

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
5:00 p.m. March 2, 2015

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

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES OF February 17, 2015**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

A. Deadwood History Inc. requests free trolley on the following dates: May 7 to pick up students from Elementary School Stop 'n' Grow to HARCC and return back to school at 5:00 p.m., May 19 to pick up students from Elementary School Stop 'n' Grow to Days of 76 Museum and return back to school, approve trolley schedule provided in packets to transport campers from Adams House to site for archeology camp from July 13-17 through July 20-24, 2015.

B. Deadwood History Inc. requests approval to renew Pastport program

6. **CONSENT AGENDA**

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

- A. Acknowledge receipt of 2014 Annual Financial Report and authorize Finance Officer to submit to South Dakota Legislative Audit per SDCL 9-22-21
- B. Set Local Review Board Meeting for March 16, 2015 at 10:00 a.m. and request permission to publish notice in official newspaper.
- C. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Anton E. and Beata Schwindt
- D. Permission to renew CustomMicro software at cost of \$3,150 to be paid from Police Department.(budgeted)
- E. Permission to increase wage of Rec Center employee Norma Cooper from \$8.97 hr. to \$9.50 hr. effective February 28, 2015 after three years of service
- F. Permission for Mayor to sign agreement with Don Toms to index eleven receiving books and one lode claim ledger at cost not to exceed \$8,000.00.
- G. Permission for Mayor to sign agreement with Dakota Tree Spraying and Services for protection against mountain pine beetle at cost of \$10,668.00

- H. Permission for Mayor to renew and sign Adaptive Swim Class Contract with Lead-Deadwood School District for Rec Center pool use at fee of \$2,340.00 for 117 hours at \$20.00 per hour from March 22, 2015 to March 22, 2016
- I. Permission for Mayor to sign Contract with Lead-Deadwood School District for use of Rec Center swimming pool for elementary school at cost of \$1,500.00 from March 3, 2015 to May 19, 2015.
- J. Permission for Mayor to sign and renew parking lease with SD Commission on Gaming for five parking spots at Miller Lot at total of \$250.00 per month
- K. Permission for Mayor to sign CAI2 contract for St. Ambrose cemetery restoration phase V
- L. Underwrite and support 2015 Archeology Camp in conjunction with Deadwood History Inc. in the amount of \$3,000.00 from Archeology line item (budgeted)
- M. Permission for Mayor to sign Agreement for Use of Property with Bill Pearson for Archeology camp
- N. Permission to hire Archives intern Chris Bren effective March 9, 2015 at \$8.50 per hour

7. BID ITEMS

- A. Open bids for surplus metal lathe
- B. Accept or reject low bidder for rodeo ground upgrade project. Bids opened on 2:00 p.m. on February 24, 2015. The following bids were accepted: Mac Construction at cost of \$1,268,000.00 and Scull Construction at \$1,229,000.00. If approved, permission for Mayor to sign contract with Scull Construction

8. PUBLIC HEARINGS

- A. Hold public hearing for ATV Events at the Rodeo Grounds: open container, special full temporary liquor license for Chamber of Commerce on Saturday May 16 and Sunday May 17, waiver of vending fees for American Legion only May 16 and 17 and street closure May 16 from 9:00 a.m. to 10:00 a.m. on Main Street.
- B. Set public hearing at 5:00 p.m. on March 16, 2015 for Deadwood Mickelson Trail Marathon: use of Sherman Street Lot June 6 and 7, use of Rodeo Grounds parking area June 7
- C. Set public hearing at 5:00 p.m. on March 16, 2015 for Forks Corks Kegs Event: open container in zones 1 and 2 April 10 and 11.

9. OLD BUSINESS

10. NEW BUSINESS

- A. First reading of Ordinance #1224 to supplement Historic Preservation budget by \$1,029,000.00 to pay for expenditures related to Days of 76 rodeo ground concession and bathroom upgrade
- B. First Reading of Deadwood Codified Ordinance #1204 changes in Chapter 17.68 – Historic Preservation

- C. Discussion of possible easement for Tentexkota to access Mickelson Trail from March 15 to December 15. Set public hearing for input
- D. Permission to hire Forgey Construction to perform work needed to repair Whitewood Creek gabion basket wall adjacent to property at 116 Charles at cost of \$18,862.00.
- E. Purchase trash receptacles and benches in the amount of \$16,904.00 from Historic Preservation Capital Assets (budgeted)
- F. Petition accepted by Finance Office on February 26, 2015 and declared valid. Petition proposes ordinance for: Limited Daily Customer Parking on Main Street, allow diagonal parking on the East side of Main Street from 600-624 Main and 670-688 Main. Parking shall be restricted to two hours per vehicle only from noon to midnight. Set election on April 14, 2015
- G. Petition accepted by Finance Office on February 26, 2015 and declared valid. Petition proposes ordinance for: It shall be unlawful for any entity of any kind whatsoever to move, demolish, or destroy any historic property listed on the State or National Register of Historic Landmark without majority consent of the lawful voters in a municipal election as prescribed by law. Set election on April 14, 2015.

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Information-Deadwood Rec Center will be closed from March 1 to March 7 for cleaning and repairs
- B. Reminder-Bid opening on March 16, 2015 at 5:00 p.m. for .262 acres of real property between Forest and Selbie Street. Minimum bid \$2,000.00.

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

REGULAR MEETING, February 17, 2015

The Regular Session of the Deadwood City Commission convened on February 17, 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, Van Den Eykel seconded to approve the minutes of February 2, 2015. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

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

A & B WELDING	RENTAL	238.28
ABC BUSINESS	SUPPLIES	311.35
AINSWORTH-BENNING	PROJECT	32,736.26
ALBERTSON ENGINEERING	PROJECT	8,775.10
ALL AROUND AUTO	SUPPLIES	1,191.14
ALSCO	MATS	71.57
AMAZON	SERVICE	229.24
AMERICAN LEGAL	SERVICE	1,004.54
AUGUSTANA	CONFERENCE	1,000.00
AVX NORTHWEST	SYSTEM	2,617.00
BH PIONEER	ADS	575.80
BH SECURITY	SERVICE	1,839.70
BH URGENT CARE	TESTING	138.00
BOYER TRUCKS	PUMP	14.65
CHAMBERLIN ARCHITECTS	PROJECT	44,652.79
COMFORT INN	CONFERENCE	1,010.00
DAKOTA SECURITY	SERVICE	579.43
DAKOTA SUPPLY	LOCATOR	760.00
DEADWOOD BUSINESS CLUB	ALLOCATION	33,000.00
DEADWOOD CHAMBER	PRODUCTION	62,500.00
DEADWOOD ELECTRIC	SERVICE	91.72
DRIVERS LICENSE	GUIDE	100.75
DUNCAN PARKING	SUPPLIES	1,347.19
ESRI	CONTRACT	12,000.00
FARMER BROTHERS	SUPPLIES	405.80
FASTENAL	BATTERIES	137.78
FULLER, KELLY	REIMBURSEMENT	828.25
FUROSIS, ED & SUMNERS, JOHN	PAYMENT	20,250.00
GOLDEN WEST	PAGERS	855.40
GOOD SHEPHERD CLINIC	ALLOCATION	1,000.00
HAMANN, ALEX	REIMBURSEMENT	27.05
HAWKINS	CHEMICALS	1,017.10
INLAND TRUCK	SUPPLIES	554.45
INTEGRATED PARKING	MAINTENANCE	592.00
INTERSTATE BATTERY	BATTERIES	522.70
JACOBS WELDING	FLAT BAR/CUTTING EDGES	448.31
KNECHT	SUPPLIES	942.25
KT CONNECTIONS	REPAIR	216.50
LAWRENCE CO. REGISTER	RECORDING	90.00
LEAD-DEADWOOD SANITARY	USAGE	24,554.87
LOWE ROOFING	PROJECT	45,407.00
M & T FIRE	MACHINES	214.90
M&M SANITATION	RENTAL	205.00
MERTENS, KENNETH	REIMBURSEMENT	293.72
MID-STATES ORGANIZED	MEMBERSHIP	150.00
MIDCONTINENT	SERVICE	65.00
MLSC	TEST	246.00
MS MAIL	SERVICE	1,030.08
NARTEC	SUPPLIES	285.36
NEIGHBORHOOD LENDING	REPORT	1,565.23
NETWORK SERVICES	SUPPLIES	391.91
NEVE'S	UNIFORMS	164.85
NORTHERN HILLS TECHNOLOGY	SERVICE	36.00
PIONEER PRODUCTS	SUPPLIES	298.96
QUIK SIGNS	SIGNS	359.88
QUILL	SUPPLIES	325.60
RC JOURNAL	BOOK	95.85
RENNER, DONOVAN	REIMBURSEMENT	433.00
ROGER BROOKS	SERVICE	8,000.00
RUNGE, MIKE	REIMBURSEMENT	169.60
SANITATION PRODUCTS	SUPPLIES	222.80
SD COMMISSION ON GAMING	CITY SLOTS	18,852.27
SD DENR	CERTIFICATION	12.00
SD DEPT OF REVENUE	TAX	2,386.70
SD PUBLIC HEALTH LAB	TESTING	15.00
SERVALL	SUPPLIES	153.58
SD HISTORICAL	GRANT	19,150.00
SOUTH EASTERN COUNCIL	MEMBERSHIP	130.00
SOUTHSIDE SERVICE	REPAIR	762.88
SPECIALTY VEHICLES	MIRROR	963.71
STRETCH'S GLASS	SERVICE	238.36
STURDEVANT'S	SUPPLIES	1,596.33
SYMBOL ARTS	BADGE	95.00
TALLGRASS	PROJECT	360.00
TASER INTERNATIONAL	EQUIPMENT	6,521.70

REGULAR MEETING, February 17, 2015

TEEN COURT	ALLOCATION	8,500.00
TRIDLE, JOHN	REIMBURSEMENT	47.87
TRIPLE K	REPAIR	537.72
TSP	PROJECT	1,682.49
TURBIVILLE, CHARLES	REIMBURSEMENT	359.00
VERIZON	SERVICE	80.02
W.S. DARLEY	KEYS	399.90
WASTE CONNECTIONS	SERVICE	7,754.59
WESTERN COMMUNICATIONS	CONNECTOR	24.00
WHITE'S CANYON	SOLE	96.55
WOW	SERVICE	1,625.51
	TOTAL	\$391,532.89

CONSENT

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

- A. Accept resignation of Gregory Vecchi from Police Department effective January 28, 2015.
- B. Permission to renew system support for File Director Document Manager with Active Date Systems at a cost of \$6,074.54. Cost shared between Finance and Historic Preservation budgets.
- C. Permission for mayor to sign agreement with Midwest Art Conservation Center to provide conservation treatments on textile objects (approved on February 2, 2015.)
- D. Permission for Mayor to sign agreement with Maryland Archeological Conservation Laboratory to provide conservation treatments to 49 items unearthed during 2001-2004 Chinatown investigation at cost of \$2,200.00.
- E. Permission to hire Janet Lanphear as temporary part time employee at Public Works Department at rate of \$17.38 per hour effective March 9, 2015.
- F. Pay City of Lead \$2,535.67 for ½ of Twin City Animal Shelter expenses per agreement.
- G. Pass Resolution 2015-06 Designating Special Events recognized by the City of Deadwood for purposes of Ordinances Section 15.32.100 and 15.32.140.

A RESOLUTION DESIGNATING SPECIAL EVENTS RECOGNIZED BY THE CITY OF DEADWOOD FOR PURPOSES OF ORDINANCES 15.32.100 AND 15.32.140

BE IT RESOLVED by the Deadwood City Commission that the following events, with their respective months of occurrence, are hereby recognized for the year 2015 as "special or civic event(s)" for purposes of Ordinances 15.32.100 and 15.32.140:

<u>Special or Civic Event:</u>	<u>Date(s) of Event:</u>
1. St. Patrick's Day	March 13-14, 2015
2. Cinco De Mayo	May 2, 2015
3. Mickelson Trail Marathon	June 6-7, 2015
4. Wild Bill Hickok Days	June 19-20, 2015
5. Fourth of July	July 4, 2015
6. Days of '76	July 21-25, 2015
7. Sturgis Bike Rally	August 1-9, 2015
8. Kool Deadwood Nites	August 20-23, 2015
9. Deadwood Jam	September 18-19, 2015
10. Oktoberfest	October 2-3, 2015
11. Deadweird	October 31, 2015

Dated this 17th day of February, 2015

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- H. Permission for Mayor to sign contract with Albertson Engineering Inc. at cost not to exceed \$45,000.00. Contract includes additional insurance required by City Commission.
- I. Permission to hire the following at Deadwood Rec Center: Peggy McDonald at front desk at \$10.20 per hour effective March 8, 2015 and Ben Anderson as lifeguard at \$8.50 per hour effective February 19, 2015 pending pre-employment screening.
- J. Permission for Mayor to sign contract with Lescka Inc. for Mickelson Trail boardwalk at cost of \$214,000.00. Commission approved on February 2, 2015.
- K. Permission to enter into contract with Donald Toms to index twelve ledgers at cost not to exceed \$8,000.00 to be paid from Archives, budgeted item.

REGULAR MEETING, February 17, 2015

BID ITEMS

Accept

Todd moved, Van Den Eykel seconded to accept low bid from Rosenbauer opened on February 2, 2015 for fire truck apparatus and reject all options for cost of \$260,926.00, less \$1,925.00 for payment when chassis arrives on site. Purchase to be paid from truck reserve. Roll Call: Aye-All. Motion carried.

Purchase

Silvernail moved, Ruth seconded to allow Fire Department to purchase the following equipment direct from vendor: used TNT equipment from Allegiant at cost of \$12,000.00 and para-tech bags direct from M&T at cost of \$4,520.00. Purchase to be paid from truck reserve. Roll Call: Aye-All. Motion carried.

Change Order

Ruth moved, Silvernail seconded to approve change order #1 to deduct \$5,886 from Rosenbauer contract and allow Fire Department to purchase two hose and reels directly. Roll Call: Aye-All. Motion carried.

Accept

Van Den Eykel moved, Todd seconded to low bid plus alternates from CAI2 Construction for St. Ambrose project in the amount of \$392,709.00. Bids were opened on February 2, 2015. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

3 Wheeler Motorcycle Rally

Public hearing was opened at 5:04 p.m. by Mayor Turbiville. Terry Sankey, on behalf of First Gold and Deadwood Mountain Grand, requested approval for the following:

Street Closure

Silvernail moved, Todd seconded to approve the street closure on Main Street from Four Aces to the Masonic Temple from 6:00 p.m. to 8:00 p.m. or until parade ends. Roll Call: Aye-All. Motion carried.

St. Patrick's Day

Public hearing was opened at 5:06 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber of Commerce requested approval for the following:

Open Container

Friday March 13, 2015

Silvernail moved, Ruth 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 March 14, 2015

Silvernail moved, Van Den Eykel seconded to allow the relaxation of the open container ordinance for same area as approved on March 13, 2014 from 12:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Street Closure/Banner Fees

Silvernail moved, Todd seconded to approve the waiver of banner fees and street closure on Main Street from Wall Street to Deadwood Street on Saturday March 14, 2015 from 2:30 p.m. to 6:00 p.m. for Pub Crawl, and from Four Aces to Masonic Temple from 6:45 p.m. to 8:00 p.m. or until parade ends. Roll Call: Aye-All. Motion carried.

Anderson thanked the Commission and City for the support during Snocross and Mardi Gras.

REGULAR MEETING, February 17, 2015

Days of '76 Steer Roping

Public hearing was opened at 5:09 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed.

Ruth moved, Todd seconded to approve the use of the rodeo grounds August 26 through September 2, 2015 and waiver of vending fee on Friday August 28 through Sunday August 30, 2015. Roll Call: Aye-All. Motion carried.

Silvernail moved, Van Den Eykel seconded to allow the relaxation of the open container ordinance and Special Full Temporary liquor license at the Rodeo Grounds on Friday August 28, 2015. Roll Call: Aye-All. Motion carried.

Silvernail moved, Todd seconded to allow the relaxation of the open container ordinance and Special Full Temporary liquor license at the Rodeo Grounds on Saturday August 29, 2015. Roll Call: Aye-All. Motion carried.

Silvernail moved, Van Den Eykel seconded to allow the relaxation of the open container ordinance and Special Full Temporary liquor license at the Rodeo Grounds on Sunday August 30, 2015. Roll Call: Aye-All. Motion carried.

Set

Todd moved, Ruth seconded to set public hearing on March 2 for open container, special full temporary liquor license, waiver of banner fee, waiver of vending fee and street closure on May 11 through May 17, 2015 for ATV Event at the Rodeo Grounds. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Second Reading

Discussion was held concerning second reading of Ordinance #1223 to amend residency requirement to include Lawrence County. Commissioner Todd stated he received several calls opposing the ordinance. He stated the intension of this ordinance was to make sure the City provides the best service possible to the residents of Deadwood. Sharon Martinisko, Wayne Morris and Terry Hauck spoke against the ordinance, stating the employee has a year to relocate and felt this will allow the employee to know their neighbors and be part of the community. Lenny Schroeder thought exemptions should be granted if ordinance does not pass. Bruce Oberlander stated the employees should be close enough to be available and part of the community. After further discussion, Ruth moved, Turbiville seconded to approve second reading of Ordinance #1223 to amend residency requirement to include Lawrence County. Roll Call: Aye-Ruth, Turbiville. Nay-Silvernail, Todd, Van Den Eykel. Motion failed.

Appraisal

Silvernail moved, Todd seconded to accept appraisal report for city owned parcel: .262 acres located between Forest Avenue and Selbie Street valued at \$2,283.00, accept sealed bids with a minimum of \$2,000.00 until 5:00 p.m. on March 16, 2015 and open that same day at Commission meeting. Roll Call: Aye-All. Motion carried.

Contract

Silvernail moved, Van Den Eykel seconded to contract with Dakota Tree Spraying for pine beetle spraying at Mt. Moriah and St. Ambrose at cost of \$10,668.00. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, February 17, 2015

Grants

Silvernail moved, Ruth seconded to approve Outside of Deadwood grants totaling \$125,000.00 for the first half of 2015. The approved grants are: Black Hills Mining Museum – Archival Development - \$10,000.00; City of Buffalo Gap – Community Center Rehabilitation - \$2,900.00; Messiah Episcopal Church - Protect and Preserve Chief Solomon Iron Nation's gravesite - \$7,045.00; Dell Rapids Society of Historic Preservation – Odd Fellows Complex Rehabilitation - \$22,500.00; Fall River County Historical Society – Pioneer Museum Rehabilitation - \$4,500.00; Little Spearfish Conservation and Historic Preservation Association – Anderson House Restoration - \$15,000.00; Newell Museum – Bushnell Building Restoration - \$10,000.00; City of Lead – Highway 85 and 385 Trestle Sign - \$22,500.00; South Dakota Historical Society Foundation – Archival Development - \$20,000.00; Trinity United Methodist Church – Building Repairs - \$6,555.00; West Lead Cemetery – Restoration and Maintenance - \$4,000.00. Roll Call: Aye-All. Motion carried.

Deeds

Todd moved, Ruth seconded to allow Mayor to sign quit claim deeds for Lots 23 A and B of Peck's Garden Subdivision, City of Deadwood, Lawrence County, South Dakota, according to the plat recorded January 29, 2015 as document no. 2015-384 in the office of the Register of Deeds, Lawrence County, South Dakota and transfer to Deadwood-Lead Economic Development. Total area is 4,000 square feet. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Turbiville stated Finance Office will draw names for ballot placement at 8:30 a.m. on March 2, 2015. Petitions are due in Finance Office by 5:00 p.m. February 27.

Historic Preservation Officer Kuchenbecker stated Historic Preservation Commission is a Regional Partner of the year with Forest Service and will be recognized through the Rocky Mountain Region Forest Service.

ADJOURNMENT

Todd moved, Van Den Eykel seconded to adjourn the regular session at 5:42 p.m. The next regular meeting will be on Monday March 2, 2015.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PACKET: 03471 COMBINED - 3/3/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3309	THE LORD'S CUPBOARD					
		I-021215	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	70.74
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 70.74
01-0130	TURBIVILLE, CHARLES					
		C-022415	101-4111-427	TRAVEL ADJUST EXPENSE AMOUNT	000000	40.00
		I-022715	101-4111-427	TRAVEL TRAVEL REIMB.-PIERRE, HERMOSA	000000	262.10
01-0155	DOOLITTLE, JAMES					
		I-022415	101-4111-422	PROFESSIONAL NEGOTIATIONS SESSIONS	000000	800.00
01-1496	LAWRENCE CO. REGISTER O					
		I-022415	101-4111-422	PROFESSIONAL EASEMENTS	000000	60.00
				DEPARTMENT 111	COMMISSION	TOTAL: 1,082.10
01-2394	GUNDERSON, PALMER, NELS					
		I-57783	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	2,895.45
				DEPARTMENT 141	ATTORNEY	TOTAL: 2,895.45
01-0125	CNA SURETY					
		I-15283928N	101-4142-422	PROFESSIONAL NOTARY RENEWAL - JKP	000000	50.00
01-0619	TWILIGHT FIRST AID & SA					
		I-117096	101-4142-426	SUPPLIES FIRST AID SUPPLIES - FINANCE	000000	42.05
01-1171	A & B BUSINESS SOLUTION					
		I-IN157478	101-4142-422	PROFESSIONAL MAINTENANCE CONTRACT	000000	108.75
01-1292	ACTIVE DATA SYSTEMS, IN					
		I-2-15230	101-4142-422	PROFESSIONAL FILE DIRECTOR SUPPORT/YRLY	000000	2,247.54
01-2918	DAKOTACARE					
		I-021715	101-4142-415	GROUP INSURAN HEALTH INSURANCE - MARCH	000000	2,958.95
01-2962	COMPANION LIFE					
		I-21715	101-4142-415	GROUP INSURAN LIFE INSURANCE PREM.-MARCH	000000	18.06
01-3079	PEPPMEIER, JANICE					
		I-022515	101-4142-415	GROUP INSURAN INSURANCE REIMBSMT - FEB	000000	521.55
				DEPARTMENT 142	FINANCE	TOTAL: 5,946.90

PACKET: 03471 COMBINED - 3/3/15

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					
		I-7815	101-4192-425-04	REPAIRS - CIT F54T5	000000	140.00
		I-7826	101-4192-425-05	REPAIRS - COL LU250	000000	18.00
		I-7881	101-4192-426	SUPPLIES FOLDERS/POST ITS/BINDER	000000	39.16
01-0429	BLACK HILLS POWER & LIG					
		I-J-F 15 CITY HALL	101-4192-428-04	UTILITIES - C BHP FOR CH	000000	2,793.48
01-0436	BLACK HILLS WINDOW CLEA					
		I-49537	101-4192-422-10	PROFESSIONAL LIBRARY WINDOW CLEANING	000000	345.00
01-0553	MONTANA DAKOTA UTILITIE					
		I-J-F 15 ADAMS HOUSE	101-4192-428-01	UTILITES - AD UTILITIES FOR ADAMS HOUSE	000000	398.73
		I-J-F 15 ADAMS MUS	101-4192-428-02	UTILITIES - A UTILITIES FOR ADAMS MUS	000000	324.84
		I-J-F 15 CH	101-4192-428-04	UTILITIES - C UTILITIES FOR CH	000000	752.41
		I-J-F 15 FIRE	101-4192-428-07	UTILITIES - F UTILITIES FOR FIRE	000000	691.75
		I-J-F 15 GAYVILLE	101-4192-428	UTILITIES UTILITIES FOR PRV	000000	32.57
		I-J-F 15 HIST INFO	101-4192-428-08	UTILITES - HI UTILITIES FOR HIST INFO CENTER	000000	382.72
		I-J-F 15 PARKS	101-4192-428-11	UTILITIES - P UTILITIES FOR PARKS	000000	271.36
		I-J-F 15 PAVILION	101-4192-428-12	UTILITIES - P UTILITIES FOR PAV	000000	1,625.90
		I-J-F 15 REC	101-4192-428-13	UTILITIES - R UTILITIES FOR REC	000000	5,175.98
		I-J-F 15 STREETS	101-4192-428-14	UTILITIES - S UTILITIES FOR STREETS SHOP	000000	754.66
		I-J-F 15 TROLLEY	101-4192-428-15	UTILITIES - T UTILITIES FOR TROLLEY	000000	328.21
01-0578	TWIN CITY HARDWARE & LU					
		I-D318199	101-4192-425-14	REPAIRS - STR FASTENERS	000000	61.86
		I-D318473	101-4192-425-14	REPAIRS - STR JOINT COMPOUNDS	000000	27.46
		I-D318485	101-4192-425-07	REPAIRS - FIR MORTAR REPAIR	000000	18.46
		I-D318540	101-4192-426-14	SUPPLIES - ST FLAPPER/BAGS	000000	26.48
		I-D318551	101-4192-425-14	REPAIRS - STR CATSE WIRE	000000	54.27
		I-D318659	101-4192-425-14	REPAIRS - STR FRESHENER/PAINT	000000	101.84
		I-D318698	101-4192-425-14	REPAIRS - STR BRUSH/STAIN	000000	13.75
		I-D318753	101-4192-425-14	REPAIRS - STR ENAMEL/LOCKS/CASING	000000	136.90
		I-D319069	101-4192-425-14	REPAIRS - STR ROLLER COVER/LINER/CEILING PAI	000000	48.93
		I-E10032	101-4192-425-14	REPAIRS - STR BLACK WALL BASE	000000	14.94
		I-E10460	101-4192-425-14	REPAIRS - STR WALL PLATE/STEPSTOOL	000000	78.97
		I-E10554	101-4192-426	SUPPLIES HOME KIT	000000	295.84
		I-E10593	101-4192-425-14	REPAIRS - STR DECO CHAIN/CEILING HOOK	000000	29.15
		I-E10594	101-4192-425-13	REPAIRS - REC LATEX PRIMER/PAINT	000000	91.97
		I-E8515	101-4192-425-04	REPAIRS - CIT FASTENERS	000000	2.47
		I-E8970	101-4192-425-14	REPAIRS - STR FASTENERS	000000	16.50
		I-E9019	101-4192-425-14	REPAIRS - STR 2X8/2X8	000000	27.67
		I-E9020	101-4192-425-14	REPAIRS - STR CREDITS AFTER RETURNS	000000	0.29
		I-E9124	101-4192-425-10	REPAIRS - LIB FASTENERS	000000	0.19
		I-E9565	101-4192-425-14	REPAIRS - STR CONDUIT	000000	2.49
		I-E9689	101-4192-425-14	REPAIRS - STR FASTENERS	000000	6.75
		I-E9690	101-4192-425-13	REPAIRS - REC BATTERIES	000000	7.99
		I-E9739	101-4192-425-08	REPAIRS - HIS FASTENERS	000000	1.10
		I-E9740	101-4192-425-05	REPAIRS - COL FIXTURE 4'S	000000	89.99

PACKET: 03471 COMBINED - 3/3/15
 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-B9797	101-4192-425-14	REPAIRS - STR BLACK WALL BASE	000000	26.41
		I-E9891	101-4192-425-14	REPAIRS - STR TRAY LINER	000000	0.99
		I-E9953	101-4192-425-13	REPAIRS - REC RENTAL TRANSACTION	000000	12.50
01-1502	BLACK HILLS CHEMICAL					
		I-078362	101-4192-426	SUPPLIES ICE MELT	000000	287.50
		I-079476	101-4192-426	SUPPLIES CLEANING SUPPLIES	000000	430.03
01-1626	SERVALL UNIFORM AND LIN					
		I-2215239	101-4192-426-14	SUPPLIES - ST MATS/MOPS	000000	120.87
		I-2215240	101-4192-426-04	SUPPLIES - CI MATS/MOPS	000000	253.93
		I-2215242	101-4192-426-11	SUPPLIES - PA MATS/MOPS	000000	71.05
		I-2215250	101-4192-426-07	SUPPLIES - FI MATS/MOPS	000000	28.26
		I-2221119	101-4192-426-11	SUPPLIES - PA MATS/MOPS	000000	87.06
		I-2221127	101-4192-426-07	SUPPLIES - FI FIRE HALL MATS/MOPS	000000	28.26
		I-2225241	101-4192-426-08	SUPPLIES - HI MATS/MOPS	000000	229.03
		I-2227551	101-4192-426-14	SUPPLIES - ST MATS/MOPS	000000	117.60
		I-2227552	101-4192-426-04	SUPPLIES - CI MATS/MOPS	000000	254.45
		I-2227553	101-4192-426-08	SUPPLIES - HI MATS/MOPS	000000	243.18
		I-2227554	101-4192-426-11	SUPPLIES - PA MATS/MOPS	000000	70.05
		I-2227562	101-4192-426-07	SUPPLIES - FI MATS/MOPS	000000	28.26
		I-2228228	101-4192-426-12	SUPPLIES - PA MATS/MOPS	000000	115.14
01-2073	SDN COMMUNICATIONS					
		I-0180-02-2015	101-4192-428-04	UTILITIES - C CONNECTION BTW CH AND PW	000000	285.60
		I-0180-02-2015	101-4192-428-14	UTILITIES - S CONNECTION BTW CH AND PW	000000	285.60
01-2626	WOW					
		I-J-F 15 FINANCE	101-4192-428-04	UTILITIES - C PHONE FOR FINANCE	000000	184.08
		I-J-F 15 HIST INFO	101-4192-428-08	UTILITIES - HI PHONE FOR HIST INFO	000000	114.24
		I-J-F 15 LIBRARY	101-4192-428-10	UTILITIES - L PHONE FOR LIBRARY	000000	228.42
		I-J-F 15 MM	101-4192-428	UTILITIES LINE FOR MM BOOTH	000000	38.08
		I-J-F 15 REC	101-4192-428-13	UTILITIES - R PHONE SERVICE FOR REC	000000	145.32
		I-J-F 15 SEC FOR FIN	101-4192-428-04	UTILITIES - C SECURITY LINE FOR FINANCE	000000	38.08
		I-J-F 15 STREETS	101-4192-428-14	UTILITIES - S PHONE SERVICE FOR PW	000000	38.12
01-2918	DAKOTACARE					
		I-021715	101-4192-415	GROUP INSURAN HEALTH INSURANCE - MARCH	000000	1,413.26
01-2962	COMPANION LIFE					
		I-21715	101-4192-415	GROUP INSURAN LIFE INSURANCE PREM.-MARCH	000000	6.19
01-3545	THE BLIND GUY					
		I-43411	101-4192-433-13	CIP - REC CEN BLINDS FOR REC	000000	3,632.00
01-3685	BLACK HILLS SECURITY &					
		I-R225637	101-4192-428	UTILITIES SECURITY FOR MM	000000	89.85
DEPARTMENT 192 PUBLIC BUILDINGS					TOTAL:	24,134.44

PACKET: 03471 COMBINED - 3/3/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 193 DATA PROCESSING

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0464	TYLER TECHNOLOGIES, INC					
		I-025-115211	101-4193-422	PROFESSIONAL CONFIG,SET UP BUS.LICENSES	000000	250.00
		I-025-115982	101-4193-422	PROFESSIONAL CONFIG - BLDG.PERMITS	000000	343.75
		I-025-116546	101-4193-422	PROFESSIONAL MAINTENANCE -BLDG.,BUS.LICNS	000000	1,651.00
		I-025-117522	101-4193-422	PROFESSIONAL SET UP BUILDING PERMITS	000000	187.50
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-288729	101-4193-422	PROFESSIONAL COMPUTER ISSUES	000000	70.00
DEPARTMENT 193 DATA PROCESSING					TOTAL:	2,502.25
01-0156	TASER INTERNATIONAL, IN					
		I-SI1390240	101-4210-434	MACHINERY/EQU HOLSTER	000000	66.21
01-0360	ABC BUSINESS SUPPLY					
		I-7853	101-4210-426	SUPPLIES SILVER SHARPIE	000000	6.75
01-0418	BLACK HILLS PIONEER					
		I-031215	101-4210-422	PROFESSIONAL SUBSCRIPTION - POLICE	000000	103.77
01-0467	CULLIGAN OF THE NORTHER					
		I-60578	101-4210-424	RENTALS BOTTED WATER, CUPS	000000	31.00
		I-60980	101-4210-424	RENTALS WATER COOLER RENTAL	000000	15.00
01-0508	GALLS/QUARTERMASTER					
		I-003100234	101-4210-434	MACHINERY/EQU MOUNTING KIT	000000	94.07
		I-003103918	101-4210-434	MACHINERY/EQU LIGHTBAR	000000	682.86
01-0578	TWIN CITY HARDWARE & LU					
		I-E9600	101-4210-426	SUPPLIES FURN. POLISH	000000	2.98
01-0582	SD DEPT. OF MOTOR VEHIC					
		I- 022415	101-4210-426	SUPPLIES TITLE/PLATES - '15 YAMAHA ATV	000000	14.00
01-1013	SIRCHIE					
		I-0195087-IN	101-4210-434-01	MACH/EQUIPT - DRUG TESTS	000000	426.17
01-1399	NEVE'S UNIFORMS, INC.					
		I-RP-034161	101-4210-426	SUPPLIES STINGER BATTERY	000000	19.95
		I-RP-034164	101-4210-426	SUPPLIES MOCK TURTLE NECKS	000000	60.12
01-1819	DAKOTA BUSINESS CENTER					
		I-IN277682	101-4210-424	RENTALS COPIER MAINTENANCE - POLICE	000000	151.47
01-1867	LESTER, ROB					
		I-022715	101-4210-415	GROUP INSURAN INS.REIMBSMT.-DEC,JAN,1/2FEB	000000	997.50
01-1989	SYMBOL ARTS					

PACKET: 03471 COMBINED - 3/3/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1989	SYMBOL ARTS	continued				
		I-0228034-IN	101-4210-426	SUPPLIES BADGE	000000	95.00
01-2918	DAKOTACARE					
		I-021715	101-4210-415	GROUP INSURAN HEALTH INSURANCE - MARCH	000000	9,673.69
01-2962	COMPANION LIFE					
		I-21715	101-4210-415	GROUP INSURAN LIFE INSURANCE PREM.-MARCH	000000	59.40
					DEPARTMENT 210 POLICE	TOTAL: 12,499.94
01-0578	TWIN CITY HARDWARE & LU					
		I-D318571	101-4221-429	OTHER KEY, 4-MSR	000000	16.85
		I-E10423	101-4221-434	MACHINERY/EQU HEATER	000000	19.99
01-1171	A & B BUSINESS SOLUTION					
		I-IN157477	101-4221-422	PROFESSIONAL COPIER MAINTENANCE - FIRE DEPT	000000	77.92
01-2918	DAKOTACARE					
		I-021715	101-4221-415	GROUP INSURAN HEALTH INSURANCE - MARCH	000000	1,029.13
01-2962	COMPANION LIFE					
		I-21715	101-4221-415	GROUP INSURAN LIFE INSURANCE PREM.-MARCH	000000	4.95
01-3817	CONTRACTORS INSULATION/					
		I-0122937	101-4221-425	REPAIRS 2x2 RADAR SL CLG	000000	217.60
					DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRATION	TOTAL: 1,366.44
01-1638	SD BUILDING OFFICIALS					
		I-2015 CONFERENCE	101-4232-422	PROFESSIONAL CONFERENCE	000000	75.00
01-2918	DAKOTACARE					
		I-021715	101-4232-415	INSURANCE HEALTH INSURANCE - MARCH	000000	1,801.44
01-2962	COMPANION LIFE					
		I-21715	101-4232-415	INSURANCE LIFE INSURANCE PREM.-MARCH	000000	4.93
					DEPARTMENT 232 BUILDING INSPECTION	TOTAL: 1,881.37
01-0360	ABC BUSINESS SUPPLY					
		I-7736	101-4310-426	SUPPLIES TAPE	000000	3.30
		I-7828	101-4310-426	SUPPLIES BULBS	000000	71.91
01-0467	CULLIGAN OF THE NORTHER					
		I-79003	101-4310-426	SUPPLIES WATER FOR PW	000000	19.50

PACKET: 03471 COMBINED - 3/3/15

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
01-0467	CULLIGAN OF THE NORTHER	continued				
		I-80873	101-4310-426	SUPPLIES	000000	19.50
		I-81203	101-4310-426	SUPPLIES	000000	19.50
		I-81417	101-4310-426	SUPPLIES	000000	19.50
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-288606	101-4310-425	REPAIRS	000000	216.75
01-0578	TWIN CITY HARDWARE & LU					
		I-D318138	101-4310-426	SUPPLIES	000000	20.99
		I-D318146	101-4310-426	SUPPLIES	000000	62.99
		I-D318370	101-4310-425	REPAIRS	000000	17.00
		I-D318554	101-4310-426	SUPPLIES	000000	24.99
		I-D318750	101-4310-426	SUPPLIES	000000	66.89
		I-D318773	101-4310-426	SUPPLIES	000000	20.98
		I-E10557	101-4310-426	SUPPLIES	000000	139.88
		I-E8154	101-4310-426	SUPPLIES	000000	17.99
		I-E8202	101-4310-426	SUPPLIES	000000	19.97
		I-E8267	101-4310-426	SUPPLIES	000000	55.96
		I-E8354	101-4310-426	SUPPLIES	000000	69.90
		I-E8385	101-4310-426	SUPPLIES	000000	117.90
		I-E8510	101-4310-426	SUPPLIES	000000	9.98
		I-E8527	101-4310-426	SUPPLIES	000000	11.98
		I-E8820	101-4310-425	REPAIRS	000000	58.47
		I-E8935	101-4310-426	SUPPLIES	000000	193.76
		I-E9324	101-4310-426	SUPPLIES	000000	49.99
		I-E9991	101-4310-426	SUPPLIES	000000	19.99
		I-D318093	101-4310-426	SUPPLIES	000000	39.96
01-0619	TWILIGHT FIRST AID & SA					
		I-117090	101-4310-426	SUPPLIES	000000	70.50
01-0670	JACK'S TRUCK AND EQUIPM					
		I-29594G	101-4310-425	REPAIRS	000000	81.10
		I-29861G	101-4310-425	REPAIRS	000000	1,952.37
01-0782	JACOBS PRECISION WELDIN					
		I-21575	101-4310-426	SUPPLIES	000000	61.76
01-1171	A & B BUSINESS SOLUTION					
		I-IN157074	101-4310-426	SUPPLIES	000000	62.66
01-1190	JOHNSON MACHINE					
		I-4553420	101-4310-425	REPAIRS	000000	359.00
01-1471	WEST RIVER INTERNATIONAL					
		I-T221759	101-4310-425	REPAIRS	000000	31.00
		I-T227158	101-4310-425	REPAIRS	000000	340.77

PACKET: 03471 COMBINED - 3/3/15

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
01-1515	RAPID DELIVERY					
		I-283894	101-4310-422	PROFESSIONAL BUTLER	000000	11.40
		I-285263	101-4310-422	PROFESSIONAL GODLEY BRAKE	000000	11.40
		I-285458	101-4310-422	PROFESSIONAL BUTLER	000000	11.40
		I-286149	101-4310-422	PROFESSIONAL WRI	000000	11.40
		I-288058	101-4310-422	PROFESSIONAL BUTLER	000000	41.40
		I-288061	101-4310-422	PROFESSIONAL BUTLER	000000	11.40
		I-288327	101-4310-422	PROFESSIONAL ITD	000000	11.40
		I-289139	101-4310-422	PROFESSIONAL ITP	000000	12.60
		I-290005	101-4310-422	PROFESSIONAL RDO EQUIPMENT	000000	11.40
01-1606	RADENSLEBEN, ROBERT					
		I-254789	101-4310-425	REPAIRS REIMB FOR FUEL TANK	000000	175.00
01-1832	HILLS PRODUCTS GROUP					
		I-WW60072894	101-4310-425	REPAIRS PONDEROSA PINE	000000	171.84
01-2918	DAKOTACARE					
		I-021715	101-4310-415	GROUP INSURAN HEALTH INSURANCE - MARCH	000000	7,342.83
01-2962	COMPANION LIFE					
		I-21715	101-4310-415	GROUP INSURAN LIFE INSURANCE PREM.-MARCH	000000	30.94
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV009789	101-4310-426	SUPPLIES VALVE	000000	152.09
01-3346	REGIONAL HEALTH PHYSICI					
		I-124483C2296	101-4310-422	PROFESSIONAL TESTING	000000	25.00
01-3628	BICKLE TRUCK & DIESEL S					
		I-OC12064	101-4310-425	REPAIRS BRAKE SHOES	000000	183.20
01-3641	ALL AROUND AUTO, LLC					
		I-67902	101-4310-425	REPAIRS AIR BRAKE CHAMBER	000000	84.32
			DEPARTMENT 310	STREETS	TOTAL:	12,647.71
01-1436	CITY OF LEAD					
		I-012715	101-4412-422	PROFESSIONAL 2014-1/2 EXP-TC ANIMAL SHELTER	000000	2,535.67
			DEPARTMENT 412	ANIMAL CONTROL	TOTAL:	2,535.67
01-0467	CULLIGAN OF THE NORTHER					
		I-79843	101-4520-426	SUPPLIES WATER FOR PARKS	000000	6.50
		I-81352	101-4520-426	SUPPLIES WWATER FOR PARKS	000000	6.50
01-0578	TWIN CITY HARDWARE & LU					

PACKET: 03471 COMBINED - 3/3/15

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-D318163	101-4520-426	SUPPLIES ID RINGS/KEYS	000000	7.36
		I-D318178	101-4520-426	SUPPLIES KEYS	000000	3.68
		I-D318249	101-4520-426	SUPPLIES BULBS	000000	26.99
		I-D319041	101-4520-426	SUPPLIES HAND WARMERS/WORKLIGHT	000000	43.97
		I-D319042	101-4520-426	SUPPLIES FASTENERS	000000	5.96
		I-E8283	101-4520-426	SUPPLIES STRETCH CORD	000000	13.93
		I-E8341	101-4520-426	SUPPLIES RIVET TOOL	000000	12.99
		I-E9602	101-4520-426	SUPPLIES NABBER	000000	48.98
		I-E9709	101-4520-426	SUPPLIES KNIFE/TAPE/ENAMEL	000000	31.94
		I-E9921	101-4520-426	SUPPLIES SPRAY PAINT	000000	5.99
01-0619	TWILIGHT FIRST AID & SA					
		I-201725	101-4520-426	SUPPLIES GLOVES	000000	18.40
01-0782	JACOBS PRECISION WELDIN					
		I-21548	101-4520-426	SUPPLIES SQ TUBE	000000	13.31
01-1502	BLACK HILLS CHEMICAL					
		I-079430	101-4520-426	SUPPLIES ICE MELT	000000	287.50
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-55885	101-4520-426	SUPPLIES AIR FILTER	000000	20.16
01-2889	ATCO INTERNATIONAL					
		I-10425654	101-4520-426	SUPPLIES ATCOTE	000000	398.00
01-2918	DAKOTACARE					
		I-021715	101-4520-415	GROUP INSURAN HEALTH INSURANCE - MARCH	000000	4,292.54
01-2962	COMPANION LIFE					
		I-21715	101-4520-415	GROUP INSURAN LIFE INSURANCE PREM.-MARCH	000000	25.99
					DEPARTMENT 520 PARKS	TOTAL: 5,270.69
01-1496	LAWRENCE CO. REGISTER O					
		I-022415	101-4640-422	PROFESSIONAL EASEMENTS	000000	30.00
01-2918	DAKOTACARE					
		I-021715	101-4640-415	GROUP INSURAN HEALTH INSURANCE - MARCH	000000	900.73
01-2962	COMPANION LIFE					
		I-21715	101-4640-415	GROUP INSURAN LIFE INSURANCE PREM.-MARCH	000000	7.43
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 938.16
					FUND 101 GENERAL FUND	TOTAL: 73,771.86

PACKET: 03471 COMBINED - 3/3/15

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0360	ABC BUSINESS SUPPLY					
		I-7375	206-4550-426	SUPPLIES INK,COPY PAPER,BUS.CARDS	000000	99.44
01-0553	MONTANA DAKOTA UTILITIE					
		I-68250010003FEB15	206-4550-428	UTILITIES MONTANA DAKOTA UTILITIES	000000	484.74
01-1562	MIDWEST TAPE					
		I-92533858	206-4550-434	BOOKS, MAPS A DVDs	000000	72.96
		I-92551648	206-4550-434	BOOKS, MAPS A DVDs	000000	74.97
		I-92571116	206-4550-434	BOOKS, MAPS A DVDs	000000	110.95
		I-92588190	206-4550-434	BOOKS, MAPS A DVDs	000000	504.80
01-1626	SERVALL UNIFORM AND LIN					
		I-2221128	206-4550-425	REPAIRS TOWELS & MOP	000000	19.18
01-2918	DAKOTACARE					
		I-021715	206-4550-415	GROUP INSURAN HEALTH INSURANCE - MARCH	000000	1,408.18
01-2962	COMPANION LIFE					
		I-21715	206-4550-415	GROUP INSURAN LIFE INSURANCE PREM.-MARCH	000000	9.90
01-3665	MITZI'S BOOKS					
		I-2255	206-4550-434	BOOKS, MAPS A BOOKS	000000	19.95
DEPARTMENT 550 LIBRARY					TOTAL:	2,805.07
FUND 206 LIBRARY FUND					TOTAL:	2,805.07

PACKET: 03471 COMBINED - 3/3/15

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0223	COCA COLA BOTTLING COMP					
		I-1372344	209-4510-426	SUPPLIES WATER FOR REC	000000	32.90
		I-1372386	209-4510-426	SUPPLIES WATER FOR REC/CUPS	000000	78.05
		I-139722	209-4510-426	SUPPLIES WATER FOR REC	000000	30.90
01-0578	TWIN CITY HARDWARE & LU					
		I-D318040	209-4510-426	SUPPLIES ALK BATTERIES	000000	16.99
01-0619	TWILIGHT FIRST AID & SA					
		I-117094	209-4510-426	SUPPLIES FIRST AID SUPPLIES	000000	94.60
01-1038	PUSH-PEDAL-PULL					
		I-134563	209-4510-425	REPAIRS TREADMILL REPAIRS	000000	89.00
01-1558	ECOLAB PEST ELIMINATION					
		I-5379937	209-4510-422	PROFESSIONAL RODENT PROGRAM	000000	224.08
01-2889	ATCO INTERNATIONAL					
		I-10425593	209-4510-426	SUPPLIES SHINY	000000	262.00
01-2918	DAKOTACARE					
		I-021715	209-4510-415	GROUP INSURAN HEALTH INSURANCE - MARCH	000000	1,485.31
01-2962	COMPANION LIFE					
		I-21715	209-4510-415	GROUP INSURAN LIFE INSURANCE PREM.-MARCH	000000	4.95
01-3151	KONE INC.					
		I-221677717	209-4510-426	SUPPLIES MAINTENANCE CONTRACT	000000	133.40
01-3506	ALSCO					
		I-LCAS932211	209-4510-426	SUPPLIES MATS	000000	71.57
01-3646	NETWORK SERVICES COMPAN					
		I-110830-0	209-4510-426	SUPPLIES CLEANER	000000	79.24
		I-110832-0	209-4510-426	SUPPLIES GLOVES	000000	12.95
		I-110832-1	209-4510-426	SUPPLIES GLOVES	000000	12.95
DEPARTMENT 510 REC CENTER						TOTAL: 2,628.89
01-1682	BLACK HILLS COUNCIL OF					
		I-172	209-4980-429	OTHER 2015 MEMBERSHIP DUES	000000	1,565.00
01-3306	LEAD-DEADWOOD LIONS CLU					
		I-1004	209-4980-429	OTHER INSTALL HOLIDAY LIGHTS-MAIN ST	000000	200.00
DEPARTMENT 980 SPECIAL EVENTS						TOTAL: 1,765.00
FUND 209 BED & BOOZE FUND						TOTAL: 4,393.89

PACKET: 03471 COMBINED - 3/3/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-022515	215-4572-210	VISITOR MGMT MARKETING	000000	1,052.84
01-3802	PEARSON, TRAVIS	I-012615	215-4572-235	VISITOR MGMT RPLCMT CK-REIMB.GOV.CONF.MEALS	000000	52.52
01-3815	SOUTH DAKOTA REAL ESTAT	I-22315	215-4572-235	VISITOR MGMT 2015 REALTORS SEMINAR	000000	75.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR TOTAL:						1,180.36
01-3746	NATIONAL STAGECOACH FRE	I-92314-REISSUE	215-4573-325	HIST. INTERP. LIFETIME MEMBERSHIP	000000	250.00
DEPARTMENT 573 HP HISTORIC INTERPRETATION TOTAL:						250.00
01-1225	CAI CONSTRUCTION, LLC	I-022515	215-4575-515	GRANT/LOAN RE 2 DUDLEY MORGAN RW	000000	13,499.36
01-3560	SAVE THE PEARL HOTEL	I-022515	215-4575-520	GRANT/LOAN PR 2014 OUTSIDE DWD GRNT ROUND 2	000000	7,920.93
DEPARTMENT 575 HP DEADWOOD GRANT AND LOAN TOTAL:						21,420.29
01-2394	GUNDERSON, PALMER, NELS	I-57783	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	1,583.90
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						1,583.90
01-1139	CRESCENT ELECTRIC SUPPL	I-1582377800	215-4577-760	CAPITAL ASSET ABL ANTIQUE ST. LP	000000	242.77
01-3598	RANGEL CONSTRUCTION CO.	I-001	215-4577-735	CAPITAL ASSET GRANDSTAND ROOF REPAIR	000000	22,300.00
01-3809	AVX NORTHWEST, INC/ATHL	I-3881	215-4577-740	CAPITAL ASSET WIRELESS MICROPHONE	000000	449.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS TOTAL:						22,991.77
01-0510	GOLDEN WEST TECHNOLOGIE	I-288533	215-4641-434	MACHINERY/EQU UPGRADE COMPUTERS KS BF	000000	1,994.00
01-0619	TWILIGHT FIRST AID & SA					

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0619	TWILIGHT FIRST AID & SA	continued				
		I-117095	215-4641-426	SUPPLIES HP SUPPLIES	000000	69.05
01-1292	ACTIVE DATA SYSTEMS, IN					
		I-2-15230	215-4641-422	PROFESSIONAL FILE DIRECTOR SUPPORT/YRLY	000000	3,827.00
01-2626	WOW					
		I-022015	215-4641-428	UTILITIES 2/20-3/19/15 MT MORIAH	000000	133.95
01-2918	DAKOTACARE					
		I-021715	215-4641-415	GROUP INSURAN HEALTH INSURANCE - MARCH	000000	4,963.38
01-2962	COMPANION LIFE					
		I-21715	215-4641-415	GROUP INSURAN LIFE INSURANCE PREM.-MARCH	000000	17.33
01-3314	CENTURY BUSINESS PRODUC					
		I-263471	215-4641-428	UTILITIES CONTRACT 1/9-2/8/15	000000	715.13
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	11,719.84
				FUND 215 HISTORIC PRESERVATION	TOTAL:	59,146.16

PACKET: 03471 COMBINED - 3/3/15

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2394	GUNDERSON, PALMER, NELS	I-57655	216-4653-422	PROFESSIONAL LEGAL SERVICES	000000	150.00
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	150.00
			FUND	216 REVOLVING LOAN	TOTAL:	150.00

PACKET: 03471 COMBINED - 3/3/15

VENDOR SET: 01

FUND : 544 ST. AMBROSE PROJECT

DEPARTMENT: 370 ST. AMBROSE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1168	KADRMAS LEE & JACKSON,					
		I-1042113	544-4370-422	PROFESSIONAL ST. AMBROSE CEMETERY PH I	000000	3,134.68
		I-1042114	544-4370-422	PROFESSIONAL ST AMBROSE CEMETERY PH I	000000	2,469.77
				DEPARTMENT 370 ST. AMBROSE	TOTAL:	5,604.45
				FUND 544 ST. AMBROSE PROJECT	TOTAL:	5,604.45

PACKET: 03471 COMBINED - 3/3/15

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0360	ABC BUSINESS SUPPLY					
		I-7736	602-4330-426	SUPPLIES TAPE	000000	3.30
		I-7869	602-4330-426	SUPPLIES WESTCOAST PICTURE FRAMES	000000	17.98
01-0561	SD ONE CALL					
		I-SD15-0048	602-4330-422	PROFESSIONAL ONE CALL FEES	000000	7.77
01-0578	TWIN CITY HARDWARE & LU					
		I-D318423	602-4330-426	SUPPLIES BATTERIES	000000	16.99
		I-E8298	602-4330-426	SUPPLIES BATTERIES/DRAIN SPADE	000000	31.98
		I-E8430	602-4330-426	SUPPLIES WRENCH	000000	21.98
		I-E9116	602-4330-426	SUPPLIES LED WORK LIGHT	000000	9.48
01-0619	TWILIGHT FIRST AID & SA					
		I-117090	602-4330-426	SUPPLIES FIRST AID SUPPLIES	000000	70.50
01-0782	JACOBS PRECISION WELDIN					
		I-21547	602-4330-426	SUPPLIES WATER WRENCH	000000	55.90
01-1171	A & B BUSINESS SOLUTION					
		I-IN157074	602-4330-426	SUPPLIES COPY MACHINE RENTAL	000000	62.56
01-1409	US POSTAL SERVICE					
		I-022015	602-4330-422	PROFESSIONAL PRESORT PERMIT	000000	220.00
01-2918	DAKOTACARE					
		I-021715	602-4330-415	GROUP INSURAN HEALTH INSURANCE - MARCH	000000	2,949.82
01-2962	COMPANION LIFE					
		I-21715	602-4330-415	GROUP INSURAN LIFE INSURANCE PREM.-MARCH	000000	21.04
01-3429	FERGUSON WATERWORKS #25					
		I-0124819	602-4330-434	MACHINERY/EQU LOCATOR	000000	4,238.16
01-3484	SEMAPHORE CORPORATION					
		I-022615	602-4330-426	SUPPLIES ZP4 SOFTWARE/UTILITY MAILINGS	000000	105.50
01-3818	OFTEDAL CONSTRUCTION, I					
		I-PAY REQUEST 1	602-4330-433-01	CIP-HIWAY 85 PAY REQUEST 1 FOR UTILITY RELO	000000	9,273.43
DEPARTMENT 330 WATER						TOTAL: 17,106.39
FUND 602 WATER FUND						TOTAL: 17,106.39

PACKET: 03471 COMBINED - 3/3/15

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
01-1230	INTERSTATE ALL BATTERY					
		I-1901001002996	610-4360-426	SUPPLIES AA BATTERIES	000000	47.50
01-2918	DAKOTACARE					
		I-021715	610-4360-415	GROUP INSURAN HEALTH INSURANCE - MARCH	000000	2,437.31
01-2962	COMPANION LIFE					
		I-21715	610-4360-415	GROUP INSURAN LIFE INSURANCE PREM.-MARCH	000000	14.85
01-2994	CHAMBERLIN ARCHITECTS					
		I-2 - 2015	610-4360-422	PROFESSIONAL DEADWOOD VISITOR CENTER	000000	22,429.03
01-3712	PASSPORT PARKING, INC.					
		I-1774	610-4360-422	PROFESSIONAL MOBILE PAY - METERS	000000	19.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						24,947.69
01-0320	WHITE'S CANYON MOTORS					
		C-CM610095	610-4361-425	REPAIRS RETURN OF CABLE	000000	62.28
		I-610095	610-4361-426	SUPPLIES CABLE	000000	62.28
		I-610142	610-4361-425	REPAIRS CABLE	000000	70.24
01-0360	ABC BUSINESS SUPPLY					
		I-7844	610-4361-426	SUPPLIES INK, CANNED AIR - TROLLEY	000000	29.50
		I-7879	610-4361-426	SUPPLIES HIGHLIGHTER - TROLLEY	000000	1.79
01-0578	TWIN CITY HARDWARE & LU					
		I-D318120	610-4361-426	SUPPLIES SHELF,CHAIN,HINGES	000000	32.88
		I-D318699	610-4361-426	SUPPLIES 24 PK WATER	000000	11.98
		I-E10495	610-4361-426	SUPPLIES LOCK, 24 PK WATER	000000	18.97
		I-E10673	610-4361-426	SUPPLIES KEYS	000000	3.38
		I-E8403	610-4361-426	SUPPLIES BLACK ENAMEL, BRUSH	000000	10.15
		I-E8523	610-4361-426	SUPPLIES PACKAGING TAPE	000000	11.97
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-40484	610-4361-425	REPAIRS EXHAUST REPAIR - TROLLEY	000000	638.11
01-0619	TWILIGHT FIRST AID & SA					
		I-117091	610-4361-426	SUPPLIES FIRST AID SUPPLIES - TROLLEY	000000	65.15
01-1466	MOLLY CORPORATION					
		I-9617	610-4361-426	SUPPLIES TROLLEY CURTAIN ASSEMBLY	000000	2,550.00
01-1503	BLACK HILLS SPECIAL SER					
		I-3387	610-4361-422	PROFESSIONAL TROLLEY CLEANING - JANUARY	000000	1,081.00
01-1626	SERVALL UNIFORM AND LIN					
		I-2225490	610-4361-426	SUPPLIES TOWELS & MATS	000000	57.85

PACKET: 03471 COMBINED - 3/3/15

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1626	SERVALL UNIFORM AND LIN	continued				
		I-2228689	610-4361-426	SUPPLIES TOWELS & MATS	000000	48.31
		I-2231752	610-4361-426	SUPPLIES TOWELS & MATS	000000	56.96
01-2174	SPECIALTY VEHICLES					
		I-24974	610-4361-426	SUPPLIES ELECTRIC DOOR	000000	303.78
01-2889	ATCO INTERNATIONAL					
		I-10425954	610-4361-426	SUPPLIES SPARKLE - TROLLEY	000000	80.00
01-2918	DAKOTACARE					
		I-021715	610-4361-415	GROUP INSURAN HEALTH INSURANCE - MARCH	000000	1,029.11
01-2962	COMPANION LIFE					
		I-21715	610-4361-415	GROUP INSURAN LIFE INSURANCE PREM.-MARCH	000000	14.85
01-3816	CON-WAY FREIGHT					
		I-EWB5034	610-4361-425	REPAIRS REPAIR	000000	49.46
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						6,165.44
FUND 610 PARKING/TRANSPORTATION TOTAL:						31,113.13

PACKET: 03471 COMBINED - 3/3/15

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0360	ABC BUSINESS SUPPLY					
		I-7827	611-4362-426	SUPPLIES 50 WATT BULBS - PKNG RAMP	000000	74.95
01-0602	CENTURY LINK					
		I-020415	611-4362-428	UTILITIES PHONE CHARGES - RAMP	000000	253.80
01-3151	KONE INC.					
		I-221677717	611-4362-426	SUPPLIES MAINTENANCE CONTRACT	000000	133.40
				DEPARTMENT 362 MAIN STREET RAMP	TOTAL:	462.15
				FUND 611 MAIN STREET RAMP	TOTAL:	462.15
					REPORT GRAND TOTAL:	194,553.10

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

3/2/15
5A
KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: February 18, 2015
To: Robert Nelson, Sr., Transportation Manager
Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Archaeological Day Camp

The Deadwood Historic Preservation Office and Deadwood History, Inc. will be conducting an Archaeological Day Camp for local Lead-Deadwood elementary and middle school students the weeks of July 13-17, 2015 through July 20 – 24, 2015. The program will consist of a genuine excavation lead by professional archaeologists and historians; daily educational programming; field trips; and collaborative work in peer groups.

We would like to request Trolley Service to transport campers from the Adams House to the archaeological site scheduled for the Pearson Properties at Radio Tower Rd.

Below are the detailed times requested for Trolley Service:

Monday, July 13, 2015

9:45 a.m. Pickup Campers at Adams House
10:00 a.m. Drop off Campers at Site (Pearson Property)
1:00 p.m. Pickup Campers at Site
1:15 p.m. Drop off Campers at Adams House

Tuesday, July 14, 2015

8:45 a.m. Pickup Campers at Adams House
9:00 a.m. Drop off Campers at Site (Pearson Property)
3:45 p.m. Pickup Campers at Site
4:00 p.m. Drop off Campers at Adams House

Wednesday, July 15, 2015

10:15 a.m. Pickup Campers at Lower Main Parking Lot
10:30 a.m. Drop off Campers at Site (Pearson Property)
3:45 p.m. Pickup Campers at Site
4:00 p.m. Drop off Campers at Adams House

Thursday, July 16, 2015

8:45 a.m. Pickup Campers at Adams House
9:00 a.m. Drop off Campers at Site (Pearson Property)
3:45 p.m. Pickup Campers at Site
4:00 p.m. Drop off Campers at Adams House

Friday, July 17, 2015

8:45 a.m. Pickup Campers at Adams House
9:00 a.m. Drop off Campers at Site (Pearson Property)
3:00 p.m. Pickup Campers at Site
3:15 p.m. Drop off Campers at Adams House

Monday, July 20, 2015

9:45 a.m. Pickup Campers at Adams House
10:00 a.m. Drop off Campers at Site (Pearson Property)
1:00 p.m. Pickup Campers at Site
1:15 p.m. Drop off Campers at Adams House

Tuesday, July 21, 2015

8:45 a.m. Pickup Campers at Adams House
9:00 a.m. Drop off Campers at Site (Pearson Property)
3:45 p.m. Pickup Campers at Site
4:00 p.m. Drop off Campers at Adams House

Wednesday, July 22, 2015

10:15 a.m. Pick up Campers at Lower Main Street Parking Lot
10:30 a.m. Drop off Campers at Site (Pearson Property)
3:45 p.m. Pickup Campers at Site
4:00 p.m. Drop off Campers at Adams House

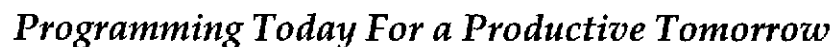
Thursday, July 23, 2015

8:45 a.m. Pickup Campers at Adams House
9:00 a.m. Drop off Campers at Site (Pearson Property)
3:00 p.m. Pickup Campers at Site
3:15 p.m. Drop off Campers at Adams House

Friday, July 24, 2015

11:30 a.m. Pickup Campers at Adams House
11:45 a.m. Drop off Campers at Days of '76 Museum

We will notify you if any changes occur. Thank you for your support in preserving, protecting and promoting the rich and unique heritage of Deadwood – A National Historic Landmark Community. If you have any questions or need further information, please do not hesitate to contact our office at your convenience.



3/2/15
6 F

**CONTRACT BETWEEN CITY OF DEADWOOD AND
DONALD TOMS**

This Agreement is 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 DONALD TOMS of Lead, South Dakota (hereinafter referred to as "TOMS").

WHEREAS, TOMS; has agreed to index twelve (12) Lawrence County ledgers as related to the history of Deadwood and Lawrence County, South Dakota; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which TOMS shall perform the services; and

WHEREAS, the CITY has accepted the proposal from TOMS for an amount not to exceed Eight Thousand and No/100ths Dollars (\$8,000.00); and

WHEREAS, the CITY has accepted the proposal from TOMS, based upon the representations made above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. TOMS shall index one (1) lode claim ledger (1879 to 1880), and eleven (11) receiving books (1877 to 1900) as part of the 2015 ledger indexing project of the CITY's Archives Department.
3. The parties agree that it is TOMS' responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, comply with the Equal Employment Opportunities Act.
4. TOMS shall provide his own office space, equipment and materials to meet the requirements of this agreement.
5. TOMS shall create and provide CITY with one (1) digital copy of the transcribed materials along with the original files in good working order.

6. TOMS shall submit one (1) voucher for each completed indexed ledger for payment to CITY. All materials and vouchers shall become the property of CITY.
7. TOMS may not subcontract any portion of this contract or any portion of the work.
8. Either party may terminate this agreement upon providing the other party thirty (30) days notice in writing and served upon the other party via certified mail.
9. TOMS is an independent contractor and this contract 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 TOMS. TOMS does not have authority to hire any person on behalf of CITY.
10. TOMS shall indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of TOMS as set forth in this agreement.
11. The amount of Eight Thousand and No/100ths Dollars (\$8,000.00) shall be due to TOMS upon completion of the indexing;
12. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.
13. 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.

[Signature page to follow]

Dated this ____ day of _____, 2015.

CITY OF DEADWOOD

By: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

INDEPENDENT CONTRACTOR

By: _____
Donald Toms

State of South Dakota)
) SS
County of _____)

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

3/2/15
6G

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
DAKOTA TREE SPRAYING & SERVICES, LLC

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and DAKOTA TREE SPRAYING & SERVICES, LLC, a South Dakota limited liability company, with its principal place of business located at 20715 Baneberry Loop, Sturgis, SD 57785, hereinafter referred to as "DAKOTA TREE;"

WHEREAS, DAKOTA TREE; has agreed to spray trees for mountain pine beetle in the Mt. Moriah and St. Ambrose Cemeteries; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which DAKOTA TREE shall perform the services; and

WHEREAS, the CITY has accepted the proposal from DAKOTA TREE for an amount not to exceed Ten Thousand Six Hundred Sixty-eight and No/100ths Dollars (\$10,668.00); and

WHEREAS, the CITY has accepted the proposal from DAKOTA TREE, based upon the representations made above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. DAKOTA TREE shall spray trees for protection against the mountain pine beetle in Mt. Moriah Cemetery and in St. Ambrose Cemetery;
3. DAKOTA TREE shall perform the work described herein in a qualified and workmanlike manner;
4. DAKOTA TREE shall provide appropriate signage and/or other markers to prevent injuries to persons or property near or entering while spraying;
- 5.

6. DAKOTA TREE shall carry appropriate insurance coverage and said insurance shall be maintained at all times during the period of performance;
7. DAKOTA TREE 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 DAKOTA TREE in connection with this agreement or services performed or materials provided pursuant to this contract;
8. DAKOTA TREE 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;
9. The amount of Ten Thousand Six Hundred Sixty-eight and No/100ths Dollars (\$10,668.00) shall be due to DAKOTA TREE upon completion of the spraying;
10. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to DAKOTA TREE;
11. This agreement and the rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the state of South Dakota; and
12. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

[signatures and acknowledgements on following pages]

Dated this ____ day of _____, 2015.

CITY OF DEADWOOD

By: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

DAKOTA TREE SPRAYING & SERVICES, LLC.

By: _____
Lonny R. Koster
Its: Authorized Member

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared Lonny R. Koster, an Authorized Member of DAKOTA TREE SPRAYING & SERVICES, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

Adaptive Swim Contract
Deadwood Recreation Center and Lead-Deadwood School District #40-1

This is an agreement effective the 2nd day of March 2015 and ending March 22, 2016 by and between the Lead-Deadwood School District #40-1, hereinafter referred to as School and the Deadwood Recreation Center, hereinafter referred to as the Deadwood Rec Center, to provide services for the adaptive swim class.

Whereas the School and the Deadwood Rec Center are desirous of entering into an agreement here the School shall contract for use of the swimming pool facility owned by the Deadwood Rec Center, now therefore, it is mutually understood by the between parties hereto as follows:

Section 1:

In consideration for the sum of \$2,340.00 for 117 hours of availability of the pool at \$20.00 per hour for the year commencing on March 22, 2015 and ending March 22, 2016. School agrees to pay the total sum of \$2,340.00 before May 20, 2015. School also agrees the pool will not be used more than 4 hours a week between June 1, 2015 and August 31, 2015 and three hours per week between September 1, 2015 and March 11, 2016. This amounts to no more than 52 hours per summer session and 118 hours for the school session.

Section 2:

The Deadwood Rec Center agrees to maintain the pool in a safe and usable condition. It is agreed between the parties that in the event the pool should become unsafe, inaccessible, unusable, or inoperable, through no fault of the second party, the Deadwood Rec Center will not be held in breach of contract. This agreement is devisable, and consideration will be prorated in the event the pool should become unusable for any reason.

Section 3:

The School agrees to indemnify and hold the Deadwood Rec Center harmless from any and all liabilities, claims, demands, actions, or causes of action in any way arising out of the School's and those associated with the School, use of the pool and its accompanying facilities.

Section 4:

The School releases the Deadwood Rec Center from any supervisory obligations and agrees to be completely responsible for the safety and health of all persons using the pool facilities under this agreement during set forth above. School agrees to be fully responsible for all damages, destruction, or any other loss resulting to Deadwood Rec Center as a result of the negligent use of the pool facilities by School.

Section 5:

The School agrees to compensate the Deadwood Rec Center at a rate of \$20.00 per man-hour for any additional services requested in writing by the School in connection with the use of the pool facilities.

Section 6:

This agreement constitutes the entire agreement between the parties here to and pertaining to this matter and may not be modified or changed except by and expressed written agreement signed by both parties.

In witness whereof, the said parties do hereto subscribe their names:

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

LEAD-DEADWOOD SCHOOL DIST 40-1

By: _____
Orson Ward, School Board President

Margie Rantapaa, School Business Manager

**ELEMENTARY
SWIMMING POOL CONTRACT**

THIS AGREEMENT effective the 2nd day of March, 2015, by and between the Lead-Deadwood School District #40-1, hereinafter referred to as **SCHOOL** and the City of Deadwood, hereinafter referred to as **CITY**.

WHEREAS the **SCHOOL** and the **CITY** are desirous of entering into an agreement where the **SCHOOL** shall contract for use of the swimming pool facility owned by the **CITY**, now therefore, it is mutually understood by and between parties hereto as follows:

SECTION 1

The **CITY** agrees to rent to the **SCHOOL** for its use as follows; availability for Elementary School swimming commencing on March 3, 2015 to May 19, 2015. **SCHOOL** agrees to pay the sum hereinafter described in Section 7, below, on or before June 1, 2015.

SECTION 2

CITY agrees to maintain the pool in a safe and usable condition. It is agreed between the parties that in the event the pool should become unsafe, inaccessible, unusable, or inoperable, through no fault of **CITY**, **CITY** will not be in breach. This agreement is divisible, and consideration will be pro-rated in the event the pool should become unusable for any reason.

SECTION 3

SCHOOL agrees to indemnify and hold **CITY** harmless from any and all liabilities, claims, demands, actions or causes of action in any way arising out of **SCHOOL'S** use of the pool and its accompanying facilities.

SECTION 4

SCHOOL agrees to list **CITY** as an additional insured party with **SCHOOL'S** insurance carrier. **SCHOOL** also agrees to provide **CITY** with a certificate of said insurance showing **CITY** as additional insured. This certificate shall be provided to **CITY** before **SCHOOL'S** use shall commence.

SECTION 5

SCHOOL releases **CITY** from any supervisory obligation and agrees to be completely responsible for the safety and health of all persons using the pool facilities under this agreement during the term set forth above. **SCHOOL** agrees to be fully responsible for all damages, destruction or any other loss resulting to **CITY** as a result of the use of the pool facilities by **SCHOOL**.

SECTION 6

CITY agrees to furnish one (1) Certified Water Safety Instructor and two (2) Lifeguards-trained personnel for instruction during all hours the pool is designated for **SCHOOL'S** use.

SECTION 7

In addition to Section 1, **SCHOOL** agrees to compensate **CITY** the sum of One Thousand Five Hundred and No/100ths Dollars (\$1,500.00) for instruction of the Elementary swimming sessions for spring of 2015. **SCHOOL** agrees to pay said sum in accordance with Section 1, above.

SECTION 8

In addition to Section 1 and Section 7, **SCHOOL** agrees to compensate **CITY** at a rate of Eight Dollars and Fifty Cents (\$8.50) per staff hour for any additional services requested in writing by **SCHOOL** in connection with the use of the pool facilities.

SECTION 9

This agreement constitutes the entire agreement between the parties hereto and pertaining to this matter and may not be modified or changed except by an expressed written agreement signed by both parties.

IN WITNESS WHEREOF, the said parties do hereto subscribe their names and affix their seals:

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

LEAD-DEADWOOD SCHOOL DISTRICT 40-1

By: _____
Orson Ward, School Board President

ATTEST:

Margie Rantapaa, School Business Manager

2015 PARKING LEASE WITH
SOUTH DAKOTA COMMISSION ON GAMING

This Lease, made and entered into by and between the State of South Dakota, for the South Dakota Commission on Gaming hereinafter referred to as TENANT, and the City of Deadwood, hereinafter referred to as LANDLORD.

WITNESSETH

In consideration of the mutual covenants contained herein, the parties agree as follows:

The LANDLORD hereby leases and rents unto the TENANT, and the TENANT hereby hires and takes from the LANDLORD located in the City of Deadwood, County of Lawrence, the following described property: 5 parking spots located in the Miller Street Parking Lot in Deadwood, South Dakota.

Under the following terms and conditions:

SECTION I (TERM OF LEASE)

The term of this lease shall be for one (1) year, to commence on April 1, 2015 and terminate on March 31, 2016 unless the TENANT exercises the option to renew under provision set forth herein and allow month to month extension with 30 day notice.

SECTION II (PAYMENTS)

The TENANT will pay the LANDLORD the sum of \$250.00 a month during the tenure of this lease. Rental payments shall be paid on the first day of each month with additional grace period of fifteen (15) days allowing for unforeseen circumstances during the term of this lease. Payments shall be made to:

NAME: Deadwood City Finance Office
ADDRESS: City Hall – 102 Sherman Street
Deadwood, SD 57732

SECTION IV (FUNDING OUT)

The LANDLORD agrees that the continued rental of the hereinbefore described premises for the term hereinbefore specified by the TENANT is dependent upon receipt of both funds and expenditure authority from the Legislature. In the event that the Legislature does not provide said funds or expenditure authority for any fiscal year, then and in such event, this lease is null and void and said lease shall expire at the end of the fiscal year in which the last funding shall be made available for the TENANT. LANDLORD agrees that a termination because of lack of funds or expenditure authority will not result in a claim against the TENANT, the State of South Dakota, or any officer or employee of the State.

SECTION V (TERMINATION)

The TENANT at the termination of this lease agrees to quietly yield and surrender the premises to LANDLORD or its successors and assigns in as good a condition and repair as when TENANT took possession of the premises, reasonable wear and tear thereof, damage by the elements, other than casualty, condemnation and/or appropriation excepted.

SECTION VI (PEACEABLE AND QUIETLY HOLD)

The TENANT shall have the right to peaceable and quietly hold, enjoy and occupy the premises from 7:00 a.m. to 5:00 p.m. Monday through Friday as described for the term of this lease without hindrance, interruption, ejection, molestation by LANDLORD or by any other person or person whomever.

The TENANT agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. TENANT acknowledges and agrees that it is taking the same risks of the vehicle being stolen or damaged that it would take if it parks on any street. TENANT further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that TENANT will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to TENANT'S vehicles or its contents while parking in the Miller Parking Lot. TENANT agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the Miller Parking Lot at its own risk and responsibility.

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

SECTION VII (CANCELLATION)

Notwithstanding provision hereinbefore described, the TENANT may cancel this lease upon thirty (30) days' notice in writing. During the 30 days prior to the expiration of the term, LANDLORD shall have the right to exhibit the premises to prospective TENANTS. The giving of the notice required herein shall not release either LANDLORD or TENTANT from full and faithful performance of all terms and conditions of this lease during the continuing occupancy of TENANT after the notice of termination but before TENANT actually vacates the premises.

SECTION VIII (PRIOR LEASE)

This lease shall render null and void any previous lease or agreements between the TENANT and LANDLORD for the premises herein described.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed individually or by their respective and duly authorized officers.

STATE OF SOUTH DAKOTA
Department of Revenue

Signature: _____

Date: _____

CITYOF DEADWOOD

Charles Turbiville, Mayor

Witness

ATTEST:

Mary Jo Nelson
Finance Officer

3/2/15
6 K

SECTION 00500

Standard Form of Agreement
Between Owner and Contractor

THIS AGREEMENT will be effective as of the 2nd day of March, 2015 by and
Between City of Deadwood, South Dakota (hereinafter called OWNER) and
CAI2, LLC dba CAI Construction (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide construction services at the St. Ambrose Cemetery in Deadwood, South Dakota. Work includes selective demolition, retaining wall construction, monument repair/preservation, ironwork repair/preservation and other associated products and services as outlined in the specification and on the drawings.

Article 2. ENGINEER

- 2.01 The Project has been designed by Kadrmas, Lee and Jackson, Inc., who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.01 All the time limits for milestones, if any, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.02 The Work will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions, unless otherwise approved in writing by the OWNER.
- 3.03 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$250 for each day that expires after the time specified in Paragraph 3.02 for completion and readiness for final payment.

Article 4. CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Work other than Unit Price Work, a lump sum of: \$392,709.00

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

Article 5. PAYMENT PROCEDURES

- 5.01 Submittal and Processing Payments: CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Application for Payment will be processed by ENGINEER as provided in the Contract Documents.
- 5.02 Progress Payments: Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item.
- 5.03 Retainage from Progress Payments: Ten percent of each estimate presented is to be deducted as retained percentage until such time as the project is fifty percent completed. If the character and progress of the work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of the ENGINEER, may determine that as long as the character and progress of the work remain satisfactory to them, there will be no additional retainage on progress payments during the continuance of the contract.
- 5.04 The OWNER may, however, upon completion of ninety-five percent of the contract, according to the estimate, pay to the CONTRACTOR ninety-five percent of the amount retained if the character and progress of the work is satisfactory.
- 5.05 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

Article 6. INTEREST

- 6.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.
- 6.02 Interest will not be paid on retainage.

Article 7. CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents (including all Addenda) listed in paragraph 9 and the other related data identified in the Bidding Documents.

- B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions or the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. CONTRACTOR shall indemnify and save the OWNER and ENGINEER harmless from and against all claims, damage to property or breach of contract, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Owner, the Engineer, the Contractor, subcontractors or employees in consequence of actual or claimed negligence in the performance of the terms and conditions of this Contract.

Article 8. CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive);
2. Performance Bond (pages 1 to 2 , inclusive);
3. Payment Bond (pages 1 to 2 , inclusive);
4. Other Bonds or Surety (pages 1 to , inclusive);
5. General Conditions (pages 1 to 49, inclusive);
6. Supplementary Conditions (pages 1 to 6, inclusive);
7. Specifications as listed in the table of contents of the Plans and Specifications;
8. Drawings consisting of a cover sheet and sheets as listed on the cover sheet with each sheet bearing the following general title St. Ambrose Cemetery Preservation Phase 5, City of Deadwood, Deadwood, SD.
9. Addenda (Numbers 1 to 2, inclusive.
10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (pages 1 to 1, inclusive);
 - b. Contractor's Bid (pages 1 to 6, inclusive);
 - c. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive);
 - d. Unit Prices Form (pages 1 to 1, inclusive);
 - e. Proposed Subcontractors Form (pages 1 to 1, inclusive)
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s)

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions

Article 9. MISCELLANEOUS

9.01 Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

- 9.02 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.03 Severability: Any provision of part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.04 Dispute Resolution: The parties hereto agree that any controversy arising between the parties herein shall follow the guidelines as set forth in Paragraphs 9.08 and 10.05 of the Standard General Conditions of the Contract (2002 Edition) and Paragraph 16.01 of the Supplementary Conditions to the Standard General Conditions of the Construction Contract.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER: City of Deadwood, South Dakota

CONTRACTOR: CAI2, LLC dba CAI Construction

By _____

By _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

108 Sherman Street

515 South Main Street

Deadwood, SD 57732

Lead, SD 57754

Phone: 605-578-2082

Phone: 605-584-2654

Agent for service of process:

Name

Current Address

Phone: _____

(If CONTRACTOR is a corporation or partnership, attach evidence of authority to sign)

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

3/2/15
6 L
KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: February 6, 2015
To: Deadwood Historic Preservation Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Carolyn Weber, Executive Director, Deadwood History, Inc.
Re: 2015 Archaeology Camps

The Deadwood Historic Preservation Office and Deadwood History, Inc. are once again planning to conduct two Archaeology Camps during the month of July 2015. The programs will consist of a genuine excavation lead by professional archaeologists and historians; daily educational programming; field trips; and collaborative work in peer groups. Children will come away with a sense of local history, comradery and the archaeological process.

A healthcare professional will be onsite and there will be a designated first aid tent with sufficient supplies. Additionally, campers' guardians must sign a liability waiver; provide medical/allergy information and emergency contact information. Portable bathrooms will be located on site.

The participants will be supervised by Deadwood History, Inc. staff at a ratio of roughly 5-7 participants per staff member. Campers will be broken into five-camper units by age group and will rotate positions throughout the excavation process. Each group will be given color-coded t-shirts and will be referred to as "teams."

The site for Archaeology Camps in 2015 will be on the Pearson Properties, located just outside Deadwood. The area is the site of an old miner's cabin dating back to 1876.

The Deadwood Historic Preservation Commission budgeted \$3,000.00 for the proposed program and staff recommends approving an amount not to exceed \$3,000.00 from the Archaeology line item to help underwrite this program.

AGREEMENT FOR USE OF PROPERTY

3/2/15
6m

THIS AGREEMENT is made and entered into on this ____ day of ____, 2015, by and between Bill Pearson, herein after referred to as "PEARSON," and City of Deadwood and Deadwood History Inc., herein after referred to as "PERMITEE."

I

The purpose of this Agreement is to set forth the terms and conditions under which PEARSON grants permission to PERMITEE to use the following premises owned by PEARSON.

II

A description of the premises for which permission is granted is as follows:

1. se1/4 nw1/4 and remainder ne1/4 nw1/4
t-005 r-04
Section 20
William H Pearson

III

The purpose for which PERMITEE is using the above-described premises is as follows:

1. Archaeology Camps run through PERMITEE's Historic Preservation Office.

IV

PERMITEE may not, however, build any structures on the above-described premises and any proposed improvements or changes to the above-described premises must be approved by PEARSON.

V

Permission for the above use at the above-described location is permitted for thirty-two (32) days from July 1, 2015, through August 1, 2015, inclusive.

VI

PEARSON has right of first refusal for all artifacts found during Archaeology Camps, July 2015. Artifacts may then be donated to the City of Deadwood and/or Deadwood History, Inc., decision to be made by PEARSON.

VII

PERMITEE specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located or stored in or upon PEARSON property pursuant to this Agreement and that PEARSON shall not be responsible for any damage or loss to or of PERMITEE'S property which results from any cause or reason with regard to personal property owned by PERMITEE stored or located on PEARSON property pursuant to this Agreement. Further, PERMITEE agrees to hold PEARSON harmless and indemnify PEARSON from any sums of money, which PEARSON might have to pay to any person as a result of property damage, personal injury, or death resulting from PERMITEE'S use of PEARSON property pursuant to this Agreement.

VIII

PEARSON shall administer and supervise use of PEARSON premises pursuant to this Agreement and all PERMITEES shall contact such Official with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by PEARSON and the City Commission of the City of Deadwood and shall be effective upon approval by PEARSON. Any extensions of the term of this agreement must be approved by the PEARSON.

Dated this ____ day of _____, 2015.

City of Deadwood, PERMITEE

By: _____
Kevin Kuchenbecker, Historic Preservation

By: _____
Charles Turbiville, Mayor

ATTEST:

By: _____
Carolyn Weber, DHI Executive Director

Mary Jo Nelson, Finance Officer

Dated this ____ day of May, 2014.

By: _____
Bill Pearson

DEADWOOD

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

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

Mike Runge
Archivist
Telephone (605) 578-2082

3/2/15
6N

MEMORANDUM

Date: February 26, 2015
To: Deadwood City Commission
From: Historic Preservation Office
Re: **Spring Internship, Chris Bren**

The City of Deadwood Archives is requesting permission to hire Chris Bren as the 2015 spring intern. The City Archives internship program is a program that provides high school and college students a "hands on" experience working in an archives and collections repository.

Mr. Bren would begin on March 9, 2015 and his rate of pay would be \$8.50 pending pre drug test screening.

RECOMMENDATION

Hire Chris Bren as the Archives spring intern at the rate of \$8.50 per hour pending pre drug test screening.

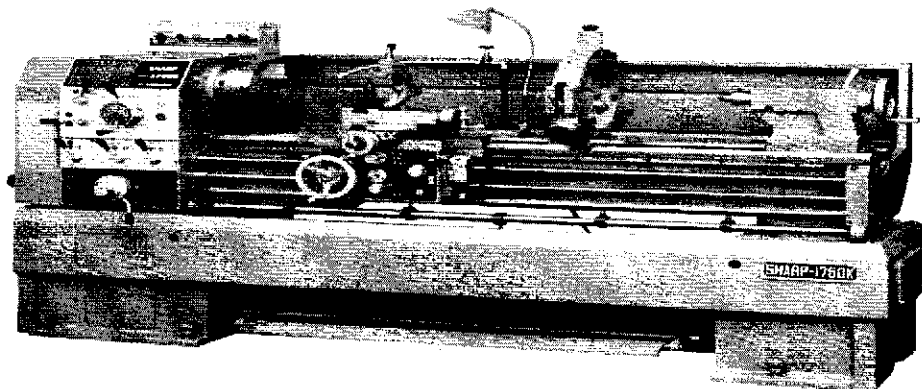
3/2/15
7A

SEALED BIDS ACCEPTED ON SURPLUS PROPERTY

City of Deadwood

Is accepting sealed bids on the following surplus equipment:

Sharp model 1760k high speed precision metal lathe. Serial number 75468. 72 inch bench, updated to 12 inch three jaw chuck, and tree phase power. Comes with various tooling and tool cart.



Bids will be received until 5:00pm on Monday March 2, 2015 and opened that same day. Envelopes must be clearly marked "SEALED BID-SURPLUS PROPERTY". The city reserves the right to reject any or all bids. Payment must be made in Finance Officer within 24 hours of acceptance by City Commission. For further information, contact Tom Kruzel, Public Buildings Maintenance Supervisor at 605-578-3062.

/s/ Mary Jo Nelson, Finance Officer

Please publish Black Hills Pioneer: February 18

NOTICE TO BIDDERS

3/2/15
7B

The City of Deadwood will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 p.m. on February 24, 2015, to complete the **"Deadwood Days of 76 Grandstand Project"** at 15 Seventy-Six Street for the City of Deadwood. Bids will be publicly opened at 2:00 p.m. on February 24, 2015 with results presented on March 2, 2015 at 5:00 p.m. at the City Commission meeting in City Hall, 102 Sherman Street, Deadwood, SD.

Plans and specifications for the project may be obtained from Dave Stafford Architecture, 809 South Street, Suite 203, Rapid City, South Dakota 57701 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

Bid security will be required in the form of a cashiers check or certified check in the amount of five (5) percent of the total for the bid submitted, or through a bid bond of not less than ten (10) percent of the total for the bid submitted, made payable to the City of Deadwood. A performance bond is also required.

Bids will be sealed and marked **Deadwood Days of 76 Grandstand project**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 2nd day of February 2015.



Mary Jo Nelson
City of Deadwood Finance Officer

Publish BH Pioneer: February 5 and 12

For any notice that is published twice:

This notice is published twice at an approximate cost of \$ _____.

BID OPENING
February 24, 2015
Days of '76 Grandstand Project

Bid opening was held at 2:00 p.m. on February 24, 2015. Deputy Finance Officer Misty Trehella, Planning and Zoning Administrator Bob Nelson Jr., Historic Preservation Officer Kevin Kuchenbecker, Dave Stafford, Jeff Reuppel were present as was a representative from Mac Construction and Scull Construction.

BIDDER	BID SECURITY	ADDENDUMS	BID
MAC Construction	X	1,2	\$1,268,000.00
Scull Construction	X	1,2	\$1,229,000.00



Mary Jo Nelson, Finance Officer



February 24, 2015

Kevin Kuchenbecker
Historic Preservation Officer
City of Deadwood
108 Sherman Street,
Deadwood, SD 57732

Days of 76 Grandstand Restroom and Concession Project

Dear Kevin:

I have reviewed the bids for the Days of 76 Grandstand Restroom and Concession Project. Scull Construction Services has submitted the Apparent Low Bid in the amount of \$1,229,000. Scull Construction is very familiar to me and I know them to be well qualified to do the required work. I recommend acceptance of Scull's bid for your project.

Sincerely,

David B. Stafford, AIA

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

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

MEMORANDUM

Date: February 26, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Rodeo Grounds Concession and Restroom Project – Bid Results
and Budget supplement

The results of the bid opening from 2:00 p.m. on Tuesday, February 24, 2015 for the Rodeo Grounds Concession and Restroom Project are as follows:

Scull Construction Services	\$1,229,000.00
MAC Construction, Inc.	\$1,268,000.00

Again, this project was identified as part of the City's overall Capital Improvement Plan for both 2014 and 2015.

Renovations are scheduled as follows: Demolition of the existing Concessions, Women's Restroom, and Men's Restroom, removal of designated log angle braces, refurbishment of the log structure as needed after removal of the above items/structures, removal and replacement of designated concrete flatwork, construction of a new retaining wall along Crescent Street and Construction of new Concessions and Restroom facilities and all associated foundations, electrical and mechanical as shown on Plans and Specifications.

Anticipated Time Frame of Project:

Bid Opening:	February 24, 2015
Projected Award Date:	March 2, 2015
Substantial Completion Date:	July 13, 2015
Estimated Amount:	\$825,000 -- \$1,200,000

On February 25, 2015, the Deadwood Historic Preservation Commission concurred with City staff and recommends accepting the bid from Scull Construction in the amount of \$1,229,000.00.

Furthermore, the Deadwood Historic Preservation Commission recommends supplementing the 2015 budget in the amount of \$1,029,000.00 from funds not otherwise appropriated for the year 2015 from unexpended cash and to proceed with the project and award the bid.

Attached to this memo is the balance sheet for Historic Preservation funds as of February 25, 2015.

BALANCE SHEET

AS OF: FEBRUARY 28TH, 2015

215-HISTORIC PRESERVATION

COUNT# TITLE

ASSETS

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215-1010	SAVINGS	(154,727.88)	}
215-1020	CASH ON HAND	200.00	
215-1050	CDS	13,528,008.24	
215-1060	INVESTMENT- SD FIT	0.00	
215-1070	RESTRICTED CASH IN BANKS	4,226,370.96	
215-1071	UNCOMMITTED RESTRICTED	0.00	
215-1072	CASH HELD IN CROSSOVER ESCROW	0.00	
215-1150	ACCOUNTS RECEIVABLE	0.00	
215-1151	ACCTS REC MISC	0.00	
215-1310	DUE FROM OTHER FUNDS	0.00	
215-1320	DUE FROM STATE GOVERNMENT	0.00	
215-1351	INTEREST RECEIVABLE	0.00	
		<u>17,599,851.32</u>	

TOTAL ASSETS

17,599,851.32

=====

LIABILITIES

=====

215-2020	ACCOUNTS PAYABLE	(4,540.48)	}
215-2030	A/P WITHHOLDING	0.00	
215-2040	A/P FICA AND MEDICARE	0.00	
215-2050	RETIREMENT PAYABLE	0.00	
215-2070	A/P DEDUCTIONS	0.00	
215-2070	UNDISBUR	0.00	
215-2080	HP DUE TO GENERAL FUND	0.00	
215-2081	HP DUE TO PARKING FUND	0.00	
215-2160	ACCRUED WAGES PAYABLE	0.00	
215-2240	DEFERRED REVENUE	0.00	
	TOTAL LIABILITIES	<u>(4,540.48)</u>	

EQUITY

=====

215-2620	FUND BALANCE	<u>17,882,018.88</u>
	TOTAL BEGINNING EQUITY	17,882,018.88

TOTAL REVENUE	144,871.25
TOTAL EXPENSES	<u>422,498.33</u>
TOTAL REVENUE OVER/(UNDER) EXPENSE	(277,627.08)

TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>17,604,391.80</u>
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TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	17,599,851.32
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Cash balance 2-25-2015	\$ 13,682,736.00
Reserve cash used in 2015	\$ (2,010,442.00)
Reserve for St. Ambrose 2016	\$ (400,000.00)
Increased Debt Serv. To 2020	\$ (2,130,588.00)
less one year operation	<u>\$ (7,000,000.00)</u>
	\$ 2,141,706.00

3/2/15
8A

**NOTICE OF PUBLIC HEARING
ATV EVENTS
RELAXATION OF OPEN CONTAINER ORDINANCE,
STREET CLOSURES, AND WAIVER OF BANNER FEES**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on March 2, 2015, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. consider the following request:

Relaxation of Open Container/Special Full Temporary Liquor License:

(License for Dwt Chamber)

Saturday May 16, 2015: Relaxation of Open Container Ordinance at the Rodeo Grounds from 10:00 a.m. to 10:00 p.m.

Sunday May 17, 2015: Relaxation of Open Container Ordinance at the Rodeo Grounds from 10:00 a.m. to 10:00 p.m.

Request to Waive Banner Fee:

Saturday May 16 – Sunday May 17, 2015.

Exception to Vendor Ordinance:

To grant exception and waive vending fee for non-profit (American Legion) at the Rodeo Grounds on May 16 & 17, 2015.

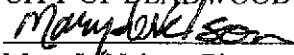
Street Closure:

Main Street closure from Four Aces to Shine Street from 9:00 a.m. to 10:00 a.m. or until parade ends on Saturday May 16, 2015.

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

Dated this 17th day of February, 2015.

CITY OF DEADWOOD


Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer, February 19, 2015

For any public notice that is published one time:

Published once at the total approximate cost of _____.

3/2/15
10A

ORDINANCE NUMBER 1224
SUPPLEMENTAL BUDGET APPROPRIATION #2 FOR 2015

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2015:

FUND 0215 HISTORIC PRESERVATION FUND \$1,029,000.00 for expenses related to Days of 76 rodeogrounds concession stand and bathroom upgrade. Source of Revenue: Unexpended cash.

Section 2. This Ordinance is for the support and maintenance of the municipal government of said City of Deadwood, South Dakota, and its existing public and shall take effect immediately upon publication.

CITY OF DEADWOOD

Charles M. Turbiville, Mayor

ATTEST: Mary Jo Nelson, Finance Officer

First Reading: March 2, 2015
Second Reading: March 16, 2015
Published: March 19, 2015
Effective: March 19, 2015

1 **ORDINANCE NO. 1211**

2
3 **ORDINANCE AMENDING CHAPTER 17.68 ENTITLED**
4 **HISTORIC PRESERVATION**
5

6 **WHEREAS**, the Deadwood City Commission has determined it is proper and necessary to
7 modify and amend Chapter 17.68 to preserve and protect Deadwood's Historic Resources,
8 therefore

9 **BE IT ORDAINED** Chapter 17.68 of the Deadwood Municipal Code entitled HISTORIC
10 PRESERVATION be amended as follows:

11 Deadwood, SD Code of Ordinances

12 **Chapter 17.68**
13 **HISTORIC PRESERVATION**

14 Sections:

- 15 17.68.010 Historic overlay zone.
16 17.68.020 Historic preservation commission.
17 17.68.030 Historic district commission.
18 17.68.040 Rules of procedure.
19 17.68.050 Criteria for issuance of certificates of appropriateness or project
20 approvals.
21 17.68.060 Procedures for issuance of certificates of appropriateness and
22 project approvals.
23 17.68.070 Unreasonable economic hardship.
24 17.68.080 Appeals.
25 17.68.090 Minimum maintenance requirements.
26 17.68.100 Demolition by neglect.
27 17.68.110 Public safety exclusion.
28 17.68.120 Enforcement and penalties.
29 17.68.130 Appropriations.
30 17.68.140 Title to property acquired.
31 17.68.150 Project review by state.

32 **17.68.010 Historic overlay zone.**

33 A. Purpose. An historic overlay zone is established for the purpose of the protection of the
34 historical resources of the city. Any development within such zone shall comply with the
35 provisions of this chapter.

36 B. Boundaries. The boundaries of the historic overlay zone are indicated on the zoning map.
37 under DCO 17.12.010 and follow the boundaries of the federally designated Deadwood
38 National Historic Landmark District which are defined as the 1981 Deadwood City limits and
39 its environs.

Comment [K1]: Reference to map under
zoning code

Comment [K2]: Proposed changes are to
clarify the boundaries

40 C. Planning Units.

- 41 1. The historic overlay zone is comprised of a series of planning units, indicated on the
42 zoning map under DCO 17.12.01d.

Comment [KK3]: Reference to map under zoning code

43 The planning units are based on historical development patterns. The historic
44 preservation commission provided for herein, shall initiate a thorough investigation of
45 each planning unit, and may develop design review guidelines specific to each unit. Such
46 guidelines may be consistent with local, state and federal guidelines and regulations,
47 including, but not limited to, building safety and fire codes and the Secretary of the
48 Interior's Standards and Guidelines for Archeology and Historic Preservation;

- 49 2. Except in Planning Unit 4 where a certificate of appropriateness is required, no person
50 shall commence any undertaking or project, as defined in Section 17.08.010 of this title,
51 ~~affecting any building, structure or historic resource~~ without approval of such
52 undertaking or project by the historic preservation commission, except when the
53 commission or its staff has determined that the undertaking or project will not encroach
54 upon, damage or destroy any historic property. Such determination shall be based upon
55 the guidelines adopted by the Deadwood historic preservation and district
56 commission(s);

Comment [KK4]: Clarification

- 57 3. Within Planning Unit 4, no exterior portion of any building or other structure (including
58 walls, fences, light fixtures, steps and pavement or other appurtenant features) nor
59 above-ground utility structure nor any type of outdoor advertising sign shall be erected,
60 altered, restored, moved or demolished until after an application for a certificate of
61 appropriateness as to exterior features has been submitted to and approved by the
62 historic district commission created by Ordinance No. 777. A certificate of
63 appropriateness shall be required whether or not a building permit is required.

64 (Ord. 952 (part), 1999; Ord. 900 (part), 1995; Ord. 831 § 7.1, 1992)

65 17.58.020 Historic preservation commission.

- 66 A. Purpose. By virtue of SDCL 1-19B-2, the city is authorized to establish a historic preservation
67 commission to preserve, promote and develop the historical resources of the city, and to
68 perform such other functions as may be provided by law. Pursuant to Resolution No.
69 1987-10, such a commission was established. That commission is recognized, and shall
70 consist of its current members until their successors are appointed as provided by this
71 section.

- 72 B. Membership. The Deadwood historic preservation commission shall consist of not less than
73 five (5) nor more than ten (10) members, who shall be appointed by the city commission
74 with due regard to proper representation of such fields as history, architecture, urban
75 planning, archeology, paleontology and law. All members of the historic preservation
76 commission shall reside within the city and shall serve for terms not to exceed three (3)
77 years, being eligible for reappointment.

- 78 C. Powers of the Historic Preservation Commission. In order to preserve, promote and develop
79 the historical resources of the city, the historic preservation commission shall have the

80 following powers:

- 81 1. To employ such qualified staff personnel, as it deems necessary;
- 82 2. To conduct a survey of local historic properties;
- 83 3. To enter, solely in performance of its official duties and only at reasonable times, upon
84 private lands for examination or survey thereof. However, no member, employee or
85 agent of the commission may enter any private building or structure without the
86 express consent of the owner or occupant thereof except as otherwise provided herein
87 or by applicable law;
- 88 4. To participate in the conduct of land-use, urban renewal and other planning processes
89 undertaken by the city;
- 90 5. To cooperate with the federal, state and local governments in the pursuance of the
91 objectives of historic preservation;
- 92 6. To contract, with the approval of the city, with the state or the federal government, or
93 any agency of either, or with any other organization;
- 94 7. To acquire fee and lesser interests in historic properties, including adjacent or
95 associated lands, by purchase, bequest or donation;
- 96 8. To preserve, restore, maintain and operate historic properties under the ownership or
97 control of the commission;
- 98 9. To sell, lease and otherwise transfer or dispose of historic properties subject to rights of
99 public access and other covenants and in a manner that will preserve the property;
- 100 10. To promote and conduct an educational and interpretive program on historic properties
101 within the city;
- 102 11. In addition to any review by the city's planning and zoning commission and/or building
103 official, the historic preservation commission shall review any undertaking, whether
104 publicly or privately funded, which will encroach upon, damage, or destroy any historic
105 property included in the national register of historic places or the state register of
106 historic places; the issuance of a permit is required before any undertaking which will
107 encroach upon, damage, or destroy historic property may proceed; the decision to
108 approve or deny a permit shall be based on the standards for historic preservation,
109 restoration, and rehabilitation projects adopted by rules promulgated pursuant to SDCL
110 1-19A-29; properties owned by the State of South Dakota are exempt from local review;
111 and, as appropriate, the historic preservation commission shall also consider criteria
112 contained in Section 17.68.050;
- 113 12. To recommend ordinances and otherwise provide information for the purposes of
114 historic preservation to the city commission;
- 115 13. To investigate and report on the historical, architectural, archeological or cultural
116 significance of any properties proposed to be included in a locally-designated historic
117 district pursuant to SDCL 1-19B-20. (Ord. 1160, 2011: Ord. 952 (part), 1999: Ord. 900

Comment [KK5]: Allowed under the IBC for emergency purposes

118 (part), 1995: Ord. 831 § 7.2, 1992)

119 17.58.030 Historic district commission.

120 A. Purpose. By virtue of SDCL 1-19B-38, the city is authorized to establish a locally designated
121 historic district, and a historic district commission. Pursuant to Ordinance No. 777, such a
122 district and commission were established. That district and commission are recognized by
123 this section.

124 B. Membership. The historic district commission shall consist of not less than three nor more
125 than seven members appointed by the city commission with due regard to proper
126 representation of fields such as history, architecture, architectural history, urban planning,
127 archaeology, paleontology and law. Where possible, the members shall be selected from
128 residents of the district.

129 The appointments to membership on the commission shall be so arranged that the term of
130 at least one member will expire each year, and their successors shall be appointed in like
131 manner for terms of three years.

132 C. Powers of the Historic District Commission. In order to preserve, promote and develop the
133 historical resources of the historic district established by Ordinance No. 777, the historic
134 district commission shall have the following powers:

- 135 1. To study any proposed amendments to Ordinance No. 777 and report thereon;
- 136 2. To adopt rules and regulations;
- 137 3. To employ clerical and technical assistants or consultants;
- 138 4. To accept gifts of money and expend the same for the performance of their purpose;
- 139 5. To issue or deny the issuance of certificates of appropriateness in accordance with
140 Section 17.68.010(C)(3) of this chapter.

141 (Ord. 831 § 7.3, 1992)

142 17.58.040 Rules of procedure.

143 To fulfill the purposes of this chapter:

- 144 A. A majority of the members of the historic preservation or historic district commission
145 must vote in agreement to constitute any valid action of that commission.
- 146 B. Each commission annually shall elect from its membership a chairperson and
147 vice-chairperson. It shall select a secretary from its membership or its staff. If neither
148 the chairperson nor the vice-chairperson attend a particular meeting, the remaining
149 members shall select an acting chairperson from the members in attendance at such
150 meeting.
- 151 C. Each commission shall keep minutes and records of all meetings and proceedings, which
152 shall be a matter of public record.
- 153 D. Each commission shall establish its own regular meeting time, which shall be scheduled
154 at least once every month. The chairperson or any two members may call a special

meeting to consider an urgent matter.

~~E. Certificates of appropriateness issued by the historic district commission and project approvals issued by the historic preservation commission shall expire twelve (12) months after issuance. When a certificate or an approval have expired, an applicant may seek a new certificate or approval.~~

Comment [KK6]: This section moved to line 305 as it makes more sense in that portion of the ordinance

Should any voting member of either commission miss three consecutive meetings without adequate excuse, or twenty-five (25) percent of the meetings in any one calendar year, the voting members of that commission shall have the authority to recommend to the city commission that such member be removed from the commission.

(Ord. 900 (part), 1995; Ord. 831 § 7.4, 1992)

17.68.050 Criteria for issuance of certificates of appropriateness or project approvals.

The historic district and historic preservation commissions shall use the following criteria and established design review guidelines in granting or denying certificates of appropriateness and project approvals:

A. General Factors.

1. Architectural design of the resource and proposed alteration;
2. Historical significance of the resource;
3. General appearance of the resource;
4. Condition of the resource;
5. Materials composing the resource;
6. Size of the resource;
7. The relationship of the above factors to, and their effect upon the immediate surroundings and upon the district as a whole and its architectural and historical character and integrity; and
8. The location and visibility of the alteration and resource.

B. New Construction.

1. In advance of new construction, steps shall be taken by the owner to insure evaluation of possible archaeological resources, as set forth in SDCL 1-20.
2. The following aspects of new construction shall be visually compatible with the buildings and environment with which the new construction is visually related, including but not limited to: the height, the gross volume, the proportion between width and height of the facade(s), the proportions and relationship between doors and windows, the rhythm of solids to voids created by openings in the facade, the materials, the textures, the colors, the patterns, the trims and the design of the roof.
3. Existing rhythm created by existing building masses and spaces between them shall be

191 preserved.

192 4. The landscape plan shall be compatible with the resource, and it shall be visually
193 compatible with the environment with which it is visually related. Landscaping shall also
194 not prove detrimental to the fabric of a resource, or adjacent public or private
195 improvements like sidewalks and walls.

196 5. No specific architectural style shall be required.

197 6. With respect to these new construction criteria, the commission shall also consider the
198 zoning classification and historic integrity of visually related buildings.

199 C. Exterior Alteration.

200 1. All exterior alterations to a building, structure, object, site or landscape feature shall be
201 compatible with the resource itself and other resources with which it is related. The
202 original design of a building, structure, object or landscape feature shall be considered
203 in applying these standards.

204 2. Exterior alterations shall not affect the architectural character or historic quality of a
205 resource and shall not destroy the significance of resource sites.

206 D. Demolition.

207 1. The individual architectural, cultural and/or historical significance of the resource.

208 2. The importance or contribution of the resource to the architectural character of the
209 district and, where appropriate, the damaging impact of the resource on the
210 architectural character of the district.

211 3. The importance or contribution of the resource to neighboring property values and,
212 where appropriate, the damaging impact of the resource on neighboring property
213 values.

214 4. Whether or not the resource is structurally sound, including the owner's efforts to
215 properly maintain the resource.

216 5. Whether or not the resource can be rehabilitated or reused on site to provide for a
217 reasonable beneficial use of the property, taking into consideration the various, federal,
218 state and local incentives for such projects.

219 6. Whether or not it is possible and/or appropriate to move the resource to another site to
220 be rehabilitated or reused in the historic district(s) for a reasonable beneficial use of the
221 property, taking into consideration the various, federal, state and local incentives for
222 such projects.

223 7. Whether or not appropriate measures are proposed to be taken with respect to
224 the potential for the discovery of archaeological resources on the subject property.

225 ~~4. The commission shall consider the difficulty or impossibility of~~
226 ~~reproducing such a resource because of its texture, design, material or detail.~~

227 9. —5. An applicant for demolition must receive a certificate of appropriateness or

Comment [KK7]: Provides the commission a
clear list of factors for consideration

project approval ~~for demolition~~ before receiving a demolition permit ~~issued by~~
Deadwood Historic Preservation Officer and Building Inspector, which must be received
prior to demolition. In order to receive such certificate of appropriateness or project
approval, the applicant must submit plans for the property. In planning unit number 4,
such plans must include or contemplate new construction, and the applicant shall
provide the historic district commission with plans for this purpose which shall include,
but shall not be restricted to, project concept, primary elevations, site plans, completed
working drawings for at least the foundation plan which will enable the applicant to
receive a permit for foundation construction and a construction or project schedule
including satisfactory assurances of compliance with such construction or project
schedule. Other than in planning unit number 4, such plans do not have to include new
construction.

Comment [KK8]: Clarity on who issues permit

10. In cases of partial demolition affecting an historic resource, the application shall include
proof that the partial demolition is required for the renovation, restoration or
rehabilitation of the resource and the applicant has provided the necessary plan and
action to mitigate to the greatest extent possible any impacts on the historical and
architectural significance of the resource, and any other resources located on the
property.

Comment [KK9]: Requires plan to avoid partial
demolition issues such as the Wing Tsue Building

Prior to the issuance of a permit for demolition or partial demolition, the
commission may require the applicant to provide information about the resource
including the date of original construction, significant events and occupants,
architectural features and a description of the building through photographs, plans and
maps. As a part of this process, the commission may require the applicant to allow the
Historic Preservation Officer or that person's appointee on the subject property to
provide additional photo documentation of the resource. The city may further require
the preservation or salvage of specific architectural elements of the resource.

Comment [KK10]: Provides for proper
recording of the resource prior to demolition

6. Applicants that have received a certificate of appropriateness or project
approval for demolition shall be permitted to receive such demolition permit without
additional commission action, provided that such certificate of appropriateness includes
approval of construction plans if the demolition is located within planning unit number
4. Permits for demolition and construction shall be issued simultaneously if the
requirements of this section are met, and the applicant has provided financial proof of
his or her ability to complete the project.

7. When the commission recommends approval of demolition of a resource,
a permit shall not be issued until all plans for the site have received approval from all
appropriate city boards, commissions, departments and agencies. Compliance with SDCL
1-19A 11.1 shall be considered prior to the issuance of a demolition permit by Building
Inspector and Deadwood Historic Preservation Officer.

Comment [KK11]: Parallels state law under
SDCL 1-19A 11.1

(Ord. 952 (part), 1999; Ord. 926 (part), 1997; Ord. 831 § 7.5, 1992)

17.68.060 Procedures for issuance of certificates of appropriateness and project approvals.

A. Whenever any application for a certificate of appropriateness or project approval is filed

with the historic district or historic preservation commission, the commission^(s) and/or their staff shall immediately notify the city building official that the application has been filed.

Comment [KK12]: Clarity

Similarly, whenever the city building official becomes aware that an application has been filed for a permit affecting a property under the jurisdiction of the historic district or historic preservation commission, the city building official shall immediately notify the commission chairperson or vice-chairperson, if the chairperson is unavailable, and/or their staff that such an application has been filed.

Comment [KK13]: Clarity

B. The commissions and/or their staff shall have the authority to determine when a filed application is complete and contains all required information. An application deemed incomplete by the commissions shall not be considered to have been filed for the purposes of this chapter. The commissions shall develop and adopt standard application forms and its written guidelines shall specify what information an applicant shall attach to each form.

Comment [KK14]: Clarity

C. The chairperson or vice-chairperson of each commission shall establish a regular schedule for the hearings of that commission. At least one hearing shall be scheduled for each month.

D. The applicant shall, upon request, have the right to a preliminary conference with a member of the commission or of the commission staff for the purpose of learning whether changes or adjustments to the application could make it more consistent with the commission's standards.

E. At the scheduled hearing, the applicant for a certificate of appropriateness or project approval has the right to present any relevant information pertaining to the application. Likewise, the city, the commission and its staff and members of the public shall have the right to present any additional relevant information pertaining to the application.

F. The commissions shall have the right to recommend changes and modifications to enable the applicant to meet the requirements of the commission.

G. The issuance of a certificate of appropriateness or project approval shall not relieve an applicant of the need for a companion building permit, conditional use permit, variance or other authorization from compliance with any other requirement or provision of the laws of the city or the state concerning zoning, construction, repair or demolition. In all such cases, applicants are encouraged to apply first for a certificate of appropriateness or project approval as other city agencies will be advised by the historic preservation or historic district commissions in making their subsequent decisions. No building permit which affects a resource shall be issued by the city building official prior to the issuance of a certificate of appropriateness or project approval by the historic district or historic preservation commission.

Comment [KK15]: Clarity

H. The project under the certificates of appropriateness issued by the historic district commission or a project approval issued by the historic preservation commission shall be completed within one hundred and eighty (180) days after issuance. The applicant may seek an extension for a certificate of appropriateness or project approval prior to the expiration.

The issuance of the extension shall be at the discretion of the applicable commission and the expiration date shall be set at the time of the issuance of the extension. Failure to comply with terms of the approved project shall be deemed in violation of this chapter and subject to applicable measures of law under DCO 17.68.120.

Comment [KK16]: Moved from 156 and sets time limit to complete a project with option for extensions issued by the appropriate commission

(Ord. 831 § 7.6, 1992)

17.68.070 Unreasonable economic hardship.

A. When a claim of unreasonable economic hardship is made due to the effect of this chapter, the owner of record must present evidence sufficient to prove that as a result of the historic district or historic preservation commission's action he or she is unable to obtain a reasonable return or a reasonable beneficial use. The owner of record shall submit by affidavit to the commission for its review information which shall include, but not be limited to, the following:

1. Date the property was acquired by its current owner;
2. Price paid for the property (if acquired by purchase) and the relationship (if any) between the buyer and the seller of the property;
3. Mortgage history of the property, including current mortgage;
4. Current market value of the property;
5. Equity in the property;
6. Past and current income and expense statements for a two-year period;
7. Past capital expenditures during ownership of current owner;

8. Appraisals of the property obtained within the previous two years; and

~~9. The cost to rehabilitate or restore the property;~~

Comment [KK17]: Provides for additional considerations

10. Income and property tax factors affecting the property; and-

~~11. The availability and use of financial incentive programs at a local, state and federal level.~~

Comment [KK18]: Provides for additional considerations

B. The commission may require that an applicant furnish additional information relevant to its determination of unreasonable economic hardship.

~~12. The consideration for economic hardship shall not include willful or negligent acts by the owner or by their agent, purchase of the property for more than the market value, failure to perform normal maintenance and repairs, failure to diligently solicit and retain tenants, or failure to provide normal tenant improvements.~~

Comment [KK19]: Adds a willful neglect clause to the ordinance

~~13. The commission may receive and consider studies and economic analyses from other city agencies and from private organizations relating to the property in question.~~

~~14. Should the commission determine that the rehabilitation or preservation of the subject property is not economically reasonable for the owner-owner's present return is not reasonable, it the commission must consider whether there are other uses currently~~

345 allowed that would provide a reasonable return or beneficial use and whether such a return
346 could be obtained through the commissions acquisition or investment in the property for
347 rehabilitation purposes.

Comment [KK20]: Provides for a clause for the option of the commission to save the property by acquisition or investment

348 Should the applicant satisfy the commission that he or she would suffer an unreasonable
349 economic hardship if a certificate of appropriateness or project approval were not issued,
350 such certificate must be approved.

351 (Ord. 831 § 7.7, 1992)

352 17.68.080 Appeals.

353 The applicant who desires to appeal a decision by the historic district or historic preservation
354 commission shall file an appeal with the circuit court of Lawrence County within thirty (30) days
355 after the determination of the issue by the commission in the manner provided by law.

356 (Ord. 831 § 7.8, 1992)

357 17.68.090 Minimum maintenance requirements.

358 In order to insure the protective maintenance of resources, the exterior features of such
359 properties shall be maintained to meet the requirements of the city's minimum housing code
360 and the city's building code under DCO 15.01. The building official shall consult with the Zoning
361 Administrator, Director of Public Work and the Historic Preservation Officer about any
362 suspected violations of said codes.

Comment [KK21]: Clarification for building code chapter

363 (Ord. 831 § 7.9, 1992)

364 17.68.100 Demolition by neglect.

365 The Historic Preservation Commission shall prepare and follow written pProcedures to identify
366 and protect resources from potential demolition resulting from the deliberate, intentional or
367 inadvertent neglect of the owner or owners.

Comment [KK22]: Under 17.68.100 removed references to Minimum Maintenance covered in 17.68.090 and removed references to condemnation as it is building officials responsibility, thus simplifying the ordinance.

368 A. Purpose. The owner or other person having such legal possession, custody, and control of
369 any resources as defined in Chapter 17.08 of this title within an historic district or historic
370 overlay zone shall not allow the potential demolition resulting from the deliberate,
371 intentional or inadvertent neglect. All resources as defined in Chapter 17.08 of this title
372 within an historic district or historic overlay zone, including the exterior features of any
373 building or structure (inclusive of, but not limited to, walls, fences, light fixtures, steps,
374 pavement, paths, or any other appurtenant feature), or any type of outdoor advertising sign
375 either designated as an historic resource or found to have significance, or any archeological
376 resource shall be preserved by the owner or such other person who may have legal
377 possession, custody, and control thereof against decay and deterioration and kept free from
378 structural defects. The owner, or other person having such legal possession, custody, and
379 control, shall repair such exterior features if they are found to be deteriorating, or if their
380 condition is contributing to deterioration, including but not limited to any of the following
381 defects:-

- 382 1. Deterioration of exterior walls, foundations, or other vertical support that causes
383 leaning, sagging, splitting, listing, or buckling;-

- ~~2. Deterioration of flooring or floor supports, roofs, or other horizontal members that causes leaning, sagging, splitting, listing or buckling;~~
- ~~3. Deterioration of external chimneys that causes leaning, sagging, splitting, listing, or buckling;~~
- ~~4. Deterioration or crumbling of exterior plasters or mortars or the deterioration or crumbling or spalling of exterior bricks;~~
- ~~5. Ineffective waterproofing of exterior walls, roofs, and foundations, including broken windows or doors;~~
- ~~6. Defective protection or lack of weather protection for exterior wall and roof coverings, including lack of paint, or weathering due to lack of paint or other protective covering;~~
- ~~7. Rotting, holes, and other forms of decay;~~
- ~~8. Deterioration of exterior stairs, porches, handrails, window and door frames, cornices, entablatures, wall facings, and architectural details that causes delamination, instability, loss of shape and form, or crumbling;~~
- ~~9. Heaving, subsidence, or cracking of sidewalks, steps or pathways;~~
- ~~10. Deterioration of fences, gates, and accessory structures;~~
- ~~11. Deterioration that has a detrimental effect upon the historic character of the district or overlay zone as a whole or the unique attributes and character of the resource;~~
- ~~12. Deterioration of any exterior feature so as to create or permit the creation of any hazardous or unsafe conditions to life, health, or other property; or~~
- ~~13. Any other deficiencies or defects that may constitute or contribute to the decay or deterioration of any resource or property.~~

B. Investigation and Inspection. During the investigation and inspection of any resource under DCO 17.68.090 is found that the condition of the resource is suspected of being destroyed, damaged, or lost through or by neglect or intentional neglect of the owner of the resource, the building official shall consult with the Zoning Administrator, Director of Public Work and the Historic Preservation Officer about any suspected deficiencies or defects. If the condition of any resource as contemplated in paragraph A, above is suspected of being destroyed, damaged, or lost through or by neglect of the owner of the resource, the building official shall conduct an investigation and inspection of the resource. Prior to conducting any investigation or inspection, the building official shall:

- ~~1. Request, within fifteen (15) days of the identification of any suspected defects, permission from the owner of the resource to have full access to the resource; and~~
- ~~2. Consult with the city planner and the historic preservation officer about any suspected deficiencies or defects outlined in paragraph A, above, _~~

C. Findings. Upon determination by mutual agreement of the official's reference in B above that demolition or intentional neglect is occurring, tThe building official shall prepare, within

fifteen (15) days of the completion of his investigation and inspection, a written report of his findings on the condition and required remedies of the resource. ~~which report may identify, but is not limited to, the following:~~

- ~~1. That there is no action required by the owner or owners;~~
- ~~2. That minimum maintenance of the resource is required to protect, preserve, and/or stabilize the resource;~~
- ~~3. That the resource is being demolished by neglect; or~~
- ~~4. That the resource may be demolished, vacated, or stabilized.~~

Formatted: Indent: Left: 0.25", Hanging: 0.25", No bullets or numbering

D. Notice of Report. A copy of any report shall be sent by certified mail, return receipt requested, to the owner of the resource and a copy provided to the Public Works Director, Zoning Administrator, Historic Preservation Officer and the Historic Preservation Commission ~~historic preservation commission~~ and may include any recommendations including a time frame to conduct the remedial work ~~remedy minimum maintenance~~ or other work necessary to stop the demolition by neglect, stabilize the resource, vacate the property, or demolish the resource.

E. Hearing and Notice of Hearing. Upon receipt of any written report in which the building official has found that there is ~~minimum maintenance required~~, demolition by neglect, or the resource can or should be demolished, the historic preservation officer shall cause to be scheduled a hearing before the historic preservation commission to review and take action based on the report from the building official. The owner of the resource shall be served with written notice of the time and date of the hearing not less than ten (10) days prior to the hearing.

F. Legal Notice Requirement. Any notice required herein shall be considered delivered if sent by certified mail, return receipt requested and mailed to the last known address of the record owner or owners as listed on the city and/or county tax rolls or by other methods allowed by law.

G. Hearing on Report. At the hearing the historic preservation commission shall receive evidence on the issue of whether the subject resource should be repaired, vacated, stabilized, or can be demolished. ~~The owner or owners may present competent evidence in rebuttal thereto.~~ At the conclusion of the hearing, the historic preservation commission shall require the owner to present a preliminary plan including a timetable to the historic preservation commission within thirty (30) days generally identifying the work necessary to abate the demolition by neglect. The owner or owners or their agents shall submit an application for a certificate of appropriateness and/or project approval for all proposed work. The historic preservation commission must review and act on all applications before issuance of a building permit. All work shall be completed within ninety (90) days of the approval from the historic preservation commission. The historic preservation commission may grant up to two (2) extensions of ninety (90) days each due to inclement weather or other unforeseen difficulties. Should the historic preservation commission find that the owner or owners have not pursued the necessary

repairs with reasonable diligence, the historic preservation commission may pursue civil and/or criminal penalties under DCO 17.68.120 and/or request that the city cause the required work to be completed with any costs associated thereto attached to the property as a tax lien.

may make, but shall not be limited to, one of the following determinations:

1. That there is no action required by the owner or owners.
2. That minimum maintenance is required and requiring the owner to present a plan to the historic preservation commission within thirty (30) days from the receipt of notice of the historic preservation commission's determination as to the steps the owner must undertake to correct minimum maintenance issues. The owner or owners or their agents may be required to submit an application for a certificate of appropriateness and/or project approval for all proposed work. The historic preservation commission must review and act on all such applications before the issuance of a building permit. All work shall be completed within ninety (90) days of the approval from the historic preservation commission. The historic preservation commission may grant up to two (2) extensions of ninety (90) days each due to inclement weather or other unforeseen difficulties. Should the historic preservation commission find that the owner or owners have not pursued the necessary repairs with reasonable diligence, the historic preservation commission may pursue civil and/or criminal penalties (17.68.120) and/or request that the city cause the required work to be completed with any costs associated thereto attached to the property as a tax lien.
3. Demolition by neglect is occurring and requiring the owner to present a preliminary plan including a timetable to the historic preservation commission within thirty (30) days generally identifying the work necessary to abate the demolition by neglect. The owner or owners or their agents shall submit an application for a certificate of appropriateness and/or project approval for all proposed work. The historic preservation commission must review and act on all applications and must also approve all timetables for work required to abate the demolition by neglect before issuance of a building permit. The historic preservation commission may grant extensions to the timetable due to inclement weather or other unforeseen difficulties. Should the historic preservation commission find that the owner or owners have not pursued the necessary repairs with reasonable diligence, the historic preservation commission may pursue civil and/or criminal penalties (17.68.120) and/or request that the city cause the required work to be completed with any costs associated thereto attached to the property as a tax lien.
4. Condemnation of the resource and allow for its demolition in compliance with all local, state, and federal laws, rules, and regulations. Within thirty (30) days the owner shall present a plan to the historic preservation commission identifying the necessary recordation which, along with the demolition shall be completed within ninety (90) days. Recordation must be reviewed and acted upon by the historic preservation commission before a demolition permit is issued. The historic preservation commission may grant up to two (2) ninety (90) day extensions due to inclement weather or other unforeseen difficulties. Should the historic preservation commission find that the

~~owner or owners have not undertaken recordation and demolition with reasonable diligence, the historic preservation commission may pursue civil and/or criminal penalties (17.68.120) and/or request that the city cause the required work to be completed with any costs associated thereto attached to the property as a tax lien.~~

H. Notice of Commission Action. The historic preservation officer shall notify the owner in writing of the determination of the historic preservation commission and the action required of the owner within ten (10) days of the hearing. Such notice shall identify and provide clear instructions to the owner as to the remedial work required by the historic preservation commission.

I. Remedial Work and Compliance. Upon the completion of any ~~minimum-~~maintenance~~remedial~~ work, recordation work, or other work required by the historic preservation commission, the owner shall notify the historic preservation officer of the completed work. The building official along with the historic preservation officer and any other professional deemed necessary by the building official and/or historic preservation officer shall inspect, within fifteen (15) days of notification, the completed work and shall cause, within fifteen (15) days of the inspection, the issuance of a written report to be submitted to the owner and the historic preservation commission to determine if the work completed is in compliance with city codes and ordinances and meets the requirements of the historic preservation commission. The historic preservation commission must review and act upon all such reports. All remedial work required by the historic preservation commission must be completed in compliance with such plans approved by the historic preservation commission.

J. Intentional Neglect. Intentional neglect shall be defined as willful actions perpetrated by the owner or owners or their agents that result in damage to a resource. Such actions may include, but are not limited to, intentional running of water taps, hoses, or other man-made water devices resulting in flooding, erosion, or other water damage to the resource; intentional exposure of the resource to natural elements of wind, rain, snow, or other precipitation through the opening of windows, doors, skylights, or other moveable features of a resource; intentional drilling, boring, or cutting of holes in the roof, exterior walls or supporting members of a resource.

(Ord. 1081 (part), 2007; Ord. 1007, 2003; Ord. 831 § 7.10, 1992)

17.68.110 Public safety exclusion.

In the event any resource shall be damaged by flood, fire, or other catastrophe or unforeseen event that results in damage or possible loss of a resource, and the building official, with the concurrence of the city planner and the historic preservation officer, deems the resource to present an immediate threat to public safety, the historic preservation officer shall call an emergency meeting before the historic preservation commission, which shall take place within seventy-two (72) hours of the event. At such meeting, evidence shall be presented regarding the seriousness of the damage and the threat to public safety and any evidence in rebuttal thereto may also be presented. In the event the danger to public safety is imminent, the owner or owners shall stabilize and protect the resource pending consideration by the historic

545 preservation commission. The historic preservation commission shall, based on the evidence
546 presented, determine the course of action to be taken.

547 (Ord. 1081 (part), 2007; Ord. 831 § 7.11, 1992)

548 **17.68.120 Enforcement and penalties.**

549 The following civil and criminal penalties may be imposed upon those persons, firms, or
550 corporations found to have violated requirements or prohibitions contained within this chapter.

551 A. Civil Penalty.

552 1. Any person who constructs, alters, relocates, or demolishes any building or resource in
553 violation of this chapter or causes any building or resource to be constructed, altered,
554 relocated, or demolished in violation of this chapter may be required to restore the
555 building or resource to its appearance or setting prior to the violation. Any action to
556 enforce this provision shall be brought by the city. Any civil remedy shall be in addition to,
557 and not in lieu of, any criminal prosecution and penalty.

558 2. If demolition of a building or resource occurs without issuance of proper permits based
559 on the procedures of city, state or federal regulations, or without the issuance of a
560 certificate of appropriateness, or project approval, then any City permits, by any city
561 office, on the subject property, with the exception of a permit to restore the building or
562 resource as set forth above, may be denied for a period of ten (10) years. ~~In addition,~~
563 ~~the applicant may not be entitled to have issued to the applicant, by any city office, a~~
564 ~~permit allowing any curb cuts on the subject property for a period of ten (10) years from~~
565 ~~and after the date of such demolition.~~

Comment [KK23]: Provides the City Commission with a wider range of options other than curb cuts

566 3. If any other undertaking or project other than the demolition of a building or resource
567 occurs without issuance of proper permits based on the procedures of city, state or
568 federal regulations, or without the issuance of a required certificate of appropriateness
569 or project approval, then any City permits, by any city office, on the subject property,
570 with the exception of a permit to restore the building or resources as set forth above,
571 may be denied for a period of five (5) years. ~~In addition, the applicant may not be~~
572 ~~entitled to have issued to the applicant, by any city office, a permit allowing any curb~~
573 ~~cuts on the subject property for a period of five (5) years from and after the date of such~~
574 ~~undertaking or project.~~

Comment [KK24]: Provides the City Commission with a wider range of options other than curb cuts

575 4. If any resource found to be in a state of demolition by neglect as outlined in 17.68.100
576 should be allowed by the owner or owners to remain in a state of demolition by neglect,
577 then any City permits, by any city office, for any property issued to the owner or
578 owners, with the exception of those permits expressly for the necessary repairs to
579 restore the resource to a safe and sound condition, may be denied for a period of ten
580 (10) years or until such time as the resource has been returned to a safe and sound
581 condition, whichever is shorter. ~~In addition, the owner or owners may not be entitled to~~
582 ~~have issued to them, by any city office, a permit allowing any curb cuts on any property~~
583 ~~for a period of ten (10) years, or until such time as the resource has been returned to a~~
584 ~~safe and sound condition, whichever is shorter.~~

Comment [KK25]: Provides the City Commission with a wider range of options other than curb cuts

585 5. The City Commission may institute appropriate action or proceeding in the name of the
586 City of Deadwood to enjoin, correct or abate any violation of this chapter including but
587 not limited to withholding any City permits, by any city office, and/or any actions
588 allowable under SDCL 42-7B, et seq, if applicable.

Comment [KK26]: Allows for enjoining the SD Commission on Gaming if necessary

589 B. Criminal Penalty. Any person or legal entity who constructs, alters, relocates, demolishes,
590 or intentionally allows demolition by neglect of any building or resource in violation of this
591 chapter; or who causes any building or resource to be constructed, altered, relocated, or
592 demolished in violation of this chapter; or who fails to perform any conditions of any
593 Certificate of Appropriateness or Project Approval issued hereunder, shall constitute a
594 violation and be guilty of a Class 2 Misdemeanor punishable by the maximum sentence as
595 set forth in SDCL 22-6-2. Each day the violation continues to exist shall be punishable as a
596 separate offense. (Ord. 1081 (part), 2007; Ord. 851 (part), 1993; Ord. 831 § 7.12, 1992)

Comment [KK27]: Ties back to line 305 regarding timeframe and follow through on Certificate of Appropriateness / Project approvals

597 17.68.130 Appropriations.

598 The city is authorized to make appropriations to the commission necessary for the expenses of
599 the operation of the commission and may make additional amounts available as necessary for
600 the acquisition, restoration, preservation, operation and management of historic properties.

601 (Ord. 831 § 7.13, 1992)

602 17.68.140 Title to property acquired.

603 All property acquired by funds appropriated by the city shall be acquired in the name of the city
604 unless otherwise provided by the city.

605 (Ord. 831 § 7.14, 1992)

606 17.68.150 Project review by state.

607 Projects requiring review pursuant to this chapter, after approval by the historic district
608 commission or historic preservation commission, will be submitted to the South Dakota
609 Historical Preservation Center Office for review as required by SDCL 1-19A-11.1 or any written
610 agreements between the city and the state of South Dakota. The requested certificate of
611 appropriateness or project approval shall be issued or denied by the city after the review
612 process described by SDCL 1-19A-11.1 and its supporting rules or any written agreements
613 between the city and the state of South Dakota has been implemented.

Comment [KK28]: Correct name

614 (Ord. 961, 2000; Ord. 831 § 7.15, 1992)

615
616 Dated this ____ day of ____, 2014.

617 CITY OF DEADWOOD

618
619 _____
620 Charles Turbiville, Mayor

621 ATTEST:

622 _____
623 Mary Jo Nelson
624 Finance Officer
625
626 First Reading:
627 Second Reading:
628 Published:
629 Adopted:



DEADWOOD

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

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

3/2/15
10C
DEADWOOD CITY HALL
102 Sherman Street
Telephone (605) 578-2600

MEMORANDUM

Date: February 24, 2015
To: Deadwood City Commissioners
Re: Trail Access Easement and Snowmobile Access on Trail

Recently a proposal was brought to this office to potentially enhance the visitor experience in regards to outdoor recreation in our area, specifically snowmobiling. The Deadwood Mountain Grand has inquired as to whether or not the City would allow snowmobile access into the city to be extended to the Sherman Street Parking Lot or the Deadwood Mickelson Trailhead during the snowmobile season (December 15 - March 15).

The Deadwood Mountain Grand has expressed interest in having Snowmobiles available for rent to guests and to provide the guests with access to the Mickelson Trail via an abandoned railroad spur line which currently runs west of the Deadwood Mountain Grand.

There are several items that must be addressed for this to be allowed and become a reality. The first item which is of most importance is the use of the Mickelson Trail from Walnut Street or the location of Southside Service to the Deadwood Mickelson Trailhead as a mixed use trail (Snowmobiles/Walkers). This would require the approval of the City Commission and a public hearing is recommended to approve due to past experience with snowmobiles traveling this portion of the trail, the noise created, and the affect it has on the neighboring properties.

An additional item that will require City Commission approval is the use of a portion of the railroad spur line owned by the City of Deadwood. The Deadwood Mountain Grand has prepared an easement for your review and consideration as you consider the entire proposal. This easement can be changed to add additional conditions if the commission deems it necessary. Attached you will find the easement as well as maps for reference.

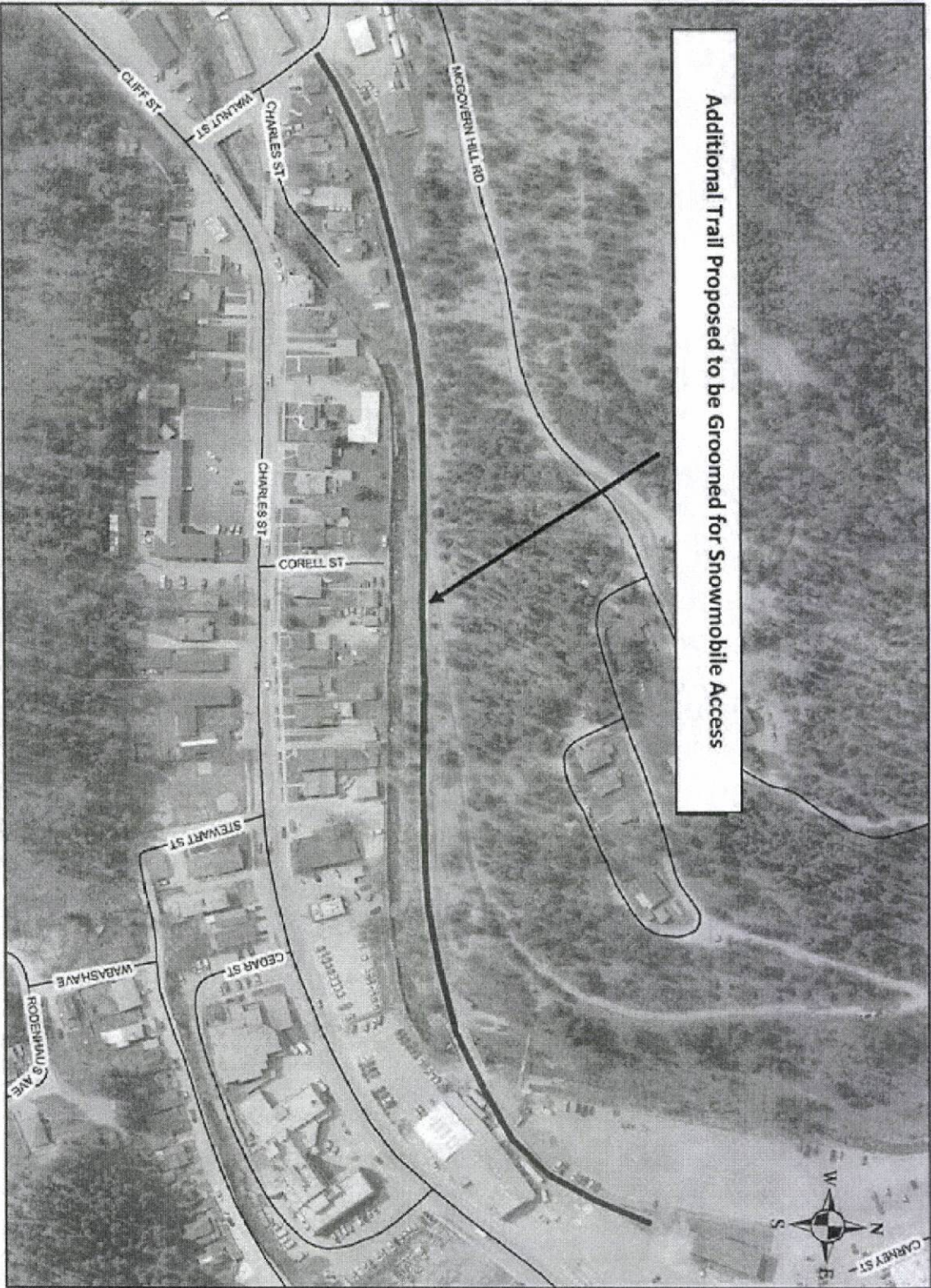
City staff have met with the South Dakota Game, Fish, and Parks and asked if they would have the capability to groom the remainder of the trail. They have indicated that they can groom the remainder of the trail and could make the trail a dual purpose trail to accommodate walkers/runners.

The proposal has been presented to the safety committee and recommendations brought out of committee have been implemented to the easement document and approved by the proposer. In addition to the changes to the easement the safety committee has recommended a public hearing on the proposal to seek public opinion and concerns.

Possible Action:

1. Set a public hearing date to discuss allowing snowmobile access from Walnut Street to the Sherman Street Parking Lot, grooming of the snow on the trail from Walnut Street to Sherman Street Parking Lot, and the request for easement across city property for snowmobile access.

Additional Trail Proposed to be Groomed for Snowmobile Access



Prepared by:
John R. Frederickson
FREDERICKSON LAW OFFICE, P.C.
PO Box 583
Deadwood, SD 57732
(605) 578-1903

EASEMENT AGREEMENT

This Agreement, made this _____ day of _____, 2015, by and between CITY OF DEADWOOD, a South Dakota municipal corporation, of 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and TENTEXKOTA, LLC, a South Dakota limited liability company, of 1906 Deadwood Mountain Drive, Deadwood, South Dakota 57732, hereinafter referred to as "TENTEXKOTA or DEADWOOD MOUNTAIN GRAND ("DMG").

RECITALS

WHEREAS, CITY is the owner of the following described real property:

Lot R1, City of Deadwood Railroad Property, located in the City of Deadwood, Lawrence County, South Dakota, as shown in Plat Document No. 87-649.

WHEREAS, DMG desires to use an existing roadway/trail over and across CITY'S property described above and as shown on Exhibit A, attached hereto and by such reference incorporated herein; and

WHEREAS, CITY wishes to grant an access easement to DMG to provide access for its guests, representatives, and agents to access the Mickelson Trail under the terms and conditions below; and

WHEREAS, the easement is for the benefit of DMG, its guests, invitees, representatives, or agents to provide access to the Mickelson Trail within the city limits of Deadwood, SD; and

WHEREAS, CITY wishes to be indemnified against and for any injuries to persons or property arising out of or in connection with DMG, its guests, invitees, representatives, or agents' use or maintenance of the roadway;

Based on the mutual covenants and agreements above, the parties hereby agree as follows

1. CITY shall grant DMG an easement over and across the real property described above and as shown on Exhibit A, to be used for access to the Mickelson Trail system, as trail conditions permit, from December 15th of one year through

March 15th of the next year (e.g. December 15, 2015, through March 15, 2016), for purposes of recreation and continuing maintenance; and

2. This easement shall be twelve (12') feet in width over and along the easement as shown in Exhibit A; and

3. DMG shall post 5 mph speed control signs clearly visible along the easement from Walnut Street to the Mickelson Trailhead and the spur line to DMG.

4. The easement created by this Agreement is superior and paramount to the rights of either party to this agreement in the respect of servient estates so created and the parties further agree it is a covenant, which shall remain in place until otherwise terminated by mutual agreement of the parties or court order; and

5. DMG hereby agrees to indemnify and hold harmless and defend CITY against any and all claims, suits or causes of action for injuries to property or persons arising out of or in connection with DMG's, its guests, invitees, representatives, or agents' use of said easement.

6. DMG or its successors, heirs, or assigns, covenants to CITY that at all times after the effective date of this instrument and at DMG'S own cost and expense, it shall repair and maintain the easement in a proper, safe, substantial, and workmanlike manner of the above-described easement.

7. It is expressly understood and agreed that DMG shall have the full right of ingress and egress to the real property described above for the purpose of maintaining, repairing, and keeping the easement in useable condition at all reasonable times.

8. CITY shall maintain and keep the right to install, repair, maintain, alter, and operate any sewers, storm drains, other infrastructure or water mains through its property but agrees to timely repair and reclaim any disturbed lands resulting from the repair or maintenance of any water or sewer lines so as not to interfere with DMG's use of the easement.

9. DMG shall abide by the City of Deadwood Trail Ordinance #1252.

CITY OF DEADWOOD

Charles Turbville, Mayor

ATTEST:

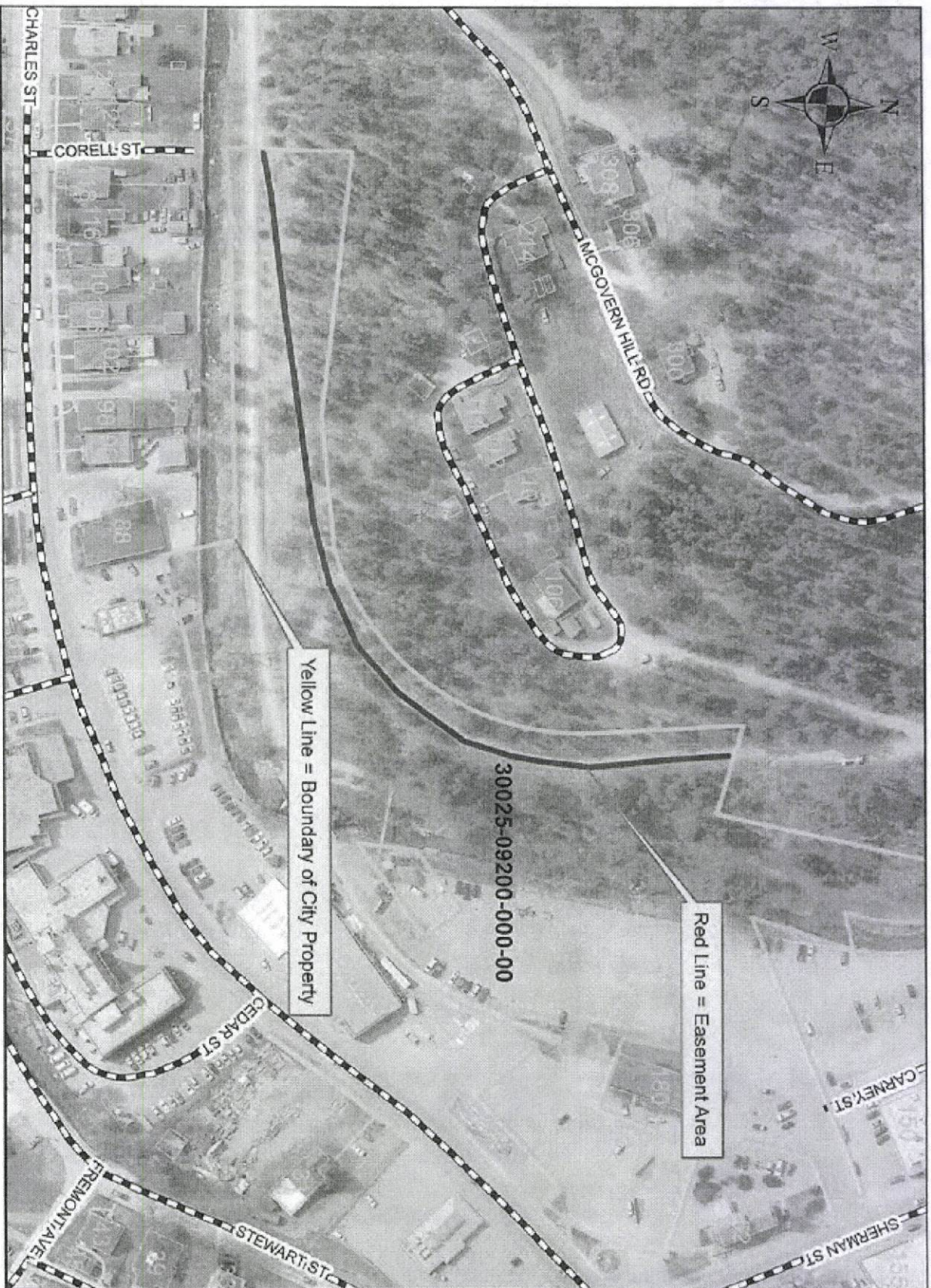
Mary Jo Nelson, Finance Officer

Mike Gustafson
Its: Managing Member

Notary Public
My commission expires:

Notary Public
My commission expires:

Trail Easement Exhibit A



CITY OF
DEADWOOD
PUBLIC WORKS DEPARTMENT

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

3/2/15
100

February 26, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Gabion Basket Retaining Wall

SUMMARY

Mitigating problems caused by winter storm Atlas in October 2013 is an on-going process. Debris, in Whitewood Creek, adjacent to the property at 116 Charles Street, caused a change in the creek channel. This resulted in some excessive erosion below the bottom row of gabion basket bank liners, which in turn caused settlement of the entire bank liner system in this area. Additionally, the upper two rows of gabion baskets, in this area, began to fail by tipping forward and moving outward towards the creek channel. Last summer, after the debris was removed and the creek channel returned to its appropriate location, measures were taken to restore the area that had been eroded. Large boulders in the area were relocated along the bank buttressing the gabion wall and providing a collection area to force creek sediments into the eroded areas. This effort was successful in stabilizing the bottom row of gabion baskets. However, we have been monitoring the top two rows of gabion baskets and have documented continuing movement of those baskets. It is appropriate, at this time to, repair this area of the wall before complete failure occurs. This will require excavation behind the gabion basket wall and then re-installing gabion baskets and provide a method of dead-man anchoring for the wall.

Part of the Highway 85 reconstruction project has the contractor installing a new storm sewer outfall pipe from Charles St. to Whitewood Creek. This included removing and re-installing parts of the gabion basket wall to accommodate the new storm sewer pipe. This work occurred approximately 100 feet south of the area of gabion basket wall that is failing. Since they were working in the area, I asked them for pricing to perform the repairs on the section of gabion basket wall that is failing. The quote I received was for \$61,900.00. Interestingly, one factor that made this quote excessive was, due to the tight working condition in this area, their equipment is too large and they would have to rent smaller equipment to do the work. I also received a quote from a contractor that owns the smaller equipment needed for this job. His quote is for \$18,862.00.

RECOMMENDATION

It is my recommendation that we hire Dennis Forgey Construction to perform the work needed to repair the Whitewood Creek gabion basket wall adjacent to the property at 116 Charles Street for \$18,862.00.

Dennis Forgey Construction
PO Box 1044
Spearfish SD 57783
605-641-1857

Dennis Forgey

February 13, 2015

City of Deadwood

Project: Repair gabion wall in Deadwood

Remove 2 rows (48ft long) of failing gabion wall & replace with new gabion baskets & gabion rock & deadmen as required. Cover & compact excavated area as required per conversation with Ron Green. Forgey Construction will furnish gabion rock & baskets, tie back equipment, & haul away all waste material.
\$18,862.00

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

3/2/15
10 E
KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: February 26, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Trash Receptacles and Benches

The Historic Preservation Office, working with the Public Works Department, has identified the need for additional trash receptacles and historically appropriate benches. This is part of the ongoing effort for the revitalization and beautification of historic Main Street and public areas throughout the City of Deadwood.

Both the trash receptacles and benches will be obtained from Victor Stanley which provides a high quality product and matches the benches and receptacles previously ordered over the past two years. See photos below for samples along with the attached quote.

This office is requesting to approval from the Deadwood City Commission to spend \$16,904.00 of the \$25,000 budgeted for 2015 at this time. This expenditure would come from the appropriate Capital Assets line item in the 2015 Historic Preservation budget.





P.O. Drawer 330, Dunkirk, MD 20754
1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579
VICTORSTANLEY.COM

SALES ORDER

Please read it carefully and immediately report any discrepancies

Sales Order No: SO31659
Revision Number: 0
Sales Order Date: 02/25/15

Customer PO No:
Customer No: C013197
Phone No: 605-578-2082
Terms: Net 30
Associate: Nicole McLean
Distributor: Victor Stanley Inc.

Contact: Kevin Kuchenbecker
Contact Phone No: 605-578-2082

Bill To:

City of Deadwood
108 Sherman Street
Deadwood, SD 57732

Project Name: CITY OF DEADWOOD

Project Location State: SD

Ship To:

City of Deadwood
Public Works Department
Kevin Kuchenbecker
61 1/2 Dunlap
Deadwood, SD 57732

Sell To:

City of Deadwood
Kevin Kuchenbecker
108 Sherman Street
Deadwood, SD 57732

Ship Via: Contract Carrier
Ship Freight: Prepaid
Shipping Method: FOB Factory
Estimated Lead Time: Allow 6 to 8 (weeks)
for Production of your order.

This Order is valid for 7 days.

To be valid, this Signed Sales Order with a completed credit application (if applicable) must be returned within this time frame.

Comments:

- * Orders are released into production upon receipt of signed sales/purchase order, credit determination and (where applicable) deposit, payment bond, etc.
- * All products must be permanently affixed to the ground. Consult your local codes for regulations. Anchor bolts NOT provided.
- * Common Carrier unloading is the responsibility of the receiver.
- * While the vast majority of our components satisfy Buy America requirements, we must know if there are Buy America requirements before the order is placed.
- * In order to validate our generous warranty, we require the exact name of the project and the exact location at which these products will be installed.
- * It is the buyer's sole responsibility to inspect shipments at the time of delivery; any damage, loss, or shortage must be noted on the signed Proof of Delivery and reported to Victor Stanley within seven (7) days.
- * This order is valid for shipment within normal production time. No deferred shipping dates are accepted without prior written approval.
- * Signed Sales Order with a completed credit application (if applicable) must be returned within 7 days to be valid

QTY	Model No.	Description	Unit Cost	Total Price
6	RS-12	Concourse Series 36-Gallon Litter Receptacle RS-12 Components Black Black Plastic Liner Standard Tapered Formed Lid	936.00	5,616.00
6	C-10	Classic Series Contoured Bench C-10 Components 6-Foot Black	1,496.00	8,976.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:
USA Patents: D458,431 S; D441,832 S; D452,780 S; D450,186 S; D445,982 S; D483,538 S; D487,177 S; D497,537 S; D487,538 S; D464,238 S; D476,456 S; D476,454 S; D417,053; 6,336,944 B1; D385,231; 5,660,907; 5,761,047; D386,012; D378,937; D383,615; D376,271; D384,512; D502,263 S; D632,820 S; D528,805 S; D585,793 S; D582,169 S; D578,792 S; D579,694 S; D585,220 S; D573,766 S; D673,709 S; D530,821 S; D585,209 S; D580,144 S; D579,694 S; D578,783 S; D561,173 S; D581,188 S; D583,889 S; D579,227 S; D579,685 S; D642,993 S; D561,967 S; D596,915 S; D595,916 S; D599,570 S; D601,770 S; D602,221 S; D606,271 S; D595,973 S; D601,823 S; D607,229 S; D609,933 S; D686,082 S; D621,295 S.
Canada: 968101; 96040; 96169; 96103; 96106; 110053; 110654; 117191; 126714; 126322; 126323; 130714; 130717; 120319; 120318; 126319; 126320; 126321; 130652; 130653; 130715; 130716; Canada Patent 2,194,349; Mexico Reg. Des. 001871; 28182.
EC Reg. Des. 000475579-0001; 000503297-0001; 000762638-0001; 000061404.
Other Patent(s): Pending.



P.O. Drawer 330, Dunkirk, MD 20754
1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579
VICTORSTANLEY.COM

SALES ORDER

Please read it carefully and immediately report any discrepancies

Sales Order No: SO31659
Revision Number: 0
Sales Order Date: 02/25/15

Customer PO No:
Customer No: C013197
Phone No: 605-578-2082
Terms: Net 30
Associate: Nicole McLean
Distributor: Victor Stanley Inc.

Contact: Kevin Kuchenbecker
Contact Phone No: 605-578-2082

Bill To:

City of Deadwood
108 Sherman Street
Deadwood, SD 57732

Project Name: CITY OF DEADWOOD

Project Location State: SD

Ship To:

City of Deadwood
Public Works Department
Kevin Kuchenbecker
61 1/2 Dunlap
Deadwood, SD 57732

Sell To:

City of Deadwood
Kevin Kuchenbecker
108 Sherman Street
Deadwood, SD 57732

Ship Via: Contract Carrier
Ship Freight: Prepaid
Shipping Method: FOB Factory
Estimated Lead Time: Allow 6 to 8 (weeks)
for Production of your order.

This Order is valid for 7 days.

To be valid, this Signed Sales Order with a
completed credit application (if applicable) must be
returned within this time frame.

QTY	Model No.	Description	Unit Cost	Total Price
		2x3 Maple 2nd Site Systems Slats		
1		Freight	2,312.00	2,312.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:
USA Patents D458,431 S; D441,932 S; D452,790 S; D450,166 S; D445,952 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S; D454,238 S; D478,455 S; D478,454 S; D417,053; 6,336,944 B1; D365,231; 5,690,907; 4,781,047; D386,012; D378,937; D383,615; D376,271; D384,512; D523,283 S; D532,620 S; D526,805 S; D585,793 S; D562,169 S; D576,742 S; D579,684 S; D585,220 S; D573,766 S; D573,768 S; D553,821 S; D585,209 S; D596,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D563,889 S; D579,227 S; D579,885 S; D542,093 S; D561,967 S; D595,915 S; D595,916 S; D596,570 S; D601,770 S; D602,221 S; D606,271 S; D595,973 S; D601,823 S; D607,229 S; D609,933 S; D596,062 S; D621,295 S.
Canada: 968101; 96040; 96150; 96103; 96106; 110953; 110954; 117161; 126714; 126322; 128323; 130714; 130717; 126317; 126318; 126319; 126320; 126321; 130652; 130653; 130715; 130718. Canada Patent 2,184,348. Mexico Reg. Des. 001871; 28162.
EC Reg. Des. 000475578-0001; 000503297-0001; 000762638-0001; 000061404.
Other Patent(s): Pending.

Sub-Total: 16,904.00
Tax: 0.00
Payment: 0.00
Balance Due: 16,904.00

All figures are in US Dollars
Page: 2

Customer Signature: _____

Please Print Title: _____

Please Print Name: _____

Date: _____

By signing you also agree to our Standard Terms of Production as describe on proceeding pages

STANDARD TERMS OF PRODUCTION

TAXES

Prices on the specified products are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. It is the responsibility of the purchaser to remit to the appropriate state or local authority all state sales tax not herein designated as well as the applicable use taxes, local taxes, permits and fees of any kind.

REGULAR PAYMENT TERMS

All payment terms are determined by the credit department. No order will be processed or placed into production until credit has been determined and a deposit has been received (if required). Purchaser is responsible for the timely payment of Victor Stanley's invoices within Victor Stanley's payment terms. In the unlikely event that collection activity is necessary due to the non-payment of past due invoices, Purchaser agrees that all collection charges, legal fees and interest incurred in such collection activity will be the sole responsibility of the Purchaser.

CANCELLATION FEE

Victor Stanley, Inc. manufactures all products to specific orders, and therefore reserves the right to charge a 20% cancellation fee if this order is canceled by the Buyer while goods are in production.

DELIVERY

All prices are FOB Factory unless otherwise stated by Victor Stanley, Inc. in writing.

INTEREST

If Buyer fails to pay in accordance with the terms of this agreement, an interest charge of 1.5% per month may be added to the unpaid balance.

ATTORNEYS' FEES

In the event that the Buyer fails to timely pay for the goods in accordance with the terms of this agreement or is otherwise in breach of its obligations to Victor Stanley, Inc., Buyer agrees to pay to Victor Stanley, Inc. the cost of collection, including its reasonable attorney's fees and suit costs.

DELAYS

Our lead time is an estimate only and Victor Stanley, Inc. is not responsible for any delays in our previously quoted or estimated shipping time. Victor Stanley, Inc. will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay, if such delay is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified) beyond its control.

NONCONFORMITY

All products made by Victor Stanley, Inc. are to be inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Victor Stanley, Inc., Buyer shall not return the goods, but notify Victor Stanley, Inc. immediately, stating full particulars in support of claim, and Victor Stanley, Inc. will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Victor Stanley, Inc. be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any reason.

LIMITED WARRANTY

We warrant to the original purchaser the goods manufactured by us to be free from defects in material and workmanship for one year under normal use and service. Our obligation under this warranty shall be limited to the repair or exchange of any part or parts which may thus prove defective under normal use and service within one year from date of delivery, and which our examination shall disclose to our satisfaction to be defective. This warranty expressly excludes acts of misuse, vandalism or freight damage. Ductile Iron castings include a 10-year limited warranty against breakage. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART.**

CONDITIONS

All orders or contracts are accepted with the understanding that they are subject to Victor Stanley, Inc.'s ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Victor Stanley, Inc.'s current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

CONTROLLING PROVISIONS

These terms and conditions shall supersede all provisions, terms and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. Victor Stanley, Inc. makes no representations or warranties concerning this order except such as are expressly contained herein, and this order may not be changed or modified orally.

CONTROLLING LAW

Any controversy or claim arising out of or relating to this order or the performance or breach thereof shall be governed by the laws of the State of Maryland and Buyer authorizes and agrees that suit may be brought within the State of Maryland by Victor Stanley, Inc. to collect for any breach of Buyer's obligations to pay for the goods.

SHIPPING CLAIMS

It is the sole responsibility of the Buyer to inspect all shipments at the time of receipt, both by comparing the number of packages received to the number outlined on the Bill of Lading, and by inspecting the packaging for damage. Damage, loss, or shortage must be noted on the signed Proof of Delivery prior to the departure of the delivery driver, and must be reported to Victor Stanley, Inc. within seven (7) days. Replacement cannot be guaranteed for damage, loss, or shortage not clearly noted on delivery paperwork and promptly reported to Victor Stanley, Inc. This includes damage to materials that will be stored for later use.

3/2/15
10 F &
10 G

Memo

To: Mayor Turbiville and City Commissioners
From: Mary Jo Nelson, Finance Officer
cc: Quentin Riggins
Date: February 27, 2015
Re: Initiated Measure

In accordance with SDCL 9-20-4, I am submitting two petitions that were received in our office on February 26, 2015. State law also requires that the petition be signed by at least five percent of the voters of the municipality as determined by the county auditor as of the time of the filing of the petition. At the time of filing, there were 934 registered voters in Deadwood, which requires 47 valid signatures. Our office counted 83 valid signatures for both of the following initiated measures:

Limited Daily Customer Parking on Main Street. Allow diagonal parking on the East side of Main Street, from 600-624 Main and 670-688 Main. Parking shall be restricted to 2 hours per vehicle only from noon to Midnight.

It shall be unlawful for any entity of any kind whatsoever to move, demolish, or destroy any historic property listed on the State or National Register of Historic Landmark without majority consent of the lawful voters in a municipal election as prescribed by law.

Below is state law regarding setting the election date:

9-20-11. Date of election on referendum petition--No action taken pending election. The governing body shall, upon the presentation of a petition pursuant to § 9-20-6, submit the question to the electors at the next annual municipal election or the next general election, whichever is earlier. Pending the election, the governing body may take no action with respect to the subject matter of the petition that would alter or preempt the effect of the proposed petition. However, the governing body may expedite the date of the election by ordering, within ten days of receiving the petition, a special election to be held on a Tuesday not less than thirty days from the date of the order of the governing body.

I recommend the city include the above initiated measures with the upcoming general election to be held on Tuesday, April 14, 2015.