

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
5:00 p.m. April 20, 2015

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

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES OF April 6, 2015**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Shantel Herman, Deadwood History Inc. to request change in free trolley on May 7. Request that trolley pick up at Boys and Girls Club in Lead and transport to elementary school
- B. Dick Herman to request livery vehicle permit for stagecoach rides on Main Street

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. Hire Ashley Hanson for part time seasonal work in Finance Office effective May 11, 2015 at rate of \$8.97 per hour
- B. Deadwood History Inc. request approval to serve liquor at Days of '76 Museum May 16 from 3:00 p.m. to 10:00 p.m. for party.
- C. Permission for Justin Lux and Andrew Larive to attend Criminal Interdiction Training in Pierre from May 4 to May 6. Requesting use of vehicle.
- D. Permission to increase wage of Water Maintenance Operator Ken Allen from \$18.58 hr. to \$19.56 hr. effective April 23, 2015 after two years of service
- E. Permission for Fire Department to purchase one mobile and portable radio at total cost of \$4991.50
- F. Permission to have Transmission replaced in 2008 trolley by Performance Automatics and Repair not to exceed \$5,000.00
- G. Purchase 5500 gallons of gasoline from Southside at cost of \$2.29 per gallon
- H. Permission for Streets Department to purchase guardrail with bolts for installation on Mt. Roosevelt Road at cost of \$3,537.50

- I. Amend quote from Jensen Hardwood Floors to include additional \$32.00 and request permission for Mayor to sign contract in the amount of \$20,982.40
- J. Approve the following personnel changes at Deadwood Rec Center: hire Jim Phillips as lifeguard effective April 21, 2015 at \$9.63 per hour; hire Jesse Willis as lifeguard effective April 22, 2015 at \$8.50 per hour; hire Nicole Diedrich as lifeguard effective April 22, 2015 at \$9.50 per hour; Accept letter of resignation from Alex Madsen effective April 21, 2015; increase wage of lifeguard Courtney Gould from \$8.50 per hour to \$8.75 per hour effective April 19, 2015 after one year of service
- K. Permission for Mayor to sign contract with Tallgrass in the amount of \$21,185.00 for 2016 Powerhouse Park project. Expenditure approved on April 6, 2015.

7. BID ITEMS

8. PUBLIC HEARINGS

- A. Hold public hearing for Cinco De Mayo activities: Street Closure, waiver of banner and vending Fees May 2.
- B. Hold public hearing for Wild Bill Days activities: Street Closure June 18 through June 21, Open Container June 19 and 20, Waiver of banner and vending fees for the following non-profits: Deadwood Chamber and Northern Hills Alliance for Children. Also request waiver of vending fee for non-profit food concession at rodeo grounds for Strongman Competition. Waive rodeo ground user fees for Deadwood Chamber in conjunction with Strongman's Competition
- C. Hold public hearing for National Impala activities: Street Closure on July 22.
- D. Hold public hearing for Motorcycle Parking: allow motorcycles to park on Main Street from 10:00 a.m. to 2:00 a.m. free parking in Interpretive Parking Lot July 26 through August 8.
- E. Hold public hearing for Legends Ride: Street Closure, Parking Request and Waiver of banner fees August 3.
- F. Hold public hearing for Retail (on-off) Malt Beverage for Carbon County Cattle Company, dba Two Buck Slims at 175 Sherman Street
- G. Set public hearing at 5:00 p.m. on May 4 for Northern Hills Community Band: Street closure on July 23 and use of portico at History Interpretive Center on July 25.
- H. Set public hearing at 5:00 p.m. on May 4 to hear request for temporary vending license application from Joycie's Street Meats in conjunction with ATV event on May 15-16, 2015. Vendor responsible for publication costs.
- I. Set public hearing at 5:00 p.m. on May 4 for Retail (on-off) Malt Beverage for N.M.D. Venture LLC at 685 Main Street

9. OLD BUSINESS

10. NEW BUSINESS

- A. Canvass election results from April 14, 2015
- B. Second reading of Ordinance #1225 Amending Liquor Licensing

- C. Petition accepted and declared valid by Finance Officer on April 10, 2015. Petition proposes submittal to voters for their approval or rejection: Ordinance #1211, an Ordinance Amending Chapter 17.68 Entitled Historic Preservation passed by Deadwood City Commission on March 16, 2015. Finance requests that Commission set election date.
- D. Accept resignation of Caitlyn Engebretson, Public Works Administrative Assistant, effective April 23, 2015
- E. Close Water St. for a portion of time on May 13 and 14 to allow triathlon participants to reach Rec Center
- F. Approve or deny allowing Lead-Deadwood Regional Hospital and Clinic to hang banners for the month of May and waive fees. Approved by Planning and Zoning Commission on April 15, 2015.
- G. Approve or deny allowing Building Inspector and Zoning Administrator to approve or deny banner applications for businesses affected by Highway 85 construction from Cemetery to Walnut Street. Approved by Planning and Zoning Commission on April 15, 2015.
- H. Approve purchase of used VB Bomag 120AD-4 double drum roller packer from Diesel Machinery at cost of \$39,000.00. (Budgeted as cost share between Water Department and Streets Department)
- I. Accept quote from Black Hills Asphalt and give permission for Mayor to sign contract for \$13,373.00 for asphalt repairs at Oak Ridge Cemetery
- J. Accept quote from Rapid Fire Protection in the amount of \$18,970.00 to upgrade sprinkler system in basement of city hall for CIP project. To be paid from Historic Preservation Capital Assets.
- K. Purchase loader chains from Harriscos LLC at cost of \$10,209.85 from Streets department budget
- L. Permission for Mayor to sign Chamberlin Architect Services proposal in the amount of \$550,800.00. Approve 50/50 cost share between Historic Preservation and General Fund for \$358,800, amount over remaining budget from Parking and Transportation Fund
- M. Guidance and decision on waiving image fee to Prairie Berry LLC in return for printing courtesy on bottle

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

12. No action can be taken

13. EXECUTIVE SESSION

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

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

14. ADJOURNMENT

REGULAR MEETING, April 6, 2015

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

APPROVAL OF MINUTES

Silvernail moved, Ruth seconded to approve the minutes and Board of Equalization minutes of March 16, 2015. Roll Call: Aye-All. Motion carried.

MARCH, 2015 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$15,857.96; PUBLIC BUILDINGS, \$5,772.07; POLICE, \$49,760.50; FIRE, \$4,419.20; BUILDING INSPECTION, \$3,345.70; STREETS, \$26,813.68; PARKS, \$15,842.99; PLANNING & ZONING, \$4,676.36; LIBRARY, \$6,481.91; RECREATION CENTER, \$11,513.10; HISTORIC PRESERVATION, \$16,046.75; WATER, \$15,400.47; PARKING METER, \$9,380.27; TROLLEY, \$15,056.29; PARKING RAMP, \$5,046.90; RUBBLE SITE, \$1,872.72. **PAYROLL TOTAL: \$210,017.63**

MARCH, 2015 PAYROLL PAYMENTS:

Internal Revenue Service, \$51,694.61; S.D. Retirement System, \$23,394.24; Delta Dental, \$3,843.08

APPROVAL OF DISBURSEMENTS

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

A & B BUSINESS	MAINTENANCE	570.00
A & B WELDING	SUPPLIES	151.10
ABC BUSINESS	SUPPLIES	455.08
AINSWORTH-BENNING	PROJECT	18,902.50
ALL AROUND AUTO	SUPPLIES	869.04
ALLEGIANTE EMERGENCY	TOOLS	12,000.00
ALLIED 100	PADS	336.30
ALSCO	SUPPLIES	153.06
ATCO INTERNATIONAL	SUPPLIES	324.00
BH POWER	SERVICE	28,805.83
BH SECURITY	SERVICE	194.70
BH SPECIAL SERVICE	CLEANING	1,081.00
BUTLER MACHINERY	CART	22.58
CAI CONSTRUCTION	PROJECT	25,081.20
CENTURY LINK	SERVICE	253.80
CHAMBERLIN ARCHITECTS	PROJECT	13,659.04
COCA COLA	SUPPLIES	208.15
COMPANION LIFE	INSURANCE	235.86
CULLIGAN	SUPPLIES	88.00
DAKOTACARE	INSURANCE	44,307.30
DALES TIRE	SERVICE	788.32
DEADWOOD CHAMBER	MARKETING	225,686.00
DEADWOOD ELECTRIC	SERVICE	2,803.06
DVFD	REIMBURSEMENT	300.00
DEADWOOD HISTORY	CAMP	5,335.00
EMERY-PRATT	BOOKS	230.58
ENVIRONMENTAL EQUIPMENT	SUPPLIES	73.41
FARMER BROTHERS	SUPPLIES	232.40
FASSBENDER COLLECTION	PROJECT	270.00
FASTENAL	GLOVES	299.10
FED EX	FREIGHT	160.37
FEDERAL EXPRESS	SHIPPING	455.30
FIRST INTERSTATE	TIF	729.30
GALLS	UNIFORMS	144.94
GARDNER CONSTRUCTION	REPAIRS	703.04
GODFREY BRAKE SERVICE	VALVE	44.24
GOLDEN WEST	PAGERS	1,329.65
GOOD HOUSEKEEPING	SUBSCRIPTION	15.00
GQ PROFESSIONAL SERVICES	SUBSCRIPTION	39.00
GUNDERSON, PALMER, NELSON	SERVICES	4,586.05
HAWKI, KEN	REIMBURSEMENT	104.89
HAWKINS	CHEMICALS	1,013.00
HD SUPPLY WATERWORKS	BOX	480.60
HILLS MATERIALS	ROADSTONE	114.24
INTERNATIONAL CODE COUNCIL	DUES	125.00
INTERSTATE BATTERY	BATTERIES	79.90
JACK'S TRUCK	SERVICE	482.15
JACOBS WELDING	SERVICE	36.87
KONE	MAINTENANCE	266.80
KT CONNECTIONS	SERVICE	316.00
LAWSON PRODUCTS	STRAPPING	283.17
LEAD-DEADWOOD SANITARY	USAGE	25,379.71
LIGHTING PLASTICS OF MN	GLOBES	518.40
M & T FIRE	SERVICE	4,595.77
MACROVISION	PROJECT	1,975.00
MC KEON, BRAXTON	REIMBURSEMENT	5.82
MENARD'S	SUPPLIES	328.91
MERTENS, KENNETH	REIMBURSEMENT	293.72
MIDWEST TAPE	DVD	639.75

REGULAR MEETING, April 6, 2015

MDU	SERVICE	10,874.98
MS MAIL	MAPS	1,275.07
NEVE'S	UNIFORMS	516.07
NH FRATERNAL ORDER	DUES	360.00
NORTHWEST PIPE FITTINGS	SADDLE	2,779.76
OFFICE DEPOT	CHAIR	329.99
OTIS ELEVATOR	CONTRACT	120.81
OUTDOOR HEIR	PROJECT	100.00
PANNIER	PANEL	272.00
PASSPORT PARKING	METERS	20.75
PEPPMEIER, JANICE	REIMBURSEMENT	521.55
PETTY CASH	FINANCE	91.43
PITNEY BOWES	LEASE	237.93
POOL & SPA CENTER	SUPPLIES	206.85
QUILL	SUPPLIES	225.36
RAPID DELIVERY	SERVICE	87.00
RDO EQUIPMENT	HANDLE	93.35
SAVE THE PEARL HOTEL	GRANT	4,079.07
SD ASSN. OF CODE ENFORCEME	SERVICE	50.00
SD DEPT. OF TRANSPORTATION	PROJECT	1,901.62
SD MAGAZINE	SUBSCRIPTION	51.00
SD MUNICIPAL LEAGUE	REGISTRATION	126.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SD DEPT. OF REVENUE	TAX	3,108.92
SD SECRETARY OF STATE	FILING	30.00
SERVALL	SUPPLIES	2,735.11
SIRCHIE	SUPPLIES	227.90
SOUTHSIDE OIL	DIESEL	10,411.77
SUMMIT SIGNS	SIGNS	671.50
THE LORD'S CUPBOARD	RECYCLING	62.54
TRAFFIC CONTROL	SERVICE	368.00
TRIDLE, JOHN	REIMBURSEMENT	1,060.17
TRIPLE K	REPAIRS	2,246.88
TSP	PROJECT	2,794.04
TWILIGHT	SUPPLIES	90.50
TWIN CITY HARDWARE	SUPPLIES	2,861.38
TYLER TECHNOLOGIES	TRAINING	5,769.67
VERIZON	SERVICE	40.01
W.S. DARLEY	NOZZLE	259.42
WHITE'S CANYON	SUPPLIES	574.81
WOW	SERVICE	2,646.94
WRIGHT, ALAN	REIMBURSEMENT	6,000.00
ZEP SALES	SUPPLIES	233.55
TOTAL		\$495,506.70

ITEMS FROM CITIZENS ON AGENDA

Charge

Kenny Hall, Prince-Hall Promotions, asked the Commission to reconsider the charge for the use of rodeo grounds on May 17 and 17, 2015 due to construction. After discussion, Mayor Turbiville directed Hall to Deadwood Chamber regarding funding options. No motion was made to rescind prior decision to assess \$500.00 per day fee.

CONSENT

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

- A. Permission for Mayor to sign agreement with FourFront Design, Inc. for cold storage flood hazard remediation in the amount of \$5,950.00 approved on February 2, 2015.
- B. Remove Shelley Corbitt effective March 16, 2015 and Ben Weiss effective March 25, 2015 from the Volunteer Fire Department roster for workers compensation purposes.
- C. Permission for Mayor to sign Quit Claim Deed to Adrian A. Newkirk, Jr. for surplus property sold and described as: Lot 9 Except N. Triangular Part of Lot 9 Block P.
- D. Permission for Chief Fuller to hire up to ten part time temporary police officers during bike rally.
- E. Permission to hire election workers for the April 14, 2015 City Election; Shirley Bergen as superintendent at \$168.00, Arlene Gustafson and Verna Sandidge as clerks at \$143.00 each, with an additional \$10.00 each for attending election school.
- F. Accept resignation from Parking Ramp Attendant Ed Peirce effective March 16, 2015.
- G. Allow use of Sherman Street lot from 8:00 a.m. to 11:00 a.m. on May 13 and 14, 2015 for Lead-Deadwood School District 4th and 5th Grade Triathlon.
- H. Permission to advertise for the following seasonal workers: 8 full time seasonal workers in Parks Department, 4 part time seasonal in Parks, 7 part time seasonal at Mt. Moriah, 2 seasonal in Streets Department, and 1 part time for rubble site.

REGULAR MEETING, April 6, 2015

- I. Resolution 2015-09 Amending Resolution 2014-24 to Vacate Railroad Right-of-Way located on First Interstate Lot. Resolution corrects legal description.

RESOLUTION 2015-09

**AMENDING RESOLUTION 2014-25
RESOLUTION TO VACATE RAILROAD RIGHT-OF-WAY**

WHEREAS, the Deadwood City Commission desires to vacate an easement for railroad right-of-way pursuant to SDCL § 6-5-3,

AND WHEREAS, in 1993 this easement was created by the plat of Bank Lot as shown on the attached Exhibit A, for future potential railroad opportunities. Since that time, the railroad access has been cut off in areas outside of Bank Lot therefore making the easement on this lot useless.

AND WHEREAS, the public interest will be better served by vacating the twenty-five foot (25') easement for railroad right-of-way located on the below-described Bank Lot to make the property available for future development.

Bank Lot, a portion of "Lot R1," City of Deadwood Railroad Property, located in the NW1/4 of Section 26, Township 5 North, Range 3 East, Black Hills Principal Meridian, City of Deadwood, Lawrence County, South Dakota

NOW THEREFORE IT IS HEREBY RESOLVED, pursuant to SDCL 6-5-3, the public interest will be better served by the vacation of the City-owned easement for railroad right-of-way for future development.

IT IS FURTHER RESOLVED, that the Deadwood City Commission shall further follow all mandates of SDCL 6-5-3, as statutorily provided.

Dated this 6th day of April, 2015

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- J. Resolution 2015-10 in Support of Application to occupy SD Department of Transportation Highway Right-of-Way for Days of '76 parade July 24 and 25, 2015.

**RESOLUTION IN SUPPORT OF APPLICATION TO OCCUPY
S.D. DEPARTMENT OF TRANSPORTATION HIGHWAY RIGHT-OF-WAY
WITHIN DEADWOOD CORPORATE LIMITS**

WHEREAS, the City of Deadwood (CITY) will be home to the 93rd Annual Days of '76 Celebration on July 21st through July 25th, 2015; and,

WHEREAS, the Days of '76 Parade is a time honored tradition during the Celebration; and,

WHEREAS, the size and popularity of the parade is such that CITY deems it necessary to block traffic along the parade route; and,

WHEREAS, State of South Dakota Highways 14A and 85 are located within the corporate limits of CITY and are affected by said closure; and,

WHEREAS, CITY herewith is submitting an application to the South Dakota Department of Transportation (SDDOT) for permit to occupy right-of-way for those portions of S.D. Highways 14A and 85 within the corporate limits of CITY on July 24, 2015, beginning at 1:15 p.m. until the end of the parade, and on July 25, 2015, beginning at 9:45 a.m. until the end of the parade; and,

WHEREAS, by submission of the application for permit to occupy right-of-way, CITY agrees to provide protection to highway traffic during occupancy by use of proper signs, barricades, flag persons, and lights as prescribed in the "Manual of Uniform Traffic Control Devices"; and,

WHEREAS, CITY further agrees to indemnify, hold and save harmless the State of South Dakota, its Department of Transportation, its Officers and Employees, from any and all suits, actions or claims of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this Resolution;

REGULAR MEETING, April 6, 2015

NOW, THEREFORE, BE IT RESOLVED, that the City of Deadwood hereby supports the submission of the South Dakota Department of Transportation Application for Permit to Occupy Right-of-Way for the purpose described herein.

Dated this 6th day of April, 2015

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- K. Permission for Mayor to sign agreement between City and Asian American Comparative Collection, University of Idaho, for artifact translation in connection with 2001-2004 Chinatown archeological investigation at cost not to exceed \$2,400.00.
- L. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Steven Ommen, Charlene Ommen, Charles R. Crotty and Angela K. Crotty.
- M. Accept resignation from Rec Center employee Kathryn Shattuck effective December 27, 2014.
- N. Permission for Trent Mohr to attend South Dakota Association of Code Enforcement training on May 6-7 in Mitchell, South Dakota.
- O. Purchase snow blower attachment for John Deere tractor from RDO for \$2,636.78 from Parks budget.
- P. Allow Braxton McKeon to attend one week of training at Law Enforcement Academy from April 6-10 in Pierre at no cost other than use of vehicle.
- Q. Permission for the Chamber of Commerce to have free use of two trolleys for the Fam Tours on June 2-3, 2015.

PUBLIC HEARINGS

Set

Silvernail moved, Ruth seconded to set public hearing at 5:00 p.m. on April 20 for Cinco De Mayo activities: Street closure, waiver of banner and vending fees on May 2. Roll Call: Aye-All. Motion carried.

Ruth moved, Van Den Eykel seconded to set public hearing at 5:00 p.m. on April 20 for Wild Bill Days activities: Street closure June 18 through June 21, open container June 19 and 20, waiver of banner and vending fees for the following non-profits: Deadwood Chamber and Northern Hills Alliance for Children, waiver of vending fee for non-profit food concession at rodeo grounds and waiver of rodeo ground user fees for Deadwood Chamber in conjunction with Strongman's Competition. Roll Call: Aye-All. Motion carried.

Silvernail moved, Van Den Eykel seconded to set public hearing at 5:00 on April 20 for National Impala activities: Street closure from 7:00 p.m. to 10:00 p.m. on July 22. Roll Call: Aye-All. Motion carried.

Ruth moved, Silvernail seconded to set public hearing at 5:00 p.m. on April 20 to allow Motorcycle parking on Main Street and free parking in Interpretive Lot July 26 through August 8. Roll Call: Aye-All. Motion carried.

Todd moved, Silvernail seconded to set public hearing at 5:00 p.m. on April 20 for Legends Ride: Street closure, allow parking on west side of street from 9:00 a.m. to 3:00 p.m. and waiver of banner fees August 3. Roll Call: Aye-All. Motion carried.

Todd moved, Silvernail seconded to set public hearing at 5:00 p.m. on April 20 for Retail (on-off) Malt Beverage for Carbon County Cattle Company, dba Two Buck Slims at 175 Sherman Street. Roll Call: Aye-All. Motion carried.

OLD BUSINESS

Purchase

Van Den Eykel moved, Silvernail seconded to purchase 5500 gallons of #2 diesel at \$1.99 per gallon from Southside. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, April 6, 2015

NEW BUSINESS

Resolution 2015-08

Silvernail moved, Van Den Eykel seconded to approve Resolution 2015-08 to Adopt Revised Employee Personnel Manual. Commissioner Silvernail thanked Finance Officer Nelson and Assistant Finance Officer Morrison for their work. Roll Call: Aye-All. Motion carried.

Resolution to Adopt Revised Employee Personnel Manual

WHEREAS, the City of Deadwood has an existing personnel manual which provides for a uniform and sound personnel administrative system throughout the City, informs employees of general policies and procedures as well as benefits and obligations of employment with the City, and serves as written documentation of the City's commitment to fair employment practices and equal employment opportunity and

WHEREAS, the existing personnel manual has been revised, updated and reviewed by legal counsel.

NOW THEREFORE BE IT RESOLVED that the City of Deadwood shall adopt the document entitled City of Deadwood Employee Personnel Manual (updated 2015), a copy of which shall be attached as Amendment A and filed in the Finance Office

AND BE IT FURTHER RESOLVED that this 2015 Personnel Manual supersedes and replaces any existing Personnel Manual document and becomes effective immediately.

Dated this 6th day of April, 2015

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

Agreement

Ruth moved, Silvernail seconded to accept letter from the Lodge at Deadwood to extend agreement for city slot machine lease for additional three years per contract. Roll Call: Aye-All. Motion carried.

Purchase

Silvernail moved, Ruth seconded to purchase routers for city building from Golden West at cost of \$5,225.00 and cancel certain utilities attributable to T1 lines. Roll Call: Aye-All. Motion carried.

Contracts

Van Den Eykel moved, Silvernail seconded to contract with Tallgrass for Powerhouse Park design process including contract administration. Cost in an amount not to exceed \$21,185.00 will be paid from Historic Preservation Capital Assets Highway 85/385 line item. Roll Call: Aye-All. Motion carried.

Silvernail moved, Ruth seconded to allow the Mayor to sign contract with TSP Inc. in the amount of \$34,923.00 for CA/CO work on phase 2 only: Cemetery Street to Burlington Street with start date of April 2015 to November 2015, to be paid from Water Fund. Roll Call: Aye-All. Motion carried.

Todd moved, Ruth seconded to reserve dates and allow use of rodeo grounds from July 28 through August 9, 2015 for Apex 1996 event with public hearing and allow Mayor to sign contract regarding conditions. Roll Call: Aye-All. Motion carried.

Request

Silvernail moved, Ruth seconded to allow Northern Hills Alliance for Children use of public property for Zombie Run on Saturday September 26, 2015 and allow beer and wine sales outside Days of '76 Museum following event. Roll Call: Aye-All. Motion carried.

Use

Todd moved, Silvernail seconded to allow use of Sherman Street parking lot, use of trolley, waiver of trolley group fee from 10:00 a.m. to 2:00 p.m. for the 18th Annual Mickelson Trail Trek on Sunday September 20, 2015. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, April 6, 2015

Contract

Silvernail moved, Van Den Eykel seconded to contract with Jensen Hardwood to refinish floor at Rec Center and History and Information Center at a cost of \$20,950.00 to be paid from Historic Preservation Capital Assets. Roll Call: Aye-All. Motion carried.

Ordinance #1225

Van Den Eykel moved, Ruth seconded to approve first reading of Ordinance #1225 Amending Alcohol Licensing. Roll Call: Aye-All. Motion carried.

Closure

Silvernail moved, Todd seconded to allow partial closure of that portion of Crescent Street between entrance to Parks Shop and 76 Drive for certain periods due to construction. Street will be open on weekends and after 6:00 p.m. weekdays. Roll Call: Aye-All. Motion carried.

Contract

Van Den Eykel moved, Silvernail seconded to allow the Mayor to sign Memorandum of understanding between City of Deadwood and Gold Dust Lodging LLC for 50/50 cost share to realign sidewalk and allow Mayor to sign contract with Forgey Construction in the amount of \$15,636.60. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Turbiville acknowledged letter from DENR recognizing City of Deadwood with Secretary's Award for Drinking Water Excellence. Public Works Director Green stated this is the 14th consecutive year Deadwood has received this award.

Turbiville stated meetings are held every Tuesday at City Hall at 11:00 a.m. to express concerns and receive updates on the Highway 85 project. Due to the election on Tuesday April 14, 2015, the meeting will be held on Wednesday April 15, 2015 for that week only.

Turbiville stated a "Road Construction Marketing" meeting will be held for businesses affected by the Highway 85 project on April 9, 2015 from 12:00 p.m. to 1:00 p.m. at the HARCC building.

Commissioner Silvernail thanked the Water Department for their work with the Secretary's Award for Drinking Water Excellence.

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

ADJOURNMENT

Silvernail moved, Van Den Eykel seconded to adjourn the regular session at 5:32 p.m. and convene into Executive Session for personnel per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday April 20, 2015.

After coming out of executive session at 5:43 p.m., Silvernail moved, Todd seconded to adjourn.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PAGE: 1

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0585	SD DEPT. OF REVENUE					
		I-042015	101-3000-202	LIQUOR LICENS MALT BEV LIC.-TWO BUCK SLIMS	000000	150.00
01-3309	THE LORD'S CUPBOARD					
		I-40215	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	92.22
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						242.22

01-0418	BLACK HILLS PIONEER					
		I-239-2015	101-4111-423	PUBLISHING NOTICE OF MTG-REVIEW BOARD	000000	15.46
		I-250	101-4111-423	PUBLISHING MINUTES - 2/17/15	000000	165.96
		I-270-2015	101-4111-423	PUBLISHING NOH - FORKS,CORKS,KEGS	000000	16.73
		I-271-2015	101-4111-423	PUBLISHING NOH - MICKELSON TRAIL MARATHON	000000	13.57
		I-280	101-4111-423	PUBLISHING NOH - SNOWMOBILE ACCESS	000000	10.85
		I-286-2015	101-4111-423	PUBLISHING ANNUAL REPORT	000000	106.27
		I-293	101-4111-423	PUBLISHING MINUTES - 3/2/15	000000	191.28
		I-305-2015	101-4111-423	PUBLISHING RESOLUTION 2015-07 - CERTIF'S	000000	183.59
		I-306	101-4111-423	PUBLISHING ORDINANCE #1224-DAYS 76 CONCES	000000	11.76
01-1496	LAWRENCE CO. REGISTER O					
		I-042015	101-4111-422	PROFESSIONAL EASEMENT,DEED,RESOLUTION	000000	60.00
				DEPARTMENT 111	COMMISSION	TOTAL:
						775.47

01-0418	BLACK HILLS PIONEER					
		I-279	101-4130-422	PROFESSIONAL NOTICE-VOTER REGISTRATION	000000	25.23
01-0966	PETTY CASH-FINANCE OFFI					
		I-041515	101-4130-422	PROFESSIONAL ELECTION BOARD MEALS	000000	25.50
01-2655	SANDIDGE, VERNA					
		I-041415	101-4130-422	PROFESSIONAL ELECTION BOARD	000000	153.00
01-2656	GUSTAFSON, ARLENE					
		I-041415	101-4130-422	PROFESSIONAL ELECTION BOARD	000000	153.00
01-3831	BERGEN, SHIRLEY					
		I-041415	101-4130-422	PROFESSIONAL ELECTION BOARD	000000	178.00
				DEPARTMENT 130	ELECTIONS	TOTAL:
						534.73

01-2394	GUNDERSON, PALMER, NELS					
		I-59108	101-4141-422	PROFESSIONAL LEGAL FEES	000000	3,283.56
				DEPARTMENT 141	ATTORNEY	TOTAL:
						3,283.56

PACKET: 03509 COMBINED - 4/21/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 142 FINANCE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0247	NATIONAL BUSINESS FURNI					
		I-2J876737-HNC	101-4142-426	SUPPLIES SUPPLIES	000000	449.00
01-0360	ABC BUSINESS SUPPLY					
		I-8239	101-4142-426	SUPPLIES RECEIPT BOOK	000000	32.32
01-0607	GOVERNMENT FINANCE OFFI					
		I-0123001-2015	101-4142-422	PROFESSIONAL MEMBERSHIP	000000	160.00
01-1725	QUILL CORPORATION					
		C-946351	101-4142-426	SUPPLIES CREDIT FOR RTD.SUPPLIES	000000	59.80-
		I-2822240	101-4142-426	SUPPLIES SUPPLIES	000000	131.56
		I-2893115	101-4142-426	SUPPLIES SUPPLIES	000000	6.29
01-1827	MS MAIL & MARKETING					
		I-7171	101-4142-426	SUPPLIES EMPLOYEE HANDBOOK	000000	352.50
01-3832	BUY ON LINE NOW					
		I-E3997562	101-4142-426	SUPPLIES BINDERS	000000	169.00
		I-E3998458	101-4142-426	SUPPLIES BINDERS	000000	195.30
DEPARTMENT 142 FINANCE					TOTAL:	1,436.17
01-0360	ABC BUSINESS SUPPLY					
		I-7732	101-4192-425	REPAIRS FIXTURE	000000	160.00
		I-7785	101-4192-425-15	REPAIRS - TRO DECAL	000000	135.00
		I-8154	101-4192-425-10	REPAIRS - LIB BULBS	000000	7.98
		I-8197	101-4192-425-04	REPAIRS - CIT BULBS	000000	242.00
		I-8198	101-4192-425-04	REPAIRS - CIT BULBS	000000	286.00
01-0429	BLACK HILLS POWER & LIG					
		I-M-A 15 CH	101-4192-428-04	UTILITIES - C POWER FOR CH	000000	2,418.98
01-0436	BLACK HILLS WINDOW CLEA					
		I-50338	101-4192-422-08	PROFESSIONAL- CH/FIRE/INT CENT	000000	96.00
		I-50338	101-4192-422-04	PROFESSIONAL CH/FIRE/INT CENT	000000	440.00
		I-50338	101-4192-428-07	UTILITIES - F CH/FIRE/INT CENT	000000	258.00
		I-50338	101-4192-428-13	UTILITIES - R CH/FIRE/INT CENT	000000	424.00
01-0551	MENARD'S					
		I-28381	101-4192-425-13	REPAIRS - REC BATTERIES	000000	69.90
		I-31007	101-4192-425	REPAIRS VINYL TILE	000000	11.80
01-0653	FASTENAL COMPANY					
		I-SDSPE81020	101-4192-426-13	SUPPLIES - RE HCS 3/4	000000	12.74
01-0682	PITNEY BOWES INC					
		I-041515	101-4192-426	SUPPLIES POSTAGE METER REFILL	000000	500.00

PACKET: 03509 COMBINED - 4/21/15

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
01-1653	STURDEVANT'S AUTO PARTS					
		I-666610	101-4192-425	REPAIRS PLG RUBBER	000000	163.45
		I-667619	101-4192-426	SUPPLIES HARWARE CLAMP	000000	6.90
01-1725	QUILL CORPORATION					
		I-282240A	101-4192-426	SUPPLIES OFFICE SUPPLIES	000000	53.00
01-2073	SDN COMMUNICATIONS					
		I-0180-04-2015	101-4192-428-04	UTILITIES - C COMMUNICATION BETWEEN CH AND P	000000	285.60
		I-0180-04-2015	101-4192-428-14	UTILITIES - S COMMUNICATION BETWEEN CH AND P	000000	285.60
01-3441	TYCO SIMPLEX GRINNELL					
		I-109502185/01300	101-4192-428-08	UTILITES - HI FINAL PAYMENT	000000	354.19
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	6,211.14
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-290185	101-4193-422	PROFESSIONAL OFFSITE BACKUP SVC,EMAIL SECUR	000000	720.00
				DEPARTMENT 193 DATA PROCESSING	TOTAL:	720.00
01-0360	ABC BUSINESS SUPPLY					
		I-8196	101-4210-426	SUPPLIES TONER	000000	79.00
01-0467	CULLIGAN OF THE NORTHER					
		I-63014	101-4210-424	RENTALS BOTTLED WATER, CUPS	000000	31.00
		I-63500	101-4210-424	RENTALS WATER COOLER RENTAL - POLICE	000000	15.00
01-0619	TWILIGHT FIRST AID & SA					
		I-117375	101-4210-424	RENTALS FIRST AID SUPPLIES - POLICE	000000	36.30
01-0912	SD DEPT. OF HEALTH					
		I-040115	101-4210-422	PROFESSIONAL HEP A & HEP B SHOT	000000	20.00
01-0917	DEADWOOD DEVELOPMENT CO					
		I-50739	101-4210-422	PROFESSIONAL SHIP FEE-LAW ENFORCEMENT TRAIN'G	000000	30.83
01-0966	PETTY CASH-FINANCE OFFI					
		I-041515	101-4210-422	PROFESSIONAL REIMBURSEMENT	000000	120.00
01-0970	FULLER, KELLY					
		I-040315	101-4210-415	GROUP INSURAN INSURANCE REIMBSMT - MAR	000000	426.62
01-1399	NEVE'S UNIFORMS, INC.					
		I-RP-034492	101-4210-426	SUPPLIES UNIFORM SHIRTS & PANTS	000000	522.58
		I-RP-034548	101-4210-426	SUPPLIES UNIFORM PANTS	000000	187.50

PACKET: 03509 COMBINED - 4/21/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1740	STREICHER'S	I-1146012	101-4210-426	SUPPLIES GRAPHICS	000000	125.97
01-1827	MS MAIL & MARKETING	I-7145	101-4210-426	SUPPLIES WARNING TICKETS	000000	90.00
		I-7165	101-4210-426	SUPPLIES EVIDENCE FORMS	000000	156.00
					DEPARTMENT 210 POLICE	TOTAL: 1,840.80
01-0078	SD FIRE CHIEF'S ASSOCIA	I-041615-CY2015	101-4221-422	PROFESSIONAL 2015 MEMBERSHIP	000000	100.00
01-0360	ABC BUSINESS SUPPLY	I-04092015	101-4221-426	SUPPLIES BUSINESS CARDS - FIRE DEPT	000000	13.81
01-0418	BLACK HILLS PIONEER	I-033115	101-4221-429	OTHER ADS FOR PANCAKE FEED	000000	150.00
01-0864	M & T FIRE AND SAFETY	I-97630	101-4221-426	SUPPLIES ABC POWDER	000000	119.00
		I-97635	101-4221-434	MACHINERY/EQU DRAEGER W/CHARGER KIT	000000	915.11
01-1653	STURDEVANT'S AUTO PARTS	I-666901	101-4221-425	REPAIRS FITTINGS	000000	15.04
		I-666962	101-4221-425	REPAIRS CONNECTOR	000000	5.64
01-1827	MS MAIL & MARKETING	I-7144	101-4221-422	PROFESSIONAL THNK YOU NOTES, BUSINESS CARDS	000000	55.00
01-1844	DANKO EMERGENCY EQUIPME	I-66001	101-4221-425	REPAIRS BATTERY	000000	755.00
01-2594	DEADWOOD FIRE DEPARTMEN	I-010615	101-4221-422	PROFESSIONAL REPLC LOST CK#81832 (MEMBERSHIP)	000000	100.00
01-3056	NORTHERN HILLS TECHNOLO	I-10470	101-4221-422	PROFESSIONAL COMPUTER SERVICES	000000	44.50
		I-10486	101-4221-422	PROFESSIONAL ONLINE BACKUP SERVICE/STORAGE	000000	39.00
01-3170	MED-TECH RESOURCE, INC.	I-42142	101-4221-434	MACHINERY/EQU FIRE GLOVES, TOURNIQUET	000000	116.44
01-3618	KDSJ 980 AM RADIO	I-15-03-036	101-4221-429	OTHER ADS FOR PANCAKE FEED-FIRE DEPT	000000	210.00
					DEPARTMENT 221 FIRE DEPARTMENT ADMINISRTOTAL:	2,638.54

PACKET: 03509 COMBINED - 4/21/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 232 BUILDING INSPECTION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE	I-289821	101-4232-422	PROFESSIONAL PRINTER INSTALLATION	000000	93.50
01-1725	QUILL CORPORATION	I-2911989	101-4232-426	SUPPLIES INK FOR BI	000000	109.96
		I-3029268	101-4232-426	SUPPLIES OFFICE SUPPLIES	000000	6.29
01-1899	CODE WORKS	I-1781	101-4232-422	PROFESSIONAL WILD WEST WINNERS CLUB	000000	65.00
DEPARTMENT 232 BUILDING INSPECTION					TOTAL:	274.75
01-0097	FARMER BROTHERS CO	I-61395265	101-4310-426	SUPPLIES COFEE/CREAMER	000000	154.60
01-0360	ABC BUSINESS SUPPLY	I-8178	101-4310-426	SUPPLIES BULBS	000000	44.00
01-0418	BLACK HILLS PIONEER	I-031715	101-4310-422	PROFESSIONAL ADVERTISEMENTS	000000	108.00
01-0467	CULLIGAN OF THE NORTHER	I-80122	101-4310-426	SUPPLIES WATER FOR PW	000000	19.50
		I-80816	101-4310-426	SUPPLIES WATER FOR PW	000000	19.50
		I-81190	101-4310-426	SUPPLIES WATER FOR PW	000000	19.50
01-0547	M&M SANITATION	I-27490	101-4310-426	SUPPLIES TOILET RENTAL	000000	110.00
01-0619	TWILIGHT FIRST AID & SA	I-117366	101-4310-426	SUPPLIES FIRST AID	000000	91.45
01-0677	LAWSON PRODUCTS, INC.	I-9303179191	101-4310-426	SUPPLIES LUBE/WASHER ZINC/SUPPLIES	000000	238.81
		I-9303183780	101-4310-426	SUPPLIES STAPLE ASSORTMENT	000000	142.20
		I-9303186827	101-4310-426	SUPPLIES STAPLE ASSORTMENT	000000	183.96
		I-9303189769	101-4310-426	SUPPLIES PRO TACK WELDER	000000	456.23
01-0723	NORTHERN TRUCK EQUIPMEN	I-INV022059	101-4310-434	MACHINERY/EQU SNOWPLOW LIGHT KIT	000000	5,900.00
01-0782	JACOBS PRECISION WELDIN	I-21678	101-4310-426	SUPPLIES GA TUBING	000000	5.87
		I-21734	101-4310-425	REPAIRS LATHE	000000	200.00
01-1333	DEADWOOD ELECTRIC	I-21045	101-4310-422	PROFESSIONAL REWIRE CROSSWALK LIGHTS BY CH	000000	139.03

PACKET: 03509 COMBINED - 4/21/15

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
01-1348	EDDIE'S TRUCK SALES, IN					
		I-R201002144	101-4310-425	REPAIRS	REPAIRS TO FREIGHTLINER	000000 645.15
01-1500	A & B WELDING					
		I-00913602	101-4310-426	SUPPLIES	CYLINDER	000000 67.75
01-1589	LAKER CHEMICAL, INC. db					
		I-100867	101-4310-426	SUPPLIES	TACK COAT	000000 305.00
01-1653	STURDEVANT'S AUTO PARTS					
		C-666721	101-4310-425	REPAIRS	U JOINT	000000 8.81-
		I-666720	101-4310-425	REPAIRS	U JOINT	000000 23.06
		I-666738	101-4310-425	REPAIRS	WIRE KIT	000000 116.72
		I-666813	101-4310-425	REPAIRS	OIL FILTER	000000 41.39
		I-666823	101-4310-426	SUPPLIES	FASTFIT GLOVE	000000 53.40
		I-666824	101-4310-425	REPAIRS	OIL FILTER	000000 34.77
		I-666839	101-4310-426	SUPPLIES	DOME CAP	000000 1.76
		I-666856	101-4310-425	REPAIRS	TRUCK TIRE	000000 2.08
		I-666913	101-4310-425	REPAIRS	FUEL LINE HOSE	000000 4.02
		I-667182	101-4310-425	REPAIRS	SPARK PLUG ASM	000000 99.53
		I-667422	101-4310-426	SUPPLIES	BENCH GRIND WHEEL	000000 11.00
		I-667882	101-4310-425	REPAIRS	CHROME BREATHER	000000 5.73
		I-668009	101-4310-425	REPAIRS	HOSE HYD	000000 11.95
		I-668011	101-4310-425	REPAIRS	MANIFOLD SET	000000 72.36
		I-668116	101-4310-425	REPAIRS	STARTER SW	000000 35.63
01-1725	QUILL CORPORATION					
		I-282240A	101-4310-426	SUPPLIES	OFFICE SUPPLIES	000000 53.00
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1038491	101-4310-422	PROFESSIONAL	TRACK SKIDSTEER	000000 145.00
01-1830	CALIFORNIA CONTRACTORS					
		I-70225	101-4310-426	SUPPLIES	BREAKER BAR/WRENCH	000000 333.10
01-1832	HILLS PRODUCTS GROUP					
		I-WW60073742	101-4310-425	REPAIRS	GUARD RAIL	000000 1,062.25
		I-WW60073743	101-4310-425	REPAIRS	GUARD RAIL	000000 647.50
01-1879	CONRAD'S BIG "C" SIGNS,					
		I-24078	101-4310-425	REPAIRS	SIGNAL REPAIRS	000000 131.63
		I-24355	101-4310-425	REPAIRS	HOUSE MOVE-STREET LIGHTS	000000 4,800.00
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV010161	101-4310-426	SUPPLIES	CHEMICAL INJECTION PUMP	000000 729.30
01-3346	REGIONAL HEALTH PHYSICI					
		I-129497C2296	101-4310-422	PROFESSIONAL	TESTING	000000 25.00

PACKET: 03509 COMBINED - 4/21/15

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
01-3424	BLACK HILLS URGENT CARE					
		I-2354765	101-4310-422	PROFESSIONAL TESTING	000000	90.00
				DEPARTMENT 310 STREETS	TOTAL:	17,371.92
01-1380	WASTE CONNECTIONS, INC.					
		I-11846077	101-4320-422	PROFESSIONAL GARBAGE SERVICES	000000	6,601.30
		I-11847389	101-4320-422	PROFESSIONAL RECYCLE BINS	000000	1,022.00
				DEPARTMENT 320 SANITATION	TOTAL:	7,623.30
01-0213	TRUGREEN CHEM-LAWN					
		I-30127072	101-4520-422	PROFESSIONAL GORDON PARK	000000	141.75
		I-30130618	101-4520-422	PROFESSIONAL ADAMS MUS	000000	40.75
		I-30136415	101-4520-422	PROFESSIONAL HISTORY INFO CENTER	000000	43.25
		I-30136419	101-4520-422	PROFESSIONAL LIBRARY	000000	43.25
		I-30140767	101-4520-422	PROFESSIONAL ADAMS HOUSE	000000	40.75
		I-30147027	101-4520-422	PROFESSIONAL LAWN TREATMENT-ADAMS MUS	000000	73.50
01-0467	CULLIGAN OF THE NORTHER					
		I-80380	101-4520-426	SUPPLIES WATER FOR PARKS	000000	13.00
01-0547	M&M SANITATION					
		I-27492	101-4520-426	SUPPLIES TOILET RENTAL	000000	153.40
01-0619	TWILIGHT FIRST AID & SA					
		I-117369	101-4520-426	SUPPLIES FIRST AID	000000	57.75
01-0782	JACOBS PRECISION WELDIN					
		I-21734	101-4520-426	SUPPLIES LATHE	000000	200.00
01-1380	WASTE CONNECTIONS, INC.					
		I-11845925	101-4520-422	PROFESSIONAL DELIVERY FEE	000000	100.00
		I-11845947	101-4520-422	PROFESSIONAL REAR LOAD DUMPSTER	000000	590.79
01-1502	BLACK HILLS CHEMICAL					
		I-080894	101-4520-426	SUPPLIES TISSUES/CLEANERS	000000	303.16
		I-081202	101-4520-426	SUPPLIES CLEANERS	000000	87.72
01-1653	STURDEVANT'S AUTO PARTS					
		I-666455	101-4520-426	SUPPLIES WRENCH RATCHETING/COMBO	000000	20.58
		I-667312	101-4520-425	REPAIRS WW GAL	000000	125.28
		I-667583	101-4520-425	REPAIRS AIR FILTER	000000	217.97
		I-667661	101-4520-425	REPAIRS SPARK PLUGS	000000	17.62
		I-667751	101-4520-425	REPAIRS X05W20QSP	000000	52.68
01-1725	QUILL CORPORATION					

4/17/2015 1:04 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 03509 COMBINED - 4/21/15

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
=====						
01-1725	QUILL CORPORATION	continued				
		I-282240A	101-4520-426	SUPPLIES OFFICE SUPPLIES	000000	51.01
DEPARTMENT 520 PARKS						TOTAL: 2,374.21

01-2757	4-IMPRINT, INC.					
		I-3850386	101-4640-426	SUPPLIES OFFICE PENS	000000	97.83
DEPARTMENT 640 PLANNING AND ZONING						TOTAL: 97.83

FUND 101 GENERAL FUND						TOTAL: 45,424.64

4/17/2015 1:04 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

PACKET: 03509 COMBINED - 4/21/15

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0467	CULLIGAN OF THE NORTHER					
		I-80829	206-4550-426	SUPPLIES 5 GAL.WATER - LIBRARY	000000	5.50
DEPARTMENT 550 LIBRARY						TOTAL: 5.50

FUND 206 LIBRARY FUND						TOTAL: 5.50

PACKET: 03509 COMBINED - 4/21/15

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0124	TRIDLE, JOHN	I-6324	209-4510-426	SUPPLIES HAND TALLY COU	000000	20.00
01-0223	COCA COLA BOTTLING COMP	I-1431215	209-4510-426	SUPPLIES WATER FOR REC	000000	20.60
		I-1431249	209-4510-426	SUPPLIES WATER FOR REC	000000	20.60
		I-147121	209-4510-426	SUPPLIES WATER FOR REC	000000	14.00
		I-151574	209-4510-426	SUPPLIES WATER FOR REC	000000	14.00
		I-155773	209-4510-426	SUPPLIES WATER FOR REC	000000	14.00
		I-159634	209-4510-426	SUPPLIES WATER FOR REC	000000	14.00
01-0360	ABC BUSINESS SUPPLY	I-7696	209-4510-426	SUPPLIES PUSH PINS	000000	15.80
01-0418	BLACK HILLS PIONEER	I-150330	209-4510-422	PROFESSIONAL PROMO	000000	10.00
01-0619	TWILIGHT FIRST AID & SA	I-117374	209-4510-426	SUPPLIES FIRST AID	000000	79.95
01-0931	PLAY IT AGAIN SPORTS	I-221847	209-4510-426	SUPPLIES KETTLE BELLS	000000	331.15
01-1380	WASTE CONNECTIONS, INC.	I-11846077	209-4510-422	PROFESSIONAL GARBAGE SERVICES	000000	65.00
01-1725	QUILL CORPORATION	I-3029268	209-4510-426	SUPPLIES OFFICE SUPPLIES	000000	335.79
01-2645	HAWKINS INC	I-3710029	209-4510-426	SUPPLIES CHEMICALS	000000	574.13
01-2866	ATLAS BUILDING MAINTENA	I-1503026	209-4510-426	SUPPLIES CITRI SOLVE	000000	412.94
01-3151	KONE INC.	I-221725355	209-4510-422	PROFESSIONAL MAINTENANCE CONTRACT	000000	133.40
01-3346	REGIONAL HEALTH PHYSICI	I-129497C2296	209-4510-422	PROFESSIONAL TESTING	000000	50.00
01-3424	BLACK HILLS URGENT CARE	I-2354765	209-4510-422	PROFESSIONAL TESTING	000000	60.00
01-3506	ALSCO	I-LCAS946470	209-4510-426	SUPPLIES MATS	000000	75.17
01-3618	KDSJ 980 AM RADIO	I-15-03-035	209-4510-423	PUBLISHING PLAY OFF GAME	000000	120.00

4/17/2015 1:04 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

PACKET: 03509 COMBINED - 4/21/15

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
=====						
01-3648	NETWORK SERVICES COMPAN					
		I-121795-0	209-4510-426	SUPPLIES TOWELS	000000	25.41
		I-121797-0	209-4510-426	SUPPLIES TISSUE/CLEANERS	000000	254.73
		I-124095-0	209-4510-426	SUPPLIES CLEANERS	000000	161.22
		I-124096-0	209-4510-426	SUPPLIES TISSUES	000000	157.56
DEPARTMENT 510 REC CENTER					TOTAL:	2,979.45

FUND 209 BED & BOOZE FUND					TOTAL:	2,979.45

PACKET: 03509 COMBINED - 4/21/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-1977	215-4572-235	VISITOR MGMT MAIN ST WEB CAM	000000	2,000.00
01-3027	YELLOWSTONE INTERNATIONAL	I-16565942	215-4572-235	VISITOR MGMT 1/8 PAGE AD 2015 ISSUE	000000	1,000.00
01-3295	PANNIER	I-153943	215-4572-235	VISITOR MGMT CUSTER & BASEBALL PANEL	000000	415.48
01-3558	DEADWOOD HISTORY, INC.	I-032515	215-4572-235	VISITOR MGMT REIMB DINOSAUR 13 FILM	000000	275.00
		I-040215-1	215-4572-235	VISITOR MGMT 2015 PASTPORT	000000	1,500.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 5,190.48
01-0171	CENTER FOR WESTERN STUD	I-041615	215-4573-335	HIST. INTERP. REGISTRATION FEE-CONFERENCE	000000	55.00
01-0360	ABC BUSINESS SUPPLY	I-8140	215-4573-335	HIST. INTERP. WHOLE PUNCHES	000000	18.79
01-0451	RUNGE, MIKE	I-040715	215-4573-335	HIST. INTERP. REIMB DIGITAL FRAME COBURN EXH	000000	84.99
01-2014	TOMS, DON	I-2015_LC_TRANSCRIPT	215-4573-335	HIST. INTERP. BOOK 2 LODE & LAND TRANSFER	000000	630.00
01-2204	FERBER ENGINEERING COMP	I-J15-112.1	215-4573-340	HIST. INTERP. WEB MAP TECHNICAL SUPPORT	000000	527.50
DEPARTMENT 573 HP HISTORIC INTERPRETATION						TOTAL: 1,316.28
01-0578	TWIN CITY HARDWARE & LU	I-D320325	215-4575-525	GRANT/LOAN PA PAINT GRANT 850 MAIN	000000	119.99
		I-E14185	215-4575-525	GRANT/LOAN PA PAINT GRANT 850 MAIN	000000	119.99
01-1219	BROKEN BOOT GOLD MINE,	I-40715	215-4575-510	GRANT/LOAN NO 2013 NOT FOR PROFIT GRANT	000000	2,928.88
01-3472	DAKOTA TERRITORIAL MUSE	I-40715	215-4575-520	GRANT/LOAN PR 2014 OUTSIDE OF DEADWOOD GRANT	000000	15,000.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOAN						TOTAL: 18,168.86
01-0382	ARLETH LAND SURVEYING L	I-834	215-4576-600	PROFES. SERV. GATEWAY ENHANCEMENTS	000000	2,490.00

PACKET: 03509 COMBINED - 4/21/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2394	GUNDERSON, PALMER, NELS	I-59108	215-4576-620	PROFES. SERV. LEGAL FEES	000000	3,390.00
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						5,880.00
01-1496	LAWRENCE CO. REGISTER O	I-042015	215-4577-795	CAPITAL ASSET EASEMENT.DEED,RESOLUTION	000000	30.00
01-3549	VICTOR STANLEY, INC.	I-SI31053	215-4577-750	CAPITAL ASSET LITTER RECEPTABLE & BENCHES	000000	16,904.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						16,934.00
01-0097	FARMER BROTHERS CO	I-6139526490	215-4641-426	SUPPLIES SUPPLIES	000000	9.00
01-0340	MIDCONTINENT COMMUNICAT	I-040215	215-4641-428	UTILITIES 3 SIEVER 4/01-4/30/15	000000	65.00
01-0360	ABC BUSINESS SUPPLY	I-8100	215-4641-434	MACHINERY/EQU WALL MNT PROJECTOR SCREEN	000000	345.00
		I-8123	215-4641-426	SUPPLIES SCANNED STAMP	000000	29.10
		I-8182	215-4641-426	SUPPLIES Pocket Folders	000000	51.87
01-0418	BLACK HILLS PIONEER	I-331	215-4641-423	PUBLISHING ORDINANCE #1211-AMEND H P CODE	000000	349.10
01-0467	CULLIGAN OF THE NORTHER	I-62515	215-4641-426	SUPPLIES BOTTLED WATER	000000	19.50
		I-63384	215-4641-426	SUPPLIES BOTTLED WATER	000000	19.50
		I-63498	215-4641-426	SUPPLIES WATER COOLER RENTAL	000000	15.00
01-1509	JUNEKS SERVICE	I-5001344	215-4641-434	MACHINERY/EQU DURANGO REPAIR	000000	23.75
01-1827	MS MAIL & MARKETING	I-7140	215-4641-423	PUBLISHING CITY NEWSLETTER - MAR 2015	000000	631.19
01-2363	JOHN WILEY & SONS, INC.	I-577947	215-4641-426	SUPPLIES ARCH GRAPHIC STANDARDS BOOK	000000	212.74
01-2757	4-IMPRINT, INC.	I-3850386	215-4641-426	SUPPLIES OFFICE PENS	000000	97.83
01-3346	REGIONAL HEALTH PHYSICI	I-129497C2296	215-4641-422	PROFESSIONAL TESTING	000000	75.00

4/17/2015 1:04 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET: 03509 COMBINED - 4/21/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3373	AMAZON WEB SERVICES					
		I-51243988	215-4641-428	UTILITIES 03/01-03/31/15	000000	203.02
01-3424	BLACK HILLS URGENT CARE					
		I-2354765	215-4641-422	PROFESSIONAL TESTING	000000	30.00
DEPARTMENT 641 OFFICE HIST. PRES.					TOTAL:	2,176.60
FUND 215 HISTORIC PRESERVATION					TOTAL:	49,666.22

4/17/2015 1:04 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

PACKET: 03509 COMBINED - 4/21/15

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0130	TURBIVILLE, CHARLES					
		I-20150408-458	216-1310	DUE FROM OTHE WORK DONE-458 WILLIAMS-TURBIVI	000000	7,716.43
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 7,716.43

01-2394	GUNDERSON, PALMER, NELS					
		I-58889	216-4653-422	PROFESSIONAL LEGAL SERVICES	000000	165.00
		I-59108	216-4653-422	PROFESSIONAL LEGAL FEES	000000	60.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 225.00

				FUND	216	REVOLVING LOAN
						TOTAL: 7,941.43

PACKET: 03509 COMBINED - 4/21/15

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-295-2015	602-4330-423	PUBLISHING 2014 DRINKING WATER REPORT	000000	142.44
01-0561	SD ONE CALL					
		I-SD15-0592	602-4330-422	PROFESSIONAL MARCH 2015	000000	26.64
01-0619	TWILIGHT FIRST AID & SA					
		I-117366	602-4330-426	SUPPLIES FIRST AID	000000	90.50
01-0677	LAWSON PRODUCTS, INC.					
		I-9303177407	602-4330-426	SUPPLIES SHORT BRASS NUTS	000000	40.79
01-0684	NORTHWEST PIPE FITTINGS					
		I-144537	602-4330-426	SUPPLIES SW CHECK VALVE	000000	49.95
01-0782	JACOBS PRECISION WELDIN					
		I-21734	602-4330-425	REPAIRS LATHE	000000	200.00
01-0966	PETTY CASH-FINANCE OFFI					
		I-041515	602-4330-426	SUPPLIES POSTAGE-WATER SAMPLES	000000	5.95
01-1491	RENNER, DONOVAN					
		I-40115	602-4330-415	GROUP INSURAN INSURANCE REIMBSMT - MARCH	000000	242.27
01-1681	BIERSCHBACH EQUIPMENT &					
		I-935639	602-4330-426	SUPPLIES SUBMERSIBLE PUMP	000000	490.00
01-1725	QUILL CORPORATION					
		I-282240A	602-4330-426	SUPPLIES OFFICE SUPPLIES	000000	53.00
01-1827	MS MAIL & MARKETING					
		I-7140	602-4330-426	SUPPLIES UTILITY BILLS MAILING - MARCH	000000	253.03
01-3346	REGIONAL HEALTH PHYSICI					
		I-129497C2296	602-4330-422	PROFESSIONAL TESTING	000000	25.00
01-3424	BLACK HILLS URGENT CARE					
		I-2354765	602-4330-422	PROFESSIONAL TESTING	000000	60.00
01-3578	WIN - 911 SOFTWARE					
		I-1410034503	602-4330-422	PROFESSIONAL SOFTWARE MAINTENANCE	000000	395.00
DEPARTMENT 330 WATER						TOTAL: 2,074.57
FUND 602 WATER FUND						TOTAL: 2,074.57

PACKET: 03509 COMBINED - 4/21/15

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
01-1424	SOUTHSIDE SERVICE					
		I-41735	610-4360-425	REPAIRS OIL CHANGE - JEEP LIBERTY	000000	58.70
01-3712	PASSPORT PARKING, INC.					
		I-1883	610-4360-422	PROFESSIONAL MOBILE PAY/METERS	000000	27.75
				DEPARTMENT 360 PARKING/TRANSPORTATION	TOTAL:	86.45
01-0467	CULLIGAN OF THE NORTHER					
		I-63021	610-4361-426	SUPPLIES 3 BAGS SALT	000000	24.75
		I-63501	610-4361-426	SUPPLIES SOFTENER RENTAL - TROLLEY	000000	22.00
01-0545	LYNN'S DAKOTA MART					
		I-0112	610-4361-426	SUPPLIES 10 PKS WATER	000000	39.90
01-0619	TWILIGHT FIRST AID & SA					
		I-117370	610-4361-426	SUPPLIES FIRST AID SUPPLIES - TROLLEY	000000	60.75
01-1500	A & B WELDING					
		I-197098	610-4361-426	SUPPLIES ACETYLENE	000000	67.75
01-1503	BLACK HILLS SPECIAL SER					
		I-3439	610-4361-422	PROFESSIONAL TROLLEY CLEANING - MARCH	000000	1,228.00
01-1543	ZEP SALES & SERVICE					
		I-9001569301	610-4361-426	SUPPLIES ZEP 40,SPREE,BLUE SKY	000000	370.42
01-1653	STURDEVANT'S AUTO PARTS					
		I-666729	610-4361-426	SUPPLIES TRIM PANEL	000000	8.17
		I-666983	610-4361-426	SUPPLIES AERO WHITE	000000	4.39
		I-667263	610-4361-426	SUPPLIES AIR FILTER,REST	000000	23.28
		I-667265	610-4361-426	SUPPLIES OIL FILTER	000000	4.14
		I-667427	610-4361-426	SUPPLIES NUTS, WASHERS	000000	9.58
		I-667821	610-4361-426	SUPPLIES SWITCH	000000	27.56
		I-668158	610-4361-426	SUPPLIES CUTTING WHEEL STEEL	000000	3.56
01-1654	CHEMSEARCH					
		I-1851997	610-4361-426	SUPPLIES SPARKLE AEROSOL	000000	301.56
01-2174	SPECIALTY VEHICLES					
		I-25150	610-4361-425	REPAIRS REAR BUMPER/TROLLEY	000000	502.48
01-3424	BLACK HILLS URGENT CARE					
		I-2354765	610-4361-422	PROFESSIONAL TESTING	000000	96.00
01-3571	KRUZEL, TOM					
		I-E1355668	610-4361-426	SUPPLIES REIMBSMT - AC UNIT	000000	244.78
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	3,039.07
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	3,125.52

4/17/2015 1:04 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

PACKET: 03509 COMBINED - 4/21/15

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0602	CENTURY LINK					
		I-6055787701-APR15	611-4362-428	UTILITIES	PHONE CHARGES - PARKNG RAMP	000000 254.01
01-3151	KONE INC.					
		I-221725355	611-4362-426	SUPPLIES	MAINTENANCE CONTRACT	000000 133.40
01-3424	BLACK HILLS URGENT CARE					
		I-2354765	611-4362-426	SUPPLIES	TESTING	000000 30.00
				DEPARTMENT 362	MAIN STREET RAMP	TOTAL: 417.41
				FUND	611 MAIN STREET RAMP	TOTAL: 417.41

4/17/2015 1:04 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

PACKET: 03509 COMBINED - 4/21/15

VENDOR SET: 01

FUND : 701 RUBBLE SITE

DEPARTMENT: 324 RUBBLE SITE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0315	BLACK HILLS DISPOSAL IN					
		I-14203	701-4324-422	PROFESSIONAL ROLL OFF/ELECTRONICS	000000	800.00
01-0418	BLACK HILLS PIONEER					
		I-031715	701-4324-422	PROFESSIONAL ADVERTISEMENTS	000000	190.00
01-0547	M&M SANITATION					
		I-27491	701-4324-426	SUPPLIES TOILET RENTAL	000000	110.00
			DEPARTMENT 324	RUBBLE SITE	TOTAL:	1,100.00
			FUND	701 RUBBLE SITE	TOTAL:	1,100.00

4/17/2015 1:04 PM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

PACKET: 03509 COMBINED - 4/21/15

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-012115	723-4000-429	OTHER REPLC LOST CK#81993-PMT 7,YR 3	000000	18,852.27
		I-042115	723-4000-429	OTHER CITY SLOTS - PYMT 10, YR 3	000000	18,852.27
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	37,704.54
			FUND	723 NICKEL SLOT PAYMENT AGENCY	TOTAL:	37,704.54
					REPORT GRAND TOTAL:	150,439.28

4-20-15
SB

Application for Horse-Drawn Vehicle Permit

Deadwood Stage Tours LLC applies for Two (2) permits to operate a business involving giving rides to persons on horse drawn vehicles on the streets of Deadwood.

The starting point will be in front of the Deadwood Wild Bill Trading Post on Main Street and will travel up Main Street turning around in the Wells Fargo Parking Lot then down Main Street turning around in either the Four Aces Parking Lot or the lower Main City Parking Lot and back to the starting point. Rides will be offered from approximately 11:00 AM. to 5:00 PM. 6 days a week from May 16th thru Sept. 15th, excluding the Motorcycle Rally and Deadwood Kool Nites. Daily operation times may vary depending upon demand. It is anticipated there will be a maximum of two (2) trips per hour.

I am requesting use of the Deadwood Stage which will be pulled by a team of 2 horses. I have purchased 4 horses and plan on alternating teams, giving each team a day of rest every other day. If the demand is sufficient I would use the second permit for an additional horse drawn vehicle and purchase an additional 2 horses.

The stage and horses would be kept at the Days of 76 Campground when not being used. Travel from the campground to Main Street in the mornings and evenings will be on side streets and through the lower Main Parking Lot.

I will be the principal owner of Deadwood Stage Tours, LLC. I am in the process of purchasing a \$1,000,000.00 (one million) Liability Policy and will purchase \$50,000.00 property coverage policy on the Deadwood Stage. Other than myself, experienced Teamster Ken Carter will drive the teams. Ken is originally from Whitewood and currently drives a team that pulls a Stagecoach in Tombstone Arizona during the winter months.

Tickets will be sold at a stand to be set up the sidewalk at the starting point and may also be sold at some Main Street business.

Diapers will be provided for the horses while on Main Street. New harnesses have been purchased and proper maintenance will be performed on the stage and horse equipment with specific attention and priority to public safety considerations.

Additional Horse-Drawn Vehicle Application Information

Deadwood Stage Tours will start ^{with} utilizing Rick Conrad's white Amish Visa carriage previously used by Rick for several years on Deadwood's Main Street. During this time, Rick did not have any accidents, injuries or safety problems. The four-passenger carriage is currently stored at the Days of '76 Campground. The wheels are wooden but rubber-lined on the outside. There is also room for one person in front next to the driver.

Deadwood Stage Tours will not operate during Wild Bill Days or other street closure events in addition to the Rally and Kool Deadwood Nights as stated in the application.

Dick Herman has met with Deadwood Alive and will coordinate with Deadwood Alive street performances. He also will have a training session at the rodeo grounds with Deadwood Alive involving gunshots and loud noises.

The horses will be checked by a veterinarian prior to being used and periodically thereafter. The two-horse teams will be alternated with each team having a day of rest after being used. The teams will be exercised at the rodeo grounds each morning before heading up to Main Street to make sure there are no problems.

The route and hours of operation will be as set for the in the attached application except that the carriage may turn around in the Tin Lizzie's area due to the fact that the carriage is a fifth-wheel type allowing for sharp small radius turns.

Please advise if other information is desired or necessary.

A copy of the original application is attached.

The proposed starting date is May 23, 2014, and the ending date is September 15, 2014.

Date Received _____
 Date Issued _____

License No. _____ 420115
6B

Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

A. Owner Name and Address

Deadwood History, Inc.
 150 Sherman Street
 Deadwood, SD 57732

B. Business Name and Address

Days of '76 Museum
 18 Seventy-Six Drive
 Deadwood, SD 57732

Owner's Telephone #: (605) 722-4800

Business Telephone #: (605) 578-1657

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☒ Retail (on-sale) Liquor Saturday, May 16, 2015 - 3pm to 10pm
☐ Retail (on-sale) Liquor - Restaurant
☐ Retail (on-off sale) Wine
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Malt Beverage
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package (off sale) Malt Beverage
☐ Package (off sale) Malt Beverage & SD Farm Wine
☐ Other (please classify) _____
☐ Transfer Fee \$150.00

Number of other Package Liquor Licenses held: _____

Number of other On-sale Liquor Licenses held: _____

Is this License in active use? ☐ Yes ☐ No

D. Legal description of licensed premise:

Days of '76 Museum
 18 Seventy-Six Drive
 Deadwood, SD 57732

Have you ever been convicted of a felony? ☐ Yes ☒ No

Do you own ☐ or lease ☒ this property? (Check one)

E. State Sales Tax Number: 1027-6963-STMC

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.

G. New license? ☐ Transfer? (\$150) ☐ Re-issuance? ☐

H. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Signed this 8th day of April 2015 Signature [Signature]

I. Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality? ☐ Yes ☐ No County: _____

This application was subscribed and sworn to before me this _____ day of _____

Approving Officer's Telephone number _____ Signature: _____

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____ Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation? ☐ Yes ☐ No

Are real property taxes paid to date? ☐ Yes ☐ No

Ineligible for video lottery ☐

Number of video lottery terminals on licensed premise: _____

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

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

4-20-15
6 H

April 20, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Guardrail Purchase

SUMMARY

It has been determined that the guardrail installation on two corners on Mt Roosevelt Rd. is insufficient for safety reasons. We have begun the process of extending the guardrails on these two corners. This has diminished our supply of guardrails needed for repairs along the Sherman St. parking lot and other areas.

We have a quote from our guardrail supplier to restock our supply for \$3,537.50

RECOMMENDATION

It is my recommendation that the Commission approve purchase of 40 pcs of guardrail w/accessory bolts for \$3,537.50.

61

CITY OF
DEADWOOD
PUBLIC WORKS DEPARTMENT

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

April 20, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Hardwood Floor Refinishing

SUMMARY

During the April 6, 2015 Commission meeting approval was given for accepting the bid, from Jensen Hardwood Floors, for refinishing work on the hardwood floors in the History Center and the Recreation Center gymnasium floor. The approval was for the amount of \$20,950.40. The actual quotes from Jensen Hardwood Floors was for \$20,982.40, which is \$32.00 higher than the approved amount.

RECOMMENDATION

It is my recommendation that the Commission approve the corrected amount for Jensen Hardwood Floors and give the Mayor permission to sign a contract for \$20,982.40

4-20-15
bk

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
TALLGRASS LANDSCAPE ARCHITECTURE, LLC
CONCERNING THE 2016 POWERHOUSE PARK PROJECT**

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 TALLGRASS LANDSCAPE ARCHITECTURE, LLC, with its principal place of business located at 25138 Little Italy Road, Custer, SD 57730, hereinafter referred to as "TALLGRASS;"

WHEREAS, TALLGRASS has agreed to provide concept drawings, engineer's construction estimate, topographic survey, construction plans, and bidding and construction administration of the 2016 Powerhouse Park Project for the City of Deadwood; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which TALLGRASS shall provide the services set forth above; and

WHEREAS, the CITY has accepted the proposal from TALLGRASS and provides compensation in an amount of Twenty-one Thousand One Hundred Eighty-five and no/100s Dollars (\$21,185.00); site survey fees, electrical engineering fees, 3D models of all site elements, preparation of documents suitable for review for compliance with applicable governmental requirements and assistance to contractor in submission process to governmental agencies and post construction services are not included.

The parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. TALLGRASS shall work with City staff to identify existing site conditions and features analyze existing site conditions to identify physical attributes and limitations of the project site, and confirm general location of available utilities;

3. TALLGRASS shall review applicable governmental requirements, including zoning, ordinances and permit requirements, known special restrictions and zoning conditions;
4. TALLGRASS shall advise CITY as to tests and surveys that may be required;
5. TALLGRASS shall explore design options and develop a schematic design and probable costs;
6. TALLGRASS shall prepare design detail sketches based on the schematic design approved by the CITY.
7. TALLGRASS shall prepare supplemental drawings as required detailing landscape grading and drainage plan, planting plan and any other plans as necessary;
8. TALLGRASS shall prepare construction plans including overall site plan, demolition plan, staking plan, detailed area plans, landscape and drainage plan, erosion control plan, planting plan, furnishing plan, site signage plan;
9. TALLGRASS shall prepare construction details including site amenities and features, grading and drainage improvements, surfacing improvements including driveways, walkways, trails and any other special surfaces, site signs and planting and landscape surfacing;
10. TALLGRASS shall provide limited administrative services including, but not limited to, leading the pre-construction conference, review and appropriate action on shop drawings and change order requests, periodic observation of the work in progress, evaluate completed work, undertake a final walkthrough and develop punch list of items that require finishing or modification;
11. TALLGRASS estimates that the expected end date of the schematic design is June 22, 2015.
12. TALLGRASS estimates that construction documentation will be submitted by July-September, 2015 with construction to begin the summer of 2016;
13. CITY shall provide available base data to TALLGRASS, including available land surveys, photographs, aerial imagery and any other necessary data;
14. CITY shall inform TALLGRASS of known governmental requirements, including zoning, ordinances, and permit requirements;
15. CITY shall provide coordination between staff, commissioners and other entities involved in project;

16. CITY shall provide bid advertising, bid opening, bid analysis and contract negotiation;
17. TALLGRASS shall indemnify, defend and hold CITY harmless from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expenses including attorney fees arising out of or in connection with any conduct or work of TALLGRASS as set forth in this agreement;
18. TALLGRASS shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
19. Upon completion of services described above, CITY shall pay TALLGRASS a fee of Twenty-one Thousand One Hundred Eighty-five and no/100s Dollars (\$21,185.00);
20. In the event of significant changes to contract, TALLGRASS shall provide notice and estimates to CITY for review and potential approval. By no means shall additional expenses be incurred on behalf of CITY unless agreed to in writing;
21. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

[signatures and acknowledgements on following page]

Dated this ____ day of _____, 2015.

CITY OF DEADWOOD

By: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

TALLGRASS LANDSCAPE ARCHITECTURE, LLC

By: _____

Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared Matt Fridell, 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: _____

**NOTICE OF PUBLIC HEARING
FOR CINCO DE MAYO
STREET CLOSURES
AND REQUEST WAIVER OF VENDOR FEE
AND ALLOW VENDING ON PUBLIC PROPERTY**

4/20/15
8A

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 April 20, 2015 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. consider the following requests:

Street Closure Requests:

Saturday May 2nd, 2015

- Cinco De Mayo - Gold Street and Main Street from Wall to Deadwood Street from 12:00 p.m. until 5:00 p.m.

Request to Waive Vendor Fee and Allow Vending on Public Property with all proceeds donated to Non Profit Organizations:

Saturday May 2nd, 2015

Sidewalk Sale on Main Street and Sherman Street

Request to Waive Banner Fee:

Saturday May 2nd, 2015

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

Dated this 6th day of April, 2015

CITY OF DEADWOOD


Mary Jo Nelson, Finance Officer

Publish Black Hills Pioneer: April 9, 2015

For any public notice that is published one time:

Published once at the total approximate cost of _____.

4-20-15
8B

**NOTICE OF PUBLIC HEARING
FOR WILD BILL DAYS/STRONGMAN COMPETITION 2015
STREET CLOSURES, RELAXATION OF OPEN CONTAINER ORDINANCE
AND REQUEST WAIVER OF VENDOR FEE**

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 April 20, 2015, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. consider the following requests:

Street Closure Requests:

Thursday, June 18, 2015

- Wild Bill Days - Main Street from Deadwood to Pine Street starting at 9:00 a.m. on Thursday, June 18 and will remain closed through Saturday, June 20 until 10:00 p.m.

Friday & Saturday, June 19 & 20, 2015

- Wild Bill Days - Main Street closed from Wall to Deadwood Street starting on Thursday, June 18 at 2:00 p.m. and will remain closed through Sunday, June 21 at 2:00 a.m.

Open Container Requests:

Friday, June 19, 2015

- Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St 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 Noon to 10:00 p.m.

Saturday, June 20, 2015

- Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St 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 Noon to 10:00 p.m.

Request to Waive Vendor Fee and Allow Vending on Public Property:

To grant exception and waive fees for the ordinances pursuant to the following City Codes: 5.28.080-vending, 5.28.030-vending on public property for Wild Bill Days June 19 & 20, 2015 and Strongman Competition June 20, 2015.

Request to Waive Banner Fee:

Friday & Saturday, June 19 & 20, 2015

Use of Public Property

Allow the use of public property for Deadwood's 2nd Midnight Cowboy 5K Run June 20, 2015.

Permission to Waive User Fees

Request to waive user fees at the Rodeo Grounds for the Strongman Competition event on Saturday June 20, 2015 from 9:00 a.m. to 3:00 p.m.

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

Dated this 6th day of April, 2015.

CITY OF DEADWOOD


Mary Jo Nelson, Finance Officer

Publish BH Pioneer: April 9, 2015

For any public notice that is published one time:

Published once at the total approximate cost of _____.

4-20-15
SC

**NOTICE OF PUBLIC HEARING
FOR NATIONAL IMPALA ASSOCIATION
STREET CLOSURE**

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 April 20, 2015, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. consider the following requests:

Street Closure Request:

Wednesday July 22, 2015 – Main Street from Deadwood to Wall Street from 7:00 p.m. - 10:00 p.m.

Dated this 6th day of April, 2015.


Mary Jo Nelson, Finance Officer

Publish BH Pioneer: April 9, 2015

For any public notice that is published one time:

Published once at the total approximate cost of _____.

4-20-15
8 p

**NOTICE OF PUBLIC HEARING
MOTORCYCLE PARKING**

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 April 20, 2015 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. consider the following requests:

History & Information Center (Interpretive Parking Lot):

Sunday, July 26 through Saturday, August 8, 2015

- Motorcycle parking in the Interpretive Parking Lot from 10:00 a.m. to 2 a.m. daily.

Main Street:

Sunday, July 26 through Saturday, August 8, 2015

- Motorcycle parking on Main Street from Franklin Hotel to Four Aces, northwest side only, 10 a.m. to 2 a.m. daily.

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

Dated this 6th day of April, 2015.

CITY OF DEADWOOD



Macy Jo Nelson, Finance Officer

Publish BH Pioneer: April 9, 2015

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**NOTICE OF PUBLIC HEARING
STREET CLOSURE/MOTORCYCLE PARKING
FOR LEGENDS RIDE**

4-20-15
SE

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 April 20, 2015, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. consider the following requests:

Street Closure Request:

Monday, August 3, 2015 - Pine to Deadwood Street from 9:00 am to 3:30 pm for Legends Ride participants to register at the Silverado-Franklin Hotel & Gaming Complex

Motorcycle Parking Request:

Monday, August 3, 2015 - A portion of Main Street in front of Deadwood Tobacco Company west side only from 9:00 am to 3:00 pm

Request to Waive Banner Fee:

To waive banner fees for directional signage only Monday, August 3, 2015.

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

Dated this 6th day of April, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish BH Pioneer: April 9, 2015

For any public notice that is published one time:

Published once at the total approximate cost of _____.

8 F

**NOTICE OF HEARING UPON APPLICATION
FOR RETAIL (ON-OFF) 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 April 20, 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

Carbon County Cattle Company, dba Two Buck Slims, 173 Sherman St., All of Lot 2, except the Northerly 20 ft. of the John Gray subdivision of Lots 20, 22, 24 and 26 of Block 41, Original Townsite, Deadwood, Lawrence County, South Dakota.

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 6th day of April, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: April 9, 2015

For any public notice that is published one time:

Published once at the approximate cost of _____.

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100

A. Owner Name and Mailing Address

Carbon County Cattle Company, LLC
173 Sherman St.
Deadwood, SD
57732
Owner's Telephone#: _____

B. Business Name and Address

Two Buck Shims
173 Sherman St.
Deadwood, SD
57732
Business Telephone #: _____

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Retail (on-off sale) Wine
☐ Package (off-sale) Liquor
☒ Retail (on-off sale) Malt Beverage
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package (off-sale) Malt Beverage
☐ Package (off-sale) Malt Beverage & SD Farm Wine
☐ Other (please classify) _____
☐ Transfer Fee \$150.00

Number of other Package Liquor Licenses held: _____

Number of other On-sale Liquor Licenses held: _____

Is this License in active use? ☐ Yes ☐ No

D. Legal description of licensed premise:

All of Lot 2, except the
northerly 20 ft. of the John
gray subdivision of Lds 22, 22.24 and 26

Have you ever been convicted of a felony? ☐ Yes ☒ No

Do you own ☒ or lease ☐ this property? (Check one) Block 41

E. State Sales Tax Number: _____

Alcohol licenses will not be reissued unless all state taxes are paid or are not delinquent

F. Contact the TTB for Federal Alcohol registration at
1-800-937-8864.

G. New license? ☒ Transfer? (\$150) _____ Re-issuance? _____

H. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4-1-15 Print Name Dale J. Reinhardt Signature [Signature]

I. Any application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality? ☐ Yes ☐ No County: Lawrence

This application was subscribed and sworn to before me this 1 day of April 2015

Approving Officer's Telephone Number 578-2600 Signature Mitty Lechella

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____, Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation? ☐ Yes ☐ No

Are real property taxes paid to date? ☐ Yes ☐ No

Ineligible for video lottery ☐

Number of video lottery terminals on licensed premise: _____

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____
Mayor or Chairman
If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

Company supplement information
(For corporate/partnership/LP/LLC applicants)
If supplement unchanged from last year check this box and sign below. ☐

State of South Dakota)

Affidavit

County of Lawrence)

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC Carbon County Cattle Co.
Address of office and principal place of business of corporation/partnership/LP/LLC 175 Sherman St.
Date of incorporation December 2014 12/11/14
Date of last report filed with Secretary of State None entity
Are all managing officers of this corporation/partnership/LP/LLC of good moral character? Yes
Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP, or LLC:

Name	Office	Address	Occupation
<u>Dylan Burkstead</u>	<u>owner</u>	<u>175 Sherman St.</u>	<u>Retail Sales Manager</u>
<u>Andrew Burkstead</u>	<u>owner</u>	<u>175 Sherman St.</u>	<u>Retail Sales Manager</u>

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
<u>N/A</u>		

Name and address of each of the stockholders and number of shares owned or held by each:

Name	Address	Percentage of Shares
<u>Dylan Burkstead</u>		<u>50%</u>
<u>Andrew Burkstead</u>		<u>50%</u>

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of license of financial interest and address of retail outlet
<u>None</u>	

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

175 Sherman Roadland S.D. 57330

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

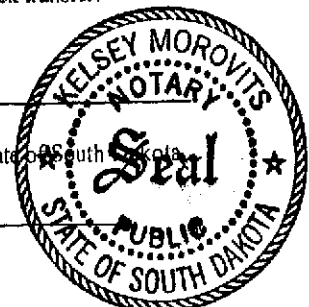
We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner [Signature]

Subscribed and sworn to before me this 2nd of April, Lawrence County, State of South Dakota

My commission expires August 22, 2020

[Signature]
(Notary Public)



19:10:59 14-Apr-2015

LAWRENCE COUNTY, SOUTH DAKOTA
SPECIAL ELECTION
APRIL 14, 2015

	Total	Percent
BALLOTS COUNTED - TOTAL	380	
BALLOTS COUNTED - BLANK	0	

City Commissioner
CITY OF DEADWOOD

you may vote for up to 2

Gary Todd	211	32.12
Mark "Spiro" Speirs	225	34.25
Gregory M. Vecchi	112	17.05
Georgeann Silvernail	109	16.59

INITIATED MEASURE 1

CITY OF DEADWOOD

you may vote for up to 1

YesA Vote "Yes" will cha	165	44.35
NoA Vote "No" will leave	207	55.65

INITIATED MEASURE 2

CITY OF DEADWOOD

you may vote for up to 1

YesA Vote "Yes" will cha	22	5.84
NoA Vote "No" will leave	355	94.16

WE, THE UNDERSIGNED, DO HEREBY CERTIFY

THAT THE ABOVE RESULTS ARE A TRUE AND

ACCURATE ACCOUNT OF ALL BALLOTS COUNTED

AND THAT THE COUNTER WAS SET TO ZERO

FOLLOWING THE TEST OF THE COUNTER.

RESOLUTION BOARD

RESOLUTION BOARD

Ordinance #1225

4-20-15
10B

Licensing of Alcoholic Beverages

BE IT ORDAINED that Chapter 5 of the Deadwood Municipal Code entitled Alcoholic Beverages be amended as follows:

Article I. General Provisions

5.04.010 Definitions.

5.04.020 "On-sale" service—when prohibited

Article II. Licenses

5.04.03040 License required.

5.04.040 050 *Application for license to conduct business*

5.04.050 *Action by Commission*

5.04.060060 *Character requirements for licensees*

5.04.070 *Area limited*

5.04.080 *Violation as ground for revocation or suspension of license-multiple licenses*

5.04.090 070 *License fees*

5.04.100 080 *Special alcoholic beverage license procedures*

5.04.110 *Additional Convention Center Liquor License procedures*

5.04.120 *Consumption and possession of alcoholic beverages in public places restricted.*

5.04.130 *Consumption and possession of alcoholic beverages in public places permitted.*

5.04.140 Violations of this Chapter

Article I. General Provisions

5.04.010 Definitions.

~~The terms "alcoholic beverage," "wine," "malt beverage," "sale," "package," "package dealer," "bulk container," "off-sale," "on-sale," "retailer or retail dealer," "on-sale dealer," "municipality," "population," "distilled spirits," and "retail license" have the same meaning as given them by state law.~~

(Prior code § 3-100)

As used in this chapter the following terms shall mean:

Alcoholic beverage: Any distilled spirits, wine, and malt beverages

Distilled spirits: Ethyl alcohol, hydrated oxide of ethyl, spirits of wine, whiskey, rum, brandy, gin, and other distilled spirits, including all dilutions and mixtures thereof, for nonindustrial use, containing not less than one-half of one percent (.5%) of alcohol by weight.

License: A license issued pursuant to the provisions of SDCL Chapter 35.

Malt beverage: A beverage made by the alcoholic fermentation of an infusion or decoction, or combination of both, in potable brewing water, of malted barley with hops, or their parts, or their products, and with or without other malted cereals, and with or without the addition of unmalted or prepared cereals, other carbohydrates or products prepared therefrom, and with or without the addition of carbon monoxide, and with or without other wholesome products suitable for human consumption containing not less than one-half of one percent (.5%) of alcohol by weight.

Off-sale: The sale of any alcoholic beverage for consumption off the premises where sold

On-sale: The sale of any alcoholic beverage for consumption only upon the premises where sold.

On-sale dealer: Any person who sells, or keeps for sale, any alcoholic beverage for consumption on the premises where sold.

Package: The bottle or immediate container of any alcoholic beverage.

Package dealer: Any person other than a distiller, manufacturer, or wholesaler, who sells, or keeps for sale, any alcoholic beverage for consumption off the premises where sold.

Public place: Any place, whether in or out of a public building, commonly and customarily open to or used by the general public and any street or highway.

Retail license: Any on-sale or off-sale license issued under the provisions of this chapter.

Retailer or retail dealer: Any person who sells alcoholic beverages for other than resale.

Sale: The transfer, for a consideration, of title to any alcoholic beverage.

Special Event: a community activity or activities that involve the use of public facilities, buildings, streets, sidewalks, or property.

Wine: Any liquid either commonly used, or reasonably adapted to use, for beverage purposes, and contained by the fermentation of the natural sugar content of fruits or other agricultural products obtaining sugar and containing not less than one-half of one percent (.5%) of alcohol by weight but not more than twenty-four percent (24%) alcohol by weight.

All the definitions of terms, as contained in SDCL 35-1-1 shall apply in this article.

5.04.020 "On-sale" service—~~when~~ Prohibited ~~when~~.

~~No "on sale" or "off sale" licensee shall serve, sell, or allow to be consumed on the premises covered by the license alcoholic beverages between the hours of two a.m. and seven a.m. or on Sunday after two a.m., or on Memorial Day after two a.m., or at any time on Christmas Day. Such licensees are permitted to sell, serve, or allow to be consumed alcoholic beverages on Sunday and Memorial Day except between the hours of two a.m. and seven a.m.~~

(Ord. 1139 (part), 2010; prior code § 3-101)

- A. *No licensee may sell, serve, or allow to be consumed on the licensed premises, alcoholic beverages between the hours of 2:00 a.m. and 7:00 a.m.*
- B. *No package (off-sale) liquor licensee (PL), retail (on-sale) liquor licensee (RL), or special convention center licensee (CL) may sell, serve, or allow to be consumed on the licensed premises alcoholic beverages at any time on Christmas Day.*
- C. *Licensees are permitted to sell, serve and allow to be consumed alcoholic beverages on Sunday and on Memorial Day, except between the hours of 2:00 a.m. and 7:00 a.m.*
- D. *Any violation of this section will be a Class 2 misdemeanor.*

Article II. Licenses

5.04.030 License required.

Any person who engages in the sale, exchange, barter, or distribution of any alcoholic beverage must first obtain a license *as required by this chapter and SDCL Title 35.* ~~to do so.~~

(Prior code § 3-200)

5.04.040 Application for license to conduct business pursuant to this chapter

Any application for new retail license or the transfer of an existing retail license under this chapter and SDCL Title 35 shall be submitted to the city Finance Officer with the required fee.

5.04.050 Action by commission.

- A. *The Commission may approve or deny an application for a license depending on whether the Commission deems the applicant a suitable person to hold the license and whether the commission considers the proposed location suitable.*
- B. *The city may, in its discretion, require any applicant to appear personally at any meeting of the commission and to answer any questions which may be asked about himself or herself or his or her place of business which may pertain to the carrying on of the business applied for.*
- C. *A public hearing is required before the issuance of a special alcoholic beverage license issued pursuant to SDCL 35-4-124 and 35-4-126 except that no public hearing is required for the issuance of a license pursuant to SDCL 35-2-1.2 if the applicant already holds an on-sale alcoholic beverage license or a retail malt beverage license issued by the City pursuant to SDCL 35-4-2 (4), (12), or (16) and the license is to be used in a publicly-owned facility.*
- D. *A public hearing is required before approval and issuance of any new license or the transfer of an existing license issued pursuant to SDCL.*

- E. *The city commission may approve the reissuance of a retail license without a public hearing, unless in the past year the licensee has been subjected to criminal penalty or the license has been suspended.*

(Prior code § 3-201)

5.04.060 *Character requirements for licensees.*

- A. *Any licensee under this chapter and SDCL Title 35 must be a person of good moral character who has never been convicted of a felony. If the licensee is a corporation, the managing officers thereof must have like qualifications.*

5.04.070 060 **Area limited.**

The governing body of the city shall not approve any application for "on-sale" or "off-sale" license to sell any alcoholic beverage in the city at any place of business unless that place of business is located in an area described as a commercial area on the zoning use district map of the city.

(Prior code § 3-202)

5.04.080 060 *Violation as ground for revocation or suspension of license-multiple licenses.*

The Commission may revoke or suspend any license issued under this chapter and SDCL Title 35 upon proof of violation by the licensee or by the licensee's agents or employees of any of the following:

- a. *Any provision of SDCL Title 35*
- b. *Any rule promulgated pursuant to SDCL Title 35*

Any ordinance or regulation relevant to alcoholic beverage control that has been adopted by the city.

5.04.090 *License Fees*

Annual License Type	Initial Fee	Renewal Fee
<i>Retail (on-off sale) malt beverage (RB)</i>	<i>\$ 300.00</i>	<i>\$ 300.00</i>
<i>Package (off sale) malt beverage (PB)</i>	<i>\$ 200.00</i>	<i>\$ 200.00</i>
<i>On Premise Retail (on-sale) liquor license (RL)</i>	<i>\$1,500.00</i>	<i>\$1,500.00</i>
<i>Package (off sale) liquor license (PL)</i>	<i>\$ 500.00</i>	<i>\$ 500.00</i>
<i>Package (off-sale) malt beverage and South Dakota Farm Winery license (PF)</i>	<i>\$ 225.00</i>	<i>\$ 225.00</i>
<i>Retail (on-off sale) malt beverage and South Dakota Farm Winery license (BW)</i>	<i>\$ 325.00</i>	<i>\$ 325.00</i>
<i>Retail (on-off sale) wine license (RW)</i>	<i>\$ 500.00</i>	<i>\$ 500.00</i>

Convention facility (on-sale) license (CL)	\$100,000.00	\$1,500.00
Special alcohol beverage license, malt beverage retailer, on-sale wine retailer, special on-sale liquor, special off-sale South Dakota farm wine dealer	\$50 per first day/ \$20 days thereafter not to exceed 15 consecutive days	Special alcohol beverage license, malt beverage retailer, on-sale wine retailer, special on-sale liquor, special off-sale South Dakota farm wine dealer

All fees not otherwise specifically set by this section may be set by resolution of the Deadwood City Commission.

5.04.100 070 Special alcoholic beverage license procedures

- A. Special event alcoholic beverage licenses may be issued by the City Commission in conjunction with special events held within the city. Any license issued pursuant to this section may be issued for a period of time established by the City Commission, not to exceed fifteen consecutive days. The issuance of this license is not a matter of right and is at the sole discretion of the City Commission.
- B. The applicant shall make application sufficiently in advance of the event so that it may be acted on by the City Commission at a regularly scheduled meeting. Each license application shall be accompanied by the required fee at the time of submission to City Finance Office. Licenses are subject to same public hearing requirement as new license. No public hearing is required for the issuance of a special event license if the person applying for the special event license holds an eligible permanent license and the special event license is to be used on publicly-owned property.

~~Any special on-sale malt beverage retailers, special on-sale wine retailers, special off-sale package wine dealers license, or special on sale license issued by the city pursuant to the requirements of SDCL 35-4, shall pay the fee of fifty dollars (\$50.00) for the first day and twenty dollars (\$20.00) for each additional day such license is issued.~~

- C. The organization receiving the licenses shall be responsible for security and safety of the participants and/or meet all rules, regulations or laws and requirements of state and local government.
- D. No person or entity may be issued more than twenty (20) special licenses per calendar year.
- E. The special alcoholic beverage licenses available are as follows:
 1. Special event malt beverage retailer. Special event malt beverage retailers licenses are available to any civic, charitable, educational, fraternal, or veterans administration or any licensee licensed pursuant to 5.04.030 and 5.04.080

2. *Special event on-sale wine retailer. Special event on-sale wine retailers licenses are available to any civic, charitable, educational, fraternal, or veterans administration or any licensee licensed pursuant to 5.04.030 and 5.04.080*
3. *Special event on-sale dealer. Special event on-sale dealers licenses are available to any civic, charitable, educational, fraternal, or veterans administration or any licensee licensed pursuant to 5.04.030 and 5.04.080*
4. *Special event on-off sale package wine dealer. Special event on-off sale package wine dealer licenses are available to any civic, charitable, educational, fraternal, or veterans administration or any licensee licensed pursuant to 5.04.030 and 5.04.080*

(Ord. 1130, 2010; Ord. 1113, 2009)

5.04.110080 Additional convention facility on-sale license procedures

- A. *Pursuant to SDCL 35-4-11.11, may issue up to twelve additional convention facility on-sale licenses to hotel-motel convention facilities.*
- B. *A hotel-motel convention facility as used in this section is a facility that, in a bona fide manner, is used and kept open for the hosting of large groups of guests for compensation which has at least fifty rooms which are suitable lodging accommodations and convention facilities with seating for at least one hundred fifty persons.*
- C. *In a locally designated history district, any license created by this section shall be available to buildings subject to rehabilitation and restored according to the U.S. Department of the Interior standards for historic preservation projects codified in C.F.R. 67 as of January 1, 1994. Such a rehabilitation project shall have at least thirty rooms that are suitable for lodging accommodations.*
- D. *The applicant must have completed City of Deadwood Application for Convention Center Liquor License and received all prior required approvals under City ordinances required from the Planning and Zoning Commission, Historic Preservation Commission, plan review by City building inspector and City Commission prior to approval for this license.*
- E. *Approval of the license shall be withdrawn and cancelled if the building permit for the convention center facility is not requested and issued within three (3) months of the approval of the application.*
- F. *The convention center license will not be issued for use until the completion of the facility and issuance of a Certificate of Occupancy by the city Building Inspector for the convention center facility.*
- G. *The fee for a license issued pursuant to this section shall be One hundred thousand dollars (\$100,000.00), Fifty thousand Dollars (\$50,000.00) of which shall be paid at the time of the issuance of the building permit and the balance in the amount of fifty thousand Dollars (\$50,000.00) to be paid upon completion of the facility, public hearing and issuance of the Certificate of Occupancy.*
- H. *Additional procedures for obtaining this license may be set out in resolution by the City Commission, and does not prevent the Commission from adding criteria or amending said resolution.*

5.04.120 Consumption and possession of alcoholic beverages in public places restricted.

- A. *It is unlawful for any person to consume any alcoholic beverage upon the premises of an on-sale licensee if the alcoholic beverage was not purchased from the on-sale licensee.*

- B. *It is unlawful for any person to consume any alcoholic beverage in any public place, other than upon the licensed premises of an on-sale licensee.*
- C. *Any person violating the provisions of this section is guilty of a Class 2 misdemeanor.*

5.04.130 Consumption and possession of alcoholic beverages in public places permitted.

The city Commission may permit, subject to conditions or restrictions that it may deem appropriate, the consumption and blending of alcoholic beverages on publicly owned property described by the city commission, or property owned by a non-profit corporation in conjunction with a special event. The authorization shall not exceed 24 hours.

5.04.140080 Violations of chapter.

~~Any violation of this chapter shall subject the violating party to all the penalties prescribed in Chapter 1.12.~~

~~(Ord. 1147, 2011)~~

- A. *Whenever in this code any act is prohibited, declared to be unlawful, or an offense or a misdemeanor, or wherever in this code the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, any person convicted of any such violation shall be fined up to five hundred dollars (\$500.00) and/or a jail sentence in the maximum amount of thirty (30) days. Each day any violation of this code or other ordinance continues constitutes a separate offense.*

CITY OF DEADWOOD

Charles M. Turbiville, Mayor

ATTEST: Mary Jo Nelson, Finance Officer

First reading: April 6, 2015

Second reading: April 20, 2015

Published: April 23, 2015

Effective: May 13, 2015

4-20-15
10D

April 13, 2015

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

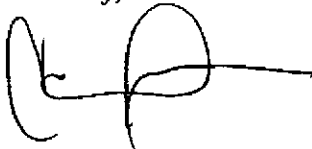
Dear Ron,

Please accept this letter as a notice of my resignation from my position of Administrative Assistant for the Public Works Department. My last day of employment will be Thursday, April 23, 2015.

It has been a pleasure working for the City of Deadwood over the past two years. This was not an easy decision in any way. I would like to thank you for granting me flexibilities with my college schedule and being an incredible supervisor.

If any assistance is needed with my transition, I am more than happy to answer any questions. Feel free to contact me via email, caitlyn.engebretson@yahoo.com, or my cell phone, 605-641-5892.

Sincerely,

A handwritten signature in black ink, appearing to be 'CE' followed by a long horizontal stroke.

Caitlyn Engebretson

CITY OF
DEADWOOD
PUBLIC WORKS DEPARTMENT

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

426-15
10E

April 20, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Closure of a portion of Water Street for 4th and 5th grades triathlon May 13 and 14.

SUMMARY

Work on the Highway 85 construction project, along Sherman Street is gearing up. For safety considerations it is appropriate to reroute a portion of the Lead-Deadwood Schools 4th and 5th grade triathlon to provide separation from the construction activities. We would like to change the portion of the route, from the Mickelson Trailhead to the Recreation Center, to go down Water St. behind the Dollar Store and then over to Sherman St. before crossing to the Recreation Center. This will require a portion of Water St. to be temporarily closed.

RECOMMENDATION

It is my recommendation that you allow closure of this section of Water Street for part of May 13th and May 14th while the triathlon events are occurring.

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



4-20-15
10F/10G
Bob Nelson, Jr.
Planning & Zoning Administrator
Telephone (605) 578-2082
bobjr@cityofdeadwood.com

Waiver of Banner Restriction

Date: April 9, 2015
To: Deadwood City Commission
From: Bob Nelson, Jr., Zoning Administrator
Re: Waiver of Banner Restrictions

The Lead-Deadwood Regional Medical Clinic and Hospital recently submitted two banner applications for the Month of May and the renderings are attached. As proposed the banners are not allowed based on the City of Deadwood code below:

26. Banners are generally not allowed. However, when used in connection with a special or civic event are allowed with a permit, available through the city, at a rate of sixty dollars (\$60.00) per business, per banner, per calendar year - multiple banners may be included in one application, however each banner in such application is subject to the fee; provided the event is sponsored by a not-for-profit organization or a governmental agency. Special events shall be designated by the city commission. The permit fee may be waived for a nonprofit organization, provided it obtains a permit from the city. All such banners and signs shall be allowed to be placed no sooner than seventy-two (72) hours prior to the beginning of the event and removed within forty-eight (48) hours after the termination of the event. All banners displayed under this clause must explicitly and clearly promote the special or civic event or include the promotion of Historic Deadwood by including the following language, "Welcome to Historic Deadwood." A permit must be obtained and issued by the zoning administrator and the building inspector. The banners must be approved by the zoning administrator and the building inspector.

Banners hung pursuant to this section must primarily and principally specify the special or civic event, OR with the text "Welcome to Historic Deadwood" primarily and principally displayed. The banner must be made of water-resistant materials and placed on a building facade during the promoted special or civic event in compliance with the existing sign ordinance. It may not

exceed ninety-six (96) square feet in area. No variances to this size limit may be approved by the planning and zoning commission. It shall be a single-piece sign with no attachments or additions, including but not limited to, the addition of any handwritten letters or symbols. Only one (1) banner may be placed on any one (1) side of a building or facade. Banners may be placed on temporary structures, including but not limited to, stages or fences that are constructed for special or civic events. An applicant who wishes to appeal the decision of the zoning administrator and the building inspector may appeal to the planning and zoning commission as provided by statute.

As you will notice that banners are 'generally not allowed' except for during designated special events, there are circumstances that are currently creating hardships on the service and business industry along the Highway 85 corridor in the form of Highway Reconstruction. The businesses in the construction area are going to be challenged with marketing and letting clients and customers know that they are open for business or to entice people to visit their establishments. The two banners proposed are an attempt to assist in signage of the Lead Deadwood Regional Facilities and I feel there should be a waiver of the banner restriction granted to assist in the highway 85 reconstruction impacts. I am sure that more of these requests will be submitted throughout the summer months as businesses contend with the highway 85 reconstruction. Below are some possible actions that could be taken.

Action:

Approve/Deny allowing Lead-Deadwood Regional Hospital and Clinic to hang the two proposed banners for the month of May and waive the fees. Planning and Zoning recommended approval of the banners and waiving the fees on 4/15/15.

Approve/Deny allowing the Zoning Administrator and the Building Inspector to approve or deny banner applications for businesses in the Highway 85 construction from Cemetery Street to Walnut Street during the reconstruction period of April 6th to November 1st of 2015. Planning and Zoning recommended approval on 4/15/15.

City of Deadwood, SD

FINAL APPROVAL SIGNATURES

With the authority provided by the City of Deadwood and the Deadwood Planning and Zoning Commission, we the following Planning and Zoning Officer and the City Building Inspector do hereby approve the banner application.

Planning and Zoning Officer

Date

City Building Inspector

Date

APPEAL REQUIRED

This banner requires a variance and must be reviewed by the Deadwood Planning and Zoning Commission as provided by statute.

Planning and Zoning Officer

Date

City Building Inspector

Date



I Am Regional Health

Helping Patients and Communities Live Well

City of Deadwood, SD

BANNER PERMIT APPLICATION

(NOTE: ONE APPLICATION PER BANNER PER FAÇADE REQUIRED)

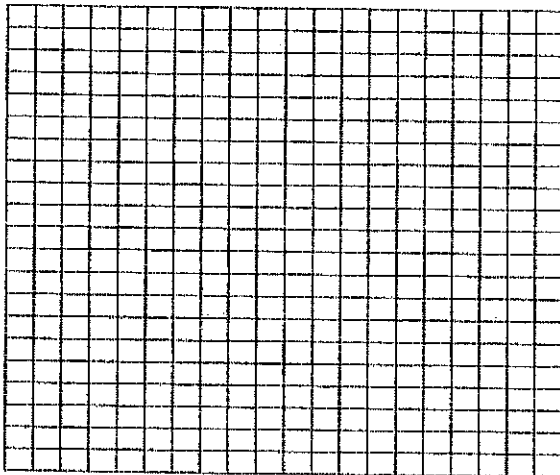
APPLICANT INFORMATION

Property Owner's Name: Lead Deadwood Region Medical Clinic
Address: 71 Charles
City: Deadwood State: SD Zip: 57732
Telephone: 712-6010 Fax: _____

PROPOSED BANNER LOCATION

Business Name: same
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____

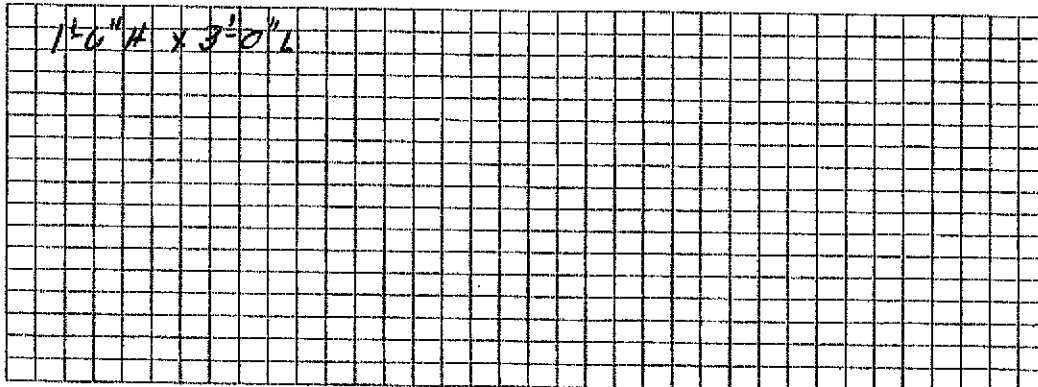
Description of Proposed Banner Location on Building



west corner of building
Early Street
May 1 - May 31, 2015

DESCRIPTION AND DIMENSIONS OF BANNER

Proposed Banner with dimensions (photograph or sketch of proposed banner)



City of Deadwood, SD

BANNER REQUIREMENTS

15.32.100 Banners. "Banner" means a long strip of flexible material, or machine-printed sign, of distinctive design displaying a decoration, slogan, advertising, etc., especially one suspended between two points, generally temporary in nature.

15.32.130 (26) Disallowed signs. Banners are generally not allowed. However, when used in connection with a special or civic event are allowed with a permit, available through the city, at a rate of sixty dollars (\$60.00) per business, per banner, per calendar year – multiple banners may be included in one application, however each banner in such application is subject to the fee; provided the event is sponsored by a not-for-profit organization or a governmental agency. Special events shall be designated by the city commission. The permit fee may be waived for a nonprofit organization, provided it obtains a permit from the city. All such banners and signs shall be allowed to be placed no sooner than seventy-two (72) hours prior to the beginning of the event and removed within forty-eight (48) hours after the termination of the event. All banners displayed under this clause must explicitly and clearly promote the special or civic event or include the promotion of Historic Deadwood by including the following language, "Welcome to Historic Deadwood." A permit must be obtained and issued by the zoning administrator and the building inspector. The banners must be approved by the zoning administrator and the building inspector.

Banners hung pursuant to this section must primarily and principally specify the special or civic event, OR with the text "Welcome to Historic Deadwood" primarily and principally displayed. The banner must be made of water-resistant materials and placed on a building facade during the promoted special or civic event in compliance with the existing sign ordinance. It may not exceed ninety-six (96) square feet in area. No variances to this size limit may be approved by the planning and zoning commission. It shall be a single-piece sign with no attachments or additions, including but not limited to, the addition of any handwritten letters or symbols. Only one (1) banner may be placed on any one (1) side of a building or facade. Banners may be placed on temporary structures, including but not limited to, stages or fences that are constructed for special or civic events. An applicant who wishes to appeal the decision of the zoning administrator and the building inspector may appeal to the planning and zoning commission as provided by statute.

An applicant who wishes to appeal the decision of the Planning and Zoning Officer and the City Building Inspector may appeal to the Planning and Zoning Commission as provided by statute.

Any variance request must be approved by the Deadwood Planning and Zoning Commission.

APPLICANT'S SIGNATURE(S)

[Signature]
Applicant

7-31-15
Date

Applicant

Date

City of Deadwood, SD

FINAL APPROVAL SIGNATURES

With the authority provided by the City of Deadwood and the Deadwood Planning and Zoning Commission, we the following Planning and Zoning Officer and the City Building Inspector do hereby approve the banner application.

Planning and Zoning Officer

Date

City Building Inspector

Date

APPEAL REQUIRED

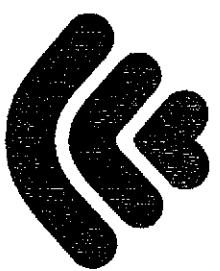
This banner requires a variance and must be reviewed by the Deadwood Planning and Zoning Commission as provided by statute.

Planning and Zoning Officer

Date

City Building Inspector

Date



I Am Regional Health

Helping Patients and Communities Live Well

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

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

4-20-15
1017

April 20, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Roller Packer

SUMMARY

We need to replace our roller packer; the roller packer we now have is over 20 years old, becoming unreliable and getting parts for repairs has become increasingly difficult. This is a budgeted item to be cost shared between the Streets Department and the Water Department.

At budget time we priced a used roller packer for \$35,000.00. This is the price we used for budget. The only one that is available now has slightly less run hours on it but is priced at \$39,000.00.

RECOMMENDATION

Approve purchase of a used VB 38 Bomag 120AD-4 double drum roller from Diesel Machinery, Inc. for \$39,000.00

CITY OF
DEADWOOD
PUBLIC WORKS DEPARTMENT

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

4-20-15
10 I

April 20, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Oak Ridge Cemetery Road Work

SUMMARY

The asphalt pavement at the Oak Ridge Cemetery is in need of repairs including: patching, crack sealing and seal coating. We have quotes from 2 companies:

- | | |
|---|-------------|
| • B&H Asphalt Paving and Maintenance Inc. | \$14,443.29 |
| • Black Hills Asphalt LLC | \$13,737.00 |

This was budgeted in CIP for \$30,000.00

RECOMMENDATION

It is my recommendation that you accept Black Hills Asphalt's quote and give permission for the Mayor to sign a contract for \$13,373.00.

CITY OF
DEADWOOD
PUBLIC WORKS DEPARTMENT

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

420-15
10J

April 20, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: City Hall Sprinkler System Upgrade

SUMMARY

This project was identified as a CIP priority due to leaks in the system and costs of repair. Three quotes were received for this project:

- Rapid Fire Protection Inc. \$18,970.00
- Midwest Mechanical, Inc. \$20,550.00
- Western States Fire Protection Co. \$28,450.00

Budgeted amount through the CIP was for \$40,000.00

RECOMMENDATION

It is my recommendation that you accept Rapid Fire Protection's quote and give permission for the Mayor to sign a contract for \$18,970.00.

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

4-20-15
10/2

April 20, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Loader Chains

SUMMARY

We need to replace a set of tire chains for one of our loaders. This item was budgeted last summer for \$9,240.00. The same supplier that gave us that quote now indicates the cost is over \$18,000.00. We have found another supplier that has quoted \$10,209.85.

RECOMMENDATION

Approve purchase of tire chains for a one of our loaders from Harriscos LLC for \$10,209.85

C H A M B E R L I N
A R C H I T E C T S

4/20/15
10 L

Exhibit "A.1"

Kelly Fuller, Police Chief
Parking and Transportation Committee
City of Deadwood
102 Sherman Street
Deadwood, SD 57732

RE: Design Development through Construction Phase Proposal – Deadwood Lower Main Parking Lot and Visitor Center

April 10, 2015

Dear Mr. Fuller,

Chamberlin Architects is pleased to provide this Design Development through Construction Phase Services proposal for the Deadwood Lower Main Parking Lot and Visitor Center project. As we discussed, this proposal will simply modify the current Contract dated October 16, 2014, by adding Design Development, Construction Documents, Bidding and Construction Phase Services.

Moving forward, the design will continue based on the Schematic Design Report that was submitted on March 11, 2015, and approved by the Council on March 16, 2015.

We understand that Phase 1 and Phase 2 will be designed and bid as a single project and bid package.

The remaining project scope will include the deliverables and tasks identified in the B101, Owner-Architect Agreement. The following is a summary of additions to the existing Contract for the remainder of the project:

BUDGET

We understand the budget to be the estimated construction cost as identified in the Schematic Design package submitted on March 11th, 2015, and approved by Council on March 16th, 2015.

VISITOR CENTER BUILDING

The Visitor Center building will be designed in accordance with the Schematic Design package. The size of the building will be approximately 9,500 square feet, and will accommodate the Visitor Center and the Chamber of Commerce.

- We will work with the Owner's interpretive consultant to coordinate display accommodations if we receive this information in time for our design documents.

CONSULTANT PROPOSALS

The Scope of Services for Consultants are included in this proposal as indicated in the following attached documents:

- Skyline Engineering: Professional Services Agreement dated 04/09/15.
- AE2S: Letter Agreement Between Client and AE2S dated 04/10/15
- Albertson Engineering: Proposal for Structural Engineering Services dated 04/02/15
- Elevate Design Studio: Deadwood Visitor Center Proposal -Design Development –Construction date 04/09/15

• A P R O F E S S I O N A L C O R P O R A T I O N •

725 ST JOSEPH STREET, SUITE B1
RAPID CITY, SOUTH DAKOTA, 57701
605.355.6804
www.chamberlinarchitects.com

April 10, 2015

COMPENSATION

For the work indicated above and per the AIA B101 Owner-Architect Agreement, we propose a fixed fee of \$550,800.00 plus reimbursable expenses broken down as follows. We understand that this project is tax exempt.

PHASE 1	Chamberlin	Skyline	AE2S	Albertson	Elevate	Total
<i>Basic Services:</i>						
Schematic Design:	Completed					\$ 44,525
Design Development:	\$47,500	\$14,000	\$30,875	\$ 9,800	\$ 3,840	\$106,015
Construction Documents:	\$50,500	\$21,000	\$33,250	\$11,700	\$17,610	\$134,060
Bidding:	\$ 7,500	\$ 4,700	\$ 1,900	\$ 1,500	\$ 1,600	\$ 17,200
Construction Phase:	\$38,275	\$ 7,200	\$18,050	\$ 4,000	\$ 3,250	\$ 70,775
DD through CA Subtotal	\$143,775	\$46,900	\$84,075	\$27,000	\$26,300	\$328,050

Civil Expanded Construction Phase (Optional Add): \$24,000 (Recommended by AE2S)

PHASE 2	Chamberlin	Skyline	AE2S	Albertson	Elevate	Total
<i>Basic Services:</i>						
Schematic Design:	Completed					\$23,000
Design Development:	\$10,500	\$ 3,000	\$55,250	\$ 2,200	\$ 2,560	\$73,510
Construction Documents:	\$10,500	\$ 4,500	\$59,500	\$ 2,700	\$14,740	\$91,940
Bidding:	\$ 2,500	\$ 1,500	\$ 2,400	\$ 500	\$ 1,100	\$ 8,000
Construction Phase:	\$ 9,800	\$ 3,000	\$32,300	\$ 2,000	\$ 2,200	\$ 2,200
DD through CA Subtotal	\$33,300	\$12,000	\$149,450	\$ 7,400	\$20,600	\$222,750

Civil Expanded Construction Phase (Optional Add): \$44,200 (Recommended by AE2S)

Total DD through CA for Phase 1 and 2: \$550,800

REIMBURSABLE EXPENSES

Those expenses identified in the current Contract will be billed in accordance with Subsection 11.7.

SCHEDULE

As discussed, we are aiming for a construction start date in late September. In order to accomplish this, our proposed schedule is:

- 100% Design Development: June 26, 2015
- 100% Construction Documents (Out to Bid): August 21, 2015
- Bids Due: September 16, 2015
- This Proposal is based on an anticipated Substantial Completion date of December 1, 2016 with final completion in May of 2017.

This schedule assumes that we can begin work immediately and we don't encounter budget, permitting or other setbacks along the way.

TRIPS

We have included time for the following number of trips in the fee above. Mileage will be billed as a reimbursable expense. Additional trips will be billed on an hourly basis plus current federal mileage rates. The number of trips below modifies Subsection 4.3.3 of the current Contract.

Chamberlin Architects:

- Design: 3 trips
- Bidding: 1 trip (Pre-bid meeting)

April 10, 2015

- Construction Administration: 1 preconstruction meeting, 24 construction observations
- Closeout: Per Contract

Skyline Engineering: See attached proposal.

Albertson Engineering: See attached proposal.

Elevate Design Studio: See attached proposal.

AE2S: See attached proposal.

Not included, but available for additional compensation

1. Life cycle cost analysis of major equipment and systems.
2. Geothermal mechanical system.
3. Commissioning of the building mechanical and electrical systems - startup and testing.
4. Design of ARC flash exposure or defining PPE requirements.
5. Construction observation trips beyond the quantity stipulated above.
6. Restart costs if project is delayed over 30 days.
7. Services in response to Contractor-generated errors or construction not in accordance with the contract documents.
8. Services for, or modifications to, any existing buildings and/or systems beyond that identified herein.
9. Design for groundwater drainage or tile system.
10. Special distribution systems: Under-floor wiring, raised floors, or flexible wiring systems.
11. Design of telecommunications beyond provisions for raceways and 120 volt power.
12. Geotechnical Investigation.
13. Archeological survey.
14. Acoustical design.
15. A/V and IT design.
16. Services not listed as Basic Services in the Contract or identified as Expanded Services herein.
17. Any significant changes to the Scope of Work identified above, including schedule, budget or project delivery method.
18. Wayfinding design.
19. Interpretive display design.
20. Multiple bid packages.
21. Construction period longer than the anticipated project schedule indicated above.
22. Design work for resolution of unanticipated or hidden conditions discovered by geotechnical investigation or excavation.
23. 3-dimensional modeling or renderings in addition to those completed during Schematic Design.
24. LEED certification of project.
25. Building fire suppression.
26. See additional exclusions in attached Consultant proposals.

If this proposal is acceptable, please sign and attach to the original contract.

Sincerely,



Bradley P. Burns, AIA
Vice President
Chamberlin Architects, PC

Owner

Signature

Printed Name

and upgrades. Crossing designs for Hwy 85/14A is not anticipated or included for water, sewer, power or communications.

5. Domestic water service/main connection from 5 ft. outside structure to approximately 50 ft. away from the structure. Provide designs for one fire hydrant, valve cluster, and PIV. Sequence and abandon existing service. Provide system pressure to mechanical engineer. Sanitary Sewer service connections from 5 ft. outside structure to connection point near the east side of the highway.
6. Private utility relocation horizontal and vertical locations, extension plan, typical trench section, and trench layout. This includes natural gas, electrical underground power, communication lines all in common trench. Provide plan layout of the common utility trench, pedestal and transformer pad locations. Sizing and connection requirements of gas, power, and communications is responsibility of mechanical/electrical engineers.
7. Final building exit locations and utility locations required at Design Development phase by the Architect and M/E.
8. Drainage evaluation and design at the site to include storm sewer piping and inlets.
9. General civil plan notes.
10. Civil specifications.
11. Civil quantities and cost estimate. Cost estimate for selected design development and construction documents for site civil and utilities.
12. Design team meetings. Monthly.
13. Owner design review meetings at DD and CD. 2 meetings.
14. Answer Contractors' questions and prepare addenda during bidding.
15. Utility meetings. Assume 1.
16. Prebid meeting.
17. Preconstruction meeting.
18. Progress meetings biweekly with brief visit to the site.
19. Shop drawing reviews. Value engineering evaluations are not included of Contractor requested changes.
20. Basic construction administration. Value engineering or change requests by the Contractor, Owner or Architect.
21. Onsite periodic construction observation is recommended by AE2S, but is not included as a basic service.

Services Not Included:

Additional Services not identified at inception of project - Services resulting from changes in the scope, extent, or character of the project are not included as a part of the above Scope of Services. If required, or requested by the CLIENT, AE2S will provide additional services on an hourly basis in accordance with the Hourly Fee and Expense Schedule, included herewith as Exhibit A.

1. Topographic or Legal Surveys outside of Schematic Design limits.
2. Evaluation or designs of offsite, upstream, or downstream water, sewer, or storm sewer flows outside of the Schematic Design limits is not included.
3. Landowner negotiations or meetings.
4. Platting, easements and right of way modifications are not included.
5. Environmental evaluation, archeological investigation, historical preservation coordination.
6. LEED designs and construction services.
7. Geotechnical services and materials testing are not included.
8. Specialties: benches, trash receptacles, bike racks, spray off areas, signs, fencing, retaining walls, decorative surface treatments, landscape, irrigation, special castings, etc.
9. Periodic Construction Observation is listed in Expanded Construction Services. The work includes limited construction observation services and does not include full-time inspections.
10. Owner or Contractor requested design changes, betterments, or additions.
11. Survey control for construction coordinates.
12. Phasing plan and staging areas.
13. Geotechnical Engineer to provide pavement design, including recommended materials such as asphalt or concrete. Geotechnical to provide pavement, base, and subgrade thickness designs.
14. Drain tile, underdrains, and downspout designs for the building are not included.
15. Engineered fill designs or specifications.
16. Geotechnical services and materials testing are not included.
17. Construction staking for the site and buildings is not included.
18. As-built record document preparation is excluded.
19. Field changes and scope of work changes during design or construction is not included.
20. Plans printing is not included for review or distribution to the Contractor or Owner.
21. Excludes work associated with construction outside of the Schematic Design.
22. Project delays or multiple phases for: bidding, design or construction phases.
23. Parking calculations, exceptions to City criteria, changes required due to Owner preference or City request after 100% final plan submittal.

CLIENT'S Responsibility

CLIENT shall be responsible for the following under this Agreement:

1. Designate a person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define CLIENT'S policies and decisions with respect to services for the Assignment.
2. Provide all criteria and full information as to CLIENT'S requirements for the Assignment.
3. Provide access to the site.

AE2S shall be entitled to use and rely upon all information provided by CLIENT, or others as designated by CLIENT, in performing services under this Agreement.

CLIENT shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph.

Standard Terms and Conditions

Standard Terms and Conditions of this Agreement are specified in Exhibit B – Standard Terms and Conditions.

Fees

AE2S proposes to render services for the work as outlined in the Agreement for a lump sum fee as follows:

<u>Services</u>	<u>Phase 1</u>	<u>Phase 2</u>	<u>Total</u>
Design Development	\$30,875	\$55,250	\$86,125
Construction Documents	\$33,250	\$59,500	\$92,750
Bidding Services	\$1,900	\$2,400	\$4,300
Construction Administration	\$18,050	\$32,300	\$50,350
*Expanded Construction Services	\$24,700	\$44,200	\$68,900
Totals	\$108,775	\$193,650	\$302,425

**Expanded Construction Services is estimated as a budget item.*

Fees are due and payable in accordance with the provisions of the Standard Terms and Conditions.

Performance Schedule

AE2S shall use commercially reasonable efforts to complete Basic Services within the time frame requested by the Client with a May 1, 2015 Notice to Proceed and September 15, 2015 Construction Documents submittal. City review comments and Architect review comments are expected to be returned within 10 calendar days of submittal dates.

Construction anticipated to start in the October of 2015 and be substantially complete by December 1, 2016 with the potential for finish work in April and May 2017. A winter shutdown period is anticipated on the civil work.

Contract Documents

The Contract Documents consist of the following:

1. This Agreement;
2. The attached Terms and Conditions;
3. All other attached Exhibits;
4. Any duly executed amendments.

There are no Contract Documents other than those listed above.

Acceptance

If this Agreement sets forth your understanding of our agreement, including the scope of work desired, fees, terms, and conditions, please sign both this original and the enclosed copy in the space provided. Please retain the original for your files and return the copy to AE2S. Thank you for the opportunity to assist in this project and we look forward to working with you.

Respectfully submitted,
AE2S

By: Theodore F. Schultz
Theodore F. Schultz, P.E.
Operations Manager

CLIENT's Acceptance

Accepted this ____ day of _____, 2015.

By: _____

Title: _____

This is EXHIBIT A, consisting of 2 pages, referred to in and part of the Agreement between CLIENT and AE2S for Professional Engineering Services dated April 10, 2015.

2015 RAPID CITY HOURLY FEE AND EXPENSE SCHEDULE

POSITION TITLE AND NAME	HOURLY BILLING RATE
General Manager - Ted Schultz, PE	\$175.00
Project Manager - Greg Wierenga, PE	\$140.00
Project Manager - Rich Marsh, PE	\$140.00
Civil Engineer - Ian Garduna, ET	\$98.00
Chief Engineer - Jonathon Fleck, ET	\$98.00
Survey Manager - Jeff Howe, RLS	\$108.00
Land Surveyor - Keith Peterson, RLS	\$78.00
Survey Crew Chief - Jon Collins	\$89.00
Senior Engineering Technician - Inspector	\$83.00
Construction Observer / Water Operator - Mike Riker	\$92.00
Senior Engineering Technician - Michael Schille	\$83.00
Engineering Technician - Justin Fischer	\$78.00
Engineering Technician - Erik Joers, ET	\$78.00
Office Administrator - Sandy Feickert	\$78.00
Administrative Assistant - Michelle Ritchie	\$65.00
Engineering Technician - Sean Smith	\$60.00

EXPENSE BILLING RATES

EXPENSES	UNIT	BILLING RATE
Transportation Vehicle Mile		\$0.68
¾ Ton Vehicle Mile		\$0.70
B & W Photocopy Page		\$0.30
Plots - Color Bond S.F.		\$1.25
Plots - Monochrome Bond / Value S.F.		\$0.75
Plots - Film / Photo High Gloss S.F.		\$2.00
Total Station - Robotic Hour		\$35.00
Geo Rover GPS Hour		\$15.00
RTK GPS Hour		\$25.00
Survey Monuments Each		\$5.00
Fence Posts Each		\$8.00
Survey Lath Bundle		\$22.00
Survey Stakes / Hub Bundle		\$13.00
All Terrain Vehicle / Boat Day		\$100.00
Outside Services		\$1.15
Out-of-Pocket Expenses		\$1.15

Rates will be adjusted at the 1st of each year. AE2S reserves the right to use different employees and rates to complete the work.



Albertson Engineering Inc.

April 2, 2015

Mr. Brad Burns
Chamberlin Architects
725 St. Joseph Street
Rapid City, SD 57701

RE: Proposal for Structural Engineering Services
Deadwood Visitor Center
Deadwood, South Dakota
Albertson Engineering File #2014-210

Dear Brad,

We greatly appreciate the opportunity to present this proposal for the Deadwood Visitor Center project located in Deadwood, South Dakota. We have prepared a proposal for structural engineering services. The following summarizes our understanding of the project, proposed scope of work, and proposed compensation.

PROJECT DESCRIPTION

It is our understanding that the project will consist of the construction of a one story structure as depicted in the attached documents. The structural schematic design for the facility has been completed by our office and is attached to this proposal which well describes the anticipated project.

SCOPE OF WORK

Our proposal is based upon providing the following services:

Main Building (Phase I)

- Typical structural engineering services related to production of structural construction documents. Albertson Engineering Inc. will provide a complete set of

Albertson Engineering Inc.
3202 West Main, Suite C
Rapid City, SD 57702
605-343-9606
605-341-7395 fax
admin@albertsonengineering.com

structural drawings to be included in a multi-discipline construction document package. At this time, the project is anticipated to follow an ordinary delivery process and it is not anticipated to be a fast track project.

- Construction administration services related to portions designed. Construction administration services to include coordination during construction, review of shop drawings, and four (4) construction observations made during the construction period. Construction observations to include a general review of the construction for conformance with the construction documents.

Bridge Abutment & Retaining Walls (Phases 2 & 3)

- Typical structural engineering services related to production of structural construction documents. Albertson Engineering Inc. will provide a complete set of structural drawings to be included in a multi-discipline construction document package. At this time, the project is anticipated to follow an ordinary delivery process and it is not anticipated to be a fast track project. AE2S will be responsible for the overall bridge design with guidance on performance requirements for a pre-engineered bridge system being provided by our office. Abutments will be detailed on our drawings, retaining wall sections will also be provided on our drawings with plan locations and elevations being specified by AE2S.
- Construction administration services related to portions designed. Construction administration services to include coordination during construction, review of shop drawings, and three (3) construction observations made during the construction period. Construction observations to include a general review of the construction for conformance with the construction documents.



Albertson Engineering Inc.

3202 Suite C, Rapid City, SD 57702

COMPENSATION

We are proposing to provide the structural engineering design services for the project described above for the following fee schedules:

Main Building (Phase 1)

DD	\$9,800
CD	\$11,700
Bidding	\$1,500
CA	<u>\$4,000</u>
Total	\$27,000

Bridge Abutment & Retaining Walls (Phases 2 &3)

DD	\$2,200
CD	\$2,700
Bidding	\$500
CA	<u>\$2,000</u>
Total	\$7,400

Sincerely,

Albertson Engineering Inc.

Michael D. Albertson, PE
President



Albertson Engineering Inc.

3202 Suite C, Rapid City, SD 57702



Albertson Engineering Inc.

3202 West Main Street, Suite C
Rapid City, SD 57702
(605) 343-9606 FAX (605) 341-7395

PROJECT MEMORANDUM

Date: March 10, 2015
To: Brad Burns – Chamberlin Architects
From: Mike Albertson

Project: Deadwood Visitor Center
Project #: 2014-210

RE: Structural Narrative for Schematic Design Submittal

STRUCTURAL NARRATIVE

Governing Codes

The new Deadwood Visitor Center hereafter referred to as the Facility will be structurally designed in accordance with the 2012 International Building Code (IBC) as adopted and amended by the City of Deadwood, SD.

Structural System(s) Selection and Overview

The following is a brief description of the structural systems to be used for the facility along with reasons for their selection. A more detailed description of each system will follow:

- **Slab and Footing Subgrade Preparation:** Slab and footing subgrade preparation requirements will be designed in accordance with recommendations from the geotechnical report to be prepared at a later date. At this point, spread foundations on native material are anticipated, but more substantial subgrade preparation requirements are a distinct possibility. Based upon history of other projects within Deadwood, the soil subgrade conditions are subject to substantial variance. In those instances, additional excavation, removal, and replacement with granular materials have often been used.
- **Foundation** will consist of cast-in-place concrete foundation walls supported by conventional cast-in-place concrete spread footings. Footings will be constructed at an elevation to provide adequate frost protection. Typical footing elevations will be 4' below the main floor concrete slab on grade. Groundwater is not anticipated to be within the anticipated excavation limits.
- **Floors:**
 - Main level floors on grade are planned to be cast-in-place concrete slabs supported by native soils. A 4" granular layer immediately below the concrete slab on grade is anticipated.
- **Roofs:** The roof framing for the building will be:
 - Low slope roof portions:
 - Pre-engineered wood trusses at 24" on center with plywood roof sheathing above.
 - Wood trusses to be supported by exterior wood stud bearing walls in most locations.



Albertson Engineering Inc.

- Large conference room has steel beam and column line supporting trusses and folding partition.
- Trolley waiting area to have a steel beam and column line supporting the trusses along the change in roof lines.
- Sloped exterior canopies:
 - Bents (frames) with framing running perpendicular to the slope. At this time the bents are anticipated to be constructed of steel columns and heavy timber beams. Frames will be supported by concrete piers and footings with piers extending a short distance above grade.
 - Heavy timber beams perpendicular to the bents at column lines
 - 2x10 rafters above bents and heavy timber beams. Rafters to support plywood sheathing
- Sloped high roof:
 - Heavy timber trusses at approximately 12' on center supported by heavy timber posts.
 - Heavy timber beams spanning between trusses at ridge and eaves.
 - 2x10 rafters above bents and heavy timber beams. Rafters to support plywood sheathing.
- Walls: Exterior walls will be wood frame construction with 2x8 studs for walls over 12' in height and 2x6 studs for walls 12' and less in height.

Design Loads

The facility will be designed for the Dead Load (self weight) of the structure and the following superimposed loads:

- Occupancy Category: The facility is regarded as a typical building having a Type I Occupancy in accordance with IBC 2012, ASCE 7-10. (Higher importance factor for emergency services facility)
- Snow Load: In accordance the with IBC 2012 and ASCE 7-10 and local codes, use the following:
 - 1. Minimum Roof Snow 40 psf
 - 2. Ground Snow 57 psf
- Wind Load: In accordance with IBC 2012 and ASCE 7-10 and local codes, use the following:
- Typical Wind..... 115mph, Exposure B
- Seismic Load: In accordance with IBC 2012, ASCE 7-10 as follows:
 - 1. Seismic Use Group II
 - 2. Soil Classification..... C
 - 3. Seismic Design Category A
- Other: Special case loadings are designed to be supported based on their actual weight and configurations.

Lateral Force Resisting System



Albertson Engineering Inc.

The structure's main lateral force resisting system is planned to be consist primarily of wood framed shear walls. Exterior canopies will have moment frames for lateral resistance. Lateral wind and seismic loads are transferred to the shear walls through the roof diaphragms. The roof diaphragms are of sufficient strength and stiffness to transfer lateral loads to the transverse bracing systems while minimizing out-of-plane displacements in longitudinal walls.

Deflection and Drift Limits

Deflection limit criteria for the design of structural members are not greater than allowed by the applicable material standard (ACI, AISC, etc.), and IBC 2012 as follows:

- Roof Members:
 - 1. Supporting Plaster (Hard) Ceilings L/360 Snow, L/240 Total
 - 2. Supporting Ceiling (Hung) L/240 Snow, L/180 Total
 - 3. Not Supporting Ceiling L/180 Snow, L/120 Total
- Walls:
 - 1. Wind L/240

Drift limits due to seismic loads are in accordance with typical code standards as follows:

- Cantilever Shear Wall Structure 0.010 x Story Height Below

Building Expansion Joints

No building expansion joints are anticipated within the building.

Materials

The Facility will be designed for the following materials strengths to be used in construction:

- Concrete (f'c):
 - 1. Foundation Walls & Footings 3,000 psi
 - 2. Interior Slab-on-Grade 4,000 psi
 - 3. Exterior Concrete 4,000 psi
- Reinforcing Steel:
 - 1. Standard Deformed ASTM A615, Grade 60
- Wood Framing:
 - 1. Typical dimensional framing SPF #2 or better
 - 2. Heavy Timber Framing Doug Fir Select Structural
- Structural Steel:
 - 3. WF Shapes ASTM A992 (50 ksi)
 - 4. Misc. Shapes / Plates ASTM A36 (36 ksi)
 - 5. Structural Tubes ASTM A500, Grade B (46 ksi)
 - 6. Structural Pipes ASTM A53, Type E, Grade B (35 ksi)



Albertson Engineering Inc.

3202 West Main Street, Suite C
Rapid City, SD 57702
(605) 343-9606 FAX (605) 341-7395

Special Inspections

Structures designed in accordance with IBC 2012 are required to have "special inspections" performed during the construction of the project. "Special Inspections" are quality control inspections and testing that are performed on a periodic basis to ensure the adequacy of construction.

plan, irrigation plan, along with completing associated specification sections, and completion of the final opinion of probable costs. During this phase we will work with the consultant team to submit a 95% review and our 100% bid documents.

Construction Documents Deliverables:

95% Review set, 100% final Bid Documents, Final Opinion of Probable Costs, Final associated specifications.

Bidding and Construction Administration:

During the bidding and construction administration stage of the project we will be available to answer any bidder/contractor questions concerning our associated work. We will work with the design team to develop any needed addendum or required change orders for the project to be successfully completed. During construction we will conduct site visits and produce project punch lists at project completion for the work associated with Landscape architecture. Close coordination will be made with the consultant team to make sure these site visits are efficient and purposeful to the end result of the project. We will submit a site observation review upon completion of each site visit.

Fees:

Our fees are based upon the desire to complete a first class design for your vision. We will provide you the best work available at a competitive price.

Our work would be invoiced on a percentage complete basis. Our fees have been broken out into phases. Phase 1 work will include work around the Visitor Center, and phase 2 work will include the parking lot, river edge, and north plaza development. The two phases will be completed simultaneous and billed simultaneous. Our current understanding to complete phase 1 leads us to a fee of \$26,300.00 plus applicable taxes and project standard reimbursable items. Our current understanding to complete phase 2 leads us to a fee of \$20,600.00, plus applicable taxes and project standard reimbursable items.

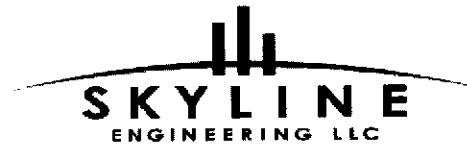
It is assumed that Elevate Design Studios will be provided with updated base plans, project title block, and associated survey information in a DWG format.

Brad, we look forward to the opportunity to work with you and your design team on this great Project. We look forward to forge new lasting professional relationships with this project. Thank you for the opportunity and we look forward to hearing from you.

Please call us if you have any questions concerning the above information.

Sincerely,


Mark R. Jobman, pla, asla
CLARB Certified Landscape Architect
Principal @ Elevate Design Studios, llc



ARTICLE 1 Parties to the Contract

- 1.1 This Agreement between Skyline Engineering, LLC. (hereinafter "Skyline") and Chamberlin Architects hereinafter "Client"), for services described herein, on the following project: Deadwood Visitor Center (Hereinafter "Project").

ARTICLE 2 Project Description

- 2.1 The proposal is based on a single-story, 8,500 SF stand alone visitor center and Chamber of Commerce offices. The building will include the visitor center with interpretive features and a large multipurpose public meeting room. Mechanical and electrical systems have been defined in the schematic narrative finalized in February 2015. The mechanical system will be based on a traditional gas fired rooftop/boiler system as defined in the schematic narrative. There will be no ground source geothermal system as mentioned in the schematic narrative.
- 2.2 Pending finalization and budget analysis, other project features include:
- 2.2.1 Trolley turn-around at south end with canopy connected to building.
 - 2.2.2 Exterior plaza's around the building and at the north end of the site.
 - 2.2.3 A 230 car parking lot – Phases 1 and 2.
 - 2.2.4 Pedestrian bridge over creek – Phase 3.
 - 2.2.5 Creek trail improvements – Phase 3.
 - 2.2.6 New retaining wall between parking lot and creek.
 - 2.2.7 Highway crossing improvements including signalization.
- 2.3 The project will be completed in three phases. Phase 1 will include the building, surrounding landscape, immediate/new parking area, and trolley turn-around area. Phase 2 & 3 will include the remaining site work.
- 2.4 This proposal anticipates a MEP construction budget for phase 1 is approximately \$680K.
- 2.5 Phase 2 will likely include demolition of the existing visitor center and the replacement of the remaining parking lot with improved pedestrian access, a signalized pedestrian crossing. This proposal includes design of new lighting in the extended parking lot. This proposal includes electrical design services for the balance of the parking lot lighting and the perimeter sidewalks lighting.
- 2.6 Phase 3 will include a pedestrian bike path located on the east side of whitewood creek.
- 2.7 This proposal anticipates an electrical construction budget for lighting within phase 2 and 3 of approximately \$150,000. This lighting budget is very dependent on the city design choices. If the designer is given free reign, we are confident that the parking lot, parking area sidewalks, bridge lighting, and creekside walking path lighting can be accomplished. However, if

Deadwoods standard decorative globes are required, more fixtures than budget may prevail. This proposal assumes the Phase 2 and 3 lighting work is limited to \$150,000 construction budget.

- 2.8 This proposal specifically excludes Hwy/street lighting design as it is likely the existing lighting is sufficient. In addition, this proposal also specifically excludes the controls and design for the pedestrian crossings.
- 2.9 Skyline shall provide and prepare design development documents, construction documents including drawings and systems specifications for the Project. In particular, Skyline shall undertake the following services for the Project.

2.10 MECHANICAL BASIC SERVICES

2.10.1 Specifications

- 1. Standard CSI 2004 Divisions 21, 22, and 23 and/or on plans as most appropriate.

2.10.2 HVAC

- 1. Air conditioning and heating load calculation.
- 2. Basic analysis and recommendation for HVAC system selection.
- 3. Equipment schedules indicating physical characteristics, capacities, electrical capacities and manufacturer used as the basis for the design.
- 4. HVAC ductwork and piping distribution.
- 5. HVAC equipment room plans.
- 6. Major equipment manufacturer's data sheets and identification of locations and communication to the Structural Engineer.
- 7. Identification of mechanical openings and sleeves and communication to the Structural Engineer
- 8. Sequences of operation for HVAC systems.
- 9. Piping diagrams for major central systems, if required for design clarification.
- 10. Fire and smoke dampers in partitions and fire walls, based on the fire and smoke separations indicated on the architectural drawings.
- 11. Locations of thermostats and room control devices.
- 12. Identification of ceiling HVAC elements such as grilles and diffusers for incorporation into the architectural/electrical ceiling plan layouts.
- 13. Identification of HVAC equipment space requirements and communication to the Architect.
- 14. Door grilles and louvers for air transfer

2.10.3 Plumbing

- 1. Connection to water supply, 5'-0" beyond the building.
- 2. Water distribution inside the building to all plumbing fixtures and equipment.
- 3. Domestic hot water distribution to plumbing fixtures.
- 4. Domestic hot water recirculation system
- 5. Water heater selection.
- 6. Plumbing fixtures selection.
- 7. Sanitary collection system within the building.
- 8. Connection to sanitary sewer, 5'-0" outside the building.
- 9. Building rainwater collection system within the building.
- 10. Connection to building rainwater collection system to 5'-0" outside the building.

3. Interior, parking area and exterior building lighting.
4. Phase 2 parking & parking areas sidewalks, and Phase 3 sidewalks and bridge lighting.
5. Special lighting controls including occupancy sensors, photocells and timeclocks only.

2.11.5 Emergency Power

1. There will be no emergency generator system.

2.11.6 Special Systems

1. Fire Alarm System layout and specification.
2. Sound system layout and specification – not related to interactive exhibits.
3. Data/Tele/TV Horizontal Communications wiring and connectivity.
4. Security system - monitoring, access and control.

2.11.7 Design Coordination Support

1. Preparation of one (1) opinion of probable cost for each of the design phases.
2. Production and issue of one (1) set of Electrical drawings and specifications for each of design phases of the project consisting of Design Development, Owner Review, and Construction Documents.
3. Coordination meetings consisting of four (4) local meetings during the design phase of the project.

2.11.8 Construction Support

1. Review contractor's shop drawings-two reviews/submittal.
2. Attend pre-bid and pre-construction meetings.
3. Provide construction observations consisting of three (3) trips during the Phase 1 construction and three (3) additional trips during phases 2 and 3 of the project.
4. Provide one additional final observation and punch list of the completed construction.

2.11.9 Any work or services not identified in this Article 3, shall be considered Optional Additional Services. In the event Client desires Optional Additional Services, Skyline shall be compensated as provided in Article 4.

ARTICLE 3 Optional Additional Services

3.1 Skyline shall only perform the items identified in Article 3 regarding Project Basic Services. The following constitutes Optional Additional Services which Skyline offers to Client:

1. Design of site utilities or site structures beyond 5'-0" from the building.
2. Preparation of detailed (quantities based) construction cost estimates.
3. Life cycle cost analysis of major equipment and systems.
4. Preparation of AutoCAD record drawings, based on contractor markups.
5. Commissioning building mechanical and electrical systems - startup and testing.
6. Design to include electrical power coordination studies.
7. Design to provide ARC flash exposure or define PPE requirements.
8. Construction observation trips beyond the quantity stipulated in the Project Basic Services.

9. Design of Owner or Architect initiated changes to the project during construction, or significant changes to the project scope during the design phase.
10. Restart costs if project is delayed over 30 days.
11. Redesign or design services in response to Contractor generated errors or construction not in accordance with the contract documents.
12. Design services for or modifications to any existing buildings and/or systems beyond that identified herein.
13. Design for structural systems.
14. Design for groundwater drainage or tile system - beyond pumping as identified by others.
15. Special lighting design including custom fixture design or low-voltage solutions.
16. Special distribution systems: Under-floor wiring, raised floors, or flexible wiring systems.
17. Kitchen equipment selection and layout.
18. Design services for a computer room HVAC systems or network systems.
19. Design of clean rooms and/or laboratories.
20. Design of telecommunications beyond provisions identified herein. All hardware, switches, routers, etc will be designed by others.
21. Uninterruptible power systems, if necessary.
22. Design services for pedestrian crosswalk signalization or lighting.
23. Design services associated with street or hiway lighting improvements associated with the crosswalks and/or signalization.
24. Add/Deduct alternates not identified herein.
25. Design Services related to LEED.
26. Design Services utilizing REVIT in MEP design.
27. Services not listed as Basic Services.

3.2 In the event that Client desires Optional Additional Services beyond those defined as Project Basic Services, then Client shall direct Skyline in writing. In the absence of a mutual written agreement, Skyline shall notify Client that it is performing Optional Additional Services. In the event that Client fails to inform Skyline in writing, within seven calendar days of receipt of notice, that the Optional Additional Services are not required, then client shall compensate Skyline according to the terms and conditions of this Article 4 for Optional Additional Services.

3.3 The following hourly rates, effective through December 31, 2015, shall be used as the basis for compensation for any Optional Additional Services, or any agreed upon hourly work performed by Skyline:

Principals	\$ 130
Project Managers	\$ 110
Engineer III	\$ 105
Engineer II	\$ 95
Engineer I	\$ 85
Designer III	\$ 95
Designer II	\$ 85
Designer I	\$ 75
CAD Technician II	\$ 65
CAD Technician I	\$ 55
Support Staff	\$ 55
Intern	\$ 45

- 3.4 In addition to the hourly rates outlined in Article 4.3, Skyline shall also be entitled to Reimbursable Expenses as outlined in Article 5.3.
- 3.5 If Skyline performs any Optional Additional Services, then Skyline shall be entitled to an appropriate adjustment in Skyline's schedule.

ARTICLE 4 Compensation For Basic Services

4.1 Initial Work/Schematic Design Phase: A lump sum of \$7,500 inclusive of Reimbursable Expenses. This work has been completed and invoiced.

4.2 Phase 1 Mechanical/Plumbing:

Design Development - A lump sum of \$7,000 inclusive of Reimbursable Expenses.

Construction Documents - A lump sum of \$10,500 inclusive of Reimbursable Expenses.

Bidding and Negotiation - A lump sum of \$2,350 inclusive of Reimbursable Expenses.

Construction Administration - A lump sum of \$3,600 inclusive of Reimbursable Expenses.

4.3 Phase 1 Electrical:

Design Development - A lump sum of \$7,000 inclusive of Reimbursable Expenses.

Construction Documents - A lump sum of \$10,500 inclusive of Reimbursable Expenses.

Bidding and Negotiation - A lump sum of \$2,350 inclusive of Reimbursable Expenses.

Construction Administration - A lump sum of \$3,600 inclusive of Reimbursable Expenses.

4.4 Phase 2/3 (Parking Lot Lighting):

Design Development - A lump sum of \$3000 inclusive of Reimbursable Expenses.

Construction Documents - A lump sum of \$4500 inclusive of Reimbursable Expenses.

Bidding and Negotiation - A lump sum of \$1500 inclusive of Reimbursable Expenses.

Construction Administration - A lump sum of \$3000 inclusive of Reimbursable Expenses.

4.5 In addition to the above, Client is responsible for all applicable taxes.

4.6 Reimbursable Expenses.

As used in this Agreement, Reimbursable Expenses include the following:

- 4.6.1** All expenses for travel, meals, and lodging associated with the Project billed at cost, except Skyline and personal vehicle mileage, billed at IRS-approved reimbursement rate.
- 4.6.2** Inside reproductions (excluding reproductions for the in-house use by Skyline), billed as follows:

-Plotting on Bond_____	\$0.20/square foot
-Plotting on Vellum_____	\$0.30/square foot
-Plotting on Mylar_____	\$0.60/square foot
-Black and white Photocopies_____	\$0.15/sheet
-Color photocopies_____	\$0.30/sheet

- 4.6.3 Outside reproduction services, billed at cost.
- 4.6.4 Courier services and postage, billed at cost.
- 4.6.5 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage requested by Client.
- 4.6.6 Any Subconsultant utilized by Skyline will be billed at cost.
- 4.6.7 All other expenses not ordinarily required to perform duties stated in this contract, billed at cost.

ARTICLE 5 Payments to Skyline

- 5.1 Payments on account of services rendered and for Reimbursable Expenses shall be made monthly upon presentment of Skyline's statement of services. No deductions shall be made from Skyline's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contactors, or on account of the cost of changes in the work other than those which Skyline has been adjudged to be liable.
- 5.2 Client shall disclose to Skyline, prior to execution of this Agreement, contingent or other special provisions relative to compensation that Client may have in any understanding or other agreement which may impact Skyline's compensation.
- 5.3 Skyline shall have the right to stop work if any payment shall not be timely made in full according to the terms and conditions of this Agreement. Skyline has the right to suspend work, or terminate this Agreement if their statements are not paid pursuant to the terms and conditions herein. If the statements are not paid within thirty (30) days after they become due, Skyline further reserves the option to void this agreement, sue for damages, and pursue any other legal or equitable claim. Skyline is under no duty to continue work without timely payments according to the terms and conditions herein.
- 5.4 In the event of Client's failure to timely compensate Skyline and Skyline chooses to terminate this Agreement or suspend its services, then Skyline shall have no liability to Client for any delay or damage.
- 5.5 Skyline is under no duty to provide any services, documents, plans, specification, or any other work until Skyline is paid in full for its statement of services. Skyline specifically reserves the right to withhold any and all work and/or work product until paid according to this Agreement.
- 5.6 Amounts unpaid thirty (30) days after the invoice date shall bear interest at a rate of 1.0% per month.
- 5.7 This agreement may be terminated by either party giving written notice to the other party ten days prior to the termination date. Skyline shall be paid for work completed through the date of the termination notice for the services performed on an hourly basis at two and one-half times the

direct personnel expense incurred, and reimbursable expenses incurred up to the termination date, plus any termination expenses.

ARTICLE 6 Insurance and Limitation of Liability

- 6.1 Waivers of Subrogation. Client and Skyline waive all rights against each other for damages caused by fire or other causes of loss to the extent covered by property insurance, except such rights as they have to proceeds of such insurance held by the Project Owner as fiduciary. The Client shall require of the consultants, general contractor, separate contractors, owner(s), and all subcontractors, by appropriate agreements, similar written waivers of subrogation in favor of Skyline and of other parties enumerated in this Article 7.1.
- 6.2 Limitation of Skyline's Liability. Client agrees that Skyline's total liability to Client for any and all injury, claims, losses, expenses, damages, or claims expense, attorney fees shall not exceed the available limits of Skyline's insurance. Such claims include, but are not limited to negligent acts, errors or omissions, strict liability, breach of contract or breach of implied or express warranty. Further, each party waives any subrogation right it may have on behalf of its insurer against each other. At the time the parties entered into this contract, damages in the event of a breach are incapable or very difficult of accurate estimation. The parties hereto have undertaken reasonable efforts to fix fair compensation. The amount stipulated bears a reasonable relation to probable damages and is not disproportionate to any damages reasonably to be anticipated.
- 6.3 As further consideration for Client's limitation of claims against Skyline to the amount of Skyline's insurance coverage, Skyline shall keep in force for the term of this project, a professional liability insurance policy insuring it against negligent acts, errors, or omissions in the amount of \$1,000,000.

ARTICLE 7 Miscellaneous Contract Provisions

- 7.1 Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees to bear all costs, losses and expenses, including the cost of Skyline's additional services, arising or allegedly arising from the discovery of concealed or unknown conditions in the existing structure.
- 7.2 Client acknowledges and agrees that Skyline's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Skyline or any other party encounters asbestos or hazardous or toxic materials at the Project, or should it become known in any way that such materials may be present at the Project or any adjacent areas that may affect the performance of Skyline's services, Skyline may, at their option, and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
- 7.3 Client shall have sixty (60) calendar days to ascertain the completeness of the electronic file delivered by Skyline Engineering in AutoCAD or other electronic format, after which period it will be deemed as complete and having been accepted as delivered. It is also agreed that a hard copy of the documents will be delivered, and in the event of conflicts or discrepancies between

the two files, the hardcopy will prevail. Skyline Engineering's title block must and will be removed from electronic files transferred to the Client. Because data stored electronically can deteriorate, Skyline shall not be responsible to maintain the electronic media and makes no representation that the electronic data/drawings will be available following 60 days after acceptance of the documents.

- 7.4 If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions, and the provision which is held invalid is hereby severed from the remaining terms and conditions so the remaining provisions are in full force and effect.
- 7.5 Electronic files prepared by Skyline Engineering pursuant to this document are instruments of service in respect to the project. They are not intended or represented to be suitable for re-use by the Client or others in extensions of the project or on any other project. Any reuse without written verification or adaptation by Skyline Engineering for the specific purposes intended will be at the Client's sole risk and without liability or legal exposure to Skyline Engineering, and the Client shall indemnify and hold harmless Skyline Engineering from all claims, damages, losses and expenses, including attorney fees and defense costs, arising out of or resulting therefrom. Any such verification or adaptation will entitle Skyline to further compensation at rates in effect at the time.
- 7.6 It is acknowledged that both parties agree the stated design fees are based upon the estimated project value stated in the project description above. Should the scope of the project change and the actual construction cost exceed the stated values, Skyline shall be entitled to proportionate fee increases.
- 7.7 The standard of care for all professional engineering and related services performed or furnished by Skyline Engineering under this agreement will be the care and skill ordinarily used by members of Skyline's profession practicing under similar circumstances at the same time and in the same locality. Skyline makes no warranties, express or implied, under this agreement or otherwise, in connection with Skyline's services.
- 7.8 Skyline's sole contractual relationship shall be with the Client and nothing herein shall be construed to create any obligation or contractual relationship between Skyline and any third party. Nothing contained in this Agreement shall create a contractual relationship with or cause of action, or claim in favor of a third party against Skyline. Skyline relies solely and exclusively on the Client to provide complete, accurate, and timely information of the Owner's design criteria. Skyline assumes no responsibility for the accuracy of "Opinions of probable cost." Skyline shall not have authority or responsibility of any contractor's means, methods, techniques, sequences, or procedures of construction for safety precautions and programs incident to the contractor's work. Skyline's scope shall not include serving as an "authority having jurisdiction" as defined by model codes nor shall we perform associated code-compliance interpretation.
- 7.9 If the construction contract requires the contractor to pay for and erect a construction site sign that includes the Client's name and/or corporate identifier, the Client shall include similar placement of Skyline Engineering's name and/or corporate identifier on the sign in the construction site sign requirements in the construction contract. The size and placement of Skyline Engineering's name and/or corporate identifier shall be similar to that of the Client, adjusted as acceptable to Skyline Engineering. If Client chooses to pay for and erect a construction site sign that includes the Client's name and/or corporate identifier, Skyline Engineering shall have the option of including its name and/or corporate identifier on the sign in a similar fashion. If this option is exercised, Skyline Engineering will proportionately share the costs of the sign and its erection with client.

7.10 Acceptance by Client-

SKYLINE ENGINEERING, LLC

CHAMBERLIN ARCHITECTS

By: _____

By: _____

Its: _____

Its: _____

DATE _____

DATE _____

DEADWOOD

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

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

Mike Runge
Archivist
Telephone (605) 578-2082

4-20-15
10M

MEMORANDUM

Date: April 17, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, HP Officer
Re: **Photograph Usage permit, #2015-03**

On March 19, 2015 the City of Deadwood Archives was contacted by Michele Slott, the senior Brand & Marketing Associate with P R A I R I E B E R R Y LLC in regards to the use of a photograph from the City's collection. Prairie Berry would like to incorporate image PHO.2006.310.3.1, more specifically the cabinet card of James Butler Hickok purchased by the City in 2006 into a new label for their wine.

Since this request is outside the ordinary use of City owned images, City Staff consulted with the city attorney for advice and recommendation. Based on the recommendations of staff and the City Attorney, it was decided to seek the City Commission for guidance and a decision on whether or not to charge for the use of this image. It was discussed that Prairie Berry LLC would print a courtesy on the bottle if the fee was waived. An example of the courtesy will be distributed during the meeting by city staff.

The correspondence between city staff, city department heads and the City attorney, the City's fee schedule, and PHO.2006.310.3.1 are attached to this memorandum.

RECOMMENDATION

It is the staff's recommendation to waive the \$75.00 fee in exchange for placing a courtesy on every wine label using image PHO.2006.310.3.1, more specifically the cabinet card of James Butler Hickok.

Michael Runge

From: Mary Jo Nelson
Sent: Thursday, March 26, 2015 10:09 AM
To: Michael Runge; Kevin Kuchenbecker
Subject: RE: Historic photograph availability

Thanks for your diligence on this Mike. If city does agree to allow placing the picture on at no charge, it would be good if HP has final approval on contents of the courtesy note. Just a thought.

Mary Jo Nelson
Finance Officer
City of Deadwood
605-578-2600

 Please consider the environment before printing this email.

From: Michael Runge
Sent: Thursday, March 26, 2015 10:03 AM
To: Kevin Kuchenbecker
Cc: Mary Jo Nelson
Subject: FW: Historic photograph availability

Hi Kevin:
Prairie Berry Winery asked permission to use one of the Wild Bill images on their wine label. I checked with Terri Williams and her email and comments are below. Prairie Berry would be willing to place a courtesy on the label for the use of the image if we didn't charge them. I would still ask them to fill out a photograph request form and sign it.

What are your thoughts?

Best,
M

Michael Runge
City Archivist
108 Sherman Street
Deadwood, SD 57732
P: (605) 578-2082
F: (605) 578-2084
Website: www.cityofdeadwood.com

From: Terri L. Williams [<mailto:TWilliams@gpnaiaw.com>]
Sent: Thursday, March 26, 2015 8:46 AM
To: Michael Runge
Subject: RE: Historic photograph availability

Dear Mike,

After reviewing the ordinance, I believe the City has the ability to handle this request as it chooses. First, I read the ordinance as allowing the City the ability to negotiate a contract for the use of the photograph for a particular price and limit the production, if that is what the City desires. Secondly, I believe the City can advise Prairie Berry the use of the photograph will cost them .25 a bottle. Thus, if the City believes it is beneficial to allow the use of the photo, with acknowledgment to the City of Deadwood, negotiate a better contract. Otherwise, each use will cost .25.

Sincerely,

Terri



GUNDERSON | PALMER | NELSON | ASHMORE LLP

Terri L. Williams

Attorney at Law

506 Sixth Street • P.O.Box 8045 • Rapid City, SD 57709-8045

Phone: (605) 342-1078 • Fax: (605) 342-9503

twilliams@gpnalaw.com

www.gundersonpalmer.com

CONFIDENTIALITY NOTICE: This e-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. " 2510-2521, is confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received this message in error, then delete it. Thank you. Gunderson, Palmer, Nelson & Ashmore, LLP (605) 342-1078

From: Michael Runge [<mailto:michael.runge@cityofdeadwood.com>]

Sent: Thursday, March 19, 2015 4:23 PM

To: Terri L. Williams

Subject: FW: Historic photograph availability

Good afternoon Terri:

I have a quick question for you. Prairie Berry Winery would like to use one of City's images on a bottle of wine, more particular the James Butler Hickok image. I enclosed the City's fee schedule ordinance that covers the use of city owned images.

Do we need to do something a bit different on this request?

Any thoughts?

Thanks,

Mike

Michael Runge

City Archivist

108 Sherman Street

Deadwood, SD 57732

P: (605) 578-2082

F: (605) 578-2084

Website: www.cityofdeadwood.com

Michael Runge

From: Terri L. Williams <TWilliams@gpnalaw.com>
Sent: Thursday, March 26, 2015 8:46 AM
To: Michael Runge
Subject: RE: Historic photograph availability

Dear Mike,

After reviewing the ordinance, I believe the City has the ability to handle this request as it chooses. First, I read the ordinance as allowing the City the ability to negotiate a contract for the use of the photograph for a particular price and limit the production, if that is what the City desires. Secondly, I believe the City can advise Prairie Berry the use of the photograph will cost them .25 a bottle. Thus, if the City believes it is beneficial to allow the use of the photo, with acknowledgment to the City of Deadwood, negotiate a better contract. Otherwise, each use will cost .25.

Sincerely,

Terri



GUNDERSON | PALMER | NELSON | ASHMORE LLP

Terri L. Williams

Attorney at Law

506 Sixth Street • P.O.Box 8045 • Rapid City, SD 57709-8045

Phone: (605) 342-1078 • Fax: (605) 342-9503

twilliams@gpnalaw.com

www.gundersonpalmer.com

CONFIDENTIALITY NOTICE: This e-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. " 2510-2521, is confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received this message in error, then delete it. Thank you. Gunderson, Palmer, Nelson & Ashmore, LLP (605) 342-1078

From: Michael Runge [<mailto:michael.runge@cityofdeadwood.com>]

Sent: Thursday, March 19, 2015 4:23 PM

To: Terri L. Williams

Subject: FW: Historic photograph availability

Good afternoon Terri:

I have a quick question for you. Prairie Berry Winery would like to use one of City's images on a bottle of wine, more particular the James Butler Hickok image. I enclosed the City's fee schedule ordinance that covers the use of city owned images.

Do we need to do something a bit different on this request?

Any thoughts?

Thanks,

Mike

Michael Runge
City Archivist
108 Sherman Street
Deadwood, SD 57732
P: (605) 578-2082
F: (605) 578-2084
Website: www.cityofdeadwood.com

From: Michele Slott [<mailto:mich@prairieberry.com>]
Sent: Thursday, March 19, 2015 10:31 AM
To: Michael Runge
Subject: Historic photograph availability

Hello Michael!

Jessica Michak from Deadwood History suggested I contact you. We are wondering about the availability of this attached photo of Wild Bill Hickok for an upcoming project. Would we be able to purchase a high resolution scan and usage rights from the City of Deadwood, or is there someone else who owns right to this image that I should contact?

Thank you so much for any information you can share.

Michele Slott | *Sr. Brand & Marketing Associate*
PRAIRIE BERRY LLC
mich@prairieberry.com | P: 605.574.9625

NOW WITH TWO SOUTH DAKOTA LOCATIONS
23837 Hwy 385, Hill City, SD 57745 & 322 E 8th St, Sioux Falls, SD 57103
prairieberry.com | minerbrewing.com | prairieberry.com/eastbank

ORDINANCE #1169
AN ORDINANCE CREATING CHAPTER 3.28
FEE ORDINANCE

WHEREAS, the Deadwood City Commission desires to establish and clarify the fees in effect for the City of Deadwood, and

WHEREAS, the Deadwood has developed a standardized fee schedule for research, duplication of documents and photographs, and publications of materials under the control of the City of Deadwood; and

WHEREAS, the use fees are intended to support the ongoing efforts to maintain the City's collections; and

WHEREAS, the City of Deadwood will develop guidelines and policies for the implementation of the standardized fee schedule. All reproductions of the following items are meant for one-time use unless otherwise mutually agreed upon by all parties in writing; now, therefore

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 3.28 be created as follows:

Chapter 3.28

STANDARDIZED FEE SCHEDULE

3.28.010 Photocopy Fees

	<i>8.5" x 11.0"</i>	<i>8.5" x 14.0"</i>	<i>11.0" x 17.0"</i>
• Black and White copy	\$0.25	\$0.35	\$0.50
• Color copy	\$0.50	\$0.75	\$1.00

3.28.020 Products from City Plotter: Color and Black and White

• A Size 8 1/2" x 11"	\$3.00
• B Size 11" x 17"	\$5.00
• C Size 17" x 22"	\$7.00
• D Size 22" x 34"	\$10.00
• E Size 34" x 44"	\$12.00

Multiple copies may be outsourced at patron's expense. Materials may be loaned only upon written agreement and at the discretion of the appropriate Department Head. Loaned materials damaged during transit will be charged at patron's expense.

3.28.030 Personnel Time

Services requiring personnel time above and beyond typical City business by definition is the systematic searching of the City's collections to locate specific fact(s) which pertain to a person, place, location, or event. Fees are charged for the staff's time involved in doing the research and/or services whether or not an answer is found.

The costs for research services are as follows:

- Per hour rate \$20.00
- Minimum research fee \$5.00

3.28.040 Audio Visual/Photographic/Video Tape Reproduction

- A. Photographic/audiovisual reproduction can be defined as the duplication of photographic or audiovisual media for commercial or personal use.
- B. This constitutes all audio and visual recordings owned or housed by the City of Deadwood, the Deadwood Historic Preservation Commission or the Deadwood Public Library. Duplication fees are as follows:
 - \$25.00 per audiotape cassette
 - \$15.00 per digital recording
 - \$25.00 per videotape
 - \$10.00 per DVD
- C. The City of Deadwood charges a fee for each photograph which is reproduced for private or commercial purposes. A credit line must be given and will be stamped on the back of the copy print or will be attached to the digital image. These fees apply to images owned by the City of Deadwood, the Deadwood Historic Preservation Commission or the Deadwood Public Library.

<i>Size</i>	<i>Color or Black & White</i>
• 5.0 x 7.0	\$20.00
• 8.0 x 10.0	\$30.00
• 11.0 x 14.0	\$50.00
• 16.0 x 20.0	\$75.00
• Slide(s) and Negative(s)	will be charged the price of out sourcing plus an additional fee of \$2.00 to the overall price to cover shipping and handling.

3.28.050 Usage Fee Schedule

The following fees will be assessed for the use of photographs and audio-visual materials from the City of Deadwood, the Deadwood Historic Preservation

Commission on the Deadwood Public Library collections. These fees are in addition to other reproduction charges or processing fees.

<u>Periodicals/Serials (per image)</u>	<u>Commercial Use:</u>	<u>Non-profit Use:</u>
• Under 5,000 circulation	\$10.00	\$5.00
• 5,001 – 9,999 circulation	\$30.00	\$15.00
• 10,000 – 25,000 circulation	\$50.00	\$25.00
• Over 25,000 circulation	\$75.00	\$35.00

<u>Book Editions, Video, Posters, CD ROM, Postcards, Calendars</u>	<u>Commercial Use:</u>	<u>Non-profit Use:</u>
• Under 5,000 circulation	\$20.00	\$10.00
• 5,001 – 15,000 circulation	\$35.00	\$15.00
• 15,001 – 25,000 circulation	\$50.00	\$25.00
• 25,001 – 50,000 circulation	\$75.00	\$40.00
• Over 50,000 circulation	\$100.00	\$50.00

<u>Special Use</u>	<u>Commercial Use:</u>	<u>Non-profit Use:</u>
• Book Jacket or Book Cover	\$75.00	\$40.00
• Broadcast Use: commercials, motion picture, or television	\$100.00	\$50.00
• Filmstrip or slide show	\$20.00	\$10.00
• Decorative display in business	\$25.00	\$10.00

<u>Lecture / Presentation</u>	
• If free and open to the public	\$0.00
• If entrance fee charged	\$20.00

<u>Audiovisual</u>	
• Non-profit use	\$5.00 per minute
• Commercial Use	\$20.00 per minute

<u>Website Use</u>	
• Non profit use	\$5.00
• Commercial Use	\$50.00

3.28.060 GIS Data

• OTHO Images	\$100/unit	\$1,500.00 Whole area
• Contour Lines	\$25/unit	\$450.00 Whole area
• Roads	\$30 Whole Area	
• Buildings	\$35 Whole Area	
• Points of Interest	\$10 Whole Area	
* Includes staff time		

3.28.070 Waiver

The City of Deadwood reserves the right to waive fees or other requirements on an individual basis at the discretion of the appropriate Department Head. Such waiver of fees can be made only upon approval of written documentation.

3.28.080 Sales Tax


The City of Deadwood shall charge applicable sales tax to all services under this chapter.

Dated this 19th of December, 2011.

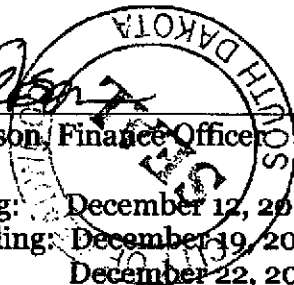
CITY OF DEADWOOD

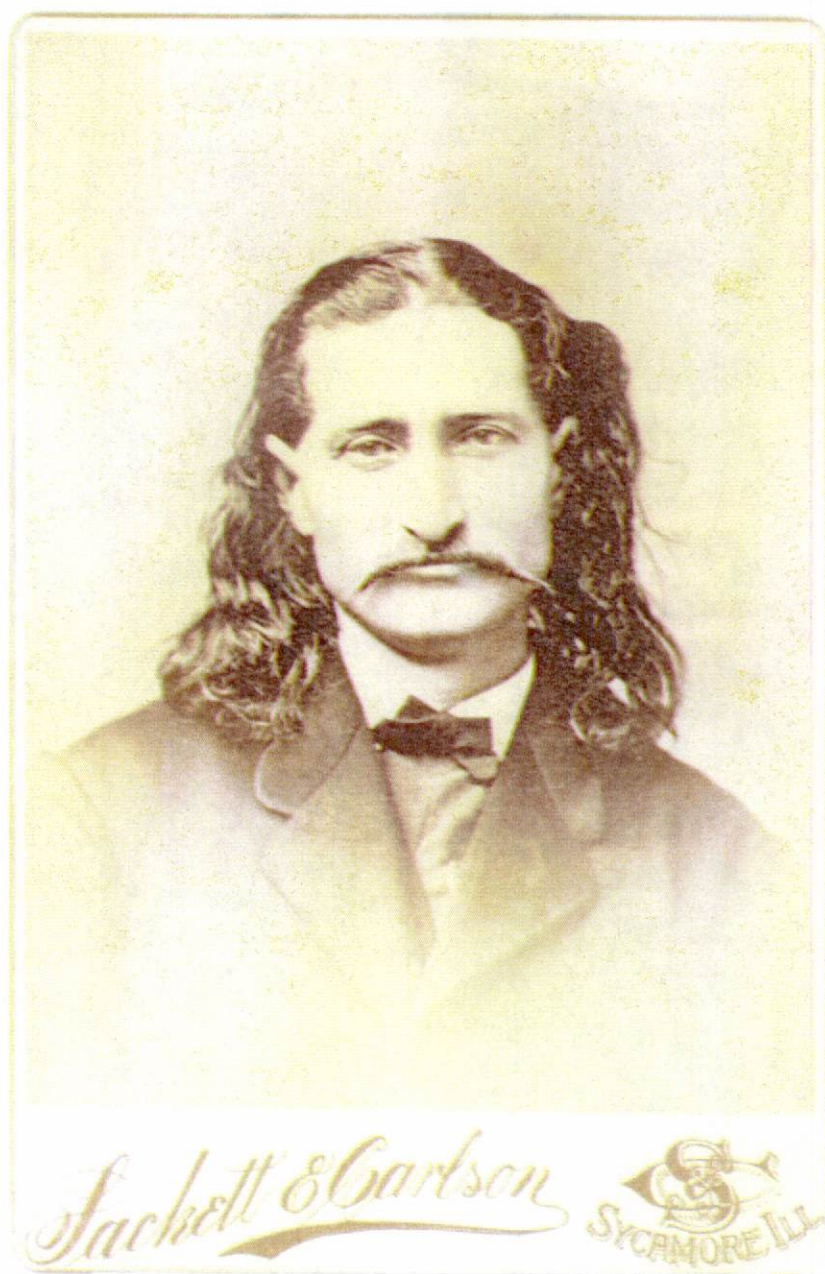

Francis Toscana, Mayor

ATTEST:


Mary Jo Nelson, Finance Officer

First Reading: December 12, 2011
Second Reading: December 19, 2011
Published: December 22, 2011
Adopted: January 11, 2011





Description

(1) cabinet card. Image shows the upper head & torso of James Butler Hickok. Starting from crown of head-shoulder length curly hair parted in center of scalp (appears to be lightly oiled). Head slightly tilted to right. Well groomed droopy style***

moustache. Ends of moustache rolled & held in place w/ moustache wax. Starched shirt collar w/ minimal black tie. Over the shirt is black wool slack jacket.Lettering along proximal end of dorsal side in gold "Sackett & Carlson Sycamore, Ill." Quilt edge cream colored mount.

1 of 2 cabinet card & carte de viste of James Butler Hickok. Part of Collection 2006.6