

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
5:00 p.m. April 6, 2015

Public comments are welcomed, but no action can be taken by the Commission on 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 March 16, 2015, both Board of Equalization and regular meeting**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

A. Kenny Hall, Prince-Hall Promotions, requests Commission reconsider decision to charge for use of rodeo grounds on May 16-17, 2015

6. **CONSENT AGENDA**

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

- A. 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 3/16/2015 and Ben Weiss effective 3/25/2015 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 Pierce 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 Dept. and 1 part time for rubble site

- I. Resolution 2015-09 Amending Resolution 2014-25 to Vacate Railroad Right-of-Way located on First Interstate Lot. Resolution corrects legal description
- 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
- 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, SD. Registration cost \$50 plus meals and lodging
- O. Purchase snow blower attachment for John Deere tractor from RDO for \$2,636.78 from Parks budget
- P. Allow Braxton Mckeen 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 Tour on June 2-3, 2015

7. **BID ITEMS**

8. **PUBLIC HEARINGS**

- A. Set public hearing at 5:00 p.m. on April 20 for Cinco De Mayo activities: Street Closure, Waiver of Banner and Vending Fees May 2.
- B. 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. 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. Set public hearing at 5:00 p.m. on April 20 for National Impala street closure from 7:00 p.m. to 10:00 p.m. on July 22.
- D. 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.
- E. 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., waiver of banner fees August 3.

- F. 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

9. OLD BUSINESS

- A. Approve purchase of 5500 gallons of #2 diesel at \$1.99 per gallon from Southside

10. NEW BUSINESS

- A. Approve Resolution 2015-08 to Adopt Revised Employee Personnel Manual
- B. Accept letter from the Lodge at Deadwood to extend agreement for city slot machine lease for additional three years per contract.
- C. Purchase routers for city buildings from Golden West at cost of \$5,225.00 and cancel certain utilities attributable to T1 lines
- D. Contract with Tallgrass for Powerhouse Park design process including contract administration. Cost in an amount not to exceed \$21,185.00 to be paid from Historic Preservation Capital Assets Highway 85/385 line item
- E. 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.
- F. Reserve dates and allow use of rodeo grounds from July 28 to August 9, 2015 for Apex 1996 event with public hearing and allow Mayor to sign contract regarding conditions.
- G. Northern Hills Alliance for Children requesting use of public property for Zombie Run on Saturday September 26, 2015. Allow beer and wine sales outside Days of 76 Museum following event.
- H. 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. 18th Annual Mickelson Trail Trek on Sunday September 20, 2015
- I. Contract with Jensen Hardwood to refinish floors at Rec Center and History and Information Center at a cost of \$20,950.00 to be paid from HP Capital Assets
- J. First Reading of Ordinance #1225 Amending Alcohol Licensing
- K. 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
- L. Permission for Mayor to sign Memorandum of Understanding between City of Deadwood and Gold Dust Lodging LLC for 50/50 cost share to realign sidewalk. Permission to contract with Forgey Construction in the amount of \$15,636.60 and allow Mayor to sign contract

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Letter from DENR recognizing City of Deadwood with Secretary's Award for Drinking Water Excellence
- B. Meetings are held every Tuesday at City Hall at 11:00 am 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

- C. A "Road Construction Marketing" meeting will be held for businesses
effected by the Highway 85 Project on April 9, 2015 from 12:00 pm to
1:00 pm at the HARCC building

12. EXECUTIVE SESSION

Executive Session for Legal Matters per SDCL 1-25-2 (3) with possible action
Executive Session for Personnel per SDCL 1-25-2 (1) with possible action

13. ADJOURNMENT

CITY OF DEADWOOD BOARD OF EQUALIZATION 2015

The City of Deadwood Board of Equalization was called to order by Mayor Turbiville at 10:00 a.m. Monday, March 16, 2015, with the following members present: Mayor Turbiville, City Commissioners David Ruth, Georgeann Silvernail, Jim Van Den Eykel, and School Board Member Gary Keehn.

The 2015 Board of Equalization Oath was signed.

CITY OF DEADWOOD APPEALS

#1 STERNA, LAURA LYNN 30810-00200-160-00 DEADWOOD STAGE RUN ADDN TIF #8 LOT 16 BLK 2 OF PALISADES TRACT. Moved-Seconded (Silvernail-Ruth). No change in land value and no change in structure value. Aye – All. Motion carried. Remarks: Fair value due to increase in market.

#2 APEX 30025-08100-000-56 ORIGINAL TOWN DEADWOOD LOT IJ-1 BLK H. Moved-Seconded (Keehn-Silvernail). No change in value. Aye – All. Motion carried. Remarks: Comparables support assessment.

#3 APEX 30025-01500-180-00 ORIGINAL TOWN DEADWOOD LOT 16 & 18 BLK 15 & VAC POR BROADWAY (400'). Moved-Seconded (Silvernail-VanDenEykel). No change in value. Aye – All. Motion carried. Remarks: Comparables support assessment.

#4 OLESEN, RICHARD A & MARGUERITE E 30025-01500-100-00. ORIGINAL TOWN DEADWOOD LOTS 8 & 10 & SELY 3' OF ALLEY ADJOINING THE NWLY 22' LOT 10 BLK 15. Moved-Seconded (Ruth-Silvernail). No change in land value and structure value changed from \$365,050 to \$270,200 for a change in total value from \$584,020 to \$489,170. Aye – All. Motion carried. Remarks: Followed recommendation from the county; interior depreciation and roof leaking problems.

#5 SLEZAK, PENNY K %OLESEN, (CD) RICHARD A & MARGUERITE E 30025-01500-060-00. ORIGINAL TOWN DEADWOOD LOT 6 BLK 15. Moved-Seconded (Silvernail-VanDenEykel). No change in land value and structure value changed from \$335,250 to \$236,440 for change in total value from \$506,250 to \$407,440. Aye – All. Motion carried. Remarks: Followed recommendation from the county; interior depreciation and roof leaking problems.

#6 CONRAD, SYLVIA 30900-00735-000-10. M.S. 735 TRACTS 2, 3 NE ¼ & SE ¼ 23-5-3. Moved-Seconded (Silvernail-Ruth). Change land value from \$7,580 to \$3,970. Aye – All. Motion carried. Remarks: Followed recommendation from the county; no legal access through platted lot.

#7 LOTUS LLC 30025-06900-070-00. LOTS 6, 7, 8, 9, 10 & 11 BLK 69 ORIGINAL TOWN DEADWOOD. Moved-Seconded (Silvernail-VanDenEykel). No change in land value and

change structure value from \$247,560 to \$194,510 for a change in total value from \$385,060 to \$332,010. Aye – All. Motion carried. Remarks: Followed recommendation from the county; adjustment due to water damage and depreciation.

ADJOURN: Being no further appeals to be heard, the 2015 Board of Equalization for the City of Deadwood adjourned at 10:20 am on the 16th day of March 2015. Moved-Seconded (Turbiville-Silvernail). Aye – All. Motion carried.

Date

Charles Turbiville
Mayor/Chairperson

ATTEST:

Mary Jo Nelson, Finance Officer

Published once at the total approximate cost of _____

REGULAR MEETING, March 16, 2015

A quorum of commissioners and City Attorney Riggins were present at 3:30 p.m. to answer questions from citizens regarding Ordinance #1211, amending Chapter 17.68 Historic Preservation and review eleven proposed amendments presented by City Attorney Williams. No action taken.

At 4:30 p.m. a quorum of commissioners, City Attorney Riggins, Police Chief Kelly Fuller, and representatives from Chamberlain Architects were present to view presentation and hear questions from citizens regarding proposed Lower Main Visitor Center improvements. No action taken.

The Regular Session of the Deadwood City Commission convened on March 16, 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

Ruth moved, Silvernail seconded to approve the minutes of March 2, 2015. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Silvernail moved, Todd seconded to approve the March 17, 2015 disbursements plus additional bill. Roll Call: Aye-All. Motion carried.

AASLH	MEMBERSHP	115.00
ABC BUSINESS	SUPPLIES	224.92
ALBERTSON ENGINEERING	PROJECT	5,826.40
ALL AROUND AUTO	SUPPLIES	765.41
ALSCO	SUPPLIES	132.64
AMAZON WEB	SERVICE	207.71
BH PIONEER	ADS	582.14
BH POWER	SERVICE	29,707.93
BH URGENT CARE	TESTING	296.18
BUTLER MACHINERY	SUPPLIES	13,981.84
CAMPBELL SUPPLY	BEARINGS	44.76
CENTURY BUSINESS	SERVICE	428.61
COCA COLA	SUPPLIES	234.20
CULLIGAN	SUPPLIES	111.00
CUSTOM MICRO	MAINTENANCE	3,150.00
DAKOTA BUSINESS	MAINTENANCE	151.47
DAKOTA SECURITY	SERVICE	341.58
DAKOTA SUPPLY	TABLET	97.04
DALES TIRE	WHEELS	2,015.00
DAVE STAFFORD	PROJECT	31,774.00
DEADWOOD CHAMBER	ADVERTISING	34,745.99
DEADWOOD DEVELOPMENT	FREIGHT	19.20
ECOLAB	SERVICE	129.38
FARMER BROTHERS	TESTING	96.20
FASTENAL	SUPPLIES	35.55
FULLER, KELLY	EIMBURSEMENT	426.62
GENE'S LOCK SHOP	KEYS	68.98
GLOVER, WILLIAM	MEETINGS	125.00
GOLDEN WEST	SERVICE	895.78
GREEN, RON	REIMBURSEMENT	118.74
GRIMM'S PUMP	NOZZLE	112.25
INLAND TRUCK PARTS	SUPPLIES	684.00
JACOBS WELDING	SERVICE	771.82
KDSJ	SERVICE	220.00
KIMBALL MIDWEST	SUPPLIES	431.95
KNECHT	SUPPLIES	104.71
LAWRENCE CO. REGISTER	FEES	30.00
LEAD-DEADWOOD SANITARY	USAGE	23,352.21
LOWE ROOFING	PROJECT	4,496.00
M & T FIRE	MASK	192.56
M&M SANITATION	RENTAL	205.00
MARKETING & TECHNICAL	SUPPLIES	2,280.60
MENARD'S	SUPPLIES	659.00
MERTENS, KENNETH	REIMBURSEMENT	293.72
MIDCONTINENT	SERVICE	65.00
NATIONAL TRUST	MEMBERSHIP	140.00
NORTHERN HILLS TECHNOLOGY	STORAGE	38.00
PARTSMASTER	PLIERS	53.72
PINNACLE CARPET	CLEANING	999.38
PITNEY BOWES	POSTAGE	500.00
POOL & SPA CENTER	SUPPLIES	182.85
PUSH-PEDAL-PULL	SUPPLIES	89.00
RC JOURNAL	BOOKS	95.85
REAL ESTATE CENTER OF LEAD	DESK	200.00
REGIONAL HEALTH CLIENT	TESTING	60.00
REGIONAL HEALTH PHYSICIANS	TESTING	150.00
RENNER, DONOVAN	REIMBURSEMENT	233.05
RUD-CHAIN	SUPPLIES	1,325.30
SD COMMISSION ON GAMING	CITY SLOTS	18,852.27
SD DEPT. OF CORRECTIONS	FIREWISE	6,341.71
SD DEPT. OF REVENUE	RENEWAL	4.00
SD DEPT. OF REVENUE	TAX	2,412.94
SD ONE CALL	FEES	12.21
SD PUBLIC HEALTH LAB	TESTING	30.00

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SD SHERIFFS' ASSOCIATION	REGISTRATION	170.00
SDN COMMUNICATIONS	SERVICE	571.20
SOUTHSIDE SERVICE	REPAIR	1,302.77
STURDEVANT'S	SUPPLIES	357.52
TALLGRASS	PROJECT	1,800.00
TOM'S T'S	TSHIRT	7.33
TREWHELLA, MISTY	REIMBURSEMENT	121.88
TRIDLE, JOHN	REIMBURSEMENT	63.15
TRIPLE K	TIRES	1,783.24
TYLER TECHNOLOGIES	TRAINING	5,225.10
US FOREST SERVICE	GRANT	2,557.32
WASTE CONNECTIONS	SERVICE	7,754.59
WESTERN STAR	REPAIRS	253.54
WOW	SERVICE	1,591.97
TOTAL		\$216,027.98

ITEMS FROM CITIZENS ON AGENDA

Awards

Fire Chief Matt Helmin presented Bob Nelson Sr. and Bill Glover a certificate for 30 years of service as volunteer firefighter. Mayor Turbiville thanked them for their years of service.

Presentation

Mike Runge and Grant Welford gave a presentation and update of the efforts of the Deadwood Historic Preservation office to utilize social media to further educate the public of the projects, activities and history of Deadwood.

Report

Brad Burns, Ted Schultz, and Mark Jobman, on behalf of Chamberlain Architects, gave a presentation of schematic design and final report on Lower Main Visitor Center project. Burns stated there are several parts to this project, which include a beautification project, enhancing Whitewood Creek, and public safety. He also presented the building design, Schultz presented the parking and civil design and Jobman presented the landscape design. After discussion and questions concerning history and parking, Van Den Eykel moved, Silvernail seconded to approve schematic design of phase one and two as presented and allow Chief Fuller to negotiate architecture designs and engineering fees to date. Roll Call: Aye-All. Motion carried.

Trolley

Silvernail moved, Van Den Eykel seconded to allow Deadwood History Inc. use of the trolley and waiver of group fee on August 29 and 30, and September 5 and 6, from 10:45 a.m. to 1:00 p.m. and 1:45 p.m. to 4:00 p.m. Pick up guests at HARCC, Adams House, Days of '76 Museum, Adams Museum, and return to HARCC for progressive-style play. Roll Call: Aye-All. Motion carried.

Resolution 2015-07

Thomas Grimmond and Ray Woodsend, on behalf of Dougherty and Company, asked the Commission to approve Resolution 2015-07, Relating to the Issuance of Refunding Certificates of Participation; Authorizing Execution and Delivery of a Twelfth Amendment to Lease-Purchase Agreement to Refund Series 2005 and 2006 Certificates of Participation. Grimmond stated that although bonds are not callable until November, passing a resolution now will give the city the most flexibility to provide a rating on bonds, lock interest rates and set refinancing at that time. He also stated the total savings is approximately \$630,000.00 over the next six years or a 5% savings. Finance Officer Nelson stated the refinancing is not extending payments. Silvernail moved, Ruth seconded to approve Resolution 2015-07. Roll Call: Aye-All. Motion carried.

RESOLUTION NO. 2015-07

RESOLUTION RELATING TO THE ISSUANCE OF REFUNDING
CERTIFICATES OF PARTICIPATION; AUTHORIZING THE
EXECUTION AND DELIVERY OF A TWELFTH AMENDMENT TO
LEASE-PURCHASE AGREEMENT AND APPROVING AND
AUTHORIZING EXECUTION OF RELATED DOCUMENTS

BE IT RESOLVED by the City Commission of the City of Deadwood, South Dakota (the City), as follows:

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Section 1. RECITALS.

1.01. The City is authorized by South Dakota Codified Laws, Section 9-12-1 and Sections 9-40-34 through 9-40-40, inclusive, as amended (the Act), to enter into lease-purchase agreements for acquisition of real or personal property that the governing body considers necessary or appropriate to carry out its governmental and proprietary functions.

1.02. The First National Bank in Sioux Falls, in Sioux Falls, South Dakota (the Trustee) has previously acquired from the City certain interests in real property (the Land) pursuant to a Ground Lease and Easement Agreement, dated as of November 1, 1990 (the Original Ground Lease), as amended by the First Amendment to Ground Lease and Easement Agreement, dated as of October 1, 1991 (the First Amendment to Ground Lease), the Second Amendment to Ground Lease and Easement Agreement, dated as of December 15, 1994 (the Second Amendment to Ground Lease), the Third Amendment to Ground Lease and Easement Agreement, dated as of December 1, 1999 (the Third Amendment to Ground Lease), and the Fourth Amendment to Ground Lease and Easement Agreement, dated as of April 13, 2007 (the Fourth Amendment to Ground Lease).

1.03. The City has previously entered into a Lease-Purchase Agreement, dated as of November 1, 1990 (the Original Lease), as amended by a First Amendment to Lease-Purchase Agreement, dated as of October 1, 1991 (the First Amendment), a Second Amendment to Lease-Purchase Agreement, dated as of January 1, 1992 (the Second Amendment), a Third Amendment to Lease-Purchase Agreement, dated as of December 15, 1994 (the Third Amendment), a Fourth Amendment to Lease-Purchase Agreement, dated as of December 1, 1997 (the Fourth Amendment), a Fifth Amendment to Lease-Purchase Agreement, dated as of November 15, 1998 (the Fifth Amendment), a Sixth Amendment to Lease-Purchase Agreement, dated as of December 1, 1999 (the Sixth Amendment), a Seventh Amendment to Lease-Purchase Agreement, dated as of December 1, 2003 (the Seventh Amendment), an Eighth Amendment to Lease-Purchase Agreement, dated as of December 15, 2005 (the Eighth Amendment), a Ninth Amendment to Lease-Purchase Agreement, dated as of April 13, 2007 (the Ninth Amendment), a Tenth Amendment to Lease-Purchase Agreement, dated as of October 1, 2009 (the Tenth Amendment) and an Eleventh Amendment to Lease-Purchase Agreement, dated as of January 1, 2012 (the Eleventh Amendment) with the Trustee, pursuant to which the Trustee has caused the Facilities to be acquired and constructed and is leasing and has agreed to sell the Facilities to the City.

1.04. The City has previously joined in, with the Trustee, a Declaration of Trust, dated as of November 1, 1990 (the Original Trust Agreement), as amended by a First Supplemental Declaration of Trust, dated as of October 1, 1991 (the First Supplement), a Second Supplemental Declaration of Trust, dated as of January 1, 1992 (the Second Supplement), a Third Supplemental Declaration of Trust, dated as of December 15, 1994 (the Third Supplement), a Fourth Supplemental Declaration of Trust, dated as of May 4, 1995 (the Fourth Supplement), a Fifth Supplemental Declaration of Trust, dated as of December 1, 1997 (the Fifth Supplement), a Sixth Supplemental Declaration of Trust, dated as of November 15, 1998 (the Sixth Supplement), a Seventh Supplemental Declaration of Trust, dated as of December 1, 1999 (the Seventh Supplement), an Eighth Supplemental Declaration of Trust, dated as of December 1, 2003 (the Eighth Supplement), a Ninth Supplemental Declaration of Trust, dated as of December 15, 2005 (the Ninth Supplement), a Tenth Supplemental Declaration of Trust, dated as of October 1, 2009 (the Tenth Supplement) and an Eleventh Supplemental Declaration of Trust, dated as of January 1, 2012 (the Eleventh Supplement).

1.05. The Trustee has executed and delivered Certificates of Participation in a Lease-Purchase Agreement (Sewer, Water and Public Building Projects), Series 1990A and Series 1990B, dated as of November 1, 1990, pursuant to the Original Trust Agreement (collectively, the Series 1990 Certificates); Certificates of Participation in a Lease-Purchase Agreement (Sewer, Water and Improvement Projects), Series 1991, dated as of October 1, 1991, pursuant to the First Supplement (the Series 1991 Certificates); Refunding Certificates of Participation in a Lease-Purchase Agreement (Sewer, Water and Improvement Projects), Series 1992, dated as of January 1, 1992, pursuant to the Second Supplement (the Series 1992 Certificates); Certificates of Participation in a Lease-Purchase Agreement (Sewer, Water and Improvement Projects), Series 1994A and Series 1994B (collectively, the Series 1994 Certificates), dated as of December 30, 1994, pursuant to the Third Supplement; has remarketed the Series 1994B Certificates, on May 4, 1995, pursuant to the Fourth Supplement; Certificates of Participation,

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Series 1997, dated as of December 1, 1997, pursuant to the Fifth Supplement (the Series 1997 Certificates), Certificates of Participation, Series 1998, dated as of November 15, 1998, pursuant to the Sixth Supplement (the Series 1998 Certificates), Certificates of Participation, Series 1999, dated as of December 1, 1999 (the Series 1999 Certificates), and Certificates of Participation, Series 2000, dated as of January 1, 2000 (the Series 2000 Certificates) pursuant to the Seventh Supplement, Certificates of Participation, Series 2003, dated as of December 1, 2003 (the Series 2003 Certificates), and Certificates of Participation, Series 2004, dated as of January 1, 2004 (the Series 2004 Certificates) pursuant to the Eighth Supplement, Certificates of Participation, Series 2005, dated as of December 15, 2005 (the Series 2005 Certificates), Certificates of Participation, Series 2006, dated as of January 1, 2006 (the Series 2006 Certificates), pursuant to the Ninth Supplement, Refunding Certificates of Participation, Series 2009, dated as of October 1, 2009 (the Series 2009 Certificates), pursuant to the Tenth Supplement and Refunding Certificates of Participation, Series 2012, dated as of January 1, 2012 (the Series 2012 Certificates). The Series 1990 Certificates, the Series 1991 Certificates, the Series 1992 Certificates, the Series 1994 Certificates, the Series 1997 Certificates, the Series 1998 Certificates, the Series 1999 Certificates, the Series 2000 Certificates, Series 2003 Certificates and the Series 2004 Certificates have been refunded or have matured and are no longer Outstanding under the Original Trust Agreement.

1.06. The City Commission hereby finds it necessary and appropriate to refund in advance of maturity all or a portion of (i) the Series 2005 Certificates, outstanding in the aggregate principal amount of \$5,440,000, and (ii) the Series 2006 Certificates, outstanding in the aggregate principal amount of \$3,700,000 (collectively, the Refunded Certificates), on November 1, 2015 (the Redemption Date), in a current refunding (the Refunding).

1.07. To accomplish the Refunding, the City and the Trustee will enter into an Twelfth Amendment to Lease-Purchase Agreement (the Twelfth Amendment).

1.08. The Trustee will execute and deliver an Twelfth Supplemental Declaration of Trust (the Twelfth Supplement), pursuant to which the Trustee will (i) issue Refunding Certificates of Participation, Series 2015 (the Series 2015 Certificates) in the Lease Payments to be made by the City under the Lease, (ii) receive, hold and invest the proceeds of the Series 2015 Certificates, and (iii) pay Costs of Issuance (as defined in the Lease). The Series 2015 Certificates will be purchased by Dougherty & Company LLC (the Underwriter). The Trustee will assign its interest in the Ground Lease and the Twelfth Amendment to the trust created for the benefit of the owners of the Series 2015 Certificates and all other Certificates issued and Outstanding under the Trust Agreement, pursuant to the Twelfth Supplement.

1.09. Forms of the following documents relating to the Refunding will be prepared and submitted to the City and, when received, are hereby directed to be filed with the Finance Officer:

(a) the Twelfth Amendment, proposed to be made and entered into between the City and the Trustee;

(b) the Twelfth Supplement, proposed to be executed and delivered by the Trustee and joined in by the City;

(c) an Official Statement to be prepared by the Underwriter; and

(d) a Certificate Purchase Agreement, proposed to be made and entered into between the City and the Underwriter.

1.10. The Original Ground Lease, as amended by the First through Fourth Amendments to Ground Lease, is referred to herein as the "Ground Lease." The Original Lease, as amended by the First through Twelfth Amendments, is referred to herein as the "Lease." The Original Trust Agreement, as amended by the First through Twelfth Supplements, is referred to herein as the "Trust Agreement."

Section 2. FINDINGS. On the basis of information given the City to date, it is hereby found, determined and declared that:

(a) the Refunding is found to be favorable to the City and is hereby approved;
and

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(b) it is desirable and in the best interest of the City to enter into the Twelfth Amendment, the Certificate Purchase Agreement and to join in the Twelfth Supplement.

Section 3. AUTHORIZATION.

3.01. The Series 2015 Certificates shall be sold to the Underwriter in an aggregate principal amount not to exceed the sum of (i) the amount necessary to accomplish the Refunding, plus (ii) costs of issuance (including underwriters' discount not exceeding 1.5% of par), (iii) bond insurance premium, if any, and (iv) any allowance for original issue discount not to exceed 2.00% of par. The Series 2015 Certificates shall bear interest at a rate or rates per annum resulting in an average interest rate yield not greater than 3.90% per annum and shall mature over a period not to exceed six years. The Mayor and Finance Officer are hereby authorized and directed to agree with the Underwriter upon the exact purchase price, principal amount, maturities, redemption provisions and interest rates for the Series 2015 Certificates, within the parameters set forth in this subsection. The execution by the Mayor and Finance Officer of a Certificate Purchase Agreement setting forth such final terms is hereby approved and authorized and such execution shall be conclusive evidence of such agreement and shall be binding upon the City and the provisions of the Certificate Purchase Agreement as so executed, including all Exhibits and Appendices thereto, are incorporated herein by reference. The law firm of Dorsey & Whitney LLP, in Minneapolis, Minnesota, is hereby appointed as bond counsel and disclosure counsel for the Series 2015 Certificates.

3.02. The Mayor, Finance Officer and City Attorney are hereby authorized and directed to execute and deliver the Certificate Purchase Agreement and all documents required thereunder, the Official Statement, the Series 2015 Certificates and any other documents required to complete the financing contemplated hereby. Execution and delivery of such documents by the Mayor, Finance Officer and City Attorney shall constitute evidence that such items are consistent with the terms of this resolution and have been duly authorized, executed and delivered by the City and are enforceable against the City in accordance with their terms, subject to customary exceptions relating to bankruptcy, reorganization, insolvency and other laws affecting creditors' rights. The Mayor, Finance Officer and City Attorney are further authorized to take such other actions as may be required to effectuate the terms and intent of this resolution. In the event of the absence or disability of the Mayor, Finance Officer and City Attorney, the acting Mayor, assistant Finance Officer or acting City Attorney are hereby authorized to act in their place and stead and to take all actions and execute all documents approved hereby.

3.03. The Mayor, Finance Officer and City Attorney, are authorized, in cooperation with the Underwriter, to prepare an Official Statement to be distributed to prospective purchasers of the Series 2015 Certificates. The Mayor, Finance Officer and City Attorney are hereby authorized and directed to approve, and, if requested, to execute the final Official Statement.

Section 4. PAYMENT OF LEASE PAYMENTS; PLEDGED REVENUES.

4.01. The City will pay to the Trustee promptly when due, all of the Lease Payments (as defined in the Lease) and other amounts required by the Lease. To provide moneys to make such payments, the City will include in its annual budget, for each fiscal year during the term of the Lease, moneys sufficient to pay and for the purpose of paying all Lease Payments and other amounts payable under the Lease, and will take all other actions necessary to provide moneys for the payment of the obligations of the City under the Lease from sources of the City lawfully available for this purpose. The agreement of the City in this Section is subject to the provisions of Section 4.6 of the Original Lease.

4.02. The City intends to pay the Lease Payments primarily from the revenues received from gaming activities in the City, which have been irrevocably appropriated to the City's Historic Renovation and Preservation Fund. As additional security for the Lease Payments, the City hereby irrevocably pledges and assigns to the Trustee, for the benefit of the holders of the Series 2015 Certificates, so long as the Lease is in effect, from amounts received by the City pursuant to Article III, Section 25 of the Constitution of the State of South Dakota and Sections 42-7B-48 and 42-7B-48.1, South Dakota Codified Laws, (such amounts are herein referred to as the Pledged Revenues), an amount in each calendar year equal to the total amount of the Lease Payments due in such calendar year. The obligations of the City under this Section shall continue for each calendar year for which the Lease is in effect, but shall be subject to the provisions for termination set forth in the Lease.

REGULAR MEETING, March 16, 2015

Section 5. TAX AND ARBITRAGE MATTERS.

5.01. Covenant. The City covenants and agrees with the owners from time to time of the Certificates, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest component of the Lease Payment to become subject to taxation under the Internal Revenue Code of 1986, as amended (the Code) and any regulations issued thereunder (the Treasury Regulations), in effect at the time of such action, and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to insure that the interest component of the Lease Payment will not become subject to taxation under the Code and the Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Certificates. The City represents and covenants that the City is the owner of the Facilities and uses them for its municipal functions. So long as the Certificates are outstanding, the City will not enter into any lease, use agreement or other contract or agreement respecting the Facilities which would cause the Certificates to be considered "private activity bonds" or "private loan bonds" pursuant to the provisions of Section 141 of the Code.

5.02. Arbitrage Certification. The Mayor and Finance Officer being the officers of the City charged with the responsibility for issuing the Certificates pursuant to this resolution, are authorized and directed to execute and deliver to the Underwriter a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Treasury Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Certificates which make it reasonable to expect that the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be arbitrage bonds within the meaning of the Code and Treasury Regulations.

5.03. Arbitrage Rebate. The City acknowledges that the arbitrage rebate requirements of Section 148(f)(4)(D) of the Code are applicable to the Certificates, the City hereby covenants and agrees to make computations, retain records and pay amounts to the United States at the times and in the manner required by said Section 148(f)(4)(D) of the Code, and as set forth in the tax compliance agreement or similar document executed in connection with the delivery of the Certificates to the Underwriter.

5.04. Qualified Tax-Exempt Obligations. The Commission may designate the Series 2015 Certificates as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, , and will make any such designation in the Twelfth Supplement and form of 2015 Certificate.

Section 6. CONTINUING DISCLOSURE. The City acknowledges that Series 2015 Certificates are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (as in effect and interpreted from time to time, the Rule). The Rule governs the obligations of certain underwriters to require that issuers of municipal obligations enter into agreements for the benefit of the holders of the obligations to provide continuing disclosure with respect to the obligations. To provide for the public availability of certain information relating to the Series 2015 Certificates and the security therefor and to permit participating underwriters in the primary offering of the Series 2015 Certificates to comply with the Rule, which will enhance the marketability of the Series 2015 Certificates, the Mayor and Finance Officer are hereby authorized and directed to enter in to a Continuing Disclosure Agreement with the Trustee (the Disclosure Agreement), under which the City agrees to provide such information, to the Trustee as disclosure agent. The City hereby covenants and agrees to observe and perform the covenants and agreements contained in the Disclosure Agreement, unless amended or terminated in accordance with the provisions thereof, for the benefit of the registered owners or beneficial owners from time to time of the outstanding Series 2015 Certificates as provided in the Disclosure Agreement.

Section 7. AMENDMENT. This Resolution may be amended in order to clarify or modify the terms of or security for the Series 2015 Certificates, prior to the delivery thereof to the Underwriter, by administrative resolution adopted by the City Commission.

REGULAR MEETING, March 16, 2015

Dated this 16th day of March, 2015

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

Trolley

Ken Gienger, on behalf of Deadwood Business Club, requested use of trolley and waiver of group fee on June 6 from 3:00 p.m. to 10:00 p.m. in conjunction with Mickelson Trail Marathon. Ruth moved, Van Den Eykel seconded said request. Trolley Manager Nelson requested sample of pass. Roll Call: Aye-All. Motion carried.

CONSENT

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

- A. Acknowledge receipt of 2014 Police Report from Chief Fuller. Copy will be displayed on city website and available at City Hall.
- B. Permission to hire Peggy McDonald as Parking Ramp Attendant at \$10.73 an hour effective March 17, 2015.
- C. Permission to increase wage of Parking Ramp Attendant David Swaney from \$10.03 an hour to \$10.73 an hour effective March 14, 2015 after three years of service.
- D. Permission to increase wage of Public Works Administrative Assistant Caitlyn Engebretson from \$16.73 an hour to \$17.80 an hour effective March 18, 2015 after two years of service.
- E. Permission for Mayor to sign contract with Forgey Construction for gabion basket repair in the amount of \$18,862.00.
- F. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Mark D. Larson.
- G. Permission to hire Rec Center employee Linsey Sandidge as receptionist at \$8.50 an hour and Emilia Anderson as lifeguard at \$8.50 an hour effective March 18, 2015 pending pre-employment drug screening.
- H. Permission for Historic Preservation to spend \$6,241.80 for 60 bronze plaques to display on completed projects from Outside of Deadwood Grant program. To be paid from Advocacy and Public Education line item.
- I. Permission for Mayor to sign electrical service agreement with Black Hills Power for utility work on rodeo grounds project.

BID ITEMS

Finance Officer Nelson opened two bids for the real property between Selbie and Forest Streets previously appraised on January 22, 2015 for \$2,283.00. Bids are as follows:

Adrian Newkirk Jr. - \$7,650.00

Kenneth Rehberg - \$3,651.75

Silvernail moved, Todd seconded to accept the bid from Newkirk. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Mickelson Trail Marathon

Public hearing was opened at 5:52 p.m. by Mayor Turbiville. Emily Wheeler requested approval for the following:

Silvernail moved, Todd seconded to approve the use of the Sherman Street Parking Lot on June 6 and 7, 2015, use of Lower Main Parking Lot on June 7, 2015 and use of the Days of 76 Rodeo Grounds parking area from 5:00 a.m. to 3:00 p.m. on June 7, 2015. Roll Call: Aye-All. Motion carried.

Trolley

Todd moved, Van Den Eykel seconded to allow special trolley and waiver of group fee from 5:00 a.m. to 6:30 a.m. for Mickelson Trail Marathon on June 7, 2015. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, March 16, 2015

Forks, Corks, Kegs

Public hearing was opened at 5:56 p.m. by Mayor Turbiville. Sarah Anderson requested approval for the following:

Open Container

Friday April 10, 2015

Ruth moved, Todd seconded to allow the relaxation of the open container ordinance on Main Street from the Four Aces to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to Sherman Street from 5:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Saturday April 11, 2015

Ruth moved, Silvernail seconded to allow the relaxation of the open container ordinance for same area as approved on April 10, 2015 from 11:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Anderson thanked the Commission and City staff for the support during St. Patrick's Day Events. Mayor Turbiville thanked the Chamber as well.

Snowmobile Access

Public hearing was opened at 5:59 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Planning and Zoning Administrator Nelson stated no comment was received in his office as well. Commissioner Van Den Eykel stated this access should be a conditional use permit if problems occur. Nelson suggested a waiver of the ordinance for upcoming snowmobile season and if no problems occur, amend the ordinance rather than issuance of permit. Van Den Eykel moved, Ruth seconded to approve snowmobile access and grooming from Walnut Street to the Sherman Street Parking Lot for mixes use trail to include snowmobiles and walkers from December 15 through March 15. Roll Call: Aye-All. Motion carried.

OLD BUSINESS

Request

Silvernail moved, Ruth seconded to deny request to waive \$500.00 per day rodeo ground user fee for Hall-Prince promotions ATV Event on May 16, and 17. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Second Reading

After review of proposed amendments to Ordinance #1211 and discussion among commissioners and Historic Preservation Commission chairperson Laura Floyd, Todd moved, Ruth seconded to approve second reading of Ordinance #1211 as presented, and then vote on each proposed amendment after comments from Commissioners, Floyd, and all interested parties. Vote on each amendment as follows:

Amendment 1-delete "herein or" from line 86-87 from working document of Ordinance #1211. Silvernail moved, Van Den Eykel seconded. Roll Call: Aye-All. Motion carried.

Amendment 2-delete "including the owner's efforts to properly maintain the resource." Add "as determined by the City Building Inspector following the," With the proposed modifications, item number 4 would now read "Whether or not the resource is structurally sound, as determined by the City Building Inspector." from line 214-215. Ruth moved, Todd seconded to deny amendment as presented. Roll Call: Aye-Ruth, Todd, Turbiville. Nay-Silvernail, Van Den Eykel. Motion carried.

Amendment 3-delete "to provide for a reasonable beneficial" and replace "with a productive..." from line 216-218. Silvernail moved, Todd seconded. Roll Call: Aye-Silvernail. Nay-Ruth, Todd, Van Den Eykel, Turbiville. Motion failed.

Amendment 4-delete "or negligent". Add a period after agent and delete the remainder. Thus, it would read "The consideration for economic hardship shall not include willful acts by the owner or by their agent." from line 336-339. Ruth moved, Todd seconded to deny amendment as presented. Roll Call: Aye-Ruth, Todd, Turbiville. Nay-Silvernail, Van Den Eykel. Motion carried.

REGULAR MEETING, March 16, 2015

Amendment 5-delete "must" and replace with "may" from line 342-344. Silvernail moved, Van Den Eykel seconded. Roll Call: Aye-Ruth, Silvernail, Van Den Eykel, Turbiville. Nay-Todd. Motion carried.

Amendment 6-after "investment" add ",with approval of City Commission..." from line 346. Ruth moved, Silvernail seconded. Roll Call: Aye-All. Motion carried.

Amendment 7-delete "Circuit Court of Lawrence County" and replace the same with "Deadwood City Commission". Also, delete "in the manner provided by law." Thus, it should read, "The applicant who desires to appeal a decision by the Historic District or Historic Preservation Commission shall file an appeal with the Deadwood City Commission within thirty (30) days after the determination of the issue by the Historic Commission." from line 353-355. Silvernail moved, Van Den Eykel seconded. Roll Call: Aye-Silvernail, Van Den Eykel. Nay-Ruth, Todd, Turbiville. Motion failed.

Amendment 8-Add "up to" before ten (10) years. Add "The City's ability to prohibit the issuance of permits is subject to compliance with state and/or federal statutory mandates." from line 558-562. Ruth moved, Silvernail seconded. Roll Call: Aye-All. Motion carried.

Amendment 9-Add "up to" before five (5) years. Add "The City's ability to prohibit the issuance of permits is subject to compliance with state and/or federal statutory mandates." from line 566-574. Ruth moved, Silvernail seconded. Roll Call: Aye-All. Motion carried.

Amendment 10-Add "up to" before ten (10) years. Add "The City's ability to prohibit the issuance of permits is subject to compliance with state and/or federal statutory mandates." from line 575-584. Ruth moved, Van Den Eykel seconded. Roll Call: Aye-All. Motion carried.

Amendment 11-Delete the entirety, as it is redundant and not subjected to statutory limitations from line 585-588. Ruth moved, Todd seconded. Roll Call: Aye-All. Motion carried.

Quentin stated the pending motion is to approve ordinance revisions second reading as amended. Roll Call: Aye-Ruth, Todd, Turbiville. Nay-Silvernail, Van Den Eykel. Motion carried.

Floyd thanked the Commission for the consideration and thought put into the ordinance and amendments. Floyd also stated this is the first step towards strengthening our ability to defend and protect Deadwood's history and better serve the citizens.

A copy of the document will be attached to the minutes in the Finance Office.

Second Reading

Silvernail moved, Ruth seconded to approve second reading of Ordinance #1224 to supplement Historic Preservation budget by \$1,029,000.00 for expenditures related to rodeo grounds upgrade. Roll Call: Aye-All. Motion carried.

Deed

Todd moved, Van Den Eykel seconded to allow the Mayor to sign corrective Warranty Deed to correct legal description in Document Number 2015-00464. Document prepared as part of Tim Davis and City of Deadwood land exchange. Roll Call: Aye-All. Motion carried.

Contract

Silvernail moved, Ruth seconded to approve amended contract with Dave Stafford Architecture for rodeo grounds for additional \$5,000.00, bringing total cost to \$48,500.00 plus reimbursables and allow the Mayor to sign amended contract. Historic Preservation Officer stated this change is the expansion of Crescent Street and concessions. Roll Call: Aye-All. Motion carried.

Request

Lee Harstad, on behalf of Revitalization Committee, requested the City adopt and transition to the new Deadwood brand logo. Harstad stated the Chamber has begun using the new logo. Ruth moved, Van Den Eykel seconded to approve the recommendation from Revitalization committee. Roll Call: Aye-All. Motion carried.

Purchase

Todd moved, Silvernail seconded to purchase 5500 gallons of #2 diesel fuel from Southside Service. Dollar amount will be available at the next Commission Meeting on Monday April 6, 2015. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, March 16, 2015

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Turbiville acknowledged receipt of Federal Equitable Share Revenue for Police Department as result of drug enforcement efforts in the amount of \$51,862.35. Chief Fuller stated this amount will be used to buy equipment as needed by the Police Department.

Turbiville stated South Dakota Municipal League District 10 Meeting in Sturgis on April 9, 2015. Deadline for registration is March 26, 2015. Contact Finance Office if interested in attending.

Chief Fuller thanked the Commission and community for the support of the Lower Main Project.

Chief Helmin read the annual fire report. He stated the fire department had a total of 107 calls.

Public Works Director stated free dump week will be March 19, 20, and 21 and additional information including spring clean-up will be in the Black Hills Pioneer.

Commissioners welcomed newly appointed Fire Chief Matt Helmin.

Attorney Riggins requested Executive Session for legal matters per SDCL 1-25-2 (3) with possible action.

ADJOURNMENT

Van Den Eykel moved, Ruth seconded to adjourn the regular session at 6:53 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) with possible action. The next regular meeting will be on Monday April 6, 2015.

After coming out of executive session at 7:10 p.m., Ruth moved, Van Den Eykel seconded to adjourn.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3309	THE LORD'S CUPBOARD					
		I-031215	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	62.54
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	62.54
01-0966	PETTY CASH-FINANCE OFFF					
		I-040115	101-4111-422	PROFESSIONAL FILING FEE	000000	10.00
01-1331	SD MUNICIPAL LEAGUE					
		I-032615	101-4111-427	TRAVEL SDML REGISTRATION-DIST.MTG.	000000	42.00
				DEPARTMENT 111 COMMISSION	TOTAL:	52.00
01-2394	GUNDERSON, PALMER, NELS					
		I-58365	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	3,499.30
				DEPARTMENT 141 ATTORNEY	TOTAL:	3,499.30
01-1019	SD SECRETARY OF STATE					
		I-031215	101-4142-422	PROFESSIONAL FILING FEE - NOTARY BOND	000000	30.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN165677	101-4142-422	PROFESSIONAL COPIER MAINTENANCE	000000	89.40
01-1331	SD MUNICIPAL LEAGUE					
		I-032615	101-4142-427	TRAVEL SDML REGISTRATION-DIST.MTG.	000000	84.00
01-2918	DAKOTACARE					
		I-031615	101-4142-415	GROUP INSURAN HEALTH INSURANCE - APRIL	000000	2,958.95
01-2962	COMPANION LIFE					
		I-032015	101-4142-415	GROUP INSURAN LIFE INSURANCE - APRIL	000000	18.06
01-3079	PEPPMEIER, JANICE					
		I-031615	101-4142-415	GROUP INSURAN INSURANCE REIMBSMT - MARCH	000000	521.55
				DEPARTMENT 142 FINANCE	TOTAL:	3,701.96
01-0097	FARMER BROTHERS CO					
		I-61395263	101-4192-426-04	SUPPLIES - CI COFFEE - CITY HALL	000000	57.50
01-0360	ABC BUSINESS SUPPLY					
		I-8063	101-4192-425-13	REPAIRS - REC BULBS	000000	53.94
		I-8146	101-4192-425-04	REPAIRS - CIT BULBS	000000	109.98
		I-BATTERIES	101-4192-425-04	REPAIRS - CIT BATTERIES	000000	18.95

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0360	ABC BUSINESS SUPPLY	continued				
	I-PAPER	101-4192-426	SUPPLIES	PAPER FOR PW	000000	14.00
01-0429	BLACK HILLS POWER & LIG					
	I-F-M 14 CH	101-4192-428-04	UTILITIES	C CITY HALL POWER	000000	2,672.15
	I-F-M 15 BHP	101-4192-428	UTILITIES	909 MAIN	000000	37.01
	I-F-M 15 BHP	101-4192-428	UTILITIES	0 US HWY 14A	000000	39.02
	I-F-M 15 BHP	101-4192-428	UTILITIES	515 CLIFF	000000	43.33
	I-F-M 15 BHP	101-4192-428	UTILITIES	1 MILLER	000000	17.99
	I-F-M 15 BHP	101-4192-428	UTILITIES	15 US WY 85	000000	32.93
	I-F-M 15 BHP	101-4192-428	UTILITIES	8.5 SAMPSON	000000	29.38
	I-F-M 15 BHP	101-4192-428	UTILITIES	13 CRESCENT	000000	214.09
	I-F-M 15 BHP	101-4192-428	UTILITIES	170 BLACKTAIL	000000	12.50
	I-F-M 15 BHP	101-4192-428	UTILITIES	1 MCKINLEY	000000	68.70
	I-F-M 15 BHP	101-4192-428	UTILITIES	19 76 RANCH ROAD	000000	154.58
	I-F-M 15 BHP	101-4192-428-13	UTILITIES	R 105 SHERMAN	000000	7,524.45
	I-F-M 15 BHP	101-4192-428-07	UTILITIES	F 737 MAIN	000000	888.36
	I-F-M 15 BHP	101-4192-428-07	UTILITIES	F 737 MAIN	000000	10.98
	I-F-M 15 BHP	101-4192-428	UTILITIES	62.5 DUNLAP	000000	220.74
	I-F-M 15 BHP	101-4192-428	UTILITIES	108 SHERMAN	000000	50.12
	I-F-M 15 BHP	101-4192-428	UTILITIES	15 CRESCENT	000000	174.52
	I-F-M 15 BHP	101-4192-428	UTILITIES	701 HWY 14A	000000	214.89
	I-F-M 15 BHP	101-4192-428	UTILITIES	119 DENVER	000000	916.79
	I-F-M 15 BHP	101-4192-428	UTILITIES	23 DEADWOOD	000000	155.07
	I-F-M 15 BHP	101-4192-428	UTILITIES	110 TIMMS	000000	10.98
	I-F-M 15 BHP	101-4192-428	UTILITIES	110 TIMMS	000000	49.72
	I-F-M 15 BHP	101-4192-428	UTILITIES	110 TIMMS	000000	11.22
	I-F-M 15 BHP	101-4192-428-10	UTILITIES	L 435 WILLIAMS	000000	586.85
	I-F-M 15 BHP	101-4192-428	UTILITIES	102 WATERTANK	000000	12.50
	I-F-M 15 BHP	101-4192-428-15	UTILITIES	T 60 DUNLAP	000000	343.94
	I-F-M 15 BHP	101-4192-428	UTILITIES	53 SHERMAN	000000	12.50
	I-F-M 15 BHP	101-4192-428	UTILITIES	500 CLIFF	000000	88.99
	I-F-M 15 BHP	101-4192-428	UTILITIES	154 SHERMAN	000000	75.58
	I-F-M 15 BHP	101-4192-428	UTILITIES	15 CRESCENT	000000	17.27
	I-F-M 15 BHP	101-4192-428	UTILITIES	65 SHERMAN	000000	157.57
	I-F-M 15 BHP	101-4192-428	UTILITIES	65 SHERMAN	000000	2,687.86
	I-F-M 15 BHP	101-4192-428	UTILITIES	65 SHERMAN	000000	20.62
	I-F-M 15 BHP	101-4192-428	UTILITIES	65 SHERMAN	000000	1,089.80
	I-F-M 15 BHP	101-4192-428	UTILITIES	65 SHERMAN	000000	549.32
	I-F-M 15 BHP	101-4192-428-01	UTILITIES	AD 22 VAN BUREN	000000	65.41
	I-F-M 15 BHP	101-4192-428-07	UTILITIES	F 398 MCGOVERN	000000	16.34
	I-F-M 15 BHP	101-4192-428	UTILITIES	16 CRESCENT	000000	12.50
	I-F-M 15 BHP	101-4192-428	UTILITIES	9 ROOSEVELT	000000	12.50
	I-F-M 15 BHP	101-4192-428	UTILITIES	180 CLIFF	000000	72.60
	I-F-M 15 BHP	101-4192-428-02	UTILITIES	A 50 SHERMAN	000000	1,065.54
	I-F-M 15 BHP	101-4192-428	UTILITIES	10 SHINE	000000	29.65
	I-F-M 15 BHP	101-4192-428	UTILITIES	30 DWD GLCH	000000	18.50
	I-F-M 15 BHP	101-4192-428	UTILITIES	101 MICKELSON	000000	483.27
	I-F-M 15 BHP	101-4192-428	UTILITIES	20 JACKSON	000000	12.50

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS POWER & LIG	continued				
	I-F-M 15 BHP	101-4192-428	UTILITIES	10 MM RD	000000	16.60
	I-F-M 15 BHP	101-4192-428	UTILITIES	4 DAKOTA	000000	173.39
	I-F-M 15 BHP	101-4192-428-01	UTILITES - AD 22 VAN BUREN		000000	523.04
	I-F-M 15 BHP	101-4192-428-08	UTILITES - HI 3 SIEVER		000000	1,009.65
	I-F-M 15 BHP	101-4192-428	UTILITIES	20 JACKSON	000000	437.28
	I-F-M 15 BHP	101-4192-428	UTILITIES	5 SIEVER	000000	588.76
	I-F-M 15 BHP	101-4192-428	UTILITIES	15 CRESCENT	000000	274.28
	I-F-M 15 BHP	101-4192-428	UTILITIES	398 MCGOVERN	000000	21.81
	I-F-M 15 BHP	101-4192-428	UTILITIES	50 PLEASANT	000000	43.25
	I-F-M 15 BHP	101-4192-428	UTILITIES	15 CRESCENT	000000	402.60
	I-F-M 15 BHP	101-4192-428-12	UTILITIES - P 767 MAIN		000000	691.09
	I-F-M 15 BHP	101-4192-428	UTILITIES	767 MIAN	000000	10.98
	I-F-M 15 BHP	101-4192-428	UTILITIES	498 MCGOVERN	000000	182.48
	I-F-M 15 BHP	101-4192-428	UTILITIES	37 WATER	000000	22.19
	I-F-M 15 BHP	101-4192-428	UTILITIES	255 MAIN	000000	197.99
	I-F-M 15 BHP	101-4192-428	UTILITIES	436 MAIN	000000	75.60
	I-F-M 15 BHP	101-4192-428	UTILITIES	10 MM ROAD	000000	61.86
	I-F-M 15 BHP	101-4192-428-14	UTILITIES - S 62 DUNLAP		000000	735.36
	I-F-M 15 BHP	101-4192-428	UTILITIES	15 CRESCENT	000000	28.83
	I-F-M 15 BHP	101-4192-428	UTILITIES	62.5 DUNLAP	000000	10.97
01-0510	GOLDEN WEST TECHNOLOGIE					
	I-289745	101-4192-422-13	PROFESSIONAL	T1 REPAIRS	000000	292.19
	I-289745	101-4192-422-11	PROFESSIONAL	T1 REPAIRS	000000	292.19
	I-289745	101-4192-422-14	PROFESSIONAL	T1 REPAIRS	000000	292.18
	I-289745	101-4192-422-15	PROFESSIONAL	T1 REPAIRS	000000	292.19
01-0551	MENARD'S					
	I-29285	101-4192-425-07	REPAIRS - FIR LED		000000	99.80
	I-29287	101-4192-425-15	REPAIRS - TRO ASPEN BOARD		000000	148.99
	I-29288	101-4192-425-04	REPAIRS - CIT CLEAR ASPEN BOARD		000000	80.12
01-0553	MONTANA DAKOTA UTILITIE					
	I-F-M 15 ADAMS HOUSE	101-4192-428-01	UTILITES - AD MDU FOR ADAMS HOUSE		000000	415.40
	I-F-M 15 ADAMS MUS	101-4192-428-02	UTILITIES - A MDU FOR ADAMS MUSEUM		000000	322.24
	I-F-M 15 CITY HALL	101-4192-428-04	UTILITIES - C MDU FOR CITY HALL		000000	782.46
	I-F-M 15 FIRE	101-4192-428-07	UTILITIES - F MDU FOR FIRE HALL		000000	685.57
	I-F-M 15 GAYVILLE	101-4192-428	UTILITIES	MDU FOR GAYVILLE	000000	33.19
	I-F-M 15 HIST INFO	101-4192-428-08	UTILITES - HI MDU FOR HIST INFO CENTER		000000	362.69
	I-F-M 15 PARKS	101-4192-428-11	UTILITIES - P MDU FOR PARKS		000000	261.41
	I-F-M 15 PAVILION	101-4192-428-12	UTILITIES - P MDU FOR PAVILION		000000	1,554.72
	I-F-M 15 REC	101-4192-428-13	UTILITIES - R MDU FOR REC		000000	4,941.50
	I-F-M 15 STREETS	101-4192-428-14	UTILITIES - S MDU FOR STREETS		000000	742.32
	I-F-M 15 TROLLEY	101-4192-428-15	UTILITIES - T MDU FOR FIRE HALL		000000	326.43
01-0578	TWIN CITY HARDWARE & LU					
	I-D319335	101-4192-425-04	REPAIRS - CIT HEM FIR		000000	87.76
	I-D319394	101-4192-426-14	SUPPLIES - ST PAINT/COVER		000000	46.97

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-D319662	101-4192-425-13	REPAIRS - REC SAWTOOTH HANGER	000000	20.80
		I-D319773	101-4192-425-12	REPAIRS - PAV CLAMP	000000	4.98
		I-D319863	101-4192-425-13	REPAIRS - REC MOUNTING TAPE	000000	6.99
		I-D320281	101-4192-425-04	REPAIRS - CIT MOUNTING TAPE	000000	6.99
		I-D320299	101-4192-425-04	REPAIRS - CIT FASTENERS	000000	3.24
		I-D320474	101-4192-425-13	REPAIRS - REC TRUCK CONVERT	000000	124.48
		I-D320612	101-4192-425-01	REPAIRS - ADA UNO TOILET	000000	119.99
		I-E11023	101-4192-425	REPAIRS STOP VALVE	000000	6.99
		I-E11059	101-4192-425	REPAIRS FASTENERS	000000	1.16
		I-E11140	101-4192-426-14	SUPPLIES - ST TWIN CITY HARDWARE & LUMBER	000000	21.06
		I-E11359	101-4192-426-14	SUPPLIES - ST BRUSH/TAPE	000000	15.72
		I-E11458	101-4192-425-14	REPAIRS - STR SWIFFER DUSTER	000000	85.29
		I-E11862	101-4192-425-14	REPAIRS - STR QUICK CONNECTOR	000000	7.48
		I-E11866	101-4192-426-14	SUPPLIES - ST FLOOR ENAMEL	000000	56.83
		I-E11981	101-4192-425-13	REPAIRS - REC DROPCLOTH	000000	82.95
		I-E11996	101-4192-425-13	REPAIRS - REC SPRAYER	000000	15.72
		I-E12080	101-4192-425-13	REPAIRS - REC SLIDER/FASTENERS	000000	52.38
		I-E12082	101-4192-425-13	REPAIRS - REC SLODER/MASONRY	000000	12.99
		I-E12090	101-4192-425-13	REPAIRS - REC METAL TRAY/CAULK	000000	87.16
		I-E12091	101-4192-425-13	REPAIRS - REC PAINT	000000	323.91
		I-E12280	101-4192-425-13	REPAIRS - REC RENTAL TRANSACTION	000000	57.57
		I-E12437	101-4192-425-13	REPAIRS - REC MURIATIC ACID	000000	59.92
		I-E12524	101-4192-425-04	REPAIRS - CIT ROOF SEALANT	000000	17.98
		I-E13212	101-4192-426-14	SUPPLIES - ST WALL BASE/ADHESIVE	000000	18.97
		I-E13330	101-4192-425-04	REPAIRS - CIT SLOAN 6	000000	39.99
		I-E13331	101-4192-425-04	REPAIRS - CIT WALL CLOCK	000000	21.38
		I-E13524	101-4192-426	SUPPLIES NET/STAPLE GUN	000000	95.47
		I-E13613	101-4192-425-03	REPAIRS - BAL CIRCUIT BREAKER	000000	14.99
		I-E14012	101-4192-425-05	REPAIRS - COL CABLE STAPLE	000000	8.48
		I-E14111	101-4192-425-13	REPAIRS - REC U BOLT	000000	10.38
01-0598	SUMMIT SIGNS & SUPPLY,					
		I-46202	101-4192-426-14	SUPPLIES - ST NO PARKING SIGNS	000000	180.00
01-0684	NORTHWEST PIPE FITTINGS					
		I-144308	101-4192-425-13	REPAIRS - REC REDUCER	000000	540.00
		I-144308-1	101-4192-425-13	REPAIRS - REC FREIGHT	000000	30.96
01-0966	PETTY CASH-FINANCE OFFF					
		I-040115	101-4192-426	SUPPLIES SUPPLIES	000000	33.88
01-1333	DEADWOOD ELECTRIC					
		I-21018	101-4192-425-14	REPAIRS - STR WIRE NEW OFFICES	000000	2,248.00
01-1383	AINSWORTH-BENNING CONST					
		I-4258	101-4192-425-04	REPAIRS - CIT STAIRS FOR CITY HALL	000000	18,902.50
01-1543	ZEP SALES & SERVICE					

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1543	ZEP SALES & SERVICE	continued				
		I-9001519513	101-4192-426-14	SUPPLIES - ST AIR FRESHENERS	000000	233.55
01-1626	SERVALL UNIFORM AND LIN					
		I-2233684	101-4192-426-14	SUPPLIES - ST MATS/MOPS	000000	117.60
		I-2233685	101-4192-426-04	SUPPLIES - CI MATS/MOPS	000000	253.93
		I-2233686	101-4192-426-08	SUPPLIES - HI MATS/MOPS	000000	229.03
		I-2233687	101-4192-426-11	SUPPLIES - PA MATS/MOPS	000000	69.01
		I-2233695	101-4192-426-07	SUPPLIES - FI MATS/MOPS	000000	28.25
		I-2234341	101-4192-426-12	SUPPLIES - PA MATS/MOPS	000000	105.83
		I-2239767	101-4192-426-14	SUPPLIES - ST MATS/MOPS	000000	119.69
		I-2239768	101-4192-426-04	SUPPLIES - CI MATS/MOPS	000000	257.74
		I-2239769	101-4192-426-04	SUPPLIES - CI MATS/MOPS	000000	233.50
		I-2239770	101-4192-426-11	SUPPLIES - PA MATS/MOPS	000000	70.08
		I-2239778	101-4192-426-07	SUPPLIES - FI MATS/MOPS	000000	28.68
		I-2240420	101-4192-426-12	SUPPLIES - PA MATS/MOPS	000000	107.42
		I-2245870	101-4192-426-14	SUPPLIES - ST MATS/MOPS	000000	125.96
		I-2245871	101-4192-426-04	SUPPLIES - CI MATS/MOPS	000000	253.93
		I-2245872	101-4192-426-08	SUPPLIES - HI MATS/MOPS	000000	229.03
		I-2245873	101-4192-426-11	SUPPLIES - PA MATS/MOPS	000000	70.61
		I-2245881	101-4192-426-07	SUPPLIES - FI MATS/MOPS	000000	28.26
		I-2256534	101-4192-426-12	SUPPLIES - PA MATS/MOPS	000000	108.26
01-1827	MS MAIL & MARKETING					
		I-7137	101-4192-426	SUPPLIES CARDS	000000	25.00
01-2110	POOL & SPA CENTER					
		I-SAL715144-1	101-4192-425-13	REPAIRS - REC AIR FILTER ASSY	000000	206.85
01-2177	PITNEY BOWES					
		I-1243253-MR15	101-4192-422-04	PROFESSIONAL QUARTERLY LEASE FEE	000000	237.93
01-2626	WOW					
		I-F-M 15 FINANCE	101-4192-428-04	UTILITIES - C PHONE FOR FINANCE	000000	172.08
		I-F-M 15 FINANCE A	101-4192-428-04	UTILITIES - C SECURITY LINE FOR FIANANCE	000000	38.08
		I-F-M 15 HIST INFO	101-4192-428-08	UTILITES - HI HIST INFO CENTER PHONE	000000	114.27
		I-F-M 15 LIBRARY	101-4192-428-10	UTILITIES - L PHONE FOR LIBRARY	000000	228.71
		I-F-M 15 MM BOOTH	101-4192-428	UTILITIES PHONE FOR BOOTH	000000	38.08
		I-F-M 15 PW	101-4192-428-14	UTILITIES - S FAX LINE FOR PW	000000	38.08
		I-F-M 15 REC	101-4192-428-13	UTILITIES - R PHONE FOR REC	000000	290.64
		I-F-M 15 T1	101-4192-428-04	UTILITIES - C T1 LINE	000000	1,281.41
		I-F-M FIRE DEPT	101-4192-428-07	UTILITIES - F PHONE FOR FIRE	000000	235.32
		I-MARCH 15 MM	101-4192-428	UTILITIES PHONE SERVICE FOR MM HOUSE	000000	76.16
01-2918	DAKOTACARE					
		I-031615	101-4192-415	GROUP INSURAN HEALTH INSURANCE - APRIL	000000	1,413.26
01-2962	COMPANION LIFE					
		I-032015	101-4192-415	GROUP INSURAN LIFE INSURANCE - APRIL	000000	6.19

4/03/2015 9:32 AM
 PACKET: 03497 COMBINED - 4/7/15
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 6

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3246	KT CONNECTIONS, INC.	I-10449	101-4192-425-07	REPAIRS - FIR INSTALL DVR	000000	316.00
01-3685	BLACK HILLS SECURITY &	I-R226353	101-4192-422-04	PROFESSIONAL ALARM SYSTEM	000000	89.85
		I-R226354	101-4192-422-04	PROFESSIONAL ALARM SYSTEM/FIRE	000000	104.85
01-3704	GARDNER CONSTRUCTION	I-348	101-4192-425-02	REPAIRS - ADA REPAIRS AT ADAMS MUS	000000	703.04
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 70,427.57
01-0464	TYLER TECHNOLOGIES, INC	I-025-119818	101-4193-422	PROFESSIONAL TRAINING - BLDG.PERMITS	000000	5,769.67
					DEPARTMENT 193 DATA PROCESSING	TOTAL: 5,769.67
01-0360	ABC BUSINESS SUPPLY	I-7978	101-4210-426	SUPPLIES COPY PAPER,REPORT COVERS	000000	15.00
02-0508	GALLS, LLC	I-3258875	101-4210-426	SUPPLIES UNIFORM JACKET	000000	144.94
01-0510	GOLDEN WEST TECHNOLOGIE	I-289415	101-4210-422	PROFESSIONAL COMPUTER SERVICE - POLICE	000000	93.50
01-0742	OFFICE DEPOT	I-032515	101-4210-435	FURNITURE OFFICE CHAIR	000000	329.99
01-1013	SIRCHIE	I-0200805-IN	101-4210-426	SUPPLIES FORENSIC SUPPLIES	000000	227.90
01-1399	NEVE'S UNIFORMS, INC.	I-RP-034378	101-4210-426	SUPPLIES UNIFORM PANTS, GLOVES	000000	200.13
		I-RP-034442	101-4210-426	SUPPLIES UNIFORM COAT, PANEL	000000	238.99
01-2402	MERTENS, KENNETH	I-033015	101-4210-415	GROUP INSURAN INSURANCE REIMBSMT. - MAR.	000000	293.72
01-2596	NH FRATERNAL ORDER OF P	I-033115	101-4210-422	PROFESSIONAL YEARLY DUES - 2015	000000	360.00
01-2913	ALLIED 100	I-478458	101-4210-426	SUPPLIES DEFIB PADZ	000000	336.30
01-2918	DAKOTACARE	I-031615	101-4210-415	GROUP INSURAN HEALTH INSURANCE - APRIL	000000	9,673.69

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 PACKET: 03497 COMBINED - 4/7/15
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 210 POLICE
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2962	COMPANION LIFE					
		I-032015	101-4210-415	GROUP INSURAN LIFE INSURANCE - APRIL	000000	59.40
01-3828	MC KEON, BRAXTON					
		I-032215	101-4210-425	REPAIRS REIMBURSEMT - OIL	000000	5.82
			DEPARTMENT 210	POLICE	TOTAL:	11,979.38
01-0360	ABC BUSINESS SUPPLY					
		I-7974	101-4221-426	SUPPLIES CARDS	000000	27.20
		I-8043	101-4221-426	SUPPLIES INK CARTRIDGE	000000	50.25
01-0575	SOUTHSIDE OIL					
		I-88017	101-4221-426	SUPPLIES DIESEL	000000	79.55
01-0578	TWIN CITY HARDWARE & LU					
		I-D319904	101-4221-434	MACHINERY/EQU DRILL BITS	000000	23.98
		I-D319953	101-4221-426	SUPPLIES FASTENERS	000000	3.00
		I-E12332	101-4221-425	REPAIRS SCRAPER	000000	4.98
		I-E12476	101-4221-426	SUPPLIES QUICK SNAPS	000000	14.99
01-0759	W.S. DARLEY & CO.					
		I-17180813	101-4221-425	REPAIRS REPLACEMENT NOZZLE	000000	259.42
01-0782	JACOBS PRECISION WELDIN					
		I-21681	101-4221-426	SUPPLIES HR ROUND	000000	36.87
01-0864	M & T FIRE AND SAFETY					
		I-97587	101-4221-435	TRUCK RESERVE PARATECH VEHICLE MAINT.KIT	000000	4,595.77
01-1171	A & B BUSINESS SOLUTION					
		I-IN165674	101-4221-422	PROFESSIONAL COPIER MAINTENANCE - FIRE DEPT	000000	55.88
01-1515	RAPID DELIVERY					
		I-292237	101-4221-425	REPAIRS DELIVERY FEE - GODFREY BRAKE	000000	11.40
01-1551	GODFREY BRAKE SERVICE &					
		I-250700030	101-4221-425	REPAIRS CHECK VALVE	000000	44.24
01-1757	HAWKI, KEN					
		I-032415	101-4221-422	PROFESSIONAL REIMBS.I-NET SECURITY FEE/YRLY	000000	104.89
01-1827	MS MAIL & MARKETING					
		I-7068	101-4221-429	OTHER MAILING	000000	163.69
		I-7072	101-4221-429	OTHER INVITATIONS POSTAGE	000000	34.79
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-031615	101-4221-422	PROFESSIONAL REIMBSMT - LONGEVITY AWARDS	000000	300.00

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2918	DAKOTACARE					
		I-031615	101-4221-415	GROUP INSURAN HEALTH INSURANCE - APRIL	000000	1,029.13
01-2962	COMPANION LIFE					
		I-032015	101-4221-415	GROUP INSURAN LIFE INSURANCE - APRIL	000000	4.95
01-3825	ALLEGIANTE EMERGENCY SER					
		I-15412	101-4221-435	TRUCK RESERVE HYDRAULIC RESCUE TOOLS	000000	12,000.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 18,844.98
01-0136	INTERNATIONAL CODE COUN					
		I-3041681	101-4232-422	PROFESSIONAL DUES FOR 2015	000000	125.00
01-0360	ABC BUSINESS SUPPLY					
		I-BI	101-4232-426	SUPPLIES CORK BOARD	000000	27.98
01-0883	SD ASSN. OF CODE ENFORC					
		I-CONFERENCE	101-4232-427	TRAVEL SD ASSN. OF CODE ENFORCEMENT	000000	50.00
01-1725	QUILL CORPORATION					
		I-28223089	101-4232-426	SUPPLIES OFFICE SUPPLIES	000000	39.81
		I-2823105	101-4232-426	SUPPLIES SUPPLIES	000000	6.78
		I-2851546	101-4232-426	SUPPLIES CARDSTOCK	000000	38.97
01-2918	DAKOTACARE					
		I-031615	101-4232-415	INSURANCE HEALTH INSURANCE - APRIL	000000	900.71
01-2962	COMPANION LIFE					
		I-032015	101-4232-415	INSURANCE LIFE INSURANCE - APRIL	000000	4.93
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 1,194.18
01-0097	FARMER BROTHERS CO					
		I-61395266	101-4310-426	SUPPLIES CREAMER/COFFEE	000000	87.45
01-0360	ABC BUSINESS SUPPLY					
		I-PAPER	101-4310-426	SUPPLIES PAPER FOR PW	000000	14.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-150310128	101-4310-422	PROFESSIONAL PAGERS	000000	34.22
01-0514	HILLS MATERIALS COMPANY					
		I-189213	101-4310-426	SUPPLIES ROADSTONE	000000	114.24
01-0575	SOUTHSIDE OIL					
		I-88017	101-4310-426	SUPPLIES DIESEL	000000	5,627.29

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU					
		I-D319608	101-4310-425	REPAIRS WEDGE/SHIPPING	000000	110.98
		I-D319788	101-4310-426	SUPPLIES LED BULB	000000	46.47
		I-D320103	101-4310-426	SUPPLIES PHL MS Z	000000	7.29
		I-D320137	101-4310-426	SUPPLIES BLADES	000000	27.98
		I-D320226	101-4310-426	SUPPLIES CHISEL	000000	11.99
		I-D320467	101-4310-426	SUPPLIES CFL BULB	000000	23.98
		I-E10826	101-4310-426	SUPPLIES FASTENERS	000000	6.80
		I-E11060	101-4310-426	SUPPLIES FASTENERS	000000	6.36
		I-E11130	101-4310-425	REPAIRS SMOOTH ROD	000000	8.98
		I-E11277	101-4310-425	REPAIRS SCREW CLEVIS PIN	000000	23.98
		I-E11512	101-4310-426	SUPPLIES PHOTO CELL	000000	14.99
		I-E12438	101-4310-426	SUPPLIES STEEL EPOXY	000000	13.98
		I-E12474	101-4310-426	SUPPLIES BLADE	000000	10.49
		I-E12677	101-4310-426	SUPPLIES FLAME TIP BULB	000000	6.98
		I-E12829	101-4310-426	SUPPLIES SPRAY LUBE	000000	9.00
		I-E12847	101-4310-426	SUPPLIES WHEEL/FLAP DISC	000000	27.93
		I-E12921	101-4310-426	SUPPLIES HEX/BITS	000000	51.93
		I-E13169	101-4310-426	SUPPLIES CFL BULB	000000	23.98
		I-E13345	101-4310-426	SUPPLIES ANGLE	000000	9.99
		I-E13403	101-4310-426	SUPPLIES CHISEL	000000	14.99
		I-E13505	101-4310-426	SUPPLIES FASTENERS/SPRAY PAINT	000000	11.36
		I-E13609	101-4310-426	SUPPLIES USS HX	000000	33.99
		I-E13678	101-4310-425	REPAIRS A53 PIPE	000000	159.99
		I-E13922	101-4310-426	SUPPLIES BULBS	000000	26.99
		I-E13926	101-4310-426	SUPPLIES COUPLING	000000	15.76
		I-E14048	101-4310-426	SUPPLIES FASTENERS	000000	17.16
		I-E14183	101-4310-426	SUPPLIES SAW BLADE	000000	12.99
		I-E14208	101-4310-426	SUPPLIES WHEELBARROW	000000	82.94
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-40905	101-4310-422	PROFESSIONAL LABOR DISMOUNT	000000	80.00
01-0619	TWILIGHT FIRST AID & SA					
		I-117279	101-4310-426	SUPPLIES FIRST AID SUPPLIES	000000	45.25
01-0670	JACK'S TRUCK AND EQUIPM					
		I-30376G	101-4310-425	REPAIRS MALE INSERT/SIDE SKATE	000000	482.15
01-0677	LAWSON PRODUCTS, INC.					
		I-9303139002	101-4310-426	SUPPLIES STRAPPING/FASTENER	000000	283.17
01-1171	A & B BUSINESS SOLUTION					
		I-IN166948	101-4310-426	SUPPLIES COPIER	000000	65.44
01-1333	DEADWOOD ELECTRIC					
		I-21044	101-4310-425	REPAIRS CEMETARY STREET	000000	555.06
01-1402	SD DEPT. OF TRANSPORTAT					

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1402	SD DEPT. OF TRANSPORTAT	continued				
		I-S85481	101-4310-422	PROFESSIONAL BRIDGE INSPECTIONS	000000	506.31
01-1500	A & B WELDING					
		I-00031856	101-4310-426	SUPPLIES SUPPLIES	000000	8.96
		I-00912365	101-4310-426	SUPPLIES ACETYLENE	000000	91.69
		I-00912366	101-4310-426	SUPPLIES OXYGEN CYLINDER	000000	50.45
01-1506	DALES TIRE & RETREADING					
		I-557057	101-4310-426	SUPPLIES SKZ	000000	788.32
01-1515	RAPID DELIVERY					
		I-286881	101-4310-422	PROFESSIONAL SUMMIT	000000	11.40
		I-290082	101-4310-422	PROFESSIONAL DALES	000000	17.40
		I-290636	101-4310-422	PROFESSIONAL ITD	000000	11.40
		I-290640	101-4310-422	PROFESSIONAL ITP	000000	12.60
		I-290831	101-4310-422	PROFESSIONAL INLAND	000000	11.40
		I-291275	101-4310-422	PROFESSIONAL BUTLER	000000	11.40
01-1725	QUILL CORPORATION					
		I-28223089	101-4310-426	SUPPLIES OFFICE SUPPLIES	000000	39.81
		I-2823105	101-4310-426	SUPPLIES SUPPLIES	000000	6.78
01-1969	LIGHTING PLASTICS OF MN					
		I-INV64217	101-4310-426	SUPPLIES GLOBES	000000	518.40
01-2688	ENVIRONMENTAL EQUIPMENT					
		I-11756	101-4310-425	REPAIRS CUP KIT CAT	000000	73.41
01-2901	TRAFFIC CONTROL CORPORA					
		I-82970	101-4310-425	REPAIRS PED PB	000000	368.00
01-2918	DAKOTACARE					
		I-031615	101-4310-415	GROUP INSURAN HEALTH INSURANCE - APRIL	000000	7,342.83
01-2962	COMPANION LIFE					
		I 032015	101-4310-415	GROUP INSURAN LIFE INSURANCE - APRIL	000000	30.94
01-3641	ALL AROUND AUTO, LLC					
		C-286790-CR	101-4310-425	REPAIRS RVS.DUP.PYMT-BRAKE CHAMBER	000000	84.32-
01-3829	FED EX FREIGHT					
		I-2854605084	101-4310-422	PROFESSIONAL FED EX FREIGHT FOR LIGHT POLE	000000	160.37
DEPARTMENT 310 STREETS					TOTAL:	18,186.07
01-0467	CULLIGAN OF THE NORTHER					
		I-57255	101-4520-426	SUPPLIES WWATER COOLER RENTAL	000000	15.00

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE NORTHER	continued				
		I-59686	101-4520-426	SUPPLIES WATER COOLER RENTAL	000000	15.00
		I-60979	101-4520-426	SUPPLIES WATER COOLER RENTAL	000000	15.00
		I-62127	101-4520-426	SUPPLIES WATER COOLER RENTAL	000000	15.00
		I-63020	101-4520-426	SUPPLIES WATER FOR PARKS	000000	13.00
		I-63499	101-4520-426	SUPPLIES WATER COOLER RENTAL	000000	15.00
01-0575	SOUTHSIDE OIL					
		I-88017	101-4520-426	SUPPLIES DIESEL	000000	270.32
01-0578	TWIN CITY HARDWARE & LU					
		I-D319147	101-4520-425	REPAIRS TRIGGER SNAP	000000	4.49
		I-D319491	101-4520-426	SUPPLIES SCREWDRIVER	000000	27.96
		I-D319781	101-4520-426	SUPPLIES SPRAYER	000000	4.98
		I-D319839	101-4520-425	REPAIRS TRIGGER SNAP	000000	17.96
		I-D320685	101-4520-426	SUPPLIES KEYS/SEED	000000	26.58
		I-E11744	101-4520-425	REPAIRS SWIVEL CONNECTOR/HOSE END	000000	18.36
		I-E12020	101-4520-426	SUPPLIES U POST	000000	7.98
		I-E13174	101-4520-426	SUPPLIES HALOGEN BULB	000000	14.99
		I-E13282	101-4520-426	SUPPLIES CHISEL/BLADE	000000	56.98
		I-E13991	101-4520-426	SUPPLIES PAINT PAIL/TEXTURE	000000	19.24
		I-E14028	101-4520-426	SUPPLIES FASTENERS	000000	1.69
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-40667	101-4520-425	REPAIRS BOBCAT TIRE REPAIR	000000	19.99
01-0653	FASTENAL COMPANY					
		I-SDSPE80709	101-4520-426	SUPPLIES GLOVES	000000	299.10
01-1537	RDO EQUIPMENT					
		I-P18216	101-4520-425	REPAIRS HANDLE	000000	72.98
		I-P18394	101-4520-425	REPAIRS RDO EQUIPMENT	000000	20.37
01-1725	QUILL CORPORATION					
		I-28223089	101-4520-426	SUPPLIES OFFICE SUPPLIES	000000	39.83
		I-2823105	101-4520-426	SUPPLIES SUPPLIES	000000	6.79
01-2889	ATCO INTERNATIONAL					
		I-10427850	101-4520-426	SUPPLIES BRAKE SOLV II	000000	125.00
01-2918	DAKOTACARE					
		I-031615	101-4520-415	GROUP INSURAN HEALTH INSURANCE - APRIL	000000	4,292.54
01-2962	COMPANION LIFE					
		I-032015	101-4520-415	GROUP INSURAN LIFE INSURANCE - APRIL	000000	25.99
DEPARTMENT 520 PARKS						TOTAL: 5,462.12

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PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 640 PLANNING AND ZONING

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0966	PETTY CASH-FINANCE OFFF					
		I-040115	101-4640-422	PROFESSIONAL PLAT FEE	000000	30.00
01-2918	DAKOTACARE					
		I-031615	101-4640-415	GROUP INSURAN HEALTH INSURANCE - APRIL	000000	900.73
01-2962	COMPANION LIFE					
		I-032015	101-4640-415	GROUP INSURAN LIFE INSURANCE - APRIL	000000	7.43
DEPARTMENT 640 PLANNING AND ZONING					TOTAL:	938.16

FUND 101 GENERAL FUND					TOTAL:	140,117.93

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0553	MONTANA DAKOTA UTILITIE					
		I-68250010003APR15	206-4550-428	UTILITIES NATURAL GAS - LIBRARY	000000	447.05
01 1006	SD MAGAZINE					
		I-33115	206-4550-434	BOOKS, MAPS A SUBSCRIPTION - 3 YRS	000000	51.00
01-1133	GOOD HOUSEKEEPING					
		I-033115	206-4550-434	BOOKS, MAPS A SUBSCRIPTION - 2 YRS	000000	15.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN102631	206-4550-426	SUPPLIES COPIER MAINTENANCE - JULY	000000	36.73
		I-IN104186	206-4550-426	SUPPLIES COPIER MAINTENANCE - AUG.	000000	36.73
		I-IN110993	206-4550-426	SUPPLIES COPIER MAINTENANCE - SEPT.	000000	36.73
		I-IN128363	206-4550-426	SUPPLIES COPIER MAINTENANCE - NOV	000000	36.73
		I-IN137657	206-4550-426	SUPPLIES COPIER MAINTENANCE - DEC	000000	36.73
		I-IN145690	206-4550-426	SUPPLIES COPIER MAINTENANCE - JAN	000000	36.73
		I-IN152594	206-4550-426	SUPPLIES COPIER MAINTENANCE - FEB	000000	36.73
		I-IN161913	206-4550-426	SUPPLIES COPIER MAINTENANCE - MARCH	000000	36.73
01-1562	MIDWEST TAPE					
		I-92608826	206-4550-434	BOOKS, MAPS A DVDs	000000	319.87
		I-92629112	206-4550-434	BOOKS, MAPS A DVDs	000000	110.96
		I-92650328	206-4550-434	BOOKS, MAPS A DVDs	000000	87.96
		I-92673532	206-4550-434	BOOKS, MAPS A DVDs	000000	96.97
		I-92691083	206-4550-434	BOOKS, MAPS A DVDs	000000	23.99
01-1626	SERVALL UNIFORM AND LIN					
		I-2233696	206-4550-425	REPAIRS TOWELS & MOP	000000	19.18
		I-2245882	206-4550-425	REPAIRS TOWELS & MOP	000000	19.18
01-1911	EMERY-PRATT COMPANY					
		I-552428	206-4550-434	BOOKS, MAPS A BOOKS	000000	95.04
		I-552832	206-4550-434	BOOKS, MAPS A BOOKS	000000	15.07
		I-553292	206-4550-434	BOOKS, MAPS A BOOKS	000000	32.47
		I-553293	206-4550-434	BOOKS, MAPS A BOOKS	000000	24.25
		I-553772	206-4550-434	BOOKS, MAPS A BOOKS	000000	63.75
01-2042	GQ PROFESSIONAL SERVICE					
		I-33115	206-4550-434	BOOKS, MAPS A SUBSCRIPTION - 2 YRS	000000	39.00
01-2918	DAKOTACARE					
		I-031615	206-4550-415	GROUP INSURAN HEALTH INSURANCE - APRIL	000000	1,408.18
01-2962	COMPANION LIFE					
		I-032015	206-4550-415	GROUP INSURAN LIFE INSURANCE - APRIL	000000	9.90
01-3032	OTIS ELEVATOR COMPANY					
		I-CLH650132415	206-4550-425	REPAIRS 2ND QTR CONTRACT	000000	120.81
DEPARTMENT 550 LIBRARY					TOTAL:	3,293.47
FUND 206 LIBRARY FUND					TOTAL:	3,293.47

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 PACKET: 03497 COMBINED - 4/7/15
 VENDOR SET: 01
 FUND : 209 BED & BOOZE FUND
 DEPARTMENT: 510 REC CENTER
 BUDGET TO USE: CB-CURRENT BUDGET

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0124	TRIDLE, JOHN					
		I-104200314	209-4510-426	SUPPLIES EASTER EGG HUNT	000000	111.15
		I-1387	209-4510-426	SUPPLIES COFFEE FOR REC	000000	66.78
		I-165066756919016	209-4510-426	SUPPLIES EASTER EGG HUNT	000000	126.95
		I-4414658	209-4510-425	REPAIRS BALL VALVE	000000	106.79
		I-891661	209-4510-426	SUPPLIES KEY CARDS	000000	613.50
		I-MIRRORS	209-4510-426	SUPPLIES MIRRORS	000000	35.00
01-0223	COCA COLA BOTTLING COMP					
		I-1409693	209-4510-426	SUPPLIES WATER FOR REC	000000	25.75
		I-1409762	209-4510-426	SUPPLIES WATER FOR REC	000000	166.95
		I-1409775	209-4510-426	SUPPLIES WATER FOR REC	000000	15.45
01-0360	ABC BUSINESS SUPPLY					
		I-7650	209-4510-426	SUPPLIES INK/PAPER	000000	85.94
01-0578	TWIN CITY HARDWARE & LU					
		I-D319539	209-4510-426	SUPPLIES BRUSH SETS	000000	14.98
		I-E11706	209-4510-426	SUPPLIES MAGIC ERASERS	000000	22.43
		I-E11730	209-4510-426	SUPPLIES CLEANER	000000	26.99
		I-E11823	209-4510-426	SUPPLIES PINE SOL/BRUSH	000000	25.96
		I-E12003	209-4510-426	SUPPLIES SCREWS	000000	47.98
01-1365	SD PUBLIC HEALTH LAB					
		I-10563048	209-4510-426	SUPPLIES WATER SAMPLES	000000	30.00
01-1827	MS MAIL & MARKETING					
		I-7156	209-4510-426	SUPPLIES BROCHURES	000000	150.00
01-2645	HAWKINS INC					
		I-3703914	209-4510-426	SUPPLIES CHEMICALS	000000	1,013.00
01-2889	ATCO INTERNATIONAL					
		I-10427988	209-4510-426	SUPPLIES TNT	000000	199.00
01-2918	DAKOTACARE					
		I-031615	209-4510-415	GROUP INSURAN HEALTH INSURANCE - APRIL	000000	1,485.31
01-2962	COMPANION LIFE					
		I-032015	209-4510-415	GROUP INSURAN LIFE INSURANCE - APRIL	000000	4.95
01-3151	KONE INC.					
		I-221700785	209-4510-426	SUPPLIES MAINTENANCE FOR REC/RAMP	000000	133.40
01-3506	ALSCO					
		I-LCAS939303	209-4510-426	SUPPLIES MATS/MOPS	000000	72.49
		I-LCAS941919	209-4510-426	SUPPLIES MAT	000000	9.00
		I-LCAS942880	209-4510-426	SUPPLIES MATS	000000	71.57

DEPARTMENT 510 REC CENTER TOTAL: 4,661.32

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PACKET: 01497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 980 SPECIAL EVENTS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-040115	209-4980-422	PROFESSIONAL BILL LIST - B&B	000000	45,000.00
				DEPARTMENT 980 SPECIAL EVENTS	TOTAL:	45,000.00
				FUND 209 BED & BOOZE FUND	TOTAL:	49,661.32

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PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 213 BUSINESS IMPROVEMENT DIST

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-040115	213-4630-423	MARKETING BILL LIST - BID 1-6	000000	141,312.00
			DEPARTMENT 630	BID	TOTAL:	141,312.00
			FUND	213 BUSINESS IMPROVEMENT DIST	TOTAL:	141,312.00

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-032515	215-4572-210	VISITOR MGMT MARKETING 3/10-3/25/15	000000	39,374.00
01-1182	MACROVISION					
		I-2015-11	215-4572-235	VISITOR MGMT FACEBOOK JAN FEB MAR 2015	000000	750.00
		I-2015-12	215-4572-235	VISITOR MGMT CENTURY AWARD PROD	000000	1,225.00
01-3295	PANNIER					
		I-153863	215-4572-235	VISITOR MGMT PANEL TC RIDE HIGH	000000	272.00
01-3558	DEADWOOD HISTORY, INC.					
		I-131315-2	215-4572-235	VISITOR MGMT DEPOSIT OUTD SIGN 76 MUSEUM	000000	2,335.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 43,956.00
01-0502	FEDERAL EXPRESS CORP.					
		I-2-964-34179	215-4573-335	HIST. INTERP. SHP PKGS MINNEAPOLIS CONSERV	000000	455.30
01-3558	DEADWOOD HISTORY, INC.					
		I-031115-2	215-4573-320	HIST. INTERP. ARCHAEOLOGY CAMP 2015	000000	3,000.00
01-3584	FASSBENDER COLLECTION					
		I-032515	215-4573-335	HIST. INTERP. CHINESE COINS IDENT & INFO	000000	270.00
DEPARTMENT 573 HP HISTORIC INTERPRETATI						TOTAL: 3,725.30
01-3560	SAVE THE PEARL HOTEL					
		I-032315	215-4575-520	GRANT/LOAN PR OUTSIDE OF DWD 2014 RD 2	000000	4,079.07
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 4,079.07
01-2394	GUNDERSON, PALMER, NELS					
		I-58365	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	1,056.75
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL: 1,056.75
01-1402	SD DEPT. OF TRANSPORTAT					
		I-S85480	215-4577-810	CAPITAL ASSET CITY SHARE - PROJECT PTAPR(04)	000000	1,395.31
DEPARTMENT 577 HP FIXED CAPITAL ASSETS						TOTAL: 1,395.31
01-1827	MS MAIL & MARKETING					
		I-7065-2	215-4641-423	PUBLISHING CITY NEWSLETTER FEB 2015	000000	591.60

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BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2626	WOW					
		I-032015	215-4641-428	UTILITIES MT MORIAH 3/20-4/19/15	000000	134.11
01-2918	DAKOTACARE					
		I-031615	215-4641-415	GROUP INSURAN HEALTH INSURANCE - APRIL	000000	4,963.38
01-2962	COMPANION LIFE					
		I-032015	215-4641-415	GROUP INSURAN LIFE INSURANCE - APRIL	000000	17.33
01-3826	OUTDOOR HEIR					
		I-MMDOB15	215-4641-423	PUBLISHING 1/8 PAGE DEADWOOD OR BUST	000000	100.00
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	5,806.42
				FUND 215 HISTORIC PRESERVATION	TOTAL:	60,018.85

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PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3827	WRIGHT, ALAN AND PHYLIS					
		I-20150326	216-1310	DUE FROM OTHE WORK DONE-822 MAIN ST-WRIGHT	000000	6,000.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	6,000.00
01-2394	GUNDERSON, PALMER, NELS					
		I-58365	216-4653-422	PROFESSIONAL LEGAL SERVICES	000000	30.00
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	30.00
			FUND	216 REVOLVING LOAN	TOTAL:	6,030.00

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PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 544 ST. AMBROSE PROJECT

DEPARTMENT: 370 ST. AMBROSE

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1225	CAI CONSTRUCTION, LLC					
		I-SA1	544-4370-422	PROFESSIONAL ST AMBROSE PH 5	000000	25,081.20
			DEPARTMENT 370	ST. AMBROSE	TOTAL:	25,081.20
			FUND 544	ST. AMBROSE PROJECT	TOTAL:	25,081.20

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0097	FARMER BROTHERS CO					
		I-61395266	602-4330-426	SUPPLIES CREAMER/COFFEE	000000	87.45
01-0360	ABC BUSINESS SUPPLY					
		I-8090	602-4330-426	SUPPLIES WHITE OUT/BINDER CLIPS	000000	13.94
		I-PAPER	602-4330-426	SUPPLIES PAPER FOR PW	000000	14.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-150310113	602-4330-422	PROFESSIONAL PAGERS	000000	33.18
01-0539	LEAD-DEADWOOD SANITARY					
		I-040115	602-4330-422	PROFESSIONAL EQR & USAGE CHARGE	000000	24,612.00
		I-33115	602-4330-422	PROFESSIONAL PUBLIC BLDGS USAGE - APR	000000	767.71
01-0575	SOUTHSIDE OIL					
		I-88017	602-4330-426	SUPPLIES DIESEL	000000	188.53
01-0578	TWIN CITY HARDWARE & LU					
		I-D320183	602-4330-426	SUPPLIES PVC TAPE	000000	2.49
		I-D320225	602-4330-426	SUPPLIES DRILL BIT/WASHERS	000000	10.97
		I-E12852	602-4330-426	SUPPLIES CLEANER/SEALANT	000000	11.48
01-0619	TWILIGHT FIRST AID & SA					
		I-117279	602-4330-426	SUPPLIES FIRST AID SUPPLIES	000000	45.25
01-0684	NORTHWEST PIPE FITTINGS					
		C-CM146245	602-4330-426	SUPPLIES SADDLE	000000	81.56-
		I-143181	602-4330-426	SUPPLIES CURB BOX	000000	886.68
		I-144582	602-4330-426	SUPPLIES DIAPHRAM	000000	359.68
		I-145708	602-4330-426	SUPPLIES SPEED CONTROL	000000	373.88
		I-146237	602-4330-426	SUPPLIES SOFT COPPER PIPE	000000	523.18
		I-146245	602-4330-426	SUPPLIES SADDLE	000000	81.56
		I-146497	602-4330-426	SUPPLIES SEWER PIPE	000000	65.38
01-0781	HD SUPPLY WATERWORKS					
		I-D674012	602-4330-426	SUPPLIES CURB BOX	000000	480.60
01-0841	TSP, INC.					
		I-0048658	602-4330-433	IMPROVEMENTS WATER SYSTEMS IMPROVEMENTS	000000	2,794.04
01-0966	PETTY CASH-FINANCE OFFF					
		I-040115	602-4330-422	PROFESSIONAL LICENSING FEES	000000	10.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN166948	602-4330-426	SUPPLIES COPIER	000000	65.44
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0441533	602-4330-426	SUPPLIES GREASE CART	000000	22.58

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PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1725	QUILL CORPORATION					
		I-28223089	602-4330-426	SUPPLIES OFFICE SUPPLIES	000000	39.81
		I-2823105	602-4330-426	SUPPLIES SUPPLIES	000000	6.78
01-1827	MS MAIL & MARKETING					
		I-7028	602-4330-426	SUPPLIES MAPS	000000	10.00
		I-7065	602-4330-422	PROFESSIONAL UTILITY MAILING	000000	299.99
01-2918	DAKOTACARE					
		I-031615	602-4330-415	GROUP INSURAN HEALTH INSURANCE - APRIL	000000	2,949.82
01-2962	COMPANION LIFE					
		I-032015	602-4330-415	GROUP INSURAN LIFE INSURANCE - APRIL	000000	21.04
DEPARTMENT 330 WATER					TOTAL:	34,695.90
FUND 602 WATER FUND					TOTAL:	34,695.90

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS POWER & LIG					
		I-F-M 15 BHP	610-4360-426	SUPPLIES 101 CHARLES	000000	17.51
		I-F-M 15 BHP	610-4360-426	SUPPLIES 1.5 MCKINLEY	000000	12.87
01-0598	SUMMIT SIGNS & SUPPLY,					
		I-46147	610-4360-426	SUPPLIES 10 SIGNS	000000	364.50
		I-46209	610-4360-426	SUPPLIES 5 SIGNS	000000	127.00
01-1003	VERIZON WIRELESS					
		I-9742148324	610-4360-424	RENTALS PHONE SERVICE - METERS	000000	40.01
01-1230	INTERSTATE ALL BATTERY					
		I-1901001003186	610-4360-426	SUPPLIES BATTERIES	000000	79.90
01-1399	NEVE'S UNIFORMS, INC.					
		I-RP-034378	610-4360-426	SUPPLIES UNIFORM PANTS, GLOVES	000000	76.95
01-2918	DAKOTACARE					
		I-031615	610-4360-415	GROUP INSURAN HEALTH INSURANCE - APRIL	000000	2,437.31
01-2962	COMPANION LIFE					
		I-032015	610-4360-415	GROUP INSURAN LIFE INSURANCE - APRIL	000000	14.85
01-2994	CHAMBERLIN ARCHITECTS					
		I 3 - 2015	610-4360-422-01	CIP DESIGN AT DEADWOOD VISITOR CENTER	000000	13,659.04
01-3712	PASSPORT PARKING, INC.					
		I-1826	610-4360-422	PROFESSIONAL MOBILE PAY/METERS	000000	20.75
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						16,850.69
01-0320	WHITE'S CANYON MOTORS					
		I-610335	610-4361-426	SUPPLIES TUBE, CLAMPS, BUSHINGS, SCREW	000000	83.74
		I-610394	610-4361-426	SUPPLIES SHOCKS	000000	196.90
		I-610396	610-4361-426	SUPPLIES ROD, NUTS	000000	197.62
		I-610494	610-4361-425	REPAIRS SOLEN	000000	96.55
01-0360	ABC BUSINESS SUPPLY					
		I-8087	610-4361-426	SUPPLIES COPY PAPER	000000	9.90
01-0575	SOUTHSIDE OIL					
		I-88017	610-4361-426	SUPPLIES DIESEL	000000	3,582.51
01-0578	TWIN CITY HARDWARE & LU					
		I-D319302	610-4361-426	SUPPLIES SAW, DRYWALL SCREEN	000000	16.48
		I-D320219	610-4361-426	SUPPLIES 24 PK WATER	000000	11.98
		I-E11021	610-4361-426	SUPPLIES KEYS	000000	3.96
		I-E12233	610-4361-426	SUPPLIES WATER BOTTLES, WOOD CLEANER	000000	45.96

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-E13303	610-4361-426	SUPPLIES	FOAM BRUSH, BOX CONNECTOR	000000 6.36
		I-E13304	610-4361-426	SUPPLIES	POWER BITS	000000 7.96
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-40729	610-4361-425	REPAIRS	ROTORS,CALIFERS,DISC PAD SET	000000 1,641.89
		I-1-40732	610-4361-425	REPAIRS		000000 490.00
		I-1-40858	610-4361-425	REPAIRS	REPAIR FLAT TIRE	000000 15.00
01-1503	BLACK HILLS SPECIAL SER					
		I-3409	610-4361-422	PROFESSIONAL	TROLLEY CLEANING - FEB.	000000 1,081.00
01-1626	SERVALL UNIFORM AND LIN					
		I-2234791	610-4361-426	SUPPLIES	TOWELS & MATS	000000 48.31
		I-2237845	610-4361-426	SUPPLIES	TOWELS & MATS	000000 56.96
		I-2240660	610-4361-426	SUPPLIES	TOWELS & MATS	000000 48.31
		I-2243918	610-4361-426	SUPPLIES	TOWELS & MATS	000000 56.96
		I-2246980	610-4361-426	SUPPLIES	TOWELS & MATS	000000 49.40
01-2918	DAKOTACARE					
		I-031615	610-4361-415	GROUP INSURAN	HEALTH INSURANCE APRIL	000000 2,551.46
01-2962	COMPANION LIFE					
		I-032015	610-4361-415	GROUP INSURAN	LIFE INSURANCE - APRIL	000000 9.90
01-3641	ALL AROUND AUTO, LLC					
		C-288330	610-4361-425	REPAIRS	RETURN OF ROD END	000000 112.64-
		C-289134	610-4361-425	REPAIRS	RETURN OF 2 IDLER PULLEYS	000000 65.98-
		I-287392	610-4361-426	SUPPLIES	GAUGE	000000 6.89
		I-287463	610-4361-426	SUPPLIES	HALOGEN LAMP	000000 53.94
		I-287953	610-4361-426	SUPPLIES	ANTIFREEZE	000000 132.39
		I-287955	610-4361-426	SUPPLIES	24 QTS OIL	000000 76.80
		I-288013	610-4361-425	REPAIRS	ROD END	000000 112.64
		I-288155	610-4361-426	SUPPLIES	RIVETS	000000 25.49
		I-288563	610-4361-426	SUPPLIES	ANTIFREEZE	000000 99.96
		I-288943	610-4361-426	SUPPLIES	AIR & OIL FILTERS, OIL, FUSE	000000 336.30
		I-288973	610-4361-426	SUPPLIES	OIL FILTERS, TRANS.FLUID	000000 38.67
		I-288985	610-4361-426	SUPPLIES	EPOXY, EXHAUST FLUID	000000 248.90
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						11,262.49
FUND 610 PARKING/TRANSPORTATION TOTAL:						28,113.18

4/03/2015 9:32 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 25

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS POWER & LIG					
	I-F-M 15 BHP	611-4362-428	UTILITIES	630 BROADWAY	000000	2,286.31
01-0602	CENTURY LINK					
	I-6055787701MAR15	611-4362-428	UTILITIES	PHONE SERVICE - PKNG RAMP	000000	253.80
01-0966	PETTY CASH-FINANCE OFFF					
	I-040115	611-4362-426	SUPPLIES	CLEANING SUPPLIES	000000	7.55
01-3151	KONE INC.					
	I-221700785	611-4362-426	SUPPLIES	MAINTENANCE FOR REC/RAMP	000000	133.40
				DEPARTMENT 362	MAIN STREET RAMP	TOTAL:
						2,681.06
				FUND	611	MAIN STREET RAMP
						TOTAL:
						2,681.06

4/03/2015 9:32 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 26

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 701 RUBBLE SITE

DEPARTMENT: 324 RUBBLE SITE

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0575	SOUTHSIDE OIL					
		I-88017	701-4324-426	SUPPLIES DIESEL	000000	663.57
				DEPARTMENT 324 RUBBLE SITE	TOTAL:	663.57
				FUND 701 RUBBLE SITE	TOTAL:	663.57

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 27

PACKET: 03497 COMBINED - 4/7/15

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-030315	725-4000-429	OTHER EXPENSE TIF - STAGE RUN	000000	729.30
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	729.30
			FUND	725	TIF #8 DEADWOOD STAGE RUN	TOTAL: 729.30
					REPORT GRAND TOTAL:	492,397.78

Sales & Use Tax Return

Additional Bill

4-6-15

South Dakota

Department of Revenue

Reporting Period: 03/2015

Return Due: 04/23/2015

1018-0924-ST

MUNICIPAL UTILITIES

CITY OF DEADWOOD

102 SHERMAN ST

DEADWOOD, SD 57732-1309

Confirmation Number: 109263725724442055

A. Sales and Use Tax				Rate	Tax Due
1. Gross Sales				\$53,793.14	
2. Use Taxable				\$0.00	
3. Non-Taxable Sales				\$0.00	
4. Special Jurisdictions (Indian Country, Reservations)					
5. State Sales and Use Tax				\$53,793.14	4.00%
					\$2,151.73
B. City Tax					
City	Taxable	Code	Rate	Taxable	Code
Deadwood	\$47,235.14	093-2	2.00%	\$5,982.86	093-1
				1.00%	
Total City Tax Due					\$1,004.53
C. Tourism Tax					
D. Other Taxes					
E. Totals					
Total Tax Due					\$3,156.26
Allowance					\$47.34
Total Due					\$3,108.92

AIA® Document B105™ – 2007

4-6-15
6A

Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the 3rd day of February in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Deadwood
62 1/2 Dunlop Street
Deadwood, SD 57732

and the Architect:
(Name, legal status, address and other information)

FourFront Design, Inc.
517 Seventh Street
Rapid City, SD 57701

for the following Project:
(Name, location and detailed description)

Deadwood Cold Storage Flood Hazard Remediation
Deadwood, SD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

| See Scope of Services in attached letter dated January 13, 2015 (Attachment A)

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information. The Designated agent of the owner will be the Public Works Director, Ron Green.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Fee Schedule:

Investigative.....	\$1,750.00
Final Design.....	\$2,000.00
Bidding.....	\$700.00
Construction Administration.....	\$1,500.00
Total Compensation.....	\$5,950.00

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one and one half percent (1.5 %).

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within Eighteen (18) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.) In agreeing to the Termination of Agreement desired by the Client, and in keeping with the Client's desire to utilize the instruments of services of FourFront Design, Inc. to complete the project through Others, the Parties agree that, all fees currently due shall be paid FourFront Design, Inc. prior to FourFront's release of designs and/or electronic documentation for the purpose of completing the projects using the services of Others. FourFrontDesign, Inc. agrees to indemnify and hold harmless the City of Deadwood and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which the City of Deadwood may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of FourFront Design, Inc. in connection with this agreement or services performed or materials provided pursuant to this contract.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Charles Turbiville Mayor
City of Deadwood, SD

(Printed name and title)

ARCHITECT

(Signature)

Curt Huus PE,LS
Senior Vice President, Secretary

(Printed name and title)

Init.



January 13, 2015

Mr. Ron Green
City of Deadwood
62-1/2 Dunlop Street
Deadwood, SD 57732

Re: Proposals to provide professional services for Flood Hazard Review and Remediation of Cold Storage

Dear Mr. Green:

Thank you for requesting this proposal for professional services from FourFront Design, Inc. We're pleased for the opportunity to be able to bring the Cold Storage facility up to standards for special flood hazard zones.

1. Remediation of Cold Storage to meet Flood Hazard Standards

A. Project Understanding

The Deadwood Cold Storage Project completed in 2014 has been identified as located in a special flood hazard zone. The existing facility may not meet the requirements for commercial buildings below the base flood elevation. The structure will need to be reviewed against flood hazard construction standards and possible improvements added to ensure the structure will be anchored to prevent flotation, collapse or lateral movement and capable of resisting hydrostatic and hydrodynamic loads. It is assumed that the building is below the base flood elevation by no more than 4 feet.

B. Scope of Services

- a. Investigative – Following receipt of the base flood elevation, the design team will analyze the existing structure, run calculations and provide solutions to bring the building into compliance with special flood hazard standards.
- b. Contract Documents – The design team will prepare construction documents based on the approved solutions above. Architectural and Structural specification information will be on the drawing sheets. A minimal project manual with front end info, bidding info and misc. specifications, as necessary, will be prepared. The design team will review the

- contract documents at 75% with the owner, incorporate any comments and, with notice to proceed, finalize the documents into a bid package.
- c. Bidding. The design team will issue documents to plan rooms, hold a prebid conference with contractors, answer contractor questions, issue addenda, attend the bid opening and assist with contract negotiation.
 - d. Construction Administration. The design team will attend the preconstruction meeting and provide one (1) site visit. The design team will issue RFP's and supplemental instructions, review and make recommendations on pricing, answer contractor questions, and review shop drawings as required.

C. Schedule

FourFront Design has developed a preliminary schedule for Proposal 1. Following a signed contract, we would anticipate that the scope of design services could be completed in the following timeframe:

- Investigative (Following Receipt of Site Data on Base Flood Elevation).....1 week
- Final Design.....2 weeks
- Bidding.....3 weeks
- Construction Administration

D. Fees

FourFront Design will provide the services stated in this proposal for a fixed fee of \$5,950.00 plus applicable taxes and reimbursable expenses. If the Investigative phase finds that no additional work is needed to bring the facility to flood hazard standards a major portion of the fee will be reduced.

Additional Services for Proposal

- a. In order to complete the Investigative Phase portion, FourFront Design will require site survey services to determine the base flood elevation and the finish floor elevation relative to it. If this data does not exist, FourFront Design would coordinate this service through a partnering survey firm but it is not currently included as part of this proposal. Our partnering firm, Professional Mapping and Survey, LLC (Randy Diebert rdl@rushmore.com 605-722-8133) can provide the professional survey services for a fixed fee of an amount they would determine (Estimated at \$850.00 plus tax). They would provide you with a separate contract for this work.
- b. Additional meetings or additional design alternatives to that outlined in the scope above will be provided for at an hourly rate. Prior to proceeding with such additional services, FourFront will make the owner aware of it as such and submit a written proposal of additional fees for the owner's acceptance.

- c. Should the owner and structural engineer advise/desire a Geotech Soils report, FourFront will assist the owner in soliciting proposals from Geotech Engineers. The contract for Geotech services shall be directly with the owner and the fees for such are not included here.

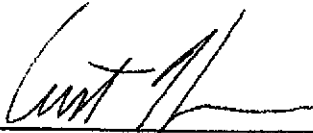
Acceptance

If this proposal meets with your acceptance, please sign and date where indicated below. This signature will initiate the creation of an Architectural/Engineering Contract.

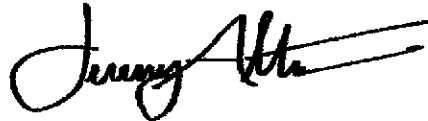
Thank you for your consideration of FourFront Design, Inc.

Sincerely,

FourFront Design, Inc.



Curt Huus, V.P./Secretary



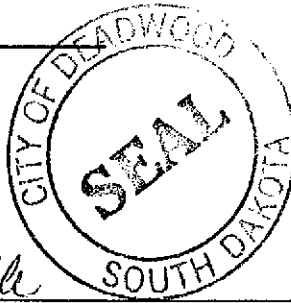
Jeremy Altman, Project Manager

Accepted by:

City of Deadwood



Mayor



Mary Nelson
Attest:

2.2-15

Date

ATTACHMENT

FourFront Design, Inc.
2014 Reimbursable Expenses
(Subject to change periodically)

Reimbursable Expenses:

Automobile Mileage	\$0.565/mile
Long Distance Phone Calls	Cost
Faxes	\$0.22/each
Data Expense (Records, Maps, etc.)	Cost
Plotting	\$0.75/sq ft
Photocopies- Black & White	\$0.09/page
Photocopies- Color	\$0.55/page
Photographs	\$1.00/print
Lodging	Cost
Per Diem	Based on GSA rates
Other	Cost + 10%

4-6-15
~~4-6-15~~
6C

Prepared by:
Quentin L. Riggins
Gunderson, Palmer, Nelson & Ashmore, LLP
P.O. Box 8045
Rapid City, SD 57709-8045
(605) 342-1078

QUIT CLAIM DEED

City of Deadwood, a South Dakota municipality and political subdivision of the State, Grantor, which address is 108 Sherman Street, Deadwood, South Dakota 57732, for and in consideration of One Dollar (\$1) and other good and valuable consideration, conveys and quitclaims to **Adrian A. Newkirk, Jr.** Grantee, whose address is 39 Lincoln Ave., Deadwood, South Dakota 57732, the following-described real estate in the County of Lawrence, State of South Dakota:

Lot 9 Except N. Triangular Part of Lot 9 Block P, City of Deadwood, Lawrence County, State of South Dakota

Together with all improvements, buildings and appurtenances thereto appertaining or belonging; subject to easements, restrictions and reservations of record.

Dated this _____ day of _____, 2015.

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor, Grantor

ATTEST:

Mary Jo Nelson
Finance Officer

State of South Dakota)
) ss.
County of Lawrence)

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

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

Notary Public, South Dakota

(SEAL)

My Commission Expires:

CERTIFICATE OF REAL ESTATE VALUE [SDCL 7-9-7(4)]

State of South Dakota, County of Lawrence

COURTHOUSE USE ONLY

Book _____ Page _____

Ratio Card No. _____

Seller(s): City of Deadwood
Name(605) 722-5900

Phone Number

Mailing

Address 102 Sherman Street
Street/Box NumberDeadwood
CitySD 57732

State/Zip Code

Buyer(s): Adrian A. Newkirk, Jr.
Name

Phone Number

Current

Mailing 39 Lincoln Ave.
Address Street/Box NumberDeadwood
CitySD 57732

State/Zip Code

NEWMailing _____
Address Street/Box Number

City _____

State/Zip Code _____

OWNER OCCUPIED – THIS BOX TO BE COMPLETED BY BUYER ONLY

These items are important to complete for property to continue to be classified as owner occupied for a lower property tax rate.

Property is currently classified as owner-occupied

YES ☐ NO ☐

Property will be occupied by buyer on _____ (date)

YES ☐ NO ☐

Property will be principal residence of buyer on the above stated date

YES ☐ NO ☐

Do you own any other residential property in the United States?

YES ☐ NO ☐☐ If yes, state location _____

Signature (BUYER ONLY) _____

Legal Description (Please include the number of acres for unplatted properties)

Lot 9 Except N. Triangular Part of Lot 9 Block P, City of Deadwood, Lawrence County, State of South Dakota

(1) Date of Instrument _____

(2) Type of Instrument:

Contract for Deed ☐Warranty Deed ☐Executor's Deed ☐Mineral Deed ☐Quit Claim Deed ☒Trustee's Deed ☐Administrator's Deed ☐Gift ☐

Other (specify) _____

(3) Items Involved in Transaction

(a) Was this property offered for sale to the general public? YES ☒ NO ☐(b) Relationship between buyer and seller? YES ☐ NO ☒(c) Was this property sold by owner ☒ agent ☐(d) Actual Consideration Exchanged: \$7,650.00(e) Adjusted price paid for real estate: \$-0-

(actual consideration less amount paid for major items of personal property which are listed below)

In the blanks below, list any major items of personal property and their value which were included in the total purchase price (i.e. furniture, inventory, crops, leases, franchises): _____

(4) Was there Buyer Financing YES ☐ NO ☒ If yes, items (a) and (b) below MUST be completed

(a) Type of Buyer Financing – check where applicable

Conventional Bank Loan ☐ Like Kind Exchange ☐Cash Sale ☐ Assumed Mortgage ☐FHA, FmHA, SDHA Loan ☐ Farm Credit Service ☐Contract for Deed ☐ [must complete part (b)]Other ☐(b) Contract for Deed YES ☐ NO ☐ (if yes, MUST complete items below)

Down Payment \$ _____

Monthly/Yearly Payment \$ _____

Interest Rate _____ %

No. of Payments _____

Balloon Payment \$ _____

Signature of seller, Buyer, or agent of _____

Date _____

4-6-15

66

Type of Event:

- ☐ Run ☐ Walk ☐ Bike Tour ☐ Bike Race ☐ Parade ☐ Concert
☐ Street Fair ☒ Triathlon ☐ Rodeo Ground Use ☐ Pavilion Use
☐ Other (specify) _____

Event Title: Lead/Deadwood Elementary School 4th & 5th Grade TriathlonEvent Date(s): 5/13, 14/15
(month, day, year)

Total Anticipated Attendance: _____

(# of Participants 110 # of Spectators _____)Actual Event Hours: (from): 8:00 (AM) PM (to): 11:00 (AM) PMLocation / Staging Area: Sherman & Charles Parking lot, Deadwood Rec Center, Mickelson TrailSet up/assembly/construction Date: 5/13, 14/15 Start Time: 7:00 (AM) PM

Please describe the scope of your setup / assembly work (specific details):

Cone and tape off biking and running lanes in parking lot and bp lanes in the rec center.Dismantle Date: 5/13, 14/15 Completion time: 11:00 (AM) PMList any street(s) requiring closure as a result of this event. Include **street name(s)**, **day**, **date** and **time** of closing and time of re-opening:No closure necessary. Traffic control needed at Cemetery Street, Bulk Plant, Webb Crossing, Deadwood Gulch, Highway 14A at the Mickelson Trail.

- ☐ Commercial (for profit)
☒ Noncommercial (nonprofit)

Sponsoring Organization: Lead/Deadwood School DistrictChief Officer of Organization (NAME): Dr. Dan LeikvoldApplicant (NAME): Will Malde Business Phone: (605) 717-3884Address: 711 Main St Deadwood SD 57132
(city) (state) (zip code)Daytime phone: (605) 717-3884 Evening Phone: (605) 717-3884 Fax #: (605) 717-2823Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.Name: N/AAddress: _____
(city) (state) (zip code)Contact person "on site" day of event or facility use Will Malde Pager/Cell #: 605-890-6550
(Note: This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.

NO

YES

☐☒

Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, non profit status).

☒☐

Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s):

Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

We start the event with a 4 mile bike race from the Sherman/Charles Street parking lot to the intersection of Highway 385 and the Mickelson trail and then back to the start line. Students will then run to a designated position behind the Super 8 motel and then back to the Deadwood Rec center. At this time they will swim 20 lengths in the pool.

Supervision will be provided by the school system, City of Deadwood, Game, Fish and parks, Kiwanis, P.T.O. and other organizations. Set-up will be a joint effort of the school and city. All garbage and clean-up will be the responsibility of the school.

NO

YES



Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.



Will items or services be sold at the event? If **YES**, please describe:



Does this event involve a moving route of any kind along streets, sidewalks or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide a written narrative to explain your route.



Does this event involve a fixed venue site? If **YES**, attach a detailed site map showing all streets impacted by the event.

In addition to the route map required above, please attach a diagram showing the overall lay-out and set-up locations for the following items:

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: N/A

If you intend to cook food in the event area, please specify the method to be used:

 GAS ELECTRIC CHARCOAL OTHER (specify):

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

(NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition.

Number of trash cans: Trash Containers w / lids:

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility:

The school will provide trash cans / bags and will be
picked up by School personnel.

- Other Related Event Components not covered above.
- For Pavilion Use or Days of '76 Complex, please complete information on page 5:

1. Date / Time requested for set up or preparation of facility: _____

2. Date / Time clean up and restoration of facility will be completed: _____

3. Please indicate facilities requested for use:

NO	YES		NO	YES	
<input type="checkbox"/>	<input type="checkbox"/>	Bleachers / 76 Complex	<input type="checkbox"/>	<input type="checkbox"/>	Restrooms / 76 Complex
<input type="checkbox"/>	<input type="checkbox"/>	Grandstand / 76 Complex	<input type="checkbox"/>	<input type="checkbox"/>	Stock corrals / 76 Complex
<input type="checkbox"/>	<input type="checkbox"/>	Arena / 76 Complex	<input type="checkbox"/>	<input type="checkbox"/>	Lighting / 76 Complex
<input type="checkbox"/>	<input type="checkbox"/>	Baseball Field / 76 Complex	<input type="checkbox"/>	<input type="checkbox"/>	Arena parking lot / Complex 76
<input type="checkbox"/>	<input type="checkbox"/>	Electrical Hookup / 76 Complex	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other (specify) <u>Deadwood</u>
<input type="checkbox"/>	<input type="checkbox"/>	Pavilion Use (If YES, please complete Agreement on pages 9 through 11.)			<u>rec center</u>

4. Please indicate city services requested:

NO	YES	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Preparation (if yes, complete detail in # 5 below)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Clean up (if yes, complete detail in # 6 below)

5. Please describe preparation or set-up required for your activity in detail: _____

Putting up lane ropes

6. Please give a detailed description of clean up and restoration of facility to its pre-use condition:

Students will be required to do garbage policing duties on the
Mickelson trail, Deadwood City Park, playground and the
Deadwood rec center.

Please describe your procedures for both Crowd Control and Internal Security: N/A

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

All areas of the triathlon are disability accessible.

REQUIRED: It is the applicant's responsibility to comply with all City, County, State and Federal Disability Access Requirements applicable to this event.

NO

YES



Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

(city)

(state)

(zip code)

Security Director (Name): _____

Business phone: _____



Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators:

Please indicate what arrangements you have made for providing First Aid Staffing and Equipment?

Number 1 Ambulance(s) – How provided? From Hospital

Number _____ Emergency Medical Technicians – How provided? _____

School Nurse and multiple adults certified in medical emergency

APPLICANT specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located in or stored in or upon DEADWOOD's property pursuant to the activity for which approval is being sought and that DEADWOOD shall not be responsible for any damage or loss to or of APPLICANT's property which results from any cause or reason with regard to personal property owned by APPLICANT stored or located on DEADWOOD's property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: WM

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

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

4-6-15
6H

April 6, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Permission to Advertise for Seasonal Workers

SUMMARY

I am requesting permission to advertise for:

- 8 seasonal workers for the Parks Dept.
- 4 part-time seasonal workers for the Parks Dept. (20 hrs per week)
- 7 part-time seasonal workers for Mt. Moriah (10-30 hrs per week)
- 2 seasonal workers for the Streets Dept
- 1 part-time permanent worker for the Rubble Site

4-6-15
6 I

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.

CITY OF DEADWOOD

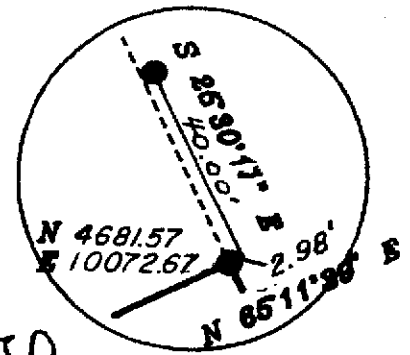
By: _____
Charles Turbiville, Mayor

ATTEST:

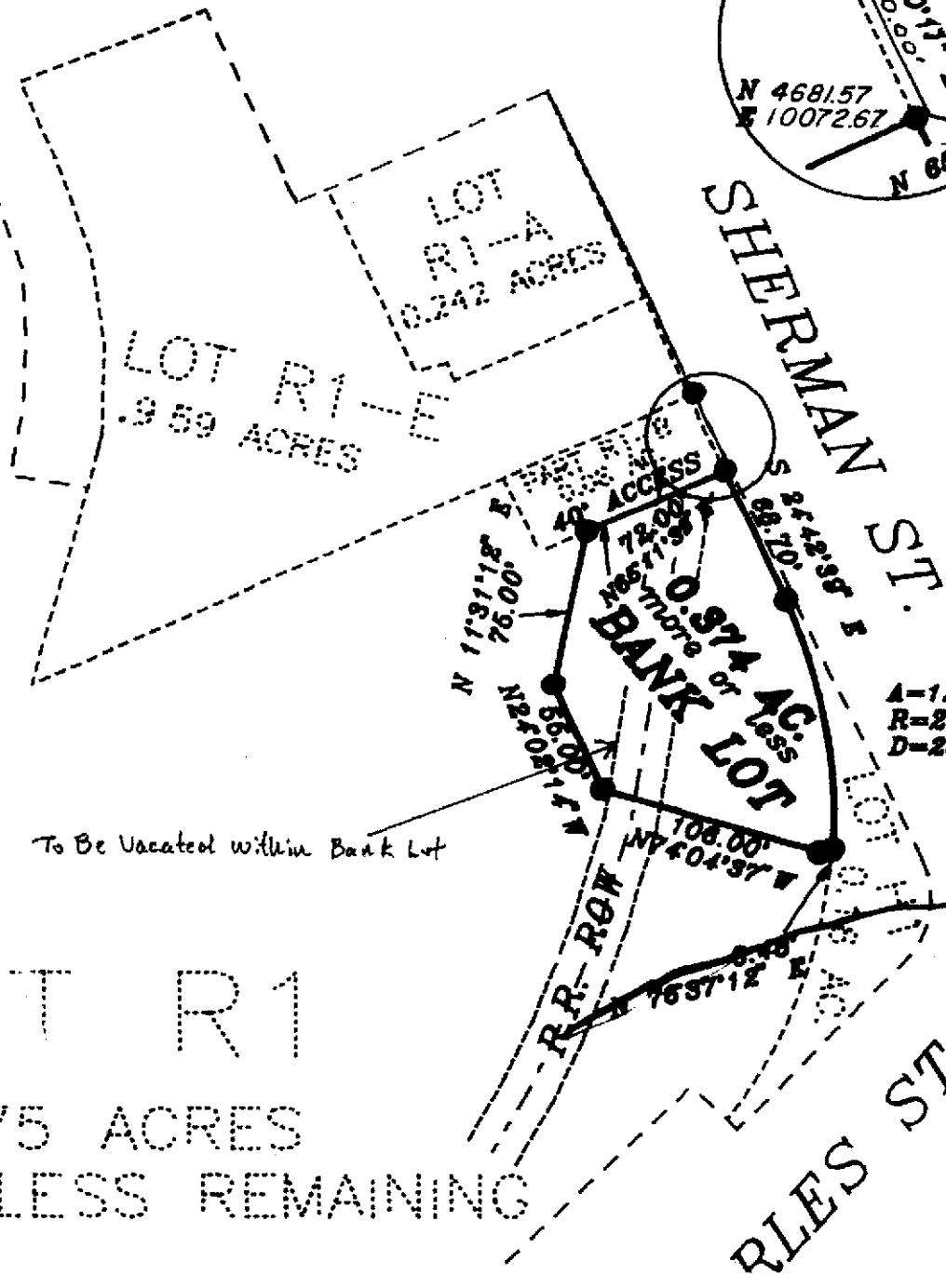
Mary Jo Nelson, Finance Officer

Exhibit A

DETAIL OF TIE INFORMATION



3/4



LOT R1
7.375 ACRES
OR LESS REMAINING

4-6-15
6J

RESOLUTION 2015-10

**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;

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.

CITY OF DEADWOOD

ATTEST:

Charles Turbiville, Mayor

Mary Jo Nelson, Finance Officer

4-6-15
6K

AGREEMENT BETWEEN CITY OF DEADWOOD AND
ASIAN AMERICAN COMPARATIVE COLLECTION, UNIVERSITY OF IDAHO

This agreement is made by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives Department (hereinafter referred to as "CITY") and Asian American Comparative Collection with the University of Idaho (hereinafter referred to as "UNIVERSITY OF IDAHO").

The purpose of this agreement is to set forth the terms and conditions of the agreement between CITY and UNIVERSITY OF IDAHO to provide the translation of artifacts (thirty-four (34) opium can lids and seventy-one (71) opium pipe bowl fragments) unearthed during the 2001-2004 Deadwood Chinatown Archaeological investigations.

UNIVERSITY OF IDAHO has the experience and expertise to create and prepare translation notes.

Based upon the representations and understanding of each party, CITY and UNIVERSITY OF IDAHO agree as follows:

1. The parties agree it is UNIVERSITY OF IDAHO's responsibility to comply with all local and state laws relating to workman's compensation, register, report and pay all necessary taxes and insurance, including, but not limited to Social Security, FICA, Unemployment Insurance and comply with the Equal Employment Opportunities Act.
2. UNIVERSITY OF IDAHO shall provide its own office space, equipment and materials needed to meet the requirements of this agreement.

3. CITY shall provide two (2) three-ring binders and a flash drive of high resolution photographs of the above-described artifacts. Upon completion of the work described herein UNIVERSITY OF IDAHO shall return the two (2) three-ring binder and the flash drive in fair condition.

4. UNIVERSITY OF IDAHO shall create and provide CITY with transcription of the Chinese characters found on each artifact, including but not limited to the name of the manufacturer, location of the manufacturer, date of creation and any other information contained on the artifact by December 31, 2015

5. On the basis both parties recognize no more than two thousand four hundred (2,400.00) shall be expended in performing the translation; CITY shall provide a prioritizing list to UNIVERSITY OF IDAHO.

6. UNIVSERSITY OF IDAHO may subcontract portions of this agreement, at their cost. However, all translation shall be performed by fully trained and qualified translators.

7. Upon the objects being returned to CITY, UNIVERSTY OF IDAHO shall submit an invoice for work completed and be paid no more than two thousand four hundred dollars (\$2,400.00) by CITY.

8. Either party may terminate this agreement upon providing the other party with thirty (30) days' notice, in writing, and served upon the other party via certified mail; however, within one (1) week of such notice, UNIVERSITY OF IDAHO shall return the photographs provided by CITY and work completed to date to CITY.

9. UNIVERSITY OF IDAHO is an independent contractor and this agreement shall not be construed as creating any type of relationship, including, but not

limited to, principal and agent, or employer and employee between CITY and UNIVERSITY OF IDAHO.

10. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with applicable state and federal law; and

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

Dated this ____ day of _____, 2015.

CITY OF DEADWOOD

By _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2015.

Asian American Comparative Collection,
University of Idaho,

State of _____)
County of _____) SS

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared _____ as _____ of the Maryland Archeological Conservation Laboratory, known to me or satisfactorily proven

to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

SOUTH DAKOTA ASSOCIATION OF CODE ENFORCEMENT

— An Affiliate of the South Dakota Municipal League —

INFORMATION and TRAINING CONFERENCE

May 6-7, 2015

Highland Conference Center • Mitchell, SD

4/6/15
6N

Wednesday, May 6

- 8:30 – 9:00 **Registration** – *Pre-Function Area outside Winchester/Remington/Beretta*
- 9:00 – 9:15 **Welcome** – *Winchester/Remington/Beretta*
- 9:15 – 11:45 **Towards a More Effective Code Enforcement Strategy**
Dale Powers, MA, AICP
Dale Powers is an independent code enforcement consultant based in Clear Lake, Minnesota. Mr. Powers has nearly 20 years experience working with and for local governments. As a city administrator, city planner, county planner, and zoning administrator, he has worked in urban, suburban, and rural communities. He also taught freshman-level government classes at Central Lakes College in Brainerd, Minnesota, and is skilled at presenting dry, technical topics in a manner easily understood by lay audiences. His paper *Towards a More Effective Code Enforcement Strategy* was published in the March 2012 edition of the American Institute of Certified Planner's trade publication *Practicing Planner*.
- 11:45 – 1:00 **Lunch** – *Benelli*
- 1:00 – 2:30 **Towards a More Effective Code Enforcement Strategy** *cont'd*
- 2:30 – 2:45 **Break** – *Pre-Function Area outside Winchester/Remington/Beretta Room*
- 2:45 – 3:15 **Business Meeting**
**update by Geoff Fillingsness, SoDACE scholarship winner that attended the AACE conference in Oct. of 2014*
- 3:15 – 5:00 **Condemnation Procedures & Cost Assessments***
Tom Frieberg, Frieberg, Nelson & Ask L.L.P.
Geoff Fillingsness, Code Enforcement Officer, City of Beresford
**An A-Z packet of materials will be provided for this session*
- 5:30 **Social and Dinner and Presentation of the Code Enforcement Officer of the Year Award** – *Benelli*

Thursday, May 7

- 9:00 – 10:15 **Code Enforcement Training and Certification: Reviewing options for cities and towns in South Dakota** – *Winchester/Remington/Beretta*
Roy Fyffe, American Association of Code Enforcement (AACE)
- 10:15 – 10:30 **Break** – *Pre-Function Area outside Winchester/Remington/Beretta Room*
- 10:30 – Noon **Code Enforcement Training & Certification** *cont'd*

SOUTH DAKOTA ASSOCIATION OF CODE ENFORCEMENT

— An Affiliate of the South Dakota Municipal League —

INFORMATION and TRAINING CONFERENCE

May 6-7, 2015 • Highland Conference Center • Mitchell, SD

Registration Form

(Please Print)

Municipality _____

Name

Title

Email

Registration Fee and Deadline:

Advance Registration: \$50 for SoDACE members; \$90 for non-members

On-Site Registration: \$60 for SoDACE members; \$100 for non-members

*Fees listed are per person.

Return registration form with payment by April 17th to: SD Association of Code Enforcement
No refunds will be given after April 17, 2015.

208 Island Drive
Ft. Pierre, SD 57532

Room Reservations:

One block of rooms has been reserved at the **Comfort Inn and Suites** at a rate of \$89.00 + tax.

A second block of rooms has been reserved at the **Hampton Inn** at a rate of \$79.00 + tax.

****IMPORTANT: to guarantee this rate your reservation must be made by April 21, 2015.** Be sure to mention you are with the Code Enforcement Association.

Comfort Inn & Suites
2020 Highland Way
Mitchell, SD 57301
605-990-2400

Hampton Inn
1920 Highland Way
Mitchell, SD 57301
605-995-1575

OFFICE USE ONLY:	DATE: _____	CHECK #: _____	AMOUNT: _____
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CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

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

4-6-15
60

April 6, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Snow Blower for the Park Dept. John Deere tractor

SUMMARY

We had budgeted for a snow blower attachment for one of our John Deere tractors. The budgeted amount was for \$3200.00. The quoted price at this time (perhaps due to near end of the snow season) is for \$2,636.78 from RDO Equipment Co.

RECOMMENDATION

It is my recommendation that approve purchasing of a snow blower attachment, for one of our John Deere tractors, from RCO Equipment Co.



Investment Proposal (Quote)

RDO Equipment Co.
1540 Deadwood Avenue
Rapid City SD, 57702
Phone: (605) 348-1566 - Fax: (605) 348-7496

Proposal for:
CITY OF DEADWOOD
102 SHERMAN STREET
DEADWOOD, SD, 57732
(605) 578-2600

Investment Proposal Date: 3/31/2015
Pricing Valid Until: 4/30/2015
Deal Number: 764679
Customer Account#: 2600065
Sales Professional: Curt Dugger
Phone: (605) 348-1566
Fax: (605) 348-7496
Email: CDugger@rdoequipment.com

Equipment Information

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD	0	New 2015 JOHN DEERE 54SB	\$2,636.78
Equipment Subtotal:				\$2,636.78

Purchase Order Totals

Balance:	\$2,636.78
Total Taxable Amount:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$2,636.78
Cash with Order:	\$0.00
Balance Due:	\$2,636.78

Equipment Options

Quantity	Serial Number	Year / Make / Model	Description
1	TBD	2015 JOHN DEERE 54SB	02C1M - 54" SNOWBLOWER QUICK HITCH 2010 - LEOS FRONT QUICK HITCH 3010 - LESS POWER TAKE OFF 4003 - IMPL DRIV &UPSTP X4/5/7 HDGT

RESOLUTION 2015-08

4-6-15
10A

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.

Mayor

ATTEST:

Finance Officer

Adopted: April 6, 2015.

Published: April 9, 2015.

Effective Date: April 29, 2015.

4-6-15
10B

Memo

TO: Mayor Turbiville and City Commission

FROM: Mary Jo Nelson, Finance Officer

DATE: April 6, 2015

RE: City Slot Contracts

The Lodge at Deadwood has given notice that they wish to exercise their option to extend the city slot agreement by three years, which is allowed under the attached contract dated June 4, 2012. First Gold has not yet expressed an interest to do so, although they have the same option.

Contracts for Cadillac Jacks, Tin Lizzie and Silverado were signed on June 22, 2009 and have already exercised their option for one extension. Those contracts will expire on June 30, 2015 and thirty-five city slots will be scheduled for auction sometime prior to June 30, 2015.



4/6/15
10B

To Mary Jo Nelson City of Deadwood:

This letter is to notify the City of Deadwood that the Lodge at Deadwood wishes to exercise our option to extend the agreement of our current City Five Cent Slot Machine Lease for an additional three years. This would be for both groups of five devices we currently occupy. Let me know if there any additional steps we would need to take. Thank you.

Thanks

Weston Pleinis 3-21-2015

Weston Pleinis
Casino General Manager
Lodge at Deadwood
605-571-2111
casinogm@deadwoodlodge.com

CITY FIVE CENT SLOT MACHINE LEASE
AND
OPERATING AGREEMENT

This Agreement is made and entered into on this 4th day of June, 2012, by and between the Lodge at Deadwood, of Deadwood, South Dakota, hereinafter referred to as **OWNER**, and the **CITY OF DEADWOOD**, a municipal corporation of the State of South Dakota, hereinafter referred to as **DEADWOOD**.

WITNESSETH

The parties acknowledge that Deadwood has been authorized by SDCL 42-7B-44 to purchase or lease fifty (50) up to and including five-cent (5¢) slot machines to be placed in businesses with retail gaming licenses. The parties further acknowledge that Deadwood has advertised for and requested bids for leasing space in retail licensed gaming businesses, for leasing from gaming businesses up to and including five-cent slot machines, and entering into agreements for the operation of said up to and including five-cent slot machines. The parties further acknowledge that OWNER was a successful bidder for ten (10) up to and including five-cent (5¢) slot machines in the total amount of Sixty-two Thousand Five Hundred and No/100ths Dollars (\$62,500.00).

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

- 1) For and in consideration of the sum of Zero Dollars (\$0.00) per year, to be paid from DEADWOOD to OWNER, OWNER agrees to let and lease to the City of Deadwood ten (10) up to and including five-cent (5¢) slot machines along with sufficient space in OWNER'S retail licensed business for said ten (10) up to and including five-cent (5¢) slot machines, for a period of one (1) year with said lease payment due and payable from the City of Deadwood to OWNER at the end of the three (3) year lease period.
- 2) For and in consideration of the sum of Sixty-two Thousand Five Hundred and No/100ths Dollars (\$62,500.00) per year for ten (10) machines to be paid from OWNER to DEADWOOD, OWNER shall be entitled to keep and receive all revenue from such machines. OWNER agrees to operate and maintain said up to and including five-cent (5¢) slot machines during the three (3) year lease period term commencing on the 1st day of July, 2012, and ending on the 30th day of June, 2015, for the use and benefit of DEADWOOD. This sum in the amount of

(WP)

Sixty-two Thousand Five Hundred and No/100ths Dollars (\$62,500.00) shall be payable as follows:

- a) The sum of Fifteen Thousand Six Hundred Twenty-five and No/100ths Dollars (\$15,625.00) shall be due and payable on or before the 30th day of June, 2012.
- b) Monthly payments for the balance owing each year in the amount of Four Thousand Two Hundred Sixty-one and 36/100ths Dollars (\$4,261.36) per month which shall be due and payable on or before the 31st day of the month for the months of July through May of each year of this lease with the first payment due and payable in such amount on or before the 31st day of July, 2012, and like payments on the 31st day of each month thereafter.
- 3) Such payments shall be made to the City of Deadwood as net proceeds generated from the operation of the up to and including five-cent (5¢) slot machines under this Agreement to be forwarded by DEADWOOD to the South Dakota Commission on Gaming for deposit in the South Dakota Gaming Commission fund.
- 4) OWNER shall be responsible for all maintenance, repairs, and all other operations connected with the up to and including five-cent (5¢) slot machines including all record keeping, accounting, and such other requirements or procedures as may be imposed or required at any time by DEADWOOD or the South Dakota Commission on Gaming.
- 5) The City up to and including five-cent (5¢) slot machines placed under this agreement shall be licensed and stamped by the South Dakota Commission on Gaming. Neither this Lease Agreement nor any rights obtained hereunder may be transferred to any other retail licensee without the express written consent of DEADWOOD.
- 6) In the event that South Dakota laws are changed so as to allow for an increase in the number of gaming devices allowed per building for any building in Deadwood by more than twenty-five percent (25%), OWNER shall have the right to terminate this Lease upon ninety (90) days written notice to DEADWOOD prior to the end of the year for which OWNER wishes to terminate this Lease, at which time the City will be allowed to enter into a lease and operating agreement or other agreement for up to and including five-cent (5¢) slot machines at any other retail licensed gaming business in the City of Deadwood.
- 7) Except as set forth above, OWNER shall not have the right to terminate this Lease at any time during the lease period and in the event that OWNER fails to make any payment required herein when due, DEADWOOD may immediately cancel and terminate this Lease and operating agreement provided, however, that such cancellation and termination shall not relieve OWNER of its obligation to

make all of the payments required under this agreement as a penalty and liquidated damages. OWNER specifically acknowledges that said penalty and liquidated damages are fair and due and owing DEADWOOD and specifically acknowledges the right of DEADWOOD to collect the same in the event of default by OWNER in the making of any payment when due under this agreement. OWNER further specifically agrees that upon such cancellation and termination DEADWOOD may enter into a Lease Agreement with another retail licensed business for such canceled or terminated nickel slot machines.

8) OWNER acknowledges and agrees to the extent that this Agreement is contingent upon an appropriation by the City of Deadwood being made available for the purpose of paying lease payments under this Lease and if such funding is not available from such sources, or in the event sufficient money is not appropriated, this Lease is null and void and said Lease shall expire at the end of the fiscal year for which the last funding shall be made available for the lease payments required under this Lease. Further, in the event that this Lease or any City of Deadwood action or proceeding or provision of SDCL 42-7(b) is declared illegal or unlawful or amended so as to remove authorization for this Lease, or in event that any action or proceeding by the City of Deadwood is set aside by reason of a legal challenge or referral, this Lease shall be null and void and terminated without penalty to DEADWOOD.

9) In further consideration of the sums to be paid OWNER to DEADWOOD under this agreement, DEADWOOD grants to OWNER an option to extend the term of this agreement for an additional three (3) years from and after the expiration of this agreement on the 30th day of June, 2015. This option may be exercised by OWNER by giving DEADWOOD written notice of its intent to exercise this option, which notice must be received by DEADWOOD on or before the 30th day of April, 2015.

Dated this 4th day of June, 2012.

OWNER:

Weston Dennis

CITY OF DEADWOOD

By: Francis Toscana
Francis Toscana, Mayor

ATTEST:

Mary Wilson
City Finance Officer



RESULTS OF CITY SLOT MACHINE AUCTION HELD JUNE 4, 2012 AT 10:00 A.M.

Info Regarding 2012 Auction

Total by Round

ROUND	BIDDER #	BIDDER NAME	# MACH	PER MACHINE	TOTAL
1	2	First Gold	5	\$ 7,000.00	\$ 35,000.00
2	5	Lodge at Deadwood	5	\$ 6,000.00	\$ 30,000.00
3	5	Lodge at Deadwood	5	\$ 6,500.00	\$ 32,500.00

15	\$	19,500.00	\$ 97,500.00
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Total by Licensee

BIDDER	TOTAL ALL ROUNDS	25% DOWN
First Gold	\$ 35,000.00	\$ 8,750.00
Lodge at Deadwood	\$ 62,500.00	\$ 15,625.00

\$	97,500.00	\$ 24,375.00
----	-----------	--------------

BSNS IMPROVEM TAX BILLED SEPARATELY

	TOTAL DEVICES	BID TAX PER YEAR PER DEVICE	TOTAL PER MCNTH
Lodge at Deadwood	10	\$ 20,000.00	\$ 1,666.67
First Gold	5	\$ 10,000.00	\$ 833.33
TOTAL	15	\$ 30,000.00	\$ 2,500.00
per device		\$	166.67

Results of City Slot Machine Auction Held June 15, 2009

Info regarding 2009 Auction

Total by Round

ROUND	BIDDER #	BIDDER NAME	# MACH	PER MACHINE	TOTAL
1	6	Tin Lizzie	5	\$ 4,300.00	\$ 21,500.00
2	3	Cadillac Jacks	5	\$ 6,200.00	\$ 31,000.00
3	3	Cadillac Jacks	5	\$ 6,000.00	\$ 30,000.00
4	4	Silverado	5	\$ 5,400.00	\$ 27,000.00
5	1	Gold Dust/Four Aces	5	\$ 5,600.00	\$ 28,000.00
6	1	Gold Dust/Four Aces	5	\$ 5,500.00	\$ 27,500.00
7	6	Tin Lizzie	5	\$ 5,000.00	\$ 25,000.00
8	1	Gold Dust/Four Aces	5	\$ 5,000.00	\$ 25,000.00
9	4	Silverado	5	\$ 4,500.00	\$ 22,500.00
10	4	Silverado	5	\$ 4,400.00	\$ 22,000.00
			50	\$ 51,900.00	\$ 259,500.00

Total by Licensee

BIDDER	TOTAL ALL ROUNDS	25% DOWN
C Jacks	\$ 61,000.00	\$ 15,250.00
Silverado	\$ 71,500.00	\$ 17,875.00
Tin Lizzie	\$ 46,500.00	\$ 11,625.00
G Dust/Four Aces	\$ 80,500.00	\$ 20,125.00
	\$ 259,500.00	\$ 64,875.00

BSNS IMPROVEM TAX BILLED SEPARATELY

	TOTAL DEVICES	BID TAX PER YEAR PER DEVICE	TOTAL PER MONTH
C Jacks	10	\$ 20,000.00	\$ 1,666.67
Silverado	15	\$ 30,000.00	\$ 2,500.00
Tin Lizzie	10	\$ 20,000.00	\$ 1,666.67
Gold Dust/Four Aces	15	\$ 30,000.00	\$ 2,500.00
	50	\$ 100,000.00	\$ 8,333.33
per device		\$ 166.67	



2727 N Plaza Dr.
Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

4-6-15
10 C

Quote

No.: **48212**

Date: **3/19/2015**

Prepared for:

Ms. Mary Jo Nelson
Deadwood City Of-Finance
102 Sherman Street
Deadwood, SD 57732 U.S.A.

Account No.: 92
Phone: (605) 578-2600
Fax: (605) 578-2084

Qty	Description	UOM	Sell	Total
1	Adtran NetVanta 1335 Multi-Service Access Router with PoE - 24 port	EA	\$1,855.00	\$1,855.00
2	Adtran NetVanta 1335 Multi-Service Access Router - 24 port	EA	\$1,235.00	\$2,470.00
8.00	Labor Estimate	HR	\$110.00	\$880.00

Celebrating 30 Years of Service

Your Price: **\$5,205.00**

Freight: \$20.00

SubTotal: \$5,225.00

Total: \$5,225.00

Prices are firm until 4/2/2015

Prepared by: Dennis Servaty, dennisservaty@goldenwest.com

Date: 3/19/2015

Accepted by: _____ **Date:** _____

Disclaimer

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply. Applicable taxes and/or additional freight charges may be added on to the invoice.

Terms: 30% down payment required for sales of \$ 5,000.00 or more, with the balance due Net 15 days of invoicing. A 40% fee may be added to any account that is sent to collections due to failure to pay.

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

DEADWOOD

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

4-6-15
10D
ROBERT NELSON
City Planner/Zoning Administrator
Telephone: (605) 578-2082
Fax: (605) 578-2084
robjr@cityofdeadwood.com

Design and Construction Services

Date: March 20, 2015
To: Deadwood City Commission
From: Robert Nelson, City Planner/Zoning Administrator
Re: 2016 Capital Improvement Project/Highway 85 Project

Before you is a proposal from Tallgrass Landscape Architecture, LLC to develop concept drawings, engineer's construction estimate, topographic survey of the project location, construction plans, bidding, and construction administration on the projected 2016 Powerhouse Park Project.

Powerhouse Park is a project that is directly related to the Highway 85 reconstruction project and is required to be constructed as part of a taking of property in Gordon Park and is a protected park site through the Land and Water Conservation Fund. This project is also partially funded through the Recreation Trails Program in the amount of \$50,000. This \$50,000 grant was awarded to the City of Deadwood in 2014 and these funds must be expended in 2016 or we forfeit the grant funds.

It is vital that we begin the design process and obtain an engineer's estimate for construction cost for the upcoming budget hearings and to prepare for a 2016 construction.

This office believes the proposed costs related to this project are fair for the services provided and a professional design is required for the grant funds and recommends approval to enter into contract with Tallgrass Architecture for design and construction services.

Action:

Motion to enter into contract with Tallgrass Landscape Architecture, LLC in the amount not to exceed \$21,185 and be paid from the Historic Preservation Highway 85 budget and direct the city attorney to prepare a contract.

4-6-15

 TALLGRASS LANDSCAPE ARCHITECTURE, LLC

25138 Little Italy Road
Custer, SD 57730
605.517.1899
605.440.2254

info@tallgrasslandscapearchitecture.com
www.tallgrasslandscapearchitecture.com

Proposal for Services

Project: Powerhouse Park, City of Deadwood, South Dakota
Date: March 19, 2015

Bob Nelson, Jr
Zoning Administrator
City of Deadwood
Planning and Preservation Office
108 Sherman Street
Deadwood, SD 57732

Mr. Nelson,

Thank you for asking Tallgrass Landscape Architecture to submit this proposal to develop a plan for Powerhouse Park. We are honored to be asked to facilitate developing a lasting vision for this location, and have been interested in this project since we became aware of the potential for it at the South Dakota AIA conference last year.

From our conversation, we understand that you would like to develop a practical vision for the long term development of the park, and that a portion of this effort is for your planning purposes to develop a reasonable estimate of costs and a specific vision to help obtain various grants and financing. In addition, you would like to proceed through construction documentation with a plan of beginning construction in 2016.

We understand that a current project is providing an extension from the Mickelson Bike Trail as a boardwalk along the creek edge and ties in to the old Powerhouse foundation and concrete piers. The Powerhouse Park project ties into that boardwalk, expanding public access to the ruins and Whitewood Creek. Features may include rebuilding a portion of the ruins of the smoke stack and adding picnic areas, site trails, interpretive signage and river access.

We propose to provide landscape architecture services that will include schematic site design, design development, cost estimating, construction documentation, bidding, and construction administration.

The following scope outlines our commitment to this project:

Project Schedule:

The project schedule is expected to be as follows, but is open to change during the process.

Significantly shortening or elongating the schedule may affect the scope and fees.

- A. Start Date: When Approved
- B. Expected End Date of Schematic Design: June 22, 2015
- C. Construction Documentation: July-September 2015 with a construction target of summer 2016

City's General Project Responsibilities

In order to adequately support the project during its duration the City shall:

- A. Provide available base data, including any available land surveys, photographs, aerial imagery and other data that may be necessary to the project

- A. Inform landscape architect of known governmental requirements, including zoning, ordinances and permit requirements, known special restrictions, and zoning conditions as they pertain to project
- B. Allow staff time to attend and plan for meetings
- C. Provide coordination between staff, commissioners and other entities within the city that need or should be involved in the project as it progresses
- D. Provide schedule, meeting reservations, advertising and staff support for Historic Review and any other required public meetings
- E. Provide construction bid advertising, developing contractor interest if necessary, bid opening, preparing bid analysis and contract negotiation.

Consultant's General Project Responsibilities

In order to adequately develop the project during its duration the Landscape Architect shall:

- A. Set Up Reference Systems for the project information to document and collect the project information relevant to our work
 - i. This information is available during and after the project to those authorized and who request it
- B. Participate in Project Meetings:
 - i. Prepare for and Deadwood Project Meetings as required
 - a. A small focus group of one or two representatives from the City and staff from Tallgrass can meet to direct the project work and development throughout the process. Other guests are welcome, as seen fit by the City
- C. Procure a complete survey for the park (See attached proposal from sub consultant.)
 - i. We will utilize this and aerial photography as base drawings

Our detailed project approach follows:

1.2 Site Analysis Phase & Schematic Design Phase

In order to identify the physical attributes and limitations of the site relative to the Project Program, the Landscape Architect shall coordinate with Survey and City Staff to:

- A. Identify existing site conditions and features such as topography, drainage patterns, vegetation, including significant specimen plants, water elements, structures, views, and known off-site considerations relevant to the Project Program and as they pertain to project
- B. Confirm general location of available utilities as they pertain to project
- C. Analyze existing site conditions to identify physical attributes and limitations of the Project site as they pertain to project
- D. Conduct a site visit to review these items
- E. Review applicable governmental requirements, including zoning, ordinances and permit requirements, known special restrictions, and zoning conditions as they pertain to project
- F. Advise the owner of tests and surveys, such as soils analysis, utility survey, and/or property boundary survey, that may be required as they pertain to the project
- G. Submit findings in the form of the following deliverables:
 - i. letter or memo summarizing the findings, if requested
 - ii. plan view drawing summarizing the physical attributes and limitations, if requested
 - iii. summary description of needed tests and surveys, if requested

Based on the Site Analysis Phase findings, the Landscape Architect shall explore design options and develop a schematic design through the following:

- H. Participate in one meeting with City Staff to determine programmatic elements of the proposed park.

- I. Prepare studies and relational diagrams for the organization and placement of proposed park elements taking in consideration the existing site features and other program requirements
- J. Prepare drawings illustrating design concepts for the form and configuration of the park elements on the site
- K. Evaluate alternative design concepts and, in conjunction with the Owner, identify a preferred design concept.
- L. Based on the preferred design concept, prepare or modify the schematic design plan illustrating the form and configuration of the proposed improvements on the site.
- M. Prepare an opinion of probable costs to construct the proposed improvements, including a recommended contingency
- N. Submit the plan, details, cost opinion, and other deliverables as appropriate comprising the Schematic Design submittal to you for review and approval. This submittal is to be sufficient for grant application needs.

1.3 Design Development Phase

Based on the Schematic Design approved by the Owner, the Landscape Architect shall refine and sufficiently detail the proposed form of the improvements to fully convey the design intent through the following:

- A. Participate in one meeting with City Staff for the purpose of design development
- B. Revise and refine the Schematic Design plan to spatially define the location of the proposed improvements in relation to both the existing site features and the other proposed improvements
- C. Continue to prepare drawings illustrating design concepts for the form and configuration of the Program elements on the site as the design for the detail features
- D. Prepare design detail sketches illustrating the proposed form, materials, color, and textures of the proposed improvements
- E. Prepare supplemental drawings as required to illustrate the design intent:
 - i. Overall site plan
 - ii. Site feature plans
 - iii. Detail landscape grading and drainage plan
 - iv. Planting plan
 - v. Other Plans as necessary
- F. Prepare outline specifications for applicable areas of work
- G. Submit the plans, preliminary details, and other deliverables as appropriate comprising the Design Development submittal to the Owner for review and approval

1.4 Construction Document Phase

Based on the approved Schematic Design and Design Development communications that occur during the development of the final plans, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- A. Participate in up to two meeting with City Staff as necessary
- B. Prepare construction plans including:
 - i. Overall site plan
 - ii. Demolition plan
 - iii. Staking (or layout) plans
 - iv. Detail area plans
 - v. Landscape grading and drainage plan

- vi. Erosion control plan
- vii. Planting plan
- viii. Furnishings plan
- ix. Site signage plan
- C. Prepare construction details to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements
 - i. Site amenities & features
 - ii. Grading and drainage improvements
 - iii. Surfacing improvements including driveways, walkways, trails and any special surfaces
 - iv. Site signs
 - v. Planting and landscape surfacing
- D. Prepare construction specifications for the proposed improvements
- E. Update the opinion of probable cost to construct the proposed improvements
- F. Prepare documents suitable for review for compliance with applicable governmental requirements and assist the Contractor in the submission process to governmental agencies
 - i. Floodplain Development permits
 - ii. US Army Corps of Engineers 33 CFR 325 and other USACE permitting
 - iii. Other required permits specifically related to this project
- G. Address timely and applicable review comments received from agencies and revise the Construction Documents for compliance when required
- H. Submit digital copies of final documents; physical copies shall be reimbursable costs

1.5 Bidding and Construction Phase

The Landscape Architect shall:

- A. Make contract documents available through various plan houses
- B. Lead the pre-bid conference and document the proceedings
- C. Clarify the Construction Documents as required through the preparation and issuance of addenda

The Landscape Architect shall provide the following administration services associated with the construction of the Project:

- D. Lead the pre-construction conference
- E. Review and take appropriate action on shop drawings and change order requests submitted for approval
- F. be available to answer questions via phone, email and fax during construction
- G. Undertake periodic observation of the work in progress for conformance with Construction Documents,
- H. Evaluate the completed work to determine acceptance or non-acceptance based on conformity with the design intent expressed in the Construction Documents
- I. Undertake a final walk through and develop a punch list of items that require finishing or modification to conform to the plans

Additional Services (Not in this contract)

These Phases are traditionally the following steps after Master Planning or Concept Planning, and are not part of this contract:

- A. Detailed project scheduling (critical path, milestone completion dates, or other methods)

- B. Representing the project at Public County or City meetings, public review or design review hearings
- C. Special studies or reports
- D. Life cycle cost analyses
- E. Expert witness testimony
- F. Irrigation Plans
- G. Electrical or lighting plans
- H. Long-distance travel to inspect materials and equipment of potential suppliers
- I. Permitting services beyond those described in section 1.3F, such as storm water discharge permit from the South Dakota DENR, the Grading permit, signage permits, and Erosion control permits
- J. Assisting with Marketing/Feasibility Studies
- K. Complete site 3D models
- L. Post-Construction Services such as Preparing record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor

While the above services are not included in the base fee, we are available to negotiate a set fee or work hourly for any of the above items.

Schedule:

As discussed, we are prepared to begin work upon receiving written authorization. Our expectation is that the survey is the first step and that primary work will not begin until it is received. Because of the snow the survey will not be available immediately so preliminary work will be planned for April and the Schematic Design phase will take place during May and the beginning of June. Design Development and Construction Documents will follow throughout the summer and fall with the goal of bidding the project so that construction is ready to begin as early as possible in 2016

Compensation:

Based upon our understanding of the project our proposed total Lump Sum fee is noted below. Significant modifications to the scope or modifications to the schedule will require a review and modifications to the fee when warranted.

Schematic Design through Construction Documentation	\$14,000.00
Interstate Engineering	\$ 3,685.00
TOTAL DESIGN COST (not to exceed)	<u>\$ 17,685.00</u>

In order to most efficiently serve the City of Deadwood and the needs of this project, we proposed to undertake the Bidding and Construction phase on a 'hourly, not to exceed' basis in addition to the design costs noted above.

Bidding and Construction (not to exceed)	\$3500.00
---	------------------

Billing:

Tallgrass Landscape Architecture, LLC bills at the end of the month or at the conclusion of the work. Direct expenses of applicable sales tax are charged at cost. Minor printing, local travel, and other expenses typically associated with a project like this are included. Printing for oversized documents and the Concept Booklet are not included in our fee and an additional \$500.00 is recommended to be reserved for that expense. Our proposed fees are based upon our hourly rates which are as follows:

Matt Fridell, PLA, Principal	\$90.00
Tanya Olson, PLA, Principal	\$90.00
Office Time/Staff	\$45.00

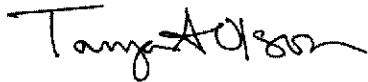
*Tallgrass Proposal for Services
Powerhouse Park, City of Deadwood, South Dakota*

March 19, 2015

The services of our sub-consultant shall not exceed its maximum amount payable identified in their proposal unless a prior written approval has been issued by your authorized representative. Proposed sub-consultant fees include a 10% surcharge. Their proposal is attached to this proposal for your review.

We are excited to work on another project with you! We intend to make our effort representative of our appreciation of the people at the City of Deadwood and to our willingness to go the extra mile to make this project work.

Thanks again!



Tanya Olson
Landscape Architect

Tallgrass Landscape Architecture, LLC
25138 Little Italy Road
Custer, SD 57730
matt@tallgrasslandscapearchitecture.com
605-517-1899

Authorization to Proceed with the Work Proscribed Herein

Signature: _____ Date: _____

Title: _____



Document G802™ – 2007

4-6-15
10E

Amendment to the Professional Services Agreement

Amendment Number: 001

TO: City of Deadwood
(Owner or Owner's Representative)

In accordance with the Agreement dated: August 12, 2014

BETWEEN the Owner:

(Name and address)

City of Deadwood
102 Sherman Street
Deadwood, SD 57732

and the Architect:

(Name and address)

TSP, Inc.
600 Kansas City Street
Rapid City, SD 57701
TSP 03120821.00 Phase 2

for the Project:

(Name and address)

Utility Improvements for DOT Project HN 0085(20)26 - CA/CO Services
Lead/Deadwood, SD

Authorization is requested

- ☒ to proceed with Additional Services.
☒ to incur additional Reimbursable Expenses.

As follows:

The following Amendment #001 - Phase 2 of CA/CO Services is for the following to be the Base Contract:

- 1) On-site CA/CO for Phase 2 only - Cemetery Street to Burlington St. - with start date of April 2015 and completion date through November 2015. This estimate is based on 2 trips per week for 4 hours per trip for 8 months.

A more detailed project scope and cost breakdown is included in the attached letter dated March 17, 2015.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

Amendment 1 increases the Base Contract by \$34,923 to a Not-to-Exceed amount of \$61,373. Reimbursable fees per Base Contract of \$5,190 includes Phases 1, 2, and 3.

Labor fee is as follows:

Base Contract	\$26,450.00
Amendment #001 - Phase 2	<u>\$34,923.00</u>
Total NTE Amount	\$61,373.00

Time:

Start date for CA/CO services for Phase 2 is April 2015 with completion date through November 2015.

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3/17/2015

Mayor Chuck Turbiville
City of Deadwood
102 Sherman St.
Deadwood, SD
57783

Re: Highway 85 Utility Improvements – City of Deadwood Utilities
Amendment 1 – CA/CO
TSP # 3120821

Dear Mayor Turbiville:

We are currently completing **Phase 1** of the Highway 85 Project and will begin **Phase 2** on April 1, 2015 running through November, 2015.

In summary, our **Base Contract** includes Bidding of the Project, General Construction Services (which extends through all three phases) and Phase 1 on-site Construction Observation and Administration (CA/CO). The Base Contract for all items resulted in an hourly Not to Exceed (NTE) total of \$26,450, plus \$5,190 for reimbursable expenses. A summary of the status each task to date is as follows:

Description	NTE	Accrued/Billed to Date	Credit	Task
Bidding	\$ 4,060	\$ 3,500	\$ 560	Completed
General(Ph. 1,2,3)	\$18,140	\$ 4,843		Through Phase 1
Phase 1 CA/CO	\$ 4,250	\$ 1,733	\$2,517	Ends 3/31/15
Subtotal Base Contract	\$26,450	\$10,076	\$3,077	

As we continue into Phase 2(Beginning April 1 through November 2015), the bulk of the on-site inspection will occur during this phase. We estimate that this Phase 2 CA/CO cost will not exceed \$38,000(See Exhibit A).

Currently our Base not to exceed contract is \$26,450, plus \$5,190 for reimbursable expenses. Of that base contract the General items will continue through all three phases and currently have used 27% of that amount. We are complete with Bidding. As of 3/18/2015 for Phase 1 CA/CO work we have accrued a total of \$1,733 and do not anticipate additional costs before Phase 2 work begins. We will therefore have a credit for completed Tasks in the Base Contract of **\$3,077** that was not used.

As a result we are requesting the following Amendment 1 to increase our NTE contract to from **\$26,450** to **\$61,373** to cover the Base Contract and estimated Phase 2 CA/CO work.

Amendment 1 (Estimated)	\$38,000
<u>Base Contract credit</u>	<u>(\$3,077)</u>
Amendment 1 Request	\$34,923
<u>Base Contract</u>	<u>\$26,450</u>
Total Contact NTE	\$61,373

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

When we get to the final Phase 3 of the Highway 85 project we will again summarize to show the status of this contract.

If you have any questions, please contact me. Upon approval, please sign a copy of the attached Amendment 1 to the AIA contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Morcom". The signature is fluid and cursive, with the first name "Robert" and last name "Morcom" clearly distinguishable.

Robert Morcom, P.E.
Principal

Attachments
Cc. Bob Nelson

DATE: 8/12/2014

EXHIBIT A

RE: Highway 85 - City of Deadwood / LDSO Utility Extensions & Gateway Park

CA/CO

EXHIBIT A

ESTIMATED MANHOURS Bidding & CA/CO

PREPARED BY: TSP, INC.

TSP NO. 3120821.00

PREPARED FOR: City of Deadwood - Phases 1, 2, & 3

Item	DESCRIPTION	Total	Total Fee
Average Hourly Rates			
Task 1 - Bidding			
1.1	Bidding	6	\$850.00
1.2	Pre-Bid Conference - 1/3 of overall time	4	\$690.00
1.3	Addendums / Questions	20	\$2,520.00
1.4	Prepare Notice to Proceed for City PM and distribute to contractor- N/A	0	\$0.00
Other		0	\$0.00
		0	\$0.00
		0	\$0.00
	Sub-total Hours	30	
	Subtotal Task 1 CA/CO Fees		\$4,060.00
Task 2 - Construction Services			
General Items			
2.1	Pre-Construction Meeting- Agenda - Report - 1/3 of overall time	6	\$850.00
2.2	Provide written clarification regarding drawing and spec. questions	8	\$1,000.00
2.3	Review and take action on shop drawings, product submittals, test results, and other submittals	16	\$2,000.00
2.4	Prepare PSA's-N/A	0	\$0.00
2.5	Notify affected Property Owners - N/A	0	\$0.00
2.6	Prepare change orders, extra work, etc. - 2 hrs/m x 24 months	60	\$6,960.00
2.7	Prepare punch list	12	\$1,320.00
2.8	Prepare "Construction Project Close-out Checklist"	6	\$660.00
2.9	Prepare "AS-Built" plans and specifications	16	\$1,460.00
2.11	Prepare letter to SDDENR on completion	2	\$250.00
2.12	Prepare monthly pay request - 24m x 1 hr / request	32	\$3,640.00
2.12	Provide soil compaction testing - N/A	0	\$0.00
2.13	Provide assurance testing - N/A	0	\$0.00
	Subtotal Hrs.	158	
	General Item Fee		\$18,140.00
Phase 1 - Sept 2014 - April 2015 - 8 Months			
Includes work on Cemetery Street and Gateway trail/wall			
2.14	Progress meetings / minutes- 2 hr/mth x 8 mths	16	\$2,000.00
2.15	Daily on-site observation- 4 hrs / wk x 4 wks (Cemetery St.)	16	\$2,000.00
2.16	Daily reports - approx. .5 hr /wk x 4 wks	2	\$250.00
2.17	Stormwater inspections, reports, etc. - N/A	0	\$0.00
	Subtotal Hrs.	34	
	Phase 1 - Fee		\$4,250.00
Phase 2 - April 2015 - Nov 2015 - 8 Months			
Includes work Cemetery St. to Burlington			
2.18	Progress meetings / minutes- 2 hrs/mth x 8	16	\$2,000.00
2.19	Daily on-site observation- 2/wk x 4hrs/trip x 32 wk	256	\$32,000.00
2.20	Daily reports - approx. .5 hr /day x 2/wk x 32 wks	32	\$4,000.00
2.21	Stormwater inspections, reports, etc. - N/A	0	\$0.00
	Subtotal Hrs.	304	
	Phase 2 - Fee		\$38,000.00
Phase 3 - April 2016 - Oct 2016 - 8 Months			
Includes work exception to Pluma and Gateway			
2.22	Conduct progress meetings - minutes- 2 hrs/mth x 8	16	\$2,000.00
2.23	Daily on-site observation- 2/wk x 4 hrs/ trip x 32 wk	256	\$32,000.00
2.24	Daily reports - approx. .5 hr /day x 2/wk x 32 wks	32	\$4,000.00
2.25	Stormwater inspections, reports, etc. - N/A	0	\$0.00
	Subtotal Hrs.	304	
	Phase 3 - Fee		\$38,000.00
	Task 2 Sub-total Hours	800	0
	Task 2 Subtotal CA/CO Fees		\$98,390.00
TASK 1 & 2 - TOTAL Hours & Fee		830	\$102,450.00
Phase 1 - Bidding, General Items, Phase 1 - Sept 2014-Apr. 2015		222	\$26,450.00
Phase 2 - CA/CO - April 2015 - Nov. 2015		304	\$38,000.00
Phase 3 - CA/CO - April 2016 -Oct. 2016		304	\$38,000.00
Total Estimated Bidding & CA/CO Hours		830.00	
Total Estimated Bidding & CA/CO Labor Cost			\$102,450.00
Task 1 & 2 Reimbursable Expenses			
Sub Consultants			
Arlath and Associates			
AET			
Design works			
Printing			\$1,000.00
Mileage/ Meals Approx. 68 trips x 110 mi @ \$0.56			\$4,190.00
Total			\$5,190.00
TASKS 1 & 2			\$107,640.00

46-15
10 F

DEADWOOD DAYS OF '76 RODEO GROUNDS COMPLEX EVENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. A written schedule of activities detailing the type of activity, date of activity, time of activity and duration of activity shall be submitted to the CITY by July 1, 2015;
9. A written agreement with the South Dakota Department of Transportation for a signal light at the intersection of 76 Drive and Main Street and for permission for any proposed signage in the right-of-way, shall be submitted to CITY and put into place no later than June 1, 2015;
10. A written access agreement with Deadwood History, Inc. for access to the Days of '76 Museum, shall be submitted to the CITY and put into place no later than June 30, 2015.
11. APEX shall comply with the CITY's sound ordinance under DCO 8.12;
12. Any and all food service shall comply with SDCL § 34-18;
13. CITY has previously approved an event entitled Iron Horse Deadwood, to take place in the RODEO GROUNDS on August 8, 2015, with Bone Daddy's. APEX shall acknowledge this previously scheduled event and cooperate with Bone Daddy's regarding use of the RODEO GROUNDS so that both events may take place in the RODEO GROUNDS on August 8, 2015.
14. APEX shall provide the CITY with copies of all business and sales tax licenses used on site and a final list of vendors no later than July 24, 2015.
15. CITY reserves the right to request clarification or additional information for any report or plan submitted regarding this event.
16. APEX shall carry public liability insurance in the minimum amount of two million dollars (\$2,000,000.00) per accident, shall name the CITY as additional insured and shall provide the City with evidence of such insurance.

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

18. APEX shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein;

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

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

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

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

[signatures and acknowledgements on following page]

Dated this ____ day of _____, 2015.

CITY OF DEADWOOD

By _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2015.

APEX 1996, LLC

By _____
Tommy Merritt, Member

State of South Dakota)
) SS
County of _____)

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

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

(SEAL)

Notary Public
My Commission Expires: _____

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

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

4-6-15
10 I

April 6, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Hardwood Floor Refinishing

SUMMARY

We budgeted for refinishing the hardwood floors in the History Center and the Recreation Center gymnasium floor. This is to be paid for through the Historic Preservation Capital Asset funding. Budgeted amounts were:

- \$15,000.00 for the History Center
- \$5,000.00 for the gymnasium floor

Quotes were received from David Todd Gossen Hardwoods for a total cost of \$27,950.00 for the two projects and Jensen Hardwood Floor for a total cost of \$20,950.40

Both quotes include replacing a section of flooring in the Greeting Room that was beyond refinishing.

RECOMMENDATION

Although the low quote of \$20,950.40 for both projects is about \$1,000.00 over the amount budgeted. It is my recommendation that we accept the low bid for the two projects from Jensen Hardwood Floor.



1400 DEADWOOD AVE. SUITE A
 DEADWOOD, SD 57724
 605-388-WOOD



Real Wood Floors
Beauty that lasts a lifetime.

PROPOSAL & CONTRACT

OWNER OR GENERAL CONTRACTOR	City of Deadwood	Contract#	20151203-3
STREET		DATE	12 March 2015
CITY, STATE, ZIP		PHONE (N)	
Job Location	History Center / Old Depot	o	605-645-8447 Tom
		tomk@cityofdeadwood.com	

JOB DESCRIPTION: Refinish 354 Sq Ft

AREAS: Baggage Area

3 COAT STREET SHOE FINISH SYSTEM *Natural*
2 Coats Emulsion / 1 Coat Street Shoe Matte Sheen
\$1616.00

*Not Included in Price:

*Repairs if needed @ \$57.50 per man hr + materials

*6% Tax

ALL FLOORS SANDED AND FINISHED TO N.W.F.A GUIDELINES

NOTE:

JENSEN HARDWOOD FLOORS Proposes to perform only the work described above subject to the terms and conditions set forth. If not described above, it is not considered part of the contract.

Owner or Contractor agrees to remove all furniture and appliances unless prior arrangements have been made. Owner or Contractor agrees to disconnect & reconnect ice makers. We will not be responsible for pets, children, security wires, wallpaper, or any leakage of ice makers. A job site must be broomed clean to avoid an added charge. Owner or contractor agrees to furnish sufficient electrical current to operate floor equipment which requires 220V, 30AMP, within 100 feet. Owner or contractor agrees to take care of all touch-ups if necessary. If subfloor prep is needed this will be an added charge. Estimates made from plans or phone are not finalized until job site has been inspected and measured. We will not be responsible for any damage caused by conditions such as faulty construction of the building, ordinary wear and tear, fire or chemical action, faulty maintenance, improper ventilation, excessive moisture or excessive dryness, separation of concrete or settling of walls. JENSEN HARDWOOD FLOORS assumes no liability for imperfections in subfloor and does not guarantee flooring against cupping, buckling, shrinkage of materials due to causes beyond our control. JENSEN HARDWOOD FLOORS does not guarantee white or pickled floors. Hardwood floors are a natural product, therefore JENSEN HARDWOOD FLOORS is not responsible for color variations. Our warranty covers defects from faulty materials or workmanship on the part of JENSEN HARDWOOD FLOORS for 1 year. Final inspection will be performed with N.W.F.A. Standing Rule. Once a job is completed it is now your responsibility to control moisture content in and under your home at all times.

The Owner or Contractor authorizes JENSEN HARDWOOD FLOORS, its employees, agents, workers and representatives to enter the premises for the performance of the work at such time and from time to time as JENSEN HARDWOOD FLOORS deems necessary. The Owner or Contractor agrees that a default shall occur if an invoice is not paid within 7 days from the date issued and further agrees to pay reasonable attorney's fees and cost incurred or paid by JENSEN HARDWOOD FLOORS, whether suit is filed or not, until the account is paid in full. The un-paid balance on invoice(s) shall bear the interest at the rate of 1.5 % per month. Any claim, controversy or dispute arising out of, or relating to, this Proposal and Contract, or the breach thereof, shall be submitted to and decided exclusively in the courts of Pennington County, South Dakota. This proposal is based on current prices and labor rate and is subject to price increases, availability of materials and labor rate change.

Payment:

The Owner or Contractor agrees to pay herewith to JENSEN HARDWOOD FLOORS the sum of \$_____, which the sum be credited to the final invoice. The Owner or Contractor agrees to pay JENSEN HARDWOOD FLOORS the amounts specified in and according to any and all invoices when issued and furnished by JENSEN HARDWOOD FLOORS specifying the work performed or to be performed. If you are not satisfied with the work completed, notify JENSEN HARDWOOD FLOORS in writing within (5) days of job completion so the work can be taken care of in a professionally and timely manner.

With payment as follows:

Due Upon Completion

We wish to Thank you for this opportunity of submitting our bid. If we may be of further assistance to you, please do not hesitate to contact us.

Sincerely,

JENSEN HARDWOOD FLOORS

By: _____

This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance: I hereby accept this proposal and contract as offered and understand the conditions of this contract regarding payment.

Dated: _____ Signed: _____



1400 DEADWOOD AVE. SUITE A
RAPID CITY, SD 57702
605-388-WOOD



Real Wood Floors
Sheddy that lasts a lifetime.

PROPOSAL & CONTRACT

OWNER OR GENERAL CONTRACTOR	City of Deadwood	Contract#	20151203-2
STREET		DATE	12 March 2015
CITY, STATE ZIP		PHONE (H)	
Job Location	History Center / Old Depot		o 605-645-8447 Tom
			tomk@cityofdeadwood.com

JOB DESCRIPTION: Replace 185 Sq Ft 2 1/2" Maple #1 and Better
AREAS: Greeting Room

3 COAT STREET SHOE FINISH SYSTEM *Natural*

2 Coats Emission / 1 Coat Street Shoe Matte Sheen

\$3920.00

City to Provide Dumpster

*Not Included in Price:

*Sub Floor Repairs if needed @ \$57.50 per man hr + materials

*6% Tax

ALL FLOORS INSTALLED SANDED AND FINISHED TO N.W.F.A GUIDELINES

NOTE:

JENSEN HARDWOOD FLOORS Proposes to perform only the work described above subject to the terms and conditions set forth. If not described above, it is not considered part of the contract.

Owner or Contractor agrees to remove all furniture and appliances unless prior arrangements have been made. Owner or Contractor agrees to disconnect & reconnect ice makers. We will not be responsible for pets, children, security wires, wallpaper, or any leakage of ice makers. A job site must be broomed clean to avoid an added charge. Owner or contractor agrees to furnish sufficient electrical current to operate floor equipment which requires 220V, 30AMP, within 150 feet. Owner or contractor agrees to take care of all touch-ups if necessary. If subfloor prep is needed this will be an added charge. Estimates made from plans or phone are not finalized until job site has been inspected and measured. We will not be responsible for any damage caused by conditions such as faulty construction of the building, ordinary wear and tear, fire or chemical action, faulty maintenance, improper ventilation, excessive moisture or excessive dryness, separation of concrete or settling of walls. JENSEN HARDWOOD FLOORS assumes no liability for imperfections in subfloor and does not guarantee flooring against cupping, buckling, shrinkage of materials due to causes beyond our control. JENSEN HARDWOOD FLOORS does not guarantee white or pickled floors. Hardwood floors are a natural product, therefore JENSEN HARDWOOD FLOORS is not responsible for color variations. Our warranty covers defects from faulty materials or workmanship on the part of JENSEN HARDWOOD FLOORS for 1 year. Final inspection will be performed with N.W.F.A. Standing Rule. Once a job is completed it is now your responsibility to control moisture content in and under your home at all times.

The Owner or Contractor authorizes JENSEN HARDWOOD FLOORS, its employees, agents, workers and representatives to enter the premises for the performance of the work at such time and from time to time as JENSEN HARDWOOD FLOORS deems necessary. The Owner or Contractor agrees that a default shall occur if an invoice is not paid within 7 days from the date issued and further agrees to pay reasonable attorney's fees and cost incurred or paid by JENSEN HARDWOOD FLOORS, whether suit is filed or not, until the account is paid in full. The un-paid balance on invoice(s) shall bear the interest at the rate of 1.8 % per month. Any claim, controversy or dispute arising out of, or relating to, this Proposal and Contract, or the breach thereof, shall be submitted to and decided exclusively in the courts of Pennington County, South Dakota. This proposal is based on current prices and labor rate and is subject to price increases, availability of materials and labor rate change.

Payment:

The Owner or Contractor agrees to pay herewith to JENSEN HARDWOOD FLOORS the sum of \$ _____, which the sum be credited to the final invoice. The Owner or Contractor agrees to pay JENSEN HARDWOOD FLOORS the amounts specified in and according to any and all invoices when issued and furnished by JENSEN HARDWOOD FLOORS specifying the work performed or to be performed. If you are not satisfied with the work completed, notify JENSEN HARDWOOD FLOORS in writing within (5) days of job completion so the work can be taken care of in a professionally and timely manner.

With payment as follows: Due Upon Completion

We wish to Thank you for this opportunity of submitting our bid. If we may be of further assistance to you, please do not hesitate to contact us.

Sincerely,

JENSEN HARDWOOD FLOORS

By: _____

This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance: I hereby accept this proposal and contract as offered and understand the conditions of this contract regarding payment.

Dated: _____

Signed: _____



1400 DEADWOOD AVE. SUITE A
DAPIN CITY, SD 57702
605-388-WOOD



PROPOSAL & CONTRACT

OWNER OR GENERAL CONTRACTOR	City of Deadwood	Contract#	20151203-4
STREET		DATE	12 March 2015
CITY, STATE ZIP		PHONE (H)	
Job Location	History Center / Old Depot		605-645-8447 Tom
			tomk@cityofdeadwood.com

JOB DESCRIPTION: Refinish 1540 Sq Ft
AREAS: Main Area

3 COAT STREET SHOE FINISH SYSTEM *Natural*
2 Coats Emulsion / 1 Coat Street Shoe Matte Sheen
\$6377.00

*Not Included in Price:

*Repairs if needed @ \$57.50 per man hr + materials

*6% Tax

ALL FLOORS SANDED AND FINISHED TO N.W.F.A GUIDELINES

NOTE:

JENSEN HARDWOOD FLOORS Proposes to perform only the work described above subject to the terms and conditions set forth. If not described above, it is not considered part of the contract.

Owner or Contractor agrees to remove all furniture and appliances unless prior arrangements have been made. Owner or Contractor agrees to disconnect & reconnect ice makers. We will not be responsible for pets, children, security wires, wallpaper, or any leakage of ice makers. A job site must be broom clean to avoid an added charge. Owner or contractor agrees to furnish sufficient electrical current to operate floor equipment which requires 220V, 30AMP, within 150 feet. Owner or contractor agrees to take care of all touch-ups if necessary. If subfloor prep is needed this will be an added charge. Estimates made from plans or phone are not finalized until job site has been inspected and measured. We will not be responsible for any damage caused by conditions such as faulty construction of the building, ordinary wear and tear, fire or chemical action, faulty maintenance, improper ventilation, excessive moisture or excessive dryness, separation of concrete or settling of walls. JENSEN HARDWOOD FLOORS assumes no liability for imperfections in subfloor and does not guarantee flooring against cupping, buckling, shrinkage of materials due to causes beyond our control. JENSEN HARDWOOD FLOORS does not guarantee white or pickled floors. Hardwood floors are a natural product, therefore JENSEN HARDWOOD FLOORS is not responsible for color variations. Our warranty covers defects from faulty materials or workmanship on the part of JENSEN HARDWOOD FLOORS for 1 year. Final inspection will be performed with N.W.F.A. Standing Rule. Once a job is completed it is now your responsibility to control moisture content in and under your home at all times.

The Owner or Contractor authorizes JENSEN HARDWOOD FLOORS, its employees, agents, workers and representatives to enter the premises for the performance of the work at such time and from time to time as JENSEN HARDWOOD FLOORS deems necessary. The Owner or Contractor agrees that a default shall occur if an invoice is not paid within 7 days from the date issued and further agrees to pay reasonable attorney's fees and cost incurred or paid by JENSEN HARDWOOD FLOORS, whether suit is filed or not, until the account is paid in full. The un-paid balance on invoice(s) shall bear the interest at the rate of 1.5 % per month. Any claim, controversy or dispute arising out of, or relating to, this Proposal and Contract, or the breach thereof, shall be submitted to and decided exclusively in the courts of Pennington County, South Dakota. This proposal is based on current prices and labor rate and is subject to price increases, availability of materials and labor rate change.

Payment:

The Owner or Contractor agrees to pay herewith to JENSEN HARDWOOD FLOORS the sum of \$_____, which the sum be credited to the final invoice. The Owner or Contractor agrees to pay JENSEN HARDWOOD FLOORS the amounts specified in and according to any and all invoices when issued and furnished by JENSEN HARDWOOD FLOORS specifying the work performed or to be performed. If you are not satisfied with the work completed, notify JENSEN HARDWOOD FLOORS in Writing within (8) days of job completion so the work can be taken care of in a professionally and timely manner.

With payment as follows: Due Upon Completion

We wish to Thank you for this opportunity of submitting our bid. If we may be of further assistance to you, please do not hesitate to contact us.

Sincerely,

JENSEN HARDWOOD FLOORS
By: _____

This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance: I hereby accept this proposal and contract as offered and understand the conditions of this contract regarding payment.

Dated: _____ Signed: _____



1400 DEADWOOD AVE. SUITE A
HAMBURG, SD 57048
605-388-5300



PROPOSAL & CONTRACT

OWNER OR GENERAL CONTRACTOR	City of Deadwood	Contract#	20151203-5
STREET		DATE	12 March 2015
CITY, STATE ZIP		PHONE (B)	
Job Location	History Center / Old Depot		o 605-645-8447 Tom
			tomk@cityofdeadwood.com

JOB DESCRIPTION: Refinish 594 Sq Ft
AREAS: 2nd Floor Office and Board Room

3 COAT STREET SHOE FINISH SYSTEM *Natural*
2 Coats Emulsion / 1 Coat Street Shoe Matts Sheen
\$2620.00

*Not Included in Price:

*Repairs if needed @ \$57.50 per man hr + materials

*6% Tax

ALL FLOORS SANDED AND FINISHED TO N.W.F.A GUIDELINES

NOTE:

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The Owner or Contractor authorizes JENSEN HARDWOOD FLOORS, its employees, agents, workers and representatives to enter the premises for the performance of the work at such time and from time to time as JENSEN HARDWOOD FLOORS deems necessary. The Owner or Contractor agrees that a default shall occur if an invoice is not paid within 2 days from the date issued and further agrees to pay reasonable attorney's fees and cost incurred or paid by JENSEN HARDWOOD FLOORS, whether suit is filed or not, until the account is paid in full. The un-paid balance on invoice(s) shall bear the interest at the rate of 1.5 % per month. Any claim, controversy or dispute arising out of, or relating to, this Proposal and Contract, or the breach thereof, shall be submitted to and decided exclusively in the courts of Pennington County, South Dakota. This proposal is based on current prices and labor rate and is subject to price increases, availability of materials and labor rate change.

Payment:

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With payment as follows:

Due Upon Completion

We wish to Thank you for this opportunity of submitting our bid. If we may be of further assistance to you, please do not hesitate to contact us.

Sincerely,

JENSEN HARDWOOD FLOORS
By: _____

This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance: I hereby accept this proposal and contract as offered and understand the conditions of this contract regarding payment.

Dated: _____ Signed: _____



1400 DEADWOOD AVE. SUITE A
RAPID CITY, SD 57702
605-388-WOOD

MEMBER



National
Wood Flooring
Association

Real Wood Floors
Stronger than steel, better than plastic.

PROPOSAL & CONTRACT

OWNER OR GENERAL CONTRACTOR	City of Deadwood	Contract	20151203-6
STREET		DATE	12 March 2015
CITY, STATE ZIP		PHONE (H)	
Job Location	History Center / Old Depot		o 605-645-8447 Toin
			toin@cityofdeadwood.com

JOB DESCRIPTION: Restoration 17 Treads / 18 Risers with Cove Trim
AREAS: Stair Case

3 COAT STREET SHOE FINISH SYSTEM *Natural*
2 Coats Emulsion / 1 Coat Street Shoe Matte Sheen / With Traction Tape
\$3212.00

*Not Included in Price:

*Repairs if needed @ \$57.50 per man hr + materials

*6% Tax

SANDED AND FINISHED TO N.W.F.A GUIDELINES

NOTE:

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Payment:

The Owner or Contractor agrees to pay herewith to JENSEN HARDWOOD FLOORS the sum of \$_____, which the sum be credited to the final invoice. The Owner or Contractor agrees to pay JENSEN HARDWOOD FLOORS the amounts specified in and according to any and all invoices when issued and furnished by JENSEN HARDWOOD FLOORS specifying the work performed or to be performed. (If you are not satisfied with the work completed, notify JENSEN HARDWOOD FLOORS in Writing within (9) days of job completion so the work can be taken care of in a professionally and timely manner.

With payment as follows: Due Upon Completion

We wish to Thank you for this opportunity of submitting our bid. If we may be of further assistance to you, please do not hesitate to contact us.

Sincerely,

JENSEN HARDWOOD FLOORS
By: _____

This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance: I hereby accept this proposal and contract as offered and understand the conditions of this contract regarding payment.

Dated: _____ Signed: _____

Memo

TO: Mayor Turbiville and City Commission

FROM: Mary Jo Nelson, Finance Officer *MJN*

DATE: April 6, 2015

RE: Ordinance #1225-Licensing of Alcoholic Beverages

Our current ordinance regarding licensing is in need of an update to remain in compliance with state law. While the majority of this ordinance merely incorporates state statute into local ordinance, passage will also accomplish the following:

- Bring city into compliance with state law, which states **"the local governing body shall establish rules to regulate and restrict the operation of the special license, including rules limiting the number of licenses that may be issued to any person within any calendar year."**
- Clarify when a public hearing is necessary for special alcohol license, renewal of alcohol license and transfer of license.
- Establish procedures for obtaining an additional convention facility on-sale license. These procedures are currently in resolution form when the law was passed in 2000. Our office gets numerous inquiries regarding this license, and including in ordinance will make it easier for public to obtain this information.
- Include all licensing fees (majority set by statute) in ordinance so that this information is readily available to the public. The same holds true of other paragraphs in this chapter.
- Incorporate hours of sale (paragraph 5.04.020) and clarifies Sunday and Memorial Day sales, which were confusing as stated in current ordinance.

I am suggesting an increase in the special alcoholic beverage license fee from \$20.00 to second day and every day thereafter, to a flat rate of \$50.00 per day. The fee for day first day/only day will remain at \$50.00. This fee is on par or slightly lower than other cities in the region.

Per state statute, local governments are to establish a length of time a license can be issued, not to exceed fifteen days. Paragraph 5.04.100 states that length of time at fifteen days, but can be shortened by City Commission.

Finally, we must establish the number of special licenses in one year that can be issued to one party. I established the number at twenty per year, mostly to accommodate possible special licenses granted to Deadwood History Inc. for events at the Days of '76 Museum. This number can be changed prior to second reading.

I am proposing an increase in special alcohol license fee from \$50.00 for day one and \$20.00 for every day thereafter, to a flat \$50.00 per day fee.

Ordinance #1225
Licensing of Alcoholic Beverages

Article I. General Provisions

5.04.010 Definitions.

5.04.020 "On-sale" service—when prohibited

Article II. Licenses

5.04.030~~40~~ License required.

5.04.040 ~~050~~ *Application for license to conduct business*

5.04.050 *Action by Commission*

5.04.060~~060~~ *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*

<i>Annual License Type</i>	<i>Initial Fee</i>	<i>Renewal Fee</i>
<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>
<i>Convention facility (on-sale) license (CL)</i>	<i>\$100,000.00</i>	<i>\$1,500.00</i>
<i>Special alcohol beverage license, malt beverage retailer, on-sale wine retailer, special on-sale liquor,</i>	<i>\$50 per first day, \$20 days thereafter not to</i>	<i>Special alcohol beverage license, malt beverage</i>

<i>special off-sale South Dakota farm wine dealer</i>	<i>exceed 15 consecutive days</i>	<i>retailer, on-sale wine retailer, special on-sale liquor, special off-sale South Dakota farm wine dealer</i>
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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

CITY OF
DEADWOOD
PUBLIC WORKS DEPARTMENT

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

4-6-15
10K

April 6, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Closure of a portion of Crescent Drive for Days of '76 Grandstands

SUMMARY

The construction project for the remodel of the bathrooms and kitchen facilities under the grandstands at the Days of '76 arena has started. Included in the project is construction of a concrete wall that will serve as both the back wall of the new kitchen facility and a retaining wall for Crescent Dr. Demolition required along Crescent Dr. as well as construction of the concrete wall will require periodic closures of the portion of Crescent Dr. from 76 Drive to the turn off to the baseball fields. The road would be opened up during the night, on weekends and whenever it was not needed for construction activities.

RECOMMENDATION

It is my recommendation that you allow closure of this section of Crescent Dr. for construction activities.

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

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

4-6-15

10L

April 6, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Lee Street Sidewalk

SUMMARY

Since the opening of the Gold Dust Hotel on Lee St., an ongoing safety issue has been identified. The width of Lee St. does not allow adequate room for emergency vehicles to pass when patrons of the Gold Dust Hotel and patrons of the Holiday Inn Express (on the opposite side of Lee St.) are parked in front of their respective Hotels for check-in/out. This occurs regularly throughout the day. It has been determined that the best solution to the problem is to realign and reconstruct the curb and gutter/sidewalk along the Holiday Inn Express side of the street. The realignment would provide an area 85 to 100 feet long of additional width, near the center of the block, for temporary patron parking.

The cost of this realignment is \$15,636.00 with funding to be split 50/50 with the Hotel owners. The City's portion would be \$7,818.00. A memorandum of understanding has been drawn up by our attorney for this cost sharing project.

RECOMMENDATION

It is my recommendation that you allow the Mayor to sign the Memorandum of Understanding, approve hiring Dennis Forgey Construction, LLC for the realignment project and permit the Mayor to sign a Contract with Dennis Forgey Construction, LLC for \$15,636.00.

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into by and between City of Deadwood, a municipal corporation, (hereinafter referred to as "CITY"), and Jeff Lamont, an authorized member of the Gold Dust Lodging Group, LLC, (hereinafter referred to as "LAMONT").

The parties desire an agreement for the construction of a sidewalk no less than five foot (5') wide on the Holiday Inn Express/Gold Dust Hotel side of Lee Street. The purpose of the construction is to provide for additional width of 85-100 feet to Lee Street for vehicles to park along both sides of Lee Street and to provide for a loading zone in front of the Holiday Inn Express and Gold Dust Hotel for hotel patrons to check-in and check-out of the hotels.

The parties have reached an agreement concerning construction of the sidewalk/curb on Lee Street and agree as follows:

WITNESSETH

1. LAMONT shall contribute no more than Seven Thousand Eight Hundred Eighteen and 30/100s Dollars (\$7,818.30) towards the total cost of the construction;
2. CITY shall pay the remaining balance of the construction costs after applying Seven Thousand Eight Hundred Eighteen and 30/100s Dollars (\$7,818.30) from LAMONT;
3. CITY shall hire Dennis Forgey Construction, LLC to perform the sidewalk/curb construction which shall provide for an additional width of 85-100 feet to Lee Street and shall be no less than five (5) foot wide at any point.
4. The construction shall consist of cutting the sidewalk and curb, removing concrete, capping all water lines used for snow melt, pouring new sidewalk, gutter and drain pan, lowering valve boxes, moving sewer cleanout, and installing ADA compliant pads where necessary. Dennis Forgey Construction LLC shall ensure that proper signage and barriers for public safety is installed during the construction and will maintain the sidewalk for the public and hotel patrons to enter and exit hotels safely while construction is proceeding.
5. Parties agree that the new construction on Lee Street will also allow for loading zones in front of the Holiday Inn Express and Gold Dust Hotel;

6. Parties agree that buses may load and unload riders only in front of the Holiday Inn Express. The loading zone in front of the Gold Dust Hotel is only for small vehicle loading and unloading.
7. Parties agree that the new construction on Lee Street will allow for parking on both sides of Lee Street in front of the Holiday Inn Express and Gold Dust Hotel;
8. LAMONT agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any damage to, or malfunction of any heating system located within the existing sidewalk.
9. This Memorandum of Understanding shall be binding upon the parties and their successors, assigns and representatives.

Dated this ____ day of _____, 2015.

CITY OF DEADWOOD

By: _____
Charles Turbiville
Its: Mayor

ATTEST:

Mary Jo Nelson
Finance Officer

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)

ACKNOWLEDGMENT

On this, the ____ day of _____, 2015, before me, the undersigned officer, personally appeared Charles Turbiville who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)

Notary Public, South Dakota
My commission expires: _____

Dated this 1st day of April, 2015.

GOLD DUST LODGING GROUP, LLC

By: [Signature]
Jeffrey Lamont
Its: Authorized Member

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

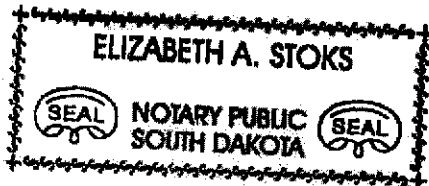
ACKNOWLEDGMENT

On this, the 1 day of April, 2015, before me, the undersigned officer, personally appeared Jeffrey Lamont, an authorized member of the Gold Dust Lodging Group, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)

[Signature]
Notary Public, South Dakota
My commission expires: 03/03/2018





**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182

denr.sd.gov

4-6-15
11A

FOR IMMEDIATE RELEASE: March 27, 2015
FOR MORE INFORMATION: Mark Mayer, (605) 773-3754

**DENR RECOGNIZES CITY OF DEADWOOD FOR DRINKING WATER
COMPLIANCE**

PIERRE - The South Dakota Department of Environment and Natural Resources (DENR) announced today that the City of Deadwood public water system and the system's operation specialists have been awarded a Secretary's Award for Drinking Water Excellence.

The system's operations specialists are Donovan Renner, Randy Pfarr, Scott Reif and Kenneth Allen.

"Safe, high quality drinking water supports a higher quality of life, " said DENR Secretary Steve Pirner. "DENR is proud to honor the City of Deadwood and their operation specialists who supplied to their customers high quality water that met all the requirements of the Safe Drinking Water Act for fourteen consecutive years."

To qualify for the Secretary's Award for Drinking Water Excellence, public water systems and their system operations specialists had to meet all of the following requirements for ten consecutive years or more:

- compliance monitoring and reporting,
- drinking water standards, and
- certification requirements.

4-6-15 11C

Will your business be affected by road construction this season?

Join us for a brown bag lunch & learn:



“Road Construction Marketing”

**Learn & discuss methods you & your staff
can use to assist your business during road
construction.**

NOTE: This is NOT a construction progress update meeting. The schedule of construction update meetings can be found on the City website.

Presenter: Jessica Stori

Public Information Specialist for Project Solution

Lori Frederick, Director DLEDC

Date: Thursday, April 9, 2015

Time: 12:00 pm to 1:00 pm

Where: Homestake Adams Research & Cultural Center (HARCC)
150 Sherman St. Deadwood, SD

No Charge: Please RSVP the DLEDC by April 7, 2015

Phone: 605-722-6939

Email: lori@deadwood.org

Attendees are responsible for bringing their own lunch.

Sponsored by:

Deadwood-Lead Economic Development Corp.

767 Main St. Deadwood, SD 57732