

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA

Regular Meeting  
5:00 p.m. Monday, June 1, 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. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES of May 18, 2020**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

A. Justin Coupens – Vacation Rental at 23 Monroe Street

6. **CONSENT AGENDA**

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

- A. Permission to hire Jim Doolittle for 2021 union negotiations at \$400.00 per session.
- B. Permission to write-off 2018 uncollectible utility account in the amount of \$37.67 for 7 Emery Street.
- C. Acknowledge refund check from SD Public Assurance Alliance in the amount of \$32,796.06 for updates/revisions done to policy.
- D. Permission for Mayor to sign SD Public Library Survey FY2019 that will be submitted to the SD State Library.
- E. Permission to promote Anthony Bradley to police lieutenant position at \$28.00 per hour effective 6/1/2020.
- F. Request use of public property for Firecracker 5K on July 4, 2020
- G. Permission to obtain quotes for debris cleanup along embankments of Whitewood Creek due to Disaster #4467.
- H. Permission to hire Erica Merchant to reproduce the ghost mural of the "Grain Belt Beer" sign for a cost not to exceed \$7,934.58 to be paid through HP Revolving Loan Fund.
- I. Approve agreement between the Deadwood Historic Preservation Office and the Hot Springs Public Library for the use of the Wild Bill Hickok Traveling Exhibit from June 1, 2020 to September 1, 2020.
- J. Permission for Mayor to sign parking lease agreement with Latchstrings Getaway, LLC for 3 parking spaces on Deadwood Street.
- K. Permission to hire three part-time Rec Center employees effective June 10, 2020 pending pre-employment screening. Patrick Humphrey as front desk receptionist at \$12.50 per hour, and Mollie Zvorak and Tyler Huber as lifeguards at \$12.50 per hour.

- L. Acknowledge monthly HP bond payments for Jan, Feb, March, April, May and June paid to US Bank in that amount of \$82,055.29 for 2019 Series COP. (Outlaw Square)

**7. BID ITEMS** (Continued from 5/18/2020)

- A. Award Retaining Wall contract to CAI Construction to reconstruct the retaining wall at 56 Taylor Avenue for the base bid in the amount of \$225,000.00 and Alternate #2 for \$14,500 and to allow Mayor to sign the contract with CAI Construction. (To be paid out of the HP Capital Assets line item.)
- B. Award Retaining Wall contract to Eagle Construction to reconstruct the retaining wall at 11 Van Buren Avenue (on Lincoln Avenue) in the amount of \$141,400.00 and to allow Mayor to sign the contract with Eagle Construction. (To be paid out of the HP Capital Assets line item.)

**8. PUBLIC HEARINGS**

- A. Permission to waive 45-day requirement and set public hearing on June 15 for Keehn Moore Wedding at Outlaw Square: open container in zone 3 excluding Deadwood Street on June 26 from 2:00 p.m. to 7:00 p.m.
- B. Set public hearing on June 15 for July 4<sup>th</sup> concert at Outlaw Square: street closure from 3:00 p.m. to 9:00 p.m.
- C. Set public hearing on June 15 for July 4<sup>th</sup> Parade: street closure from 3:00 p.m. till parade ends
- D. Set public hearing on June 15 for Kool Deadwood Nites: street closure August 26 through August 30, open container in Zones 1 and 2 on August 27 through August 30, waiver of banner and vending fees for the following non-profits: Deadwood Chamber and American Legion August 27 through August 30, waiver of vending fee for Napa at Lower Main St. August 27 through August 30, use of Interpretive Lot on August 27 through August 30, use of Lower Main Lot August 27 through August 29, use of Event Complex August 28 through August 30.

**9. OLD BUSINESS**

**10. NEW BUSINESS**

- A. Request to waive 45-day requirement and allow use of public property and waiver of parking lot fees for Lead-Deadwood Girls Softball Tournament June 19 through June 21, 2020
- B. Permission to purchase a Snow Box (for dump truck) from Fair Manufacturing, Inc in the amount of \$12,213.00. (To be paid from Streets Equipment.)
- C. Permission to engage Tallgrass Landscape Architecture, LLC to provide a multi-year, phased design approach with each phase concentrating on specific types of specialties for Mt. Moriah Cemetery in the amount of \$26,725.00 to be paid from Historic Cemeteries Enterprise Funds.
- D. Accept Change Order #1 from RCS Construction for the retaining wall project at 562 Williams Street in the amount of amount of \$4,855.00 for work raising the grade of the retaining wall and \$1,530.00 for addition of gutter pan, to be paid by the owners, bringing the total contract to \$99,985.00.
- E. Permission to accept Pay App #1 to R.C.S. Construction for emergency work done on City property and adjacent property due to movement of

both the hillside and retaining wall behind the residence at 30 Adams Street in the amount of \$46,890.39.

- F. Permission for Mayor to sign contract with Albertson Engineering 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.
- G. Appoint Leo Diede, Trevor Santochi and Jill Weber to Historical Preservation Commission with terms expiring May 31, 2023.

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

*No action can be taken*

- A. Certificate of Recognition from Lead-Deadwood High School Student Internship Program.

#### **12. 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

#### **13. ADJOURNMENT**

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

<https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSig2YjVTNUtZQT09>

Meeting ID: 605 578 2082

Password: 1876

One tap mobile

669-900-9128

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, MAY 18, 2020

The Regular Session of the Deadwood City Commission convened on Monday, May 18, 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, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, and Charlie Struble, and Gary Todd. All motions passed unanimously unless otherwise stated.

### APPROVAL OF MINUTES

Struble moved, Martinisko seconded to approve the minutes of May 4, 2020. Roll Call: Aye-All. Motion carried.

### APPROVAL OF DISBURSEMENTS

Todd moved, Johnson seconded to approve the May 18, 2020 disbursements. Roll Call: Aye-All. Motion carried.

A-1 CONSTRUCTION	PROJECT	49,604.01
ACE HARDWARE	SUPPLIES	75.93
ADAMS SALVAGE	TIRE	3.00
ALBERTSON ENGINEERING	PROJECT	8,067.84
ANCESTOR CONCRETE	PROJECT	10,000.00
ATCO INTERNATIONAL	SUPPLIES	1,116.30
BALCO UNIFORM	UNIFORMS	523.75
BDAID	SIGNAGE	8,249.28
BH ASPHALT	SUPPLIES	5,739.81
BH CHEMICAL	SUPPLIES	4,106.19
BH ENERGY	SERVICE	25,783.09
BH HYDROSEEDING	HYDROSEEDING	2,500.00
BH PIONEER	RENEWAL	21,432.25
BH WINDOW CLEANING	CLEANING	1,359.00
BUTTE COUNTY EQUIPMENT	SUPPLIES	314.26
CENTURY BUSINESS PRODUCTS,	CONTRACT	181.80
CHAINSAW CENTER	SUPPLIES	74.86
CULLIGAN	SUPPLIES	115.00
DAKOTA ELECTRIC	PROJECT	1,565.52
DAKOTA TITLE	SERVICE	240.00
DALES TIRE	SUPPLIES	480.04
DEADWOOD ALIVE	MAY	20,000.00
DEADWOOD CHAMBER	BILL LIST	13,081.27
DVFD	REIMBURSEMENT	486.02
DEADWOOD HISTORY	ALLOCATION	110,423.00
DONARSKI LAWN CARE	PROJECT	5,863.37
FERBER ENGINEERING	SERVICE	840.00
FIB CREDIT CARDS	SUPPLIES	3,600.43
GALLS	UNIFORMS	202.98
GENPRO ENERGY SOLUTIONS	SUPPLIES	162.43
GOLDEN WEST	SERVICE	448.80
GTI COMPANIES	PROJECT	12,426.41
GUNDERSON, PALMER, NELSON	SERVICE	7,613.55
INTERSTATE ENGINEERING	PROJECT	1,614.50
JACOBS WELDING	SERVICE	2,879.51
KNECHT	SUPPLIES	8,299.66
KONE	MAINTENANCE	486.80
LAWRENCE CO. REGISTER	SERVICE	60.00
LOUDEN, BRYAN	PROJECT	536.08
LOWE ROOFING	PROJECT	7,485.00
LYNN'S	SUPPLIES	51.47
M&M SANITATION	RENTAL	120.00
MENARD'S	SUPPLIES	1,251.67
MODA STONE	SUPPLIES	3,543.75
MONTANA HISTORICAL SOCIETY	RENEWAL	55.00
MORSE, MARCIA E.	EXPENSE	252.42
MOSHER, ANDREW	REIMBURSEMENT	34.00
MOTION FITNESS	EXERBIKE SYSTEMS	23,785.00
MS MAIL	SUPPLIES	950.65
NCL GOVERNMENT CAPITAL	SERVICE	32,207.32
NETWORK SERVICES	SUPPLIES	19.95
NICKLES, KACIE	PROJECT	4,403.10
NORTHERN HILLS TECHNOLOGY	SERVICE	71.50
PETE LIEN & SONS	SUPPLIES	150.50
PREMIER POLICE TRAINING	SUPPLIES	168.00
PRESSURE SERVICES	SUPPLIES	132.41
QUILL	SUPPLIES	1,388.21
REGIONAL HEALTH	TESTING	244.00
RITZ, JODY	PROJECT	622.69
ROBITAILLE, PAUL	REIMBURSEMENT	202.19
RUNGE, MIKE	REIMBURSEMENT	153.19
SAFEANDVAULTSTORE.COM	SUPPLIES	1,023.00
SALSBURY INDUSTRIES	SUPPLIES	21.15
SANDER SANITATION	SERVICE	11,220.03
SCOTT PETERSON MOTORS	SERVICE	300.00
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF REVENUE	LICENSES	6,900.00
SD DEPT. OF REVENUE	TAXES	972.32
SD ONE CALL	SERVICE	38.08
SD STATE HISTORICAL SOCIETY	MEMBERSHIP	50.00
STRETCH'S	SERVICE	319.99
STURDEVANT'S	SUPPLIES	1,717.98
TALLGRASS LANDSCAPE	PROJECT	1,100.00



## REGULAR MEETING, MAY 18, 2020

THE LORD'S CUPBOARD	RECYCLING	30.14
TOMS, DON	PROJECT	600.00
TREE WISE MEN	PROJECT	16,450.00
TWIN CITY HARDWARE	GRANT	839.60
UMENTHUM, KEITH	PROJECT	595.00
USA BLUEBOOK	SUPPLIES	38.83
VANWAY TROPHY	PLAQUES	229.00
VIGILANT BUSINESS SOLUTION	SCREENING	788.00
WEBER, JILL	REIMBURSEMENT	34.00
WEBER, TODD	REIMBURSEMENT	181.66
WINTER CONSTRUCTION	PROJECT	5,770.00
ZEP SALES	SUPPLIES	164.25

Total \$487,061.34

### CONSENT

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

- A. Permission for Mayor to sign Memorandum of Understanding for mutual and automatic aid between the Lawrence County Fire Entities.
- B. Renew 2020-2021 Malt Beverage Licenses, pending payment of property tax and BID taxes.

### 2020-2021 RETAIL (ON-OFF SALE) MALT BEVERAGE

Vaughn Mary Boyd, Deadwood Tobacco Co. & Cigar Bar, 628 Main St., RB-2108  
Gold Dust Lodging Group, LLC, Holiday inn Express Hotel & Suites 22 Lee St., RB-2391  
Mustang Sally's Inc., Mustang Sally's, 634 Main St., RB-2405  
Aces Full Inc. Mr. Wu's, 560 Main St., RB-2416  
Black Diamond Capital LLC, Gold Dust, 688 Main St., RB-2418,  
Bullock Hospitality LLC, Bullock Hotel, 633 Main St., RB-2445  
Mary Larson, Deadwood Dicks Restaurant, 51 Sherman St., RB-2449  
Willy's Wild West, Deadwood Station, 68 Main St., RB-2453  
Old Style Saloon #10, Inc., Saloon #10, 657 Main St., RB-2466  
Super G Investment Corporation, Silverado, 709 Main St., RB-2512  
WWW LLC, Gold Country Inn, 801 Main St., RB-2521  
TJ Gear, Madame Peacock's Accessory Lounge, 638 Main St., RB-2527  
Midwest Motels of Deadwood II, Buffalo Bodega, 658 Main St., RB-2576  
First Gold, Inc., First Gold Hotel, 270 Main St., RB-2584  
GR Deadwood LLC, Mineral Palace Hotel & Gaming, 607 Main St., RB-2593  
Fairmont Hotel Corporation, Fairmont Hotel, 628 Main St., RB-2597  
Deadwood Hospitality Resort LLC, Deadwood Gulch Resort, 304 Cliff St., RB-2609  
Hotel Franklin Inc., Historic Franklin Hotel, 700 Main St., RB-2659  
Blue Sky Gaming, Inc., Tin Lizzie Gaming Resort, 555 Main St., RB-2831  
Cliff Street LLC, Comfort Inn Deadwood, 225 Cliff St., RB-3536,  
B.Y. Development, Inc., Cadillac Jack's Gaming Resort, 360 Main St., RB-3894  
Deadwood Resort, LLC, The Lodge at Deadwood, 100 Pine Crest Lane, RB-19227  
Dakota Gunslingers LLC, Dakota Gunslingers, 669 Main St., RB-21255  
ZCN, LLC Deadwood Mountain Grand, 1906 Deadwood Mountain Drive, RB-21329  
H&H Deadwood LLC, His and Hers Ale House and Wine Bar, 696 Main St, RB-21478  
NMD Venture LLC, Hickok's Hotel & Casino, 685 Main St, RB-21688  
Apex 1996 LLC, Apex 1996 LLC, 612 Main St, RB-21693  
Pandora's Box, Pam's Purple Door, 637 Main St, RB-21725  
Jackson Winery & Vineyards, Belle Joli Winery, 594 Main St, RB-21771  
Richard & Marguerite Olesen, Wild Bill Old West Trading Post, 624 Main St, RB-21772  
Winery Hill City, LLC, Naked Winery Deadwood, 692 Main St., RB-24024  
Big D Oil Co., Big D Oil #11, 402 Main St., RB-25530  
Optima LLC, SpringHill Suites by Marriot, 360 Main St., RB-25531  
Chip Shot Golf LLC, Chip Shot Golf, 306 Cliff St., RB-25532  
Deadwood Land Holdings, LLC, Tatanka: Story of the Bison, 100 Tatanka Drive, RB-25533  
Virginia A Tice-Poseley, Dakota Sky Stone, 671 Main St., RB-25535  
Boondocks LLC, Happy Days, 639 Main St., RB-25536  
The Gallows Tavern LLC, The Gallows Tavern, 8 Lee St., RB-25693  
TSG, LLC, Pump House Mind Blown Studio, 73 Sherman St., RB-25694  
Chocolates LLC, Chubby Chipmunk Hand Dipped Chocolates, 420 Cliff St., RB-25696  
Broken Arrow Trading Company, Broken Arrow Trading, 604/606 Main St., RB-25908  
Scott & Sharon Jacobs, Jacobs Gallery, 670 Main St., RB-25948  
Family Dollar Stores of SD, Family Dollar, 124 Sherman St., RB-26389  
Gold Run LLC, Super 8, 196 Cliff St., RB-26486  
Adventure Pizza Works, Burnouts Pizza, 65 Sherman St, RB-26524  
Celebrity Hotels, Celebrity Hotel, 629 Main St., RB-26808

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- C. Allow use of use of public property at Event Complex on Monday, August 31 through Monday, September 7, alcohol license for Cadillac Jacks to serve liquor, open container at Event Complex from 4:00 p.m. to 10:00 p.m. for Deadwoods All In Freestyle Motocross Event on Saturday, September 5. (Previously approved for June 6, 2020)
- D. Remove Seasonal Ordinance Officer Teresa Tomford from payroll effective May 18, 2020.
- E. Permission for Mayor to sign contract with Black Hills Special Service for cleaning trolley and city vehicles
- F. Permission for Mayor to sign contract with Lind-Exco for Stage Run Apartment Project-Infrastructure TIF 12 in the amount of \$222,060.44
- G. Permission to hire Sunset Regall to reproduce ghost mural "J. Hattenbach The Grocer" not to exceed \$5,350.00 at 79 Sherman Street.
- H. Permission to expend up to \$11,052.00 for equipping new police vehicle. (Budgeted in Police Equipment.)
- I. Permission to hire Mathew Johnson, Kadden Dillman and Gage Mau for Public Works Seasonal positions at \$12.50 per hour effective 5/20/2020, pending pre-employment screening.
- J. Permission for Mayor to sign amended loan agreement with North Dakota Historical Society – Chateau de Mores State Historic Site for traveling baseball exhibit from May 18 through September 11, 2020.
- K. Make 2020 budgeted allocation to Northern Hills Alliance for Children in the Amount of \$3,500.00 from Bed and Booze Fund.
- L. Extend 47 hours of vacation time for Kevin Kuchenbecker until July 15, 2020.
- M. Permission for Chief Rakow to sign Volunteer Assistance Grant Award.

## BID ITEMS

### 11 Lincoln

Mayor Ruth Jr. stated bids were opened for 11 Lincoln Retaining Wall at 2:00 p.m. as advertised. Historic Preservation Officer Kuchenbecker stated 3 bids were received and requested Commission continue for review. Martinisko moved, Johnson seconded to continue until June 1. Roll Call: Aye-All. Motion carried.

CAI Construction - \$225,000.00, Alternate #1 - \$10,000.00, Alternate #2 - \$14,500.00  
Donarski Lawncare & Landscaping - \$377,688.54, \$10,000.00, Alternate #2 - \$6,000.00  
RCS Construction - \$387,000.00, Alternate #1 - \$0.00, Alternate #2 - \$8,000.00

### 56 Taylor

Mayor Ruth Jr. stated bids were opened for 56 Taylor Retaining Wall at 2:00 p.m. as advertised. Historic Preservation Officer Kuchenbecker stated 3 bids were received and requested Commission continue for review. Martinisko moved, Johnson seconded to continue until June 1. Roll Call: Aye-All. Motion carried.

CAI Construction - \$265,000.00  
Eagle Construction - \$141,400.00  
RCS Construction - \$178,000.00

## PUBLIC HEARINGS

Public hearing was opened at 5:07 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Todd moved, Struble seconded to approve Retail (on-off sale) Malt Beverage, and Retail (on-off sale) Wine Licenses for Midnight Star at 677 Main Street. Roll Call: Aye-All. Motion carried.

## NEW BUSINESS

### Appoint

Martinisko moved, Struble seconded to reappoint Mike Albertson, Jenn Johnson and appoint Vaughn Smith to Board of Appeals with terms to expire May 31, 2023. Roll Call: Aye-All. Motion carried.

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### Easements

Planning and Zoning Administrator Russell spoke about the easements in regards to Emergency construction work at 30 Adams Street. Kuchenbecker gave an update on the construction. Martinisko moved, Johnson seconded to allow Mayor to sign temporary construction easements with the following addresses: 38 & 40 Jefferson Street, 26, 29 & 30 Adams Street. Roll Call: Aye-All. Motion carried.

### Recommendation

Police Chief Mertens spoke about the agreement. Martinisko moved, Todd seconded to approve recommendation from Parking & Transportation to reduce Hickok's payment for 12 parking spaces in Broadway Ramp from \$1278.00 to \$639.99 for the month of May due to COVID-19. Martinisko moved, Todd seconded to amend motion for month of April instead of May. Roll Call: Aye-All. Motion carried.

### Purchase

Kuchenbecker spoke about the purchase. He stated the city in partnership with the City of Lead, Northern Hills Recreation Association, and the Main Street Initiative has been working on the creation of an urban trail system and Deadwood Trail System will consist of nine trails. Discussion was held concerning trails and cost of signage. Johnson moved, Martinisko seconded to purchase 75 posts from Wheeler Lumber in the amount not to exceed \$8,400.00 for trail system. (Budgeted in HP Capital Assets) Roll Call: Aye-All. Motion carried.

## INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mayor Ruth Jr. directed the Commission to the email they received from Jesse Peck and Sarah Bailey. Jesse Peck, casino employee, spoke to the Commission concerning the opening of Deadwood and would like to see three things happen, which are: Commission to recognize the COVID -19 pandemic has been difficult for workers; Commission to promise they will do everything within their powers to elevate these difficulties; and as solutions present themselves, clearly communicate the course of action adopting and the reasoning behind the course. Peck stated several casino workers feel they cannot voice the opinions for fear of retaliation from supervisors or termination. Mayor Ruth Jr. thanked Peck for the questions. He has forward email to the City Attorney due to the majority of the questions are issues that the city would not necessarily address, but would encourage you to speak to labor department in regards to employee protection, Department of Health, or the Governor. He stated there are three questions the city would have direct response to, which are:

If businesses are not following the guidelines city set forth. He stated the city has a nuisance ordinance which is enforced. Anyone is welcome to call and voice concerns. Police has ability to issue citations, and ability to correct onsite.

Is anything being done to provide social distancing for families, for example Deadwood Alive. He stated Deadwood Alive will hold shoot-outs at Outlaw Square where social distancing can be maintained.

What are the plans in regards to Sturgis Rally. He stated city will visit and put forth a plan but not until Sturgis makes their decision.

Mayor Ruth Jr. stated he takes this seriously because the front line employees are the heartbeat of Deadwood, and as a front line employee, he knows a vast majority of employees and so it becomes personal for him as well. Commission Martinisko thanked Peck for attending. She stated every employee should have the right to go to their employer, and hopes employees understand some of the situations the employers are going through. Peck stated we are looking for leadership from the City. Attorney Riggins stated Governor Noem's executive order states we shall follow her plan. He stated there is significant concerns on what city is limited to and the more city varies from Governor's plan the more concerns from a liability standpoint of possibly being sued by business owner. Peck stated he understands about liability but is there any indication what the city might be on the hook for making those changes. Riggins said the Governor stated "you shall follow these guidelines" and those guidelines say that businesses have the responsibility to use their innovation and creativity for safety measures. Peck asked what ability city has to push back on the guidelines and what financial ramifications of that might be. Riggins stated the ability to push back is limited to conversations that need to be had with the Governor. Governor has had meetings with Mayors and municipalities to try to give them an opportunity to provide her with input and she has taken the input and told us that this is the plan that we shall follow. Commission Todd stated the city is concerned for residents and front line workers and are doing everything we can do. Edward Hacker, casino employee, stated the email is a collection of questions and concerns employees have around town, who have

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talked to their employer but nothing has been addressed, and is looking for a direction to go. Riggins stated he has spoken with concerned citizens and welcomed anyone to call him with questions. Commissioner Todd believes communication is needed between Deadwood Gaming Association as well. Mayor Ruth Jr said the Commissions parameters and abilities only go so far. Suggestions, recommendations, but mandating gets tricky and that is where city attorney gets concerned, then tax payers should be worried where tax dollars are going in terms of litigation and things of that nature. Ruth stated Commission is on your side, we understand the importance of visitor industry, we understand the importance of employees and are doing as much as we can and encourage the proper measures that need to be taken. Commissioner Johnson appreciates the email received and has visited some locations and appreciates all that has been done. Commissioner Struble thanked Peck and Hacker for attending and believes we need to keep a line of communication. Mayor Ruth Jr. thanked them for attending.

On behalf of the Commission, Mayor Ruth Jr. extended condolences to the family of Historic Preservation Commissioner Willie Steinlicht.

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, June 1, 2020.

After coming out of executive session at 6:36 p.m.

Martinisko moved, Johnson seconded to acknowledge updates on the opening of City buildings/facilities: Roll call: Aye-All.

- Mt Moriah – Open to the public as of May 18<sup>th</sup>
- Library – Offering curb-side services as of May 18<sup>th</sup>
- City Public Restrooms – Staggered openings starting May 18<sup>th</sup> and all open by May 22<sup>nd</sup>
- Welcome Center – Open to public with limited access as of May 22<sup>nd</sup>
- History and Information Center - Open to public with limited access as of May 22<sup>nd</sup>
- City Hall – Open to the public as of May 26<sup>th</sup>
- Recreation Center – Anticipated open date of June 15<sup>th</sup> (with restrictions)

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: 05044 COMBINED - 6/2/20

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-052620	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	33.60
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 33.60
01-0361	SD PUBLIC ASSURANCE ALL					
		I-27098	101-4111-421	INSURANCE ADD 'COVERAGE -'21 DUMP TRK	000000	427.80
01-3060	QUIK SIGNS					
		I-30050	101-4111-422-02	SAFETY - COVI (4) TOP LAMINATE COROPLAST/SAF	000000	278.07
				DEPARTMENT 111	COMMISSION	TOTAL: 705.87
01-0433	WELLMARK BLUE CROSS BLU					
		I-06/01/2020	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,233.29
01-0607	GOVERNMENT FINANCE OFFI					
		I-0223001	101-4142-422	PROFESSIONAL MEMBERSHIP - 6/1/20 - 5/31/21	000000	160.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN728879	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	99.00
01-3877	MUTUAL OF OMAHA					
		I-001089666703	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.46
				DEPARTMENT 142	FINANCE	TOTAL: 3,508.75
01-0433	WELLMARK BLUE CROSS BLU					
		I-06/01/2020	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,926.82
01-0479	EPCO ENVIRONMENTAL PROD					
		I-66799	101-4192-426	SUPPLIES (4) 6 POCKET AIR FILTERS/PB	000000	146.48
01-0545	LYNN'S DAKOTA MART					
		I-003001181256	101-4192-426	SUPPLIES COFFEE & FILTERS - PUB BLDGS	000000	33.98
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 05/21/20	101-4192-428-04	UTILITIES - C CITY HALL	000000	199.88
		I-NAT GAS 05/21/20	101-4192-428-14	UTILITIES - S CITY SHOP	000000	170.36
		I-NAT GAS 05/21/20	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	133.80
		I-NAT GAS 05/21/20	101-4192-428-07	UTILITIES - F FIRE HALL	000000	158.89
		I-NAT GAS 05/21/20	101-4192-428-13	UTILITIES - R REC CENTER	000000	1,516.02
		I-NAT GAS 05/21/20	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	177.90
		I-NAT GAS 05/21/20	101-4192-428	UTILITIES GAYVILLE WATER HOUSE	000000	21.14
		I-NAT GAS 05/21/20	101-4192-428-09	UTILITIES - H HARCC	000000	136.00
		I-NAT GAS 05/21/20	101-4192-428-19	UTILITIES - G GATEWAY PLUMA	000000	31.39

PACKET: 05044 COMBINED - 6/2/20

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
01-0553	MONTANA DAKOTA UTILITIE	continued				
		I-NAT GAS 05/21/20	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	98.65
		I-NAT GAS 05/21/20	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	72.42
		I-NAT GAS 05/21/20	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	75.30
		I-NAT GAS 05/21/20	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	291.03
		I-NAT GAS 05/21/20	101-4192-428-17	UTILITIES - D PERMANENT METER LOCATION	000000	253.35
		I-NAT GAS 05/21/20	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	99.32
		I-NAT GAS 05/21/20	101-4192-428-10	UTILITIES - L LIBRARY	000000	0.00
		I-NATGAS 5/21/20 LIB	101-4192-428-10	UTILITIES - L NATURAL GAS 4/23-05/20/20/LIBR	000000	154.82
01-0578	TWIN CITY HARDWARE & LU					
		I-005-071573	101-4192-425-04	REPAIRS - CIT CUTOFF WHEEL-FASTENERS/CITY HA	000000	16.01
		I-2004-069590	101-4192-425-13	REPAIRS - REC CLEAR BASE PAINT/REC CENTER	000000	39.99
		I-2004-069629	101-4192-425-13	REPAIRS - REC TAPE-CORD-BRUSH-RIVET-TAP/REC	000000	107.40
		I-2004-069762	101-4192-425-13	REPAIRS - REC FURNACE FILTER/REC CENTER	000000	3.79
		I-2004-069807	101-4192-425-04	REPAIRS - CIT BRUSH-ENAMEL-WALL BASE/CITY	000000	8.48
		I-2004-069835	101-4192-425-13	REPAIRS - REC PAIL-LINER-BATTERY-FAN-CUP/REC	000000	295.99
		I-2004-069868	101-4192-425-13	REPAIRS - REC CLEAR BASE PAINT/REC CENTER	000000	41.99
		I-2004-069994	101-4192-425-13	REPAIRS - REC TILE SEALER-SPONGE-TROWEL/REC	000000	41.45
		I-2004-070033	101-4192-425-13	REPAIRS - REC (2) BLU-TIPGROUT BAG/REC CENTE	000000	14.98
		I-2004-070297	101-4192-425-04	REPAIRS - CIT OUTLET CORD-LIGHTED CORD/CITY	000000	37.98
		I-2005-070173	101-4192-425-04	REPAIRS - CIT WIRELESS MOUSE-KEYBOARD/CITY	000000	46.98
		I-2005-070516	101-4192-425-04	REPAIRS - CIT DRYWALL SAW-WIRE-PAINT/CITY	000000	175.16
		I-2005-070559	101-4192-426	SUPPLIES MAGNUM COVERED PADLOCK/PB	000000	16.99
		I-2005-071077	101-4192-425-04	REPAIRS - CIT BLADE-GRINDING WHEEL-TAPE/CITY	000000	65.46
		I-2005-071116	101-4192-425-04	REPAIRS - CIT (2) MASONRY GRIND-WHEEL/CITY	000000	15.96
		I-2005-071165	101-4192-425-04	REPAIRS - CIT TAPPER-PNEUMATIC WHEEL/CITY	000000	65.97
		I-2005-071231	101-4192-425-13	REPAIRS - REC MASKING TAPE-PAINT BRUSH/STR	000000	32.94
		I-2005-071284	101-4192-425-08	REPAIRS - HIS CONST ADHESIVE-FASTENERS/HIST	000000	11.90
		I-2005-071360	101-4192-425-13	REPAIRS - REC GOO GONE-REMOVER-DRILL BIT/REC	000000	27.96
		I-2005-071400	101-4192-425-08	REPAIRS - HIS FOAM BRUSH-WOOD STAIN/HISTORY	000000	18.97
		I-2005-071517	101-4192-425-13	REPAIRS - REC FAN-WASTEBASKET-WHEEL/REC	000000	42.99
		I-2005-071524	101-4192-425-13	REPAIRS - REC ROLLER COVER-C;EANER-BRUSH/REC	000000	119.89
		I-2005-071527	101-4192-425-04	REPAIRS - CIT FIREBREAK SEALANT/CITY HALL	000000	17.98
		I-2005-071744	101-4192-425-08	REPAIRS - HIS BLACK TAPE/HISTORY	000000	4.49
		I-2005-071874	101-4192-426-04	SUPPLIES - CI OFFICE SUPPLIES-DOOR STOP/CITY	000000	167.98
		I-2005-071898	101-4192-425-08	REPAIRS - HIS WOOD STAIN-SHOP TOWEL/HISTORY	000000	47.44
		I-2005-072137	101-4192-425-08	REPAIRS - HIS BLADE-DUCT TAPE-KEY RING/HISTO	000000	36.27
		I-2005-072201	101-4192-425-04	REPAIRS - CIT KEY RING-BALLCOCK-BINDER/CITY	000000	30.47
		I-2005-072236	101-4192-425-08	REPAIRS - HIS (2) PRJT CONST ADHESIVE/HISTOR	000000	3.98
		I-2005-072507	101-4192-425-13	REPAIRS - REC HOSE REPAIR-BRAINDED TUBE/REC	000000	7.44
		I-2005-072520	101-4192-425-13	REPAIRS - REC CLEAR-PASTEL PAINT/REC CENTER	000000	225.95
		I-2005-072574	101-4192-425-23	REPAIRS - WAT BRUSH-FRAME-TAPE-ENAMEL/PRV	000000	75.44
		I-2005-072618	101-4192-425-04	REPAIRS - CIT (2) BLUE STORAGE TOTES/CITY	000000	29.98
		I-2005-072699	101-4192-425-23	REPAIRS - WAT BATTERY-FAN UPGRADE KIT/PRV	000000	64.97
		I-2005-072716	101-4192-426-13	SUPPLIES - RE COVER-BRUSH-TAPE-SOAPREC	000000	107.82
		I-2005-072813	101-4192-425-13	REPAIRS - REC FLAT BLACK ENAMEL/REC CENTER	000000	14.99
		I-2005-072947	101-4192-425-06	REPAIRS - DAY SANDING DISC/GRANDSTAND	000000	3.49
		I-2005-072974	101-4192-425-04	REPAIRS - CIT (2) BRAIDED ROPE/CITY HALL	000000	11.98

PACKET: 05044 COMBINED - 6/2/20

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-2005-073250	101-4192-425-13	REPAIRS - REC PREMIX-ADHESIVE-GROUT/REC CENT	000000	114.96
		I-2005-073268	101-4192-425-13	REPAIRS - REC NUT-BLADE-BIT-BOLT-LINER/REC	000000	92.95
		I-2005-073297	101-4192-426	SUPPLIES VACUUM BAGS/PUB BLDGS	000000	28.99
		I-2005-073318	101-4192-425-04	REPAIRS - CIT RECYCLING BOX-PAINT/CITY HALL	000000	85.97
		I-2005-073560	101-4192-425-10	REPAIRS - LIB DULUXT/E IN 42W COMP FLOUR/LIB	000000	17.97
		I-2005-073600	101-4192-425-09	REPAIRS - HAR COUPLING-ADAPT-CLAMP-VALVA/HAR	000000	53.45
		I-2005-073603	101-4192-425-08	REPAIRS - HIS DOOR MAT-SHOWER CURTAIN/HIST	000000	49.98
		I-2005-073832	101-4192-425-06	REPAIRS - DAY 2X4X8 #2 SELECT STRUCTURE/GRAN	000000	10.47
		I-2005-073880	101-4192-425-17	REPAIRS-DAYS TITANIUM-POWER BIT-FASTEN/DAYS	000000	25.41
		I-2005-073954	101-4192-425-03	REPAIRS - BAL CONNECT-BLANK CVR-BAG/BALLPARK	000000	34.46
		I-2005-074201	101-4192-425-13	REPAIRS - REC DRILL AND DRIVE SET/REC CENTER	000000	26.99
		I-2005-074383	101-4192-425-22	REPAIRS - MT. INSULATION-BOX RATCHETT/MM	000000	50.47
		I-2005-074402	101-4192-426	SUPPLIES LITHIUM-ALKALINE BATTERY/PB	000000	39.96
		I-2005-074447	101-4192-425-04	REPAIRS - CIT HINGE-BRUSH-LOCK-BOARD/CITY	000000	71.50
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-59063	101-4192-425	REPAIRS FLAT REPAIR LIGHT TRUCK/PB	000000	21.00
01-0682	PITNEY BOWES INC					
		I-052820	101-4192-426	SUPPLIES REFILL POSTAGE MACHINE	000000	500.00
01-0720	ALBRIGHT CONSTRUCTION I					
		I-000013	101-4192-425-03	REPAIRS - BAL REPLACE SHELTER ROOFS/BALLPARK	000000	8,074.08
		I-000014	101-4192-425-09	REPAIRS - HAR REPL STEEL ROOFING/HARCC	000000	18,032.11
01-0784	WESTERN STATES FIRE PRO					
		I-WSF282557	101-4192-422-06	PROFESSIONAL- SPRINKLER INSP/EVENT COMPLEX	000000	320.00
		I-WSF282558	101-4192-422-02	PROFESSIONAL SPRINKLER INSPECT/ADAMS MUS	000000	325.00
01-1266	WELLS PLUMBING & FARM S					
		I-1-1049149	101-4192-425-13	REPAIRS - REC M267-G ZOELLER 1/2 HP/REC CENT	000000	406.41
01-1406	STRETCH'S GLASS & CUSTO					
		I-I028054	101-4192-425-06	REPAIRS - DAY REPAIR WND-INSTALL/GRANDSTANDS	000000	230.85
01-1483	KNECHT HOME CENTER					
		I-4712371	101-4192-425-04	REPAIRS - CIT STAIN GRAY-1X4 CEDAR/CITY HALL	000000	36.51
		I-4745344	101-4192-425-13	REPAIRS - REC HANGER MIR-NUTS-SCREWS-BOLTS/R	000000	79.96
01-1626	SERVALL UNIFORM AND LIN					
		I-SERVALL 04/22/20	101-4192-426-04	SUPPLIES - CI CITY HALL -	000000	0.00
		I-SERVALL 04/22/20	101-4192-426-07	SUPPLIES - FI FIRE HALL /	000000	0.00
		I-SERVALL 04/22/20	101-4192-426-08	SUPPLIES - HI HISTORY / 0333245	000000	83.02
		I-SERVALL 04/22/20	101-4192-426-10	SUPPLIES - LI LIBRARY / 0333249	000000	25.23
		I-SERVALL 04/22/20	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0333247	000000	41.23
		I-SERVALL 04/22/20	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0333244	000000	144.19
		I-SERVALL 05/15/20	101-4192-426-04	SUPPLIES - CI CITY HALL - 0341074	000000	193.21
		I-SERVALL 05/15/20	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0341079	000000	63.12

PACKET: 05044 COMBINED - 6/2/20

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
01-1626	SERVALL UNIFORM AND LIN	continued				
	I-SERVALL	05/15/20	101-4192-426-08	SUPPLIES - HI HISTORY / 0341076	000000	83.02
	I-SERVALL	05/15/20	101-4192-426-10	SUPPLIES - LI LIBRARY / 0341078	000000	33.30
	I-SERVALL	05/15/20	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0341070	000000	40.79
	I-SERVALL	05/15/20	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0341073	000000	144.19
01-3032	OTIS ELEVATOR COMPANY					
	I-CLH05044620		101-4192-422-02	PROFESSIONAL ELEVATOR MAINT 6/1-8/31/20/AD	000000	748.86
01-3060	QUIK SIGNS					
	I-29992		101-4192-425-02	REPAIRS - ADA (6) 4X8 FT NUDO/ADAMS MUSEUM	000000	700.02
01-3094	BOMGAARS					
	I-05/16/20 STMT		101-4192-434	MACHINERY/EQU HORSESHOES-SAW-BIT-KIT/ST,PB	000000	736.21
01-3342	RASMUSSEN MECHANICAL SE					
	I-JC9943		101-4192-425-07	REPAIRS - FIR REPL ROOF TOP UNIT/FIRE DEPT	000000	13,736.00
	I-SRV073290		101-4192-425-04	REPAIRS - CIT REPAIRS TO ROOF UNIT/CITY HALL	000000	1,358.65
01-3421	S AND C CLEANERS					
	I-05/19/20 INV #101		101-4192-422-04	PROFESSIONAL CLEANING POLICE DEPT/PB	000000	2,533.00
	I-05/19/20 INV 101		101-4192-422-04	PROFESSIONAL CLEAN CITY HALL	000000	60.00
	I-05/19/20 INV 101		101-4192-422-24	PROFESSIONAL CLEAN OUTLAW SQUARE	000000	180.00
	I-05/19/20 INV 136		101-4192-422-21	PROFESSIONAL CLEANING WELCOME CENTER/PB	000000	1,740.00
	I-05/19/20 INV 147		101-4192-422-10	PROFESSIONAL CLEANING LIBRARY	000000	600.00
	I-05/19/20 INV 147		101-4192-422-07	PROFESSIONAL CLEANING FIRE DEPT	000000	400.00
	I-05/19/20 INV 238		101-4192-422	PROFESSIONAL BATHROOMS-ELEV 4/30-5/19/20/PB	000000	510.00
01-3744	EB COMMUNICATIONS, LLC					
	I-10586		101-4192-422-04	PROFESSIONAL SWITCH EXT 4010-2204/CITY HALL	000000	75.00
01-3838	VAST BROADBAND					
	I-TELEPHONE 5/16/20		101-4192-428-07	UTILITIES - F FIRE DEPT	000000	290.48
	I-TELEPHONE 5/16/20		101-4192-428-10	UTILITIES - L LIBRARY	000000	254.64
	I-TELEPHONE 5/16/20		101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.33
	I-TELEPHONE 5/16/20		101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	262.22
	I-TELEPHONE 5/16/20		101-4192-428-04	UTILITIES - C CITY HALL	000000	233.86
	I-TELEPHONE 5/16/20		101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
	I-TELEPHONE 5/16/20		101-4192-428-14	UTILITIES - S STREET DEPT	000000	44.23
	I-TELEPHONE 5/16/20		101-4192-428-06	UTILITIES - D DAYS OF 76 GRANDSTANDS	000000	135.09
	I-TELEPHONE 5/16/20		101-4192-428-04	UTILITIES - C CITY HALL	000000	1,347.81
01-3877	MUTUAL OF OMAHA					
	I-001089666703		101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
01-4057	VIEHAUSER ENTERPRISES,					
	I-27796		101-4192-426	SUPPLIES ASSA KEY TWIN 140/PUB BLDGS	000000	14.00
01-4692	INPRO					



PACKET: 05044 COMBINED - 6/2/20  
 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
01-4692	INPRO		continued			
		I-1491841	101-4192-425-13	REPAIRS - REC (3) OCCUPANCY SIGNS/REC CENT	000000	221.42
			DEPARTMENT 192	PUBLIC BUILDINGS	TOTAL:	65,895.35
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-367792	101-4193-422	PROFESSIONAL UPDATE WEBSITE CERTIFICATE	000000	53.13
			DEPARTMENT 193	COMPUTER SERVICE	TOTAL:	53.13
01-0433	WELLMARK BLUE CROSS BLU					
		I-06/01/2020	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	19,678.51
01-0508	GALLS, LLC					
		I-1001751935	101-4210-426	SUPPLIES UNIFORM BOOTS - POLICE	000000	192.17
01-1745	LIGHT AND SIREN					
		I-14806	101-4210-434	MACHINERY/EQU POWER LIGHT BAR/DURANGO-POLICE	000000	4,941.01
01-3877	MUTUAL OF OMAHA					
		I-001089666703	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	79.20
01-4299	BALCO UNIFORM CO, INC					
		I-58093	101-4210-426	SUPPLIES UNIFORM SHIRTS - POLICE	000000	127.00
		I-58121	101-4210-426	SUPPLIES UNIFORM PANTS - POLICE	000000	128.00
01-4693	CURTIS BLUE LINE					
		I-INV390189	101-4210-426	SUPPLIES VEST,POUCHES,NAMES - POLICE	000000	378.00
			DEPARTMENT 210	POLICE	TOTAL:	25,523.89
01-0433	WELLMARK BLUE CROSS BLU					
		I-06/01/2020	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,109.93
01-0442	IAFC					
		I-000063605	101-4221-422	PROFESSIONAL MEMBERSHIP, DUES - FIRE DEPT	000000	215.00
01-0578	TWIN CITY HARDWARE & LU					
		I-2004-069606	101-4221-425	REPAIRS VALVE,TUBING CUTTER - FIRE DPT	000000	34.98
		I-2004-069938	101-4221-425	REPAIRS FASTENERS - FIRE DEPT	000000	4.40
		I-2004-070186	101-4221-425	REPAIRS USB-9 PIN SERIAL - FIRE DEPT	000000	19.99
		I-2004-070201	101-4221-425	REPAIRS PAINT,TRAY KIT,BRUSH SET-FIRE	000000	47.47
		I-2004-070264	101-4221-425	REPAIRS WOOD SCREWS,CORNER IRON- FIRE	000000	41.93
		I-2005-071306	101-4221-425	REPAIRS FASTENERS - FIRE DEPT	000000	1.80
		I-2005-071709	101-4221-426	SUPPLIES COUPLING - FIRE DEPT	000000	0.99
		I-2005-071779	101-4221-426	SUPPLIES TRAYS,HLDR,PIPE,HOSE,CLAMP-F D	000000	33.19

PACKET: 05044 COMBINED - 6/2/20

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				
		I-2005-072303	101-4221-426	SUPPLIES WALL MAILBOX - FIRE DEPT	000000	14.99
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-59180	101-4221-425	REPAIRS REPLACE BELTS-LADDER TRK/FIRE	000000	496.45
01-1171	A & B BUSINESS SOLUTION					
		I-IN728037	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	57.29
01-1587	PRESSURE SERVICES, INC.					
		I-118129	101-4221-426	SUPPLIES WASH N' DRY - FIRE DEPT	000000	59.80
01-1757	HAWKI, KEN					
		I-050720	101-4221-426	SUPPLIES REIMBS.-TIES,MAGN.GLOVES/FIRE	000000	52.11
01-3877	MUTUAL OF OMAHA					
		I-001089666703	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:						2,193.54
01-0433	WELLMARK BLUE CROSS BLU					
		I-06/01/2020	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,027.73
01-1003	VERIZON WIRELESS					
		I-9854345074	101-4232-422	PROFESSIONAL WIRELESS 5/11-6/10/20/BLDG INS	000000	26.97
01-3877	MUTUAL OF OMAHA					
		I-001089666703	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
DEPARTMENT 232 BUILDING INSPECTION TOTAL:						1,059.63
01-0206	SCHMIDT, WILLIAM					
		I-05/27/20	101-4310-425	REPAIRS REMOVE-REPLACE CURB-GUTTER/STR	000000	2,085.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-06/01/2020	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,044.22
01-0514	SIMON MATERIALS COMPANY					
		I-1828313	101-4310-426	SUPPLIES 1" DUST FREE BLACK BASE/STRTS	000000	317.61
01-0578	TWIN CITY HARDWARE & LU					
		I-2004-069592	101-4310-426	SUPPLIES CORN WHISK BROOM/STREETS	000000	6.99
		I-2004-070212	101-4310-426	SUPPLIES (4) FASTENERS/STREETS	000000	7.16
		I-2005-070919	101-4310-426	SUPPLIES PVC CEMENT-COUPPLINGS/STREETS	000000	19.57
		I-2005-070921	101-4310-426	SUPPLIES FEMALE ADAPTER-RAGS/STREETS	000000	8.48
		I-2005-070934	101-4310-426	SUPPLIES PVC COUPLING/STREETS	000000	9.99
		I-2005-071339	101-4310-426	SUPPLIES (10) NON CARTRIDGE FUSES/STRTS	000000	19.90

PACKET: 05044 COMBINED - 6/2/20

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-2005-071671	101-4310-426	SUPPLIES DCKEY KEY DOUBLE CUT/STREETS	000000	2.49
		I-2005-071672	101-4310-426	SUPPLIES NIFTY NABBERS/TREETS	000000	48.98
		I-2005-071746	101-4310-426	SUPPLIES LAG-DECK-SCREWS/STREETS	000000	48.96
		I-2005-074351	101-4310-426	SUPPLIES TARP STRAP-HITCH PULL PIN/STRT	000000	30.95
01-1003	VERIZON WIRELESS					
		I-9854345074	101-4310-422	PROFESSIONAL WIRELESS 5/11-6/10/20/STREETS	000000	26.45
01-1171	A & B BUSINESS SOLUTION					
		I-IN728040	101-4310-426	SUPPLIES CONTRACT BASE RATE/STREETS	000000	71.05
01-1406	STRETCH'S GLASS & CUSTO					
		I-I028101	101-4310-425	REPAIRS RH MIRROR-INSTALLATION/STREETS	000000	1,205.97
		I-I028104	101-4310-425	REPAIRS CAMERA-MONITOR-WINDSHIELD/STRT	000000	1,168.00
01-1424	SOUTHSIDE SERVICE					
		I-052480	101-4310-422	PROFESSIONAL MOUNT & BALANCE FORD FOCUS/ST	000000	68.00
01-3094	BOMGAARS					
		I-05/16/20 STMT	101-4310-426	SUPPLIES HORSESHOES-SAW-BIT-KIT/ST,PB	000000	19.92
		I-05/16/20 STMT	101-4310-426	SUPPLIES HORSESHOES-SAW-BIT-KIT/ST,PB	000000	49.80
01-3156	BRANDON INDUSTRIES INC.					
		I-155819	101-4310-426	SUPPLIES (16) SIGN TRIM VARIOUS SZS/STR	000000	1,768.00
01-3628	BICKLE'S TRUCK & DIESEL					
		I-18661	101-4310-425	REPAIRS NEW AIR VALVE 90 FRTLINER/STRT	000000	732.12
		I-18682	101-4310-425	REPAIRS REPLACE AIR TANK 89 FRTLINR/ST	000000	2,033.89
		I-18826	101-4310-425	REPAIRS REPAIRS TO 1990 FREIGHTLINER/S	000000	3,141.14
		I-18902	101-4310-425	REPAIRS REPAIRS TO 1989 FREIGHTLINER/S	000000	2,614.20
01-3722	BLACK HILLS ASPHALT LLC					
		I-1519	101-4310-425	REPAIRS CLEAN-FILL CRACKS STAGE RUN/ST	000000	1,994.70
01-3877	MUTUAL OF OMAHA					
		I-001089666703	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
DEPARTMENT 310 STREETS						TOTAL: 24,574.89
01-0213	TRUGREEN CHEM-LAWN					
		I-120217061	101-4520-422	PROFESSIONAL LAWN SERVICE/HISTORY CENTER	000000	49.37
		I-120221537	101-4520-422	PROFESSIONAL LAWN SERVICE/RIVERWALK	000000	482.20
		I-120232638	101-4520-422	PROFESSIONAL LAWN SERVICE/PLUMA PARK	000000	193.98
		I-120233607	101-4520-422	PROFESSIONAL LAWN SERVICE/MARTHA BULLOCL PA	000000	83.91
		I-120250925	101-4520-422	PROFESSIONAL SERVICE/ST AMBROSE CEMETERY	000000	665.12
		I-120276662	101-4520-422	PROFESSIONAL LAWN SERVICE/SOFTBALL FIELDS	000000	446.25
		I-120276787	101-4520-422	PROFESSIONAL LAWN SERVICE/FERGUSON FIELD	000000	424.45

PACKET: 05044 COMBINED - 6/2/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN	continued				
		I-120280765	101-4520-422	PROFESSIONAL LAWN SERVICE/ADAMS HOUSE	000000	46.51
		I-120288682	101-4520-422	PROFESSIONAL LAWN SERVICE/ADAMS MUSEUM	000000	46.51
		I-120289469	101-4520-422	PROFESSIONAL LAWN SERVICE/GORDON PARK	000000	161.83
		I-120289941	101-4520-422	PROFESSIONAL LAWN SERVICE/HARCC, MICK TRAIL	000000	46.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-06/01/2020	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,349.41
01-0578	TWIN CITY HARDWARE & LU					
		I-2004-069644	101-4520-426	SUPPLIES (2) BAGS 60 LB CONC MIX/PARKS	000000	8.98
		I-2004-069816	101-4520-426	SUPPLIES SMOOTH ROD-JACK CHAIN/PARKS	000000	21.39
		I-2004-069936	101-4520-426	SUPPLIES COVER-OCT BOX-OUTLET/PARKS	000000	5.67
		I-2004-070004	101-4520-426	SUPPLIES (20) FASTENERS/PARKS	000000	8.00
		I-2005-070446	101-4520-426	SUPPLIES CONS ADHESIVE-NYLON FLAG/PARKS	000000	63.98
		I-2005-070564	101-4520-426	SUPPLIES FLAT BLACK SPRAY PAINT/PARKS	000000	4.49
		I-2005-071557	101-4520-426	SUPPLIES SPHAG EAT MOSS/PARKS	000000	16.99
		I-2005-073543	101-4520-426	SUPPLIES BLACK OXIDE SET/PARKS	000000	29.99
		I-2005-074037	101-4520-426	SUPPLIES QUICK LINK-BOLT SNAP/PARKS	000000	6.98
		I-2005-074094	101-4520-426	SUPPLIES QUICK LINK-BOLT SNAP/PARKS	000000	13.47
		I-2005-074311	101-4520-426	SUPPLIES BRUSH-SCRAPER-LINE LEVEL/PARKS	000000	29.45
		I-2005-074384	101-4520-426	SUPPLIES CONNECT-SWIVEL-COUPPING/PARKS	000000	35.43
01-1003	VERIZON WIRELESS					
		I-9854345074	101-4520-422	PROFESSIONAL WIRELESS 5/11-6/10/20/PARKS	000000	26.45
01-1765	JENNER EQUIPMENT					
		I-SJ26905	101-4520-426	SUPPLIES 7 PIN REP K D163-CONNEC D134/P	000000	213.89
		I-SJ26911	101-4520-426	SUPPLIES SOCKET SMALL-LARGE/PARKS	000000	9.85
		I-SJ27037	101-4520-426	SUPPLIES COIL FR 06/PARKS	000000	62.66
01-1831	POWERPLAN OIB					
		I-P7736010	101-4520-425	REPAIRS WIPER MOTOR/PARKS	000000	272.32
01-3877	MUTUAL OF OMAHA					
		I-001089666703	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	26.40
DEPARTMENT 520 PARKS						TOTAL: 7,851.93
01-0433	WELLMARK BLUE CROSS BLU					
		I-06/01/2020	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,651.31
01-1786	PETTY CASH/HISTORIC PRE					
		I-52620	101-4640-426	SUPPLIES PETTY CASH REIMBURSEMENT 05/20	000000	92.60
01-3877	MUTUAL OF OMAHA					
		I-001089666703	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
DEPARTMENT 640 PLANNING AND ZONING						TOTAL: 1,751.34
FUND 101 GENERAL FUND						TOTAL: 133,151.92

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## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

PACKET: 05044 COMBINED - 6/2/20

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
01-0418	BLACK HILLS PIONEER					
		I-052720	206-4550-434	BOOKS, MAPS A SUBSCRIPTION/6 MO. - LIBRARY	000000	113.21
01-0433	WELLMARK BLUE CROSS BLU					
		I-06/01/2020	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	554.24
01-3877	MUTUAL OF OMAHA					
		I-001089666703	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
				DEPARTMENT 550 LIBRARY	TOTAL:	672.40
				FUND 206 LIBRARY FUND	TOTAL:	672.40

PACKET: 05044 COMBINED - 6/2/20

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-06/01/2020	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	554.24
01-0510	GOLDEN WEST TECHNOLOGIE	I-367778	209-4510-425	REPAIRS REPAIRS TO PRINTER/REC CENTER	000000	53.13
01-1406	STRETCH'S GLASS & CUSTO	I-I028055	209-4510-434	MACHINERY/EQU WINDOW TINTING-MIRRORS/REC	000000	1,693.72
		I-I028062	209-4510-434	MACHINERY/EQU CLEAR MIRROR-GLAZE/OUTLETS/REC	000000	1,335.50
01-2889	ATCO INTERNATIONAL	I-I0553781	209-4510-426	SUPPLIES (2) CASES SHINY/REC CENTER	000000	264.00
01-3648	NETWORK SERVICES COMPAN	I-6889280	209-4510-426	SUPPLIES (2) CASE GARBAGE BAGS/REC CENT	000000	64.60
		I-6892470	209-4510-426	SUPPLIES 4 PLY W. MOP BLND WHT MED/REC	000000	45.96
01-3877	MUTUAL OF OMAHA	I-001089666703	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
DEPARTMENT 510 REC CENTER TOTAL:						4,014.37
01-3177	NORTHERN HILLS ALLIANCE	I-051320	209-4980-429	OTHER 2020 ALLOCATIOIN	000000	3,500.00
DEPARTMENT 980 SPECIAL EVENTS TOTAL:						3,500.00
FUND 209 BED & BOOZE FUND TOTAL:						7,514.37

PACKET: 05044 COMBINED - 6/2/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1786	PETTY CASH/HISTORIC PRE	I-52620	215-4572-235	VISITOR MGMT PETTY CASH REIMBURSEMENT 05/20 000000		2.12
01-3295	PANNIER	I-163314	215-4572-235	VISITOR MGMT DWD SCHL DISTRICT INTERP SIGN 000000		800.00
01-4619	WEBER, TODD	I-050520A	215-4572-235	VISITOR MGMT REVISED MILEAGE P/U STAGECOACH 000000		121.98
DEPARTMENT 572 HP VISITOR MGMT AND INFORTOTAL:						924.10
01-0578	TWIN CITY HARDWARE & LU	I-2005-074246	215-4573-335	HIST. INTERP. DOWEL/FASTERNERS - ARCHIVES 000000		3.28
		I-2005-074470	215-4573-325	HIST. INTERP. PAINT/SAND PAPER/CABLE TIES- 000000		31.97
01-0977	UNIVERSITY OF SOUTH DAK	I-052620	215-4573-380	HIST. INTERP. HP SCHOLARSHIP-REBECCA GROEGER 000000		1,000.00
01-1495	GAYLORD BROS.	I-2655655	215-4573-335	HIST. INTERP. 3" ROLL STORAGE TUBES-ARCHIVES 000000		187.55
01-1514	RAPID CITY JOURNAL SUBS	I-050120	215-4573-325	HIST. INTERP. 2020 HP SUBSCRIPTION 000000		119.40
01-1786	PETTY CASH/HISTORIC PRE	I-52620	215-4573-335	HIST. INTERP. PETTY CASH REIMBURSEMENT 05/20 000000		2.40
01-3960	GENESEE VALLEY DAOIST H	I-051520	215-4573-335	HIST. INTERP. TRANSCRIPTION OF DOCUMENT-ARCH 000000		100.00
01-4690	SD STATE UNIVERSITY	I-052620	215-4573-380	HIST. INTERP. HP SCHOLARSHIP-HANNAH CAMPBELL 000000		1,000.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIOTOTAL:						2,444.60
01-0578	TWIN CITY HARDWARE & LU	I-2004-069518	215-4575-525	GRANT/LOAN PA PAINT GRANT 870 MAIN MELSON 000000		37.52
		I-2005-070956	215-4575-525	GRANT/LOAN PA PAINT GRANT 322 WILLIAMS 000000		465.90
		I-2005-071279	215-4575-525	GRANT/LOAN PA PAINT GRANT 14 LINCOLN 000000		498.59
		I-2005-071640	215-4575-525	GRANT/LOAN PA PAINT GRANT 55 TAYLOR COOMES 000000		21.94
		I-2005-072587	215-4575-525	GRANT/LOAN PA PAINT GRANT 55 TAYLOR COOMES 000000		271.87
		I-2005-074235	215-4575-525	GRANT/LOAN PA PAINT GRANT 53 LINCOLN 000000		67.98
		I-2005-074489	215-4575-525	GRANT/LOAN PA PAINT GRANT 322 WILLIAMS GERLA 000000		34.10
01-2620	FIRST BAPTIST CHURCH	I-052620	215-4575-520	GRANT/LOAN PR 2019 NOT FOR PROFIT GRANT 000000		20,000.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOATOTAL:						21,397.90

PACKET: 05044 COMBINED - 6/2/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

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-2005-073900	215-4577-735	CAPITAL ASSET BRN T-OIL FIN - RODEO GROUNDS	000000	91.98
01-0782	JACOBS PRECISION WELDIN	I-26869	215-4577-775	CAPITAL ASSET POST BRACKETS - RODEO GROUNDS	000000	557.22
01-1731	WHEELER LUMBER OPERATIO	I-1340-033634	215-4577-735	CAPITAL ASSET GRANDSTAND ADA ACCESSIBILITY	000000	12,376.93
01-3896	EAGLE ENTERPRISES, LLC	I-22443	215-4577-775	CAPITAL ASSET GATEWAY SIGN LOWER MAIN	000000	49.72
01-4651	TRIANGLE D LLC	I-299	215-4577-715	CAPITAL ASSET 2ND HALF-CUST DESK/WK STAT-HIC	000000	5,975.41
01-4689	RJ THOMAS MFG CO INC	I-221461	215-4577-775	CAPITAL ASSET SMOKERS STACK - WELCOME CENTER	000000	518.00
01-4691	DASH WOODWORKING AND CO	I-411	215-4577-755	CAPITAL ASSET REMOVE/DISPOSAL DECK-30 ADAMS	000000	373.79
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						19,943.05
01-0433	WELLMARK BLUE CROSS BLU	I-06/01/2020	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,966.79
01-1003	VERIZON WIRELESS	I-9854345074	215-4641-428	UTILITIES WIRELESS 5/11-6/10/20/HP	000000	40.01
01-1725	QUILL CORPORATION	I-6806475	215-4641-426	SUPPLIES ENTERED STAMP - BONNY	000000	10.59
		I-6817604	215-4641-426	SUPPLIES STAMP BLACK INK REFILL - HP	000000	5.73
		I-6961254	215-4641-426	SUPPLIES STAMP INK BLUE/RED REFILL - HP	000000	12.48
01-1786	PETTY CASH/HISTORIC PRE	I-52620	215-4641-426	SUPPLIES PETTY CASH REIMBURSEMENT 05/20	000000	8.40
01-3838	VAST BROADBAND	I-051620	215-4641-428	UTILITIES MT MORIAH - 05/20/20-06/19/20	000000	140.69
01-3877	MUTUAL OF OMAHA	I-001089666703	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						5,202.02
FUND 215 HISTORIC PRESERVATION TOTAL:						49,911.67



BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1496	LAWRENCE CO.	REGISTER O				
		I-052120	216-4653-960	CLOSING CO	MORTGAGE MODIF. BOBOLZ	000000 30.00
		I-052220	216-4653-960	CLOSING CO	RECORD FEE RUNGE	000000 30.00
		I-052220-2	216-4653-960	CLOSING CO	RECORD MORT. OBERLANDER	000000 60.00
01-2849	DAKOTA LUMBER CO					
		I-2005-129816	216-4653-962-03	WINDOWS GRANT	WINDOWS -- 27 LINCOLN -- FENTO	000000 3,019.80
01-3748	FENTON, KRIS & MELANIE					
		I-2020-1502	216-4653-962-04	SIDING GRANT	SIDING 27 LINCOLN -- FENTON	000000 10,000.00
01-4174	FOUNDANT TECHNOLOGIES I					
		I-C-INV11319	216-4653-422	PROFESSIONAL	GLM LICENSE RENEWAL - 2020	000000 4,750.00
01-4688	MURALS BY SUNSET					
		I-052020	216-4653-962-09	GHOST MURAL G	GHOST MURAL-HATTENBACH-79 SHER	000000 5,350.00
01-4691	DASH WOODWORKING AND CO					
		I-412	216-4653-962-03	WINDOWS GRANT	WINDOWS/FOUNDATION 30 ADAMS MI	000000 2,476.00
		I-412	216-4653-962-08	FOUNDATION GR	WINDOWS/FOUNDATION 30 ADAMS MI	000000 6,488.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 32,203.80
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				FUND	216	REVOLVING LOAN
				TOTAL:		32,203.80

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PACKET: 05044 COMBINED - 6/2/20

VENDOR SET: 01

FUND : 561 LODGE AT DEADWOOD TIF

DEPARTMENT: 192 Public Buildings

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK	I-050420	561-4192-422	PROFESSIONAL TIF#6 -THE LODGE-#8200001610	000000	203,878.29
DEPARTMENT 192 Public Buildings TOTAL:						203,878.29
FUND 561 LODGE AT DEADWOOD TIF TOTAL:						203,878.29

PACKET: 05044 COMBINED - 6/2/20

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-06/01/2020	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,270.12
01-0539	LEAD-DEADWOOD SANITARY	I-04/30/20 EQR	602-4330-422	PROFESSIONAL APRIL EQR/WATER	000000	22,037.74
01-0578	TWIN CITY HARDWARE & LU	I-2005-073853	602-4330-426	SUPPLIES (2) GALV BUSHING/WATER	000000	7.98
		I-2005-074680	602-4330-426	SUPPLIES RED BRASS NIPPLE/WATER	000000	9.99
01-1003	VERIZON WIRELESS	I-9854345074	602-4330-422	PROFESSIONAL WIRELESS 5/11-6/10/20/WATER	000000	26.45
01-1171	A & B BUSINESS SOLUTION	I-IN728040	602-4330-426	SUPPLIES CONTRACT BASE RATE/WATER	000000	71.04
01-1365	SD PUBLIC HEALTH LAB	I-10593883	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1827	MS MAIL & MARKETING	I-11431	602-4330-426	SUPPLIES PERF PAPER FOR WATER BILLS	000000	400.00
01-3076	SD DENR	I-21INV0000111	602-4330-429	OTHER WASTEWATER-DRINKING WATER FEE	000000	650.00
01-3877	MUTUAL OF OMAHA	I-001089666703	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	21.45
DEPARTMENT 330 WATER					TOTAL:	27,524.77
FUND 602 WATER FUND					TOTAL:	27,524.77

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 05044 COMBINED - 6/2/20

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-04/30/20 CONSUMPT	603-4325-429	OTHER EXPENSE MAY CONSUMPTION/WASTEWATER	000000	536.75
			DEPARTMENT 325	SEWER	TOTAL:	536.75
			FUND	603 SEWER FUND	TOTAL:	536.75

PACKET: 05044 COMBINED - 6/2/20

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1406	STRETCH'S GLASS & CUSTO					
		I-I028099	607-4580-425	REPAIRS	LEXAN TALK HOLE-COVER/MT MOR	000000 330.65
01-3838	VAST BROADBAND					
		I-TELEPHONE 5/16/20	607-4580-428	UTILITIES	MT MORIAH GIFT SHOP	000000 0.00
		I-TELEPHONE 5/16/20	607-4580-428	UTILITIES	MT MORIAH TICKET BOOTH	000000 126.85
		I-TELEPHONE 5/16/20	607-4580-428	UTILITIES	MT MORIAH SECURITY ALARM	000000 40.87
			DEPARTMENT 580	HISTORIC CEMETERIES	TOTAL:	498.37
			FUND	607	HISTORIC CEMETERIES	TOTAL: 498.37

PACKET: 05044 COMBINED - 6/2/20

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-06/01/2020	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,233.29
01-0578	TWIN CITY HARDWARE & LU	I-2005-073632	610-4360-426	SUPPLIES PADLOCK - P & T	000000	16.99
01-0598	SUMMIT SIGNS AND SUPPLY	I-57765	610-4360-426	SUPPLIES (7) SIGNS VARIOUS/P&T	000000	254.00
01-1003	VERIZON WIRELESS	I-9854476358	610-4360-424	RENTALS PHONE SERVICE - METERS/P & T	000000	40.01
01-3877	MUTUAL OF OMAHA	I-001089666703	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						3,554.19
01-0433	WELLMARK BLUE CROSS BLU	I-06/01/2020	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	554.97
01-0545	LYNN'S DAKOTA MART	I-003000060718	610-4361-426	SUPPLIES 9 PKS WATER, BLEND - TROLLEY	000000	51.47
01-0578	TWIN CITY HARDWARE & LU	I-2004-069658	610-4361-426	SUPPLIES PAINT TRAY KIT,TRAY,PAINT-TROL	000000	83.25
		I-2004-070203	610-4361-426	SUPPLIES ROPE,SCREW EYES,SNAPS-TROLLEY	000000	20.96
		I-2004-070344	610-4361-426	SUPPLIES SCREW EYES, BOLT SNAPS - TROLL	000000	11.46
		I-2005-070533	610-4361-426	SUPPLIES SCREW EYES,BOLT SNAPS-TROLLEY	000000	22.42
		I-2005-070953	610-4361-426	SUPPLIES HINGE,SCREW EYES,B.SNAPS-TROLL	000000	37.88
		I-2005-071176	610-4361-426	SUPPLIES METAL POLISH,BOLT SNAPS-TROLLE	000000	30.44
		I-2005-071333	610-4361-426	SUPPLIES COVERS,CHIP BRUSHES- TROLLEY	000000	22.44
		I-2005-072440	610-4361-426	SUPPLIES STAIN,SHAPES,BRUSHES,HINGE-TRO	000000	40.48
		I-2005-072605	610-4361-426	SUPPLIES FORMS,WOOD CONDIT,BOLT-TROLLEY	000000	26.97
01-3706	STURGIS AUTO PARTS, INC	I-234504	610-4361-426	SUPPLIES LICENSE LAMP W'METAL - TROLLEY	000000	41.98
01-3877	MUTUAL OF OMAHA	I-001089666703	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70
01-4286	TCF EQUIPMENT FINANCE	I-06/01/2020	610-4361-434	MACHINERY/EQU #300 TROLLEY	000000	3,133.62
		I-06/01/2020	610-4361-434	MACHINERY/EQU #301TROLLEY	000000	3,133.62
		I-06/01/2020	610-4361-434	MACHINERY/EQU #303 TROLLEY	000000	3,133.62
01-4347	VERIZON CONNECT NWF, I	I-OSV000002101928	610-4361-422	PROFESSIONAL GPS SERVICE-APRIL / TROLLEY	000000	97.25

PACKET: 05044 COMBINED - 6/2/20

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4694	OBERLE'S RADIATORS & RE	I-1124684	610-4361-425	REPAIRS	CLEAN/REPAIR RADIATOR-TROLLEY	000000 100.00
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						10,548.53
01-0578	TWIN CITY HARDWARE & LU	I-2005-071071	610-4362-426	SUPPLIES	BRUSH-DEGREASER-CLNR/RAMP	000000 54.46
01-1681	BIERSCHBACH EQUIPMENT &	I-02 698683	610-4362-426	SUPPLIES	4 - COMBO GUARD - PKNG RAMP	000000 272.00
01-2717	AMANO MCGANN, INC.	I-INV172005	610-4362-425	REPAIRS	SWITCHES-GATE - PKNG RAMP	000000 81.23
01-3838	VAST BROADBAND	I-TELEPHONE 5/16/20	610-4362-428	UTILITIES	PARKING RAMP	000000 145.49
DEPARTMENT 362 BROADWAY GARAGE TOTAL:						553.18
FUND 610 PARKING/TRANSPORTATION TOTAL:						14,655.90

5/29/2020 10:52 AM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

PACKET: 05044 COMBINED - 6/2/20  
VENDOR SET: 01  
FUND : 719 TIF #10 TRU HOTEL  
DEPARTMENT: 000 NON-DEPARTMENTAL  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK	I-050420	719-4000-429	OTHER	TIF#10 - W.MORRIS- #8200017357 000000	81.56
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						81.56
FUND 719 TIF #10 TRU HOTEL TOTAL:						81.56



5/29/2020 10:52 AM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 21

PACKET: 05044 COMBINED - 6/2/20

VENDOR SET: 01

FUND : 721 TIF #9 OPTIMA

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-3673	LIBERTY NATIONAL BANK	I-050420	721-4000-429	OTHER	TIF#9 - #60004256	000000	245.92
DEPARTMENT 000 NON-DEPARTMENTAL						TOTAL:	245.92
FUND 721 TIF #9 OPTIMA						TOTAL:	245.92

5/29/2020 10:52 AM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

PACKET: 05044 COMBINED - 6/2/20

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-050420	725-4000-429	OTHER EXPENSE TIF#8 - W.MORRIS- #8200017030	000000	50,666.27
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	50,666.27
			FUND	725	TIF #8 DEADWOOD STAGE RUN	TOTAL: 50,666.27
					REPORT GRAND TOTAL:	521,541.99

## FY2019 Annual Survey of South Dakota Public Libraries

Shaded fields are prefilled in the online survey. Contact the SDSL Data Coordinator to make changes to these fields:  
[shawn.behrends@state.sd.us](mailto:shawn.behrends@state.sd.us) / 605-280-5834 / toll free 800-423-6665

### SECTION A. – GENERAL INFORMATION

Library Name	County
DEADWOOD PUBLIC LIBRARY	LAWRENCE

Mailing Address	Street Address
435 WILLIAMS ST	435 WILLIAMS ST
Mailing City	Zip Code
DEADWOOD	57732

#### Contact

Library Director	Email address of director
Patricia Brown	patricia@cityofdeadwood.com
Library Phone	
6055782821	

#### Admin

Fiscal year reporting	Legal Service Area Boundary Change	Government unit under which library is legally established	Year legally established
Jan - Dec	No	City	1895

#### Population

Population of the Legal Service Area <i>Based on Census population estimates for your legal service area.</i>	25,741
Estimated population of total service area <i>Estimate the population you actually serve.</i>	25,741

What does the library charge for a nonresident library card?	\$25
--	------

#### Outlets

Number of Central Libraries	Number of Branch Libraries	Number of Bookmobiles
1	0	0

Building/ remodeling of library	Building/remodeling explanation	Total square footage main library
No		5,360

#### Codes

Legal Basis Code	Geographic Code
Municipal Government (city, town or village)	County (most nearly)

## Library Hours - Public service hours of the main branch.

	Open	Close	Total hours
Sunday			N/A
Monday	10:00	7:00	9.00
Tuesday	10:00	7:00	9.00
Wednesday	10:00	7:00	9.00
Thursday	10:00	5:00	7.00
Friday	10:00	5:00	7.00
Saturday	12:00	4:00	4.00

<b>Total hours open per week</b>	<b>45.00</b>
----------------------------------	--------------

## SECTION C. -- PERSONNEL

## Head Librarian

Head Librarian	Current Annual Salary	Hours worked per week by head librarian	Highest education level achieved by head librarian	Total number of years head librarian has worked in the field
1	53,000.00	40	BA plus graduate courses	26

## Other Librarians

Total number of OTHER paid librarians	Total number of OTHER librarians worked per week	Total hours worked per week-ALL librarians	Total paid librarians FTE
2	40	80	2.00

## All Other Paid Staff

Total number of all other paid staff	Total number of all other paid staff hours worked per week	All other paid staff FTE	Total paid employees FTE
1	10	0.25	2.25

## Staff paid by non-library sources

Number of staff paid from other sources	Non-library pay sources	Average hours/week by staff paid by non-library source
1	Other	10

## Volunteers

Total number of volunteers	9	Average number of hours worked by volunteers per week	5.0
----------------------------	---	---	-----

## ALA-MLS Librarians

Total number of ALA-MLS librarians	Hours worked per week - ALA-MLS librarians	FTE librarians ALA-MLS librarians
0	0	0.00

## SECTION D -- INCOME

Operating Income received during fiscal year

Operating income -- City/Town	\$67,091
Operating income -- County	\$91,801
Operating income -- School District	\$0
Operating income -- Tribal Appropriation	\$0
Operating income -- College Appropriation	\$0
Operating income -- Other Contracts (other libraries or towns)	\$0
Local Government Revenue	\$158,892
State Appropriations	\$0
Federal Income	\$0
What amount of federal operating income is from LSTA grants?	
Other Operating Income	\$2,913
<b>Total Operating Income</b>	<b>\$161,805</b>

Capital Income

Local government capital income	\$0
State government capital income	\$0
Federal government capital income	\$0
Other capital income	\$0
<b>Total capital income</b>	<b>\$0</b>

## SECTION E -- EXPENDITURES

*Staff Expenditures*

Salaries and Wages for Library Staff	\$88,961
Total employee benefits	\$23,540
Total all salaries and benefits	\$112,501

*Collection Expenditures*

Print materials expenditures	\$5,739
Electronic materials expenditures	\$2,179
Other materials expenditures	\$3,192
Total expenditures for library materials	\$11,110

*Other Operating Expenditures*

All other operating expenditures	\$13,286
----------------------------------	----------

<b>Total operating expenditures</b>	<b>\$136,897</b>
-------------------------------------	------------------

If there is a large difference between total operating income and total operating expenditures, please provide an explanation for the difference and what happens to unspent revenue.	Staffing changes
---	------------------

*Capital Expenditures*

Capital expenditures on facility	\$0
Capital expenditures on technology	\$0
Other capital expenditures	\$0
<b>Total Capital Expenditures</b>	<b>\$0</b>

<b>Total Expenditures</b>	<b>\$136,897</b>
---------------------------	------------------

## SECTION F – LIBRARY HOLDINGS

## Books

Books (print)	13,217
Ebooks accessed through SDTG	0
Other ebooks units* owned, leased, licensed	22,723
Total Ebooks	22,723

## Subscriptions

Current print serial subscriptions	28
------------------------------------	----

## Audio, Video, Other

Audio – physical units*	65
Audio – downloadable units* accessed through SDTG	0
Other downloadable audio units* owned, leased, or licensed	7,365
Total downloadable audio	7,365
Video – physical units*	2,945
Video – downloadable units*	90
Other (films, multimedia kits, maps)	105

## Electronic Collections (Databases)

Local/other licensed electronic collections (databases)	3
State licensed electronic collections (databases)	58
Total licensed electronic collections (databases)	61

<b>Total Holdings</b>	<b>46,599</b>
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## SECTION G – SERVICE ACTIVITIES

## Library Service Indicators

Annual public services hours per year (ALL outlets)	2,340
Annual total attendance in the library	13,450
Annual total reference transactions completed	2,322
Registered users	1,618

## Collection Use

## Circulation of Physical Materials

Books	6,540
Magazines and other print items not included above	592
Non print physical items	7,733
<b>Total Physical Item Circulation</b>	<b>14,865</b>

## Circulation of Electronic Materials

Ebooks	678
Audiobooks (and music)	402
Video	6
Use (circulation) of Electronic Materials	1,086

## Electronic Collection (database) Use

SDSL-provided electronic collections use	772
Other electronic collection use	0
<b>Successful Retrieval of Electronic Information</b>	<b>772</b>

<b>Total Circulation of Materials</b>	<b>15,951</b>
Children's Materials Circulated	2,676
<b>Total Electronic Content Use</b>	<b>1,858</b>
<b>Total Collection Use</b>	<b>16,723</b>

## Library Programs

	Library Programs	Library Program Attendance
--Birth thru PreK	92	1,098
--Kindergarten thru age 11	143	780
<b>Children Ages 0-11</b>	<b>235</b>	<b>1,878</b>
<b>Young Adult Ages 12-18</b>	<b>0</b>	<b>0</b>
<b>Adult Ages 19 and over</b>	<b>17</b>	<b>360</b>
<b>Total</b>	<b>252</b>	<b>2,238</b>

## One-to-One Programs / Summer Reading

How many one-to-one program sessions did the library conduct?	55
Has the library hosted a summer reading program in the past year?	Yes



## Makerspaces

What types of tools and materials do the library's makerspaces include?	N/A
---	-----

## Internet

Total number of Internet computers for use by general public	8
Annual number of public access/ internet use sessions (30-minute sessions)	8,696
Does the library offer public Wi-Fi service?	Yes
Annual wireless sessions	5,318
URL of the library's webpage	<a href="https://www.cityofdeadwood.com">https://www.cityofdeadwood.com</a>
Annual Website Visits	-1
Does the library actively maintain a social media presence?	Yes

## Library Policies and Practices

Does the library charge fines for overdue materials?	Yes
What automation system do you use?	KOHA
If you have an automated system, is it connected to the internet?	Yes, available online

## Resource Sharing / Interlibrary Loan

	Received from/ borrowed from other libraries	Provided/sent/loaned to other libraries
Out-of-state total	0	0
In-state total	130	1,224
<b>Total ILLs</b>	<b>130</b>	<b>1,224</b>

## SECTION H – LIBRARY TRUSTEES

## Library Board Members

Name	Office Held	Term Expires
Dawn Burns	President	2021
Vicki Buss	Vice President	2020
Linda Frederick	Trustee	2020
Raul Ponce De Leon	Trustee	2021
Charlene Miller	Trustee	2022
Michael Johnson	City Council Rep.	

## Library Board Information

Trustee meetings held per year	Bi-Monthly
Trustees appointed by what governing body?	other governmental unit
Trustee meeting schedule	First Wed. of month, 8:30AM
Date of last public library board meeting	2020-03-18
Are you aware of and do you comply with the SD Open Meetings law?	Yes
Does the library board need training in any of the following areas?	

## Friends of the Library / Library Foundation

Does your library have a Friends of the Library group?	No
President's name and address	* * * * *
Does your library have a Library Foundation?	No
President's name and address	* * * * *

## SECTION I-J. – STANDARDS / POLICIES / EVENTS / SURVEY CONTACTS

## Library policies &amp; Plans

Has the library board reviewed the following policies and plans in the past year?	
Library bylaws	Yes
Public service policies	Yes
Collection development policy	Yes
Public computer / Internet use policy	Yes
Nonresident policy including reevaluating amount of nonresident fee	Yes
Disaster plan	Yes
Technology plan including timetable for software and hardware updates	No timetable
We need more information/examples on how to write the following plans/policies:	Technology plan

## Narrative listing any special events

SD Festival of Books-hosted 12 programs, Summer Reading program, after school program (BACK) once a week during school year

Librarian or staff member completing the survey	Patricia Brown
President of Board of Trustees/ or Director of Institution	Dawn Burns

### Supplemental Questions

#### 2020 Survey of Library Staff Pay

Comparison data from SD public libraries is available upon request to public libraries & their stakeholders.

	Lowest hourly wage	Highest hourly wage	List the job titles of staff reported in this row. (List up to five for each category.)
Librarians (reported in C06)	\$9.48	\$16.94	1. Library Assistant 2. Archives, Research
Other library staff (reported in C10)	\$9.48	\$9.48	1. Library Assistant II
ALA-MLS Librarians (reported in C19)	N/A	N/A	N/A

#### 2020 Supplemental Internet Questions

What type of broadband connection does your library currently have? (select highest capacity if more than one type)	Cable Modem
Who pays for the library's broadband service?	City of Deadwood
Who is/are your broadband service provider(s)? (you may have different landline and wireless providers)	Vast Broadband
What is the average age of the library's public computers?	older than 5 years
Does the library have access to local IT personnel when needed?	Sometimes
Describe the technology support available to your library:	municipal government or agency
May SDSL staff contact your library's IT support person (or your Internet service provider, if you don't have IT support) if we have questions about your library's broadband service?	Yes

IT support person or business SDSL staff may contact if we have technical questions about your library's broadband service:

Name	Position / Title	Phone number	Email address

## SELECTED KEY RATIOS – FY 2019

These are key ratios and percentages generated by the survey tool. Per capita ratios are based on the population of the library's legal service area (LSA)—the population of the geographic area that the library serves.*	Your library FY 2019	Your library FY 2018	Statewide average FY 2018
<b>Population used for per capita ratios*</b> <i>Per capita ratios: Divides the total monetary or service statistics by the population served. This ratio helps you compare values among libraries of different sizes.</i>	2,076	2,093	762,122
<b>Financial Measures</b>			
<b>Local government operating revenue per capita</b> <i>All income from local government sources divided by LSA. This is the best single measure of the library's local financial support.</i>	\$76.54	\$74.13	\$34.47
<b>Total operating revenue per capita</b> <i>Includes income from state, federal, and miscellaneous sources.</i>	\$77.94	\$75.31	\$36.28
<b>Total operating expenditures per capita</b>	\$65.94	\$73.06	\$34.85
<b>Collection expenditures per capita</b> <i>This is the dollar amount spent per resident on new library materials.</i>	\$5.35	\$7.26	\$4.59
<b>Service Measures</b>			
<b>Registered borrowers per capita**</b> <i>The ratio of people registered to use library services. This can show what ratio of the community are active library users if the library regularly purges its files of inactive users.</i>	0.78	0.75	0.49
<b>Library visits per capita</b> <i>The average number of library visits per resident. It is an indicator of public awareness of library services.</i>	6.5	6.4	5.0
<b>Total circulation per capita</b> <i>The average number of loans made to residents. Low circulation ratios may be a result of low collection expenditures or indicate that the library should evaluate the relevancy of its new materials purchases to community needs.</i>	7.7	8.0	7.7
<b>Public internet uses per capita</b> <i>The average number of sessions (measured in 30 minute units) per resident that the library's public computers were used.</i>	4.2	4.7	1.3
<b>Collection and Circulation Ratios</b>			
<b>Circulation turnover</b> <i>The number of circulation transactions divided by the total number of items in the library's collection. It is an indicator of how often each item is checked out. Low turnover rate may also indicate that the library should consider "weeding" its collection of outdated and unused materials.</i>	0.34	0.35	1.1
<b>Circulation of children's materials as a % of total circulation</b> <i>Compares ratio of children's materials circulated to total circulation. It is useful to know when considering other services to children.</i>	16.8%	20.2%	41%
<b>Circulation of electronic materials as a % of total circulation</b> <i>Ratio of digital materials (ebooks, downloadable audiobooks, etc.) to total circulation.</i>	6.8%	3.4%	11.8%
<b>Library Program Ratios and Totals</b> <i>Programs require increased allocation of library resources such as staff, time, materials.</i>			
<b>Total program attendance per capita</b> <i>Ratio of people in the community who attended library programs.</i>	1.08	1.18	0.44
<b>Children's attendance per program</b>	8.0	8.2	21.6
<b>Young adult attendance per program</b>	0.0	0.0	13.9
<b>Adult attendance per program</b>	21.2	9.1	14.8

\*For Lawrence, Meade & Pennington county libraries: We calculated your per capita population based on a formula that combines the library's local population and your library's ratio of total circulation for the county.

\*\*The library's registered borrower records should be purged of inactive users at least every three years.

ANNOTATIONS (attached to individual questions on the annual report form)

Total Operating Revenue (#304)

funds are not carried over as the library does not  
generate excess revenue--2020-05-01

Video - Downloadable Units (#455)

This is the number collected from our Overdrive  
Statistics.--2020-04-30

# SECTION B. – OUTLET / BRANCH INFORMATION-- FY 2019

B01. Location	DEADWOOD PUBLIC LIBRARY		
B02. Address	B03. City	B04. Zip Code	B05. Zip +4
435 WILLIAMS ST	DEADWOOD	57732	
B06. County	B07. Phone Number	B08. Outlet Code	
LAWRENCE	6055782821	Central Library	
B09. Square footage of branch / outlet		B10. Number of bookmobiles in outlet record	
5,360		0	
B11. Total public service hours OPEN per year		B12. Total number of weeks per year branch is open	
2,265		52	
B13. Branch Librarian		B14. Total Branch Staff paid	
Patricia Brown		3	
B15. Total hours open during typical week		B16. Total days open during typical week	
45		6	

Print this form out. Questions can be directed to the State Library Data Coordinator, 1-800-423-6665. Return this certificate completely signed and dated within 30 days of survey submission.

## South Dakota Public Library Survey FY2019

### Survey Certification Form

Name of Library: Deadwood Public Library City: Deadwood  
County: Lawrence

*I certify that all the information contained herein has been thoroughly reviewed, and is complete and accurate to the best of my knowledge:*

Librarian: Patricia L. Brown Date signed: 5/13/2020

*I certify that all the information contained herein has been thoroughly reviewed, and is complete and accurate to the best of my knowledge:*

Library Board President: Deawn Burns Date signed: 5/19/2020

+++++

According to **SD Codified Law, Section 14-2-40: (6)** the complete Public Library Survey (annual report) has been submitted to the "governing body" of this library on \_\_\_\_\_ (date).

City or County official (Signature):

\_\_\_\_\_ Date signed: \_\_\_\_\_

Position or office held: \_\_\_\_\_

(MAYOR, CITY MANAGER, or CHIEF FINANCIAL OFFICER)

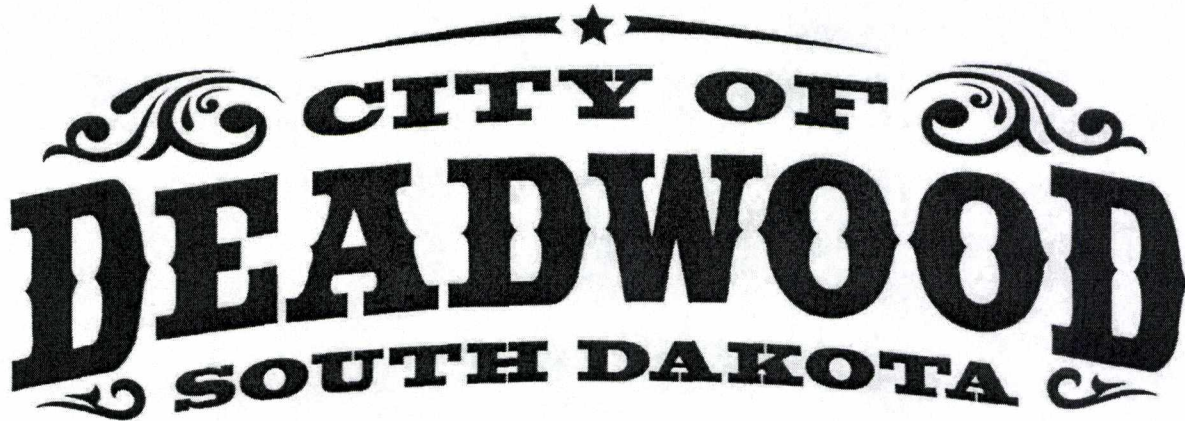
+++++

The completed form can be scanned and uploaded to the survey portal ([sd.countingopinions.com](http://sd.countingopinions.com)) at the time of submission or mailed to the below address within 30 days of electronic submission:

State Data Coordinator  
South Dakota State Library  
800 Governors Drive  
Pierre, South Dakota 57501



6F



**City of Deadwood  
Special Event  
Permit Application and  
Facility Use  
Agreement for**

*Firecracker 5K - 7/4/20*

---

**Instructions:**

To apply for a Special Event Permit, please read the Special Event Permit Application Instructions and then complete this application. Submit your application, including required attachments, no later than forty-five (45) days before your event. Facility Use Agreements should also be completed at this time (if applicable).

## EVENT INFORMATION

### Type of Event:

☒ Run ☒ Walk ☐ Bike Tour ☐ Bike Race ☐ Parade ☐ Concert  
☐ Street Fair ☐ Triathlon ☐ Other

Event Title: Firecracker 5K

Event Date(s): July 4, 2020  
(month, day, year)

Total Anticipated Attendance: 95

(# of Participants 75 # of Spectators 20)

Actual Event Hours: (from): 7:30am AM / PM (to): 11:00am AM / PM

Location / Staging Area: Deadwood Mickelson Trailhead

Set up/assembly/construction Date: July 4, 2020 Start Time: 7:00 AM / PM

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

See attached

Dismantle Date: July 4, 2020 Completion time: 9:30am AM / PM

List any street(s) requiring closure as a result of this event. Include street name(s), day, date and time of closing and time of re-opening:

NA

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to Shine Street and security must be provided at Shine Street and Main Street and Wall Street and Main Street to direct traffic.

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☒ Commercial (for profit)

☒ Noncommercial (nonprofit)

Sponsoring Organization: Explore Fitness and Adventures/Northern Hills Rec Association

Chief Officer of Organization (NAME): Katrina Hutchison/Dustin Heupel

Applicant (NAME): Katrina Hutchison Business Phone: (605) 389-3551

Address: 508 Prospect Avenue Lead SD 57754  
(city) (state) (zip code)

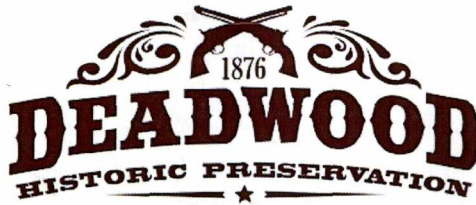
Daytime phone: (605) 389-3551 Evening Phone: ( ) Fax #: ( )

Please list any professional event organizer or event service provider hired by you that is authorized to work on your behalf to produce this event.

NA

6 H

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  
kevin@cityofdeadwood.com

## MEMORANDUM

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**Date:** May 29, 2020  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Hire Contractor to create Historic Ghost Mural – 638 Main Street

---

The Historic Preservation Commission entered 638 Main Street into the Historic Ghost Mural Easement Program on Wednesday, June 26, 2019 for the "Grain Belt Beer" Mural.

As per the program guidelines the City of Deadwood is responsible for 100% of the restoration costs, bidding of the project, securing the required permits and managing the restoration project. The owner of the building will be responsible for maintaining the ghost mural when complete per the easement guidelines.

City staff requested quotes to reproduce the sign at 65 to 70% of the "Grain Belt Beer" mural located on the top right side of the building. Two quotes have been submitted for this project. Sunset Regall, who just completed the Hattenbach mural, submitted a quote for \$5,105.00 but unfortunately has withdrawn her submittal. Erica Merchant submitted a quote for \$7,934.58. Copies are attached for your review. Staff is recommending hiring Erica Merchant to reproduce the ghost mural for a cost not to exceed \$7,934.58.

The Historic Preservation Commission reviewed this request at their May 27, 2020 meeting and recommend hiring Erica Merchant to reproduce the ghost mural of the "Grain Belt Beer" sign for a cost not to exceed \$7,934.58.

**Recommend Motion:** *Move to hire Erica Merchant to reproduce the ghost mural of the "Grain Belt Beer" sign for a cost not to exceed \$7,934.58.*

Erica Merchant				
519 East Chicago St				
Rapid City, SD 57701				
1 605 206 0281				
America.merchant@gmail.com				
RE: GRAIN BELT LOGO north brick side Madame Peacocks 15x30				
	UNITS	COST	Totals	
Materials				
Gallon Brck Sealant	3	46.39	139.17	<a href="https://www.homedepot.com/b/Paint-Industrial-Commercial-Paint-Protective-Enamels/1-Shot/1-GA-GallonN-5yst1v2mnp71z10hwZaqet">https://www.homedepot.com/b/Paint-Industrial-Commercial-Paint-Protective-Enamels/1-Shot/1-GA-GallonN-5yst1v2mnp71z10hwZaqet</a>
pint 1 shot Lemon yellow	4	26.94	107.76	<a href="https://www.dickblick.com/products/1-shot-lattering-enamels/2acids-CiaKCAw7-P1BRACeAwXoPWIA8sQdwV1e8MevPwmmu4PKV2au00BXY-GwW0dx3-37Py-TOm-RB6CaXIQAvD_BxE">https://www.dickblick.com/products/1-shot-lattering-enamels/2acids-CiaKCAw7-P1BRACeAwXoPWIA8sQdwV1e8MevPwmmu4PKV2au00BXY-GwW0dx3-37Py-TOm-RB6CaXIQAvD_BxE</a>
pint 1 shot vermilion red	4	31.54	126.16	
gallon 1 shot white	1	126.49	126.49	<a href="https://www.dickblick.com/products/1-shot-lattering-enamels/2acids-CiaKCAw7-P1BRACeAwXoPWIA8sQdwV1e8MevPwmmu4PKV2au00BXY-GwW0dx3-37Py-TOm-RB6CaXIQAvD_BxE">https://www.dickblick.com/products/1-shot-lattering-enamels/2acids-CiaKCAw7-P1BRACeAwXoPWIA8sQdwV1e8MevPwmmu4PKV2au00BXY-GwW0dx3-37Py-TOm-RB6CaXIQAvD_BxE</a>
Materials		150	150	mineral spirits, natural brushes, tape, china markers, levels, clear lacquer spray
Liability Insurance		150	300	for 2 people
Equipment				
19' Scissor lift	8 days	605	605	<a href="https://dakotaequipmentrental.com/">https://dakotaequipmentrental.com/</a>
Delivery	2 way	130	130	
Materials/Equipment Totals			1694.58	
Labor				
	130 hours	45	5850	
per diem	16	400	400	\$20 a day commute for myself and coworker
Total			7934.58	



From: [DR](#)  
To: [Kevin Kuchenbecker](#); [Bonny Anfinson](#)  
Subject: Grain Belt Bid  
Date: Monday, May 18, 2020 11:16:49 PM

---

Artist Bid Proposal - Grain Belt  
Mural, 638 Main St., City of  
Deadwood, South Dakota

Date: TBA June/July, 2020

Artist: Sunset Regall

Phone: 530-521-7984

Address: 1000 Cordova Pl, Box  
272, Santa Fe, NM, 87505

Website: [artbysunset.com](http://artbysunset.com)

Email: [sunset@artbysunset.com](mailto:sunset@artbysunset.com)

Alt.email: [sunssette@gmail.com](mailto:sunssette@gmail.com)

Description: City of Deadwood wishes to have original Grain Belt  
Beer ad reproduced up to 70 % (30' x 15')

Price Breakdown:

\*Wording reproduced on pounce patterns – \$300.

(diamond clear....smoother beer

Premium

Grain Belt

Beer

BEEN A LONG TIME A-BREWING)

\*Paint Materials: \$400.00

\*Boom lift rental: \$935.00/wk

\*Labor: \$2720.00 (\$85/hr)

\*Artist mileage and lodging: \$750.00

PRICE: \$5105.00

Checks should be made out to Murals By Sunset.

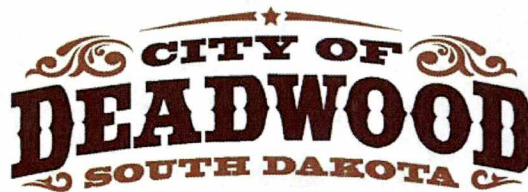
Thank you for your  
consideration!

With Appreciation,

Sunset

6I

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



Mike Runge  
Archivist  
Telephone (605) 578-2082

## MEMORANDUM

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**Date:** May 29, 2020  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Office  
**Re:** Loan Agreement #2020.02 to Hot Springs Public Library

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The Deadwood Historic Preservation Office is requesting permission to enter into a loan agreement with the following entity:

- **2020.02** Hot Springs Public Library, for the use of Deadwood Historic Preservation's Wild Bill Hickok Traveling Exhibit from June 01, 2020 to September 01, 2020 which consists of six (6) retractable exhibit panels.

Under the terms of the loan, the Hot Springs Public Library submitted an email requesting the use of the traveling exhibit and will provide proof of insurance in the event of damage.

The Historic Preservation Commission reviewed the request at their May 27, 2020 meeting and recommend entering into an agreement with the Hot Springs Public Library for the use of the Wild Bill Hickok Traveling Exhibit from June 1, 2020 to September 1, 2020.

### RECOMMENDATION

Allow the Deadwood Historic Preservation Office to enter into an agreement with the Hot Springs Public Library for the use of the Wild Bill Hickok Traveling Exhibit from June 1, 2020 to September 1, 2020.

LOAN NUMBER:	#2020.02
DUE DATE:	09.30.2020
RENEWED UNTIL:	
RETURNED:	YES/NO

### **LOAN AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_, 2020, by and between the City of Deadwood, herein after referred to as "DEADWOOD," and Hot Springs Public Library, located at 2005 Library Drive, Hot Springs, SD 57747, hereinafter referred to as "PERMITEE."

1. The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITEE to use the following property owned by DEADWOOD.
2. A description of the property for which permission is granted is as follows: **Hickok Family Traveling Exhibit.**
3. The purpose for which PERMITEE is using the above-described premises is as follows: **"Exhibition"**
4. Permission for the above use at the above-described location is permitted from June 1, 2020 until September 30, 2020.
5. PERMITEE agrees to handle, package, and ship or transport the objects and/or collections (and pay for same) in a manner that protects it from breakage, loss, deterioration, and contamination.
6. PERMITEE specifically acknowledges and agrees that it shall be solely responsible for any damage to the property loaned pursuant to this Agreement. Further, PERMITEE agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money, which DEADWOOD might have to pay to any person as a result of property damage, personal injury, or death



resulting from PERMITEE'S use of city property pursuant to this Agreement.

7. The Deadwood City Archivist shall administer and supervise use of City of Deadwood property pursuant to this Agreement and all PERMITEES shall contact such Official with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by, and shall be effective upon approval by, the Deadwood City Commission. Any extensions of the term of this agreement must be approved by the Deadwood City Commission.
8. Within twenty-four hours of discovery, the PERMITTEE will be notify DEADWOOD of instances or circumstances surrounding any loss of damage to, or destruction of the materials and will at the direction of DEADWOOD take steps to fix the damaged materials.
9. PERMITTEE also further understands and agrees that the property shall not be repaired, restored, cleaned, or altered in any way whatsoever,
10. All loaned materials shall not leave custody of the PERMITTEE without written permission of DEADWOOD.
11. PERMITTEE agrees to acknowledge and credit DEADWOOD in any use or photographs or exhibits or publications resulting from the loan. The credit line shall read as follows: **“Courtesy of the City of Deadwood and the Deadwood Historic Preservation Commission.”**
12. PERMITTEE agrees to provide DEADWOOD with two (2) copies of any photographs, published articles, materials, etc. generated as a result of the loan.

13. Upon termination of this agreement, PERMITTEE agrees to properly package and transport the said property listed above back to DEADWOOD. Damage inflicted by inadequate packaging will be at the expense of the PERMITTEE.
14. Either party may terminate this agreement, effective not less than five (5) days after receipt by the other party of written notice, without further liability to either party.
15. PERMITTEE shall maintain adequate insurance against any loss of any property subject to this loan. PERMITTEE shall also maintain an insurance policy of Six Thousand Dollars (\$6,000.00) against any loss to the property loaned to PERMITTEE, naming DEADWOOD as an additional insured.
16. PERMITTEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this \_\_\_\_ day of \_\_\_\_, 2020.

City of Deadwood

By: \_\_\_\_\_  
David Ruth, Jr., Mayor

By: \_\_\_\_\_  
\_\_\_\_\_  
(PLEASE PRINT NAME)

Library Director  
Hot Springs Public Library

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**PARKING LEASE WITH**  
**TROY GORANS-CEO OF LATCHSTRINGS GETAWAYS LLC**

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY", and TROY GORANS, CEO of Latchstring Getaways, LLC, at 21 Deadwood Street, Deadwood, South Dakota 57732, hereinafter referred to as "GORANS".

CITY and GORANS agree that GORANS shall rent (3) three spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles on Deadwood Street under the following terms and conditions:

**I.**

The term of this lease shall be for (5) five months, to commence on June 1, 2020 and terminate on October 31, 2020. The parties acknowledge and agree that GORANS, its employees, representatives and invitees may use (3) three parking spaces Monday through Sunday from 5:00 p.m. to 9:00 a.m. daily.

**II.**

GORANS agrees to pay to CITY as rent the sum of fifty and No/100ths Dollars (\$50.00) plus tax per month for the entire (5) five-month period of this lease with the first payment due and payable on or before the 1<sup>st</sup> day of June, 2020, with payment made the first day of each following month through October, 2020.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a full (5) five-month period, and that GORANS is obligated to pay this parking fee per space per month for the full (5) five months without regard to whether or not GORANS uses said space.

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of (10%) ten percent of the unpaid and outstanding rent. If the rent payment is more than (15) fifteen days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to renter.

### **III.**

GORANS and CITY agree that GORANS shall be assigned specific spaces by CITY on Deadwood Street and that such space will be available at all times described above for use by GORANS.

GORANS shall be responsible for all costs of signage, CITY shall install all signage. GORANS agrees to abide by all rules and regulations established by CITY for Deadwood Street. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

### **IV.**

GORANS agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. GORANS acknowledges and agrees that it bears all risks of the vehicle being stolen or damaged and holds CITY harmless from any and all liability for damages to any vehicles parked Deadwood Street including but not limited to theft or damage to vehicles or property in said vehicles. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to GORANS vehicles or its contents while parking Deadwood Street. GORANS agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that is shall use Deadwood Street at its own risk and responsibility.

### **V.**

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

### **VI.**

This lease shall be renewed automatically at the expiration of its initial term and additional like terms, provided that either GORANS or CITY may terminate this agreement by

notifying the other party in writing at least (30) thirty days prior to the Expiration date of this lease agreement or any automatic renewal of the same.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF DEADWOOD**

By: \_\_\_\_\_

David R Ruth Jr.

Its: Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown  
Finance Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mike GORANS

7A

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](mailto:kevin@cityofdeadwood.com)

## MEMORANDUM

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**Date:** May 28, 2020  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 56 Taylor Avenue Retaining Wall

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On May 18, 2020, bids for the reconstruction of the retaining wall at 56 Taylor Avenue were opened at City Hall. Three bids were received. The apparent responsible low bidder was CAI Construction in the amount of \$225,000.00 and alternate #2 in the amount of \$14,500.00. The engineer's estimate for this project is \$222,469.00.

Staff recommends accepting CAI Construction's bid of \$225,000.00 and Alternate #2 for \$14,500.00 to reconstruct the retaining wall at 56 Taylor Avenue and rejecting Alternate #1. Also, authorize Mayor David R. Ruth, Jr. to sign the contract with CAI Construction. This will be paid out of the HP Capital Assets City Retaining Wall line item.

**Recommend Motion:** Recommend accepting CAI Construction's bid of \$225,000.00 and Alternate #2 for \$14,500.00 to reconstruct the retaining wall at 56 Taylor Avenue and rejecting Alternate #1. Also, authorize Mayor David R. Ruth, Jr. to sign the contract with CAI Construction. This will be paid out of the HP Capital Assets City Retaining Wall line item.

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND  
CAI CONSTRUCTION RE: 56 TAYLOR AVENUE RETAINING WALL**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and CAI CONSTRUCTION, with its principal place of business located at 515 South Main St., Lead, South Dakota 57754, hereinafter referred to as "CONTRACTOR;"

**WHEREAS**, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the removal and replacement of the retaining wall located at 56 Taylor Avenue in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and,

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which CONTRACTOR shall undertake and complete in a professional and workmanlike manner as set forth below;

**WHEREAS**, CITY has Albertson Engineering, Inc., 3202 West Main St. Suite C, Rapid City, SD 57702, as the "ARCHITECT" for all references herein; and

**WHEREAS**, the CITY has accepted the bid proposal from CONTRACTOR and provides compensation in an amount of Two Hundred Thirty Nine Thousand Five Hundred and 0/100 Dollars (\$239,500.00), for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 56 Taylor Avenue;
3. CONTRACTOR shall be responsible for all applicable permitting;

4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
6. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
7. CONTRACTOR shall be responsible for any damages to any utilities caused by his/her project operations;
8. Requirements for Performance Bonds, bid bonds, payment schedule, change order documentation and approval are responsibility of CONTRACTOR. Construction to be completed within 90 days of Notice to Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90 day limit in which construction is not completed.
9. CONTRACTOR shall salvage existing stone removed during construction, all existing stone not reinstalled shall be neatly stockpiled on site for CITY to pick up and take to their salvage yard;
10. All replaced sidewalk shall be 4" minimum depth with #4 rebar at 18" c.c. centered in slab.
11. All new stone veneer shall be supplied by CITY within 10 miles of Deadwood. CONTRACTOR responsible for delivering and installing veneer with appearance matching the lower tier existing wall to remain.
12. The Contract Documents consist of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully a part of the contract as if attached to this Agreement or repeated herein. The Contract Documents represent the entire and integrated Agreement between the parties and supersede prior negotiations, representations or agreements, either written or oral;
13. CONTRACTOR shall fully execute the work described in the Contract Documents;
14. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any,



which extend beyond final payment and the final certificate for payment has been issued by ARCHITECT;

15. CONTRACTOR shall abide by all bonding requirements set forth in the Contract Documents;
16. CONTRACTOR shall comply with the following miscellaneous provisions:
  - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
  - b. All work shall be done in a professional workmanlike manner;
  - c. All work will be subject to final inspection by Deadwood Public Works Director before acceptance;
  - d. All work is to be completed in accordance with existing building codes;
  - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
  - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
  - g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.
17. CONTRACTOR agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF DEADWOOD

By: \_\_\_\_\_  
Dave R. Ruth, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown  
City Finance Officer

State of South Dakota                    )  
  ) SS  
County of \_\_\_\_\_                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

CAI CONSTRUCTION

By: \_\_\_\_\_

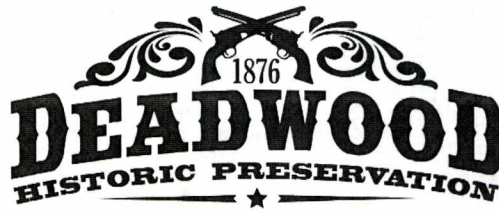
Its: \_\_\_\_\_

State of South Dakota       )  
  ) SS  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned officer, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of CAI CONSTRUCTION and acknowledged that he executed the same for the purposes therein contained.

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

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



## MEMORANDUM

---

**Date:** May 28, 2020  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 11 Van Buren Avenue (on Lincoln Avenue) City Retaining Wall

---

On May 18, 2020, bids for the reconstruction of the retaining wall at 11 Van Buren Avenue (on Lincoln Avenue) were opened at City Hall. Three bids were received. The apparent responsible low bidder was Eagle Construction in the amount of \$141,400.00. The engineer's estimate for this project is \$133,437.50.

Staff recommends proceeding with the project by entering into a contract with Eagle Construction to reconstruct the retaining wall at 11 Van Buren Avenue (on Lincoln Avenue) in the amount of \$141,400.00 and to allow Mayor David R. Ruth, Jr. to sign the contract with Eagle Construction. This will be paid out of the HP Capital Assets City Retaining Wall line item.

This project has been deemed a priority wall by City staff due to safety hazards from the listing of the wall and sinking of the adjacent sidewalk.

**Recommend Motion:** *To enter into a contract with Eagle Construction to reconstruct the retaining wall at 11 Van Buren Avenue (on Lincoln Avenue) in the amount of \$141,400.00 and to allow Mayor David R. Ruth, Jr. to sign the contract with Eagle. This will be paid out of the HP Capital Assets City Retaining Wall line item.*

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND  
EAGLE CONSTRUCTION RE: 11 VAN BUREN STREET RETAINING WALL**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and EAGLE CONSTRUCTION, with its principal place of business located at 2136 Marlin Dr. Suite 3, Rapid City, SD 57701, hereinafter referred to as "CONTRACTOR;"

**WHEREAS**, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the removal and replacement of the retaining wall located at 11 Van Buren Street in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and,

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which CONTRACTOR shall undertake and complete in a professional and workmanlike manner

**WHEREAS**, CITY has Albertson Engineering, Inc., 3202 West Main St. Suite C, Rapid City, SD 57702, as the "ARCHITECT" for all references herein; and

**WHEREAS**, the CITY has accepted the bid proposal from CONTRACTOR and provides compensation in an amount of One Hundred Forty One Thousand Four Hundred and 0/100 Dollars (\$141,400.00), for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 11 Van Buren Street;
3. CONTRACTOR shall be responsible for all applicable permitting;
4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;

5. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
6. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
7. CONTRACTOR shall be responsible for any damages to any utilities cause by his/her project operations;
8. Requirements for Performance Bonds, bid bonds, payment schedule, change order documentation and approval are responsibility of CONTRACTOR. Construction to be completed within 90 days of Notice of Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90 day limit in which construction is not completed.
9. CONTRACTOR shall salvage existing stone removed during construction, all existing stone not reinstalled shall be neatly stockpiled on site for CITY to pick up and take to their salvage yard;
10. All replaced sidewalk shall be 4" minimum depth with #4 rebar at 18" c.c. centered in slab.
11. All new stone veneer shall be supplied by CITY within 10 miles of Deadwood. CONTRACTOR responsible for delivering and installing veneer with appearance matching the lower tier existing wall to remain.
12. The Contract Documents consist of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The Contract Documents represent the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral;
13. CONTRACTOR shall fully execute the work described in the Contract Documents;
14. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by ARCHITECT;

15. CONTRACTOR shall abide by all bonding requirements set forth in the Contract Documents;
16. CONTRACTOR shall comply with the following miscellaneous provisions:
  - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
  - b. All work shall be done in a professional workmanlike manner;
  - c. All work will be subject to final inspection by Deadwood Public Works Director before acceptance;
  - d. All work is to be completed in accordance with existing building codes;
  - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
  - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
  - g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.
17. CONTRACTOR agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

By: Dave R. Ruth, Jr., Mayor

**Jessica McKeown**  
City Finance Officer

State of South Dakota )  
 ) SS  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.



EAGLE CONSTRUCTION

By: \_\_\_\_\_

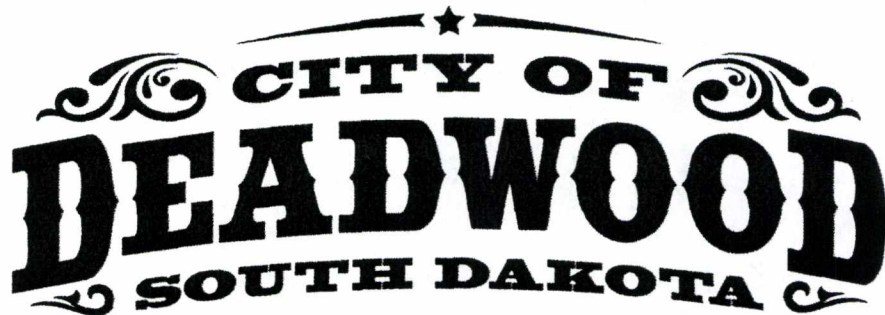
Its: \_\_\_\_\_

State of South Dakota       )  
  ) SS  
County of \_\_\_\_\_       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned officer, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of EAGLE CONSTRUCTION and acknowledged that he executed the same for the purposes therein contained.

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

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



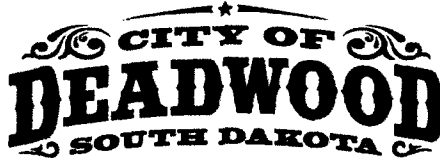
## Event Complex Rental and Use Agreement

**Event:** Lead Deadwood Girls Softball Tournament

**Date:** June 19-21, 2020

The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and assistance in the submittal of this application to the City. The Chamber can be contacted at the following address:

Deadwood Chamber of Commerce  
767 Main Street  
Deadwood, SD 57732  
605-578-1876



Outdoor Event Complex  
Deadwood, SD 57732

## Deadwood Event Complex Rental and Use Agreement

Event Name: Lead-Deadwood Girls Softball Fastpitch Tournament

**Contact Information:**

Name of Applicant: Amber Vogt

Business/Organization: Lead-Deadwood Girls Softball Association

Mailing Address: 62 1st St

City, State Zip: Lead, SD 57754

Business Phone: 605-580-1593

Cell Phone: same

Email Address: ldgirlssoftball@gmail.com

**Dates Event Complex requested:**

Set up Date(s): June 19

Hour(s): 4:00 pm

Event Date(s): June 19-21

Hour(s): 4-10 Fri; 7-10 Sat and 7-5 Sun

Clean-up Date(s): June 21

Hour(s): afterwards

Approximate number of people who will attend: 150

I am applying to use the:  
(Please check property requested)

- ☐ Ticket Booth
- ☐ Main Grandstand Concession
- ☐ Crow's Nest
- ☐ Main Grandstand Restrooms
- ☐ VIP Grandstand
- ☒ Baseball Field(s)
- ☒ Baseball Field Restrooms
- ☐ Arena and Corral Areas
- ☐ Venue Seating
- ☒ Parking Lots

**Office use Only**

Key #

Key #

Key #

Key #

Key #

Key #

Key #

## Deadwood Event Complex Rental and Use Agreement

**Renter Type:** ☐ For-Profit ☐ Private ☒ Non-Profit ☐ Government  
(Check One) *Categories above defined in the Complex Guidelines and Information Sheet*

**Rental Fees:**

	Event Complex Facilities	Parking Lots	Baseball Fields
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	500 / Day	\$500 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

**Ticketed Events:**

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge established by resolution in the amount of \$1.00 per ticket sold. **The City Of Deadwood reserves the right to apply the rental Fee regardless of any application for the use of the ticket surcharge in lieu of rental fees.**

**Rental Fees subject to change.**

**Damage Deposit (Refundable):** \$500 minimum (no alcohol) or \$1,000 minimum (serving alcohol)

**Key Deposit (One Key or All Keys) (Refundable):** \$100.00

*Please read the Use Guidelines for cancellation and reservation policies.*

**Fees**

**Refundable Deposits**

Event Complex Facilities \$ \_\_\_\_\_ Key Deposit \$ \_\_\_\_\_

Parking Lots \$ \_\_\_\_\_ Cleaning/Damage Deposit \$ 500.00

Baseball Fields \$ \_\_\_\_\_

**Total Fees** \$ \_\_\_\_\_ **Total Deposits** \$ \_\_\_\_\_

**Please write separate checks to the City of Deadwood (one check for event and one check for deposits)**

Organization: Lead-Deadwood Girls Softball Association

Name: Amber Vogt

Title: Treasurer

Signature: Amber Vogt

Date: 5/26/20

**For Office Use Only:**

Date Fees Received \_\_\_\_\_ Total(s): \_\_\_\_\_

City Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

2900 Alumax Road  
Yankton, SD 57078  
USA

Quote Number: 542020  
Quote Date: May 4, 2020  
Page: 1

City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732

[illegible]

10c

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](mailto:kevin@cityofdeadwood.com)

## MEMORANDUM

---

**Date:** May 27, 2020  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Mt. Moriah Cemetery Design Work

---

Mt. Moriah Cemetery is an important historic resource and attraction for Deadwood. The cemetery is a very popular tourist destination with visitors from all over the United States and around the world. Due to the elements over the years, Wild Bill Hickok and Calamity Jane's gravesites along with the public viewing areas are in need of repairs and improvements.

Preservation and maintenance of the historic cemeteries is truly an ongoing, never-ending project which includes repairing monuments, stonework, ironwork, retaining walls, erosion control issues, and other critical elements to as determined throughout the seasons.

Tallgrass Landscape Architecture, LLC submitted a proposal for \$26,725.00 which includes a multi-year, phased design approach with each phase concentrating on specific types of specialties. Mike Bender now with Tallgrass Landscape Architecture is very knowledgeable and understands the needs for projects related to the cemetery as he was the lead Landscape Architect on the original restoration of both Mt. Moriah and St. Ambrose Cemeteries.

As Sexton of Historic Cemeteries, I am request permission to enter into a contract with Tallgrass Landscape Architecture, LLC to provide a multi-year, phased design approach with each phase concentrating on specific types of specialties for Mt. Moriah Cemetery in the amount of \$26,725.00 to be paid from Historic Cemeteries Enterprise Funds. For the first time in years, this fund projected a balanced budget to allow for necessary repairs needed from deferred maintenance.

**Recommend Motion:** *To enter into a contract with Tallgrass Landscape Architecture, LLC to provide a multi-year, phased design approach with each phase concentrating on specific types of specialties for Mt. Moriah Cemetery in the amount of \$26,725.00 to be paid from Historic Cemeteries Enterprise Funds.*



413 North 4<sup>th</sup> Street  
Custer, SD 57730  
605.673.3167

[info@tallgrasslandscapearchitecture.com](mailto:info@tallgrasslandscapearchitecture.com)  
[www.tallgrasslandscapearchitecture.com](http://www.tallgrasslandscapearchitecture.com)

## Proposal for Services

**Project: 2020-018 Mt. Moriah Cemetery Preservation Projects**

**Date: May 14, 2020**

Kevin Kuchenbecker  
Historic Preservation Officer  
**Department of Planning, Zoning & Historic Preservation**  
**City of Deadwood**  
108 Sherman St.  
Deadwood, SD 57732

**RE: Fee Proposal for Professional Design Services**

Dear Kevin,

Thank you for the opportunity to submit this proposal to assist with the continued preservation efforts of Mount Moriah Cemetery. This is such an important historic resource and we are grateful to help the City of Deadwood on this project.

From our conversations we understand that you would like us to provide a multi-year, phased design approach with each phase concentrating on specific types of specialties. This will help manage the project efficiently and minimize the number of contractors needed on that site at one time. Tallgrass Landscape Architecture has extensive experience in providing phased construction plans over several years and has specific knowledge and experience providing the services needed at Mount Moriah Cemetery. We have an intimate knowledge of the cemetery and the needs for projects related to Deadwood.

Our proposed Scope includes the following:

- 1. Project 1 – Wild Bill Hickock & Calamity Jane Gravesites and Public Viewing Area Repairs (Priority 1 Project)**
  - a. Perform an overall site assessment of the proposed project limits with detailed notes for repair needs, photographs, and field measurements.
  - b. Bidding Documents for repairing stonework, ironwork, and erosion control issues on and near the James Butler Hickok and Martha Jane Burke gravesites.
    - 1) Provide general plans, details (11x17 or 8½ x11 format)
    - 2) Provide front end and technical specifications
    - 3) Provide an Opinion of Probable Costs
  - c. Bid Period Services:
    - 1) Assist the City in advertising and bidding the project
    - 2) Prepare the advertisement for bidding
    - 3) Field contractor questions during bid period
    - 4) Prepare and issue addenda

**Tallgrass Proposal for Design Services/  
Mt. Moriah Cemetery Preservation Projects**

- 5) Conduct pre-bid meeting
  - 6) Review bids for accuracy/informalities
  - 7) Provide award recommendation to City of Deadwood.
  - d. Construction Period Services
    - 1) Shop Drawing & Product Data Review/Action
    - 2) Perform two (2) Site Observations during construction activities.
    - 3) Provide site observation reports for each visit.
    - 4) Provide responses to RFI's as needed during construction for work included in design scope.
    - 5) Provide items/descriptions for Proposal Requests/Change Orders.
    - 6) Applications for Payment Review (2 anticipated)
    - 7) Final Acceptance Review Meeting (1 site visit)
- 2. Project 2A – Overall Assessment and Development of Priorities**
- a. Perform an overall site assessment of the cemetery to determine overall needs to monuments, retaining walls, erosion control and other critical elements for the continued preservation of the cemetery. Develop a report outlining the items where preservation is needed and the general requirements.
  - b. Work with City Staff to determine priority projects for next three (3) years (2021-2023).
- 3. Project 2B – Project Bidding Documents for 2021 Priority Preservation Project.**
- 1) Provide general plans, details (11x17 or 8½ x11 format)
  - 2) Provide front end and technical specifications
  - 3) Provide an Opinion of Probable Costs
  - a. Bid Period Services for Priority Project:
    - 1) Assist the City in advertising and bidding the project
    - 2) Prepare the advertisement for bidding
    - 3) Field contractor questions during bid period
    - 4) Prepare and issue addenda
    - 5) Conduct pre-bid meeting
    - 6) Review bids for accuracy/informalities
    - 7) Provide award recommendation to City of Deadwood.
  - b. Construction Period Services: The construction period services/fees will be negotiated at the end of the bidding period for Project 2 and will depend on what the City of Deadwood anticipates its needs to be during the Summer of 2021 for oversight by Tallgrass Landscape Architecture. These services will generally include:
    - 1) Shop Drawing & Product Data Review/Action
    - 2) Perform Observations during construction activities. (number of visits to be determined)
    - 3) Provide site observation reports for each visit.
    - 4) Provide responses to RFI's as needed during construction for work included in design scope.
    - 5) Provide items/descriptions for Proposal Requests/Change Orders.
    - 6) Applications for Payment Review.
    - 7) Final Acceptance Review Meeting.



**Tallgrass Proposal for Design Services**  
**Mt. Moriah Cemetery Preservation Projects**

4. **Future Projects:** Future projects will be based on the priorities developed during the assessment and determined by City Staff. Tallgrass will negotiate design fees prior to the beginning of each design phase to cover design through construction administration for each future project in Fall of 2021 and each subsequent year a project is planned and funded.

**Owner Responsibilities**

To adequately support the completion of the project scope, Owner or Prime Consultant shall:

- Provide base available base information for areas of design.
- Provide timely reviews/comments of design documents.
- Inform landscape architect of known issues, conditions which need to be addressed during construction.
- Provide decisions to changes of work in a timely manner to keep project on track.

**Proposed Approximate Schedule:**

Fee/Contract Approval:	May 26, 2020
Project 1 Design:	June 1 – June 25, 2020
Project 1 Bidding Period:	June 26 – July 12, 2020
Project 1 Bid Opening:	July 15, 2020
Project 1 Construction Period:	July 16 – September 30, 2020
 Project 2A Assessment/Field Work:	 August - September 2020
Project 2B Design Documents:	October-December 2020
Project 2B Bid Period:	January 2021
Project 2B Bid Opening:	Early February 2021
Project 2B Construction Period:	Summer 2021

Subsequent Projects will follow a schedule similar to the Project 2 outline.

**Compensation:**

Based upon our understanding of the project, our proposed total Lump Sum is noted below. Modifications to the scope or modifications to the schedule that significantly impact the working schedule and effort to complete the work may require modifications to the fee.

Project 1 Design/Bidding	\$10,530.00
Project 1 Construction Period Services	\$3,510.00
Project 2A Assessment/Priority Development	\$2,080.00
<u>Project 2B Design/Bidding</u>	<u>\$10,605.00</u>
<b>Total Fees This Contract</b>	<b>\$26,725.00</b>
 Project 2B Construction Period Services	 to be negotiated
Future Projects	to be negotiated

No printing costs are included in this proposal. These will be invoiced at actual costs.

Our proposed fees are based upon our hourly rates which are as follows:

Senior Landscape Architect	\$130.00
Landscape Architect in training	\$75.00

**Tallgrass Proposal for Design Services  
Mt. Moriah Cemetery Preservation Projects**

**Billing:**

Tallgrass Landscape Architecture, LLC bills at the end of each month.

We are excited to work with you on this project that will benefit the City of Deadwood and continue to preserve this valuable historic resource.

Thanks again!



Tanya Olson, PLA

**Tallgrass Landscape Architecture, LLC**

413 North 4<sup>th</sup> Street, Custer, SD 57730 | office 605-673-3167 | cell 605-440-2254

[tanya@tallgrasslandscapearchitecture.com](mailto:tanya@tallgrasslandscapearchitecture.com)

**Authorization to Proceed with the Work Proscribed Herein**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Services not in contract**

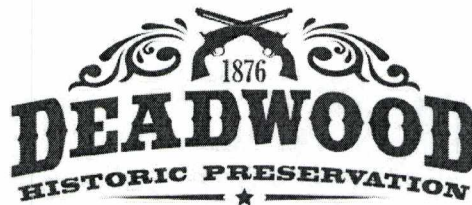
**Additional Services (Not in this contract)**

1. The following services are not part of this contract.
  - a. Land Surveying.
  - b. Detailed project scheduling (critical path, milestone completion dates, or other methods)
  - c. Geotechnical studies or reports.
  - d. Structural engineering services.
  - e. Archeological investigations or monitoring.
  - f. Special studies or reports.
  - g. Warranty review(s)

If needed, these services may be negotiated later.

10D

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  
kevin@cityofdeadwood.com

## MEMORANDUM

---

**Date:** May 21, 2020  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** 562 Williams Retaining Wall – Change Order #1

---

RCS Construction has responded to the Proposal Request from Albertson Engineering, Inc. for the following Description of work:

- raise grade of the backyard
- Addition of strip footing along most of back of house
- Addition of 8" concrete retaining wall along most of back of house
- Addition of approximately 3'-0" of site fill behind house
- Addition of gutter pan south side of house (this item is requested to be proposed as its own line item)
- Removal of bottom row of redi-rock blocks along entire wall
- Removal of under slab drain and reduction of required clean rock for project

A copy of the Proposal Request is attached which was a result of unknown conditions to the rock stratigraphy, depths and formation. The raising the grade and the addition of the gutter pan are required to properly direct the drainage away from the house as a result of the rock conditions.

Change Order #1 is in the amount of amount of \$4,855.00 for work raising the grade of the backyard and \$1,530.00 for addition of gutter pan, to be paid by the owners, bringing the total contract to \$99,985.00.

Staff and the design professional have reviewed the request as submitted. While this office does not desire Change Proposals, staff does agree with the need of the scope of work and therefore, recommends approval of the change proposal.



May 19, 2020

Albertson Engineering, Inc.  
Jared Schippers, PE  
3202 W. Main Street  
Rapid City, SD 57702

RE: 562 Williams Street  
*Change Proposal #01 – Revised Sheet S2*

Dear Jared,

Enclosed, please find our proposal cost summary per the revised plan sheet S2 provided. Redi-rock block for this project has already been hauled to the site. I have given a credit for installing the blocks but the extra block can be turned over to the City of Deadwood at completion of the project. I have also included a credit for the drainage piping.

No other work is assumed to be included with this proposal other than what is stated on our cost summary form. We are not requesting any additional days for this proposal at this time but reserve the right to should delays in approval or otherwise arise.

Please advise if you wish to accept this proposal as per the attached and should you have any questions, or require further information, please do not hesitate to contact our office.

Kind Regards,

*Josiah Scull*  
Josiah Scull  
Project Manager  
R.C.S. Construction, Inc.

CC: File



Safety • Quality • Communication • Timeliness

P.O. Box 9337 • Rapid City, SD 57709-9337  
Phone (605) 342-3787 • Fax (605) 348-4041  
[www.rcsconst.com](http://www.rcsconst.com)



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## PROPOSAL REQUEST

---

**PROJECT:**

562 Williams St  
Deadwood, South Dakota

**PROPOSAL REQUEST NO.: 1****DATE:** May 15, 2020**OWNER:**

City of Deadwood  
Deadwood, South Dakota

**CONTRACT FOR:****AEI PROJECT NO. : 2019-029****TO CONTRACTOR:**

RCS Construction  
2400 Commerce Road  
Rapid City, SD 57702

**ENGINEER:**

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

---

Please submit an itemized proposal for changes in the contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal or notify the Engineer in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

---

**Description:**

Description of work involves raising grade of the backyard, which includes the following work:

- Addition of strip footing along most of back of house
- Addition of 8" concrete retaining wall along most of back of house
- Addition of approximately 3'-0" of site fill behind house
- Addition of gutter pan south side of house (this item is requested to be proposed as its own line item)
- Removal of bottom row of redi-rock blocks along entire wall
- Removal of under slab drain and reduction of required clean rock for project

Lump sum proposal for work described above (gutter pan excluded):

Four Thousand Eight Hundred Fifty-Five (\$ 4,855.00 )

Lump sum proposal for gutter pan: \$ One Thousand Five Hundred Thirty (\$ 1,530.00 )

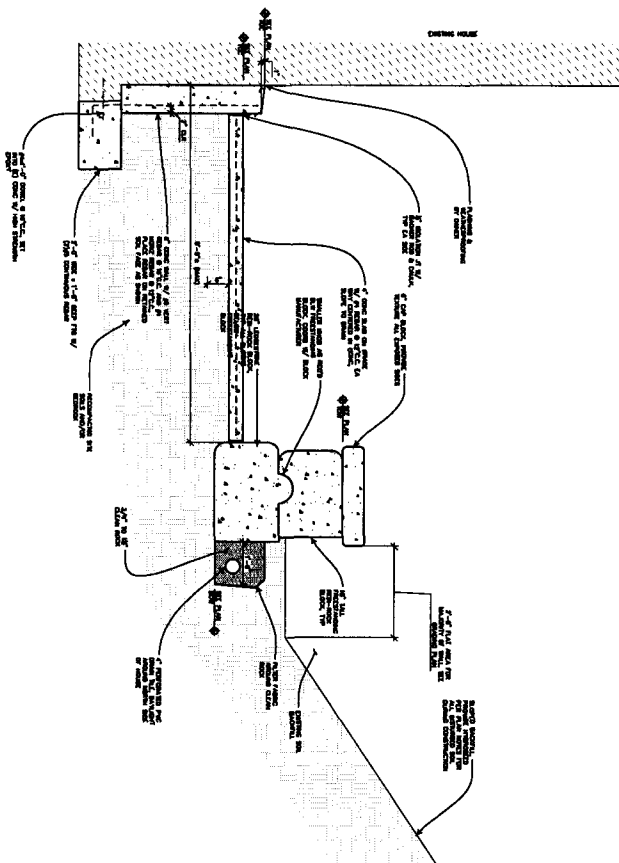
See attached Sheet S2 with RFP 1 Revisions.

**REQUESTED BY:**

Jared Schippers, PE  
Albertson Engineering, Inc.

# TYPICAL RETAINING WALL SECTION

SCALE: 3/4" = 1'-0"

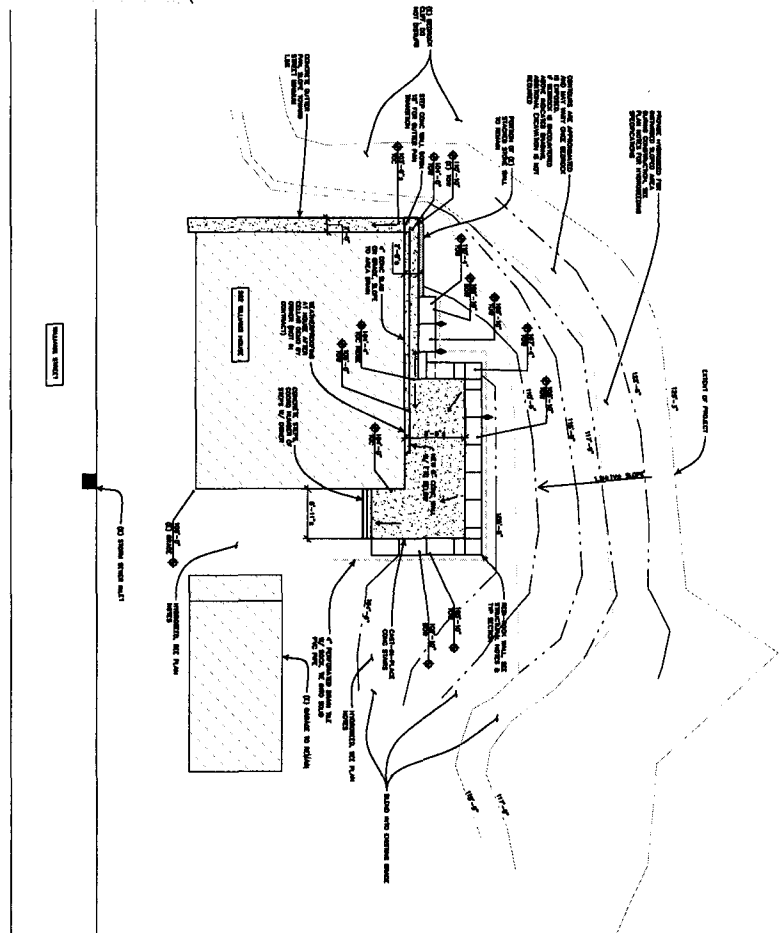


THIS ENTIRE SHEET HAS BEEN  
RE-ISSUED AS PART OF PROPOSAL  
REQUEST #1 DATED MAY 15, 2020

## NEW SITE PLAN

SCALE: 1/8" = 1'-0"

N



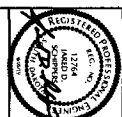
### NEW CONSTRUCTION PLAN NOTES

1. THE WALL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RAPID CITY, SOUTH DAKOTA, STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
2. THE WALL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RAPID CITY, SOUTH DAKOTA, STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
3. THE WALL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RAPID CITY, SOUTH DAKOTA, STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
4. THE WALL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RAPID CITY, SOUTH DAKOTA, STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
5. THE WALL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RAPID CITY, SOUTH DAKOTA, STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
6. THE WALL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RAPID CITY, SOUTH DAKOTA, STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
7. THE WALL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RAPID CITY, SOUTH DAKOTA, STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
8. THE WALL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RAPID CITY, SOUTH DAKOTA, STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
9. THE WALL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RAPID CITY, SOUTH DAKOTA, STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
10. THE WALL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RAPID CITY, SOUTH DAKOTA, STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.

S2

3202 W. MAIN, SUITE C  
RAPID CITY, SOUTH DAKOTA 57702  
605.343.9606  
Albertson Engineering Inc.

15-15-2020			
2019-029			



562 WILLIAMS STREET RETAINING WALL  
DEADWOOD, SOUTH DAKOTA

DATE: 08-05-2019 DRAWN BY: JDS SHEET NO.: NEW SITE PLAN & TYPICAL RETAINING WALL SECTION

10E

# R.C.S. Construction, Inc.

P. O. Box 9337  
Rapid City, SD 57709  
605.342.3787 fax 605.348.4041

Invoice No. **202018.1**

## INVOICE

### Customer

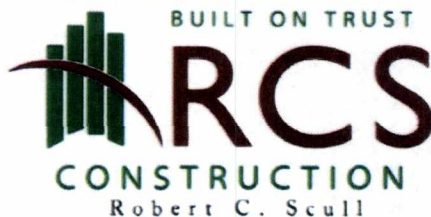
Name **30 Adams St - Kevin Kuchenbecker**  
Address \_\_\_\_\_  
City **Deadwood** State **SD** ZIP **57732**  
Email [kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com) Phone: \_\_\_\_\_

Date **5/29/2020**  
Project No. **202018**  
Project **30 Adams St**  
Emergency Rep \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
	<b>30 Adams St / Pay Application #1 - Work Completed through Tuesday May 26, 2020</b>		
1	Mobilization	\$3,000.00	\$3,000.00
1	Labor	\$15,692.50	\$15,692.50
1	Equipment	\$21,110.00	\$21,110.00
1	Materials - Estimated to date	\$6,150.00	\$6,150.00

	Subtotal	\$45,952.50
Taxes	South Dakota	\$0.00
	Excise Tax	\$937.89
	<b>TOTAL</b>	<b>\$46,890.39</b>

*Thank you for your business.*



Office Use Only

**Please remit within 30 days.**

The Name You Can Trust

### **30 Adams Street Emergency Repair: Labor**

[illegible]



### **30 Adams Street Emergency Repair: Equipment**

[illegible]



**Albertson Engineering Inc.**

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

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

May 7, 2020

*Structural Engineer (SER):*

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

City of Deadwood  
108 Sherman Street  
Deadwood, SD 57785

Project Name:  
Project Location:  
SER Project #:

Whitewood Creek Restoration  
Deadwood, SD 57732  
2020-362

**PROJECT DESCRIPTION**

As stated in the Proposal for Professional Design Services (Exhibit C) to City of Deadwood dated April 30, 2020. Entirety of project scope includes the services for five individual projects. Services for "Project 3" are limited to the Investigative Study only as defined in Exhibit C.

**SCOPE OF SERVICES**

The project scope is outlined in the Proposal for Professional Design Services (Exhibit C). Exhibit C is attached for scope of work reference only and any terms or conditions noted shall be overridden by the terms and conditions noted in the contract text, Exhibit A and Exhibit B in locations where conflicts occur.

The Professional Design Services to be provided are described in the Summary of Services (Exhibit A), Terms and Conditions (Exhibit B) and Proposal for Professional Design Services (Exhibit C). This agreement does not include services for Project Peer Review, Special Inspections, or Fast Track Design and Construction.

**ENGINEERING CHARGES**

Overall compensation for our services shall be a lump sum of three hundred two thousand three hundred sixty seven dollars and 10 cents (\$302,367.10) plus all applicable taxes and reimbursable expenses.

**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  
605-274-0880

**Winner**

202 South Main  
Winner, SD 57580  
605-343-6906

Design fees will be broken up per project as the following:

**Project 1** – Creek Restoration along Parking Lot between Powerhouse Park and City Hall

1. A lump sum fee of one hundred twenty two thousand six hundred thirty four dollars and thirty cents (\$122,634.30) plus all applicable taxes and reimbursable expenses. Breakdown of phases is as follows:

a. Construction Documents	\$ 95,675.50
b. Bidding	\$ 6,791.00
c. <u>Construction Administration</u>	<u>\$ 20,167.80</u>
d. TOTAL	<b>\$122,634.30</b>

**Project 2A** – Creek Restoration directly upstream Powerhouse Park – North Bank

1. 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. Breakdown of phases is as follows:

a. Construction Documents	\$25,497.50
b. Bidding	\$ 2,928.50
c. <u>Construction Administration</u>	<u>\$ 9,153.00</u>
d. TOTAL	<b>\$37,578.50</b>

**Project 2B** – Creek Restoration directly upstream Powerhouse Park – South Bank

1. 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. Breakdown of phases is as follows:

a. Construction Documents	\$55,198.00
b. Bidding	\$ 6,010.00
c. <u>Construction Administration</u>	<u>\$17,967.30</u>
d. TOTAL	<b>\$79,175.30</b>

**Project 3** – Creek Restoration by Comfort Inn & Suites (Investigative Study only)

1. A lump sum fee of eleven thousand fifty five dollars (\$11,055) plus all applicable taxes and reimbursable expenses. Breakdown of phases is as follows:
  - a. Investigative Study \$11,055



b. Construction Documents	Not Included
c. Bidding	Not Included
d. <u>Construction Administration</u>	<u>Not Included</u>
<b>e. TOTAL</b>	<b>\$11,055</b>

**Project 4** – New Grizzly Structure near HWY 385 and HWY 85 Intersection

1. A lump sum fee of fifty one thousand nine hundred twenty four (\$51,924) plus all applicable taxes and reimbursable expenses. Breakdown of phases is as follows:

a. Construction Documents	\$37,725
b. Bidding	\$ 3,315
c. <u>Construction Administration</u>	<u>\$10,884</u>
<b>d. TOTAL</b>	<b>\$51,924</b>

Additional Services, if requested, shall be charged at the Structural Engineer of Record's (SER) then current standard hourly rates. The SER's current standard hourly rate schedule is:

Senior Principal	\$185/hr
Principal	\$165/hr
Senior Engineer	\$165/hr
Project Engineer	\$135/hr
Professional Engineer	\$125/hr
EIT	\$105/hr
BIM Technician II	\$105/hr
BIM Technician I	\$85/hr
Engineering Intern	\$70/hr
Clerical	\$50/hr

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

**REIMBURSABLE EXPENSES**

1. Reimbursable expenses (e.g., mileage, postage, copying) as described in the Terms and Conditions shall be billed as a multiple of 1.0 times the cost incurred plus any applicable taxes. Subconsultant expenses shall be billed as a multiple of 1.1 times the cost incurred plus any applicable taxes.

**ADDITIONAL PROVISIONS**

If Basic Services covered by this Agreement have not been completed within 18 months of the date hereof, through no fault of the Structural Engineer(SER), the amounts of compensation



set forth in this Agreement shall be equitably adjusted.

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

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

#### **AUTHORIZED ACCEPTANCE**

by Structural Engineer  
of Record (SER)



\_\_\_\_\_  
Signature

Mike Albertson, President  
Print Name and Title

May 7, 2020  
Date

by Owner

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date



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

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



Albertson Engineering Inc.

## EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the letter of agreement dated 5-7-2020 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood(Owner).

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

Basic Services	Included	Not Included	Remarks
<b>PROJECT DEVELOPMENT PHASE</b>			
1. Define Scope of Structural Services	X		
2. Assist in Development of Schedule	X		
3. Assist in Determining Channels of Communication	X		
4. Assist in Determining Responsibility for Dimensions	X		
5. Assist in Determining Drawing Standards and Specification Format	X		
6. Assist in Determining Number of Meetings and Number of Site Visits	X		
7. Negotiate Fees and Payment Schedule	X		
8. Execute Contract	X		
9. Provide Investigative Study of Peck's Gulch (Project 3 only)	X		
<b>SCHEMATIC DESIGN PHASE</b>			
1. Attend Meetings		X	



Basic Services ( <i>continued</i> )	Included	Not Included	Remarks
2. Establish Structural Design Criteria		X	
3. Prepare Studies of Alternative Structural Systems		X	
4. Assist in Selection of Structural System		X	
5. Provide Structural Criteria for Geotechnical Consultant		X	
6. Assist in Determining Need for Special Studies		X	
<b>DESIGN DEVELOPMENT PHASE</b>		X	
1. Attend Meetings			
2. Prepare Preliminary Foundation Drawings		X	
3. Prepare Preliminary Structural Design Calculations for Typical Elements		X	
4. Prepare Preliminary Framing Layout Drawings		X	
5. Prepare Typical Detail Sheets		X	
6. Identify Pre-Engineered Structural Elements		X	
7. Prepare or Edit Outline Specifications for Structural Items		X	
8. Assist Preparing Preliminary Opinion of Cost of Construction		X	
9. Review Results of Special Studies		X	
10. Coordinate Structural Design with Special Design Criteria		X	

Basic Services (continued)	Included	Not Included	Remarks
11. Submit Design Development Documentation for Approval		X	
<b>CONTRACT DOCUMENTS PHASE (Excludes Project 3)</b>	X		
1. Prepare Structural Design of Primary Structural Systems			
2. Designate Elements to be designed by Specialty Engineers, and Specify Structural Criteria for Specialty Engineers Design of Pre-Engineered Structural Elements.		X	N/A for project
3. Review Effect of Secondary or Non-Structural Elements Attached to Primary Structural System		X	
4. Attend Meetings	X		Max. of 3 for Project 1. Max of 2 for Projects 2A, 2B, 3, and 4
5. Assist in Coordination with Building Code Officials	X		
6. Complete Structural Calculations	X		
7. Complete Structural, Civil, and Landscape Architectural Drawings. Complete Geotechnical Exploration.	X		
8. Prepare or Edit Specifications for the Primary Structural System (on drawings). Prepare front end specification including Construction Contracts.	X		
9. Assist in Establishing Testing and Inspection Requirements	X		
10. Perform Checking and Coordination of the Structural Documents	X		
11. Manage sub-consultants as described in Exhibit C.	X		
<b>CONSTRUCTION ADMINISTRATION PHASE</b>			
1. Bidding and Award	X		
a. Assist Evaluating Bidder's Qualifications			
b. Provide Addenda and Clarifications	X		



Basic Services (continued)	Included	Not Included	Remarks
c. Attend Pre-bid Meeting	X		
d. Assist in Bid Evaluation	X		
2. Pre-Construction Services	X		
a. Attend Meetings			
b. Assist in Establishing Communications Procedures	X		
c. Assist in Establishing Procedures for Testing and Inspections	X		
d. Assist in Confirming Submittal Procedures	X		
e. Assist in Selection of Testing Agency	X		
f. Advise Client and Contractor Which Structural Elements Require Construction Observation by SER	X		
g. Respond to Building Department and Peer Reviewer Comments	X		
3. Submittal Review			
a. Review Specified Submittals for Items Designed by SER	X		
b. Review Submittals for Pre-Engineered Structural Elements			
c. Process submittals prepared by Albertson Engineering sub-consultants			
4. Site Visits			
a. Make Site Visits at Intervals Appropriate to the Stage of Construction	X		
b. Prepare Site Visit Reports			
c. Attend construction progress meetings (bi-weekly)			
5. Materials Testing and Inspection			
a. Review Testing and Inspection Reports, and initiate appropriate action to those reports, if needed	X		

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

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

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

This is an exhibit attached to and made a part of the agreement dated 9-7-11 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

### **Section I - General**

#### **1.1 This Agreement**

- 1.1.1 These Terms and Conditions, along with the Agreement, and Exhibit A - Summary of Services, form the Agreement as if they were part of one and the same document. Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of the Structural Engineer of Record (SER).
- 1.1.2 The Agreement and Exhibit A may limit or negate the applicability of these Terms and Conditions. Such limitation shall take precedence over provisions of this Exhibit.
- 1.1.3 If a Prime Design Professional (as defined below) is also engaged by the Owner to participate in this project, then that Prime Design Professional shall be responsible for determining and interpreting the needs of the Owner, and for coordinating the work of the SER and other members of the design team.

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

- 1.2.1 Albertson Engineering Inc., hereinafter referred to as the Structural Engineer of Record (SER), shall perform those professional structural engineering services as specified in Exhibit A and detailed in these Terms and Conditions. In rendering these services, the SER shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered.



## **Albertson Engineering Inc.**

- 1.2.2 The Owner shall verify that the contemplated project will be financed adequately, including provisions for contingencies, to accomplish the stated and desired goals and commitments.
- 1.2.3 The Owner shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include an authorization to proceed to the next phase.
- 1.2.4 The SER shall recommend that the Owner obtain those geotechnical investigations, property surveys, reports and other data necessary for performance of the SER's services.
- 1.2.5 The SER shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project.
- 1.2.6 The SER shall submit, or coordinate with the Prime Design Professional to submit, to the Owner a timely schedule for the performance of the SER's services, to the degree possible consistent with the SER's requirements for skill and care as well as the Owner's desired goals and commitments.
- 1.2.7 The Owner shall provide to the SER reports of geotechnical investigations, property surveys, and other reports and data requested, as well as any previous reports or other data relative to the Project.
- 1.2.8 The Owner shall coordinate, or arrange for coordination through the Prime Design Professional, the services of the design team to minimize conflicts or misunderstandings.

#### **1.3 Definitions**

- 1.3.1 Prime Design Professional is the leader of the design team charged with the design of a new or remodeled facility, either an architect or an engineer. The Prime Design Professional is responsible for determining and interpreting the

needs of the Client and for coordinating the work of the other members of the design team.

- 1.3.2 Primary Structural System is the completed combination of elements, which serve to support the Building's self weight, the applicable live load (which is based upon the occupancy and use of the spaces), the environmental loads such as wind and thermal, plus the seismic loading. Curtain wall members, non-loadbearing walls or exterior facade are examples of items, which are not part of the Primary Structural System.

- 1.3.3 Pre-Engineered Structural Elements are structural elements, which are specified by the SER but may be designed by a Specialty Engineer. These elements are normally fabricated off-site, may require specialized equipment not usually available at the job site or could require a proprietary process. The SER shall specify the design criteria including the incorporation of the Pre-Engineered Structural Elements into the structure.

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

- a. Open web steel joists and joist girders.
  - b. Wood trusses.
  - c. Combination wood and metal, and plywood joists.
  - d. Precast concrete elements.
  - e. Prefabricated wood or metal buildings.
  - f. Tilt-up concrete panel reinforcement and hardware required for lifting to position.
- 1.3.4 Specialty Engineer is an engineer who is legally responsible for sealing plans and designs for Pre-Engineered Structural Elements, which become part of the building. The Specialty Engineer is usually retained by a supplier or subcontractor who is responsible for the design, fabrication and (sometimes) installation of engineered elements.
- 1.3.5 Secondary Structural Elements are elements that are structurally significant for the function they serve but do not contribute to the strength or stability of the primary structure. Examples may include but not be limited to: support beams above the primary roof structure which carry a chiller, elevator support rails and beams, retaining walls independent of the primary building, and flagpole or light pole foundations.
- 1.3.6 Non-Structural Elements are elements of a structure that are not primary or secondary structural elements. Items in this category could be exterior curtain walls and cladding, non-bearing partitions, stair railings, etc.
- 1.3.7 Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project

such as, but not limited to, transportation, meals and lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional services sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.

- 1.3.8 Fast Track Projects are projects in which any portion of the contract drawings are released for pricing/ bid/fabrication, or are submitted for building permit prior to such issuance of full design team documents.

## **Section 2 - Basic Services**

### **2.1 General**

- 2.1.1 The Basic Services of the SER shall include the analysis of, design of, preparation of drawings and specifications for; review of structural submittals related to; and construction observation of the Primary Structural System, as designated in Exhibit A.
- 2.1.2 Provide Structural criteria for Pre-Engineered Structural Elements, if required by Exhibit A. This includes the type of element, position within the structure, connection to the Primary Structural System, the loading and deflection criteria, and the required shop drawing and calculation submittal requirements
- 2.1.3 Review the effect of Secondary and Non-Structural elements on the Primary Structural System and design the Primary Structural System to accept and support such items. The contract documents shall provide information regarding the supporting capability and physical attachment limitations of the Primary Structural System. Where Exhibit A-Summary of Services includes secondary and non-structural elements to be reviewed by the SER, the SER shall be entitled to rely on the accuracy and completeness of information furnished by the Owner and Prime Design Professional.
- 2.1.4 Submittal Review:
- Review specified Submittals pertaining to items designed by the SER. Determine whether Submittals have received prior approvals as required by the Contract Documents. Review of Submittals shall be for general conformance with the information given and design concept expressed in the Structural Contract Documents.
- Review submittals pertaining to Pre-Engineered Structural Elements specified by the SER and designed by Specialty Engineers. Determine whether Submittals have received prior approvals as required by the Contract Documents. Determine whether Submittals bear the signature and professional seal of the Specialty Engineer responsible for the design as required by the

Contract Documents. Review of Pre-Engineered Structural Elements shall be for type, position, and connection to other elements within the Primary Structural System, and for criteria and loads used for their design. Review shall include determination that structural elements necessary for a stable structure will be provided.

#### 2.1.5 Construction Observation:

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

Prepare construction observation reports.

### Section 3 - Additional Services

#### 3.1 General

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

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

- 1) Services related to Non-Structural Elements and their attachments, such as:
  - a. Exterior cladding systems.
  - b. Interior architectural systems.
  - c. Window washing systems and tie downs.
  - d. Antennas and flagpoles.
  - e. Mechanical, electrical and plumbing equipment, storage tanks, cooling towers and underground vaults.
  - f. Mechanisms and guide systems for elevators, escalators, other conveyor systems and associated operating equipment.
  - g. Ladders, handrails, railings, grills, screens and signs.
- 2) Services related to Secondary Structural Elements and their attachments, such as:
  - a. Site-work elements not part of the Building Structural System, such as retaining walls, culverts, bridges, etc; as well as support for landscape furnishing such as flagpoles, lighting poles, benches, fountains, pools, signs, etc.
  - b. Stairs.
- 3) Tenant-related design services.
- 4) Services related to special dynamic analyses such as spectrum or time-history response to seismic forces,

or floor-response analysis for footfall or vibratory equipment.

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

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

Examples include, but are not limited to:

- 1) Services resulting from changes in scope or magnitude of the project as described and agreed to under the Basic Services Agreement.
- 2) Services resulting from changes necessary because of a construction cost over-run, which is outside the control of the SER.
- 3) Services resulting from revisions, which are

inconsistent with approvals or instructions previously given by the Client.

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

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

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

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

### **4.2 Payments on Account**

- 4.2.1 Invoices for the SER's services shall be submitted, at the SER's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.
- 4.2.2 Retainers, if applicable to this Project, shall be credited to the final invoice(s).

- 4.2.3 Any inquiry or questions concerning the substance or content of an invoice shall be made to the SER in writing within 10 days of receipt of the invoice. A failure to notify the SER within this period shall constitute acknowledgement that the service has been provided.

## **4.3 Late Payments**

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

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

### **5.1 Insurance**

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

### **5.2 Indemnifications**

- 5.2.1 The Owner shall indemnify and hold harmless the SER and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense are caused in whole or in part by the negligent act or omission and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except the SER) or anyone for whose acts any of them may be liable.
- 5.2.2 The SER shall indemnify and hold harmless the Owner and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omission by the SER in performance of its services under this Agreement, subject to the provisions in the paragraph below on Risk Allocation.
- 5.2.3 The Owner shall indemnify and hold harmless the SER and all of its personnel, from and against any

and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at the site.

## **Section 6 - Miscellaneous Provisions**

### **6.1 Reuse of Documents**

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

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

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

### **6.3 Hidden Conditions**

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

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

- 6.4.1 This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- 6.4.2 The Owner and the SER each binds himself or herself, partners, successors, executors, administrators, assigns and legal representative to the other party of this Agreement and to the

partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.

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

- 6.4.4 The SER and Owner agree that the services performed by the SER pursuant to this Agreement are solely for the benefit of the Owner and are not intended by either the SER or the Owner to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Owner and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by the SER pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this contract.

### **6.5 Disputes Resolution**

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



11A

# LEAD-DEADWOOD HIGH SCHOOL

## CERTIFICATE OF RECOGNITION

This certificate is proudly presented to

**CITY OF DEADWOOD**

In recognition and appreciation for your partnership and support in education  
through the Student Internship program: Spring 2020.

LENESSA KEEHN  
Internship Advisor

DAN LEIKVOLD  
Principal