

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
5:00 p.m. June 1, 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 May 18, 2015**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Joycie's Street Meats requests refund of temporary vending license in the amount of \$750.00.
- B. Kenny Hall requests refund of \$500.00 per day use fee for rodeo grounds. Fee was paid for ATV Event on May 16-17.
- C. Rick Ripley requests street closure on portion of Main Street to set rooftop unit on Bodega
- D. Tommy Merritt requests change in ordinance to expand the \$1500.00 convention center vending permit to rodeo grounds complex
- E. Shantel Herman representing Deadwood History Inc. requests a special trolley and waiver of group fee to pick up Boys and Girls Club participants from either Adams Museum or Days of 76 Museum and transport to Lead on June 17, July 1, July 8 and July 29.
- F. Request from Lead-Deadwood American Legion to use public space in Interpretive parking lot in conjunction with Kool Deadwood Nites, from Wednesday, August 19 through Sunday, August 23. Permission was received for Thursday, August 20 at previous meeting.
- G. Citizens from Shirt Tail Gulch regarding outdoor firing range in city limits

6. **CONSENT AGENDA**

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

- A. Acknowledge interest payment of \$334,293.75 to bondholders on May 1, 2015 by First National Bank, bond trustee. This payment is for Series 2005, 2006 and 2012 Certificates of Participation
- B. Accept resignation from Trolley Driver Clyde Stratman effective May 23, 2015
- C. Permission to hire Baylee Dittman as lifeguard at \$9.25 hr. effective June 3, 2015

- D. Permission to increase wage of Trolley Driver Rodney Fischer from \$11.60 hr. to \$12.38 hr. effective May 25, 2015 after completing three years of service, and increase wage of Parking Ramp Attendant Karol Flueckinger from \$ 8.97 hr. to \$9.50 hr. effective May 27, 2015 after completing one year of service
- E. Per recommendation of Deadwood Volunteer Fire Department, request permission for Mayor to sign Memorandum of Understanding for Mutual Aid concerning Lawrence County Fire Protection and Emergency Service
- F. Per recommendation of Deadwood Volunteer Fire Department, request permission for Mayor to sign Wildland Fire Suppression Agreement with State of South Dakota

7. BID ITEMS

- A. Permission to seek bids for generator at Street Shop and Rec Center. Set two bid openings on June 15, 2015 for generators
- B. Permission to seek bids to address drainage issues at Mt. Moriah. Set bid opening on June 15, 2015 to be paid from Mt. Moriah Fund

8. PUBLIC HEARINGS

- A. Hold public hearing for Retail (on-off sale) Malt Beverage for Pam's Purple Door at 637 Main Street.
- B. Hold public hearing for Retail (on-sale) Liquor (RL-5536) License Transfer from First Interstate Bank to Nugget Saloon, LLC at 604 Main Street
- C. Set public hearing at 5:00 p.m. on June 15 for Retail (on-off sale) Malt Beverage and Retail (on-off sale) Wine License for Wild Bill Bar at 624 Main Street.
- D. Set public hearing at 5:00 p.m. on June 15 for Retail (on-off sale) Malt Beverage License for Belle Joli Winery at 594 Main Street.
- E. Set public hearing at 5:00 p.m. on June 15 for Deadwood Jam activities: Street Closure September 17 through September 20, open container and Special Malt Beverage License in Interpretive Lot only on September 18 and 19, waiver of banner and vending fees September 18 and 19, use of Interpretive Lot September 17 through September 20
- F. Set public hearing at 5:00 p.m. on June 15 for Mustang Rally Event: Use of Interpretive Lot on September 3 from 10:00 a.m. to 4:00 p.m.
- G. Set public hearing at 5:00 p.m. on June 15 for Tractor Parking: Street closure September 9 from 2:30 p.m. to 4:30 p.m.
- H. Set public hearing at 5:00 p.m. on June 15 for special temporary alcohol license for Model Railroad Society in conjunction with Party in the Black Hills at rodeo ground complex from July 28 to August 10, 2015.

9. OLD BUSINESS

10. NEW BUSINESS

- A. Approve payment to South Dakota Arts Council in the amount of \$10,000.00 from Bed and Booze Funds for Book Festival in Deadwood (budgeted)

- B. Accept quote from Gardner Construction Inc. for construction of city retaining wall at 376 Main for cost of \$10,910.00 to be paid from Historic Preservation Capital Assets and allow Mayor to sign contract
- C. Accept quote from Commercial Kitchen Products in the amount of \$24,613.96 for commercial grade kitchen equipment for concession area at Days of 76 Rodeo Grounds, to be paid from Parks Department budget
- D. Permission to hire ACES to provide engineering services at cost of \$3,800 to provide consulting services for design work of collection system on the Mickelson Trail between Highway 85 turn-off to Deadwood Gulch Convention Center

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

No action can be taken

- A. Reminder to residents-practice weed control and mow yards

12. **EXECUTIVE SESSION**

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

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

13. **ADJOURNMENT**

REGULAR MEETING, May 18, 2015

The Regular Session of the Deadwood City Commission convened on May 18, 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 Terri Williams and Commissioners David Ruth Jr., Mark Speirs, and Gary Todd. Commissioner Jim Van Den Eykel was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Ruth moved, Todd seconded to approve the minutes of May 4, 2015. Roll Call: Aye-All.
Motion carried.

APPROVAL OF DISBURSEMENTS

Todd moved, Ruth seconded to approve the May 18, 2015 disbursements. Roll Call: Aye-All.
Motion carried.

A & B WELDING	RENTAL	9.92
ABC BUSINESS	SUPPLIES	1,360.22
ADAMS	SUPPLIES	279.87
ADAMS MUSEUM	OPERATING	52,500.00
ALBERTSON ENGINEERING	PROJECT	4,281.68
ALLIED 100	SUPPLIES	177.00
ALSCO	MAT	90.97
AMANO MCGANN	TICKETS	2,714.48
AMAZON	SERVICE	222.06
AMPAC	BAGS	354.92
ATCO	SERVICE	390.00
AVENET	SERVICE	450.00
AVI SYSTEMS	REPAIR	64.50
BARNEY SIGNS	PROJECT	3,520.46
BERBERICH DESIGNS	PANELS	8,598.60
BH CHEMICAL	DEGREASER	278.60
BH PIONEER	ADS	1,877.22
BH POWER	ELECTRICITY	24,365.05
BH URGENT CARE	TESTING	101.69
CAI	PROJECT	36,000.00
CAMPBELL SUPPLY	SUPPLIES	281.20
CENTURY BUSINESS	LEASE	624.16
CENTURY LINK	SERVICE	254.01
COCA COLA	SUPPLIES	137.70
CORBITT, SHELLEY	REIMBURSEMENT	503.83
CREATIVE PRODUCT	DARE	974.79
CRESCENT ELECTRIC	SERVICE	2,378.75
CULLIGAN	SUPPLIES	141.00
DAKOTA SUPPLY	LIGHTS	1,111.50
DEADWOOD CHAMBER	MARKETING	21,389.40
DEADWOOD HISTORY	AD	1,688.16
ECOLAB	SERVICE	482.84
EMERY-PRATT	BOOKS	146.18
FARMER BROTHERS	SUPPLIES	52.65
FASTENAL	SUPPLIES	147.15
FIRST PHOTO	PRINTS	21.60
FIRST WESTERN INSURANCE	BOND	1,542.00
G3 FIRE	SUPPLIES	337.16
GALLS	BOOTS	225.84
GENERAL TRAFFIC	SUPPLIES	813.76
GOLDEN WEST	SERVICE	7,747.15
GRIMM'S PUMP	PUMP	764.75
HAMANN, ALEX	REIMBURSEMENT	109.56
HARRISCOS	CHAINS	10,209.85
HOLIDAY INN	LODGING	110.00
J. SCULL	PROJECT	107,050.50
JUNIOR LIBRARY GUILD	SUBSCRIPTION	366.00
KDSJ	AD	150.00
KELLY PRINTING	CARTRIDGES	125.90
KOALA ELECTRIC	REPAIR	490.54
LAKER CHEMICAL	SUPPLIES	1,243.50
LARIVE, ANDREW	REIMBURSEMENT	53.60
LAWRENCE TITLE	FEES	127.20
LAWSON PRODUCTS	SUPPLIES	527.30
LEAD-DEADWOOD SANITARY	USAGE	24,367.85
LEAD-DEADWOOD SCHOOL	REIMBURSEMENT	8.73
LINDSTAD'S ALIGNMENT	SERVICE	30.00
M&M SANITATION	RENTAL	575.42
MAC CONSTRUCTION	PROJECT	21,372.00
MIDCONTINENT	SERVICE	65.00
MIDWEST TAPE	DVD	172.92
MITZI'S BOOKS	BOOKS	22.35
MOHR, TRENT	REIMBURSEMENT	263.09
MDU	SERVICE	271.65
MS MAIL	SERVICE	1,078.04
NETWORK SERVICES	SUPPLIES	299.09
NEVE'S UNIFORMS	UNIFORMS	49.22
NORTHERN HILLS TECHNOLOGY	SERVICE	207.75
NORTHWEST PIPE FITTINGS	SUPPLIES	126.87
OFTEDAL	PROJECT	134,229.38
OSBORN, JANET	REIMBURSEMENT	146.76
PANNIER	SUPPLIES	2,418.00
PARTSMASTER	SUPPLIES	61.39
PASSPORT PARKING	METERS	37.00
PETTY CASH	LIBRARY	49.00

REGULAR MEETING, May 18, 2015

PETTY CASH	MT. MORIAH	250.00
PL CARPENTRY	PROJECT	202.04
PUMPHOUSE	WORKSHOP	354.15
RAPID DELIVERY	SERVICE	22.80
REGIONAL HEALTH	TESTING	75.00
RENNER, DONOVAN	REIMBURSEMENT	242.27
ROCKINGTREE	TREES	374.90
SANITATION PRODUCTS	SUPPLIES	613.81
SD DEPT. OF REVENUE	LICENSES	6,212.50
SD GOV. FINANCE OFFICERS	REGISTRATION	75.00
SD LIBRARY NETWORK	SERVICE	1,119.75
SD ONE CALL	SERVICE	48.16
SD STATE ARCHIVES	MICROFILM	144.00
SD STATE HISTORICAL	MEMBERSHIP	395.00
SERVALL	SUPPLIES	314.00
SEW IT GOES	SERVICE	525.52
SIOUXLAND HERITAGE	SERVICE	5,995.00
SOUTHSIDE OIL	OIL	2,398.00
SOUTHSIDE SERVICE	REPAIR	274.08
SPEARFISH HUSKY	SUPPLIES	28.00
SPECIALTY VEHICLES	SERVICE	244.18
SPEIRS, MARK	REIMBURSEMENT	75.00
SPORTS ILLUSTRATED	SUBSCRIPTION	89.04
STURDEVANT'S	SUPPLIES	957.95
T & R SERVICE	TRANSFORMER	136.00
TALLGRASS	PROJECT	5,782.50
THE VEST MAN	VEST	200.00
TOMS, DON	PROJECT	630.00
TRIDLE, JOHN	REIMBURSEMENT	232.11
TRINITY HIGHWAY	SUPPLIES	3,537.50
TRIPLE K	REPAIRS	2,624.82
TURBIVILLE, CHARLES	REIMBURSEMENT	216.82
TWILIGHT	SUPPLIES	342.56
TWIN CITY HARDWARE	SUPPLIES	2,519.65
UPSTART	SUPPLIES	76.40
VAST BROADBAND	SERVICE	1,407.20
WASTE CONNECTIONS	SERVICE	7,895.61
WESTERN STATES FIRE	INSPECTION	270.00
WOLFF'S PLUMBING	REPAIR	780.29

TOTAL \$ 533,499.89

ITEMS FROM CITIZENS ON AGENDA

Permission

Speirs moved, Ruth seconded to allow Neighborworks to use portion of Lower Main parking lot at bottom of Burnham Hill for annual yard sale on June 20, 2015, beginning at 7:00 a.m. Roll Call: Aye-All. Motion carried.

CONSENT

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

- A. Permission to hire election workers for the June 2, 2015 Special City Election: Shirley Bergen as superintendent at \$168.00, Arlene Gustafson and Verna Sandidge as clerks at \$143.00 each.
- B. Permission to hire Doug Magnuson as trolley driver at \$12.38 per hour effective May 18, 2015 and Tom Riley as trolley driver at \$9.50 per hour effective May 19, 2015 pending pre-employment drug screening.
- C. Permission for Mayor to sign contract with Black Hills Special Services to provide trolley-cleaning services.
- D. Accept resignation from Lifeguard Brooke Bialas effective May 5, 2015.
- E. Permission to purchase new computers for the Library at cost not to exceed \$5,000.00, budgeted item.
- F. Permission to hire up to ten part-time temporary police officers during the bike rally at \$15.76 per hour.
- G. Approve \$28,060.90 for Broken Boot Gold Mine through the Deadwood Historic Preservation Commission Non-Profit Grant Program from 2015 Historic Preservation Commission budgeted line item.
- H. Approve \$10,000.00 financial sponsorship for the South Dakota Humanities Council's 2015 Festival of Books in Deadwood, budgeted from Historic Preservation Commission Public Education line item.

REGULAR MEETING, May 18, 2015

- I. Approve proposed wage scale for lifeguards and swim instructors.]

LIFEGUARD WAGE SCALE						
Department	Starting Wage	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service	After 4 Years of Service	Top Wage for Position
Lifeguards	\$ 9.25	\$ 9.50	\$ 9.75	\$ 10.00	\$ 10.25	\$ 10.25
Swim Instructor						\$ 10.25

- J. Permission to increase wages for the following lifeguards effective May 10, 2015 if new wage scale is approved: Benjamin Anderson \$8.50 per hour to \$9.25 per hour, Emilia Anderson \$8.50 per hour to \$9.25 per hour, Nicole Diedrich \$9.50 per hour to \$10.00 per hour, Courtney Gould \$8.75 per hour to \$9.50 per hour, Kayla Huber \$8.50 per hour to \$9.25 per hour, Mike Olsen \$10.16 per hour to \$10.25 per hour, Jim Phillips \$9.63 per hour to \$10.25 per hour, Toni Schavone \$10.16 per hour to \$10.25 per hour. Additionally, permission to hire Emily Reif as Rec Center receptionist at \$8.97 per hour effective May 20, 2015 and Madisen Dean as lifeguard at \$9.25 per hour effective May 20, 2015.

- K. Remove Darrell Iwan as Streets Dept. Seasonal and Pat Asmussen as Parks seasonal.

- L. Permission to hire Trent Olson as Streets Dept. seasonal at \$8.50 per hour effective May 2015.

BID ITEMS

Auction

Todd moved, Speirs seconded to set auction for lease on forty (40) city slot machines on Tuesday, June 16, 2015 at 10:00 a.m. Roll Call: Aye-All. Motion carried.

Advertise

Speirs moved, Ruth seconded to advertise for Phases I and II of the Deadwood Wayfinding Project and set bid opening for June 9, 2015 at 2:00 p.m. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Apex 1996

Public hearing was opened at 5:05 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Ruth moved, Speirs seconded to approve the Retail (on-off sale) Malt Beverage License for Apex 1996, LLC at 614 Main Street. Roll Call: Aye-All. Motion carried.

Transfer

Public hearing was opened at 5:06 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Ruth moved, Speirs seconded to approve the transfer for Retail (on-off sale) Wine License (RW-20691) from Angel's Attic to Savour Your Soul at 732 Main Street. Roll Call: Aye-All. Motion carried.

Kool Deadwood Nites

Public hearing was opened at 5:07 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber of Commerce, requested the following:

Thursday August 20, 2015

Speirs moved, Todd seconded to allow the relaxation of the open container ordinance on Main Street from the Four Aces to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to Sherman Street from 4:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Friday, August 21, 2015

Speirs moved, Todd seconded to allow the relaxation of the open container ordinance for same area as approved on August 20, 2015 from 12:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, May 18, 2015

Saturday August 22, 2015

Silvernail moved, Ruth seconded to allow the relaxation of the open container ordinance for same area as approved on August 20, 2015 from 12:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Todd moved, Ruth seconded to approve street closure on Main Street from Wall to Deadwood Street on Wednesday August 19, 2015 from 2:00 p.m. to 2:00 a.m. on Sunday August 23, 2015; Siever Street on Thursday August 20, 2015 from 5:00 p.m. to 10:00 p.m.; Main Street from Deadwood Street to Pine Street on Thursday August 20, 2015 from 4:00 p.m. to 10:00 p.m.; Main Street from Deadwood to Pine on Friday August 21, and Saturday August 22, 2015 from 4:00 p.m. to 10:00 p.m.; Main Street from Pine to Four Aces on Sunday August 23, 2015 from 8:00 a.m. to 3:00 p.m.; waiver of vendor fees for Deadwood Chamber merchandise on Main Street, Interpretive Lot, and Rodeo Grounds Thursday August 20 through Sunday August 23, 2015; waiver of vending fee for non-profit (Optimist Club and American Legion) at Interpretive Lot on Thursday August 20, 2015 from 4:00 p.m. to 10:00 p.m. and American Legion at the Rodeo Grounds on Saturday August 22 and Sunday August 23, 2015; use of Interpretive Lot Thursday August 20 at 2:00 a.m. to 2:00 p.m. Sunday, August 23, 2015; use of Rodeo Grounds on Saturday August 22 from 6:00 a.m. to 3:00 p.m. and Sunday August 23 at 7:00 a.m. for parade lineup and waiver of banner fees Thursday August 20 through Sunday August 23, 2015. Roll Call: Aye-All. Motion carried.

Speirs moved, Todd seconded to approve use of Lower Main Street parking lot for classic cars Friday, August 21 at 8:00 a.m. to 10:00 p.m. on Saturday, August 22, 2015; and allow classic car parking on Main Street behind stage to Mineral Palace excluding six spots for emergency vehicles Thursday, August 20 through Saturday August 22, 2015 from 4:00 p.m. to 10:00 p.m. each day. Roll Call: Aye-All. Motion carried.

Set

Speirs moved, Ruth seconded to set public hearing at 5:00 p.m. on June 1 for 2015-2016 Retail (on-off sale) Malt Beverage License for Pam's Purple Door at 637 Main Street. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to set public hearing at 5:00 p.m. on June 1 for Retail (on-sale) Liquor (RL-5536) License transfer from First Interstate Bank to Nugget Saloon, LLC at 604 Main Street. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Permission

Speirs moved, Todd seconded to allow the Mayor to sign Agreement for Land and Water Conservation Fund Assistance for 50% of eligible costs up to \$40,000.00 for Deadwood Gordon Park playground upgrade. Roll Call: Aye-All. Motion carried.

Renew

Ruth moved, Speirs seconded to renew 2015-2016 Malt Beverage Licenses, pending payment of property tax and Business Improvement District taxes. Roll Call: Aye-All. Motion carried.

PACKAGE (OFF-SALE) MALT BEVERAGE

Big D Oil Co., Bid D., 402 Main Street, PB-1621

RETAIL (ON-OFF SALE) MALT BEVERAGE

Vaughn Mary Boyd, Deadwood Tobacco Co. & Cigar Bar, 628 Main Street, RB-2108
Gold Dust Lodging Group, LLC, Holiday inn Express Hotel & Suites 22 Lee St., RB-2391
Mustang Sally's Inc., Mustang Sally's, 634 Main Street, RB-2405
Deadwood Inc. & Gamblers Gulch, Inc., Deadwood Gulch Saloon, 558 Main St., RB-2416
Black Diamond Capital LLC, Gold Dust, 688 Main Street, RB-2418,
Bullock Hospitality LLC, Bullock Hotel, 633 Main Street, RB-2445
BRI, Inc., Best Western Hickok House, 137 Charles Street, RB-2447
Mary Larson, Deadwood Dicks Restaurant, 51 Sherman Street, RB-2449
Princeton Inc., Deadwood Super 8 / Lucky 8 Gaming, 196 Cliff Street, RB-2450
Willys Wild West, Deadwood Station, 68 Main Street, RB-2453
Midnight Star Enterprises, LP, Midnight Star I & II, 677 Main Street, RB-2454
Blue Sky Gaming, Inc., Tin Lizzie Gaming Halls, 555 Main St., RB-2463
Old Style Saloon #10, Inc., Saloon #10, 657 Main Street, RB-2466

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Super G Investment Corporation, Silverado, 709 Main Street, RB-2512
WWW LLC, Gold Country Inn, 801 Main Street, RB-2521
TJ Gear, Madame Peacock's Accessory Lounge, 638 Main Street, RB-2527
Midwest Motels of Deadwood II, Buffalo Bodega, 658 Main Street, RB-2576
First Gold, Inc., First Gold Hotel, 270 Main Street, RB-2584
GR Deadwood LLC, Mineral Palace Hotel & Gaming, 607 Main Street, RB-2593
Fairmont Hotel Corporation, Fairmont Hotel, 628 Main Street, RB-2597
Deadwood Hospitality Resort LLC, Deadwood Gulch Resort, 304 Cliff Street, RB-2609
Blue Sky Gaming Inc., Tin Lizzie, 555 Main Street, RB-2644
Hotel Franklin Inc., Historic Franklin, 700 Main Street, RB-2659
Blue Sky Gaming, Inc., Tin Lizzie Gaming Halls, 555 Main Street, RB-2831
Gulches LLC, Comfort Inn Gulches of Fun, 225 Cliff Street, RB-3536,
Rolling Hills Farm Investment LLC, Celebrity Hotel, 629 Main Street, RB-3722
B.Y. Development, Inc., Cadillac Jack's Gaming Resort, 360 Main Street, RB-3894
Deadwood Resort, LLC, The Lodge at Deadwood, 100 Pine Crest Lane, RB-19227
Deadwood History Inc., Adams Museum & House Inc., 150 Sherman St., RB-19328
Deadwood History Inc., Days of '76 Museum, 1876 Drive, RB-20301
Pandora's Box LLC, Heaven, 669 Main St., RB-21255
Dakota's Best Wine & Gifts, Schade Winery & Dakota Best Gifts, 250 US Hwy 14A, RB-21478
Tentexkota, LLC, Deadwood Mountain Grand, 1906 Deadwood Mountain Drive, RB-21329
George Milos, Geo's Eats and Drinks, 11 Charles St., RB-21341

RETAIL (ON-OFF SALE) MALT BEVERAGE AND SD FARM WINE

Deadwood Development, McKenna's Gold, 470 Main Street, BW-20163
Deadwood Land Holding, LLC, Tatanka, Story of the Bison, 100 Tatanka Drive, BW-20586
Effective Education, Pump House at Mind Blown Studio, 73 Sherman Street, BW-20797
Deadwood Development Co, Bullets and Beer Saloon, 12 Lee Street, RB-20935

PACKAGE (OFF SALE) MALT BEVERAGE AND SD FARM WINE

Virginia Tice-Poseley, Dakota Sky Stone, 671 Main Street, PF-21118
Optima LLC, SpringHill Suites by Marriott, 360 Main Street, PF-20925

Reappoint

Speirs moved, Ruth seconded to reappoint Lynn Namminga and Chuck Williams to the Historic Preservation Commission for a three-year term ending May 31, 2018. Roll Call: Aye-All.
Motion carried.

Approval

Speirs moved, Ruth seconded to approve additional curb and gutter work in the Highway 85 reconstruction project and reimburse South Dakota Department of Transportation for estimated cost of \$8,840.20 and allow Mayor to sign letter indicating additional city responsibility for additional removals where Gateway sign was located. Public Works Director Green stated this project is to change the location of entrance, curb and gutter work to Sherman Street parking lot. Roll Call: Aye-All. Motion carried.

Quote

Todd moved, Ruth seconded to accept quote from Knight Security to replace security system at Broadway Parking Ramp at cost of \$27,321.98, three quotes were received. In addition, allow Mayor to sign agreement with Knight Security. Mayor Turbiville updated the Commission on the system and funding. Roll Call: Aye-All. Motion carried.

Recommendation

Ruth moved, Speirs seconded to approve Parking and Transportation recommendation to allow weekday valet parking for Cadillac Jacks at Lower Main parking lot until paving parking lot is complete which will be prior to Memorial Day. Roll Call: Aye-All. Motion carried.

Emergency

Ruth moved, Speirs seconded to declare emergency for retaining wall due to public safety concerns per SDCL 5-18A-8 for property at 10 Harrison and contract with CAI Construction to stabilize wall as part of the retaining wall program at a cost not to exceed \$22,000.00. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, May 18, 2015

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Turbiville stated St. John's Church will be selling raffle tickets until September 7, 2015, no action approves per SDCL 22-25-25.

Turbiville stated dedication ceremony for Martha Bullock Park will be Friday May 29, 2015 at 10:00 a.m.

Turbiville stated opening day for baseball will be Tuesday May 26, 2015 at 4:00 p.m.

Shirrtail Gulch Homeowners, Harvey and Peg Kelley, Dan and Diane DesLauriers, John and Jeanne Reigle and Deb Fegueroa, expressed their concerns about the discharge of firearms at the shooting range located at 251 U.S. Hwy 14A, within the City limits. They felt strongly against the location, noise and traffic safety. The Commission listened to their concerns and Mayor Turbiville stated that he will visit with Chief Fuller, review and possibly revisit the issue at the next meeting on June 1. Commissioners thanked them for the phone calls. Discussion was also heard on Yellowcreek Gun Range.

Turbiville congratulated Teen Court on 20 years of operation.

Commissioner Speirs thanked employees Green, Kuchenbecker, and Mohr for working with residents, local contractor and Albertson Engineering for the collapsed retaining wall on Harrison Street.

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

ADJOURMENT

Ruth moved, Speirs seconded to adjourn the regular session at 5:53 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3). The next regular meeting will be on Monday June 1, 2015.

After coming out of executive session at 6:10 p.m., Todd moved, Ruth seconded to adjourn.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PACKET: 03539 COMBINED - 6/2/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-052615	101-3000-202	LIQUOR LICENS MALT BEV LICENSE-PAM'S PURPLE	000000	150.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	150.00
01-0360	ABC BUSINESS SUPPLY					
		I-8441	101-4111-426	SUPPLIES FOOT PETAL FOR TRANSCRIPTION	000000	44.22
01-1331	SD MUNICIPAL LEAGUE					
		I-052615	101-4111-427	TRAVEL BUDGET TRAINING	000000	100.00
01-2649	BLACK HILLS PHYSICAL TH					
		I-319-2015	101-4111-422	PROFESSIONAL SAFETY TRAINING-BACK/SHOULDERS	000000	150.00
			DEPARTMENT 111	COMMISSION	TOTAL:	294.22
01-2394	GUNDERSON, PALMER, NELS					
		I-59694	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	2,722.95
			DEPARTMENT 141	ATTORNEY	TOTAL:	2,722.95
01-0360	ABC BUSINESS SUPPLY					
		I-8443	101-4142-426	SUPPLIES NOTARY DATE STAMP	000000	29.20
01-1171	A & B BUSINESS SOLUTION					
		I-IN182714	101-4142-422	PROFESSIONAL COPIER MAINTENANCE - FINANCE	000000	89.40
01-1827	MS MAIL & MARKETING					
		I-7275	101-4142-426	SUPPLIES WINDOW ENVELOPES	000000	500.00
01-2918	DAKOTACARE					
		I-051515	101-4142-415	GROUP INSURAN HEALTH INSURANCE - JUNE	000000	2,958.95
01-3079	PEPPMEIER, JANICE					
		I-052815	101-4142-415	GROUP INSURAN INSURANCE REIMBSMT - MAY	000000	521.55
01-3383	SOCIETY FOR HUMAN RESOU					
		I-01490908	101-4142-422	PROFESSIONAL MEMBERSHIP	000000	190.00
			DEPARTMENT 142	FINANCE	TOTAL:	4,289.10
01-0360	ABC BUSINESS SUPPLY					
		I-8410	101-4192-426-08	SUPPLIES - HI SHELVES/HISTORY CENTER	000000	236.25
01-0429	BLACK HILLS POWER & LIG					

PACKET: 03539 COMBINED - 6/2/15

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-APR-MAY15POWER	101-4192-428	UTILITIES	909 MAIN STREET	000000	37.75
	I-APR-MAY15POWER	101-4192-428	UTILITIES	BC WELCOME SIGN-HIGHWAY 14A	000000	36.03
	I-APR-MAY15POWER	101-4192-428	UTILITIES	WELCOME SIGN/JCT HWY 385-CLIFF	000000	36.77
	I-APR-MAY15POWER	101-4192-428	UTILITIES	1 MILLER STREET	000000	15.80
	I-APR-MAY15POWER	101-4192-428	UTILITIES	WELCOME SIGN-DWD HILL	000000	35.65
	I-APR-MAY15POWER	101-4192-428	UTILITIES	SAMPSON STREET PUMP HOUSE	000000	22.12
	I-APR-MAY15POWER	101-4192-428	UTILITIES	13 CRESCENT/PRV	000000	87.11
	I-APR-MAY15POWER	101-4192-428	UTILITIES	170 BLACKTAIL/GAYVILLE PRV	000000	12.48
	I-APR-MAY15POWER	101-4192-428	UTILITIES	1 MCKINLEY/TRAFFIC LIGHTS	000000	63.92
	I-APR-MAY15POWER	101-4192-428	UTILITIES	17 RANCH ROAD/OR WELL HOUSE	000000	121.44
	I-APR-MAY15POWER	101-4192-428-13	UTILITIES - R	105 SHERMAN/REC CENTER	000000	6,432.69
	I-APR-MAY15POWER	101-4192-428-07	UTILITIES - F	737 MAIN/FIRE HALL	000000	531.38
	I-APR-MAY15POWER	101-4192-428	UTILITIES	62 1/2 DUNLOP/DUNLOP ST PRV	000000	118.52
	I-APR-MAY15POWER	101-4192-428	UTILITIES	108 SHERMAN/SHERM-PINE TR SIG	000000	51.59
	I-APR-MAY15POWER	101-4192-428	UTILITIES	15 CRESCENT/BALL FIELD	000000	315.58
	I-APR-MAY15POWER	101-4192-428	UTILITIES	701 HWY 14A-CORNER TRFC LTS	000000	206.85
	I-APR-MAY15POWER	101-4192-428	UTILITIES	202 CHARLES/SPEED SIGN	000000	17.03
	I-APR-MAY15POWER	101-4192-428	UTILITIES	119 DENVER/PUMP	000000	814.36
	I-APR-MAY15POWER	101-4192-428	UTILITIES	23 DEADWOOD/4-LANE TRFC LTS	000000	149.53
	I-APR-MAY15POWER	101-4192-428	UTILITIES	110 TIMM LANE/COLD STORAGE BLD	000000	55.68
	I-APR-MAY15POWER	101-4192-428-10	UTILITIES - L	435 WILLIAMS/LIBRARY	000000	458.53
	I-APR-MAY15POWER	101-4192-428-15	UTILITIES - T	60 DUNLOP/TROLLEY BARN	000000	254.65
	I-APR-MAY15POWER	101-4192-428	UTILITIES	53 SHERMAN/WILD BILL STATUE	000000	12.72
	I-APR-MAY15POWER	101-4192-428	UTILITIES	500 CLIFF/PLUMA HEAT TAPE	000000	81.26
	I-APR-MAY15POWER	101-4192-428	UTILITIES	154 SHERMAN/SIGNAL LIGHTS	000000	3.39
	I-APR-MAY15POWER	101-4192-428-06	UTILITIES - D	15 CRESCENT/RODEO GR ARENA	000000	17.61
	I-APR-MAY15POWER	101-4192-428	UTILITIES	630 BROADWAY/PARKING RAMP	000000	2,092.89
	I-APR-MAY15POWER	101-4192-428	UTILITIES	65 SHERMAN	000000	4,375.38
	I-APR-MAY15POWER	101-4192-428-01	UTILITIES - AD	22 VAN BUREN/A HOUSE INFO CNTR	000000	176.64
	I-APR-MAY15POWER	101-4192-428	UTILITIES	398 MCGOVERN HILL/FIRE SIREN	000000	15.82
	I-APR-MAY15POWER	101-4192-428	UTILITIES	16 CRESCENT/CONCESSION STAND	000000	12.72
	I-APR-MAY15POWER	101-4192-428	UTILITIES	9 ROSEVELT RD/DUNBAR WTR TANK	000000	12.72
	I-APR-MAY15POWER	101-4192-428	UTILITIES	180 CLIFF/PRV	000000	51.55
	I-APR-MAY15POWER	101-4192-428-02	UTILITIES - A	50 SHERMAN/ADAMS MUSEUM	000000	1,533.38
	I-APR-MAY15POWER	101-4192-428	UTILITIES	10 SHINE/METHODIST PARK	000000	27.52
	I-APR-MAY15POWER	101-4192-428	UTILITIES	30 DEADWOOD GULCH/CUTTING MINE	000000	18.87
	I-APR-MAY15POWER	101-4192-428	UTILITIES	101 MICKELSON TRAIL	000000	466.38
	I-APR-MAY15POWER	101-4192-428	UTILITIES	20 JACKSON/PUMPHOUSE	000000	16.46
	I-APR-MAY15POWER	101-4192-428	UTILITIES	10 MT. MORIAH RD/TX BOOTH-RR	000000	127.68
	I-APR-MAY15POWER	101-4192-428	UTILITIES	4 DAKOTA/PRV STATION	000000	106.88
	I-APR-MAY15POWER	101-4192-428-01	UTILITIES - AD	22 VAN BUREN/ADAMS HOUSE	000000	516.87
	I-APR-MAY15POWER	101-4192-428-08	UTILITIES - HI	3 SIEVER ST/HISTORY CENTER	000000	687.59
	I-APR-MAY15POWER	101-4192-428	UTILITIES	20 JACKSON/MT. MORIAH VIS CNTR	000000	287.12
	I-APR-MAY15POWER	101-4192-428	UTILITIES	5 SIEVER	000000	543.36
	I-APR-MAY15POWER	101-4192-428-11	UTILITIES - P	15 CRESCENT/PARKS SHOP	000000	273.99
	I-APR-MAY15POWER	101-4192-428	UTILITIES	398 MCGOVERN HILL/REDWOOD TANK	000000	20.44
	I-APR-MAY15POWER	101-4192-428	UTILITIES	50 PLEASANT/PUMP	000000	25.53
	I-APR-MAY15POWER	101-4192-428	UTILITIES	15 CRESCENT/FOOTBALL FIELD	000000	144.62

PACKET: 03539 COMBINED - 6/2/15
 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
01-0429	BLACK HILLS POWER & LIG	continued				
	I-APR-MAY15POWER	101-4192-428-12	UTILITIES - P 767 MAIN/PAVILION	000000	935.79	
	I-APR-MAY15POWER	101-4192-428	UTILITIES 498 MAIN/TR SIG-PRKNG LOT BLDG	000000	180.02	
	I-APR-MAY15POWER	101-4192-428	UTILITIES 37 WATER ST/WATER HEAT TAPE	000000	32.66	
	I-APR-MAY15POWER	101-4192-428	UTILITIES 255 MAIN/PRV STATION	000000	113.52	
	I-APR-MAY15POWER	101-4192-428-08	UTILITES - HI 436 MAIN/L MAIN INFO CENTER	000000	107.64	
	I-APR-MAY15POWER	101-4192-428	UTILITIES 10 MT. MORIAH RD/FLAG	000000	51.25	
	I-APR-MAY15POWER	101-4192-428-14	UTILITIES - S 62 DUNLOP/CITY SHOP	000000	656.18	
	I-APR-MAY15POWER	101-4192-428-06	UTILITIES - D 15 CRESCENT/GRANDSTAND	000000	86.05	
	I-APR-MAY15POWER	101-4192-428	UTILITIES 1-1/2 MCKINLEY/SPEED SIGN	000000	13.21	
	I-APR-MAY15POWER	101-4192-428	UTILITIES 102 WATER TANK LN	000000	12.72	
	I-APR-MAY15POWER	101-4192-428	UTILITIES FEES-ADJUSTMENTS/ALL ACCOUNTS	000000	6,146.70-	
01-0551	MENARD'S					
	I-36805	101-4192-426-08	SUPPLIES - HI BULBS-BATTERIES/PUBLIC BLDGS	000000	247.66	
01-0553	MONTANA DAKOTA UTILITIE					
	I-A-M-15AHOUSE	101-4192-428-01	UTILITES - AD NATURAL GAS/ADAMS HOUSE	000000	152.72	
	I-A-M-15ARENA	101-4192-428-11	UTILITIES - P NATURAL GAS/ARENA-PARKS SHOP	000000	53.22	
	I-A-M-15CH	101-4192-428-04	UTILITIES - C NATURAL GAS/CITY HALL	000000	210.40	
	I-A-M-15FIRE	101-4192-428-07	UTILITIES - F NATURAL GAS/FIRE DEPARTMENT	000000	274.98	
	I-A-M-15GVILLE	101-4192-428	UTILITIES NATURAL GAS/GAYVILLE	000000	16.07	
	I-A-M-15HCENTER	101-4192-428-08	UTILITES - HI NATURAL GAS/HISTORY CENTER	000000	137.72	
	I-A-M-15PAV	101-4192-428-12	UTILITIES - P NATURAL GAS/PAVILION	000000	498.25	
	I-A-M-15REC	101-4192-428-13	UTILITIES - R NATURAL GAS/REC CENTER	000000	3,072.77	
	I-A-M-15SHOP	101-4192-428-14	UTILITIES - S NATURAL GAS/CITY SHOP	000000	124.02	
	I-A-M-15TROLLEY	101-4192-428-15	UTILITIES - T NATURAL GAS/TROLLEY BARN	000000	160.55	
	I-A-M15 AH	101-4192-428-02	UTILITIES - A NATURAL GAS/ADAMS HOUSE	000000	235.01	
01-0578	TWIN CITY HARDWARE & LU					
	I-D322814	101-4192-425-08	REPAIRS - HIS TRIM NAILS-FASTENERS	000000	8.63	
	I-D323974	101-4192-426-08	SUPPLIES - HI WOOD STAIN-BASE PAINT-HOME KIT	000000	125.96	
	I-E18039	101-4192-425-08	REPAIRS - HIS PISTOL NOZZLE-XHOSE PRO EXT	000000	43.98	
	I-E18336	101-4192-425-08	REPAIRS - HIS 30W FLUORESCENT TUBE	000000	14.99	
	I-E18405	101-4192-425-14	REPAIRS - STR PVC CEMENT-PVC SLIP CAP	000000	10.57	
	I-E18723	101-4192-425-08	REPAIRS - HIS (2) BULBS	000000	17.98	
	I-E19000	101-4192-425-08	REPAIRS - HIS FOAM BRUSH-SANDPAPER-STAIN	000000	13.65	
	I-E19061	101-4192-426-08	SUPPLIES - HI DUSTER REFILL-PADS-HOME KIT	000000	88.92	
	I-E19125	101-4192-425-07	REPAIRS - FIR NIPPLE-ELBOW-BLACK UNION	000000	14.57	
	I-E19166	101-4192-426	SUPPLIES (2) WHITE WOOD ELONGATED SEAT	000000	43.98	
	I-E19290	101-4192-425-08	REPAIRS - HIS CLEAR SEALANT-BALL HEX KEY	000000	19.48	
	I-E19726	101-4192-425-08	REPAIRS - HIS ZINC CORNER BRACE-FASTENERS	000000	12.17	
	I-E19746	101-4192-425-08	REPAIRS - HIS FASTENERS-ROUND FELT PADS	000000	3.45	
	I-E19747	101-4192-425-02	REPAIRS - ADA DRAIN OPENER/ADAMS MUSEUM	000000	14.99	
	I-E20512	101-4192-426	SUPPLIES COTTON MOP HEAD-LIME-A-WAY	000000	21.96	
01-0682	PITNEY BOWES INC					
	I-052715	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00	

PACKET: 03539 COMBINED - 6/2/15

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
01-1171	A & B BUSINESS SOLUTION					
		I-182715	101-4192-426-04	SUPPLIES - CI COPIES/CITY SHOP COPIER-PARKS	000000	32.23
01-1333	DEADWOOD ELECTRIC					
		I-21054	101-4192-426-06	SUPPLIES - DA SUPPLY PIPE/RODEO GR CRS NEST	000000	61.86
		I-21064	101-4192-426-12	SUPPLIES - PA SUPPLY MATERIAL/PAVILION	000000	31.50
01-1502	BLACK HILLS CHEMICAL					
		I-082409	101-4192-426	SUPPLIES CLEANER-DISINF.-TOWELS-TISSUE	000000	436.52
		I-083004	101-4192-426	SUPPLIES DISF-CLNR-TISSUE-TOWELS-BLEACH	000000	493.33
		I-083005	101-4192-426	SUPPLIES NABC/PB CLEANING SUPPLIES	000000	100.80
		I-083397	101-4192-426	SUPPLIES TISSUE-GLASS CLEANER-NABC	000000	390.70
01-1626	SERVALL UNIFORM AND LIN					
		I-2264332	101-4192-426-14	SUPPLIES - ST MOP-MATS-HANDLE-BAG/STREETS	000000	135.90
		I-2264333	101-4192-426-04	SUPPLIES - CI MOPS-MATS-FLUSH-BAG-HANDLE-CH	000000	259.77
		I-2264334	101-4192-426-08	SUPPLIES - HI MOPS-MATS-TOWELS/HISTORY CNTR	000000	229.44
		I-2264335	101-4192-426-11	SUPPLIES - PA BAG-MOPS-HANDLE-BAG/PARKS SHOP	000000	90.18
		I-2264342	101-4192-426-07	SUPPLIES - FI MOPS-MATS-BAG/FIRE HALL	000000	29.44
		I-2264984	101-4192-426-12	SUPPLIES - PA MOPS-MATS-BATTERIES-CLNRS/PAV	000000	111.55
		I-2270585	101-4192-426-14	SUPPLIES - ST MATS-MOPS-TOWELS-BAG/C SHOP	000000	144.30
		I-2270586	101-4192-426-04	SUPPLIES - CI MOPS-MATS-A-FLSH-BAG-TOWELS/CH	000000	259.77
		I-2270587	101-4192-426-08	SUPPLIES - HI MOPS-MATS-TOWELS/HISTORY CNTR	000000	229.03
		I-2270588	101-4192-426-11	SUPPLIES - PA MOPS-MATS-BAG-HANDLE/PARKS	000000	73.85
		I-2270596	101-4192-426-16	SUPPLIES -LOW MOPS-MATS/L MAIN INFO CENTER	000000	39.15
		I-2270597	101-4192-426-07	SUPPLIES - FI MATS-MOPS-BAG/FIRE HALL	000000	28.92
		I-2271470	101-4192-426-12	SUPPLIES - PA MATS-MOPS-HANDLE-MICROBRST/PAV	000000	108.26
01-2918	DAKOTACARE					
		I-051515	101-4192-415	GROUP INSURAN HEALTH INSURANCE - JUNE	000000	1,159.53
01-3506	ALSCO					
		I-LCAS957210	101-4192-426-13	SUPPLIES - RE MATS-SERVICE CHARGE/RC	000000	81.97
01-3685	BLACK HILLS SECURITY &					
		I-R226922	101-4192-422	PROFESSIONAL MONITOR ALARM -6-1 - 8-31-15	000000	89.85
01-3838	VAST BROADBAND					
		I-007128201MAY	101-4192-428-04	UTILITIES - C PHONE-INTERNET/C HALL FINANCE	000000	177.08
		I-007909501MAY	101-4192-428-14	UTILITIES - S PHONE SERVICE/PUBLIC WORKS	000000	39.33
		I-008934501MAY15	101-4192-428-07	UTILITIES - F PHONE-INTERNET SERV/FIRE DEPT	000000	250.27
		I-009756501MAY15	101-4192-428	UTILITIES PHONE SERVICE/MT. MORIAH	000000	39.33
		I-009853401MAY	101-4192-428-10	UTILITIES - L PHONE-INTERNET/LIBRARY	000000	233.35
		I-010790602MAY	101-4192-428-08	UTILITES - HI PHONE SERVICE/HISTORY CENTER	000000	117.99
		I-015095801MAY15	101-4192-428	UTILITIES PHONE SERVICE/MT MORIAH	000000	39.33
		I-015097001MAY	101-4192-428-13	UTILITIES - R PHONE-TELEVISION/REC CENTER	000000	269.64
		I-015137901MAY15	101-4192-428-04	UTILITIES - C PHONE SERVICE/FINANCE OFFICE	000000	39.33
		I-015144601(2)MAY	101-4192-428-13	UTILITIES - R PHONE SERVICE/REC CENTER	000000	21.00
		I-015144601MAY	101-4192-428-13	UTILITIES - R INTERNET SERVICE/REC CENTER	000000	90.00

DEPARTMENT 192 PUBLIC BUILDINGS TOTAL: 29,876.59

PACKET: 03539 COMBINED - 6/2/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 193 DATA PROCESSING

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0464	TYLER TECHNOLOGIES, INC	I-025-123551	101-4193-422	PROFESSIONAL MAINTENANCE - INCODE DOC'S	000000	722.40
01-0510	GOLDEN WEST TECHNOLOGIE	I-291623	101-4193-422	PROFESSIONAL ADJUSTMENT/UPGRADE-INSTALLS	000000	6,753.75
DEPARTMENT 193 DATA PROCESSING					TOTAL:	7,476.15
		I-291609	101-4210-434	MACHINERY/EQU COMPUTER & INSTALLATION	000000	1,993.13
01-0578	TWIN CITY HARDWARE & LU	I-E18498	101-4210-426	SUPPLIES LUBRICANT	000000	3.99
01-1399	NEVE'S UNIFORMS, INC.	I-RP-034825	101-4210-426	SUPPLIES UNIFORM SHIRTS	000000	135.90
01-1740	STREICHER'S	I-I1152620	101-4210-426	SUPPLIES GRAPHICS FOR VEHICLE	000000	75.97
01-1819	DAKOTA BUSINESS CENTER	I-IN282636	101-4210-424	RENTALS COPIER MAINTENANCE - POLICE	000000	151.47
01-1867	LESTER, ROB	I-050915	101-4210-415	GROUP INSURAN INSURANCE REIMBSMT-FEB-MAY	000000	1,197.00
01-2918	DAKOTACARE	I-051515	101-4210-415	GROUP INSURAN HEALTH INSURANCE - JUNE	000000	9,673.69
DEPARTMENT 210 POLICE					TOTAL:	13,231.15
01-0578	TWIN CITY HARDWARE & LU	I-D323049	101-4221-425	REPAIRS PLUG, ELBOWS	000000	14.15
		I-D323068	101-4221-426	SUPPLIES SJEW WIRE	000000	15.86
		I-E17986	101-4221-426	SUPPLIES OIL	000000	13.95
		I-E19177	101-4221-425	REPAIRS PRESSURE REGULATOR	000000	52.99
		I-E19205	101-4221-425	REPAIRS BLACK NIPPLES	000000	5.48
01-0600	TRIPLE K TIRE & REPAIR	I-1-41310	101-4221-425	REPAIRS INSTALLED WATER PUMP, ANTI-FRZ	000000	1,082.84
01-1171	A & B BUSINESS SOLUTION	I-IN182712	101-4221-422	PROFESSIONAL COPIER MAINTENANCE - FIRE DEPT	000000	55.88
01-1230	INTERSTATE ALL BATTERY	I-1901001003476	101-4221-426	SUPPLIES BATTERIES	000000	499.50
		I-1901002003899	101-4221-434	MACHINERY/EQU BATTERIES	000000	99.90

PACKET: 03539 COMBINED - 6/2/15

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
01-2918	DAKOTACARE					
		I-051515	101-4221-415	GROUP INSURAN HEALTH INSURANCE - JUNE	000000	1,029.13
01-3333	HELMIN, MATT					
		I-052015	101-4221-422	PROFESSIONAL CITY COMMISSION MEETINGS	000000	125.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 2,994.68
01-0360	ABC BUSINESS SUPPLY					
		I-8357	101-4232-426	SUPPLIES HIGHLIGHTER-SHARPIES/ST SHOP	000000	7.05
01-0578	TWIN CITY HARDWARE & LU					
		I-E18308	101-4232-426	SUPPLIES LASER DISTANCE MEASURER	000000	109.99
01-1503	BLACK HILLS SPECIAL SER					
		I-3462	101-4232-422	PROFESSIONAL CLEANING/BLDG INSP. VEHICLE-TM	000000	16.00
01-2918	DAKOTACARE					
		I-051515	101-4232-415	INSURANCE HEALTH INSURANCE - JUNE	000000	900.73
01-3744	EB COMMUNICATIONS, LLC					
		I-9441	101-4232-422	PROFESSIONAL HEADSET-INSTALL/C SHOP OFFICE	000000	98.75
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 1,132.52
01-0360	ABC BUSINESS SUPPLY					
		I-050415	101-4310-426	SUPPLIES WHILE YOU WERE OUT NOTEPADS	000000	3.99
		I-8369	101-4310-426	SUPPLIES PENS/SHOP OFFICE	000000	4.50
		I-8459	101-4310-426	SUPPLIES COVER/DONOVAN	000000	8.56
		I-8459	101-4310-426	SUPPLIES MAGNIFYING GLASS/SHOP OFFICE	000000	3.67
		I-8475	101-4310-426	SUPPLIES 11X17 COPY PAPER/STREET SHOP	000000	8.23
01-0467	CULLIGAN OF THE NORTHER					
		I-65267	101-4310-426	SUPPLIES (4) BOTTLED WATER/STREET SHOP	000000	26.00
		I-65717	101-4310-426	SUPPLIES BOTTLED WATER/STREET SHOP	000000	13.00
01-0578	TWIN CITY HARDWARE & LU					
		I-D323616	101-4310-426	SUPPLIES BATTERIES-WHITE PORTLAND	000000	67.98
		I-D323870	101-4310-426	SUPPLIES WRENCH-NUTSPLIT SET-FSNTRS	000000	44.14
		I-D323972	101-4310-426	SUPPLIES DEMAGNETIZER-LED PICK UP TOOL	000000	8.48
		I-E19963	101-4310-426	SUPPLIES COMMERCIAL GRADE SAND	000000	11.99
		I-E20387	101-4310-425	REPAIRS DR EXTENSION-UNIVERSAL JOINT	000000	20.98
		I-E20387	101-4310-426	SUPPLIES WRENCHES-SOCKET-SOCKET SET	000000	90.95
		I-E20446	101-4310-426	SUPPLIES KEY PLASTIC HEAD	000000	2.49
		I-E20447	101-4310-425	REPAIRS (2) BAGS 1/2 CU FT RIVER ROCK	000000	8.98
		I-E20465	101-4310-425	REPAIRS (2) BAGS 1/2 CU FT RIVER ROCK	000000	8.98
		I-E20656	101-4310-426	SUPPLIES 18V 1/2" IMPACT WRENCH	000000	109.99

PACKET: 03539 COMBINED - 6/2/15

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-E322794	101-4310-425	REPAIRS	RED COUPLING	000000 8.49
01-1171	A & B BUSINESS SOLUTION					
		I-182715	101-4310-426	SUPPLIES	COPIES/CITY SHOP COPIER-STRTS	000000 32.23
01-1333	DEADWOOD ELECTRIC					
		I-21066	101-4310-425	REPAIRS	INSPECT LTS-BREAKER/CALAMITY	000000 254.97
		I-21077	101-4310-425	REPAIRS	REMOVE POWER/TR LTS-PARK-TRACE	000000 333.66
		I-21082	101-4310-425	REPAIRS	REPIPE-PULL WIRE /LTS R GRNDS	000000 372.68
01-1348	EDDIE'S TRUCK SALES, IN					
		I-X201008033:01	101-4310-425	REPAIRS	LIGHT-BEZEL/WHT STS F-LINER	000000 191.65
01-1358	STAN HOUSTON EQUIP.CO.I					
		I-02 322682	101-4310-426	SUPPLIES	NONWOVEN FABRIC/FRENCH DRAIN	000000 324.00
01-1493	SANITATION PRODUCTS, IN					
		I-034479	101-4310-425	REPAIRS	MAIN BROOM PIVOT BEARING ASSY	000000 278.99
01-1500	A & B WELDING					
		I-0032739	101-4310-424	RENTALS	C25R CYLINDER RENTAL/ST SHOP	000000 9.60
		I-00915358	101-4310-426	SUPPLIES	WELDING JACKET/STREETS	000000 154.04
		I-00915709	101-4310-426	SUPPLIES	MAGNIFIER FOCAL LENS/STREETS	000000 6.35
		I-00915710	101-4310-425	REPAIRS	MILLER WELDING JACKET/STREETS	000000 1,500.00
01-1681	BIERSCHBACH EQUIPMENT &					
		I-02 604037	101-4310-425	REPAIRS	50# BAGS COLD ASPHALT PATCH	000000 37.50
01-2918	DAKOTACARE					
		I-051515	101-4310-415	GROUP INSURAN	HEALTH INSURANCE - JUNE	000000 7,089.10
01-3628	BICKLE TRUCK & DIESEL S					
		C-OC12144	101-4310-425	REPAIRS	CORE CREDIT	000000 56.00-
		I-REVSCROC12144	101-4310-425	REPAIRS	REVS. CORE CREDIT ENTRY	000000 56.00
01-3744	EB COMMUNICATIONS, LLC					
		I-9441	101-4310-429	OTHER	HEADSET-INSTALL/C SHOP OFFICE	000000 98.75
01-3850	MATCO TOOLS					
		I-91563	101-4310-426	SUPPLIES	TOOLS	000000 71.05
		I-91955	101-4310-426	SUPPLIES	MINI DUCTORS	000000 699.00
					DEPARTMENT 310 STREETS	TOTAL: 11,904.97
01-0213	TRUGREEN CHEM-LAWN					
		I-31788808	101-4520-425	REPAIRS	LAWN SERVICE/SB FIELDS	000000 502.00
		I-31804709	101-4520-425	REPAIRS	LAWN SERVICE/HIGHWAY 14A	000000 1,368.00

PACKET: 03539 COMBINED - 6/2/15

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-32084118	101-4520-425	REPAIRS VEGETATION CONTROL/AD MUSEUM	000000	60.00
		I-32097168	101-4520-425	REPAIRS VEGETATION CONTROL/SB FIELDS	000000	236.50
		I-32273573	101-4520-425	REPAIRS LAWN SERVICE/FERGUSON FIELD	000000	371.75
		I-32290672	101-4520-425	REPAIRS LAWN SERVICE/LIBRARY	000000	43.25
		I-32297603	101-4520-425	REPAIRS LAWN SERVICE/ADAMS MUSEUM	000000	40.75
		I-32297610	101-4520-425	REPAIRS LAWN SERVICE/HISTORY CENTER	000000	43.25
01-0360	ABC BUSINESS SUPPLY					
		I-8475	101-4520-426	SUPPLIES 11X17 COPY PAPER/STREET SHOP	000000	8.24
01-0467	CULLIGAN OF THE NORTHER					
		I-65530	101-4520-426	SUPPLIES BOTTLED WATER/PARKS SHOP	000000	6.50
01-0515	ROCKINGTREE LANDSCAPES					
		I-248145	101-4520-426	SUPPLIES FLOWERS-DEER SPRAY/CITY PARKS	000000	413.48
01-0578	TWIN CITY HARDWARE & LU					
		I-D322854	101-4520-425	REPAIRS SILICONE PLUS-THREADED ROD	000000	18.97
		I-D322952	101-4520-426	SUPPLIES (3) MOIST CONT. MIX/BEAUTIFICA	000000	35.97
		I-D323598	101-4520-426	SUPPLIES (4) KEYS-BUTANE FUEL	000000	13.75
		I-E17913	101-4520-426	SUPPLIES TAPE RULE-GORILLA GLUE	000000	30.46
		I-E19591	101-4520-426	SUPPLIES POLY PISTOL NOZZLE	000000	6.98
		I-E19755	101-4520-426	SUPPLIES 65' FISH TAPE	000000	39.99
01-1171	A & B BUSINESS SOLUTION					
		I-182715	101-4520-426	SUPPLIES COPIES/CITY SHOP COPIER-PARKS	000000	32.23
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1346254	101-4520-426	SUPPLIES GAS CANS-FULLEY-BOLT LOCK/PKS	000000	138.67
		I-1346255	101-4520-426	SUPPLIES (5) LOCK NUTS	000000	15.50
01-2641	ARBOR DAY FOUNDATION					
		I-RENEW8-16AK	101-4520-427	TRAVEL MEMBER RENEWAL-AK/8-15-8-16	000000	15.00
01-2918	DAKOTACARE					
		I-051515	101-4520-415	GROUP INSURAN HEALTH INSURANCE - JUNE	000000	4,038.81
01-3744	EB COMMUNICATIONS, LLC					
		I-9441	101-4520-433	IMPROVEMENTS HEADSET-INSTALL/C SHOP OFFICE	000000	98.75
DEPARTMENT 520 PARKS						TOTAL: 7,578.80
01-2918	DAKOTACARE					
		I-051515	101-4640-415	GROUP INSURAN HEALTH INSURANCE - JUNE	000000	900.73
DEPARTMENT 640 PLANNING AND ZONING						TOTAL: 900.73
FUND 101 GENERAL FUND						TOTAL: 82,551.86

PACKET: 03539 COMBINED - 6/2/15

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
01-0553	MONTANA DAKOTA UTILITIE					
		I-68250010003MAY15	206-4550-428	UTILITIES NATURAL GAS - LIBRARY	000000	478.34
01-1557	DEMCO, INC.					
		I-5605439	206-4550-426	SUPPLIES LABELS, SEALING TAPE, MARKERS	000000	174.36
01-1562	MIDWEST TAPE					
		I-92812294	206-4550-434	BOOKS, MAPS A DVDs	000000	17.99
		I-92852343	206-4550-434	BOOKS, MAPS A DVDs	000000	40.98
01-1911	EMERY-PRATT COMPANY					
		I-556907	206-4550-434	BOOKS, MAPS A BOOK	000000	36.95
01-2918	DAKOTACARE					
		I-051515	206-4550-415	GROUP INSURAN HEALTH INSURANCE - JUNE	000000	1,408.18
01-3685	BLACK HILLS SECURITY &					
		I-P103547	206-4550-425	REPAIRS FIRE ALARM TEST & INSPECTION	000000	265.00
		I-P103548	206-4550-425	REPAIRS REPAIRS/FIRE ALARM TEST	000000	174.39
		I-R226546	206-4550-425	REPAIRS ALARM MONITORING MAY-JULY	000000	104.85
				DEPARTMENT 550 LIBRARY	TOTAL:	2,701.04
				FUND 206 LIBRARY FUND	TOTAL:	2,701.04

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PACKET: 03539 COMBINED - 6/2/15

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0223	COCA COLA BOTTLING HIGH					
		I-1451055	209-4510-426	SUPPLIES	5 GAL. AQUA PURE/RETURNABLES	000000 25.75
		I-1451110	209-4510-426	SUPPLIES	(9) BOTTLES AQUAPURE-RETURNS	000000 46.35
01-0784	WESTERN STATES FIRE PRO					
		I-WSF003142	209-4510-425	REPAIRS	REPAIR LEAK/RC SPRINKLER SYS	000000 275.62
01-1038	PUSH-PEDAL-PULL					
		I-141236	209-4510-425	REPAIRS	SERV-LABOR-PARTS/TREADMILL	000000 195.00
01-2645	HAWKINS INC					
		I-3728249	209-4510-426	SUPPLIES	MURIATIC ACID-HYD. ACID-AZONE	000000 1,033.10
01-2918	DAKOTACARE					
		I-051515	209-4510-415	GROUP INSURAN	HEALTH INSURANCE - JUNE	000000 1,485.31
01-3151	KONE INC.					
		I-221750139	209-4510-422	PROFESSIONAL	REC CENTER ELEVATOR SERVICE	000000 133.40
01-3648	NETWORK SERVICES COMPAN					
		I-144023-0	209-4510-426	SUPPLIES	TRASH BAGS/REC CENTER	000000 58.02
		I-144024-0	209-4510-426	SUPPLIES	SHOWER CLEANER/REC CENTER	000000 74.87
DEPARTMENT 510 REC CENTER						TOTAL: 3,327.42
FUND 209 BED & BOOZE FUND						TOTAL: 3,327.42

PACKET: 03539 COMBINED - 6/2/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 573 HP HISTORIC INTERPRETATIO

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0451	RUNGE, MIKE	I-52615	215-4573-335	HIST. INTERP. Reimburse Gas Suburban Sioux F	000000	90.30
01-0578	TWIN CITY HARDWARE & LU	I-D323906	215-4573-335	HIST. INTERP. DISTILLED WATER	000000	2.98
01-0792	NAPC	I-2015MBSP	215-4573-325	HIST. INTERP. 2015 MEMBERSHIP RENEWAL	000000	150.00
01-3848	CSU, CHICO RESEARCH FOU	I-RF031325	215-4573-320	HIST. INTERP. FORENSIC ISOTOPE SKELETON	000000	1,500.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO TOTAL:						1,743.28
01-3432	DELL RAPIDS SOCIETY FOR	I-20150627	215-4575-520	GRANT/LOAN PR OUTSIDE OF DWD GRANT 2015	000000	22,500.00
01-3849	SECOND CENTURY DEVELOPM	I-20150527	215-4575-520	GRANT/LOAN PR OUTSIDE OF DWD GRANT 2014 RD 2	000000	1,410.33
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA TOTAL:						23,910.33
01-2394	GUNDERSON, PALMER, NELS	I-59694	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	1,387.50
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						1,387.50
01-0578	TWIN CITY HARDWARE & LU	I-D323615	215-4577-765	CAPITAL ASSET LED BULBS	000000	219.89
		I-E20666	215-4577-765	CAPITAL ASSET FASTENERS	000000	7.65
01-0776	ALBERTSON ENGINEERING,	I-9155	215-4577-735	CAPITAL ASSET 2014-284H MDA DAYS OF 76 GS	000000	290.00
01-2473	SD DEPT. OF CORRECTIONS	I-C18D5460	215-4577-795	CAPITAL ASSET FIREWISE/COMMUN SERV/INMATES	000000	4,649.33
01-3099	JENSEN HARDWOOD FLOORS	I-20151205-1	215-4577-715	CAPITAL ASSET REPLACE/REFINISH FLOORS	000000	17,115.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS O TOTAL:						22,281.87
01-0360	ABC BUSINESS SUPPLY	I-8394	215-4641-426	SUPPLIES MINUTE RECORDER	000000	145.00

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PACKET: 03539 COMBINED - 6/2/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-2483	215-4641-427	TRAVEL 2015 ANNUAL MEETING	000000	12.00
01-0578	TWIN CITY HARDWARE & LU					
		I-E20448	215-4641-426	SUPPLIES TORCH	000000	22.99
01-2918	DAKOTACARE					
		I-051515	215-4641-415	GROUP INSURAN HEALTH INSURANCE - JUNE	000000	4,963.38
01-3223	QUICK TROPHY, LLC					
		I-62779	215-4641-426	SUPPLIES NAME PLATE BIESIOT	000000	18.29

DEPARTMENT 641	OFFICE HIST. PRES.	TOTAL:	5,161.66
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FUND	215 HISTORIC PRESERVATION	TOTAL:	54,484.64
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PACKET: 03539 COMBINED - 6/2/15

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1257	MORRIS, WAYNE					
		I-62915	216-1310	DUE FROM OTHE 604 606 MAIN NUGGET SALOON	000000	11,200.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 11,200.00
01-0623	LAWRENCE TITLE COMPANY					
		I-62815	216-4653-960	CLOSING CO 604 606 MAIN NUGGET SALOON	000000	150.00
01-1496	LAWRENCE CO. REGISTER O					
		I-62815	216-4653-960	CLOSING CO RECORDING FEE 604 606 MAIN	000000	30.00
01-2394	GUNDERSON, PALMER, NELS					
		I-59519	216-4653-422	PROFESSIONAL LEGAL SERVICES	000000	45.00
		I-59694	216-4653-422	PROFESSIONAL LEGAL SERVICES	000000	45.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 270.00
				FUND	216	REVOLVING LOAN
						TOTAL: 11,470.00

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PACKET: 03539 COMBINED - 6/2/15

VENDOR SET: 01

FUND : 561 LODGE AT DEADWOOD TIF

DEPARTMENT: 192 Public Buildings

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3362	FIRST INTERSTATE BANK					
		I-050415	561-4192-422	PROFESSIONAL TIF PAYMENT #1-2015	000000	221,124.66
				DEPARTMENT 192 Public Buildings	TOTAL:	221,124.66

				FUND 561 LODGE AT DEADWOOD TIF	TOTAL:	221,124.66

PACKET: 03539 COMBINED - 6/2/15

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0360	ABC BUSINESS SUPPLY					
		I-050415	602-4330-426	SUPPLIES WHILE YOU WERE OUT NOTEPADS	000000	4.00
		I-8369	602-4330-426	SUPPLIES PENS/SHOP OFFICE	000000	4.50
		I-8475	602-4330-426	SUPPLIES 11X17 COPY PAPER/STREET SHOP	000000	8.23
01-0578	TWIN CITY HARDWARE & LU					
		I-D323849	602-4330-426	SUPPLIES (2) TITANIUM DRILL BITS	000000	17.97
		I-E19011	602-4330-426	SUPPLIES ENGINEER HAMMER	000000	19.99
		I-E20384	602-4330-426	SUPPLIES WHITE MARKING PAINT	000000	7.99
01-0684	NORTHWEST PIPE FITTINGS					
		I-153370	602-4330-425	REPAIRS EPOXY COATED EXT/5-1/4 HYD.	000000	529.69
01-0781	HD SUPPLY WATERWORKS					
		I-D926671	602-4330-425	REPAIRS HYDRANT EXTENSION/WATER DEPT.	000000	504.50
01-0841	TSP, INC.					
		I-0048899	602-4330-433	IMPROVEMENTS ENGINEERING/WTR SYS IMPROV	000000	2,180.23
01-1171	A & B BUSINESS SOLUTION					
		I-182715	602-4330-426	SUPPLIES COPIES/CITY SHOP COPIER-WATER	000000	32.23
01-1330	SD DEPT. OF ENVIRONMENT					
		I-FY16INV00001111	602-4330-427	TRAVEL 2016 DRNG WTR/DISCHG FEES	000000	650.00
01-1827	MS MAIL & MARKETING					
		I-7275	602-4330-426	SUPPLIES WATER BILL PAPER,LAYOUT BOOKS	000000	180.00
01-2918	DAKOTACARE					
		I-051515	602-4330-415	GROUP INSURAN HEALTH INSURANCE - JUNE	000000	2,696.09
01-3484	SEMAPHORE CORPORATION					
		I-052815	602-4330-426	SUPPLIES ZP4 SOFTWARE/UTILITY MAILINGS	000000	105.50
01-3744	EB COMMUNICATIONS, LLC					
		I-9441	602-4330-429	OTHER HEADSET-INSTALL/C SHOP OFFICE	000000	98.75
DEPARTMENT 330 WATER						TOTAL: 7,039.67
FUND 602 WATER FUND						TOTAL: 7,039.67

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PACKET: 03539 COMBINED - 6/2/15

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-D323260	607-4580-425	REPAIRS VAC BREAKER KIT-URINAL KIT	000000	31.98
01-0598	SUMMIT SIGNS & SUPPLY,					
		I-46516	607-4580-433	IMPROVEMENTS NO DOGS IN CEMETERY SIGNS	000000	59.50
				DEPARTMENT 580 MT. MORIAH	TOTAL:	91.48
				FUND 607 MT MORIAH CEMETERY OPERAT	TOTAL:	91.48

PACKET: 03539 COMBINED - 6/2/15

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
01-0360	ABC BUSINESS SUPPLY					
		I-8441	610-4360-426	SUPPLIES FOOT PETAL FOR TRANSCRIPTION	000000	44.23
01-1003	VERIZON WIRELESS					
		I-9745527647	610-4360-424	RENTALS PHONE SERVICE - METERS	000000	40.01
01-2918	DAKOTACARE					
		I-051515	610-4360-415	GROUP INSURAN HEALTH INSURANCE - JUNE	000000	2,437.31
01-2994	CHAMBERLIN ARCHITECTS					
		I-5 - 2015	610-4360-422-01	CIP DESIGN AT DEADWOOD VISITOR CENTER	000000	480.44
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						3,001.99
01-0578	TWIN CITY HARDWARE & LU					
		I-D323077	610-4361-426	SUPPLIES OAK BOARD	000000	23.98
		I-D323290	610-4361-426	SUPPLIES BRUSHES, COUPLING, POLYURETHANE	000000	26.51
		I-D324301	610-4361-426	SUPPLIES FASTENERS	000000	2.30
		I-E18192	610-4361-426	SUPPLIES 24 PK WATER	000000	17.97
		I-E18395	610-4361-426	SUPPLIES BLADES	000000	2.99
		I-E19695	610-4361-426	SUPPLIES 24PK WATER, WASH ADDITIVE	000000	31.94
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-41284	610-4361-425	REPAIRS REPLACED BATTERIES	000000	585.98
		I-1-41287	610-4361-425	REPAIRS INSTALL WATER PUMP & BELT	000000	354.99
		I-1-41307	610-4361-425	REPAIRS REPLACED FAN CLUTCH SENSOR	000000	80.00
		I-1-41360	610-4361-425	REPAIRS REPLACED EXHAUST PIPE	000000	221.44
01-1348	EDDIE'S TRUCK SALES, IN					
		I-051315	610-4361-425	REPAIRS FAN CLUTCH	000000	1,043.14
01-1503	BLACK HILLS SPECIAL SER					
		I-3462-A	610-4361-422	PROFESSIONAL TROLLEY CLEANING - APRIL	000000	1,104.00
01-1626	SERVALL UNIFORM AND LIN					
		I-2262332	610-4361-426	SUPPLIES TOWELS & MATS	000000	58.25
		I-2265433	610-4361-426	SUPPLIES TOWELS & MATS	000000	49.40
		I-2268608	610-4361-426	SUPPLIES TOWELS & MATS	000000	58.25
		I-2272141	610-4361-426	SUPPLIES TOWELS & MATS	000000	49.40
01-2174	SPECIALTY VEHICLES					
		I-25270	610-4361-425	REPAIRS MOTOR, BLOWER	000000	504.88
		I-25283	610-4361-425	REPAIRS END CAP FOR TROLLEY	000000	124.15
01-2889	ATCO INTERNATIONAL					
		I-10433048	610-4361-426	SUPPLIES OVER-COTE	000000	213.00
01-2918	DAKOTACARE					

PACKET: 03539 COMBINED - 6/2/15

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
=====						
01-2918	DAKOTACARE		continued			
		I-051515	610-4361-415	GROUP INSURAN HEALTH INSURANCE - JUNE	000000	1,536.56
01-3851	HOMETOWN TROLLEY					
		I-1093	610-4361-425	REPAIRS REMOTE MIRROR SWITCH	000000	199.86
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						6,288.99

FUND 610 PARKING/TRANSPORTATION TOTAL:						9,290.98

PACKET: 03539 COMBINED - 6/2/15

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3151	KONE INC.					
		I-221750139	611-4362-425	REPAIRS	PARKING RAMP ELEVATOR SERVICE 000000	133.40
DEPARTMENT 362 MAIN STREET RAMP TOTAL:						133.40

FUND	611	MAIN STREET RAMP			TOTAL:	133.40

PACKET: 03539 COMBINED - 6/2/15

VENDOR SET: 01

FUND : 721 TIF #5 B.Y. DEVELOPMENT

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3673	LIBERTY NATIONAL BANK					
		I-050415	721-4000-429	OTHER TIF PAYMENT- #1-2015	000000	66,768.90
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	66,768.90
			FUND	721 TIF #5 B.Y. DEVELOPMENT	TOTAL:	66,768.90

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03539 COMBINED - 6/2/15

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0579	SD COMMISSION ON GAMING					
		I-052715	723-4000-429	OTHER	CITY SLOTS - PYMT 11, YR 3	000000
						18,852.27
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						18,852.27

FUND	723	NICKEL SLOT PAYMENT AGENCY	TOTAL:			18,852.27

PACKET: 03539 COMBINED - 6/2/15

VENDOR SET: 01

FUND : 724 TIF #7 FIRST GOLD

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3110	M.R. GUSTAFSON SELF-DIR					
		I-050415	724-4000-429	OTHER EXPENSE TIF PAYMENT #1-2015	000000	44,482.07
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	44,482.07
				FUND 724 TIF #7 FIRST GOLD	TOTAL:	44,482.07

5/29/2015 10:49 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 23

PACKET: 03539 COMBINED - 6/2/15

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3362	FIRST INTERSTATE BANK					
		I-052015	725-4000-429	OTHER EXPENSE TIF PAYMENT #1-2015	000000	27,010.02
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	27,010.02

				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	27,010.02
					REPORT GRAND TOTAL:	549,328.41

6-1-15
5D

5.28.050

G. A letter from the zoning administrator stating that the activity for which the license is sought has been approved by the planning and zoning commission and board of adjustment as appropriate under the zoning ordinance of the city, codified in Title 17 of this code. (Ord. 1101 (part), 2008; Ord. 1005 § 22-103, 2003; Ord. 978 (part), 2001; prior code § 22-103)

5.28.050 Investigation of applicants.

Application shall be made at least sixty (60) days prior to the commencement of the proposed business to enable the chief of police, or his or her designee, to investigate the qualifications of the applicant. The applicant shall cooperate with the investigation by providing proof of identification and any other reasonable information for the investigation. (Ord. 1010 § 1 (part), 2003; amended during 2004 codification; Ord. 978 (part), 2001; prior code § 22-104)

5.28.060 Fee, bond and duration of license.

A. The license fee under this chapter shall be seven hundred fifty dollars (\$750.00), payable in advance, for each fourteen (14) day period for any activity described herein that is to be conducted outside. The license fee under this chapter shall be two hundred fifty dollars (\$250.00), payable in advance, for each fourteen (14) day period for any activity described herein that is to be conducted inside. Each applicant shall file with their application, a bond to the city in the amount of five hundred dollars (\$500.00), which bond shall stay in effect for one (1) year from the time of its filing and which shall first be used to indemnify the city for any damages or be forfeited for continued operation of the business beyond the license date, and which also may be attached by any individual aggrieved by the acts or products of the licensee or his or her agents. Upon meeting the conditions specified by this chapter, the applicant may be issued a license for the location and the time period for which it is effective.

B. All establishments which possess a convention center liquor license qualify for a convention center vending permit. The license fee for a convention center vending permit shall be one thousand five hundred dollars (\$1,500.00), payable in advance, for one (1) calendar year. This permit allows for the establishment to have indoor or outdoor vending on their private property at the same location as their convention center liquor license. A vendor doing business inside or outside of a licensed convention center is not required to pay a vending permit fee to the city as it shall be covered under the convention center's license. The licensed establishment is required to provide the zoning administrator a monthly report that will include: Upcoming conventions or events that will have vending, a list of vendors that will attend conventions in the upcoming month along with their sales tax identification numbers. Convention center establishments will be subject to spot checks by the zoning administrator periodically to insure all of the information required by the city of Deadwood is being provided. A convention center vending license permit application may obtain approval or denial from the city of Deadwood planning and zoning board in a regular planning and zoning meeting. Convention center vending licenses require no review period prior to approval. (Ord. 1141 (part), 2011; Ord. 1101 (part), 2008; Ord. 978 (part), 2001; prior code § 22-105)

5.28.070 Temporary structures.

A. Temporary structures such as vending stands, reviewing stands, sheds, canopies, tents, awnings and fences may be erected only on private property zoned CH-commercial highway district, and C1 commercial district, except that no such structures shall be allowed in the locally designated historical district (planning unit 4), provided a temporary permit is obtained. Such permit shall be issued by the building inspector for a period not to exceed twenty-one (21) days.

B. All temporary structures shall be dismantled and removed from the premises no later than twenty-one (21) days after their construction or erection commenced. If the structure is not removed within that time, the city may remove the structure, or contract for its removal, and bring an action in any court of competent jurisdiction for the recovery of any costs.

Addl Info Regarding SD

DEADWOOD DAYS OF '76 RODEO GROUNDS COMPLEX EVENT AGREEMENT

This Agreement enter into this 6 day of April, 2015, by and between the City of Deadwood, a South Dakota municipality with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY" and APEX 1996, LLC, a South Dakota limited liability company, with its principal place of business located at 614 Main Street, Deadwood, SD 57732, hereinafter referred to as "APEX."

WHEREAS, the purpose of this agreement is to set forth the terms and conditions under which CITY rents to APEX the Deadwood Days of '76 Rodeo Grounds complex, hereinafter referred to as RODEO GROUNDS, owned by the City; and

WHEREAS, the CITY grants and APEX accepts a non-assignable right for APEX to use and occupy the RODEO GROUNDS in the City of Deadwood.

THEREFORE, the parties agree that the following terms and conditions must be met:

1. The RODEO GROUNDS shall be available beginning on July 28, 2015, at 8:00 a.m. The event by APEX shall end on August 10, 2015, at 10:00 p.m.
2. A non-refundable use fee pursuant to DCO 12.28.020 of \$500, per day totaling \$7,000, and shall be due and payable on May 1, 2015;
3. A cleaning/damage deposit shall be paid pursuant to DCO 12.28.040. The cleaning/damage deposit in the amount of \$1000 shall be paid to the CITY's Finance Offer by May 1, 2015. This deposit is refundable if the RODEO GROUNDS are cleaned properly and pass inspection by the CITY. In the event the RODEO GROUNDS passes city inspection the deposit will be refunded on August 11, 2015. If, however, the RODEO GROUNDS were not cleaned to the satisfaction of the Public Works Director, or there are damages to the facility,

equipment or surrounding grounds, part, or all of the deposit will be forfeited by APEX. All costs are at the sole discretion of the CITY;

4. Vendor fees pursuant to DCO 5.28 of \$750 per vendor shall be due and payable on June 1, 2015. Each vendor is required to obtain a vendor permit from the City of Deadwood Planning & Zoning office.

5. A preliminary site plan detailing the use of facilities shall be submitted to the CITY by May 1, 2015, and a final site plan shall be submitted by June 30, 2015, and shall be subject to the acceptance and approval of the CITY through its City Planner. The site plan must include the following:

a. A preliminary electrical service plan shall be submitted to the CITY by May 1, 2015, with a final plan to be submitted by June 30, 2015;

b. A plan detailing the set-up and clean-up of the RODEO GROUNDS shall be submitted to the CITY no later than June 30, 2015;

c. A refuse and sanitation plan concerning the disposal of refuse and trash and the number, placement and cleaning of restroom facilities during and after the event shall be submitted to the CITY and put into place no later than June 30, 2015;

d. A public safety plan detailing emergency medical and fire procedures shall be submitted to the City and put into place no later than June 30, 2015.

e. An access plan for CITY's Parks, Police and Fire Departments shall be submitted to the City and put into place no later than June 30, 2015;

6. A preliminary written plan for use of the alcohol license shall be submitted to the CITY by May 1, 2015, with the final plan submitted to the CITY and put into place no later than June 30, 2015;

7. A security plan shall be submitted to the CITY and put into place no later than June 30, 2015;

8. A written schedule of activities detailing the type of activity, date of activity, time of activity and duration of activity shall be submitted to the CITY by July 1, 2015;

9. A written agreement with the South Dakota Department of Transportation for a signal light at the intersection of 76 Drive and Main Street and for permission for any proposed signage in the right-of-way, shall be submitted to CITY and put into place no later than June 1, 2015;

10. A written access agreement with Deadwood History, Inc. for access to the Days of '76 Museum, shall be submitted to the CITY and put into place no later than June 30, 2015.

11. APEX shall comply with the CITY's sound ordinance under DCO 8.12;

12. Any and all food service shall comply with SDCL § 34-18;

13. CITY has previously approved an event entitled Iron Horse Deadwood, to take place in the RODEO GROUNDS on August 8, 2015, with Bone Daddy's. APEX shall acknowledge this previously scheduled event and cooperate with Bone Daddy's regarding use of the RODEO GROUNDS so that both events may take place in the RODEO GROUNDS on August 8, 2015.

14. APEX shall provide the CITY with copies of all business and sales tax licenses used on site and a final list of vendors no later than July 24, 2015.

15. CITY reserves the right to request clarification or additional information for any report or plan submitted regarding this event.

16. APEX shall carry public liability insurance in the minimum amount of two million dollars (\$2,000,000.00) per accident, shall name the CITY as additional insured and shall provide the City with evidence of such insurance.

17. APEX 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 APEX in connection with this agreement or services performed or materials provided pursuant to this contract;

18. APEX 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;

19. Failure to comply with the terms and conditions of this Agreement may result in a cancellation of the event by the CITY.

20. APEX shall abide by all local ordinances, state and federal laws. APEX shall not permit the consumption, mixing or sale of alcoholic beverages on the premises, except and unless they have prior approval by the CITY for the consumption of or blending of alcoholic beverages. Under no circumstances will such approval constitute authority for the sale of alcoholic beverages as provided by law.

21. APEX shall comply with and enforce the RODEO GROUNDS "no colors" policy regarding gang attire, for the RODEO GROUNDS.

22. APEX understands that the RODEO GROUNDS is a non-smoking property with very limited areas designated for smoking. APEX shall comply with and enforce the non-smoking policy for the RODEO GROUNDS.

[signatures and acknowledgements on following page]

Dated this 6 day of April, 2015.

CITY OF DEADWOOD

By Charles Turbiville
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
Mary Jo Nelson
City Finance Officer



Dated this ___ day of _____, 2015.

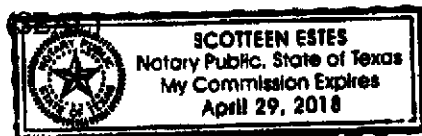
APEX 1996, LLC

By Tommy Merritt
Tommy Merritt, Member

State of Texas)
~~South Dakota~~) SS
County of Gregg)

On this 27 day of April, 2015, before me, the undersigned officer, personally appeared Tommy Merritt, 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.

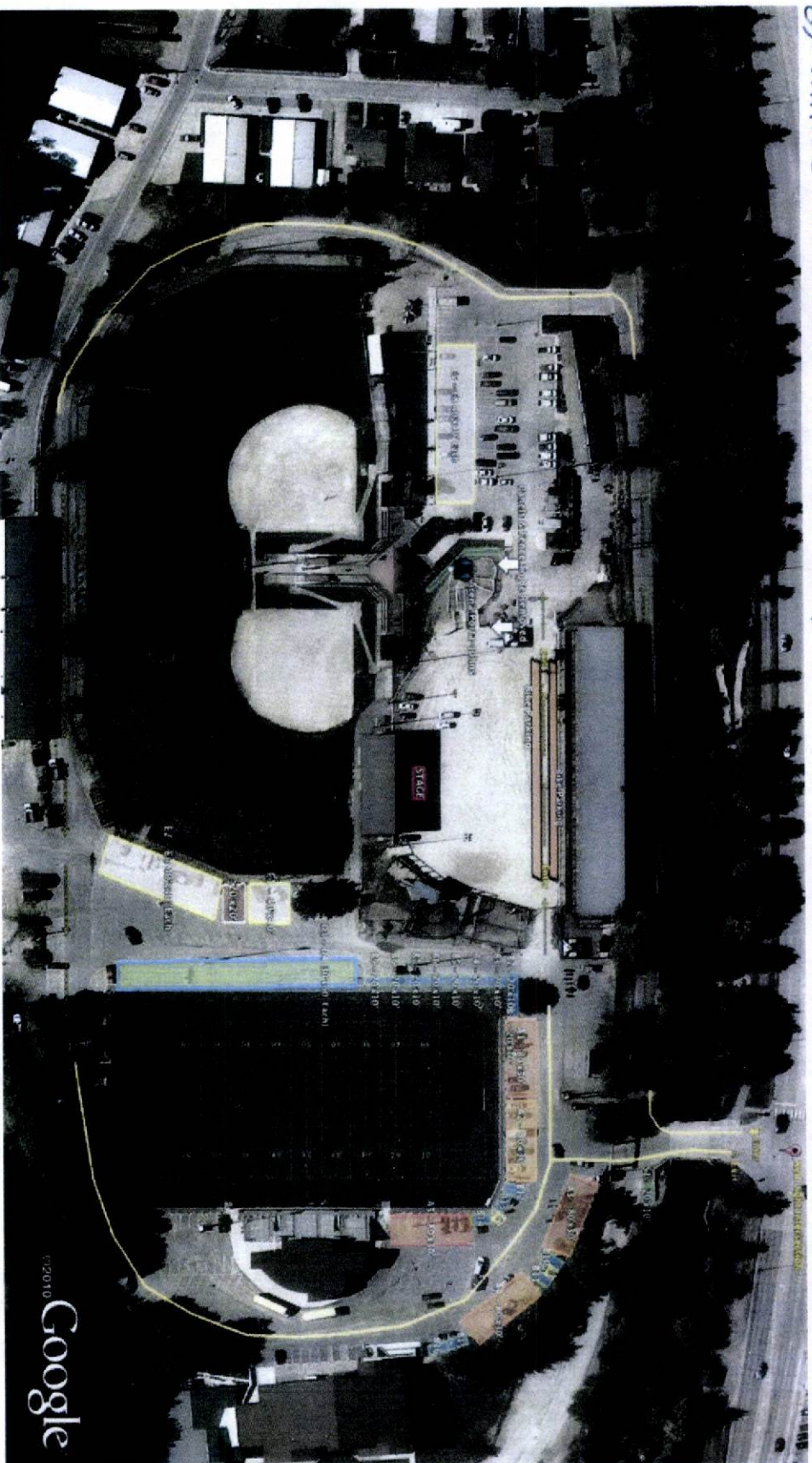


Scotteen Estes
Notary Public
My Commission Expires: 4/29/2018

Item 5- Preliminary

EVENT SITE PLAN

3). Utilize current electrical outlets & system



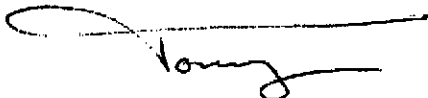
**Party in the Blackhills
APEX 1996, LLC
Preliminary Alcohol Plan
Item # 6**

4/24/2015

Our preliminary plan for use of the alcohol license is to sell beer, wine, and liquor utilizing all the existing Days of 76 facilities and additional portable bar locations & facilities on the arena grounds and in the vendor area utilizing a non-profit organization license, and having the open container waiver in place.

- Experienced servers will be utilized after receiving, formal awareness training. (TIPS).
- Rules and Regulations will be clearly displayed.
- A designated driver plan will be in effect.
- Service will be from 10 am to 2 am.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Merritt', with a long horizontal line extending from the end of the signature.

Thomas C. Merritt



1520 Haines Ave., Suite 3
Rapid City, South Dakota 57701-0710
Phone: 605-394-2332
Fax: 605-394-6076

Item 14

APEX 1996 LLC
118 N KILGORE ST
KILGORE, TX 75662

April 24, 2015

Dear APEX 1996 LLC

Below is your current South Dakota tax license. It is non-transferable and shall be valid only for the person or entity named on the license. The license is for the transaction of business at the place designated on the license. The license is to be conspicuously displayed at the place of business.

Please review your information and contact our department if there are any changes in ownership, names, or addresses. If you have a Streamlined sales tax license any changes must be made through the Streamlined Registration System at www.streamlinedsalestax.org.

For more information, visit our website at <http://dor.sd.gov>, call the Department of Revenue at 1-800-828-9188 weekdays from 8:00 am to 5:00 pm Central Time or e-mail us at bustax@state.sd.us. Thank you.

If you are a sole proprietor or general partnership and your last name is not contained in the name of your business you need to file your business name and ownership information with the South Dakota Secretary of State. You can do this online at: www.sdsos.gov. Or you can file a paper form with the Register of Deeds in each county where your business is located. For more information about this registration contact the Secretary of State at (605) 773-3537.

Website: <http://dor.sd.gov>

SD EPath: <http://dor.sd.gov/EPath>



<http://dor.sd.gov>

ISSUE DATE: 04/24/2015

EXPIRATION DATE:

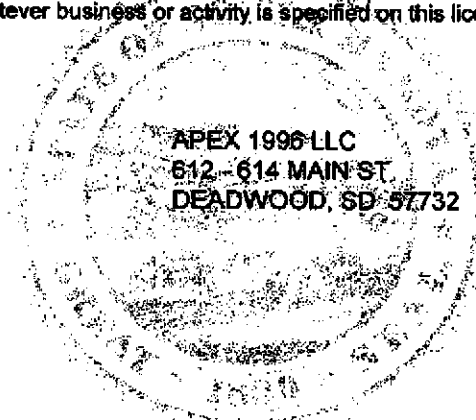
LICENSE NUMBER: 1029-4058-ST

LICENSE TYPE: Sales Tax

ISSUED TO:

APEX 1996 LLC
612 - 614 MAIN ST
DEADWOOD, SD 57732

Having made proper application therefore, and upon compliance with all applicable laws and regulations of the state of South Dakota, this license is hereby issued to the below named. This license remains the property of the state of South Dakota and while in possession of the person to whom issued, entitles the licensee to transact whatever business or activity is specified on this license, until this license expires or is cancelled.



Andy Gerlach
Secretary of Revenue

NON-TRANSFERABLE

www.state.sd.us/drr

DEADWOOD

POLICE DEPARTMENT

Kelly K. Fuller, Chief of Police

6-1-15
56

DATE: May 27, 2015

TO: Mayor Turbiville; Deadwood City Commissioners

FROM: Kelly Fuller – Chief of Police

REFERENCE: Sound Testing – Shirttail Gulch Subdivision

On May 27, 2015 at approximately 1000 hours, Officer Kip Mau, Lt. Kenneth Mertens and I met with Mr. Greg Vecchi, owner of Weapons Concepts. We met with Mr. Vecchi at his outdoor shooting range, which is located within Deadwood City Limits at 251 U.S. Highway 14A. The purpose of this interaction was to perform sound testing within areas of the Shirttail Gulch Subdivision. This informal study was to determine how noise levels were affected in the subdivision by the discharge of various firearms from the range location. It should be noted that the outdoor temperature was approximately 69 degrees, skies were overcast and the wind was calm during the duration of the testing. All sound measurements were taken using an American Recorder Technologies SPL-8810 Sound Pressure Level Meter.

Meters that measure sound levels work by calculating the pressure of sound waves traveling through the air from a source of noise. Devices like the one used give a measurement of sound intensity in units called decibels (dB), a scale first devised by telephone pioneer Alexander Graham Bell. I have included a quick guide to everyday loudness for comparison in this study.

LEVEL IN DECIBELS	TYPICAL EVERYDAY EXAMPLE
10dB	Rustling or falling leaves
20dB	Watch ticking
30dB	Birds flying by
40dB	Quiet conversation
50dB	Louder conversation
60dB	Quiet traffic noise
70dB+	Louder traffic
80dB+	Loud highway noise at close range
85dB	Hearing damage after approximately 8 hours
100dB	Jackhammer (pneumatic drill) at close range

Thirteen different firearms were used to conduct the study. These firearms included a wide range of calibers and types (pistols, rifles and a shotgun), which provided an adequate simulation of typical range use. All shots were fired from the first shooting lane, which is located the closest to the Shirttail Gulch Subdivision. All weapons were fired three times for each location.

Sound measurements were taken and documented at three different locations. The first location was 20779 Rogers Lane, which is the residence of Donald W. Bakke. I attempted to make contact with Mr. Bakke and determined that he was not home. All measurements at this location were taken from the middle of his driveway. The second location was near 11739 and 11740 W. Three Bar Circle. The third location was at the source, or standing directly behind the shooter as the firearm was discharged.

I documented average ambient noise at each location as well as the maximum dB reading for each firearm as it was fired. Average ambient noise levels were determined by taking readings at each location for approximately one minute and averaging them. Ambient noise represents the level of naturally occurring noise before a suspected intrusion. Below, please find the results for each location:

LOCATION: 20779 Rogers Lane

AVG. AMBIENT NOISE: 36dB

WEAPON/CALIBER	MAX. dB
.500 S&W	37.4
Ruger .357	34.2
Taurus .357	No Impact
Glock 17 .9mm	No Impact
UZI	No Impact
Ruger .45LC	No Impact
Bersa .380	33.2
Mossberg 12ga.	32.4
AK47	34.7
AR .223	35.1
Rossi .45LC	No Impact
.270	35.5
.308	35.2

FINDINGS: Little to no impact at this location. Most firearms tested resulted in lower readings than average ambient noise levels or could not be heard. Highest readings received caused by birds and a barking dog.

LOCATION: W. Three Bar Circle

AVG. AMBIENT NOISE LEVEL: 39.0dB (42)

WEAPON/CALIBER	MAX. dB
.500 S&W	59.0
Ruger .357	47.0
Taurus .357	49.2
Glock 17 .9mm	44.5
UZI	45.9
Ruger .45LC	41.6
Bersa .380	46.7
Mossberg 12ga.	46.2
AK47	51.9

AR .223	57.0
Rossi .45LC	42.2
.270	54.6
.308	53.1

FINDINGS: All firearms could be heard at this location. Impact to noise levels varied from 20dB (.500 S&W) to 2.6dB (Ruger .45LC)

LOCATION: Source

AVG. AMBIENT NOISE LEVEL: 51dB

WEAPON/CALIBER	MAX. dB
.500 S&W	97.9
Ruger .357	97.2
Taurus .357	87.7
Glock 17 .9mm	96.2
UZI	95.3
Ruger .45LC	83.9
Bersa .380	90.8
Mossberg 12ga.	91.9
AK47	90.7
AR .223	95.6
Rossi .45LC	86.2
.270	90.0
.308	96.7

FINDINGS: In addition to taking the normal readings at the source, I took measurements during the firing of multiple weapons at the same time and during a prolonged burst from a fully automatic weapon. I determined that under these circumstances, max. readings were not affected and did not increase.

For purposes of comparison, I asked Lt. Mertens to take a few noise level measurements on Deadwood's Main Street. One of these measurements was taken during the "shootout" on Main Street, which, occurs every day at 2pm, 4pm and 6pm.

Average ambient noise on 600 block of Main Street at 3:35pm: 61.8dB
Main and Wall Street "shootout" at 4:00pm: 91.7dB

Respectfully Submitted,

Kelly K. Fuller
Chief of Police

REGULAR MEETING, June 16, 2014

QUICK TROPHY	PLATE	33.99
RAPID DELIVERY	SERVICE	21.20
RASMUSSEN	MAINTENANCE	4,110.32
REDBOOK	SUBSCRIPTION	21.97
RENNER, DONOVAN	REIMBURSEMENT	229.95
ROCKINGTREE LANDSCAPES	TREE	215.00
ROGER BROOKS	SERVICE	12,000.00
SABO CONSTRUCTION	PROJECT	7,455.00
SCHUMACHER, DUSTIN	REIMBURSEMENT	25.02
SD DEPT. OF CORRECTIONS	FIREWISE	4,506.91
SD DEPT. OF ENVIRONMENT	SERVICE	650.00
SD FEDERAL PROPERTY AGENCY	SUPPLIES	250.00
SD MAGAZINE	RENEWAL	69.00
SD MUNICIPAL LEAGUE	WORKSHOP	100.00
SD ONE CALL	SERVICE	33.30
SD PUBLIC HEALTH LAB	TESTING	13.00
SD STATE ARCHIVES	MICROFILM	28.80
SD STATE HISTORICAL SOCIETY	RENTAL	80.00
SDN COMMUNICATIONS	SERVICE	571.20
SERVALL	SUPPLIES	4,220.50
SHEDD, JIM	SERVICE	150.00
SOUTHSIDE SERVICE	TIRES	723.20
SPEARFISH HUSKY	SUPPLIES	364.00
SPEIRS, MARK	SERVICE	150.00
STREICHER'S	SUPPLIES	84.99
STRETCH'S	REPAIR	462.91
STURDEVANT'S	SUPPLIES	725.01
SUBWAY	SUPPLIES	36.00
SUMMIT SIGNS	SIGNAGE	82.00
SUPERIOR SANITATION	INSPECTION	550.00
TDG COMMUNICATIONS	PANELS	6,658.50
TOM'S T'S	SUPPLIES	47.35
TRIDDLE, JOHN	SUPPLIES	105.69
TRUGREEN CHEM-LAWN	SERVICE	236.50
TWILIGHT	SUPPLIES	329.20
TYLER TECHNOLOGIES	RENEWAL	688.00
UPSTART	SUPPLIES	66.32
VERMEER HIGH PLAINS	SHARPENING	80.00
VICTOR STANLEY	BENCHES	2,462.00
WASTE CONNECTIONS	SERVICE	8,808.22
WELLS PLUMBING	SERVICE	99.31
WHITE'S CANYON	SERVICE	57.18
WWHA	RENEWAL	60.00
WYSS ASSOCIATES	SERVICE	1,564.27

TOTAL \$452,043.01

ITEMS FROM CITIZENS ON AGENDA

Renewal

Silvernail moved, Van Den Eykel seconded to approve the renewal and enroll in E-Dakotacare health insurance option for city employees. Finance Officer Nelson informed the Commission that if approved, city will renew existing policy with 5% increase at no additional cost to the employee. If the employee chooses to individualize their plan, they pick up the additional cost. Roll Call: Aye-All. Motion carried.

Funding

Alan Anton on behalf of Twin City Clothing Center asked the Commission for funding. He stated the store has to vacate the current space and will be moving to a new location at the old First National Bank in Lead, which will incur additional expenses. Commissioner Silvernail asked if the City of Lead will share this expense. Anton stated that Lead has given the Center small grants in previous years. After discussion, Van Den Eykel moved, Silvernail seconded to approve funding in the amount of \$3,260.00 for Twin City Clothing Center. Anton extended his sincere appreciations. Mayor Turbiville thanked him for coming. Roll Call: Aye-All. Motion carried.

Recommendation

Van Den Eykel moved, Silvernail seconded to approve Bid 7 recommendation to allocate \$550,000.00 to Deadwood Mountain Grand and \$1,500.00 to purchase flowers on Main Street. Roll Call: Aye-All. Motion carried.

Request (continued from June 2, 2014)

Greg Vecchi, Weapon Concepts, asked the Commission for a variance to discharge firearms in city limits and use slag pile property for firearms range operation. Vecchi stated this would be a closed range, operated by members of his company. He also stated this variance is similar to the one the Commission granted last year. Vecchi stated his range would not allow shooting in the air, corn bales would be available to contain the lead and he will adhere to the noise ordinance. Police Chief Fuller stated looking at the site there were no safety concerns and recommended approval of request. Silvernail moved, Ruth seconded such request. Roll Call: Aye-All. Motion carried.



REGULAR MEETING, June 2, 2014

SD STATE ARCHIVES
SD STATE HISTORICAL
SOUTHSIDE OIL
SPECIALTY VEHICLES
SUMMIT SIGNS
TEMPERATURE TECHNOLOGY
THE WOOD GROTT
TODDY BOY'S
TRUGREEN
TSP THREE
TWIN CITY HARDWARE
VERIZON WIRELESS
WHITE'S CANYON
WCW

PROJECT	3,034.80
EXHIBIT	15,000.00
GAS	35,646.41
SUPPLIES	654.28
SIGNS	149.00
REPAIRS	379.80
PLAQUES	76.00
PROJECT	258.12
SERVICE	124.75
PROJECT	11,130.75
SUPPLIES	5,921.86
SERVICE	350.82
FORD	46,430.00
SERVICE	2,123.32

TOTAL \$468,709.69

ITEMS FROM CITIZENS ON AGENDA

Variance Request

* Commission discussed the request for variance to discharge firearms in city limits and use slag pile property for firearms range operation. After discussion, Todd moved, Silvernail seconded to continue the variance to discharge firearms in city limits for review by safety committee and Police Chief to do on site tour. Roll Call: Aye-All. Motion carried.

Rodeo Ground Request

Days of '76 member, Ted Thompson asked the Commission to use rodeo grounds at no fee for Steer Roping Event on June 7 and 8, 2014. Silvernail moved, Ruth seconded request. Roll Call: Aye-All. Motion carried.

Trolley Request

Todd moved, Van Den Eykel seconded to allow the use of one trolley on July 19, 2014 for Pioneer Society house tours from 11:30 a.m. to 5:00 p.m., and waiver of trolley fee. Roll Call: Aye-All. Motion carried.

Trolley Request

Chelsie Bauer, representing Deadwood History Inc. requested permission for trolley to transport Archeology Camp students to Pillar Peak road and return on July 10 through 12, July 21 through 24, and on July 25, 2014 from Adams House to Days of '76 Museum for parade. Ruth moved, Silvernail seconded request. Roll Call: Aye-All. Motion carried.

CONSENT

Silvernail moved, Van Den Eykel seconded to approve the following consent items. Roll Call: Aye-All. Motion carried.

Agreement

Permission for Mayor to sign loan agreement with Ft. Meade Museum for use of Poker Alice hat and case from June 3, 2014 to October 31, 2014.

Wage Increase

Permission to increase wage of lifeguard Brook Bialas from \$8.00 an hour to \$8.28 an hour effective May 28, 2014 after one year of service.

Reappoint

Reappoint Mary Jo Nelson to board of Deadwood History Inc. for one-year term ending May 31, 2015.

Fire Roster

Add Shelley Corbitt and remove Seth Martens from the Volunteer Fire Department roster for workers compensation purposes effective May 20, 2014.

Agreements

Permission for Mayor to sign Indemnification Agreement with Boot Hill Tours.

Permission for Mayor to sign agreement with Deadwood Stage Tours LLC for Horse Drawn Vehicle Permit.

Letter

Allow the Mayor to sign letter to Department of Transportation to support the idea that shared use of facility construction will enhance use of Mickelson Trail grant.

Public Hearings

Set public hearing on June 16, 2014 at 5:00 p.m. for July 4th, street closure from 3:00 p.m. until parade ends.

Set public hearing on June 16, 2014 at 5:00 p.m. for July 4th street closure for Kid's Coaster Races from 9:30 a.m. to 12:00 p.m.

—— Forwarded message ——

From: **Deb Fegueroa** <healthloveandmoney@gmail.com>

Date: Fri, May 29, 2015 at 11:28 AM

Subject: Concerns over the Agreement between Deadwood and Weapon Concepts, LLC

To: Tim Davis <tdindeadwood@gmail.com>

• **Mayor Charles "Chuck" Turbiville**

767 Main Street□

Deadwood, SD 57732□mayor@cityofdeadwood.com

• (605)722-6939 (wk)□(605)920-1657 (cell)

• **David Ruth Jr.**

35 Madison Street□

Deadwood, SD 57732□(605)920-1192 (cell)

• **Mark Speirs**□

34 Van Buren Street □

Deadwood, SD 57732

• mark.speirs1952@gmail.com

• (605)578-1179

• **Gary Todd**

4 Spring Street□

Deadwood, SD 57732□(605)578-2056 (hm)

• **Jim Van Den Eykel**

□PO Box 666□

Deadwood, SD 57732□(605) 722-4975 (hm)

Currently we are on the Agenda for the June 1st ,2015 meeting.

We are requesting the Variance be revoked. On the grounds that Deadwood City Ordinance sec. 09.24.020 clearly states Deadwood prohibits the discharge of firearms within city limits. We are asking you to re-enforce this Ordinance for the safety of the surrounding residences, businesses and incoming/outgoing Traffic along the Hwy's that are in close proximity of the Firing Range known as Weapon Concepts, LLC.

We live in the Shirt Tail Gulch Subdivision just on the edge of Deadwood City Limits and are able to clearly hear the gun fire from our home, it is truly disturbing to our peace of mind that Deadwood would allow such a business. We were never notified of such a business and asked for our input. As you know Deadwood is in a Gulch and sound vibrates through the Hills which is why you have a Noise Ordinance in place to protect your residents and valuable Tourists that enjoy coming to your beautiful city for their vacations.

We ask that you please consider our Request. Please review the attached documents and refer back to the minutes of prior meetings granting this Variance.

Again I do not believe the surrounding land owners or Lawrence County Commissioners were ever considered prior to signing the contract with Weapon Concepts nor any type of Sound testing was done.

I feel the important leg work that should of been done was overlooked and rush decisions was made at the detriment of Families that have invested in living and visiting the beautiful black hills.

The Davis and Debra Page family
11235 E. Union Bay Circle
Minneapolis, MN 55425

—
2/11

—— Forwarded message ——

From: **Deb Fegueroa** <healthloveandmoney@gmail.com>

Date: Thu, May 28, 2015 at 8:44 PM

Subject: Discharge of weapons is our strongest case.. Noise if we can get the Amish Furniture Store to speak

To: Harvey Kelley <harvk@santel.net>, Dan & Diane DesLauriers <d-desldm@santel.net>, Tim Davis <tdindeadwood@gmail.com>

Chapter 9.24 WEAPONS

Sections:

9.24.010 Carrying unconcealed weapons.

9.24.020 Discharging weapon.

9.24.030 Weapons in alcohol establishments.

9.24.040 Violations.

9.24.010 Carrying unconcealed weapons.

No person shall carry about his or her person, upon any public transportation conveyance or trolley, any unconcealed pistol or antique firearm or other firearm, slingshot, brass knuckles or other material, or any slap jack, sand bag, dagger, bowie knife, dirk knife, or other dangerous or deadly weapon, or any instrument or device which when used is likely to produce death or great bodily harm. Any peace officer may wear or carry such weapons as may be necessary and proper for the discharge of his or her official duties.

(Ord. 1016 § 20-400, 2004; Ord. 1010 § 1 (part), 2003; amended during 2004 codification; prior code § 20-400)

9.24.020 Discharging weapon.

A. No person may discharge a pistol, revolver or other handgun or firearm within the city limits of Deadwood, or discharge the same earlier than ten (10) minutes prior to any permitted theater, skit or street performance without first obtaining a written permit from the city.

B. A firearm for the purposes of this chapter shall be defined as any pistol, revolver, handgun or other firearm capable of discharge by use of gunpowder. A firearm shall not include an "antique firearm" as defined in SDCL 22-1-2(4) as follows:

"Antique firearm," any firearm, including any firearm with a matchlock, flintlock, percussion cap or similar type of ignition system, manufactured before 1899, and any replica of any firearm described in this section if such replica is not designed or redesigned for using rimfire or conventional centerfire fixed ammunition or if it uses rimfire or conventional centerfire fixed ammunition which is no longer manufactured in the United States and which is not readily available in the ordinary channels of commercial trade.

(Ord. 1016 § 20-402, 2004; prior code § 20-402)

§ 9.24.030 Weapons in alcohol establishments.

A. It is unlawful for any person to enter or have in his or her possession while on the premises of any establishment which serves alcohol any firearm or any knife, or any sharp or dangerous weapons such as is usually employed in the attack or defense of a person.

B. This section shall not apply to a folding knife that has a blade less than three inches in length, provided such knife is in a closed position.

C. Nothing in this section shall prohibit the owner or employee of any licensed establishment to maintain an otherwise legal weapon on the premises or to prohibit any duly appointed law enforcement officer from entering such premises in the line of his or her duty while bearing arms.

(Prior code § 20-403)

§ 9.24.040 Violations.

A violation of this chapter is a Class 2 misdemeanor punishable by thirty (30) days in jail, a two hundred dollar (\$200.00) fine or both.

(Ord. 1016 § 20-404, 2004)

----- Forwarded message -----

From: **Deb Fegueroa** <healthloveandmoney@gmail.com>

Date: Thu, May 28, 2015 at 8:38 PM

Subject: Variance by definition in Deadwood

To: Harvey Kelley <harvk@santel.net>, Dan & Diane DesLauriers <ddesldlm@santel.net>, Tim Davis <tdindeadwood@gmail.com>

Chapter 17.80

VARIANCES

Sections:

Where does Firing Come into play?
RANGES

17.80.010 Zoning variance appeals to board and decisions of board.

17.80.010 Zoning variance appeals to board and decisions of board.

The purpose of the variance is to modify the strict application of the specific requirements of this title in the case of exceptionally irregular, narrow, shallow or steep lots, or other exceptional conditions, whereby such strict application would result in practical difficulty or unnecessary hardship which would deprive an owner of the reasonable use of his or her land. The variance shall be used only where necessary to overcome some obstacle which is preventing an owner from using his or her lot as this title intended.

A. Application. A property owner may make application to the board of adjustment for a variance. Such application shall be made on forms obtained from the city zoning administrator and shall include an abstract or certificate of title, deed or other document to prove ownership of land and the application fee.

B. Public Hearing. Upon receipt of a complete application, required supportive material as set forth in subsection E of this section and submittal of the fee set by resolution by the city commission, the board shall hold a public hearing, having first given a minimum of ten (10) days notice. Such notice of the time and place of such hearing shall be published in the officially designated newspaper of the city, and the property shall be posted by an official sign provided by the city. The board shall consider and decide all applications for variances within thirty (30) days of such public hearing and in accordance with the standards provided below.

C. Standards for Variances. In granting a variance, the board shall ascertain that the following criteria are met, and presented at the public hearing or otherwise included in the record.

1. A variance may be appropriate where, by reason of exceptional narrowness, shallowness, or shape or by reason of other exceptional topographic conditions or other extraordinary conditions on a piece of property, the strict application of any regulation enacted under this title would result in peculiar, exceptional and undue hardship on the owner of such property. The aforesaid circumstances or conditions shall be set forth in the findings of the board.

2. Variances shall not be granted to allow a use otherwise excluded from the particular district in which requested.

3. Any variance granted under the provisions of this section shall be the minimum adjustment necessary for the reasonable use of the land.

4. The granting of any variance is in harmony with the general purposes and intent of this title and will not be injurious to the neighborhood, and/or detrimental to the public welfare, or in conflict with the established policies of the city.

5. There must be proof of practical difficulty, which may be based upon sufficiently documented economic factors, but such proof shall not be based solely upon or limited to such economic factors. Furthermore, the hardship complained of cannot be self-created, nor can it be established on this basis by one who purchases with or without knowledge of the restrictions; it must result from the application of this title; it must be suffered directly by the property in question; and evidence of variance granted under similar circumstances shall not be considered.

6. That the proposed variance will not impair an adequate supply of light and air to adjacent properties, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

7. A fee, as adopted by resolutions, due and payable prior to the public hearing, shall be paid to the zoning administrator as agent for the board to cover the costs of notices and other expenses incidental to the hearing.

8. The applicant has proven that he or she is the owner of the property, or is his or her officially designated agent and has presented proof thereof.

D. Requirements for the Granting of a Variance. Before the board shall have the authority to grant a variance, the person claiming the variance has the burden of showing:

1. That the granting of the permit will not be contrary to the public interest;
2. That the literal enforcement of this title will result in unnecessary or unreasonable hardship;
3. That by granting the permit, substantial justice will be done.

The board of adjustment may vote to approve, deny or approve with conditions the application for a variance.

E. Required Supportive Materials. Site Plan: three copies of a site plan must be submitted with the application. The site plan must show all data pertinent to the proposed variance, which shall include at a minimum the following:

1. Date of drawing;
2. Scale;
3. North arrow;
4. Name of person or firm who drew the plan; and
5. Locations and dimensions of property lines, abutting rights-of-way, easements, required setbacks, off-street parking, proposed landscaping and exiting for proposed structures.

F. A variance shall be null and void two years from the date it is granted unless completion or substantial construction has taken place. The board of adjustment may extend the variance for an additional period not to exceed one year upon the receipt of a written request from the applicant demonstrating good cause for the delay.

G. If upon review by the zoning administrator, a violation of any condition, imposed in approval of a variance is found, the administrator shall inform the applicant by registered mail of the violation and shall require compliance within sixty (60) days, or the administrator will take action to revoke the permit. The administrator's letter, constituting notice of intent to revoke variance may be appealed to the board of adjustment within thirty (30) days of its mailing. The board of adjustment shall consider the appeal and may

affirm, reverse or modify the administrators notice of intent to revoke. The applicant must comply with the board of adjustment's order on appeal of notice of intent to revoke variance within thirty (30) days of the board's decision.

(Ord. 952 (part), 1999; Ord. 831 § 10.10, 1992)

22 41

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22 41

----- Forwarded message -----

From: **Deb Fegueroa** <healthloveandmoney@gmail.com>

Date: Thu, May 28, 2015 at 8:34 PM

Subject: Note Firing Ranges are not on this list

To: Deb Fegueroa <healthloveandmoney@gmail.com>, Tim Davis <tdindeadwood@gmail.com>, Dan & Diane DesLauriers <ddesldlm@santel.net>, Harvey Kelley <harvk@santel.net>

Chapter 17.40
CH COMMERCIAL HIGHWAY DISTRICT

Sections:

Note: Firing Ranges Not Listed

17.40.010 Intent.

17.40.020 Uses permitted by right.

17.40.030 Conditional uses.

17.40.040 Area and bulk requirements.

17.40.010 Intent.

The CH commercial highway district is intended to provide locations for commercial uses, which require access to roads and highways, and substantial amounts of parking.

(Ord. 831 § 3.7, 1992)

17.40.020 Uses permitted by right.

Property in the CH commercial highway district shall be used for the following purposes or any use which the planning commission considers comparable to another use which is directly listed under this section.

1. Adult education facility;
2. Animal clinic;
3. Auditorium, indoor theaters;
4. Auto parking lots (commercial);
5. Auto sales and service;
6. Auto service station and garage;
7. Auto accessory part and repair;
8. Auto wash and polish service;

9. Bakery;
10. Banks;
11. Barber shops and beauty shops;
12. Book, hobby, toy and music stores;
13. Bowling alley;
14. Chiropractic office;
15. Civic youth social/fraternal organization;
16. Convenience stores;
17. Delicatessen;
18. Department, dry goods and variety stores;
19. Drive-in restaurants;
20. Dwelling unit, for hired personnel only;
21. Electrical and household appliance stores, sales and service;
22. Florist;
23. Frozen food lockers, not including slaughtering on the premises;
24. Fuel storage tanks, above and below ground;
25. Furniture stores;
26. Gaming (within city boundaries as of November 1, 1989);
27. Gasoline service station;
28. Hardware stores;
29. Hotels and motels;
30. Indoor amusement establishment;
31. Insurance, real estate, investment offices;
32. Laundromat;
33. Libraries and museums;
34. Liquor stores;
35. Mail order;
36. Medical and dental clinics;
37. Miniature golf;
38. Music, radio and television stores;
39. Novelty, curio, antique and souvenir shops;
40. Paint stores;

41. Parks, recreation land;
42. Pet shops;
43. Photographic equipment sales and service;
44. Printing, photocopying, blueprint service;
45. Professional/accounting service offices;
46. Radio and television studios;
47. Restaurant, bar and lounge;
48. Schools, vocational and technical;
49. Second-hand stores;
50. Shoe stores;
51. Shoe repair;
52. Sporting goods stores;
53. Travel bureaus; and
54. Wildlife preserves.

(Ord. 900 (part), 1995; Ord. 831 § 3.7.1, 1992)

17.40.030 Conditional uses.

The following uses, or any use which the planning commission considers comparable to another use which is directly listed under this section, may be permitted in the CH commercial highway district under the provisions of Chapter 17.76, Conditional Uses.

1. Animal hospital for large animals;
2. Animal hospital for small animals;
3. Bed and breakfast;
4. Building materials supply;
5. Bus, train and airline terminals;
6. Camping areas;
7. Churches and related uses;
8. Condominium(s);
9. Day care centers;
10. Duplexes;
11. Dry cleaning;
12. Dwelling unit, multiple-family;
13. Dwelling unit, single-family;

14. Efficiency living unit;
15. Electrical distribution lines - underground (k.v. or less)
16. Electrical, heating, painting, plumbing, roofing and ventilating shops and service;
17. Equipment rental;
18. Fire and police stations;
19. Gas distribution lines;
20. Gas regulator stations;
21. Gas transmission lines;
22. Governmental offices;
23. Group care facility;
24. Group home for developmentally disabled;
25. Home occupations;
26. Homes for the aged;
27. Hospitals;
28. Hostel;
29. Laundry;
30. Machine shops;
31. Massage therapy office, city license required;
32. Mortuaries;
33. Nursing homes;
34. Residential care facility;
35. Sanitariums, mental institutions;
36. Sewer collection lines;
37. Sewer lift stations;
38. Tattoo business, state license required;
39. Telephone lines;
40. Television cables - only below ground;
41. Utility offices;
42. Valet parking;
43. Warehouse (storing of goods connected with an industrial operation - "No Hazardous Materials");
44. Water pumping stations;

45. Water storage tanks - above ground either wholly or partially; and

46. Water storage tanks - in ground.

(Ord. 1026 (part), 2004; Ord. 952 (part), 1999; Ord. 915 (part), 1996; Ord. 900 (part), 1995; Ord. 851 (part), 1993; Ord. 831 § 3.7.2, 1992)

Ord.

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Ord.

**AGREEMENT BETWEEN THE CITY OF DEADWOOD
AND
WEAPON CONCEPTS, LLC**

This Agreement, dated this ____ day of _____, 2014, 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 WEAPON CONCEPTS, LLC of 251 U. S. Highway 14A, Deadwood, South Dakota, hereinafter referred to as "WEAPON CONCEPTS."

WHEREAS, WEAPON CONCEPTS has been approved by the CITY to operate a shooting range located at 251 U.S. Highway 14A, within the city limits of Deadwood, SD, hereinafter referred to as the "Range;"

AND WHEREAS, Revised Ordinances of the City of Deadwood, South Dakota, 2003, section 09.24.020, prohibits the discharge of firearms within city limits without a permit issued by the CITY;

AND WHEREAS, The CITY agreed to grant WEAPON CONCEPTS a variance of ordinance 09.24.020 permitting the discharge of firearms upon the Range at its regular meeting on June 16, 2014, hereinafter referred to as the "Variance," on the conditions set forth in this Agreement;

AND WHEREAS, WEAPON CONCEPTS, in order to obtain said Variance, agrees to operate the shooting range in conformity with the conditions set forth in this Agreement;

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. The CITY shall have the authority to review the issuance of the Variance at any time and place additional stipulations to mitigate problems arising subsequent to the issuance of the Variance;
3. WEAPON CONCEPTS shall be responsible for the operation and maintenance of the Range;
4. WEAPON CONCEPTS shall develop and submit to the CITY safety rules and other provisions intended to insure the safe operation of the Range, hereinafter "Safety Rules";
5. The Safety Rules shall be clearly posted on the grounds of the Range;
6. WEAPON CONCEPTS agrees that use of the Range shall occur under the supervision of an NRA certified Range Safety Officer, or someone possessing an equivalent certification;
7. WEAPON CONCEPTS shall use the Range solely for the purposes of operating an outdoor shooting range, providing gun use and safety instruction, and uses incident to, or necessary for, these purposes, including but not limited to, competition shooting, target practice, NRA firearms qualifications courses, concealed carry and home defense training, tactical applications, and police qualifications and training;
8. In the event that WEAPON CONCEPTS breaches this Agreement, and does not remedy such breach within 30 days after written notice of the breach is sent by the CITY to WEAPON CONCEPTS, the Agreement shall be terminated and the Variance shall be revoked. If the same or similar breach occurs

subsequently, the CITY may terminate the Agreement and revoke the Variance in its discretion without providing WEAPON CONCEPTS the opportunity to remedy said breach;

9. WEAPON CONCEPTS shall maintain liability insurance on the Range in the amount of One Million Dollars (\$1,000,000);

10. WEAPON CONCEPTS agrees to defend, save, and hold harmless the CITY and its officers, agents, and employees, from all claims, suits, or actions of any nature resulting from or arising out of the activities of WEAPON CONCEPTS, WEAPON CONCEPTS's contractors, subcontractors, and WEAPON CONCEPTS's agents and employees under this agreement, in the construction, maintenance, operation, or use of the Range. In addition, WEAPON CONCEPTS agrees to indemnify and defend the CITY against any and all environmental damages or hazardous waste clean-up expenses incurred as a result of the construction, maintenance, operation, or use of the Shooting Range;

11. WEAPON CONCEPTS shall comply with all local and state laws relating to the operation of the Range;

12. WEAPON CONCEPTS agrees that no firearms shall be discharged into the air on or near the Range and no firearms shall be discharged outside the designated shooting areas of the Range;

13. WEAPON CONCEPTS agrees that no trap, skeet, or sporting clay shooting shall take place on the range;

14. WEAPON CONCEPTS agrees that the Range shall have a maximum shooting range of fifty (50) yards;

15. The CITY may, at its option, terminate this Agreement, and revoke the Variance, for any reason upon thirty (30) days notice to WEAPON CONCEPTS;

16. This Agreement shall not be assigned by WEAPON CONCEPTS in any manner to another party without the prior written approval of the CITY;

17. Nothing in this Agreement shall be construed to establish a joint venture of any kind between the CITY and WEAPON CONCEPTS. Nothing in this Agreement shall make the CITY liable in any manner for the activities conducted on the Range;

18. No amendments to this Agreement shall be effective unless expressly agreed to in writing by both WEAPON CONCEPTS and the CITY.

Dated this ____ day of _____, 2014.

CITY OF DEADWOOD

By: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2014.

WEAPON CONCEPTS, LLC

By: _____
Greg Vecchi, Manager

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2014, before me, the undersigned officer, personally appeared Greg Vecchi, 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:

County planners hear dump plans

Shai Shai Shai Mori

By Heather Ziegenbein |

Feb 8, 2005

The rubble site will use approximately five acres of the 176 allocated acres.

Fifty acres will be set aside for a police shooting range which will be used only for training purposes. The shooting range will be above the rubble site in a hollowed out piece of hillside, according to Deadwood City Public Works Director Jim Raysor. The cutting of the hill will begin this week and the material gained from this construction will be used to cover up the Wasp rubble site, which is being reclaimed.

"This is a bonus, because we didn't have the materials to close the old dump," Raysor said.

The closest neighbor to the dump/shooting range is about a mile from the location. Plans for the shooting range show that bullets will be flying the opposite direction of any residential homes. The rubble site will also be supervised while it is open, so there will always be a watchful eye on the shooting range.

The former Wasp rubble site, on Yellow Creek Road, was recently closed and reclamation work has begun. Homestake Mining Co., which previously had donated the land for the Wasp rubble site, donated another piece for the new restricted use landfill just north of the old one.

"On March 22, this (issue) will be in front of the County Commissioners. Once the county gives us approval we will submit a request to the Office of Solid Waste and the Department of Environment and Natural Resources. Then they will make the determination whether the site is permitted for a rubble site," Raysor said.

According to the Raysor, it is important for the Northern Hills to have a maintained restricted use rubble site because the trash is either going to end up in the forest or laying around in people's yards.

"Unless we want to see our hills alive with sofas and refrigerators, we have to have a place for them to go," Raysor said.

The county planners have been asked to sign off on the necessary permits for the rubble site and a shooting range facility for law enforcement officers.

Raysor hopes to have the new site's permits by the first of June. He already has the permit ready to go, he is just waiting for everyone else to sign off on it. As far as the name of the new rubble site and shooting range, that will be left up to the city to decide.

-
DHB


(Alternate Site)

As well as Yellow Creek Range
Currently offered to City of Deadwood,
Central City, Lead.

6-1-15
6A

DATE: June 1, 2015

TO: Mayor Turbiville and City Commission

FROM: Mary Jo Nelson, Finance Officer 

RE: Payment to Bondholders for Historic Preservation Certificates of Participation

Please acknowledge payment to bondholders made on May 1, 2015 by First National Bank, bond trustee. I have attached my amortization schedule and transaction reports for your review. The first half of interest payment was \$334,293.75. The second half of interest plus principle is due on November 1, 2015.

DEADWOOD HISTORIC PRESERVATION CERTIFICATES OF PARTICIPATION AMORTIZATION SCHEDULE

CITY OF DEADWOOD

YEAR ENDING DEC. 31,	2005 COPS		2006 COPS		2012 COPS	
	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST
2015	\$525,000.00	296,937.50	\$640,000.00	213,300.00	\$1,800,000.00	158,350.00
2016	\$760,000.00	\$272,000.00	\$665,000.00	\$181,300.00	\$720,000.00	\$124,150.00
2017	\$795,000.00	\$234,000.00	\$705,000.00	\$148,050.00	\$1,730,000.00	\$102,550.00
2018	\$830,000.00	\$194,250.00	\$740,000.00	\$112,800.00	\$770,000.00	\$50,650.00
2019	\$875,000.00	\$152,750.00	\$775,000.00	\$79,500.00	\$950,000.00	\$27,550.00
2020	\$2,180,000.00	\$109,000.00	\$815,000.00	\$40,750.00		
2021						
2022						
2023						
2024						
2025						
2026						
2027						
2028						
	\$5,965,000.00	\$1,258,937.50	\$4,340,000.00	\$775,700.00	\$5,970,000.00	\$463,250.00

1/2 interest 148,468.75 2005
 106,650 — 2006
 79,175 — 2012

 334,293.75



Welcome: i595278

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Account: Deadwood 20052006 Lease Pymt Acc From: 05/01/2015 to: 5/21/2015
[hide](#)**Transaction Report**[customize](#) | [download](#)

Settlement Date	Desc	Income	Cash	Principal	Cash	Total	Cash	Cost	Payee
05/01/2015	Automatically Generated Sale of Goldman Sachs Financial Square Treasury Obligations Admin #469		0.00		255,118.75	255,118.75		-255,118.75	
05/01/2015	Dividend - Money Market Taxable of Goldman Sachs Financial Square Treasury Obligations Admin #469		1.58		0.00	1.58		0.00	
05/01/2015	Pmt First National Bank credit acct #105-181-1 for debt service interest on Series 2005		0.00	1)	-148,468.75	-148,468.75		0.00	
05/01/2015	Pmt First National Bank credit acct #105-181-1 for debt service interest on Series 2006		0.00	2)	-106,650.00	-106,650.00		0.00	
05/04/2015	Automatically Generated Purchase of Goldman Sachs Financial Square Treasury Obligations Admin #469		0.00		-1.83	-1.83		1.83	
05/04/2015	Automatically Generated Sale of Goldman Sachs Financial Square Treasury Obligations Admin #469		0.25		0.00	0.25		-0.25	
05/20/2015	Automatically Generated Purchase of Goldman Sachs Financial Square Treasury Obligations Admin #469		0.00		-113,031.21	-113,031.21		113,031.21	
05/20/2015	Received from City of Deadwood lease pmt due 20th of month		0.00		113,031.21	113,031.21		0.00	
			<u>1.83</u>		<u>-1.83</u>	<u>0.00</u>		<u>-142,085.96</u>	

This is a list of transactions that occurred prior to today.

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1) Interest Series 2005
2) Interest Series 2006



Welcome: i595278

[Account](#) [Dashboards](#) [Settings](#) [Help](#) [Sign Out](#)

Account: Deadwood 2012 Cert of Part - Lea From: 05/01/2015 to: 5/21/2015
[hide](#)**Transaction Report**[customize](#) | [download](#)

Settlement Date	Desc	Income	Cash	Principal	Cash	Total	Cash	Cost	Payee
05/01/2015	Dividend - Money Market Taxable of Goldman Sachs Financial Square Treasury Obligations Admin #469	0.93			0.00		0.93	0.00	
05/01/2015	Automatically Generated Sale of Goldman Sachs Financial Square Treasury Obligations Admin #469	0.00		79,175.00		79,175.00		-79,175.00	
05/01/2015	Pmt First National Bank credit acct #105-181-1 for debt service interest on Series 2012	0.00		-79,175.00		-79,175.00		0.00	
05/04/2015	Automatically Generated Purchase of Goldman Sachs Financial Square Treasury Obligations Admin #469	0.00		-2.84		-2.84		2.84	
05/04/2015	Automatically Generated Sale of Goldman Sachs Financial Square Treasury Obligations Admin #469	1.91		0.00		1.91		-1.91	
05/20/2015	Automatically Generated Purchase of Goldman Sachs Financial Square Treasury Obligations Admin #469	0.00		-147,590.06		-147,590.06		147,590.06	
05/20/2015	Received from City of Deadwood lease pmt due 20th of month	0.00		147,590.06		147,590.06		0.00	
		<u>2.84</u>		<u>-2.84</u>		<u>0.00</u>		<u>68,415.99</u>	

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1) Interest Series 2012

6-1-15
68

**MEMORANDUM OF UNDERSTANDING
FOR MUTUAL AID CONCERNING
LAWRENCE COUNTY FIRE PROTECTION AND EMERGENCY SERVICES**

This Memorandum of Understanding entered into the 1st day of January, 2016, and effective until the 31st day of December, 2020, by and between the various agencies herein acting for the purpose of securing to each the benefits of mutual aid and assistance in the protection of life and property, from fire, natural and technological emergencies within Lawrence County, South Dakota.

A. Definitions:

1. **Organization:** the parties to this Memorandum of Understanding for Mutual Aid acting together pursuant to this Memorandum of Understanding
2. **Requesting Agency:** any party to this Memorandum of Understanding seeking assistance from the Organization.
3. **Responding Agency:** any party to this Memorandum of Understanding rendering assistance to a Requesting Party.

B. Requests for assistance. A Requesting Agency may make a request to the Organization for assistance for any necessary personnel and/or equipment in the furtherance of the objectives of this Memorandum of Understanding subject to the following terms and conditions:

1. A Requesting Agency requesting assistance hereunder shall specify the type and amount of resources necessary and the location to which the resources are to be dispatched. Any responding Agency is vested with the sole discretion to determine the availability, type and quantity of resources to be committed for assistance to the Requesting Agency. Similarly, any Responding Agency is vested with the sole discretion to determine the duration any committed resource is available to the Requesting Agency.
2. The personnel of a Responding Agency shall report to the Incident Commander designated by the Requesting Agency. All personnel of a Responding Agency, while on scene at the location of an emergency, shall be subject to the orders and direction of the Incident Commander.
3. All members of the Organization acting pursuant to this Memorandum of Understanding shall use the N.I.M.S. Incident Command System.

C. Indemnity. Each party hereto hereby waives all claims against every other agency for any compensation, loss, damage, personal injury or death occurring as a consequence of the performance of this Memorandum of Understanding.

This Memorandum of Understanding entered into by the following cooperating political subdivisions and participating agencies:

LAWRENCE CO. BOARD OF COMMISSIONERS

CHAIRMAN _____

ATTEST _____

DATE _____

CITY OF DEADWOOD

MAYOR _____

ATTEST _____

DATE _____

CITY OF LEAD

MAYOR _____

ATTEST _____

DATE _____

CITY OF SPEARFISH

MAYOR _____

ATTEST _____

DATE _____

CITY OF STURGIS

MAYOR _____

ATTEST _____

DATE _____

FT. MEADE FIRE DEPARTMENT

CHIEF _____

ATTEST _____

DATE _____

BROWNSVILLE VOLUNTEER FIRE DEPT.

CHIEF _____

ATTEST _____

DATE _____

DEADWOOD VOLUNTEER FIRE DEPT.

CHIEF Matthew

ATTEST _____

DATE 5-18-15

LEAD VOLUNTEER FIRE DEPT.

CHIEF _____

ATTEST _____

DATE _____

SPEARFISH VOLUNTEER FIRE DEPT.

CHIEF _____

ATTEST _____

DATE _____

STURGIS VOLUNTEER FIR DEPT.

CHIEF _____

ATTEST _____

DATE _____

NEMO VOLUNTEER FIRE DEPT.

CHIEF _____

ATTEST _____

DATE _____

WHITEWOOD VOLUNTEER FIRE DEPT.

CHIEF _____

ATTEST _____

DATE _____

ROCHFORD FIRE DEPT.

CHIEF _____

ATTEST _____

DATE _____

LEAD-DEADWOOD AMBULANCE SERVICE.

SUPERVISOR _____

ATTEST _____

DATE _____

ST. ONGE VOLUNTEER FIRE DEPT.

CHAIRMAN _____

ATTEST _____

DATE _____

SPEARFISH AMBULANCE SERVICE.

CHAIRMAN _____

ATTEST _____

DATE _____

SPEARFISH CANYON FIRE DEPT.

CHIEF _____

ATTEST _____

DATE _____

WHITEWOOD AMBULANCE SERVICE.

CHAIRMAN _____

ATTEST _____

DATE _____

LAWRENCE CO. SARS - DEADWOOD SQUAD

PRESIDENT _____

ATTEST _____

DATE _____

LAWRENCE CO, DIR. OF EMERGENCY MGMT.

DIRECTOR _____

ATTEST _____

DATE _____

STATE OF SOUTH DAKOTA
WILDLAND FIRE SUPPRESSION AGREEMENT

6-1-15

6F

I.
Parties

partial agreement - complete
document on file in Finance Office

THIS AGREEMENT IS HEREBY made and entered into by and between the Wildland Fire Division of the South Dakota Department of Agriculture, an agency of the State of South Dakota, 3305 West South St., Rapid City, SD 57702-8160, (hereinafter, "STATE"), and _____

(complete legal name and address),
(hereinafter "COOPERATOR").

II.
GENERAL PROVISIONS

1. STATE and COOPERATOR hereby enter into this Agreement to cooperate in fire prevention and suppression efforts, pursuant to SDCL 41-20A and SDCL 1-24.
2. This Agreement represents the entire agreement between STATE and COOPERATOR and supersedes all prior negotiations and wildland fire suppression agreements.
3. This Agreement will become effective on the **date of the last signature** and continue until the **31st Day of December, 2018**, unless otherwise terminated according to the terms of this Agreement.
4. COOPERATOR agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the COOPERATOR to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
6. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
7. While performing services under this Agreement, COOPERATOR is an independent cooperator and not an officer, agent, or employee of the State of South Dakota.
8. COOPERATOR agrees to report to the STATE any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise

subject COOPERATOR or the STATE to liability. COOPERATOR shall report any such event to the STATE immediately upon discovery.

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

9. This Agreement may not be assigned without the express prior written consent of the STATE. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
10. COOPERATOR shall comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
11. COOPERATOR may not use subcontractors to perform the services described herein without the express prior written consent of the STATE. COOPERATOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE in a manner consistent with this Agreement. COOPERATOR will cause its subcontractors agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
12. **PROOF OF AUTHORITY TO SIGN:** If the contracting party is not a natural person, evidence of authority granted by the legal entity to the natural person who signs this agreement on behalf of the legal entity **must be attached** as a condition precedent to any obligation by the State of South Dakota under this Agreement. A copy of the resolution of the governing body or minutes of a regular meeting showing approval of the agreement or an ordinance approving the agreement and authorizing a named person to sign the agreement may be used as adequate proof of authority.
13. COOPERATOR agrees to obtain, and at all times during the term of this Agreement, maintain insurance coverage of the types and with the limits as follows:

Commercial General Liability Insurance – Cooperator shall maintain commercial general liability insurance with a limit of not less than \$1,000,000.00 (one million dollars) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement, or be no less than two times the occurrence limit.

Automobile Insurance – COOPERATOR shall maintain automobile liability insurance or equivalent form for all fire vehicles listed on the state resource list with a limit of not less than \$1,000,000.00 (one

million dollars) per accident, and an occurrence limit of not less than twice that amount. If COOPERATOR does not carry roll over or collision insurance on any vehicles, COOPERATOR assumes all risk of loss and agrees to hold STATE harmless for all related losses.

Workman's Compensation Insurance – COOPERATOR shall comply with all state laws and regulations' pertaining to Workman's Compensation Insurance for contract personnel and provide proof of coverage if requested by the Secretary or Wildland Fire Coordinator.

If COOPERATOR is the type of entity listed in SDCL 62-1-5.2, COOPERATOR will be covered by the STATE'S workers' compensation policy while engaged in fire suppression efforts under this Agreement within the State of South Dakota. No workers' compensation benefits may be provided by the State if a workers' compensation claim arises while COOPERATOR is dispatched to a wildland fire outside the State of South Dakota, unless the fire is a threat to resources within the State of South Dakota. Cooperators that wish to make their department resources available for out-of-state assignment through this agreement must provide proof of workers compensation coverage that provides coverage to their personnel outside of the State of South Dakota.

COOPERATOR agrees to provide valid "Certificate(s) of Insurance" to the STATE as an attachment to this Agreement. Certificate must be filed with the Wildland Fire Division before the STATE will sign an agreement with the COOPERATOR. COOPERATOR further agrees to annually file updated Certificate(s) of Insurance to the Wildland Fire Division. No cooperator will be dispatched to a fire outside the boundaries of South Dakota without having annual proofs of insurance on file with the State. The named insured on all Certificates of Insurance must be signed by the sending agency Cooperator under this Agreement.

14. Any notice or other communication required under this Agreement shall be in writing. Notice(s) shall be sent by and to Fire Business Manager, South Dakota Department of Agriculture, Wildland Fire Division, 3305 West South St., Rapid City, SD 57702-8160, (605) 393-8011, on behalf of the STATE and by and to _____, on behalf of the COOPERATOR, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

III.

JOINT POWERS PROVISIONS

STATE and COOPERATOR mutually agree that:

1. This Agreement does not establish a separate legal entity as contemplated by SDCL 1-24-5. The cooperative undertaking described herein will be financed and conducted under the provisions of this agreement by the STATE and COOPERATOR, respectively. Each party has responsibilities under the terms of this Agreement, and no joint board or joint administrator will be used. Purchase and

maintenance of equipment used to fulfill this Agreement will be undertaken by the respective agencies as described in **Appendix A**. No real property will be purchased to use for this Agreement.

2. The STATE will file a copy of this Agreement with the Attorney General and the Legislative Research Council not more than 14 days after execution, as required by SDCL 1-24-6.1, unless the following provision is signed by the cooperator (non-governments sign).
3. Financing required by this agreement will come from regular department budgets and the state fire suppression fund. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the STATE. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
4. This Agreement may be terminated by either party upon sixty (60) days written notice without cause.
5. All parties must comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d) and in accordance with Title VI of that act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

IV. FIRE SUPPRESSION PROVISIONS

1. STATE agrees to provide technical assistance to COOPERATOR, pursuant to the terms and conditions in **Appendix A**.
2. STATE agrees to compensate COOPERATOR for personnel and equipment provided to the Wildland Fire Coordinator pursuant to this Agreement, at the rates set forth in **Appendix A**.
3. COOPERATOR agrees to provide wildland fire suppression assistance to STATE, pursuant to the terms and conditions set forth in **Appendix A**.
4. COOPERATOR agrees to designate a person as Fire **Coordinator**. The Fire Coordinator will serve as the contact person regarding cooperative efforts under this agreement. COOPERATOR further agrees to notify the STATE in the event the Fire Coordinator designation changes.
5. COOPERATOR agrees to furnish a cost statement to the Fire Business Manager (address below), within 30 working days of expenditure, for all fire related expenditures that COOPERATOR incurred and are related to damages or expenses associated with wildland fire suppression activities within the State.

Fire Business Manager
South Dakota Wildland Fire Division
3305 West South St.
Rapid City, SD 57702-8160

Payment shall be made by the STATE in the following manner: The STATE will have 15 working days to review all bills submitted to assure they are proper and correct. Once the bill is accepted as correct, the STATE will pay all bills within 45 days of receipt. After 45 days, the "bill" shall accrue interest at 1 ½% per month, in accordance with state law.

6. COOPERATOR agrees to promptly report any vehicle damage sustained on an incident to the STATE or appropriate jurisdictional agency.
7. STATE acknowledges that structural protection work does not currently require a COOPERATOR to hold an Incident Qualifications Card (IQC), otherwise called a "Red Card". If ordered for Structural Protection, COOPERATOR agrees that personnel, who do not have a "Red Card" with wildland fire qualifications on it, will be released from the incident when structural protection is no longer required by the incident.

IN WITNESS WHEREOF, the parties signify their agreement by signing below.

COOPERATOR'S LEGAL NAME:

TITLE:

SIGNATURE OF COOPERATOR:

DATE:

STATE OF SOUTH DAKOTA

BY: _____

Wildland Fire Coordinator or his designee

On this ____ Day of _____, 20 ____

APPROVED BY:

Lucas Lentsch Secretary
South Dakota Department of Agriculture
State of South Dakota

On this ____ Day of _____, 20 ____

- ❖ State Agency Coding (MSA Center) 0311301/0311302
- ❖ State Agency MSA Company for which contract will be paid 3059
- ❖ Object/sub object MSA Account to which voucher will be coded 5204460/5204960
- ❖ Name and phone number of contact person in State Agency who can provide additional information regarding this contract Brenda Even, 605-393-8115

CITY OF
DEADWOOD
PUBLIC WORKS DEPARTMENT

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

6-1-15
7A

June 1, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Back-up Generators for the Streets Shop and the Recreation Center

SUMMARY

We have budgeted for a back-up generator for the Street Shop and the Recreation Center. Both these buildings could be critical during major storm events or other emergency situations. I asking permission to seek bids for providing and installing these back-up generators. We are hoping to get better pricing by bidding both items at the same time but separately.

CITY OF
DEADWOOD
PUBLIC WORKS DEPARTMENT
67 Dunlop Avenue
Deadwood, South Dakota 57732
Phone (605) 578-3082 • Fax (605) 578-3101

6-1-15
7B

June 1, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Mt. Moriah Drainage and Erosion Control Project

SUMMARY

The area at Mt. Moriah Cemetery just above Wild Bill Hickock's and Calamity Jane's grave sites has considerable erosion issues that should be addressed. This area, often used to access a desirable photo angle, is an abandoned road that has eroded to bedrock and is quite unsightly. Since this is one of our major tourist attractions we need to address this problem. We have, in place, a design with some specialized materials for rehabilitating eroded areas of this nature along with some drainage controls to prevent reoccurrence.

I am asking permission to seek bids for this project (to be paid for from the Mt. Moriah Fund).

6-1-15
8A

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

Notice is hereby given that the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting in the Deadwood City Commission Room, 102 Sherman Street, Deadwood, South Dakota, on June 1, 2015 at 5:00 p.m. will consider the following application for license to sell Malt Beverages inside the Municipality.

RETAIL (ON-OFF SALE) Malt Beverage

Pandora's Box, LLC, Pam's Purple Door, Lot 29, Block 16, Original Town, Deadwood, SD at 637 Main Street. The full legal description is on file at the Finance Office.

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

Dated this 18th day of May, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: May 21, 2015

For any public notice that is published one time:

Published once at the approximate cost of _____.

6-1-15
8B

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held June 1, 2015, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. consider the following application for permit to sell the following:

1 - Retail (on-sale) Liquor :

Notice of transfer (RL-5536) from First Interstate Bank to Nugget Saloon LLC, Lots 20, 22, 24, 26, 26A, and Lot 403B, Probate Lots 293 and 392, Deadwood, SD at 604 Main Street.

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

Dated this 18th day of May, 2015.

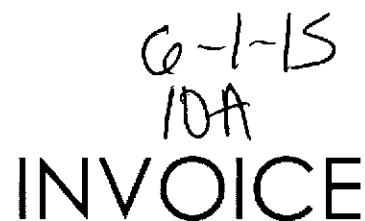
CITY OF DEADWOOD


Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer – May 21, 2015

For any public notice that is published one time:

Published once at the total approximate cost of _____.



Date: May 27, 2015
INVOICE # 2015-527

To:

Mary Jo Nelson
City of Deadwood
Finance Office
102 Sherman St
Deadwood, SD 57732-1309

Payment Terms

Due Date

Qty	Description	Unit Price	Line Total
1	Festival Sponsorship-2015 Festival of Books in Deadwood September 24-27, 2015	\$10,000	\$10,000
Total			\$10,000

Thank you for your interest in the South Dakota Festival of Books!

South Dakota Humanities Council, 1215 Trail Ridge Road, Ste. A, Brookings, SD 57006, Phone 605-688-6113

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



6-1-15
10 B

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

MEMORANDUM

Date: May 27, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: City Retaining Wall near 376 Main Street

The Deadwood Historic Preservation Office is requesting permission to award a contract for the installation of a retaining wall at the rear of 376 Main Street. This is a retaining wall which holds up Williams Street and failed earlier this spring.

This project is necessary for the long-term integrity of Williams Street and is on property owned by the City of Deadwood. This office, in conjunction with the Public Works Department, solicited quotes from contractors utilizing the plans and specifications developed by Albertson Engineering. Six contractors received the documents necessary to produce a quote.

Two quotes were received and the low responsible quote was from Gardner Construction, Inc. in the amount of \$10,910.00. The cost of the project would be from the Historic Preservation's City Retaining Wall line item for 2015.

Recommend Motion: *Move to accept the quote from Gardner Construction, Inc. for the construction of the City Retaining wall at 376 Main Street for a cost of \$10,910.00 with funding from the Deadwood Historic Preservation and allow Mayor to sign contract prepared by the City Attorney.*

Gardner Construction, LLC

PO Box 742

Lead, SD 57754

Estimate

Date	Estimate #
5/22/2015	122

Name / Address
City of Deadwood 102 Sherman St Deadwood, SD 57732

			Project
Description	Qty	Rate	Total
Replace retaining wall at 376 Main Street	1	10,910.00	10,910.00
Customer to provide all permits		Subtotal	\$10,910.00
		Sales Tax (0.0%)	\$0.00
		Total	\$10,910.00

6-1-15
10B

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
GARDNER CONSTRUCTION - 376 MAIN STREET RETAINING WALL

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and GARDNER CONSTRUCTION, LLC, with its principal place of business located at 127 Irwin Street, Lead, South Dakota 57754-1426, hereinafter referred to as "CONTRACTOR;"

WHEREAS, CONTRACTOR has agreed to furnish all labor and materials for the reconstruction of the retaining wall located at 376 Main, Deadwood, SD 57732, in the total amount of Ten Thousand Nine Hundred Ten Dollars (\$10,910.00); and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which CONTRACTOR shall undertake and complete in a professional and workmanlike manner as set forth below; and

WHEREAS, CITY is the owner of the property on which the retaining wall is situated, and

WHEREAS, CITY has accepted the bid of CONTRACTOR in the amount of Ten Thousand Nine Hundred Ten Dollars (\$10,910.00);

WHEREAS, CITY has Albertson Engineering, Inc., 3202 West Main Street, Suite C, Rapid City, South Dakota 57702, as the "ARCHITECT" for all references herein; and

Based upon the representations and understanding above, the parties agree as follows:

1. The Agreement is this executed Agreement between the City of Deadwood and CONTRACTOR.
2. The Recitals set forth above are herein incorporated and made part of this Agreement;

3. The contract document consists of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The contract represents the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.
4. CONTRACTOR shall fully execute the work described in the contract documents.
5. CONTRACTOR shall achieve substantial completion of the project on or within thirty (30) days from the date of commencement.
6. CITY shall pay CONTRACTOR the sum of Ten Thousand Nine Hundred Ten Dollars (\$10,910.00), subject to additions and deductions as provided in the contract documents.
7. CITY shall make progress payments on account of the contract sum to CONTRACTOR as provided in the general conditions of the contract for construction.
8. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by ARCHITECT.
9.
 - a. ARCHITECT will serve as initial decision maker pursuant to Section 6.1 of general conditions of the contract for construction, unless the parties appoint below another individual, not a party to this Agreement, to serve as initial decision maker.
 - b. For any claims subject to, but not resolved by, mediation pursuant to Section 15.3 of the general conditions of the contract for construction, the method of binding dispute resolution shall be as follows:
 - (i) Litigation in Court of competent jurisdiction.
10. The contract may be terminated by the CITY or the CONTRACTOR as provided in Article 14 of the general conditions of the contract for construction; and
11. CONTRACTOR shall purchase and maintain insurance and provide bonds as set forth in Article 11 of the general conditions of the contract for construction.
12. CONTRACTOR shall comply with the following miscellaneous provisions:

- a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
- b. All work shall be done in a professional workmanlike manner;
- c. All work will be subject to final inspection by Deadwood Public Works Director and Historic Preservation Officer before acceptance;
- d. All work is to be completed in accordance with existing building codes;
- e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
- f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY and CITY from any claims or damages arising out of or in conjunction with the work contemplated herein; and
- g. Agrees to indemnify and hold harmless CITY and 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 attorneys 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 CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2015.

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2015.

GARDNER CONSTRUCTION, LLC

By: _____
Ken Gardner, Managing Member

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared Ken Gardner, 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



6-1-15
10C
KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: May 28, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Rodeo Grounds Grandstand Kitchen Equipment

City staff has worked closely with representatives of the Days of 76 Rodeo Committee and the supplier, Commercial Kitchen Products, to acquire a quote for the necessary commercial grade kitchen equipment for the upgraded concession facilities incorporated under the grandstands at the Rodeo Grounds.

This equipment will be required to be in place prior to the opening of the 2015 Days of 76 Rodeo and Celebration in July to adequately serve the public. This portion of the equipment is less than the anticipated projected cost provided by the designer of approximately \$50,000 to \$70,000.





Commercial Kitchen Products provided a quote of \$24,613.96 for the grills, fryer, ice maker, refrigerators, freezer, food warmers, and popcorn popper. (See attached quote.)

The construction project is to be substantially completed on July 13, 2015 and the equipment can be set immediately following this date.

Recommended Action:

Approve acceptance of the quote from Commercial Kitchen Products in the amount of \$24,613.96 for the commercial grade kitchen equipment for the concession at the Days of 76 Rodeo Grounds with funding coming from unexpended capital improvement line item from the 2015 Parks & Recreation budget.



Commercial kitchen products is a local family owned company- thank you for shopping locally

Item	Qty	Description	Sell	Sell Total
1	1 ea	COUNTERTOP GRIDDLE  Star Mfg. Star-Max® Griddle, countertop, electric, 36"L, 27-7/8"D, 15-1/2"H, 1" chrome griddle plate, throttling thermostat every 12", heavy duty knobs, aluminum steel construction, stainless steel front with black trim, wrap-around stainless steel splash guard, grease trough & stainless steel drawer, 4" legs Dimensions 15.50(h) x 36.00(w) x 27.88(d) 1 ea 2 year parts & labor warranty, standard 1 ea 208v/60/3-ph, 9012 watts, 25.0 amps, standard	\$2,693.52	\$2,693.52
2	1 ea	ICE CUBER  Hoshizaki Ice Maker, Cube-Style, air-cooled, self-contained condenser, approximately 527-lb capacity/24-hours, stainless steel finish, crescent cube style, R-404A refrigerant, 115v/60/1-ph, 11.7 amps, ENERGY STAR® Dimensions 30.31(h) x 22.00(w) x 27.38(d) 1 ea 3-Year parts & labor on entire machine 1 ea 5-Year parts & labor on evaporator 1 ea 5-Year parts on compressor & air-cooled condenser 1 ea Ice Bin, top-hinged front-opening door, approximately 260-lb ice storage capacity, for top-mounted ice maker, stainless steel exterior, painted flange legs included, protected with H-GUARD Plus Antimicrobial Agent 1 ea 3-Year parts & labor for bin	\$2,550.00	\$2,550.00
ITEM TOTAL:				\$3,395.00
3	1 ea	WATER FILTER ASSEMBLY  Hoshizaki Water Filtration System, single configuration 1 ea Replacement Water Filter Cartridge, each	\$233.28	\$233.28
ITEM TOTAL:				\$320.76
4	1 ea	COUNTERTOP GRIDDLE  Star Mfg. Star-Max® Griddle, countertop, electric, 48"L, 27-7/8"D, 15-1/2"H, 1" chrome griddle plate, throttling thermostat every 12", heavy duty knobs, aluminum steel construction, stainless steel front with black trim, wrap-around stainless steel splash guard, grease trough &	\$3,467.12	\$3,467.12

Item	Qty	Description	Sell	Sell Total
		stainless steel drawer, 4" legs Dimensions 15.50(h) x 48.00(w) x 27.88(d)		
	1 ea	2 year parts & labor warranty, standard		
	1 ea	208/240v/60/1-ph, 12.01/16.0 kw, 57.8/66.7 amps, standard		
5	1 ea	REACH-IN UNDERCOUNTER REFRIGERATOR Nor-Lake AdvantEDGE™ Undercounter Refrigerator, 48-1/4" W, (2) self-closing doors, auto defrost, magnetic gaskets, (4) vinyl coated shelves, temperature range 32° to 40° F, stainless steel interior, top, front & ends, 6" casters, 3/8 hp, 115v/60/1, 7.9 amps, cord, NEMA 5-15P, UL, C-UL, ETL Sanitation, ENERGY STAR® rated Dimensions 35.88(h) x 48.25(w) x 30.00(d)	\$2,052.58	\$2,052.58
	1 ea	Standard warranty: 3 year parts and labor warranty, 5 year compressor		
6	1 ea	REACH-IN UNDERCOUNTER FREEZER Nor-Lake AdvantEDGE™ Undercounter Freezer, 48-1/4" W, (2) self-closing doors, auto defrost, magnetic gaskets, (4) vinyl coated shelves, temperature range -1° to -11° F, stainless steel interior, top, front & ends, 6" casters, 1/2 hp, 115v/60/1, 8.9 amps, cord, NEMA 5-15P, UL, C-UL, ETL Sanitation Dimensions 35.88(h) x 48.25(w) x 30.00(d)	\$2,476.33	\$2,476.33
	1 ea	Standard warranty: 3 year parts and labor warranty, 5 year compressor		
	1 ea	Low profile casters		
7	1 ea	REACH-IN REFRIGERATOR Nor-Lake AdvantEDGE™ Reach-In Refrigerator, One-Section, bottom mount compressor, auto defrost, magnetic gaskets, (4) vinyl coated shelves, interior light, stainless steel interior and exterior, hinged full door, electronic controls, key locks, 4" casters, 3/8 hp, 115v/60/1, 7.5 amps, cord, NEMA 5-15P, UL, C-UL, ETL Sanitation, ENERGY STAR® Dimensions 83.75(h) x 27.50(w) x 33.00(d)	\$2,020.32	\$2,020.32
	1 ea	Standard warranty: 3 year parts and labor warranty, 5 year compressor		
8	1 ea	FRENCH FRY WARMER Admiral Craft French Fry/Food Warmer Display, 13"W x 22-1/2"D x 19-3/4"H, top infrared heating element, unheated and raised base, accessible from three sides, includes a full size food pan & perforated liner, heavy duty stainless steel construction, 120v/60/1-ph, 7.8 amps, 940 watts, NEMA, 5-15P, CE Dimensions 19.75(h) x 13.00(w) x 22.50(d)	\$225.08	\$225.08
9	1 ea	FOOD TOPPING WARMER, COUNTERTOP Star Mfg. Lighted Food Warmer, countertop, electric, 11 quart capacity, base unit only, for use with OPTIONAL SSB-11 & ladle, includes nacho, fudge, chili, chili sauce, cheese sauce & BBQ signs, stainless steel Dimensions 11.50(h) x 13.25(w) x 15.13(d)	\$500.18	\$500.18
	1 ea	1 year parts & labor warranty, standard		
	1 ea	120v/60/1-ph, 1630 watts, 14.0 amps, cord & plug, standard		
	1 ea	Pump, for 11 quart warmers	\$204.82	\$204.82

Commercial Kitchen Products

05/27/2015

Item	Qty	Description	Sell	Sell Total
			ITEM TOTAL:	\$705.00
10	1 ea	POPCORN POPPER Star Mfg. Galaxy® Popcorn Popper, countertop, 12-oz popper kettle, (240) 1 oz. servings, with infrared heat lamp, decorative finish with glass sides Dimensions 35.50(h) x 21.13(w) x 21.13(d)	\$1,952.54	\$1,952.54
				
	1 ea	1 year parts & labor warranty, standard		
	1 ea	120v/60/1-ph, 2136 watts, 17.8 amps, (requires 20 amp dedicated circuit) cord w/NEMA 5-20P, standard		
11	1 ea	FRYER Pitco Frialator Solstice Fryer, electric, 40 - 50 lb. oil capacity full tank, solid state control, boil out & melt cycle, drain valve interlock, stainless steel tank, front & sides, 14 kW, ENERGY STAR®	\$4,418.51	\$4,418.51
				
	1 ea	1 year parts and labor warranty from the date of installation up to a maximum of 15 months from the date of manufacture (with appropriate documentation), standard		
	1 ea	208v/60/3ph, 38.9 amps, 14 kw, 6' CORD & NEMA 15-60P	\$324.00	\$324.00
	1 ea	Basket, (2) oblong/twin size, 13-1/2" x 6-1/2" x 5-1/2" deep, long handle, regular mesh (shipped std (n/c) with models "T" SG14, SG14R, SSH55, E14, E14X, E14B, SG14T, 35+, 45+, fryer batteries shipped with (1) per fryer		
	1 ea	Casters, 9" adjustable swivel (set of 4) non-lock rear & lock front casters, solstice supree, SG, SE, VF35 and flat bottom fryers, pasta cookers, rethermalizers, BNB	\$563.20	\$563.20
			ITEM TOTAL:	\$5,305.71
12	1 ea	FREIGHT Custom ALL ITEMS FREE FREIGHT TO CUSTOMER SITE		
13	1 ea	WARRANTY Custom All warranties covered by Equipment Service Professionals Service technicians out of Spearfish.		
14	1 ea	INSTALLATION Custom Installation available		
			Total	\$24,613.96

Bid pricing good for 15 days from the date of this bid unless otherwise noted.
Any item returned is subject to a 25% restocking fee and all freight charges unless otherwise specified.

Commercial Kitchen Products is not responsible for installation, where applicable.

Commercial Kitchen Products reserves the right to change the bid pricing if the specifications are altered or changed by the customer.

All orders over \$750.00 require a deposit and a signed security agreement before an order can be placed by Commercial Kitchen Products with the manufacturer.

Payment in full is due before the product or products are ordered unless otherwise specified.

Freight is not included unless otherwise specified.

It is the responsibility of the customer to inspect and refuse damaged items that are direct shipped to the customers site.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$24,613.96

CITY OF
DEADWOOD

6-1-15
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PUBLIC WORKS DEPARTMENT

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

June 1, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Mickelson Trail Erosion and Drainage Concerns

SUMMARY

The area of the Mickelson Trail between the highway 85 turn-off to the Deadwood Gulch Convention Center and the foot-bridge across Whitewood Creek near the Northern Hills Federal Credit Union is a major consumption of our Parks Department Resources. Most rain storm events cause trail erosion, along this section that requires additional material and re-grading. This is an issue for our Parks Dept. This section of the trail requires much more attention than the other portions of the trail resulting in man-power reduction in for other projects (special event set-up e.g.)

This area accepts considerable run-off that needs to be analyzed so appropriate measures can be put in place to prevent erosion and maintain the natural esthetics. We have a proposal, for \$3800.00, from a Consultant (ACES) to provide consulting services for this project including design work of a collection system.

RECOMMENDATION

It is my recommendation that you approve hiring ACES to provide the engineering services for this project for the amount of \$3800.00.