

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

5:00 p.m. Tuesday, January 20, 2015

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

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

- A. Days of 76 Committee
- B. Deadwood Chamber-request free trolley periodically throughout summer months for Deadwood Deal promotion
- C. Approve Horse and Carriage Permit for Faith Goehring, pending proof of insurance naming city as additional insured for driver and Ms. Goehring

6. **CONSENT AGENDA**

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

- A. Permission to sign amended Intergovernmental Contract between City of Deadwood and South Dakota Public Assurance Alliance to delete references to Hagan Benefits as administrator
- B. Permission to purchase set of window curtains for Trolley 151 from Molly Corp. at a cost of \$2,700.00.
- C. Permission to pay South Dakota Department of Public Safety for first half of annual cost of teletype service in Police Department. Total annual cost \$4,680.00. (budgeted)
- D. Designate Black Hills Pioneer as official newspaper per SDCL 9-12-6
- E. Approve the following official depositories for the City of Deadwood: Pioneer Bank and Trust, Spearfish SD; Great Western Bank Spearfish SD; Wells Fargo Bank Deadwood SD; First National Bank Lead, SD; First Interstate Bank Deadwood, SD; BankWest, Pierre, SD per SDCL 9-22-6
- F. Acknowledge purchase of 5501 gallons of blended fuel from Southside at cost of \$2.05 per gallon. Total expenditure is \$11,277.05.
- G. Permission to renew GIS license and pay ESRI \$12,000.00 with costs to be shared among various departments
- H. Permission to purchase line locator from Ferguson Waterworks in the amount of \$4195.66 from Water Dept budget. Item was budgeted.

- I. Permission for Mayor to sign agreement with Tallgrass Landscape Architecture LLC for Deadwood entrance sign landscaping plan approved on January 5, 2015.
- J. Permission for Finance Office to pay Grant Thornton \$4,000.00 for final arbitrage calculation on 2009 bond series, to be paid from Historic Preservation professional service.
- K. Review department head committees
- L. Permission to purchase sound system from AthleticSound for baseball field from Historic Preservation Capital Assets line item
- M. Approve purchase of five tasers at cost of \$6,521.70 for Police Department (budgeted)

7. BID ITEMS

- A. Approve advertising for Restroom and Concession project at the Days of '76 Rodeo grounds and set bid opening at 2:00 p.m. on February 17, 2015 with results to City Commission at regularly scheduled meeting

8. PUBLIC HEARINGS

- A. Hold public hearing to waive vendor fees, allow open container and special temporary liquor license and use of Rodeo Grounds for Days of '76 Steer Roping Event on June 19 and 20, 2015.
- B. Hold public hearing to waive vendor fees and allow open container and special temporary liquor license and use of Rodeo Grounds for Days of '76 Steer Roping Event on September 5, 2015.
- C. Hold public hearing to allow open container for Iron Horse Event on August 8, 2015.

9. OLD BUSINESS

10. NEW BUSINESS

- A. Approve Mayor's signature on letter authorizing up to \$125,000 for 50% city match if BLM Wildfire/Firewise grant is awarded.
- B. First reading of Supplemental Budget Appropriation #1 in the amount of \$267,000.00 for BID 7 expenditures approved on January 5, 2015.
- C. Renew contract with Albertson Engineering for retaining wall design in an amount not to exceed \$45,000.00.
- D. Approve Change order #1 with Mac Construction for rec center window project in the amount of \$5,316.00, bringing total contract amount to \$147,066.00.
- E. Approve following budgeted payments from Bed and Booze fund for 2015: \$20,000.00 to Dakota State University for Summer 2015 CETUP, \$48,000.00 to Deadwood-Lead Economic Development, \$2,000.00 to Northern Hills Alliance for Children and \$4,000.00 to Northern Hills Area CASA (budgeted)
- F. Approve Resolution 2015-02 to Establish Cash Designations as of December 31, 2014
- G. Approve Resolution 2015-03 to Approve Cash Transfers Between Funds
- H. Approve correction and first reading on Ordinance 1205 Amending Chapter 17.04 entitled permits. Code of Ordinances, Chapter 15.06.060 should state 15.01.060.

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

No action can be taken

- A. Legislative Cracker Barrel scheduled at 9:00 a.m. on February 21 at
Deadwood City Hall

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 5, 2015

The Regular Session of the Deadwood City Commission convened on January 5, 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 December 15 and 29, 2014. Roll Call: Aye-All. Motion carried.

DECEMBER, 2014 PAYROLL: COMMISSION, 2,730.76; FINANCE, \$15,244.79; PUBLIC BUILDINGS, \$4,689.48; POLICE, \$44,879.73; FIRE, \$4,564.32; BUILDING INSPECTION, \$3,660.53; STREETS, \$25,262.10; PARKS, \$15,413.27; PLANNING & ZONING, \$4,391.66; LIBRARY, \$5,909.55; RECREATION CENTER, \$12,020.03; HISTORIC PRESERVATION, \$15,786.65; WATER, \$13,482.63; PARKING METER, \$8,568.08; TROLLEY, \$14,245.17; PARKING RAMP, \$5,054.08; RUBBLE SITE, \$1,370.00. **PAYROLL TOTAL: \$197,272.83**

DECEMBER, 2014 PAYROLL PAYMENTS:

Internal Revenue Service, \$47,719.55; S.D. Retirement System, \$21,601.72; Delta Dental, \$3,802.08

APPROVAL OF DISBURSEMENTS

Silvernail moved, Van Den Eykel seconded to approve the January 5, 2015 disbursements. Roll Call: Aye-All. Motion carried.

| | | |
|--------------------------|---------------|-----------|
| A & B BUSINESS | MAINTENANCE | 270.50 |
| A & B WELDING | CYLINDER | 9.60 |
| ABC BUSINESS | SUPPLIES | 125.43 |
| ADAMS MUSEUM | EDUCATION | 2,571.88 |
| ADVANCED ENGINEERING | PROJECT | 2,396.20 |
| ALL AROUND AUTO | SUPPLIES | 712.98 |
| ALLEN, MEL | MEETINGS | 200.00 |
| ALSCO | MATS | 71.57 |
| ARGUS LEADER | SUBSCRIPTION | 326.32 |
| ARLETH LAND | SURVEYING | 470.00 |
| B&H ASPHALT PAVING | PROJECT | 2,807.71 |
| BARCO PRODUCTS | SUPPLIES | 649.56 |
| BERG, DALE | MEETINGS | 75.00 |
| BH CHEMICAL | SUPPLIES | 365.20 |
| BH MINING MUSEUM | GRANT | 7,500.00 |
| BH POWER | SERVICE | 26,339.09 |
| BH SPECIAL SERVICES | CLEANING | 1,173.00 |
| BLAIR, THOMAS | MEETINGS | 300.00 |
| BUTLER MACHINERY | CUTTER | 189.45 |
| CAI CONSTRUCTION | PROJECT | 28,228.55 |
| CENTURY BUSINESS | CONTRACT | 272.54 |
| CENTURY LINK | SERVICE | 253.50 |
| CHAMBERLIN ARCHITECTS | PROJECT | 2,220.00 |
| COCA COLA | SUPPLIES | 96.00 |
| COMPANION LIFE | INSURANCE | 229.17 |
| CULLIGAN | SUPPLIES | 85.50 |
| DAKOTA BUSINESS | MAINTENANCE | 151.47 |
| DAKOTACARE | INSURANCE | 44,488.73 |
| DAVE STAFFORD | REPAIRS | 20,789.54 |
| DEADWOOD ELECTRIC | REPAIR | 805.91 |
| DEADWOOD FIRE DEPARTMENT | REIMBURSEMENT | 100.00 |
| DEMCO | SUPPLIES | 492.12 |
| DEROSIER, DARIN | MEETINGS | 100.00 |
| EDDIE'S TRUCK | SERVICE | 332.60 |
| EMERY-PRATT | ALMANAC | 13.99 |
| FAMILY DOLLAR | SUPPLIES | 10.50 |
| FARMER BROTHERS | SUPPLIES | 47.40 |
| FARRIER, MARIE | MEETINGS | 200.00 |
| FASTENAL COMPANY | HANDROLL | 10.47 |
| FEDERAL EXPRESS | SHIPPING | 46.43 |
| FIREHOUSE SOFTWARE | RENEWAL | 675.00 |
| FIRST BAPTIST CHURCH | LEASE | 3,600.00 |
| FLOYD, DUSTIN | PROJECT | 1,400.00 |
| FLOYD, LAURA | MEETINGS | 275.00 |
| FULLER, KELLY | REIMBURSEMENT | 409.96 |
| GAYLORD BROS. | CASE | 860.34 |
| GLOBAL CAULKING | PROJECT | 6,948.00 |
| GOLDEN WEST | SERVICE | 975.76 |
| GREEN, SHEREE | MEETINGS | 175.00 |
| HAWKI, KEN | REIMBURSEMENT | 215.00 |
| HEIMAN FIRE | SUPPLIES | 1,179.15 |
| HOLLINGER METAL | SUPPLIES | 528.30 |
| HOMESTAKE OPERA HOUSE | GRANT | 10,098.49 |
| IMAGE UP CREATIVE | PROJECT | 100.00 |
| JACOBS WELDING | TUBING | 22.11 |
| JOHNSON, MICHAEL | MEETINGS | 300.00 |
| JULIN, SUZANNE | PROJECT | 2,890.08 |
| KONE | SERVICE | 258.40 |
| KT CONNECTIONS | REPAIR | 47.50 |

REGULAR MEETING, January 5, 2015

| | | |
|---------------------------|---------------|--------------|
| LAWRENCE CO. REGISTER | EASEMENTS | 210.00 |
| LAWRENCE TITLE | FEES | 120.00 |
| LAWSON PRODUCTS | SUPPLIES | 100.42 |
| M & T FIRE | SUPPLIES | 9,210.26 |
| MACROVISION | PROJECT | 1,800.00 |
| MENARD'S | SUPPLIES | 135.68 |
| MICHAEL TODD | SUPPLIES | 827.89 |
| MIDWEST ART CONSERVATION | MEMBERSHIP | 50.00 |
| MIDWEST TAPE | DVD'S | 69.97 |
| MITZI'S BOOKS | BOOKS | 45.57 |
| MDU | SERVICE | 12,720.77 |
| MS MAIL | PRINTING | 1,299.38 |
| NAMMINGA, LYNN | MEETINGS | 275.00 |
| NATIONAL TRUST | MEMBERSHIP | 250.00 |
| NETWORK SERVICES | SUPPLIES | 732.78 |
| NEVE'S | UNIFORMS | 498.68 |
| NORTHWEST PIPE FITTINGS | COUPLER | 80.62 |
| OSBORN, JANET | REIMBURSEMENT | 66.66 |
| OTIS ELEVATOR | LEASE | 120.81 |
| PASSPORT PARKING | METERS | 62.00 |
| PASTPERFECT | RENEWAL | 432.00 |
| PEPPMEIER, JANICE | REIMBURSEMENT | 535.75 |
| PERFORMANCE AUTOMATICS | REPAIR | 877.96 |
| PETTY CASH | FINANCE | 130.79 |
| PIONEER PRODUCTS | SUPPLIES | 298.92 |
| PITNEY BOWES | LEASE | 237.93 |
| PITNEY BOWES | POSTAGE | 500.00 |
| PRESERVATION ACTION | MEMBERSHIP | 100.00 |
| QUILL CORPORATION | SUPPLIES | 144.20 |
| RAPID DELIVERY | FEE | 11.40 |
| RUNGE, MIKE | REIMBURSEMENT | 60.00 |
| SECO CONSTRUCTION | PROJECT | 33,893.50 |
| SERVALL | SUPPLIES | 105.27 |
| SHEDD, JIM | MEETINGS | 225.00 |
| SPEIRS, MARK | MEETINGS | 200.00 |
| SUMMIT SIGNS | SIGN | 185.60 |
| TDG | DISPLAY | 225.00 |
| TEMPERATURE TECHNOLOGY | MAINTENANCE | 4,950.00 |
| TOEWS, LYMAN | MEETINGS | 275.00 |
| TRIPLE K | REPAIR | 1,225.26 |
| TSP | SERVICE | 3,027.85 |
| TURBIVILLE, CHARLES | REIMBURSEMENT | 182.04 |
| TWIN CITY HARDWARE | SUPPLIES | 2,763.54 |
| ULTRAMAX | AMMUNITION | 1,380.00 |
| UNIVERSITY OF NORTH TEXAS | SERVICES | 3,000.00 |
| VERIZON WIRELESS | SERVICE | 40.01 |
| WEIGH RITE TECHNOLOGY | CHAINS | 1,040.19 |
| WILLIAMS, CHUCK | MEETINGS | 250.00 |
| WOW | SERVICE | 1,242.15 |
| TOTAL | | \$262,701.85 |

CONSENT

Todd moved, Van Den Eykel seconded to approve the following consent items with exception of Umenthum hire, which was moved to new business by Commissioner Silvermail. Roll Call: Aye-All. Motion carried.

- A. Permission for mayor to sign contract with Berendse and Sons for Library window replacement. Bids accepted on December 15, 2014.
- B. Accept resignation of Historic Preservation intern Kajal Urwan effective December 16, 2014.
- C. Accept resignation of Rec Center receptionist Elizabeth Belmontes effective December 2, 2014.
- D. Set 2015 Election Day on April 14, 2015 for two (2) three-year terms for Commission.
- E. Permission for Mayor to sign 2015 Combined Voting Agreement between Lead-Deadwood School District, City of Central City, City of Deadwood, City of Lead, City of Whitewood, Lead-Deadwood Sanitary District and Lead Fire Protection District.
- F. Set public hearing on January 20 to waive vendor fees, open container, special temporary liquor license and use of Rodeo Grounds for Days of '76 Steer Roping Event on June 19 and 20, 2015.
- G. Set public hearing on January 20 to waive vendor fees, open container, special temporary liquor license and use of Rodeo Grounds for Days of '76 Steer Roping Event on September 5, 2015.
- H. Set public hearing on January 20 for open container and use of Rodeo Grounds for Iron Horse Event on August 8, 2015.

REGULAR MEETING, January 5, 2015

I. Approve Wage Resolution #2015-01.

CITY OF DEADWOOD EMPLOYEE WAGES FOR THE YEAR 2015

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood hereby approves the following wages for City of Deadwood employees for the year 2015: Kenneth Allen, \$18.58 per hour; Linda Allen, \$10.73 per hour; Phillip Arellano, \$9.50 per hour; Ken Batka, \$19.15 per hour; Sonya Bertalot, \$16.96 and \$12.66 per hour; Brooke Bialas, \$8.75 per hour; William Binder, \$17.82 per hour; Anthony Bradley, \$23.58 per hour; Daniel Bridenstine, \$19.91 per hour; Richard Brooks, \$12.38 per hour; Cody Brotsky, \$10.56 per hour; William Burleson, \$23.33 per hour; Karla Cameron, \$10.73 per hour; Kasey Campbell, \$17.28 per hour (as of 1/6/15 after one year of service Kasey Campbell goes to \$18.24 per hour, which is 95% of prevailing wage); Brian Carmichael, \$8.97 per hour (as of 1/9/15 after one year of service Brian Carmichael goes to \$9.50 per hour per part-time wage scale); Deam Carollo, \$11.60 per hour; Marie Carr, \$9.49 per hour; Jeanette Chaney-Moodie, \$47,948.68 per year; Randi Coddington, \$12.38 & \$14.38 per hour; Norma Cooper, \$8.97 per hour; Henry Cordes, \$12.38 per hour; Debra Dauer, \$12.38 per hour; Nathaniel DeMarcus, \$8.50 per hour; Dian DeRosier, \$9.63 per hour; Pwey Doh, \$8.50 per hour; Karla Dower, \$10.20 per hour; Christine Elliott, \$10.73 per hour; Kenneth Elliott, \$10.73 per hour; Richard Elliott, \$12.38 per hour; Jeanne Emmert, \$11.33 per hour; Caitlyn Jo Engebretson, \$16.93 per hour; Rodney Fischer, \$11.60 per hour; Bonny Fitch, \$16.03 per hour; Karol Flueckinger, \$8.97 per hour; Kelly Fuller, \$73,524.62 per year; Courtney Gould, \$8.50 per hour; Ron Green, \$70,041.40 per year; Alex Hamann, \$22.33 per hour; Terry Hansen, \$12.38 per hour; Matt Hardin, \$11.60 per hour; Carol Hauck, \$16.79 per hour; Kenneth Hawki, \$25.87 per hour; Mark Heltzel, \$19.15 per hour; Steven Hogan, \$12.38 per hour; Michael Holbert, \$12.38 per hour; Roanne Hudson, \$10.73 per hour; Barbara Hughes, \$12.38 per hour; Arlys Janke, \$10.73 per hour; Michael Kitzmiller, \$12.38 per hour; Linda Kottke, \$12.38 per hour; Tom Kruzel, \$17.56 per hour (as of 1/7/15 after one year of service Tom Kruzel goes to \$18.53 per hour, which is 95% of prevailing wage); Donald Kryger, \$23.22 per hour; Kevin Kuchenbecker, \$69,378.66 per year; Andrew Larive \$21.44 per hour; Frank Lawton, \$12.38 per hour; James Lee, \$20.09 per hour; Robert Lester, \$23.11 per hour; Tavis Little, \$19.15 per hour; Justin Lux, \$21.55 per hour; Alexandra Madsen, \$8.97 per hour; John Marshall, \$21.70 per hour; James Mattson, \$12.24 per hour; Kip Mau, \$22.23 per hour; Tera Mau, \$10.73 per hour; Braxton McKeon, \$19.15; Kenneth Mertens, \$24.28 per hour; Douglas Miller, \$12.38 per hour; Trent Mohr, \$20.55 per hour; Ronda Morrison, \$23.44 per hour; Casey Nelson, \$17.90 and \$12.14 per hour; Greg Nelson, \$19.15 per hour; Mary Jo Nelson, \$76,458.46 per year; Robert Nelson Sr., \$58,654.96 per year; Robert Nelson, Jr., \$60,642.66 per year; Ericka Neumann, \$8.50 per hour; Michael Olsen, \$10.16 per hour; James Olson, \$21.76 per hour; David Osborn, \$12.38 per hour; Janet Osborn, \$9.50 per hour (as of 1/11/15 after four years of service Janet Osborn goes to \$10.20 per hour per part-time wage scale); Janice Peppmeier, \$18.13 per hour; Randy Pfarr, \$20.27 per hour; Edward Pierce, \$10.73 per hour; Lynette Quaschnick, \$8.75 per hour; Charles Quenzer, \$21.65 per hour; Jerold Rachetto, \$18.43 per hour; Robert Radensleben, \$20.00 per hour; Arthur Reato, \$12.38 per hour; Kenneth Rehberg, \$12.38 per hour and \$14.38 per hour; Scott Reif, \$17.99 per hour; Donovan Renner, \$23.44 per hour; Michael Runge, \$20.21 per hour; David Ruth, \$6,500.00 per year; Lance Sandidge, \$9.50 per hour; Dean Schallenkamp, \$17.99 per hour; Georgeann Silvernail, \$6,500.00 per year; Toni Schavone, \$8.50 per hour; David Semingson, \$9.50 per hour; Kathryn Shattuck, \$8.50 per hour; Lili Sjomeling, \$8.75 per hour; Sarah Solano, \$18.23 per hour; Sally Sprigler, \$11.60 per hour; Susan Stalder, \$8.97 per hour; James Sternhagen, \$12.38 per hour and \$14.38 per hour; Kathryn Storhaug, \$16.96 per hour; David Swaney, \$10.03 per hour; Matthew Symonds, \$19.16 per hour; Gary Todd, \$6,500.00 per year; Richard Tisdall, \$10.20 per hour; Teresa Tomford, \$15.99 per hour; Denise Trehwella, \$10.20 per hour; Misty Trehwella, \$18.29 per hour; John Tridle, \$23.01 per hour; Charles Turbiville, \$9,500.00 per year; Keith Umenthum, \$23.95 per hour; Jim Van Den Eykel, \$6,500.00 per year; Gregory Vecchi, \$19.15 per hour; Ritchey Walk, \$21.28 per hour; Thomas Wolf, \$9.63 per hour; Charles Wuitschick, \$12.38 per hour; David Zurey, \$8.50 per hour.

Dated this 5th day of January, 2015

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

REGULAR MEETING, January 5, 2015

- J. Permission for Mayor to sign Oakridge Cemetery Certificate of purchase and Warranty Deed for Bobbie Isaak.
- K. Permission for Mayor to sign work order for consultant services in concurrence with South Dakota Department of Transportation for construction administration in conjunction with Gateway Parking project.
- L. Approve Resolution 2015-04 Extending Workers Compensation to Specific Individuals.

A RESOLUTION EXTENDING WORKERS' COMPENSATION COVERAGE TO SPECIFIC INDIVIDUALS FOR THE YEAR 2015

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood extend the South Dakota Municipal League Workers' Compensation benefit for coverage on the following individuals who are not automatically covered because they are appointed or elected to their positions:

City Commission: Charles M. Turbiville, David Ruth Jr., Georgeann Silvernail, Gary Todd, and Jim Van Den Eykel;

Historic Preservation Commission: Dale Berg, Tom Blair, Laura Floyd, Mike Johnson, Lynn Namminga, Lyman Toews, and Chuck Williams;

Historic Preservation Volunteers: Judy Farris and Susan Zepkin;

Library Board: Dawn Burns, Ashley Durham, Linda Fredrick, Charlene Miller, and Donna Watson;

Parks & Recreation Board: Shirley Black, Tom Blair, Henry Cordes, and Brad Steinlicht;

Planning & Zoning Commission: Mel Allen, Marie Farrier, Sheree Green, Jim Shedd and Mark Speirs;

Police Department Reserve Officers: Kenneth Batka, Deam Carollo, Sonya Bertalot, Matt Hardin, Mark Heltzel, Tavis Little, Casey Nelson, Greg Nelson, Sally Sprigler, and Matthew Symonds;

Deadwood Volunteer Fire Department: Randy Addington, Ken Allen, Phil Arellano, Anthony Biesoit, John Bigney, Shelley Corbitt, Pat Eastman, Verne Edstrom, Sandy Glover, Bill Glover, Gary Gould, Larry Groll, Alex Hamann, Lee Harstad, Ken Hawki, Mathew Helmin, Francis Iverson, Mike Klammm, Jeff Millard, Trent Mohr, Robert Nelson Sr., Jerry Pontius, Courtne Rakow, Jason Rakow, Rylan Rakow, Mike Runge, Richard Stanger, Allen Sternhagen, Paul Thomson, Kathy Toscana, Ben Weiss, Keith Wellard, Anne Wieringa, and Lei'Ani Wieringa.

The Finance Office will be notified of any personnel changes to the above-mentioned committees and commissioners.

Dated this 5th day of January, 2015

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

BID ITEMS

Silvernail moved, Todd seconded to set bid opening for fire truck and equipment at 5:00 p.m. on February 2, 2015. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, January 5, 2015

NEW BUSINESS

Hire

Silvernail moved, Ruth seconded to hire Keith Umenthum as a part-time temporary employee in Building Inspection department at hourly rate of \$23.95 per hour, 19 hours per week for no more than three weeks beginning January 12, 2015. Roll Call: Aye-All. Motion carried.

Requests

Ruth moved, Van Den Eykel seconded to allow expenditure of \$117,000.00 to Deadwood Chamber of Commerce from Business Improvement District 7. Roll Call: Aye-All. Motion carried.

Todd moved, Ruth seconded to allow expenditure of \$50,000.00 to Deadwood Gaming Association from Business Improvement District 7. Roll Call: Aye-All. Motion carried.

Van Den Eykel moved, Ruth seconded to allow expenditure of \$100,000.00 for revitalization efforts from Business Improvement District 7. Mike Rodman, member of the Revitalization Committee explained that expenditures would be approved by Revitalization board, submitted to Chamber board through their approval process with report to City. Rodman added that Revitalization board was a sub committee of the Deadwood Chamber. Roll Call: Aye-All. Motion carried.

Permission

Todd moved, Silvernail seconded to change status of employee Ken Rehberg from part-time to full-time effective January 1, 2015 at additional cost of \$15,366.00 to be paid from Trolley, Public Buildings and Parks Department. Trolley Manager Nelson stated Rehberg will not work holidays, will have no overtime and has a CDL to help other departments when needed. Roll Call: Aye-All. Motion carried.

Purchase

Silvernail moved, Todd seconded to allow Deadwood Police Department to purchase 2015 Yamaha tracked all-terrain vehicle from Sturgis Yamaha at cost of \$24,175.00. Roll Call: Aye-All. Motion carried.

Request

Ruth moved, Silvernail seconded to approve the variance at 152 Charles Street from City of Deadwood Floodplain Ordinance Chapter 15.36.I30 A.1 and 2 due to foundation work on historic structure. Roll Call: Aye-All. Motion carried.

Contract

Ruth moved, Van Den Eykel seconded to contract with Tallgrass Landscape Architecture, LLC to provide site analysis for Gateway sign site improvements at cost of \$13,972.50 from Historic Preservation professional service line item. Historic Preservation office Kuchenbecker stated the signs will be prioritized and phased with possible expenditures to be taken from 2015 or 2016 budget. Roll Call: Aye-All. Motion carried.

Request

Silvernail moved, Ruth seconded to approve Deadwood Chamber of Commerce request of \$6,873.25 to be paid from Advocacy line item in 2015. Roll Call: Aye-All. Motion carried.

Quote

Silvernail moved, Todd seconded to accept low quote from Northern Truck Equipment Corp. to purchase and install V-plow from Streets Dept. budget in the amount of \$5,900.00. Roll Call: Aye-All. Motion carried.

Discussion

Commissioner van Den Eykel stated that he would like to continue discussion on status of the Deadwood Pavilion in light of upcoming Visitor Center project at Lower Main. After much discussion concerning the cost to maintain the building, cost to taxpayer, cost of possible additional appraisal and disruption to Chamber staff if sale took place before construction was complete on new facility. Mayor Turbiville appointed Commissioners Ruth and Van Den Eykel to meet with the Chamber for continued discussion on the Pavilion.

REGULAR MEETING, January 5, 2015

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Turbiville stated the next City Commission meeting is Tuesday, January 20 due to observance of Martin Luther King Day.

Turbiville acknowledged and thanked Bill and Benita Simmons for \$200.00 donation to Mt. Moriah Cemetery.

Turbiville stated 2015 Super Bowl lottery tickets will be sold until February 1 with proceeds to benefit Lead-Deadwood Baseball Association. No action approves per SDCL 22-25-24.

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

ADJOURMENT

Silvernail moved, Ruth seconded to adjourn the regular session at 5:42 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 January 20, 2015.

After coming out of executive session for personnel at 5:47 p.m., Silvernail moved, Todd seconded to adopt Chief Kelly Fuller’s recommendation for discipline effective January 6, 2015. Aye: All. VanDenEykel moved, Ruth seconded to go into executive session for legal matters. After coming out of executive session for legal matters at 6:35 p.m. Silvernail moved and 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: 03445 COMBINED - 1/20/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|--------------|------------------|--|--------|----------|
| 01-0418 | BLACK HILLS PIONEER | | | | | |
| | | I-956 | 101-4111-423 | PUBLISHING MINUTES - 11/17/14 | 000000 | 123.45 |
| | | I-968-2014 | 101-4111-423 | PUBLISHING SUPPLEMENTAL BUDGET ORD.1221 | 000000 | 16.73 |
| | | I-969-2014 | 101-4111-423 | PUBLISHING NOTICE TO BID-MICKELSON TRLHD | 000000 | 31.75 |
| | | I-971-2014 | 101-4111-423 | PUBLISHING NOH - MALT BEV LICENSE | 000000 | 14.02 |
| | | I-972-2014 | 101-4111-423 | PUBLISHING NOH - STREET CLOSURE,NY EVE | 000000 | 10.85 |
| | | I-973 | 101-4111-423 | PUBLISHING NOH - DAYS OF '76 EVENTS | 000000 | 19.44 |
| | | I-974-2014 | 101-4111-423 | PUBLISHING NOH - STAGECOACH DAYS | 000000 | 18.09 |
| | | I-975-2014 | 101-4111-423 | PUBLISHING NOH - SNOWCROSS SHOOTOUT | 000000 | 40.25 |
| | | I-976 | 101-4111-423 | PUBLISHING NOH - MARDI GRAS | 000000 | 21.71 |
| | | I-980 | 101-4111-423 | PUBLISHING MINUTES - 12/1/14 | 000000 | 161.89 |
| | | | DEPARTMENT 111 | COMMISSION | TOTAL: | 458.18 |
| 01-2394 | GUNDERSON, PALMER, NELS | | | | | |
| | | I-56895 | 101-4141-422 | PROFESSIONAL LEGAL SERVICES | 000000 | 3,064.44 |
| | | | DEPARTMENT 141 | ATTORNEY | TOTAL: | 3,064.44 |
| 01-0418 | BLACK HILLS PIONEER | | | | | |
| | | I-11015 | 101-4142-422 | PROFESSIONAL SUBSCRIPTION | 000000 | 103.77 |
| 01-0464 | TYLER TECHNOLOGIES, INC | | | | | |
| | | I-025-113378 | 101-4142-422 | PROFESSIONAL BUSINESS LICENSE PROGRAM | 000000 | 2,750.00 |
| 01-2396 | AMERICAN LEGAL PUBLISHI | | | | | |
| | | I-0102608 | 101-4142-422 | PROFESSIONAL SD CODE OF ORDINANCES | 000000 | 60.65 |
| | | | DEPARTMENT 142 | FINANCE | TOTAL: | 2,914.42 |
| 01-0097 | FARMER BROTHERS CO | | | | | |
| | | I-61394638 | 101-4192-426-04 | SUPPLIES - CI COFFEE - CITY HALL | 000000 | 57.50 |
| 01-0360 | ABC BUSINESS SUPPLY | | | | | |
| | | I-7526 | 101-4192-425-10 | REPAIRS - LIB METAL HALIDE | 000000 | 76.00 |
| | | I-7555 | 101-4192-425-13 | REPAIRS - REC SPIRAL BULBS | 000000 | 79.92 |
| 01-0429 | BLACK HILLS POWER & LIG | | | | | |
| | | I-D-J 15 BHP | 101-4192-428 | UTILITIES 909 MAIN | 000000 | 55.04 |
| | | I-D-J 15 BHP | 101-4192-428 | UTILITIES US HWY 14A | 000000 | 46.30 |
| | | I-D-J 15 BHP | 101-4192-428 | UTILITIES 515 CLIFF | 000000 | 49.66 |
| | | I-D-J 15 BHP | 101-4192-428 | UTILITIES 1 MILLER | 000000 | 18.60 |
| | | I-D-J 15 BHP | 101-4192-428 | UTILITIES 15 US HWY 85 | 000000 | 46.91 |
| | | I-D-J 15 BHP | 101-4192-428 | UTILITIES 8.5 SAMPSON | 000000 | 24.35 |
| | | I-D-J 15 BHP | 101-4192-428 | UTILITIES 13 CRESCENT | 000000 | 186.93 |
| | | I-D-J 15 BHP | 101-4192-428 | UTILITIES 170 BLACKTAIL | 000000 | 12.50 |

PACKET: 03445 COMBINED - 1/20/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|-----------------|------------------|-------------------|--------|----------|
| 01-0429 | BLACK HILLS POWER & LIG | continued | | | | |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 1 MCKINLEY | 000000 | 75.67 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 19 76 RANCH | 000000 | 171.35 |
| | I-D-J 15 BHP | 101-4192-428-13 | UTILITIES - R | 105 SHERMAN | 000000 | 7,628.17 |
| | I-D-J 15 BHP | 101-4192-428-07 | UTILITIES - F | 737 MAIN | 000000 | 850.68 |
| | I-D-J 15 BHP | 101-4192-428-07 | UTILITIES - F | 737 MAIN | 000000 | 11.27 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 62.5 DUNLAP | 000000 | 11.27 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 62.5 DUNLAP | 000000 | 151.54 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 108 SHERMAN | 000000 | 54.36 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 15 CRESCENT | 000000 | 184.07 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 701 HWY 14A | 000000 | 223.75 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 119 DENVER | 000000 | 855.25 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 23 DEADWOOD | 000000 | 156.64 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 110 TIMMS | 000000 | 11.27 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 110 TIMMS | 000000 | 75.87 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 110 TIMMS | 000000 | 11.66 |
| | I-D-J 15 BHP | 101-4192-428-10 | UTILITIES - L | 435 WILLIAMS | 000000 | 695.92 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 102 WATER TANK LN | 000000 | 12.50 |
| | I-D-J 15 BHP | 101-4192-428-15 | UTILITIES - T | 60 DUNLAP | 000000 | 390.13 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 53 SHERMAN | 000000 | 12.50 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 500 CLIFF | 000000 | 89.95 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 154 SHERMAN | 000000 | 104.36 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 15 CRESCENT | 000000 | 17.27 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 65 SHERMAN | 000000 | 175.58 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 65 SHERMAN | 000000 | 2,864.53 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 65 SHERMAN | 000000 | 1,135.69 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 65 SHERMAN | 000000 | 584.05 |
| | I-D-J 15 BHP | 101-4192-428-01 | UTILITES - AD | 22 VAN BUREN | 000000 | 96.16 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 398 MCGOVERN | 000000 | 16.71 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 16 CRESCENT | 000000 | 12.50 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 9 ROOSEVELT | 000000 | 12.50 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 180 CLIFF | 000000 | 91.83 |
| | I-D-J 15 BHP | 101-4192-428-02 | UTILITIES - A | 50 SHERMAN | 000000 | 1,176.45 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 10 SHINE | 000000 | 34.34 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 30 DWD GLCH | 000000 | 18.50 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 101 MICKELSON | 000000 | 515.03 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 20 JACKSON | 000000 | 12.50 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 10 MM RD | 000000 | 79.47 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 4 DAKOTA | 000000 | 192.03 |
| | I-D-J 15 BHP | 101-4192-428-01 | UTILITES - AD | 22 VAN BUREN | 000000 | 439.71 |
| | I-D-J 15 BHP | 101-4192-428-08 | UTILITES - HI | 3 SIEVER | 000000 | 1,303.29 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 20 JACKSON | 000000 | 338.32 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 5 SIEVER | 000000 | 635.94 |
| | I-D-J 15 BHP | 101-4192-428-11 | UTILITIES - P | 15 CRESCENT | 000000 | 279.68 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 398 MCGOVERN | 000000 | 20.97 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 50 PLEASANT | 000000 | 42.75 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 15 CRESCENT | 000000 | 463.89 |
| | I-D-J 15 BHP | 101-4192-428-12 | UTILITIES - P | 767 MAIN | 000000 | 647.54 |
| | I-D-J 15 BHP | 101-4192-428-12 | UTILITIES - P | 767 MAIN | 000000 | 11.27 |

PACKET: 03445 COMBINED - 1/20/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|-----------------|------------------|--------------------------------|--------|----------|
| 01-0429 | BLACK HILLS POWER & LIG | continued | | | | |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 498 MAIN | 000000 | 219.13 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 37 WATER | 000000 | 34.57 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 255 MAIN | 000000 | 225.04 |
| | I-D-J 15 BHP | 101-4192-428-08 | UTILITES - HI | 436 MAIN | 000000 | 184.58 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 10 MM RD | 000000 | 92.65 |
| | I-D-J 15 BHP | 101-4192-428-14 | UTILITIES - S | 62 DUNLAP | 000000 | 739.46 |
| | I-D-J 15 BHP | 101-4192-428 | UTILITIES | 15 CRESCENT | 000000 | 22.03 |
| | I-D-J 15 CITY HALL | 101-4192-428-04 | UTILITIES - C | POWER FOR CITY HALL | 000000 | 2,810.02 |
| 01-0436 | BLACK HILLS WINDOW CLEA | | | | | |
| | I-48939 | 101-4192-422-08 | PROFESSIONAL- | CLEANING OF INT CENTER WINDOWS | 000000 | 960.00 |
| 01-0551 | MENARD'S | | | | | |
| | I-19709 | 101-4192-425-08 | REPAIRS - HIS | BATTERIES/LED | 000000 | 79.84 |
| | I-19709 | 101-4192-425-10 | REPAIRS - LIB | BATTERIES/LED | 000000 | 55.92 |
| 01-0619 | TWILIGHT FIRST AID & SA | | | | | |
| | I-117045 | 101-4192-425-08 | REPAIRS - HIS | FIRST AID SUPPLIES | 000000 | 71.55 |
| 01-0692 | AMICK SOUND INC | | | | | |
| | I-29179RC | 101-4192-425-02 | REPAIRS - ADA | HORN/STROBE | 000000 | 346.54 |
| 01-1502 | BLACK HILLS CHEMICAL | | | | | |
| | I-076496 | 101-4192-426 | SUPPLIES | ICE MELT | 000000 | 287.50 |
| | I-077534 | 101-4192-426 | SUPPLIES | ICE MELT | 000000 | 287.50 |
| 01-1626 | SERVALL UNIFORM AND LIN | | | | | |
| | I-010115 | 101-4192-426-14 | SUPPLIES - ST | MATS/MOPS | 000000 | 158.51 |
| | I-2153284 | 101-4192-426-11 | SUPPLIES - PA | MATS/MOPS | 000000 | 66.35 |
| | I-2165550 | 101-4192-426-11 | SUPPLIES - PA | MATS/MOPS | 000000 | 66.34 |
| | I-2201949 | 101-4192-426-14 | SUPPLIES - ST | MATS/MOPS | 000000 | 112.20 |
| | I-2201950 | 101-4192-426-04 | SUPPLIES - CI | MATS/MOPS | 000000 | 254.45 |
| | I-2201951 | 101-4192-426-08 | SUPPLIES - HI | MATS/MOPS | 000000 | 229.03 |
| | I-2201952 | 101-4192-428-11 | UTILITIES - P | MATS/MOPS | 000000 | 72.02 |
| | I-2201960 | 101-4192-426-07 | SUPPLIES - FI | MATS/MOPS | 000000 | 28.25 |
| | I-22022601 | 101-4192-426-12 | SUPPLIES - PA | MATS/MOPS | 000000 | 105.83 |
| | I-2209179 | 101-4192-426-04 | SUPPLIES - CI | MATS/MOPS | 000000 | 253.93 |
| | I-2209180 | 101-4192-428-08 | UTILITES - HI | MATS/MOPS | 000000 | 229.03 |
| | I-2209181 | 101-4192-426-11 | SUPPLIES - PA | MATS/MOPS | 000000 | 69.01 |
| | I-2209189 | 101-4192-426-07 | SUPPLIES - FI | MATS/MOPS | 000000 | 28.26 |
| 01-2073 | SDN COMMUNICATIONS | | | | | |
| | I-0193-01-2015 | 101-4192-428-04 | UTILITIES - C | COMM BETWEEN CH AND PW | 000000 | 285.60 |
| | I-0193-01-2015 | 101-4192-428-14 | UTILITIES - S | COMM BETWEEN CH AND PW | 000000 | 285.60 |
| 01-2626 | WOW | | | | | |
| | I-D-J 15 | 101-4192-428-04 | UTILITIES - C | T1 LINE | 000000 | 1,386.62 |

PACKET: 03445 COMBINED - 1/20/15

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 |
|---------------------------------|-------------------------|-------------------|------------------|---|--------|-----------|
| 01-3571 | KRUZEL, TOM | | | | | |
| | | I-140271 | 101-4192-425-12 | REPAIRS - PAV SJB-309 | 000000 | 39.18 |
| 01-3699 | FAMILY DOLLAR | | | | | |
| | | I-121501 | 101-4192-426 | SUPPLIES SUPPLIES-BLG INSP RETIREMENT | 000000 | 22.00 |
| | | | | | | |
| DEPARTMENT 192 PUBLIC BUILDINGS | | | | | TOTAL: | 33,758.93 |
| 01-0464 | TYLER TECHNOLOGIES, INC | | | | | |
| | | I-025-113378 | 101-4193-422 | PROFESSIONAL BUILDING PROJECTS PROGRAM | 000000 | 3,850.00 |
| 01-0510 | GOLDEN WEST TECHNOLOGIE | | | | | |
| | | I-287184 | 101-4193-422 | PROFESSIONAL OFFSITE BACKUP, EMAIL SECURITY | 000000 | 720.00 |
| | | | | | | |
| DEPARTMENT 193 DATA PROCESSING | | | | | TOTAL: | 4,570.00 |
| 01-0360 | ABC BUSINESS SUPPLY | | | | | |
| | | I-7247 | 101-4210-426 | SUPPLIES ENVELOPES | 000000 | 14.99 |
| 01-0418 | BLACK HILLS PIONEER | | | | | |
| | | I-121257-12/31/14 | 101-4210-423 | PUBLISHING LETTERS TO SANTA AD | 000000 | 65.00 |
| 01-0467 | CULLIGAN OF THE NORTHER | | | | | |
| | | I-56382 | 101-4210-424 | RENTALS 5 GAL. WATER | 000000 | 6.50 |
| | | I-59478 | 101-4210-424 | RENTALS 2 - 5 GAL.BOTTLED WATER | 000000 | 13.00 |
| | | I-59687-2015 | 101-4210-424 | RENTALS WATER COOLER RENTAL - POLICE | 000000 | 15.00 |
| 01-0508 | GALLS/QUARTERMASTER | | | | | |
| | | I-002924988 | 101-4210-426 | SUPPLIES GLOVES | 000000 | 36.94 |
| 01-0619 | TWILIGHT FIRST AID & SA | | | | | |
| | | I-117044 | 101-4210-424 | RENTALS FIRST AID SUPPLIES - POLICE | 000000 | 21.90 |
| 01-1399 | NEVE'S UNIFORMS, INC. | | | | | |
| | | I- RP-033896 | 101-4210-426 | SUPPLIES QUANTIM II VEST | 000000 | 517.00 |
| | | I-RP-033857 | 101-4210-426 | SUPPLIES FLASHLIGHT | 000000 | 124.95 |
| 01-1424 | SOUTHSIDE SERVICE | | | | | |
| | | I-41312 | 101-4210-425 | REPAIRS 4 TIRES - 2010 TAHOE | 000000 | 580.00 |
| | | I-41405 | 101-4210-425 | REPAIRS SERVICE ENGINE,OIL,ANTIFREEZE | 000000 | 96.90 |
| | | I-41409 | 101-4210-425 | REPAIRS RESET LICENSE PLATE BULB | 000000 | 26.00 |
| 01-1725 | QUILL CORPORATION | | | | | |
| | | I-9006758 | 101-4210-426 | SUPPLIES SUPPLIES | 000000 | 113.97 |
| 01-1819 | DAKOTA BUSINESS CENTER | | | | | |
| | | I-IN276021 | 101-4210-424 | RENTALS MAINTENANCE CONTRACT | 000000 | 151.47 |

PACKET: 03445 COMBINED - 1/20/15

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 |
|---------|-------------------------|-------------|------------------|--|--|------------------|
| 01-2402 | MERTENS, KENNETH | I-123014 | 101-4210-415 | GROUP INSURAN INSURANCE REIMBURSMT. - DEC. | 000000 | 293.72 |
| 01-2833 | TROPHY AWARDS | I-18640 | 101-4210-422 | PROFESSIONAL CARVED TOWER | 000000 | 296.00 |
| 01-3794 | TACTICAL TECHNOLOGIES I | I-24866 | 101-4210-434-01 | MACH/EQUIPT - SURVEILLANCE EQUIPMENT | 000000 | 8,927.00 |
| | | | | | DEPARTMENT 210 POLICE | TOTAL: 11,300.34 |
| 01-0575 | SOUTHSIDE OIL | I-087640 | 101-4221-426 | SUPPLIES DIESEL | 000000 | 44.12 |
| 01-0912 | SD DEPT. OF HEALTH | I-123114 | 101-4221-422 | PROFESSIONAL HEP SHOTS | 000000 | 50.00 |
| 01-1653 | STURDEVANT'S AUTO PARTS | I-331896 | 101-4221-425 | REPAIRS PLUG, CONNECTOR | 000000 | 6.22 |
| 01-1771 | NFPA | I-6311616X | 101-4221-422 | PROFESSIONAL SUBSCRIPTION - NFCSS - 1 YR | 000000 | 1,255.50 |
| 01-3294 | DAKOTA FLUID POWER INC. | I-6332030 | 101-4221-425 | REPAIRS SUPPLIES | 000000 | 4.36 |
| | | | | | DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL: | 1,360.20 |
| 01-0418 | BLACK HILLS PIONEER | I-141218 | 101-4232-422 | PROFESSIONAL AD FOR BI | 000000 | 217.62 |
| 01-3792 | GEO'S EATS AND DRINKS | I-CAKES | 101-4232-426 | SUPPLIES CAKES FOR BI RETIREMENT | 000000 | 59.97 |
| | | | | | DEPARTMENT 232 BUILDING INSPECTION | TOTAL: 277.59 |
| 01-0360 | ABC BUSINESS SUPPLY | I-7462 | 101-4310-426 | SUPPLIES BULBS | 000000 | 159.80 |
| | | I-7580 | 101-4310-426 | SUPPLIES BOOK APPT | 000000 | 21.90 |
| 01-0510 | GOLDEN WEST TECHNOLOGIE | I-141210144 | 101-4310-422 | PROFESSIONAL PAGERS | 000000 | 34.22 |
| 01-0547 | M&M SANITATION | I-26948 | 101-4310-426 | SUPPLIES TOILET RENTAL-COLD STORAGE | 000000 | 102.50 |

PACKET: 03445 COMBINED - 1/20/15

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 |
|---------|-------------------------|---------------|------------------|---------------------------------------|--------|-----------|
| 01-0575 | SOUTHSIDE OIL | | | | | |
| | | I-087640 | 101-4310-426 | SUPPLIES DIESEL | 000000 | 6,909.42 |
| 01-0619 | TWILIGHT FIRST AID & SA | | | | | |
| | | I-117041 | 101-4310-426 | SUPPLIES FIRST AID SUPPLIES | 000000 | 135.00 |
| 01-0752 | ACE STEEL & RECYCLING, | | | | | |
| | | I-279947 | 101-4310-425 | REPAIRS SHEETS/TUBING | 000000 | 299.39 |
| 01-1374 | BUTLER MACHINERY COMPAN | | | | | |
| | | I-06PS0435930 | 101-4310-425 | REPAIRS BLADE | 000000 | 53.50 |
| | | I-06W00133169 | 101-4310-434 | MACHINERY/EQU HYDRALIC COVERAGE | 000000 | 1,490.00 |
| | | I-06W00133183 | 101-4310-434 | MACHINERY/EQU HYDRAULIC COVERAGE | 000000 | 1,570.00 |
| 01-1506 | DALES TIRE & RETREADING | | | | | |
| | | I-552950 | 101-4310-425 | REPAIRS TIRE FOR MOTOR GRADER | 000000 | 612.70 |
| 01-1515 | RAPID DELIVERY | | | | | |
| | | I-280634 | 101-4310-422 | PROFESSIONAL SHIPPING FEE FROM BUTLER | 000000 | 11.40 |
| 01-1551 | GODFREY BRAKE SERVICE & | | | | | |
| | | I-250130037 | 101-4310-425 | REPAIRS TAILGATE | 000000 | 119.44 |
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | C-662314 | 101-4310-425 | REPAIRS BLACK MOMENTARY | 000000 | 0.56- |
| | | I-660607 | 101-4310-426 | SUPPLIES OIL STABILIZER | 000000 | 12.49 |
| | | I-660698 | 101-4310-425 | REPAIRS HOSE FITTINGS/HOSE | 000000 | 150.33 |
| | | I-660716 | 101-4310-426 | SUPPLIES FITTINGS | 000000 | 37.46 |
| | | I-660737 | 101-4310-426 | SUPPLIES DOOR HANDLE | 000000 | 6.41 |
| | | I-661138 | 101-4310-426 | SUPPLIES GLOVES | 000000 | 98.91 |
| | | I-661174 | 101-4310-426 | SUPPLIES FASTFIT | 000000 | 32.97 |
| | | I-661327 | 101-4310-425 | REPAIRS ICE WINTER BLADE | 000000 | 21.70 |
| | | I-661553 | 101-4310-425 | REPAIRS DUAL HD STR FOOT/MALE PLUG | 000000 | 26.03 |
| | | I-661634 | 101-4310-426 | SUPPLIES CREEPER | 000000 | 70.69 |
| | | I-661724 | 101-4310-425 | REPAIRS ADAPTOR/FITTINGS/WIRE | 000000 | 99.20 |
| | | I-661883 | 101-4310-425 | REPAIRS MAG 1 AW R&O ISO | 000000 | 119.98 |
| | | I-661968 | 101-4310-425 | REPAIRS FITTINGS/HOSE FIT | 000000 | 147.69 |
| | | I-662312 | 101-4310-425 | REPAIRS BLACK MOMENTARY | 000000 | 3.29 |
| | | I-662440 | 101-4310-425 | REPAIRS WINDOW HANDLE - FRD TRK | 000000 | 6.85 |
| | | | | DEPARTMENT 310 STREETS | TOTAL: | 12,352.71 |
| 01-1360 | WASTE CONNECTIONS, INC. | | | | | |
| | | I-11820805 | 101-4320-422 | PROFESSIONAL GARBAGE SERVICES | 000000 | 7,098.80 |
| | | | | DEPARTMENT 320 SANITATION | TOTAL: | 7,098.80 |

PACKET: 03445 COMBINED - 1/20/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|--------------|------------------|------------------------------------|--------|-----------|
| 01-0575 | SOUTHSIDE OIL | | | | | |
| | | I-087640 | 101-4520-426 | SUPPLIES DIESEL | 000000 | 360.99 |
| 01-0653 | FASTENAL COMPANY | | | | | |
| | | I-SDSPE79321 | 101-4520-426 | SUPPLIES GLOVES | 000000 | 231.63 |
| 01-1380 | WASTE CONNECTIONS, INC. | | | | | |
| | | I-11820670 | 101-4520-422 | PROFESSIONAL REARD LOAD DUMPSTER | 000000 | 376.97 |
| 01-1653 | STORDEVANT'S AUTO PARTS | | | | | |
| | | C-660910 | 101-4520-425 | REPAIRS BATTERY CORE RETURN | 000000 | 15.00- |
| | | I-660886 | 101-4520-425 | REPAIRS HZBATTERY ASM | 000000 | 116.56 |
| | | I-660911 | 101-4520-425 | REPAIRS AIR FILTER | 000000 | 32.90 |
| | | I-661932 | 101-4520-425 | REPAIRS FUEL LINE HOSE | 000000 | 2.46 |
| | | I-661933 | 101-4520-425 | REPAIRS BARRICADE FUEL INJECTION | 000000 | 8.40 |
| | | | | DEPARTMENT 520 PARKS | TOTAL: | 1,114.91 |
| 01-0360 | ABC BUSINESS SUPPLY | | | | | |
| | | I-7537 | 101-4640-426 | SUPPLIES SUPPLIES RED COPY PAPER | 000000 | 19.68 |
| 01-0418 | BLACK HILLS PIONEER | | | | | |
| | | I-967-2014 | 101-4640-423 | PUBLISHING NOH - VARIANCE | 000000 | 21.71 |
| 01-3314 | CENTURY BUSINESS PRODUC | | | | | |
| | | I-259235 | 101-4640-428 | UTILITIES CONTRACT 12/9/14-1/8/15 | 000000 | 312.22 |
| | | | | DEPARTMENT 640 PLANNING AND ZONING | TOTAL: | 353.61 |
| | | | | FUND 101 GENERAL FUND | TOTAL: | 78,624.13 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 03445 COMBINED - 1/20/15

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|-------------|------------------|------------------------------------|--------|----------|
| 01-1557 | DEMCO, INC. | | | | | |
| | | I-5488228 | 206-4550-426 | SUPPLIES BAND DATER | 000000 | 34.47 |
| 01-1562 | MIDWEST TAPE | | | | | |
| | | I- 92479627 | 206-4550-434 | BOOKS, MAPS A DVD'S | 000000 | 40.98 |
| | | I-92462192 | 206-4550-434 | BOOKS, MAPS A DVD | 000000 | 23.99 |
| 01-1618 | SD LIBRARY NETWORK | | | | | |
| | | I-011215 | 206-4550-429 | OTHER ONGOING COSTS - 2ND QTR FY15 | 000000 | 1,119.75 |
| 01-1626 | SERVALL UNIFORM AND LIN | | | | | |
| | | I-2209190 | 206-4550-425 | REPAIRS TOWELS & MOP | 000000 | 21.52 |
| 01-3665 | MITZI'S BOOKS | | | | | |
| | | I-2214 | 206-4550-434 | BOOKS, MAPS A BOOKS | 000000 | 39.93 |
| | | | | | | |
| | | | DEPARTMENT 550 | LIBRARY | TOTAL: | 1,280.64 |
| | | | | | | |
| | | | FUND | 206 LIBRARY FUND | TOTAL: | 1,280.64 |

PACKET: 03445 COMBINED - 1/20/15

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------|------------------|--|------------------|------------------|
| 01-0223 | COCA COLA BOTTLING COMP | | | | | |
| | | I-1372215 | 209-4510-426 | SUPPLIES WATER FOR REC | 000000 | 35.75 |
| | | I-1372263 | 209-4510-426 | SUPPLIES WATER FOR REC | 000000 | 63.05 |
| | | I-1372303 | 209-4510-426 | SUPPLIES WATER FOR REC | 000000 | 22.60 |
| 01-0360 | ABC BUSINESS SUPPLY | | | | | |
| | | I-7407 | 209-4510-426 | SUPPLIES SCISSORS | 000000 | 6.99 |
| 01-0418 | BLACK HILLS PIONEER | | | | | |
| | | I-141231 | 209-4510-422 | PROFESSIONAL MONTHLY PROMO | 000000 | 10.00 |
| 01-1380 | WASTE CONNECTIONS, INC. | | | | | |
| | | I-11820805 | 209-4510-422 | PROFESSIONAL GARBAGE SERVICES | 000000 | 65.00 |
| 01-2889 | ATCO INTERNATIONAL | | | | | |
| | | I-10422605 | 209-4510-426 | SUPPLIES SEE THRU GLASS CLEANER | 000000 | 83.00 |
| 01-3116 | FREEMAN'S ELECTRIC SERV | | | | | |
| | | I-0069488-IN | 209-4510-425 | REPAIRS LABOR | 000000 | 102.04 |
| 01-3151 | KONE INC. | | | | | |
| | | I-221652990 | 209-4510-422 | PROFESSIONAL ELEVATOR MAINTENANCE | 000000 | 129.20 |
| 01-3346 | REGIONAL HEALTH PHYSICI | | | | | |
| | | I-121774C2296 | 209-4510-422 | PROFESSIONAL TESTING | 000000 | 25.00 |
| 01-3506 | ALSCO | | | | | |
| | | I-LCAS921667 | 209-4510-426 | SUPPLIES MATS | 000000 | 71.57 |
| 01-3597 | LEAD DEADWOOD ARTS CENT | | | | | |
| | | I-MATS FOR REC | 209-4510-426 | SUPPLIES MATTING FOR REC | 000000 | 20.00 |
| 01-3618 | KDSJ 980 AM RADIO | | | | | |
| | | I-14-12-036 | 209-4510-422 | PROFESSIONAL SPONSOR FOR BBALL | 000000 | 160.00 |
| | | | DEPARTMENT 510 | REC CENTER | TOTAL: | 794.20 |
| 01-0475 | DEADWOOD CHAMBER & VISI | | | | | |
| | | I-011315 | 209-4980-422 | PROFESSIONAL B & B BILL LIST - 1ST QTR | 000000 | 45,000.00 |
| 01-0622 | SILVERNAIL, GEORGEANN | | | | | |
| | | I-010115 | 209-4980-429 | OTHER REIMBS.-CHRISTMAS LIGHTS | 000000 | 26.39 |
| 01-3175 | VICTIMS OF VIOLENCE INT | | | | | |
| | | I-100614 | 209-4980-429 | OTHER 2015 ALLOCATION | 000000 | 1,000.00 |
| | | | DEPARTMENT 980 | SPECIAL EVENTS | TOTAL: | 46,026.39 |
| | | | FUND | 209 | BED & BOOZE FUND | TOTAL: 46,820.59 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 10

PACKET: 03445 COMBINED - 1/20/15

VENDOR SET: 01

FUND : 213 BUSINESS IMPROVEMENT DIST

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|------------|------------------|----------------|-------------------------------|-------------------|
| 01-0475 | DEADWOOD CHAMBER & VISI | | | | | |
| | | I-011315-B | 213-4630-423 | MARKETING | BID BILL LIST - 1ST QTR | 000000 141,312.00 |
| 01-2394 | GUNDERSON, PALMER, NELS | | | | | |
| | | I-56895 | 213-4630-422 | ADMIN/LEGAL | LEGAL SERVICES | 000000 240.00 |
| | | | | DEPARTMENT 630 | BID | TOTAL: 141,552.00 |
| | | | | FUND | 213 BUSINESS IMPROVEMENT DIST | TOTAL: 141,552.00 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

PACKET: 03445 COMBINED - 1/20/15

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 |
|---------|-------------------------|------------|------------------|----------------|-----------------|--|
| 01-0475 | DEADWOOD CHAMBER & VISI | | | | | |
| | | I-011315-C | 214-4630-423 | MARKETING | BID 7 BILL LIST | 000000 67,000.00 |
| 01-3602 | DEADWOOD GAMING ASSOCIA | | | | | |
| | | I-1638 | 214-4630-423 | MARKETING | ALLOCATION | 000000 50,000.00 |
| | | | | DEPARTMENT 630 | BID #7 | TOTAL: 117,000.00 |
| | | | | FUND | 214 | BID #7-OCCUPANCY TAX TOTAL: 117,000.00 |

PACKET: 03445 COMBINED - 1/20/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 573 HP HISTORIC INTERPRETATIO

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|-------------------------|--------------|------------------|--|--------|------------|
| 01-1890 | ADAMS MUSEUM DBA ADAMS | | | | | |
| | | I-10615 | 215-4573-305 | HIST. INTERP. AM OPERATING | 000000 | 52,500.00 |
| | | I-10615-2 | 215-4573-310 | HIST. INTERP. AH OPERATING | 000000 | 61,500.00 |
| 01-2556 | MARIAH PRESS/PRODUCTION | | | | | |
| | | I-11215 | 215-4573-335 | HIST. INTERP. DWD BASEBALL 12/1-12/31/14 | 000000 | 80.00 |
| 01-3174 | DAYS OF '76 MUSEUM | | | | | |
| | | I-10615 | 215-4573-375 | HIST. INTERP. OPERATING FUNDS | 000000 | 40,000.00 |
| 01-3571 | KRUZEL, TOM | | | | | |
| | | I-2014-01 | 215-4573-330 | HIST. INTERP. STARR BULLOCK STRONG BOX | 000000 | 750.00 |
| 01-3584 | FASSBENDER COLLECTION | | | | | |
| | | I-11215 | 215-4573-385 | HIST. INTERP. 2015 OPERATIONS | 000000 | 15,000.00 |
| DEPARTMENT 573 HP HISTORIC INTERPRETATIO TOTAL: | | | | | | 169,830.00 |
| 01-0776 | ALBERTSON ENGINEERING, | | | | | |
| | | I-8844 | 215-4575-515 | GRANT/LOAN RE 2013-126H AH RW 2 DUDLEY | 000000 | 300.00 |
| | | I-8845 | 215-4575-515 | GRANT/LOAN RE 2014-314H AH RW 10 HARRISON | 000000 | 720.00 |
| | | I-8846 | 215-4575-515 | GRANT/LOAN RE 2014-260H AH RW 84 VAN BUREN | 000000 | 300.00 |
| DEPARTMENT 575 HP DEADWOOD GRANT AND LOA TOTAL: | | | | | | 1,320.00 |
| 01-2394 | GUNDERSON, PALMER, NELS | | | | | |
| | | I-56895 | 215-4576-620 | PROFES. SERV. LEGAL SERVICES | 000000 | 180.00 |
| DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL: | | | | | | 180.00 |
| 01-0841 | TSP, INC. | | | | | |
| | | I-0048355 | 215-4577-810 | CAPITAL ASSET GATEWAY PARKING | 000000 | 1,353.75 |
| 01-1383 | AINSWORTH-BENNING CONST | | | | | |
| | | I-4227 | 215-4577-700 | CAPITAL ASSET CITY HALL ACCESS | 000000 | 7,992.39 |
| 01-2473 | SD DEPT. OF CORRECTIONS | | | | | |
| | | I-C18D5302 | 215-4577-795 | CAPITAL ASSET FIRE WISE | 000000 | 4,540.48 |
| DEPARTMENT 577 HP FIXED CAPITAL ASSETS O TOTAL: | | | | | | 13,886.62 |
| 01-0097 | FARMER BROTHERS CO | | | | | |
| | | I-6139463990 | 215-4641-426 | SUPPLIES SUPPLIES | 000000 | 18.45 |
| 01-0340 | MIDCONTINENT COMMUNICAT | | | | | |

PACKET: 03445 COMBINED - 1/20/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-----------------------------------|-------------------------|-------------|------------------|--|--------|------------|
| 01-0340 | MIDCONTINENT COMMUNICAT | continued | | | | |
| | | I-010215 | 215-4641-428 | UTILITIES 3 SIEVE ST 01/01-01/31/15 | 000000 | 65.00 |
| 01-0360 | ABC BUSINESS SUPPLY | | | | | |
| | | I-7350 | 215-4641-426 | SUPPLIES SUPPLIES YRLY ORDER | 000000 | 2,681.20 |
| 01-0467 | CULLIGAN OF THE NORTHER | | | | | |
| | | I-59073 | 215-4641-426 | SUPPLIES WATER | 000000 | 19.50 |
| | | I-59685 | 215-4641-426 | SUPPLIES COOLER RENTAL | 000000 | 15.00 |
| 01-1437 | SD DEPT. OF TOURISM | | | | | |
| | | I-2015REGDB | 215-4641-427 | TRAVEL 2015 GOV CONF REG | 000000 | 275.00 |
| | | I-2015REGKK | 215-4641-427 | TRAVEL 2015 GOV CONF REG | 000000 | 150.00 |
| | | I-2015REGMJ | 215-4641-427 | TRAVEL 2015 GOV CONF REG. | 000000 | 275.00 |
| | | I-2015REGTB | 215-4641-427 | TRAVEL 2015 GOV CONF REG | 000000 | 275.00 |
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | I-32-660696 | 215-4641-425 | REPAIRS BATTERY DURANGO | 000000 | 101.56 |
| 01-1827 | MS MAIL & MARKETING | | | | | |
| | | I-6932 | 215-4641-423 | PUBLISHING BUSINESS CARDS LORI FREDERICK | 000000 | 35.00 |
| 01-3373 | AMAZON WEB SERVICES | | | | | |
| | | I-47938260 | 215-4641-428 | UTILITIES WEB SERVICE 12/1-12/31/14 | 000000 | 229.24 |
| 01-3424 | BLACK HILLS URGENT CARE | | | | | |
| | | I-2237966 | 215-4641-422 | PROFESSIONAL TESTING | 000000 | 60.00 |
| DEPARTMENT 641 OFFICE HIST. PRES. | | | | | TOTAL: | 4,199.95 |
| FUND 215 HISTORIC PRESERVATION | | | | | TOTAL: | 189,416.57 |

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 03445 COMBINED - 1/20/15

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|---------|------------------|---|------------------|----------------|
| ===== | | | | | | |
| 01-3403 | BAILEY ELECTRIC, L.L.C. | | | | | |
| | | I-11515 | 216-1310 | DUE FROM OTHE WORK DONE 771 MAIN TUCKER INN | 000000 | 899.50 |
| | | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: 899.50 |
| ----- | | | | | | |
| 01-2394 | GUNDERSON, PALMER, NELS | | | | | |
| | | I-56894 | 216-4653-422 | PROFESSIONAL LEGAL SERVICES | 000000 | 90.00 |
| | | | | DEPARTMENT 653 | REVOLVING LOAN | TOTAL: 90.00 |
| ----- | | | | | | |
| | | | | FUND | 216 | REVOLVING LOAN |
| | | | | | TOTAL: | 989.50 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

PACKET: 03445 COMBINED - 1/20/15

VENDOR SET: 01

FUND : 544 ST. AMBROSE PROJECT

DEPARTMENT: 370 ST. AMBROSE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|---------------------|------------|------------------|---------------------------------------|--------|--------|
| ===== | | | | | | |
| 01-0418 | BLACK HILLS PIONEER | | | | | |
| | | I-105-2014 | 544-4370-422 | PROFESSIONAL AD FOR BIDS - ST.AMBROSE | 000000 | 74.07 |
| | | | | DEPARTMENT 370 ST. AMBROSE | TOTAL: | 74.07 |
| ----- | | | | | | |
| | | | | FUND 544 ST. AMBROSE PROJECT | TOTAL: | 74.07 |

PACKET: 03445 COMBINED - 1/20/15

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 |
|----------------------|-------------------------|-------------|------------------|--|--------|------------------|
| 01-0206 | SCHMIDT, WILLIAM | | | | | |
| | | I-605672 | 602-4330-425 | REPAIRS POUR/FINISH MAIN ST-WTR REPAIR | 000000 | 1,486.00 |
| 01-0360 | ABC BUSINESS SUPPLY | | | | | |
| | | I-CALENDAR | 602-4330-426 | SUPPLIES CALENDAR | 000000 | 6.95 |
| 01-0510 | GOLDEN WEST TECHNOLOGIE | | | | | |
| | | I-141210129 | 602-4330-422 | PROFESSIONAL PAGERS | 000000 | 33.18 |
| 01-0539 | LEAD-DEADWOOD SANITARY | | | | | |
| | | I-010515 | 602-4330-422 | PROFESSIONAL EQR & USAGE CHARGE - DEC. | 000000 | 22,914.60 |
| | | I-10515-B | 602-4330-422 | PROFESSIONAL PUBLIC BLDGS.USAGE - JAN'15 | 000000 | 499.04 |
| 01-0561 | SD ONE CALL | | | | | |
| | | I-SD14-3694 | 602-4330-422 | PROFESSIONAL ONE CALL FEES | 000000 | 8.88 |
| 01-0575 | SOUTHSIDE OIL | | | | | |
| | | I-087640 | 602-4330-426 | SUPPLIES DIESEL | 000000 | 156.83 |
| 01-0600 | TRIPLE K TIRE & REPAIR | | | | | |
| | | I-1-40207 | 602-4330-426 | SUPPLIES TIRES FOR WATER TRUCK | 000000 | 740.00 |
| 01-0619 | TWILIGHT FIRST AID & SA | | | | | |
| | | I-117041 | 602-4330-426 | SUPPLIES FIRST AID SUPPLIES | 000000 | 135.00 |
| 01-0925 | AMERICAN PUBLIC WORKS A | | | | | |
| | | I-2015 DUES | 602-4330-422 | PROFESSIONAL DUES FOR 2015 | 000000 | 300.00 |
| 01-1404 | SD WATER & WASTEWATER A | | | | | |
| | | I-011515 | 602-4330-427 | TRAVEL 4 REGISTR'N FEES-WTR SEMINAR | 000000 | 180.00 |
| 01-1491 | RENNER, DONOVAN | | | | | |
| | | I-123114 | 602-4330-415 | GROUP INSURAN INSURANCE REIMBSMT - DEC. | 000000 | 233.05 |
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | I-661472 | 602-4330-425 | REPAIRS ICE WINTER | 000000 | 21.70 |
| | | I-662220 | 602-4330-426 | SUPPLIES TAP PLG CD | 000000 | 3.49 |
| 01-3230 | SHAMA, LARRY AND MARCI | | | | | |
| | | I-010915 | 602-4330-422 | PROFESSIONAL DAMAGE CLAIM | 000000 | 1,967.56 |
| DEPARTMENT 330 WATER | | | | | | TOTAL: 28,686.28 |
| FUND 602 WATER FUND | | | | | | TOTAL: 28,686.28 |

PACKET: 03445 COMBINED - 1/20/15

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 |
|--|-------------------------|--------------|------------------|----------------------------------|--------|----------|
| 01-0429 | BLACK HILLS POWER & LIG | | | | | |
| | I-D-J 15 BHP | 610-4360-426 | SUPPLIES | 101 CHARLES | 000000 | 17.65 |
| 01-1889 | DUNCAN PARKING TECHNOLO | | | | | |
| | I-DPT020797 | 610-4360-422 | PROFESSIONAL | SOFTWARE UPGRADES | 000000 | 350.00 |
| 01-3712 | PASSPORT PARKING, INC. | | | | | |
| | I-1723 | 610-4360-422 | PROFESSIONAL | MOBILE PAY/METERS | 000000 | 6.25 |
| DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL: | | | | | | 373.90 |
| 01-0467 | CULLIGAN OF THE NORTHER | | | | | |
| | I-80765 | 610-4361-426 | SUPPLIES | 5 BAGS SALT | 000000 | 41.25 |
| 01-0545 | LYNN'S DAKOTA MART | | | | | |
| | I- 123114 | 610-4361-426 | SUPPLIES | 24 PACK WATER | 000000 | 46.90 |
| 01-0575 | SOUTHSIDE OIL | | | | | |
| | I-087640 | 610-4361-426 | SUPPLIES | DIESEL | 000000 | 3,080.89 |
| 01-0600 | TRIPLE K TIRE & REPAIR | | | | | |
| | I-1-40155 | 610-4361-426 | SUPPLIES | MOUNT TIRE, TIRE DISPOSAL | 000000 | 34.00 |
| | I-1-40221 | 610-4361-425 | REPAIRS | BRAKE PADS, ROTOR, CALIPERS | 000000 | 853.93 |
| | I-1-40222 | 610-4361-425 | REPAIRS | INSTALL FRONT BRAKES, REAR BMR | 000000 | 320.00 |
| | I-1-40249 | 610-4361-425 | REPAIRS | BRAKE CALIPERS, ROTOR, DISC PADS | 000000 | 860.43 |
| | I-1-40250 | 610-4361-425 | REPAIRS | LABOR-REPLACED REAR BRAKES | 000000 | 280.00 |
| 01-1348 | EDDIE'S TRUCK SALES, IN | | | | | |
| | I-1242750026 | 610-4361-425 | REPAIRS | KIT FILTER | 000000 | 54.54 |
| 01-1529 | LAWRENCE CO. TREASURER | | | | | |
| | I-11015 | 610-4361-434 | MACHINERY/EQU | TROLLEY LICENSES | 000000 | 725.00 |
| 01-1626 | SERVALL UNIFORM AND LIN | | | | | |
| | I-2207364 | 610-4361-426 | SUPPLIES | TOWELS & MATS | 000000 | 56.96 |
| | I-2210272 | 610-4361-426 | SUPPLIES | TOWELS & MATS | 000000 | 49.20 |
| | I-2213336 | 610-4361-426 | SUPPLIES | TOWELS & MATS | 000000 | 57.45 |
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | I-660717 | 610-4361-426 | SUPPLIES | BOND | 000000 | 4.85 |
| | I-661114 | 610-4361-426 | SUPPLIES | SCOTCH PERFORMANCE | 000000 | 6.48 |
| | I-661884 | 610-4361-426 | SUPPLIES | START SOLENOID | 000000 | 48.04 |
| | I-662221 | 610-4361-426 | SUPPLIES | SOCKET, IMPACT | 000000 | 31.68 |
| 01-2174 | SPECIALTY VEHICLES | | | | | |
| | I-24834 | 610-4361-426 | SUPPLIES | HEATER SWITCH | 000000 | 31.41 |
| | I-24867 | 610-4361-426 | SUPPLIES | TEMP CONTROL | 000000 | 262.28 |
| DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL: | | | | | | 6,845.29 |
| FUND 610 PARKING/TRANSPORTATION TOTAL: | | | | | | 7,219.19 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

PACKET: 03445 COMBINED - 1/20/15

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-26947 | 701-4324-426 | SUPPLIES | TOILET RENTAL-LANDFILL | 000000 102.50 |
| 01-0575 | SOUTHSIDE OIL | | | | | |
| | | I-087640 | 701-4324-426 | SUPPLIES | DIESEL | 000000 180.50 |
| | | | | DEPARTMENT 324 RUBBLE SITE | TOTAL: | 283.00 |
| | | | | FUND 701 RUBBLE SITE | TOTAL: | 283.00 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

PACKET: 03445 COMBINED - 1/20/15

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-11415 | 723-4000-429 | OTHER PYMT 7 - 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: | 1,050,064.14 |

Sales & Use Tax Return

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

Add'l Bill
1-20-15
South Dakota

Department of Revenue

Reporting Period: 12/2014

Return Due: 01/23/2015

| A. Sales and Use Tax | | | | Rate | Tax Due |
|---|-------------|-------|-------|-------------|-------------------|
| 1. Gross Sales | | | | \$45,535.90 | |
| 2. Use Taxable | | | | \$0.00 | |
| 3. Non-Taxable Sales | | | | \$0.00 | |
| 4. Special Jurisdictions (Indian Country, Reservations) | | | | | |
| 5. State Sales and Use Tax | | | | \$45,535.90 | 4.00% |
| | | | | | \$1,821.44 |
| B. City Tax | | | | | |
| City | Taxable | Code | Rate | Taxable | Code |
| Deadwood | \$38,990.65 | 093-2 | 2.00% | \$9,628.57 | 093-1 |
| | | | | 1.00% | |
| | | | | | \$876.10 |
| Total City Tax Due | | | | | \$876.10 |
| C. Tourism Tax | | | | | |
| D. Other Taxes | | | | | |
| E. Totals | | | | | |
| Total Tax Due | | | | | \$2,697.54 |
| Allowance | | | | | \$40.46 |
| Total Due | | | | | \$2,657.08 |

City of Deadwood
Vehicle for Hire: Bus, Motorbus, Limousine, Taxicab
and Livery Vehicle Application

1/20/15
5C

☐ Renewal ☒ New Application

For Year: 2015

LICENSE TYPE: Livery Vehicle Application

BUSINESS

Business Name (as will appear on license): Black Hills Wedding Chapel

Business Address: 307 7th Ave Belle Fourche, SD 57717

Business Phone: 605-722-4419

SD Sales Tax Number: 100833265T

← Verified by City Finance Office

If business is a partnership or corporation, please provide name and address of each partner/officer.

Name: Robert Hunsaker

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

PERSON COMPLETING APPLICATION

Applicant Name: W Faith Goehring

Home Address: 307 7th Ave Belle Fourche, SD 57717

Home Phone/Cell Phone: 605-722-4419 Date of Birth: 1-24-56

Is applicant also the contact person? ☒ Yes ☐ No

If not, who is the contact person for this application:

Contact Name: _____

Address: _____

Home Phone/Cell Phone: _____

Location from which the vehicle(s) will operate: Days of '76

Number of vehicles proposed to be operated: 1 Insurance Company: _____

Policy Number: _____

Expiration Date: _____

Previous experience in motor vehicle transportation business: Rob owns the horses and carriage, He has been part of '76 annual parade for years

A general statement of reason supporting the granting of the application: Have obtained this permit before, Usage of Horse and Carriage for weddings and such events pre-booked by Black Hills Wedding Chapel

| Year of Vehicle | Make | Model | Seating Capacity (Excluding Driver) | License Plate # |
|-----------------|------|-------|--|-----------------|
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Application made this 8 day of January, 20 15 **X** W. Faith Selberg
 Applicant's Signature

| TO BE COMPLETED BY CITY OF DEADWOOD | |
|--|--|
| An annual fee of \$75 has been paid to the City Finance Office as recorded on: | Approved by Deadwood Police Department |
| Receipt No.: Dated: | Approved by Deadwood Zoning Office |

License fee is not refundable. License is not transferable.

Submit completed application to:

Mary Jo Nelson, City of Deadwood Finance Office, 102 Sherman St., Deadwood, SD 57732 • (605) 578-2600.
Exercise your right to vote! Are you registered to vote at your current Deadwood address? If you are not, please visit the City Finance Office or your County Auditor's Office.

Requirements: Provide proof of insurance (minimum \$1,000,000 liability, with City of Deadwood co-insured).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/02/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm Insurance - Coreen Lerwick
125 E Colorado Blvd, Suite 1G
Spearfish, SD 57783



CONTACT NAME: Denise Gienger

PHONE (A/C, No, Ext): 605-642-8141

FAX (A/C, No): 605-642-7721

E-MAIL Address: denise@coreenlerwick.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Fire and Casualty Company

28143

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Faith Goehring
307 7th Ave
Belle Fourche, SD 57717

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WORD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY | <input type="checkbox"/> | 91-BE-L976-5 | 01/02/2015 | 01/02/2018 | EACH OCCURRENCE \$ 1,000,000 |
| | COMMERCIAL GENERAL LIABILITY | <input type="checkbox"/> | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> | <input type="checkbox"/> | | | | MED EXP (Any one person) \$ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | <input type="checkbox"/> | | | | PERSONAL & ADV INJURY \$ |
| | POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> | <input type="checkbox"/> | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | AUTOMOBILE LIABILITY | <input type="checkbox"/> | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | ANY AUTO | <input type="checkbox"/> | | | | |
| | ALL OWNED AUTOS | <input type="checkbox"/> | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | HIRED AUTOS | <input type="checkbox"/> | | | | BODILY INJURY (Per person) \$ |
| | SCHEDULED AUTOS | <input type="checkbox"/> | | | | BODILY INJURY (Per accident) \$ |
| | NON-OWNED AUTOS | <input type="checkbox"/> | | | | PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB | <input type="checkbox"/> | | | | |
| | EXCESS LIAB | <input type="checkbox"/> | | | | EACH OCCURRENCE \$ |
| | OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> | <input type="checkbox"/> | | | | AGGREGATE \$ |
| | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | <input type="checkbox"/> | | | | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | <input type="checkbox"/> | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Denise Gienger, LSAS

**ROBERT HUNSAKER
OWNER OF HORSES AND CARRIAGE**

ROUTE INTENDED IS:

STARTING AT THE DAYS OF '76 GROUNDS THROUGH THE LOWER RESIDENTIAL AREA, THEN THROUGH THE LOWER PARKING LOT – CROSSING HWY 85 AT THE LOWER END OF MAIN STREET.

DRIVING UP MAIN STREET, PAST THE FRANKLIN TO THE TURN AROUND IN THE AREA OF THE CHAMBER OF COMMERCE BUILDING/PAVELION

THEN BACK DOWN MAIN STREET TO SALOON #10 WHERE THE CEREMONY WILL TAKE PLACE FOR NO MORE THAN 10 MINUTES

THEN THE BRIDE AND GROOM RE-ENTER THE CARRIAGE AND ROB TAKES THE COUPLE BACK TO THE DAYS OF '76 GROUNDS ACROSS HWY 85, THROUGH THE LOWER PARKING LOT AND INTO THE RESIDENTIAL AREA TO ARRIVE AT THE DAYS OF '76 GROUNDS.






CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|------------------------|
| PRODUCER StateFarm  Rod Alexander 625 Mt View Rapid City, SD 57702 | CONTACT NAME: Rod Alexander PHONE (A/C, No, Ext): 605-348-0800 FAX (A/C, No): E-MAIL: ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| INSURED Robert Hunsaker 13976 Downen Rd Fairburn, SD 57738-5026 | | NAIC # 28143 |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-------------------------------------|---------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | 91-B1-3930-9 | 05/07/2014 | 05/07/2015 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | | | PER STATUTE | OTH-ER |
| | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City Of Deadwood
c/o Mary Jo Nelson
102 Sherman St
Deadwood, SD 57732

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rod Alexander

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SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

1/20/15
GA

MAIN OFFICE
208 Island Drive
Ft. Pierre, SD 57532

SATELLITE OFFICE
5024 Bur Oak Place, Suite 103
Sioux Falls, SD 57108

PHONE: 605.224.8654 Option 2
TOLL FREE: 800.658.3633 Option 2

December 31, 2014

Dear SDPAA Members,

Thank you for your owner-membership in the South Dakota Public Assurance Alliance. It is with great excitement that SDPAA staff begins providing administration, marketing, and Member services for you!

Due to the transition of performance of these services from third-party contractor, Hagan Benefits, Inc. (HBI) to "in-house", it is necessary that a new Intergovernmental Contract (IGC) between your entity and the SDPAA be completed. Enclosed please find two IGCs. At your earliest convenience, please have the appropriate authorized person sign them for your entity and return one of them to the SDPAA in the enclosed self-addressed postage paid envelope. The other is for your files. While some language was cleaned up in the document, the only major change was the deletion of references to HBI as the Administrator for SDPAA. We encourage you to review the document with your legal counsel and contact us with any questions.

Also enclosed is a new SDPAA organizational chart with contact information for all of your needs.

Please note our new mailing addresses, new off-hours emergency claims reporting telephone number, and our new website address, www.sdpaaonline.org. We hope you will visit the website often to check out SDPAA news and services!

In addition to new mailing and website addresses, the transition brings other changes which we are very pleased to be able to provide:

- 2015 rate reductions for nearly all coverages
- Cyber Liability Coverage at no expense to Members in 2015
- Enhanced Crime Coverage
- ACH payments for Members choosing to do so
- Enhanced Member Services

Please check out our website for more information regarding coverage and services. Our Member Services and Underwriting staff will be working individually with Members throughout the coming months to ensure you are fully informed of your current coverage and other coverage available through SDPAA.

We look forward to working with you to continue providing broad coverage and great services at stable, competitive rates.

Best Regards,

Judith M. Payne, Executive Director
South Dakota Public Assurance Alliance

South Dakota Public Assurance Alliance

NEW WEBSITE

www.sdpaaonline.org



SDPAA Board of Directors

Executive Director
Judy Payne
605.280.3165

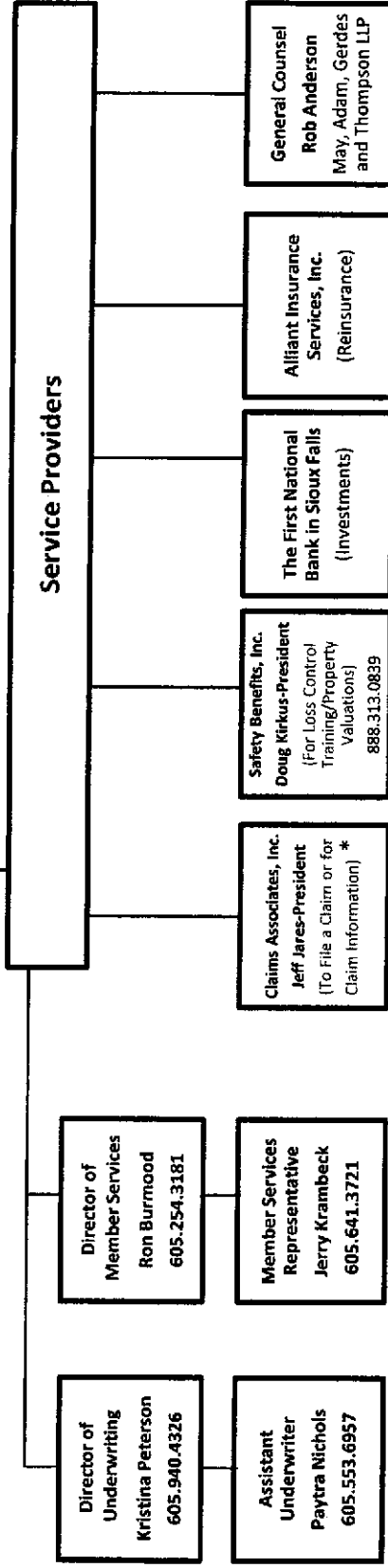
Executive Assistant
Deb Corkill
605.321.8848

**SEND PAYMENTS TO SDPAA
MAIN OFFICE:**

SDPAA
208 ISLAND DRIVE
FT. PIERRE, SD 57532

**SEND OTHER CORRESPONDENCE
TO SDPAA SATELLITE OFFICE:**

SDPAA
5024 BUR OAK PLACE SUITE 103
SIOUX FALLS, SD 57108



To File a Claim and for Claim Information: contact Claims Associates, Inc. via email at sdpaaclaims@claimsassoc.com or by phone at 888.613.7064 or 605.333.9810 or by fax: 605.333.9835

For Loss Control Training/Property Valuations: contact Safety Benefits, Inc. at 888.313.0839 or 605.334.9567

For all other inquiries contact SDPAA staff: at 800.658.3633 or 605.224.8654 (Option 2) Fax: 605.271.7830

Judy Payne jpayne.sdpaa@sdmunicipalleague.org Cell 605.280.3165

Kristina Peterson kpeterson.sdpaa@sdmunicipalleague.org Cell 605.940.4326

Ron Burmood rburmood.sdpaa@sdmunicipalleague.org Cell 605.254.3181

Paytra Nichols pnichols.sdpaa@sdmunicipalleague.org Cell 605.553.6957

Jerry Krambeck jkrambeck.sdpaa@sdmunicipalleague.org Cell 605.641.3721

Deb Corkill dcorkill.sdpaa@sdmunicipalleague.org Cell 605.321.8848

**Employment
Practices Hotline**
888.313.0839

* If an incident results in a fatality, serious bodily injury, or serious property damage, please call our contract claims administration firm, Claims Associates, Inc. immediately.

During Normal Business Hours #:
888.613.7064

After Hours Emergency #:
888.430.2249

**INTERGOVERNMENTAL CONTRACT
FOR THE
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE**

This Contract is made and entered into by the undersigned who, upon execution of the Contract, will become contractually bound with all other signatories.

Whereas, the Acts of the State of South Dakota authorize and/or permit various Governmental Authorities to contract, and;

Whereas, the undersigned desires, along with other such entities, to form or join or reaffirm their membership in a local government risk pool to be known as the South Dakota Public Assurance Alliance, and;

Whereas, pursuant to the authority granted by SDCL ch. 1-26 and any acts amendatory thereto, the undersigned executes this document for purposes of joining or reaffirming membership, by virtue of an intergovernmental contract, the local government risk pool known as the South Dakota Public Assurance Alliance;

Now, therefore, the undersigned executes this Agreement in consideration for other Governmental Authorities executing this Agreement for the purpose of joining or reaffirming their membership in a local government risk pool known as the South Dakota Public Assurance Alliance. The undersigned agrees to abide by the terms and conditions of this Contract and all actions taken pursuant to this Contract. In consideration of the mutual covenants of all signatories to this Intergovernmental Contract it is agreed as follows:

ARTICLE I – NAME

The Pool created by the Contract shall be known as the South Dakota Public Assurance Alliance.

The signatories hereto, together with future signatories, establish a contractual local government risk pool for the purpose of effectuating this Agreement; which Pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of the Agreement.

ARTICLE II – PURPOSE

The purpose of this Agreement is to enter into an Intergovernmental Contract to form a local government risk pool, to provide for joint or cooperative action by Members relative to their financial and administrative resources for the purpose of providing risk management services and risk sharing facilities to the Members and to the Member's employees, and to defend and protect, in accordance with this Agreement, any Member of the Alliance against liability as defined under Pool Retention and in the Member's Risk Sharing Certificate. This Contract and the activities hereunder shall not constitute doing an insurance business. This Agreement is intended to create a contractual relationship and agreement between the signatories.

This Agreement shall constitute a contract among those Governmental Authorities which shall now or at any time enter into this Agreement and become Members of the Alliance.

The liability of each Member is limited to the amount of financial contributions required to be made to the Alliance pursuant to the Agreement except in the event of termination of the Alliance as described in Article XII or in the event of a deficit in the Operating and Cumulative Reserve Funds as provided in Article VIII.

This Agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually.

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member except in the event of termination of the Alliance as described in Article XII or in the event of a deficit in the Operating and Cumulative Reserve Funds as provided in Article VIII.

ARTICLE III – Definitions

In the interpretation of this Agreement the following definitions shall apply unless the context requires another interpretation:

1. Acts --“Acts” shall mean such Acts of the State of South Dakota, pursuant to which this Contract is executed, as the same may be amended from time to time.
2. Administrator -- “Administrator” shall mean the South Dakota Public Assurance Alliance.
3. Agreement --“Agreement” shall mean this Intergovernmental Contract for the South Dakota Public Assurance Alliance and all of the counterparts subsequently executed.
4. Alliance --“Alliance” shall be the sum of all the contracts or contractual obligations of the Members.
5. Annual Operating Contribution --“Annual Operating Contribution” shall mean those amounts necessary to fund the expenses of the Alliance.
6. Basis Rate --“Basis Rate” shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage Afforded to a Member for the period of one year corresponding to the Risk Sharing Certificate effective date with due consideration to the Member’s individual characteristics.
7. Board --“Board” shall mean the Board of Directors of the South Dakota Public Assurance Alliance.
8. Casualty Coverage --“Casualty Coverage” shall mean the coverage afforded a Member for Casualty Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
9. Casualty Risk --“Casualty Risk” shall mean General Liability, Government Officials Liability, Law Enforcement Liability, Automobile Liability and other similar coverages usual to a Governmental Authority. These coverages listed are intended to broadly outline the program provided by the Alliance. A separate coverage document, the Risk Sharing Certificate, itemizing all coverage inclusions, exclusions and conditions will be issued to each Alliance Member and will, in conjunction with the Intergovernmental Contract as amended from time to time, control the Alliance Member’s coverage.
10. Claims Administrator --“Claims Administrator” shall mean any entity with whom the Administrator enters a contract for claims services.
11. Contract(s) --“Contract(s)” shall mean this Agreement and all of its counterparts.
12. Cumulative Reserve Fund --“Cumulative Reserve Fund” shall mean those amounts paid by Members pursuant to Articles VIII and IX and designated as “Net Assets-Restricted” in the Alliance’s financial statements.
13. Cumulative Reserve Fund Contributions --“Cumulative Reserve Fund Contribution” shall mean those amounts paid by Members and allocated to fund the Cumulative Reserve Fund.

14. Deductibles --"Deductibles" may be applied as appropriate to the individual risk subject to the approval of the Administrator.
15. Governmental Authority --"Governmental Authority" shall mean a public agency or any joint power agreement or separate entities consisting entirely of public agencies as defined in the Act.
16. Limits of Coverage --"Limits of Coverage" shall mean the Alliance offers limits of liability coverage up to \$5,000,000 per line of coverage or any additional amounts as determined by the Board.
17. Member --"Member" shall mean a Governmental Authority participating in the South Dakota Public Assurance Alliance by executing this Agreement.
18. Member's Contribution --"Member's Contribution" shall mean all amounts paid by Members and allocated to the Operating Fund or Cumulative Reserve Fund.
19. Operating Fund --"Operating Fund" shall mean those amounts allocated to and designated as "Net Assets-Unrestricted" in the Alliance's financial statements, as a result of increasing such amounts by the Annual Operating Contribution and investment income, and subtracting the expenses of the Alliance. Such amounts shall exclude the Cumulative Reserve Fund Contribution and payments made by the Alliance to return the Cumulative Reserve Fund Contribution to each Member.
20. Pool --"Pool" shall mean the cumulative funds collected under this Contract and the contractual activities conducted hereunder, also sometimes referred to as the Alliance. The Pool is the sum of all Members' funds and contractual duties, benefits and obligations.
21. Pool Retention --"Pool Retention" shall mean the Alliance may retain a designated retention as determined by the Board.
22. Property Coverage --"Property Coverage" shall mean the coverage afforded a Member for Property Risk, pursuant to the Member's Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
23. Property Risk --"Property Risk" shall mean Property, Vehicle Physical Damage, Inland Marine, Fidelity, Boiler and Machinery, and other similar coverages usual to a Governmental Authority. These coverages listed are intended to broadly outline the program offered by the Alliance. A separate coverage document, the Risk Sharing Certificate, itemizing all coverage inclusions, exclusions and conditions will be issued to each Alliance Member and will, in conjunction with the Intergovernmental Contract as amended from time to time, control the Alliance Member's coverage.
24. Risk Sharing Certificate --"Risk Sharing Certificate" shall mean that document provided a Member evidencing the scope, nature, term, and limits of participation in the Alliance.
25. Scope of Coverage --"Scope of Coverage" shall mean the coverage, limits and deductibles as defined in this Agreement and subsequent amendments thereto.

ARTICLE IV – MEMBERSHIP

Contractual membership of the Alliance shall consist of Governmental Authorities who have entered into this Agreement or its counterpart by and through an individual duly authorized to execute this Agreement, and

who have agreed to make the Member's Contribution pursuant to the further provisions hereof. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed unless the provisions for withdrawal or termination are applied.

Each Member shall appoint an individual and an alternate to represent the Member with the Alliance. That individual or alternate shall act as a liaison between the Member and the Alliance for purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Agreement and the rules and regulations established hereunder. The individual or alternate shall cast, on behalf of the Member, any vote which the Member is required or permitted to cast.

The obligations of Members of the Alliance shall include but not necessarily be limited to the following:

1. To promptly report to the Administrator or designated Claims Administrator any incident which could result in a claim being made by or against the Member within the Scope of Coverage.
2. To cooperate with and institute to the degree possible all loss prevention procedures established by the Administrator.
3. To provide to the Administrator such information as needed for rating purposes, including but not limited to, an audit prepared by the Member's staff or a Certified Public Accounts of all revenues and expenditures for any fiscal year of the Member requested by the Administrator.
4. To provide representatives of the Administrator access to all records, including financial records and/or properties of the Member provided the Administrator determines the information or access is necessary.
5. To cooperate with the Administrator and any employee, officer or independent contractor relating to the purpose and powers of the Alliance.
6. To allow attorneys and others employed by the Administrator to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Alliance.
7. To pay when due all annual contributions or other contributions, due or required, pursuant to this Agreement.

ARTICLE V – BOARD OF DIRECTORS

1. Administration of the Contract(s). The administration of this Contract(s) and management of the Alliance shall be governed by a Board of Directors of nine (9) members comprised of six (6) municipal representatives and three (3) county representatives. The Executive Directors of the South Dakota Municipal League and the South Dakota Association of County commissioners shall attend Board of Directors meetings and participate in an advisory, non-voting capacity.
2. Qualifications of Members of the Board. Members of the Board shall be either:
 - a. Elected officials of an Alliance Member, or
 - b. Representatives, employees or appointed officials of an Alliance Member provided the governing board or the member in question has supported their appointment or candidacy by Resolution.
3. Eligibility and Vacancies. Should the number of members of the Board become reduced due to disqualification, death, incompetence, resignation or other cause, the remaining members of the Board may appoint a person or persons to fill such a vacancy or vacancies until the time of the next annual meeting of the South Dakota Public Assurance Alliance so that the Board shall be maintained numerically

during that time. At the next annual meeting of the South Dakota Public Assurance Alliance, the Nominating Committee of the Board of Directors shall recommend one candidate to fill each vacant position on the Board for the remainder of the term left open and Member entities of the South Dakota Public Assurance Alliance present at that annual meeting shall vote on the candidate recommended by the Nominating Committee in the manner described in paragraph 4 below. Any member of the Board may resign by sending notice of his/her resignation to the Chairman of the Board and the Administrator.

4. Term of Members of the Board. An election shall be held at the annual meeting of the South Dakota Public Assurance Alliance to fill any Board position that is open, or will become open as the result of an expiring term or vacancy as described in paragraph 3 above. Applications for all open positions to be filled at such an election shall be submitted in writing to the Nominating Committee of the Board of Directors at least thirty (30) days prior to the date of the South Dakota Public Assurance Alliance annual meeting in question. The Nominating Committee will consider all applications received and recommend one candidate to fill each open Board position. The election held at the annual meeting of the South Dakota Public Assurance Alliance shall be determined by a majority of those Alliance Member entities present and voting at the annual meeting with each Member entity having one vote. A candidate recommended by the Nominating Committee and nominated at the annual meeting shall be deemed elected if he/she receives more than 50% of the votes cast by those Member entities present and voting at the election. If the candidate nominated fails to receive a majority of votes cast at the election then the Nominating Committee shall recommend a second person to stand at election at the same annual meeting. Board members elected at such an election shall take office on the following January 1. All Board members shall be elected to a three (3) year term. A Board member may be removed for just cause by a majority vote of the Board of Directors. There shall be no prohibition on election to successive terms.
5. Meetings of the Board. The Board of Directors shall hold its annual meeting in conjunction with the annual meeting of the South Dakota Municipal League. The Board shall meet at such other times as called by the Chairman. Any item of Alliance business may be considered at such meetings. Special meetings may be called by a majority of the Board of Directors. Meetings may be held by telephone or by written executed document.
6. Executive Committee. The Executive Committee shall be comprised of officers elected by the Board. The Executive Director of the South Dakota Municipal League shall also serve on the Executive Committee. The Committee shall be chaired by the Chairman of the Board. The Committee shall inform and direct the Executive Director of the South Dakota Public Assurance Alliance on Board policy and shall exercise powers for and on behalf of the Board as it deems necessary for the prudent operation and management of the Alliance until matter requiring Board action are considered at the next Board meeting.
7. Officers. By majority vote, the Board of Directors, at its December Board meeting, shall select from the members of the Board, a Chairman, Vice-Chairman, Secretary, and Treasurer.
8. Any member of the Board who has two (2) unexcused absences from the meetings of the Board in any one (1) calendar year may be replaced by the Board.

ARTICLE VI – POWERS AND DUTIES

The Board of Directors shall be permitted and the undersigned authorizes it to perform and carry out, or delegate to others to perform and carry out, on behalf of the undersigned, each and every act necessary, convenient or desirable to, and for carrying out the purpose of this Contract and the Alliance, including but not limited to:

1. Administer the Alliance, receive Member's Contributions (contracted obligations) to the Alliance, and settle and pay claims and losses on behalf of its Members;
2. Make and enter into contracts to conduct and operate the Alliance;

3. Employ employees and agents on behalf of the undersigned;
4. Incur liabilities and charges against the common funds of the Alliance, but no charge, liability or obligation so incurred shall be the charge, liability or obligation of any individual party to this Agreement;
5. Sue or be sued in the Member's name or collective names, and defend such claims;
6. Acquire, or dispose of personal property;
7. Advise Members on loss control guidelines and procedures, and provide Members with risk management services, loss control and risk reduction information;
8. Purchase for the Members, reinsurance and/or excess insurance and/or enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Alliance itself;
9. Invest, on behalf of the Members, Alliance funds in securities and investments in a prudent and lawful manner;
10. Promulgate procedures and regulations for the general administration of this Contract(s);
11. Take such action as is necessary to terminate the participation/contract of any Member that fails to comply with the reasonable requirements of the Administrator concerning contractual obligations.
12. Provide surety and/or fidelity bonds, as may be available, for members of the Board, and all persons charged with the custody or investment of Alliance monies.

ARTICLE VII – LIABILITY OF THE BOARD OF DIRECTORS, ADMINISTRATOR, OR EMPLOYEES.

The members of the Board of Directors, the Administrator, its directors, officers, and employees shall:

1. Use reasonable and ordinary care in the exercise of their duties hereunder;
2. Be afforded all of the privileges and immunities that may attach under any applicable law;
3. Not be liable for, and be held harmless and defended by the undersigned and from Alliance funds, for any act of negligence, any mistake of judgment or any other action made, taken or omitted in good faith;
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds;

The Administrator may purchase, subject to availability and cost, insurance providing coverage for the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees.

The undersigned shall and the funds of the Alliance shall be used to hold harmless and defend the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees for any act or omission taken or omitted in good faith by the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees. The hold harmless and indemnity provisions of the undersigned shall be joint and several with all signatories to this Contract; provided, however, this obligation shall be considered an expense of the Alliance and in no event shall any individual signator be liable for more than its pro rata annual contribution herein except in the event of termination of the Alliance as described in Article XII or in the event of a deficit in the Operating and Cumulative Reserve Funds as provided in Article VIII. Nothing contained herein shall be construed as to require the undersigned to hold harmless or defend any party from any act done in bad faith or any breach of a fiduciary duty.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board of Director or the Administrator nor any of its employees and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities, obligations or duties contemplated in the carrying out of the Agreement, whether by virtue of any construction, statute or rule of law.

ARTICLE VIII – ESTABLISHMENT OF OPERATING FUND

1. The Board shall establish a budget which shall consist of Member's Contributions in amounts not less than the Administrator deems sufficient to annually produce the sum of money reasonably necessary to fund the expenses and any deficiencies which may occur in the Alliance's Operating Fund and Cumulative Reserve Fund regulatory authority; the sum of which shall be known as the Annual Budget.
2. Thirty (30) days prior to the Alliance's fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an Annual Budget for the succeeding fiscal year. The Annual Budget shall be used to assist in determining the annual rates for the Alliance. The rates determined by the approval of the Annual Budget by the Board of Directors are used to determine the contributions for each Member, based on their exposures. Member's Annual Operating Contributions will be determined on an individual basis, based on detailed analysis of exposures and for a one (1) year period from their Risk Sharing Certificate effective date of coverage.
3. In the event that the Operating Fund is exhausted during any Alliance fiscal year, any funds required to fulfill the purpose of the Operating Fund shall be allocated from the Cumulative Reserve Fund. The sum allocated shall constitute a deficiency in the Cumulative Reserve Fund. This deficiency in the Cumulative Reserve Fund shall be allocated to the Members at the time withdrawn, on a pro rata basis determined by the Board. This deficit in the Cumulative Reserve Fund shall be made up in subsequent years with any excess of income over expenses in the Operating Fund being transferred to the Cumulative Reserve Fund instead of "Net Assets-Unrestricted" in the Operating Fund.

ARTICLE IX – ESTABLISHMENT OF CUMULATIVE RESERVE FUND

Members shall make Member's Contributions to the Alliance pursuant to Article VIII. For Members with casualty coverage, their Member's Contribution shall be allocated between the Annual Operating Contribution and the Cumulative Reserve Fund Contribution as determined by the Board. No such allocation shall be made for Property Coverage as all Members' Contributions for Property Coverage shall be allocated to Annual Operating Contributions. The allocation of Member's contributions to the Cumulative Reserve Fund shall be based on each Member's Basis Rate in accordance with the following schedule:

| | |
|----------------------|--------------------|
| Initial Contribution | 100% of Basis Rate |
| First Anniversary | 75% of Basis Rate |
| Second Anniversary | 50% of Basis Rate |
| Third Anniversary | 30% of Basis Rate |
| Fourth Anniversary | 25% of Basis Rate |
| Fifth Anniversary | 20% of Basis Rate |

Thereafter, no contributions shall be made to the Cumulative Reserve Fund unless the Board shall require contributions for the purpose of maintaining the Cumulative Reserve Fund at a level equal to 300% of the total current Basis Rates of all Members or to comply with the requirements of any applicable regulatory authority having jurisdiction over the Alliance. The Cumulative Reserve Fund does not apply to Property Coverage.

ARTICLE X – MEMBER'S WITHDRAWAL, CANCELLATION, OR TERMINATION

1. Members agree to continue membership for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member who has given sixty (60) days prior written notice to the

Alliance may withdraw. With 120 days following withdrawal, or as soon thereafter as the next Annual Budget is completed, the Alliance will refund to the withdrawing Member that percentage of those Cumulative Reserve Fund Contributions made to the Alliance, for Casualty Coverage, by said withdrawing Member, according to the following schedule:

| | |
|--|------|
| End of Member's First Full Year | 50% |
| End of Member's Second Full Year | 60% |
| End of Member's Third Full Year | 70% |
| End of Member's Fourth Full Year | 80% |
| End of Member's Fifth Full Year | 90% |
| End of Member's Sixth Full Year and thereafter | 100% |

The Alliance shall deduct from such refund the Member's Contribution which the withdrawing Member would have made for the one (1) year period following withdrawal together with the withdrawing Member's proportionate share (determined in the manner set forth in Article VIII above) of any deficiency in the Cumulative Reserve Fund created pursuant to paragraph 3 of Article VIII.

Anything contained in this Agreement to the contrary notwithstanding, a Member's election to cease participation in the Alliance for Property Coverage shall not constitute a withdrawal under any other terms and conditions of the Agreement. Property Coverage applies only to losses or claims, which occur prior to the termination date. All rights for reimbursement or any right to claims against the Alliance shall terminate for Property losses which occur after the termination date.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all known and unknown Casualty Coverage claims or claims expense shall thereafter become the sole responsibility of the withdrawing Member without regard to whether a claim occurred or was reported prior to the withdrawal of the Member's participation in the Alliance.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all Property claims and claim expense occurred thereafter shall become the sole responsibility of the withdrawing Member. Any Property claim reported in a timely manner not to exceed sixty (60) days after its occurrence, shall be covered by the Alliance if the claim occurred during the period the Risk Sharing Certificate was in effect and it coverage is otherwise available under the Risk Sharing Certificate.

At the request of the withdrawing Member, the Alliance will continue to service all claims which have been reported to the Alliance during the withdrawing Member's period of participation so long as the withdrawing Member shall promptly reimburse the Alliance for all claims expenses incurred. Payment of all claims so serviced by the Alliance for the withdrawing Member shall be the sole responsibility of the withdrawing Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph.

Anything contained in this Agreement to the contrary notwithstanding, a Member that has given notice of withdrawal may rescind said notice provided written notice of rescission is sent to the Alliance within the sixty (60) day period and provided further all contributions required from said Member are made in a timely fashion.

2. The Alliance may, by a two thirds (2/3) majority of the Board and by providing a Member sixty (60) days Prior written notice, cancel that Member's participation in the Alliance and terminate its Intergovernmental Contract effective at the end of any Risk Sharing Certificate year. Thereafter, it shall be the responsibility of the Alliance to defend, settle and pay claims within the scope and limits set forth in the cancelled Member's Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This provision shall apply solely to claims which occurred during a Member's participation and evidenced by the Member's Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Alliance by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article.

Failing to elect to give notice of withdrawal, the cancelled Member forfeits all rights to refund of those Cumulative Reserve Fund Contributions made to the Alliance by said cancelled Member.

3. Any Member failing to make payments when due as required by this Agreement, shall be terminated from the Alliance effective on the date the payment was due and upon that effective date of termination all coverages and benefits hereunder shall cease. All known and unknown claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the alliance. At the request of the terminated Member, the Alliance will continue to service all claims which have been reported to the Alliance during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Alliance for all claims the terminated Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. The terminated Member shall also forfeit all rights to any return of contributions including its vested interest in the Cumulative Reserve Fund. The Alliance shall apply any or all of the terminated Member's forfeited funds to the Operating Fund. If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate such membership.

ARTICLE XI – SCOPE OF RISK SHARING PROTECTION

1. The Alliance provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures established for the payment of claims as provided in the Member's Risk Sharing Certificate. As long as a Member continues to renew its annual Risk Sharing Certificate, any claim that occurred during the period the Risk Sharing Certificate is in effect shall be considered for payment as provided in the Member's Risk Sharing Certificate.
2. The Alliance may obtain excess insurance, reinsurance, or join in excess risk sharing pools.
3. In the event that a claim or series of claims exceeds the amount of the risk sharing protection provided by the Member's Risk Sharing Certificate, or in the event that a claim or a series of claims should exhaust the Operating Fund, the Cumulative Reserve Fund, and any reinsurance, then payment of valid claims shall be the sole and separate obligation of the individual Member or Members against whom the claim was made and perfected by litigation or settlement.
4. A Member may purchase, in its sole discretion, any insurance coverage in addition to those amounts purchased by the Alliance.
5. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection or risk sharing retention by the Alliance upon consideration of the needs and requirements of Members, loss experience, and/or the kind and amounts of reinsurance or other excess coverage available. Where the Board takes such action, immediate notice after taking of such action shall be sent to all Members (or their representatives).

XII – TERMINATION

The Alliance shall terminate at such time as two-thirds (2/3) of the municipal and county Members vote for such termination. After a vote to terminate, the Board shall commence with the orderly liquidation of the Alliance's business and shall complete the same as promptly as possible. During such period of liquidation the Alliance shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After payment of all claims and losses, any remaining funds held by the Alliance shall be paid to all Members of the Alliance at the time of the vote of termination, on a pro rata basis determined by the Board.

To the extent of the existence of funds in the Operating Fund and Cumulative Reserve Fund, no Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members. If upon termination of the Alliance the remaining assets of the Alliance are insufficient to satisfy indebtedness of the

Alliance (excluding claims or judgments against the Members), such deficiency shall be made up by assessments against Members of the Alliance on a pro rata basis determined by the Board.

XIII – MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall be interpreted pursuant to the laws of the State of South Dakota.
2. The parties hereto consent that courts in the State of South Dakota shall have jurisdiction over any dispute arising under this Agreement. The terms of this Agreement may be enforced in a court of law in the State of South Dakota either by the Alliance or by any Member.
3. The consideration for the obligations imposed upon Members pursuant to and under this Agreement shall be based upon the mutual promises and agreements of all Members who now execute or who hereinafter execute this Agreement.
4. This Agreement may be executed in duplicate originals or counterparts now or at any time in the future. The individual executing this Agreement on behalf of the participating Member hereby represents and certifies that he/she is duly empowered to so execute this document.
5. No waiver of any breach of this Agreement or any provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance or any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
6. This Agreement shall be binding and shall inure to the benefit of all Members who shall have executed this Agreement and complied with the financial requirements hereunder and provided that the Members shall have been duly approved in accordance with the terms and provisions of this Agreement.
7. The provisions of this Agreement shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.
8. This Agreement and the Risk Sharing Certificate contain the complete Agreement between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Agreement. In the event that any provision of this Agreement is in conflict with or is incompatible with such, the terms and conditions of this Agreement shall prevail and take precedence.
9. This Agreement may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Agreement; provided, however, that the Risk Sharing Certificate may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this paragraph.
10. The caption headings used in the Agreement are used merely for identification purposes and shall not be deemed a part of this Agreement.
11. Whenever in this Agreement words, including pronouns are used in the singular or plural, or masculine or feminine, they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.
12. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the members of the Board; all Members agree to properly execute and adopt amendments so approved.

13. The Board may, with the approval of two-thirds (2/3) of the members of the Board, elect to reform or reconstitute the Alliance to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk sharing entity.

14. The Alliance shall maintain a fiscal year ending December 31.

ARTICLE XIV – AGENT AND OFFICE

The agent of the Alliance for service of notice shall be the Administrator, 208 Island Drive, Ft. Pierre, SD 57532.

ARTICLE XV – NOTICE

All notices required to be given under this Agreement shall be in writing and sent certified mail, return receipt requested, with postage prepaid. Notices by a Member to the Alliance shall be sent to the address in Article XV to the attention of the Administrator. Notices to any Member shall be sent to the representative of the Member at the Member's last known address.

In the events that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions in this Article.

In Witness whereof, this Agreement was executed on the ____ day of _____, in the year _____, by the undersigned duly authorized officer of the Governmental Authority indicted below:

GOVERNMENTAL
AUTHORITY: _____

By: _____

TITLE: _____

ACCEPTED FOR THE
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

By:  _____

TITLE: Executive Director

ADMINISTRATOR ON BEHALF OF ALL OTHER
CURRENT AND FUTURE SIGNATORIES

Approved by the South Dakota Public Assurance Board of Directors on December 4-5, 2014.
Source: December 4-5, 2014 Board of Directors meeting Minutes



SOUTH DAKOTA

DEPARTMENT OF PUBLIC SAFETY

prevention — protection — enforcement

Deadwood Police Department
Attn: Finance Office
100 Sherman Street
Deadwood, SD 57732

1/20/15
60
424
C

01/07/2015

Invoice # N145137SR

Teletype Service from 01/01/2015 to 06/30/2015 6 months @ \$ 390.00 \$2,340.00

Current Billing: \$2,340.00

Direct questions to Heather Nachtigal at (605) 773-5016 or heather.nachtigal@state.sd.us

(Please make check payable to SD Department of Public Safety.)

Remit Payment to:

SD Department of Public Safety
Attn: Mary Walter
118 W Capitol Ave
Pierre, SD 57501

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

1-20-15
6G
KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: January 15, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 2015 ESRI GIS Software Maintenance Schedule

The maintenance for the ESRI GIS software is due for 2015 (attached). The maintenance agreement runs from April 5, 2015 through April 4, 2016. This is the annual fee and provides upgrades, maintenance and technical support for the software. This office works closely with the Lawrence County's office of equalization with regards to the geographic information services and mapping.

Below is a breakdown of the City Departments and users of GIS. The maintenance fees for each department are the responsibilities of that department per the budgeting process. The Fire Department contracts directly with ESRI for their GIS maintenance and upgrades.

Historic Preservation

| | | |
|------------|--|------------|
| Server | ArcGIS for Desktop Advanced (formerly ArcInfo) | \$3,000.00 |
| Concurrent | Historic Preservation Officer | \$500.00 |
| Concurrent | Archivist | \$500.00 |
| Arc3-D | Analyst | \$500.00 |
| Server | ArcGIS Server Enterprise | \$3,000.00 |
| Server | ArcGIS IMS (Internet Mapping) | \$2,000.00 |
| Subtotal | | \$9,500.00 |

Public Works

| | | |
|------------|------------------------|------------|
| Concurrent | Public Works Station | \$700.00 |
| Single | Building Inspector | \$400.00 |
| Concurrent | ArcGIS Network Analyst | \$500.00 |
| Subtotal | | \$1,600.00 |

Planning & Zoning

| | | |
|------------|--------------------------|----------|
| Single | Zoning Administrator | \$400.00 |
| Concurrent | Administrative Assistant | \$500.00 |
| Subtotal | | \$900.00 |

GIS Maintenance Total **\$12,000.00**

Recommended Motion: Approve GIS Maintenance package for 2015 at a cost of \$12,000.00 from various budgeted line items within the respective departments.



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 01/02/2015
To: Kevin Kuchenbecker
Organization: City of Deadwood
Planning & Preservation Office
Fax #: 605-578-2084 **Phone #:** 605-578-2082

From: Alan Chrest
Fax #: 909-793-4801 **Phone #:** 888-377-4575 Ext. 2857
Email: achrest@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #25667166
Document Date: 01/02/2015

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752857
Fax #: 909-793-4801

Quotation

Date: 01/02/2015**Quotation Number:** 25667166

City of Deadwood
Planning & Preservation Office
102 Sherman St
Deadwood SD 57732
Attn: Kevin Kuchenbecker

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Alan Chrest

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

Customer Number: 272559

For questions regarding this document, please contact Customer Service at 888-377-4575.

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|---|------------|----------------|
| 10 | 1 | 52384 ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 04/05/2015 End Date: 04/04/2016 | 3,000.00 | 3,000.00 |
| 1010 | 1 | 87194 ArcGIS for Desktop Basic Concurrent Use Primary Maintenance Start Date: 04/05/2015 End Date: 04/04/2016 | 700.00 | 700.00 |
| 2010 | 3 | 87195 ArcGIS for Desktop Basic Concurrent Use Secondary Maintenance Start Date: 04/05/2015 End Date: 04/04/2016 | 500.00 | 1,500.00 |
| 3010 | 1 | 87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 04/05/2015 End Date: 04/04/2016 | 500.00 | 500.00 |
| 4010 | 2 | 87192 | 400.00 | 800.00 |

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Alan Chrest**Ext:** 2857

[CHRESTA]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752857
Fax #: 909-793-4801

Quotation

Page 2

Date: 01/02/2015

Quotation Number: 25667166

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|---|----------------------|---------------------|
| | | ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 04/05/2015 End Date: 04/04/2016 | | |
| 5010 | 1 | 100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 04/05/2015 End Date: 04/04/2016 | 500.00 | 500.00 |
| 6010 | 1 | 109217 ArcGIS for Server Enterprise Basic Up to Four Cores Maintenance Start Date: 04/05/2015 End Date: 04/04/2016 | 3,000.00 | 3,000.00 |
| 7010 | 2 | 109842 ArcGIS for Server Workgroup Standard One Core Additional Migrated Maintenance Start Date: 04/05/2015 End Date: 04/04/2016 | 500.00 | 1,000.00 |
| 8010 | 1 | 109845 ArcGIS for Server Workgroup Standard Up to Two Cores Migrated Maintenance Start Date: 04/05/2015 End Date: 04/04/2016 | 1,000.00 | 1,000.00 |
| | | | Subtotal | 12,000.00 |
| | | | Estimated Tax | 0.00 |
| | | | Total | \$ 12,000.00 |

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CHRESTA]



esri

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752857
Fax #: 909-793-4801

Quotation

Page 3

Date: 01/02/2015

Quotation No: 25667166

Customer No: 272559

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|-----------|------------|----------------|
|------|-----|-----------|------------|----------------|

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[CHRESTA]

CITY OF
DEADWOOD

PUBLIC WORKS DEPARTMENT

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

1/20/15
line locator
6H

January 14, 2015

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Budgeted Purchase for a New Line Locator

SUMMARY

The Water Dept. uses a line locator to identify routing of underground water lines throughout the city. This is required whenever any kind of excavation project, within the city, occurs.

The current line locator is over 20 years old and is no longer reliable. With the Highway 85 project getting into full swing, this Spring, timely line locates will become more critical.

Metrotech brand is the preferred brand of line locator, with a good history of reliability for us. Ferguson Waterworks is the regional supplier for Metrotech and we have a quote for \$4,195.66

RECOMMENDATION

It is my recommendation that we purchase a Metrotech 9800 locator from Ferguson Waterworks for \$4,195.66



FERGUSON WATERWORKS #2518
1694 91ST E AVE NE
BLAINE, MN 55449-4311

1/20/15

| | |
|-------------|----------------|
| Deliver To: | |
| From: | Bill Betsinger |
| Comments: | |

12:41:58 JUL 14 2014

FERGUSON WATERWORKS #2516

Price Quotation

Page # 1

Phone : 763-560-5200

Fax : 763-560-1799

Bid No.....: B034543

Bid Date.....: 07/14/14

Cust Phone: 605-578-2600

Quoted By..: WTB

Terms.....: NET 10TH PROX

Customer: CITY OF DEADWOOD
62-1/2 DUNLOP AVE
102 SHIRMAN
DEADWOOD, SD 57732

Ship To: CITY OF DEADWOOD
62-1/2 DUNLOP AVE
DEADWOOD, SD 57732

Cust PO#....: DON

Job Name: 62-1/2 DUNLOP AVE

| Item | Description | Quantity | Net Price | UM | Total |
|--------------|-------------------------------------|----------|-----------|----|---------|
| M9800B007H | METROTECH 9800 LOCATOR HARD CASE *Z | 1 | 3860.660 | EA | 3860.66 |
| M12000300012 | 4 INDUCTION CLMP V SER *Z | 1 | 335.000 | EA | 335.00 |
| | TOTAL LIST PRICE \$4595.66 | | | | |
| | -\$400.00 OFF | | | | |
| | PLUS TAX AND SHIPPING | | | | |

| | |
|-------------------|-----------|
| Net Total: | \$4195.66 |
| Tax: | \$0.00 |
| Freight: | \$0.00 |
| Total: | \$4195.66 |

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html. Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

1-20-15
6 I

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
TALLGRASS LANDSCAPE ARCHITECTURE, LLC
CONCERNING DEADWOOD ENTRANCE SIGNS**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and TALLGRASS LANDSCAPE ARCHITECTURE, LLC, with its principal place of business located at 25138 Little Italy Road, Custer, SD 57730, hereinafter referred to as "TALLGRASS;"

WHEREAS, TALLGRASS has agreed to provide design services for site improvements at the five entrance signs to the City of Deadwood; and

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

WHEREAS, the CITY has accepted the proposal from TALLGRASS and provide compensation in a lump sum fee of Thirteen Thousand Nine Hundred Seventy-Two and 50/100s Dollars (\$13,972.50), plus construction administration allowance of \$2,000, mileage and reimbursable expenses. Site survey fees, electrical engineering fees, 3D models of all site elements, preparation of documents suitable for review for compliance with applicable governmental requirements and assistance to contractor in submission process to governmental agencies and post construction services are not included.

The parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. TALLGRASS shall work with City staff to identify the unique circumstances at each sign, to include a site visit, review previously created construction documents, photo document each site in present condition, identify existing and proposed site conditions and features such as topography, drainage patterns,

vegetation, water elements, structures, views and known offsite consideration, and confirm general location of available utilities;

3. TALLGRASS shall work with the State of South Dakota Department of Transportation to incorporate their concerns into any modifications that are made within the Right of Way (vehicular pull-offs);
4. TALLGRASS shall develop a schematic plan for modifications to each of the five sites, to include preparation of studies and relational diagrams, preparation of drawings illustrating; and evaluation of alternative design concepts; draft documents, detailed sketches, supplemental drawings, and outline specifications
5. TALLGRASS shall develop a schematic presentation that represents these changes and present this schematic presentation of the proposed changes at each sign to appropriate committees for approval;
6. TALLGRASS shall develop bid documents, coordinate a bid process and assist the City receive bids, identify the contractor and establish price, to include construction plans and details, construction specifications, opinion of probable cost, preparation of documents for compliance with governmental agencies, prepare Project Manual; coordinate advertisement of bids, evaluate pre-bid qualification submissions, conduct pre-bid conference, clarify construction documents and issue addenda, attend bid opening, review bids and recommend contractor.
7. TALLGRASS shall assist the City with contract negotiation.
8. TALLGRASS shall provide construction administration services on an as-needed basis when requested
9. TALLGRASS shall present schematic presentation by March 15, informal design development shall be ready review by May 1, 2015, and construction documents and bidding beginning by June 1, 2015.
10. TALLGRASS shall indemnify, defend and hold CITY harmless from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expenses including attorney fees arising out of or in connection with any conduct or work of TALLGRASS as set forth in this agreement;
11. TALLGRASS shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
12. Upon completion of services described above, CITY shall pay a lump sum fee of Thirteen Thousand Nine Hundred Seventy-Two and 50/100s Dollars (\$13,972.50), plus mileage and reimbursement for certain expenses (e.g. postage

and copying and printing);

13. In the event of significant changes to contract, TALLGRASS shall provide notice and estimates to CITY for review and potential approval. By no means shall additional expenses be incurred on behalf of CITY unless agreed to in writing;
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 M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

TALLGRASS LANDSCAPE ARCHITECTURE, LLC

By: _____
Matt Fridell

Its: _____

State of South Dakota)
) SS
County of _____)

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

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

(SEAL)

Notary Public
My Commission Expires: _____



Grant Thornton LLP
200 South Sixth Street
Ste 1400
Minneapolis, MN 55402-1434

T 612.332.0001
F 612.332.8361
www.GrantThornton.com

This address should be used for correspondence only
For all payments, kindly use remittance instructions below

To: City of Deadwood
Ms. Mary Jo Nelson
102 Sherman Street
Deadwood, SD 57732

Date: January 14, 2015

Bill Number: 952829083

Client-Assignment Code: 0177240-00005

Invoice for rebate services relating to the final calculation for the issuer's
Refunding Certificates of Participation, Series 2009 issue for the period ending
November 1, 2014 and preparation of report on behalf of the City of Deadwood,
South Dakota

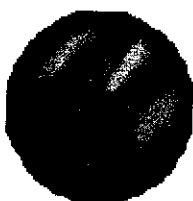
REFERENCE/BILL NO. MUST BE ON WIRE TRANSFER OR CHECK
TO ENSURE PROPER CREDIT

\$ 4,000.00

Total Amount of Bill:

\$ 4,000.00

Terms: As agreed upon
Federal ID No. 36-6055558



The Arbitrage
Rebate Requirements

The Arbitrage
Rebate Requirements

The Arbitrage
Rebate Requirements

Contact Us

Get a Free Quote

Get a Free Quote



The Arbitrage Group, Inc.

General Information on the Federal Arbitrage Rebate Requirements

Note to Commission —

Additional info on arbitrage

M.J.

What is Arbitrage?

Arbitrage is the ability to obtain tax-exempt bond proceeds and invest the funds in higher yielding taxable securities, resulting in a profit.

Basic Purposes for the Arbitrage Regulations

Abuses associated with tax-exempt financings have led the Federal Government to issue regulations to restrict the use of tax-exempt bond proceeds. The two primary purposes expressed by the regulations for establishing the arbitrage laws are: 1) to minimize the benefits of investing tax-exempt bond proceeds, and 2) to remove the incentive to issue more bonds, issue bonds earlier, or to leave bonds outstanding longer than necessary to carry out the governmental purpose of the issue.

What are the Arbitrage Laws?

The arbitrage laws are issued by either Congress or the Treasury Department. The hierarchy of these laws are: the Internal Revenue Code of 1986 as amended (the "Code"), Treasury Regulations, Revenue Procedures and Private Letter Rulings. To minimize the benefit of investing tax-exempt bond proceeds the arbitrage rebate requirements were imposed by Section 148(f)(2) of the Code.

What are the Arbitrage Rebate Requirements?

Generally, tax-exempt bond issues which were issued on or after September 1, 1986 are subject to the arbitrage rebate requirements. The arbitrage rebate requirements require that any profit or "arbitrage" be "rebated" to the Federal Government.

The rebate amount due to the Federal Government is equal to the excess of the amount earned on all nonpurpose investments purchased with gross proceeds of the bonds over the amount which would have been earned if such nonpurpose investments were invested at a rate equal to the yield on the bonds.

How is the Rebate Amount Due Calculated?

The general steps to calculate the rebate liability are: 1) calculate the yield on the bonds, 2) calculate the actual earnings on all non-purpose investment activity purchased with gross proceeds of the bonds, 3) calculate the allowable earnings on the non-purpose investment activity assuming the investments were earning at a rate equal to the bond yield, and 4) future value the difference from the actual payment or receipt date to the Computation Date at a rate equal to the yield on the bond issue.

When is the Rebate Liability due to the IRS?

A rebate computation and payment to the Federal Government, if applicable, is required to be made at least every five years or each "Rebate Installment Computation Date" and upon final redemption or maturity of the bonds "Final Rebate Computation Date". The payment is due to the Federal Government within 60 days from either each Rebate Installment Computation Date or Final Rebate Computation Date.

Failure to Comply with the Rebate Requirements

Failure to comply with these Federal Rebate Requirements could lead to substantial late filing penalties and interest and or, potentially the loss of tax-exempt status for the bonds.

Caveats

In addition to the many intricacies of the Code and the Regulations, there are various exceptions to rebate which an Issuer may qualify for, and there are various elections that can be made by the Issuer which will have an impact on the rebate calculation and the timing of any payments due to the Federal Government.

[Arbitrage Rebate](#) | [Math Verification](#) | [The Group & Its Partners](#) | [Contact Us](#) | [Fee Quote](#) | [Related Links](#)

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Ken Hawki

Lawrence County Emergency Planning Commission (Chairman)

South Dakota Emergency Management Assistance Team (Exec. Board)

All Hazards Incident Management Assistance Team.

South Dakota Firefighter Practical test team Evaluator

Deadwood CIP (Emergency Services and Parks & Rec.)

1-20-15
6K

Mary Jo Nelson

1-20-15
6K Cont.

From: Ron Green
Sent: Thursday, January 15, 2015 12:57 PM
To: Mary Jo Nelson
Subject: RE: List of committees and boards

Mary Jo,

I am part of one committee, representing the City of Deadwood, that is not a "City Committee". It is a sub-committee of the Revitalization Committee called the Design Committee. It meets sporadically usually for about an hour. I believe I have attended 4 such meetings since I became the Public Works Director.

Ron

From: Mary Jo Nelson
Sent: Tuesday, January 6, 2015 11:08 AM
To: Kevin Kuchenbecker; Kelly Fuller; Ron Green; Bob Nelson Jr.; Bob Nelson Sr.; 'Fire Dept.'; Jeanette Moodie (jcmoodie@outlook.com)
Subject: RE: List of committees and boards

Hi-By way of clarification, committees such as safety and parking/transportation are not to be included.

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

 Please consider the environment before printing this email.

From: Mary Jo Nelson
Sent: Tuesday, January 06, 2015 9:35 AM
To: Kevin Kuchenbecker; Kelly Fuller; Ron Green (ron.green@cityofdeadwood.com); Bob Nelson Jr.; Bob Nelson Sr.; 'Fire Dept.'; Jeanette Moodie (jcmoodie@outlook.com)
Subject: List of committees and boards

Hi-As most of you know, Georgeann requested a list of all outside boards/committees that you are involved in. Please provide list to me by Thursday, January 15 so we can compile for packets. If you have any questions regarding what types of committees or boards should be included, contact Georgeann directly. Thank you!

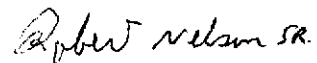
Mary Jo Nelson
Finance Officer
City of Deadwood
605-578-2600

As commissioner Silvernial requested a list of all outside boards/committees that I am involved in.

1-20-15
OK cont.

As of 1-7-15

None


Robert Nelson SR

Transportation Director

City of Deadwood

1-20-15
6K Cont

Mary Jo Nelson

Outside Boards

- Deadwood History Inc. (Treasurer)
 - a. Average once a month for one – two hours
- Deadwood-Lead Economic Development Board
 - a. Average once a month for approximately one hour
- City of Deadwood Capital Improvement Committee member
 - a. Attend periodically to assist in determining priorities for city capital projects and determine funding source

1-20-15
6K Cont

Robert E. Nelson Jr.

Committees or Boards

1. City of Deadwood Capital Improvement Committee Coordinator
 - a. The Number of Meetings varies and primarily the meeting are held in the spring and early summer and meeting are attempted to be kept at one hour in length
2. Minimum Maintenance Committee – City Staff Representative
 - a. I have met with this group on three occasions and the meetings have averaged about an hour and a half long each
3. Deadwood Revitalization Design Sub-committee – City Staff Representative
 - a. I have attended four meetings to assist with questions from the Design Committee and each meeting was approximately an hour in length

Mary Jo Nelson

1-20-15
6K Cont

From: Kelly Fuller
Sent: Tuesday, January 06, 2015 10:22 AM
To: Mary Jo Nelson
Subject: RE: List of committees and boards

MJ,

I am not involved in any outside boards/committees in which I represent the City of Deadwood.

Kelly Fuller
Chief of Police

From: Mary Jo Nelson
Sent: Tuesday, January 06, 2015 9:35 AM
To: Kevin Kuchenbecker; Kelly Fuller; Ron Green; Bob Nelson Jr.; Bob Nelson Sr.; 'Fire Dept.'; Jeanette Moodie (jcmoodie@outlook.com)
Subject: List of committees and boards

Hi-As most of you know, Georgeann requested a list of all outside boards/committees that you are involved in. Please provide list to me by Thursday, January 15 so we can compile for packets. If you have any questions regarding what types of committees or boards should be included, contact Georgeann directly. Thank you!

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

 Please consider the environment before printing this email.

Kevin Kuchenbecker, Historic Preservation Officer

DEADWOOD COMMUNITY INVOLVEMENT

1-20-15
6 KCont

| | | |
|---|------------|---|
| Deadwood History, Inc. Board of Directors | | <i>Meets monthly</i> |
| Board Member | Voting | Required under Articles of Organizational Bylaws |
| Days of 76 Museum Board of Directors | | <i>Meets quarterly</i> |
| Ex-officio member | Non-voting | Referenced in Articles of Organizational Bylaws |
| Adams Museum Board of Directors | | <i>Meets bi-monthly</i> |
| Board Member | Voting | Referenced in Articles of Organizational Bylaws |
| Deadwood Chamber and Visitors Bureau Board of Directors | | <i>Meets Monthly</i> |
| Ex-officio Board Member | Non-voting | Referenced in Articles of Organizational Bylaws |
| Deadwood Chamber and Visitors Bureau Committees | | |
| Revitalization Committee | Non-voting | City support staff to committee assigned by the Mayor |
| Events Committee | Non-voting | Appointed by the Chamber Board of Directors |
| Marketing Committee | Non-voting | Appointed by the Chamber Board of Directors |
| Ambassador Committee | Non-voting | Volunteer assignment for PR for Historic Preservation |
| Deadwood Alive Board of Directors | | <i>Meets 2nd Wednesday of every month</i> |
| Vice-President | Voting | |
| Fassbender Photographic Collection Board | | <i>Meets the 2nd Tuesday of every month at 4:30 p.m.</i> |
| Ex-officio member | Non-voting | Appointed by Mayor of the City of Deadwood |

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

1-20-15
6 L
KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: January 15, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Historic Keene Field -PA Sound System

During the 2015 HP Budget meetings, the Deadwood Historic Preservation Commission allocated funding to replace the dated and inadequate sound system for the baseball and softball fields at the Keene Field located at the Days of 76 Rodeo complex. Attached is the quote and specifications from AthleticSound.

This AthleticSound AS-2CS Turnkey PA Sound system is one of the top public announcement systems for high school baseball and softball fields. The system will provide flexibility to simultaneously announce games on both fields 1 and 2 as well as both fields at once for specific events such as opening day ceremonies.

The system includes the following: two full range loudspeakers with mounting brackets, amplifier, two six channel mixers, power surge, two handheld microphones, component rack, and a wireless microphone.

Total cost of the system with the wireless microphone component is \$3,116.00. This proposal has been reviewed by City staff and HPC.

Recommended Action: *The Historic Preservation Commission recommends approval of the purchase of the new sound system from AthleticSound in the amount of \$3,116.00 from the HP Capital Assets line item.*



01/06/2015

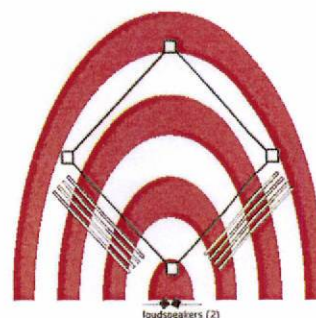
P.O Box 128
Montesano, Washington 98563
1-877-449-8590
www.AthleticSound.com

Proposal For:

CITY OF DEADWOOD
KEVIN KUCHENBECKER
605-578-2082



AthleticSound AS-2CS Turnkey PA Sound System



Ideal Loudspeaker Placement

- Two Community 2-way Full Range Loudspeakers w/ Two Yoke Mounting Brackets
- Crown 2 x 550 Watts Power Amplifier *installed* (3 Years Parts & Labor Warranty! 11.0 lbs)
- **Two** Six Channel Mixers *installed* (2 Mic/4-line input w/ Front iPod/mp3/Laptop/Smartphone/Audio Music Input)
- Power Surge Distribution *installed*
- **Two** Shure Dynamic Handheld Microphones w/ 15' XLR Cable (Mic 1 for both mixers)
- Two 40' 14-2 Outdoor Speaker Cables w/ Speak-on Connectors attached
- **Two** 3.5mm-3.5mm iPod/mp3/Laptop Audio Cables
- 6U Durable Transportable Component Rack with handles for easy mobility and setup
- **Optional Shure UHF Wireless Handheld Microphone System, Add-on \$449.00 (Mic 2, up to 300' of coverage!)**
- Amplifier, Mixer 1, Mixer 2 and Power Surge installed, connected and tested for proper operation
- *System can handle *Six* Community Full Range Loudspeakers for larger stadiums and venues.
- *Pictures are for illustration only. iPod not included.



For references, go to: www.AthleticSound.com

"Our #1 PA System for HS Baseball/Softball Fields"

| | |
|-----------------------|-------------|
| Price | \$ 2,477.00 |
| Sales Tax | \$ 0.00 |
| Shipping to 57732 | \$ 140.00 |
| Installation / Set-up | \$ 0.00 |
| Total Price | \$ 2,617.00 |

Terms: Visa / MasterCard / Check

Proposal valid for: 30 days, AS-2CS Turnkey System is 10-14 days out from the date of order.

Prepared by: Mark Abbott

Accepted by: _____ Date: _____



1/20/15
6m

Prepared By David Gollobit
Company Name TASER
Company Address 17800 N. 85th Street
Scottsdale, AZ 85255-9603
US
Phone (480) 905-2060
E-mail dgollobit@taser.com

Created Date 1/8/2015
Fax 888-821-8703
Expiration Date 1/31/2015
Quote Number 00034709

Customer Information

Account Name Deadwood Police Dept.-SD
Contact Name Alex Hamann
AX Account Number 111005
Email alex@cityofdeadwood.com
Phone (605) 578-2623

Shipping and Billing Information

Bill To Name Deadwood Police Dept.-SD
Bill To 100 SHERMAN ST.
Deadwood, SD 57732
US
Ship To Name Deadwood Police Dept.-SD
Ship To 100 SHERMAN ST.
Deadwood, SD 57732
US

| Part Number | Product | Quantity | Sales Price | Total Price |
|-------------|---|----------|-------------|--------------|
| 11003 | HANDLE, YELLOW, CLASS III, X26P | 5.00 | USD 899.95 | USD 4,499.75 |
| 11501 | HOLSTER, BLACKHAWK, RIGHT, X26P | 5.00 | USD 53.25 | USD 266.25 |
| 22012 | TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P | 6.00 | USD 54.50 | USD 327.00 |
| 11004 | WARRANTY, 4 YEAR, X26P | 5.00 | USD 277.95 | USD 1,389.75 |

Notes: **Please fax back to; 888-821-8703
or email to: dgollobit@taser.com
Thanks for choosing Taser Products.

Subtotal USD 6,482.75
Total Price USD 6,482.75
Tax USD 0.00
Shipping and Handling USD 38.95
Grand Total USD 6,521.70

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement0213>. The sale of the Professional Services is subject to the parties execution of TASER's Professional Services Agreement and a Statement of Work. You represent that you are lawfully able to enter into contracts and if

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

1-20-15
7A
KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: January 16, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Rodeo Grounds Grandstand Concessions and Restroom Upgrades

Dave Stafford Architecture has provided Architectural and Engineering (A/E) design services for upgrade/rehabilitation of the concessions and public restroom facilities incorporated under the grandstands at the Rodeo Grounds. (See conceptual design attached). This design work also included the necessary repairs of the roof which has been already been awarded.

These design services has allowed the City to properly address the necessary upgrades of the bathrooms and the concessions/kitchen rehab to bring them up to code and improve the physical conditions of this world class facility. This project was identified as part of the City's overall Capital Improvement Plan for both 2014 and 2015. The project would begin in the spring of 2015 with substantial completion prior to the 2015 Days of 76 Rodeo and Celebration.

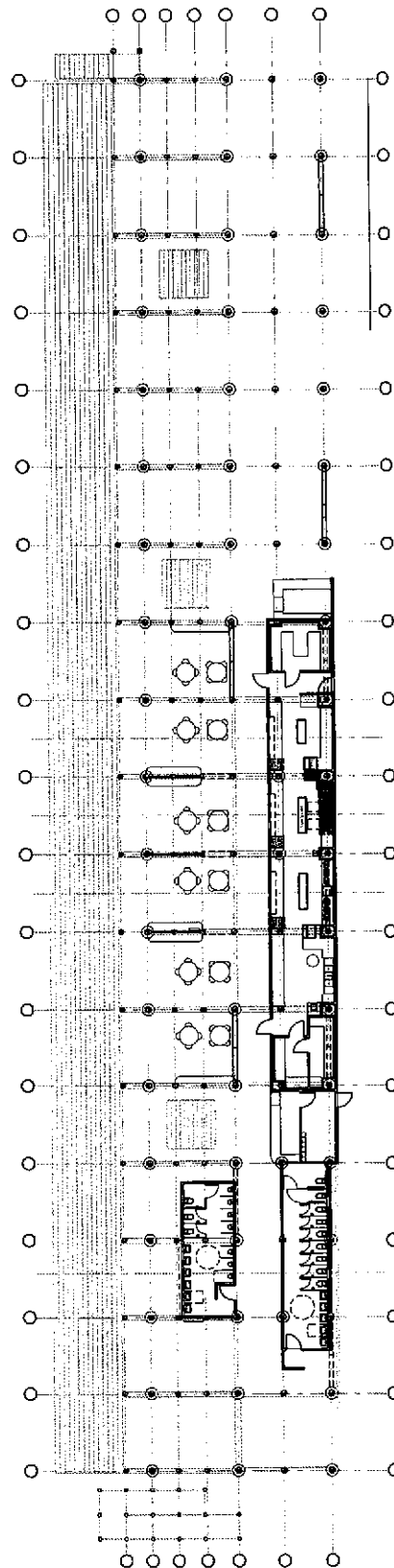
Dave Stafford Architecture will be ready to issue the necessary plans and specifications by January 26, 2015 which will ensures the City of Deadwood gets competitive bids using appropriate construction and preservation measures.

Below is the proposed timeframe for the project:

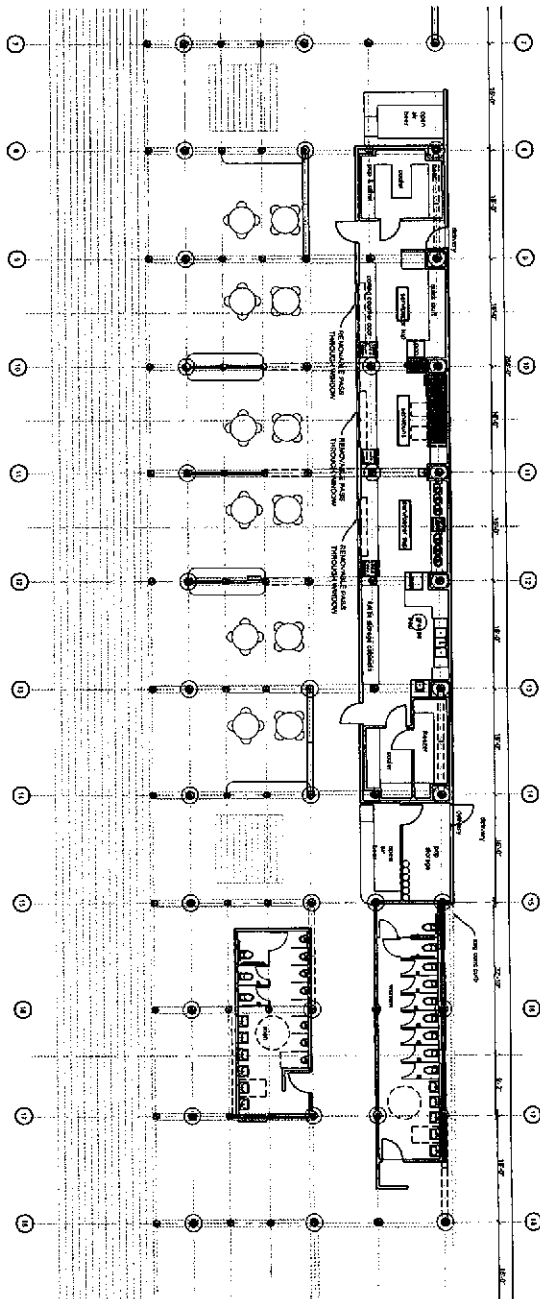
| | |
|------------|---|
| 01-20-15 | Obtain permission to advertise for bids |
| 01-26-15 | Architectural Plans and Specifications available |
| 02-04-15 | Pre-bid conference for potential contractors |
| 02-17-15 | Open bids at 2:00 pm with results to City Commission |
| 03-2/16-15 | Anticipated awarding of bid and signing of contract |
| 03-3/17-15 | Notice to proceed (with appropriate paperwork in place) |
| 07-13-15 | Substantial completion date set for the project |

Recommended Action:

The Historic Preservation Commission concurs and recommends approval of advertising for the Restroom and Concession project at the Days of 76 Rodeo Grounds and set the bid opening for 2:00 pm on February 17, 2015 with results to the City Commission that evening.



A FLOOR PLAN



B ENLARGED FLOOR PLAN

A1.0

PROJECT: DAYS OF 76 GRANDSTAND
DEADWOOD, SOUTH DAKOTA

SHEET: CONCESSIONS PLAN

DATE: DEC 2, 2014

DRN BY: JR

| REVISED | DATE |
|---------|------|
| NO. | |
| | |
| | |
| | |

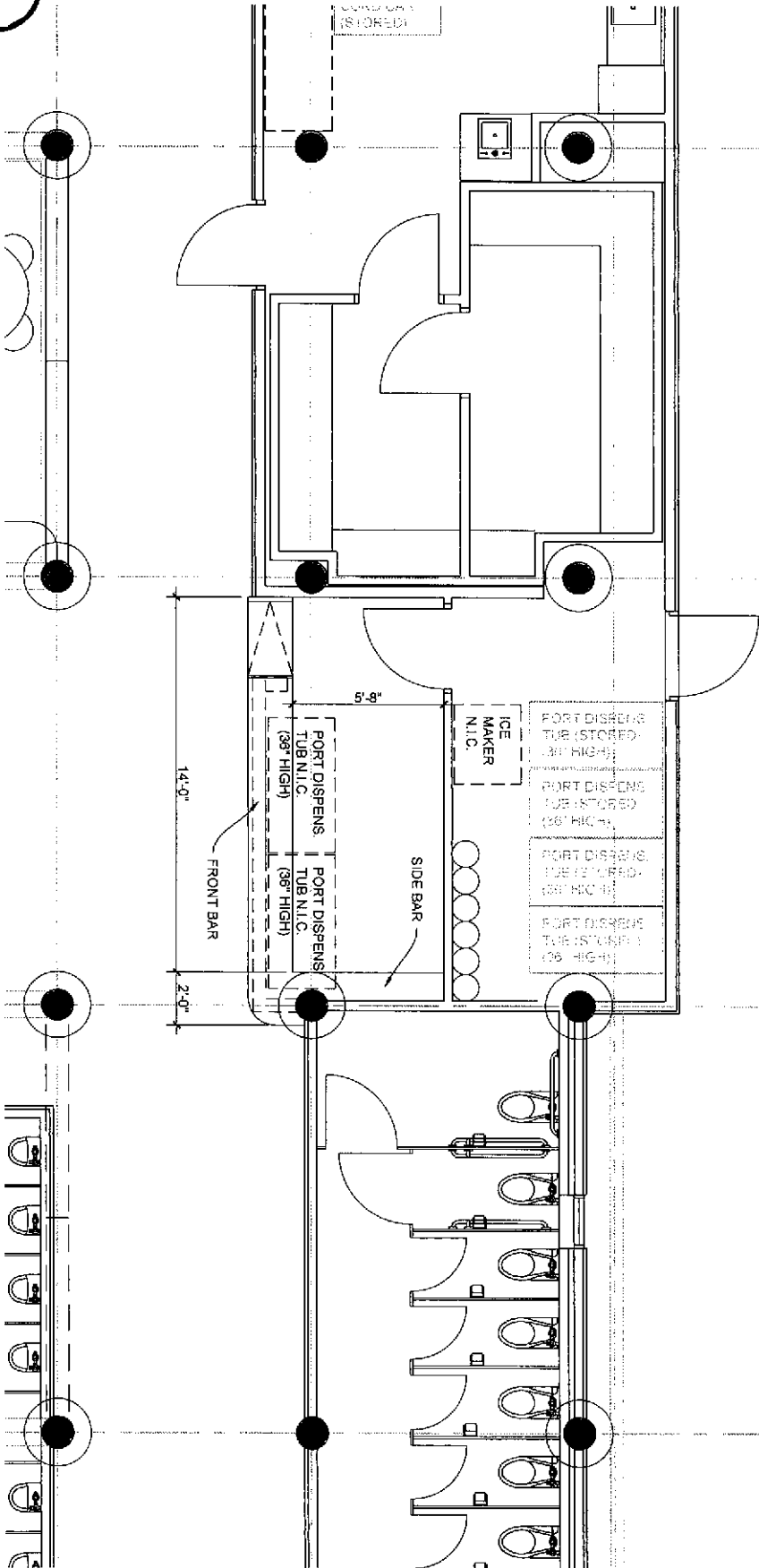
Dave Stafford
Architecture
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E: dave@staffordarchitecture.com

RODEO GROUNDS
DAYS 76
NORTH BEER GARDEN

DRN BY:
DATE
DAVE
DEC 10, 2014

A-1

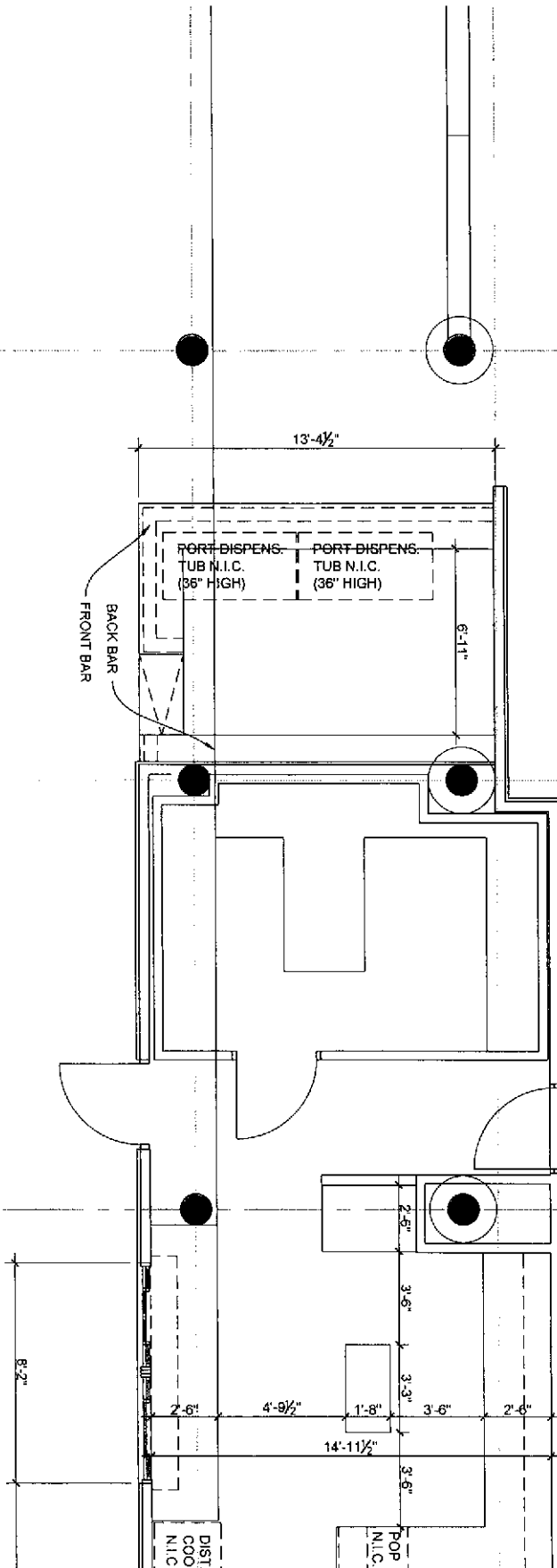


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RODEO GROUNDS
DAYS 76
SOUTH BEER GARDEN

DRAWN BY:
DAVE
DATE:
DEC 10, 2014

A-2



1-20-15
8A

**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 January 20, 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 Thursday June 18 through Monday June 22, 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 June 19 and Saturday June 20, 2015.

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

Steer Roping Event at the Rodeo Grounds on Friday June 19 and Saturday June 20, 2015 from 8:00 a.m. to 5:00 p.m. both days.

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 5th day of January, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Please publish: B.H. Pioneer, January 8, 2015

For any public notice that is published one time:

Published once at the total approximate cost of _____.

1-20-15
8B

**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 January 20, 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 Friday September 4 and Saturday September 5, 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 Saturday September 5, 2015.

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

Steer Roping Event at the Rodeo Grounds on Saturday September 5, 2015 from 8:00 a.m. to 5:00 p.m.

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 5th day of January, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Please publish: B.H. Pioneer, January 8, 2015

For any public notice that is published one time:

Published once at the total approximate cost of _____.

1-20-15
8C

**NOTICE OF PUBLIC HEARING
FOR IRON HORSE DEADWOOD EVENT
REQUEST TO WAIVE VENDING, AND OPEN CONTAINER**

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

Request to Waive Open Container Ordinance:

Iron Horse Event at the Rodeo Grounds on Saturday August 8, 2015 from noon to 6:00 p.m.

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 5th day of January, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Please publish: B.H. Pioneer, January 8, 2015

For any public notice that is published one time:

Published once at the total approximate cost of _____.

DEADWOOD

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

OFFICE OF
**PLANNING, ZONING
AND HISTORIC PRESERVATION**

108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084

11/20/15
10A
DEADWOOD CITY HALL
102 Sherman Street
Telephone (605) 578-2600

January 16, 2015

Mike Runge
Deadwood Firewise Officer
Deadwood Volunteer Fire Department
737 Main Street
Deadwood, SD 57732

**BLM Wildfire Community Assistance in Montana, North Dakota & South Dakota Grant
(L15AS00002)**

Dr. Mr. Runge:

I write this letter to support the ongoing effort to protect Deadwood's structural resources against the threat of wildland fire through the Firewise Project. If awarded BLM Wildfire Community Assistance grant, the City of Deadwood will commit \$125,000.00 as a match to this grant.

If you have any additional questions, feel free to call or email me at your convenience.

Sincerely,

Charles Turbiville
Mayor of Deadwood

ORDINANCE NUMBER 1222
SUPPLEMENTAL BUDGET APPROPRIATION #1 FOR 2015

1-20-15
10B

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

FUND 0214 BUSINESS IMPROVEMENT DISTRICT 7 \$267,000.00 for various promotional activities. Source of Revenue: Unexpended cash.

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

CITY OF DEADWOOD

Charles M. Turbiville, Mayor

ATTEST: Mary Jo Nelson, Finance Officer

First Reading: January 20, 2015
Second Reading: February 2, 2015
Published: February 5, 2015
Effective: February 5, 2015

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

1-20-15
106
KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: January 16, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Historic Preservation's Retaining Wall Program for Engineering Services

Over the past several years the City of Deadwood, through the Historic Preservation Office, has used the professional services of Albertson Engineering of Rapid City for structural engineering of the public-private program of repairing and/or reconstructing the historic retaining walls within the city of Deadwood as well as other public projects which meet the preservation efforts.

These services provide tremendous assistance and direction to the program. Last year the City Commission approved a contract with Albertson Engineering for the necessary engineering services to protect the City of Deadwood, the Deadwood Historic Preservation Office and Albertson Engineering.

This office is once again recommending approval of a contract for 2015 with Albertson Engineering for professional services for the retaining wall program in an amount not to exceed \$45,000.00. This would also include other professional services necessary to reconstruct the walls such as geotechnical engineering or civil engineering. The engineering and associated design costs are part of the annual line-item budget for the retaining wall program.

Recommended Action: *The Historic Preservation Commission is recommending the City of Deadwood enter into a contract for 2015 with Albertson Engineering for professional services for the retaining wall program in an amount not to exceed \$45,000.00 and direct City Attorney to prepare such contract including a clause on Omissions and Errors Insurance.*



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**

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.

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 |
|--|-----------------|---------------------|----------------|
| PROJECT DEVELOPMENT PHASE | | | |
| 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 | | | |
| CONTRACT DOCUMENTS PHASE | | | |
| 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 | | |
| Basic Services (continued) | 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 | | |
| CONSTRUCTION ADMINISTRATION PHASE | 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 | | |
| Basic Services (continued) | Included | Not Included | Remarks |
| g. Respond to Building Department and Peer Reviewer Comments | X | | |
| 3. Submittal Review | X | | |

| | | | |
|---|----------|--|--|
| a. Review Specified Submittals for Items Designed by SER b. Review Submittals for Pre-Engineered Structural Elements | | | |
| 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

I. 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
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

1-20-15
100
KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: January 8, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Recreation Center Window Upgrade Change Order #1
Totaling \$5,316.00

Dave Stafford Architecture has requested a change order for the Recreation Center Window Upgrade. The proposed change order is a modification to the anchorage of the window impact screens as shown in the attached drawings. The anchors will be painted to match. The current existing anchor holes in the plaster walls will be repaired and any paint will be touched up.

City staff and the Architect agrees with the change order and recommends approval of Change Order #1 for Recreation Center Window Upgrade in the amount of \$5,316.00.



CONSTRUCTION COMPANY

January 2, 2015

Dave Stafford Architecture
809 So. Street. Suite 203
Rapid City, South Dakota 57701

Re: Deadwood Recreation Center Window Upgrade
Deadwood, South Dakota

Dave,

Request for Proposal #1 Rev.

Modify anchorage of window impact screens.

| | |
|--------------------------------------|---------------|
| MAC Labor not to exceed 5 md @ \$225 | \$1,125.00 |
| Anchors and pins | 1,050.00 |
| Creative Ironworks | 2,513.00 |
| OH&P 10% | 469.00 |
| Bond | 52.00 |
| Excise Tax | <u>107.00</u> |
| Total | \$5,316.00 |

We request investigation of the wall before proceeding, to check what is exactly behind the wall and verify if this option will work. We would cut an opening approximate 1' x 1' in a corner of the window. We would like to get compensated for the investigation.

If you have any questions, please contact me.

Sincerely,

Dale Vanyo
Project Manager





REQUEST FOR PROPOSAL (RFP)

RFP # 1

DATE: September 22, 2014

TO: MAC Construction Co, Inc
4440 Universal Drive
Rapid city, SD 57702

PROJECT: Deadwood Rec Center window Upgrade
105 Sherman Street
Deadwood, South Dakota

GENTLEMEN:

Please submit an itemized cost breakdown, for changes in contract sum and/or contract time, resulting from the following proposed modification(s) to the Contract Documents. All cost breakdowns exceeding \$1000.00 must be itemized for material cost and hourly or unit labor cost.

PLEASE SUBMIT COST BREAKDOWN IN TEN (10) DAYS OR LESS

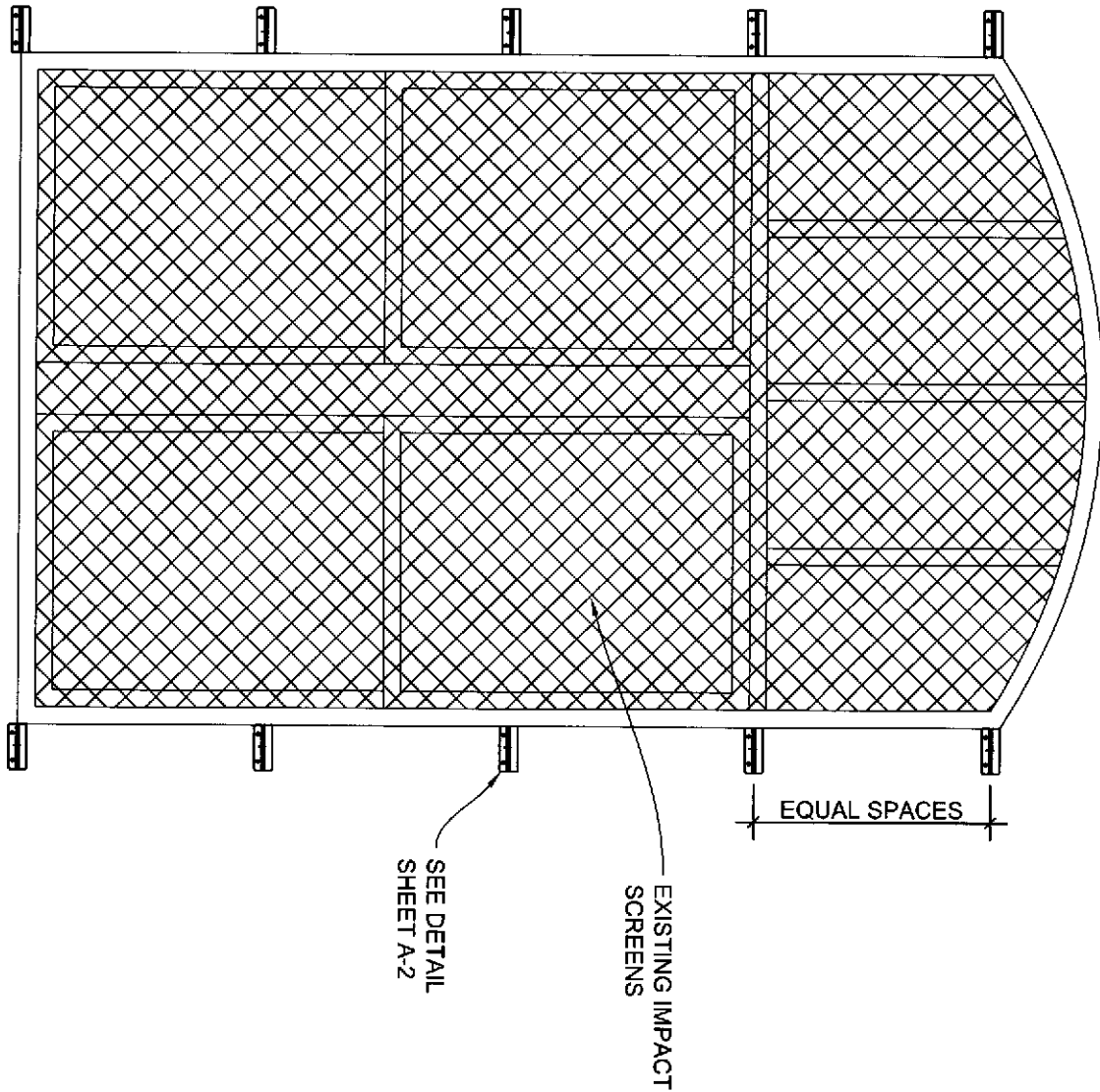
Item #1: Modify anchorage of window impact screens as shown on attached drawings. Paint to match. Repair and touchup paint all currently existing anchor holes in the plaster walls.

ARCHITECT/ENGINEER

David B. Stafford AIA

TYPICAL IMPACT SCREEN

$\frac{3}{8}" = 1'-0"$



A-1

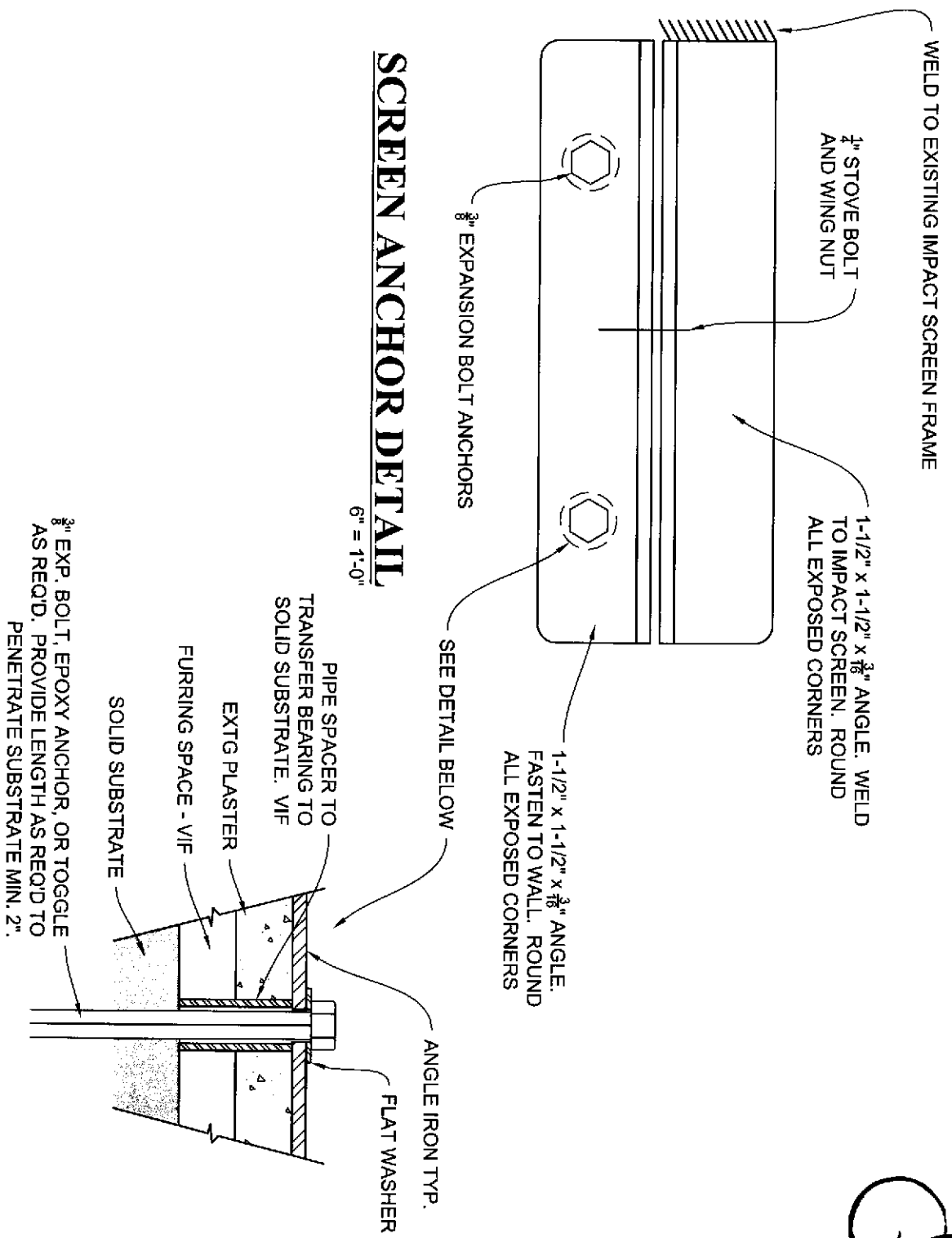
DEADWOOD
REC CENTER
RFP #1

DRN. BY:
DAVE

DATE:
SEPT, 19, 2014

**Dave Stafford
Architecture**

809 South St., Ste. 203
Rapid City, SD 57701
p: 605.791.5001 c: 605.390.2687



**Dave Stafford
Architecture**
809 South St., Ste. 203
Rapid City, SD 57701
p: 605.791.5001 c: 605.390.2687

DRN. BY:
DAVE
DATE:
SEPT, 19, 2014

**DEADWOOD
REC CENTER
RFP #1**

A-2

10E
1/20/15



Dakota State University

Office of Grants and Contracts
820 N. Washington Ave.
Madison, SD 57042
Phone: 605-256-5733 Fax: 605-256-5197

Invoice Number: CETUP*15-01

INVOICE

Customer Information

Name: City of Deadwood
Attn: Mary Jo Nelson
Address: maryjo.nelson@cityofdeadwood.com
City: Deadwood State: SD Zip: _____
Phone: _____

Date: 9/30/2014

PO Number: _____

| Qty | Description | Unit Price | Total |
|--|----------------------------------|--------------|--------------|
| 1 | CETUP*15 support for Summer 2015 | \$ 20,000.00 | \$ 20,000.00 |
| <i>209-4980-429</i> <i>mf</i> | | | |
| Please send copy of invoice with payment | | | |

Please Remit To:
Dakota State University
Attn: Sara Hare
820 N. Washington Ave.
Madison, SD 57042

| | |
|--------------|---------------------|
| Subtotal | \$ 20,000.00 |
| Shipping | \$ - |
| Tax | \$ - |
| Total | \$ 20,000.00 |

Your Prompt Attention is Appreciated

DEADWOOD

ECONOMIC DEVELOPMENT CORPORATION

767 Main Street
Deadwood, South Dakota 57732
Phone (605) 722-6939 • Fax (605) 578-2429
E-mail: chuck@deadwood.com • www.deadwood.net

January 12, 2015

City of Deadwood
Finance Office
Attn: Mary Jo Nelson
Deadwood City Hall
102 Sherman St.
Deadwood, SD 57732

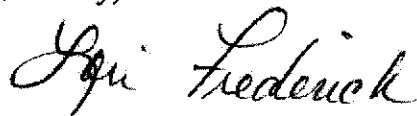
209-4980-429
MJ

Dear Ms. Nelson,

On behalf of the Deadwood- Lead Economic Development Corporation (DLEDC), I would like to request the funds in the amount of \$48,000.00 awarded from the City of Deadwood 2015 budget to the DLEDC.

Thank you to the City of Deadwood for your continued support of the Deadwood-Lead Economic Development Corporation and economic development in the region.

Sincerely,



Lori Frederick
Executive Director
Deadwood-Lead Economic Development Corp.



First Step Child Care Center
INVOICE

BILL
TO

City of Deadwood
102 Sherman Street
Deadwood, SD 57732

SHIP
TO

Northern Hills Alliance for
Children
c/o Kayla Klein
753 Main St.
Deadwood, SD 57732

Invoice # 1020

Invoice Date 1/6/15

Customer ID City of Deadwood

| | TOTAL |
|--|---------|
| 2015 Donation for the First Step Child Care Center | \$2,000 |
| <i>209-4980-429</i> <i>MJ</i> | |
| | |
| | |
| | |
| Subtotal | \$2,000 |
| Tax | |
| BALANCE DUE | \$2,000 |

753 Main Street
Deadwood, SD
57732

PHONE (605) 559-2007
E-MAIL director@nhfirststep.com
WEB SITE <http://www.nhfirststep.com>

Mary Jo Nelson

From: Renae Servaty <rservaty@nhcasa.org>
Sent: Thursday, January 15, 2015 1:02 PM
To: Mary Jo Nelson
Subject: Request for payment

Hello Mary Jo-

I am writing to request payment of \$4,000 for the Northern Hills Area CASA Program. We are grateful for the continued support of the CASA program. Please let me know if you need a mailed copy of the request. A certified audit and financial statement will be provided when it is completed.

Thanks you! Enjoy this heat wave!

Renae Servaty

Development Associate
Northern Hills Area CASA Program
741 North 5th Street
Spearfish, SD 57783
Phone: (605) 722-4558
Fax: (605) 722-4559
www.nhcasa.org

Please use my new email rservaty@nhcasa.org




Follow us on facebook!

This message may contain confidential and/ or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

1/20/15
IDF

DATE: January 16, 2015

TO: Mayor Turbiville and Deadwood City Commission

FROM: Mary Jo Nelson, Finance Officer 

RE: Resolution to Establish Cash Designations

As a necessary step to account for designations in the Annual Financial Report, I am requesting permission to formally establish cash designations for the year ending December 31, 2014. SDCL 9-21-14.1 allows for accumulation of funds for a period longer than one year for capital outlay purposes.

Business Improvement District 1-6 Designated for Parking shows a decrease from \$370,413 in 2013 to \$185,885 as a result of necessary cash transfer to satisfy the Broadway Parking Revenue Bond Requirement. I am also requesting a cash transfer for \$184,528 from BID 1-6 to the Parking Ramp Fund.

General Fund Designated for Fire Truck increased from \$394,000 in 2013 to \$427,570 as a result of the following: \$80,000 budgeted in 2014 for truck reserve, less \$46,430 for purchase of new truck.

Business Improvement District 7 Designated for Deadwood Mountain Grand Convention Center amount of \$311,112 per written agreement that 95% of revenue generated from the Occupancy Tax is allocated to DMG with proceeds transferred annually in June. A summary of monthly revenue for BID 7 is attached.

Parking and Transportation Designated for Trolley Replacement is increased from \$250,000 to \$275,000. Annually, Historic Preservation Commission budgets \$25,000 for trolley replacement.

Please stop by or call me if you have any questions or concerns about the above information.

Resolution 2015-02

A RESOLUTION TO ESTABLISH CASH DESIGNATIONS

Be it resolved by the Deadwood City Commission that the City of Deadwood approved the establishment of cash reserves in the following funds for capital outlay purposes per SDCL 9-21-14.1 as of December 31, 2014:

Business Improvement District 1-6 Designated for Parking: \$ 185,885.00

General Fund Designated for Fire Truck: \$ 427,510.00

Business Improvement District #7 Designated for Convention Center: \$ 311,112.00

Parking and Transportation Designation for Trolley Replacement: \$ 275,000.00

Dated this 20th day of January, 2015.

City of Deadwood

Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

| Mo. | 2014 | | 2014 | | 2013 | | 2013 | | 2013 | | 2014 to 2013 | | 2014 to 2013 | | 2014 to 2013 | |
|-------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | Actual | Transient | Actual | Contract | Actual | Transient | Actual | Contract | Actual | Total | Increase \$ | (Decrease) | Increase \$ | (Decrease) | Increase \$ | (Decrease) |
| Jan | \$ 10,389.56 | \$ 11,350.00 | \$ 21,739.56 | \$ 11,350.00 | \$ 11,350.00 | \$ 12,950.18 | \$ 11,350.00 | \$ 11,350.00 | \$ 24,300.18 | \$ (2,560.62) | \$ (2,560.62) | \$ (2,560.62) | \$ (2,560.62) | \$ (2,560.62) | \$ (2,560.62) | \$ (2,560.62) |
| Feb | \$ 12,452.97 | \$ 9,700.00 | \$ 22,152.97 | \$ 9,700.00 | \$ 10,950.00 | \$ 15,008.52 | \$ 10,950.00 | \$ 10,950.00 | \$ 25,958.52 | \$ (2,555.55) | \$ (2,555.55) | \$ (2,555.55) | \$ (2,555.55) | \$ (2,555.55) | \$ (2,555.55) | \$ (2,555.55) |
| Mar | \$ 15,366.74 | \$ 9,950.00 | \$ 25,316.74 | \$ 9,950.00 | \$ 12,150.00 | \$ 17,248.55 | \$ 12,150.00 | \$ 12,150.00 | \$ 29,398.55 | \$ (1,881.81) | \$ (1,881.81) | \$ (1,881.81) | \$ (1,881.81) | \$ (1,881.81) | \$ (1,881.81) | \$ (1,881.81) |
| Apr | \$ 13,111.06 | \$ 9,750.00 | \$ 22,861.06 | \$ 9,750.00 | \$ 10,040.00 | \$ 13,953.97 | \$ 10,040.00 | \$ 10,040.00 | \$ 23,993.97 | \$ (842.91) | \$ (842.91) | \$ (842.91) | \$ (842.91) | \$ (842.91) | \$ (842.91) | \$ (842.91) |
| May | \$ 20,794.08 | \$ 9,850.00 | \$ 30,634.08 | \$ 9,850.00 | \$ 11,960.00 | \$ 23,675.72 | \$ 11,960.00 | \$ 11,960.00 | \$ 35,635.72 | \$ (2,891.64) | \$ (2,891.64) | \$ (2,891.64) | \$ (2,891.64) | \$ (2,891.64) | \$ (2,891.64) | \$ (2,891.64) |
| June | \$ 34,190.64 | \$ 11,950.00 | \$ 46,140.64 | \$ 11,950.00 | \$ 12,060.00 | \$ 36,541.76 | \$ 12,060.00 | \$ 12,060.00 | \$ 48,601.76 | \$ (2,351.12) | \$ (2,351.12) | \$ (2,351.12) | \$ (2,351.12) | \$ (2,351.12) | \$ (2,351.12) | \$ (2,351.12) |
| July | \$ 44,052.39 | \$ 12,450.00 | \$ 56,502.39 | \$ 12,450.00 | \$ 12,900.00 | \$ 52,362.74 | \$ 12,900.00 | \$ 12,900.00 | \$ 65,262.74 | \$ (8,310.35) | \$ (8,310.35) | \$ (8,310.35) | \$ (8,310.35) | \$ (8,310.35) | \$ (8,310.35) | \$ (8,310.35) |
| Aug | \$ 45,983.12 | \$ 10,100.00 | \$ 56,083.12 | \$ 10,100.00 | \$ 12,610.00 | \$ 43,912.49 | \$ 12,610.00 | \$ 12,610.00 | \$ 56,522.49 | \$ 2,070.63 | \$ (4,772.00) | \$ (4,772.00) | \$ (4,772.00) | \$ (4,772.00) | \$ (4,772.00) | \$ (4,772.00) |
| Sept | \$ 28,966.33 | \$ 12,100.00 | \$ 41,066.33 | \$ 12,100.00 | \$ 11,910.00 | \$ 33,738.33 | \$ 11,910.00 | \$ 11,910.00 | \$ 45,648.33 | \$ 190.00 | \$ (4,582.00) | \$ (4,582.00) | \$ (4,582.00) | \$ (4,582.00) | \$ (4,582.00) | \$ (4,582.00) |
| Oct | \$ 16,070.24 | \$ 11,150.00 | \$ 27,220.24 | \$ 11,150.00 | \$ 10,900.00 | \$ 15,871.37 | \$ 10,900.00 | \$ 10,900.00 | \$ 26,771.37 | \$ 250.00 | \$ (448.87) | \$ (448.87) | \$ (448.87) | \$ (448.87) | \$ (448.87) | \$ (448.87) |
| Nov | \$ 13,227.49 | \$ 11,200.00 | \$ 24,427.49 | \$ 11,200.00 | \$ 9,700.00 | \$ 12,632.02 | \$ 9,700.00 | \$ 9,700.00 | \$ 22,332.02 | \$ 595.47 | \$ (2,095.47) | \$ (2,095.47) | \$ (2,095.47) | \$ (2,095.47) | \$ (2,095.47) | \$ (2,095.47) |
| Dec | \$ 12,943.73 | \$ 11,950.00 | \$ 24,893.73 | \$ 11,950.00 | \$ 10,500.00 | \$ 11,282.62 | \$ 10,500.00 | \$ 10,500.00 | \$ 21,782.62 | \$ 1,661.11 | \$ (1,450.00) | \$ (1,450.00) | \$ (1,450.00) | \$ (1,450.00) | \$ (1,450.00) | \$ (1,450.00) |
| TOTAL | \$ 267,538.35 | \$ 131,500.00 | \$ 370,072.02 | \$ 131,500.00 | \$ 137,030.00 | \$ 289,178.27 | \$ 137,030.00 | \$ 137,030.00 | \$ 426,208.27 | \$ (21,639.92) | \$ (21,639.92) | \$ (21,639.92) | \$ (21,639.92) | \$ (21,639.92) | \$ (21,639.92) | \$ (21,639.92) |

Cash Shortfall at Year End

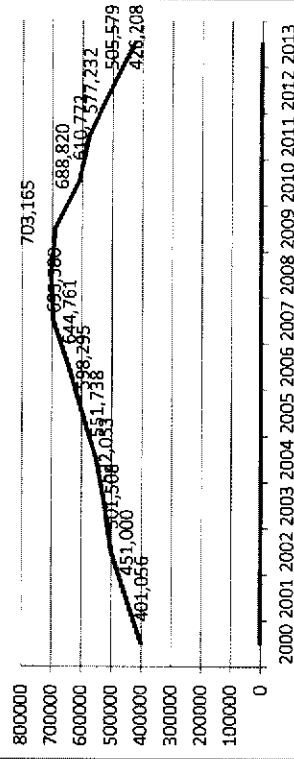
Cash on Hand 12-31-14

Required by Bond Covenant

Transfer Required from BID 1-6 Parking Designation

| | |
|----|--------------|
| \$ | 309,063.89 |
| \$ | (493,591.00) |
| \$ | (184,527.11) |

Revenue by Year since 2000



Principal of and interest on the Series 2011 Bonds are payable primarily from the Net Revenues derived by the City from the operation of the Facility, which Net Revenues have been pledged and appropriated to the Revenue Bond Account in the Broadway Parking Fund (the "Fund"), and such pledge and appropriation constitutes a first and prior lien on such Net Revenues and the Fund and accounts established therein (the "Accounts"), including the investments thereof, if any, which lien is on a parity with that granted to secure any Additional Bonds hereafter issued.

The Series 2011 Bonds are not an obligation of the State of South Dakota or any political subdivision thereof other than the City. Neither the full faith and credit nor the taxing power of the City is pledged as security for the Series 2011 Bonds. The Series 2011 Bonds do not constitute general obligations of the City or of any other entity or body, municipal, state or otherwise.

Reserve Requirement

The Ordinance provides for the establishment of a Reserve Account for the Bonds. The reserve requirement (the "Reserve Requirement") for the Series 2011 Bonds is equal to the least of (i) 10% of the proceeds of, (ii) 125% of the average annual debt service on or (iii) maximum debt service due in any future calendar year on the Series 2011 Bonds. The City will deposit into the Reserve Account, from moneys on hand in the reserve account for the Refunded Bonds, an amount equal to the Reserve Requirement.

Upon the issuance of any Additional Bonds under the Ordinance, the Reserve Requirement will increase to an amount equal to the least of (i) ten percent of the proceeds of all Bonds outstanding, or (ii) the maximum annual debt service on all Bonds outstanding under the Ordinance or (iii) 125% of the average annual debt service on the Bonds. The City is required to fund the increased Reserve Requirement on the date of issuance of such Additional Bonds.

Rate Covenant

The City covenants in the Ordinance that it will maintain, revise, charge and collect rates and other charges for all service furnished and made available by the Facility, such that the Revenues will be sufficient, when combined with other available funds, to pay when due all Operating Expenses, as hereinafter defined, and all principal of and the interest on the Bonds, to provide for the establishment and maintenance of adequate reserves therefore and to provide an allowance adequate for recurring renewals and replacements of the Facility, and to fulfill the terms of all other agreements with holders of the Bonds. Such rates and charges shall at all times be sufficient to produce Net Revenues for each fiscal year at least equal to (i) 100% of the principal of and interest on the Bonds coming due in such fiscal year and (ii) together with the balance in the Surplus Account carried over from the preceding fiscal year, 115% of the principal of and interest on the Bonds coming due in such fiscal year.

Operation of the Broadway Parking Fund and the Accounts

Pursuant to the Ordinance, the Broadway Parking Fund (the "Fund") is established, to be maintained as a separate and special bookkeeping account until the Series 2011 Bonds and any Additional Bonds have been fully paid or discharged. Within the Fund, the following Accounts are established, to be held by the City: (1) Operating Account; (2) Revenue Bond Account and (3) Reserve Account.

All proceeds of the Bonds and all other funds received or appropriated for purposes of the Facility are appropriated to the Fund. All Revenues derived from the operation of the Facility are irrevocably pledged and appropriated under the Ordinance and shall be credited to the Fund as received. The City shall impose parking rates, fees and charges for the use of the Facility and shall aggregate the Revenues derived from such parking rates, fees and charges of the Facility, together with the Operating Expenses of the Facility as provided in the Ordinance. Except as expressly stated in the Ordinance, pledges, appropriations, covenants and agreements of the City and the Accounts established within the Fund by the Ordinance apply only to the Facility, its operations, revenues and expenses. Such Revenues shall include all gross income and receipts from parking rates, fees, charges and rentals imposed for the availability, benefit and use of the Facility as now constituted and of all replacements thereof and additions thereto, and from penalties and interest thereon, and from any sales of property acquired for the Facility and all income received from the investment of such gross revenues. The Fund shall be subdivided into separate accounts as designated and described above, to segregate income and expenses received, paid and accrued for the respective purposes described in those sections. The Revenues received in the Fund shall be apportioned monthly or as soon as possible after the first day of each month.

Parking Bond
Document/Covenant

| | Bid Billing | # days In Month | Total Rooms at 100% Occupancy | Total Rooms Occupied for Month | # Rooms Pd Tax | # Rooms Comp No Tax | Occupancy Rate-all rooms occup | Occupancy Rate-Occup. w/Tax Pd | Revenue From Tax | \$ Change From Same Month Prior Yr | Committed to DMG |
|-------------------------|----------------|--------------------|-------------------------------------|--------------------------------------|-------------------|---------------------------|--------------------------------------|--------------------------------------|---------------------|--|---------------------|
| 2014 | | | | | | | | | | | |
| December Pd in January | 1487 | 31 | 45,097 | 13,395 | 11,185 | 2,210 | 29.06% | 24.28% | \$ 22,370.00 | \$ (966.00) | |
| January Pd in February | 1487 | 31 | 46,097 | 15,546 | 13,967 | 1,578 | 33.72% | 30.30% | \$ 27,934.00 | \$ 4,122.00 | |
| February Pd in March | 1487 | 28 | 41,636 | 17,124 | 15,421 | 1,703 | 41.13% | 37.04% | \$ 30,842.00 | \$ 792.00 | |
| March Pd in April | 1487 | 31 | 46,097 | 19,052 | 17,130 | 1,922 | 41.33% | 37.16% | \$ 34,260.00 | \$ (580.00) | |
| April Pd in May | 1487 | 30 | 44,610 | 17,801 | 16,013 | 1,788 | 39.90% | 35.90% | \$ 32,026.00 | \$ 3,964.00 | |
| May Pd in June | 1487 | 31 | 46,097 | 23,335 | 21,487 | 1,848 | 50.62% | 46.61% | \$ 42,974.00 | \$ 1,840.00 | |
| June Pd in July | 1487 | 30 | 44,610 | 32,700 | 30,913 | 1,787 | 73.30% | 69.30% | \$ 61,826.00 | \$ 4,054.00 | \$ 58,734.70 |
| July Pd in August | 1529 | 31 | 47,399 | 36,425 | 34,564 | 1,861 | 76.85% | 72.92% | \$ 69,128.00 | \$ 5,558.00 | \$ 65,671.60 |
| August Pd in September | 1529 | 31 | 47,399 | 37,029 | 35,236 | 1,793 | 78.12% | 74.34% | \$ 70,472.00 | \$ 5,098.00 | \$ 66,948.40 |
| September Pd in October | 1527 | 30 | 45,810 | 30,654 | 28,821 | 1,833 | 66.92% | 62.91% | \$ 57,642.00 | \$ 38.00 | \$ 54,759.90 |
| October Pd in November | 1525 | 31 | 47,275 | 24,073 | 21,706 | 2,367 | 50.92% | 45.91% | \$ 43,412.00 | \$ 9,302.00 | \$ 41,241.40 |
| November Pd in December | 1525 | 30 | 45,750 | 14,377 | 12,503 | 1,874 | 31.43% | 27.33% | \$ 25,006.00 | \$ 2,068.00 | \$ 23,755.70 |
| TOTAL YTD 2014 | | | 548,877 | 281,511 | 258,946 | 22,586 | 51.11% | 47.00% | 517,892.00 | 35,288.00 | 311,111.70 |
| | | | | 2014 AVG | OCCUPANCY | RATE YTD | | | | | |

Resolution 2014-02

A RESOLUTION TO ESTABLISH CASH DESIGNATIONS

Be it resolved by the Deadwood City Commission that the City of Deadwood approved the establishment of cash reserves in the following funds for capital outlay purposes per SDCL 9-21-14.1 as of December 31, 2013:

Business Improvement District 1-6 Designated for Parking: \$370,413.00

General Fund Designated for Fire Truck: \$394,000.00

Business Improvement District #7 Designated for Convention Center: \$286,301.00

Parking and Transportation Designation for Trolley Replacement: \$250,000.00

Dated this 6th day of January, 2014.

City of Deadwood

Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

*Prior Year
Resolution*

1-20-15
106

RESOLUTION 2015-03

**A RESOLUTION TO MAKE THE FOLLOWING INTERFUND CASH
TRANSFERS FOR THE YEAR 2014**

Be it resolved by the Deadwood City Commission that the following interfund cash transfers be approved for the year 2014.

From Historic Preservation (Fund 0215) to Trolley Department (Fund 0610) \$25,000.00 for trolley reserve and \$92,000.00 for support of trolley operational expenses. From Historic Preservation (Fund 0215) to General Fund (Fund 0101) for impact funds \$1,322,356.00. From Historic Preservation (Fund 0215) to Water Fund (Fund 0602) for impact funds \$160,814.00. From Historic Preservation Fund (0215) to St. Ambrose Capital Projects Fund (Fund 0544) for construction project \$355,470.39.

From General Fund (0101) to Rubble Site Fund (0701) \$5,000.00 for Deadwood's share of operational expenses at the site per agreement.

From General Fund (Fund 0101) to Library Fund (Fund 0206) \$35,500.00 in support of operational expenses.

From Bed and Booze Fund (Fund 0209) to General Fund (Fund 0101) \$35,000.00 for partial payment of utility costs.

From BID 1-6 (Fund 0213) to Parking Ramp Fund (0611) \$184,528.00 to meet bond coverage requirements.

From General Fund (0101) to Parking Ramp Fund (Fund 0611) \$20,167.50 for prior year posting adjustments.

Dated this 20th day of January, 2015.

CITY OF DEADWOOD

BY: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

1-20-15
10 H

ORDINANCE NO. 1205

ORDINANCE AMENDING CHAPTER 17.04
ENTITLED PERMITS

WHEREAS, the Deadwood City Commission has determined it is proper and necessary to protect the health, safety and welfare of the citizens of Deadwood, therefore

BE IT ORDAINED Chapter 17.04 of the Deadwood Municipal Code entitled PERMITS be amended as follows:

17.04.100

A. A building permit is required for any activity covered by this title or any other ordinance duly passed by the city. The fee for such permit shall be established based upon the value of the project for which a permit is requested, as applied to a schedule of fees that has been established by the City Commission in its Code of Ordinances, Chapter 15.01.060.

B. No land shall be used or occupied and no structures shall be occupied except in conformance with all regulations established in this title and upon performance of all conditions set forth.

C. A demolition permit is required for any activity covered by this title or any other ordinance duly passed by the city. The fee for such permit shall be established based upon the tax assessed value of the property to be demolished, for which a permit is requested, as applied to a schedule of fees that has been established by the City Commission in its Code of Ordinances, Chapter 15.01.060.

D. In demolition cases involving natural disasters, fire, or emergency measures, the minimum permit fee shall apply upon approval of the building official with concurrence

of the historic preservation officer as long as the demolition does not encroach upon, damage, or destroy any historic property included in the national register of historic places or the state register or historic places or have an adverse effect on the historic districts under Chapter 17.68.020.

Dated this 3rd day of February, 2014.

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

First Reading: January 21, 2014
Second Reading: February 3, 2014
Published: February 6, 2014
Adopted: February 26, 2014