

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
Regular Meeting
5:00 p.m. July 16, 2018

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

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES OF July 2, 2018**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Bruce Hintz, Legislative Audit requests Mayor to sign engagement letter in conjunction with 2017 Audit
- B. Holiday Inn requests extension for parking garage contract to end of August. Previous letter indicated last day was July 15.
- C. Proclamation declaring July 23, 2018 International J-1 Student Workers Day in the City of Deadwood

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 for Police Department to enter into five year lease with Axon for battery packs, extended warranties and cartridges at cost of \$5,000 in year one and \$2,193.12 for following four years (budgeted item)
- B. Accept resignation from Custodian Annette Pierce effective July 5, 2018.
- C. Contract with Warne Chemical and Equipment to perform weed spraying services on Whitewood Creek at cost of \$5,300.00 to be paid from Parks Dept. Whitewood Creek CIP line item
- D. Permission for Mayor to sign contract with Sacrison Paving for certain areas throughout Deadwood at cost of \$14,946.50 (approved on July 2)
- E. At Robb Campbell's request, rescind contract approved by Commission on February 20, 2018 for ten oral histories at cost of \$675.00 each.
- F. Permission for Mayor to sign contract with Lead-Deadwood Regional Hospital for use of swimming pool from November 1, 2018 to October 31, 2019. (no changes from previous year)
- G. Permission for Historic Preservation to purchase 10,000 Wild Bill brochures and 10,000 Calamity Jane brochures at cost of \$2,700.00 to be paid from Public Education

- H. Accept quote from Wheeler to replace Days of 76 Museum fence in an amount not to exceed \$4,000 from Historic Preservation Capital Asset General Maintenance line item
- I. Allow Archives to enter into contract with DocuTek to microfilm and PDF nineteen (10) historic Lawrence County tax ledgers on file in the Case Library at BHSU at cost not to exceed \$8,300.00.
- J. Permission to purchase 5,500 gallons of fuel from Southside Service at 2.66 per gallon.
- K. Recommendation of Parking and Transportation to allow relocation of Alkali Ike Tours from Welcome Center to Main Street (trial basis approved April 2)

7. BID ITEMS

- A. Results of bids opened on July 12 for retaining wall at 55 Taylor. Motion to accept, reject, or continue. RCS Construction: \$79,000.00, Alternate #1 \$1,500.00, Alternate #2 \$800.00, Complete Contracting: \$169,400.00 Alternate #1 \$1,500.00, Alternate #2 \$800.00. Northern Hills Technologies: incomplete bid
- B. Results of bids opened on July 12 for Upper Main Archway Project. Motion to accept, reject or continue. Mac Construction: \$102,500.00, Journey Construction \$104,000.00, Complete Contracting: \$108,800.00, Northern Hills Technologies: incomplete bid

8. PUBLIC HEARINGS

- A. Hold public hearing for Retail (on-off sale) Malt Beverage License, for Justin Fuller, Deadwood Beer and Wine LLC, dba Harrys and Joes at 65 Sherman Street and Retail (on-off sale) Wine License Transfer from Harry's Spaghetti to Deadwood Beer and Wine LLC dba Harrys and Joes at 65 Sherman Street.
- B. Hold public hearing for Retail (on-off sale) Malt Beverage License, and Retail (on-off sale) Wine License for Scott Jacobs, dba Jacobs Gallery at 670 Main Street
- C. Hold public hearing to allow free motorcycle parking in Interpretive lot from 10:00 a.m. to 2:00 a.m. August 2 through August 12, and allow parking on northwest side of Main Street from July 29 through August 12 from Franklin Hotel to Tin Lizzies Gaming Resort
- D. Hold public hearing to consider a Lease to Private Party for Soda Fountain per Resolution 2018-20 and possible action to direct City Attorney to prepare lease with interested party

9. OLD BUSINESS

10. NEW BUSINESS

- A. Review agreement between Super G Investments and City of Deadwood to pursue land exchange approved on July 2 with possible action
- B. Second Reading of Ordinance #1277 to Create 2018 Budget for Business Improvement District 8
- C. Review Joint Powers Maintenance and Encroachment Agreement between Department of Transportation and City of Deadwood for project located o US 14A from Railroad Avenue to east of junction of US85.

D. Authorization to move forward with roof repairs that will be covered by insurance.

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

No action can be taken

12. **EXECUTIVE SESSION**

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

13. **ADJOURNMENT**

REGULAR MEETING, JULY 2, 2018

The Regular Session of the Deadwood City Commission convened on Monday, July 2, 2018 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Turbiville called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Sharon Martinisko, David Ruth Jr., Charlie Struble, and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Martinisko moved, Struble seconded to approve the minutes of June 18, 2018. Roll Call: Aye-All. Motion carried.

JUNE, 2018 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$20,137.96; PUBLIC BUILDINGS, \$7,874.59; POLICE, \$61,660.67; FIRE, \$5,221.48; BUILDING INSPECTION, \$3,999.76; STREETS, \$29,008.66; PARKS, \$40,381.21; PLANNING & ZONING, \$5,059.44; LIBRARY, \$7,111.12; RECREATION CENTER, \$14,179.37; HISTORIC PRESERVATION, \$17,449.94; WATER, \$15,593.32; MT. MORIAH, \$5,656.80; PARKING METER, \$10,597.97; TROLLEY, \$21,693.70; PARKING RAMP, \$2,163.49. **PAYROLL TOTAL: \$270,520.24**

JUNE, 2018 PAYROLL PAYMENTS:

Internal Revenue Service, \$63,397.08; S.D. Retirement System, \$26,334.76; Delta Dental, \$4,161.99.

APPROVAL OF DISBURSEMENTS

Todd moved, Martinisko seconded to approve the July 2, 2018 disbursements plus additional bill. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	CONTRACT	330.94
ACE HARDWARE	SUPPLIES	70.95
ACE INDUSTRIAL	SUPPLIES	4,936.18
ALSCO	SUPPLIES	660.66
AMERICAN ENGINEERING	SERVICE	750.00
AMPAC	SUPPLIES	516.09
ATCO INTERNATIONAL	SUPPLIES	233.00
BADE, BRIAN	PHOTO	750.00
BH SECURITY	SERVICE	2,419.19
BH TENT & AWNING	SERVICE	1,133.66
BH TITLE COMPANY	REPORT	600.00
CHAMBERLIN ARCHITECTS	PROJECT	4,782.52
COMPETITIVE MASONRY	PROJECT	4,274.25
CORE & MAIN	SUPPLIES	199.62
D.C. BOOTH HISTORIC FISH	GRANT	13,200.00
DAYS OF '76	ALLOCATION	65,000.00
DEADWOOD ELECTRIC	REPAIR	3,423.99
DVFD	REIMBURSEMENT	1,477.50
DEMCO	SUPPLIES	1,230.68
EB COMMUNICATIONS	SERVICE	1,306.55
ECOLAB	SERVICE	189.90
ELKHORN RIDGE	GRANT	3,500.00
FASTENAL	SUPPLIES	50.90
FIRST INTERSTATE BANK	TIF	79.56
FIRST NATIONAL	SUPPLIES	1,812.47
FORGEY CONSTRUCTION	PROJECT	3,396.31
GENERAL TRAFFIC	SUPPLIES	112.48
GLOBAL EQUIPMENT	MIRROR	150.19
GLOVER, SANDY	REIMBURSEMENT	57.33
HAWKINS	SUPPLIES	1,048.42
HOLIDAY INN	LODGING	210.00
JACOBS WELDING	SERVICE	2,176.52
KLEIN APPRAISALS	APPRAISAL	650.00
KT CONNECTIONS	REPAIR	237.50
LAWRENCE CO. REGISTER	FEE	180.00
LEAD CHAMBER OF COMMERCE	ALLOCATION	6,000.00
LIBBY PRODUCTIONS	REFUND	1,100.00
LIBERTY NATIONAL BANK	TIF	129.00
LYNN'S	SUPPLIES	41.86
MEHLBERG CONSTRUCTION	PROJECT	2,550.35
MERTENS, KENNETH	REIMBURSEMENT	83.05
MIDWEST TAPE	DVDS	72.96
MOLLY CORPORATION	SUPPLIES	864.54
MDU	SERVICE	2,364.84
MUTUAL OF OMAHA	INSURANCE	240.70
OLD HOUSE JOURNAL	RENEWAL	19.95
OTIS ELEVATOR	CONTRACT	133.53
PETTY CASH	LIBRARY	50.00
PETTY CASH	HP	78.00
PITNEY BOWES	POSTAGE	500.00
QUIK SIGNS	SIGNS	382.50
QUILL	SUPPLIES	804.20
RCS CONSTRUCTION	PROJECT	185,557.59
RUSHMORE OFFICE	SUPPLIES	20.16
S AND C CLEANERS	CLEANING	3,405.00
SANITATION PRODUCTS	SUPPLIES	304.76
SCHMITZ, JOE	REIMURSEMENT	116.80
SCOTT PETERSON MOTORS	REPAIR	590.64
SD DEPT. OF ENVIRONMENT	FEE	600.00

REGULAR MEETING, JULY 2, 2018

SD DEPT. OF MOTOR VEHICLES	PLATES	21.20
SD MAGAZINE	RENEWAL	50.00
SD MUNICIPAL LEAGUE	CLASS	25.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SERVALL	SUPPLIES	1,296.76
SIMON MATERIALS	ROADSTONE	245.18
SIOUX CITY FOUNDRY	SKATES	900.00
SOCIETY OF BLACK HILLS	PUBLICATION	2,500.00
SPEARFISH HUSKY	SUPPLIES	296.00
STREICHER'S	HOLDER	50.98
TCF EQUIPMENT	TROLLEYS	9,400.86
TDG COMMUNICATIONS	SIGNS	2,227.50
TENTEXKOTA	AGREEMENT	526,653.40
THE LORD'S CUPBOARD	RECYCLING	91.20
TOM'S T'S	TSHIRTS	114.20
TRUGREEN	SERVICE	1,248.19
TWILIGHT	SUPPLIES	61.73
TWIN CITY HARDWARE	SUPPLIES	7,130.16
TWIN CITY HARDWARE	GRANT	2,022.32
UMENTHUM, KEITH	BOXES	200.00
USA BLUEBOOK	SUPPLIES	3.78
VAST	SERVICE	3,244.00
VERENDRYE MUSEUM	GRANT	1,000.00
VERIZON	SERVICE	93.24
VIGILANT BUSINESS	SOFTWARE	122.50
WELLMARK	INSURANCE	44,022.50
WESTERN STATES FIRE	REPAIR	1,574.50
WILLIAMS, JOHN	BOOKS	126.00
WINSELL CONSTRUCTION	PROJECT	18,064.13
ZEP SALES	SUPPLIES	441.25

TOTAL \$950,414.37

ITEMS FROM CITIZENS ON AGENDA

Years of Service

Fire Chief Rakow presented certificate to Trent Mohr for 35 years of service. Commission thanked him for his years of service.

Request

Ann Cass asked permission to install permanent bullpens and memorial plaque at Deadwood ballfields in memory of Marshall Sudlow, to be paid through fundraising. Mayor Turbiville stated the bullpens would be an excellent addition. Ruth moved, Martinisko seconded request. Roll Call: Aye-All. Motion carried.

CONSENT

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

- A. Resolution 2018-18 In Support of Application to Occupy SD Department of Transportation Highway Right-of-Way for Midwest Shrine Association Summer Session parade, August 16, 2018

RESOLUTION 2018-18 RESOLUTION IN SUPPORT OF APPLICATION TO OCCUPY S.D. DEPARTMENT OF TRANSPORTATION HIGHWAY RIGHT-OF-WAY WITHIN DEADWOOD CORPORATE LIMITS

WHEREAS, the City of Deadwood (CITY) will be home to the Midwest Shrine Association Summer Session on August 16 through August 17, 2018; and,

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

WHEREAS, CITY herewith is submitting an application to the South Dakota Department of Transportation (SDDOT) for permit to occupy right-of-way for those portions of S.D. Highways 14A and 85 within the corporate limits of CITY on August 16, 2018, beginning at 6:00 p.m. until the end of the parade; and,

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

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

REGULAR MEETING, JULY 2, 2018

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

Dated this 2nd day of July, 2018

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- B. Permission to increase wage of Parking Ramp employee Curtis Haugen from \$10.28 per hour to \$10.86 per hour effective June 21, 2018 after two years of service.
- C. Remove Parking Ramp employees Pam Goodwin and Lyle Fritzscheier from payroll effective May 5, 2018 and Rec Center employee Sabrina Brossart effective June 1, 2018.
- D. Permission to increase wage of Ordinance Officer Jeramy Russell from \$18.27 per hr. to \$19.23 per hr. effective July 3, 2018 after two years of service and Police Reserve Officer Sally Sprigler from \$13.70 per hr. to \$14.64 per hr. effective July 8, 2018 after four years of service.
- E. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Mark Hadrick
- F. Permission for Police Department to hire up to six rally officers at 90% of prevailing wage
- G. Permission for Police Department to renew CMI Justice software at cost of \$7,150.00
- H. Allow Mayor to sign contract with Sacrison Paving for repairs in Dunlop Street area (approved June 18, 2018)
- I. Permission for Mayor to appoint Bonny Anfinson to the Deadwood History, Inc. board for a three-year term effective June 1, 2018
- J. Resolution 2018-19 to Surplus City-Owned Real Estate, Lot 2C of Block 23.

**RESOLUTON 2018-19
RESOLUTION TO SURPLUS CITY OWNED REAL ESTATE**

WHEREAS, the Deadwood City Commission desires to designate certain City owned real property as surplus land and transfer said real property to Deadwood-Lead Economic Development Corporation, pursuant to SDCL § 6-5-3 and 6-5-4

AND WHEREAS, the public interest will be better served by transferring the following described real property to the Deadwood-Lead Economic Development Corporation;

Lot 2C of Block 23, Formerly the North Half
and South Half of the Southwesterly 20 feet of
Lot 2 and the Northeasterly Five Feet of Lot 2,
Block 23, Original Town of Deadwood; City of
Deadwood, Lawrence County, South Dakota.

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

NOW THEREFORE IT IS HEREBY RESOLVED, pursuant to SDCL 6-5-4, the public interest will be better served by the proposed designation of surplus property and transfer of land to the Deadwood-Lead Economic Development Corporation.

IT IS FURTHER RESOLVED, that the Deadwood City Commission shall further follow all mandates of SDCL 6-5-4, as statutorily provided.

Dated this 2nd day of July, 2018

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- K. Allow Mayor to sign Quit Claim Deed and Certificate of Real Estate value for same property
- L. Allow use of public property during picnic until 10:00 p.m. at the Event Complex on September 15 for Black Hills Veterans March and Marathon. Deposit has been received.

REGULAR MEETING, JULY 2, 2018

PUBLIC HEARINGS

Land Exchange

Public hearing was opened at 5:05 p.m. by Mayor Turbiville. Commissioner Ruth recused himself but reserved the right to speak as a resident. Louie LaLonde, on behalf of Main Street Initiative Committee, Sandy Glover and Joe Schmitz, on behalf of Neighborhood Block Council, Business Owners Ron Island, Ron Russo, Mike Trucano and Doug Asermely, Father Michael Johnson, on behalf of Historic Preservation Commission and St. John's Episcopal Church, Residents Bill Glover, Dave Ruth, Sue and Gary Witt all spoke in favor. Commissioner Todd stated he supports the plaza as long as the matching funds are obtained in addition to the commitment made by Historic Preservation. Commissioner Martinisko stated the gathering place is for the betterment of the visitors and community.

Martinisko moved, Struble seconded to exchange the properties in question between the City of Deadwood and Super G Investments, and direct staff to draft the necessary resolution and negotiated agreements required for the completion of the exchange, understanding the final exchange is contingent on matching funds. Mayor Turbiville directed questions to Bill Pearson or Louie LaLonde concerning where additional funding would come from if state does not commit to matching funds and also asked about a letter written to the Governor by Economic Development Director Wagner and Mr. Pearson regarding same. Turbiville also directed questions to Historic Preservation Officer Kuchenbecker asking whether he has written documentation from State Historic Preservation and National Parks Service that they have approved the design. Kuchenbecker replied that the square was discussed but there is no final design to act on at this point. Commissioner Todd stated he was adamant that the city has satisfied its obligation toward the project with HP commitment and other funds obtained should not be from the City. Commissioner Martinisko made a motion to stop debate and call the question, second by Struble. Motion died for lack of majority.

Resident David Ruth answered some of the questions addressed. He stated in the motion on the floor, a resolution is referenced which is required to do a transfer property, and also references a negotiation agreement which will answer many concerns discussed, including Todd's concern about city being reimbursed for parking lot improvements at Pavilion site. Ruth added that all Commissioners will have input in the pending agreement and that Silverado has no interest in transferring this property to City if no plaza or gathering place is built. Tom Rensch, Super G Investments, stated they will not agree to the land exchange if the City has to provide more funding. Roll Call: Aye-All. Motion carried.

Set

Ruth moved, Todd seconded to set public hearing on July 16 for New Retail (on-off sale) Malt Beverage License, and transfer Retail (on-off sale) Wine License (RW-23145) from Apple Teaching Resources for Effective Education to Justin Fuller, Deadwood Beer and Wine LLC, dba Harrys and Joes at 65 Sherman Street. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on July 16 for New Retail (on-off sale) Malt Beverage License, and Retail (on-off sale) Wine License for Scott Jacobs, dba Jacobs Gallery at 670 Main Street. Roll Call: Aye-All. Motion carried.

Ruth moved, Martinisko seconded to set public hearing on July 16 for Motorcycle Parking. Roll Call: Aye-All. Motion carried.

OLD BUSINESS

Evaluation

Mayor Turbiville stated the Commission agreed to evaluate Sunday Event Series at this meeting, especially dealing with open container. Upon questioning, Fuller stated only one complaint was received in reference to open container in residential areas after last event. Commission agreed to continue with open container in zone 1.

NEW BUSINESS

Fund

Ruth moved, Martinisko seconded to allow Finance Officer to create Special Revenue Fund #0212 titled Business Improvement District #8. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, JULY 2, 2018

Ordinance

Ruth moved, Todd seconded to approve first reading of Ordinance #1277 to Create 2018 Budget for Business Improvement District #8 in the amount of \$230,000.00 for marketing. Roll Call: Aye-All. Motion carried.

Expenditures

Ruth moved, Todd seconded to approve recommended expenditures from April 24, 2018 BID 8 Board Minutes, \$25,000.00 for Freestyle Moto Cross event on September 7 and 8, 2018, and direct Finance Office to write check to reimburse BY Development, Deadwood Chamber and Deadwood Gaming Association. Additional reimbursements to approved expenditures will occur as cash becomes available. Roll Call: Aye-All. Motion carried.

Ordinances

Struble moved, Martinisko seconded to approve seconded reading of Ordinance #1274, Amending Chapter 2.24.030, Residency Policy. Roll Call: Aye-All. Motion carried.

Todd moved, Martinisko seconded to approve seconded reading of Ordinance #1276, Amending Chapter 8.12, Noise Ordinance. Business Owner, Toby Keehn questioned the Ordinance. Roll Call: Aye-All. Motion carried.

Agreements

Todd moved, Struble seconded to allow Mayor to sign parking lease with Celebrity for fourteen Spaces at Broadway Parking Structure in the amount of \$1,400.00 per month plus tax. Roll Call: Aye-All. Motion carried.

Ruth moved, Struble seconded to allow Mayor to sign agreement with OTIS for elevator maintenance at Adams Museum. Roll Call: Aye-All. Motion carried.

Contract

Martinisko moved, Ruth seconded to contract with Sacrison paving to patch streets in numerous areas of town in the amount of \$19,953.00 (low quote bases on quantities) and direct attorney to prepare contract. Roll Call: Aye-All. Motion carried.

Grants

Todd moved, Struble seconded to approve the Outside of Deadwood grants totaling \$75,000.00 for the second half of 2018. The approved eight grants are: Black Hills Mining Museum – Archiving Materials – Lead - \$7,000.00; Groton Community Historical Society – Trinity Episcopal Church - Groton - \$17,500.00; Homestake Opera House – Construction Design – Lead - \$15,000.00; Methodist Episcopal Church – Re-glazing stain Glass Windows – Wessington Springs - \$5,000.00; SD State historical Society – Digitize Maps – Pierre - \$15,000.00; United Church of Christ – Stained Glass Window Repair – Yankton - \$4,000.00; Verendrye Museum – Structure Repairs – Ft. Pierre - \$4,000.00; Whitewood Historic District – Street Lamps – Whitewood - \$7,500.00. Roll Call: Aye-All. Motion carried.

Resolution

Todd moved, Struble seconded to approve Resolution 2018-20 intent to lease Soda Fountain and set public hearing on July 16, 2018. Roll Call: Aye-All. Motion carried.

**RESOLUTION NO. 2018-20
RESOLUTION OF INTENT TO
LEASE CITY PROPERTY**

WHEREAS, the City of Deadwood intends to adopt a Resolution to lease city property described as 1902 Soda Fountain (“Fountain”); now therefore

BE IT RESOLVED by the City of Deadwood that the City hereby declares its intent to lease city property for the purpose of _____, for the mutually agreed upon conditions of the Agreement Between The City of Deadwood’s Historic Preservation Commission and _____ for the period beginning _____, 2018 and ending _____, 20__; and

BE IT FURTHER RESOLVED Ownership of the Fountain remains with City of Deadwood’s Historic Preservation Commission.

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BE IT FURTHER RESOLVED The Fountain must be installed in a Historic Structure as defined by City Ordinance.

BE IT FURTHER RESOLVED The Fountain must be located on Main Street between Highway 14A and Pine Street.

BE IT FURTHER RESOLVED The Fountain must be utilized as a working soda fountain.

BE IT FURTHER RESOLVED The Fountain must have a lease agreement for at least 5 years and is renewable for an additional three terms.

BE IT FURTHER RESOLVED The Fountain must be maintained in good working order.

BE IT FURTHER RESOLVED No third parties will be allowed to take security interest in or place any other encumbrances on soda fountain.

BE IT FURTHER RESOLVED 60 day notice will be required for removal by either party.

BE IT FURTHER RESOLVED Deadwood Historic Preservation Office has right to inspect the Fountain with 24 hour notice.

BE IT FURTHER RESOLVED that a hearing shall be held before the Deadwood City Commission on Monday, the 16th day of July, 2018 at 5:00 p.m. or soon thereafter as the matter may be heard at the City Commission Chambers located at 102 Sherman Street, in the City of Deadwood, to consider the lease of real property.

The city finance officer shall give public notice of this hearing at least ten (10) days prior to the public hearing.

Dated this 2nd day of July, 2018

ATTEST:
/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD
/s/ Charles Turbiville, Mayor

Negotiations

Ruth moved, Martinisko seconded to enter into negotiations with Winter & Company for development of Main Street Master Plan as recommended by the Selection Committee. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- Deadwood received Recreational Trails Program funding in the amount of \$60,000.00 for Deadwood Whitewood Creek Trail and Boardwalk Rehabilitation project. Mayor Turbiville thanked Bob Nelson Jr. and Bonny Anfinson for their efforts.
- Harley Davidson to utilize space in lower Main Parking Lot for demo rides August 3 through August 12, 2018, coordinating with Chamber.

Commissioner Ruth thanked the City for their support with Shrine Circus.

ADJOURNMENT

Todd moved, Martinisko seconded to adjourn the regular session at 5:58 p.m. The next regular meeting will be on Monday, July 16, 2018.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PACKET: 04385 COMBINED - 7/13/18

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
01-0585	SD DEPT. OF REVENUE					
		I-071118	101-3000-202	LIQUOR LICENS MALT BEV LIC.- DWD BEER & WINE	000000	150.00
01-4361	HARRY & JOE'S SPAGHETTI					
		I-071118	101-3000-202	LIQUOR LICENS PARTIAL REFUND-WINE LICENSE	000000	350.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						500.00
01-0418	BLACK HILLS PIONEER					
		I-513 - 2018	101-4111-423	PUBLISHING MINUTES - 5/21/18	000000	250.87
		I-525 - 2018	101-4111-423	PUBLISHING NOH - JULY 4TH PARADE	000000	10.63
		I-526 - 2018	101-4111-423	PUBLISHING NOH - CAMERO RALLY	000000	11.55
		I-527 - 2018	101-4111-423	PUBLISHING NOH - BEV'S B'S POKER RUN	000000	10.63
		I-564 - 2018	101-4111-423	PUBLISHING MINUTES - 6/4/2018	000000	171.40
		I-586 - 2018	101-4111-423	PUBLISHING ORDINANCE #1275 -ALCOHOLIC BEV	000000	54.98
		I-587 - 2018	101-4111-423	PUBLISHING BID NOTICE-UPPER MAIN ST ARCHW	000000	39.08
		I-588 - 2018	101-4111-423	PUBLISHING BID NOTICE-55 TAYLOR ST RT WAL	000000	39.92
		I-591 - 2018	101-4111-423	PUBLISHING NOH - LAND EXCHANGE	000000	14.78
				DEPARTMENT 111	COMMISSION	TOTAL:
						603.84
01-2394	GUNDERSON, PALMER, NELS					
		I-86148	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	2,825.00
				DEPARTMENT 141	ATTORNEY	TOTAL:
						2,825.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-336444	101-4142-422	PROFESSIONAL SERVICE COMPUTER - FINANCE	000000	53.13
01-0607	GOVERNMENT FINANCE OFFI					
		I-0154769S - 2018	101-4142-422	PROFESSIONAL NEWSLETTER - AUG'18-JUL-19/FIN	000000	50.00
01-1406	STRETCH'S GLASS & CUSTO					
		I-I027469	101-4142-425	REPAIRS REPLACE 2 WINDOWS- FOCUS/FINAN	000000	796.75
				DEPARTMENT 142	FINANCE	TOTAL:
						899.88
01-0223	COCA COLA BOTTLING HIGH					
		I-2585870	101-4192-426	SUPPLIES VANILLA CREAMER/PUB BLDGS	000000	30.00
01-0429	BLACK HILLS ENERGY					
		I-POWER 06-28-18	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	14.75
		I-POWER 06-28-18	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	22.68
		I-POWER 06-28-18	101-4192-428	UTILITIES WELCOME SIGN JCT HWY 385 & CLI	000000	13.45
		I-POWER 06-28-18	101-4192-428	UTILITIES 1 MILLER STREET	000000	12.24

PACKET: 04385 COMBINED - 7/13/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY		continued			
		I-POWER 06-28-18	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	449.49
		I-POWER 06-28-18	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE	000000	16.06
		I-POWER 06-28-18	101-4192-428	UTILITIES TICKET BOOTH/BATHROOM	000000	84.72
		I-POWER 06-28-18	101-4192-428	UTILITIES 301 CLIFF STREET	000000	1,058.44
		I-POWER 06-28-18	101-4192-428	UTILITIES PRV STATION 4 DAKOTA STREET	000000	70.94
		I-POWER 06-28-18	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	414.32
		I-POWER 06-28-18	101-4192-428	UTILITIES 178 SHERMAN STREET LIGHTS	000000	59.65
		I-POWER 06-28-18	101-4192-428-21	UTILITIES - W 501 MAIN STREET WELCOME CENTER	000000	1,117.00
		I-POWER 06-28-18	101-4192-428	UTILITIES 46 FREMONT STREET LIGHTS	000000	35.15
		I-POWER 06-28-18	101-4192-428	UTILITIES 22 WASHINGTON STREET LIGHTS	000000	49.91
		I-POWER 06-28-18	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	909.58
		I-POWER 06-28-18	101-4192-428	UTILITIES 4 MT MORIAH ROAD LIGHTS	000000	27.39
		I-POWER 06-28-18	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	193.01
		I-POWER 06-28-18	101-4192-428	UTILITIES 5 SIEVER STREET	000000	524.07
		I-POWER 06-28-18	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT STREET	000000	308.33
		I-POWER 06-28-18	101-4192-428-06	UTILITIES - D 15 CRESCENT STREET RODEO	000000	1,352.17
		I-POWER 06-28-18	101-4192-428	UTILITIES 7 1/2 SAMPSON STREET LIGHTS	000000	27.88
		I-POWER 06-28-18	101-4192-428	UTILITIES 62 FOREST AVENUE LIGHTS	000000	31.38
		I-POWER 06-28-18	101-4192-428	UTILITIES REDWOOD TANK	000000	167.71
		I-POWER 06-28-18	101-4192-428	UTILITIES PUMP 50 PLEASANT STREET	000000	17.00
		I-POWER 06-28-18	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	0.00
		I-POWER 06-28-18	101-4192-428-12	UTILITIES - P 767 MAIN STREET	000000	10.35
		I-POWER 06-28-18	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BLDG	000000	166.58
		I-POWER 06-28-18	101-4192-428	UTILITIES WATER HEAT TAPE	000000	22.56
		I-POWER 06-28-18	101-4192-428	UTILITIES PRESSURE REDUCTION STATION	000000	54.43
		I-POWER 06-28-18	101-4192-428	UTILITIES FLAG 2 MOUNT MARIAH DRIVE	000000	31.41
		I-POWER 06-28-18	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVENUE	000000	700.78
		I-POWER 06-28-18	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	12.60
		I-POWER 06-28-18	101-4192-428	UTILITIES 8 DAKOTA STREET LIGHTS	000000	18.77
		I-POWER 06-28-18	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	22.35
		I-POWER 06-28-18	101-4192-428	UTILITIES 49 SHERMAN STREET LIGHTS	000000	165.90
		I-POWER 06-28-18	101-4192-428	UTILITIES 17 PLEASANT STREET LIGHTS	000000	23.91
01-0436	BLACK HILLS WINDOW CLEA					
		I-71514	101-4192-422-21	PROFESSIONAL JUNE WINDOW CLEANING/WELCOME	000000	800.00
01-0547	M&M SANITATION					
		I-36464	101-4192-422-05	PROFESSIONAL MONTHLY TOILET RENTAL/COLD STG	000000	110.00
		I-36467	101-4192-422-18	PROFESSIONAL MONTHLY TOILET RENTAL/FOOTBALL	000000	125.00
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 06-25-18	101-4192-428-08	UTILITIES - H NATURAL GAS 05/23-06/21/18/HIS	000000	16.97
01-1333	DEADWOOD ELECTRIC					
		I-21631	101-4192-425-02	REPAIRS - ADA PIP & WIRE NEW OUTLETS/AD MUS	000000	195.28
01-1380	WASTE CONNECTIONS, INC.					
		I-12389989	101-4192-426-11	SUPPLIES - PA JUNE GARBAGE SERVICE/PARKS	000000	435.90

PACKET: 04385 COMBINED - 7/13/18
 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
01-1380	WASTE CONNECTIONS, INC.	continued				
		I-12391173	101-4192-426-20	SUPPLIES - RE JUNE GARBAGE PICKUPS/RECYCLING	000000	520.00
01-1502	BLACK HILLS CHEMICAL					
		I-136512A	101-4192-426	SUPPLIES (2) CASES ECONOSOFT TOWEL/PB	000000	97.38
		I-136538	101-4192-426	SUPPLIES 9 IN FOAM PLATES/PUB BLDGS	000000	91.28
		I-136935	101-4192-426	SUPPLIES CLOROX BLEACH-TP-GARBGE BGS/PB	000000	247.70
		I-136996	101-4192-426	SUPPLIES REFRESH LOTION SOAP/PUB BLDG	000000	135.36
		I-137299	101-4192-426	SUPPLIES BLEACH-ANTISEPT SOAP-TOWEL/PB	000000	586.79
		I-137727	101-4192-426	SUPPLIES LOTION SOAP-DISPENSER/PB	000000	158.88
		I-137895	101-4192-426	SUPPLIES LOTION SOAP-GLS CLNR-TISSUE/PB	000000	581.87
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-739172	101-4192-425-03	REPAIRS - BAL 24 GRAY HVY DUTY-TERM BLK/BALL	000000	15.39
		I-32-740731	101-4192-425-17	REPAIRS-DAYS HI POWER II V BELTS/DAYS MUS	000000	33.18
01-3151	KONE INC.					
		I-949949451	101-4192-422-17	PROFESSIONAL- JUNE ELEVATOR MAINTENANCE/DAYS	000000	155.80
01-3506	ALSCO					
		I-LCAS1211700	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	40.27
01-3895	AFFORDABLY CREATIVE ENG					
		I-111	101-4192-422-12	PROFESSIONAL- CONST MATERIALS TESTING FMG/PA	000000	2,121.90
01-4057	VIEHAUSER ENTERPRISES,					
		I-18049	101-4192-425-08	REPAIRS - HIS ASSA KEY TWIN 4B-4C MASTERS/HI	000000	112.00
		I-18085	101-4192-425-10	REPAIRS - LIB DEADBOLT ON OFFICE-KEY-KNOB/LI	000000	253.96
01-4359	FRONTIER GLASS OF BELLE					
		I-I1073497	101-4192-425	REPAIRS WINDSHIELD-LABOR-FORD/PUB BLDG	000000	371.06
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 36,494.58
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-335797	101-4193-422	PROFESSIONAL EMAIL SECURITY,OFFSITE BACKUP	000000	720.00
		I-336356	101-4193-422	PROFESSIONAL MANAGED FIREWALL - ANNUAL	000000	1,920.00
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 2,640.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0005616	101-4210-424	RENTALS BOTTLED WATER, CUPS - POLICE	000000	37.50
		I-0005707	101-4210-424	RENTALS COOLER RENT - POLICE	000000	15.00
01-0508	GALLS, LLC					
		I-010112144	101-4210-426	SUPPLIES UNIFORM GLOVES & BOOTS-POLICE	000000	107.41

PACKET: 04385 COMBINED - 7/13/18
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 210 POLICE
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1406	STRETCH'S GLASS & CUSTO					
		I-1027463	101-4210-425	REPAIRS REPLACE WINDSHIELD/SILVERADO	000000	486.40
		I-1027464	101-4210-425	REPAIRS REPLACE WINDSHIELD - TAHOE/PD	000000	301.28
01-1424	SOUTHSIDE SERVICE					
		I-48410	101-4210-425	REPAIRS TIRE REPAIR - POLICE	000000	25.00
		I-48473	101-4210-425	REPAIRS SERVICE ENGINE,OIL,FILTER - PD	000000	106.10
		I-48567	101-4210-425	REPAIRS BATTERY - POLICE	000000	155.00
01-1827	MS MAIL & MARKETING					
		I-9961	101-4210-426	SUPPLIES PRINTING BIZ CARDS - LUX / PD	000000	25.00
01-3494	THE EMBLEM AUTHORITY					
		I-27094	101-4210-426	SUPPLIES SHOULDER PATCHES - POLICE	000000	1,250.00
DEPARTMENT 210 POLICE						TOTAL: 2,508.69
01-0547	M&M SANITATION					
		I-36466	101-4221-422	PROFESSIONAL MONTHLY TOILET RENTAL/FIREWISE	000000	110.00
01-1462	KLAMM, MIKE					
		I-063018	101-4221-429	OTHER REIMBS.-PARADE SUPPLIES/ FIRE	000000	77.49
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-739688	101-4221-425	REPAIRS ALTERNATING FLASHER - TROLLEY	000000	18.49
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D8563	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	4,762.07
01-3056	NORTHERN HILLS TECHNOLO					
		I-9662068	101-4221-422	PROFESSIONAL ONLINE BACKUP SVC.- FIRE DEPT	000000	32.50
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:						5,000.55
01-0467	CULLIGAN OF THE BLACK H					
		I-0005547	101-4310-426	SUPPLIES (3) 5 GAL BOTTLE WATER/STRTS	000000	19.50
		I-0005614	101-4310-426	SUPPLIES (3) 5 GAL BOTTLED WATER/STREET	000000	19.50
		I-0005745	101-4310-426	SUPPLIES (4) 5 GAL BOTTLED WATER/STREET	000000	26.00
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-52646	101-4310-425	REPAIRS HVY TRUCK TIRE REPAIR/STREETS	000000	56.49
01-0619	TWILIGHT FIRST AID & SA					
		I-23391	101-4310-426	SUPPLIES BANDAGES-ASPIRIN-SUNSCREEN/STR	000000	84.72
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1710585	101-4310-426	SUPPLIES BANDSAW BLADES-JOB SITE BOX/ST	000000	884.20

PACKET: 04385 COMBINED - 7/13/18

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
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0532862	101-4310-426	SUPPLIES FLOORMATS/STREETS	000000	116.12
01-1493	SANITATION PRODUCTS, IN					
		I-64064	101-4310-425	REPAIRS PRO STRIP BROOM PELICAN/STRTS	000000	485.41
01-1589	TEAM LABORATORY CHEMICA					
		I-INV0011954	101-4310-425	REPAIRS (50) BAGS FINE ROAD PATCH/STR	000000	791.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-738765	101-4310-426	SUPPLIES HEAVY DUTY PUSH-PULL/STREETS	000000	10.64
		I-32-738932	101-4310-426	SUPPLIES HYD HOSE-JIC 16 90 FIT-HOSE/ST	000000	176.50
		I-32-739422	101-4310-426	SUPPLIES (6) SLEEVES/STREETS	000000	9.72
		I-32-739538	101-4310-425	REPAIRS U-JOINT/STREETS	000000	12.67
		I-32-739704	101-4310-426	SUPPLIES (4) 31 IN HEAVY DUTY TAR/STRTS	000000	11.40
		I-32-740148	101-4310-425	REPAIRS (4) OIL FILTER/STREETS	000000	20.76
					DEPARTMENT 310 STREETS	TOTAL: 2,724.63
01-1380	WASTE CONNECTIONS, INC.					
		I-12390093	101-4320-422	PROFESSIONAL JUNE RESIDENTIAL GARBAGE/PW	000000	6,664.05
					DEPARTMENT 320 SANITATION	TOTAL: 6,664.05
01-0547	M&M SANITATION					
		I-36465	101-4370-422	PROFESSIONAL MONTHLY TOILET RENTAL/OAKRIDGE	000000	110.00
					DEPARTMENT 370 OAKRIDGE CEMETERY	TOTAL: 110.00
01-0213	TRUGREEN CHEM-LAWN					
		I-86328788	101-4520-422	PROFESSIONAL VEGETATION CONTROL SOFTBALL/PK	000000	249.69
01-0467	CULLIGAN OF THE BLACK H					
		I-0005546	101-4520-426	SUPPLIES (3) 5 GAL BOTTLED WATER/PARKS	000000	19.50
		I-0005615	101-4520-426	SUPPLIES (5) 5 GAL BOTTLED WATER/PARKS	000000	32.50
		I-0005706	101-4520-426	SUPPLIES JULY COOLER RENTAL/PARKS	000000	15.00
		I-0005746	101-4520-426	SUPPLIES (4) 5 GAL BOTTLED WATER/PARKS	000000	26.00
01-0619	TWILIGHT FIRST AID & SA					
		I-23390	101-4520-426	SUPPLIES TABLETS-COUGH DROPS/PARKS	000000	75.84
01-0653	FASTENAL COMPANY					
		I-SDSPE101623	101-4520-426	SUPPLIES 8 IN TITNMSPRGACTNSNIP/PARKS	000000	21.71
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-738835	101-4520-426	SUPPLIES FUEL CAP/PARKS	000000	5.33

PACKET: 04385 COMBINED - 7/13/18

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
01-1653	STURDEVANT'S AUTO PARTS	continued				
		I-32-739524	101-4520-426	SUPPLIES BELTS-OIL FILTER-5W30 QTS/PARK	000000	66.99
		I-32-739572	101-4520-425	REPAIRS (10) HOSE CLAMPS/PARKS	000000	7.70
		I-32-739760	101-4520-425	REPAIRS STOP&TAIL-7 WAY RV STYLE/PARKS	000000	17.82
01-1904	CAMPBELL SUPPLY					
		I-04010015	101-4520-426	SUPPLIES (24) FLY TRAP JARS-WEED KILL/P	000000	140.25
01-3346	REGIONAL HEALTH					
		I-700000832-6/24/18	101-4520-422	PROFESSIONAL TESTING	000000	245.00
01-3785	TALLGRASS					
		I-2018-097	101-4520-433-05	CIP WHITEWOOD WHITEWOOD CREEK PHASE 3	000000	2,485.45
01-4258	ASPEN RIDGE LAWN & LAND					
		I-070618	101-4520-433-05	CIP WHITEWOOD INSTALL PLANTS,FENCE,IRRIGATIO	000000	23,992.68
				DEPARTMENT 520 PARKS	TOTAL:	27,401.46
01-4230	RUSHMORE OFFICE					
		I-089044	101-4640-426	SUPPLIES WIRELESS MOUSE & WRISTREST	000000	60.36
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	60.36
				FUND 101 GENERAL FUND	TOTAL:	88,433.04

PACKET: 04385 COMBINED - 7/13/18

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
01-0897	SPORTS ILLUSTRATED					
		I-071018	206-4550-434	BOOKS, MAPS A SUBSCRIPTION - LIBRARY	000000	89.04
01-1042	REDBOOK					
		I-062818	206-4550-434	BOOKS, MAPS A SUBSCRIPTION - LIBRARY	000000	24.97
01-1562	MIDWEST TAPE					
		I-96210243	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	82.47
		I-96229643	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	44.98
01-1615	NATIONAL GEOGRAPHIC KID					
		I-060818	206-4550-434	BOOKS, MAPS A SUBSCRIPTION - LIBRARY	000000	34.00
01-1911	EMERY-PRATT COMPANY					
		I-611571	206-4550-434	BOOKS, MAPS A BOOK - LIBRARY	000000	11.99
		I-611678	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	31.31
01-4317	VIGILANT BUSINESS SOLUT					
		I-18718	206-4550-422	PROFESSIONAL BACKGROUND CHECK	000000	141.00
DEPARTMENT 550 LIBRARY						TOTAL: 459.76
FUND 206 LIBRARY FUND						TOTAL: 459.76

PACKET: 04385 COMBINED - 7/13/18

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER	I-18492	209-4510-423	PUBLISHING COMM PAGES SPONSOR/REC CENT	000000	12.50
01-0436	BLACK HILLS WINDOW CLEA	I-71523	209-4510-422	PROFESSIONAL JUNE 5 WINDOW CLEANING/REC	000000	464.00
01-3151	KONE INC.	I-949949450	209-4510-422	PROFESSIONAL JUNE MAINTENANCE COVER/REC CEN	000000	149.80
01-3346	REGIONAL HEALTH	I-700000832-6/24/18	209-4510-422	PROFESSIONAL TESTING	000000	70.00
01-3618	KDSJ 980 AM RADIO	I-18-06-022	209-4510-423	PUBLISHING PROMO ADS GOLD CAMP JUBILEE/RE	000000	160.00
01-3648	NETWORK SERVICES COMPAN	I-491786-0	209-4510-426	SUPPLIES HARDWOUND TOWEL/REC CENTER	000000	87.56
		I-491787-0	209-4510-426	SUPPLIES FOAMING BODY SHAMPOO/REC CENTE	000000	103.60
DEPARTMENT 510 REC CENTER					TOTAL:	1,047.46
FUND 209 BED & BOOZE FUND					TOTAL:	1,047.46

PACKET: 04385 COMBINED - 7/13/18

VENDOR SET: 01

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-070218	212-4630-423	MARKETING REIMBS.BID#8 EXPENSES	000000	16,547.30
01-3602	DEADWOOD GAMING ASSOCIA					
		I-1-18	212-4630-422	PROFESSIONAL BID #8 PAYMENT - MAY 2018	000000	10,000.00
01-4354	B Y DEVELOPMENT					
		I-11653	212-4630-422	PROFESSIONAL REIMBS.BID#8 LEGAL EXPENSES	000000	1,730.63
DEPARTMENT 630 BID 8					TOTAL:	28,277.93
FUND 212 BID #8 (Business Improve)					TOTAL:	28,277.93

PACKET: 04385 COMBINED - 7/13/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-JUNE 071318	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	0.33
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	0.33
01-3060	QUIK SIGNS					
		I-23771	215-4572-235	VISITOR MGMT SIGNS FOR MT MORIAH	000000	325.65
				DEPARTMENT 572 HP VISITOR MGMT AND INFO	TOTAL:	325.65
01-0951	DEADWOOD ALIVE					
		I-142-18	215-4573-345	HIST. INTERP. JULY 2018	000000	20,000.00
01-2014	TOMS, DON					
		I-JL BK 13	215-4573-335	HIST. INTERP. JUSTICE LEDGER BK 13	000000	500.00
01-2204	FERBER ENGINEERING COMP					
		I-J18-118.3	215-4573-340	HIST. INTERP. TROLLEY TRACKER	000000	2,564.06
01-3054	ROCKY MOUNTAIN TREE-RIN					
		I-2018-MISC-37	215-4573-335	HIST. INTERP. SURFACING & CROSSDATING TIMBER	000000	650.00
01-4356	THE UPS STORE #5137					
		I-00000006823	215-4573-335	HIST. INTERP. SHIPPING FEES	000000	351.35
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	24,065.41
01-0776	ALBERTSON ENGINEERING,					
		I-12226	215-4575-515	GRANT/LOAN RE 2018-144H 55 TAYLOR RW	000000	725.00
01-4357	TOWN OF CENTRAL CITY					
		I-7918	215-4575-520	GRANT/LOAN PR 2018 OUTSIDE GRANT - CHURCH	000000	4,289.95
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	5,014.95
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-335797	215-4576-600	PROFES. SERV. EMAIL SECURITY,OFFSITE BACKUP	000000	215.00
01-0776	ALBERTSON ENGINEERING,					
		I-12225	215-4576-600	PROFES. SERV. 2018-230H PINE ST ARCHWAY	000000	3,458.87
01-2394	GUNDERSON, PALMER, NELS					
		I-86148	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	150.00
01-3667	BERBERICH DESIGNS					

PACKET: 04385 COMBINED - 7/13/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3667	BERBERICH DESIGNS		continued			
		I-62718	215-4576-600	PROFES. SERV. EVENT COMPLEX PYLON	000000	4,984.37
		I-6272018	215-4576-600	PROFES. SERV. PINE STREET ARCHWAY	000000	3,118.11
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						11,926.35
01-3549	VICTOR STANLEY, INC.					
		I-SI40433	215-4577-750	CAPITAL ASSET 4 STAND ALONE ASH URNS	000000	2,871.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						2,871.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0005613	215-4641-426	SUPPLIES (5) 5 GAL BOTTLE WATER	000000	32.50
		I-0005705	215-4641-426	SUPPLIES HP COOLER RENT - JULY 2018	000000	15.00
01-1215	OCHSE, ANN					
		I-2018-01	215-4641-422	PROFESSIONAL HPC JAN-JUN 2018	000000	350.00
01-1827	MS MAIL & MARKETING					
		I-9959-2	215-4641-423	PUBLISHING JULY NEWSLETTER	000000	640.58
01-2145	BERG, DALE					
		I-2018-01	215-4641-422	PROFESSIONAL HPC JAN - JUN 2018	000000	200.00
01-3239	NAMMINGA, LYNN					
		I-2018-01	215-4641-422	PROFESSIONAL HPC JAN-JUN 2018	000000	300.00
01-3314	CENTURY BUSINESS PRODUC					
		I-430728	215-4641-428	UTILITIES HP CONTRACT 6/9/18 - 7/8/18	000000	379.98
01-3346	REGIONAL HEALTH					
		I-700000832-6/24/18	215-4641-422	PROFESSIONAL TESTING	000000	35.00
01-3605	JOHNSON, MICHAEL					
		I-2018-01	215-4641-422	PROFESSIONAL HPC JAN-JUN 2018	000000	350.00
01-3694	TOEWS, LYMAN					
		I-2018-01	215-4641-422	PROFESSIONAL HPC JAN - JUNE 2018	000000	350.00
01-3696	BLAIR, THOMAS					
		I-2018-01	215-4641-422	PROFESSIONAL HPC JAN-JUN 2018	000000	325.00
01-4049	POSEY, BEVERLY					
		I-2018-01	215-4641-422	PROFESSIONAL HPC JAN-JUN 2018	000000	375.00
01-4362	CARMODY, ROBIN					
		I-2018-01	215-4641-422	PROFESSIONAL HPC JAN-JUN 2018	000000	50.00
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						3,403.06

PACKET: 04385 COMBINED - 7/13/18

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0206	SCHMIDT, WILLIAM					
		I-07-09-18 BURNHAM	602-4330-425	REPAIRS	POUR-FINISH PANEL BURNHAM/WTR	000000 1,890.00
01-0514	SIMON MATERIALS COMPANY					
		I-1225997	602-4330-425	REPAIRS	1 IN ROADSTONE/WATER	000000 236.14
01-0539	LEAD-DEADWOOD SANITARY					
		I-06-30-18 EQR JUNE	602-4330-422	PROFESSIONAL	JUNE 2018 EQR/WATER	000000 31,623.52
01-1330	SD DEPT. OF ENVIRONMENT					
		I-FY19INV0000111	602-4330-429	OTHER	2019 WASTEWATER FEE/WATER	000000 50.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-739122	602-4330-426	SUPPLIES	(2) MECH FASTFIT GLV/WATER	000000 26.70
		I-32-739642	602-4330-426	SUPPLIES	BED ARMOR AEROSOL-SELF ETCH/WT	000000 34.37
		I-32-739924	602-4330-426	SUPPLIES	MINI BULB-BED ARMOR AEROSOL/WA	000000 16.08
01-1827	MS MAIL & MARKETING					
		I-9959	602-4330-426	SUPPLIES	UTILITY BILLS MAILING - JUNE	000000 294.08
					DEPARTMENT 330 WATER	TOTAL: 34,170.89
					FUND 602 WATER FUND	TOTAL: 34,170.89

PACKET: 04385 COMBINED - 7/13/18

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-06-30-18 CONSUMP	603-4325-429	OTHER EXPENSE JULY CONSUMPTION/PUB BLDGS	000000	774.98
				DEPARTMENT 325 SEWER	TOTAL:	774.98
			FUND 603 SEWER FUND		TOTAL:	774.98

PACKET: 04385 COMBINED - 7/13/18

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNEAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-53770	610-4360-426	SUPPLIES NO PARKING SIGNS - P&T	000000	60.00
01-1003	VERIZON WIRELESS					
		I-9808949826	610-4360-424	RENTALS PHONE SERVICE - METERS/P&T	000000	40.01
01-3712	PASSPORT LABS, INC.					
		I-180611-164	610-4360-422	PROFESSIONAL JUNE MOBILE PAY - METERS	000000	218.75
01-4045	RUSSELL, JERAMY					
		I-062618	610-4360-426	SUPPLIES REIMBS.- UNIFORM SHOES / P&T	000000	53.23
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						371.99
01-1503	BLACK HILLS SPECIAL SER					
		I-737	610-4361-422	PROFESSIONAL TROLLEY CLEANING - MARCH	000000	1,435.00
		I-767	610-4361-422	PROFESSIONAL TROLLEY CLEANING - APRIL	000000	1,365.00
		I-794	610-4361-422	PROFESSIONAL TROLLEY CLEANING - MAY	000000	1,435.00
		I-818	610-4361-422	PROFESSIONAL TROLLEY CLEANING - JUNE	000000	2,450.00
01-1543	ZEP SALES & SERVICE					
		I-9003500814	610-4361-426	SUPPLIES ZEP SALES & SERVICE	000000	542.43
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-738800	610-4361-426	SUPPLIES HIGH TEMPERATURE - TROLLEY	000000	14.82
		I-32-739191	610-4361-426	SUPPLIES VACUUM CHECK VALVE - TROLLEY	000000	7.55
		I-32-739855	610-4361-426	SUPPLIES 2-WAY CONN, 5-AWG - TROLLEY	000000	87.22
		I-32-740265	610-4361-426	SUPPLIES SUPER GLUE - TROLLEY	000000	24.04
01-3119	CERTIFIED LABORATORIES					
		I-3183068	610-4361-426	SUPPLIES SPARKLE AEROSOL - TROLLEY	000000	178.29
01-3346	REGIONAL HEALTH					
		I-700000832-6/24/18	610-4361-422	PROFESSIONAL TESTING	000000	55.00
01-4036	SCOTT PETERSON MOTORS O					
		I-123963	610-4361-426	SUPPLIES INDICATOR ASSEMBLY - TROLLEY	000000	62.38
01-4359	FRONTIER GLASS OF BELLE					
		I-11073492	610-4361-425	REPAIRS REPLACE WINDSHIELD - TROLLEY	000000	348.31
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						8,005.04
01-0429	BLACK HILLS ENERGY					
		I-POWER 06-28-18	610-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	779.72
01-0510	GOLDEN WEST TECHNOLOGIE					

PACKET: 04385 COMBINED - 7/13/18

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 362 BROADWAY GARAGE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0510	GOLDEN WEST TECHNOLOGIE	continued				
		I-335797	610-4362-422	PROFESSIONAL EMAIL SECURITY,OFFSITE BACKUP	000000	52.50
01-3151	KONE INC.					
		I-949949450	610-4362-422	PROFESSIONAL JUNE MAINTENANCE COVER/REC CEN	000000	149.80
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	982.02

				FUND 610 PARKING/TRANSPORTATION	TOTAL:	9,359.05

PACKET: 04385 COMBINED - 7/13/18

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-JUNE 071318	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	5,813.61
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						5,813.61
				FUND	722 SALES TAX AGENCY	TOTAL:
						5,813.61

PACKET: 04385 COMBINED - 7/13/18

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-070918	723-4000-429	OTHER CITY SLOTS - PYMT 1, YR 1	000000	109,375.00
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	109,375.00
				FUND 723 NICKEL SLOT PAYMENT AGENCY	TOTAL:	109,375.00
					REPORT GRAND TOTAL:	345,442.56



7-16-18
5A
427 SOUTH CHAPELLE
C/O 500 EAST CAPITOL
PIERRE SD 57501-5070
(605) 773-3595

MARTIN L. GUINDON, CPA
AUDITOR GENERAL

July 16, 2018

Charles Turbiville, Mayor
And
Mary Jo Nelson, Finance Officer

Municipality of Deadwood
102 Sherman Street
Deadwood, SD 57732

This will confirm our understanding of the services we are to provide Municipality of Deadwood (Municipality) as of December 31, 2017 and for the year then ended. We will perform a financial and compliance audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Municipality as of December 31, 2017 and for the year then ended and the related notes to the financial statements, which collectively comprise the Municipality's basic financial statements.

Accounting standards generally accepted in the United States of America require the Management's Discussion and Analysis, Budgetary Comparison Schedules, Schedule of Funding Progress, Schedule of Municipality Contributions and the Schedule of Municipality's Proportionate Share of the Net Pension Liability (Asset) be presented to supplement the Municipality's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Municipality's required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any form or assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures, but will not be audited:

- Budgetary Comparison Schedules
- Schedule of Municipality Contributions
- Schedule of the Municipality's Proportionate Share of the Net Pension Liability (Asset)

You have opted to not present Management's Discussion and Analysis that the Governmental Accounting Standards Board has determined is necessary to supplement, although not required to be part of, the basic financial statements. We will adjust our opinion on the financial statements accordingly for this omission.

Audit Objectives

The objective of our audit is the expression of our opinions as to whether the Municipality's basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first section above when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal controls related to the financial statements and compliance with laws, regulations, contracts and grant agreements, and other matters, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (a) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and (b) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting. The reports are intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. However, because these reports are required by South Dakota Codified Law 4-11-11, they are a matter of public record and their distribution is not limited.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our audit will include tests of accounting records and other procedures we consider necessary to enable us to express such our opinions and to render the required reports.

If during the course of our audit we find that we are unable to express unmodified opinions on the fairness of the financial statements for any opinion unit we will notify you of the problems encountered. If, for any reason, we are unable to complete the audit, we will not issue a report as a result of this engagement, but we will bill you at our standard hourly rates for the value of services rendered to date of termination of the engagement.

Management Responsibilities

Management is responsible for the preparation and fair representation of basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will provide guidance with the preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. If applicable, you will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we may provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial

statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information (as applicable) of the Municipality and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon **OR** make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Management will coordinate with our office to ensure that the Department of Legislative Audit's (DLA) independence is not impaired by hiring former or current DLA manager or professional employees in a key position, as defined in the AICPA *Code of Profession Conduct*, which would cause a violation of the AICPA *Code of Professional Conduct* or other applicable independence rules. Any employment opportunities with the Municipality for a former or current DLA manager or professional employee should be discussed with the Auditor General or Local Government Audit Manager before entering into substantive employment conversations with the former or current DLA manager or professional employee.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Accordingly, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and the appropriate law enforcement officials of any violations of laws or regulations and any fraud or illegal acts that come to our attention, unless clearly inconsequential. We will include such matters in the reports required by *Government Auditing Standards*. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the

financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on the effectiveness of internal control or to identify all significant deficiencies or material weaknesses. However, we will communicate to you of any matters involving internal control and its operation that we consider to be material weaknesses or significant deficiencies under standards established by the American Institute of Certified Public Accountants. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We will also inform you of any other matters involving internal controls, if any, as required by *Government Auditing Standards*.

Audit Procedures - Compliance

Compliance with laws, regulations, contracts, agreements and other matters applicable to the Municipality is the responsibility of management. As part of obtaining reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement, we will perform tests of Municipality's compliance with certain provisions of applicable laws, regulations, contracts, agreements and other matters. However, the objective of those procedures will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion in our report issued pursuant to *Government Auditing Standards*.

Audit Administration, Fees, and Other

Our fee for these services will be based on the time actually spent at our standard hourly rate which is determined in accordance with state statute and is subject to change each July 1st. Our Fiscal Year 2019 rate has not been determined but will approximate our Fiscal Year 2018 rate of \$67.00. We will not bill you for travel time spent coming to and from your location or for time spent giving assistance or working on other projects while on site at your location.

Government Auditing Standards state that if the Auditor's Report discloses deficiencies in internal control, fraud, illegal acts, violations of provisions of contracts or agreements, or abuse, the entity should provide the views of the responsible officials concerning the findings, conclusions, and recommendation, as well as planned response. Such response will be included in the audit report. If the Municipality does not respond or chooses not to respond we are required to state this in the audit report.

The audit documentation will be available at the completion of our audit for inspection at our Pierre office by other auditors as well as management of the Municipality during normal working hours. The audit documentation will be retained for a minimum of five years following the date of the audit report.

We understand that your employees will assist us whenever possible and will perform such functions as pulling documents selected by us for testing. If your employees cannot accomplish these tasks when requested, we will perform them and bill for our services at the above hourly rate.

Should unforeseen circumstances arise that would require a significant extension of our auditing procedures, we would discuss with you the specific matters involved before extending our audit scope and incurring additional costs. In such a case, this letter may need to be modified and reissued.

The audit report should be issued in final form, and all required report filings accomplished, estimated to be no later than sixty (60) calendar days from the date of the audit report. Our Local Government Audit Manager is the engagement partner and is responsible for supervising the engagement.

Government Auditing Standards require that our office undergo an external quality control review on a periodic basis. A copy of our latest external quality control review letter will be provided to you upon request and is also publicly available on our website (<http://legislativeaudit.sd.gov>).

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions please let us know.

If this letter correctly expresses your understanding, please sign both copies where indicated and return one copy to us.

Sincerely,

Bruce Hintz
Auditor In Charge

Approved:

Mayor

Date

Municipality Finance Officer

Date

7-16-18
5B



June, 15 2018

To: Mayor Turbiville,

This letter is to serve as the written 30 day notice to terminate the "Broadway Parking Structure Lease Agreement" between the City of Deadwood and the Holiday Inn Express and Hotel by Gold Dust that was executed on November 16th, 2017. We have been in this partnership with the city since we purchased the Holiday Inn Express in 2007 as well as the addition of the Gold Dust Hotel in July of 2013. We greatly appreciate the opportunities that the city has provided our properties and we look forward to many more years of continued mutual support, but this is our 30 day written notice effective June 15, 2018.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Lamont", written over a horizontal line.

Jeff Lamont

7-16-18
50

Mayor's Proclamation

Whereas, the City of Deadwood relies on hard working international J-1 student workers to cover additional staffing needs during the peak season. Many of these positions would remain unfilled without the influx of international student workers over these busy months. Businesses would remain unable to fulfill all of our Guest's needs without the help of these students.

Whereas, Deadwood businesses are happy to provide job experiences for international student workers. The citizens and employees of Deadwood are able to share their culture with these international students and these students, in turn are able to reciprocate in sharing their way of life and many traditions.

Therefore, be it resolved that I, Charles Turbiville, Mayor of Deadwood, do proclaim July 23rd, 2018 as **International J-1 Student Workers Day** in the City of Deadwood. I encourage residents and businesses to recognize the positive impact of international workers and to welcome and thank those who find their way into our community.

Mayor Charles Turbiville

7-16-18
6A

Q-110200-43280.668KW

Issued: 06/29/2018

Quote Expiration: 07/31/2018

Account Number: 111005

Start Date: 06/25/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO

Andrew Larive
Deadwood Police Dept.-SD
100 SHERMAN ST.
Deadwood, SD 57732
US

BILL TO

Deadwood Police Dept.-SD
100 SHERMAN ST.
Deadwood, SD 57732
US

SALES REPRESENTATIVE

Kevin Watson
Phone: 480-463-2203
Email: kwatson@axon.com
Fax: 480-378-3311

PRIMARY CONTACT

Andrew Larive
Phone: 605-578-2623
Email: andrewl@cityofdeadwood.com

TASER 60 Unlimited - 2018 Payment

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88130	UCP STANDARD - YEAR 1 PAYMENT	16	128.00	128.00	2,048.00
Hardware					
44205	Cartridge - Simulation	48	0.00	0.00	0.00
44203	CARTRIDGE - 25' HYBRID	32	0.00	0.00	0.00
22012	TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P	3	62.00	0.00	0.00
11003	YELLOW X26P CEW, HANDLE	3	1,022.00	766.00	2,298.00
11004	WARRANTY, 4 YEAR, X26P	3	318.00	218.00	654.00
Subtotal					5,000.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					5,000.00

2019 Payment

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88131	UCP STANDARD - YEAR 2 PAYMENT	16	128.00	137.07	2,193.12
Subtotal					2,193.12
Estimated Tax					0.00
Total					2,193.12

2020 Payment

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88132	UCP STANDARD - YEAR 3 PAYMENT	16	128.00	137.07	2,193.12
				Subtotal	2,193.12
				Estimated Tax	0.00
				Total	2,193.12

2021 Payment

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88133	UCP STANDARD - YEAR 4 PAYMENT	16	128.00	137.07	2,193.12
				Subtotal	2,193.12
				Estimated Tax	0.00
				Total	2,193.12

2022 Payment

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88134	UCP STANDARD - YEAR 5 PAYMENT	16	128.00	137.07	2,193.12
				Subtotal	2,193.12
				Estimated Tax	0.00
				Total	2,193.12

Grand Total	13,772.48
--------------------	------------------



Discounts (USD)

Quote Expiration: 07/31/2018

List Amount	14,446.00
Discounts	673.52
Total	13,772.48

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
TASER 60 Unlimited - 2018 Payment	5,000.00
2019 Payment	2,193.12
2020 Payment	2,193.12
2021 Payment	2,193.12
2022 Payment	2,193.12
Grand Total	13,772.48



7-16-18

6C

2680 Commerce Rd
Rapid City SD 57702
605-342-7644 ~ 800-658-5457
605-342-4036 Fax
www.warnechemical.com

June 26, 2018

Quote Prepared For: City of Deadwood
Contact: Bob Nelson, Zoning Administrator / City Planner
108 Sherman St, Deadwood SD 57732
Phone: (605) 578-2082
Email: bobjr@cityofdeadwood.com

Quote Prepared By: Ken Vahle

WHITEWOOD CREEK PHASE 2 – WEED SPRAY QUOTE

Project Area 1

- Less noxious weeds than in 2017
- Broadleaf weed control along both sides of creek from second bridge to east and giant culvert on west
- Includes motorized unit with two applicators plus two applicators with back pack sprayers
- Noxious weeds to be controlled Canada thistle, tansy and hounds tongue
- Quote includes labor and chemical
- \$2,400.00 per application

Project Area 2

- Very heavy weed pressure; south side of creek has extremely difficult access
- Broadleaf control along both sides of creek from Hwy 385 behind Comfort Inn to Hwy 385
- Includes motorized unit with two applicators and two applicators with back pack sprayers
- Quote includes labor and chemical
- \$2,900.00 per application

Products To Be Used

- Escort
- Clopyralid
- Aquatic label 2,4-D
- Aquatic label Ecomazapyr

Notes

- I observed the above areas the afternoon of June 25, 2018
- Warne Chemical & Equipment Co is licensed for application of pesticides.
- Warne Chemical & Equipment Co carries a complete insurance package. A certificate of insurance is available upon ordering the above applications.

7-16-18
6D

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
SACRISON PAVING, INC.

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 SACRISON PAVING, INC., with its principal place of business located at 20169 Victor Loop, Whitewood, South Dakota 57793, hereinafter referred to as "SACRISON PAVING;"

WHEREAS, SACRISON PAVING; has agreed to perform specific tasks concerning the paving of 76 Parking Lot, East Shop Parking Lot Crack Repair and East Shop parking Lot Patching for a total sum of Fourteen Thousand Nine Hundred Forty Six and 50/100 Dollars (\$14,946.50); and

WHEREAS, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which SACRISON PAVING shall perform the services concerning the paving of the parking lots identified above; and

WHEREAS, the CITY has accepted the proposal from SACRISON PAVING, attached hereto and incorporated herein by reference as "**Appendix A**" based upon the representations made above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. SACRISON PAVING shall perform all work and adhere to all provisions set forth within SACRISON PAVING's proposal;
3. SACRISON PAVING shall install and perform the work described herein in a qualified workmanlike manner;

4. SACRISON PAVING shall provide all signage and/or other markers to prevent injuries to persons or property near or entering the work area;
5. SACRISON PAVING shall indemnify, defend and hold CITY harmless from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expenses including attorney fees arising out of or in connection with any conduct or work of SACRISON PAVING as set forth in this Agreement;
6. SACRISON PAVING shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
7. This Agreement and the rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the state of South Dakota; and
8. Upon completion of each component, SACRISON PAVING shall be paid the subtotal for the completion of each component;
9. SACRISON PAVING shall not be paid any more than Fourteen Thousand Nine Hundred Forty Six and 50/100 Dollars (\$14,946.50) for work completed unless change orders are agreed upon in writing;
10. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied

[signatures and acknowledgements on following pages]

Dated this ____ day of _____, 2018.

CITY OF DEADWOOD

By: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

SACRISON PAVING, INC.

By: _____
Dan Sacrison

Its: President _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Dan Sacrison, known to me to be the President of Sacrison Paving, Inc. 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: _____

Exhibit A



PROPOSAL

TO: City of Deadwood
Attn: Bill Burlison
67 Dunlop Avenue
Deadwood, SD 57732

DATE: June 25, 2018

RE: Patching 2018

Item	Description	Qty	Unit	Unit Price	Total
4	Center Street	415.0	SF	\$ 5.10	\$ 2,116.50
5	Parking Lot / Trail Patch (City Prep)	855.0	SF	\$ 4.80	\$ 4,104.00
6	Walnut & Trail Patch	200.0	SF	\$ 5.25	\$ 1,050.00
7	Madison Street Overlay	2675.0	SF	\$ 4.00	\$10,700.00
8	Washington & Jackson Patch	325.0	SF	\$ 6.10	\$ 1,982.50
TOTAL					\$19,953.00

NOTES:

- We are licensed, insured, and bondable (Bonding fee is not included)
- Subgrade stabilization is excluded. If necessary, it will be completed at time and materials.
- Pricing is based on estimated quantities. Billing to be by field measurements
- Pricing is good until November 1, 2018 if secured within 10 days from date of proposal.
- Payment is due upon completion. In the event that payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 24% will be assessed until paid.

Thank you for the opportunity to serve you!

Sincerely,
SACRISON PAVING

Acceptance: _____
 (Please sign and date and return a copy if you wish us to complete this work).
Your signature makes this proposal a contract for work and payment terms

Chris Boom
 Estimator/Project Manager

7-16-18

6 F

**Hospital
SWIMMING POOL CONTRACT**

THIS AGREEMENT effective the 16th day of July, 2018, by and between the Lead-Deadwood Regional Hospital, hereinafter referred to as **HOSPITAL** and the City of Deadwood, hereinafter referred to as **CITY**.

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

1. Rent. In consideration of the sum of One Dollar (\$1.00) per person in the water, per visit to the pool, the **CITY** agrees to rent to the **HOSPITAL** for its use as provided herein.

2. Term. Availability for therapy activities commencing on November 1, 2018, and ending on October 31, 2019.

3. Termination. Such term may be terminated by either party upon thirty (30) days written notice with or without cause.

4. Payment. **HOSPITAL** agrees to pay said sum upon arrival and before entering the pool.

5. Amendment. No amendments to this agreement are valid unless in writing and signed by both parties.

6. Condition of Pool. **CITY** agrees to maintain the pool in a safe and usable condition. It is agreed between the parties that in the event the pool should become unsafe, inaccessible, unusable, or inoperable, through no fault of **CITY**, **CITY** will not be in breach. This agreement is divisible, and consideration will be pro-rated in the event the pool should become unusable for any reason. Area to be used at any given time shall be at the discretion of **CITY** staff, depending on the needs of the pool facility, to include size of area, location of area and exclusivity of use of area.

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

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

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

10. Additional Compensation. **HOSPITAL** agrees to compensate **CITY** at a rate of Twenty-five and No/100ths Dollars (\$25.00) per staff hour for any additional services requested in writing by **HOSPITAL** in connection with the use of the pool facilities.

11. Assignment. The terms, conditions, and covenants contained in this agreement and any amendments hereto shall bind and inure to the benefit of **CITY** and **HOSPITAL** and their respective successors, heirs, legal representatives and assigns. No assignment of this agreement is valid unless in writing and signed by both parties.

12. Choice of Law. This agreement shall be governed by and construed under the laws of the State of South Dakota.

13. Severability. In the event that any provisions of this agreement shall be held invalid or unenforceable, no other provisions of this lease shall be affected by such holding, and all of the remaining provisions of this lease shall continue in full force and effect pursuant to the terms herein.

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

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

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

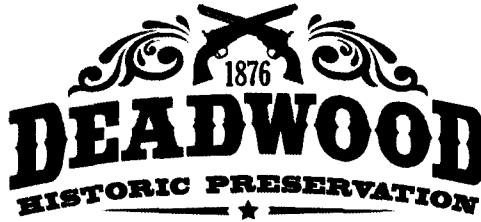
ATTEST:

Mary Jo Nelson, Finance Officer

LEAD-DEADWOOD REGIONAL HOSPITAL

By: _____

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



7-16-18 66
Kevin Kuchenbecker
Historic Preservation Officer
Telephone (605) 578-2082
Kevin@cityofdeadwood.com

MEMORANDUM

Date: July 13, 2018, 2018
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Wild Bill and Calamity Jane Brochures

The Deadwood Historic Preservation Office is requesting permission to purchase 10,000 Wild Bill brochures and 10,000 Calamity Jane brochures to be distributed at the Deadwood Information/Visitor Center. The costs to print these brochures are as follows:

- MS Mail, Deadwood, SD. \$2,700.00

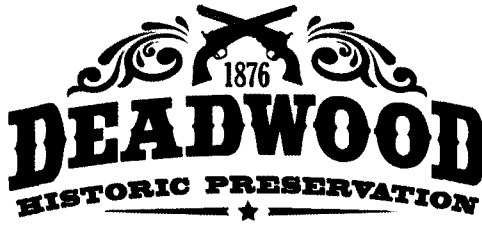
The proposed quote for these brochures is attached to this memorandum.

The Historic Preservation Commission recommends to the City Commission to purchase 10,000 Wild Bill brochures and 10,000 Calamity Jane brochures at a cost of \$2,700 to be paid out of Public Education.

RECOMMENDED MOTION

Move to allow the Historic Preservation Office to purchase 10,000 Wild Bill brochures and 10,000 Calamity Jane brochures for the 2018 tourist season at a cost of \$2,700 to be paid out of Public Education.

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



7-16-18 6H
Kevin Kuchenbecker
Historic Preservation Officer
Telephone (605) 578-2082
Kevin@cityofdeadwood.com

MEMORANDUM

Date: July 13, 2018, 2018
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Days of 76 Museum Split Rail Fence Repairs

The split rail fence at the Days of 76 Museum is in marginal condition and is in need of repairs. Rather than repairing the existing fence it has been determined the new design of the ranch fence is more appropriate. Staff has received a quote from Wheeler for the fencing materials in the amount of \$3,972.90.

It is staff's recommendation to proceed with this project with the new fence design which is more durable and appropriate.

The Historic Preservation Commission recommends to the City Commission to purchase split rail fencing materials from Wheeler for replacement of the Days of Museum not to exceed \$4,000 to be paid out of the HP General Maintenance Account.

RECOMMENDED MOTION

Move to recommend to the City Commission to purchase split rail fencing materials from Wheeler for replacement of the Days of 76 Museum fence not to exceed \$4,000.00 to be paid out of the HP General Maintenance account.



Customer Information:

City of Deadwood

62 1/2 Dunlop
Deadwood, SD 57732

Ship To:

Customer Pickup
Whitewood, SD

Quotation Date:

7/2/18

Attn: Bob Nelson Jr

605-578-2082

bobjr@cityofdeadwood.com

Museum Fence

<u>QTY</u>	<u>"</u>	<u>SIZE</u>	<u>'</u>	<u>DESCRIPTION</u>	<u>BOARD FEET EA</u>	<u>PRICE PER MF</u>	<u>PRICE EA</u>	<u>ITEM TOTAL</u>
				370' of 3 Rail Bollard Fence on 10' Spacing				
38	6	x 6	x 6	#1 D.Fir Rgh QNAP - Fabricated Bollard post	18.00	\$2,350.00	\$42.30	\$1,607.40
57	2	x 6	x 20	#1 D.Fir Rgh QNAP	20.00	\$2,075.00	\$41.50	\$2,365.50

Total \$3,972.90

Total Board Feet: **1,824.00**

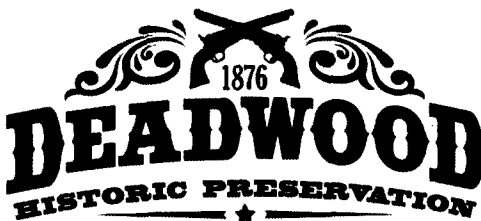
Quote prepared by:
Dave Koch

Notes:

Above price does not include applicable tax
Above price F.O.B. Whitewood, SD
Allow 30-45 days for material

PO Box 8 - Whitewood, SD 57793
Ph. No. 605-269-2215 ext. 17
Fax No. 605-269-2497
Nat'l WATS: 800-843-8304

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



7-16-18 6I

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

MEMORANDUM

Date: July 13, 2018, 2018
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Digitization of Lawrence County Tax Records

The City of Deadwood Archives is requesting permission to enter into a contract with DocuTek of Englewood, Colorado to microfilm and PDF nineteen (19) historic Lawrence County tax ledgers on file in the Case Library at Black Hills State University. These ledgers date from 1881 to 1900 and provide a wonderful amount of genealogical information including individual surname, property description including lot and block, property value, division of finances and total amount for taxes. Photographs of these ledgers and the project estimate are attached to this memorandum.

The Historic Preservation Commission recommends to the City Commission to allow the City Archive to a contract with DocuTek of Englewood, Colorado to microfilm and PDF nineteen (19) historic Lawrence County tax ledgers on file in the Case Library at Black Hills State University. The cost for this project will not exceed \$8,300.00. This is a 2018 budgeted City Archives project.

RECOMMENDED MOTION

Move to allow the City Archives to enter into a contract with DocuTek of Englewood, Colorado to microfilm and PDF nineteen (19) historic Lawrence County tax ledgers on file in the Case Library at Black Hills State University. The cost for this project will not exceed \$8,300.00. This is a 2018 budgeted City Archives project.

Michael Runge

From: Jay Hoagland <jayhoagland@edocutek.com>
Sent: Friday, July 6, 2018 2:08 PM
To: Michael Runge
Subject: FW: Digitize/Microfilm Ledgers Cost Proposal

From: Jay Hoagland [<mailto:jayhoagland@edocutek.com>]
Sent: Friday, July 06, 2018 12:24 PM
To: 'Michael Runge'
Subject: RE: Digitize/Microfilm Ledgers Cost Proposal

Hi Mike,

I am not sure which of the two sets of ledgers are priority?

You could easily do the smaller ones (\$504). Average cost for small ledgers would be \$126.00. The average cost for the large ledgers (if all pages need to be captured , 2040), would be \$612.00/ledger.

Description	Dollar Amount
Budget	\$8,240.00
Digitize 7 Small Ledgers	-\$504.00
Digitize 12 Large Ledgers	-\$7,344.00
	\$896.00 (remaining)

If you want to utilize all funds, we could even do a partial large ledgers and make the numbers match to exactly \$8,240?

So, you can mix and match small/large, or just do large?

Does that help? Do you need to me modify the proposal to match the \$8,240?

Thanks Mike!

Jay Hoagland
DocuTek, Inc.
303-722-5200

From: Michael Runge [<mailto:michael.runge@cityofdeadwood.com>]
Sent: Friday, July 06, 2018 12:03 PM
To: Jay Hoagland
Subject: RE: Digitize/Microfilm Ledgers Cost Proposal

Hi Jay:

Deadwood
TAX LIST OF LAWRENCE COUNTY.

NAME	DESCRIPTION	Lot No.	Value	Partials	Assess	Rate	Amount	County	Payable	Pay.
W. Knight	Lot 10	1000	200	100	100	100	100			
W. Knight	Lot 11	1000	200	100	100	100	100			
W. Knight	Lot 12	1000	200	100	100	100	100			
W. Knight	Lot 13	1000	200	100	100	100	100			
W. Knight	Lot 14	1000	200	100	100	100	100			
W. Knight	Lot 15	1000	200	100	100	100	100			
W. Knight	Lot 16	1000	200	100	100	100	100			
W. Knight	Lot 17	1000	200	100	100	100	100			
W. Knight	Lot 18	1000	200	100	100	100	100			
W. Knight	Lot 19	1000	200	100	100	100	100			
W. Knight	Lot 20	1000	200	100	100	100	100			
W. Knight	Lot 21	1000	200	100	100	100	100			
W. Knight	Lot 22	1000	200	100	100	100	100			
W. Knight	Lot 23	1000	200	100	100	100	100			
W. Knight	Lot 24	1000	200	100	100	100	100			
W. Knight	Lot 25	1000	200	100	100	100	100			
W. Knight	Lot 26	1000	200	100	100	100	100			
W. Knight	Lot 27	1000	200	100	100	100	100			
W. Knight	Lot 28	1000	200	100	100	100	100			
W. Knight	Lot 29	1000	200	100	100	100	100			
W. Knight	Lot 30	1000	200	100	100	100	100			
W. Knight	Lot 31	1000	200	100	100	100	100			
W. Knight	Lot 32	1000	200	100	100	100	100			
W. Knight	Lot 33	1000	200	100	100	100	100			
W. Knight	Lot 34	1000	200	100	100	100	100			
W. Knight	Lot 35	1000	200	100	100	100	100			
W. Knight	Lot 36	1000	200	100	100	100	100			
W. Knight	Lot 37	1000	200	100	100	100	100			
W. Knight	Lot 38	1000	200	100	100	100	100			
W. Knight	Lot 39	1000	200	100	100	100	100			
W. Knight	Lot 40	1000	200	100	100	100	100			
W. Knight	Lot 41	1000	200	100	100	100	100			
W. Knight	Lot 42	1000	200	100	100	100	100			
W. Knight	Lot 43	1000	200	100	100	100	100			
W. Knight	Lot 44	1000	200	100	100	100	100			
W. Knight	Lot 45	1000	200	100	100	100	100			
W. Knight	Lot 46	1000	200	100	100	100	100			
W. Knight	Lot 47	1000	200	100	100	100	100			
W. Knight	Lot 48	1000	200	100	100	100	100			
W. Knight	Lot 49	1000	200	100	100	100	100			
W. Knight	Lot 50	1000	200	100	100	100	100			

Deadwood
DAKOTA, FOR THE YEAR 1880.

Year	Month	Day	Amount	Payable	Remarks
1880	Jan	1	100	100	
1880	Jan	2	100	100	
1880	Jan	3	100	100	
1880	Jan	4	100	100	
1880	Jan	5	100	100	
1880	Jan	6	100	100	
1880	Jan	7	100	100	
1880	Jan	8	100	100	
1880	Jan	9	100	100	
1880	Jan	10	100	100	
1880	Jan	11	100	100	
1880	Jan	12	100	100	
1880	Jan	13	100	100	
1880	Jan	14	100	100	
1880	Jan	15	100	100	
1880	Jan	16	100	100	
1880	Jan	17	100	100	
1880	Jan	18	100	100	
1880	Jan	19	100	100	
1880	Jan	20	100	100	
1880	Jan	21	100	100	
1880	Jan	22	100	100	
1880	Jan	23	100	100	
1880	Jan	24	100	100	
1880	Jan	25	100	100	
1880	Jan	26	100	100	
1880	Jan	27	100	100	
1880	Jan	28	100	100	
1880	Jan	29	100	100	
1880	Jan	30	100	100	
1880	Jan	31	100	100	
1880	Feb	1	100	100	
1880	Feb	2	100	100	
1880	Feb	3	100	100	
1880	Feb	4	100	100	
1880	Feb	5	100	100	
1880	Feb	6	100	100	
1880	Feb	7	100	100	
1880	Feb	8	100	100	
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1880	Feb	13	100	100	
1880	Feb	14	100	100	
1880	Feb	15	100	100	
1880	Feb	16	100	100	
1880	Feb	17	100	100	
1880	Feb	18	100	100	
1880	Feb	19	100	100	
1880	Feb	20	100	100	
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1880	Feb	25	100	100	
1880	Feb	26	100	100	
1880	Feb	27	100	100	
1880	Feb	28	100	100	
1880	Feb	29	100	100	
1880	Feb	30	100	100	
1880	Feb	31	100	100	
1880	Mar	1	100	100	
1880	Mar	2	100	100	
1880	Mar	3	100	100	
1880	Mar	4	100	100	
1880	Mar	5	100	100	
1880	Mar	6	100	100	
1880	Mar	7	100	100	
1880	Mar	8	100	100	
1880	Mar	9	100	100	
1880	Mar	10	100	100	
1880	Mar	11	100	100	
1880	Mar	12	100	100	
1880	Mar	13	100	100	
1880	Mar	14	100	100	
1880	Mar	15	100	100	
1880	Mar	16	100	100	
1880	Mar	17	100	100	
1880	Mar	18	100	100	
1880	Mar	19	100	100	
1880	Mar	20	100	100	
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1880	Mar	22	100	100	
1880	Mar	23	100	100	
1880	Mar	24	100	100	
1880	Mar	25	100	100	
1880	Mar	26	100	100	
1880	Mar	27	100	100	
1880	Mar	28	100	100	
1880	Mar	29	100	100	
1880	Mar	30	100	100	
1880	Mar	31	100	100	
1880	Apr	1	100	100	
1880	Apr	2	100	100	
1880	Apr	3	100	100	
1880	Apr	4	100	100	
1880	Apr	5	100	100	
1880	Apr	6	100	100	
1880	Apr	7	100	100	
1880	Apr	8	100	100	
1880	Apr	9	100	100	
1880	Apr	10	100	100	
1880	Apr	11	100	100	
1880	Apr	12	100	100	
1880	Apr	13	100	100	
1880	Apr	14	100	100	
1880	Apr	15	100	100	
1880	Apr	16	100	100	
1880	Apr	17	100	100	
1880	Apr	18	100	100	
1880	Apr	19	100	100	
1880	Apr	20	100	100	
1880	Apr	21	100	100	
1880	Apr	22	100	100	
1880	Apr	23	100	100	
1880	Apr	24	100	100	
1880	Apr	25	100	100	
1880	Apr	26	100	100	
1880	Apr	27	100	100	
1880	Apr	28	100	100	
1880	Apr	29	100	100	
1880	Apr	30	100	100	
1880	Apr	31	100	100	



LAWRENCE COUNTY SOUTH DAKOTA

TAX LIST FOR THE YEAR 1894

No.	Name	Acres	Value	Tax
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7-16-18
VA

Notice to Bidders

NOTICE IS HEREBY GIVEN, that the City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 p.m. on July 12, 2018, to complete the **"Reconstruction of the Retaining Walls located at 55 Taylor Street (#2018-144)"** for the City of Deadwood. Bids will be publicly opened at 2:00 p.m. on July 12, 2018 in the Commission Chambers at City Hall 102 Sherman Street, Deadwood, SD with results presented to the City Commission on July 16, 2018 at 5:00 p.m.

The contractor shall pay the sum of \$100.00 per day for each day that the project is not completed beyond the project completion date as specified within the plans and specifications. The assessment of liquidated damages for failure to complete the work within the contract period shall not constitute a waiver of the City's right to collect any additional damages which the City may sustain by failure of the contractor to carry out the terms of their contract.

The damages stipulated above are to be deducted from any monies due to contractor as liquidated damages for the loss to the grantee.

Plans and specifications for the project may be obtained electronically from Albertson Engineering, Inc., 3202 West Main Street, Suite C., Rapid City, South Dakota 57702 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

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

Bids must be sealed and marked **"Reconstruction of the Retaining Walls located at 55 Taylor Street"**. Bids shall be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 14th day of June, 2018.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish Black Hills Pioneer: June 21, 2018, and June 28, 2018

For any notice that is published twice:

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

7-16-18
7B

Notice to Bidders

NOTICE IS HEREBY GIVEN, that the City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 p.m. on July 12, 2018, to complete the **"Upper Main Street Archway Project"** for the City of Deadwood. Bids will be publicly opened at 2:15 p.m. on July 12, 2018 in the Commission Chambers at City Hall 102 Sherman Street, Deadwood, SD with results presented to the City Commission on July 16, 2018 at 5:00 p.m.

The contractor shall pay the sum of \$100.00 per day for each day that the project is not completed beyond the project completion date as specified within the plans and specifications. The assessment of liquidated damages for failure to complete the work within the contract period shall not constitute a waiver of the City's right to collect any additional damages which the City may sustain by failure of the contractor to carry out the terms of their contract.

The damages stipulated above are to be deducted from any monies due to contractor as liquidated damages for the loss to the grantee.

Plans and specifications for the project may be obtained electronically from Albertson Engineering, Inc., 3202 West Main Street, Suite C., Rapid City, South Dakota 57702 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

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

Bids must be sealed and marked **"Upper Main Street Archway Project"**. Bids shall be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 14th day of June, 2018.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish Black Hills Pioneer: June 21, 2018, and June 28, 2018

For any notice that is published twice:

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

7-16-18
8A

**NOTICE OF PUBLIC HEARING
APPLICATION FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSE AND
TRANSFER OF RETAIL (ON-OFF SALE) WINE LICENSE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held July 16, 2018, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

1 – Retail (on-off sale) Malt Beverage:

Justin Fuller, Deadwood Beer and Wine LLC, dba Harrys and Joes, 65 Sherman St., Northeast 24 Feet to Seven (7) and all of Lots Nine (9) and Eleven (11), all in Block Thirty (30), Original Town, City of Deadwood.


1 – Retail (on-off sale) wine:

Notice of transfer from Apple Teaching Resources for Effective Education (RW-23145), Northeast 24 Feet to Seven (7) and all of Lots Nine (9) and Eleven (11), all in Block Thirty (30), to Justin Fuller, Deadwood Beer and Wine LLC, dba Harrys and Joes, 65 Sherman St.

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

Dated this 2nd day of July, 2018.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer – July 6, 2018

For any public notice that is published one time:

Published once at the total approximate cost of _____.

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

A. Owner Name and Address

Justin T Fuller
515 S. Main St.
Lead S.D 57754

Owner's Telephone #: 605-584-2654

B. Business Name and Address

Deadwood Beer and Wine LLC
65 Sherman St.
Deadwood S.D. 57732
DBA Harry and JOES

Business Telephone #: 605-584-2654

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Retail (on-off sale) Wine
- Package (off-sale) Liquor
- Retail (on-off sale) Malt Beverage
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package (off sale) Malt Beverage
- Package (off sale) Malt Beverage & SD Farm Wine
- Other (please classify) _____
- Transfer Fee \$150.00

Number of other Package Liquor Licenses held: _____

Number of other On-sale Liquor Licenses held: _____

Is this License in active use? Yes No

D. Legal description of licensed premise:

See Attached

Have you ever been convicted of a felony? Yes No

Do you own or lease this property? (Check one)

E. State Sales Tax Number: Applied

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.

G. New license? Transfer? (\$150) Re-issuance?

H. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 6-26-18 Print Name Justin T. Fuller Signature _____

I. Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality? Yes No County: Lawrence

This application was subscribed and sworn to before me this 26th day of June, 2018

Approving Officer's Telephone number 605-717-2889 Signature: Cindy R. Gackle

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation? Yes No

Are real property taxes paid to date? Yes No

Ineligible for video lottery

Number of video lottery terminals on licensed premise: _____

Renewal - no public hearing held

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

If supplement unchanged from last year check this box and sign below.

State of South Dakota)

Affidavit

:ss

County of)

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC Deadwood Beer and Wine LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 515 S. main st. Lead S.D 57734

Date of incorporation _____

Date of last report filed with Secretary of State _____

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? Yes

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
<u>Justin T. Fuller</u>		<u>515 S. main St Lead SA. 57734</u>	<u>Self-Employed</u>

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of License, Financial Interest Held, and Address of Retail Outlet

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc? Tim Johns

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner _____

Subscribed and sworn to before me this 26th of June, 2018, Lawrence County, State of South Dakota.

My commission expires May 5, 2020

Cindy R. Gacke
(Notary Public)

The Northeast 24 feet to Lot Seven (7) and all of Lots Nine (9) and Eleven (11), all in Block Thirty (30), Original Town of the City of Deadwood, Lawrence County, South Dakota, Subject to Easement, Reservations and Restrictions of Record.

The Northeast 24 feet to Lot Seven (7) and all of Lots Nine (9) and Eleven (11), all in Block Thirty (30), Original Town of the City of Deadwood, Lawrence County, South Dakota, Subject to Easement, Reservations and Restrictions of Record.

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

A. Owner Name and Address

Justin T. Fuller
515 main st.
Lead S.D. 57754

B. Business Name and Address

Deadwood Beer and Wine LLC
65 Sherman St.
Deadwood S.D. 57732
DBA Harry and Joes

Owner's Telephone #: 605-584-2654

Business Telephone #: 605-584-2654

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Retail (on-off sale) Wine
- Package (off-sale) Liquor
- Retail (on-off sale) Malt Beverage
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package (off sale) Malt Beverage
- Package (off sale) Malt Beverage & SD Farm Wine
- Other (please classify) _____
- Transfer Fee \$150.00

D. Legal description of licensed premise:

See Attached

Have you ever been convicted of a felony? Yes No

Do you own or lease this property? (Check one)

E. State Sales Tax Number: Applied

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.

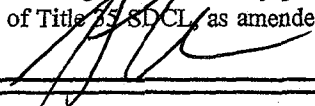
G. New license? Transfer? (\$150) Re-issuance?

Number of other Package Liquor Licenses held: _____

Number of other On-sale Liquor Licenses held: _____

Is this License in active use? Yes No

H. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the state or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 6-26-18 Print Name Justin T Fuller Signature 

I. Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality? Yes No County: Lawrence

This application was subscribed and sworn to before me this 26th day of June, 2018.

Approving Officer's Telephone number 605-717-2889 Signature: Cindy R. Gacke

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____, Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation? Yes No

Are real property taxes paid to date? Yes No

Ineligible for video lottery

Number of video lottery terminals on licensed premise: _____

Renewal - no public hearing held

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

If supplement unchanged from last year check this box and sign below.

Affidavit

State of South Dakota)

:ss

County of)

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC Deadwood Beer and Wine LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 515 S. Main St. Lead SD 57754

Date of incorporation _____

Date of last report filed with Secretary of State _____

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? Yes

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
<u>Justin T Fuller</u>		<u>515 S. Main St Lead S.D 57754</u>	<u>Self</u>

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of License, Financial Interest Held, and Address of Retail Outlet

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc? Tim Johns

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner [Signature]

Subscribed and sworn to before me this 26th of June 2018, Lawrence County, State of South Dakota.

My commission expires May 5, 2020

Cindy R. Hackle
(Notary Public)

The Northeast 24 feet to Lot Seven (7) and all of Lots Nine (9) and Eleven (11), all in Block Thirty (30), Original Town of the City of Deadwood, Lawrence County, South Dakota, Subject to Easement, Reservations and Restrictions of Record.

7-16-18
JB

**NOTICE OF PUBLIC HEARING
APPLICATION FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSE AND RETAIL (ON-OFF
SALE) WINE LICENSE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held July 16, 2018, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

1 – Retail (on-off sale) Malt Beverage:

Scott Jacobs, dba Jacobs Gallery, 670 Main St., Lot 1 and 2, Block 21, City of Deadwood.

1 – Retail (on-off sale) wine:

Scott Jacobs, dba Jacobs Gallery, 670 Main St., Lot 1 and 2, Block 21, City of Deadwood.

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

Dated this 2nd day of July, 2018.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer – July 6, 2018

For any public notice that is published one time:

Published once at the total approximate cost of _____.

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100

A. Owner Name and Mailing Address

Scott Jacobs
670 Main St.
Deadwood SD 57732

B. Business Name and Address

Jacobs Gallery
670 Main St.
Deadwood, SD 57732

Owner's Telephone#: 858 342-5068

Business Telephone #: 605 559-1876

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Retail (on-off sale) Wine
- Package (off-sale) Liquor
- Retail (on-off sale) Malt Beverage
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package (off-sale) Malt Beverage
- Package (off-sale) Malt Beverage & SD Farm Wine
- Other (please classify) _____
- Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 0

Number of other On-sale Liquor Licenses held: 0

Is this License in active use? [] Yes [X] No

D. Legal description of licensed premise:

670 Main St Lot 1, Block 21
672 Main St Lot 2, Block 21

Have you ever been convicted of a felony? [] Yes [X] No

Do you own [X] or lease [] this property? (Check one)

E. State Sales Tax Number: 37-1797233

Alcohol licenses will not be reissued unless all state taxes are paid or are not delinquent

F. Contact the TTB for Federal Alcohol registration at 1-800-937-8864.

G. New license? [X] Transfer? (\$150) _____ Re-issuance? _____

H. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 6/27/18 Print Name Scott Jacobs Signature [Signature]

I. Any application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality? [X] Yes [] No County: Lawrence

This application was subscribed and sworn to before me this 27th day of June

Approving Officer's Telephone Number 605-578-2600 Signature Miss [Signature]

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation? [] Yes [] No

Are real property taxes paid to date? [] Yes [] No

Ineligible for video lottery []

Number of video lottery terminals on licensed premise: _____

Renewal - no public hearing held

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

Company supplement information
(For corporate/partnership/LP/LLC applicants)
 If supplement unchanged from last year check this box and sign below.

State of South Dakota)

Affidavit

County of Lawrence)

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC Scott Jacobs Studio
 Address of office and principal place of business of corporation/partnership/LP/LLC 670 Main St. Deadwood
 Date of incorporation _____
 Date of last report filed with Secretary of State _____
 Are all managing officers of this corporation/partnership/LP/LLC of good moral character? Yes
 Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP, or LLC:

Name	Office	Address	Occupation
<u>Scott Jacobs</u>		<u>670 Main St DW</u>	<u>Owner</u>
<u>Sharon Jacobs</u>		<u>"</u>	<u>Owner</u>
<u>Olivia Jacobs-Chrisman</u>		<u>344 Pine Cone Spearfish</u>	<u>Owner</u>

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation

Name and address of each of the stockholders and number of shares owned or held by each:

Name	Address	Percentage of Shares

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of license of financial interest and address of retail outlet

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

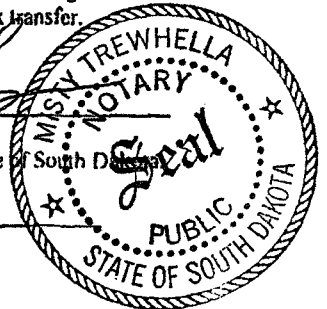
We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner _____

Subscribed and sworn to before me this 27 of July, Lawrence County, State of South Dakota

My commission expires August 28, 2018

Misty Newhella
 (Notary Public)



Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100

A. Owner Name and Mailing Address

Scott Jacobs
670 Main St.
Deadwood SD 57732

B. Business Name and Address

Jacobs Gallery
670 Main St.
Deadwood, SD 57732

Owner's Telephone #: 858 342-5068

Business Telephone #: 605 559-1876

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Retail (on-off sale) Wine
- Package (off-sale) Liquor
- Retail (on-off sale) Malt Beverage
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package (off-sale) Malt Beverage
- Package (off-sale) Malt Beverage & SD Farm Wine
- Other (please classify) _____
- Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 0

Number of other On-sale Liquor Licenses held: 0

Is this License in active use? [] Yes [X] No

D. Legal description of licensed premise:

670 Main St Lot 1, Block 21
672 Main St Lot 2, Block 21

Have you ever been convicted of a felony? [] Yes [X] No

Do you own [X] or lease [] this property? (Check one)

E. State Sales Tax Number: 37-1797233

Alcohol licenses will not be reissued unless all state taxes are paid or are not delinquent

F. Contact the TTB for Federal Alcohol registration at 1-800-937-8864.

G. New license? [X] Transfer? (\$150) _____ Re-issuance? _____

H. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 6/27/18 Print Name Scott T. Jacobs Signature [Signature]

I. Any application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality? [X] Yes [] No County: Lawrence

This application was subscribed and sworn to before me this 27th day of July

Approving Officer's Telephone Number 578-2600 Signature Mista Newhella

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation? [] Yes [] No

Are real property taxes paid to date? [] Yes [] No

Ineligible for video lottery []

Number of video lottery terminals on licensed premise: _____

Renewal - no public hearing held

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

Company supplement information
(For corporate/partnership/LP/LLC applicants)

If supplement unchanged from last year check this box and sign below.

State of South Dakota)

Affidavit

:ss

County of Lawrence)

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC Scott Jacobs Studio
 Address of office and principal place of business of corporation/partnership/LP/LLC 670 Main St. Deadwood
 Date of incorporation _____
 Date of last report filed with Secretary of State _____
 Are all managing officers of this corporation/partnership/LP/LLC of good moral character? Yes
 Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP, or LLC:

Name	Office	Address	Occupation
<u>Scott Jacobs</u>		<u>670 Main St DW</u>	<u>Owner</u>
<u>Sharon Jacobs</u>		<u>"</u>	<u>Owner</u>
<u>Olivia Jacobs-Chrisman</u>		<u>344 Pine Cone Squatfish</u>	<u>Owner</u>

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
_____	_____	_____
_____	_____	_____

Name and address of each of the stockholders and number of shares owned or held by each:

Name	Address	Percentage of Shares
_____	_____	_____
_____	_____	_____

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of license of financial interest and address of retail outlet
_____	_____
_____	_____

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

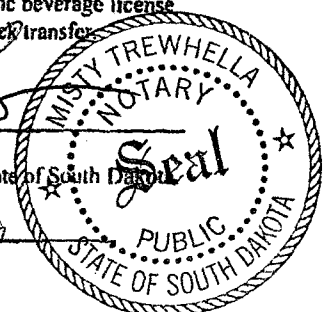
We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner _____

Subscribed and sworn to before me this 27 of July, Lawrence County, State of South Dakota

My commission expires August 28, 2018

Misty Trehella
(Notary Public)



7-16-18
8 C

**NOTICE OF PUBLIC HEARING
MOTORCYCLE PARKING**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held July 16, 2018 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

History & Information Center (Interpretive Parking Lot):

Thursday, August 2 through Sunday, August 12, 2018

- Motorcycle parking in the Interpretive Parking Lot from 10:00 a.m. to 2 a.m. daily.

Main Street:

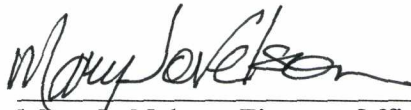
Sunday, July 29 through Sunday, August 12, 2018

- Motorcycle parking on Main Street from Franklin Hotel to Tin Lizzies Gaming Resort, northwest side only, 10 a.m. to 2 a.m. daily.

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

Dated this 2nd day of July, 2018.

CITY OF DEADWOOD

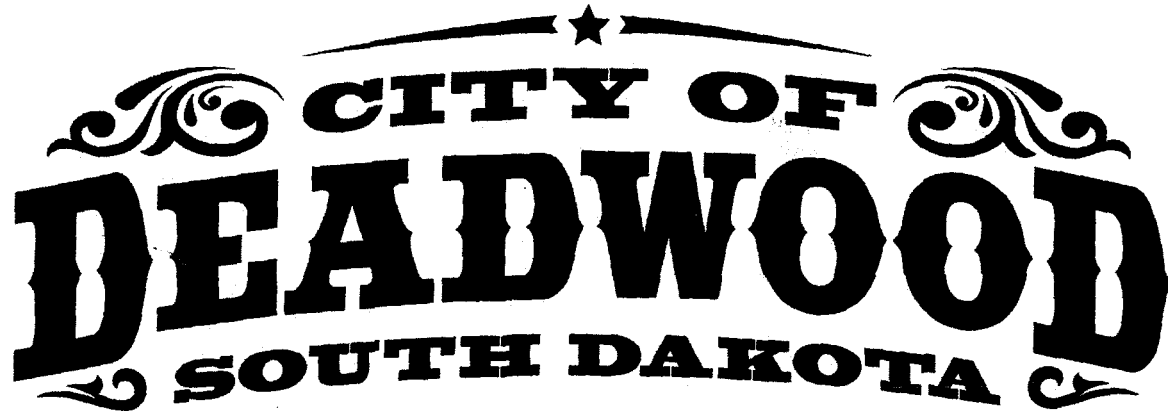


Mary Jo Nelson, Finance Officer

Publish BH Pioneer: July 6, 2018

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

LEGENDS RIDE / 8-6-18 BIKE PARKING 2018

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: BIKE PARKING ON MAIN / LEGENDS RIDE

Event Date(s): 8-6-18 Total Anticipated Attendance: 400⁹
(month, day, year)

(# of Participants 400 # of Spectators _____)

Actual Event Hours: (from): 9 AM AM / PM (to): 3:30 AM / PM

Location / Staging Area: DEADWOOD - PINE

Set up/assembly/construction Date: 8-6-18 Start Time: 9 AM / PM

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

STREET CLOSURE DEADWOOD - PINE 9 AM - 3:30 PM

Dismantle Date: 8-6-18 Completion time: 3:30 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:

DEADWOOD - PINE 9 - 3:30 pm

- 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: THE DEADWOOD CHAMBER OF COMMERCE

Chief Officer of Organization (NAME): LEE HARSTED

Applicant (NAME): SARAH ANDERSON Business Phone: (605) 578-1876

Address: 501 MAIN ST DEADWOOD SD 57732
(city) (state) (zip code)

Daytime phone: (605) 578-1876 Evening Phone: (605) 863-1249 Fax #: (605) 578-2429

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.

Name: _____

Address: _____
(city) (state) (zip code)

Contact person "on site" day of event or facility use SARAH ANDERSON Pager/Cell #: 863-1249
(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

REQUIRED: Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.

FEES / PROCEEDS / REPORTING

- NO** **YES**
- Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).
- Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): \$150 ENTRY FEE / PROCEEDS - CHROME FOR KIDS

OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

LEGENDS RIDE: - 8-6-18 STREET CLOSURE @ PINE-DEADWOOD
9AM - 3:30pm

REQUEST TO WAIVE EVENT DIRECTIONAL BANNERS
REQUEST POLICE ESCORT WHEN RIDE LEAVES AT 3pm

REQUEST BIKE PARKING ON MAIN ST. ONESIDE ONLY
SUN JULY 29TH 2018 - SUN AUG 12TH 2018
10AM - 2AM

REQUEST INTERPETIVE LOT / BIKES ONLY
SUN @ AUG 5TH - SUN AUG 12TH 2018

7-16-18
8D

NOTICE OF HEARING

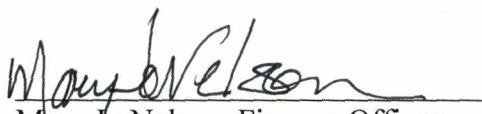
INTENT TO ENTER INTO A LEASE FOR CITY PROPERTY

NOTICE IS HEREBY GIVEN that, pursuant to SDCL 9-12-5.2, the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting to be held on the 16th of July, 2018, in the Commission Chambers at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider entering into a lease agreement with private owner involving Resolution 2018-20, to Lease Soda Fountain to Private Party. Resolution on file in Finance Office.

Notice is further given that any person, persons, or their attorney may appear and be heard at said scheduled Public Hearing who are interested in the approval or rejection of this lease.

Dated this 2nd day of July, 2018.

CITY OF DEADWOOD


Mary Jo Nelson, Finance Officer

Publish BH Pioneer: July 6, 2018

For any public notice that is published one time:

Published once at the total approximate cost of _____.

7-16-18
10A

**CITY OF DEADWOOD AND
SUPER G INVESTMENT CORPORATION
LAND EXCHANGE AGREEMENT**

1. **PARTIES:** The parties to this Land Exchange Agreement (“Agreement”) are **CITY OF DEADWOOD**, a South Dakota municipality which address is 102 Sherman Street, Deadwood, SD 57732 (“City”), and **SUPER G INVESTMENT CORPORATION**, whose address is 708 Main Street, Deadwood, SD 57732 (hereinafter “Super G”).

2. **PURPOSE:** The purpose of this agreement is to set forth the terms and conditions under which the parties agree to an exchange with each other certain interests in the real property described in Paragraph 3 of this Agreement, in the manner stated herein. The exchange was approved by the Deadwood City Commission on July 2, 2018.

3. **PROPERTY:**

A. The South Dakota real property owned by the City which is subject to the terms and conditions of this Agreement is legally described below:

Lot A of Block 24 and 27’ Public Access and Utility Easement, Original Townsite of Deadwood, Lawrence County, South Dakota

B. The South Dakota real property owned by Super G which is subject to the terms and conditions of this Agreement is legally described below:

Lot 4A, Block 20, Formerly Lot 4 and a Portion of Lot A, Block 20, all Located in the SE1/4 of Section 22, T5N, R3E, B.H.M. and Lot 3, Block 20, City of Deadwood, Lawrence County, South Dakota

4. **CONTINGENCIES:** The exchange of land between the City and Super G is contingent upon the following:

A. The exchange is contingent upon the property being conveyed to City being developed as a public recreation space.

B. The exchange is contingent upon the raising of Two Million and 00/100 Dollars (\$2,000,000.00) in private matching funds on or before October 1, 2018 in order to complete the public recreation space.

5. **CONSIDERATION AND EXCHANGE:** After the contingencies set forth in paragraph 4 are met, in consideration of the mutual promises and obligations herein contained, the parties agree as follows:

- A. The City shall execute and deliver a Deed conveying to Super G, all of their interest in the property described in paragraph 3A above, subject only to the easements, covenants, rights-of-way, restrictions and reservations of record.
- B. Super G shall execute and deliver a Warranty Deed conveying to the City, all of its interest in the property described in paragraph 3B above, subject only to the easements, covenants, rights-of-way, restrictions and reservations of record.
- C. Super G agrees to reimburse the City for all costs associated with the demolition of the Pavillion which was located on the property conveyed to Super G pursuant to this agreement as well as the costs of creating a parking lot on this location in the total amount of _____.
- D. The parties agree that the real property exchanged is of equal value and that no monies are exchanged.

There are no items of personal property in this exchange.

6. **TITLE:** The parties warrant and represent to each other, both now and at the time of Closing, that they have good and merchantable title to the property described herein, free and clear of all liens, mortgages, and encumbrances.

7. **TITLE INSURANCE:** Super G agrees to deliver to City a title insurance policy showing good and merchantable title to the real property hereinbefore described. City shall have 30 days in which to object to the title commitment.

8. **CLOSING:** Closing shall take place at Lawrence County Title as soon as possible after the contingencies set forth in paragraph 4 are met as the parties agree in writing. At closing, the parties shall:

- A. Execute and deliver the Warranty Deeds as required herein and in such form as is necessary to convey the interests in the property in accordance with the requirements of this Agreement; and
- B. Execute any necessary closing documents.

9. **REAL PROPERTY TAXES:** The parties agree that all taxes for property described in paragraph 3A for 2017 payable in 2018 shall be the responsibility of City and all taxes for 2018, payable in 2019, shall be prorated to the date of sale.

Further, the parties agree that all taxes for property described in paragraph 3B for 2017 payable in 2018 shall be the responsibility of Super G and all taxes for 2018 payable in 2019 shall be prorated to the date of sale.

10. **COSTS:** The following costs shall be paid at Closing:

- (1) The City shall pay for deed preparation for both parties.

- (2) The parties shall each pay the recording fees for their respective conveyances
 - (3) Attorney's fees shall be paid by the party incurring them.
 - (4) The parties shall each pay any applicable transfer fees.
11. **AS IS:** The parties agree they are accepting the exchanged real property in its existing condition. The parties further agree that no representations or warranties have been made other than those contained in this Agreement.
12. **DEFAULT:** The parties agree that if either party defaults under the terms and conditions of this Agreement, the breached party shall have all remedies available to them under the laws of the state of South Dakota including the right to specific performance and reasonable attorney fees and costs for the prevailing party.
13. **TIME OF THE ESSENCE:** The parties agree that time is of the essence in this Agreement.
14. **ENTIRETY:** The parties agree that this writing constitutes the entire agreement between them regarding the exchange of interests in the real property described herein, and that there are no other oral agreements or other agreements or understandings of any kind or character except those contained herein.
15. **BINDING EFFECT:** This Agreement shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.
16. **APPLICABLE LAW:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Lawrence County, state of South Dakota.
17. **COUNSEL:** The parties acknowledge and represent that the Attorney for the City prepared this Agreement on behalf of and in the course of its representation of the City of Deadwood. Both parties participated in the drafting of this Agreement and the language herein shall not be construed in favor of either party.

This Agreement may be signed in counterparts.

(signatures and acknowledgements on following pages)

Dated this ____ day of _____, 2018.

CITY OF DEADWOOD

By _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2018.

Tom Reusch

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Tom Reusch, 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: _____

[End of Agreement]

7-16-18
10B

**ORDINANCE NUMBER 1277
SUPPLEMENTAL BUDGET APPROPRIATION #2 FOR 2018**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2018:

FUND 0212 \$230,000.00 for marketing efforts
Source of Revenue: Proceeds from occupancy tax

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

CITY OF DEADWOOD

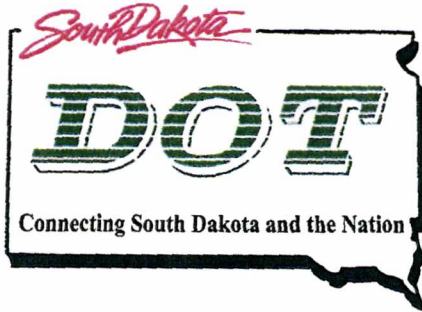
Charles M. Turbiville, Mayor

ATTEST: Mary Jo Nelson, Finance Officer

First Reading: July 2, 2018
Second Reading: July 16, 2018
Published: July 19, 2018
Effective: July 19, 2018

7-16-18

10C



Department of Transportation

Division of Planning/Engineering

Office of Project Development

700 E Broadway Avenue

Pierre, South Dakota 57501-2586 605/773-6641

FAX: 605/773-6608

July 3, 2018

To: City of Deadwood
Mary Jo Nelson, Finance Officer
102 Sherman St.
Deadwood, SD 57732-1309

Subject: NH 014A(15)41 PCN 04FA, is located on United States Highway 14A (US14A), from Railroad Avenue to east of the junction of United States Highway 85 (US85). The STATE PROJECT consists of mill and asphalt concrete resurfacing, ADA curb ramps, traffic signals, joint repair, spall repair, and install left turn lane.

Attached is the Joint Powers Maintenance and Encroachment and Financial Agreement between the City of Deadwood and the Department of Transportation. Please note that I will need a **copy of the City/Board Commission minutes** giving the Mayor permission to sign the agreement

Refer to the attachments to this letter which reference items as shown in the agreement.

Please return the signed originals to me, and I will complete the in house process for signatures and have the agreement assigned a contract number. Once this is completed, I will return one (1) signed original to you for your records.

If you have any questions please give me call at any time.

Thank you,

A handwritten signature in black ink that reads 'Marilyn Patterson'. The signature is written in a cursive, flowing style.

Marilyn Patterson
Project Development Office
Department of Transportation
700 East Broadway Avenue
Pierre, SD 57501
(605) 773-6642

Attachment for 3.B.

PCN 04FA - Deadwood

City requested work

ramp at west edge of Lower Main St intersection (Sta a 0+08 L)
ramps and approach pavement at Volin St (Sta a 2+10 L)

	Unit	\$/Unit	\$
Remove Concrete Curb and/or Gutter	95 Ft	\$7.00	\$665
Remove Asphalt Concrete Pavement	26 SqYd	\$5.00	\$130
Remove Concrete Sidewalk	42 SqYd	\$9.00	\$379
8" PCC Approach Pavement	30 SqYd	\$75.00	\$2,248
Type B68 Concrete Curb and Gutter	46 Ft	\$40.00	\$1,840
Type P8 Concrete Gutter	49 Ft	\$32.00	\$1,568
Type 1 Detectable Warnings	30 SqFt	\$60.00	\$1,800
4" Concrete Sidewalk	182 SqFt	\$9.00	\$1,634
Asphalt Concrete at Volin Street	177 SqYd		\$1,267
		Subtotal	\$11,530
Engineering Design Cost 5.0%			\$576.51
Engineering Construction Cost 4.0%			\$461.21
		TOTAL	\$12,568

Attachment for 5.A.

Parcel 3

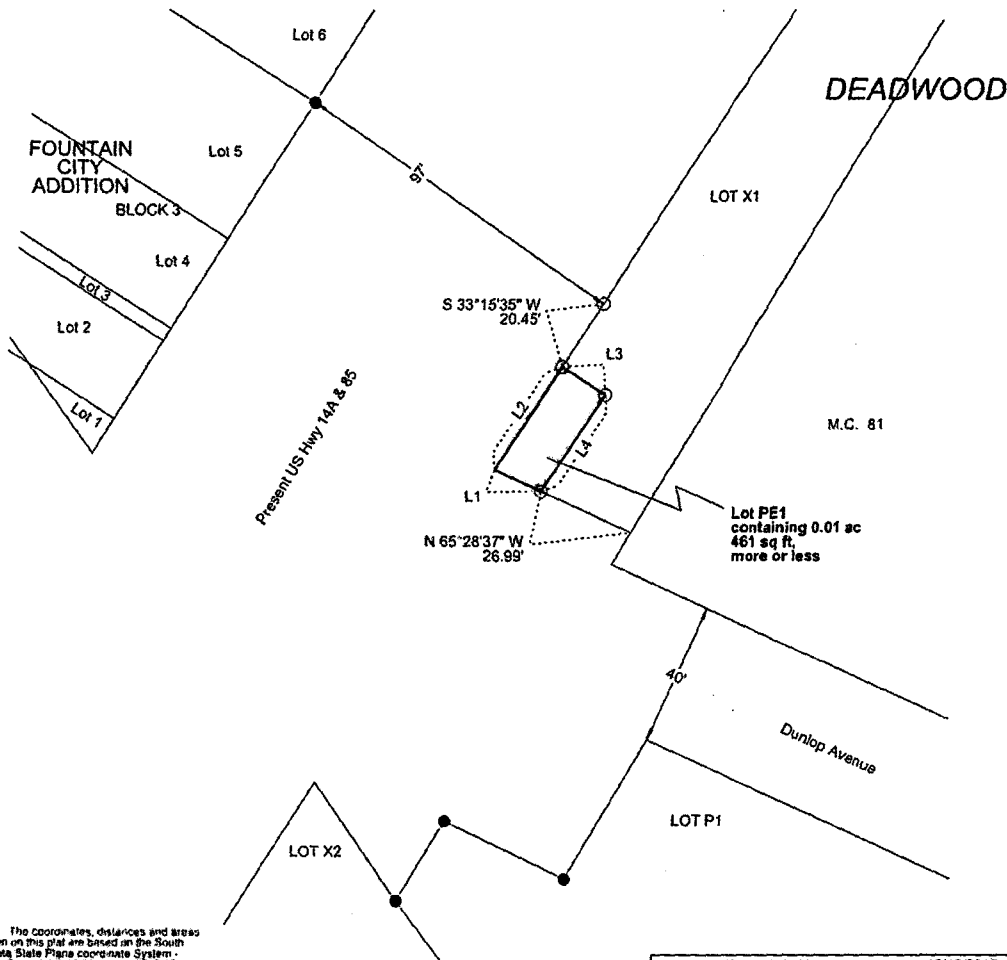
PLAT OF LOT PE1

in Lot X1 in Lots 2-8 and part of Lots 1 and 9 in Block 2 of Fountain City Addition to Deadwood

LAWRENCE COUNTY, SOUTH DAKOTA
 Showing a permanent easement to be acquired for highway purposes for construction of Project NH 014A(15)41
 Scale 1 inch = 30 feet

- LEGEND**
 [Symbol] = existing right of way
 ● = found corner
 ○ = found corner (not used)
 ○ = set corner
 All monumentation will be set upon project completion

	Bearing	Length
L1	N 65° 28' 37" W	14.18
L2	N 33° 15' 35" E	34.00
L3	S 66° 44' 25" E	14.00
L4	S 33° 15' 35" W	31.85



Note: The coordinates, distances and areas shown on this plat are based on the South Dakota State Plane coordinate System - North Zone NAD 83-96, spheroid 2002 00, Goid. CS SF = 0.999815196

Drawn By Kimberly L. Herrman Date 12/18/2017
 Checked By Jon Nelson Date 12/19/2017

SURVEYOR'S CERTIFICATE

I, JONATHAN J. NELSON, Registered Land Surveyor, in and for the State of South Dakota do hereby certify that as ordered by the South Dakota Department of Transportation the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such parcel of land shall be hereafter known by the lot number designated herein. The location and dimensions of the parcel are shown on this plat.

In witness whereof, I have set my hand and seal this _____ day of _____ A.D. 20____

Registered Land Surveyor
 Registration No. 5029



OFFICE OF REGISTER OF DEEDS

State of South Dakota
 County of _____ ss
 Filed for record the _____ day of _____ A.D. 20____, at _____ M., and recorded in Books of Plats _____ on Page _____ thereon

04FA

Register of Deeds by _____ Deputy

a011p

**STATE OF SOUTH DAKOTA
JOINT POWERS
MAINTENANCE AND ENCROACHMENT AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
CITY OF DEADWOOD**

This Agreement is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Deadwood, South Dakota, referred to in this Agreement as the "CITY." The parties acknowledge and agree the CITY'S population is deemed to be 1,261 for purposes of this Agreement.

1. JOINT POWERS

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the CITY and the STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use for this Agreement.

2. STATE PROJECT

The STATE and the CITY concur in the proposal for the new construction or improvement of streets identified by South Dakota Federal Aid Construction Project Number NH 014A(15)41 PCN 04FA, referred to in this Agreement as the "STATE PROJECT." The STATE PROJECT is located on United States Highway 14A (US14A), from Railroad Avenue to east of the junction of United States Highway 85 (US85). The STATE PROJECT consists of mill and asphalt concrete resurfacing, ADA curb ramps, traffic signals, joint repair, spall repair, and installation of a left turn lane.

3. CONTRACT PROCUREMENT

- A. The STATE will design, advertise, let to contract, award, and be the contracting party for the STATE PROJECT.
- B. As part of the STATE PROJECT and as requested by the CITY, the STATE will design and construct additional ADA compliant curb ramps at the west edge of the lower Main Street intersection (Station a 0+08 L) and ADA compliant curb ramps and approach pavement at Volin Street (Station a 2+10 L). The CITY will reimburse the STATE a lump sum amount which represents the cost of design and construction. The CITY'S lump sum reimbursement to the STATE is Twelve Thousand Five Hundred Sixty-eight Dollars (\$12,568.00).
- C. As part of the STATE PROJECT and as requested by the CITY, the STATE will install video detection instead of the standard traffic detection loops at the traffic signals. The STATE'S estimated cost of installing standard traffic detection loops is Twenty-two Thousand Eighty Dollars (\$22,080.00). The CITY'S estimated cost of installing video detection is Twenty Thousand Three Hundred Seventy-four Dollars (\$20,374.00). If the actual cost of installing video detection exceeds the estimated cost of installing standard traffic detection loops, the CITY will reimburse the STATE for the difference between the estimated cost of installing the STATE'S standard detection loops and the actual cost of installing the video detection. Actual costs will be based upon actual bids and quantities.
- D. The CITY will pay the STATE within thirty (30) days of receipt of billing from the STATE.

4. CONCRETE INSPECTION AND TESTING

- A. The STATE will perform concrete inspection and testing for the CITY PROJECT that includes PCC pavement in the roadway and sidewalk that is not part of the STATE plans. The STATE will bill the CITY at a rate of One Hundred Dollars (\$100.00) per each air/slump/unit weight and concrete cylinder casting and compressions testing. There will be no additional cost for aggregate graduations testing .
- B. The CITY will pay the STATE within thirty (30) days of receipt of billing from the STATE.

5. RIGHT-OF-WAY

As part of the STATE PROJECT, the CITY will grant temporary and permanent easements for highway purposes that will be required for ADA curb ramps. The CITY and STATE will execute all documents necessary for the STATE'S acquisition of these easements. The CITY will grant temporary and permanent easements to the STATE for the following parcels:

- A. Parcel 3 – Lot PE1 and temporary easement in Lot X1 in Lots 2-8 and part of Lots 1 and 9 in Block 2 of Fountain City Addition to Deadwood;
- B. Parcel A4 – Temporary Easement in Lot X2 in Lots 1-8 in Block D of Fargo's Addition to Deadwood; and
- C. Parcel A6 – Temporary Easement in Lot X2 in Lots 12-17 and part of Lot 11 in block 2 of Fountain City Addition to Deadwood.

6. COMBINATION LETTING

- A. The STATE will let the CITY'S watermain, pedestrian lighting, utility trench, irrigation, sanitary sewer main improvements, and '76' pressure reducing valve improvement project in combination with the STATE PROJECT. The CITY'S project is designated as CITY Project Number 17-1025 PCN X04P, and referred to in this Agreement as the "CITY PROJECT." The CITY PROJECT is located within the STATE PROJECT limits.
- B. The CITY will provide the STATE with all plans, specifications, contract provisions, and cost estimates for the CITY PROJECT. Each bidder will be required to submit separate bids covering the CITY PROJECT and the STATE PROJECT. Award of the contract will be to the one bidder based on the total combination bid for the two projects. The lowest responsible bid on the STATE PROJECT will be the basis for determining state and federal funds participation.
- C. If the total low combination bid for the CITY PROJECT and the STATE PROJECT does not have, as part of that bid, the lowest bid on the STATE PROJECT, the CITY will pay to the STATE the difference between that portion of the successful combination bid attributable to the STATE PROJECT and the lowest bid on the STATE PROJECT. The CITY will pay the STATE within thirty (30) days of receipt of billing from the STATE.
- D. The STATE will award the contracts for both the STATE PROJECT and the CITY PROJECT; however, the CITY will be the contracting party for the CITY PROJECT. The CITY will make all payments under the contract for the CITY PROJECT directly to the contractor. The CITY'S estimated cost for the CITY PROJECT is One Million Two Hundred Thousand Dollars (\$1,200,000.00). Actual cost will be based upon bids and final quantities.
- E. Except as set forth in section 6.F., if applicable, the CITY will provide for purposes of final acceptance by the STATE, all construction engineering for the CITY PROJECT, including all construction

supervision and inspection, physical testing, measuring in-place quantities, and documenting locations for as-built records.

- F. For the top of the utility trenches, the STATE will conduct inspection of the trench backfill, trench compaction testing, and moisture and density testing for the UTILITY PROJECT. The top of the utility trenches is defined as two feet (2') below the bottom of the undercut. The STATE will provide the CITY with a copy of all test reports for this portion of the UTILITY PROJECT. The CITY will pay the STATE for the cost of this testing and these inspections. The STATE will bill the CITY for testing and inspections based on the actual number of locations. Each moisture test will be charged at the rate of Twenty-five Dollars (\$25.00) and each density test will be charged at the rate of Seventy-five Dollars (\$75.00). The STATE will determine the number and location of the testing and inspections when final plans have been received by the Area Engineer. The CITY will pay the STATE for this work within thirty (30) days of receipt of billings from the STATE.
- G. Except for the top of the utility trenches, the CITY will conduct inspection of the trench backfill, trench compaction testing, and moisture and density testing for the CITY PROJECT. The CITY will provide the STATE with a copy of all test reports within forty-eight (48) hours of testing. The CITY will be responsible for ensuring that all work and test results on the CITY PROJECT are satisfactory to the STATE. The CITY will ensure all testing conducted by the CITY conforms to the South Dakota Department of Transportation Standard Specifications for Roads and Bridges, 2015 Edition, except as modified by any applicable special or supplemental provisions. The CITY will also ensure that all testing conducted by the CITY conforms to the STATE'S most recent Materials Manual. All personnel conducting testing must meet the requirements of the South Dakota Department of Transportation's Materials Testing and Inspection Certification Program Manual.

7. RESPONSIBILITY FOR MAINTENANCE, POLICING ENCROACHMENTS, AND OTHER ACTIVITIES

The CITY is responsible for policing encroachments, performing maintenance and repair activities, limiting access, enforcing parking prohibitions, and servicing lighting systems along the STATE PROJECT in accordance with the terms of the "Maintenance and Encroachment Agreement," executed on April 11, 2006, and assigned Agreement Number 613157 by the STATE, and any amendments to that agreement entered into by the parties now or in the future.

8. SIGNALS

If a signal system is installed on any portion of the STATE PROJECT located within the CITY'S municipal boundaries, that signal system will be subject to the terms of the agreement entered into between the parties effective May 10, 2010, entitled "Maintenance Agreement Between a Local Government Authority and the State of South Dakota for Traffic Signals on State Highway System" and assigned agreement number 613590 by the STATE.

9. INDEMNIFICATION

The CITY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of the CITY'S performance under this Agreement. This section does not require the CITY to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.

10. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and must be signed by an authorized representative of each of the parties.

11. CERTIFICATION REGARDING LOBBYING

The CITY certifies, to the best of the CITY'S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the CITY will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The CITY will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

12. EMPLOYEE STATUS

Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

13. The CITY has designated its Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the CITY. A copy of the CITY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the Mayor as the CITY'S authorized representative is attached to this Agreement as **Exhibit A**.

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

City of Deadwood, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Mayor

Its: Secretary

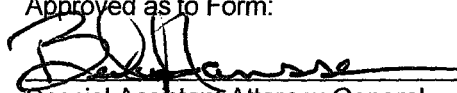
Date: _____

Date: _____

Attest:

Approved as to Form:

City Auditor/Clerk


Special Assistant Attorney General

(CITY SEAL)