

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA

5:00 p.m. Tuesday, February 17, 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 2, 2015**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**
6. **CONSENT AGENDA**

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

- A. Accept resignation of Gregory Vecchi from Police Department effective January 28, 2015.
- B. Permission to renew system support for File Director Document Manager with Active Data 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 2001-2014 Chinatown investigation at cost of \$2,200.00
- E. Permission to hire Janet Lanphear as temporary part time employee at Public Works Dept. at rate of \$17.38 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
- 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, 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.

**7. BID ITEMS**

- A. Accept low base bid from Rosenbauer opened on February 2, 2015 for fire truck apparatus and reject all options for cost of \$260,926.00, less \$1925.00 for payment when chassis arrives on site. Purchase to be paid from truck reserve. Request city attorney to prepare contract.
- B. Permission for 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
- C. Approve change order #1 to deduct \$5,886 from Rosenbauer contract and allow Fire Department to purchase two hose and reels directly
- D. Accept 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.
- E. 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)

**8. PUBLIC HEARINGS**

- A. Hold public hearing for street closure for 3 Wheeler Motorcycle Rally Event on July 18, 2015.
- B. Hold public hearing for open container, street closure and waiver of banner fees for St. Patrick's Day Events on March 13 and 14, 2015.
- C. Hold public hearing to waive vendor fees, open container, special temporary liquor license and use of Rodeo Grounds for Days of '76 Steer Roping Events on August 26 through September 2, 2015.
- D. Set public hearing on March 2 for open container, special full temporary liquor license, waiver of banner, waiver of vending fees and street closure on May 11 through May 17, 2015 for ATV Event at the Rodeo Grounds.

**9. OLD BUSINESS**

**10. NEW BUSINESS**

- A. Second reading of ordinance #1223 to amend residency requirement to include Lawrence County
- B. Accept appraisal report for city owned parcel: .262 acres located between Forest Avenue and Selbie Street valued at \$2,283.00. Determine whether to sell by sealed bid or auction and set date for same.
- C. Permission to contract with Dakota Tree Spraying for pine beetle spraying at Mt. Moriah and St. Ambrose at cost of \$10,668.00
- D. Accept recommendation from Historic Preservation Commission for Outside of Deadwood grants totaling \$125,000.00.
- E. Permission for Mayor to sign quit claim deeds for Lots 23 A and B of Peck's Garden Subdivision and transfer to Deadwood-Lead Economic Development. Total area is 4,000 square feet.

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

*No action can be taken*

- A. 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

**12. EXECUTIVE SESSION**

Executive Session for Legal Matters per SDCL1-25-2 (3) with possible action  
Executive Session for Personnel per SDCL 1-25-2 (1) with possible action

**13. ADJOURNMENT**

## REGULAR MEETING, January 20, 2015

The Regular Session of the Deadwood City Commission convened on February 2, 2015 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Turbiville called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins and Commissioners David Ruth Jr., Georgeann Silvernail, Gary Todd and Jim Van Den Eykel. All motions passed unanimously unless otherwise stated.

### APPROVAL OF MINUTES

Ruth moved, Silvernail seconded to approve the minutes of January 20, 2015. Roll Call: Aye-All. Motion carried.

JANUARY, 2015 PAYROLL: COMMISSION, 2,730.76; FINANCE, \$15,529.39; PUBLIC BUILDINGS, \$5,713.75; POLICE, \$57,550.52; FIRE, \$4,909.21; BUILDING INSPECTION, \$14,608.93; STREETS, \$30,925.32; PARKS, \$16,045.89; PLANNING & ZONING, \$4,676.36; LIBRARY, \$6,140.78; RECREATION CENTER, \$10,853.14; HISTORIC PRESERVATION, \$15,699.08; WATER, \$14,875.48; PARKING METER, \$8,638.77; TROLLEY, \$18,200.17; PARKING RAMP, \$5,538.32; RUBBLE SITE, \$1,634.04. **PAYROLL TOTAL: \$234,269.91**

### JANUARY, 2015 PAYROLL PAYMENTS:

Internal Revenue Service, \$60,598.78; S.D. Retirement System, \$24,948.38; Delta Dental, \$3,802.08

### APPROVAL OF DISBURSEMENTS

Silvernail moved, Todd seconded to approve the February 2, 2015 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	RENTAL	272.56
A & B WELDING	SERVICE	87.22
A TO Z	SHREDDING	60.00
ABC BUSINESS	SUPPLIES	2,468.52
AMERICAN FLOOR	SUPPLIES	453.72
AMERICAN TECHNICAL	PROJECT	2,360.00
ARLETH LAND SURVEYING	PROJECT	617.50
ATCO INTERNATIONAL	SUPPLIES	324.00
BW RAMKOTA INN	LODGING	510.00
BH AREA FINANCE	MEMBERSHIP	10.00
BH CHEMICAL	SUPPLIES	301.72
BH POWER	ELECTRICITY	27,460.74
BH SECURITY	SERVICE	209.70
BH SPECIAL SERVICES	CLEANING	908.50
BOSCH, WILLIAM	BOOK	16.50
BUTLER MACHINERY	SUPPLIES	902.34
CAI CONSTRUCTION	PROJECT	11,627.54
CENTURY LINK	SERVICE	253.80
CHRISTENSEN, RANDY	REIMBURSEMENT	162.76
COMPANION LIFE	INSURANCE	231.02
COSMOPOLITAN	SUBSCRIPTION	31.97
DAKOTA STATE UNIVERSITY	SUPPORT	20,000.00
DAKOTACARE	INSURANCE	42,391.67
DEADWOOD CHAMBER	ADVOCACY	4,535.00
DEADWOOD DEVELOPMENT	SHIPPING	65.49
DVED	TRAINING	751.50
DEADWOOD-LEAD ECONOMIC	ALLOCATION	48,000.00
DELL RAPIDS CARNEGIE	GRANT	6,663.00
FAMILY DOLLAR	SUPPLIES	27.00
FASSBENDER	DOCUMENTATION	382.50
FREEMAN'S ELECTRIC	PROJECT	9,800.00
GALLS	UNIFORMS	221.93
GLOBAL CAULKING	PROJECT	14,795.00
GLOVER, WILLIAM	REIMBURSEMENT	52.00
GOLDEN WEST	COMPUTER	1,929.88
GRANT THORNTON	SERVICE	4,000.00
HAMANN, ALEX	REIMBURSEMENT	84.77
HAWKI, KEN	REIMBURSEMENT	72.04
HILLS MATERIALS	ROADSTONE	122.38
IDVILLE	REELS	74.50
INLAND TRUCK	CLUTCH	188.41
JACK'S TRUCK	SUPPLIES	38.03
JACOBS WELDING	GLOVES	160.59
KIMBALL MIDWEST	SUPPLIES	34.46
KNECHT	SUPPLIES	660.90
LAWSON PRODUCTS	CONCRETE	139.77
LOWE ROOFING	PROJECT	28,007.00
MCCLELLAND'S	LUNCH	1,888.50
MIDWEST TAPE	DVD'S	260.87
MITZI'S	BOOKS	20.78
MDU	GAS	13,268.36
MS MAIL	SERVICE	942.39
NEIGHBORHOOD LENDING	GRANT	2,500.00
NETWORK SERVICES	SUPPLIES	230.16
NH ALLIANCE	ALLOCATION	2,000.00
NH CASA	ALLOCATION	4,000.00
NH TECHNOLOGY	SERVICE	261.00
OLD HOUSE JOURNAL	SUBSCRIPTION	49.95
OVERDRIVE	MAINTENANCE	1,500.00

## REGULAR MEETING, January 20, 2015

PEARSON, TRAVIS	REIMBURSEMENT	52.52
PEPPMEIER, JANICE	REIMBURSEMENT	521.55
PHILIP AARP	DIRECTORY	6,500.00
PITNEY BOWES	POSTAGE	500.00
PONTIUS, JERRY	REIMBURSEMENT	61.07
QUIK SIGNS	SIGNS	475.02
RASMUSSEN MECHANICAL	SERVICE	939.33
RUNGE, MIKE	REIMBURSEMENT	19.23
SD DEPARTMENT OF PUBLIC	SERVICE	2,340.00
SD DEPT. OF CORRECTIONS	FIREWISE	4,540.48
SD DEPT. OF MOTOR VEHICLES	LICENSE	9.00
SD FIREFIGHTERS	MEMBERSHIP	775.00
SD PLANNERS ASSOCIATION	MEMBERSHIP	250.00
SD STATE HISTORICAL SOCIETY	CONFERENCE	1,500.00
SERVALL	SUPPLIES	1,572.94
SIERKS, JENA	REIMBURSEMENT	52.00
SILVERNAIL, GEORGEANN	REIMBURSEMENT	37.00
SD REDBOOK	HANDBOOKS	165.38
SOUTHSIDE OIL	SERVICE	10,627.83
SPECIALTY VEHICLES	CONTROL	246.40
STROSCHE, LEE	REIMBURSEMENT	33.00
STURGIS MOTORSPORTS	ATV	24,175.00
TEMPERATURE TECHNOLOGY	SERVICE	190.20
THE LORD'S CUPBOARD	RECYCLING	65.72
THOMSON REUTERS	SUBSCRIPTION	90.00
TRIDLE, JOHN	REIMBURSEMENT	136.28
TRIPLE K	SERVICE	858.11
TSP	PROJECT	2,381.70
TURBIVILLE, CHARLES	REIMBURSEMENT	171.32
TWIN CITY HARDWARE	SUPPLIES	1,282.68
UNITED STATES DEPARTMENT	GRANT	2,658.82
W.S. DARLEY	JAMMERS	223.10
WHITCOMB, SEAN	REIMBURSEMENT	52.00
WIERINGA, ANNA	REIMBURSEMENT	52.00
WOW	SERVICE	814.83
ZEP SALES	SUPPLIES	266.86
<b>TOTAL</b>		<b>\$ 324,026.31</b>

### Proclamation

The Mayor read a proclamation declaring February 12, 2015 as "Carla Caneva Day" in Deadwood. Ms. Caneva received standing ovation from all in attendance.

### CONSENT

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

- A. Approve plat approved by Deadwood Planning and Zoning Commission on January 21, 2015. Plat approved entrance to Lower Main parking lot to be transferred to City of Deadwood from the State of South Dakota.
- B. Findings of Fact from front yard variance setback request from First Interstate Bank at 152 Sherman Street approved by Planning and Zoning Commission on January 21, 2015.
- C. Accept resignation from archive intern Pwey Doh effective January 22, 2015.
- D. Set public hearing on February 17 for street closure on Saturday July 18 for 3 Wheeler Motorcycle Rally.
- E. Set public hearing on February 17 for open container, street closure and waiver of banner fees on Friday March 13 and Saturday March 14 for St. Patrick's Day Events.
- F. Set public hearing on February 17 for waiver of vendor fees, open container, special temporary liquor license and use of Rodeo Grounds on August 26 through September 2, 2015 for Days of '76 Steer Roping Event.
- G. Permission to enter into contract with Mathisons Graphics and Ferber Engineering to digitize and georectify 1930 Sanborn Fire Insurance maps at cost not to exceed \$4,500.00 from Historic Preservation Public Education line item.
- H. Enter into contact with Dr. Suzanne Julin to collect and transcribe ten oral histories at cost not to exceed \$6,500.00 and allow Mayor to sign contract, budgeted from Historic Preservation Archives line item.
- I. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Kim P. and M. Michele Fundaun.

## **REGULAR MEETING, January 20, 2015**

- J. Pass Resolution to Surplus 2015-05 for Clark metal lathe and accept sealed bids on March 2, 2015 until 5:00 p.m. to be opened at regular meeting.

### **RESOLUTION 2015-05 TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approve the following be declared surplus, accept sealed bids until 5:00 p.m. on March 2, 2015, and open bids that same day:

#### **Clark Commercial Grade Metal Lathe**

Dated this 2nd day of February, 2015

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- K. Permission to advertise for lifeguards.  
L. Permission to transfer Toni Schavone to swim instructor at Deadwood Rec Center and change rate of pay to \$10.16 per hour.  
M. Terminate employment of Ericka Neumann at Deadwood Rec Center effective January 26, 2015.  
N. Permission for Mayor to sign Land and Water Conservation Fund affidavit stating that inspection forms are complete and accurate.

## **BID ITEMS**

### **Apparatus**

Police Chief Glover opened two bids for the fire apparatus. Bid bonds were included in the following bid submittals:

Maintainer Custom Body - \$262,706.00

Rosenbauer of America - \$260,926.00

Glover requested Commission continue for review. Silvernail moved, Ruth seconded request. Roll Call: Aye-All. Motion carried.

### **Results**

Planning and Zoning Administrator Nelson opened 5 bids for the Mickelson Trail Boardwalk project on Tuesday January 27 as advertised. Bid bonds were included in the following bid submittals:

Leskca Construction - \$214,000.00

MAC Construction - \$255,000.00

RCS Construction - \$338,500.00

Ainsworth-Benning Construction - \$339,000.00

Central America Inc. - \$347,800.00

Nelson requested Commission accept the low bid from Leskca Construction. Silvernail moved, Van Den Eykel seconded request. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, January 20, 2015

### Results

Three bids were received for St. Ambrose Preservation Phase 5 at 2:00 p.m. as advertised. Present at the bid opening were Mike Bender with KLJ, Bob Nelson Jr. and Mary Jo Nelson with City of Deadwood, Thad Fuller with CAI Construction, Katy Berg with Mac Construction, and Bob Conway with RCS Construction. Bid bonds were included in the following bid submittals:

Description	Engineers Estimate	RCS Construction	CAI Construction	MAC Construction
BASE BID	\$360,000.00	\$440,000.00	\$316,839.00	\$422,800.00
Alternate 1 (Plot 59)	\$23,900.00	\$15,000.00	\$18,260.00	\$24,500.00
Alternate 2 (Plot 60)	\$42,700.00	\$20,000.00	\$24,450.00	\$36,800.00
Alternate 3 (Plot 61)	\$34,200.00	\$15,000.00	\$19,200.00	\$23,500.00
Alternate 4 (Plot 62)	\$2,100.00	\$700.00	\$750.00	\$700.00
Alternate 5 (Plot 63)	\$3,800.00	\$4,200.00	\$11,780.00	\$4,900.00
Alt. 6 (Monument 2991)	\$2,200.00	\$1,300.00	\$1,430.00	\$1,600.00
TOTAL	\$468,900.00	\$496,200.00	\$392,709.00	\$514,800.00

Finance Officer Nelson requested Commission continue to allow review from Historic Preservation Officer Kuchenbecker. Silvernail moved, Ruth seconded request. Roll Call: Aye-All. Motion carried.

### Bid

Silvernail moved, Todd seconded to change bid opening date for Days of '76 Grandstand project from February 17, 2015 at 2:00 p.m. to February 24, 2015 at 2:00 p.m. with results to Commission on March 2, 2105. Roll Call: Aye-All. Motion carried.

### OLD BUSINESS

#### Committees (continued from January 20, 2015)

Commissioner Silvernail would like to visit with department heads about information provided on January 5, 2015. Mayor Turbiville agreed and recommended each Commissioner visit with their respective department heads and discuss at a later date.

### NEW BUSINESS

#### Second Reading

Silvernail moved, Ruth seconded to approve second reading of Ordinance #1222, Supplementary Budget #1. Roll Call: Aye-All. Motion carried.

#### Second Reading

Silvernail moved, Todd seconded to approve second reading of Ordinance #1205 to reference correct chapter. Roll Call: Aye-All. Motion carried.

### Proposal

Ruth moved, Silvernail seconded to accept proposal from Four Front Design in the amount of \$5,950.00 to address compliance with FEMA and flood plain ordinance, paid from Public Buildings line item. Planning and Zoning Administrator Nelson stated this study will determine what measures are required to bring the property into compliance with the floodplain ordinance and FEMA. Roll Call: Aye-Ruth, Silvernail, Van Den Eykel, Turbiville. Nay-Todd. Motion carried.

### Payments

Ruth moved, Van Den Eykel seconded to approve the following budgeted payments to non-profits: Teen Court for 2015: \$8,500.00 (\$4,500.00 from Bed and Booze Fund, \$4,000.00 from Police Department General Fund), Deadwood Business Club for 2015: \$33,000.00 (\$21,000.00 from BID 7 Fund, \$12,000.00 from Bed and Booze Fund) and Good Shepherd Clinic for \$1,000.00 (Bed and Booze Fund). Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, January 20, 2015

### First Reading

Mayor Turbiville stated previous ordinance regarding residency policy was denied by Commission. Mayor stated ordinance is amended to include Lawrence County instead of the 5-mile radius, the Police Chief and Public Works Director shall designate employees within their departments who are deemed necessary for the safety and welfare of the city to also be available for work within thirty minutes. Chief Fuller stated this Ordinance is beneficial to retaining the current employees, recruiting future qualified applicants and will put the City on a level field with surrounding communities. Commissioners Silvernail and Van Den Eykel spoke against, stating younger families with children should be in Lead-Deadwood school system and that living closer creates a sense of community. Commissioner Todd and Ruth spoke in favor, stating current ordinance is costing city an opportunity to hire the best candidate, and that this alternative is less expensive than increasing wages to attract and retain good employees. After further discussion Ruth moved, Todd seconded to approve first reading of Ordinance #1223 to amend residency requirement for employees to include Lawrence County. Roll Call: Aye-Ruth, Todd, Turbiville. Nay-Silvernail, Van Den Eykel. Motion carried.

### Policy

Silvernail moved, Van Den Eykel seconded to adopt media policy. Attorney Riggins stated the City's insurance carrier requested city adopt policy to designate certain individuals to be available to media. Roll Call: Aye-All. Motion carried.

### Contract

Ruth moved, Silvernail seconded to allow Historic Preservation to enter into contract with Midwest Art Conservation Center at cost of \$11,500.00 for textile conservation treatments of Chinese artifact, budgeted from Historic Preservation archives line item. Roll Call: Aye-All. Motion carried.

### Discussion

Commissioner Van Den Eykel stated he would like to continue discussion at a later date due to the absence of Historic Preservation Officer Kuchenbecker, possible impact on community and to review with legal counsel and Kuchenbecker.

## INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Turbiville stated the next City Commission meeting is Tuesday, February 17 due to observance of President's Day.

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

### ADJOURNMENT

Silvernail moved, Todd seconded to adjourn the regular session at 5:33 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel per SDCL 1-25-2 (1) with possible action. The next regular meeting will be on Tuesday February 17, 2015.

After coming out of executive session at 5:57 p.m., Silvernail moved, Todd seconded to adjourn.

ATTEST:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Mary Jo Nelson, Finance Officer

BY: \_\_\_\_\_  
Charles M Turbiville, Mayor

Published once at the total approximate cost of \_\_\_\_\_



PACKET: 03462 COMBINED - 2/17/15  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 111 COMMISSION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0130	TURBIVILLE, CHARLES	I-021215	101-4111-427	TRAVEL	TRAVEL-TOURISM CONF, LEGIS MTG	000000 359.00
01-0418	BLACK HILLS PIONEER	I-114	101-4111-423	PUBLISHING	MINUTES - 12/29/14	000000 268.15
		I-136	101-4111-423	PUBLISHING	MINUTES - SP.SESSIO -12/20/14	000000 10.85
		I-139 - 2015	101-4111-423	PUBLISHING	BID REQUESTS - FIRE APPARATUS	000000 24.42
		I-140 - 2015	101-4111-423	PUBLISHING	NOH - STEER ROPING FEE WAIVERS	000000 15.83
		I-1410 - 2015	101-4111-423	PUBLISHING	NOH - STEER ROPING FEE WAIVERS	000000 16.28
		I-142	101-4111-423	PUBLISHING	NOH - IRON HORSE EVENT	000000 9.50
		I-156	101-4111-423	PUBLISHING	MINUTES - 1/5/15	000000 206.66
		I-969 - 2015	101-4111-423	PUBLISHING	NOTICE TO BID-MICKELSON TRLHD	000000 14.11
DEPARTMENT 111 COMMISSION						TOTAL: 924.80
01-1725	QUILL CORPORATION	I-9849382	101-4142-426	SUPPLIES	OFFICE SUPPLIES	000000 325.60
01-1827	MS MAIL & MARKETING	I-6998	101-4142-426	SUPPLIES	PERF.PAPER - WATER BILLS	000000 140.00
01-2396	AMERICAN LEGAL PUBLISHI	I-0102291	101-4142-426	SUPPLIES	SD CODE SUPPLEMT PAGES	000000 554.54
		I-0102878	101-4142-422	PROFESSIONAL	SD CODE INTERNET RENEWAL	000000 450.00
DEPARTMENT 142 FINANCE						TOTAL: 1,470.14
01-0097	FARMER BROTHERS CO	I-61394863	101-4192-426-04	SUPPLIES - CI	COFFEE - CITY HALL	000000 57.50
01-1148	KNECHT HOME CENTER, INC	I-876779	101-4192-425-06	REPAIRS - DAY	HEX DRIVES	000000 111.25
		I-877105	101-4192-425-14	REPAIRS - STR	STRUCT HEM FIR	000000 372.75
		I-877106	101-4192-425-14	REPAIRS - STR	STRAND BD/SPACING REQUIRED	000000 176.90
		I-877551	101-4192-425-14	REPAIRS - STR	WOOD SCREWS/PREHUNG	000000 175.74
		I-877946	101-4192-425-14	REPAIRS - STR	DRYWALL SCREWS	000000 105.61
01-1333	DEADWOOD ELECTRIC	I-21007	101-4192-426	SUPPLIES	SAFETY WALL LED'S	000000 91.72
01-1383	AINSWORTH-BENNING CONST	I-4247	101-4192-425-04	REPAIRS - CIT	STAIRS FOR CITY HALL	000000 32,736.26
01-1396	LOWE ROOFING, INC.	I-13233	101-4192-425-07	REPAIRS - FIR	ROOFING REPAIRS	000000 4,943.00
		I-13234	101-4192-425-07	REPAIRS - FIR	FIRE HALL ROOF	000000 40,464.00

PACKET: 03462 COMBINED - 2/17/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	STURDEVANT'S AUTO PARTS					
		C-662950	101-4192-426	SUPPLIES BATTERY	000000	15.00-
		I-662921	101-4192-426	SUPPLIES BATTERY	000000	109.17
		I-663534	101-4192-425	REPAIRS BALL BEARING	000000	34.98
01-2626	WOW					
		I-J-F 15 FIRE	101-4192-428-07	UTILITIES - F PHONE FOR FIRE	000000	235.27
		I-J-F T1 WIRE	101-4192-428-04	UTILITIES - C PHONE FOR CITY	000000	1,390.24
01-3377	DAKOTA SECURITY SYSTEMS					
		I-51365	101-4192-425-04	REPAIRS - CIT DOOR RELEASE BUTTON	000000	579.43
01-3685	BLACK HILLS SECURITY &					
		I-P103068	101-4192-428-10	UTILITIES - L ALARM SYSTEM	000000	214.18
		I-P103072	101-4192-428	UTILITIES ALARM SYSTEM	000000	327.55
		I-P103145	101-4192-422-10	PROFESSIONAL ALARM FOR LIBRARY	000000	366.33
		I-P103146	101-4192-422-10	PROFESSIONAL GLASSBREAK SENSORS	000000	538.78
		I-P103147	101-4192-422-10	PROFESSIONAL ALARM SYSTEM SERVICE CALL	000000	392.86
			DEPARTMENT 192	PUBLIC BUILDINGS	TOTAL:	83,408.52
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-287958	101-4193-422	PROFESSIONAL EMAIL SECURITY FEE/BACKUP SVC	000000	720.00
			DEPARTMENT 193	DATA PROCESSING	TOTAL:	720.00
01-0156	TASER INTERNATIONAL, IN					
		I-1387512	101-4210-434	MACHINERY/EQU TASER EQUIPMENT	000000	6,521.70
01-0970	FULLER, KELLY					
		I-012415	101-4210-415	GROUP INSURAN INSURANCE REIMBSMT - JAN.	000000	418.29
		I-122714	101-4210-415	GROUP INSURAN INSURANCE REIMBSMT - DEC.	000000	409.96
01-1230	INTERSTATE ALL BATTERY					
		I-1901002003403	101-4210-426	SUPPLIES BATTERY	000000	79.90
01-1399	NEVE'S UNIFORMS, INC.					
		I-RP-034025	101-4210-426	SUPPLIES UNIFORM GLOVES	000000	48.95
		I-RP-034030	101-4210-426	SUPPLIES UNIFORM BOOTS	000000	99.95
01-1424	SOUTHSIDE SERVICE					
		I-41443	101-4210-425	REPAIRS BLOWER MOTOR, DUCT, RESISTOR	000000	321.44
		I-41517	101-4210-425	REPAIRS WATER PUMP, ANTIFREEZE	000000	308.50
		I-41566	101-4210-425	REPAIRS OIL, OIL/AIR FILTERS, WSHR FLUID	000000	132.94
01-1544	MID-STATES ORGANIZED CR					
		I-83004-22659	101-4210-422	PROFESSIONAL MEMBERSHIP FEE - 2015	000000	150.00

PACKET: 03462 COMBINED - 2/17/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1566	TEEN COURT					
		I-012215	101-4210-422	PROFESSIONAL 2015 ALLOCATION	000000	4,000.00
01-1602	DRIVERS LICENSE GUIDE C					
		I-666411	101-4210-422	PROFESSIONAL 2015 ID CHECKING GUIDE	000000	100.75
01-1653	STURDEVANT'S AUTO PARTS					
		I-663883	101-4210-426	SUPPLIES BULB	000000	5.99
01-1989	SYMBOL ARTS					
		I-0227215-IN	101-4210-426	SUPPLIES BADGE	000000	95.00
01-2402	MERTENS, KENNETH					
		I-013015	101-4210-415	GROUP INSURAN INSURANCE REIMBSMT - JAN.	000000	293.72
01-3813	NARTEC, INC					
		I-7592	101-4210-434-01	MACH/EQUIPT - TEST AMPULES	000000	285.36
01-3814	MLSC, INC					
		I-100040	101-4210-434-01	MACH/EQUIPT - 5 PANEL DRUG TEST	000000	246.00
					DEPARTMENT 210 POLICE	TOTAL: 13,518.45
01-0360	ABC BUSINESS SUPPLY					
		I-7753	101-4221-426	SUPPLIES COPY PAPER, STAMP	000000	92.95
01-0759	W.S. DARLEY & CO.					
		I-17173715	101-4221-434	MACHINERY/EQU 2 SETS ELEVATOR KEYS	000000	399.90
01-0864	M & T FIRE AND SAFETY					
		I-97463	101-4221-426	SUPPLIES FLUID - SMOKE MACHINES	000000	214.90
01-3056	NORTHERN HILLS TECHNOLO					
		I-10243	101-4221-422	PROFESSIONAL BACKUP SERVICE/STORAGE	000000	36.00
01-3246	KT CONNECTIONS, INC.					
		I-9677	101-4221-422	PROFESSIONAL COMPUTER REPAIR	000000	216.50
					DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:	960.25
01-1668	ESRI					
		I-92930260	101-4232-422	PROFESSIONAL ARCGIS SERVICE CONTRACT	000000	1,600.00
01-3424	BLACK HILLS URGENT CARE					
		I-2279560	101-4232-422	PROFESSIONAL TESTING	000000	48.00
					DEPARTMENT 232 BUILDING INSPECTION	TOTAL: 1,648.00

PACKET: 03462 COMBINED - 2/17/15

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
01-0097	FARMER BROTHERS CO					
		I-61394861	101-4310-426	SUPPLIES COFFEE	000000	76.40
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-15110123	101-4310-422	PROFESSIONAL PAGERS	000000	34.22
01-0547	M&M SANITATION					
		I-27137	101-4310-426	SUPPLIES TOILET RENTAL-COLD STORAGE	000000	102.50
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-40275	101-4310-425	REPAIRS EXHAUST	000000	5.25
01-0782	JACOBS PRECISION WELDIN					
		I-21269	101-4310-426	SUPPLIES FLAT BAR/CUTTING EDGES	000000	228.66
01-1354	INLAND TRUCK PARTS COMP					
		I-14-42718	101-4310-425	REPAIRS SLIP YOKE/STUB SHAFT	000000	554.45
01-1380	WASTE CONNECTIONS, INC.					
		I-11830379	101-4310-422	PROFESSIONAL GARBAGE SERVICES	000000	590.79
01-1406	STRETCH'S GLASS & CUSTO					
		I-1026126	101-4310-425	REPAIRS CAMERA/UPS	000000	238.36
01-1410	WESTERN COMMUNICATIONS,					
		I-15-706976	101-4310-426	SUPPLIES CONNECTOR	000000	24.00
01-1493	SANITATION PRODUCTS, IN					
		I-033876	101-4310-425	REPAIRS TENCO PARTS	000000	222.80
01-1500	A & B WELDING					
		I-00031009	101-4310-426	SUPPLIES TANK RENTAL	000000	9.92
		I-00910220	101-4310-426	SUPPLIES CYLINDER	000000	87.22
		I-00910221	101-4310-426	SUPPLIES OXYGEN CYLINDER	000000	141.14
01-1653	STURDEVANT'S AUTO PARTS					
		I-662538	101-4310-426	SUPPLIES HUB CCAP	000000	20.31
		I-663059	101-4310-426	SUPPLIES STEERING PUMP	000000	445.00
		I-663060	101-4310-426	SUPPLIES SOCKET	000000	14.99
		I-663219	101-4310-426	SUPPLIES OIL FILTER	000000	85.26
		I-663403	101-4310-426	SUPPLIES CLEVIS FORGED	000000	4.27
		I-663508	101-4310-426	SUPPLIES TROLLEY JACK	000000	109.99
		I-663792	101-4310-425	REPAIRS OIL FILTER	000000	28.76
		I-663882	101-4310-425	REPAIRS 75W90 FULL S	000000	167.99
		I-663898	101-4310-425	REPAIRS FILTER	000000	26.87
		I-663921	101-4310-425	REPAIRS VISIONALL/BLADE	000000	39.34
		I-663922	101-4310-426	SUPPLIES PRONTO WW GAL	000000	17.34
		I-664276	101-4310-425	REPAIRS FLAP DISC	000000	17.68
		I-664393	101-4310-425	REPAIRS MOLY ED SYN	000000	56.50

PACKET: 03462 COMBINED - 2/17/15

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
01-1653	STURDEVANT'S AUTO PARTS	continued				
		I-664510	101-4310-425	REPAIRS	HARDWARE CLAMP	000000 3.22
		I-664699	101-4310-426	SUPPLIES	GLOVES	000000 120.00
01-3060	QUIK SIGNS					
		I-13069	101-4310-426	SUPPLIES	18X24	000000 359.88
01-3424	BLACK HILLS URGENT CARE					
		I-2279560	101-4310-422	PROFESSIONAL	TESTING	000000 60.00
01-3467	BOYER TRUCKS					
		C-CM921496	101-4310-425	REPAIRS	PUMP POWER	000000 558.91-
		I-921496	101-4310-425	REPAIRS	PUMP POWER	000000 573.56
					DEPARTMENT 310 STREETS	TOTAL: 3,907.76
01-1380	WASTE CONNECTIONS, INC.					
		I-11830509	101-4320-422	PROFESSIONAL	GARBAGE SERVICES	000000 7,098.80
					DEPARTMENT 320 SANITATION	TOTAL: 7,098.80
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-40299	101-4520-425	REPAIRS	VALVE STEM	000000 217.00
		I-1-40316	101-4520-425	REPAIRS	SKIDSTEER TIRE REPAIR	000000 20.00
01-0653	PASTENAL COMPANY					
		I-SDSPE79793	101-4520-426	SUPPLIES	BATTERIES	000000 137.78
01-0782	JACOBS PRECISION WELDIN					
		I-21289	101-4520-426	SUPPLIES	FLAT BAR	000000 163.75
01-1653	STURDEVANT'S AUTO PARTS					
		I-663266	101-4520-426	SUPPLIES	HEADLIGHT BULB	000000 21.15
		I-663267	101-4520-426	SUPPLIES	BLADES	000000 2.09
		I-663839	101-4520-425	REPAIRS	STARTING FLUID	000000 42.46
		I-663906	101-4520-426	SUPPLIES	RESISTOR	000000 27.32
					DEPARTMENT 520 PARKS	TOTAL: 631.55
01-1668	ESRI					
		I-92930260	101-4640-422	PROFESSIONAL	ARCGIS SERVICE CONTRACT	000000 900.00
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 900.00
					FUND 101 GENERAL FUND	TOTAL: 115,188.27

PACKET: 03462 COMBINED - 2/17/15  
 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
01-0124	TRIDLE, JOHN	I-027090	209-4510-426	SUPPLIES DRY ERASE BOARDS	000000	47.67
01-0418	BLACK HILLS PIONEER	I-150131	209-4510-422	PROFESSIONAL AD FOR REC	000000	10.00
01-1365	SD PUBLIC HEALTH LAB	I-10561867	209-4510-422	PROFESSIONAL WATER TESTS	000000	15.00
01-1380	WASTE CONNECTIONS, INC.	I-11830509	209-4510-422	PROFESSIONAL GARBAGE SERVICES	000000	65.00
01-2499	PIONEER PRODUCTS, INC.	I-SI-80136	209-4510-426	SUPPLIES ICE AWAY	000000	298.96
01-2645	HAWKINS INC	I-3687263	209-4510-426	SUPPLIES CHEMICALS	000000	1,017.10
01-3424	BLACK HILLS URGENT CARE	I-2279560	209-4510-422	PROFESSIONAL TESTING	000000	30.00
01-3506	ALSCO	I-LCAS928636	209-4510-426	SUPPLIES MATS	000000	71.57
01-3648	NETWORK SERVICES COMPAN	I-100617-0	209-4510-426	SUPPLIES TOWELS	000000	115.47
		I-106112-0	209-4510-426	SUPPLIES CLEANER	000000	276.44
DEPARTMENT 510 REC CENTER					TOTAL:	1,947.41
01-1566	TEEN COURT	I-012215	209-4980-422	PROFESSIONAL 2015 ALLOCATION	000000	4,500.00
01-3465	DEADWOOD BUSINESS CLUB,	I-012315	209-4980-429	OTHER 2015 ALLOCATION - BID 7	000000	21,000.00
01-3474	GOOD SHEPHERD CLINIC, I	I-012615	209-4980-429	OTHER 2015 ALLOCATION	000000	1,000.00
01-3583	ROGER BROOKS INTERNATIO	I-13518	209-4980-429	OTHER DRAFT BRANDING PLAN	000000	6,250.00
		I-13546	209-4980-429	OTHER BRANDING PLAN BRAND GRAPHICS	000000	1,750.00
DEPARTMENT 980 SPECIAL EVENTS					TOTAL:	34,500.00
FUND 209 BED & BOOZE FUND					TOTAL:	36,447.41

PACKET: 03462 COMBINED - 2/17/15

VENDOR SET: 01

FUND : 214 BID #7-OCCUPANCY TAX

DEPARTMENT: 630 BID #7

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3465	DEADWOOD BUSINESS CLUB,					
		I-012315-A	214-4630-423	MARKETING 2015 ALLOCATION - B&B	000000	12,000.00
				DEPARTMENT 630 BID #7	TOTAL:	12,000.00
				FUND 214 BID #7-OCCUPANCY TAX	TOTAL:	12,000.00

PACKET: 03462 COMBINED - 2/17/15

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
01-0096	AUGUSTANA COLLEGE					
		I-020215	215-4572-235	VISITOR MGMT 2015 DAKOTA CONFERENCE	000000	1,000.00
01-0475	DEADWOOD CHAMBER & VISI					
		I-21015	215-4572-210	VISITOR MGMT 2015 Ad Production	000000	62,500.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 63,500.00
01-0451	RUNGE, MIKE					
		I-021015	215-4573-335	HIST. INTERP. PHOTO SCRAPBOOK	000000	169.60
01-1514	RAPID CITY JOURNAL					
		I-2015-001	215-4573-335	HIST. INTERP. BH BADLAND HISTORY BOOK	000000	95.85
01-1668	ESRI					
		I-92930260	215-4573-340	HIST. INTERP. ARCGIS SERVICE CONTRACT	000000	9,500.00
01-3114	FUROSIS, ED & SUMNERS, J					
		I-122914	215-4573-360	HIST. INTERP. 2015 FINAL PAYMENT	000000	20,250.00
01-3808	SOUTH EASTERN COUNCIL O					
		I-2015CW	215-4573-325	HIST. INTERP. 2015 MEMBERSHIP	000000	15.00
		I-2015DB	215-4573-325	HIST. INTERP. 2015 MEMBERSHIP	000000	15.00
		I-2015KK	215-4573-325	HIST. INTERP. 2015 MEMBERSHIP	000000	25.00
		I-2015LF	215-4573-325	HIST. INTERP. 2015 MEMBERSHIP	000000	15.00
		I-2015LN	215-4573-325	HIST. INTERP. 2015 MEMBERSHIP	000000	15.00
		I-2015LT	215-4573-325	HIST. INTERP. 2015 MEMBERSHIP	000000	15.00
		I-2015MJ	215-4573-325	HIST. INTERP. 2015 MEMBERSHIP	000000	15.00
		I-2015TB	215-4573-325	HIST. INTERP. 2015 MEMBERSHIP	000000	15.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIOTOTAL:						30,145.45
01-0776	ALBERTSON ENGINEERING,					
		I-8899	215-4575-515	GRANT/LOAN RE 2 DUDLEY RW	000000	180.00
		I-8900	215-4575-515	GRANT/LOAN RE 50 VANBUREN RW	000000	1,560.00
		I-8901	215-4575-515	GRANT/LOAN RE 84 VAN BUREN RW	000000	2,440.00
		I-8902	215-4575-515	GRANT/LOAN RE 10 HARRISON RW	000000	695.00
01-3812	SOUTH DAKOTA HISTORICAL					
		I-021715	215-4575-520	GRANT/LOAN PR 2014 OUTSIDE DWD GRANT	000000	19,150.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOATOTAL:						24,025.00
01-0776	ALBERTSON ENGINEERING,					
		I-8927	215-4576-600	PROFES. SERV. 2013-207L BIKE PATH EXT	000000	467.60



PACKET: 03462 COMBINED - 2/17/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2857	NEIGHBORHOOD LENDING SE	I-2022015	215-4576-630	PROFES. SERV. 2014 BLOCK CLUB	000000	1,547.73
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						2,015.33
01-0776	ALBERTSON ENGINEERING,	I-8934	215-4577-735	CAPITAL ASSET 2014-284H GRANDSTAND	000000	3,432.50
01-0841	TSP, INC.	I-0048472	215-4577-810	CAPITAL ASSET BUILDING UTILITY SERVICE DESIG	000000	743.93
01-3785	TALLGRASS	I-2015-013	215-4577-715	CAPITAL ASSET ENTRANCE SIGNS SCHEMATIC DESGN	000000	360.00
01-3809	AVX NORTHWEST, INC/ATHL	I-3876	215-4577-740	CAPITAL ASSET PA SYSTEM	000000	2,617.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						7,153.43
01-0097	FARMER BROTHERS CO	I-61394864SO	215-4641-426	SUPPLIES SUPPLIES	000000	195.50
01-0340	MIDCONTINENT COMMUNICAT	I-020215	215-4641-428	UTILITIES 3 SIEVER 2/1-2/28/15	000000	65.00
01-0360	ABC BUSINESS SUPPLY	I-7779	215-4641-426	SUPPLIES SUPPLIES	000000	218.40
01-0510	GOLDEN WEST TECHNOLOGIE	I-287925	215-4641-434	MACHINERY/EQU SUPPLIES CORDLESS MOUSE	000000	68.00
01-1827	MS MAIL & MARKETING	I-7005	215-4641-423	PUBLISHING JANUARY CITY NEWSLETTER	000000	638.58
01-3373	AMAZON WEB SERVICES	I-49087083	215-4641-428	UTILITIES WEB SERVICE 1/1-1/31/15	000000	229.24
01-3810	COMFORT INN	I-240022564	215-4641-427	TRAVEL Sierks Lodging Gov Conf	000000	101.00
		I-24022555	215-4641-427	TRAVEL Pearson Lodging Gov Conf	000000	101.00
		I-24022701	215-4641-427	TRAVEL Christenson Lodging Gov Conf	000000	101.00
		I-24037524	215-4641-427	TRAVEL Nelson Jr. Lodging Gov Conf	000000	101.00
		I-24039289	215-4641-427	TRAVEL Berg Lodging Gov Conf	000000	202.00
		I-24039382	215-4641-427	TRAVEL Blair Lodging Gov Conf	000000	202.00
		I-24043435	215-4641-427	TRAVEL Kuchenbecker Lodging Gov Conf	000000	202.00
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						2,424.72
FUND	215	HISTORIC PRESERVATION	TOTAL:		129,263.93	

PACKET: 03462 COMBINED - 2/17/15

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
01-1496	LAWRENCE CO. REGISTER O					
		I-021115	216-4653-960	CLOSING CO RECORDING FEE 592 WILLIAMS	000000	30.00
		I-021115-1	216-4653-960	CLOSING CO RECORDING FEE 14 VAN BUREN	000000	30.00
		I-021115-2	216-4653-422	PROFESSIONAL RECORDING FEE 25 DENVER	000000	30.00
01-2857	NEIGHBORHOOD LENDING SE					
		I-021115	216-4653-960	CLOSING CO CREDIT REPORT 14 VAN BUREN	000000	17.50
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	107.50
				FUND 216 REVOLVING LOAN	TOTAL:	107.50

PACKET: 03462 COMBINED - 2/17/15

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
01-0097	FARMER BROTHERS CO					
		I-61394861	602-4330-426	SUPPLIES COFFEE	000000	76.40
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-150110111	602-4330-422	PROFESSIONAL PAGERS	000000	33.18
01-0539	LEAD-DEADWOOD SANITARY					
		I-013115	602-4330-422	PROFESSIONAL PUBLIC BLDGS USAGE - FEB	000000	378.61
		I-020215-A	602-4330-422	PROFESSIONAL EQR & USAGE CHARGE	000000	24,176.26
01-0782	JACOBS PRECISION WELDIN					
		I-21530	602-4330-426	SUPPLIES WATER KEY	000000	55.90
01-0841	TSP, INC.					
		I-0048463	602-4330-433	IMPROVEMENTS WATER SYSTEM IMPROVEMENTS	000000	938.56
01-1058	DAKOTA SUPPLY GROUP					
		I-B099241	602-4330-426	SUPPLIES LOCATOR WAND	000000	760.00
01-1491	RENNER, DONOVAN					
		I-013015	602-4330-415	GROUP INSURAN INSURANCE REIMBSMT. - JAN	000000	233.05
		I-020515	602-4330-425	REPAIRS REIMBSMT.-SERVICE SURVEY	000000	199.95
01-1653	STURDEVANT'S AUTO PARTS					
		I-662848	602-4330-426	SUPPLIES STOP AN DTAIL	000000	19.92
		I-664195	602-4330-426	SUPPLIES BULK PROPANE	000000	21.90
01-1827	MS MAIL & MARKETING					
		I-7005-A	602-4330-426	SUPPLIES UTILITY BILL MAILING - JAN.	000000	251.50
01-3076	SD DENR					
		I-020915	602-4330-426	SUPPLIES CERTIFICATION FEES - S.REIF	000000	12.00
DEPARTMENT 330 WATER						TOTAL: 27,157.23
FUND 602 WATER FUND						TOTAL: 27,157.23

PACKET: 03462 COMBINED - 2/17/15

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1003	VERIZON WIRELESS					
		I-9738752484	610-4360-424	RENTALS	PHONE SERVICE - METERS	000000 80.02
01-1230	INTERSTATE ALL BATTERY					
		I-1901002003384	610-4360-426	SUPPLIES	BATTERIES	000000 442.80
01-1399	NEVE'S UNIFORMS, INC.					
		I-RP-034023	610-4360-426	SUPPLIES	FLASHLIGHT HOLDER	000000 15.95
01-1768	HAMANN, ALEX					
		I-012415	610-4360-426	SUPPLIES	REIMBS.FOR SPLINES	000000 27.05
01-1889	DUNCAN PARKING TECHNOLO					
		I-DPT020980	610-4360-425	REPAIRS	FLAT FACE DOME, LOCK	000000 1,347.19
01-2104	INTEGRATED PARKING SOLU					
		I-5743	610-4360-422	PROFESSIONAL	ANNUAL MAINTENANCE-PKNG HDWR	000000 592.00
01-2994	CHAMBERLIN ARCHITECTS					
		I-1 - 1/10/15	610-4360-422-01	CIP DESIGN AT DEADWOOD VISITOR CENTER	000000	44,652.79
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						47,157.80
01-0320	WHITE'S CANYON MOTORS					
		I-610002	610-4361-426	SUPPLIES	SOLENOID	000000 96.55
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-40353	610-4361-425	REPAIRS	LABOR DISMOUNT-MOUNT	000000 25.00
		I-1-40422	610-4361-425	REPAIRS	MICRO-V BELT,RPLCD SERP.BELT	000000 250.99
		I-1-40451	610-4361-425	REPAIRS	EXHAUST CLAMP	000000 19.48
01-1626	SERVALL UNIFORM AND LIN					
		I-2216358	610-4361-426	SUPPLIES	TOWELS & MATS	000000 48.31
		I-2219561	610-4361-426	SUPPLIES	TOWELS & MATS	000000 56.96
		I-2222441	610-4361-426	SUPPLIES	TOWELS & MATS	000000 48.31
01-1653	STURDEVANT'S AUTO PARTS					
		C-663889	610-4361-426	SUPPLIES	RETURN OF FLEET RUNNER	000000 49.79-
		I-662955	610-4361-426	SUPPLIES	ON-OFF METAL BAT	000000 5.11
		I-663043	610-4361-426	SUPPLIES	HEADLIGHT LENS,COURTESY LT.	000000 23.26
		I-663360	610-4361-426	SUPPLIES	FLEET RUNNER MICRO	000000 49.79
		I-663827	610-4361-426	SUPPLIES	WIRE SET	000000 44.61
		I-663923	610-4361-426	SUPPLIES	ZEREX HD	000000 85.47
		I-663964	610-4361-426	SUPPLIES	BULB	000000 1.69
		I-664042	610-4361-426	SUPPLIES	BULBS, STOP-SLIP	000000 8.69
01-2174	SPECIALTY VEHICLES					
		I-24743	610-4361-426	SUPPLIES	MIRROR FOR TROLLEY	000000 446.58

PACKET: 03462 COMBINED - 2/17/15

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
01-2174	SPECIALTY VEHICLES		continued			
		I-24921	610-4361-426	SUPPLIES SWITCH PANEL -TROLLEY	000000	517.13
01-3641	ALL AROUND AUTO, LLC					
		C-282551	610-4361-426	SUPPLIES CREDIT FOR GLOW PLUG	000000	77.99-
		C-283161	610-4361-426	SUPPLIES ANTIFREEZE,OIL/HYDRAUL FILTERS	000000	68.74-
		I-282506	610-4361-426	SUPPLIES SQUEEGEE,ANTIFREEZE,OIL FILTER	000000	78.59
		I-282558	610-4361-426	SUPPLIES ANTIFREEZE, OIL FILTER	000000	71.21
		I-282567	610-4361-426	SUPPLIES TAILLIGHT LENS ASSY	000000	60.07
		I-283033	610-4361-426	SUPPLIES OIL, OIL FILTERS	000000	122.23
		I-283220	610-4361-426	SUPPLIES SPRAY PAINT,DEPROSTER DUCT	000000	55.54
		I-283281	610-4361-426	SUPPLIES FLASHLIGHT BULB	000000	34.43
		I-283299	610-4361-426	SUPPLIES IMPACT SOCKET	000000	23.19
		I-283552	610-4361-426	SUPPLIES LAMP KIT,RELAY, BLAC, CLEANER	000000	160.95
		I-283670	610-4361-426	SUPPLIES SERPENTINE BELT	000000	46.24
		I-283706	610-4361-426	SUPPLIES SERPENTINE BELT	000000	46.24
		I-283760	610-4361-426	SUPPLIES BLUE DEF 55 GAL	000000	215.50
		I-284236	610-4361-426	SUPPLIES CABLE TIE,OIL,ANTIFREEZE,WASH	000000	195.87
		I-284263	610-4361-426	SUPPLIES BELT TOOLS,RATCHET,LIGHT,VALVE	000000	204.23
		I-284610	610-4361-426	SUPPLIES STT LAMP	000000	23.58
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	2,869.28
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	50,027.08

2/13/2015 10:47 AM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET: 03462 COMBINED - 2/17/15

VENDOR SET: 01

FUND : 701 RUBBLE SITE

DEPARTMENT: 324 RUBBLE SITE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0547	M&M SANITATION					
		I-27138	701-4324-426	SUPPLIES	TOILET RENTAL-TCD	000000 102.50
					DEPARTMENT 324 RUBBLE SITE	TOTAL: 102.50
-----						
					FUND 701 RUBBLE SITE	TOTAL: 102.50

PACKET: 03462 COMBINED - 2/17/15

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-021115	723-4000-429	OTHER	CITY SLOTS - PYMT 8, YR 3	000000
						18,852.27
				DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:
						18,852.27
				FUND	723	NICKEL SLOT PAYMENT AGENCY
						TOTAL:
						18,852.27
						REPORT GRAND TOTAL:
						389,146.19

# Sales & Use Tax Return

2-17-15

1018-0924-ST  
MUNICIPAL UTILITIES  
CITY OF DEADWOOD  
102 SHERMAN ST  
DEADWOOD, SD 57732-1309  
Confirmation Number: Not Submitted

South Dakota  
Department of Revenue

Reporting Period: 01/2015  
Return Due: 02/23/2015

A. Sales and Use Tax				Rate	Tax Due
1. Gross Sales				\$41,293.96	
2. Use Taxable				\$0.00	
3. Non-Taxable Sales				\$0.00	
4. Special Jurisdictions (Indian Country, Reservations)					
5. State Sales and Use Tax				\$41,293.96	4.00%
					\$1,651.76
B. City Tax					
City	Taxable	Code	Rate	Taxable	Code
Deadwood	\$34,757.21	093-2	2.00%	\$7,614.71	093-1
				1.00%	
Total City Tax Due					\$771.29
C. Tourism Tax					
D. Other Taxes					
E. Totals					
Total Tax Due					\$2,423.05
Allowance					\$36.35
Total Due					\$2,386.70

Additional Bill



# Active Data Systems

2504 W. 46th Street  
Sioux Falls, SD 57105  
605-335-5906 Fax 605-335-2785  
www.activedatasystems.com

## Invoice

Account #	Invoice #	Date
1076	2-15230	2/2/2015

Bill To

City of Deadwood  
102 Sherman  
Deadwood, SD 57732

Ship To

108 Sherman  
Deadwood, SD 57732

217-15  
6B

Rep	P.O. No.	Ship Date	Ship Via	Terms	FOB
CAM		2/2/2015		Net 30	Sioux Falls
Qty	Description			Rate	Amount
	FileDirector Document Management System Support & Software Assurance From 3/5/15 thru 3/4/16  FileDirector SBE Software Serial # 9A43309ECB4-DE872-4C228-98508 1 - Administration Scan License 2 - Scan Incenses - Concurrent 2 - Retrieval Licenses - Concurrent OCR Full Text Recognition Module 1 - Canon DR-708C Scanner #DB300687 1 - Canon DR-6010C Scanner #FB302399			6,074.54	6,074.54T
				2247.54 101-4142-422 379 3327 - 275-4641-422 630	
				<b>Subtotal</b>	\$6,074.54

2247.54 101-4142-422 3790  
3327 - 215-4641-422 63%

Make all checks payable to:  
Active Data Systems  
THANK YOU FOR YOUR BUSINESS

2-17-15  
LC

**AGREEMENT BETWEEN CITY OF DEADWOOD AND  
MIDWEST ART CONSERVATION CENTER, INDEPENDENT CONTRACTOR**

This agreement is made by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives Department (hereinafter referred to as "CITY") and MIDWEST ART CONSERVATION CENTER (hereinafter referred to as "CONSERVATION CENTER").

WHEREAS, the purpose of this agreement is to set forth the terms and conditions of the agreement between CITY and CONSERVATION CENTER to provide conservation treatments on three (3) textile/clothing objects (CAT. #: 011882; #006783; #006784) unearthed during the 2001-2004 Deadwood Chinatown Archaeological investigations.

WHEREAS, CONSERVATION CENTER has the experience and expertise to perform the requested conservation treatments; and

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

1. The parties agree it is CONSERVATION CENTER's responsibility to comply with all local and state laws relating to workman's compensation, register, report and pay all necessary taxes and insurance, including, but not limited to Social Security, FICA, Unemployment Insurance and comply with the Equal Employment Opportunities Act.

2. CONSERVATION CENTER shall provide its own office space, equipment and materials needed to meet the requirements of this agreement.

3. CONSERVATION CENTER shall humidify, clean, stabilize, flatten and re-box three (3) textile/clothing objects (CAT. #: 011882; #006783; #006784) by December 31, 2015.

4. CONSERVATION CENTER shall provide reports every two (2) months concerning the status and expenditure of this project. In particular, upon examination or during treatment, if it is determined the costs of treatment will exceed \$11,500.00, CONSERVATION CENTER shall immediately notify CITY..

5. CONSERVATION CENTER shall provide a final report as related to the conservation of the three (3) textile/clothing objects (CAT. #: 011882; #006783; #006784).

6. Upon CONSERVATION CENTER producing sufficient invoices, CITY shall pay CONSERVATION CENTER the requested sum, not to exceed eleven thousand five hundred dollars (\$11,500.00), without further written authorization from CITY.

7. CONSERVATION CENTER may subcontract portions of this agreement, provided all conservation work shall be performed at the Conservation Center and only by fully trained and qualified conservators.

8. CITY shall be responsible for arranging and transporting the three (3) textile/clothing objects (CAT. #: 011882; #006783; #006784) to and from CONSERVATION CENTER.

9. Either party may terminate this agreement upon providing the other party with thirty (30) days' notice, in writing, and served upon the other party via certified mail; however, within one (1) week of such notice, CONSERVATION CENTER shall prepare the collection for pickup by CITY and shall produce work completed at that time.

10. CONSERVATION CENTER is an independent contractor and this agreement shall not be construed as creating any type of relationship, including, but not limited to, principal and agent, or employer and employee between CITY and CONSERVATION CENTER.

11. CONSERVATION CENTER does not have the authority to hire any person on behalf of CITY, but for the transportation of the objects.

12. CONSERVATION CENTER 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 expenses, including attorneys' fees arising out of, or in connection with any conduct or work of CONSERVATION CENTER as set forth in this agreement.

13. 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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF DEADWOOD

By \_\_\_\_\_  
Charles Turbiville, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson  
City Finance Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MIDWEST ART CONSERVATION CENTER,  
Independent Contractor

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS  
County of \_\_\_\_\_ )

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

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

2-17-15  
CD

**AGREEMENT BETWEEN CITY OF DEADWOOD AND**  
**MARYLAND ARCHEOLOGICAL CONSERVATION LABORATORY,**  
**INDEPENDENT CONTRACTOR**

This agreement is made by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives Department (hereinafter referred to as "CITY") and MARYLAND ARCHEOLOGICAL CONSERVATION LABORATORY (hereinafter referred to as "MARYLAND").

WHEREAS, the purpose of this agreement is to set forth the terms and conditions of the agreement between CITY and MARYLAND to provide conservation treatments to forty-eight (48) metal buttons and one (1) water pipe unearthed during the 2001-2004 Deadwood Chinatown Archaeological investigations.

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

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

1. The parties agree it is MARYLAND's responsibility to comply with all local and state laws relating to workman's compensation, register, report and pay all necessary taxes and insurance, including, but not limited to Social Security, FICA, Unemployment Insurance and comply with the Equal Employment Opportunities Act.
2. MARYLAND shall provide its own office space, equipment and materials needed to meet the requirements of this agreement.
3. MARYLAND shall clean and stabilize forty-eight (48) metal buttons and one (1) water pipe. Further, MARYLAND shall provide a final report as related to the

conservation of the Deadwood Chinatown buttons and water pipe, with photographs by December 31, 2015.

4. Upon the objects being returned to CITY, MARYLAND shall submit an invoice for work completed and be paid two thousand two hundred dollars (\$2,200.00) by CITY.

5. MARYLAND may not subcontract any of the services to be provided by this agreement.

6. Either party may terminate this agreement upon providing the other party with thirty (30) days' notice, in writing, and served upon the other party via certified mail; however, within one (1) week of such notice, MARYLAND shall return the collection to CITY and shall produce work completed at that time.

7. MARYLAND is an independent contractor and this agreement shall not be construed as creating any type of relationship, including, but not limited to, principal and agent, or employer and employee between CITY and MARYLAND.

8. MARYLAND does not have the authority to hire any person on behalf of CITY.

9. MARYLAND 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 expenses, including attorneys' fees arising out of, or in connection with any conduct or work of MARYLAND as set forth in this agreement.

10. 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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF DEADWOOD

By \_\_\_\_\_  
Charles Turbiville, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson  
City Finance Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Maryland Archeological Conservation Laboratory,  
Independent Contractor

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS  
\_\_\_\_\_ )

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

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**CITY OF LEAD**  
**801 WEST MAIN ST**  
**LEAD, SD 57754**  
Phone (605) 584-1313  
Fax (605) 584-1407

2-17-15  
61

City of Deadwood  
102 Sherman St.  
Deadwood, SD 57732

*Finance Office*  
*Hi - would you please*  
*provide me with a*  
*detail of expenditures*

**STATEMENT**

½ of Animal Shelter Expenses for 2014  
Total paid for the year \$5071.33

*THANKS*  
*for LOS-722-0786*

**TOTAL Due to City of Lead**

**\$2535.67**

**Due Upon Receipt:**

# City of Lead General Ledger

GENERAL (101)

For the Fiscal Year 2014 Periods 1-12 Ending December 31, 2014

								Debit	Credit
101-4412-42200 PRO. FEES & SERVICES								Beginning Balance	0.00
Trans action	Src	Typ	Date	Document Number	PO/Ref Number	Payor/ Vendor	Description	Debit	Credit
48968	AP	IN	03/17/14	31714		31-SOUTH DAKOTA ASSOCI	PRO. FEES & SERVICES	100.00	0.00
51304	AP	IN	10/06/14	10614		234-TWIN CITY ANIMAL SHE	PRO. FEES & SERVICES	3,000.00	0.00
								Ending Balance	3,100.00
101-4412-42530 EQUIPMENT REPAIR								Debit	Credit
								Beginning Balance	0.00
Trans action	Src	Typ	Date	Document Number	PO/Ref Number	Payor/ Vendor	Description	Debit	Credit
50421	AP	IN	07/07/14	7714		1396-OWENS INTERSTATE	EQUIPMENT REPAIR	234.97	0.00
50659	AP	IN	08/04/14	8414		240-TWIN CITY HARDWARE	EQUIPMENT REPAIR	69.98	0.00
								Ending Balance	304.95
101-4412-42610 OFFICE SUPPLIES								Debit	Credit
								Beginning Balance	0.00
Trans action	Src	Typ	Date	Document Number	PO/Ref Number	Payor/ Vendor	Description	Debit	Credit
48426	AP	IN	01/06/14	1614		240-TWIN CITY HARDWARE	OFFICE SUPPLIES	145.96	0.00
49193	AP	IN	04/07/14	4714		4-ALCO	OFFICE SUPPLIES	15.98	0.00
49814	AP	IN	06/03/14	6314		240-TWIN CITY HARDWARE	OFFICE SUPPLIES	34.99	0.00
50380	AP	IN	07/07/14	7714		240-TWIN CITY HARDWARE	OFFICE SUPPLIES	23.95	0.00
51055	AP	IN	09/02/14	9214		240-TWIN CITY HARDWARE	OFFICE SUPPLIES	34.99	0.00
								Ending Balance	255.87
101-4412-42630 CLOTHING & FOOD								Debit	Credit
								Beginning Balance	0.00
Trans action	Src	Typ	Date	Document Number	PO/Ref Number	Payor/ Vendor	Description	Debit	Credit
49654	AP	IN	05/05/14	5514		240-TWIN CITY HARDWARE	CLOTHING & FOOD	119.96	0.00
								Ending Balance	119.96
101-4412-42640 JANITORIAL SUPPLIES								Debit	Credit
								Beginning Balance	0.00
Trans action	Src	Typ	Date	Document Number	PO/Ref Number	Payor/ Vendor	Description	Debit	Credit
48427	AP	IN	01/06/14	1614		4-ALCO	JANITORIAL SUPPLIES	10.57	0.00
49193	AP	IN	04/07/14	4714		4-ALCO	JANITORIAL SUPPLIES	40.97	0.00
49447	AP	IN	04/21/14	42114		4-ALCO	JANITORIAL SUPPLIES	56.95	0.00
50110	AP	IN	06/16/14	61614		74-BLACK HILLS CHEMICAL	JANITORIAL SUPPLIES	60.24	0.00
50469	AP	IN	07/21/14	72114		4-ALCO	JANITORIAL SUPPLIES	27.71	0.00
51047	AP	IN	09/02/14	9214		4-ALCO	JANITORIAL SUPPLIES	26.98	0.00
51095	AP	IN	09/15/14	91514		4-ALCO	JANITORIAL SUPPLIES	66.82	0.00
51633	AP	IN	11/17/14	111714		4-ALCO	JANITORIAL SUPPLIES	20.36	0.00
								Ending Balance	310.60
101-4412-42660 MINOR TOOLS								Debit	Credit
								Beginning Balance	0.00
Trans action	Src	Typ	Date	Document Number	PO/Ref Number	Payor/ Vendor	Description	Debit	Credit
49695	AP	IN	05/05/14	5514		285-LYNN'S	MINOR TOOLS	4.50	0.00
51451	AP	IN	11/03/14	11314		240-TWIN CITY HARDWARE	MINOR TOOLS	204.95	0.00
								Ending Balance	209.45
101-4412-42810 TELEPHONE								Debit	Credit
								Beginning Balance	0.00
Trans action	Src	Typ	Date	Document Number	PO/Ref Number	Payor/ Vendor	Description	Debit	Credit
48425	AP	IN	01/06/14	1614		7-WOW	TELEPHONE	48.46	0.00

**City of Lead**  
**General Ledger**

Page: 2

1/28/2015 10:41am

GENERAL (101)

For the Fiscal Year 2014 Periods 1-12 Ending December 31, 2014

48710	AP	IN	02/03/14	2314	7-WOW	TELEPHONE	45.78	0.00
48952	AP	IN	03/03/14	3314	7-WOW	TELEPHONE	47.39	0.00
49189	AP	IN	04/07/14	4714	7-WOW	TELEPHONE	47.25	0.00
49694	AP	IN	05/05/14	5514	7-WOW	TELEPHONE	48.39	0.00
49815	AP	IN	06/03/14	6314	7-WOW	TELEPHONE	46.79	0.00
50462	AP	IN	07/21/14	72114	7-WOW	TELEPHONE	47.09	0.00
50663	AP	IN	08/04/14	8414	7-WOW	TELEPHONE	104.35	0.00
51051	AP	IN	09/02/14	9214	7-WOW	TELEPHONE	49.80	0.00
51453	AP	IN	11/03/14	11314	7-WOW	TELEPHONE	155.64	0.00
51852	AP	IN	12/01/14	1214	7-WOW	TELEPHONE	48.70	0.00

Ending Balance	667.62	
----------------	--------	--

Debit	Credit
-------	--------

101-4412-42820

**ELECTRICITY**

Beginning Balance	0.00	
-------------------	------	--

Trans action	Src	Typ	Date	Document Number	PO/Ref Number	Payor/ Vendor	Description	Debit	Credit
48525	AP	IN	01/21/14	12114		83-BLACK HILLS POWER	ELECTRICITY	229.17	0.00
48756	AP	IN	02/18/14	21814		83-BLACK HILLS POWER	ELECTRICITY	43.06	0.00
49012	AP	IN	03/17/14	31714		83-BLACK HILLS POWER	ELECTRICITY	219.57	0.00
49164	AP	IN	04/07/14	4714		83-BLACK HILLS POWER	ELECTRICITY	175.39	0.00
49736	AP	IN	05/19/14	51914		83-BLACK HILLS POWER	ELECTRICITY	149.77	0.00
50102	AP	IN	06/16/14	61614		83-BLACK HILLS POWER	ELECTRICITY	126.98	0.00
50372	AP	IN	07/07/14	7714		83-BLACK HILLS POWER	ELECTRICITY	80.16	0.00
50713	AP	IN	08/18/14	81814		83-BLACK HILLS POWER	ELECTRICITY	79.54	0.00
51136	AP	IN	09/15/14	91514		83-BLACK HILLS POWER	ELECTRICITY	85.81	0.00
51254	AP	IN	10/06/14	10614		83-BLACK HILLS POWER	ELECTRICITY	86.58	0.00
51486	AP	IN	11/03/14	11314		83-BLACK HILLS POWER	ELECTRICITY	161.34	0.00
51877	AP	IN	12/15/14	121514		83-BLACK HILLS POWER	ELECTRICITY	233.11	0.00

Ending Balance	1,670.48	
----------------	----------	--

Debit	Credit
-------	--------

101-4412-42830

**NATURAL GAS**

Beginning Balance	0.00	
-------------------	------	--

Trans action	Src	Typ	Date	Document Number	PO/Ref Number	Payor/ Vendor	Description	Debit	Credit
48437	AP	IN	01/06/14	1614		162-MONTANA DAKOTA UTI	NATURAL GAS	140.59	0.00
48715	AP	IN	02/03/14	2314		162-MONTANA DAKOTA UTI	NATURAL GAS	135.61	0.00
48974	AP	IN	03/17/14	31714		162-MONTANA DAKOTA UTI	NATURAL GAS	159.00	0.00
49181	AP	IN	04/07/14	4714		162-MONTANA DAKOTA UTI	NATURAL GAS	132.55	0.00
49681	AP	IN	05/05/14	5514		162-MONTANA DAKOTA UTI	NATURAL GAS	136.42	0.00
49822	AP	IN	06/03/14	6314		162-MONTANA DAKOTA UTI	NATURAL GAS	104.45	0.00
50403	AP	IN	07/07/14	7714		162-MONTANA DAKOTA UTI	NATURAL GAS	47.68	0.00
50655	AP	IN	08/04/14	8414		162-MONTANA DAKOTA UTI	NATURAL GAS	22.87	0.00
51052	AP	IN	09/02/14	9214		162-MONTANA DAKOTA UTI	NATURAL GAS	16.93	0.00
51273	AP	IN	10/06/14	10614		162-MONTANA DAKOTA UTI	NATURAL GAS	41.50	0.00
51455	AP	IN	11/03/14	11314		162-MONTANA DAKOTA UTI	NATURAL GAS	51.96	0.00
51845	AP	IN	12/01/14	1214		162-MONTANA DAKOTA UTI	NATURAL GAS	94.24	0.00

Ending Balance	1,084.80	
----------------	----------	--

Debit	Credit
-------	--------

101-4412-42840

**SEWER**

Beginning Balance	0.00	
-------------------	------	--

Trans action	Src	Typ	Date	Document Number	PO/Ref Number	Payor/ Vendor	Description	Debit	Credit
48436	AP	IN	01/06/14	1614		156-LEAD/DEADWOOD SANI	SEWER	27.30	0.00
48778	AP	IN	02/18/14	21814		156-LEAD/DEADWOOD SANI	SEWER	27.30	0.00
48976	AP	IN	03/17/14	31714		156-LEAD/DEADWOOD SANI	SEWER	27.30	0.00
49183	AP	IN	04/07/14	4714		156-LEAD/DEADWOOD SANI	SEWER	27.30	0.00
49657	AP	IN	05/05/14	5514		156-LEAD/DEADWOOD SANI	SEWER	27.30	0.00
49841	AP	IN	06/03/14	6314		156-LEAD/DEADWOOD SANI	SEWER	27.30	0.00
50400	AP	IN	07/07/14	7714		156-LEAD/DEADWOOD SANI	SEWER	27.30	0.00

**City of Lead**  
**General Ledger**

## GENERAL (101)

For the Fiscal Year 2014 Periods 1-12 Ending December 31, 2014

50711 AP IN 08/18/14 81814	156-LEAD/DEADWOOD SANI SEWER	27.30	0.00
51110 AP IN 09/15/14 91514	156-LEAD/DEADWOOD SANI SEWER	27.30	0.00
51310 AP IN 10/06/14 10614	156-LEAD/DEADWOOD SANI SEWER	27.30	0.00
51660 AP IN 11/17/14 111714	156-LEAD/DEADWOOD SANI SEWER	27.30	0.00
51891 AP IN 12/15/14 121514	156-LEAD/DEADWOOD SANI SEWER	27.30	0.00

Ending Balance	327.60	
----------------	--------	--

Total Debits and Credits	8,071.33	0.00
--------------------------	----------	------

Grand Total Debits and Credits	8,071.33	0.00
--------------------------------	----------	------

deduct lead pymt - 3000  
 (Deadwood match this) 5071.33

2-17-15  
66

**RESOLUTION 2015-06**

**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:

<b><u>Special or Civic Event:</u></b>	<b><u>Date(s) of Event:</u></b>
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:

CITY OF DEADWOOD

\_\_\_\_\_  
Mary Jo Nelson, Finance Officer

\_\_\_\_\_  
Charles M. Turbiville, Mayor



**Albertson Engineering Inc.**

3202 W. Main Street, Suite C  
Rapid City, SD 57702

**An Agreement Between Owner  
and Structural Engineer of Record  
for Professional Services**

217-15  
6H

Date: December 31, 2014

*Structural Engineer (SER):*

Albertson Engineering, Inc.  
3202 West Main, Suite C  
Rapid City, SD 57702

*Client:*

City of Deadwood  
108 Sherman Street  
Deadwood, SD 57735  
Attn: Kevin Kuchenbecker

Project Name: Retaining Wall Replacement/Repair  
Project Location: Deadwood, South Dakota  
SER Project #: 2015-002

**PROJECT DESCRIPTION**

Design of retaining wall replacements and/or repairs at several locations to be determined by Historic Preservation Officer and Building Official for the City of Deadwood.

**SCOPE OF SERVICES**

The Structural Engineering Services to be provided are described in the Summary of Services (Exhibit A) and Terms and Conditions (Exhibit B). Included Additional Services (Exhibit B, Paragraph 3.1.1 and 3.1.2) are specifically noted in Exhibit A. This agreement does not include services for Project Peer Review, Special Inspections, or Fast Track Design and Construction.

**ENGINEERING CHARGES**

Compensation for our services shall be:

Services are to be billed at the SER's current standard hourly rate not to exceed Forty- Five Thousand dollars (\$45,000.00).

The SER's current standard hourly rate schedule is:

Principal Engineer:	\$145/hour
Project Engineer II:	\$120/hour
EIT:	\$90/hour
Drafting:	\$60/hour
Clerical:	\$50/hour

The engineering charges stated above shall be subject to renegotiation if the project becomes a Fast Track Project.

#### REIMBURSABLE EXPENSES

Reimbursable expenses (e.g., mileage, postage, copying) as described in the Terms and Conditions shall be billed as a multiple of 1.0 times the cost incurred plus any applicable taxes. Subconsultant expenses shall be billed as a multiple of 1.15 times the cost incurred plus any applicable taxes.

#### ADDITIONAL PROVISIONS

This Agreement, and Exhibits A & B hereto, constitute the entire agreement between the parties. The SER will begin services upon receipt of a signed contract.

This agreement will expire if not signed within 1 month of the agreement date.

#### ADDITIONAL INSURANCE REQUIREMENT

In addition to the insurance coverages set forth in this agreement, Albertson will obtain and maintain "Professional Liability" or "Errors and Omissions" insurance with limits of not less than \$1,000,000 per claim, \$2,000,000 aggregate. The policy's retroactive date must be no later than the date that Professional Services commenced and Albertson must continue coverage for a period of not less than two years after all Professional Services are completed.

#### AUTHORIZED ACCEPTANCE

by Structural Engineer  
of Record (SER)

  
\_\_\_\_\_  
Signature

Mike Albertson, President  
\_\_\_\_\_  
Print Name and Title

12/31/14  
\_\_\_\_\_  
Date

by Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



**Albertson Engineering Inc.**

3202 W. Main Street, Suite C  
Rapid City, SD 57702

# An Agreement Between Owner and Structural Engineer of Record for Professional Services©

Prepared by the Council of American Structural Engineers (CASE Document 2-1996)



Albertson Engineering Inc.

## EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the letter of agreement dated January 9, 2012 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

The services of the Structural Engineer of Record for this proposal may include those summarized below. See Exhibit B - Terms and Conditions - for further details.

Basic Services	Included	Not Included	Remarks
<b>PROJECT DEVELOPMENT PHASE</b>			
1. Define Scope of Structural Services	X		
2. Assist in Development of Schedule	X		
3. Assist in Determining Channels of Communication	X		
4. Assist in Determining Number of Meetings and Number of Site Visits			
<b>CONTRACT DOCUMENTS PHASE</b>			
1. Prepare Structural Design of Primary Structural System	X		
2. Designate Elements to be designed by Specialty Engineers, and Specify Structural Criteria for Specialty Engineers Design of Pre-Engineered Structural Elements.	X		
3. Review Effect of Secondary or Non-Structural Elements Attached to Primary Structural System	X		
4. Attend Meetings	X		
5. Assist in Coordination with Building Code Officials	X		
<b>Basic Services (continued)</b>	Included	Not Included	Remarks



6. Complete Structural Calculations	X		
7. Complete Structural Drawings	X		
8. Prepare or Edit Specifications for the Primary Structural System (on drawings)	X		
9. Assist in Establishing Testing and Inspection Requirements	X		
10. Perform Checking and Coordination of the Structural Documents	X		
<b>CONSTRUCTION ADMINISTRATION PHASE</b>	X		
1. Bidding and Award			
a. Assist Evaluating Bidder's Qualifications			
b. Provide Structural Addenda and Clarifications	X		
c. Assist in Bid Evaluation	X		
2. Pre-Construction Services	X		
a. Attend Meetings			
b. Assist in Establishing Communications Procedures	X		
c. Assist in Establishing Procedures for Testing and Inspections	X		
d. Assist in Confirming Submittal Procedures	X		
e. Assist in Selection of Testing Agency	X		
f. Advise Client and Contractor Which Structural Elements Require Construction Observation by SER	X		
<b>Basic Services (continued)</b>	<b>Included</b>	<b>Not Included</b>	<b>Remarks</b>
g. Respond to Building Department and Peer Reviewer Comments	X		

3. Submittal Review a. Review Specified Submittals for Items Designed by SER b. Review Submittals for Pre-Engineered Structural Elements	X		
4. Site Visits a. Make Site Visits at Intervals Appropriate to the Stage of Construction b. Prepare Site Visit Reports	X		
5. Materials Testing and Inspection a. Review Testing and Inspection Reports b. Initiate Appropriate Action to Those Reports, if required	X		

## ADDITIONAL SERVICES

1. Prepare and/or process typical construction administration items such as pay requests, requests for information, change orders, substantial completion.



**Albertson Engineering Inc.**

# **An Agreement Between Owner and Structural Engineer of Record for Professional Services©**

*Prepared by the Council of American Structural Engineers (CASE Document 2-1996)*

## **EXHIBIT B - Terms and Conditions**

This is an exhibit attached to and made a part of the agreement dated January 11, 2013 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

### **Section I - General**

#### **1.1 This Agreement**

- 1.1.1 These Terms and Conditions, along with the Agreement, and Exhibit A - Summary of Services, form the Agreement as if they were part of one and the same document. Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of the Structural Engineer of Record (SER).
- 1.1.2 The Agreement and Exhibit A may limit or negate the applicability of these Terms and Conditions. Such limitation shall take precedence over provisions of this Exhibit.

#### **1.2 General Obligations of the SER and the Owner**

- 1.2.1 Albertson Engineering Inc., hereinafter referred to as the Structural Engineer of Record (SER), shall perform those professional structural engineering services as specified in Exhibit A and detailed in these Terms and Conditions. In rendering these services, the SER shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered.
- 1.2.2 The Owner shall verify that the contemplated project will be financed adequately, including provisions for contingencies, to accomplish the stated and desired goals and commitments.
- 1.2.3 The Owner shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the contract documents phase.
- 1.2.4 The SER shall recommend that the Owner obtain those geotechnical investigations, property surveys, reports and other data necessary for performance of the SER's services. Those services may be provided under this contract if requested by owner.

- 1.2.5 The SER shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project.
- 1.2.6 The Owner shall provide to the SER reports of geotechnical investigations, property surveys, and other reports and data requested, if available, as well as any previous reports or other data relative to the Project.

### **1.3 Definitions**

- 1.3.1 Primary Structural System is the completed combination of elements, which serve to support the self weight, the applicable live load (which is based upon the occupancy and use of the spaces), the environmental loads such as wind and thermal, plus the seismic loading.
- 1.3.2 Pre-Engineered Structural Elements are structural elements, which are specified by the SER but may be designed by a Specialty Engineer. These elements are normally fabricated off-site, may require specialized equipment not usually available at the job site or could require a proprietary process. The SER shall specify the design criteria including the incorporation of the Pre-Engineered Structural Elements into the structure.

Examples of Pre-Engineered Structural Elements may include but are not limited to:

- a. Open web steel joists and joist girders.
- b. Wood trusses.
- c. Combination wood and metal, and plywood joists.
- d. Precast concrete elements.
- e. Prefabricated wood or metal buildings.
- f. Tilt-up concrete panel reinforcement and hardware required for lifting to position.

- 1.3.3 Specialty Engineer is an engineer who is legally responsible for sealing plans and designs for Pre-Engineered Structural Elements, which become part of the building. The Specialty Engineer is usually retained by a supplier or subcontractor who is responsible for the design, fabrication and (sometimes) installation of engineered elements.
- 1.3.4 Secondary Structural Elements are elements that are structurally significant for the function they serve but do not contribute to the strength or stability of the primary structure designed.
- 1.3.5 Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals and lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional services sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.
- 1.3.6 Fast Track Projects are projects in which any portion of the contract drawings are released for

pricing/ bid/fabrication, or are submitted for building permit prior to such issuance of full design team documents.

## Section 2 - Basic Services

### 2.1 General

2.1.1 The Basic Services of the SER shall include the analysis of, design of, preparation of drawings and specifications for; review of structural submittals related to; and construction observation of the Primary Structural System, as designated in Exhibit A.

2.1.2 Provide Structural criteria for Pre-Engineered Structural Elements, if required by Exhibit A. This includes the type of element, position within the structure, connection to the Primary Structural System, the loading and deflection criteria, and the required shop drawing and calculation submittal requirements

2.1.3 Review the effect of Secondary elements on the Primary Structural System and design the Primary Structural System to accept and support such items. The contract documents shall provide information regarding the supporting capability and physical attachment limitations of the Primary Structural System.

2.1.4 Submittal Review:

Review specified Submittals pertaining to items designed by the SER. Determine whether Submittals have received prior approvals as required by the Contract Documents. Review of Submittals shall be for general conformance with the information given and design concept expressed in the Structural Contract Documents.

Review submittals pertaining to Pre-Engineered Structural Elements specified by the SER and designed by Specialty Engineers. Determine whether Submittals have received prior approvals as required by the Contract Documents. Determine whether Submittals bear the signature and professional seal of the Specialty Engineer responsible for the design as required by the Contract Documents. Review of Pre-Engineered Structural Elements shall be for type, position, and connection to other elements within the Primary Structural System, and for criteria and loads used for their design. Review shall include determination that structural elements necessary for a stable structure will be provided.

2.1.5 Construction Observation:

Make site visits at intervals appropriate to the stage of construction and as defined by the Contract to observe and become generally familiar with the quality and the progress of the construction work relative to the Primary Structural System.

Prepare construction observation reports.

## Section 3 - Additional Services

### 3.1 General

3.1.1 Services beyond those outlined under Basic Services may be requested. These services may be provided by the SER under terms mutually agreed upon by the Client and the SER.

3.1.2 Special Services are services that may or may not be foreseen at the beginning of design stages, and are not normally included as Basic Services. Examples include, but are not limited to:

- 1) Tenant-related design services.
- 2) Services related to special dynamic analyses such as spectrum or time-history response to seismic forces, or floor-response analysis for footfall or vibratory equipment.
- 3) Services related to special wind analyses, such as wind-tunnel tests, etc.
- 4) Services related to "seismic risk" analysis.
- 5) Studies of various schemes to accommodate special energy requirements.
- 6) Services connected with the preparation of documents for alternate bids or for segregated contracts for phased or fast track construction.
- 7) Continuous and/or detailed inspections of construction.
- 8) Design or field observations of shoring and bracing for excavations and buildings, or underpinning of adjacent structures.
- 9) Design or review related to contractor's construction related equipment, e.g., cranes, hoists, etc.
- 10) Design of swimming pools.
- 11) Design for future expansion.
- 12) Filing application for and obtaining a building permit.
- 13) Preparation of "as-built" or record set of drawings.
- 14) Preparation of shop or fabrication drawings, for example, tilt-up wall panel drawings, reinforcing and structural steel detailing, etc.
- 15) Review and determination of structural fire resistance requirements.
- 16) Providing construction observations in excess of those required determining if construction is in general conformance with the structural portions of the construction documents.

- 3.1.3 Extra Services - These are services that arise as a result of unforeseen circumstances during the design or construction process.

Examples include, but are not limited to:

- 1) Services resulting from changes in scope or magnitude of the project as described and agreed to under the Basic Services Agreement.
- 2) Services resulting from changes necessary because of a construction cost over-run, which is outside the control of the SER.
- 3) Services resulting from revisions, which are inconsistent with approvals or instructions previously given by the Client.
- 4) Services resulting from revisions due to the enactment or revision of codes, laws, or regulations subsequent to the start of preparation of construction documents.
- 5) Services resulting from Change Orders.
- 6) Services resulting from corrections or revisions required because of errors or omissions in construction by the building contractor or in design by consultants other than the SER.
- 7) Services resulting from construction procedures over which the SER has no control.
- 8) Services due to extended design or construction time schedules.
- 9) Services, including assisting in preparation for litigation or arbitration as witnesses or consultants, in connection with any public hearing, arbitration, or legal proceedings with respect to the project.
- 10) Services resulting from damage, as the result of fires, man made disasters, or acts of God.
- 11) Review and design of alternate or substitute systems.
- 12) Review of additional shop drawing submittals when occasioned by improper or incomplete submittals.
- 13) Attendance at construction progress meetings.
- 14) Overtime work required by the Contractor.
- 15) Services rendered for special foundations when the discovery of poor soil conditions is made after execution of this Agreement. Examples include, but are not limited to: deep foundations, mat footings, structural grade slabs, and grade beams.

## **Section 4 - Fees and Payments**

### **4.1 Fees and Other Compensation**

- 4.1.1 Fees for Basic Services, Additional Services and Compensation for Reimbursable Expenses are set forth in the Letter Agreement.

### **4.2 Payments on Account**

- 4.2.1 Invoices for the SER's services shall be submitted, at the SER's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.
- 4.2.2 Retainers, if applicable to this Project, shall be credited to the final invoice(s).
- 4.2.3 Any inquiry or questions concerning the substance or content of an invoice shall be made to the SER in writing within 10 days of receipt of the invoice. A failure to notify the SER within this period shall constitute acknowledgement that the service has been provided.

### **4.3 Late Payments**

- 4.3.1 A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees.
- 4.3.2 In the event that any portion of an account remains unpaid 30 days after billing, the SER may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, suspend or terminate the performance of all services.

## **Section 5 - Insurance, Indemnifications & Risk Allocation**

### **5.1 Insurance**

- 5.1.1 The SER shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect the SER from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the SER's services under this Agreement, and from claims under the Workers' Compensation Acts. The SER shall, if requested in writing, issue certificate confirming such insurance to the Owner.

### **5.2 Indemnifications**

- 5.2.1 The Owner shall indemnify and hold harmless the SER and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense are caused in whole or in part by the negligent act or omission and/or strict liability of the

Owner, anyone directly or indirectly employed by the Owner (except the SER) or anyone for whose acts any of them may be liable.

- 5.2.2 The SER shall indemnify and hold harmless the Owner and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omission by the SER in performance of its services under this Agreement..

## **Section 6 - Miscellaneous Provisions**

### **6.1 Reuse of Documents**

- 6.1.1 All documents including calculations, computer files, drawings, and specifications prepared by the SER pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this project. They are and shall remain the property of the SER. Any reuse without written approval or adaptation by the SER is prohibited.

### **6.2 Opinion of Probable Construction Costs**

- 6.2.1 The SER's opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximates quantities of material and equipment, and therefore is of a conditional character. The SER cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

### **6.3 Hidden Conditions**

- 6.3.1 A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the SER shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.

### **6.4 Termination, Successors and Assigns**

- 6.4.1 This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the Engineer for all

services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

- 6.4.2 The Owner and the SER each binds himself or herself, partners, successors, executors, administrators, assigns and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.

- 6.4.3 Neither the Owner nor the SER shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the SER from employing such independent consultants, associates and subcontractors, as he or she may deem appropriate to assist in the performance of services hereunder.

### **6.5 Disputes Resolution**

- 6.5.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

OFFICE OF  
CITY ATTORNEY  
108 Sherman Street  
Telephone (605) 578-2082  
Fax (605) 578-2084  
qriggins@gpna-law.com

# DEADWOOD

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

DEADWOOD CITY HALL  
102 Sherman Street  
Telephone (605) 578-2600

February 9, 2015

Via Email and First Class Mail

Mike Albertson  
Albertson Engineering  
3202 West Main, Suite C  
Rapid City, SD 57702

Re: City of Deadwood Retaining Wall Replacement/Repair  
SER# 2015-002

Dear Mike:

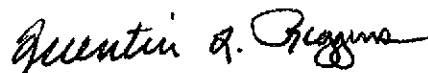
I have reviewed the contract for retaining wall replacement/repair in the City of Deadwood for 2015. The contract looks fine except that I would request the addition of the following language:

**Additional Insurance Requirement.** In addition to the insurance coverages set forth in this agreement, Albertson will obtain and maintain "Professional Liability" or "Errors and Omissions" insurance with limits of not less than \$1,000,000 per claim, \$2,000,000 aggregate. The policy's retroactive date must be no later than the date that Professional Services commenced and Albertson must continue coverage for a period of not less than two years after all Professional Services are completed.

Please insert this language into your contract and forward me by email a copy of the revised contract for review. In the alternative, please send my office a Word version of the contract and I will see that the language is inserted.

If you have questions or concerns, please do not hesitate to contact me. Thank you for your assistance.

Sincerely,



Quentin L. Riggins  
City Attorney

QLR:ath  
c: Kevin Kuchenbecker  
Enc.

2/17/15  
6 J

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the 9th day of February in the year 2015  
(In words, indicate day, month and year.)

**BETWEEN the Owner:**

(Name, legal status, address and other information)

City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732

**and the Contractor:**

(Name, legal status, address and other information)

Leskca, Inc.  
1170 Cabot Hill Rd  
Rapid City, SD 57701  
605-399-3628

**for the following Project:**

(Name, location and detailed description)

Mickelson Trailhead Boardwalk  
Deadwood, SD 57732  
Elevated bike path adjacent to Whitewood Creek.  
Approximately 250' in length.  
Treated wood bridge structure similar to existing Mickelson Trail Bridges.

**The Engineer:**

(Name, legal status, address and other information)

Albertson Engineering, Inc.  
3202 West Main Street, Suite C  
Rapid City, SD 57701  
(605) 343-9606

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

AIA Document A201<sup>™</sup>–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.



## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

A date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Init.

Portion of Work  
Entire Project

Substantial Completion Date  
August 1<sup>st</sup>, 2015

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated damages shall be assessed for each calendar day beyond the date of substantial completion in the amount of \$500.00/day.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Fourteen Thousand and no/100 Dollars (\$ 214,000.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to

init.

substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent ( %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent ( %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

**§ 5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- ☒ Litigation in a court of competent jurisdiction  
Any litigation will be venued in Lawrence County, South Dakota
- ☐ Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

%

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

§ 8.4 The Contractor's representative:  
*(Name, address and other information)*

Init.

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

The City of Deadwood and any of its' officers, agents, and employees are indemnified from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which the City of Deadwood may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of Architect/Engineer in connection with this agreement or services performed or materials provided pursuant to this contract.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
S0.0	Structural Notes	11-13-14
S0.1	Inspection Tables, Materials Legend, & Abbreviations	11-13-14
S1.0	Bike Path Foundation Deck Plan	11-13-14
S2.0	Sections	11-13-14

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	1-2-15	3
2	1-6-15	1
3	1-23-15	14

Init.

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

**§ 9.1.7** Additional documents, if any, forming part of the Contract Documents:

(Paragraph deleted)

1. Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

N/A

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

**Type of insurance or bond**

**Limit of liability or bond amount (\$0.00)**

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

**OWNER** (Signature)

**CONTRACTOR** (Signature)

(Printed name and title)

(Printed name and title)

Init.

# Additions and Deletions Report for

## AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

**Note:** This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:35:14 on 02/13/2015.

### PAGE 1

**AGREEMENT** made as of the 9th day of February in the year 2015

...

City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732

...

Leskca, Inc.  
1170 Cabot Hill Rd  
Rapid City, SD 57701  
605-399-3628

...

Mickelson Trailhead Boardwalk  
Deadwood, SD 57732  
Elevated bike path adjacent to Whitewood Creek.  
Approximately 250' in length.  
Treated wood bridge structure similar to existing Mickelson Trail Bridges.

The ~~Architect~~ Engineer:

...

Albertson Engineering, Inc.  
3202 West Main Street, Suite C  
Rapid City, SD 57701  
(605) 343-9606

### PAGE 2

A date will be fixed in a notice to proceed.

### PAGE 3

Entire Project

August 1<sup>st</sup>, 2015

...

Liquidated damages shall be assessed for each calendar day beyond the date of substantial completion in the amount of \$500.00/day.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Fourteen Thousand and no/100 Dollars (\$ 214,000.00 ), subject to additions and deductions as provided in the Contract Documents.

PAGE 5

[ ☒ ] Litigation in a court of competent jurisdiction  
Any litigation will be venued in Lawrence County, South Dakota

PAGE 6

The City of Deadwood and any of its' officers, agents, and employees are indemnified from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which the City of Deadwood may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of Architect/Engineer in connection with this agreement or services performed or materials provided pursuant to this contract.

<u>S0.0</u>	<u>Structural Notes</u>	<u>11-13-14</u>
<u>S0.1</u>	<u>Inspection Tables, Materials Legend, &amp;</u>	<u>11-13-14</u>
	<u>Abbreviations</u>	
<u>S1.0</u>	<u>Bike Path Foundation Deck Plan</u>	<u>11-13-14</u>
<u>S2.0</u>	<u>Sections</u>	<u>11-13-14</u>

<u>1</u>	<u>1-2-15</u>	<u>3</u>
<u>2</u>	<u>1-6-15</u>	<u>1</u>
<u>3</u>	<u>1-23-15</u>	<u>14</u>

PAGE 7

~~1~~ AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

~~2~~ 1. Other documents, if any, listed below:

N/A



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:35:14 on 02/13/2015 under Order No. 0006021673\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

To: CITY OF DEADWOOD  
102 SHERMAN STREET  
DEADWOOD, SD 57732

DATE: 2/2/2015

2/17/15

TH

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the City of Deadwood, hereinafter called the BUYER and an officer of Rosenbauer South Dakota, LLC, hereinafter called the COMPANY, the following apparatus and equipment:

ROSENBAUER RESCUE APPARATUS BODY MANUFACTURED BY ROSENBAUER  
SOUTH DAKOTA, LLC AND SPECIFIED EQUIPMENT

\$211,229.00

2016 FORD F-550 CHASSIS

\$49,697.00

TOTAL ... \$260,926.00\*

TWO HUNDRED SIXTY THOUSAND NINE HUNDRED TWENTY SIX DOLLARS

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

**DELIVERY:** The estimated delivery time for the completed apparatus, is to be made 325 days after receipt of and approval of this contract duly executed, (chassis must arrive within 120 days or delivery may be delayed); subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company cannot be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no changes take place during pre-construction, mid-point inspections or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required to build said apparatus.

**PAYMENT TERMS:** Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer.

**VARIOUS PROVISIONS:** This agreement shall be construed in accordance with the laws of the State of South Dakota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venued in South Dakota. The parties agree that this agreement bears a rational relationship to the State of South Dakota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

**\*NOTE: IF CHASSIS IS PAID FOR UPON ARRIVAL AT PLANT IN LYONS, SD, DEDUCT \$ 1,925.00.**

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

DEALER: HEIMAN INC

SALES REP:

BRIAN GAALSWYK / GRANT AASEN

**BUYER:**

We accept the above proposal and enter into contract with signature below.

Title

Title

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

**ROSENBAUER SOUTH DAKOTA, LLC**

Title

Date

www.rosenbaueramerica.com

info@rosenbaueramerica.com

ROSENBAUER SOUTH DAKOTA, LLC.  
100 THIRD STREET  
P.O. BOX 57  
LYONS, SOUTH DAKOTA 57041  
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.  
5181 280TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651.462.1000

ROSENBAUER MOTORS, LLC.  
5190 260TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651.462.1000

ROSENBAUER AERIALS, LLC.  
870 SOUTH BROAD STREET  
FREMONT, NEBRASKA 68025  
P: 402.721.7622

## 00-10-1300 - S.O.R. / Options for Consideration

**OPTIONS FOR CONSIDERATION****Option #1    Dual Pressure Pump**

The specified UHPS pump will be provided in a design that provides both volume and high pressure operation. Expected performance capabilities will be 10 GPM @ 1500 PSI, 100 GPM @ 140 psi, and 225 GPM @ 40 PSI. The unit will be powered by a Honda gasoline engine.

Upgrade the UHPS to UHPS-V with (1) one 2.5" discharge.

**If Option #1 is Required, ADD \$ 6467.00**

**Option #2    Chassis Payment Upon Arrival**

At the option of the Fire Department, the chassis may be paid for upon arrival at the apparatus manufacturers plant. If the chassis is paid for upon arrival, the Fire Department will be entitled to a deduction as priced below.

**If Option #2 is Required, DEDUCT \$ 1,925.00**

**Option #3    Delete Paratech Kit**

At the option of the Fire Department, the Paratech Vehicle Maintenance Kit may be provided by the Fire Department. If this option is selected, all Paratech air bags and associated items will be provided to the apparatus manufacturer by the Fire Department. The dealer (Heiman Fire) will no longer be providing these items.

**If Option #3 is Required, DEDUCT \$ 4,929.00**

**Option #4    Delete TNT Power Unit**

At the option of the Fire Department, the TNT Model ET-4.0 Simo Power Unit, 10,500 psi working pressure two stage pump that will operate two tools at the same time may be provided by the Fire Department. If this option is selected, the TFT power unit will be provided to the apparatus manufacturer by the Fire Department. The dealer (Heiman Fire) will no longer be providing this item.

**If Option #4 is Required, DEDUCT \$ 5,800.00**

## 00-10-1400 - S.O.R. / Clarifications to Specs

**CLARIFICATIONS AND/OR EXCEPTIONS TO SPECIFICATIONS**

Please note that the Ford chassis bid is a 2016 Model, and may be subject to minor alterations as determined by Ford Motor Company due to model year changes.

We have been notified that Ford will not have Seat Belt Warning System / Vehicle Data Recorder Systems, and red or orange seat belts available on any 2016 year Model chassis. This will require us to take exceptions to these items which are listed on Page 10 of your specifications.

Additional Ford items that are no longer available may be discovered when 2016 Model specifications are actually published by Ford.

2/17/15

7A

# DEADWOOD

OFFICE OF  
Deadwood Vol. Fire Dept.  
737 Main Street  
Telephone (605) 578-1212  
Fax (605) 578-1190

## FIRE DEPARTMENT

*Established in 1877*

Ken Hawki  
DVFD Exec. Officer  
(605) 578-1212 (O)  
(605) 580-3425 (C)  
firedept@rushmore.com

Date: 17<sup>th</sup> February 2015

To: Honorable Mayor and Commissioners

From: Fire Department Truck Committee

Ref: Rescue Truck bids Review

After much review and discussion the Truck Committee members has come up the following recommendation:

Except the low bid from Heiman Fire Equipment/Rosenbauer with the following clarifications:

1. A duel stage pump benefits is not justified with the addition of \$6,467.00 dollars to the bid price at this time. Therefore we recommend that the number one option be rejected.
2. Committee recommends that payment be made on the chassis when it arrives at the builders plant to realize a \$1,950.00 saving. Yes on option #2
3. Committee recommends that the Fire Department purchase the Air Bags direct from the dealer in lei of Heiman reselling them to us, thus saving \$409.00.
4. Option #4, we can purchase the TNT power unit direct from the dealer and save \$600.00.
5. Request a change order to allow DVFD to purchase the two hydraulic hose and reels and have the builder install them. At a saving of \$5,886.00

The Rescue Truck Committee recommends the City except the bid from Heiman Fire Equipment in the amount of \$242,386.00 to include a chassis payment of \$49,697.00 (upon receipt of chassis at the plant). The Committee further recommends that the City accepts \$18,540.00 in option deductions and purchase \$16,520.00 of other dealer's equipment, Bringing the total cost **\$258,906.00.**

Attached is a spreadsheet that may clarify or confuse the numbers more.

Any questions please contact Ken Hawki, Matt Helmin, Jason Rakow, Trent Mohr, Bob Nelson or Chief Bill Glover.

Thanks for your time and consideration.



**PRESERVATION THROUGH FIRE PREVENTION AND PROTECTION**

	MAINTAINER CUSTOM BODIES/DANKO		ROSENBAUER OF AMERICA /HEIMAN
Base bid price	262,706.00	262,706.00	\$260,926.00 \$260,926.00
OPTION #1 Duel vhp pump			(NO 6,467.00) plus \$6,467.00
Alt 20GPM vrs 10gpm pump	Plus \$3992.00	(NO \$3,992.00)	
OPTION #2 PAY CHASSIS			
UPON DELIVERY TO BUILDER	deduct \$2,500.00	YES	-2,500.00 deduct \$1,925.00 deduct \$1,925.00
OPTION #3 PARA-TECH BAGS			
ALT: VETTER BAGS	deduct \$3,515.00		-3,515.00 deduct \$4,929.00 deduct \$4,929.00
DVED PURCHASE	\$4,520.00	YES	\$4,520.00 YES \$4,520.00 deduct \$4,520.00
OPTION #4 TNT POWER UNIT	NOT BIDDED		-5,800.00 deduct \$5,800.00
DVED PURCHASE	\$5,200.00	YES	\$5,200.00 YES \$5,200.00 deduct \$5,200.00
apples to apples comparison (as close as we can get)		\$266,411.00	257,992.00
BID PRICE		262,706.00	260,926.00
DEDUCTS FOR OPTIONS		6,015.00	12,654.00
SUBTOTAL		256,691.00	248,272.00
COST FOR DFD TO PURCHASE		9,720.00	9,720.00
TOTAL COST		266,411.00	257,992.00
difference from base bid		3,605.00	-2,934.00
EXCEPTIONS	Exceptions: Insurance, duel pump, financial rating, aluminium and paint warranty. On-line manuals, warning light sub., tow hook, crew steps, pump engine, compartment depth, floor covering heater air condition, bag sub, no tnt cost figured (complete list in the bid spec.)	Recorder	Exceptions: Seat belt warning system & Data
DELIVERY	150 days from chassis delivery		325 days from contract signed.

Rescue tally spreadsheet

**Body bid amount** **\$ 211,229.00**

**Chassis** **47,772.00** **\$260,926.00**

Rosenbauer bill \$ 194,614.00 ~~Truck~~ CIP money \$ -194,614.00

Ford 47,772.00 ~~Reserve~~ CIP money - 47,772.00

Para-tech bill 4,520.00 CIP moneys -\$4,520.00

Allegiant bill 12,000.00 CIP money -3,094.00

Truck reserve -8,906.00

Total bid price plus add equipment - \$258,906.00 \$258,906.00

Total bid amount \$ 260,926.00

Used TNT Purchase (Allegiant) 12,000.00

Para-tech bags (M&T) \$4,520.00

Early pay (opt-2) -\$1,925.00

Para-bags (opt-3) - \$4,929.00

TNT power unit (opt-4) -\$5,800.00

Reel adjustment (change order) -5,886.00

Rosenbauer payment (<change order) \$ -194,614.00 CIP

Ford payment - 47,772.00 CIP

Allegiant payment \$ -12,000.00 \$3,094.00 CIP & \$8,906.00 Truck reserve

M&T fire payment \$- 4,520.00 CIP

Option 1 Option 2

~~CIP Funds~~ \$258,906.00 \$250,000.00

Truck Reserve 8,906.00

Total cost \$258,906.00 \$ 258,906.00

# DEADWOOD

OFFICE OF  
Deadwood Vol. Fire Dept.  
737 Main Street  
Telephone (605) 578-1212  
Fax (605) 578-1190

FIRE DEPARTMENT

*Established in 1877*

Ken Hawki  
DVFD Exec. Officer  
(605) 578-1212 (O)  
(605) 580-3425 (C)  
firedept@rushmore.com

2-17-15  
7B

## Memo

Date 17<sup>th</sup> February 2015

To: Honorable Mayor and Commissioners

From: DVFD Truck Committee

Ref: Equipment purchase for Rescue 3

Deadwood Fire Department would like to purchase used TNT extrication equipment for \$12,000.00 from Allegiant Fire. And a set of bags from M&T Fire at accost of \$4,520.00 bringing the total purchase to \$16,520.00

Originally the equipment was purchased at \$26,036.00, dealer asking price of \$14,925.00 and we agreed upon \$12,000.00.

Allowing this purchase will reduce the equipment on the new rescue by approximately \$13,000.00 and add a back-up set of tools for extrication.

Further break down of costs are included in the Rescue 3 purchase paperwork.

Any questions contact Ken Hawki, Chief Glover or members of the truck committee.

Thanks for your time.



Ken Hawki

PRESERVATION THROUGH FIRE PREVENTION AND PROTECTION



	A	B	C	D	E	F	G	H	I	J	K
1	Used TNT equipment	Quantity	Asking price		retail list		ken's price	first offer	NA	dealer offer	3rd offer
2											
3	02 C25 cutter	1	2,200.00		3,995.00	1	1,900.00	\$1,900.00			
4											
5											
6	05 100' reels twin lines	4	1,500.00		1,663.00	2	800.00	\$1,600	2.00	3300	1,600.00
7	05 30' twin line	2	250		580	2	250	\$500.00		500	500
8											
9											
10	04 BT5.5 pump	1	2,750.00		4,925.00	1	2,300.00	\$2,300.00		2750	2300
11	05 230V Elec Pumps duo	2	2,700.00		5,200.00	1	2,400.00	\$2,400.00	1.00	2700	2,400.00
12											
13											
14	01 R-20 Ram	1	797.00		1,395.00		600.00		1		
15	01 R-30 Ram	1	900.00		1,595.00	1	700.00	\$700.00		1595	700
16	01 R-60 Ram	1	1,150.00		1,995.00		800.00		1		
17	05 TLS 25" Ram	1	1,797.00		3,195.00		1,500.00		1		
18											
19											
20	04 28" Spreader	1	2,875.00		4,795.00	1	2,300.00	\$2,300.00		2875	2300
21											
22								11,700.00			
23	Added equipment										
24	chain kit	1	500		\$560.00	1				500	500
25	remote valve	1	500		\$680.00	1					500
26											
27										13820	10800
28			\$14,925.00		\$26,036.00			\$11,000.00		\$12,000.00	\$12,000.00

# Change Order

## HEIMAN INC.

2-17-15  
TC

Fire Department: City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732

Date: 02/06/2015

Change Order Requested From XX Fire Dept.    Dealer    Central Change Order No. (1)

We Hereby Agree to Make the change(s) specified below:

#1 ADD Bid Option #3 – delete Paratech kit. The Paratech Vehicle Maintenance Kit, part # 22-889360G2-150 listed in Section 90-58-1000 of the specifications will not be provided.

DEDUCT \$ 4,929.00

#2 ADD Bid Option #4 – DELETE TNT power unit. The TNT Power Unit, Model ET-4.0 Simo Power Unit listed in Section 90-58-1000 of the specifications, will not be provided by the bidder. The power unit will be provided by the Fire Department for installation on the apparatus.

DEDUCT \$ 5,800.00

#3 DELETE Sections 77-20-1900 and 77-21-2750 from the specifications. The apparatus manufacturer will NOT provide the hydraulic tool reels and hoses.

DEDUCT \$ 7,016.00

#4 ADD installation of Department provided hydraulic hose reels. Mounting will include mounting in the department, and wiring two (2) reels that will fit into the department. Any modifications required due to non-standard size reels or mountings will be at an additional cost. The Department will be responsible for delivery of the reels to the manufacturing plant. The reels MUST be shipped WITHOUT hose or fittings attached. Any hydraulic connections must be capped or plugged before shipping to the manufacturer. The department will install the hydraulic hose onto the installed reels after receipt of the completed apparatus.

ADD \$ 1,130.00

WE AGREE hereby to make change(s) specified above at this price (16,615.00)

(body only) PREVIOUS CONTRACT AMOUNT \$ 211,229.00

(body only) REVISED CONTRACT TOTAL \$ 194,614.00

Due to lead times of components and in fabrication this change order may delay delivery.

ACCEPTED -The above price and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature (contractor)

Date of acceptance / /

Authorized Signature (Fire Department)

Date of acceptance / /

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

2-17-15  
7D  
KEVIN KUCHENBECKER  
Historic Preservation Officer  
Telephone: (605) 578-2082  
Fax: (605) 578-2084  
[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

## MEMORANDUM

---

**Date:** February 13, 2015  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Permission to award bid for Phase V of St. Ambrose Cemetery Restoration

---

The Deadwood Historic Preservation Office is requesting permission to award a contract for Phase V of St. Ambrose Cemetery Restoration. The results from the bid opening are attached.

This office is requesting the City Commission consider awarding the base bid and the all alternates to the lowest responsible bidder - CAI2 Construction - at a total cost of \$392,709.00.

The Deadwood Historic Preservation Commission has reviewed the bid tabulation and concurs with staff's recommendation to award the base bid plus all alternates.

**Recommend Motion:** *Move to accept responsible bid from CAI Construction for Phase V of the St. Ambrose Cemetery Restoration for the base bid and the alternates A1 through A6 at a total cost of \$392,709.00 with funding from the Deadwood Historic Preservation budget and direct attorney to prepare contract.*

TABULATION OF BIDS  
ST. AMBROSE CEMETERY PRESERVATION, PHASE 5  
CITY OF DEADWOOD, SOUTH DAKOTA



Bid Letting: February 2, 2015  
Project No. 10411106  
Checked by: Mike Bender

			Engineers Estimate		RCS Construction		CAI Construction		Mac Construction	
ITEM	UNIT DESCRIPTION	QTY	UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM
1	BASE BID	1	\$ 360,000.00	\$ 360,000.00	\$ 440,000.00	\$ 440,000.00	\$ 316,839.00	\$ 316,839.00	\$ 422,800.00	\$ 422,800.00
TOTAL ESTIMATED PROJECT COST (Base Bid)			\$ 360,000.00		\$ 440,000.00		\$ 316,839.00		\$ 422,800.00	
A1	Alternate 1 (Plot 59)	1	\$ 23,900.00	\$ 23,900.00	\$ 15,000.00	\$ 15,000.00	\$ 18,260.00	\$ 18,260.00	\$ 24,500.00	\$ 24,500.00
A2	Alternate 2 (Plot 60)	1	\$ 42,700.00	\$ 42,700.00	\$ 20,000.00	\$ 20,000.00	\$ 24,450.00	\$ 24,450.00	\$ 36,800.00	\$ 36,800.00
A3	Alternate 3 (Plot 61)	1	\$ 34,200.00	\$ 34,200.00	\$ 15,000.00	\$ 15,000.00	\$ 19,200.00	\$ 19,200.00	\$ 23,500.00	\$ 23,500.00
A4	Alternate 4 (Plot 62)	1	\$ 2,100.00	\$ 2,100.00	\$ 700.00	\$ 700.00	\$ 750.00	\$ 750.00	\$ 700.00	\$ 700.00
A5	Alternate 5 (Plot 63)	1	\$ 3,800.00	\$ 3,800.00	\$ 4,200.00	\$ 4,200.00	\$ 11,780.00	\$ 11,780.00	\$ 4,900.00	\$ 4,900.00
A6	Alternate 6 (Monument 2991)	1	\$ 2,200.00	\$ 2,200.00	\$ 1,300.00	\$ 1,300.00	\$ 1,430.00	\$ 1,430.00	\$ 1,600.00	\$ 1,600.00
BASE BID WITH ALL ALTERNATES:			\$ 468,900.00		\$ 466,200.00		\$ 392,708.00		\$ 514,800.00	

TRUE TABULATION OF BIDS  
Kadmas, Lee & Jackson

# 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

2-17-15  
7E  
Mike Runge  
Archivist  
Telephone (605) 578-2082

## MEMORANDUM

---

**Date:** February 13, 2015  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
Mike Runge, City Archivist  
**Re:** **2015 City of Deadwood Ledger Indexing Project**

---

The City Archives is requesting permission to enter into a contract with Donald Toms of Lead, South Dakota to 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. The Deadwood Historic Preservation Commission allocated \$8,000.00 to index the City's collection of Lawrence County ledgers. Many of these ledgers are hand written and provide a wealth of information for both historians and genealogists.

### RECOMMENDATION:

On February 10, 2015, the Deadwood Historic Preservation Commission recommended to the City Commission to enter a contract with Donald Toms, independent contractor, to 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 at a cost not to exceed an amount of \$8,000.00. This is a 2015 City Archives budgeted project.

2-17-15  
8A

**NOTICE OF PUBLIC HEARING  
FOR 3 WHEELER MOTORCYCLE RALLY EVENT  
REQUEST STREET CLOSURE**

**NOTICE IS HEREBY GIVEN** that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held February 17, 2015 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. consider the following request:

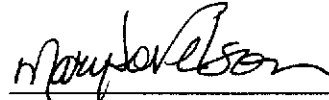
**Street Closure:**

Saturday July 18, 2015: Main Street closure from Four Aces to the Masonic Temple from 6:00 p.m. to 8:00 p.m. or until parade ends.

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 2nd day of February, 2015.

CITY OF DEADWOOD



\_\_\_\_\_  
Mary Jo Nelson, Finance Officer

Please publish: B.H. Pioneer, February 6, 2015

For any public notice that is published one time:

Published once at the total approximate cost of \_\_\_\_\_.

The City of Deadwood Safety Committee has made recommendation for approval for 1st Annual Deadwood 3 wheeler Motorcycle Rally July 16th to 19<sup>th</sup> 2015.

With Recommendation to move dates one week earlier in upcoming years.

Robert Nelson SR

Risk Manager

City of Deadwood

2-17-15  
8B

## NOTICE OF PUBLIC HEARING

### ST. PATRICK'S DAY RELAXATION OF OPEN CONTAINER, WAIVER OF BANNER FEES AND STREET CLOSURE

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held February 17, 2015 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. consider the following requests:

#### Open Container:

Friday March 13, 2015: Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to Sherman Street from 5:00 p.m. to 10:00 p.m.

Saturday March 14, 2015: Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to Sherman Street from 12:00 p.m. to 10:00 p.m.

#### Main Street Closure:

Pub Crawl: Main Street closure from Wall Street to Deadwood Street on Saturday March 14, 2015 from 2:30 p.m. to 6:00 p.m.

Parade: Main Street closure from the Four Aces to Masonic Temple on Saturday, March 14, 2015, from 6:45 p.m. to 8:00 p.m. or until parade ends.

#### Request to Waive Banner Fee:

For Parade on Saturday March 14, 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 20th day of February, 2014.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish BH Pioneer: February 22, 2014

For any public notice that is published one time:

Published once at the total approximate cost of \_\_\_\_\_.



2-17-15  
86

**NOTICE OF PUBLIC HEARING  
FOR DAYS OF 76 – STEER ROPING EVENT  
REQUEST TO WAIVE VENDING, OPEN CONTAINER, TEMPORARY LIQUOR  
LICENSE AND USER 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 February 17, 2015 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. consider the following request:

**Exception to User Fees Ordinance - Rodeo Grounds**

To grant exception to user fees ordinance to waive user fees on public property for Days of 76 Steer Roping Event at Rodeo Grounds on Wednesday August 26 through Wednesday September 2, 2015.

**Exception to Vendor Ordinance**

To grant exception to the vending ordinance, and allow vending on public property for Days of 76 Steer Roping Event at Rodeo Grounds on Friday August 28 through Sunday August 30, 2015.


**Special Full Temporary Liquor License/ Request to Waive Open Container Ordinance**

Steer Roping Event at the Rodeo Grounds on Friday August 28 through Sunday August 30, 2015 from 8:00 a.m. to 5:00 p.m. each day.

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 2nd day of February, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Please publish: B.H. Pioneer, February 5, 2015

For any public notice that is published one time:

Published once at the total approximate cost of \_\_\_\_\_.

2-17-15  
10A

**ORDINANCE NUMBER 1223**

**TO AMEND CHAPTER 2.24.030 OF THE ORDINANCES OF THE CITY OF DEADWOOD, DAKOTA. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, SOUTH DAKOTA,** that Chapter 2.24.030 of the Municipal Code has been amended to read as follows:

**2.24.030** All full-time employees of the city shall be required to establish their domicile within Lawrence County five miles of the city limits of the city, as defined by the map recorded in the office of the register of deeds of Lawrence County recorded pursuant to SDCL 9-4-11. Current city employees living outside the boundaries of Lawrence County shall be required to change their current domicile within one year of the enactment of this ordinance. ~~shall not be required to change their current domicile, but in the event their domicile is changed, the change must conform to this section.~~ New hires and rehires shall have one year from the date their employment commences to be in conformity with this section. The Police Chief and Public Works Director are considered essential to the health and well-being of the City and must be available to respond to any and all situations within thirty (30) minutes. The Police Chief and Public Works Director shall designate employees within their departments who are deemed necessary for the safety and welfare of the city to also be available for work within thirty (30) minutes. Failure to be in compliance with the requirements of this section shall be deemed a violation of such employee's employment agreement and shall be considered good cause for the termination of such employee.

B. For the purposes of this section, "domicile" means that place where a person has his or her true, fixed and permanent home to which whenever he or she is absent he or she has the intention of returning.

C. In recognition that the lifeguards employed by the Rec Center represent a unique situation because of their specialized training and certification, and that Black Hills State University has provided a pool of such qualified persons, undergraduate students who are employed as lifeguards shall not be subject to the provisions of this section.

CITY OF DEADWOOD

\_\_\_\_\_  
Charles Turbiville, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson, Finance Officer

First Reading: February 2, 2015  
Second Reading: February 17, 2015  
Published:  
Adopted:

2-17-15  
1013

**RESOLUTION 2014 -27**

**RESOLUTION TO DESIGNATE CITY OWNED PROPERTY AS SURPLUS**

WHEREAS, the Deadwood City Commission desires to designate certain City owned real property as surplus land and appoint an appraisal committee to determine the value of said real property, pursuant to SDCL Ch. 6-5 et seq.

AND WHEREAS, the public interest will be better served by designating the following described real property as surplus and obtaining a value to the property by an appointed appraisal committee or order to make the real property available to transfer;

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

AND WHEREAS, the land to be designated as surplus encourages the development of said property.

NOW THEREFORE IT IS HEREBY RESOLVED, pursuant to SDCL Ch. 6-5 et seq. the public interest will be better served by the proposed designation of surplus property in order to make it available to transfer.

IT IS FURTHER RESOLVED that pursuant to SDCL 6-5-3, a three-person appraisal committee be appointed to determine the value of the subject property.

Dated this 1st day of December, 2014.

CITY OF DEADWOOD

By: Charles Turbiville  
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson  
Mary Jo Nelson, Finance Officer

Date: February 2<sup>nd</sup>, 2015  
To: Zoning Administrator  
From: Appraisal Members  
Re: Forest Avenue Parcel Appraisal

---

On January 22, 2015, the appraisal members met to discuss the city owned parcel located between Forest Avenue and Selbie Street, Lot 9 Except N. Triangular Part of Lot 9 Blk P. The appraisal board consisted of Mr. Chuck Williams, Ms. Brett Runge, and Mr. Francis Toscana. During this meeting, the board members looked at sales of similar land parcels in Deadwood over the last several years. The maps and information about those sales are attached to this document. Upon review of the sales information and the subject property, the appraisal board recommended a value of \$0.20/square foot. The legal description and size of the parcel was obtained from the Record Of Survey dated February 11, 2014 and prepared by Arleth Land Surveying LLC. The size of the parcel is .262 acres or 11,413 sq. ft +/-.

Recommendation:

Lot 9 Except N. Triangular Part of Lot 9 Blk P, with a size of 11,413 sq. ft, at \$0.20/sq. ft and a total value of \$2,283.

*Brett Runge*

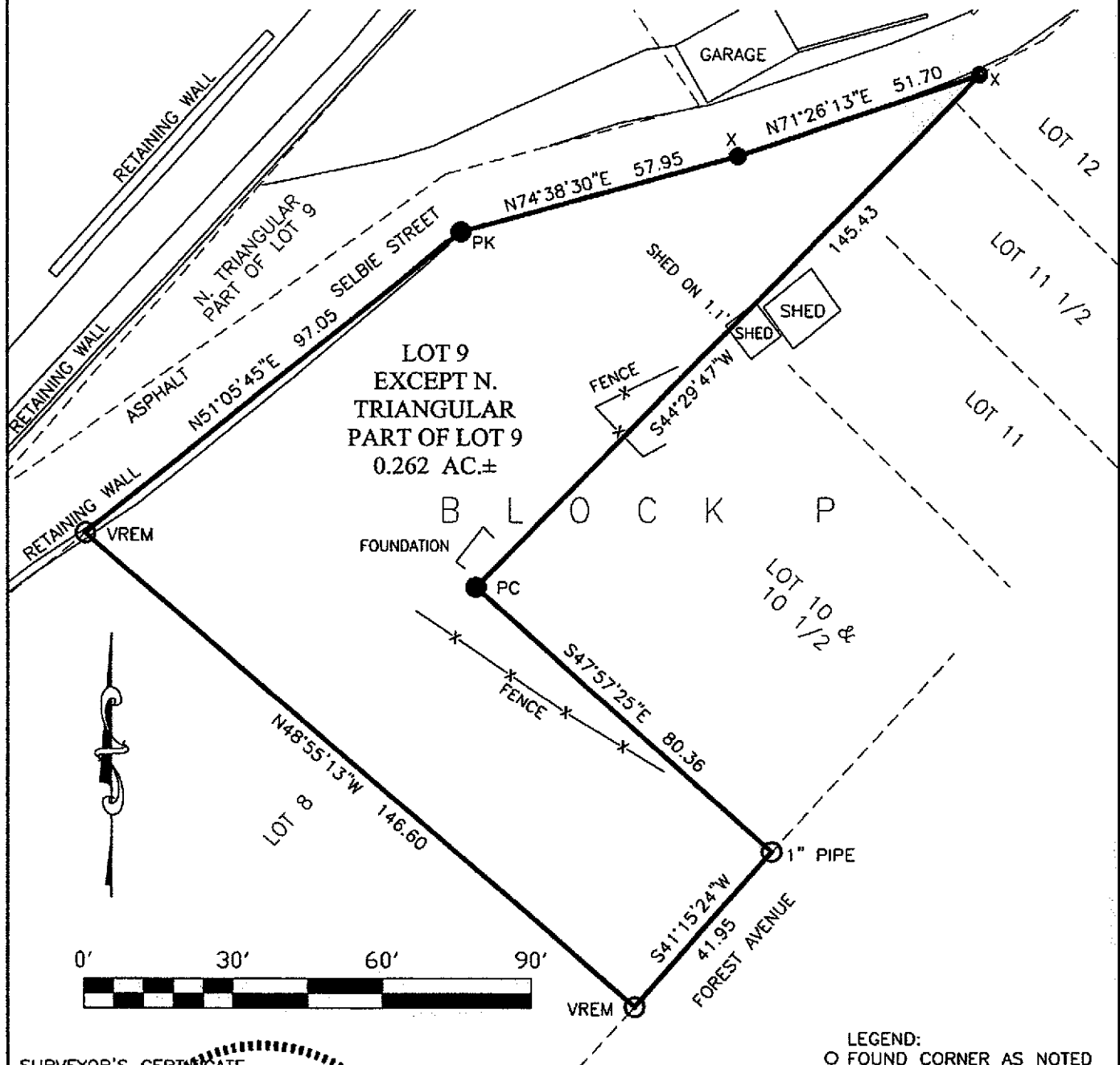
*Chuck Williams*

*Francis Toscana*

Sales of comparable parcels in Deadwood

30900-00081-000-50	33,890 sq. ft	2014 sale	\$16,300	\$.48/sq. ft
30900-00681-000-02	91,912 sq. ft	2013 sale	\$8,500	\$.09/sq. ft
30900-00735-000-09	8,158 sq. ft	2011 sale	\$4,000	\$.49/sq. ft
30075-00001-000-10	2,614 sq. ft	2013 sale	\$386	\$.15/sq. ft

RECORD OF SURVEY  
 LOT 9 EXCEPT N. TRIANGULAR  
 PART OF LOT 9, BLOCK P,  
 CITY OF DEADWOOD, SOUTH DAKOTA



LEGEND:  
 ○ FOUND CORNER AS NOTED  
 ● SET CORNER AS NOTED  
 PC - PIN AND CAP  
 PK - PK NAIL  
 X - X IN WALL

SURVEYOR'S CERTIFICATE

I, JOHN M. ARLETH, R.L.S. 5977, DEADWOOD, SD, DO HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON WAS SURVEYED AND STAKED UNDER MY SUPERVISION AND THAT ALL DIMENSIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 13 DAY OF FEB 2014

JOHN M. ARLETH, R.L.S. 5977

PREPARED BY:



ARLETH LAND  
 SURVEYING, LLC  
 24 CLIFF STREET  
 DEADWOOD, SD 57732  
 605-578-1637

DATE: FEBRUARY 11, 2014  
 REV:  
 SCALE: 1"=30'  
 DRAWN: FD  
 JOB NO: 8936



GOOD STAGE RUN ADDITION

PT MS 694 (IN CITY)

30900-00081-000-50

30900-00735-000-09

30075-00001-000-10

30900-00681-000-02

50684

S/D

FOREST HILLS SYD

STAMBUROSE CEMETARY

MT. MORIAH CEMETARY

DEADWOOD AMUSEMENT PARK TRACT

MS 1890 CW KAUFFMAN STONE (CITY OF DEADWOOD)

MS 1208 COLUMBIA (W OF GREEN)

MS 1208 SANDJUST

TRACT 1 OF MS 1054 (PT)

TRACT B-1A

TRACT B-1B

TRACT B-3

TRACT 1

TRACT 5

TRACT 7

TRACT 12

TRACT 13

TRACT 14

TRACT 15

TRACT 16

TRACT 17

TRACT 18

TRACT 19

TRACT 20

TRACT 21

TRACT 22

TRACT 23

TRACT 24

TRACT 25

TRACT 26

TRACT 27

TRACT 28

TRACT 29

TRACT 30

TRACT 31

TRACT 32

TRACT 33

TRACT 34

TRACT 35

TRACT 36

TRACT 37

TRACT 38

TRACT 39

TRACT 40

TRACT 41

TRACT 42

TRACT 43

TRACT 44

TRACT 45

TRACT 46

TRACT 47

TRACT 48

TRACT 49

TRACT 50

TRACT 51

TRACT 52

TRACT 53

TRACT 54

TRACT 55

TRACT 56

TRACT 57

TRACT 58

TRACT 59

TRACT 60

TRACT 61

TRACT 62

TRACT 63

TRACT 64

TRACT 65

TRACT 66

TRACT 67

TRACT 68

TRACT 69

TRACT 70

TRACT 71

TRACT 72

TRACT 73

TRACT 74

TRACT 75

TRACT 76

TRACT 77

TRACT 78

TRACT 79

TRACT 80

TRACT 81

TRACT 82

TRACT 83

TRACT 84

TRACT 85

TRACT 86

TRACT 87

TRACT 88

TRACT 89

TRACT 90

TRACT 91

TRACT 92

TRACT 93

TRACT 94

TRACT 95

TRACT 96

TRACT 97

TRACT 98

TRACT 99

TRACT 100

TRACT 101

TRACT 102

TRACT 103

TRACT 104

TRACT 105

TRACT 106

TRACT 107

TRACT 108

TRACT 109

TRACT 110

TRACT 111

TRACT 112

TRACT 113

TRACT 114

TRACT 115

TRACT 116

TRACT 117

TRACT 118

TRACT 119

TRACT 120

TRACT 121

TRACT 122

TRACT 123

TRACT 124

TRACT 125

TRACT 126

TRACT 127

TRACT 128

TRACT 129

TRACT 130

TRACT 131

TRACT 132

TRACT 133

TRACT 134

TRACT 135

TRACT 136

TRACT 137

TRACT 138

TRACT 139

TRACT 140

TRACT 141

TRACT 142

TRACT 143

TRACT 144

TRACT 145

TRACT 146

TRACT 147

TRACT 148

TRACT 149

TRACT 150

TRACT 151

TRACT 152

TRACT 153

TRACT 154

TRACT 155

TRACT 156

TRACT 157

TRACT 158

TRACT 159

TRACT 160

TRACT 161

TRACT 162

TRACT 163

TRACT 164

TRACT 165

TRACT 166

TRACT 167

TRACT 168

TRACT 169

TRACT 170

TRACT 171

TRACT 172

TRACT 173

TRACT 174

TRACT 175

TRACT 176

TRACT 177

TRACT 178

TRACT 179

TRACT 180

TRACT 181

TRACT 182

TRACT 183

TRACT 184

TRACT 185

TRACT 186

TRACT 187

TRACT 188

TRACT 189

TRACT 190

TRACT 191

TRACT 192

TRACT 193

TRACT 194

TRACT 195

TRACT 196

TRACT 197

TRACT 198

TRACT 199

TRACT 200

TRACT 201

TRACT 202

TRACT 203

TRACT 204

TRACT 205

TRACT 206

TRACT 207

TRACT 208

TRACT 209

TRACT 210

TRACT 211

TRACT 212

TRACT 213

TRACT 214

TRACT 215

TRACT 216

TRACT 217

TRACT 218

TRACT 219

TRACT 220

TRACT 221

TRACT 222

TRACT 223

TRACT 224

TRACT 225

TRACT 226

TRACT 227

TRACT 228

TRACT 229

TRACT 230

TRACT 231

TRACT 232

TRACT 233

TRACT 234

TRACT 235

TRACT 236

TRACT 237

TRACT 238

TRACT 239

TRACT 240

TRACT 241

TRACT 242

TRACT 243

TRACT 244

TRACT 245

TRACT 246

TRACT 247

TRACT 248

TRACT 249

TRACT 250

TRACT 251

TRACT 252

TRACT 253

TRACT 254

TRACT 255

TRACT 256

TRACT 257

TRACT 258

TRACT 259

TRACT 260

TRACT 261

TRACT 262

TRACT 263

TRACT 264

TRACT 265

TRACT 266

TRACT 267

TRACT 268

TRACT 269

TRACT 270

TRACT 271

TRACT 272

TRACT 273

TRACT 274

TRACT 275

TRACT 276

TRACT 277

TRACT 278

TRACT 279

TRACT 280

TRACT 281

TRACT 282

TRACT 283

TRACT 284

TRACT 285

TRACT 286

TRACT 287

TRACT 288

TRACT 289

TRACT 290

TRACT 291

TRACT 292

TRACT 293

TRACT 294

TRACT 295

TRACT 296

TRACT 297

TRACT 298

TRACT 299

TRACT 300

TRACT 301

TRACT 302

TRACT 303

TRACT 304

TRACT 305

TRACT 306

TRACT 307

TRACT 308

TRACT 309

TRACT 310

TRACT 311

TRACT 312

TRACT 313

TRACT 314

TRACT 315

TRACT 316

TRACT 317

TRACT 318

TRACT 319

TRACT 320

TRACT 321

TRACT 322

TRACT 323

TRACT 324

TRACT 325

TRACT 326

TRACT 327

TRACT 328

TRACT 329

TRACT 330

TRACT 331

TRACT 332

TRACT 333

TRACT 334

TRACT 335

TRACT 336

TRACT 337

TRACT

PT MS 694 (IN CITY)

TRACT B-1A

TRACT B-1B

30900-00081-000-50

30900-00735-  
TRACT C 000-09

LOT 1-A  
30075-00001-000-10  
S. LO

30900-00681-  
000-02

MS 1890 CW KAUFFMAN STONE  
(CITY OF DEADWOOD)

MS 1208 COLUMBIA (W OF CREEK

MS 1208 SAWDUST

CITY OF  
**DEADWOOD**

**PUBLIC WORKS DEPARTMENT**

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

2-17-15  
10C

February 13, 2015

**MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION**

From: Ron Green

Subject: Tree Spraying for Pine Beetle in Mt Moriah and St Ambrose Cemeteries

**SUMMARY**

Once again this year we are asking for money to help preserve the pine trees in our two historical cemeteries in town. Dakota Tree Spraying and Services is willing to provide the same service as last year for the same price. (\$10,668.00)  
See attached quote.

It is my recommendation that we hire Dakota Tree Spraying and Services for \$10,668.00 to spray for the pine trees in Mt Moriah and St. Ambrose cemeteries.  
Money to come from Mt Moriah enterprise fund and HP St. Ambrose fund.



City of Deadwood  
Attn: Ron Green  
62 ½ Dunlap  
Deadwood, SD 57732

February 12, 2015

To whom it may concern:

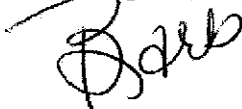
We are quoting for the spraying of trees for the mountain pine beetle, the same as last year:

Mt Moriah \$9000.00 728 trees

St. Ambrose \$1668.00 139 trees

Please contact us if you have any questions. 605-578-1700 or  
[dakotatree@qwestoffice.net](mailto:dakotatree@qwestoffice.net) Thank you!

Best regards,



Lonny & Barb Koster  
Dakota Tree Spraying & Services

## MEMORANDUM

217-15  
10D

**Date:** February 13, 2015  
**To:** Deadwood City Commission  
**From:** Deadwood Historic Preservation Commission  
Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 2015 Outside of Deadwood Grants – Round One - \$125,000

On February 10, 2015, the Deadwood Historic Preservation Commission reviewed the G.R.A.P.E. Committee recommendations for the first round of the 2015 Outside of Deadwood Grants applications. The first round included thirteen (13) Outside of Deadwood Grant applications requesting a total of \$161,670.86.

The following is a table is the full recommendation of the Historic Preservation Commission with the applicant, project, location and amount for eleven (11) grants totaling \$125,000.00 for the first round. The following pages are a brief explanation of each grant which are recommended for approval from the first round of applications.

### 2015 OUTSIDE OF DEADWOOD GRANT RECOMMENDATIONS

Black Hills Mining Museum.....	Archival Development.....	Lead .....	10,000.00
City of Buffalo Gap.....	Community Center rehab.....	Buffalo Gap .....	2,900.00
Messiah Episcopal Church.....	Chief Solomon Iron Nation.....	Lower Brule .....	7,045.00
Dell Rapids Society of Historic Preserv.....	Odd Fellows Complex rehab .....	Dell Rapids .....	22,500.00
Fall River County Historical Society.....	Pioneer Museum rehab.....	Hot Springs .....	4,500.00
Little Spearfish Conservation/HP Assoc.....	Anderson House restoration.....	Lead .....	15,000.00
Newell Museum .....	Bushnell Building restoration.....	Newell.....	10,000.00
City of Lead .....	Hwy 85 & 385 Trestle Sign .....	Lead .....	22,500.00
SDSHS Foundation .....	Archival Development.....	Pierre .....	20,000.00
Trinity United Methodist Church .....	Building Repairs .....	Lead .....	6,555.00
West Lead Cemetery .....	Restoration and Maintenance.....	Lead .....	4,000.00
<b>TOTAL GRANTS ROUND ONE .....</b>			<b>\$125,000.00</b>

---

### Black Hills Mining Museum – Archival Development

The Mining Museum in Lead is seeking an Outside of Deadwood Grant for continued archival development. The Mining Museum will continue archiving documents and artifacts that are in storage as well as the implementation of a quick reference, searchable archive record of all mining equipment, documents, photographs and artifacts on display and in storage. The entry of data and artifact information into Past Perfect museum software began in early February 2014; this project will be ongoing as the archives are very extensive. In addition to the software, the museum continues to go through great strides to insure artifacts, photographs and documents are being properly stored in archive safe materials. The final part of the project is to insure the preservation and protection of the museum's geology collection. The project is related to Deadwood as it preserves this region's rich mining heritage and history of Lead and Deadwood.

**Match \$10,550.00   Grant Request \$10,550.00   Total \$21,100.00**

**Match-to-Grant Ratio 50.00%   Proposed Grant amount = \$10,000.00**

---

### Buffalo Gap Community Center – Restoration

The City of Buffalo Gap is seeking an Outside of Deadwood Grant for ongoing restoration of the Buffalo Gap Area Community Center. The project involves replacing six (6) old windows with new double hung windows. The board of the Community Center is fully committed to making their building more structurally sound and restoring the center to its original historic appearance.

**Match \$2900.00   Grant Request \$2868.00   Total \$5,768.00**

**Match-to-Grant Ratio 49.00%   Proposed Grant amount = \$2,900.00**

---

### Messiah Episcopal Church – Protect & Preserve Chief Solomon Iron Nation's gravesite

The Messiah Episcopal Church is seeking an Outside of Deadwood Grant for assist in erecting a 48 inch high metal fence around the Chief Solomon Iron Nation Historic gravesite and monument. This fence is needed as a means of protecting and preserving the Iron Nation gravesite. Funds requested are also to assist in erecting a 30"x42" historic plaque marker at the gravesite. Iron Nation was a leader of the Lower Brule Sioux. On October 24, 1876, he signed the treaty that removed the Black Hills from the Great Sioux Reservation allowing Deadwood, and the history that followed, possible.

**Match \$7045.00   Grant Request \$7045.00   Total \$14,090.00**

**Match-to-Grant Ratio 50.00%   Proposed Grant amount = \$7,045.00**

---

### Dell Rapids Society for Historic Preservation – Odd Fellows Complex

The Dell Rapids Society for Historic Preservation is seeking an Outside of Deadwood Grant to help in the cost of rehabilitation of the Odd Fellows complex. The Odd Fellows 1910 Orphanage complex is a collection of landmark buildings designed by prominent regional architect Joseph Schwartz consisting of four buildings: the main historic Orphanage, the Annex, the Equipment Building, and the Garage along with the Historic Main Gated entrance and three acres. This portion of the rehabilitation of the complex includes replacing 90 windows, drawing up plans/blueprints and restoring the concrete steps to the main entrance.

**Match \$54,040.00   Grant Request \$25,000.00   Total \$79,040.00**

**Match-to-Grant Ratio 31.00%   Proposed Grant amount = \$22,500.00**



---

### Fall River County Historical Society – Pioneer Museum Rehabilitation

The Fall River County Historical Society in Hot Springs is seeking an Outside of Deadwood Grant for the rehabilitation of the Pioneer Museum to assist in the replacement of gutters and down spouts as well as resolving the drainage issue. The Pioneer Museum is housed in a locally-quarried sandstone building constructed as a school in 1893 and served as a schoolhouse from 1894-1961; the Fall River County Historical Society opened it as a museum in 1962.

**Match**    \$4,450.00    **Grant Request**    \$4,500.00    **Total**    \$8,900.00

**Match-to-Grant Ratio**    50.00%                      **Proposed Grant amount =**            \$4,500.00

---

### Little Spearfish Conservation and Historic Preservation Association – Restoration

The Little Spearfish Conservation and Historic Preservation Association is seeking an Outside of Deadwood Grant to assist in restoring the Anderson Log House located in Lead, SD. Restoration will include replacing the porch attached to the log house, replacing the corrugated tin roof on the hunter's cabin, and completing the historical documentation for this resource. The Anderson Homestead at the headwaters of Little Spearfish Creek was first established as a mining claim in the late 1890s by Charles Anderson, a Swedish immigrant. He arrived in Deadwood on Election Day, November 8, 1892 to the fanfare of South Dakota's first vote for U.S. President as a new state.

**Match**    \$21,000.00    **Grant Request**    \$19,000.00    **Total**    \$40,000.00

**Match-to-Grant Ratio**    47.00%                      **Proposed Grant amount =**            \$15,000.00

---

### Newell Museum – Bushnell Building Restoration

The Newell Museum in partnership with the Town of Newell is requesting an Outside of Deadwood Grant for the fourth and final phase of the Bushnell Building restoration project. The proposed grant will be used to repair, seal and preserve the roof on the historic Bushnell Building. This restoration will include extending the eaves and gutters; the repairs will protect the historic integrity of the building, its contents, control heat loss and retain its aesthetic appearance. The historic Bushnell Building was built by area pioneer Francis Edward Bushnell in 1913. In 1888 Mr. Bushnell was employed with Homestake Mine's newly created logging and lumber industry as master mechanic. In 1913 he moved his family to Newell to continue his chosen trade. Many of Newell's earliest pioneer families were gold miners from Deadwood/Lead and moved to Newell to purchase inexpensive Townsite Lots. They continued to travel to Deadwood to visit relatives and acquaintances or to purchase clothing, merchandise, hardware or entertainment.

**Match**    \$11,880.00    **Grant Request**    \$11,880.00    **Total**    \$23,760.00

**Match-to-Grant Ratio**    50.00%                      **Proposed Grant amount =**            \$10,000.00

---

### City of Lead – Hwy 85/Hwy 385 Trestle Sign

The City of Lead is requesting an Outside of Deadwood Grant to assist in stabilizing the historic overhead trestle sign that displays the names of the cities of Lead and Deadwood and their associated tourist attractions. Work to stabilize the sign will include properly repairing, sealing and reconstructing or reinforcing of the concrete footings upon which rests the six struts supporting the trestle. The sign hangs beneath the steel structure that contained the pipeline that transported the water to Deadwood Slime Plant for processing of the Homestake Gold Mine sand slimes.

**Match**    \$30,000.00    **Grant Request**    \$25,000.00    **Total**    \$55,000.00

**Match-to-Grant Ratio**    45.00%                      **Proposed Grant amount =**            \$22,500.00



---

### South Dakota Historical Society Foundation – Archival Development

The South Dakota State Historical Society is requesting an Outside of Deadwood Grant to assist in the continued efforts to digitize images that are applicable and that document South Dakota's history and people. The State Archives is tasked with collecting, preserving and making accessible the documentary history of the Dakota Territory and the state of South Dakota. Currently over 1,000,000 images are housed in the State Archives. With the State's Digital Archives and through the dates, activities and locations the images capture, researchers worldwide can view the images relevant to the history of Deadwood and West River.

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

**Match-to-Grant Ratio 50.00% Proposed Grant amount = \$20,000.00**

---

### Trinity United Methodist Church - Construction

The Trinity United Methodist Church and the Lord's Cupboard are requesting an Outside of Deadwood Grant to support the efforts to address a serious safety hazard in the steps to the Lord's cupboard and assist in preventing further deterioration to the church's foundation. The steps to the Lord's Cupboard are deteriorating badly and have become a safety hazard. There currently exists a large crack between the church foundation and surrounding parking lot which allows water to accumulate between casing damage. The proposed solution is to build a drainage curing system between the building and parking lot to draw water away from the foundation.

**Match \$6,734.00 Grant Request \$6,734.00 Total \$13,468.00**

**Match-to-Grant Ratio 50.00% Proposed Grant amount = \$6,555.00**

---

### West Lead Cemetery – Restoration and Maintenance

The West Lead Cemetery is requesting an Outside of Deadwood Grant to support efforts in cleaning up the West Lead Cemetery including mowing, weeding trimming and cutting trees. This project also includes restoring 36 monuments by lifting and replacing them on their pedestals and leveling some of the bigger stones. They will repair broken walls, flat monuments and fences as well as vegetation management.

**Match \$4,500.00 Grant Request \$4,500.00 Total \$9,000.00**

**Match-to-Grant Ratio 50.00% Proposed Grant amount = \$4,000.00**

<b>Total amount of 2015 Outside of Deadwood Grant awards in Round 1:</b>	<b>\$125,000.00</b>
--	---------------------

**The following applications will be moved to Round Two in June for consideration again:**

**City of Hot Springs – Hot Springs History Tour:** The City of Hot Springs is seeking an Outside of Deadwood Grant for the creation and installation of a mobile –friendly website where individuals could walk through town to specific historical locations, access the website, click on corresponding historical site's number as indicated by physical sidewalk/trail marker and then be exposed to historical photographs of the exact same location along with an interpretive summary on the site. Not unlike Deadwood, Hot Springs possesses an amazing historical story. From Sandstone architecture to warm mineral waters, Hot Springs has a longstanding narrative that has been obfuscated by the realities of the 21<sup>st</sup> century.

**Match \$7,744.00 Grant Request \$7,730.00 Total \$15,474.00 Match-to-Grant Ratio 49.00%**

**Lead Country Club – Resolve Drainage issues:** The Lead Country Club in Lead is seeking an Outside of Deadwood Grant to assist in removing the top 6 inches of toxic topsoil and affected greens to address certain drainage issues related to the 90 year old greens, rebuild with sand and replant or resold in the spring. This course has been a part of the Lead-Deadwood Community since 1922.

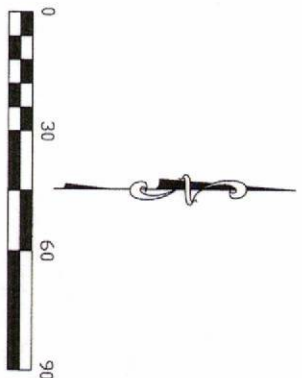
**Match \$11,863.86 Grant Request \$11,863.86 Total \$23,727.72 Match-to-Grant Ratio 50.00%**

2-17-15  
10E

@ 4,000 Square Feet

PLAT OF LOT 23A AND 23B OF PECK'S GARDEN SUBDIVISION,  
FORMERLY LOT 23, THE NORTHERLY HALF OF VACATED McDONALD STREET  
AND A PORTION OF McDONALD STREET;  
BEING A PORTION OF PROBATE LOTS 138 AND 327,  
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

OWNERS/DEVELOPERS:  
THOMAS D. GRIFFITH AND  
NYLA D. GRIFFITH, TRUSTEES  
GRIFFITH LIVING TRUST  
PO BOX 10  
DEADWOOD, SD. 57732.  
1-605-920-0626  
CITY OF DEADWOOD  
108 SHERMAN ST.  
DEADWOOD, SD 57732



LEGEND:

- SET REBAR AND CAP STAMPED ARLETH & ASSOC. LS 3977
- FOUND MONUMENT AS NOTED

NOTES:

1. TOTAL AREA PLATTED THIS PLAT: 0.352 ACRES±.
2. TOTAL AREA R-O-W THIS PLAT: 0.352 ACRES±.
3. McDONALD STREET VACATED BY CITY RESOLUTION 1987-13 AND RECORDED AS DOCUMENT #89-344.
4. DRAINAGE AND UTILITY EASEMENTS HEREBY GRANTED ALONG BOTH SIDES OF ALL LOT LINES.
5. BASIS OF BEARING IS DEADWOOD COORDINATE SYSTEM.

LINE	BEARING	DISTANCE
L1	S57°20'25"W	38.05'
L2	S29°56'32"W	15.00'



Doc #2015-384 Page 1 of 2

PREPARED BY: ARLETH LAND SURVEYING LLC	24 CLIFF STREET DEADWOOD, SD 57732 605-578-1697	DATE: AUGUST 25, 2014 REV: SCALE: 1" = 30'	APPROVED: JMA DRAWN: JMA DWG: 9080.dwg
---	---	---	--



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

### QUIT CLAIM DEED

**City of Deadwood**, a South Dakota municipality and political subdivision of the State, Grantor, which address is 108 Sherman Street, Deadwood, South Dakota 57732, for and in consideration of One Dollar (\$1) and other good and valuable consideration, conveys and quitclaims to the **Deadwood-Lead Economic Development Corporation**, Grantee, a South Dakota non-profit business corporation, of 767 Main Street, Deadwood, South Dakota 57732, all of its right, title and interest in and to the following-described real estate in the County of Lawrence, State of South Dakota:

Lot 23A 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

**Exempt from transfer fee pursuant to SDCL 43-4-22(2, 18).**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF DEADWOOD:

By: \_\_\_\_\_  
Charles Turbiville Mayor, Grantor

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson  
Finance Officer

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

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

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:



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

State of South Dakota, County of Lawrence

COURTHOUSE USE ONLY

Book \_\_\_\_\_ Page \_\_\_\_\_

Ratio Card No. \_\_\_\_\_

Seller(s): City of Deadwood  
Name

(605) 722-5900

Phone Number

Mailing  
Address 102 Sherman Street  
Street/Box NumberDeadwood  
CitySD 57732  
State/Zip CodeBuyer(s): Deadwood-Lead Economic Development Corporation  
Name605-722-1657  
Phone NumberCurrent  
Mailing 767 Main Street  
Address Street/Box NumberDeadwood  
CitySD 57732  
State/Zip Code**NEW**  
Mailing \_\_\_\_\_  
Address \_\_\_\_\_ Street/Box Number\_\_\_\_\_  
City\_\_\_\_\_  
State/Zip Code**OWNER OCCUPIED – THIS BOX TO BE COMPLETED BY BUYER ONLY**

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

Property is currently classified as owner-occupied YES ☐ NO ☐  
Property will be occupied by buyer on \_\_\_\_\_ (date) YES ☐ NO ☐  
Property will be principal residence of buyer on the above stated date YES ☐ NO ☐  
Do you own any other residential property in the United States? YES ☐ NO ☐ If yes, state location \_\_\_\_\_

Signature (BUYER ONLY) \_\_\_\_\_

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

Lot 23A 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

(1) Date of Instrument \_\_\_\_\_

**(2) Type of Instrument:**

Contract for Deed ☐ Warranty Deed ☐ Executor's Deed ☐ Mineral Deed ☐  
Quit Claim Deed ☒ Trustee's Deed ☐ Administrator's Deed ☐ Gift ☐  
Other (specify) \_\_\_\_\_

**(3) Items Involved in Transaction**

(a) Was this property offered for sale to the general public YES ☐ NO ☒ (d) Actual Consideration Exchanged: \$-0-  
(b) Relationship between buyer and seller? YES ☐ NO ☒ (e) Adjusted price paid for real estate: \$-0-  
(c) Was this property sold by owner ☒ agent ☐ (actual consideration less amount paid for major items of personal property which are listed below)

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

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

<b>(a) Type of Buyer Financing – check where applicable</b> Conventional Bank Loan <input type="checkbox"/> Like Kind Exchange <input type="checkbox"/> Cash Sale <input type="checkbox"/> Assumed Mortgage <input type="checkbox"/> FHA, FmHA, SDHA Loan <input type="checkbox"/> Farm Credit Service <input type="checkbox"/> Contract for Deed <input type="checkbox"/> [must complete part (b)] Other <input type="checkbox"/>	<b>(b) Contract for Deed</b> YES <input type="checkbox"/> NO <input type="checkbox"/> (If yes, <b>MUST</b> complete items below) Down Payment \$ _____ Monthly/Yearly Payment \$ _____ Interest Rate _____ % No. of Payments _____ Balloon Payment \$ _____
---	--

Signature of seller, Buyer, or agent of \_\_\_\_\_

Date \_\_\_\_\_

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

### **QUIT CLAIM DEED**

**City of Deadwood**, a South Dakota municipality and political subdivision of the State, Grantor, which address is 108 Sherman Street, Deadwood, South Dakota 57732, for and in consideration of One Dollar (\$1) and other good and valuable consideration, conveys and quitclaims to the **Deadwood-Lead Economic Development Corporation**, Grantee, a South Dakota non-profit business corporation, of 767 Main Street, Deadwood, South Dakota 57732, all of its right, title and interest in and to the following-described real estate in the County of Lawrence, State of South Dakota:

Lot 23B 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

**Exempt from transfer fee pursuant to SDCL 43-4-22(2, 18).**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF DEADWOOD:

By: \_\_\_\_\_  
Charles Turbiville Mayor, Grantor

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson  
Finance Officer

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

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

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

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

State of South Dakota, County of Lawrence

COURTHOUSE USE ONLY

Book \_\_\_\_\_ Page \_\_\_\_\_

Ratio Card No. \_\_\_\_\_

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

Phone Number

Mailing  
Address 102 Sherman Street  
Street/Box NumberDeadwood  
CitySD 57732  
State/Zip CodeBuyer(s): Deadwood-Lead Economic Development Corporation  
Name605-722-1657

Phone Number

Current  
Mailing 767 Main Street  
Address Street/Box NumberDeadwood  
CitySD 57732  
State/Zip Code**NEW**  
Mailing \_\_\_\_\_  
Address \_\_\_\_\_ Street/Box Number\_\_\_\_\_  
City\_\_\_\_\_  
State/Zip Code**OWNER OCCUPIED – THIS BOX TO BE COMPLETED BY BUYER ONLY**

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

Property is currently classified as owner-occupied

YES ☐ NO ☐

Property will be occupied by buyer on \_\_\_\_\_ (date)

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐ If yes, state location \_\_\_\_\_

Signature (BUYER ONLY) \_\_\_\_\_

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

Lot 23A 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

(1) Date of Instrument \_\_\_\_\_

(2) Type of Instrument:

Contract for Deed ☐  
Quit Claim Deed ☒  
Other (specify) \_\_\_\_\_Warranty Deed ☐  
Trustee's Deed ☐Executor's Deed ☐  
Administrator's Deed ☐ Mineral Deed ☐  
Gift ☐

(3) Items Involved in Transaction

(a) Was this property offered for sale to the general public

YES ☐ NO ☒

(b) Relationship between buyer and seller?

YES ☐ NO ☒(c) Was this property sold by owner ☒ agent ☐

(d) Actual Consideration Exchanged: \$-0-

(e) Adjusted price paid for real estate: \$-0-

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

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

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

(a) Type of Buyer Financing – check where applicable

Conventional Bank Loan ☐ Like Kind Exchange ☐  
Cash Sale ☐ Assumed Mortgage ☐  
FHA, FmHA, SDHA Loan ☐ Farm Credit Service ☐  
Contract for Deed ☐ [must complete part (b)]  
Other ☐(b) Contract for Deed YES ☐ NO ☐ (If yes, MUST complete items below)Down Payment \$ \_\_\_\_\_  
Monthly/Yearly Payment \$ \_\_\_\_\_ Interest Rate \_\_\_\_\_ %  
No. of Payments \_\_\_\_\_ Balloon Payment \$ \_\_\_\_\_

Signature of seller, Buyer, or agent of \_\_\_\_\_

Date \_\_\_\_\_