

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

Regular Meeting
5:00 p.m. Monday, May 4, 2020

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 5:00 p.m. on the Wednesday preceding the next scheduled meeting to be placed on the agenda.

1. **SWEAR IN / OATH OF OFFICE –**

Commissioners - Charlie (Alea) Struble and Michael Johnson
City Attorney - Quentin Riggins

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **COMMISSION DEPARTMENTAL APPOINTMENTS**

David Ruth Jr. – Finance Commissioner and Chamber of Commerce Representative.

Sharon Martinisko – Public Works, Parks & Recreation, Safety Commissioner and Council of Local Governments Representative.

Gary Todd – Commission President and Police and Fire Commissioner

Charlie Struble – Planning and Zoning, Historic Preservation Commissioner, Event Committee Member and Deadwood History Inc. Board Member.

Michael Johnson - Library Representative, Public Buildings and Trolley Commissioner.

5. **APPROVE MINUTES of April 20, and April 27, 2020**

6. **APPROVE BILLS**

7. **ITEMS FROM CITIZENS ON AGENDA**

8. **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 rescind Swimming Pool contract with Lead-Deadwood Schools due to CDC's social distancing recommendations.
- B. Permission to rescind Adaptive Swim contract with Lead-Deadwood Schools due to CDC's social distancing recommendations.
- C. Allow use of Sherman Street lot on Saturday, September 12, 2020 for the Big Mick (first date approved was June 20)
- D. Permission to hire Straight Line Striping to stripe the Sherman Street District in the amount of \$3,421.98. (To be paid from Streets budget)
- E. Permission to hire Black Hills Asphalt to repair asphalt in the event Complex parking lots in the amount of \$5,625.00. (To be paid from Street budget)
- F. Permission to hire Colten Radensleben, Colt Bradley and Owen Wisser for Public Works Seasonal positions at \$12.50 per hour effective 5/5/2020, pending pre-employment screening.

- G. Permission to hire Greg Nelson for Public Works Seasonal Technician position at \$14.50 per hour effective 5/5/2020, pending pre-employment screening.

9. BID ITEMS

- A. Results of bids opened at 2:00 p.m. on April 28 for Surplus items.
- B. Results of bids opened at 2:00 p.m. on April 30 for Installation of the Infrastructure related to TIF #12 Affordable Housing Stage Run. Bid Bond and acknowledge of Addendum #1 were received.

10. PUBLIC HEARINGS

- A. Set public hearing on May 18 for Retail (on-off sale) Malt Beverage License, and Retail (on-off sale) Wine Licenses for Midnight Star at 677 Main Street.

11. OLD BUSINESS

12. NEW BUSINESS

- A. Second Reading of Ordinance 1311, Business Licenses
- B. Resolution 2020-16 Business License Rate Fees
- C. Approve City of Deadwood Business License Application and Certificate.
- D. Second Reading of Ordinance 1312 – Emergency Ordinance to address a public health crisis by implementing certain measures which have deemed necessary to slow the community spread of Coronavirus (COVID-19)
- E. Second Reading of Ordinance 1313 - Ordinance Amending Chapter 8.16 of the City of Deadwood Municipal Code Addressing Nuisances
- F. Resolution 2020-17 Emergency Resolution to address the re-opening of Deadwood businesses closed due to the public health crisis caused by Coronavirus (COVID-19)
- G. Approve City of Deadwood Guidelines for re-opening of Deadwood businesses.
- H. Permission to declare an emergency under SDCL 5-18A-9 for work to be done on City property and adjacent property due to movement of both the hillside and retaining wall behind the residence at 30 Adams Street which is a threat to public safety and property.
- I. Permission to enter into contract with Albertson Engineering and assembled professionals in the amount of \$302,367.10 for design services associated with July 4, 2019 flood damage with portions to be reimbursed through FEMA as part of the disaster declaration DR-4467 Project #123113

13. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

14. EXECUTIVE SESSION

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

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

15. ADJOURNMENT

This will be a Public Meeting conducted through Zoom. To participate,

Join Zoom Meeting

<https://zoom.us/j/6055782082>

Meeting ID: 605 578 2082

One tap mobile: 1-346-248-7799

Please practice the CDC's social distancing recommendations.

Please be considerate of others and if you no longer have business activities during the meeting, do not feel obligated to remain.

REGULAR MEETING, April 20, 2020

The Regular Session of the Deadwood City Commission convened on Monday, April 20, 2020 at 1:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, and Charlie Struble, and Gary Todd via zoom. All motions passed unanimously unless otherwise stated.

Due to the need for social distancing, this commission meeting was conducted via teleconference, all motions were done by roll call vote.

APPROVAL OF MINUTES

Martinisko moved, Johnson seconded to approve the minutes of April 6, 2020 as amended. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Martinisko moved, Todd seconded to approve the April 20, 2020 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	98.28
A-1 CONSTRUCTION	PROJECT	32,285.00
ACE HARDWARE	SUPPLIES	95.94
ACE INDUSTRIAL	SUPPLIES	1,751.47
AINSWORTH-BENNING	PROJECT	8,921.07
ALBERTSON ENGINEERING	PROJECT	4,587.15
ALEX AIR APPARATUS	SUPPLIES	596.70
AMAZON	SERVICE	461.29
BALCO UNIFORM	UNIFORMS	73.06
BDTAID	SIGNAGE	1,600.00
BH CHEMICAL	SUPPLIES	328.40
BH FLOOR CLEANING	SERVICE	340.00
BH PIONEER	SERVICE	843.36
BH SECURITY	SERVICE	2,525.51
BH WINDOW CLEANING	SERVICE	694.00
BUTLER MACHINERY	SERVICE	210.00
BUTTE COUNTY EQUIPMENT	SUPPLIES	487.32
CHAINSAW CENTER	RENTAL	450.00
COCA COLA	SUPPLIES	771.68
CODE WORKS	PROJECT	6,784.96
CULLIGAN	SUPPLIES	142.25
DAKOTA TITLE	SERVICE	360.00
DEADWOOD ALIVE	APRIL	20,000.00
DEADWOOD CHAMBER	BILL LIST	82,107.96
DVFD	SUPPLIES	519.73
DESTINATION DEVELOPMENT	MEMBERSHIP	180.00
DONARSKI LAWN CARE	PROJECT	3,732.50
FASTENAL	SUPPLIES	100.44
FIB CREDIT CARDS	SUPPLIES	3,842.86
FIRST INTERSTATE BANK	TIF PAYMENT	11,857.07
GARDNER CONSTRUCTION	PROJECT	1,890.00
GLANZER, MIKE	REPAIR	306.00
GOLDEN WEST	SERVICE	6,996.27
GREAT DISPLAY	SUPPLIES	1,684.00
HANSEN WHEEL	MAINTENANCE	3,251.68
HILLYARD	SUPPLIES	80.65
HOLIDAY INN EXPRESS	CONFERENCE	1,372.00
IWORQ	PROJECT	2,500.00
JUNEKS SERVICE	REPAIR	100.28
KEYSTONE RIDGE DESIGNS	ASH URNS	6,115.00
KONE	MAINTENANCE	486.80
LAWRENCE CO. REGISTER	SERVICE	150.00
LAWSON PRODUCTS	SUPPLIES	1,188.56
LIGHTING MAINTENANCE	REPAIR	2,356.83
LYNN'S	SUPPLIES	7.99
M & T FIRE	TESTING	166.00
M&M SANITATION	RENTAL	120.00
NALCO	SUPPLIES	356.96
NORTHERN HILLS HOMES	SERVICE	6,995.00
NORTHERN HILLS TECHNOLOGY	SERVICE	131.50
NORTHWEST PIPE FITTINGS	SUPPLIES	125.53
O'CONNOR	SUPPLIES	964.98
PASSPORT LABS	METERS	40.25
PITNEY BOWES	POSTAGE	500.00
PONDEROSA LAND SURVEYS	SERVICE	802.50
PRO-STEAM CARPET	SERVICE	320.00
QUILL	SUPPLIES	181.73
RAPID DELIVERY	DELIVERY	35.37
RASMUSSEN MECHANICAL	SERVICE	5,343.07
REGIONAL HEALTH	TESTING	35.00
RITZ, JODY	PROJECT	1,670.73
SALSBURY INDUSTRIES	LOCKERS	8,800.00
SCULL CONSTRUCTION	PAY APP	192,716.65
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF LABOR	BENEFITS	1,370.00
SD DEPT. OF MOTOR VEHICLES	SERVICE	21.20
SD DEPT. OF REVENUE	TAX	2,297.23
SD ONE CALL	SERVICE	20.16

REGULAR MEETING, April 20, 2020

SERVALL	SUPPLIES	300.00
SOUTHSIDE OIL	FUEL	7,280.00
SOUTHSIDE SERVICE	SERVICE	390.20
STARTZ & STARTZ LANDSCAPING	SERVICE	75.00
STRETCH'S	SERVICE	1,686.12
STURDEVANT'S	SUPPLIES	1,589.79
TALLGRASS LANDSCAPE	PROJECT	2,564.80
TEAM LABORATORY CHEMICAL	SUPPLIES	806.00
TEEN COURT	ALLOCATION	8,500.00
THE LORD'S CUPBOARD	RECYCLING	49.50
TOMS, DON	PROJECT	600.00
TWILIGHT	SUPPLIES	235.61
TWIN CITY HARDWARE	SERVICE	89.91
TWIN CITY HARDWARE	GRANTS	1,600.00
VERIZON CONNECT	SERVICE	109.75
VIGILANT BUSINESS SOLUTION	SCREENING	657.40
		Total \$494,611.55

CONSENT

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

- A. Remove trolley drivers Steve Hogan and Tom Riley from payroll effective April 1, 2020.
- B. Permission to pay Gardner Construction in the amount of \$3,380.00 for contracted services of snow removal. (To be paid from Streets budget)
- C. Permission to pay Stuen Construction in the amount of \$5,567.50 for contracted services of snow removal. (To be paid from Streets budget)
- D. Resolution 2020-15 In Support of Application to Occupy SD Department of Transportation Highway Right of Way for Days of '76 parade July 24 and 25, 2020.

RESOLUTION 2020-15

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

WHEREAS, the City of Deadwood (CITY) will be home to the 98th Annual Days of '76 Celebration on July 24th through July 25th, 2020; and,

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

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

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

WHEREAS, CITY herewith is submitting an application to the South Dakota Department of Transportation (SDDOT) for permit to occupy right-of-way for those portions of S.D. Highways 14A and 85 within the corporate limits of CITY on July 24, 2020, beginning at 1:15 p.m. until the end of the parade, and on July 25, 2020, beginning at 9:45 a.m. until the end of the parade; and,

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

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

REGULAR MEETING, April 20, 2020

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

Dated this 20th day of April, 2020

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- E. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Keith W. Hardy.

BID ITEMS

Advertise

Historic Preservation Officer Kuchenbecker explained the walls have been identified as high priority and will be funded through Historic Preservation Bond. Mayor Ruth Jr. explained the location of the wall at 11 Lincoln and is impacting the sidewalk.

Todd moved, Martinisko seconded to advertise and set bid opening for City Retaining Wall project at 11 Lincoln for 2:00 p.m. on May 18, 2020 with results presented to the City Commission that same day. Roll Call: Aye-All. Motion carried.

Mayor Ruth Jr. explained the location of the wall at 56 Taylor. Martinisko moved, Johnson seconded to advertise and set bid opening for City Retaining Wall project at 56 Taylor for 2:00 p.m. on May 18, 2020 with results presented to the City Commission that same day. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Wednesday Summer Concert Series

Public hearing was opened at 5:06 p.m. by Mayor Ruth Jr. Lee Harstad, Deadwood Chamber, was available to answer questions. Mayor Ruth Jr. stated as City moves forward and plans for events, we approve the event and cancel event if it is not appropriate at that time. Hearing closed.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Main Street from the Tin Lizzie Gaming Resort to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street from 6:30 p.m. to 10:00 p.m. on Wednesday, May 27, 2020. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, June 3, 2020 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 27. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, June 10, 2020 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 27. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, June 17, 2020 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 27. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, June 24, 2020 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 27. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, July 1, 2020 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 27. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, April 20, 2020

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, July 8, 2020 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 27. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, July 15, 2020 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 27. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, July 22, 2020 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 27. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, July 29, 2020 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 27. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, August 5, 2020 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 27. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, August 19, 2020 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 27. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, August 26, 2020 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 27. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, September 2, 2020 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 27. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, September 9, 2020 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 27. Roll Call: Aye-All. Motion carried.

Wild Bill Days

Public hearing was opened at 5:17 p.m. by Mayor David Ruth Jr. Lee Harstad, Deadwood Chamber, was available to answer questions, hearing closed.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Main Street from the Tin Lizzie Gaming Resort to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street from 5:00 p.m. to 10:00 p.m. on Friday, June 19, 2020. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on noon to 10:00 p.m. on Saturday, June 20, 2020 for same area as approved on June 19. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to approve street closure on Main Street from Shine Street to Pine Street, Thursday, June 18 at 9:00 a.m. and remain closed until 10:00 p.m. Saturday, June 20, 2020; Main Street from Wall to Deadwood Street on Thursday, June 18 at 2:00 p.m. and remain closed until 2:00 a.m. Sunday, June 21, use of public property for Deadwood's Midnight Cowboy 5K Run on Friday, June 19, waiver of vending fee and allow vending on Main Street on Friday and Saturday, June 19 and 20, for Chamber merchandise and Northern Hills Alliance for Children; waiver of banner fees Friday and Saturday, June 19 and 20; Motorcycle parking on Main Street from Wild Bill Bar to Belle Joli Winery, northwest side only noon to 10:00 p.m. Friday and Saturday, June 19 and 20, 2020. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, April 20, 2020

Legends Ride

Public hearing was opened at 5:22 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Martinisko moved, Todd seconded to allow street closure on Main Street from Pine to Deadwood Street from 9:00 a.m. to 3:30 p.m. for Legends Ride, use of north end of Interpretive Lot for overflow, and waiver of banner fees for directional signage on Monday August 10, 2020. Roll Call: Aye-All. Motion carried.

Bike Parking

Public hearing was opened at 5:23 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Martinisko moved, Johnson seconded to allow the use of the Interpretive Lot for motorcycle parking Thursday, August 6 through Sunday, August 16, and allow motorcycle parking on Main Street from Franklin Hotel to Tin Lizzie Gaming Resort, northwest side only Sunday, August 2 through Sunday, August 16, 2020 from 10:00 a.m. to 2:00 a.m. daily. Roll Call: Aye-All. Motion carried.

Commissioner Todd questioned if Rally is canceled, what needs to happen to rescind event. City Attorney Riggins stated any events that are deemed unable to continue, place event on agenda and reason as to why rescinding.

Days of 76

Public hearing was opened at 5:26 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Martinisko moved, Johnson seconded to allow relaxation of the open container at the Event Complex from 7:00 a.m. Saturday, July 18 to 2:00 a.m. Sunday, July 19, 2020. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow relaxation of the open container at the Event Complex From 7:00 a.m. on Sunday, July 19 to 2:00 a.m. Monday, July 20, 2020. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow relaxation of the open container at the Event Complex from 7:00 a.m. on Monday, July 20 to 2:00 a.m. Tuesday, July 21, 2020. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow relaxation of the open container at the Event Complex from 7:00 a.m. on Tuesday, July 21 to 2:00 a.m. Wednesday, July 22, 2020. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow relaxation of the open container at the Event Complex from 7:00 a.m. on Wednesday, July 22 to 2:00 a.m. Thursday, July 23, 2020. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow relaxation of the open container at the Event Complex from 7:00 a.m. on Thursday, July 23 to 2:00 a.m. Friday, July 24, 2020. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow relaxation of the open container at the Event Complex from 7:00 a.m. on Friday, July 24 to 2:00 a.m. Saturday, July 25, 2020. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow relaxation of the open container at the Event Complex from 7:00 a.m. on Saturday, July 25 to 2:00 a.m. Sunday, July 26, 2020. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow special full temporary liquor license for Days of '76 on Tuesday July 21 through Saturday, July 25, 2020 from 2:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, April 20, 2020

Martinisko moved, Johnson seconded to approve the use of the Event Complex Friday, July 17 through Friday, July 31, street closure on Main Street from Masonic Temple to Tin Lizzies Gaming Resort and a portion of 14A from Tin Lizzies Gaming Resort to Event Complex from 1:00 p.m. until parade ends on Friday July 24, and from 9:30 a.m. until parade ends on Saturday, July 25. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Contract

Kuchenbecker explained the RFP. Todd moved, Johnson seconded to accept RFP from Deadwood Alive for Street Performers and direct attorney to develop contract for 2021 to 2025 seasons. Roll Call: Aye-All. Motion carried.

Policy

Finance Officer McKeown explained the policy and that it was a suggestion from the legislative auditor. Johnson moved, Todd seconded to approve Policy for Commissioner Tablets. Roll Call: Aye-All. Motion carried.

Ordinance

Planning and Zoning Administrator Russell explained the license, which will provide additional protection to businesses, and first responders. Discussion was held concerning fee. Todd moved, Martinisko seconded to approve first reading of Ordinance 1311, Business Licenses. Roll Call: Aye-All. Motion carried. Commissioner Martinisko thanked staff for their time. Commissioner Todd stated this will help with accountability.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mayor Ruth Jr. gave an update on the current situation and operation of businesses within the community. He stated a task force has been established consisting of the following nine individuals: Dr. Groeger, Mark Schmidt, Craig Sparrow, Caleb Arceneaux, Louie LaLonde, Mike Trucano, Michael Johnson, Tom Kruzel and himself. The purpose of the task force is to identify and discuss the different data sets and identify which variables, as a community, we need to be mindful of and watch. Also, make responsible decisions in the safety of community and business community as well, with the understanding that we will not give away public safety in the interest of economics but also understand the City of Deadwood cannot sustain being completely closed for the remainder of 2020. He also stated the task force met today to discuss what a reopening of Deadwood will look like when that happens, with the understanding that Deadwood is a community of visitation and tourism, identifying ways to provide a safe and healthy environment for the residents, employees and visitors of the community. He also requested Commission meet every Monday to make realistic, time sensitive decisions going forward until at such time the community is back open.

Resident, Lacey Shirey, believes Deadwood should be opened by May 1 or middle of May. Mayor Ruth Jr. stated those targeted dates are being looked at, it's preliminary to put a date on the calendar based on the information being gathered from Monument Health, Gaming Industry, and CDC guidelines.

Commissioner Todd questioned the street closure on Main Street. Mayor Ruth stated Main Street should be done this Friday.

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

ADJOURNMENT

Martinisko moved, Johnson seconded to adjourn the regular session at 5:52 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2 (1) with possible action. The next regular meeting will be on Monday, May 4, 2020.

REGULAR MEETING, April 20, 2020

After coming out of executive session at 6:42 p.m. Martinisko moved, Struble seconded to allow a temporary pay increase of \$2.00 per hour to the employee taking over the Parks Superintendent position while other employee is out on approved leave, effective April 27, 2020.

Martinisko moved, Struble seconded to adjourn.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

SPECIAL MEETING, April 27, 2020

The Special Session of the Deadwood City Commission convened on Monday, April 27, 2020 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, and City Attorney Quentin L. Riggins, Commissioners Michael Johnson, Sharon Martinisko, and Charlie Struble. Commissioner Gary Todd was absent. All motions passed unanimously unless otherwise stated.

NEW BUSINESS

Ordinance

City Attorney Riggins explained the Ordinance, which reopen all businesses based upon the task force committee. He also stated some changes may be made concerning casino table games. Mayor Ruth Jr. thanked the members of the task force. He stated as communities begin to relax restrictions put in place, we will see an increase in cases on western side of state, so we will be aware of the situation around us. Commissioner Martinisko asked if ordinance includes restaurant seating. Attorney Riggins replied yes, business would still have to follow Governor's executive order. Martinisko also asked if ordinance addresses businesses, which are not complying, or have an increase in cases and have to close. Riggins replied enforcement is going to be addressed in Item B, which would give the Police ability to enforce non-compliance businesses. He also stated if increases in cases arise, we could close down if needed and allows things to be dictated by Governor based on executive order. Mayor Ruth stated members of the task force want to ensure everything is correct so we don't have to reclose again. The goal is to take every measure possible; with understanding there may come a situation that would have to be addressed. Martinisko moved, Johnson seconded to approve first reading of Ordinance 1312, Emergency Ordinance to address a public health crisis by implementing certain measures which have been deemed necessary to slow the community spread of Coronavirus (COVID-19.) Roll Call: Aye-All. Motion carried.

Ordinance

Attorney Riggins stated Ordinance addresses enforcement. He stated currently we have the ability to abate public nuisances; ordinance will speed up the process only if Commission determines there exists a public health crisis that would create a nuisance. He also stated for example in the fall if City would have to shut businesses down again due to corona virus, City could declare by Resolution, a public health crisis which would enable city to follow any requirements set forth by Governor for social distancing, to abate nuisances that violate any ordinances or resolutions passed. Commissioner Martinisko asked if ordinance allows police department to abate now. Riggins replied ordinance will give officers the ability to give citations rather than allow certain abatement procedures, and give flexibility to discuss abatement steps to avoid citation. Martinisko moved, Struble seconded to approve first reading of Ordinance 1313, Amending Chapter 8.16 of the City of Deadwood Municipal Code addressing Nuisances. Roll Call: Aye-All. Motion carried.

Refund

Historic Preservation Officer Kuchenbecker explained the refund. Martinisko moved, Struble seconded to acknowledge refund of \$2,560.80 (a 2019 expenditure) from Glice International for shipping container to store synthetic ice rink and accoutrements and authorize staff to purchase a container locally in an amount not to exceed the refund. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Next Regular Meeting May 4th @ 5:00 p.m.
- Special Meeting May 11th @ 5:00 p.m.
- Regular Meeting May 18th @ 5:00 p.m.

Resident, Lacey Shirey, asked what is going to constitute shutting the City down again. Mayor Ruth Jr. replied that because task force includes professionals from Monument Health and Industry Leaders feedback, but mostly will come from the Governor.

Resident, Annie Seifert, asked when Ordinance would come effective. Mayor Ruth Jr. replied he cannot give a date because he does not know what is going to happen in a week, as well as how far the task force will be in a week. She also asked about casino testing employees. Ruth Jr. explained the process that the task force is putting together.

SPECIAL MEETING, April 27, 2020

Resident, Mark Shirey asked about the specifics of the Ordinance. Kuchenbecker handed him a copy. Ruth Jr. explained the specifics.

Jessica Eide, questioned what kind of precautions the task force is going to recommend to protect front line workers. Ruth Jr. stated there are measures that are being suggested for close contact, masked employees, disinfectants and others things that professionals are suggesting to utilize.

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

ADJOURNMENT

Johnson moved, Struble seconded to adjourn the regular session at 5:34 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2 (1) with possible action. The next regular meeting will be on Monday, May 4, 2020.

After coming out of executive session at 5:58 p.m. Martinisko moved, Johnson seconded to adjourn.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 05019 COMBINED - 5/5/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3309	THE LORD'S CUPBOARD					
		I-042320	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	45.88
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 45.88
01-0545	LYNN'S DAKOTA MART					
		I-0004- 4/24/20	101-4111-426	SUPPLIES DEPT.HEAD MEETING - COMM.	000000	18.05
01-0619	TWILIGHT FIRST AID & SA					
		I-INV-28712	101-4111-426	SUPPLIES (100) FACE SHIELDS/SAFETY	000000	600.00
				DEPARTMENT 111	COMMISSION	TOTAL: 618.05
01-0433	WELLMARK BLUE CROSS BLU					
		I-050120	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,233.29
01-1171	A & B BUSINESS SOLUTION					
		I-IN721143	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	90.74
01-3877	MUTUAL OF OMAHA					
		I-001081882345	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.46
				DEPARTMENT 142	FINANCE	TOTAL: 3,340.49
01-0433	WELLMARK BLUE CROSS BLU					
		I-050120	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,926.82
01-0479	EPCO ENVIRONMENTAL PROD					
		I-66718	101-4192-426	SUPPLIES PLEATED AIR FILTERS VARIOUS/PB	000000	1,008.25
		I-66719	101-4192-426	SUPPLIES CUSTOM PLEATED FILTERS/PB	000000	129.90
01-0545	LYNN'S DAKOTA MART					
		I-0011	101-4192-426-04	SUPPLIES - CI KITCHEN SUPPLIES - CITY HALL	000000	23.72
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 3/24-04/22	101-4192-428-04	UTILITIES - C CITY HALL	000000	458.74
		I-NAT GAS 3/24-04/22	101-4192-428-14	UTILITIES - S CITY SHOP	000000	474.33
		I-NAT GAS 3/24-04/22	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	256.86
		I-NAT GAS 3/24-04/22	101-4192-428-07	UTILITIES - F FIRE HALL	000000	338.63
		I-NAT GAS 3/24-04/22	101-4192-428-13	UTILITIES - R REC CENTER	000000	2,352.32
		I-NAT GAS 3/24-04/22	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	314.68
		I-NAT GAS 3/24-04/22	101-4192-428	UTILITIES GAYVILLE WATER HOUSE	000000	30.95
		I-NAT GAS 3/24-04/22	101-4192-428-09	UTILITIES - H HARCC	000000	271.13
		I-NAT GAS 3/24-04/22	101-4192-428-19	UTILITIES - G GATEWAY PLUMA	000000	48.97
		I-NAT GAS 3/24-04/22	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	196.00
		I-NAT GAS 3/24-04/22	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	147.45

PACKET: 05019 COMBINED - 5/5/20
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0553	MONTANA DAKOTA UTILITIE	continued				
	I-NAT GAS 3/24-04/22	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	163.35	
	I-NAT GAS 3/24-04/22	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	610.74	
	I-NAT GAS 3/24-04/22	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	399.40	
	I-NAT GAS 3/24-04/22	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	288.91	
	I-NAT GAS 3/24-04/22	101-4192-428-10	UTILITIES - L LIBRARY	000000	281.60	
01-0578	TWIN CITY HARDWARE & LU					
	I-2003-065569	101-4192-425-13	REPAIRS - REC BRUSH-ADAPTER-BRAID CORD/REC	000000	44.17	
	I-2003-065656	101-4192-425-15	REPAIRS - TRO FLOOR TILE/ADHESIVE-TRLLY BRN	000000	170.25	
	I-2003-065661	101-4192-425-13	REPAIRS - REC MASKING TAPE-HAMMER-FASTEN/REC	000000	57.58	
	I-2003-065677	101-4192-425-13	REPAIRS - REC TINT BS PAINT/REC CENTER	000000	41.99	
	I-2003-065737	101-4192-425-13	REPAIRS - REC PUTTY KNIFE-TUBOTOWELS/REC	000000	18.97	
	I-2003-065958	101-4192-425-13	REPAIRS - REC BIT-BREWER-FILTER-TOOLBOX/REC	000000	158.43	
	I-2003-066137	101-4192-425-07	REPAIRS - FIR SCOUR PADS-CORD-SPRAY/FIRE HAL	000000	97.07	
	I-2003-066198	101-4192-425-08	REPAIRS - HIS PUTTY KNIFE-WOOD PUTTY-TWL/HIS	000000	14.26	
	I-2003-066205	101-4192-425-13	REPAIRS - REC TRUCK BED TURBO SPRAY/REC	000000	16.99	
	I-2004-066331	101-4192-425-08	REPAIRS - HIS POLYURETHANE/HISTORY	000000	19.99	
	I-2004-066337	101-4192-425-09	REPAIRS - HAR (2) BRZ GROUND CLAMP/HARCC	000000	13.98	
	I-2004-066392	101-4192-426-13	SUPPLIES - RE OFFICE SUPPLIES-ORGANIZER/REC	000000	57.20	
	I-2004-066401	101-4192-425-13	REPAIRS - REC HVY DUTY WAX BOWL GASKET/REC	000000	5.99	
	I-2004-066440	101-4192-425-08	REPAIRS - HIS SILICONE-CAULKING KIT/HISTORY	000000	14.98	
	I-2004-066441	101-4192-425-08	REPAIRS - HIS PAIL-BAGS-TAPE-LINER-COVER/HIS	000000	90.77	
	I-2004-066482	101-4192-425-08	REPAIRS - HIS CONNECTOR-MASK TAPE-SLNT/HISTO	000000	46.44	
	I-2004-066553	101-4192-425-08	REPAIRS - HIS BLUE MASKING TAPE/HISTORY	000000	6.99	
	I-2004-066821	101-4192-425-13	REPAIRS - REC NET PLUMBING/REC CENTER	000000	0.59	
	I-2004-066838	101-4192-425-13	REPAIRS - REC SPRYR-PAINT-WIRELESS MOUSE/REC	000000	111.93	
	I-2004-066972	101-4192-425-13	REPAIRS - REC ADHESIVE-STG TOTE-PAINT/REC	000000	161.93	
	I-2004-066992	101-4192-425-13	REPAIRS - REC OUTLET COVER/REC CENTER	000000	7.99	
	I-2004-067001	101-4192-425-08	REPAIRS - HIS MINI TUBE-PIPE CUTTER/HISTORY	000000	39.98	
	I-2004-067013	101-4192-425-13	REPAIRS - REC BRUSH-COVER-PAINT-LINER/REC	000000	141.21	
	I-2004-067072	101-4192-425-08	REPAIRS - HIS GORILLA GLUE-VINYL TAPE/HISTOR	000000	10.98	
	I-2004-067145	101-4192-425-08	REPAIRS - HIS 2 BULB CEILING FIXTURE/HISTORY	000000	14.99	
	I-2004-067321	101-4192-425-08	REPAIRS - HIS PAINT-TAPE-LINER-BIT HOLDER/HI	000000	150.41	
	I-2004-067676	101-4192-425-13	REPAIRS - REC CAULK-ADHESIVE-PAINT/REC CENTE	000000	255.92	
	I-2004-067677	101-4192-425-13	REPAIRS - REC (2) TRUCK BED TURBO SPRAY/REC	000000	33.98	
	I-2004-067707	101-4192-425-01	REPAIRS - ADA 5/16 ~ 7/8 CLAMP/ADAMS HOUSE	000000	1.99	
	I-2004-067709	101-4192-425-08	REPAIRS - HIS BIT-TAPPER-BRUSH-LINERS/HIST	000000	46.55	
	I-2004-067711	101-4192-425-01	REPAIRS - ADA PVC TEE-CEMENT-CPLING-PRIMER/A	000000	9.96	
	I-2004-067717	101-4192-425-13	REPAIRS - REC BIT HOLDER-DOVE COVER-TAPE/REC	000000	146.27	
	I-2004-067736	101-4192-425-14	REPAIRS - STR FCT CONNECTOR/STREETS	000000	9.99	
	I-2004-067830	101-4192-425-08	REPAIRS - HIS COVER-WIRE-TAPE RULE-CAULK/HIS	000000	48.23	
	I-2004-067925	101-4192-425-13	REPAIRS - REC SILVER DOOR BOTTOM-PAINT/REC	000000	275.92	
	I-2004-067994	101-4192-425-04	REPAIRS - CIT NAT DANISH OIL-CHIP BRUSH/CITY	000000	43.36	
	I-2004-068010	101-4192-425-13	REPAIRS - REC PAINT BRUSH-WATERPROOFER/REC	000000	89.93	
	I-2004-068015	101-4192-425-13	REPAIRS - REC ALUM ANGLE/REC CENTER	000000	39.98	
	I-2004-068063	101-4192-425-13	REPAIRS - REC WALL PLATE-DOOR STOP-CONNECT/R	000000	42.94	
	I-2004-068138	101-4192-425-04	REPAIRS - CIT PINE-CHISL-CUTSNIP-CRNRBEAD/CI	000000	53.80	
	I-2004-068465	101-4192-425-04	REPAIRS - CIT UTILITY BL-SCREW-JNT COMP/CITY	000000	30.47	

PACKET: 05019 COMBINED - 5/5/20

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2004-068490	101-4192-425-10	REPAIRS - LIB STORAGE BOX-WATER HEATER/LIBR	000000	645.94
		I-2004-068542	101-4192-425-13	REPAIRS - REC PVC-DIELECTRIC UNION/REC	000000	21.97
		I-2004-068582	101-4192-425-13	REPAIRS - REC CEMENT-PVC UNION-CONNECTOR/REC	000000	17.27
		I-2004-068633	101-4192-425-04	REPAIRS - CIT SCREWS-BRUSH-FRAME-TEXTR/CITY	000000	45.45
		I-2004-068643	101-4192-425-13	REPAIRS - REC BRUSH-COUPPING-LINER-COVER/REC	000000	149.50
		I-2004-068711	101-4192-425-08	REPAIRS - HIS PASTEL BS PAINT/HISTORY	000000	41.99
		I-2004-068738	101-4192-425-10	REPAIRS - LIB PLUG-PRIMER-SPRAY PAINT/LIBRAR	000000	59.45
		I-2004-069022	101-4192-425-04	REPAIRS - CIT (3) PINE 1X10X10/CITY HALL	000000	35.97
		I-2004-069219	101-4192-425-04	REPAIRS - CIT HOOK-WOOD STAIN-WALL BASE/CITY	000000	69.45
01-0619	TWILIGHT FIRST AID & SA					
		I-INV-28674	101-4192-426	SUPPLIES DISPOSABLE FACE MASK/PB	000000	112.50
01-0684	NORTHWEST PIPE FITTINGS					
		I-1293313	101-4192-425-13	REPAIRS - REC 2 WAY ANTI WATER HAMMER/REC	000000	478.79
01-1502	BLACK HILLS CHEMICAL					
		I-172800A	101-4192-426	SUPPLIES STERIPHENE AEROSOL/PUB BLDG	000000	73.56
		I-174908	101-4192-426	SUPPLIES GLOVES-CLEANER-TOWEL-CUPS/PB	000000	709.90
		I-175228	101-4192-426	SUPPLIES BLEACH-GLASS CLEANER/PB	000000	111.17
01-1626	SERVALL UNIFORM AND LIN					
		I-S0333246	101-4192-426-04	SUPPLIES - CI MOPS-MATS-LINEN-TOWELS/CITY	000000	193.21
		I-S0333248	101-4192-426-07	SUPPLIES - FI TOWEL-MOP-MAT-LINEN/FIRE HALL	000000	63.12
		I-S0334076	101-4192-426	SUPPLIES (9) WILLARD SANITIZER 1 LTR/PB	000000	131.31
01-3094	BOMGAARS					
		I-57615313	101-4192-434	MACHINERY/EQU PORT PLANER-80-120 GRIT/PB	000000	674.29
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV023576	101-4192-425-04	REPAIRS - CIT IGNITOR/CITY HALL	000000	87.00
01-3421	S AND C CLEANERS					
		I-04/20/20 INV 100	101-4192-422-04	PROFESSIONAL CLEANING POLICE DEPT/CITY HALL	000000	2,533.00
		I-04/20/20 INV 135	101-4192-422-21	PROFESSIONAL CLEANING WELCOME CENTER	000000	1,740.00
		I-04/20/20 INV 146	101-4192-422-07	PROFESSIONAL CLEANING FIRE HALL	000000	400.00
		I-04/20/20 INV 146	101-4192-422-10	PROFESSIONAL CLEANING - LIBRARY	000000	600.00
		I-04/20/20 INV#100	101-4192-422-04	PROFESSIONAL CLEAN - CITY HALL	000000	80.00
		I-04/20/20 INV#100	101-4192-422-14	PROFESSIONAL CLEAN - STREETS	000000	200.00
		I-04/20/20 INV#100	101-4192-422-11	PROFESSIONAL CLEAN - PARKS	000000	200.00
		I-04/20/20 INV#100	101-4192-422-24	PROFESSIONAL CLEAN - OUTLAW SQUARE	000000	97.50
01-3838	VAST BROADBAND					
		I-TELEPHONE 04/16/20	101-4192-428-07	UTILITIES - F FIRE DEPT	000000	290.82
		I-TELEPHONE 04/16/20	101-4192-428-10	UTILITIES - L LIBRARY	000000	255.03
		I-TELEPHONE 04/16/20	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.76
		I-TELEPHONE 04/16/20	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	262.22
		I-TELEPHONE 04/16/20	101-4192-428-04	UTILITIES - C CITY HALL	000000	1,336.25

PACKET: 05019 COMBINED - 5/5/20

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
01-3838	VAST BROADBAND	continued				
	I-TELEPHONE	04/16/20	101-4192-428-13	UTILITIES ~ R REC CENTER INTERNET	000000	90.00
	I-TELEPHONE	04/16/20	101-4192-428-14	UTILITIES ~ S STREET DEPT	000000	45.06
	I-TELEPHONE	04/16/20	101-4192-428-06	UTILITIES ~ D DAYS OF 76 GRANDSTANDS	000000	135.09
	I-TELEPHONE	04/16/20	101-4192-428-04	UTILITIES ~ C CITY HALL	000000	233.86
01-3877	MUTUAL OF OMAHA					
	I-001081882345		101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
01-3896	EAGLE ENTERPRISES, LLC					
	I-22439		101-4192-426	SUPPLIES 18 WATT LEDLAMPS-SOCKETS/PB	000000	988.00
01-3964	CONVERGINT TECHNOLOGIES					
	I-W897112		101-4192-425-04	REPAIRS - CIT ACCESS CONTROL PROGRAM/CITY	000000	255.10
01-3977	ACE HARDWARE OF LEAD					
	I-016335		101-4192-425-13	REPAIRS - REC GLDN OAK GEL STAIN PT/REC CENT	000000	15.99
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 28,093.95
01-4679	MUNICODE					
	I-00341573		101-4193-422	PROFESSIONAL WEBSITE,HOSTING,MAINT.,SUPPORT	000000	2,925.00
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 2,925.00
01-0433	WELLMARK BLUE CROSS BLU					
	I-050120		101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	15,267.41
01-0508	GALLS, LLC					
	I-015400040		101-4210-426	SUPPLIES CUSTOM CUT OUTS - POLICE	000000	121.85
01-3060	QUIK SIGNS					
	I-29766		101-4210-422	PROFESSIONAL WALL MAP - POLICE	000000	385.67
01-3135	A - Z SHREDDING, INC.					
	I-23434042120		101-4210-422	PROFESSIONAL SHREDDING - POLICE	000000	27.85
01-3877	MUTUAL OF OMAHA					
	I-001081882345		101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	74.25
					DEPARTMENT 210 POLICE	TOTAL: 15,877.03
01-0433	WELLMARK BLUE CROSS BLU					
	I-050120		101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,109.93
01-0578	TWIN CITY HARDWARE & LU					

PACKET: 05019 COMBINED - 5/5/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		C-2004-068102	101-4221-425	REPAIRS REFUND CLAMPS - FIRE DEPT	000000	2.00-
		I-2003-065711	101-4221-425	REPAIRS BOLT SNAP,CLOTHES HOOK/ FIRE	000000	8.48
		I-2003-066223	101-4221-425	REPAIRS 1" EMT COUPLING - FIRE DEPT	000000	2.49
		I-2004-066455	101-4221-425	REPAIRS DRL SCREWS, FASTENERS - FIRE	000000	17.83
		I-2004-06662	101-4221-426	SUPPLIES BLOWGUN KIT - FIRE DEPT	000000	14.99
		I-2004-067605	101-4221-425	REPAIRS TENSION BAR - FIRE DEPT	000000	6.49
		I-2004-068011	101-4221-425	REPAIRS HANGING FILES,RUBBER BNDS-FIRE	000000	11.68
		I-2004-068093	101-4221-425	REPAIRS CLAMPS - FIRE DEPT	000000	11.96
		I-2004-069115	101-4221-426	SUPPLIES 2-PROPANE CYLINDERS - FIRE DPT	000000	8.98
01-1171	A & B BUSINESS SOLUTION					
		I-IN720168	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	57.29
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D0446	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	9,014.98
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-04/20/2020	101-4221-422	PROFESSIONAL REIMBS.SHIPPING FEE - FIRE DPT	000000	13.65
01-3877	MUTUAL OF OMAHA					
		I-001081882345	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 10,279.97
01-0433	WELLMARK BLUE CROSS BLU					
		I-050120	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,027.73
01-1003	VERIZON WIRELESS					
		I-9852287892	101-4232-422	PROFESSIONAL TABLET/BLDG INSPECTOR	000000	26.97
01-3877	MUTUAL OF OMAHA					
		I-001081882345	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 1,059.63
01-0433	WELLMARK BLUE CROSS BLU					
		I-050120	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,044.22
01-0578	TWIN CITY HARDWARE & LU					
		I-2003-065663	101-4310-426	SUPPLIES SCREW BOLT 1/2X4/STREETS	000000	21.99
		I-2003-065666	101-4310-426	SUPPLIES (2) GLASSES/STREETS	000000	9.98
		I-2003-065735	101-4310-426	SUPPLIES 60 LB CONCRETE MIX/STREETS	000000	4.49
		I-2003-066150	101-4310-426	SUPPLIES SMALL SCREW EYES-KEY RING/STRT	000000	13.97
		I-2004-066844	101-4310-426	SUPPLIES PACKAGE WRAP/STREETS	000000	29.99
		I-2004-066993	101-4310-426	SUPPLIES FLT WASHER-HEX NUT-ROD/STRTS	000000	70.44
		I-2004-068508	101-4310-426	SUPPLIES FASTENERS VARIOUS/STREETS	000000	8.10

PACKET: 05019 COMBINED - 5/5/20

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2004-068567	101-4310-426	SUPPLIES DP IM SOCKET-DEEP SOCKET/STRTS	000000	39.97
		I-2004-068590	101-4310-426	SUPPLIES DEMING BITS SILVER VARIOUS/STR	000000	59.98
		I-2004-068631	101-4310-426	SUPPLIES FASTENERS VARIOUS/STREETS	000000	14.98
		I-2004-068641	101-4310-426	SUPPLIES SHIP AUGER BIT/STREETS	000000	39.99
		I-2004-068840	101-4310-426	SUPPLIES HEAVY DUTY U POST/STREETS	000000	39.95
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-58912	101-4310-425	REPAIRS HVY TRUCK TIRE REPAIR/STRTS	000000	50.00
01-0684	NORTHWEST PIPE FITTINGS					
		I-1293724	101-4310-426	SUPPLIES (4) POLY FIRE FOG NOZZLES/STRT	000000	126.92
01-0782	JACOBS PRECISION WELDIN					
		I-26783	101-4310-425	REPAIRS FAB 3 CUTTING EDG-FLAT IRON/ST	000000	157.36
		I-26814	101-4310-425	REPAIRS EYEBOLTS PLOW PARTS/STREETS	000000	16.00
		I-26839	101-4310-425	REPAIRS 1 1/2"ODX3/4"ID DOM TUBING/ST	000000	55.42
		I-26843	101-4310-425	REPAIRS 8X8X1/4 SQUARE TUBINGX12/STRTS	000000	237.43
01-1003	VERIZON WIRELESS					
		I-9852287892	101-4310-422	PROFESSIONAL PAGER PHONE/STREETS	000000	26.45
01-1171	A & B BUSINESS SOLUTION					
		I-IN720171	101-4310-426	SUPPLIES CONTRACT BASE RATE/STREETS	000000	71.04
01-3060	QUIK SIGNS					
		I-29687	101-4310-426	SUPPLIES 30X66 REFLECTIVE LAMIN SIGN/ST	000000	398.01
01-3704	GARDNER CONSTRUCTION					
		I-1713	101-4310-422	PROFESSIONAL HAUL SNOW 2/26 & 2/27/STREETS	000000	3,380.00
01-3872	STUEN CONSTRUCTION, LLC					
		I-1360	101-4310-422	PROFESSIONAL FREIGHTLINER-MACK TRUCK/STRTS	000000	5,567.50
01-3877	MUTUAL OF OMAHA					
		I-001081882345	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-4146	IT STRAPS ON, INC.					
		I-41233	101-4310-426	SUPPLIES BULLS EYE FLARE LEG SIGN/STRTS	000000	124.26
				DEPARTMENT 310 STREETS	TOTAL:	17,639.79
01-4566	ALL ASPECTS INC.LAND SU					
		I-2019-134-3	101-4370-422	PROFESSIONAL (4) MONUMENTS SET/OAKRIDGE	000000	700.00
				DEPARTMENT 370 OAKRIDGE CEMETERY	TOTAL:	700.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0433	WELLMARK BLUE CROSS BLU					
	I-050120	101-4520-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	4,349.41
01-0578	TWIN CITY HARDWARE & LU					
	I-2003-065541	101-4520-426	SUPPLIES	FLT WASHER-HEX LAG SCREW/PRKS	000000	48.98
	I-2003-066194	101-4520-426	SUPPLIES	FLT WASHER-HEX LAG SCREW/PARKS	000000	38.98
	I-2003-066196	101-4520-426	SUPPLIES	LEAF RAKE-SPRING WATER/PARKS	000000	20.80
	I-2004-067474	101-4520-426	SUPPLIES	(3) POWERLOC JOINT SAND/PARKS	000000	65.97
	I-2004-067500	101-4520-425	REPAIRS	PLAY-POWERELOC JOINT SAND/PRK	000000	27.48
	I-2004-068466	101-4520-426	SUPPLIES	DEEP BLUE SPRAY PAINT/PARKS	000000	4.99
	I-2004-068516	101-4520-426	SUPPLIES	(2) RED COLORED MULCH/PARKS	000000	10.98
	I-2004-068824	101-4520-426	SUPPLIES	16 GA SQUARE TUBE/PARKS	000000	11.99
01-0782	JACOBS PRECISION WELDIN					
	I-26802	101-4520-425	REPAIRS	CENT PIVOT ARM-CUTTING EDGE/PR	000000	460.00
01-1003	VERIZON WIRELESS					
	I-9852287892	101-4520-422	PROFESSIONAL	PAGER PHONE/PARKS	000000	26.45
01-1731	WHEELER LUMBER OPERATIO					
	I-1340-033549	101-4520-426	SUPPLIES	FAB BOLLARD POSTS 8' FIR/PARKS	000000	103.20
01-1798	CHAINSAW CENTER/DAKOTA					
	I-1377508	101-4520-425	REPAIRS	MOWER-CUTTER BL-DRUM-PIST/PRKS	000000	332.80
	I-1377512	101-4520-425	REPAIRS	BLADE MOWER-SINDLE ASSBLY/PRKS	000000	514.99
01-1850	FOOTHILLS SEED, INC.					
	I-132746	101-4520-426	SUPPLIES	30-50" 20-10-5-5-5 FERT/PARKS	000000	630.00
01-3877	MUTUAL OF OMAHA					
	I-001081882345	101-4520-415	GROUP INSURAN	LIFE INSURANCE	000000	31.35
			DEPARTMENT 520	PARKS	TOTAL:	6,678.37

01-0433	WELLMARK BLUE CROSS BLU					
	I-050120	101-4640-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	1,651.31
01-3877	MUTUAL OF OMAHA					
	I-001081882345	101-4640-415	GROUP INSURAN	LIFE INSURANCE	000000	7.43
			DEPARTMENT 640	PLANNING AND ZONING	TOTAL:	1,658.74

			FUND	101	GENERAL FUND	TOTAL: 88,916.90

PACKET: 05019 COMBINED - 5/5/20

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
01-0433	WELLMARK BLUE CROSS BLU					
		I-050120	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	554.24
01-1171	A & B BUSINESS SOLUTION					
		I-IN720470	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY/APR	000000	53.05
01-1562	MIDWEST TAPE					
		I-98364289	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	45.44
		I-98391276	206-4550-434	BOOKS, MAPS A DVD - LIBRARY	000000	22.49
		I-98428282	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	59.97
		I-98450346	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	91.46
		I-98482160	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	68.18
		I-98509078	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	114.92
		I-98513464	206-4550-434	BOOKS, MAPS A DVD - LIBRARY	000000	14.56
		I-98543712	206-4550-434	BOOKS, MAPS A DVD - LIBRARY	000000	22.49
01-1911	EMERY-PRATT COMPANY					
		I-632884	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	13.74
		I-633896	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	17.39
01-3877	MUTUAL OF OMAHA					
		I-001081882345	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
				DEPARTMENT 550 LIBRARY	TOTAL:	1,082.88
				FUND 206 LIBRARY FUND	TOTAL:	1,082.88

PACKET: 05019 COMBINED - 5/5/20
VENDOR SET: 01
FUND : 209 BED & BOOZE FUND
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4677	MACK, ASHLEY					
		I-042020	209-3510-460	REC CNTR COLL REFUND DEPOS/BDAY PARTY - REC	000000	28.17
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 28.17

01-0433	WELLMARK BLUE CROSS BLU					
		I-050120	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	554.24
01-1017	FLAT EARTH SIGN COMPANY					
		I-4716-B	209-4510-425	REPAIRS REPLACEMENT PROJECTING SIGN/RE	000000	2,495.00
01-2889	ATCO INTERNATIONAL					
		I-I0549951	209-4510-426	SUPPLIES (2) T-N-T/REC CENTER	000000	230.00
		I-I0550030	209-4510-426	SUPPLIES SANTASTIC II/REC CENTER	000000	118.30
		I-I0550879	209-4510-426	SUPPLIES NU-BRITE WHITE (A/16)/REC CENT	000000	133.20
01-3877	MUTUAL OF OMAHA					
		I-001081882345	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-3891	SALSBURY INDUSTRIES					
		I-6086583	209-4510-434	MACHINERY/EQU ENGRAVED LOCKER PLATES/REC	000000	215.34
				DEPARTMENT 510	REC CENTER	TOTAL: 3,749.30

				FUND	209 BED & BOOZE FUND	TOTAL: 3,777.47

PACKET: 05019 COMBINED - 5/5/20

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
=====						
01-0578	TWIN CITY HARDWARE & LU					
		I-2003-066226	215-4573-335	HIST. INTERP. 64GB SB CARD - ARCHIVES	000000	17.99
		I-2004-069440	215-4573-335	HIST. INTERP. 128 GB MICRO SD - ARCHIVES	000000	34.99
01-3130	MIDWEST ART CONSERVATIO					
		I-042220	215-4573-325	HIST. INTERP. 2020 MEMBERSHIP RENEWAL	000000	50.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO TOTAL:						102.98

01-4679	MUNICODE					
		I-00341573	215-4576-600	PROFES. SERV. WEBSITE,HOSTING,MAINT.,SUPPORT	000000	2,925.00
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						2,925.00

01-0551	MENARD'S					
		C-56811	215-4577-775	CAPITAL ASSET RET GATEWAY SIGN LWR MN PARTS	000000	26.40-
		I-56809	215-4577-775	CAPITAL ASSET GATEWAY SIGN LOWER MAIN PARTS	000000	437.91
01-0578	TWIN CITY HARDWARE & LU					
		I-2004-068810	215-4577-775	CAPITAL ASSET CAULK-GUN-BRUSH-FLEX SEAL/HP	000000	53.82
01-1148	KNECHT HOME CENTER, INC					
		I-4539935	215-4577-775	CAPITAL ASSET GATEWAY SIGN LOWER MAIN	000000	33.32
01-1406	STRETCH'S GLASS & CUSTO					
		I-1028017	215-4577-725	CAPITAL ASSET REBUILD 2 FRAMES ADAMS HOUSE	000000	491.37
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						990.02

01-0433	WELLMARK BLUE CROSS BLU					
		I-050120	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,966.79
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-366121	215-4641-422	PROFESSIONAL UPGRADE ARCGIS 10.8 KK JR TM	000000	212.50
01-1003	VERIZON WIRELESS					
		I-9852287892	215-4641-428	UTILITIES TABLETS/HP	000000	40.01
01-2994	CHAMBERLIN ARCHITECTS					
		I-1-2030	215-4641-422	PROFESSIONAL CONCEPT DESIGN - CENT LINK BLD	000000	2,250.00
01-3314	CENTURY BUSINESS PRODUC					
		I-514947	215-4641-428	UTILITIES HP/PZ CONTRACT 3/9/20-4/8/20	000000	249.80
01-3877	MUTUAL OF OMAHA					
		I-001081882345	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33

PACKET: 05019 COMBINED - 5/5/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4432	GRASSROOTS ADVISORS, LL					
		I-401135	215-4641-426	SUPPLIES 3 SAMSUNG TABLETS NEW HPC MBRS 000000		961.11
01-4625	FIB CREDIT CARDS					
		I-040120	215-4641-434	MACHINERY/EQU DROPBOX LICENSE RENEWAL QTY 7 000000		1,118.25
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						9,815.79
FUND 215 HISTORIC PRESERVATION TOTAL:						13,833.79

PACKET: 05019 COMBINED - 5/5/20
 VENDOR SET: 01
 FUND : 216 REVOLVING LOAN
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4437	FASNACHT, GLENN	I-4528347	216-1310	DUE FROM OTHE 74 VAN BUREN FASNACHT	000000	701.76
01-4612	JS CONSTRUCTION, INC.	I-122-60	216-1310	DUE FROM OTHE WORK DONE 84 VAN BUREN BOBOLZ	000000	5,066.57
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 5,768.33
01-0558	NHS OF THE BLACK HILLS	I-2020-3	216-4653-422	PROFESSIONAL SERVICE CONTRACT 3/20	000000	4,155.00
01-1162	SPEIRS, MARK	I-000518	216-4653-962-01	SPECIAL NEEDS 34 VAN BUREN SPEIRS	000000	1,336.74
01-1483	KNECHT HOME CENTER	I-4540979	216-4653-962-03	WINDOWS GRANT 458 WILLIAMS HAMILTON/CURRY	000000	600.00
01-1496	LAWRENCE CO. REGISTER O	I-042020	216-4653-960	CLOSING CO MORT SATIS BH MINING MUSEUM	000000	30.00
		I-042120	216-4653-960	CLOSING CO RECORD FEE 168 CHARLES ANTRIM	000000	60.00
01-2241	MEADE COUNTY REGISTER O	I-041520	216-4653-960	CLOSING CO SATISF OF MORTG MORSE 20 WASHI	000000	30.00
01-4379	DANNY'S PLUMBING SERVIC	I-000515	216-4653-962-01	SPECIAL NEEDS 10 DENVER PONCE DE LEON	000000	901.02
01-4676	HOWELL, RODNEY	I-030620	216-4653-962-01	SPECIAL NEEDS 148 CHARLES HOWELL	000000	10,000.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 17,112.76
				FUND	216	REVOLVING LOAN
						TOTAL: 22,881.09

PACKET: 05019 COMBINED - 5/5/20

VENDOR SET: 01

FUND : 517 OUTLAW SQUARE FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-2824	WINTER & COMPANY					
		I-22711	517-3000-340	STATE GRANTS MAIN ST MASTER PLAN PH 2 & 3	000000	8,725.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 8,725.00

				FUND	517 OUTLAW SQUARE FUND	TOTAL: 8,725.00

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 05019 COMBINED - 5/5/20

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
01-0433	WELLMARK BLUE CROSS BLU	I-050120	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,270.12
01-0578	TWIN CITY HARDWARE & LU	I-2003-066202	602-4330-425	REPAIRS MALE-FEMALE HOSE REPAIR/WATER	000000	21.96
		I-2004-067330	602-4330-426	SUPPLIES 1/4 IN TITANIUM BITS/WATER	000000	7.49
		I-2004-068851	602-4330-426	SUPPLIES MARKING WAND/WATER	000000	29.99
01-1003	VERIZON WIRELESS	I-9852287892	602-4330-422	PROFESSIONAL PAGER PHONE/WATER	000000	26.45
01-1171	A & B BUSINESS SOLUTION	I-IN720171	602-4330-426	SUPPLIES CONTRACT BASE RATE/WATER	000000	71.05
01-1365	SD PUBLIC HEALTH LAB	I-10593442	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-3877	MUTUAL OF OMAHA	I-001081882345	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	21.45
DEPARTMENT 330 WATER					TOTAL:	4,478.51
FUND 602 WATER FUND					TOTAL:	4,478.51

5/01/2020 10:25 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

PACKET: 05019 COMBINED - 5/5/20

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAF

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3838	VAST BROADBAND					
		I-TELEPHONE 04/16/20	607-4580-428	UTILITIES MT MORIAH GIFT SHOP	000000	40.87
		I-TELEPHONE 04/16/20	607-4580-428	UTILITIES MT MORIAH TICKET BOOTH	000000	126.85
		I-TELEPHONE 04/16/20	607-4580-428	UTILITIES MT MORIAH	000000	140.69
			DEPARTMENT 580	HISTORIC CEMETERIES	TOTAL:	308.41
			FUND 607	HISTORIC CEMETERIES	TOTAL:	308.41

PACKET: 05019 COMBINED - 5/5/20

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-050120	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,233.29
01-1003	VERIZON WIRELESS	I-9852419475	610-4360-424	RENTALS PHONE SERVICE - METERS - P&T	000000	40.01
01-3877	MUTUAL OF OMAHA	I-001081882345	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
01-3895	AFFORDABLY CREATIVE ENG	I-238	610-4360-422	PROFESSIONAL CITY HALL PARKING LOT	000000	6,455.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						9,743.15
01-0433	WELLMARK BLUE CROSS BLU	I-050120	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	554.97
01-0578	TWIN CITY HARDWARE & LU	C-2004-069012	610-4361-426	SUPPLIES RFND BLK ENAMEL,GUAGE- TROLLEY	000000	6.99-
		I-2003-066138	610-4361-426	SUPPLIES BOARDS,KNIFE,TROWEL - FIRE DPT	000000	34.00
		I-2004-067127	610-4361-426	SUPPLIES POWER BITS,SOAP,VINEGAR-TROLLE	000000	28.44
		I-2004-068808	610-4361-426	SUPPLIES BLK ENAMEL,BRUSHES - TROLLEY	000000	20.96
01-0600	TRIPLE K TIRE & REPAIR	I-1-58827	610-4361-425	REPAIRS DISMOUNT/MOUNT TIRE - TROLLEY	000000	123.50
01-3877	MUTUAL OF OMAHA	I-001081882345	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70
01-4286	TCF EQUIPMENT FINANCE	I-05/01/20	610-4361-434	MACHINERY/EQU #300 TROLLEY	000000	3,133.62
		I-05/01/20	610-4361-434	MACHINERY/EQU #301TROLLEY	000000	3,133.62
		I-05/01/20	610-4361-434	MACHINERY/EQU #303 TROLLEY	000000	3,133.62
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						10,161.44
01-3838	VAST BROADBAND	I-TELEPHONE 04/16/20	610-4362-428	UTILITIES PARKING RAMP	000000	145.49
DEPARTMENT 362 BROADWAY GARAGE TOTAL:						145.49
FUND 610 PARKING/TRANSPORTATION TOTAL:						20,050.08

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4677	MACK, ASHLEY					
		I-042020	722-2190	AMOUNTS HELD REFUND DEPOS/BDAY PARTY - REC	000000	1.83
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	1.83

			FUND	722 SALES TAX AGENCY	TOTAL:	1.83
					REPORT GRAND TOTAL:	164,055.96

4/22/2020 3:10 PM
PACKET: 05013 COMBINED - 4/22/20
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 640 PLANNING AND ZONING
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

Add'l Bill - 5/4/20

BANK: FNEAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1529	LAWRENCE CO. TREASURER					
		I-4/22-LOT 2C,BLK 23	101-4640-429	OTHER-GIS #30025-02300-020-20, 3 SHINE	000000	26.72
DEPARTMENT 640 PLANNING AND ZONING TOTAL:						26.72

FUND 101 GENERAL FUND TOTAL:						26.72

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1529	LAWRENCE CO. TREASURER					
		I-4/22-LOT 3,BLK 20	517-4520-429	Other	#30025-02000-030-00, FRANKLIN 000000	1,779.04
				DEPARTMENT 520	PARKS	TOTAL: 1,779.04

				FUND	517 OUTLAW SQUARE FUND	TOTAL: 1,779.04
					REPORT GRAND TOTAL:	1,805.76

8D

Estimate

Straight Line Striping
 1713 Space Court
 Rapid City, SD 57701
 Cell 605-381 4940
 Home 605-341-0863
 Dan St.Pierre

Name/Address

City Of Deadwood
 Sherman St, Lee St, Deadwood St &
 Pine St.
 Deadwood, SD 57732

Date	Estimate No.	Work Order #
04/12/20	1034	

Item	Description	Quantity	Cost	Total
4" yellow	4"Yellow Stripe	4,220	0.14	590.80T
4" White	4" White Stripe	2,334	0.14	326.76T
Curb	Curb Yellow	3,140	0.32	1,004.80T
Curb	Curb Blue	38	0.38	14.44T
Curb	Curb Red	56	0.38	21.28T
Curb	Curb Purple	40	0.42	16.80T
Arrows	Arrows	14	15.00	210.00T
Cross Walk	Cross Walk Bars	41	20.00	820.00T
Stop Bar	Stop Bar	14	25.00	350.00T
	Sales Tax		2.00%	67.10
ESTIMATE IS GOOD FOR 30 DAYS			Total	\$3,421.98

8E

ESTIMATE

FROM

Black Hills
Asphalt LLC
P.O. Box 43
Spearfish, SD 57783
(605) 645-3437
(605) 639-1242

DATE 4-20-2020
JOB NAME Bob jr city deadwood.com
JOB # Bob Nelson Jr.
LOCATION _____
All between
Football field & Radio
grds

TO City of Deadwood

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	<p><u>12 Patches</u></p> <p>aprox 870 sq ft cut remove and patch 4" Thick</p>		<u>5625⁰⁰</u>

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS

RESOLUTION NO. 2020-13
TO DECLARE THE FOLLOWING SURPLUS PROPERTY

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following be declared surplus, accept sealed bids until 2:00 p.m. on April 28, 2020. Bids will be publicly opened at 2:00 p.m. on stairs of City Hall located at 102 Sherman Street, Deadwood, SD with results presented to the City Commission on May 4, 2020 at 5:00 p.m.

2007	John Deere	X748 Tractor	Serial # 030094
1989	Freightliner	FLD120	Vin# 1FUYDCYB4KP345114
2000	Kawasaki	KAF950A1 MULE	Vin# JK1AFDA19YB501920
2002	Genie	GS2032 Lift	Serial # 83156

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approved the following be declared surplus and sold or donated to Deadwood Chamber of Commerce, allowable under SDCL 6-5-2:

2005	Yamaha	JR6-138206	Vin# 5Y4JW52Y95A000123
2005	Yamaha	JR6-142515	Vin# 5Y4JW52Y25A000481

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following to be declared surplus and destroyed:

HP Compaq 6005 Pro Microtower – Serial #2UA102AW3R	
HP ProDesk 600 G1 SFF – Serial #2UA42809Q3	
HP ProDesk 600 G1 SFF – Serial #MXL3502BWO	
HP Pro 3500 Series MT – Serial #MXL41204BK	
Compaq – Serial #USH436001S	Scanner – Serial #12130B1829
Card Reader	Printer – Model SP700
TV – Serial# 11001948NA	

Dated this 6th day of April, 2020.

City of Deadwood

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer



2007 John Deere X748 Tractor		2000 Kawasaki KAF950A1 MULE		2002 Genie GS2032 Lift		1989 Freightliner FLD120	
Lee, James	\$ 4,500.00	Prelle, Troy 605-391-2917	\$ 1,750.00	Prelle, Troy 605-391-2917	\$ 3,001.00	Gardner, Kenny 605-920-87	\$ 5,500.00
Shama, Larry	\$ 1,227.00	Lowe Roofing	\$ 1,500.00	Lowe Roofing	\$ 2,000.00	Lowe Roofing	\$ 5,000.00
Kruzel, Tom	\$ 825.00	Mitchell, Larry	\$ 1,000.00	Conrad, Tim	\$ 1,800.00	Conrad, Tim	\$ 2,210.00
Van Der Vorste	\$ 651.00	Kruzel, Tom	\$ 750.00	Rasmussen Mechanical	\$ 1,500.00	Van Der Vorste	\$ 1,501.00
Ruth, Kerry	\$ 601.00	Kryger, Donald	\$ 707.00	Van Der Vorste	\$ 501.00		
Havens, Tim	\$ 521.00	Van Der Vorste	\$ 366.00	Kruzel, Tom	\$ 450.00		

NOTICE TO BIDDERS
Second Stage LLC
Deadwood, South Dakota

STAGE RUN APARTMENTS PROJECT- INFRASTRUCTURE

The City of Deadwood will be accepting sealed, signed bids for the construction of the Stage Run Apartments Project for Second Stage LLC at the Finance Office, 102 Sherman Street, Deadwood, SD 57732 to 2:00 p.m. on Thursday April 30th, at which time the bids received will be publicly opened on the stairs, with results presented on Monday May 4th at 5:00 at the City Commission meeting in City Hall, 102 Sherman Street, Deadwood SD.

The Project consists of all labor, skill and materials to complete the civil site work which includes:

- Installation of new 6" and 2" PVC water main, services and appurtenances within the development.
- Installation of 8" PVC wastewater main, services, and appurtenances within the development.
- Connection into the existing water and wastewater main.

Bids will be received for a single prime Contract and consists of all labor, skill and materials required to properly construct the Project.

Plans and specifications may be obtained from: City of Deadwood, Public Works Department, 108 Sherman Street, Deadwood, South Dakota, 57732; Contact: Bob Nelson Jr., Telephone: 605-578-2082, email: BobJr@CityofDeadwood.com. Prospective Bidders may examine the Bidding Documents at the above address on Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m. local time, and may obtain copies of the Bidding Documents.

Each Bid shall be accompanied by a certified check or bank draft payable to the order of the Second Stage LLC in an amount equal to five percent of the total bid. A bid bond in the amount equal to ten percent of the total bid will be accepted in lieu of a certified check or bank draft. Surety for bid bond must be authorized to do business in the State of South Dakota. This is to serve as a guarantee that the Bidder will enter into a Contract within 15 days of Notice of Award in accordance with the terms of the principal's Bond and a contractor's Bond as required by law and the regulations and determinations of the governing board for the performances of such Work. Only Bids that are accompanied by such a check, bank draft, or Bond will be considered. Bidder must be licensed for the full amount of the Bid. No Bid will be read or considered which does not fully comply with the above provisions as to bond and license. Any deficient Bid submitted will be returned to the Bidder unopened.

Bids must be sealed and marked **Stage Run Apartment Project - Infrastructure.** Bids shall be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

All Bidders shall have a valid South Dakota Contractor's license of the appropriate Class for the work, as required by ARSD 20:53:06 or SDCL 36-25.

The Owner reserves the right to reject any and all bids and to waive any irregularities or informalities therein and to award the Contract in the best interests of the Owner. The Contractor shall be able to demonstrate that he has successfully completed municipal infrastructure work of a similar nature and scope as that required for the project. No Bidder may withdraw their bid for a period of thirty (30) days after the bid opening.

Dated this 6th day of April, 2020.

CITY OF DEADWOOD

Jessicca McKeown, Finance Officer

Publish Black Hills Pioneer: April 11th and April 18, 2020

For any notice that is published twice:

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

DIVISION 00 – CONTRACTING REQUIREMENTS
SECTION 00 41 00 – BID FORM

Stage Run Apartments – Infrastructure
Second Stage LLC
Deadwood, SD

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
- Second Stage LLC
Deadwood, South Dakota
- 1.02 **The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.**

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
#1	4-28-20
_____	_____
_____	_____
_____	_____

- A. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- B. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- D. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- E. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- F. Bidder has given City of Deadwood written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- H. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE

BASE BID: INFRASTRUCTURE

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Total
1	Mobilization	1	LS	\$15,536.55	\$15,536.55
2	Incidental Work	1	LS	\$9,764.87	\$9,764.87
3	Construction Staking	1	LS	\$3,332.06	\$3,332.06
4	Vehicle Tracking Pad	1	EA	\$1,455.86	\$1,455.86
5	Sediment Control Wattles, 12"	1,560	LF	\$4.35	\$6,786.00
6	Sweeping	20	HR	\$152.12	\$3,042.40
7	Utility Trench (Service Lines)	934	LF	\$20.13	\$18,801.42

Item No.	Item Description	Estimated Quantity	Units	Unit Price	Total
8	Utility Trench (4-6" PVC)	897	LF	\$ 26.36	\$ 23,644.92
9	Utility Trench (8" PVC)	677	LF	\$ 30.75	\$ 20,817.75
10	8" PVC Sewer Main	677	LF	\$ 13.18	\$ 8,922.86
11	4" PVC Sewer Service Line	428	LF	\$ 14.18	\$ 6,069.04
12	Standard Manhole, 48"	7	EA	\$ 4,335.20	\$ 30,346.40
13	Drop Manhole, 48"	1	EA	\$ 6,525.06	\$ 6,525.06
14	4" PVC Sewer Cleanout	19	EA	\$ 192.34	\$ 3,654.46
15	Connect to Existing Sewer Main	2	EA	\$ 1,877.41	\$ 3,754.82
16	6" PVC Water Main C-900, DR 18	469	LF	\$ 13.32	\$ 6,247.08
17	2" Poly Service Water Line	154	LF	\$ 7.58	\$ 1,167.32
18	1" Poly Service Water Line	780	LF	\$ 5.06	\$ 3,946.80
19	Master Meter Station	1	EA	\$ 2,009.19	\$ 2,009.19
20	6" 45° Bend	5	EA	\$ 391.76	\$ 1,958.80
21	6"x4" 45° Bend	1	EA	\$ 481.93	\$ 481.93
22	6" 22.5° Bend	1	EA	\$ 379.97	\$ 379.97
23	6" Tee	3	EA	\$ 593.69	\$ 1,781.07
24	4"x2" Reducer	1	EA	\$ 420.60	\$ 420.60
25	6" Gate Valve w/ Box	2	EA	\$ 1,758.65	\$ 3,517.30
26	2" Curb Stop and Box	1	EA	\$ 698.78	\$ 698.78
27	Remove and Reset Fire Hydrant	1	EA	\$ 1,808.16	\$ 1,808.16
28	Fire Hydrant w/Aux Valve & Box	2	EA	\$ 5,906.21	\$ 11,812.42
29	Flush Hydrant	1	EA	\$ 2,768.88	\$ 2,768.88
30	1" Tapping Saddle	19	EA	\$ 176.82	\$ 3,359.58
31	1" Curb Stop & Box	19	EA	\$ 375.71	\$ 7,138.49
32	Connect to Existing Water Main	1	EA	\$ 1,681.89	\$ 1,681.89
33	Removal of Existing Asphalt	500	SF	\$ 3.86	\$ 1,930.00
34	6" Gravel Base Course	13	TON	\$ 129.28	\$ 1,680.64
35	4" Asphalt Surfacing	19	TON	\$ 253.53	\$ 4,817.07
Total Base Bid:					\$ 222,060.44

EA = each, LF = lineal foot, LS = lump sum, SF = Square Foot
NOTE: Bidder's price is to include all applicable taxes.

It is possible that not all items will be required. Payment will be only for those items completed at the indicated bid prices.

Quantities are estimated, and payment will be based on actual quantities (at the bid unit rates) as required by project.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. List of Proposed Subcontractors;
- B. List of Proposed Suppliers;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ORDINANCE NO. 1311
AN ORDINANCE CREATING SECTION 5.02, BUSINESS
LICENSES
TITLES 5.02
BUSINESS LICENSES

SECTIONS:

- 5.02.01 Purpose
- 5.02.02 Definitions
- 5.02.03 License Required
- 5.02.04 Application-Issuance of Business License 5.02.005: Fee/ Term
- 5.02.06 Denial/ Revocation
- 5.02.07 Denial-Applicant right to appeal
- 5.02.08 Posting/ Inspection
- 5.02.09 Change of Location
- 5.02.10 Transfer
- 5.02.11 Prohibited Business Locations
- 5.02.12 Exemptions
- 5.02.13 Multiple Businesses
- 5.02.14 Same Business- Multiple Locations
- 5.02.15 Penalty

5.02.01 Purpose.

The purpose of the Business License is to provide an additional protection to the citizens and visitors of the City of Deadwood from fraud and misrepresentation; to ensure compliance with City ordinances; to administer proper land use, quality development and zoning in accordance with the Comprehensive Plan and to provide a database to define and monitor the progress of the local economy.

5.02.02 Definitions.

- A. **BUSINESS.** Any activity, trade, calling, profession, or occupation, whether sole proprietorship, partnership, corporation, limited liability company or other recognized entity, which regularly provides delivery of products and/or services from an address or other location(s) within the corporate limits of the City of Deadwood. Business includes "home occupations" which involve the sale of goods or services as described in this definition.
- B. **PERMANENT BUSINESS.** A business use which occurs for a period equal to or greater than five (5) month from January 1 thru December 31 of the current year in which the license is being applied for at a fixed location within the City of Deadwood. A "Permanent Business" may erect and utilize Temporary Structures for their business operations from May through September each year. The primary method to determine the duration of operation shall be a review of Sales Tax reports.
- C. **BUSINESS ESTABLISHMENT.** A permanent business operating and open to the

public at a fixed location within the City of Deadwood, and that is in compliance with Title 17-City of Deadwood Zoning Ordinance.

- D. CORPORATION.** A corporation or any derivative of “Corporation”, includes both corporations under South Dakota Business Corporation Act and Limited Liability Companies under South Dakota Limited Liability Company Act as well as limited liability limited partnerships.

5.02.03 License Required.

No person or corporation, whether subject to the payment of tax or not, shall engage in any business within the City Limits without first obtaining and being a holder of a valid and current business license pursuant to the provisions of this chapter.

5.02.04 Application-Issuance of Business License.

- A.** Application for a permanent business license shall be made on the application form provided by the City of Deadwood and submitted to the City of Deadwood Finance Officer or his or her designee. The business license application shall include all the following information and such other information as the City deems reasonably necessary:
1. Name of business.
 2. Name of owner.
 3. Complete street and mailing address of business location.
 4. A brief description of the nature of the business.
 5. Type of business entity. If the business is a corporation, the state where formed and the statutory agent's name and address.
 6. A list of any chemicals or hazardous materials or hazardous waste which will be used or stored by the business.
 7. The name of the person in charge of the business and their contact information including email address. If the emergency contact is different than the person in charge of the business, the applicant shall supply the name and contact information for an individual who can be called in case of an emergency. This should be a telephone number that will be answered twenty-four (24) hours a day.
 8. Number of employees both full-time, part-time and seasonal.
 9. If the business specified in this application is subject to a health or sanitary certification by the State of South Dakota, the applicant shall produce such certificate or permit along with the application.
 10. South Dakota state sales and/or excise tax identification number.
 11. Name and contact information of property owner.
- B.** The City Finance Officer or his or her designee, prior to issuance of a business license to any applicant, shall, with the assistance of the Planning and Zoning Department, determine that the location of the business as submitted by the applicant, is properly zoned for the conduct of the business for which the license is sought; provided, however, that it is the duty of the applicant to assure that the location of the proposed business complies with all the

zoning and all other ordinances of the city. In the event that it fails to so comply, any license issued, granted or approved by the city shall be null and void, and the city shall not be liable for loss, claim or damages whatsoever by reason of the applicant or the business for which a license was issued failing to comply with said ordinances, and regardless of whether a business license was in fact issued.

- C. After receipt of a completed application and the license fee, the City Finance Officer or his or her designee shall review the application and, except as otherwise provided issue or deny the license within five (5) working days after receipt of the completed application.
- D. Nothing in this chapter shall prevent the City Finance Officer or his or her designee or other city officials from requiring the applicant to provide any information necessary to ascertain whether the application is, or will be, in compliance with all city ordinances or state laws.

5.02.05 Fee/ Term.

- A. FEE: As set forth by this chapter, the required license fee for a Permanent Business License shall be set by resolution each renewal year.
- B. TERM: Unless otherwise provided by this chapter, all licenses shall be for a period of one calendar year, beginning January 1st each year and expiring the following December 31st.
- C. Upon receipt of a written statement attesting to the loss, theft or destruction of an otherwise valid license, the City Finance Officer or his or her designee, shall reissue a license for the duration of the original license term after paying the fee set by resolution.

5.02.06 Denial/ Revocation.

Compliance with any other code and zoning provisions. The City Finance Officer or his or her designee, shall not issue a City business license, and any license so issued shall be void and subject to immediate revocation by the city, to any person, or corporation which operates or proposes to operate or conduct any business in violation of any city ordinance or State and Federal Laws. In addition, the City Finance Officer or his or her designee, may deny any application for a business license where the applicant is not in compliance with all city ordinances or state statutes, as now or later amended.

5.02.07 Denial- Applicant Right to Appeal.

Any applicant denied a license by the City Finance Officer or his or her designee, under this Chapter shall be entitled to have said decision reviewed by the City Commission. If after review the said person is unsatisfied, he or she may appeal the decision to the Circuit Court. The process shall be as follows:

An Appellant shall first file a written request for review with the City Finance Officer or his or her designee, setting forth the basis for which he or she believes the City Finance Officer or his or her designee's decision, to be in error. The writing shall also include the person's name and mailing address.

Upon receipt of a written request for review, the City Finance Officer or his or her designee, shall review his or her decision and mail a written response to the Appellant within twenty (20) days.

If the Appellant is not satisfied with the decision of the City Finance Officer or his or her

designee, following review, he or she may file a Notice of Appeal with the City Commission.

Upon receipt of a Notice of Appeal, the Finance Officer shall notify the City Commission. The Appellant shall be heard at a regularly scheduled Deadwood City Commission Meeting no longer than 21 days after receiving the Notice of Appeal. If the Appellant is not satisfied by the Commission's decision, they may appeal the same to the Circuit Court.

5.02.08 Posting - Inspection.

A business license shall be conspicuously posted at the business for which it was issued, and shall be produced for inspection upon the request of any authorized city official.

5.02.09 Change of Location.

A business that possesses a current business license shall notify the City of Deadwood Finance Officer or his or her designee, in writing of any change of address within ten (10) days of the change of address. There will be no fee associated with a change of address if the change occurs within the current year the business license is valid for.

5.02.10 Transfer.

No license issued under the provisions of this Chapter shall be transferable or assignable; provided that in the event of death of licensee, the surviving spouse, or heir may operate the business under the existing license for the remaining term of the license. In the event of the sale, transfer, conveyance or gift of a business, the new owner shall be required to apply for and obtain a new business license for the duration of the license period, prior to commencing to conduct business in the city.

5.02.11 Prohibited Business Locations.

No person shall conduct business within the City of Deadwood in any structure or area where conducting such business is prohibited by law, by the City of Deadwood Zoning Ordinance, by applicable building code or applicable fire code.

5.02.12 Exemptions.

A business license shall not be required when:

- A. A garage or yard sale, providing that it does not last longer than 72 hours in any 30 consecutive day time period(s).
- B. Any business otherwise licensed under City Ordinance, Federal or State law that precludes requiring a business license for the business.
- C. Sales where the proceeds are to be used exclusively for religious, charitable or benevolent purposes. Written proof of charitable, non-profit status as declared by the IRS (i.e. 501(c) (3) documentation must be presented during application.
- D. Sales to wholesale or retail merchants, by sample, for future delivery made by representatives or established wholesalers or manufacturers.
- E. The sale of fruits, vegetables or farm or garden products as allowed under 5.28.080 of this chapter.
- F. The distribution of goods for which there is no charge.
- G. All persons, firms or corporations distributing goods or performing a service for which

there is no charge, shall be required to register with the City Finance Officer or his or her designee, their name, address, location of said distribution or service and goods which he/she or it is distributing or service which they are performing.

H. Sales by youth age 16 years and under selling lemonade and like items and incidentals thereto from residential property which they reside.

5.02.13 Multiple Businesses-Same Location.

Any person engaged in two (2) or more separate businesses operating at the same physical location and which are under the same ownership, shall be required to obtain one license for the main permanent business and for each subsequent business's at that location, but shall only be charged one (1) license fee.

5.02.14 Same Business-Multiple Locations.

Any person conducting the same business at two (2) or more permanent locations shall be required to obtain a separate license for each place of business.

5.02.15 Penalty.

Any violation of this chapter shall be guilty of a Class 2 misdemeanor punishable by the maximum sentence as set forth in SDCL 22-6-2. Each day the violation continues to exist shall be punishable as a separate offense. In addition, any person holding a license under this Title who is found to be in violation of any provisions of this Title shall face the possibility of revocation or non-renewal of any license.

Dated this 4th of May, 2020.

CITY OF DEADWOOD

David Ruth, Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

First Reading: April 20, 2020

Second Reading: May 4, 2020

Published: May 7, 2020

Adopted: May 27, 2020

Resolution 2020-16

A RESOLUTION SETTING FORTH RATES FOR USE BY THE CITY OF DEADWOOD.

WHEREAS, the City Ordinances require certain use fees, charges for services and other designations to be established by resolution.

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fee(s) and other designations associated with City Ordinance #1311: Business Licenses effective June 1, 2020.

Business License Fee:

2020 Business License – Initial license prior to September 30, 2020 the fee shall be waived.

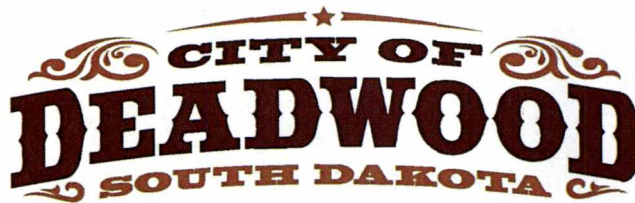
New License after October 1, 2020\$100.00

Annual Renewal(s).....\$20.00

Dated this 4th day of May, 2020

David Ruth Jr, Mayor

Jessica McKeown, Finance Officer



For Office Use Only

License # _____
☐ Application Fee Paid
☐ Certificate Submitted
 (if required)

Business License and Renewal Application

☐ Business First Year - \$100 or ☐ Business Annual Renewal - \$20

BUSINESS INFORMATION

Name of Property Owner:		Phone:	
Mailing Address:			
Street	City	State	Zip
Name of Business Owner:		Phone:	
Manager Name:		Phone:	
What Other Names Has This Business Operated Under:			
Physical Address:			
Street	City	State	Zip
Mailing Address:			
Street	City	State	Zip
Business Phone Required:			
Website:			
Type of Location:	<input type="checkbox"/> Commercial District	<input type="checkbox"/> Residential	<input type="checkbox"/> Home Based
South Dakota Sales Tax #:			
State Registration Type:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor
If Corporation or Limited liability what state was it formed: _____			
Statutory Agent Name and Address: _____ _____			
List Other Business Licenses using this business name:			

BUSINESS TYPE

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Restaurant (food only, no alcohol) | <input type="checkbox"/> Bar and Food | <input type="checkbox"/> Bar (no Kitchen) | <input type="checkbox"/> Banking/Financial |
| <input type="checkbox"/> Beauty Salon | <input type="checkbox"/> Medical/Health | <input type="checkbox"/> Gaming | <input type="checkbox"/> Retail |
| <input type="checkbox"/> Firearms | <input type="checkbox"/> Transportation | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Professional Office |
| <input type="checkbox"/> Real Estate | <input type="checkbox"/> Hotel/Motel | <input type="checkbox"/> Daycare/Preschool (# of kids _____) | |
| <input type="checkbox"/> Other: _____ | | | |

Provide details about the goods/services provided:
Number of Employees at this location (not including owner):
LIST ALL HAZARDOUS MATERIALS AT THIS LOCATION (toxic, explosive, chemicals, liquids, etc)
EMERGENCY CONTACT INFORMATION
In the event of a Police or Fire Emergency, the information you provide assists us in contacting a responsible party after business hours. Ideally, the primary contact person will be able to respond to the business in a short amount of time and have the necessary keys/alarm codes to enter the building.
<div style="display: flex; justify-content: space-between;"> Primary Contact: Title: </div>
After Hours Phone Number(s):
<div style="display: flex; justify-content: space-between;"> Secondary Contact: Title: </div>
After Hours Phone Number(s):
ALARM INFORMATION
Does this Business have an Alarm System? <input type="checkbox"/> YES <input type="checkbox"/> NO
If Yes, Monitoring Company Name:
Phone Number:
REQUIRED ITEMS TO SUBMIT WITH APPLICATION
<input type="checkbox"/> Health or Sanitary Certificate (if applicable)

A business license is not a Temporary Vendor Permit. To obtain a Vendor Permit or if you have any other questions, please contact City of Deadwood at (605) 578-2082.

I certify all information contained in this application and all information furnished in support of this application, is given for the purpose of obtaining a Business License, is true and complete to the best of my knowledge. I acknowledge I have read the guidelines for a business license for this application and agree to all of the terms and conditions contained in the guidelines.

Applicant's Signature: _____ Date Submitted: _____

Please Submit Application and Any Required Information To:

City of Deadwood
Finance Office
102 Sherman Street
Deadwood, SD 57732



PERMANENT BUSINESS LICENSE

EXPIRATION: DECEMBER 31, 2020

BUSINESS NAME

ADDRESS

BUSINESS TYPE (RESTAURANT, BAR, HOTEL ETC.)

BUSINESS INFORMATION

State Registration Type: (corp, LLC)

Type of Location: (commercial/residential, etc.)

Zoning Designation: (location zone)

Use of Toxic or Harmful Materials: (None or list materials)

*Business License Reviewed and Approved by
City of Deadwood, Finance Office.*

Authorized By

Date

ORDINANCE 1312**AN EMERGENCY ORDINANCE TO ADDRESS THE PUBLIC HEALTH CRISIS
IMPLEMENTING CERTAIN MEASURES WHICH HAVE BEEN DEEMED
NECESSARY TO SLOW THE COMMUNITY SPREAD OF CORONAVIRUS (COVID-
19).**

WHEREAS, the City of Deadwood has the authority pursuant to SDCL 9-29-1 and 9-32-1 to pass resolutions for the purpose of promoting the health, safety, morals and general welfare, of the community and the promotion of health and the suppression of disease; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency in response to the global pandemic of COVID-19; and

WHEREAS, On March 13, 2020, Executive Order 2020-04 declared a state of emergency to exist in the State of South Dakota in response to the spread of COVID-19, which was extended through May 31, 2020 by Executive Order 2020-15; and

WHEREAS, On March 23, 2020, Executive Order 2020-08, provided guidance and strategies to South Dakota citizens and businesses to reduce the likelihood of spreading COVID-19; and

WHEREAS, on March 25, 2020, the City of Deadwood passed Resolution #10 restricting certain activity in order to lessen the community spread of COVID-19; and

WHEREAS, Resolution #10 stated it was to remain in effect until such time as it is amended and will be reviewed at each City Commission meeting to follow; and

WHEREAS, following second reading on March 29, 2020, the City of Deadwood enacted Ordinance #1310 in order to lessen the community spread of COVID-19; and

WHEREAS, The CDC & SD Department of Health (SD DOH) have issued guidance to state and local governments and all citizens recommending steps to prevent community spread and guard against the COVID-19 outbreak; and,

WHEREAS, On April 6, 2020, Executive Order 2020-12, rescinded Executive Order 2020-08, and put in place mandatory guidelines for South Dakota citizens, employers, retail businesses, health care organizations, and local and municipal governments; and,

WHEREAS, pursuant to Executive Order 2020-12, the City of Deadwood (hereinafter the "City") shall follow the recommendations of Executive Order 2020-12 and shall:

1. Implement the recommended CDC hygiene practices and public employee arrangements designed to reduce the likelihood of spreading the disease, and take action based on facts, data, and science.

2. Restrict public gatherings of ten or more people, unless it is necessary.
3. Review the business practices of each “enclosed retail business that promotes public gatherings” in their community for compliance with [Executive Order 2020-12] and protect the ability of those businesses to innovate.
4. Encourage entrepreneurial innovation in the private sector to provide employment opportunities to protect the continued operation of the free market consistent with the recommendations of the CDC hygiene practices and understand that COVID-19 will impact their communities for potentially the next four months or more.
5. Protect critical infrastructure sectors, as defined by the Department of Homeland Security, such as healthcare services, pharmaceutical industry, and food supply entities, as these sectors have a special responsibility to maintain their normal work schedule.

WHEREAS, following the social distancing requirements set forth in Resolution #10 and Ordinance #1310, and a review by the City of Deadwood, the City of Deadwood desires to relax certain requirements set forth in Resolution #10 and Ordinance #1310 and implement the guidelines of Executive Order 2020-12 in order to allow businesses in Deadwood to re-open.

NOW, THEREFORE, BE IT ORDAINED, by the City of Deadwood there is hereby adopted the following ordinance that implements various measures to address the state of emergency caused by COVID-19:

Section 1: RESTRICTIONS

The City has general police powers pursuant to SDCL Ch. 9-32 and SDCL Ch. 9-29 to carry into effect this Ordinance and resolutions relating thereto and to promote the general welfare and health of the community. Under SDCL § 9-32-1, the City has the power to “do what may be necessary for the promotion of health or the suppression of disease.” Furthermore, under SDCL § 9-29-1, the City has the power to promote “the health, safety, morals, and general welfare of the community.” Therefore, pursuant to these enumerated powers, State Law, and Executive Order 2020-12, as incorporated into this Ordinance by this reference, the City of Deadwood hereby implements the following restrictions:

A. General Restrictions

1. The recommended CDC hygiene practices and public employee arrangements designed to reduce the likelihood of spreading the disease are hereby implemented, and action is taken based on facts, data, and science.
2. Public gatherings of ten or more people, if unnecessary, are hereby restricted as set forth in CDC & SD DOH guidance and as otherwise provided by this Ordinance.

3. Entrepreneurial innovation in the private sector is hereby encouraged in order to provide employment opportunities to protect the continued operation of the free market consistent with the recommendations of the CDC hygiene practices and to understand that COVID-19 will impact their communities for potentially the next four months or more.
4. Critical infrastructure sectors, as defined by the Department of Homeland Security, such as healthcare services, pharmaceutical industry, and food supply entities, are hereby protected as these sectors have a special responsibility to maintain their normal work schedule.

B. Every Citizen within the City Shall:

1. Review and practice the recommended CDC & SD DOH hygiene practices designed to stop the spread of the disease COVID-19 and encourage others to do so as well.
2. Know the signs and symptoms of COVID-19, call a health care provider if suffering symptoms in advance of a visit to a provider, and stay at home if sick.
3. Understand that those who are particularly vulnerable to COVID-19, including those over age 65 and those with a serious underlying medical condition (including chronic lung disease, severe respiratory disorder, moderate to severe asthma, serious heart or cardiac condition, immunosuppression, diabetes, liver disease, chronic kidney disease or someone undergoing dialysis, or other condition identified by one's medical provider) should take extra precautions and remain home if possible.
4. Implement social distancing measures and support businesses who are adjusting their business model to reduce the spread of COVID-19.
5. Assist, if possible, those who work in essential jobs such as emergency personnel, medical professionals, and law enforcement.

C. All employers, both for profit and not-for-profit, within the City of Deadwood shall:

1. Implement the recommended CDC & SD DOH hygiene practices and other business strategies designed to reduce the likelihood of spreading the disease (staggering shifts, flexible schedules, employee screenings, and similar measures to avoid group contact).

2. Understand that the COVID-19 is not a short-term challenge, and operations will need to endure a difficult and limited social environment for potentially the next several months.
3. Innovate and continue to demonstrate entrepreneurial excellence in their operations during this difficult and uncertain environment.
4. Encourage staff to telework if possible, implement social distancing measures, limit unnecessary work gatherings, limit non-essential travel, and consider regular health checks including CDC & SD DOH guidance for COVID-19 screening if possible.
5. Offer, to the extent possible, special shopping times or access periods for populations particularly vulnerable to COVID-19.

D. Any “enclosed retail business that promotes public gatherings” within the State of South Dakota shall:

1. Suspend or modify business practices as recommended by CDC & SD DOH guidance that involve ten or more people to be in an enclosed space where physical separation of at least six feet is not possible.
2. Continue offering or consider offering business models that do not involve public gatherings, including takeout, delivery, drive-through, curbside service, off-site services, social distancing models, or other innovative business practices that do not involve public gatherings in an enclosed space.
3. Consider business arrangements and innovative ideas intended to support the critical infrastructure sectors, as defined by the Department of Homeland Security.
4. For the purposes of this Section D, an “enclosed retail business that promotes public gatherings” means any enclosed facility operating as a bar, restaurant, brewery, café, coffee shop, recreational or athletic facility, health club, or entertainment venue.

E. Casinos shall:

1. Casinos must follow the CDC & SD DOH guidelines as well as any guidelines and regulations set forth by the American Gaming Association and South Dakota Gaming Association. Where spacing of six feet is possible casinos may open but patrons must be limited so that the spacing requirements set forth by the CDC & SD DOH are met.
2. Casinos must limit operations to slot machines and not table games shall be permitted.

3. Notwithstanding Section 1(E)(2) above, the Deadwood Gaming Association (“DGA”) may submit a plan of compliance to the Deadwood City Commission to operate table games in conformance with Executive Order 2020-12 and the CDC’s COVID-19 guidelines. After receipt of the plan of compliance, the Deadwood City Commission will determine whether the plan of compliance meets the requirements of Executive Order 2020-12 and the CDC’s COVID-19 guidelines. Approval of the plan of compliance is in the sole discretion of the Deadwood City Commission.
4. Any exemption granted pursuant to this provision is a revocable privilege, and no holder acquires any vested interest or property right therein or thereunder.

Section 3: PROCEDURE

This Ordinance is self-executing and shall be effective immediately upon passage, however, in order to provide the City with the ability to carry out the purpose of this Ordinance, including Executive Order 2020-12, in a manner to protect the comfort, repose, health, or safety of others, as outlined by State and federal authorities, this Ordinance, or any portion thereof, may be further defined, administered, and executed through the passage of a properly enacted resolution or resolutions as deemed necessary.

Section 4: ENFORCEMENT AND PENALTY

1. Notwithstanding any ordinance or requirement to the contrary, pursuant to SDCL §§ 9-29-13, 21-10-1, and City Ordinance, 1312 should any individual or entity violate the requirements set forth in this Ordinance, the City may declare that individual or entity to be a public nuisance and may immediately abate the same.
2. Any violation of this Ordinance may be punished by a fine not to exceed \$500 or by imprisonment not exceeding 30 days, or by both such fine and imprisonment.

Section 5: GENERAL PROVISIONS

1. Any resolution passed hereunder shall be reconsidered by the Deadwood City Commission every seven days to ensure that it continues to meet the purposes of this Ordinance.
2. This Ordinance shall remain in effect as long as Executive Order 2020-12 and any subsequent orders from the Governor of the State of South Dakota addressing business requirements during the COVID-19 pandemic remain in effect, at which time it shall be automatically repealed unless specifically readopted for an additional period of time by the Deadwood City Commission

3. Pursuant to SDCL § 9-19-13, this Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the City and shall become effective immediately upon passage. ~~and publication.~~

Dated this 4th day May, 2020.

David Ruth Jr, Mayor

Jessicca McKeown, Finance Officer

(SEAL)

First Reading:	April 27, 2020
Second Reading:	May 4, 2020
Published:	May 7, 2020
Adopted:	May 4, 2020

ORDINANCE 1313

**AN ORDINANCE AMENDING CHAPTER 8.16 OF THE CITY OF DEADWOOD
MUNICIPAL ORDINANCES CODE ADDRESSING NUISANCES**

BE IT ORDAINED BY THE CITY OF DEADWOOD THERE IS HEREBY ADOPTED
THE FOLLOWING AMENDING SECTION 8.16 OF THE CITY OF DEADWOOD'S
MUNICIPAL ORDINANCES TO ADD THE FOLLOWING LANGUAGE:

Section 8.16.080 - DECLARATION OF EMERGENCY

Notwithstanding any other provisions in the City of Deadwood Municipal Ordinances relating to the declaration, identification, and abatement of nuisances, in the event that the City of Deadwood, the State of South Dakota or United States Federal Government declares an emergency to exist that endangers or presents a hazard to public health, welfare, or safety, and either the City of Deadwood, State of South Dakota or the United States Federal Government implements rules or recommendations restricting or limiting the actions of individuals or businesses in order to limit or slow the impact of such emergency event, the City of Deadwood may declare any business or individual who violates these rules or recommendations to be a public nuisance.

In declaring the emergency, the City of Deadwood may by resolution set forth rules or recommendations restricting or limiting actions of individuals or businesses that the City of Deadwood has determined necessary to protect the immediate health, welfare, or safety of the public and within the resolution may adopt by reference actions, declarations, or standards currently in place or being put in place by the State of South Dakota or the United States Federal Government.

Section 8.16.090 - IMMEDIATE ABATEMENT

Upon a determination by an officer of the Deadwood Police Department that a business or individual is operating in violation of any rules and recommendations promulgated by resolution in accordance with Section 8.16.080 of this code establishing a nuisance, the Deadwood Police Department may determine that such violation is an immediate threat to public health, and safety and may have the nuisance abated immediately at the owner's expense.

Section 8:16:100 – ABATEMENT OF THE NUISANCE

In a situation where the City of Deadwood must perform an immediate abatement that includes the closing or limiting of business or personal actions of an individual, that business or individual shall have the right to submit to the City of Deadwood in writing the actions the business or individual will take to bring activity within the rules and/or recommended standards contained in the City of Deadwood resolution declaring an emergency. Upon receipt of the written proposal, the City of Deadwood will review the proposal within 48 hours exclusive of weekends or legal holidays, and advise the business or individual whether the abatement will no longer be

necessary if the business or individual fulfills and follows the existing regulations and properly adjusts activities to fit within those regulations.

Any business or individual aggrieved by any immediate abatement or requirements being placed on the person's activities to be brought in compliance with the City of Deadwood's resolution declaring an emergency may appeal the action to the next Deadwood City Commission Meeting that is at least 48 hours after the filing of the notice of the request for hearing, exclusive of weekends and legal holidays, wherein such filing is in writing and sets forth the reasons why the business or individual believes their actions are within the restrictions contained in the City of Deadwood's resolution declaring an emergency.

Section 8:16:110 - REMEDIES AGAINST NUISANCE GENERALLY

In the enforcement of the City of Deadwood's resolution declaring an emergency, the City of Deadwood shall also have any additional rights and remedies against nuisance as exists under common law and under state statute including, but not limited to, SDCL §7-8-33 and SDCL chap. 21-10.

Section 8:16:120 - PENALTIES

Any violation of the Provisions of this Ordinance is a Class 2 misdemeanor punishable by the maximum punishment set forth by the laws of the state of South Dakota pursuant to SDCL §22-6-2. Failure to abate the nuisance shall result in a daily fine of \$500.00 for each day the nuisance continues. Said punishment may also include payment of any costs and/or restitution authorized by this Ordinance and/or State Law.

Section 8:16:130 - EMERGENCY CLAUSE

Pursuant to SDCL §7-18A-8, this ordinance is necessary for immediate preservation of the health, peace, safety and welfare of the County and its citizens and, therefore, shall become effective immediately upon passage.

Dated this 27th day of April, 2020.

David Ruth Jr, Mayor

Jessicca McKeown, Finance Officer

(SEAL)

First Reading: April 27, 2020
Second Reading: May 4, 2020
Published: May 7, 2020
Adopted: May 4, 2020

Resolution 2020-17
AN EMERGENCY RESOLUTION TO ADDRESS THE RE-OPENING OF DEADWOOD
BUSINESSES CLOSED DUE TO THE PUBLIC HEALTH CRISIS CAUSED BY THE
CORONAVIRUS (COVID-19)

WHEREAS, the City of Deadwood has the authority pursuant Deadwood Municipal Ordinance 1312 to further define or administer Ordinance 1312 through the passage of a properly enacted resolution or resolutions as deemed necessary; and

WHEREAS, Ordinance 1312 allows casino owners to submit a plan of compliance to the Deadwood City Commission to operate table games in conformance with Executive Order 2020-12 and the CDC's COVID-19 guidelines; and

WHEREAS, the City of Deadwood has received a plan of compliance, attached hereto, from the Deadwood Gaming Association ("DGA"); and

WHEREAS, on April 28, 2020 South Dakota Governor Kristi Noem, issued Executive Order 2020-20 repealing Executive Order 2020-12 which adopted South Dakota's Back to Normal Plan; and

WHEREAS, following the issuance of Executive Order 2020-20 the City of Deadwood believes it necessary to adopt the requirements of Executive Order 2020-20 which adopted South Dakota's Back to Normal Plan; and

WHEREAS, The City of Deadwood believes it is in the best interest of the Citizens of Deadwood for businesses to develop plans to resume operations in a manner that allows for "reasonable physical distancing, good hygiene, and appropriate sanitation" as directed by the South Dakota Back to Normal Plan; and

WHEREAS, the City of Deadwood will permit all businesses to open in accordance with the criteria set forth in the South Dakota Back to Normal Plan on May 7, 2020 which will allow businesses the time to resume operations in a manner that allows for "reasonable physical distancing, good hygiene, and appropriate sanitation."

NOW THEREFORE, BE IT ORDAINED, by the City Commission of the City of Deadwood that:

1. Effective May 7, 2020 all businesses in the City of Deadwood may begin operations in accordance with Executive Order 2020-20 and the terms of South Dakota's Back to Normal Plan which it incorporates
2. The plan of compliance presented by the Deadwood Gaming Association ("DGA") is hereby adopted and casinos within Deadwood may operate table games in accordance with its terms.

BE IT FURTHER ORDAINED, that, pursuant to SDCL 9-32-1 and 9-29-1, this resolution is necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and Deadwood shall become effective immediately upon passage.

Dated this 4th day of May, 2020

David Ruth Jr, Mayor

Jessica McKeown, Finance Officer

OFFICE OF
TRANSPORTATION & FACILITIES
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



Tom Kruzel
Transportation & Facilities Director
Telephone (605) 578-2082
tomk@cityofdeadwood.com

Covid-19 Guidelines to Reopen Deadwood

The City of Deadwood cares about the health and wellness of our community and visitors during the Covid-19 Pandemic. The City has developed a list of best practices set forth in these guidelines in an effort to safely reopen Deadwood in order to preserve the health and economy of the community. Businesses can choose to reopen and operate effective 8:00 a.m. on Thursday, May 7, 2020.

The recently adopted ordinances associated with the Covid-19 pandemic allows for a certain amount of flexibility for City to adjust reopening measures based on data provided by the Centers of Disease Control and Prevention (CDC), South Dakota Department of Health, the local health care community and South Dakota Governor's Executive Orders pertaining to Covid-19.

The best practices outlined in the adopted guidelines may be modified as the pandemic conditions change. These guidelines are recommended to be implemented based on data and information from the CDC, Governor's Office and the American Gaming Association.

The City of Deadwood will continue to monitor day-to-day data including: COVID-19 cases, recoveries, hospitalizations localities and other pertinent information. Full transparent data is available to the public at covid19.sd.gov.



GUIDELINES REGARDING COVID-19

The following guidelines adopted by the City of Deadwood are set forth to encourage extensive measures are practiced for safety of residents, businesses and guests with regards to Covid-19.

HYGIENE AND HEALTH SCREENING GUIDELINES



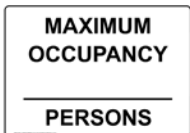
- [Employee screening](#) should be done at the beginning of all shifts. It is recommended to include a temperature check, questions on symptoms and if traveled outside of the region.
- Signage shall be placed at all entrances and throughout the business reminding guests and employees to [practice good health and hygiene practices](#) including social distancing guidelines, proper way to wear, handle, dispose of masks/gloves, [wash hands](#), and to avoid touching face.
- Whenever possible, staff and guests are strongly encouraged to [wear masks](#) and gloves while in a business, and masks/gloves should be provided to customers upon request.

SOCIAL DISTANCING GUIDELINES



- [Social distancing](#) guidelines should follow [CDC](#) and South Dakota Department of Health recommendations and be exercised by staff and all guests at time of entry to the business.
- Employees should practice social distancing by standing an appropriate distance away from guests and other employees whenever possible. Staff should strongly discourage unrelated customers to congregate in any public space.

OCCUPANCY GUIDELINES



- It is suggested the maximum occupant load in an occupied space be reduced to meet the CDC and South Dakota Department of Health's recommendations for [physical distancing](#). If an area within the structure is not occupied it should not be included in the occupant load.
- Maximum occupancy includes the combination of staff and guests. This occupant load is not to exceed any current occupant loads in place.
- The City Commission may follow CDC and [SD Governor's Executive Orders](#) to establish further reductions or expansions in occupancy.
- Signage should be posted to explain the current occupancy standards.

SPACING OF TABLE AND DEVICE GUIDELINES

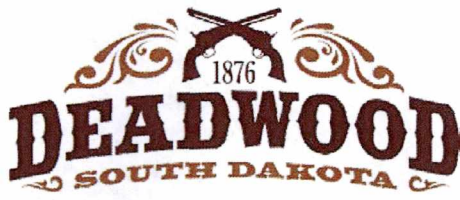


- Spacing and use of tables and devices will follow the guidelines of the CDC and/or the [American Gaming Association](#) whichever applies to the particular business.
- All business physical layouts, including but not limited to restaurant tables and gaming devices, should be arranged to facilitate appropriate distancing whenever possible.
- Signage should be posted to explain the current procedures.

SANITIZATION GUIDELINES



- All businesses need to practice the recommended [sanitization](#) and disinfection of all areas and surfaces at regular intervals within their facilities as outlined by the CDC.
- Hand sanitizer dispensers should be placed at key guest entrances and in accessible areas for staff.
- Signage should be posted to explain the current procedures.



GUIDELINES REGARDING COVID-19

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HYGIENE AND HEALTH SCREENING GUIDELINES



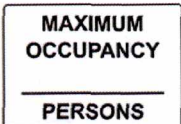
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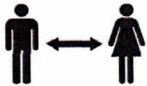
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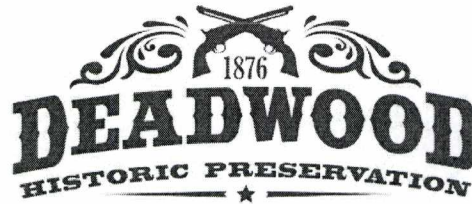
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- Signage should be posted to explain the current procedures.

OFFICE OF
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108 Sherman Street
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Fax (605) 578-2084



Kevin Kuchenbecker
Historic Preservation Officer
Telephone (605) 578-2082
kevin@cityofdeadwood.com

MEMORANDUM

Date: May 1, 2020
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Emergency hill slide/Retaining Wall Repairs – 30 Adams

The Historic Preservation Office received a call this week from the owners of 30 Adams Street. Over the weekend, April 25-26, 2020, they noticed a significant slope change in the hill side due to movement above their house. On April 28, City staff requested Albertson Engineering along with American Engineering Testing to do an assessment of the conditions.

In the observation report by Albertson Engineering and American Engineering Testing the hill above the retaining wall is failing and causing serious issues to the retaining wall at 30 Adams Street. The top of the slip plane and associated scarp begins on City property directly above the residence. Due to the hill sliding and damage staff has filed a claim with the City's insurance carrier. Staff has instructed the deck to be removed and the occupants were advised to evacuate the structure. Emergency recommendations by the engineers are attached for your review.

Historic Preservation staff is requesting permission to declare an emergency under SDCL 5-18A for work to be done on City property and adjacent property due to movement of both the hillside and retaining wall behind the residence at 30 Adams Street which is a threat to public safety and property based on the engineering observation.

Recommended Motion: *Move to grant permission to declare an emergency under SDCL 5-18A for work to be done on City property and adjacent property due to movement of both the hillside and retaining wall behind the residence at 30 Adams Street which is a threat to public safety and property.*



Albertson Engineering Inc.

April 30, 2020

Kevin Kuchenbecker
City of Deadwood
108 Sherman St.
Deadwood, SD 57732

RE: Retaining Wall Assessment for
30 Adams St in Deadwood, SD
Albertson Engineering File #2020-162

Dear Kevin,

As requested, Albertson Engineering Inc. (AEI) has completed a limited structural assessment of the retaining wall at 30 Adams St in Deadwood, SD. AEI was asked to conduct a visual assessment of the property due to recent movement of both the hillside and retaining wall behind the residence.

Please note that this assessment is strictly based upon visual evidence that could be observed at the time of our site visit. No measurements of material strengths were taken, nor were any structural calculations performed. This assessment should not be considered an exhaustive technical evaluation. No guarantee of condition or warranty is implied.

Observations

The home was visited by Jared Schippers, PE of Albertson Engineering, Walt Feeger, PE of American Engineering Testing, on April 28, 2020 with you and the homeowner present. The front of the house is considered north within the report.

The following was also noted and observed:

- Entire backyard has significant slope for several hundred feet. Slope of grade was not measured and varies. Slope directly behind the house was more significant than slope to the east or south east of the house.
- A portion of the retaining wall near the southeast corner of the house had moved significantly and is failing. Homeowner stated movement was just within last few days.
 - Only about an hour after our site visit, Kevin Kuchenbecker notified Albertson Engineering that the condition of the wall had even further deteriorated.
- Visible areas of hillside slip were apparent above the retaining wall in several locations. See further explanation in report by American Engineering Testing (attached).
- Support posts of the back deck appeared to be rotating, indicating the retaining wall was

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translating thus transferring lateral earth pressures into the deck and house.

Opinions and Recommendations

Given the rapidly deteriorating conditions of the hillside and retaining wall, the immediate concern is protecting the home and stabilizing the hill from further sliding. We recommend the following "Immediate" priority items:

1. Disconnect and remove the back deck from house.
2. Place new wall of stacked precast concrete blocks in the paved area east of the house. The purpose of this wall is to act as a guard wall for any debris falling down the hillside. Location of new, temporary wall should be parallel the existing wall leaving an approximate 4 foot clear aisle between walls. Any debris caught by the wall should be cleaned out and removed from the site. Full extent of new wall should begin at the house and go about 2/3 the length to the garage. Block sizes shall be minimum 24" deep (dimension from exposed face to retaining face of block). Wall height should be minimum 4 feet tall.
3. Remove the upper 3 feet of soil pressure for a horizontal distance of 3 feet behind the mortared stacked stone retaining wall directly behind the house. Excavation slope behind the removed soil shall be at a 1:1 until natural grade is met.
4. Begin extensive excavation above the wall as outlined in the attached report by American Engineering Testing. Access to hill with construction equipment can be provided above the house via City property.
5. Install drain pipe and drainage system as outlined in the attached report by American Engineering Testing. Final outlet location of drain to be coordinated with City of Deadwood Public Works.

The items above are intended to serve as temporary stabilization and safety measures and are not for permanent use. We recommend the house remain uninhabited until items #1, #2, and #3 above are completed.

It is the contractor's responsibility to determine safe procedures for all work outlined above.

During excavation (specifically item #4 above), existing conditions of soil types and location of bedrock will be determined. This additional information will be critical in determining a final design for permanent usage. Given the information known at this time, a soil nail wall with shotcrete face seems the best candidate for a permanent wall. However, we will continue to



Albertson Engineering Inc.

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

consider other options as these temporary measures are installed.

We recommend contacting both Albertson Engineering and American Engineering Testing during excavation of the hillside for observation of existing conditions.

This report is prepared for the sole benefit of the City of Deadwood. Unauthorized use without our written permission shall result in no liability or legal exposure to us. We appreciate the opportunity to be of service and if we can be of further assistance, please let us know.

Sincerely,
Albertson Engineering Inc.



Jared D. Schippers, PE, Principal

Enclosed:

1. Site Photos
2. Report by American Engineering Testing



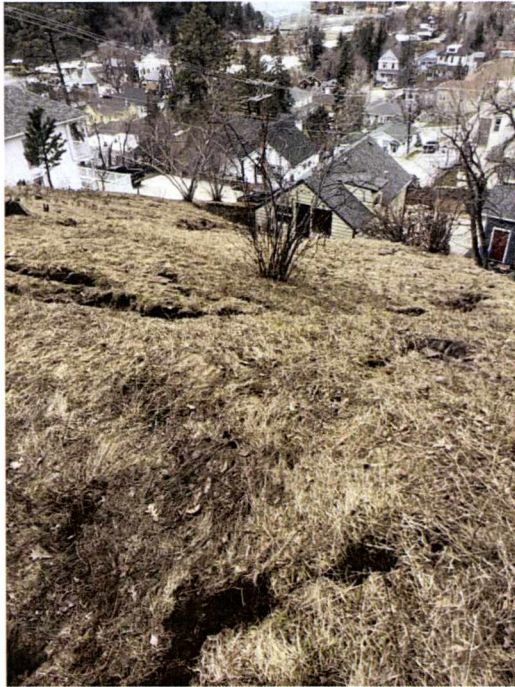
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AMERICAN
ENGINEERING
TESTING, INC.

CONSULTANTS
• GEOTECHNICAL
• MATERIALS
• ENVIRONMENTAL

April 29, 2019

Mr. Jared Schippers, PE
Albertson Engineering, Inc.
3202 West Main Street, Suite C
Rapid City, South Dakota 57702

RE: Slope/Retaining Wall Observations & Preliminary Remedial Recommendations
30 Adams Street
Deadwood, South Dakota
AET Project No.17-20911

Dear Jared,

Based on our site meeting with you, Mr. Kevin Kuchenbecker (City of Deadwood) and the current homeowner of the residence at 30 Adams Street on Tuesday, April 28, 2020, this letter transmits our observations and preliminary remedial recommendations with respect to the noted slope and retaining wall movement on the property.

Based on our visual observation, it appears the slope consists of clay soils which have become saturated over time. A slip plane and associated scarp have formed directly above (upslope) from the residence with the overburden soils sliding downwards toward the residence and associated retaining walls (see attached photographs). The portion of the retaining wall located at the southeast corner of the residence has partially collapsed and the overburden soils are pushing against the wooden deck on the south side of the residence.

It is our opinion that the saturated soils within the slip plane will continue moving downward, causing the potential of significant damage to the residence and additional failure of the remaining portion of the retaining wall.

At this time, we highly recommend the soil mass within the failure zone be immediately removed, the slope re-graded and a drain system installed at the top of the slope within the area of the existing scarp line. Based on conversations with a next-door resident, similar slope issues occurred on the property approximately 15 years ago. It appears that a portion of the slope located to the east of the present slide area has been regraded/benched. We recommend these benches and associated slope be carried across the slide area, thus removing the majority of the slide soil mass.

Once complete, the exposed slope should be immediately hydro-seeded to promote quick vegetative growth. The placement of straw mats should also be considered to reduce the potential of slope erosion from storm events.

Along the top of the slope, we recommend a cut-off trench be excavated that is at least 12-inches wide, 6 to 8 feet deep, which encompasses the total width of the slide zone. Once complete, we recommend a minimum 6-inch perforated PVC pipe (with a filter sock) be placed in maximum 1-inch nominal size free-draining aggregate which extends from the base of the excavation to the surface. The perforated pipe should be sloped to drain to one end and attached to a solid PVC pipe that discharges at the base of the slope or to Adams Street. The final outlet location will need to be coordinated with City of Deadwood Personnel.

Additional remediation and eventual reconstruction of the existing retaining wall system will be required once the slope is stabilized. AET can provide specific design level soil criteria once a wall system is selected and additional geotechnical services are provided. We do recommend the final wall design incorporate a drainage system to alleviate the build-up of hydrostatic pressures.

Please note that the above recommendations are provided solely based on our visual observations performed on the noted date. We recommend AET personnel be on-site during slope excavation work as well as installation of the drain system to provide additional recommendations as required.

If you have any questions or we can be of further service, please contact our office at (605) 388-0029.

Sincerely;
American Engineering Testing, Inc.



Walt Feeger, P.E.
Senior Geotechnical Engineer

Attachments: Site Photographs









AUTO/PROPERTY CLAIM NOTICE – MEMBER TO COMPLETE

SDPAA Member: City of Deadwood
Member Address: 102 Sherman Street, Deadwood, SD 57732
Contact Person: Kevin Kuchenbecker / Jessica McKeown Phone No: 605-578-2600
Date of Loss: 04/26/2020 Location of Loss: City of Deadwood owned property
behind address of 30 Adams Street, Deadwood, SD.
Description of Loss (What happened?): Hill side moving / sliding down towards historic resource
threatening damage of adjacent property, destruction of retaining wall and residential building.
Hill side slide to be declared an emergency by Deadwood City Commission on 05/04/2020 and
order emergency measures to remove the threat and stabilize hillside.

.....
AUTO:

Member Vehicle: Year: _____ Make: _____ Model: _____
License Plate No: _____ VIN #: _____
Estimated Amount of Loss: _____
Member Driver: _____
Member Driver Job Title: _____
Member vehicle used with permission? ☐ Yes ☐ No
Purpose of Use: _____
Present location of Member vehicle: _____
Lien holder (if none, so indicate): _____

.....
PROPERTY:

List a detailed description of all Member property damaged: Hill side slide and damage to adjacent
property including retaining wall. Threat to historic resource, residential building. Adjacent
property owner requested by City staff and engineer to evacuate the property due to potential
threat of additional damage.

.....
Law Enforcement Report Filed? ☐ Yes ☐ No (Attach reports to this form)

Was any other party responsible for this loss? _____
If so, explain who and why: _____

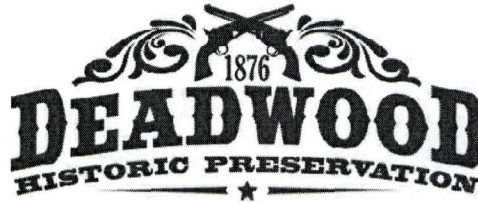
Member Special Requests: _____

This form has been completed by:

Name (Please Print): Kevin Kuchenbecker, Deadwood Historic Preservation Officer
Address: 108 Sherman Street, Deadwood, SD 57732
Telephone No.: (605) 578-2082 Date: 04/29/2020

Forward To: Claims Associates, Inc.
 P O Box 1898
 Sioux Falls SD 57101
 Phone: 1-888-613-7064 Fax: 1-605-333-9835
 SDPAAclaims@claimsassoc.com

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



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

MEMORANDUM

Date: April 30, 2020
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Bob Nelson, Jr., Public Works Director
Re: Whitewood Creek Proposal

On July 4, 2019, flood waters severely damaged Whitewood Creek compromising the integrity of the banks along the creek. This has been declared a federal disaster by the President and FEMA has been working with City staff on a plan to mitigate and repair the damage. Albertson Engineering submitted a proposal identifying the scope of work for the Whitewood Creek repair projects.

The design team compiled by Albertson Engineering includes KTM Design Solutions, American Engineering Testing, Inc., Tallgrass Landscape Architecture providing structural engineering, civil engineering, geotechnical engineering and landscape architectural services.

Staff is requesting permission to enter into a contract with Albertson Engineering and assembled professionals in the amount of \$302,367.10 for design services associated with the July 4, 2019 flood damage with portions to be reimbursed through FEMA as part of the disaster declaration DR-4467 Project #123113.

Recommend Motion: *To enter into a contract with Albertson Engineering and assembled professionals in the amount of \$302,367.10 for design services associated with the July 4, 2019 flood damage with portions to be reimbursed through FEAM as part of the disaster declaration DR-4467 Project #123113.*



Albertson Engineering Inc.

April 30, 2020

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

RE: Proposal for Professional Design Services
for Whitewood Creek Restoration
Albertson Engineering Project #2020-096

Dear Bob and Kevin,

We appreciate the opportunity to present this proposal for Professional Design Services for the Restoration of Whitewood Creek in Deadwood, SD. This document contains proposals for the following projects:

Project 1 – Creek Restoration along Parking Lot between Powerhouse Park and City Hall (FEMA project #123108)

Project 2A – Creek Restoration directly upstream Powerhouse Park – North Bank (FEMA project #123107)

Project 2B – Creek Restoration directly upstream Powerhouse Park – South Bank (FEMA project #123107)

Project 3 – Creek Restoration by Comfort Inn & Suites (FEMA project #123107)

Project 4 – New Grizzly Structure near HWY 385 and HWY 85 intersection

Project locations can be seen in the following images.

Albertson Engineering Inc.

Rapid City

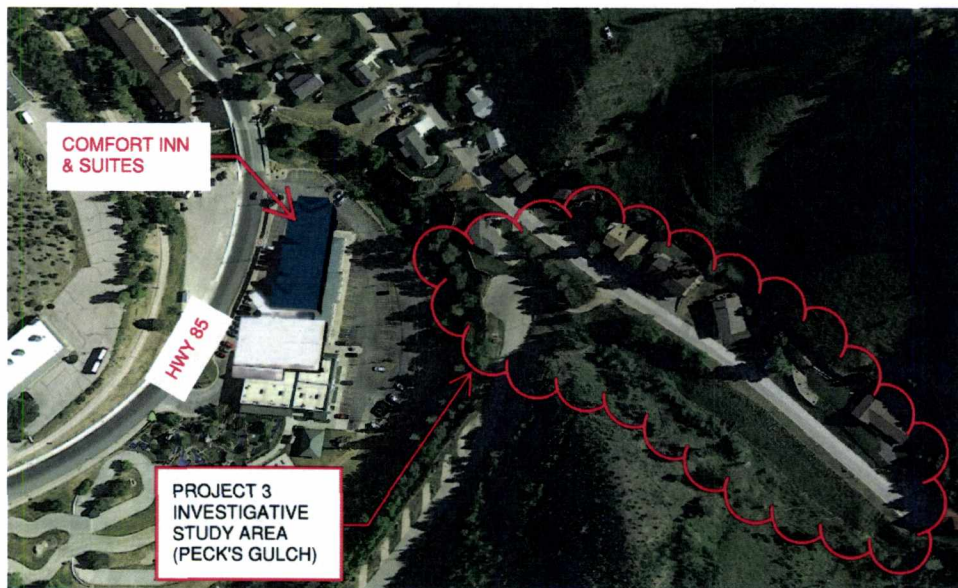
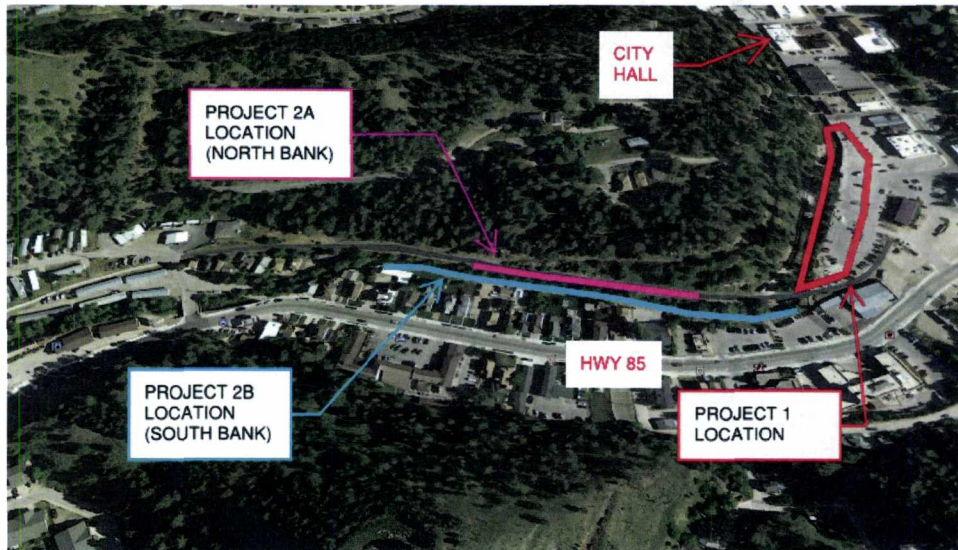
3202 West Main, Suite C
Rapid City, SD 57702
605-343-9606

Sioux Falls

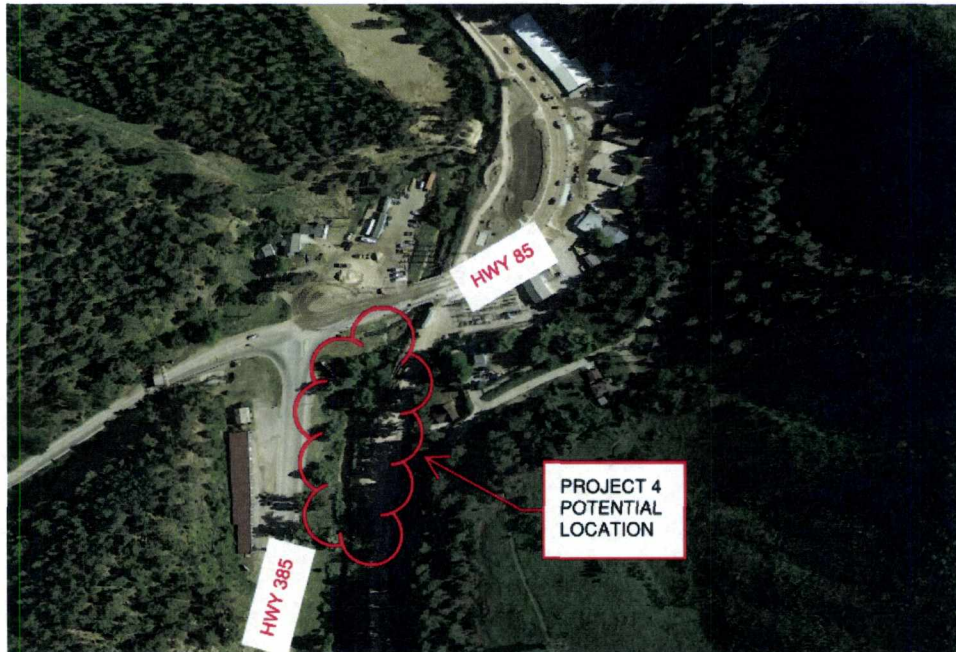
315 North Main Avenue, Suite 200
Sioux Falls, SD 57104
605-343-9606

Winner

202 South Main
Winner, SD 57580
605-343-9606



Albertson Engineering Inc.



Other team members include:

- Towey Design Group (civil)
- American Engineering Testing (geotechnical)
- Tallgrass Landscape Architecture

Projects are proposed to be publicly bid as five separate projects sometime in the fall of 2020. Due to the nature of seasonally sensitive items (repaving, reseeding, sodding, etc.), none of the projects will be able to be 100% completed by April 2021, the original deadline set by FEMA. As such, extensions for project completion will need to be requested to FEMA.



Albertson Engineering Inc.

DESCRIPTION OF PROJECT – PROJECT I

- Scope of design work is consistent with attached Conceptual Design Report. Key elements include:
 - Addition of approximately 400 lineal feet of stacked stone retaining wall on east bank. Height of wall will vary from very short to approximately 10 to 12 feet.
 - Bridge abutment on east bank for future pedestrian bridge
 - Sidewalk and parking lot improvements adjacent retaining wall length
 - Creek access area near south end of site
 - Master Planning of parking lot from Powerhouse Park to City Hall

SCOPE OF SERVICES – PROJECT I

- Scope of services of Albertson Engineering include:
 - Overall project management and coordination of design team
 - Design of retaining wall and future pedestrian bridge abutment
 - Production of specifications. Specifications to be prepared using MasterSpec or SpecLink format
 - Submittal of drawings at 35%, 65%, 95%, and 100% Construction Documents
 - Receive and incorporate comments from reviewing parties for progress submittals.
 - Attend design progress meetings as requested (maximum of 3)
 - Organize drawings from other design team members into multi-discipline sets



Albertson Engineering Inc.

- Bid Period Services
 - Attend pre-bid meeting
 - Prepare responses for structurally related questions
 - Organize responses from other design team members
- Construction period services
 - Attend pre-construction meeting
 - Review of shop drawings
 - Prepare relevant change orders, RFP's, RFI's, SSI's etc. and organize responses from other design team members
 - Attend bi-weekly progress meetings
 - Construction Observations
 - Assist in developing punch list at close of project
- Project includes separate Master Planning documents for the parking lot between City Hall and Powerhouse Park to be prepared in parallel with Construction Documents.
- Civil Engineering Services (Towey Design Group)
 - See attached proposal
- Landscape Architect Services (Tallgrass Landscape Architecture)
 - See attached proposal
- Geotechnical Engineering Services (American Engineering Testing Inc.)
 - See attached proposal
- Exclusions in proposal include those specifically highlighted in attached proposals, as well as the following:



Albertson Engineering Inc.

- Any permitting other than those specifically included in attached proposal by Towey Design Group
- Production of special presentation documents for public meetings. Attendance at public meetings.
- Attendance at meetings between City and USACE, FEMA, DENR, SHPO, or any other governmental agency.
- Coordination of easements
- Archaeological observations. It is our understanding archeological observation services for historical preservation will be hired directly by owner.
- Testing & Inspection services during construction.
- Communication platform (such as Submittal Exchange) during construction. Cost of platform will be written into the project specifications as provided by contractor.
- As-built documents

PROPOSED FEE – PROJECT I

Compensation for our services are proposed as:

A lump sum fee of one hundred twenty two thousand six hundred thirty four dollars and 30 cents (\$122,634.30) *PLUS* all applicable taxes and reimbursable expenses. The breakdown per phase is as follows:



Albertson Engineering Inc.

<u>Phase</u>	<u>Beautification Allocation</u>	<u>Restoration Allocation</u>	<u>Total</u>
Construction Documents	\$34,083.60	\$61,591.90	\$95,675.50
Bidding	\$ 2,419.24	\$ 4,371.76	\$ 6,791.00
<u>Construction Administration</u>	<u>\$ 7,184.61</u>	<u>\$12,983.19</u>	<u>\$20,167.80</u>
Total	\$43,687.45	\$78,946.85	\$122,634.30

If additional services not included within this proposal are requested, we can either bill hourly or negotiate a fee at the time services are requested.

Reimbursable expenses are proposed to be in addition to the fees above.

[End of Project 1 proposal]



Albertson Engineering Inc.

DESCRIPTION OF PROJECT – PROJECT 2A

- Scope of design work is consistent with attached Conceptual Design Report. Key elements include:
 - Demolition and reconstruction of approximately 150 lineal feet of stacked stone retaining wall. New wall to be cast-in-place concrete wall and existing stone to be repurposed as veneer. Wall height to be determined following survey but is anticipated to be approximately 8 feet tall.
 - Biostabilization of bank in select locations

SCOPE OF SERVICES – PROJECT 2A

- Scope of services of Albertson Engineering include:
 - Overall project management and coordination of design team
 - Design of retaining wall
 - Production of specifications. Specifications to be prepared using MasterSpec or SpecLink.
 - Submittal of drawings at 65%, 95%, and 100% Construction Documents
 - Receive and incorporate comments from reviewing parties for progress submittals.
 - Attend design progress meetings as requested (maximum of 2)
 - Organize drawings from other design team members into multi-discipline sets
 - Bid Period Services
 - As described in Project 1



Albertson Engineering Inc.

- Construction period services
 - As described in Project 1
- See attachments for sub-consultant proposals as described in Project 1.
- Exclusions to be as described in Project 1

PROPOSED FEE – PROJECT 2A

Compensation for our services are proposed as:

A lump sum fee of thirty seven thousand five hundred seventy eight dollars and fifty cents (\$37,578.50) *PLUS* all applicable taxes and reimbursable expenses.
The breakdown per phase is as follows:

Phase	Beautification Allocation	Restoration Allocation	Total
Construction Documents	\$ -	\$25,497.00	\$25,497.00
Bidding	\$ -	\$ 2,928.50	\$ 2,928.50
Construction Administration	\$ -	\$ 9,153.00	\$ 9,153.00
Total	\$ -	\$37,578.50	\$37,578.50

If additional services not included within this proposal are requested, we can either bill hourly or negotiate a fee at the time services are requested.

Reimbursable expenses are proposed to be in addition to the fees above.

[End of Project 2A proposal]



Albertson Engineering Inc.

DESCRIPTION OF PROJECT – PROJECT 2B

- Scope of design work is consistent with attached Conceptual Design Report. Key elements include:
 - Demolition and reconstruction of approximately 1000 lineal feet of retaining wall averaging approximately 6 feet in height. Existing wall consists of gabion baskets and new wall is proposed to be locally quarried stacked stone walls.
 - Biostabilization of bank in select locations

SCOPE OF SERVICES – PROJECT 2B

- Scope of services of Albertson Engineering include:
 - Overall project management and coordination of design team
 - Design of retaining wall
 - Production of specifications. Specifications to be prepared using MasterSpec or SpecLink.
 - Submittal of drawings at 65%, 95%, and 100% Construction Documents
 - Receive and incorporate comments from reviewing parties for progress submittals.
 - Attend design progress meetings as requested (maximum of 2)
 - Organize drawings from other design team members into multi-discipline sets
 - Bid Period Services
 - As described in Project 1
 - Construction period services



Albertson Engineering Inc.

- As described in Project 1
- See attachments for sub-consultant proposals as described in Project 1.
- Exclusions to be as described in Project 1

PROPOSED FEE – PROJECT 2B

Compensation for our services are proposed as:

A lump sum fee of seventy nine thousand one hundred seventy five dollars and thirty cents (\$79,175.30) *PLUS* all applicable taxes and reimbursable expenses. The breakdown per phase is as follows:

<u>Phase</u>	<u>Beautification Allocation</u>	<u>Restoration Allocation</u>	<u>Total</u>
Construction Documents	\$ -	\$55,198.00	\$55,198.00
Bidding	\$ -	\$ 6,010.00	\$53,845.00
Construction Administration	\$ -	\$17,967.30	\$53,845.00
Total	\$ -	\$79,175.30	\$79,175.30

If additional services not included within this proposal are requested, we can either bill hourly or negotiate a fee at the time services are requested.

Reimbursable expenses are proposed to be in addition to the fees above.

[End of Project 2B proposal]



Albertson Engineering Inc.

DESCRIPTION OF PROJECT – PROJECT 3 (Investigative Study)

- Scope of design work in this proposal is limited to the investigative study of Peck's Gulch by Towey Design Group. Overall project design scope will be understood following the conclusion of the study and design services will be proposed at that time.
- Scope of Investigative Study also includes preparation of a Geotechnical Exploration Report by American Engineering Testing.
- See attached proposal by Towey Design Group

SCOPE OF SERVICES – PROJECT 3 (Investigative Study)

- Scope of services of Albertson Engineering include:
 - Overall project management and coordination
 - Submittal of Investigative Study Report
 - Receive and incorporate comments from reviewing parties for progress submittals.
 - Attend progress meetings as requested (maximum of 1)
 - Completion of Geotechnical Exploration Report
- See attachments for sub-consultant proposals as described in Project 1.
- Exclusions to be as described in Project 1

PROPOSED FEE – PROJECT 3 (Investigative Study)

Compensation for our services are proposed as:



Albertson Engineering Inc.

A lump sum fee of eleven thousand fifty five dollars (\$11,055.00) *PLUS* all applicable taxes and reimbursable expenses. The breakdown per phase is as follows:

<u>Phase</u>	<u>Beautification Allocation</u>	<u>Restoration Allocation</u>	<u>Total</u>
Investigative Study	\$ -	\$11,055	\$11,055
Construction Documents	TBD	TBD	TBD
Bidding	TBD	TBD	TBD
Construction Administration	TBD	TBD	TBD

If additional services not included within this proposal are requested, we can either bill hourly or negotiate a fee at the time services are requested.

Reimbursable expenses are proposed to be in addition to the fees above.

[End of Project 3 proposal]



Albertson Engineering Inc.

DESCRIPTION OF PROJECT – PROJECT 4

- Scope of design work is consistent with attached Conceptual Design Report. Key elements include:
 - Approximately 20 to 30 lineal feet of concrete retaining wall added each bank. Steel “grizzly” structure will span across bank and be supported by retaining walls. New grizzly structure to be similar to the existing structure below Pine Street near the Deadwood Mountain Grand.
 - Exact location of grizzly structure still to be determined and is assumed to be selected by City of Deadwood. Location assumed to be in vicinity of HWY 385 and HWY 85 intersection.

SCOPE OF SERVICES – PROJECT 4

- Scope of services of Albertson Engineering include:
 - Overall project management and coordination of design team
 - Design of retaining wall and grizzly structure
 - Production of specifications. Specifications to be prepared using MasterSpec or SpecLink.
 - Submittal of drawings at 65%, 95%, and 100% Construction Documents
 - Receive and incorporate comments from reviewing parties for progress submittals.
 - Attend design progress meetings as requested (maximum of 2)
 - Organize drawings from other design team members into multi-discipline sets
 - Bid Period Services



Albertson Engineering Inc.

- As described in Project 1
- Construction period services
 - As described in Project 1
- See attachments for sub-consultant proposals as described in Project 1.
- Exclusions to be as described in Project 1

PROPOSED FEE – PROJECT 4

Compensation for our services are proposed as:

A lump sum fee of fifty one thousand nine hundred twenty four dollars (\$51,924.00) *PLUS* all applicable taxes and reimbursable expenses. The breakdown per phase is as follows:

<u>Phase</u>	<u>Beautification Allocation</u>	<u>Restoration Allocation</u>	<u>Total</u>
Construction Documents	\$ -	\$37,725	\$37,725
Bidding	\$ -	\$ 3,315	\$ 3,315
Construction Administration	\$ -	\$10,884	\$10,884
Total	\$ -	\$51,924	\$51,924

If additional services not included within this proposal are requested, we can either bill hourly or negotiate a fee at the time services are requested.

Reimbursable expenses are proposed to be in addition to the fees above.

[End of Project 4 proposal]



Albertson Engineering Inc.

SUMMARY OF FEES

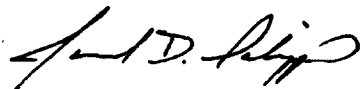
Project	Beautification Allocation	Restoration Allocation	Total
Project 1	\$43,687.45	\$ 78,946.85	\$122,634.30
Project 2A	\$ -	\$ 37,578.50	\$ 37,578.50
Project 2B	\$ -	\$ 79,175.30	\$ 79,175.30
Project 3 (Investigative Study)	\$ -	\$ 11,055.00	\$ 11,055.00
Project 4	\$ -	\$ 51,924.00	\$ 51,924.00
Total	\$43,687.45	\$258,679.65	\$302,367.10

As mentioned in each individual project proposal, reimbursable expenses are in addition to the proposed fees.

We appreciate the opportunity to present this proposal. Please call if you have any questions or if we can be of any further assistance.

Sincerely,

Albertson Engineering Inc.



Jared D. Schippers, PE
Principal Engineer

Attachments:

1. Proposal by Towey Design Group
2. Proposal by Tallgrass Landscape Architecture
3. Proposal by American Engineering Testing
4. Conceptual Design Report



Albertson Engineering Inc.



April 29, 2020

Mr. Jared Schippers
Albertson Engineering, Inc.
3202 W. Main Street, Suite C
Rapid City, SD 57702

RE: Proposal for City of Deadwood – 2019 Flood Damage Projects

Dear Jared,

This letter presents our proposal to complete survey and engineering services as discussed for the proposed City of Deadwood – 2019 Flood Damage Projects. Based on our discussion, it is our understanding that this project will consist of multiple projects, each with individual needs and tasks.

Project Understanding and Design Assumptions

Our understanding of the project is as follows and includes certain design assumptions made in the preparation of this proposal.

- The overall project consists of 5 sub-projects as listed below.
- The intent is to have all projects designed and constructed by April 2021. Extensions will be requested as there will more than likely overlap into May/June 2021.
- Investigative, design, bidding and construction administration services are being requested for all sub-projects.
- Focus of the project pertaining to the effective floodplain will be to remove various wall sections and replace them with selected new walls and stabilization methods with the intent to not cause an increase or decrease in the existing base flood elevations.
- Remapping of the effective floodplain following completion of these projects is not part of this proposal.
- TDG will request and acquire the effective FEMA HEC-RAS model for Whitewood Creek. TDG will make copies of the study available to City staff and design team as requested.
- Prior to the start of field survey work, City staff will send out a public service announcement to local residences and businesses adjacent to proposed work areas informing them of the proposed work being completed.
- TDG will request through City staff GIS mapping data of public utilities within the proposed work areas for use by design team.
- TDG will coordinate efforts with private utility companies to acquire GIS maps of all private utilities within the proposed work area.
- TDG will coordinate with the local USACE office to develop construction means for working within the banks of Whitewood Creek.

In order to effectively accomplish the project objectives, we will complete the following work tasks:

Project 1 – Powerhouse Park Area – FEMA #123108

- Investigative Services – Survey will be coordinated through TDG and completed by Baseline Survey, Inc. For Project 1, and only Project 1, TDG will provide support services to Landscape Architect in conjunction with their Master Plan efforts as detailed by City staff under the investigative services phase of this project.

TOWEY DESIGN GROUP, INC.

4459 Portrush Road, Rapid City, SD 57702 | 605.391.2190
info@toweydesigngroup.com

- Design Services –

- 65% Design –

- TDG will prepare an existing conditions hydraulic model based on the effective FEMA model. This will be used during design to ensure “no-rise” requirements throughout the design process. Hydraulic modeling will include HEC-RAS “scour” analysis of the streambed.
 - TDG will develop a site plan, grading plan, and erosion control plan for the proposed work area. Cross sections will be developed at fifty-foot (50') intervals for plan clarity and bidding purposes. TDG will evaluate top of wall elevations in relation to the effective Base Flood Elevation to ensure “no-rise” requirements are being met within the project.
 - TDG will coordinate efforts of both Structural Engineer and Landscape Architect to ensure proper details and wall features are shown on all plan sheets.
 - TDG will coordinate with the local office of USACE to ensure that proper measures being proposed for the construction efforts met all regulatory requirements.
 - TDG will prepare engineers estimate (line item – unit cost based) for team use and review.
 - TDG will attend 65% Design Review meeting.

- 95% Design Submittal –

- TDG will address all comments generated from the 65% Design Review meeting and update the plans accordingly.
 - TDG will finalize hydraulic modeling based on 65% Design Review comments. We will prepare a “draft” floodplain development permit application and narrative to include with 95% Design Review submittal for team’s review.
 - TDG will continue efforts with the Structural Engineer, Landscape Architect, and USACE to ensure all details and regulatory requirements are being met.
 - TDG will update engineers estimate (line item – unit cost based) for team use and review.
 - TDG will attend 95% Design Review meeting.

- 100% Design Submittal –

- TDG will address all plan comments generated from the 95% Design Review meeting and finalize the plans and specifications for bidding purposes. We will utilize general note sheets to account for project specific specifications and reference through standard details from SDDOT as needed.
 - TDG will finalize all permits, estimates, and other items as necessary to complete design services.

- Bidding Services –

- TDG will attend pre-bid meeting.
 - TDG will prepare and issue addenda to bidding documents.

- Construction Administration Services –

- TDG will attend pre-construction conference.
 - TDG will provide written clarification to drawing and specification questions.
 - TDG will review and take action on shop drawings, product submittals, test results, and other submittals.
 - TDG will perform onsite observation during the construction and provide written reports following each site visit. We have planned for three (3) trips for this project.

- TDG will review "record drawings" based on the Contractors redline drawings to ensure that all aspects of the proposed "no-rise" certificates were met within the design criteria of the project. We will prepare a final project report noting any changes or discrepancies with respect to the effective base flood elevation.

Note: At this time, we are excluding any remapping of the floodplain based on the proposed improvements outside of the general review and mapping verification listed in each project. The general intent is to design the projects as listed within this proposal to match the effective mapping in place today.

Project 2a – North Bank upstream of Powderhouse Park – FEMA #123107

Project 2a will follow same outline as noted in Project 1 with an exception. We are planning one (1) site visit for this project.

Project 2b – South Bank upstream of Powderhouse Park – FEMA #123107

Project 2b will follow same outline as noted in Project 1 with an exception. We are planning five (5) site visits for this project.

Project 3 – Creek Restoration by Comfort Inn & Suites – FEMA #123107

It would be our recommendation that a drainage basin analysis of Pecks Gulch be completed prior to determining the scope necessary to complete Project 3. There is a significant amount of runoff that flows down Pecks Gulch that currently drain through two areas approximately 40-50 feet above the creek elevation. The proposed scope of the drainage analysis is discussed below as Preliminary Design Services.

- Preliminary Design Services –

Pecks Gulch is a smaller drainage basin (0.21 square miles) located upstream of Project 3. Preliminary estimates suggest the basin flows range from 275-325 cubic feet per second (cfs) during the 100-year peak flow event. The majority of this flow generally runs un-detained through the Project 3 work area during larger events.

Based on brief site reviews, it appears there are two smaller detention ponds located upstream of the cul-de-sac near Project 3. Our analysis will evaluate the existing basin, detention facilities, and provide up to four (4) potential recommendations for City staff review. Based on approval of our recommendations, we believe clear direction can be provided for Project 3.

- Investigative, Design, Bidding, and Construction Administration Services –

Project 3 will follow a similar outline as noted in Project 1 depending on the final determined scope of this project. All aspects of Project 3 (survey, design, bidding and construction administration services) will need to be completed under a separate proposal. The outline of our proposed tasks as listed in Project 1 will still be applicable to Project 3.

Project 4 – Grizzly Structure

Project 4 will follow same outline as noted in Project 1 with an exception. We are planning two (2) site visits for this project.



Acceptance of this Proposal

TDG requests written acceptance of this proposal in the Design Fees section below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments:

1) issuing an NTP or sub-consultant contract for any of the Services described above, or 2) written or electronic notification for TDG to proceed with any of the Services described in this proposal.

Design Fees

TDG proposes to complete the necessary design and survey services for this project on a lump sum basis. We have estimated our total fee for this project to be One Hundred Seven Thousand Two Hundred Twenty-Six Dollars and No Cents (\$107,226.00) based the scope of work described in Projects 1, 2, 3 (Preliminary Design Services), & 4 in this letter. TDG would anticipate that once a scope for Project 3 can be defined that a follow-up proposal can be finalized and negotiated. Our Exhibit A is attached to this proposal letter which includes a breakdown of costs based on the various tasks as defined in previous discussions. Exhibit B includes our standard terms and conditions. Exhibit C incorporates Baseline Surveying, Inc's. proposal.

If any additional items are requested, such as City meetings, City/FEMA meetings, requests for additional modeling, etc., not associated with the above proposal, then costs will be billed on an hourly basis. In any event, we will not proceed on any extra work unless you specifically direct us to do so. We will coordinate closely with you and your team and will focus tightly on the specific issues in order to complete our work effectively. Invoices will be submitted on a monthly basis for work performed in the prior month.

If these arrangements are acceptable, please sign below and return one copy to me. We are enthused about this project and look forward to working with you and your team members to effectively meet the needs of your development.

Sincerely,

Michael Towey, PE
Towey Design Group, Inc.

ACCEPTED BY:

Albertson Engineering, Inc.

Signature

Name

Title

Date

EXHIBIT A

	Subtotal	Total
#1 Powerhouse Park Area - FEMA #123108		\$ 27,233.00
Investigative Services	\$ 4,185.00	
Design Services	\$ 14,750.00	
Bidding Services	\$ 2,770.00	
Construction Administration Services	\$ 5,528.00	
#2a North Bank Upstream Powderhouse - FEMA #123107		\$ 13,915.00
Investigative Services	\$ 2,405.00	
Design Services	\$ 7,445.00	
Bidding Services	\$ 1,185.00	
Construction Administration Services	\$ 2,880.00	
#2b South Bank Upstream Powderhouse - FEMA #123107		\$ 41,428.00
Investigative Services	\$ 6,315.00	
Design Services	\$ 23,370.00	
Bidding Services	\$ 3,250.00	
Construction Administration Services	\$ 8,493.00	
#3 Comfort Inn and Suites Site - FEMA #123107		\$ 6,130.00
Preliminary Design Services	\$ 6,130.00	
Investigative Services	TBD	
Design Services	TBD	
Bidding Services	TBD	
Construction Administration Services	TBD	
#4 Grizzly Structure		\$ 18,520.00
Investigative Services	\$ 3,845.00	
Design Services	\$ 11,435.00	
Bidding Services	\$ 1,050.00	
Construction Administration Services	\$ 2,190.00	
Subtotal	\$ 107,226.00	

Tallgrass Landscape Architecture, LLC

413 North 4th Street

Custer SD, 57730

605.673.3167

info@tallgrasslandscapearchitecture.com

www.tallgrasslandscapearchitecture.com



Professional Services Agreement

This proposal is provided to Albertson Engineering, Inc., the Client , by Tallgrass Landscape Architecture, LLC , Landscape Architect, for the Landscape Architectural Services as provided herein.

Client

Albertson Engineering

NAME

3202 West Main Street, Rapid City, SD 57702

ADDRESS / CITY / STATE / ZIP

Jared Schippers

PROJECT Representative

Owner

City of Deadwood, SD

Entity: Municipality

108 Sherman Street, Deadwood, SD 57732

ADDRESS / CITY / STATE / ZIP

Landscape Architect

Tallgrass Landscape Architecture, LLC

A Corporation

413 North 4th Street, Custer, SD 57730

ADDRESS / CITY / STATE / ZIP

Tanya Olson, project manager

Contact

PROFESSIONAL SERVICES AGREEMENT

Project Name: **FEMA Flood Mitigation Projects: 1, 2a & 2b**

Compensation for the Scope of Services to be performed under this Agreement shall be the stipulated sum not to exceed **\$55,060.00** and an estimated **\$0.00** Reimbursable Expenses as outlined in section 4.2. Compensation per phase is estimated as follows with estimated split representing portion of project assigned to City of Deadwood beatification projects and FEMA Flood Repair projects:

Project 1

35% Site Analysis / Schematic Design / Master Plan (70/30 split)

City of Deadwood \$18,424.00

FEMA \$4,606.00

Projects 1, 2A, & 2B

65% Design Development Phase for (20/80 split)

City of Deadwood \$2,152.00

FEMA \$8,608.00

95%-100% Construction Documentation Phase (20/80 split)

City of Deadwood \$3,162.00

FEMA \$12,648.00

Bidding Phase (50/50 split)

City of Deadwood \$520.00

FEMA \$520.00

Construction Administration Phase (20/80 split)

City of Deadwood \$884.00

FEMA \$3,536.00

The following hourly rates, effective through January 2021, shall be used as the basis for compensation for any Supplemental Services or Optional Additional Services, or any agreed upon hourly work performed by Landscape Architect.

Senior Landscape Architect \$ 130

Landscape Architect in Training \$ 75

Exhibits

The following Exhibits are incorporated in and made a part of this Agreement:

- "A" Scope of Services Project 1
- "B" Scope of Services Project 2A
- "C" Scope of Services Project 2B

EXHIBIT "A"
SCOPE OF SERVICES PROJECT 1

1.0 Scope Elements

The approved plan includes the following scope elements that will be designed by the Landscape Architect:

- A. Whitewood Creek FEMA and supportive elements including:
 - i. **Bid Package 1 (Area D)**
 - 1. 35% Design: Overall Concept Plan Scope for Area D
 - a. Whitewood Creek east bank stabilization project:
 - i. Bank stabilization / flood damage repair and mitigation
 - ii. Bridge abutments (location and functional aspects)
 - iii. Recreational creek access
 - iv. Fencing
 - v. Sidewalk
 - vi. Concept grading and drainage
 - b. Pedestrian connection to Deadwood Mountain Grand and Downtown
 - c. Parking lot utilization and configuration
 - 2. 65% -100% Design: Landscape Architecture Scope for Area D
 - a. Recreational Creek Access
 - b. Planting / restoration design
 - c. Bank Stabilization including;
 - i. Biostabilization
 - d. Site Plan
 - i. Fencing
 - ii. sidewalk
 - iii. parking lot restriping
 - iv. special details for bank stabilization

(ii) Bid Period Services

(iii) Construction Administration Services

1.1 Site Analysis

In order to identify the physical attributes and limitations of the site relative to the Project Program, the Landscape Architect shall:

- A. Manage the project through maintaining the project folder, reference system, project archive, communication record, project files, project schedule, project design budget, internal quality assurance, and coordinating the landscape architecture work with other disciplines. In addition, document changes to the scope that emerge due to the natural progression of design, client and owner direction, and other factors
- B. Identify existing site conditions and known off-site considerations relevant to the Project Program and as they pertain to identified scope elements, including a review of support documents such as topographic survey and historic documents

- C. Analyze existing site conditions by
 - i. Identifying physical attributes and limitations of the Project site as they pertain to identified scope elements
 - ii. Confirming general location of available utilities as they pertain to identified scope elements
- D. Visit site as necessary to assess and confirm site conditions
- E. Review applicable governmental requirements, including zoning, ordinances and permit requirements, known special restrictions, and zoning conditions as they pertain to identified scope elements
- F. Advise the Prime Consultant of additional tests and surveys that may be recommended as they pertain to the site program.
- G. Submit or present findings in the form of the following deliverables to the Prime Consultant:
 - i. letter or memo summarizing the findings, if requested
 - ii. summary description of needed tests and surveys, if requested
 - iii. present findings at a meeting, if requested

1.2 Schematic Design Phase (35% / Master Plan)

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

- A. Manage the project through maintaining the project folder, reference system, project archive, communication record, project files, project schedule, project design budget, internal quality assurance, and coordinating the landscape architecture work with other disciplines. In addition, document changes to the scope that emerge due to the natural progression of design, client and owner direction, and other factors
- B. Review other design documents and design precedents for this project.
- C. Participate in 2 team meetings and other regular project related communication
- D. Participate in 2 client meetings, prepare abbreviated minutes for internal use
- E. Prepare studies and relational diagrams for the organization and placement of proposed program elements taking in consideration the existing site features and the requirements of other program elements
- F. Prepare drawings illustrating alternative design concepts if needed based on changes to the concept options due to site conditions or other impacts for the form and configuration of the Program elements on the site

- G. Evaluate alternative design concepts and, in conjunction with the Owner and Prime Consultant, identify a preferred design concept.
- H. Based on the preferred design concept, prepare a scaled schematic design plan illustrating the form and configuration of the proposed improvements on the site. Plans shall include:
 - i. Preliminary site layout of all program elements
 - ii. preliminary site grading and drainage
 - iii. preliminary creek bank design that accommodates recreational creek access
 - iv. Preliminary redesign of impacted areas of Mickelson Trailhead
- I. Preliminarily select key materials or material systems and prepare preliminary designs for key construction details
- J. Prepare an opinion of probable costs to construct the proposed improvements, including a recommended contingency
- K. Submit the plan, details, cost opinion, and other deliverables as appropriate comprising the Schematic Design submittal to the Prime Consultant for discussion, review, and approval by the Owner.
- L. Provide illustrative renderings of the Schematic Design concept for the Owner's use.

1.3 Design Development Phase (65%)

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

- A. Manage the project through maintaining the project folder, reference system, project archive, communication record, project files, project schedule, project design budget, internal quality assurance, and coordinating the landscape architecture work with other disciplines. In addition, document changes to the scope that emerge due to the natural progression of design, client and owner direction, and other factors
- B. Participate in 2 team meetings, and other regular project related communication
- C. Participate in 1 regular client meeting, prepare abbreviated minutes for internal use
- D. Revise and refine the Schematic Design plan (the model) to spatially define the location of the proposed improvements in relation to both the existing site features and the other proposed improvements
 - i. Coordinate base files with other disciplines as needed
 - ii. Review work of other disciplines as needed

- E. Prepare illustrative drawings to illustrate the proposed form, materials, color, and textures of the proposed improvements through details, 3-D representations, mock-ups or other techniques as deemed appropriate by the landscape architect
- F. Prepare design development drawings as required to illustrate the design intent:
 - (i) Demolition / Preservation (existing trees, structures, irrigation system, etc)
 - (ii) Recreational Creek Access
 - (iii) Planting / restoration design
 - (iv) Irrigation design (for existing irrigation at Mickelson Trailhead if impacted)
 - (v) Bank Stabilization including;
 - 1. Boulder Revetment
 - 2. Biostabilization
 - (vi) Site layout of all program elements
 - (vii) Bridge abutment
- G. Review and integrate civil engineer's design comments regarding bank stabilization, grading, and drainage
- H. Review and integrate structural engineer's design comments regarding structural elements, including bank stabilization and bridge abutment
- I. Prepare outline specifications for applicable areas of work
- J. Update the opinion of probable cost to construct the proposed improvements
- K. Submit and present the plans, preliminary details, and other deliverables as appropriate comprising the 65% submittal to the Prime Consultant for review and approval

1.4 Construction Document Phase

Based on the Prime Consultant-approved Design Development phase submission, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- A. Manage the project through maintaining the project folder, reference system, project archive, communication record, project files, project schedule, project design budget, internal quality assurance, and coordinating the landscape architecture work with other disciplines. In addition, document changes to the scope that emerge due to the natural progression of design, client and owner direction, and other factors
- B. Participate in 2 team meetings, and other regular project related communication
- C. Participate in 2 client/team meetings, prepare abbreviated minutes for internal use
- D. Prepare design development drawings as required to illustrate the design intent:
 - (i) Recreational Creek Access

- (ii) Planting / restoration design
 - (iii) Bank Stabilization including;
 - 1. Boulder Revetment
 - 2. Biostabilization
 - (iv) Site layout of all program elements
 - (v) Construction details
- E. Prepare construction specifications for the proposed improvements
- F. Review and integrate civil and structural comments and direction
- G. Receive comments from team and client and respond to questions, requested clarifications, and comments as needed, including addressing timely and applicable review comments received from other reviewing agencies and revise the Construction Documents for compliance when required
- H. Review the project scope, design documents, and quality criteria to determine that the design is meeting the project expectations and verify that the project deliverables will adequately meet the defined quality standards (QAQC)
- I. Prepare 95% and 100% construction plans, details and specifications incorporating the comments from owner, team, and internal QAQC process.
- J. Update the opinion of probable cost to construct the proposed improvements
- K. Prepare documents suitable for review for compliance with applicable governmental requirements and assist the Prime Consultant in the submission process to governmental agencies
- L. Submit Construction Documents digitally; physical copies shall be reimbursable costs as provided in Article 4 of the Agreement

1.5 Bidding Phase

When contracts are bid, the Landscape Architect shall assist the Prime Consultant during the bidding process to identify the Contractor to construct the Project and establish the firm price to accomplish the work. The Landscape Architect shall:

- A. Attend and assist with the pre-bid conference and document the proceedings
- B. Evaluate pre-bid qualification submissions (as required) and formulate recommendations
- C. Clarify the Construction Documents as required through the preparation and issuance of addenda
- D. Attend the bid opening (if requested)
- E. Review bids including alternates and formulate a recommendation on the award of the contract

1.1 Construction Contract Administration Services

The Landscape Architect shall provide the following administration services associated with the construction of the project as Supplemental Services. When requested, the Landscape Architect shall:

- A. take part in the pre-construction conference
- B. Review and take appropriate action on materials and equipment submitted by the Contractor for approval
- C. Review and take appropriate action on requests for information, shop drawings, and change order requests submitted for approval
- D. Prepare Prime Consultant-initiated change orders as requested
- E. undertake periodic observation of the work in progress for conformance with Construction Documents, (8) eight site visits maximum
- F. evaluate the completed work to determine acceptance or non-acceptance based on conformity with the design intent expressed in the Construction Documents
- G. Conduct observations to determine final completion and acceptance of the work
- H. Review Contractor's marked-up as-built drawings
- I. Attend a (1) year warranty walkthrough

Revisions to previously approved drawings or other documents shall constitute Supplemental Services when necessary to accommodate subsequent interpretations by governmental officials.

SUPPLEMENTAL SERVICES

2.2. Pre-design Services

The following pre-design services shall be considered Supplemental Services:

- A. Assisting the Prime Consultant with programming
- B. Inventory and documentation of existing conditions affecting the Project, including identification and location of utility connections (water, gas, electrical, and sewer connections)
- C. Assisting the Prime Consultant with marketing and/or feasibility studies
- D. Detailed project scheduling (critical path, milestone completion dates, or other methods)
- E. Representing Prime Consultant at zoning hearings and/or community meetings or design review hearings

2.3. Design Phase Supplemental Services

Unless otherwise agreed to by the parties, the following are Supplemental Services:

- A. Scale models
- B. Special studies or reports
- C. Life cycle cost analyses

- D. Expert witness testimony
- E. Long-distance travel to inspect materials and equipment of potential suppliers
- F. Permitting services beyond those described in section 1.4
- G. Attendance at public review or design review hearings
- H. Permitting
- I. Also not included are structural, civil, or electrical engineering scope items

2.4. Post-Construction Services

The following Post-Construction Services are Supplemental Services. When requested by the Prime Consultant, the Landscape Architect shall:

- A. Prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor
- B. Provide periodic observations of work and/or warranty items other than those indicated
- C. Perform post-construction evaluation of functional and operational performance of the Project

EXHIBIT "B"
SCOPE OF SERVICES PROJECT 2A

1.0 Scope Elements

The approved plan includes the following scope elements that will be designed by the Landscape Architect:

- A. Support civil and structural team for:
 - i. **Bid Package 2a(Area C)**
 - 1. Advise on 65% -100% Design:
 - (ii) **Bid Period Services**
 - (iii) **Construction Administration Services**

1.1 Site Analysis

In order to identify the physical attributes and limitations of the site relative to the Project Program, the Landscape Architect shall:

- A. Visit site as necessary with team to assess and confirm site conditions

1.2 Design Development Phase (65%)

Landscape architect shall support the civil and structural design team;

- A. Participate in 2 team meetings and other regular project related communication
- B. Participate in 1 regular client meeting prepare abbreviated minutes for internal use
- C. Advise on preparation of design development drawings as required:
 - (i) Demolition / Preservation (existing trees, structures, etc)
 - (ii) Preferred restoration methods (construction repairs, erosion control, etc)
 - (iii) Preferred Bank Stabilization techniques for biostabilization
 - (iv) Advise on soil remediation and other items of specialized expertise in Whitewood Creek
- D. Assist in the preparation of outline specifications for applicable areas of work
 - i. Reseeding
 - ii. Preservation
 - iii. Biostabilization
- E. Contribute to the opinion of probable cost to construct the proposed improvements as needed

1.3 Construction Document Phase (95%-100%)

Landscape architect shall support the civil and structural design team by:

- A. Participate in 2 team meetings, and other regular project related communication
- B. Participate in 1 regular client meeting, prepare abbreviated minutes for internal use
- C. Advise on preparation of design development drawings as required to illustrate the design intent:
 - (i) Demolition / Preservation (existing trees, structures, etc)
 - (ii) Preferred restoration methods (construction repairs, erosion control, etc)
 - (iii) Preferred Bank Stabilization techniques for biostabilization
- D. Assist in the preparation of outline specifications for applicable areas of work
 - i. Reseeding
 - ii. Preservation
 - iii. Biostabilization
- E. Contribute to the opinion of probable cost to construct the proposed improvements
- F. Update the opinion of probable cost to construct the proposed improvements

1.4 Bidding Phase

When contracts are bid, the Landscape Architect shall assist the Prime Consultant during the bidding process to identify the Contractor to construct the Project and establish the firm price to accomplish the work. The Landscape Architect shall:

- A. Attend and assist with the pre-bid conference and document the proceedings
- B. Review bids including alternates and formulate a recommendation on the award of the contract

1.5 Construction Contract Administration Services

The Landscape Architect shall provide the following administration services associated with the construction of the project as Supplemental Services. When requested, the Landscape Architect shall:

- A. take part in the pre-construction conference
- B. undertake periodic observation of the work in progress for conformance with Construction Documents, (2) two site visits maximum
- C. Conduct observations to determine final completion and acceptance of the work

EXHIBIT "B"
SUPPLEMENTAL SERVICES

2.2. Pre-design Services

The following pre-design services shall be considered Supplemental Services:

- A. Assisting the Prime Consultant with programming
- B. Inventory and documentation of existing conditions affecting the Project, including identification and location of utility connections (water, gas, electrical, and sewer connections)
- C. Assisting the Prime Consultant with marketing and/or feasibility studies
- D. Detailed project scheduling (critical path, milestone completion dates, or other methods)
- E. Representing Prime Consultant at zoning hearings and/or community meetings or design review hearings

2.3. Design Phase Supplemental Services

Unless otherwise agreed to by the parties, the following are Supplemental Services:

- A. Scale models
- B. Special studies or reports
- C. Life cycle cost analyses
- D. Expert witness testimony
- E. Long-distance travel to inspect materials and equipment of potential suppliers
- F. Permitting services beyond those described in section 1.4
- G. Attendance at public review or design review hearings
- H. Permitting
- I. Drawings, renderings, or preparation of construction drawings in any phase
- J. Specifications other than those indicated

2.4. Post-Construction Services

The following Post-Construction Services are Supplemental Services. When requested by the Prime Consultant, the Landscape Architect shall:

- A. Review contractor's record drawings
- B. Prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor
- C. Provide periodic observations of work and/or warranty items
- D. Perform post-construction evaluation of functional and operational performance of the Project

EXHIBIT "C"
SCOPE OF SERVICES PROJECT 2B

1.0 Scope Elements

The approved plan includes the following scope elements that will be designed by the Landscape Architect:

- A. Support civil and structural team for:
 - i. **Bid Package 2b(Area C)**
 - 1. Advise on 65% -100% Design:
 - (ii) **Bid Period Services**
 - (iii) **Construction Administration Services**

1.1 Site Analysis

In order to identify the physical attributes and limitations of the site relative to the Project Program, the Landscape Architect shall:

- A. Visit site as necessary with team to assess and confirm site conditions

1.2 Design Development Phase (65%)

Landscape architect shall support the civil and structural design team;

- A. Participate in 2 team meetings and other regular project related communication
- B. Participate in 1 regular client meeting prepare abbreviated minutes for internal use
- C. Advise on preparation of design development drawings as required:
 - (i) Demolition / Preservation (existing trees, structures, etc)
 - (ii) Preferred restoration methods (construction repairs, erosion control, etc)
 - (iii) Preferred Bank Stabilization techniques for biostabilization
 - (iv) Advise on soil remediation and other items of specialized expertise in Whitewood Creek
- D. Assist in the preparation of outline specifications for applicable areas of work
 - i. Reseeding
 - ii. Preservation
 - iii. Biostabilization
- E. Contribute to the opinion of probable cost to construct the proposed improvements

1.3 Construction Document Phase (95%-100%)

Landscape architect shall support the civil and structural design team;

- A. Participate in 2 team meetings, and other regular project related communication

- B. Participate in 1 regular client meeting, prepare abbreviated minutes for internal use
- C. Advise on preparation of design development drawings as required to illustrate the design intent:
 - (i) Demolition / Preservation (existing trees, structures, etc)
 - (ii) Preferred restoration methods (construction repairs, erosion control, etc)
 - (iii) Preferred Bank Stabilization techniques for biostabilization
- D. Assist in the preparation of outline specifications for applicable areas of work
 - i. Reseeding
 - ii. Preservation
 - iii. Biostabilization
- E. Contribute to the opinion of probable cost to construct the proposed improvements
- F. Update the opinion of probable cost to construct the proposed improvements

1.4 Bidding Phase

When contracts are bid, the Landscape Architect shall assist the Prime Consultant during the bidding process to identify the Contractor to construct the Project and establish the firm price to accomplish the work. The Landscape Architect shall:

- A. Attend and assist with the pre-bid conference and document the proceedings
- B. Review bids including alternates and formulate a recommendation on the award of the contract

1.5 Construction Contract Administration Services

The Landscape Architect shall provide the following administration services associated with the construction of the project as Supplemental Services. When requested, the Landscape Architect shall:

- A. take part in the pre-construction conference
- B. undertake periodic observation of the work in progress for conformance with Construction Documents, (2) two site visits maximum
- C. Conduct observations to determine final completion and acceptance of the work

EXHIBIT "B"
SUPPLEMENTAL SERVICES

2.2. Pre-design Services

The following pre-design services shall be considered Supplemental Services:

- A. Assisting the Prime Consultant with programming
- B. Inventory and documentation of existing conditions affecting the Project, including identification and location of utility connections (water, gas, electrical, and sewer connections)
- C. Assisting the Prime Consultant with marketing and/or feasibility studies
- D. Detailed project scheduling (critical path, milestone completion dates, or other methods)
- E. Representing Prime Consultant at zoning hearings and/or community meetings or design review hearings

2.3. Design Phase Supplemental Services

Unless otherwise agreed to by the parties, the following are Supplemental Services:

- A. Scale models
- B. Special studies or reports
- C. Life cycle cost analyses
- D. Expert witness testimony
- E. Long-distance travel to inspect materials and equipment of potential suppliers
- F. Permitting services beyond those described in section 1.4
- G. Attendance at public review or design review hearings
- H. Permitting
- I. Drawings, renderings, or preparation of construction drawings
- J. Specifications other than those indicated

2.4. Post-Construction Services

The following Post-Construction Services are Supplemental Services. When requested by the Prime Consultant, the Landscape Architect shall:

- A. Review contractor's record drawings
- B. Prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor
- C. Provide periodic observations of work and/or warranty items
- D. Perform post-construction evaluation of functional and operational performance of the Project



CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

April 30, 2020

Mr. Jared Schippers
Albertson Engineering, Inc.
3202 West Main Street, Suite C
Rapid City, South Dakota 57702

Subject: Cost Proposal – Geotechnical Exploration & Review
Whitewood Creek Flood Damage Assessment
Deadwood, South Dakota
AET Proposal No. 17-20909

Dear Jared,

As requested, American Engineering Testing (AET) is pleased to submit a proposal for the geotechnical review associated with the Whitewood Creek Flood Damage Assessment project in Deadwood, South Dakota. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, and the lump sum fee for our services. AET provided the initial geotechnical services for portions of this project near the Powerhouse Park and the Comfort Inn & Suites, and submitted our findings and recommendations in our Report No. 17-20603, dated October 4, 2019.

PROJECT INFORMATION

As you are aware, a flood event occurred on or near July 4, 2019 which caused erosional damage along several sections of Whitewood Creek, which flows through Deadwood. After the initial study and report submittal by the project team (Albertson Engineering, KTM Design Solutions, Inc., and AET) on October 7, 2019, the City of Deadwood has requested additional services to provide repair recommendations for the following areas which were damaged:

- Project Area #1 – Creek restoration along parking lot between Powerhouse Park and City Hall. Includes approximately 400' of new retaining wall on east side of creek.
- Project Area #2A – Creek restoration directly upstream of Powerhouse Park – North Bank. Work includes approximately 150' of new retaining wall.
- Project Area #2B – Creek restoration directly upstream of Powerhouse Park – South Bank. Work includes removal of existing gabion basket wall and construction of new approximate 100' long stacked boulder wall.
- Project Area #3 – Creek restoration by Comfort Inn & Suites. Work includes 8'-12' high retaining wall on east bank, and improved storm drain outlets.
- Project #4 – New Grizzly across Whitewood Creek near Black Hills Inn Hotel or near Highway 385 & 85 intersection. Work includes new cast-in-place retaining walls to support new grizzly.

1745 Samco Road | Rapid City, SD 57702

Phone (605) 388-0029 | www.amengtest.com | AA/EEO

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The purpose of the geotechnical study will be to determine the subsurface conditions at the sites and to evaluate the affected areas in order to provide geotechnical recommendations for remediation/repair and new construction (where required).

SCOPE OF SERVICES

Field Exploration

Based on the information provided, we propose the following scope of services:

- Arrange clearance of underground public utilities through SD One Call.
- Perform a total of nine (9) Standard Penetration Test (SPT) borings to depths of 15 feet below grade, or practical auger refusal, whichever is less. Borings would be drilled at the following locations:
 - Project #1 - Two (2) borings
 - Project #2a – Two (2) borings
 - Project 2b – Three (3) borings
 - Project #3 – No new borings. Borings from previous study will be utilized.
 - Project #4 – Two (2) borings.
- The borings will be backfilled with on-site cuttings and the pavement patched where applicable.

Before we drill, we will contact South Dakota One Call to locate public underground utilities. South Dakota One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **The client and/or property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the client/property owner must provide maps, plans and records showing the location of all private utilities and structures. The client/property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the client/property owner, any maps, plans or records, or public or private utility locator providers.

We will drill the borings using solid flite or hollow stem augers, and sampling by the ring lined-barrel method (ASTM D3550). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. We will collect samples at 2½ foot intervals to the terminal depth of 15 feet. Representative portions of recovered samples will be collected in capped brass tubes to prevent moisture loss and submitted to our laboratory for review, testing and final classification.

We will backfill the boreholes and patch with asphalt (where applicable) to comply with State requirements. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard. We assume that the property owner will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with injury or loss after we leave the site.

LABORATORY TESTING

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. We anticipate laboratory testing to include moisture content, Atterberg Limits, gradation analysis, unconfined compression, and moisture-density relationship (proctor).

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System and prepare the test log(s).

REPORT

We will prepare separate project specific geotechnical engineering reports (5 total) in which we will present logs of the test borings, laboratory test results, a review of engineering properties of the on-site soils, and our geotechnical engineering opinions and recommendations regarding the following:

- Grading procedures to prepare the designated areas for structural support, including comments on the suitability of the on-site soils for reuse as fill.
- Retaining wall design parameters including allowable soil bearing capacity, soil properties, and expected lateral earth pressures.
- D₁₀ and D₅₀ values for use in the scour analysis.
- Backfilling procedures, including material types and compaction requirements.
- Preparation of the subgrade for pavements.
- Pavement section thickness designs (asphalt and concrete).
- Backfill/trenching recommendations for support of new utilities.
- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations.

SCHEDULE

Weather and site access permitting, AET anticipates our field work can be scheduled within 7 to 10 working days from receiving an authorization to proceed and coordination with the design team (Albertson Engineering and KTM). We anticipate the field work can each be completed in 2 days. Laboratory testing will require approximately two (2) weeks. The reports can be submitted within about two (2) weeks following the completion of the laboratory testing and any subsequent design team meetings.

FEES

Our fees for the scope of services described above will be charged on a lump sum basis as follows:

- Project #1 – \$2,025.00
- Project #2a – \$2,025.00
- Project 2b – \$2,400.00
- Project #3 – \$1,400.00
- Project #4 – \$2,000.00

Total – \$9,850.00 (plus applicable tax)

Please note these separate fees assume all nine (9) borings can be drilled under one (1) drill rig mobilization and AET will submit five (5) separate reports (one for each project phase). Our fees also include time for design team meetings prior to submittal of the final reports.

Additional services, meetings or consultation after these services are completed will be invoiced on a unit rate basis. Our fees will be in effect for ninety (90) days after issuance of this proposal, after which they will be subject to review and adjustment where necessary.

ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

TERMS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE:

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

CLOSING

AET appreciates the opportunity to provide this service for you and we look forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,
American Engineering Testing, Inc.



Walt Feeger, PE
Senior Geotechnical Engineer

AET PROPOSAL No.: 17-20909

ACCEPTANCE AND AUTHORIZATION

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER/E-MAIL ADDRESS: _____

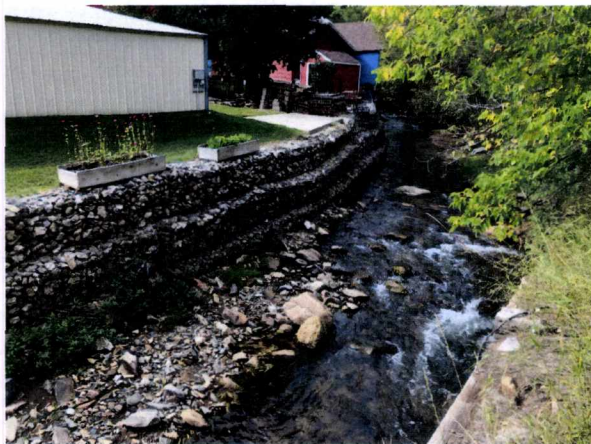
DATE: _____

WHITEWOOD CREEK FLOOD DAMAGE REPAIR

CONCEPTUAL DESIGN REPORT

FOR: CITY OF DEADWOOD

DEADWOOD, SD



ENGINEER'S PROJECT NO. 2020-096
March 25, 2020

REPORT BY:



DESIGN TEAM

Structural Engineer:	Albertson Engineering Inc. 3202 West Main St. #C Rapid City, SD 57702 605-343-9606 Contact: Jared Schippers, PE
Civil Engineer:	KTM Design Solutions 628 ½ Sixth St. #201 Rapid City, SD 57701 Contact: Michael Tower, PE
Geotechnical Engineer:	American Engineering Testing, Inc. 1745 Samco Rd Rapid City, SD 57702 Contact: Walt Feeger, PE
Landscape Architect:	Tallgrass Landscape Architecture 413 North 4 th St Custer, SD 57730 Contact: Tanya Olson, LA

The purpose of this report is to identify the scope of work for the upcoming Whitewood Creek repair projects. Projects will be prepared under five different bid packages. All projects are currently scheduled to go out to bid in fall 2020. Major portions of construction will be completed over this coming winter, but extension requests will be made for all projects to extend beyond April 2021 as final landscaping is not realistic to be completed until later in the spring or summer of 2021.

The different projects are as follows:

1. Project #1. Creek Restoration by along Parking Lot between Powerhouse Park and City Hall. FEMA #123108.
 - a. Work includes about 400' of new retaining wall on east bank. New wall to be large stacked boulders locally quarried. Wall design to accommodate future pedestrian bridge.
 - b. New sidewalk and curb and gutter along high side of wall.
 - c. New Creek access area south end of retaining wall.
 - d. Project to also include master plan study of connection sidewalk to Deadwood Mountain Grand parking structure. Study to also include a new parking lot striping layout.
 - e. See "Project #1 Concept Drawing" attachment.
 - f. See "Project #1 Typical Section" attachment.
2. Project #2a. Creek Restoration directly upstream Powerhouse Park – North Bank. FEMA #123107.
 - a. Work includes about 150' of new retaining wall. Wall to be cast-in-place with existing stacked stone repurposed as veneer.
 - b. See "Project #2 Concept Drawing" attachment.
 - c. See "Project #2a Typical Section" attachment.
3. Project #2b. Creek Restoration directly upstream Powerhouse Park – South Bank. FEMA #123107.
 - a. Work includes removal of Gabion Basket wall. New wall to be large stacked boulders locally quarried. Total lineal feet approximately 1000.
 - b. Consider biostabilization, general cleanup, and revegetation.
 - c. See "Project #2 Concept Drawing" attachment.
4. Project #3. Creek Restoration by Comfort Inn & Suites. FEMA #123107.
 - a. Include study of Pecks Gulch and implications to this project.
 - b. Add retaining wall east bank likely 8' to 12' tall at location of landslide. Area above wall to be biostabilized.
 - c. Improve storm outlet, scope TBD after Pecks Gulch Study is completed.
 - d. Consider general cleanup & tree removal, biostabilization, and revegetation downstream from landslide area.
 - e. See "Project #3 Concept Drawing" attachment.
5. Project #4: New Grizzly Structure
 - a. Includes new cast-in-place retaining walls each side of creek approximately 20 to 30 feet in lineal length. Steel grizzly structure to span across creek and connect to retaining



walls. Grizzly structure in concept to be somewhat similar to what is on Pine St (by Deadwood Mountain Grand) when Whitewood Creek dives underground. Structure to be open on top (no bridge or "lid" on grizzly structure).

b. Potential Locations

- i. Near Black Hills Inn Hotel on HWY 385
- ii. Near 385 & 85 intersection

For all the projects, an opinion of probable cost will be developed as design progresses. In addition, a separate opinion of probable cost will be developed if areas were to be brought back to their original conditions.

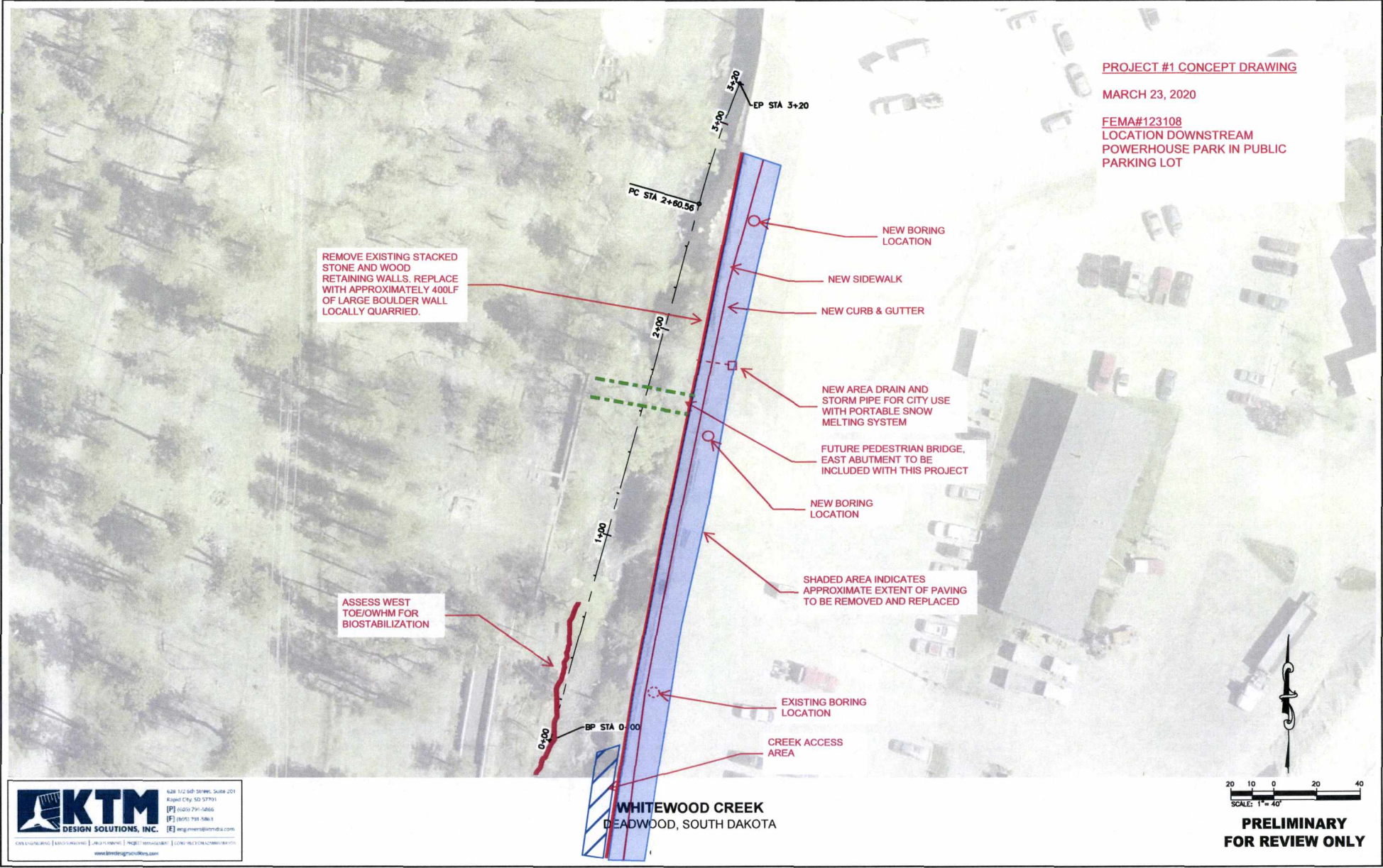
All work for this project will be within the effective floodplain/floodway for Whitewood Creek as shown on flood map 46081C032F with an effective date of 04/17/2012. The existing model will be acquired and utilized to compare flood flows through improved areas. Our intent would be that post-construction cross sectional areas will match those of pre-construction cross sectional areas. It is not our intent to remap the floodplain within the project limits but instead confirm existing mapping and verify "no-rise" throughout the project work area.

Attachments:

- Project #1 Concept Drawing
- Project #2 Concept Drawing (1 of 2)
- Project #2 Concept Drawing (2 of 2)
- Project #3 Concept Drawing
- Project #1 Typical Section
- Project #2a Typical Section



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PROJECT #1 CONCEPT DRAWING

MARCH 23, 2020

FEMA#123108
LOCATION DOWNSTREAM
POWERHOUSE PARK IN PUBLIC
PARKING LOT

REMOVE EXISTING STACKED
STONE AND WOOD
RETAINING WALLS. REPLACE
WITH APPROXIMATELY 400LF
OF LARGE BOULDER WALL
LOCALLY QUARRIED.

ASSESS WEST
TOE/OWHM FOR
BIOSTABILIZATION

NEW BORING
LOCATION

NEW SIDEWALK

NEW CURB & GUTTER

NEW AREA DRAIN AND
STORM PIPE FOR CITY USE
WITH PORTABLE SNOW
MELTING SYSTEM

FUTURE PEDESTRIAN BRIDGE,
EAST ABUTMENT TO BE
INCLUDED WITH THIS PROJECT

NEW BORING
LOCATION

SHADED AREA INDICATES
APPROXIMATE EXTENT OF PAVING
TO BE REMOVED AND REPLACED

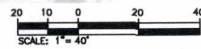

EXISTING BORING
LOCATION

CREEK ACCESS
AREA

WHITWOOD CREEK
DEADWOOD, SOUTH DAKOTA



628 1/2 SBT STREET, SUITE 201
RAPID CITY, SD 57701
(P) 605.791.6666
(F) 605.791.5863
(E) engineering@ktmusa.com
www.ktmdesignsolutions.com



SCALE: 1"=40'

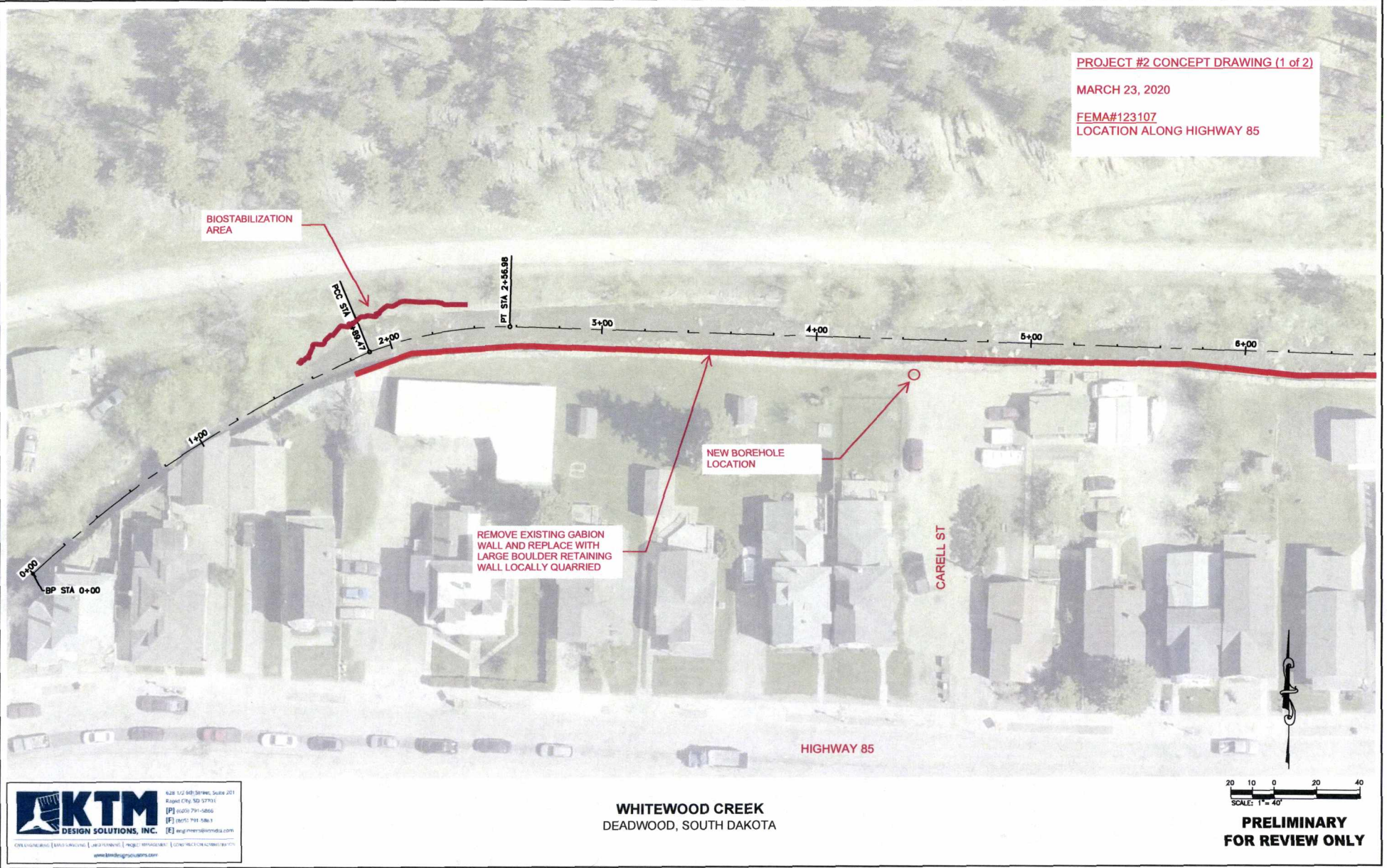
**PRELIMINARY
FOR REVIEW ONLY**

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PROJECT #2 CONCEPT DRAWING (1 of 2)

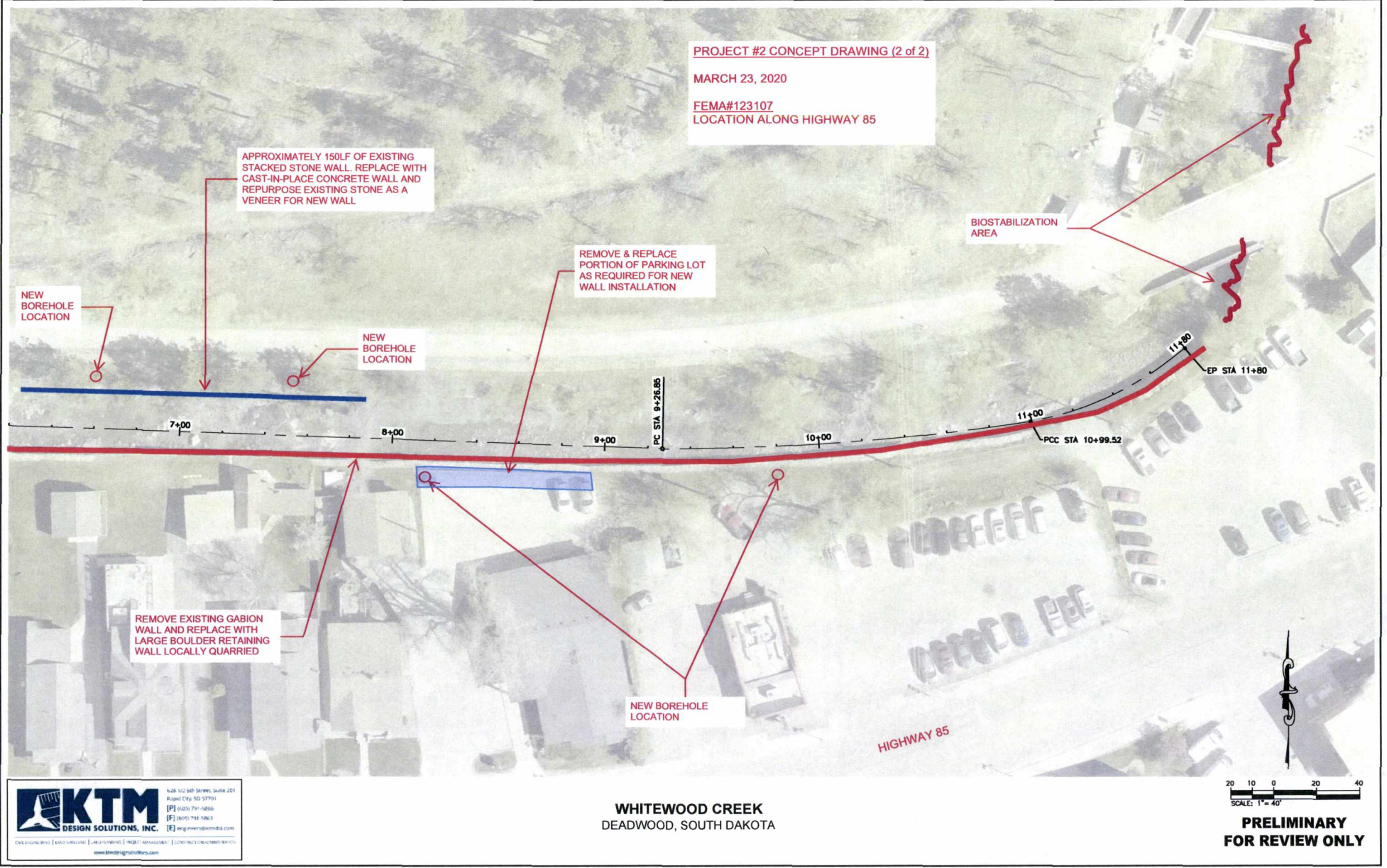
MARCH 23, 2020

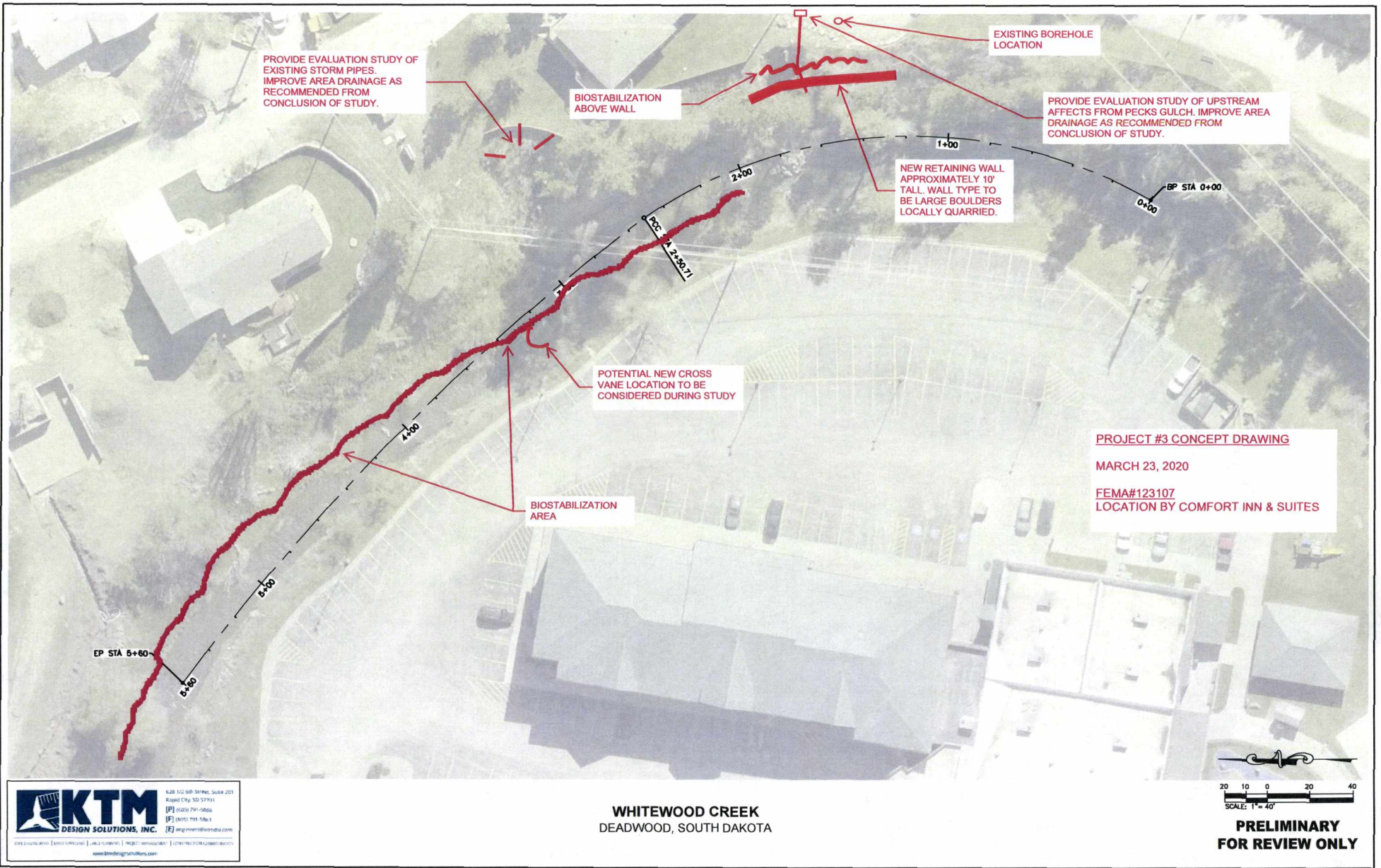
FEMA#123107
LOCATION ALONG HIGHWAY 85



628 1/2 6th Street, Suite 201
Rapid City, SD 57701
P: 605.791.5866
F: 605.791.5867
E: info@ktmsolutions.com
www.ktmsolutions.com

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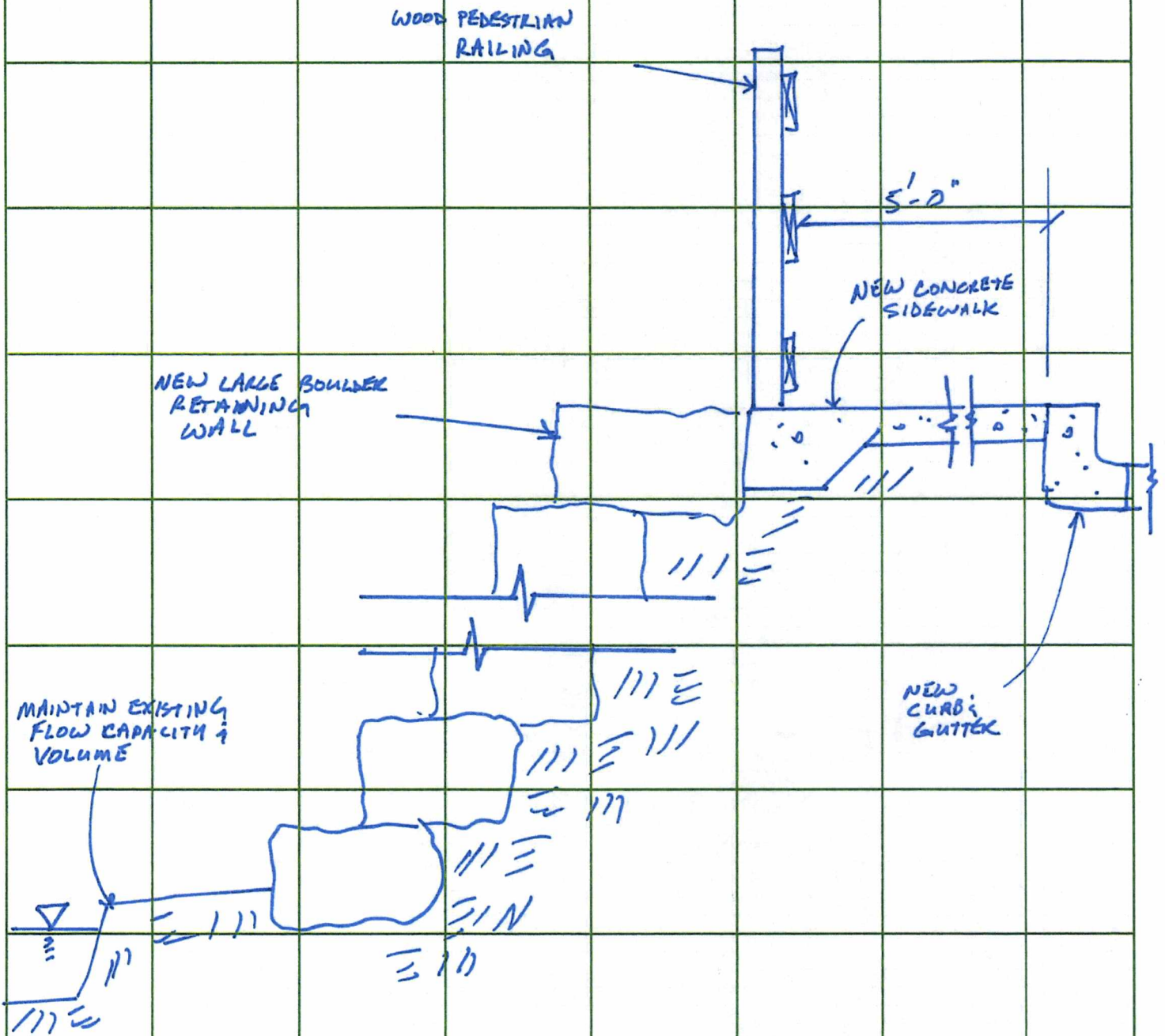






Albertson Engineering Inc.

Project	WHITEWOOD CREEK REPAIR
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Date	3-23-20
By	JDS
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Checked By	



PROJECT #1 TYPICAL SECTION

NOT TO SCALE



Albertson Engineering Inc.

Project WHITEWOOD CREEK REPAIR

Project# 2020-096

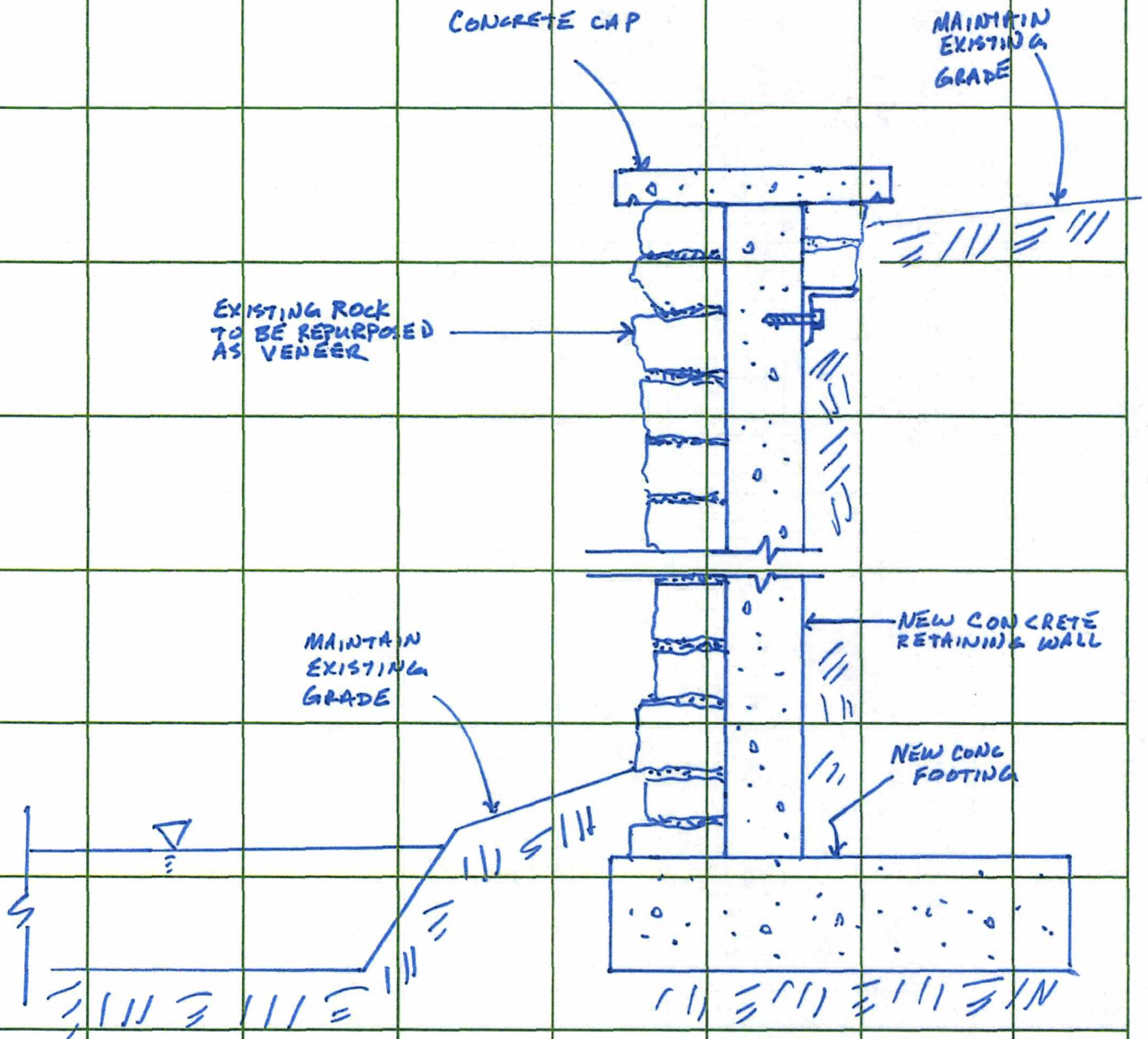
Subject PROJECT 2a TYPICAL SECTION

Date 3-23-20

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By JDS

Checked By



PROJECT #2a TYPICAL SECTION