December 31, 2015. The amount of such reimbursement shall be at hourly rates included in the attached Rate Sheet, with total amounts to be paid during this time period under this agreement not to exceed \$37,500, without prior express written approval and consent by HPC. For the purposes of this Agreement, ELIGIBLE COSTS shall mean costs to NHS of salaries, wages, and fringe benefits, office expense, worker's compensation insurance, liability insurance including officers and directors' liability insurance, utilities, and other necessary expenses. The parties acknowledge that NHS has other duties and functions and the HPC will only pay that portion of ELIGIBLE COSTS determined to be related to services performed for HPC by NHS pursuant to this Agreement. Request for reimbursement shall be made no more frequently than monthly and shall be accompanied by a voucher to be approved by the Historic Preservation Commission and the City Commission. All such reimbursement for ELIGIBLE COSTS will be paid solely from HPC Revolving Loan Fund.

7-6-15
9B

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) Owners may not have a license or permit regarding the care, possession, exhibition, breeding, or sale of animals revoked or suspended by any state, local, or federal agency;
- k) Not allow members of the public to come into physical contact with a dangerous wild animal;
- l) Owners must register all animals with the regulatory or enforcement agency and received proper permit from the South Dakota Animal Industry Board;
- m) Owners must maintain \$2 million dollar liability insurance;
- n) 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 6, 2015
Published: July 9, 2015
Adopted: July 29, 2015

7-6-15
DA

City of Deadwood
Wellmark Blue Cross & Blue Shield of SD
08/01/2015 – 07/31/2016

	Current DakotaCare	Wellmark BCBS of SD
Deductible	Ultra Single - \$1,500 Family - \$3,000	Blue Select Single - \$1,500 Family - \$3,000
Coinsurance	In-Network – 30% Out-of-Network – n/a	In-Network – 30% Out-of-Network – 40%
Out-of-Pocket Maximum	Single - \$4,500 Family - \$9,000 Deductible and Coinsurance apply to the Out-of-Pocket Maximum	Single - \$4,500 Family - \$9,000 Deductible and Coinsurance apply to the Out-of-Pocket Maximum
PPO Office Visit	\$30 Copay	\$30 Copay **
Emergency Room	Deductible/Coinsurance	Deductible/Coinsurance
Preventive Services	100% Covered	100% Covered
Chiropractic Care	\$30 Copay	\$30 Copay
Lifetime Maximum	Unlimited	Unlimited
Rx Coverage	Copays \$10/\$30/\$60/\$60	Copays \$10/\$30/\$60 **
Premiums	Employee – \$549.24 EE/Spouse – \$1,113.86 EE/Children – \$974.90 Family – \$1,607.63	Employee – \$485.75 EE/Spouse – \$994.82 EE/Children – \$919.52 Family – \$1,490.77
Total Monthly Premium Based Off 47 Contracts	\$47,807 44,915	\$43,586

** OV Copays and Rx Copays on Wellmark plan apply to the Out of Pocket Maximum.

5
= 16308
Difference
Annual



Wellmark Blue Cross and Blue Shield is an Independent
Licensee of the Blue Cross and Blue Shield Association.

Fully Insured Alternate Premiums

Group Name: Deadwood City of
Account Key: Prospect
Rating Period: 08/01/2015 to 07/31/2016

Alternate Benefit Offerings	Current Enrollment	Alternate Rates
OBS #201497-211 / 220862-1	12 Single	\$485.75
Blue Select	11 Family	\$1,490.77
Deductible: \$1,500 / \$3,000	15 Ee/Spouse	\$994.82
Coinsurance: 30%/40%	7 Ee/Child(ren)	\$919.52
OPM: \$4,500 / \$9,000	45 Total	
OV Copay: \$30		
BlueRx Complete		
Deductible: \$0 / \$0		
Copay: \$10/\$30/\$60		

Total Monthly Premium: \$43,586

Total Monthly Premium includes commissions of \$24.00 per contract per month for your Wellmark authorized Agent. Based on Current Enrollment, this equates to \$1,080.00 per month.

Employer Signature: _____ Date: _____

Comments:

The premium quoted includes the Health Insurer Fee and Transitional Reinsurance Fee imposed on the health plans and carriers pursuant to the Affordable Care Act beginning January 1, 2014. The Health Insurer Fee is an annual fee imposed on the insurance industry to help fund reforms made pursuant to the Affordable Care Act. The Transitional Reinsurance Fee is a fee imposed under the Affordable Care Act with the goal of stabilizing premiums in the individual market from 2014 through 2016.

Wellmark is not providing any legal or professional advice with regard to compliance of any federal or state law, regulations, or guidance. Law, regulations and guidance on specific provisions has been and will continue to be provided by the appropriate federal and state agencies and regulators. The information provided reflects Wellmark's understanding of the most current information and is subject to change without further notice. Please note that plan benefits, rates, renewal rate adjustments, and rating impact calculations are subject to change and may be revised during a plan's rating period based on guidance and regulations issued by the appropriate federal and state agencies and regulators. Wellmark makes no representation as to the impact of plan changes on a plan's grandfathered status or interpretation or implementation of any other provisions of law or regulation.

Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h). Wellmark will not be held liable for any penalties or other losses resulting from any employer offering coverage in violation of section 105(h). Wellmark will not determine whether any change in an Employer Administered Funding Arrangement affects a health plan's grandfathered health plan status under ACA or otherwise complies with ACA. Wellmark will not be held liable for any penalties or other losses resulting from any Employer Administered Funding Arrangement. For purposes of this paragraph, an "Employer Administered Funding Arrangement" is an arrangement administered by an employer in which the employer contributes toward the member's share of benefit costs (such as the member's deductible, coinsurance, or copayments) in the absence of which the member would be financially responsible. An Employer Administrative Funding Arrangement does not include the employer's contribution to health insurance premiums or rates.



NEW GROUP BINDER AGREEMENT - SOUTH DAKOTA

Wellmark Blue Cross and Blue Shield is an Independent
Licensee of the Blue Cross and Blue Shield Association.

Account Legal Name City of Deadwood	Business Developer Cheryl Rensch	Rep ID# 244	Effective Date 08 / 01 / 15
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Physical Address: Address Line 1: 102 Sherman Street	Group/Section #'s (Include all Sections or attach a matrix) 81409
Address Line 2:	
City: Deadwood State: SD ZIP+4: 57732	

Physical Address of Billing contact: Address Line 1:
Address Line 2:
City: State: ZIP+4:

If billing contact address is different than Accounts Physical Address shown above, this is:
☐ Alternate location of above Account; or ☐ 3rd Party Billing Service. (If 3rd party billing service, Account acknowledges that
**Wellmark Group Statement of premium invoice delivered periodically to any third party service provider can be viewed by Account
by registering for electronic billing at www.wellmark.com.**)

Account Key: 00033830	Contact Month:	Plan Year Month:	Unique Alpha Prefix: ZYH
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GROUP CONTACTS

	Contact	Phone Number	Fax Number	Email Address
Administrative Contact (Executive Contact)				
Billing Contact (Who bills are to be sent to)				
Correspondence Contact (Who makes benefit decisions)				

NO YES ADDITIONAL SERVICES

- ☐ ☐ COBRA Administration (Attached Addendum)
☐ Standard ☐ Full Service (SF only)
- ☐ ☐ COBRA Billing Services Only See Attached Agreement
- ☒ ☐ ACA Addendum See Attached (FI and SF Grandfathered Plans Only)
- ☒ ☐ Health Care Management Services See Attached Rate Exhibit
☐ Self Funded ☐ Self Funded over 5000 contracts
☐ Fully Insured and Minimum Premium Buy Up
- ☒ ☐ Third-Party EOBs No fee for this service

OTHER

- ☒ ☐ Is group part of an association? If yes, name and association code _____
- ☒ ☐ Savings Guarantee (500+ Contracts) See Attached Exhibit(s)
- ☒ ☐ Performance Guarantee (500+ Contracts)
- ☒ ☐ Terminal Rider (Must be signed) See Attached Rate Exhibit(s)
- ☒ ☐ Admin Guarantee See Attached
- ☒ ☐ Reconciled Job Service Report (FI only) See Attached

ENROLLMENT

- ☒ MSP Status MSP Addendum required regardless of group size
- ☐ Paper Applications ☐ EDI ☐ Blues Enroll ☐ NA
- ☐ Excel Spreadsheet

When will Enrollment Information be Received? ____/____/____

☐ Does the open enrollment date differ from the renewal date?

If so OE date is: ____/____/____

CARRIER INFORMATION

Is Wellmark the Exclusive Carrier/
Administrator? ☒ Yes ☐ No
If No, identify carrier(s) & # of Enrolled by
carrier. _____

Is Wellmark the Stop Loss Carrier?

☐ Yes ☐ No ☒ N/A

If No, identify Stop Loss Carrier. _____

Stop-Loss Terms: _____

Stop-Loss LOB: _____

ID Cards Delivered

ID cards will be delivered to the member
unless indicated below

Benefit Product Selected

NEW GROUP BINDER AGREEMENT - SOUTH DAKOTA

Benefit Name	Health OBS Number	Rx OBS Number	Benefit Name	Health OBS Number	Rx OBS Number
SD Blue Select	201497-211	220862-1			

NEW HIRE WAITING PERIOD

The period of time newly hired members and family dependents must wait before becoming eligible for coverage:

☐ Date of hire/date of eligibility - ODD EFFECTIVE DATE (only if group allows and premiums will be prorated - fully insured only)

OR

1st OF THE MONTH FOLLOWING (if hire on the 1st, effective 1st of the month following) Ex: If hired 3/1, effective 4/1

1st OF THE MONTH FOLLOWING (if hire on the 1st, effective on the 1st of that month) Ex: If hired 3/1, effective 3/1

☐ Date of hire/eligibility

☐ Date of hire/eligibility

☐ 30 days

☐ 30 days

☐ 60 days

☐ 60 days

☐ Other - define with example

☐ Other - define with example

For Internal Use Only

Set Up/Description (attach additional sheet of paper if needed; include membership, billing, funding changes, if applicable)

Completed by _____

SIC CODE	WELLMARK RETENTION REP. NAME/#	CONTRACTED AGENCY NAME	SELLING AGENT NAME SELLING AGENT NUMBER	CONTRACTED AGENCY TAX ID
9131				

This Binder Agreement serves solely as evidence of Wellmark's agreement to provide the health coverage and administrative services and to provide services for any applicable stop loss insurance coverage indicated above. The Account agrees to the terms and payment obligations stated herein and agrees to pay Wellmark the applicable rates, administrative fees, and stop loss premium stated in the proposal(s). Execution of this Binder Agreement by the Account authorizes Wellmark to implement the administration of this coverage including the processing and settlement of claims for members of the Account's group plan incurred within the Rating Period. On or about the effective date of the coverage, Wellmark shall issue and execute a definitive agreement setting forth the rights and responsibilities of Wellmark and Account. Account's payment to Wellmark of the applicable fees as of the effective date is evidence of Account's agreement to the terms specified in the definitive agreement.

Account understands and agrees that Wellmark defines a National Account as any company headquartered in South Dakota but which also has employees in other states whose claims are processed through the Blue Card program. Signatures on this Binder Agreement confirm that it is issued for delivery in South Dakota. Only persons associated with a National Account or with Account locations in South Dakota are eligible for coverage. If the entity is not headquartered in South Dakota, coverage will be void for any persons associated with Account locations outside of South Dakota.

Account acknowledges and agrees that Wellmark will rely on the information contained in the Affordable Care Act ("ACA") Addendum. Account represents to Wellmark that the information contained in the ACA Addendum is correct. Account agrees that it will provide Wellmark at least 60 days prior written notice of any change that may affect grandfather status.

This Binder Agreement shall expire upon Wellmark's issuance and execution of the definitive agreement, except the COBRA Addendum, Affordable Care Act Addendum, and/or Health and Care Management Programs/Services Rating Exhibit, if any, which will remain in effect and become a part of the definitive agreement. It is hereby agreed and understood that the terms and conditions of the definitive agreement and benefits document(s) issued by Wellmark to the Account, and the terms and conditions of the definitive stop loss policy issued by stop loss carrier, if any, shall govern and control the terms stated in this Binder. Any inconsistency between this Binder Agreement, including any attachments, and any subsequently issued executed definitive agreement(s) shall be construed in favor of the subsequently issued document.

This Binder Agreement shall be governed in accordance with South Dakota Law

Group/Account

By _____ Printed Name _____

Title _____ Date ____/____/____

Note: This is a summary of benefits under this plan, not a statement of contract. The actual terms and conditions of coverage will be specified in the Group Insurance Policy issued by Wellmark or the Administrative Services Agreement between Wellmark and the entity below, as well as the Benefits Certificate and any amendments thereto.

Benefit Summary - CITY OF DEADWOOD

Group Number/BU: - Group Product Summary ID: 220862-1 Coverage Code:
 Alpha Prefix: Benefit Dates: 8/1/2015 - 7/31/2016 Summary Status: **Rating Completed**
 New Quote: \$10/30/60; \$3000/6000 coordinated opm

Group Information

Group Street Address

1:

Group Street Address

2:

City/State/ZIP: Deadwood , SD

Product/Version: Prescription Drug Program - Custom (201112)

Account Signature _____ Date _____

General

Wellmark Blue Cross Blue Shield of South Dakota

BlueRx Complete (3-tier)

Out-of-Pocket amounts aggregate (both ways) between health and prescription drug program.

New

Fully insured arrangement

Large business group (101-300)

Group is a Government Entity

Benefit period is defined as calendar year

Healthcare Reform Non-Grandfathered Plan (ACA required drugs are covered and member cost-share is waived according to preventive care guidelines. A complete list of recommendations and guidelines related to ACA preventive services can be found at www.healthcare.gov)

Plan year begins on: 08/01

Eligibility

When benefits have been provided by another plan, Wellmark applies benefits the lesser of
 1) the amount on the claim as the member's liability or 2) what we should have paid if the claim was submitted to us first.

Payment

Benefit period deductibles do NOT apply

Out-of-Pocket Maximum (OPM):

Single out-of-pocket maximum is \$ 4500

Family out-of-pocket maximum is \$ 9000

No Wellmark to Wellmark out-of-pocket credit. Credits will not transfer from one Wellmark employer group to another Wellmark employer group.

Days Supply (per member cost-share): 31

Payment Application (per member cost-share):

Tier 1 copayment is \$ 10

Tier 2 copayment is \$ 30

Tier 3 copayment is \$ 60

Specialty Drugs Payment Application (member cost-share per 30-day supply):

Preferred specialty drugs copayment is \$ 60

Non-preferred specialty drugs copayment is \$ 100

90-Day Maintenance Supply:

At retail pharmacy: 90-day supply of maintenance drugs available for 3 copayments OR coinsurance per 90-day supply.

Through mail order: 90-day supply of maintenance drugs available for 3 copayments OR coinsurance per 90-day supply.

Product Selection Penalty Rule: When a brand drug is obtained and there is an equivalent generic drug available, the member is responsible for paying their payment obligation for the equivalent generic (i.e. lowest payment application) and any remaining cost difference up to the maximum allowed fee for the brand name drug.

Utilization Management Programs apply

Benefits

Contraceptives are covered

Smoking Cessation: Prescription drugs only are covered

Specialty drugs are covered only when obtained through Specialty Pharmacy Program

Prescription drugs covered only when purchased through Participating Pharmacies.

SD EForm - 0933 V3

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

7-6-15
10B

Highway No. **US 14A** County **Lawrence** Approximately **0.00** Miles N ☐ S ☐ E ☐ W ☐

From (City or well defined point) **Deadwood** Section **23** Township **5N** Range **3E**

Description of occupancy: **Install permanent 16" x 32" Post with Archway over Main Street of Deadwood. See Attached Plans**

Purpose of occupancy: **To Wayfind Traffic to Deadwood Main Street. To assist identification of the Entrance to Deadwood Main Street.**

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

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

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

APPLICANT NAME (please print) _____

SIGNATURE _____

DATE _____

ADDRESS **108 Sherman Street** **Deadwood** **SD** **57732** TELEPHONE **(605) 578-2082**

REPRESENTING **City of Deadwood**

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

To be completed by Department of Transportation

Project (Const.) _____ Station _____ Milepost _____

Project (Maint.) _____ Maintenance Unit _____

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

2. Special Conditions _____

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

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

Region Engineer

Chief Bridge Engineer (Bridge Installations only)

INSTRUCTIONS FOR DOT-295

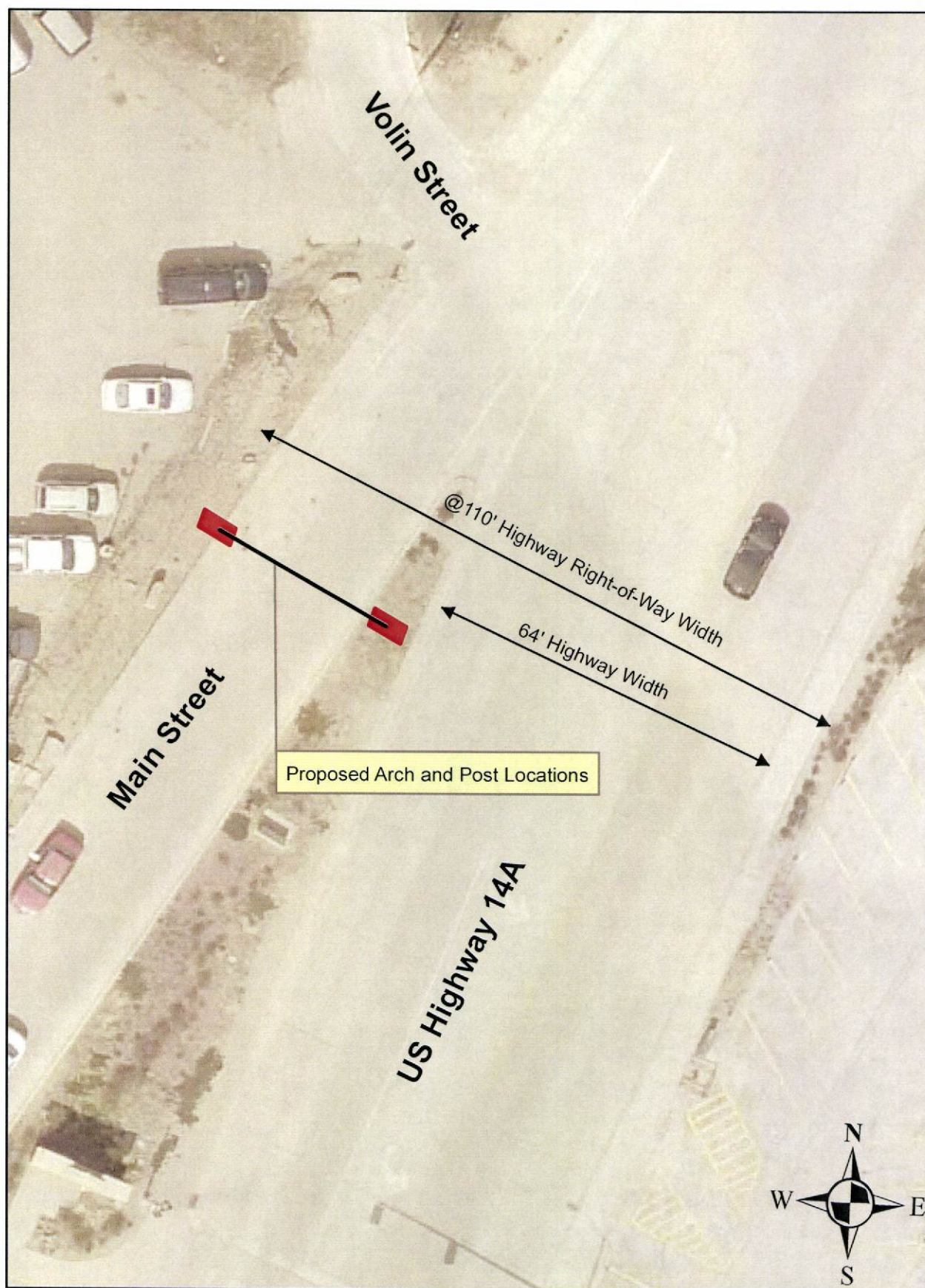
APPLICANT:

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

DEPARTMENT OF TRANSPORTATION REGION OFFICE:

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

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



DEADWOOD, SD

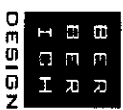
LOWER MAIN STREET ARCHWAY
DESIGN INTENT

DATE: 05/19/2015

BER
BER
ICH

DESIGN

PO BOX 468 MILL CITY, SOUTH DAKOTA 57745
605-430-5170 • RAY@BERBERICHDESIGN.COM



BERBERICH DESIGN
PO Box 468
Hill City, SD 57145

Contact:
Ray Berberich
605-430-5170
ray@berberichdesign.com

Project:
Citywide Wayfinding
Signage

Project Number:
n/a

Prepared for:
The City of Deadwood
Deadwood, South Dakota

Client Contact:
Kevin Kuchenbecker
Historic Preservation Officer
Department of Planning &
Preservation
605-578-2082 Office
605-641-3988 Mobile
kevin@cityofdeadwood.com

Date:
06/15/2015

Makes / Revisions:

Drawn by: RB

Lower Main Archway
Table of Contents

TABLE OF CONTENTS

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ARC1.00	DDWD_Lower Main Archway_Front Elevation
ARC1.01	DDWD_Lower Main Archway_Rear Elevation
ARC1.02	DDWD_Lower Main Archway_Site Plan
ARC1.03	DDWD_Lower Main Archway_Details
ARC1.04	DDWD_Lower Main Archway_Details
ARC1.05	DDWD_Lower Main Archway_Post Cap

SUBMITTALS

A. **SHOP DRAWINGS:** Three (3) sets of detailed shop drawings (plans, elevations and scale drawings) are to be submitted to the Owner and Designer for review prior to production. These drawings are to show/cite all materials, finishes, construction details, lighting and installation detailing of artwork and signage structure, including locations of all material seams (finished and unfinished). Additional drawings may be requested by the Designer, at the contractor's expense to further indicate items in question.

B. **PRODUCT DATA:** Submit manufacturer's technical data and installation instructions for each type of sign and/or fixture required. As will be provided in the completed, installed sign unit.

C. **SPECIFIC SAMPLES:** Submit two (2) 6" x 6" samples of all actual material to be used for each different finish surface, (each color and texture) coated to match the proper color texture and finish as for each indicated, to show the quality of fabrication and design. If there are material seams or welded joints in the sign cabinet, a sample of a continuously welded, ground, filed and smoothed seam with the correct indicated finish(s), applied must be submitted for Designer review. Completed and installed components will be evaluated based on these submittals.

D. **OTHER SAMPLES:** Two (2) 6" x 6" samples of all exterior materials that can be viewed when all finished sign structures are completed and in place (in addition to those mentioned above) are to be submitted for Designer review prior to production. Items sampled would include those specified as well as those materials proposed for substitution of specified materials, or suggested materials for those that are unspecified, including Neon (sample drawing will be provided).

E. **STRUCTURE:** Design of installation, internal structure, mounting assemblies and foundations by Sign Contractor. Sign Contractor shall submit two sets of comprehensive shop drawings incorporating an adequate foundation or mounting structure for all sign components given site conditions. The sign contractor shall at its expense submit calculations, stamped by the appropriate Engineer, registered in the state of Final Installation for all structural members, including foundations for Owner's review.

F. **ELECTRICAL REQUIREMENTS:** Sign Contractor shall provide at the earliest possible time the specific electrical requirements (if any) to the Owner.

G. **LAMP SERVICE:** Sign Contractor to provide Designer and Owner with complete lamp replacement information Brand, type, wattage, color, etc. For all lighted components. This information shall be in type within format (8-1/2" x 11") and shall indicate at least one local (state) supplier.

H. **MAINTENANCE:** Sign Contractor to provide Designer and Owner with complete finish/component care instructions as specified by manufacturers for on-going cosmetic sign cleaning and maintenance.

QUALITY ASSURANCE

A. **UL COMPLIANCE:** Provide lighting fixture and electrical components that are UL-labeled and listed. Indicate electrical service required and location for review by Designer.

B. **LAMP EMISSION:** All lighting fixtures/sources shall emit a color balanced, consistent and uniform light with no flickering, flickering, halting, or other uneven effect.

C. **ELECTRICAL HARDWARE:** All transformers and electrical hardware shall be concealed non-audible and non-visible to pedestrian and vehicular traffic.

D. **LABELING:** There shall be no visible labels, manufacturer's or otherwise, code permitting, on the completed signs. If labels are required, a sample label and intended location must be submitted for Designer review, prior to application.

F. **STOCK:** All materials, hardware, electrical components, finishes, etc. used to fabricate any and all sign components shall be NEW (not previously used or operated in any other application) and from the most recent original manufacturer's production run/supply and appropriately matched to the service conditions required of the site.

F. **ARTWORK:** Finished black and white, high positive or digital artwork for all symbols and other custom designed graphic components, such as logos, logo-type and arrow needs used for all sign types shall be furnished or specified by the Owner for reproduction. All enlarging and reducing is the responsibility of the Sign Contractor.

G. **EXECUTION:** Problems such as messages being too long to fit into the required format, difficult logo or logo-type components to reproduce accurately, etc., must be brought to the attention of the Designer, prior to execution. It is required that the Sign Contractor not resolve these kinds of discrepancies.

H. **OWNERSHIP:** All graphic designs created by the Designer and/or Owner for this project are to be used exclusively for this project. The sign Contractor must receive express written permission from both the Designer and Owner for any use other than for the completion of this project including self-promotion and publication. It is required that all original artwork furnished by the Owner be returned upon completion of this project. (Deposit may be required.)

I. **ACCEPTANCE:** All work shall be complete in every respect and satisfactory to all governing legislative authorities and building codes, the Owner and the Designer.

MATERIALS

A. **ACRYLIC/COLOR TRANSLUCENT SHEET:** Where sheet material is indicated as a "color", provide color translucent sheet of density required to produce uniform brightness without halo effects. Material provided shall be appropriately matched to the intended permanent field conditions.

B. **ACRYLIC/TRANSPARENT SHEET:** Where sheet material is indicated as "clear", provide colorless sheet in glass finish with light transmittance of 92%+, where tested in accordance with the requirements of ASTM D-1003.

C. **ALUMINUM SHEET:** Provide aluminum sheet of alloy and temper recommended by the aluminum producer or finisher for the type of use and finish indicated, and with not less than the strength and durability properties specified in ASTM B109 for 5005-H15.

D. **ALUMINUM EXTRUSIONS:** Provide aluminum extrusions of alloy and temper recommended by the aluminum producer or finisher for the type of use and finish indicated, and with not less than the strength and durability properties specified in ASTM B-221 for 6063-T5.

E. **STRUCTURAL STEEL:** Provide internal galvanized structural steel as required to meet the requirements of the permanent installation.

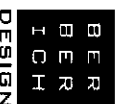
F. **FASTENERS:** Unless otherwise indicated, use concealed fasteners fabricated from metals that are non-corrosive to either the signage materials or the mounting surface.

G. **ELECTRICAL LAMPS:** Provide new electrical components and respective lamps, so as to be easily repaired or replaced from local available stock, (24 hr. max. turn around).

H. **VINYL WALL COVERING:** Type II, PVC coated, 20 oz., 20 mil, passes flame test, ASTM E-84-98, Meets UL723, NFPA NO. 255, UBC 42-1 AND ANSI NO. 2.5

I. **PERMITS:** Sign Fabricator is responsible for acquiring all necessary permits and approvals from all local authorities for contents of this package prior to fabrication and/or installation. Owner is to be supplied with copies of all permits and approvals.

J. **ALTERNATE MATERIALS AND METHODS:** All bids are to be based directly on the materials and fabrication techniques indicated in the drawing package. No alternates will be considered as part of the base bid. Any alternates suggested by the potential bidder, must be quoted separately as alternates and must be accompanied by a complete description of the proposed alternate in order to be considered.



BERBERICH DESIGN

PO Box 469

Hill City, SD 57745

Contact:

Ray Berberich

605-430-5170

ray@berberichdesign.com

Project:

Clowide Wayfinding

Signage

Project Number:

n/a

Projector for:

The City of Deadwood

Deadwood, South Dakota

Client Contact:

Karen Kuchanbecker

Historic Preservation Officer

Department of Planning &

Preservation

605-578-2082 Office

605-641-5568 Mobile

karen@cityofdeadwood.com

Dates:

05/15/2015

Notes / Remarks:

Drawn By: RB

Lower Main Artery
General Specifications



DESIGN

Hill City, SD 5

ray@berberich

Street Archwa

Deadwood, S

kevin@cityofla

Date: 05/15/2012

Revisions:

DETAILS

1

incorporated in other

Drawn by: RE

Lower Main

ARC 1:



DRIVE LANE

LINE OF A TYPICAL SEMI-TRAILER

DESIGN

PO Box 468

Contact:

605-430-5170

ray@berberchdesign.com

Project:

Street Archway

Prepared for:

Deadwood, South Dakota

Client Contact:

Historic Preservation Officer

Preservation

605-641-5568 Mobile

kevin@cityofdeadwood.com

Date: 05/15/2015

Revisions:

iii) Skattemin

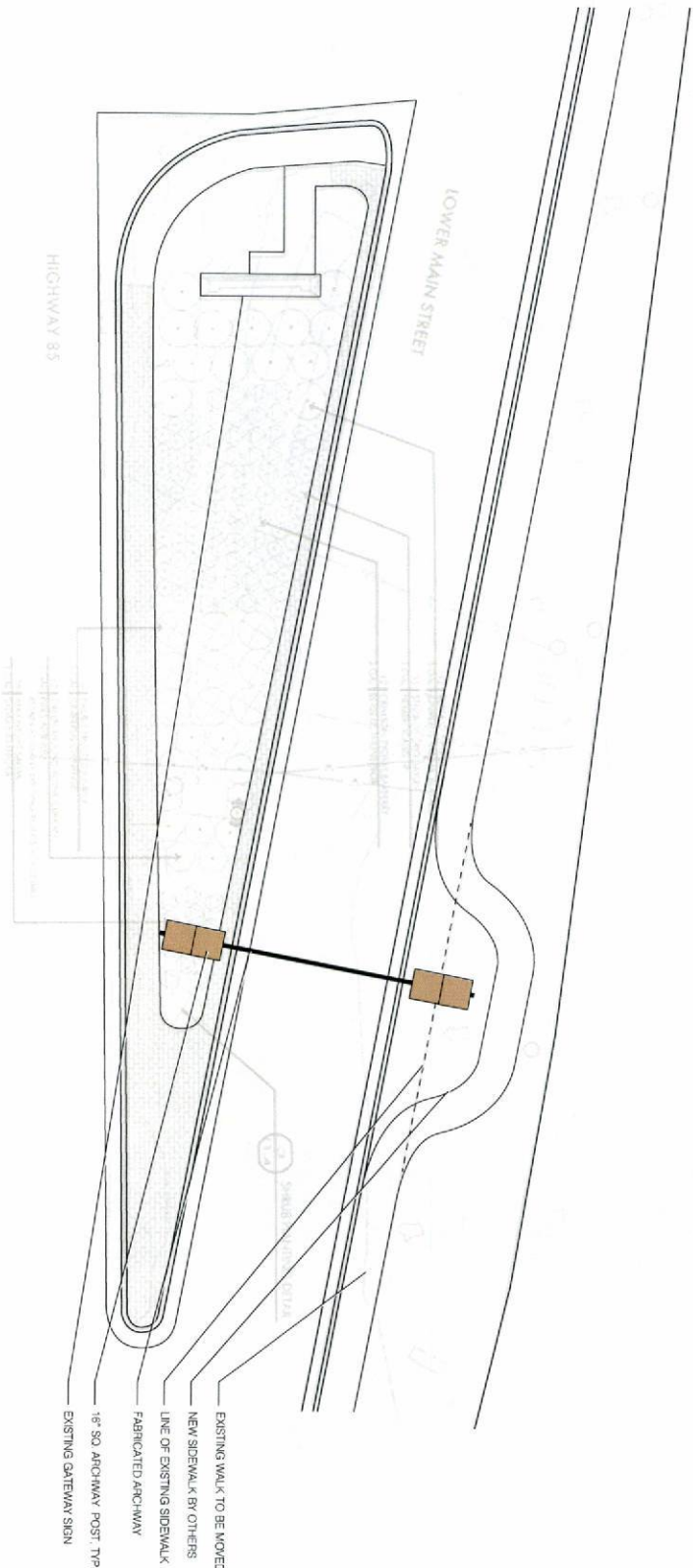
incorporated in other projects.

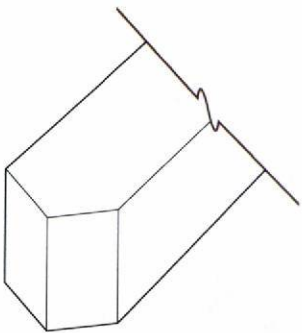
Drawn by: RB

Lower Main Archway

ARC1.01

NOTE:
ALL LANDSCAPE AND SIDEWALK
DESIGN NOTES
- UTILITY LOCATIONS HAVE BEEN
REQUESTED BY THE CITY AND
SHOULD BE COMPLETE BY 05/12/2015
- REFER TO STRUCTURAL DRAWINGS
FOR FINAL LOCATION FOOTING /
CONSTRUCTION SPECIFICATIONS





A SQUARE TUBE END DETAIL
ARC1.03 SCALE: NTS

WESTERN RED CEDAR
- ALL CEDAR TO BE ROUGH SAWN,
FULL DIMENSION TIMBER FREE OF
HEART CENTER (FOHO) WITH
BLEACHING OIL APPLIED FOR AN
EVEN FINISH.

REFER TO WWW.REALCEDAR.COM
AND PAUL MACKIE 877-316-8845 FOR
ADDITIONAL SPECIFICATIONS AND
INFORMATION

DISTRIBUTOR CONTACT:
MIDWEST LUMBER
PO BOX 800
STILLWATER, MN 55082
TIM KNOX 800-862-6003
651-439-5051
651-439-5446



B SIDE VIEW
ARC1.03 SCALE: 3/8" = 1'-0"



C DETAIL
ARC1.03 SCALE: 1/2" = 1'-0"

BERBERICH DESIGN

BERBERICH DESIGN
PO Box 468
Hill City, SD 57745
Contact:
Ray Berberich
605-430-5170
ray@berberichdesign.com

Project:
Citywide Wayfinding
Signage - Lower Main
Street Archway

Prepared for:
The City of Deadwood
Deadwood, South Dakota

Client Contact:
Kevin Kuehnbecker
Historic Preservation Officer
Department of Planning &
Preservation
605-578-2082 Office
605-641-5568 Mobile
kevin@cityofdeadwood.com

Date: 05/15/2015

Revisions:

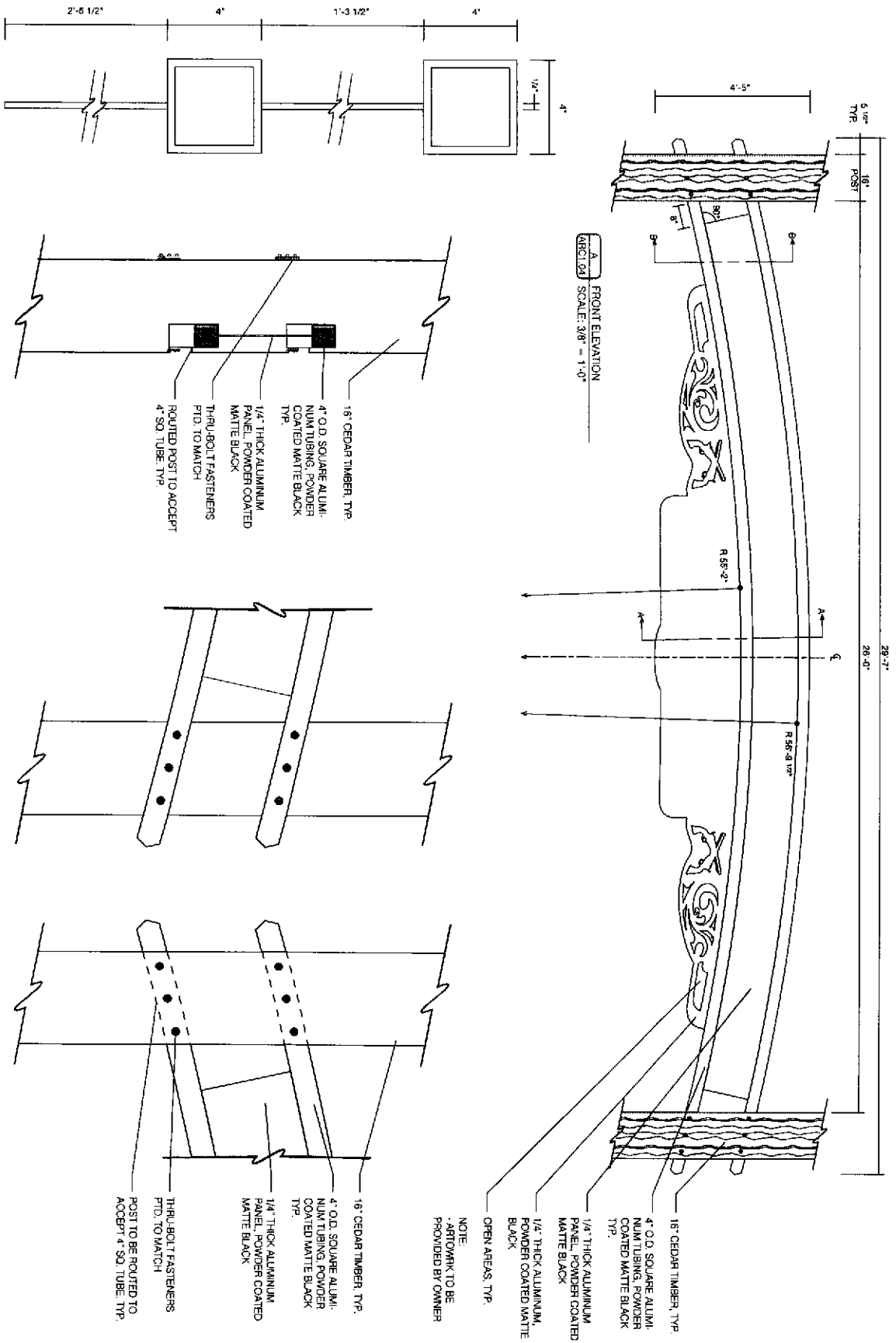
The sole purpose of all drawings is to
express visual design intent only and not
intended for actual fabrication purposes.
No sign layout, material, or construction
details are included. All drawings are
selected methods, engineering methods,
fabrication methods, permitting and
installation.

This document is the sole property of
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regarding the drawings and designs herein
are expressly retained. It is submitted
for review and approval only. No
special purpose, and the recipient by
accepting this document shall not be
entitled to compensation in whole or in part,
to any person except for the purpose for
which it was prepared, nor any special
incorporated in other projects.

Drawn by: RB

Lower Main Archway

ARC1.03



B ARCT.00 - SECTION AA
 ARCT.04 SCALE: 1/4"

C ARCT.00 - SECTION BB
 ARCT.04 SCALE: 3/4" = 1'-0"

D ARCT.00 - REAR ELEVATION DETAIL
 ARCT.04 SCALE: 3/4" = 1'-0"

E ARCT.00 - FRONT ELEVATION DETAIL
 ARCT.04 SCALE: 3/4" = 1'-0"

BERBERICH
DESIGN

BERBERICH DESIGN
 PO Box 468
 Hill City, SD 57145
 Contact:
 Ray Berberich
 605-430-5170
 ray@berberichdesign.com

Project:
 Citywide Wayfinding
 Signage - Lower Main
 Street Archway

Prepared for:
 The City of Deadwood
 Deadwood, South Dakota

Owner Contact:
 Kevin Kuehnbecker
 Historic Preservation Officer
 Department of Planning &
 Preservation
 605-578-2082 Office
 605-641-5588 Mobile
 kevin@cityofdeadwood.com

Date: 05/15/2013

Revisions:

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Drawn by: RB

Lower Main Archway

ARCT.04

BEER
BEER
ICHI

BERBERICHDESIGN

Hill City, SD 57745

Contact:

Hay Berberich
605-430-5170

ray@barberichdesign.com

Figure 1

Citywide Wayfinding
Signage - Lower Main
Street Archway

Prepared for:

The City of Deadwood
Deadwood, South Dakota

Client Contact

Historic Preservation Office
Department of Planning &
Preservation

605-578-2082 Office
605-641-5568 Mobile
kevin@cityofdeadwood.com

Date: 05/15/2015

Revisions

The sole purpose of an "insurance" is to express moral obligations, not to express economic ones. Insurance is not a contract, it is a moral obligation imposed by the social institution.

The social institutions are not contractually defined, they are defined by the social actors. Social institutions are defined by the social actors, not the other way around. The social actors are defined by the social institutions, not the other way around. The social actors are defined by the social institutions, not the other way around. The social actors are defined by the social institutions, not the other way around.

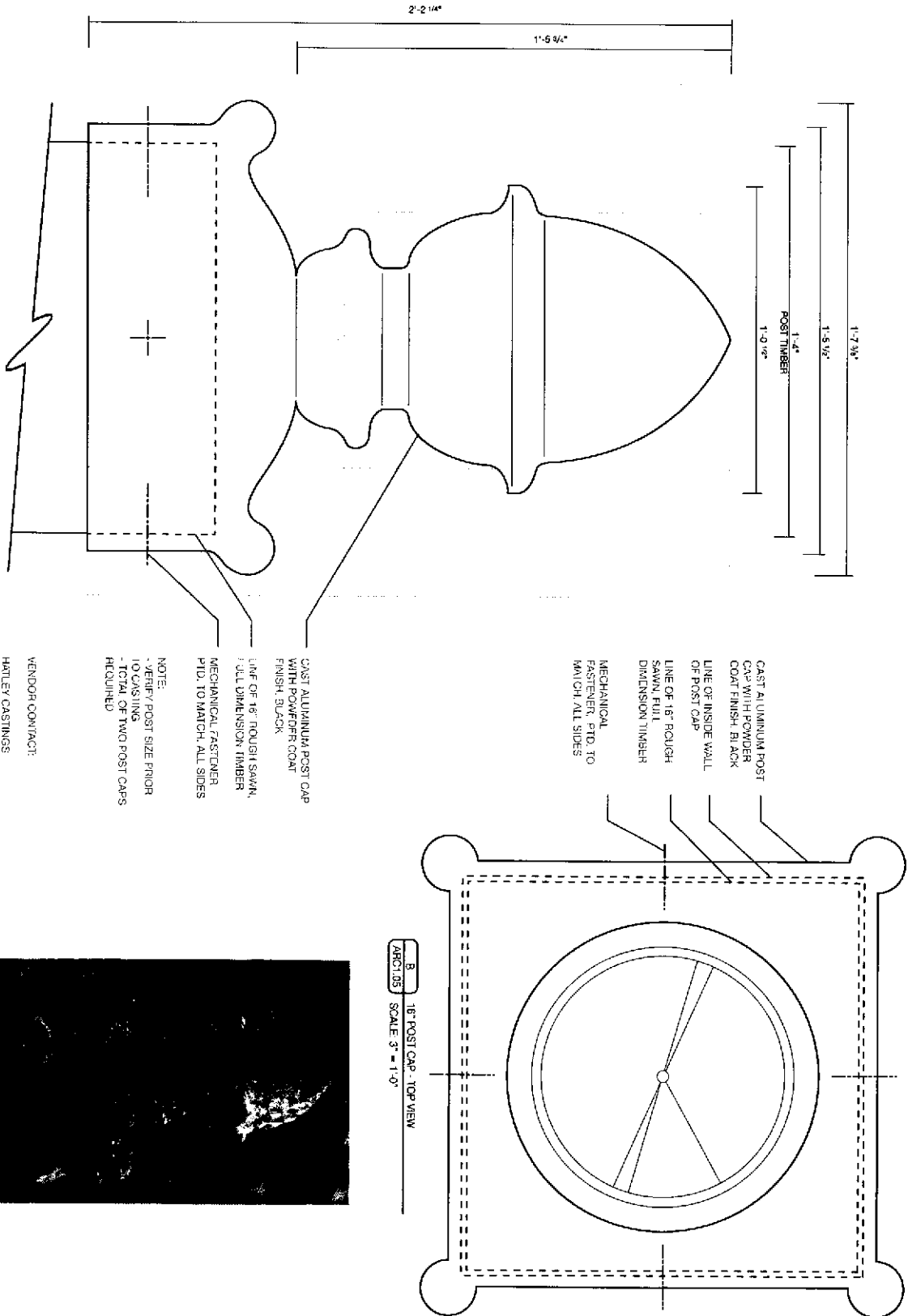
[illegible]

Learn by: RB

16" Archway Post Cap



C	REFERENCE IMAGE
ARC1.05	SCALE: NTS



A	16" POST CAP - TYPICAL ELEVATION
APRC1.05	SCALE: 3" = 1'-0"

B	16" POST CAP - TOP VIEW
ARC1.05	SCALE 3" = 1'-0"

AFC1.05

To: Chief Kelly Fuller

7/6/15
H.C

From: Officer John Marshall

Date: June 22, 2015

Subject: Resignation

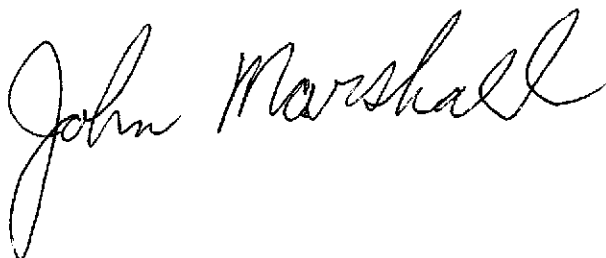
I am writing to officially tender my resignation from the Deadwood Police Department. My last day of duty will be Monday, July 6, 2015.

Working for Deadwood Police Department has been a great experience. I could not ask for a better group of colleagues. I have grown in many ways during my time here and I appreciate the opportunities provided for me by the Deadwood Police Department.

I will be accepting a position as a Police Officer with the Rapid City Police Department. While I will miss everyone, I feel that it is a time for new challenge and experience.

Thank you for all you of done.

Sincerely,

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

John Marshall

7-6-15

June 29 2015

10 D

Kate Storhaug
318 Washington St
Lead, SD 57754

Dear Kevin and Bob Jr.,

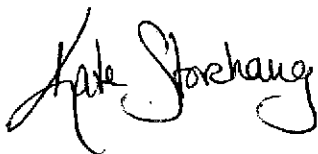
I am writing to officially announce my resignation and give my month notice from the City of Deadwood's Planning, Zoning and Historic Preservation office. My goal is to stay until July 31st, 2015. However if offered a position with a starting date, I will notify you of my revised effective date.

This was not an easy decision for me to make as you already know. The past couple years have been very rewarding. I have greatly enjoyed working for you both and feel I have learned a lot as well as grown professionally during my time under your supervision.

Thank you for the opportunities you have provided me during my time with the City of Deadwood and for understanding my decision for leaving.

I wish you both and the City the very best and I hope we can keep in touch in the future.

Sincerely,



Kate Storhaug

Cc: Mayor Chuck Turbiville
Historic Preservation Commission

7-6-15
10E



7-6-15
10E

Prepared by: Brad Krush
Black Hills Power
1251 Otter Rd.
Sturgis, SD 57785
605-206-2967

WR#555270

ELECTRIC EASEMENT-UNDERGROUND

This **EASEMENT** is made and entered into this _____ day of _____, 20____, by and between the **City of Deadwood**, "GRANTOR", and **Black Hills Power Inc.**, "GRANTEE".

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electrical power system consisting of buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and associated equipment, , together with the power to extend to any communications company the right to use any trench placed pursuant to the provisions hereof, upon, and across that certain piece of real estate hereinafter described, together with the right to cut, trim, remove or control by other means from said right-of-way any brush, trees, stumps, roots or other vegetation where necessary to secure a clearance from the conductors of at least **5** feet on either side of the power line. . This easement shall run with the land. The centerline of the power line as constructed is the centerline of the easement.

The real estate above referred to is specifically described and/or depicted as follows: **SEE EXHIBIT "A"**

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devises as may be required to permit the operation of standard utility construction or repair machinery. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety, operation or maintenance of said lines, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first written above.

Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF _____;
COUNTY OF _____; SS. _____

On this ____ day of _____, 20____, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came _____, the _____ of **the City of Deadwood**, and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

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

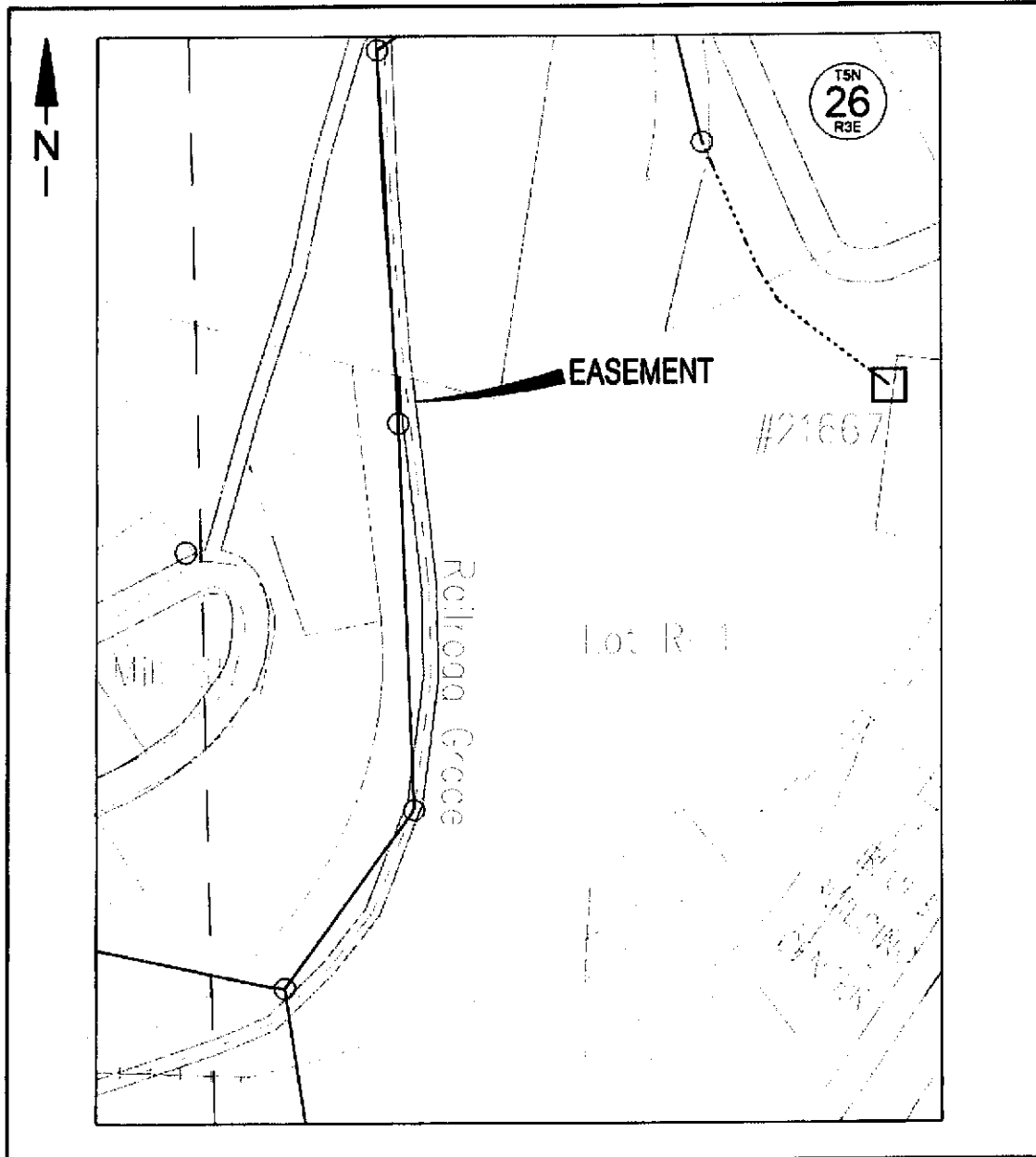
Notary Public

My Commission Expires: _____
(SEAL)

EXHIBIT "A"

The real estate referred to is specifically described as follows:

Lot R-1, City of Deadwood Railroad Property located in the City of Deadwood, Lawrence County, South Dakota, as shown on Plat Doc. #87-649.



NOTE: The centerline of the powerline as constructed is the centerline of the easement.

STATE OF SOUTH DAKOTA)
COUNTY OF LAWRENCE) :SS

IN CIRCUIT COURT
EIGHTH JUDICIAL CIRCUIT

Civ No. 89-118

CITY OF DEADWOOD,

Plaintiff,

vs.

JAMES K. P. MILLER, HENRY FRAWLEY,
CHRISTINA FRAWLEY, RONALD ISLAND,
MARTIN GUTH, HOMESTAKE MINING
COMPANY, LAWRENCE COUNTY, a
political subdivision of the State
of South Dakota, STATE OF SOUTH
DAKOTA, a public corporation; BOARD
OF EDUCATION OF SCHOOL DISTRICT 40-
1, f/k/a the BOARD) OF EDUCATION OF
THE CITY OF DEADWOOD, a political
subdivision of the State of South
Dakota and ALL UNKNOWN HEIRS,
EXECUTORS, ADMINISTRATORS, CREDITORS,
DEWISEES, LEGATEES AND ASSIGNS OF
JOSEPH SWIFT, FANNIE CRANSTON,
JOHN ROBINSON, RACHEL MERRICK,
CHARLES GOODNOUGH, FERDINAND JENSEN,
WILLIAM BLISS, JAMES ANDERSON, STAR
& BULLOCK HARDWARE, FRANCIS
MITCHELL, GEORGE BUTLER, JOHN BOYER,
PATRICK FOLEY, A. L. RECKLER, JACOB
BARTELS, A. H. DANIELS, OLIVER
DOTSON, SOL STAR, BEN BARR, HARRIS
FRANKLIN, JOHN GUILD, ALICE M.
GUILD, ROBERT GUILD, FRED GUILD
AULSBROOK, AUSTIN HOBBS, JOHN H.
BURNS, PROBATE JUDGE, JACOB
GOLDBERG, MORITZ BAUMBERGER, CHARLES
SPENCER, FRANK J. MORTON, EDMOND
DAVIS, ARTHUR BALSLEY, FRED H.
CRUISE, JULIE CRUISE, MICHAEL EARLY
ALEX I. SMITH, V.C. SWEATMAN, JOSEPH
OGDEN, ALBERT MERRICK, ELMA STOCKIN,
WILLIAM E. ADAMS, WILLIAM L.
MCLAUGHLIN, LEONARD GORDON, PROBATE
JUDGE, JOHN BURNS, COUNTY JUDGE, W.
L. CHADWICK, TOWNSITE JUDGE, C.B.
GUILBERT, DANIEL BONTY, A/K/A DANIEL
F. LABONTY, OTTO UHLIG, LAMBERT

JUDGMENT
QUIETING TITLE

FILED
Lawrence County, South Dakota

OCT 18 1989

Daniel Brown

JOHNSON, SAMUEL RHODES, MAY
 MCCARTHY, JOHN MCCARTHY, JOSEPH
 IRVIN, ANNIE PARKS, LUCRETIA
 MARCHBANK, MARIA DAVIS, JOHN BRACKE,
 MORRIS RODGERS, CATHERINE INGRAHAM,
 GEORGE INGRAHAM, G.R. SANGIEVINNI,
 ALEX CAMPBELL, FRED T. EVANS, ALEX
 L. SMITH, DONALD A. MCPHERSON, HENRY
 M. STEARN, THOMAS WHITTAKER, GORDON
 L. MEAD, MATT HAMILTON, MAY L.
 HAMILTON, JOHN W. FORD, MISSOURI
 RODGERS, W.H. STODDARD, T.W.
 HARDWICK, CAROLINE M. STODDARD,
 DAVID G. TALLENT, STEVEN J. SCRIBER,
 SAMUEL S. SMITH, ELLEN IRWIN, ADDIE
 WEBSTER, MARY EARLY, SETH BULLOCK,
 ATHENA EARLY, PATRICK EARLY, AUGUST
 PICHER, R.D. POLLARD, MARTHA CONANT,
 MARY SANGER, SILAS CONANT, CEPHAS
 CARPENTER, PAUL REUMAN, RAMON J.
 WHITTAKER, WILLIAM MCLAUGHLIN, JAMES
 BURNS, COUNTY JUDGE, WILLIAM
 WHISTLER, EDWIN VANCISE, SWIFT LAND
 CO., A.B. MITCHELL, AILI MITCHELL,
 JOHN REGAN, S & B STOCK FARM CO.,
 FRED L. ECCLES, WILMOT WHITE, THOMAS
 WHITE, EMMA TUCK, O.P. REYNOLDS,
 H.D. REYNOLDS, FRANK DENNIS, REBECCA
 DENNIS, CHARLES KIRSTING, VELMA
 KIRSTING, ELLING F. WASNER, C.W.
 CARPENTER, ROBERT HAWKE, ELLA
 SPENCER, FRANK SPENCER, LULU HAWKE
 RECTOR, WILLIAM RECTOR, MINNIE
 HAWKE, CHRISTIAN H. VEHMEYER, W.K.
 GRIGGS, HENRY F. TALBOT, ALICE
 GUILD, JOHN GUILD, JAMES RATHBURN,
 JAMES PHILLIPS, FRANK VANOCKER,
 RICHARD BLACKSTONE, FREDERICK L.
 SIGEL, CHARLES H. GRAHAM and JAMES
 H. HUNTER, and all persons unknown
 who have or claim to have any
 interest in or lien or encumbrance
 upon the premises hereinafter
 described,

Defendants.

The above entitled matter having come on for hearing before the undersigned Court ex parte, and Reed C. Richards, Attorney at Law, Deadwood, South Dakota, appearing for the Plaintiff, and the Defendants having neither answered nor appeared in person or by counsel as is more fully set out in Plaintiff's Affidavit, and the Court having heard the testimony and considered all matters of record herein, and the Court having made its Findings of Fact and Conclusions of Law, it is hereby

ORDERED, ADJUDGED AND DECREED

1. Plaintiff is the owner in fee simple and entitled to the possession of certain real property situated in the County of Lawrence, State of South Dakota, described as follows, to wit:

PARCEL 1

Portions of Lots 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39 and 41 in Block 36, Original Town; Portions of Lots 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54 and 56 Block 35, Original Town, City of Deadwood and Portions of Probate Lots 54, 117, 193, 237 and 500 in the City of Deadwood, Lawrence County, South Dakota.

PARCEL 2

Lot R-4 located in Block 41 of the City of Deadwood, Lawrence County, South Dakota, as shown on Plat Doc. #88-538

PARCEL 3

Outlots 1, 2, 3, 4 and 5 of Mineral Claim #38 except that portion deeded for highway purposes to State of South Dakota in Book 380 Page 312, and in Book 376 page 550; Lots 49, 50, 51, 52 and 53 Block 30 Original Town, City of Deadwood, except those portions previously deeded to David Miller, Sr., in Book, 406 Page 110; a portion of Mineral Claim 152 in the City of Deadwood, being a triangular shaped piece in the rear of Block 30; a 50' strip in School Lot 1 of the

City of Deadwood; North 9 feet of Lot 33 Block 30, and part of Lots 34 and 35 in Block 30 and part of Lots 31 and 32 in Block 30, City of Deadwood, Lawrence County, South Dakota.

PARCEL 4

Lot R-1, City of Deadwood Railroad Property located in the City of Deadwood, Lawrence County, South Dakota, being located totally or partially on Block A of Hillsdale Addition, Blocks 39, 40, 70 and 75; School Lots 25, 26, 27 and Probate Lot 299, as shown on Plat Doc. #87-649; and situated on land formerly known as Probate Lot 164, Block 9, South Deadwood, Block 2, Cleveland Addition, Probate Lot 399, and partially located on Probate Lot 310; the Star and Bullock Tract and a tract of ground between Probate Lot 310, 299 and 241 lying in the rear of Block 39, Mineral Claim 45 and Mineral Claim 53.

PARCEL 6

Tract R-2, being a subdivision of portions of Mineral Survey 107 and Mineral Survey 1035, located in the City of Deadwood, as shown on plat recorded November 4, 1987 as Doc. #87-4775 in the Register of Deeds Office of Lawrence County.

PARCEL 7

Tract R-3, being a subdivision of portions of Mineral Survey 107 and Mineral Survey 1035, located in the City of Deadwood, as shown on plat recorded November 4, 1987 as Doc. #87-4775 in the Register of Deeds Office of Lawrence County.

All Parcels being located in Lawrence County, State of South Dakota.

EXCEPT all minerals in or under said land including but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights or easement rights or other matters relating thereto whether expressed or implied.

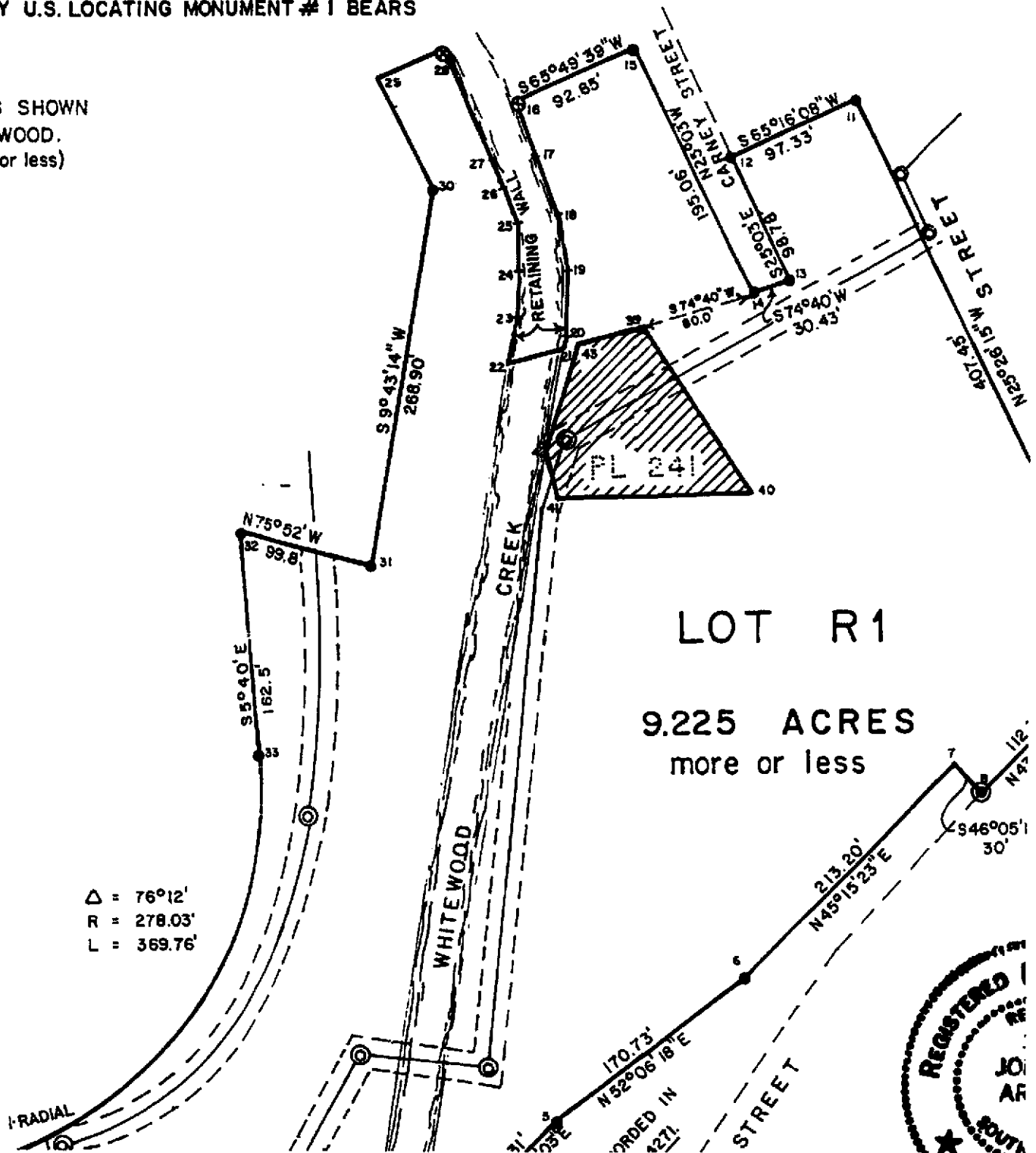
2. The claims of all of the above named defendants and all who claim title under them in and to said real property are without any right whatever, and said defendants have no estate, right, title, lien, or interest whatever in or to said real

PLAN OF OF DEADWOOD RAILROAD PROPERTY CITY OF DEADWOOD, LAWRENCE COUNTY, S.D.

OR PARTIALLY ON BLOCK A OF THE
9, 40, 70, 75; SCHOOL LOTS 25, 26, 27;
OGERS MAP OF CITY OF DEADWOOD.

BY U.S. LOCATING MONUMENT #1 BEARS

S SHOWN
WOOD.
or less)





Forcoli & Sons Painting

Bob Forcucci (Owner)
188 Oak Ridge Rd.
Spearfish, SD 57783
(605) 580-0064 Forcoli@hotmail.com

Invoice No. 06152015-DWD

Painting of Street Light Poles & Fixtures Final

Customer

Name City Of Deadwood (Ron Green)
Address 102 Sherman Street
City Deadwood State SD ZIP 57732
Phone (605) 578-2600

Date 7/15/2015
Order No. _____
Rep _____
EIN 46-0453338

Qty	Description	Unit Price	TOTAL
70	Combination Light Fixtures A-58 B-2 C-2 D-8 Per Previous Specifications	\$108.60	\$7,602.00

Payment Details



SubTotal **\$7,602.00**

Excise Tax **\$155.16**

TOTAL \$7,757.16

Office Use Only

This bid is for the premier job using the finest materials and application techniques in the industry!

Perfection is our goal...Excellence will be tolerated

7-6-15
10G

PROGRAMMATIC AGREEMENT

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

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

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

Street Performance Schedule

LOCATION – Street Performances

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

TIMES – Street Performances

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

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

TIME LIMIT – Street Performances

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

SAFETY – Street Performances

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

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

Additional Performance Areas

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

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

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

Additional stipulations

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

Scheduled usages on Main Street

Deadwood Trolley Schedule

Weekday Trolley stops within the Street Performance location

:21 and :51 minutes after the hour

Weekend Trolley stops within the Street Performance location

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

Deadwood Alive Schedule

Attached

Deadwood Stagecoach

Attached

Tour Bus operating on and from Historic Main Street

Original Deadwood Tours

Alkali Ike Tours

Boot Hill Tours

PERFORMERS agree to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of PERFORMERS in connection with this agreement or services performed or materials provided pursuant to this contract.

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

City of Deadwood:

By:

Signature: _____

Title: _____

Date _____

ATTEST:

Mary Jo Nelson
Finance Officer

Buffalo Dreamers, LLC

By:

Signature: _____

Title: _____

Date _____

[acknowledgments on following page]

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

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

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

(SEAL)

Notary Public
My Commission Expires:

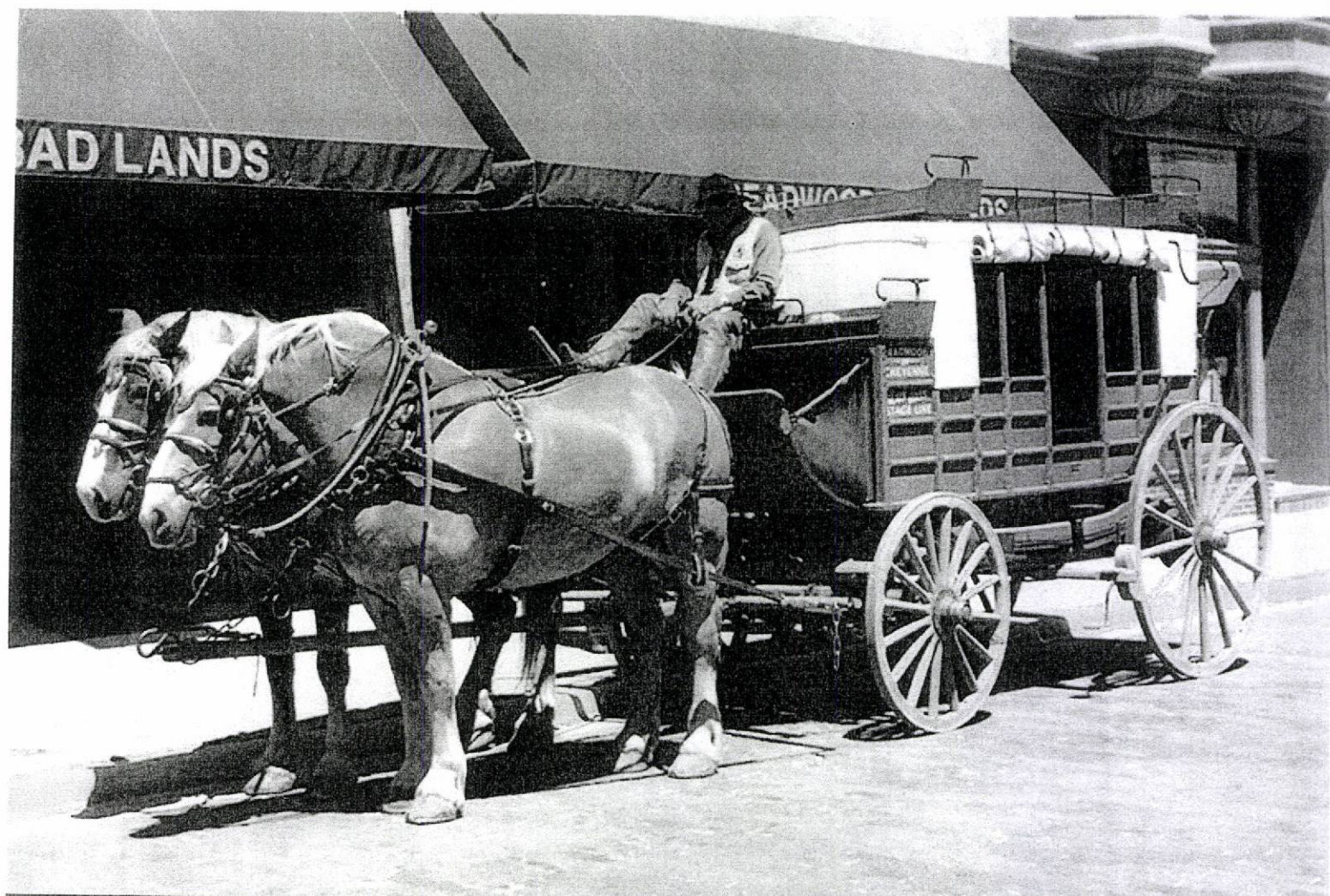
STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF _____)

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

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

(SEAL)

Notary Public
My Commission Expires:



DEADWOOD STAGECOACH TOURS

Thursday - Sunday • 11am-5pm

June 1 - Labor Day

Tours begin near 620 Main Street
in front of the Deadwood's Wild Bill's Trading Post.

The Deadwood Stagecoach does not operate during
special event road closures or the Bike Rally.

Adults - \$10 • Children - \$5

DEADWOOD ALIVE DEADWOOD'S HISTORIC MAIN STREET FREE SHOWS AND THE TRIAL OF JACK MCCALL!

**Monday – Saturday
Memorial Day weekend – Labor Day
No shows on Sundays**



**Deadwood named True West Magazine's 2015
"Best Old West Gunfighter Town"**

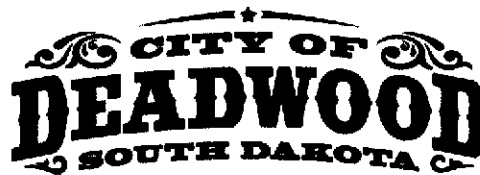
- 1:45 "Calamity Jane's 'True' Tales"** – under the portico at Tin Lizzie
- 2:00 Shootout! "David Lunt Affair"** – in front of Tin Lizzie
- 2:30 An Old West Card Game for Kids and "The Dover Brothers Old-thyme Musical Show"** – both shows in front of Mustang Sally's (center of Main Street)
- 3:30 "Dr. Stan Dupp's Medicine Show"** – It's hilarious! – in front of Mustang Sally's
- 4:00 Shootout! "The Turkey Creek Altercation"** – exciting, true history in front of the Celebrity Hotel/Oyster Bay. The #1 gunfight in the West
- 4:30 "The Colorado Charlie Utter Show"** – a great blend of old Deadwood history & acoustic period music by the Dover Brothers. Indoors – inside the Bullock Hotel
- 5:45 "Calamity Jane's 'True' Tales"** – on the steps of the Franklin Hotel
- 6:00 Shootout! "The Boone May/Prescott Web Altercation"** – amazing, true Deadwood history colorfully comes alive in front of the Silverado-Franklin Hotel
- 7:35 The historic "Capture of Jack McCall"** – in front of the Saloon No. 10
- 7:45 The Dover Brothers Pre-Trial Old-thyme Musical Show** – don't miss this hilarious, old-thyme musical prelude to the "Trial of Jack McCall" – inside the Masonic Temple
- 8:00 Legendary "Trial of Jack McCall"** – inside the Masonic Temple. The internationally renowned, longest running, Old West stage show in the world!

ADMISSION FOR THE TRIAL OF JACK MCCALL

Adults \$6.00, Seniors \$5.00 and Children ages 5-15 \$3.00

Street Shows are Free!

OFFICE OF THE
MAYOR
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



7-6-15
10H
CHUCK TURBIVILLE
MAYOR
Telephone: (605) 578-2082
Fax: (605) 578-2084
chuck@cityofdeadwood.com

MEMORANDUM

Date: July 1, 2015
To: Deadwood City Commission
From: Chuck Turbiville, Mayor
Re: Fassbender Photographic Collection board appointment & term

The Deadwood City Commission through the Historic Preservation Commission jointly acquired the historic Fassbender Photographic Collection with the cities of Lead and Spearfish. Each community appointed three members to a working board of directors to be stewards of the collection.

According to the by-laws of the Fassbender Photographic Collection Board each three year staggered term begins on June 1st of each year. Mr. Francis Toscana filled an unexpired term of Ms. Mel Dennis which expired May 31, 2015. As Mayor I am proposing to reappoint Mr. Toscana to serve another three year term.

This assignment will provide the following terms to the representatives from the City of Deadwood to the Board.

Term for Ms. Mary Ann OberlanderExpires May 31, 2016
Term for Ms. Laura FloydExpires May 31, 2017
Term for Mr. Francis ToscanaExpires May 31, 2018

As Mayor of the City of Deadwood, I am hereby requesting concurrence with the assignment of a three year term for Francis Toscana for board representation from the City of Deadwood to the Fassbender Photographic Collection Board of Directors.

CITY OF
DEADWOOD
PUBLIC WORKS DEPARTMENT

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

7-6-15
10 J

July 06, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Cleaning Exterior Access Public Restrooms

SUMMARY

Cleaning our exterior access, public restrooms is an issue for the City. These restrooms, including those at: Mt. Moriah, the History and Information Center, the baseball field complex, Gordon Park, the lower Main St. Information Center and the trailhead near the Sherman St. parking lot can and do become very messy at any given moment, particularly if a tour bus happens to stop near them. We have often had complaints about their condition within an hour after they have been cleaned. This reflects poorly on the City.

I have contacted some cleaning services and have received proposals, from them, to provide cleaning services for these restrooms. I have requested their proposals to include cleaning both the Mt. Moriah and the History and Information Center restrooms 3 times per day, 7 days a week and the others once a day, 7 days a week. This would be a maximum that we would require and occur only during the heavy tourist season (May thru Sept.). The remainder of the year we would only need the History and Information Center and the trailhead restrooms cleaned since we shut down the other bathrooms for the season. At that time, we could have the Parks Dept. take care of those bathrooms or our part-time cleaning group clean them.

The best proposal I received included performing the service at a rate of \$15.00 per hour with estimates of 7 to 8 hours per day required. This estimate equates to approximately \$3,000.00 per month.

RECOMMENDATION

It is my recommendation that the Commission give the Mayor permission to sign a contract with S&C Cleaners to provide the cleaning services described above, for an amount not exceed \$3,000.00 per month, through September of this year. We would then make an evaluation to determine if this is an appropriate way to improve our outside access facilities in the future.

7-6-15

Chuck Turbiville

From: Engle, Karla <Karla.Engle@state.sd.us>
Sent: Friday, June 12, 2015 11:03 AM
To: Chuck Turbiville
Cc: Engle, Karla; Wiege, Steve; Carlson, Mike
Subject: Agreement regarding parking
Attachments: Deadwood parking area License 6-10-15 FINAL.pdf

10 K

Good morning, Mr. Mayor. I am following up concerning our conversation on Wednesday about the agreement between DOT and the City concerning parking. I have finalized the last draft that was provided to you. I have also received the ok from my folks to send the agreement to you for printing and signature on your end. Please print and sign two originals and forward them to Mike Carlson at the DOT Rapid City Region Office – Mike will make sure the agreement is signed off by DOT folks and you'll get an original for your files. If you have any questions, please let me know. Thank you. kle

Karla L. Engle
Special Assistant Attorney General
South Dakota Department of Transportation
700 E. Broadway Ave.
Pierre, SD 57501-2586
(605)-773-3262

**State of South Dakota
Department of Transportation
License Agreement**

This License Agreement (License) is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this License as the "STATE," and the city of Deadwood, South Dakota, referred to in this License as the "CITY."

BACKGROUND:

- A. The STATE is the fee owner of certain real property located in the city of Deadwood, South Dakota. The subject real property is commonly known and identified as the Deadwood maintenance facility located inside the fenced area of the STATE'S maintenance facility in Deadwood, Lawrence County, South Dakota.
- B. The STATE has agreed to grant the CITY certain non-exclusive rights in and to the real property described in Section A above, subject to the terms, conditions, and limitations of this License.

In consideration of the mutual benefits and obligations contained in this License, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. TERM

- (a) The term of this License will begin on January 1, 2015, and will end upon termination of this License pursuant to the terms of this License. The CITY'S access to the property and use of the STATE facility under this License will be allowed only during the CITY'S yearly scheduled event times for the following events: the Days of '76, Cool Deadwood Nights, and the Deadwood Snow Cross.
- (b) Either Party may terminate this License on seven (7) days' written notice to the other. If the CITY breaches any of the terms or conditions of this License, the STATE may terminate the License at any time with or without notice.

2. USE OF PREMISES

- (a) The STATE grants the CITY a non-exclusive license to use the area designated by the STATE on the maps attached to and incorporated in this Agreement as Exhibit A and located on the STATE'S Deadwood maintenance facility as a parking area during the CITY'S scheduled event times for those events listed in Paragraph 1(a) above, and for no other purpose. The CITY will manage and maintain the subject property in such a manner so as to in no way depreciate the value of the land which is the subject of this License.
- (b) The CITY will supply and install a snow fence or other barrier for 250' along the north edge of the property to delineate the edge of the STATE'S yard from the steep drop off to the creek. CITY may, at its option, install a permanent fence or barrier that has been approved in advance by the STATE. Any permanent fence or barrier will include two 10' wide gates, to be placed at locations specified by the Deadwood Maintenance supervisor. The CITY will be responsible to maintain the fence and repair any damages caused by any of the three events.
- (c) The CITY will provide CITY employees or representatives to monitor the STATE'S yard and gate from the beginning date of each event to the ending date of each event or at such time when event parking is no longer required within the STATE'S facility.
- (d) The CITY will clean the STATE'S facility to its original condition or better at the end of each event.
- (e) The STATE will place concrete barriers to block off portions of the yard not accessible for parking and delineate areas accessible for parking. At no time will parking be allowed outside the defined areas set forth by the STATE.
- (f) Nothing contained in this License will imply or import a covenant on the part of the STATE for quiet enjoyment.
- (g) The CITY agrees the CITY does not and will not claim, at any time, any interest or estate of any kind or extent whatsoever in the above described property of the STATE, by virtue of the rights granted under this License or the CITY'S occupancy or use of the above described property of the STATE under this License.

(h)

3. IMPROVEMENT OR ALTERATION

The CITY will erect no structure on the subject property without the STATE'S prior consent and approval. The CITY will not place or permit to be placed any advertising matter upon any part of the subject property or upon any improvement thereon, except as approved by the STATE, in writing, in advance of said placement.

4. COMPLIANCE

The CITY will comply with all federal, state, and local laws, rules, statutes, regulations, ordinances, guidelines, permits, and requirements applicable to this License, and will be solely responsible for obtaining current information on such requirements.

5. INDEMNIFICATION

(a) The CITY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, claims, demands, expenses, judgments, fees, and costs of whatever kind or character, arising from, by reason of, or in connection with the use of the subject property. The parties intend that the STATE, its officers, agents, and employees will not be liable or in any way responsible for injury, damage, liability, loss, or expense to persons or property, resulting to the CITY, or to those the CITY brings onto the property, whether caused by accidents, mishaps, misconduct, or negligence.

(b) The CITY assumes full responsibility for any and all damage or injury which may result to any person or property by reason of or in connection with the CITY'S use of the subject property, and will pay the STATE for any and all damage or injury resulting from the CITY'S activities.

6. RIGHT OF STATE TO USE

The STATE reserves the right, to be exercised by the STATE and any other party who may obtain written permission or authority from the STATE to use the premises in any manner as the STATE in the STATE'S sole discretion deems appropriate, provided the STATE uses all commercially reasonable efforts to avoid interference with the use of the premises by the CITY for the purpose specified in Paragraph 2(a).

7. SURRENDER OF PREMISES

Upon termination of this License, the CITY will surrender the subject property in as good a state and condition as it was at the commencement of this License.

8. ASSIGNMENT OF LICENSE

The CITY will not transfer or assign this License or any interest in this License, without the STATE'S prior written consent.

9. SEVERABILITY

If any court of competent jurisdiction holds any provision of this License unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this License.

10. CONTROLLING LAW

This License will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this License will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

11. SUPERCESSION

All other prior discussions, communications, and representations concerning the subject matter of this License are superseded by the terms of this License, and, except as specifically provided in this License, this License constitutes the entire agreement with respect to the subject matter.

12. REPORTING

The CITY will report to the STATE any event encountered in the course of performance of this License which results in injury to any person or property, or which may otherwise subject the CITY, or the STATE, or the STATE'S officers, agents, or employees to liability. The CITY will report any such event to the STATE immediately upon discovery.

The CITY'S obligation under this section will only be to report the occurrence of any event to the STATE and to make any other report provided for by the CITY'S duties or applicable law. The CITY'S obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the STATE under this section will not excuse or satisfy any obligation of the CITY to report any event to law enforcement or other entities under the requirements of any applicable law.

13. AMENDMENT

This License may not be amended, except in writing, which writing will be expressly identified as a part of this License, and will be signed by an authorized representative of each of the parties.

14. INSURANCE

The CITY will furnish the STATE the following certificate of insurance and assure that the insurance is in effect for the life of the License:

(a) Commercial General Liability Insurance:

The CITY will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this License or be no less than \$2,000,000.

15. RIGHT OF INGRESS AND EGRESS

The STATE, by and through employees, officers, or agents employed by the STATE, will have the right of ingress and egress over the subject property. The CITY will be solely responsible for providing a means of ingress and egress for the CITY'S own use of the subject property.

16. The CITY has designated its Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign this License on behalf of the CITY. A copy of the CITY'S Commission minutes or resolution authorizing the execution of this License by the Mayor as the CITY'S authorized representative is attached hereto as Exhibit B.

The signing of this License signifies that the governmental agencies have taken all necessary official action to enter into this License.

City of Deadwood, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Mayor

Its: Secretary

Date: _____

Date: _____

Attest:

Approved as to Form:

City Auditor/Clerk

Special Assistant Attorney General

(CITY SEAL)

Signal Poles



Signal Poles



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



7-6-15
11A
KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: July 1, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 2016 HPC Budget

The Deadwood Historic Preservation Commission has held two public meetings to develop, review and present the attached 2016 Historic Preservation budget. This is the public funding which supports historic preservation within the City of Deadwood. The Commission has made arduous determinations on which programs should receive funding and to what extent. These determinations are critical in identifying projects and activities to ensure the Deadwood National Historic Landmark is being preserved, protected and promoted as South Dakota's premier preservation initiative and tourist destination.

I have personally been involved with the past decade of budget sessions and I am pleased the Deadwood Historic Preservation Commission continues to take its role as stewards of Deadwood's National Historic Landmark status seriously. The Commission continues to make a concentrated effort to strengthen the activities of this office and the community as a whole. Historic preservation is not static nor is it ever finished. Rather it is a slow, calculated process which seeks to enhance, protect, and maintain our historic resources.

Attached is the 2016 Budget for Deadwood's Historic Preservation efforts. This will be sent to the South Dakota State Historical Society Board of Trustees in a timely fashion in the preparation for their review and approval at the September 2015 meeting. This office will finalize the complete overview and presentation of the budget.

Thank you in advance for your continued support to preserve, protect and promote the historic resources we have all inherited. As always, I'm available to answer any questions you may have regarding our efforts.

2016 HPC Budget

	Actual Year End	Approved Budget	Requested Budget
	2014	2015	2016
INCOME			
Projected Income	\$ 7,165,800.21	\$ 7,000,000.00	\$ 7,000,000.00
Transfer from Reserves - Bond Pmt	\$ -	\$ 634,732.00	\$ -
Transfer from Reserves	\$ 1,023,103.34	\$ 2,404,710.00	\$ 4,658,620.00
TOTAL	\$ 8,188,903.55	\$ 10,039,442.00	\$ 11,658,620.00
EXPENSES			
Fixed Expenses			
Bond Payment	\$ 2,569,937.50	\$ 3,496,732.00	\$ 2,887,800.00
HP Office			
HP Operations	\$ 296,178.77	\$ 330,090.00	\$ 330,000.00
Archaeology	\$ 165,729.19	\$ 60,000.00	\$ 60,000.00
Archives	\$ 42,747.92	\$ 52,950.00	\$ 50,400.00
Dues & Subscriptions	\$ 1,309.00	\$ 2,250.00	\$ 2,250.00
Collections / Acquisition	\$ 20,666.20	\$ 32,500.00	\$ 15,000.00
GIS	\$ 15,572.95	\$ 15,000.00	\$ 27,000.00
Scholarship	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Advocacy/Public Education	\$ 111,637.44	\$ 158,000.00	\$ 203,000.00
SubTotal	\$ 655,841.47	\$ 652,790.00	\$ 689,650.00
Grants & Loans			
Cemetery Headstones	\$ 4,250.00	\$ 3,500.00	\$ 4,000.00
Not-for-Profit Deadwood Grants	\$ 50,499.83	\$ 50,000.00	\$ 50,000.00
Outside of Deadwood Grants	\$ 230,853.81	\$ 250,000.00	\$ 250,000.00
Retaining Wall Program	\$ 527,180.86	\$ 250,000.00	\$ 450,000.00
Paint Program	\$ 12,640.57	\$ 10,000.00	\$ 12,500.00
SubTotal	\$ 825,425.07	\$ 563,500.00	\$ 766,500.00
Capital Assets			
Building/Maintenance	\$ -	\$ 114,750.00	\$ 175,000.00
Capital Improvement Planning			
Adams House Steps	\$ -	\$ 24,000.00	\$ -
Highway 85/385	\$ -	\$ 200,000.00	\$ 300,000.00
Powerhouse Park	\$ -	\$ 100,000.00	\$ 75,000.00
City Retaining Walls	\$ -	\$ 70,000.00	\$ 300,000.00
St. Ambrose Cemetery	\$ 389,510.73	\$ 400,000.00	\$ 400,000.00
Library Windows	\$ -	\$ 150,000.00	\$ -
Gateway Improvements	\$ -	\$ -	\$ 75,000.00
Lower Main Visitor Information Center	\$ -	\$ -	\$ 3,000,000.00
Wayfinding	\$ -	\$ 250,000.00	\$ 100,000.00
Rodeo Grounds	\$ -	\$ 1,244,000.00	\$ 35,000.00
SubTotal	\$ 1,342,304.83	\$ 2,438,000.00	\$ 4,285,000.00
Visitor Management			
Trolley Reserve	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Trolley Operations Shortfall	\$ 92,000.00	\$ 92,000.00	\$ 92,000.00
Marketing (Chamber)	\$ 496,188.27	\$ 495,000.00	\$ 480,000.00
History & Info Center	\$ 70,000.00	\$ 70,000.00	\$ 73,000.00
SubTotal	\$ 683,188.27	\$ 682,000.00	\$ 670,000.00
Interpretation			
Days of 76 Museum	\$ 80,000.00	\$ 80,000.00	\$ 97,000.00
Days of 76 Rodeo	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00
Adams Museum	\$ 105,000.00	\$ 105,000.00	\$ 115,000.00
Adams House	\$ 123,000.00	\$ 123,000.00	\$ 123,000.00
Living History (Deadwood Alive)	\$ 70,000.00	\$ 90,000.00	\$ 103,000.00
Fassbender	\$ 14,500.00	\$ 15,000.00	\$ 20,000.00
SubTotal	\$ 442,500.00	\$ 463,000.00	\$ 518,000.00
Professional Services			
Current Expenses	\$ 88,422.28	\$ 40,000.00	\$ 75,000.00
Legal Services	\$ 43,609.70	\$ 45,000.00	\$ 45,000.00
Neighborhood Block Clubs	\$ 3,004.43	\$ 7,000.00	\$ 8,000.00
State Office	\$ 51,500.00	\$ 53,500.00	\$ 55,500.00
SubTotal	\$ 186,536.41	\$ 145,500.00	\$ 183,500.00
Impact Dollars for City Services			
SubTotal	\$ 1,483,170.00	\$ 1,483,170.00	\$ 1,483,170.00
TOTAL	\$ 8,188,903.55	\$ 10,039,442.00	\$ 11,658,620.00
Difference	\$ -	\$ -	\$ -