

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA  
Regular Meeting  
5:00 p.m. April 2, 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 March 19, 2018**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

A. Mike Kitzmiller, Alkali Ike Tours, requests permission to utilize Lower Main Parking Lot on trial basis, as recommended by Parking and Transportation Committee

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. Allow Finance Office to make 2018 allocation to Deadwood Lead Economic Development in the amount of \$48,000.00 from Bed and Booze Fund (budgeted)
- B. Permission to increase wage of Police Officer Sonya Papousek from \$20.73 hr. to \$23.03 hr. effective March 2, 2018 after successful completion of becoming certified; 100% of prevailing wage.
- C. Permission to hire Jason Huber for certified officer position at rate of \$23.03 effective April 3, 2018, pending pre-employment testing
- D. Permission to pay Golden West \$6,876.19 for computers and installation in Police Department (budgeted item)
- E. Approve the following official depositories for the City of Deadwood per SDCL 9-22-6: Wells Fargo Bank, Deadwood SD; First National Bank, Lead SD; BankWest, Pierre SD; First Interstate Bank, Deadwood SD (for Lodge at Deadwood lease payment escrow account).
- F. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Michael D. & Traci L. Tusha, and Phyllis Reiser.
- G. Approve purchase of equipment for patrol vehicle in Police Department from Light and Siren at cost of \$4,141.00
- H. Permission to increase wage of Lifeguard Ethan Barkdull from \$10.01 hr. to \$10.28 hr. effective April 5, 2018 after completing one year of service.

- I. Permission to hire the following seasonal employees at Mt. Moriah effective May 14, 2018: Georgann Silvernail, Ardath Waisanen, and Linda Carrico at \$9.70 per hour. Jerilyn Rich, Donna Randolph and Ruth Durst at \$9.20 per hour, Loretta Klein at \$9.48 an hour, and Doris Schenk at \$11.03 per hour, pending pre-employment screening.
- J. Permission to hire Colt Bradley and Coltan Radenslaben at Parks Department effective April 9, 2018 at \$10.28 per hour, pending pre-employment screening
- K. Permission to move Katie Tieman and Hanna Campbell from Rec Center Front Desk positions to Rec Center Lifeguard positions and change their rate of pay from \$8.93 per hour to \$10.01. Both have attained lifeguard certification.
- L. Accept letter of retirement from Asst. Librarian Carol Hauck effective June 30, 2018.
- M. Permission for Mayor to sign contract with Tallgrass for Whitewood Creek Phase 3 project design in the amount of \$21,084.00. (approved May 19, 2018)
- N. Permission for Mayor to sign ten year Easement Agreement with Harley Kirwin at 669 Main Street, to allow grantees to repair and re-install Tootsie sign at that location.
- O. Pass Resolution 2018-15 To Surplus: Trolley and sell to Sanford Lab Visitor's Center in the amount of \$5,000.00
- P. Permission to hire Paige Barthel as Historic Preservation intern at \$9.20 per hour beginning May 7, pending pre-employment screening
- Q. Permission to hire Valerie Meiners as Rec Center receptionist at \$9.20 per hour effective April 4, 2018 pending pre-employment screening

**7. BID ITEMS**

- A. Results of bids opened on March 27, 2018 for Pavilion Structure Demolition and Parking Lot Construction. Staff recommends awarding bid to R.C.S. Construction at base bid of \$421,503.10 with completion date of May 21, 2018, or \$416,503.10 with completion date of June 14, 2018 and allow Mayor to sign contract.

**8. PUBLIC HEARINGS**

- A. Hold public hearing to consider BID 8 Resolution of Intent to Levy per Resolution 2018-09 after notification to members in the district
- B. Set public hearing on April 16 for 3 Wheeler Rally addition: grant special liquor license to Cheyenne Crossing on the following dates: July 10 through July 14.
- C. Set public hearing on April 16 for Northern Hills Community Band Street Closure on July 26 for Annual Days of 76 Concert, and use of breezeway at Interpretive Center on July 28
- D. Set public hearing on April 16 for PBR Pro Event: open container and grant special liquor license to Saloon 10 on the following dates: June 7 through June 9 at Event Complex.
- E. Set public hearing on April 16 for Mustang Rally Event: street closure August 30

- F. Set public hearing on April 16 for Mustang Monday Event: waiver of user fees August 27 and 28, open container August 27 and grant special liquor license to Deadwood Chamber on August 27 at Event Complex.
- G. Set public hearing on April 16 for Rope for the Gold Event: waiver of user fees June 14 through June 18 at Event Complex.
- H. Set public hearing on April 16 for Cheyenne to Deadwood Wagon Train Event: waiver of user fees August 18 and 19 and Event Complex.
- I. Set public hearing on April 16 for NAJA Shrine Circus Event: waiver of user fees and waiver of vending fees on June 30.
- J. Set public hearing on April 16 for Days of '76 Event: waiver of vending fees July 24 through July 28, waiver of user fees July 18 through August 1, street closure July 27 and July 28, open container July 21 through July 28 and grant special liquor license to Days of 76 Committee from July 24 through July 28
- K. Set public hearing on April 16 for Days of '76 –Steer Roping Event: waiver of vending fees August 19 through August 21, waiver of user fees August 19 through August 21, open container August 18 through August 21, and grant special liquor license from August 19 through August 21.
- L. Set public hearing on April 16 for Sunday Event Series: street closure and open container the following Sundays: June 17, June 24, July 1, July 15, July 8, July 15, July 22, July 29, August 19, September 2 and September 9.

**9. OLD BUSINESS**

**10. NEW BUSINESS**

- A. First Reading of Ordinance #1272 Creating Business Improvement District 8
- B. Discussion-safety issues between Family Dollar Store and Deadwood City Hall
- C. Act as Board of Adjustment and approve request for Conditional Use Permit at 7 Fillmore Street to convert single-family home to duplex. Approved by Planning and Zoning Commission with recommendation that parking spaces be striped and signed by Planning and Zoning Commission

**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, MARCH 19, 2018

The Regular Session of the Deadwood City Commission convened on Monday, March 19, 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 Katelyn Cook, and Commissioners David Ruth Jr., Mark Speirs, Charlie Struble, and Gary Todd. All motions passed unanimously unless otherwise stated.

### APPROVAL OF MINUTES

Struble moved, Todd seconded to approve the minutes of March 5, 2018. Roll Call: Aye-All. Motion carried.

Ruth moved, Todd seconded to approve the Board of Equalization minutes of March 19, 2018. Roll Call: Aye-All. Motion carried.

### APPROVAL OF DISBURSEMENTS

Todd moved, Struble seconded to approve the March 20, 2018 disbursements. Roll Call: Aye-All. Motion carried.

A & B WELDING	SERVICE	25.00
A - Z SHREDDING	SERVICE	56.20
ACE HARDWARE	SUPPLIES	37.96
ACE INDUSTRIAL SUPPLY	SUPPLIES	2,381.28
AFFORDABLY CREATIVE	PROJECT	6,300.00
AMAZON	SERVICE	165.43
ARLETH LAND SURVEYING	PROJECT	870.00
BALCO UNIFORM	UNIFORMS	319.74
BH AREA FINANCE	DUES	10.00
BH CHEMICAL	SUPPLIES	814.26
BH PIONEER	ADS	881.23
BUTLER MACHINERY	SUPPLIES	402.93
CENTURY BUSINESS	CONTRACT	393.33
COCA COLA	SUPPLIES	1,055.00
CODE WORKS	SERVICE	291.68
COMPETITIVE MASONRY	PROJECT	6,300.00
COMPUTER SUPPORT	SERVICE	376.99
CONVERGINT TECHNOLOGIES	REPAIR	63.78
CULLIGAN	SUPPLIES	138.50
CUSTOM MICRO INTERACTIVE	LICENSE	3,150.00
DEADWOOD ELECTRIC	SERVICE	603.20
DMC WEAR PARTS	BLADE	1,089.60
EDDIE'S TRUCK CENTER	SERVICE	248.84
EPCO ENVIRONMENTAL	FILTERS	507.47
FASTENAL	SUPPLIES	251.12
FOUR WINDS INTERACTIVE	MAINTENANCE	1,536.42
FULLER, KELLY	REIMBURSEMENT	24.59
GLOBAL EQUIPMENT	SUPPLIES	411.67
GOFIT	BANDS	164.95
GOLDEN WEST	SERVICE	1,093.76
GUNDERSON, PALMER, NELSON	SERVICE	3,644.25
HAWKI, KEN	REIMBURSEMENT	135.21
HI-VIZ SAFETY WEAR	TSHIRTS	848.28
HILLYARD	SUPPLIES	120.68
INTEGRATED PARKING	MAINTENANCE	210.00
INTERSTATE BATTERY	SUPPLIES	94.00
JACOBS WELDING	SERVICE	35.00
KARL'S TV	SUPPLIES	998.99
KDSJ	ADS	430.00
KONE	MAINTENANCE	455.40
L&L INSULATION	PROJECT	12,810.00
LAWRENCE CO. REGISTER	FEE	30.00
LAWSON PRODUCTS	SUPPLIES	72.18
LEAD-DEADWOOD SANITARY	USAGE	25,461.75
M&M SANITATION	RENTAL	220.00
MARCO	CONTRACT	365.22
MED-TECH RESOURCE	SUPPLIES	173.52
MIDCONTINENT TESTING	TESTING	20.50
NEIGHBORHOOD HOUSING	CONTRACT	3,622.50
NETWORK SERVICES	SUPPLIES	248.64
NORTHERN HILLS TECHNOLOGY	SERVICE	32.50
OWENS INTERSTATE	STROBES	222.16
PITNEY BOWES	LEASE	250.05
QUIK SIGNS	SIGNS	40.65
RAPID DELIVERY	SERVICE	43.42
RASMUSSEN MECHANICAL	PROJECT	11,180.23
RB CONSTRUCTION	PROJECT	971.86
REGIONAL HEALTH	TESTING	72.00
RUSHMORE CHINESE SCHOOL	VIDEO	150.00
SANDIDGE, LANCE	REIMBURSEMENT	20.00
SANITATION PRODUCTS	SUPPLIES	320.22
SD ARCHAEOLOGICAL RESEARCH	PROJECT	2,686.44
SD COMMISSION ON GAMING	CITY SLOTS	27,443.18
SD DEPT. OF CORRECTIONS	FIREWISE	7,472.54
SD DEPT. OF MOTOR VEHICLES	PLATE	6.20
SD DEPT. OF REVENUE	TAX	3,110.33
SD MUNICIPAL LEAGUE	REGISTRATION	297.00
SD ONE CALL	SERVICE	31.36
SOUTHSIDE SERVICE	SERVICE	109.65
STRETCH'S	SERVICE	499.99
STURDEVANT'S	SUPPLIES	1,597.69

## REGULAR MEETING, MARCH 19, 2018

TCF EQUIPMENT FINANCE	LEASE	3,419.79
THE LORD'S CUPBOARD	RECYCLING	50.75
TITAN MACHINERY	SUPPLIES	1,698.01
TOMS, DON	PROJECT	500.00
TRIPLE K	SERVICE	717.40
TSP	PROJECT	2,200.00
TWILIGHT	SUPPLIES	17.95
TWIN CITY HARDWARE	GRANTS	8,070.71
VIEHAUSER ENTERPRISES	SERVICE	954.92
VIGILANT BUSINESS SOLUTION	SCREENING	105.00
WASTE CONNECTIONS	SERVICE	7,593.59

TOTAL \$161,846.64

### ITEMS FROM CITIZENS ON AGENDA

#### Mt. Moriah

After Commissioner Speirs stated he had a conflict of interest on the matter, Mike Kitzmiller withdrew his request to rescind fee increase for Mt. Moriah.

Mayor Turbiville requested Kitzmiller appear before Parking and Transportation concerning Kitzmiller's request to move tour bus location to Welcome Center.

#### CONSENT

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

- A. Permission for Mayor to sign contract with Aspen Ridge Lawn and Landscaping for Whitewood Creek Restoration project in the amount of \$26,074.76. (bid awarded February 20, 2018)
- B. Pay City of Lead \$3,515.73 for 50% of 2017 Twin City Animal Shelter expenses
- C. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Robert L. Sjomeling, Mary E. Sjomeling and Christin M. Sjomeling
- D. Permission to hire Riley Lundquist as a full-time Parks Technician at \$17.15 per hr. effective March 26, 2018 and Elizabeth Carbo as a seasonal landscaper at \$17.15 per hr. effective April 2, 2018 pending pre-employment screening.
- E. Permission for Mayor to sign and renew parking lease with SD Commission on Gaming for five parking spots at Miller Lot at total of \$250.00 per month plus tax
- F. Permission to contract with Todd David Fossen Floors to refinish floors in Adams House parlor in amount not to exceed \$3,000.00 to be paid from HP Capital Assets.
- G. Approve expenditure of \$3,019.30 from EB Communications to purchase and install phones and upgrade system for Police Department office.
- H. Acknowledge receipt of 2017 Police Department Annual Report.
- I. Approve Tom Riley and Dale Marlow for Trolley weekend manager positions effective March 20, 2018 at additional \$2.00 per hour per policy manual.
- J. Allow Mary Jo Nelson to attend NLC RISC Trustee Conference in Santa Fe, NM from May 8-11, 2018 at no cost to city.
- K. Permission for Mayor to sign Addendum to Waste Connections contract to increase cardboard recycling container pickup from once to twice a week, bringing total cost from \$497.50 per month to \$520.00 per month
- L. Accept resignation from trolley driver Richards Brooks effective March 1, 2018
- M. Pass Resolution 2018-14 to Surplus Assets as follows:

#### **RESOLUTION NO. 2018-14 TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approved the following be declared surplus and sold or donated to the following non-profit agencies, allowable under SDCL 6-5-2.

**2008 Ford Trolley - VIN#1F6N53Y670A05767 (Sell to Aberdeen Elks Lodge for \$5,000.00)**

**24 Abandon Bicycles (Donate to Boys and Girls Club, Lead.)**

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

## REGULAR MEETING, MARCH 19, 2018

Eight (8) unusable totes of Garland and Christmas Lights

Yellow Light Responder II DX S# R2DXMC

Charging Station Ticket Writer S# MM3JM2

Symbol Ticket Writer S# SA01013228

Duncan Ticket Writer S# M1H90C49F

Charger Doc S# S99A433251

Symbol Charger S# 4809577

O'Neil Printer THA0047

2 Printer Carrier Cases

9 Boxes of Drug Training Slides Old

Old Apollo Projector S# 4042716

Access Cardio System S# 67983

Red Plug-in Light

Kustoms Radar System S# 8965

Lexmark Ink Tape

Bill Reader S# 103100421

Bill Collector

Change Machine and Components S#033111G19596

Duncan Meter Reader or Ticket Writer and Cables 3

S# P-4040-5210 4MO

S# 4000013377

S# P-4010-N723 1MO

Stylus 850 SW Digital - Serial #E99515885 Stylus 850 SW Digital - Serial #G33562499

Stylus 790 SW Digital - Serial #D98516600

Symbol Ticket Writer S# M1490C48W

Symbol Ticket Writer S# SA010321W

O'Neil Ticket Printer S# THR0044

Symbol Charger S#4809482

O'Neil Printer TA00882

Parts and Charger Cords

Large Brown Cabinet

Pannar Vue Lighted Slide Viewer

Box of old VHS Training Tapes

Kustoms Radar S# CC26758 S# E2773

White Hand Held Vacuum

Kustoms Radar System S# K15027

Change Machine Parts

Bill Reader S# 170302352

Dated this 19th day of March, 2018

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- N. Acknowledge receipt of 2017 Annual Financial Report and authorize Finance Officer to submit to South Dakota Legislative Audit per SDCL 9-22-21 (document on file in Finance Office)
- O. Approve Finance Office recommendation that current year cash reserves have met policy requirements for Resolution 2017-11
- P. Approve 2018 allocation of \$2,500.00 to Twin City Clothing from Bed and Booze Fund
- Q. Clarify minutes of February 5, 2018 to show that Alex Hamann retired effective March 2, 2018
- R. Contract with Gardner Construction to repair damaged knee walls at Broadway Parking Garage in the amount of \$6,400.00. Also, approve purchase of 24 flexible road markers to be supplied by city for installation by Gardner not to exceed \$1,000.00. (two quotes received)
- S. Accept letters from Silverado/Franklin and BY Development Inc. to exercise option to extend city slot machine lease agreement for additional three years as allowed by contract
- T. Permission for Mayor to sign Loan Agreement for Use of City Property and allow loan of Poker Alice Hat and case to Ft. Meade Museum
- U. Contract with Hilt Construction to construct guard rail upgrades near Welcome Center at cost of \$5,900.00 per SD DOT
- V. Renew software maintenance with ESRI for \$11,000.00 and allow Mayor to sign. Cost will be shared between departments using the software.
- W. Permission for Fire Department to purchase copier from A and B Business at cost of \$7,040.63. (budgeted)
- X. Approve revised contract with Siouxland Heritage Museum to provide pull up panels focusing on history of Wild Bill in the amount of \$6,500.00 and allow Mayor to sign.

## PUBLIC HEARINGS

### Mickelson Trail Marathon

Public hearing was opened at 5:04 p.m. by Mayor Turbiville. Emily Wheeler was available to answer questions.

Speirs moved, Struble seconded to approve the use of the Sherman Street Parking Lot on Saturday, June 2 and Sunday, June 3, use of Lower Main Parking Lot if needed on June 3, and use of the Event Complex parking area from 5:00 a.m. to 3:00 p.m. on June 3, 2018. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, MARCH 19, 2018

### Beer Fest

Public hearing was opened at 5:06 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber, was available to answer questions.

Todd moved, Struble seconded to allow the relaxation of the open container ordinance on Main Street from the Tin Lizzie Gaming Resort to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street from 5:00 p.m. to 10:00 p.m. on Friday, April 20, 2018. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to allow the relaxation of the open container ordinance for same area as approved on April 20, from noon to 10:00 p.m. on Saturday, April 21, 2018. Roll Call: Aye-All. Motion carried.

### Kool Deadwood Nites

Public hearing was opened at 5:07 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber of Commerce, was present to answer questions.

Speirs moved, Todd seconded to allow the relaxation of the open container ordinance on Main Street from the Tin Lizzies Gaming Resort to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street from 12:00 p.m. to 10:00 p.m. on Thursday, August 23, 2018. Roll Call: Aye-All. Motion carried.

Ruth moved, Todd seconded to allow the relaxation of the open container ordinance for same area as approved on August 23, from 12:00 p.m. to 10:00 p.m. on Friday, August 24, 2018. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to allow the relaxation of the open container ordinance for same area as approved on August 23, from 12:00 p.m. to 10:00 p.m. on Saturday, August 25, 2018. Roll Call: Aye-All. Motion carried.

Struble moved, Ruth seconded to allow the relaxation of the open container ordinance for same area as approved on August 23, from 12:00 p.m. to 3:00 p.m. on Sunday, August 26, 2018. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to approve waiver of vendor fees for Deadwood Chamber merchandise on Main Street, Interpretive Lot on Thursday, August 23 through Saturday, August 25; waiver of vending fee for non-profit (American Legion) at Interpretive Lot on Thursday, August 23, from 4:00 p.m. to 10:00 p.m.; waiver of vending fee for Napa at Lower Main Lot on Thursday, August 23 through Saturday, August 25, use of Interpretive Lot Thursday August 23 at 2:00 a.m. to 2:00 p.m. Sunday, August 26; use of Lower Main Lot for registration and registered cars only Thursday, August 23 at 8:00 a.m. through 10:00 p.m. Saturday, August 25; use of Event Complex on Saturday, August 25 from 6:00 a.m. to 2:00 p.m. for car judging and Sunday, August 26 at 6:00 a.m. for parade lineup and waiver of banner fees Thursday, August 23 through Sunday, August 26, 2018. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to approve street closure on Main Street from Wall to Deadwood Street on Wednesday, August 22 from 2:00 p.m. to 2:00 a.m. on Sunday, August 26; Siever Street on Thursday August 23 from 5:00 p.m. to 10:00 p.m.; Main Street from Deadwood Street to Pine Street on Thursday, August 23, from 3:00 p.m. to 10:00 p.m.; Main Street from Deadwood Street to Pine Street on Friday, August 24, and Saturday August 25 from 3:00 p.m. to 10:00 p.m.; Main Street from Tin Lizzies Gaming Resort to Pine Street on Sunday, August 26, 2018 from 8:00 a.m. to 3:00 p.m. Roll Call: Aye-All. Motion carried.

Sarah Anderson thanked the City staff for assistance with St. Patrick's Day Events.

**REGULAR MEETING, MARCH 19, 2018**

NEW BUSINESS

Plat

Ruth moved, Struble seconded to act as Board of Adjustment and approve plat at general location of 225 Cliff Street. Planning and Zoning approved request to create new boundary lines and divide property on March 7, 2018. Legal Description: Tracts 3A and 4A of Deadwood Gulch Addition H; Consisting of Deadwood Gulch's of Fun Tract 1, Lot AB1 and Lot AB10, All located in the E1/2 of Section 27, T5N, R3E, B.H.M., City of Deadwood. Roll Call: Aye-All. Motion carried.

Approval

Todd moved, Ruth seconded to approve expenditure of \$10,668.00 and allow Dakota Tree Spraying to spray for mountain pine beetle at St. Ambrose and Mt. Moriah, to be paid from Historic Cemeteries Fund. Roll Call: Aye-All. Motion carried.

Purchase

Speirs moved, Todd seconded to purchase kiosk pay and display meter system from Amano McGann in the amount of \$15,633.00 plus spare bill and coin vaults costing \$675.00, paid from Parking and Transportation Fund. Roll Call: Aye-All. Motion carried.

Contract

Ruth moved, Speirs seconded to allow Mayor to sign 2018 Albertson Engineering contract for design of retaining wall replacements or repairs in an amount not to exceed \$70,000.00. Roll Call: Aye-All. Motion carried.

Proposal

Speirs moved, Ruth seconded to allow Mayor to sign proposal for services with Tallgrass for \$21,084.00 for third phase of Whitewood Creek cleanup efforts, to be paid from Parks CIP budget. Roll Call: Aye-All. Motion carried.

Amendment

Speirs moved, Ruth seconded to allow Mayor to submit a proposed amendment to the South Dakota Department of Transportation Lawrence County Speed Rule and attend the SD DOT Public Hearing in Pierre on March 29 to represent the City of Deadwood. Mayor Turbiville stated the City is requesting a reduction of the speed limit on US Highway 85/14A in Deadwood from 35 mph to 25 mph. Roll Call: Aye-All. Motion carried.

Contract

Speirs moved, Ruth seconded to utilize NASPRO Value Point contract with State of South Dakota and purchase playground equipment for Gordon Park from Dakota Playground/Landscape Structures at cost of \$126,420.00. (budgeted in Parks CIP). Roll Call: Aye-All. Motion carried.

ADJOURNMENT

Speirs moved, Ruth seconded to adjourn the regular session at 5:25 p.m. The next regular meeting will be on Monday, April 2, 2018.

ATTEST:

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

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

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

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



PACKET: 04299 4/3/2018 Combined  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3309	THE LORD'S CUPBOARD	I-032218	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	59.28
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	59.28
01-3223	QUICK TROPHY, LLC	I-86395	101-4111-426	SUPPLIES NAME PLATE - COMMISSION	000000	34.58
				DEPARTMENT 111 COMMISSION	TOTAL:	34.58
01-1743	LEAD-DEADWOOD SCHOOL DI	I-22-Mar-18	101-4130-422	PROFESSIONAL ELECTION EXP-NOTICE OF VACANCY	000000	8.67
				DEPARTMENT 130 ELECTIONS	TOTAL:	8.67
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/18	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,527.58
01-0578	TWIN CITY HARDWARE & LU	I-D381377	101-4142-426	SUPPLIES CALC.RIBBONS - FINANCE	000000	11.82
01-1171	A & B BUSINESS SOLUTION	I-IN489932	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	98.70
01-3877	MUTUAL OF OMAHA	I-000717922479	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.46
				DEPARTMENT 142 FINANCE	TOTAL:	1,654.56
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/18	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,236.22
01-0553	MONTANA DAKOTA UTILITIE	I-NAT GAS 03-23-18	101-4192-428-04	UTILITIES - C CITY HALL	000000	684.77
		I-NAT GAS 03-23-18	101-4192-428-14	UTILITIES - S CITY SHOP	000000	708.26
		I-NAT GAS 03-23-18	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	376.68
		I-NAT GAS 03-23-18	101-4192-428-12	UTILITIES - P PAVILION	000000	1,520.39
		I-NAT GAS 03-23-18	101-4192-428-07	UTILITIES - F FIRE HALL	000000	519.35
		I-NAT GAS 03-23-18	101-4192-428-13	UTILITIES - R REC CENTER	000000	4,247.63
		I-NAT GAS 03-23-18	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	429.44
		I-NAT GAS 03-23-18	101-4192-428	UTILITIES GAYVILLE WATER HOUSE BLACKTAIL	000000	36.27
		I-NAT GAS 03-23-18	101-4192-428-09	UTILITIES - H HARCC	000000	399.99
		I-NAT GAS 03-23-18	101-4192-428-19	UTILITIES - G GATEWAY PLUMA	000000	66.94
		I-NAT GAS 03-23-18	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	254.89
		I-NAT GAS 03-23-18	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	235.46

PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0553	MONTANA DAKOTA UTILITIE	continued				
		I-NAT GAS 03-23-18	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	325.41
		I-NAT GAS 03-23-18	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	900.77
		I-NAT GAS 03-23-18	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	613.48
01-0578	TWIN CITY HARDWARE & LU					
		C-D382639	101-4192-425-04	REPAIRS - CIT RETURNS PLATE-FLANGE/CITY	000000	0.41-
		I-A353393	101-4192-425-10	REPAIRS - LIB REPLACEMENT RIGID STRIKE/LIBR	000000	3.49
		I-A353409	101-4192-425-14	REPAIRS - STR 4 IN SURFACE BOLT/STREETS	000000	11.99
		I-A353413	101-4192-425-04	REPAIRS - CIT SOCKETS-RING TEMPL/CITY HALL	000000	7.28
		I-A353449	101-4192-425-02	REPAIRS - ADA BOLT-LOCK DRIVE/ADAMS MUS	000000	24.00
		I-A353468	101-4192-425-13	REPAIRS - REC NUTDRIVER-SANDING SHEETS/REC	000000	19.57
		I-A353518	101-4192-426-04	SUPPLIES - CI KNIT COVER-FISH TAPE/CITY HALL	000000	179.27
		I-A353669	101-4192-426-10	SUPPLIES - LI BRUSH-PUTTY KNIFE-BUCKET/LIB	000000	82.47
		I-A353717	101-4192-425-07	REPAIRS - FIR TAPE RULE-BLACK OXIDE SET/FIRE	000000	53.48
		I-A353736	101-4192-426	SUPPLIES LINDHAUS BAGS/PUB BLDGS	000000	59.97
		I-A353753	101-4192-426-04	SUPPLIES - CI SPRING CLAMP-BOTTLE-PANEL/CITY	000000	40.93
		I-A353949	101-4192-425-13	REPAIRS - REC FATMAX 28 IN TOOLBOX/REC CENT	000000	39.99
		I-A354132	101-4192-425-10	REPAIRS - LIB BRICK MOLD-BOARD-DRILL SET/LIB	000000	42.47
		I-A354186	101-4192-425-13	REPAIRS - REC SATIN CLEAR PAINT/REC CENTER	000000	46.99
		I-A354203	101-4192-425-06	REPAIRS - DAY TAPE RULE-SWIFFER REFILL/GRAND	000000	51.97
		I-A354276	101-4192-425-04	REPAIRS - CIT 8X8 TAMPER/CITY HALL	000000	32.99
		I-A354318	101-4192-426-13	SUPPLIES - RE ERASERS-LATEX GLOVES/REC CENTE	000000	43.73
		I-A354383	101-4192-425-13	REPAIRS - REC EXT HOSE 50 FT/REC CENTER	000000	89.99
		I-A354453	101-4192-425-13	REPAIRS - REC DRYWALL SQ-UTILITY KNIFE/REC	000000	31.98
		I-A354540	101-4192-425-13	REPAIRS - REC (2) 8 OZ WHITE CHALK/REC CENT	000000	3.98
		I-A354641	101-4192-425-12	REPAIRS - PAV TAPE-TORXBIT-SCREWS/PAVIL	000000	38.96
		I-D381249	101-4192-425-13	REPAIRS - REC CEILING-SPRAY TEXTURE-BRUSH/RE	000000	64.96
		I-D381264	101-4192-425-13	REPAIRS - REC THHN WIRE VARIOUS SZS/REC CENT	000000	34.47
		I-D381306	101-4192-425-10	REPAIRS - LIB FLOUR BULBS-PLUMBERS GRSE/LIB	000000	16.98
		I-D381714	101-4192-425-13	REPAIRS - REC FAUCET-TAPE-CONNECTOR/REC	000000	53.96
		I-D381757	101-4192-433-04	IMPROVEMENTS- CABLE-COUPLER-TOOL KIT/CITY	000000	75.94
		I-D381816	101-4192-425-11	REPAIRS - PAR PLEAT M8 FILTER/PARKS	000000	4.49
		I-D382138	101-4192-425-10	REPAIRS - LIB FASTENERS-SCREW EYE-PRESS/LIB	000000	58.04
		I-D382288	101-4192-426-14	SUPPLIES - ST (2) BULB/STREETS	000000	17.98
		I-D382402	101-4192-425-13	REPAIRS - REC (2) FUSES/REC CENTER	000000	37.98
		I-D382403	101-4192-425-13	REPAIRS - REC (3) 5 GAL PAINT PAILS/REC CENT	000000	12.75
		I-D382404	101-4192-425-13	REPAIRS - REC MUD MIXER/REC CENTER	000000	16.99
		I-D382589	101-4192-425-13	REPAIRS - REC SPRAY ADHESIVE/REC CENTER	000000	10.99
		I-D382624	101-4192-425-12	REPAIRS - PAV SPLIT PLATE-SUPER GLUE/PAVIL	000000	9.28
		I-D382626	101-4192-425-13	REPAIRS - REC FLEX PLATE-FLOOR FLANGE/REC	000000	6.78
01-0585	SD DEPT. OF REVENUE					
		I-031318	101-4192-426	SUPPLIES NEW LICENSE PLATES	000000	25.09
01-0682	PITNEY BOWES INC					
		I-031418	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-0782	JACOBS PRECISION WELDIN					

PACKET: 04299 4/3/2018 Combined

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
01-0782	JACOBS PRECISION WELDIN		continued			
		I-24701	101-4192-426	SUPPLIES GALV GRIP STRUT/PB	000000	45.45
		I-24760	101-4192-425-13	REPAIRS - REC ALUMINUM ANGLE 25 FT/REC CENTE	000000	38.89
01-1406	STRETCH'S GLASS & CUSTO					
		I-1027332	101-4192-425-13	REPAIRS - REC 1/8 IN LEXAN/REC CENTER	000000	28.99
01-1502	BLACK HILLS CHEMICAL					
		I-131891	101-4192-426	SUPPLIES BLEACH-TP-GARBAGE BAGS/PB	000000	57.43
		I-131891A	101-4192-426	SUPPLIES FACIAL TISSUE/PUBLIC BLDGS	000000	30.84
		I-131935	101-4192-426	SUPPLIES BLEACH-TOILET TISSUE/PB	000000	33.98
01-1558	ECOLAB PEST ELIMINATION					
		I-4466147	101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	160.68
01-1626	SERVALL UNIFORM AND LIN					
		I-0005383	101-4192-426-10	SUPPLIES - LI LINEN-MOPS-TOWELS-MATS/LIBRARY	000000	17.35
		I-0005397	101-4192-426-14	SUPPLIES - ST MATS-MOPS-LINEN-TOWELS/STREETS	000000	132.30
		I-0005399	101-4192-426-04	SUPPLIES - CI MOPS-TOWELS-MATS-LINEN/CITY	000000	190.81
		I-0005400	101-4192-426-08	SUPPLIES - HI LINEN-TOWELS-MATS/HISTORY	000000	166.29
		I-0005402	101-4192-426-11	SUPPLIES - PA MOPS-MATS-LINEN-TOWELS/PARKS	000000	44.76
		I-005395	101-4192-426-07	SUPPLIES - FI MOPS-MATS-LINEN/FIRE HALL	000000	32.54
		I-2724263	101-4192-426-14	SUPPLIES - ST MATS-MOPS-LINEN-TOWELS/STREETS	000000	129.97
		I-2724264	101-4192-426-04	SUPPLIES - CI MATS-MOPS-LINEN-TOWELS/CITY	000000	190.81
		I-2724265	101-4192-426-04	SUPPLIES - CI MOPS-TWOELS-MATS/HISTORY	000000	166.28
		I-2724266	101-4192-426-11	SUPPLIES - PA MATS-MOPS-LINEN-TOWELS/PARKS	000000	43.91
		I-2724274	101-4192-426-07	SUPPLIES - FI MOPS-MATS-TOWELS-LINEN/FIRE	000000	32.54
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1059217	101-4192-425-13	REPAIRS - REC SCISSOR LIFT-PRESSURE WASH/REC	000000	660.00
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV017567	101-4192-425-13	REPAIRS - REC AIR PRESSURE SWITCH-RELAY/REC	000000	138.13
		I-INV017614	101-4192-425-09	REPAIRS - HAR BLOWER KIT-CONTR BD-SWITCH/HAR	000000	691.45
		I-INV17578	101-4192-425-09	REPAIRS - HAR FLAME SENSOR/HARCC	000000	19.68
01-3421	S AND C CLEANERS					
		I-110 03-21-18	101-4192-422-21	PROFESSIONAL MARCH CLEANING/WELCOME CENTER	000000	1,740.00
01-3506	ALSCO					
		I-LCAS1184156	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	39.12
		I-LCAS1186918	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	38.55
		I-LCAS1189685	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	40.27
01-3685	BLACK HILLS SECURITY &					
		I-R238252	101-4192-422-01	PROFESSIONAL 4/1-6/30/18 LEASE-MONITORING/A	000000	149.85
		I-R238253	101-4192-422-02	PROFESSIONAL 4/1-6/30/18 FIRE ALARM/ADAMS M	000000	149.85
		I-R238254	101-4192-422-02	PROFESSIONAL 4/1-6/30/18 SECURITY/ADAMS MUS	000000	89.85
		I-R238255	101-4192-422-02	PROFESSIONAL 4/1-6/30/18 SECURITY/ADAMS MUS	000000	134.85

PACKET: 04299 4/3/2018 Combined

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
01-3685	BLACK HILLS SECURITY &		continued			
		I-R238273	101-4192-422-17	PROFESSIONAL- 4/1-6/30/18 BURGLAR ALARM/DAYS	000000	134.85
		I-R238274	101-4192-422-17	PROFESSIONAL- 4/1-6/30/18 FIRE ALARM/DAYS MU	000000	149.85
		I-R238275	101-4192-422-06	PROFESSIONAL- 4/1-6/30/18 BURGLAR ALARM/RODE	000000	104.85
		I-R238276	101-4192-422-06	PROFESSIONAL- 4/1-6/30/18 FIRE ALARM/RODEO G	000000	104.85
		I-R238278	101-4192-422-09	PROFESSIONAL 4/1-6/30/18 BURGLAR/HISTORY	000000	134.85
		I-R238279	101-4192-422-09	PROFESSIONAL 4/1-6/30/18 FIRE ALARM/HISTORY	000000	149.85
		I-R238280	101-4192-422-10	PROFESSIONAL 4/1-6/30/18 ALARM SYSTEM/LIBRA	000000	104.85
		I-R238283	101-4192-422-21	PROFESSIONAL 4/1-6/30/18 FIRE ALARM/WELCOME	000000	104.85
		I-R238284	101-4192-422-04	PROFESSIONAL 4/1-6/30/18 BURGLAR ALARM/CITY	000000	134.85
		I-R238285	101-4192-422-04	PROFESSIONAL 4/1-6/30/18 FIRE ALARM/CITY HA	000000	104.85
		I-R238286	101-4192-422-08	PROFESSIONAL- 4/1-6/30/18 FIRE-SECURITY/HIST	000000	104.85
		I-r238282	101-4192-422-21	PROFESSIONAL 4/01-6/30/18 BURGLAR ALARM/WEL	000000	134.85
01-3744	EB COMMUNICATIONS, LLC					
		I-10067	101-4192-433-04	IMPROVEMENTS- INSTALL JACKS-NEW EXTENS/CITY	000000	3,019.30
01-3754	WL CONSTRUCTION SUPPLY					
		I-17446	101-4192-425-04	REPAIRS - CIT 16 IN DUCTILE IRON CHAIN/CITY	000000	469.99
01-3838	VAST BROADBAND					
		I-PHONE 03/16/18	101-4192-428-07	UTILITIES - F FIRE DEPT	000000	289.22
		I-PHONE 03/16/18	101-4192-428-10	UTILITIES - L LIBRARY	000000	253.39
		I-PHONE 03/16/18	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	194.15
		I-PHONE 03/16/18	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	242.88
		I-PHONE 03/16/18	101-4192-428-04	UTILITIES - C CITY HALL	000000	195.28
		I-PHONE 03/16/18	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
		I-PHONE 03/16/18	101-4192-428-14	UTILITIES - S STREET DEPT	000000	45.12
		I-PHONE 03/16/18	101-4192-428-06	UTILITIES - D DAYS OF 76 GRANDSTANDS	000000	165.07
		I-PHONE 03/16/18	101-4192-428-12	UTILITIES - P PAVILION	000000	40.87
		I-PHONE 03/16/18	101-4192-428-04	UTILITIES - C CITY HALL	000000	1,339.35
01-3877	MUTUAL OF OMAHA					
		I-000717922479	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	12.38
01-3896	EAGLE ENTERPRISES, LLC					
		I-22200	101-4192-425-13	REPAIRS - REC CEILING LIGHT/REC CENTER	000000	110.00
		I-22202	101-4192-426	SUPPLIES 9W F17T8 LED-100W LED PT/PB	000000	720.75
01-3975	FIRST NATIONAL CREDIT C					
		I-03-26-18 CC KRUZEL	101-4192-425-21	REPAIRS - WEL RUBBER VIBRATION MOUNT/WELCOM	000000	10.25
01-3977	ACE HARDWARE OF LEAD					
		I-007688	101-4192-425-13	REPAIRS - REC TROWEL FINISHING/REC CENTER	000000	4.99
01-4057	VIEHAUSER ENTERPRISES,					
		I-16549	101-4192-425-13	REPAIRS - REC DOUBLE SIDED KEY/REC CENTER	000000	4.00
DEPARTMENT 192 PUBLIC BUILDINGS					TOTAL:	29,518.33

PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0247	NATIONAL BUSINESS FURNI					
		I-ZJ994010-REN	101-4210-435	FURNITURE STANDING LECTERN	000000	345.68
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/18	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	10,907.48
01-0508	GALLS, LLC					
		I-009521409	101-4210-434-02	EQUP-FEDERAL HELMET - POLICE DEPT	000000	361.40
		I-009532658	101-4210-425	REPAIRS SPOTLIGHT HANDLE, HELMET BAG-PD	000000	183.09
01-0578	TWIN CITY HARDWARE & LU					
		I-A354058	101-4210-426	SUPPLIES REPORT COVERS - POLICE DEPT	000000	8.99
01-0585	SD DEPT. OF REVENUE					
		I-031318	101-4210-426	SUPPLIES NEW LICENSE PLATES	000000	57.51
01-1406	STRETCH'S GLASS & CUSTO					
		I-1027337	101-4210-425	REPAIRS HEATED BACK WINDOW	000000	408.00
01-1725	QUILL CORPORATION					
		I-5700710	101-4210-426	SUPPLIES VERBATIM DVDRS - POLICE	000000	92.58
		I-5719040	101-4210-426	SUPPLIES FILE JACKETS, FILE FOLDERS - PD	000000	90.65
01-1989	SYMBOL ARTS					
		I-0301299-IN	101-4210-426	SUPPLIES BADGES - POLICE DEPT	000000	700.00
01-3877	MUTUAL OF OMAHA					
		I-000717922479	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	59.40
01-4299	BALCO UNIFORM CO, INC					
		I-48762	101-4210-426	SUPPLIES UNIFORM WOOL SHIRT, EMBLEMS -PD	000000	91.10
					DEPARTMENT 210 POLICE	TOTAL: 13,305.88
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/18	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,057.24
01-0578	TWIN CITY HARDWARE & LU					
		I-A353858	101-4221-426	SUPPLIES INK CARTRIDGE - FIRE DEPT	000000	64.99
		I-A354040	101-4221-425	REPAIRS THREADED RODS - FIRE DEPT	000000	4.58
		I-D381895	101-4221-429	OTHER BATTERIES, SMOKE ALARMS - FIRE	000000	493.31
		I-D382198	101-4221-425	REPAIRS CLAMPS, HOSE BARBS - FIRE	000000	11.44
		I-D382585	101-4221-426	SUPPLIES INK CARTRIDGE, PAPER, BATTERY-FI	000000	137.96
01-0585	SD DEPT. OF REVENUE					
		I-031318	101-4221-426	SUPPLIES NEW LICENSE PLATES	000000	76.68
01-1171	A & B BUSINESS SOLUTION					

PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1171	A & B BUSINESS SOLUTION	continued				
		I-IN489931	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	74.38
01-1827	MS MAIL & MARKETING					
		I-9677	101-4221-426	SUPPLIES POSTAGE - FIRE DEPT MAILING	000000	130.55
01-1995	PONTIUS, JERRY					
		I-031318	101-4221-425	REPAIRS REIMBS.FOR DRILL CHUCK - FIRE	000000	16.50
01-3877	MUTUAL OF OMAHA					
		I-000717922479	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 2,072.58
01-0136	INTERNATIONAL CODE COUN					
		I-3189956	101-4232-422	PROFESSIONAL MEMBER RENEWAL 4/1-3/31/19/BI	000000	135.00
01-0145	ESRI INC.					
		I-93436202	101-4232-422	PROFESSIONAL ARCGIS MAINT 4/5-4/4/19/BI	000000	1,600.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/18	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	981.62
01-3877	MUTUAL OF OMAHA					
		I-000717922479	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 2,721.55
01-0320	WHITE'S CANYON MOTORS					
		I-619807	101-4310-425	REPAIRS SPRING WATER TRUCK/STREETS	000000	472.87
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/18	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,025.72
01-0575	SOUTHSIDE OIL					
		I-092548	101-4310-426	SUPPLIES 55 GAL DRUM 15/40 CONOCO OIL/S	000000	907.50
01-0578	TWIN CITY HARDWARE & LU					
		I-A353374	101-4310-426	SUPPLIES 5 PC SCREWDRIVER SET/STREETS	000000	15.99
		I-A353735	101-4310-426	SUPPLIES (4) 16 OZ SPRAY BOTTLES/STREET	000000	9.96
		I-A354218	101-4310-426	SUPPLIES FASTENERS-WRENCH SET/STREETS	000000	68.43
		I-A354311	101-4310-426	SUPPLIES 12 IN-8 IN SQUEEGEE/STRTS	000000	13.48
		I-A354316	101-4310-426	SUPPLIES (2) 48 IN TAPERED HANDLE/STRTS	000000	11.98
		I-A354334	101-4310-426	SUPPLIES CRIMP-COURSE WIRE WHEEL/STRTS	000000	12.18
		I-A354423	101-4310-426	SUPPLIES HOSE END-SOCKET-CONSTR LAG/STR	000000	27.06
		I-A354456	101-4310-426	SUPPLIES (20) FNM-20 FUSES/STREETS	000000	159.80
		I-A354590	101-4310-426	SUPPLIES MISC SCREWS/STREETS	000000	79.96

PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU		continued			
		I-D381251	101-4310-426	SUPPLIES (5) 40 LB ICE MELTER/STREETS	000000	64.95
		I-D381443	101-4310-426	SUPPLIES 50 LB CALCIUM FLAKE/STREETS	000000	25.99
		I-D381507	101-4310-426	SUPPLIES NO TRESPASS SIGN-GR PAINT/STE	000000	18.48
		I-D381601	101-4310-426	SUPPLIES (2) 50 LB ICE MELTER/STREETS	000000	30.98
		I-D381640	101-4310-426	SUPPLIES PAIL ICE MELT/STREETS	000000	19.99
		I-D381925	101-4310-426	SUPPLIES 4 IN INTERNAL COUPLER/STREETS	000000	10.98
		I-D382040	101-4310-426	SUPPLIES FASTENERS-BLUE WIRE/STREETS	000000	12.48
		I-D382505	101-4310-425	REPAIRS (2) STEEL COUPLERS/STREETS	000000	18.58
		I-D382528	101-4310-426	SUPPLIES FASTENERS-WEDGE BIT/STREETS	000000	25.75
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-032618	101-4310-426	SUPPLIES TITLE & PLATES FOR SWEEPER-STS	000000	16.20
01-0585	SD DEPT. OF REVENUE					
		I-031318	101-4310-426	SUPPLIES NEW LICENSE PLATES	000000	89.46
01-0782	JACOBS PRECISION WELDIN					
		I-24771	101-4310-425	REPAIRS 80 IN ANGLESNOWLOADER/STR	000000	27.33
01-1003	VERIZON WIRELESS					
		I-9803289246	101-4310-422	PROFESSIONAL CALL OUT PHONES/STREETS	000000	31.16
01-1171	A & B BUSINESS SOLUTION					
		I-IN488885	101-4310-426	SUPPLIES CONTRACT BASE RATE-USAGE/STR	000000	138.93
01-1785	KIMBALL MIDWEST					
		I-6214357	101-4310-426	SUPPLIES MARKING PAINT-FLAP DISC/STREET	000000	1,164.72
01-3259	INTERSTATE ENGINEERING					
		I-33988	101-4310-422-01	TIMM LANE BRI SURVEY-HYDRAUL/TIMM LANE BRIDG	000000	9,699.28
01-3877	MUTUAL OF OMAHA					
		I-000717922479	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-3896	EAGLE ENTERPRISES, LLC					
		I-22198	101-4310-426	SUPPLIES (24) LED15WA21/OMNI/827K-DIM/S	000000	479.52
01-3975	FIRST NATIONAL CREDIT C					
		I-03-26-18 CC GREEN	101-4310-427	TRAVEL 2018 SD HYDROLOGY MEETING/STR	000000	23.34
01-4308	R.S. HUGHES					
		I-77200715-00	101-4310-426	SUPPLIES 10 FT CL DUAL LOCK FASTENER/ST	000000	26.33
DEPARTMENT 310 STREETS						TOTAL: 20,760.73
01-1436	CITY OF LEAD					
		I-022718	101-4412-422	PROFESSIONAL 2017-1/2 EXP-T C ANIMAL SHELTE	000000	3,515.73
DEPARTMENT 412 ANIMAL CONTROL						TOTAL: 3,515.73

PACKET: 04299 4/3/2018 Combined

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
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/18	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,012.16
01-0578	TWIN CITY HARDWARE & LU	I-A353318	101-4520-426	SUPPLIES STAR DECK-WOOD SCREWS/PARKS	000000	23.98
		I-A353739	101-4520-426	SUPPLIES (12) 2 IN PHILLIPS BITS/PARKS	000000	11.12
		I-A353937	101-4520-426	SUPPLIES MIXER MUD RIBBON/PARKS	000000	13.99
		I-A354174	101-4520-426	SUPPLIES GROMMET KIT-REFILL/PARKS	000000	21.47
		I-A354240	101-4520-426	SUPPLIES KEY SINGLE CUT/PARKS	000000	1.79
		I-A354338	101-4520-426	SUPPLIES FOAM EAR PLUGS/PARKS	000000	35.99
		I-D382233	101-4520-426	SUPPLIES PAINT PAIL-LID-FASTENERS/PARKS	000000	45.24
01-0585	SD DEPT. OF REVENUE	I-031318	101-4520-426	SUPPLIES NEW LICENSE PLATES	000000	102.24
01-1003	VERIZON WIRELESS	I-9803289246	101-4520-422	PROFESSIONAL CALL OUT PHONES/PARKS	000000	31.16
01-1410	WESTERN COMMUNICATIONS,	I-18-727100	101-4520-425	REPAIRS (5) BATTERIES FOR RADIOS/PARKS	000000	329.45
01-1502	BLACK HILLS CHEMICAL	I-131891	101-4520-426	SUPPLIES BLEACH-TP-GARBAGE BAGS/PARKS	000000	57.43
		I-131935	101-4520-426	SUPPLIES BLEACH-TOILET TISSUE/PARKS	000000	33.98
01-2069	BARCO PRODUCTS	I-BP00071066	101-4520-426	SUPPLIES PERT LITTER BAGS-DISPENSER/PRK	000000	1,061.46
01-2840	SEW IT GOES	I-113	101-4520-425	REPAIRS (2) SEAT SKIN-SEAT FOAM/PARKS	000000	357.00
01-3877	MUTUAL OF OMAHA	I-000717922479	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	26.40
01-3975	FIRST NATIONAL CREDIT C	I-03-26-18 CC GREEN	101-4520-427	TRAVEL 2018 SD HYDROLOGY MEETING/PKS	000000	23.33
					DEPARTMENT 520 PARKS	TOTAL: 6,188.19
01-0382	ARLETH LAND SURVEYING L	I-1732	101-4640-422	PROFESSIONAL PLAT RESEARCH, ADD'L LOTS	000000	1,295.00
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/18	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	981.62
01-1668	ESRI	I-93436202	101-4640-429	OTHER 2018 MAINTENANCE	000000	900.00



PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 640 PLANNING AND ZONING

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA					
		I-000717922479	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	3,184.05
			FUND 101	GENERAL FUND	TOTAL:	83,024.13

PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/18	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,527.58
01-0467	CULLIGAN OF THE BLACK H	I-0004286	206-4550-426	SUPPLIES BOTTLED WATER - LIBRARY	000000	11.00
		I-0004715	206-4550-426	SUPPLIES BOTTLED WATER, CUPS - LIBRARY	000000	18.00
01-0553	MONTANA DAKOTA UTILITIE	I-022218-032218	206-4550-428	UTILITIES UTILITIES	000000	403.01
01-0578	TWIN CITY HARDWARE & LU	I-D381720	206-4550-426	SUPPLIES COPY PAPER - LIBRARY	000000	38.98
01-1171	A & B BUSINESS SOLUTION	I-IN4891	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY	000000	42.34
01-1557	DEMCO, INC.	I-6332481	206-4550-424	CHILDREN'S PR READING PROGRAM SUPPLIES-LIBRA	000000	154.85
		I-6335586	206-4550-426	SUPPLIES DVD CASES, LABELS - LIBRARY	000000	438.28
		I-6336179	206-4550-426	SUPPLIES DVD ALBUMS (300) - LIBRARY	000000	590.70
01-1562	MIDWEST TAPE	I-95854727	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	124.70
		I-95875277	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	359.39
		I-95885156	206-4550-434	BOOKS, MAPS A DVD - LIBRARY	000000	22.99
		I-95895450	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	324.44
		I-95918436	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	76.96
01-1911	EMERY-FRATT COMPANY	I-606629	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	57.97
		I-606899	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	15.65
		I-607420	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	95.96
01-2309	COMPUTER SUPPORT SERVIC	I-2017-45	206-4550-426	SUPPLIES COMPUTER ISSUES - LIBRARY	000000	43.50
01-3032	OTIS ELEVATOR COMPANY	I-CLH65013Z418	206-4550-425	REPAIRS 2ND QTR SVC.CONTRACT - LIBRARY	000000	133.53
01-3493	OVERDRIVE	I-H-0047409	206-4550-434	BOOKS, MAPS A MAINT.FEE,PARTICIPATION - LIBR	000000	1,500.00
01-3877	MUTUAL OF OMAHA	I-000717922479	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	8.17
01-4321	K-LOG, INC.	I-18-284866-1	206-4550-426	SUPPLIES DRAFTING STOOL,TASK CHAIR-LIBR	000000	1,157.22
01-4322	SCHOLASTIC INC.					

PACKET: 04299 4/3/2018 Combined

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
01-4322	SCHOLASTIC INC.		continued			
		I-16704239	206-4550-424	CHILDREN'S PR BOOKS (ROCK LIBRARIES) - LIBRA 000000		49.75
				DEPARTMENT 550 LIBRARY	TOTAL:	7,194.97
				FUND 206 LIBRARY FUND	TOTAL:	7,194.97

PACKET: 04299 4/3/2018 Combined  
 VENDOR SET: 01  
 FUND : 209 BED & BOOZE FUND  
 DEPARTMENT: 510 REC CENTER  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/18	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	545.96
01-0578	TWIN CITY HARDWARE & LU	C-A354527	209-4510-426	SUPPLIES SWIFFER STARTER KIT/REC CENTER	000000	12.99-
		I-A354515	209-4510-426	SUPPLIES (2) SWIFFER STARTER KITS/REC	000000	25.98
		I-A354526	209-4510-426	SUPPLIES (2) SWIFFER DUSTER REFILL/REC	000000	17.98
		I-D382503	209-4510-426	SUPPLIES PASTEL-CLEAR PAINT/REC CENTER	000000	34.98
		I-D382534	209-4510-426	SUPPLIES (3) GALLONS PASTEL PAINT/REC C	000000	113.97
		I-D382616	209-4510-426	SUPPLIES PASTEL-CLEAR PAINT/REC CENTER	000000	110.97
01-1011	TOM'S T'S, INC.	I-21846	209-4510-426	SUPPLIES SWEATSHIRTS-TSHIRTS/REC CENT	000000	254.15
01-1038	PUSH-PEDAL-PULL	I-219073	209-4510-425	REPAIRS SERVICE-INSTALL BELT TREAD/REC	000000	291.00
01-2645	HAWKINS INC	I-4244576 RI	209-4510-426	SUPPLIES DELDRUM-ACID-AZONE-VALVE/REC	000000	1,015.50
01-2764	LAMB PAINTING LLC	I-18021	209-4510-422	PROFESSIONAL PATCHING-PAINTING/REC CENTER	000000	3,061.23
01-3413	PINNACLE CARPET CLEANIN	I-2539	209-4510-422	PROFESSIONAL CARPET-COUCH-CHAIR CLEAN/REC	000000	864.23
01-3506	ALSCO	I-LCAS1185516	209-4510-426	SUPPLIES MATS/REC CENTER	000000	132.00
		I-LCAS1188316	209-4510-426	SUPPLIES MATS/REC CENTER	000000	144.88
		I-LCAS1191020	209-4510-426	SUPPLIES MATS/REC CENTER	000000	144.88
01-3877	MUTUAL OF OMAHA	I-000717922479	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-3975	FIRST NATIONAL CREDIT C	I-03-26-18 CC TRIDLE	209-4510-426	SUPPLIES COFFEE	000000	48.92
		I-03-26-18 CC TRIDLE	209-4510-426	SUPPLIES RESISTANCE BANDS VARIOUS	000000	164.95
		I-03-26-18 CC TRIDLE	209-4510-426	SUPPLIES PROFESSIONAL CD PLAYER	000000	241.74
					DEPARTMENT 510 REC CENTER	TOTAL: 7,205.28
01-3700	TWIN CITY CLOTHING CENT	I-031218	209-4980-429	OTHER 2018 ALLOCATION	000000	2,500.00
01-3975	FIRST NATIONAL CREDIT C	I-03-26-18 CC TRIDLE	209-4980-429	OTHER EASTER EGG HUNT SUPPLIES	000000	300.94
		I-03-26-18 CC TRIDLE	209-4980-429	OTHER EASTER EGG HUNT CANDY	000000	211.51
					DEPARTMENT 980 SPECIAL EVENTS	TOTAL: 3,012.45
					FUND 209 BED & BOOZE FUND	TOTAL: 10,217.73

PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 214 BID #7-OCCUPANCY TAX

DEPARTMENT: 630 BID #7

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-031318	214-4630-423	MARKETING WILD BILL MOTORCYCLE CLASSIC	000000	1,000.00
					DEPARTMENT 630 BID #7	TOTAL: 1,000.00
					FUND 214 BID #7-OCCUPANCY TAX	TOTAL: 1,000.00

PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0475	DEADWOOD CHAMBER & VISI						
		I-03132018	215-4572-235	VISITOR MGMT BILL LIST 2/13/18 - 3/13/18	000000	82.95	
		I-03132018	215-4572-210	VISITOR MGMT BILL LIST 2/13/18 - 3/13/18	000000	35,550.27	
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL:	35,633.22
01-0578	TWIN CITY HARDWARE & LU						
		I-A353416	215-4573-335	HIST. INTERP. 11X17 BINDER - ARCHIVES	000000	26.99	
		I-A353871	215-4573-335	HIST. INTERP. HEMOSTAT CLAMP - ARCHIVES	000000	6.99	
		I-D381376	215-4573-335	HIST. INTERP. (2) 11X17 BINDERS - ARCHIVES	000000	53.98	
01-1495	GAYLORD BROS.						
		I-2528261	215-4573-335	HIST. INTERP. POLYESTER TAPE & FILM PEN	000000	256.69	
01-1668	ESRI						
		I-93436202	215-4573-340	HIST. INTERP. 2018 MAINTENANCE	000000	8,500.00	
01-3223	QUICK TROPHY, LLC						
		I-285129	215-4573-335	HIST. INTERP. (3) 1X6 PLATES - PLEASE OPEN	000000	24.25	
01-3975	FIRST NATIONAL CREDIT C						
		I-03202018	215-4573-335	HIST. INTERP. HP CC APRIL 2018	000000	97.69	
01-4319	AMERICAN ASSN. FOR STAT						
		I-200021876	215-4573-335	HIST. INTERP. ET WEBINAR-YOU CAN DO	000000	40.00	
DEPARTMENT 573 HP HISTORIC INTERPRETATIOT						TOTAL:	9,006.59
01-0249	GRACE LUTHERAN CHURCH						
		I-030718	215-4575-510	GRANT/LOAN NO 2017 NOT FOR PROFIT GRANT	000000	2,277.21	
01-4086	TWIN CITY HARDWARE - GR						
		I-D382133	215-4575-525	GRANT/LOAN PA PAINT GRANT - 14 VAN BUREN	000000	166.05	
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL:	2,443.26
01-0578	TWIN CITY HARDWARE & LU						
		I-A354065	215-4577-735	CAPITAL ASSET BIT/NUTS/SCREWS - RODEO GROUND	000000	174.31	
		I-A354147	215-4577-735	CAPITAL ASSET FASTENERS - RODEO GROUNDS	000000	84.51	
		I-A354260	215-4577-710	CAPITAL ASSET (10) BAGS LEVELQUIK - REC CENT	000000	409.89	
		I-D382101	215-4577-735	CAPITAL ASSET FASTENERS - RODEO GROUNDS	000000	10.40	
01-1406	STRETCH'S GLASS & CUSTO						
		I-1027317	215-4577-715	CAPITAL ASSET WINDOWS - HISTORY CENTER	000000	213.94	
01-1481	DEER MOUNTAIN GUTTER &						

PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS 0

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1481	DEER MOUNTAIN GUTTER &	continued				
		I-03152018	215-4577-735	CAPITAL ASSET GUTTERS - RODEO GROUNDS	000000	155.04
01-2069	BARCO PRODUCTS					
		I-BP00069606	215-4577-750	CAPITAL ASSET MEMORIAL BENCH-GRENSTINER	000000	980.46
01-2949	KIRWAN, HARLEY					
		I-031418	215-4577-775	CAPITAL ASSET TOOTSIE SIGN POWER - 2013-2018	000000	3,750.00
01-3060	QUIK SIGNS					
		I-22833	215-4577-735	CAPITAL ASSET 42X84 DRY ERASE- RODEO GROUNDS	000000	480.21
01-3972	MEHLBERG CONSTRUCTION					
		I-03222018	215-4577-735	CAPITAL ASSET INSTALL CABINETS-RODEO GROUNDS	000000	1,260.20
01-4248	GREATMANS SPECIALTY FLO					
		I-1506512	215-4577-710	CAPITAL ASSET RUBBER FLOOR - REC CENTER	000000	3,409.50
01-4285	CANYON VIEW AMISH FURNI					
		I-03092018	215-4577-775	CAPITAL ASSET PINE BENCH	000000	533.00
01-4320	DAVID TODD FOSSEN HARDW					
		I-0167	215-4577-725	CAPITAL ASSET REFINISH FLOORS AT ADAMS HOUSE	000000	2,800.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						14,261.46
01-0433	WELLMARK BLUE CROSS BLU					
		I-04/01/18	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,638.26
01-1827	MS MAIL & MARKETING					
		I-9655-2	215-4641-423	PUBLISHING APRIL NEWSLETTER	000000	640.09
01-3838	VAST BROADBAND					
		I-03162018	215-4641-428	UTILITIES MT MORIAH 3/20/18 - 04/19/18	000000	140.69
01-3877	MUTUAL OF OMAHA					
		I-000717922479	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
01-3964	CONVERGINT TECHNOLOGIES					
		I-191271	215-4641-428	UTILITIES 2018 BILLING-WATER INSPECTION	000000	341.58
01-3975	FIRST NATIONAL CREDIT C					
		I-03202018	215-4641-426	SUPPLIES HP CC APRIL 2018	000000	22.94
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						5,800.89
FUND 215 HISTORIC PRESERVATION TOTAL:						67,145.42

PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0917	DEADWOOD DEVELOPMENT CO	I-351412	216-1310	DUE FROM OTHE WORK DONE AT 1 BURNHAM	000000	851.95
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	851.95
01-0451	RUNGE, MIKE	I-588110	216-4653-962-03	WINDOWS GRANT WINDOWS - 37 JACKSON	000000	1,580.85
01-2092	REUSAUW, RALPH	I-031818	216-4653-962-04	SIDING GRANT SIDING - 850 MAIN	000000	1,398.04
01-2147	FORGEY CONSTRUCTION LLC	I-2018-319	216-4653-962-05	FACADE EASEME FACADE - 1 BUNRHAM	000000	6,505.56
01-2382	CONOVER, MICHAEL	I-32218	216-4653-962-05	FACADE EASEME FACADE - 614 MAIN	000000	13,265.32
01-4323	OPHEIM, JOSEPH AND JULI	I-031818	216-4653-962-04	SIDING GRANT SIDING - 26 FREEMONT	000000	943.59
		I-031918	216-4653-962-03	WINDOWS GRANT WINDOWS - 26 FREEMONT	000000	762.38
		I-D376928	216-4653-962-03	WINDOWS GRANT WINDOWS - 26 FREEMONT	000000	800.00
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	25,255.74
				FUND 216 REVOLVING LOAN	TOTAL:	26,107.69



PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDSET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0186	ALPINE IMPRESSIONS	I-14509	602-4330-426	SUPPLIES LOGO ADDED TO SHIRTS/WATER	000000	50.00
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/18	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,431.52
01-0578	TWIN CITY HARDWARE & LU	I-D382705	602-4330-426	SUPPLIES FASTENERS/WATER	000000	1.94
01-0585	SD DEPT. OF REVENUE	I-031318	602-4330-426	SUPPLIES NEW LICENSE PLATES	000000	89.76
01-1003	VERIZON WIRELESS	I-9803289246	602-4330-422	PROFESSIONAL CALL OUT PHONES/WATER	000000	31.16
01-1365	SD PUBLIC HEALTH LAB	I-10581334	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1827	MS MAIL & MARKETING	I-9655	602-4330-426	SUPPLIES UTILITY BILLS MAILING - FEB'18	000000	268.74
01-3736	METERING & TECHNOLOGY S	I-11252	602-4330-426	SUPPLIES (2) 33334-016 M70 CHAMBER/WATE	000000	217.66
01-3877	MUTUAL OF OMAHA	I-000717922479	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	21.45
01-3975	FIRST NATIONAL CREDIT C	I-03-26-18 CC GREEN	602-4330-427	TRAVEL 2018 SD HYDROLOGY MEETING/WTR	000000	23.33
01-4241	P.I.E. INC.	I-2386	602-4330-425	REPAIRS TRENCH-INST HEAT TAPE/GATEWAY	000000	860.38
					DEPARTMENT 330 WATER	TOTAL: 5,025.94
					FUND 602 WATER FUND	TOTAL: 5,025.94

PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	I-A353862	607-4580-425	REPAIRS WAX GASKET-HVY DUTY BLADE/MM	000000	25.46
01-3685	BLACK HILLS SECURITY &	I-R238287	607-4580-422	PROFESSIONAL 4/1-6/30/18 ALARM/MT MORIAH	000000	89.85
01-3838	VAST BROADBAND	I-PHONE 03/16/18	607-4580-428	UTILITIES MT MORIAH GIFT SHOP	000000	40.87
		I-PHONE 03/16/18	607-4580-428	UTILITIES MT MORIAH TICKET BOOTH	000000	40.87
DEPARTMENT 580 HISTORIC CEMETERIES					TOTAL:	197.05
FUND 607 HISTORIC CEMETERIES					TOTAL:	197.05

PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0455	CITY OF DEADWOOD	I-03282018	610-1020	CASH ON HAND SECOND PAY STATION	000000	1,000.00
						1,000.00
DEPARTMENT NON-DEPARTMENTAL TOTAL:						1,000.00
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/18	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,594.20
01-0508	GALLS, LLC	I-009459546	610-4360-426	SUPPLIES UNIF. BOOTS, SHIRT, PANTS, BELT-P&	000000	238.88
		I-009487408	610-4360-426	SUPPLIES UNIFORM-DUTY JACKET - P&T	000000	146.01
01-0578	TWIN CITY HARDWARE & LU	I-D382221	610-4360-426	SUPPLIES INK CARTRIDGE - P & T	000000	21.99
		I-D382725	610-4360-425	REPAIRS BLACK TAPE - P & T	000000	3.29
		I-D382726	610-4360-426	SUPPLIES INK CARTRIDGE - P & T	000000	72.99
01-1003	VERIZON WIRELESS	I-9803395696	610-4360-424	RENTALS PHONE SERVICE - METERS - P&T03	000000	40.01
01-3877	MUTUAL OF OMAHA	I-000717922479	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						4,132.22
01-0433	WELLMARK BLUE CROSS BLU	I-04/01/18	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,057.24
01-0578	TWIN CITY HARDWARE & LU	I-A353527	610-4361-426	SUPPLIES BATTERIES, DOWELS, STAIN, FOAM-TR	000000	46.37
		I-A353715	610-4361-426	SUPPLIES BITS, FASTENERS, RODS - TROLLEY	000000	11.78
		I-A353732	610-4361-426	SUPPLIES SPRAY BOTTLES, FASTENERS -TROLL	000000	6.90
		I-A354042	610-4361-426	SUPPLIES FASTENERS, MOPHEADS, WIPES-TROLL	000000	30.81
		I-A354299	610-4361-426	SUPPLIES KEY - TROLLEY	000000	1.99
01-0585	SD DEPT. OF REVENUE	I-031318	610-4361-426	SUPPLIES NEW LICENSE PLATES	000000	31.95
01-1503	BLACK HILLS SPECIAL SER	I-713	610-4361-422	PROFESSIONAL TROLLEY CLEANING - FEB.	000000	700.00
01-1543	ZEP SALES & SERVICE	I-9003306857	610-4361-426	SUPPLIES ZEP 40 AEROSOL - TROLLEY	000000	155.25
01-1626	SERVALL UNIFORM AND LIN	I-0000055	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	81.53
		I-0007488	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	81.53

PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1626	SERVALL UNIFORM AND LIN	continued				
		I-S138567	610-4361-426	SUPPLIES TOWEL ROD - TROLLEY	000000	10.73
01-3851	HOMETOWN TROLLEY					
		I-031518	610-4361-426	SUPPLIES LIGHT BASE,GLOBES, SWITCH, FANS	000000	396.33
01-3877	MUTUAL OF OMAHA					
		I-000717922479	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70
DEPARTMENT 361 TROLLEY DEPARTMENT					TOTAL:	2,618.11
01-2717	AMANO MCGANN, INC.					
		I-INV152619	610-4362-426	SUPPLIES LED SIGNS - PARKING RAMP	000000	2,934.00
01-3838	VAST BROADBAND					
		I-PHONE 03/16/18	610-4362-428	UTILITIES PARKING RAMP	000000	145.49
DEPARTMENT 362 BROADWAY GARAGE					TOTAL:	3,079.49
FUND 610 PARKING/TRANSPORTATION					TOTAL:	10,829.82

PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 700 5th GRADE DARE FUND

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2685	CREATIVE PRODUCT SOURCI	I-110761	700-4000-429	OTHER	KEEPIN' IT REALL 100 PACK	000000 295.00
					DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL: 295.00
					FUND 700 5th GRADE DARE FUND	TOTAL: 295.00

PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 721 TIF #9 OPTIMA

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3673	LIBERTY NATIONAL BANK					
		I-03022018	721-4000-429	OTHER TIF PAYMENT	000000	139,166.98
					DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL: 139,166.98
					FUND 721 TIF #9 OPTIMA	TOTAL: 139,166.98

PACKET: 04299 4/3/2018 Combined

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-030218	725-4000-429	OTHER EXPENSE TIF PAYMENT - STAGE RUN	000000	10,467.91
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	10,467.91
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	10,467.91
					REPORT GRAND TOTAL:	360,672.64

## Chuck Turbiville

---

**From:** Lee Harstad <lee@deadwood.org>  
**Sent:** Thursday, March 29, 2018 12:33 PM  
**To:** Chuck Turbiville  
**Cc:** Kelly Fuller  
**Subject:** Tour bus parking/ticket sales at Welcome Center lot  
**Attachments:** BusPickUpWelcomeCenter.pdf

4-2-18  
SA

Mayor Turbiville:

It is my understanding that a Deadwood tour bus operator would like to utilize the new Welcome Center lot for passenger ticket sales and pick-up. As you know, the summer season is highly busy at the new Center, where some days we averaged over 700 visitors a day. That said, I would like to suggest the following for tour bus parking and ticket sales. The attached image contains my recommendations.

- In the past, when tour buses have utilized the Welcome Center lot, they have parked parallel to the Welcome Center itself, and had their kiosk for tickets near the entrance. This caused some issues with traffic flow and visitors entering the building. When visitors arrive to the Welcome Center, they are expecting a clear entrance without solicitation as they enter. There have been groups handing out literature directly in route to the front entrance of the building and there are times when I've witnessed visitors simply avoiding the Welcome Center all together when they are there. I would recommend that the tour bus be parked angled in front of the trash container fence (and not taking up any parking spaces, but available to be moved if necessary for trash pickup once per week), with the ticket kiosk at the end of the main sidewalk, both to be located away from the main traffic flow. This would still be a very visible location for the tour bus and ticket kiosk. During Kool Deadwood Nites and other potential events at this parking lot this would not be available.

Happy to answer any questions, just let me know.

Thanks,  
Lee

**Lee Harstad**  
**Executive Director**  
**Deadwood Chamber of Commerce & Visitor's Bureau**  
**501 Main St \* Deadwood, S.D. 57732**  
[lee@deadwood.org](mailto:lee@deadwood.org) \* 1-800-999-1876











**ECONOMIC DEVELOPMENT**

**DEADWOOD • LEAD • CENTRAL CITY**

4-2-18  
6A

March 19, 2018

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

Dear Ms. Nelson:

On behalf of the Deadwood- Lead Economic Development Corporation (DLEDC), I would like to thank the City of Deadwood for providing funds to the DLEDC in 2017 and respectfully request the same funding of \$48,000.00 be provided for the 2018 budget cycle.

Thank you to the City of Deadwood for your continued support of the DLEDC and economic development in the region.

Sincerely,

*Kevin Wagner*

Kevin Wagner  
Executive Director  
Deadwood-Lead Economic Development Corp.



2727 N Plaza Dr.  
Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

Quote

No.: 58143

Date: 2/27/2018

4-2-18  
GD

Prepared for:

James Olson  
Deadwood City Of-Police Department  
100 Sherman Street  
Deadwood, SD 57732 U.S.A.

Account No.: 12500  
Phone: (605) 578-2623

Qty	Description	UOM	Sell	Total
3	Fujitsu E548, i5-8250U, 8GB RAM, 256GB SSD, 14" HD Display, WLAN/BT/GigE, Smart Card, USB C- Dock, Win10 Pro x64	EA	\$1,081.18	\$3,243.54
3	Fujitsu USB Type-C Dock	EA	\$176.67	\$530.01
3	Fujitsu 1 year standard international limited warranty	EA	\$0.00	\$0.00
3	Fujitsu 3-Year Standard International Limited Warranty (2 year extension)	EA	\$205.88	\$617.64
5	Microsoft Office 2016 Standard - License - 1 PC - Open Government	EA	\$297.00	\$1,485.00
1	Project Installation & Configuration	EA	\$1,000.00	\$1,000.00

Your Price:                       
**\$6,876.19**

Total:                       
**\$6,876.19**

Prices are firm until 3/13/2018

Prepared by: Dennis Servaty, dennisservaty@goldenwest.com

Date: 2/27/2018

Fujitsu LIFEBOOK E548 w/  
8th Generation Intel® Core™ i5-8250U Processor (6 MB Cache, up to 3.4 GHz) with Intel® Turbo Boost Technology)  
Windows® 10 Pro (Windows 10 Fall Creators Update, MUI, 64-bit, ENERGY STAR® qualified)  
8 GB DDR4 SDRAM memory (Dual Channel, 4 GB + 4 GB)  
256 GB M.2 SATA SSD  
14" HD (1366 x 768) Anti-Glare Display  
Anti-microbial isolation keyboard (spill resistant)  
Intel® Dual Band Wireless-AC 8265 802.11ac/a/b/g/n (2x2) and Bluetooth® v4.1  
65W/19V (3-pin) AC Adapter with power cable  
HD Webcam (1280 x 720 pixels) with status LED indicator and dual digital microphones  
Integrated Smart Card reader only  
USB Type-C® Dock with 90W AC Adapter and power cable  
Trusted Platform Module (TPM) v2.0  
Main Lithium ion battery (4-cell, 50Wh)

**Quote**

No.: **58143**

Date: 2/27/2018

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Disclaimer**

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply. Applicable taxes and/or additional freight charges may be added on to the invoice.  
Terms: 30% down payment required for sales of \$ 5,000.00 or more, with the balance due Net 15 days of invoicing.

LIGHT AND SIREN  
 PO Box 90846  
 SIOUX FALLS SD 57109  
 1-800-778-7623

*Handwritten:* Kelly Full 434

4-2-18

**Invoice**

66

Date	Invoice #
3/17/2018	13126

<b>Bill To</b>
DEADWOOD POLICE DEPT 100 SHERMAN STREET DEADWOOD SD 57732

<b>Ship To</b>
DEADWOOD POLICE DEPT 100 SHERMAN STREET DEADWOOD SD 57732

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		1/4/2018	BEST WAY		
Quantity	Item Code	Description			Price Each	Amount
1	ETSA481RSP	enrgy 400, 100 Watt, REMOTE -Siren/Lightbar/ Arrow Controller			495.00	495.00
1	ETSS100N	100 WATT Composite Corrosion resistant Speaker			165.00	165.00
1	5ENF48-SD.PR-D...	EOS QE:018352 ENF48 SD PRIME LED LIGHTBAR. 6 TD. 2 ALLEYS. 2 AMBER FRONT CORNER FLASHERS, REAR TRI-COLOR WARNING-ARROW. 4 SIDE SCENE LIGHTS. 2-TRI-COLOR FRONT CORNER HEADS. 2 DUAL COLOR REAR CORNER HEADS. 4 HEAD TRI-COLOR TRAFFIC DIRECTOR. 3 RED/WHITE DUAL COLOR DRIVER SIDE FORWARD LIGHTHEADS. 3 BLUE/WHITE DUAL COLOR PASS SIDE FORWARD LIGHTHEADS. ALL FRONT SIDE AND REAR LIGHTHEADS ON DRIVER SIDE OF BAR ARE COMBINATION OF RED, RED/WHITE AND RED/AMBER. ALL LIGHTHEADS ON PASSENGER SIDE OF BAR ARE COMBINATION OF BLUE, BLUE/WHITE AND BLUE/AMBER. HK: SPECIFY VEHICLE HERE: 2017 DODGE DURANGO.			1,986.00	1,986.00
1	PK0439DUR11	10VS Recessed Panel Uncoated Polycarbonate			620.00	620.00
1	PK0123DUR112...	#12VS 2ND EXPANDED METAL PARTITION. 11-15 DURANGO			355.00	355.00

<b>Subtotal</b>
<b>Sales Tax (0.0%)</b>
<b>TOTAL DUE</b>
<b>Payments/Credits</b>
<b>Balance Due</b>

LIGHT AND SIREN

PO Box 90846  
 SIOUX FALLS SD 57109  
 1-800-778-7623

# Invoice

Date	Invoice #
3/17/2018	13126

<b>Bill To</b>
DEADWOOD POLICE DEPT 100 SHERMAN STREET DEADWOOD SD 57732

<b>Ship To</b>
DEADWOOD POLICE DEPT 100 SHERMAN STREET DEADWOOD SD 57732

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		1/4/2018	BEST WAY		
Quantity	Item Code	Description			Price Each	Amount
1	GK10301S1UHK...	Dual T-Rail Mount 1 Small, 1 Universal XL, Handcuff Key Override			365.00	365.00
1	SHIPPING	SHIPPING AND INSURANCE FEES			155.00	155.00

<b>Subtotal</b>					\$4,141.00
<b>Sales Tax (0.0%)</b>					\$0.00
<b>TOTAL DUE</b>					\$4,141.00
<b>Payments/Credits</b>					\$0.00
<b>Balance Due</b>					\$4,141.00

4-2-18  
6M

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND  
TALLGRASS LANDSCAPE ARCHITECTURE, LLC  
CONCERNING WHITEWOOD CREEK IMPROVEMENTS: PHASE 3**

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

**WHEREAS**, TALLGRASS has agreed to develop a restoration and renovation plan for Whitewood Creek behind Comfort Inn and Suites; and,

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which TALLGRASS shall provide restoration of the creek habitat, decrease erosion and sedimentation, and enhance the riparian plant communities while cleaning up overgrowth and dead plants; and

**WHEREAS**, the CITY has accepted the proposal from TALLGRASS and provides compensation in an amount of Twenty One Thousand Eighty Four and 00/100 Dollars (\$21,084.00) for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. TALLGRASS shall work with survey staff and city staff to:
  - a. Conduct a careful review of the existing conditions, design bank stabilization and erosion control, planting, and direct plant and refuse removal.
  - b. Remove, replace or screen unsightly storm sewer pipes and decrease damages they are causing to the riverbank, provide general cleanup of human debris and waste and dead vegetation and address other eroded areas.
  - c. Identify existing site conditions and features, such as topography, drainage patterns, vegetation, including significant specimen plants, water elements,

structures, views, known off-site considerations and previous planning documents.

- d. Analyze existing site conditions and features to identify physical attributes and limitations of the project site,
  - e. Confirm general location of available utilities;
  - f. Conduct site visits;
  - g. Review applicable governmental requirements, including zoning, ordinances and permit requirements, known special restrictions and zoning conditions;
  - h. Advise CITY as to tests and surveys that may be required;
  - i. Provide a summary of the site analysis to the CITY, if requested;
3. TALLGRASS shall retain the services of Advances Engineering and Environmental Services, LLC (AE2S) to address storm sewer issues and provide design support for the more complicated bank stabilization areas;
  4. TALLGRASS shall participate in meetings with city staff and USACE to discuss proposed improvements;
  5. TALLGRASS shall prepare a bidding-suitable erosion control plan and a planting plan;
  6. TALLGRASS shall prepare construction details to describe the materials, spatial relationship, connections and finishes as well as demolition / cleanup plans and details as necessary, storm sewer improvements and slope stabilization plans;
  7. TALLGRASS shall submit plan, details and other deliverables as appropriate comprising the Rehabilitation or Clean Up phase for review and approval;
  8. TALLGRASS shall prepare construction specifications for the proposed improvements;
  9. TALLGRASS shall update the opinion of probable cost to construct the proposed improvements;
  10. TALLGRASS shall prepare documents suitable for review for compliance with applicable governmental requirements and assist the contractor in the submission process to governmental agencies;
  11. TALLGRASS shall address timely and applicable review comments received from agencies and revise the construction documents for compliance when required;
  12. TALLGRASS shall submit digital copies of final documents with physical copies provided at cost;



13. TALLGRASS shall be available to answer questions via phone or email during construction;
14. TALLGRASS estimates that late summer/early fall of 2018 will provide the lowest water level and optimal cleanup conditions;
15. TALLGRASS estimates that planting and erosion control is expected to take place spring of 2019;
16. TALLGRASS estimates that a one month wind down will be needed for the cleanup phase of the project;
17. CITY shall provide available base data to TALLGRASS, including available land surveys, photographs, aerial imagery and any other necessary data;
18. CITY shall inform TALLGRASS of known governmental requirements, including zoning, ordinances, and permit requirements;
19. CITY shall provide coordination between staff, commissioners and other entities involved in project;
20. CITY shall provide schedule, meeting reservations, advertising and staff support for historic review and any other required public meetings;
21. CITY shall provide bid advertising, bid opening, bid analysis and contract negotiation;
22. TALLGRASS agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of TALLGRASS in connection with this agreement or services performed or materials provided pursuant to this contract;
23. TALLGRASS shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
24. Upon completion of services described above, CITY shall pay TALLGRASS a fee of Twenty One Thousand Eighty Four and 00/100 Dollars (\$21,084.00);
25. In the event of significant changes to contract, TALLGRASS shall provide notice and estimates to CITY for review and potential approval. By no means shall additional expenses be incurred on behalf of CITY unless agreed to in writing by both parties;

26. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to TALLGRASS;
27. 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 page]*

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF DEADWOOD

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

ATTEST:

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

TALLGRASS LANDSCAPE ARCHITECTURE, LLC

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Tallgrass Landscape Architecture, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

(SEAL)

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

# FROM THE FINANCE OFFICE

4-2-18  
GN

DATE: March 16, 2018  
TO: Mayor Turbiville and City Commission  
FROM: Mary Jo Nelson *MJN*  
RE: Tootsie Sign Easement

Below is a history of previous City Commission minutes regarding the Tootsie sign.

## Minutes from March 20, 2000

Tootsie Sign Restoration Information: Jim Wilson, Historic Preservation Officer, again publicly made a plea for any information on the historic "Tootsie" sign, of which the Historic Preservation Commission is trying to restore.

## Minutes from March 27, 2000

Tootsie Sign Restoration Expense Authorization: Jim Wilson, Historic Preservation Officer, requested authorization to hire Northern Hills Neon to restore, repaint and reinstall, the "Tootsie Sign". The sign was donated to the City of Deadwood by Mike Trucano and has been appraised at \$12,500.

More information is still needed to restore the sign to its original state. The original location of the sign was at the corner of Lee & Main Street. The City will request an easement from the owners of the property at this location to allow the sign to be placed on the roof with the City being responsible for the maintenance.

Moved by Pritchard, seconded by Silvernail, to authorize Wilson to hire Northern Hills Neon to restore, repaint, and reinstall the "Tootsie Sign" at a cost not to exceed \$4,000.00. Roll Call: Aye- All. Motion carried. (This expense will be taken from the building maintenance line item).

## Minutes from August 5, 2013

Van Den Eykel moved, Silvernail seconded to allow the Mayor to sign the easement agreement with property owner James Barber at 669 Main Street to repair and install historic Spot Liquor Store "Tootsie" neon sign. Roll Call: Aye-All. Motion carried.

## Minutes from September 30, 2013

Van Den Eykel moved, Silvernail seconded to approve expenditure for Conrad Signs to restore Tootsie sign in the amount of \$5,190.00 and direct city attorney to prepare contract. Roll Call: Aye-All.

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

## EASEMENT AGREEMENT

Harley Kirwin, owner of the building located at 669 Main Street, Deadwood, South Dakota, which is described as follows:

Lot Two (2) and Lot C, Block 18, Original Town, City of Deadwood, according to the P.L. Rogers map thereof

Subject to easements of record.

hereby grants and conveys to the City of Deadwood and Deadwood Historic Preservation Commission, whose address is 102 Sherman Street, Deadwood, South Dakota 57732, Grantees, an easement for the purpose of allowing Grantees to repair and re-install the historic Spot Liquor Store "Tootsie" neon lighted sign on the roof of the building or structure at the above-described location. In consideration for the grant of this easement, the Grantees agree to repair any damage to the existing roof caused by the current placement of the "Tootsie" sign. Further, Grantees shall be responsible for and pay all costs incurred in connection with installing the sign and all utility and electricity payments incurred in connection with the sign. Grantees will also compensate Grantor for any damages to the roof caused by removal of the sign in the event the sign must be removed and repaired in the future.

The term of this easement shall be for a period of ten (10) years, with such time period to be renewed automatically for an additional one (1) year, unless either of the parties gives the other written notice of non-renewal at least sixty (60) days prior to the termination of the original term of this lease or any renewal of the same.





4-2-18  
leO

**RESOLUTION NO. 2018-15  
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approved the following be declared surplus and sold to Sanford Lab Visitor's Center for \$5,000.00.

**2009 Ford Trolley - VIN#1F6NF53Y780A04855**

Dated this 2nd day of April, 2018.

City of Deadwood

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

ATTEST:

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



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



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

**MEMORANDUM**

---

4-2-18  
KP

**Date:** March 2, 2018  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Internship for City Collections

---

The Deadwood Historic Preservation Office is requesting permission to hire a summer intern to assist this office in research projects to enhance the visitor experience.

This internship provides a college student a "hands on" experience working in a professional environment with an emphasis in history, archives and history preservation. The intern would be a temporary position for the summer with the focus on researching the history of one of Deadwood's vices – prostitution and the houses of ill fame. The hourly rate would be per City of Deadwood pay scale at \$9.20 per hour.

This office budgets up to \$10,000.00 per year for internes. This position would work at Historic Preservation Office under the general guidance and direction of the Historic Preservation Officer with assistance of the balance of the staff.

This office is requesting permission to hire Ms. Paige Barthel in an internship position beginning May 7, 2018 pending necessary pre-drug screening requirements per City of Deadwood policies.

Ms. Barthel is a current student at South Dakota State University studying for a history major. Ms. Barthel's application is attached to this memorandum.

**RECOMMENDATION:** *Grant permission to the Historic Preservation Office to hire Paige Barthel as an Intern beginning May 7, 2018 at a rate of \$9.20 per hour pending necessary pre-drug screening requirements per City of Deadwood policies.*



**BID TABULATION RESULTS**  
**STRUCTURE DEMOLITION & PARKING LOT CONSTRUCTION PROJECT**  
**DEADWOOD, SOUTH DAKOTA**

Bid Date: March 27, 2018  
Bid Time: 9:00 a.m. MT  
Bid Location: City Hall, Deadwood, South Dakota

Item No.	Description of Item	Estimated Quantity	Unit	Engineer's Estimate		R.C.S. Construction, Inc.		GTI Companies, Inc.		Quinn Construction, Inc.		SIMON CONTR. OF SD		Journey Group dba Ainsworth		CAI 2, LLC		Mainline Contracting Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	1.0	LS	\$ 18,000.00	\$ 18,000.00	\$ 23,000.00	\$ 23,000.00	\$ 28,000.00	\$ 28,000.00	\$ 40,000.00	\$ 40,000.00	\$ 48,816.00	\$ 48,816.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 38,890.00	\$ 38,890.00
2	Miscellaneous and Incidentals	1.0	LS	\$ 8,500.00	\$ 8,500.00	\$ 4,000.00	\$ 4,000.00	\$ 18,800.00	\$ 18,800.00	\$ 15,000.00	\$ 15,000.00	\$ 31,970.00	\$ 31,970.00	\$ 18,800.00	\$ 18,800.00	\$ 14,000.00	\$ 14,000.00	\$ 25,000.00	\$ 25,000.00
3	Erosion and Sediment Control	1.0	LS	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 600.00	\$ 600.00	\$ 2,500.00	\$ 2,500.00	\$ 4,275.00	\$ 4,275.00	\$ 3,750.00	\$ 3,750.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00
4	Construction Staking	1.0	LS	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,600.00	\$ 3,600.00	\$ 4,000.00	\$ 4,000.00	\$ 2,200.00	\$ 2,200.00	\$ 2,510.00	\$ 2,510.00	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00
5	Traffic Control	1.0	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,700.00	\$ 1,700.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,060.00	\$ 1,060.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,180.00	\$ 1,180.00
6	Structure Demolition	1.0	LS	\$ 115,000.00	\$ 115,000.00	\$ 120,000.00	\$ 120,000.00	\$ 93,600.00	\$ 93,600.00	\$ 117,000.00	\$ 117,000.00	\$ 120,495.00	\$ 120,495.00	\$ 128,300.00	\$ 128,300.00	\$ 183,448.30	\$ 183,448.30	\$ 175,000.00	\$ 175,000.00
7	Remove Asphalt Pavement	1248.2	SY	\$ 8.50	\$ 10,608.70	\$ 2.50	\$ 3,125.50	\$ 4.20	\$ 5,242.44	\$ 6.00	\$ 7,489.20	\$ 3.65	\$ 4,431.11	\$ 5.00	\$ 6,241.00	\$ 8.01	\$ 10,000.56	\$ 3.60	\$ 4,493.52
8	Remove Grate From Area Inlet	1.0	EA	\$ 250.00	\$ 250.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 153.50	\$ 153.50	\$ 120.00	\$ 120.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
9	Remove PCC Sidewalk	136.9	SY	\$ 8.00	\$ 1,095.20	\$ 14.00	\$ 1,916.60	\$ 6.00	\$ 821.40	\$ 4.00	\$ 547.60	\$ 7.20	\$ 985.68	\$ 12.05	\$ 1,649.85	\$ 2.00	\$ 273.80	\$ 59.00	\$ 8,100.00
10	Remove Sign	3.0	EA	\$ 150.00	\$ 450.00	\$ 100.00	\$ 300.00	\$ 25.00	\$ 75.00	\$ 50.00	\$ 150.00	\$ 53.00	\$ 159.00	\$ 35.00	\$ 105.00	\$ 60.00	\$ 180.00	\$ 59.00	\$ 177.00
11	Remove and Reset Sign	1.0	EA	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 132.00	\$ 132.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
12	Unclassified Excavation	25.0	CY	\$ 35.00	\$ 875.00	\$ 10.00	\$ 250.00	\$ 19.00	\$ 475.00	\$ 10.00	\$ 250.00	\$ 90.00	\$ 2,250.00	\$ 22.80	\$ 570.00	\$ 14.60	\$ 365.00	\$ 28.00	\$ 700.00
13	Contractor Furnished Fill	25.0	CY	\$ 24.00	\$ 600.00	\$ 11.00	\$ 275.00	\$ 25.00	\$ 625.00	\$ 14.00	\$ 350.00	\$ 48.00	\$ 1,200.00	\$ 30.00	\$ 750.00	\$ 16.00	\$ 400.00	\$ 33.00	\$ 825.00
14	Storm Sewer Drop Inlet	1.0	EA	\$ 3,200.00	\$ 3,200.00	\$ 2,350.00	\$ 2,350.00	\$ 2,600.00	\$ 2,600.00	\$ 4,000.00	\$ 4,000.00	\$ 1,851.00	\$ 1,851.00	\$ 3,125.00	\$ 3,125.00	\$ 2,500.00	\$ 2,500.00	\$ 1,775.00	\$ 1,775.00
15	15" RCP	140.0	LF	\$ 80.00	\$ 11,200.00	\$ 71.00	\$ 9,940.00	\$ 40.00	\$ 5,600.00	\$ 55.00	\$ 7,700.00	\$ 43.90	\$ 6,145.00	\$ 48.05	\$ 6,727.00	\$ 67.88	\$ 9,500.40	\$ 55.00	\$ 7,700.00
16	Modify Drop Inlet/New Frame and Cover	1.0	EA	\$ 3,000.00	\$ 3,000.00	\$ 1,300.00	\$ 1,300.00	\$ 1,400.00	\$ 1,400.00	\$ 6,000.00	\$ 6,000.00	\$ 901.00	\$ 901.00	\$ 1,680.00	\$ 1,680.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00
17	Striping, 4" White	1870.0	LF	\$ 1.35	\$ 2,524.50	\$ 1.00	\$ 1,870.00	\$ 0.27	\$ 504.90	\$ 0.55	\$ 1,047.20	\$ 0.60	\$ 1,122.00	\$ 0.64	\$ 1,199.98	\$ 0.65	\$ 1,208.50	\$ 0.55	\$ 1,028.50
18	Striping, Handicap Symbol	2.0	EA	\$ 200.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 150.00	\$ 150.00	\$ 220.00	\$ 440.00	\$ 211.00	\$ 422.00	\$ 240.50	\$ 481.00	\$ 250.00	\$ 500.00	\$ 225.00	\$ 450.00
19	Sign, 1 Post, 2 Signs Van Accessible Parking	1.0	EA	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 575.00	\$ 575.00	\$ 175.00	\$ 175.00	\$ 305.00	\$ 305.00	\$ 720.00	\$ 720.00	\$ 400.00	\$ 400.00	\$ 550.00	\$ 550.00
20	Double Pedestal Exhibit, Provide and Install	1.0	EA	\$ 650.00	\$ 650.00	\$ 2,200.00	\$ 2,200.00	\$ 2,750.00	\$ 2,750.00	\$ 1,567.21	\$ 1,567.21	\$ 922.20	\$ 922.20	\$ 2,795.00	\$ 2,795.00	\$ 1,200.00	\$ 1,200.00	\$ 1,570.00	\$ 1,570.00
21	Bike Rack, Provide and Install	1.0	EA	\$ 800.00	\$ 800.00	\$ 1,400.00	\$ 1,400.00	\$ 1,850.00	\$ 1,850.00	\$ 276.19	\$ 276.19	\$ 922.20	\$ 922.20	\$ 1,090.00	\$ 1,090.00	\$ 750.00	\$ 750.00	\$ 39,329.40	\$ 39,329.40
22	Aggregate Base Course, 12" Thickness	1787.7	TON	\$ 37.50	\$ 67,098.75	\$ 20.00	\$ 35,750.00	\$ 23.50	\$ 42,070.95	\$ 31.00	\$ 55,418.70	\$ 19.00	\$ 33,968.30	\$ 28.25	\$ 50,502.53	\$ 22.00	\$ 39,329.40	\$ 28.65	\$ 51,217.61
23	Asphalt Pavement, 6" Thickness	893.8	TON	\$ 124.00	\$ 110,831.20	\$ 81.00	\$ 72,397.80	\$ 78.00	\$ 69,716.40	\$ 72.00	\$ 64,353.60	\$ 70.00	\$ 62,566.00	\$ 93.70	\$ 83,749.06	\$ 78.32	\$ 70,002.42	\$ 78.00	\$ 69,716.40
24	PCC Sidewalk, 4" Thickness	278.0	SY	\$ 30.00	\$ 8,340.00	\$ 45.00	\$ 12,510.00	\$ 53.00	\$ 14,734.00	\$ 60.00	\$ 16,800.00	\$ 66.90	\$ 18,598.20	\$ 51.10	\$ 14,205.80	\$ 76.85	\$ 21,864.30	\$ 72.00	\$ 20,116.00
25	PCC Sidewalk, 6" Thickness	68.3	SY	\$ 40.00	\$ 2,732.00	\$ 58.00	\$ 3,981.40	\$ 79.00	\$ 5,395.70	\$ 70.00	\$ 4,811.67	\$ 64.80	\$ 4,416.67	\$ 75.00	\$ 5,122.50	\$ 76.85	\$ 5,248.86	\$ 100.00	\$ 6,830.00
26	PCC Sidewalk, Reinforced, 6" Thickness	95.4	SY	\$ 67.50	\$ 6,439.50	\$ 72.00	\$ 6,868.80	\$ 106.00	\$ 10,112.40	\$ 95.00	\$ 9,063.00	\$ 125.90	\$ 12,018.86	\$ 101.00	\$ 9,635.40	\$ 76.85	\$ 7,331.49	\$ 134.00	\$ 12,783.60
27	PCC Approach	33.3	SY	\$ 135.00	\$ 4,492.50	\$ 72.00	\$ 2,397.60	\$ 120.00	\$ 3,996.00	\$ 95.00	\$ 3,163.50	\$ 124.00	\$ 4,129.20	\$ 114.00	\$ 3,796.20	\$ 76.85	\$ 2,559.11	\$ 143.00	\$ 4,761.90
28	ADA Ramp with Detectable Warning Panel	1.0	EA	\$ 1,200.00	\$ 1,200.00	\$ 300.00	\$ 300.00	\$ 800.00	\$ 800.00	\$ 550.00	\$ 550.00	\$ 800.00	\$ 800.00	\$ 735.00	\$ 735.00	\$ 2,200.00	\$ 2,200.00	\$ 840.00	\$ 840.00
29	Curb and Gutter, within Parking Lot	428.5	LF	\$ 39.00	\$ 16,653.50	\$ 20.00	\$ 8,530.00	\$ 33.00	\$ 14,074.50	\$ 40.00	\$ 17,060.00	\$ 34.50	\$ 14,714.25	\$ 31.75	\$ 13,541.38	\$ 48.88	\$ 19,894.32	\$ 40.00	\$ 17,060.00
30	6" Curb Only	33.0	LF	\$ 30.00	\$ 990.00	\$ 30.00	\$ 900.00	\$ 40.00	\$ 1,320.00	\$ 33.00	\$ 990.00	\$ 40.00	\$ 1,320.00	\$ 36.30	\$ 1,197.90	\$ 118.19	\$ 3,900.27	\$ 45.00	\$ 1,485.00
31	Decorative Fence, Wood	206.0	LF	\$ 35.00	\$ 7,210.00	\$ 43.00	\$ 8,859.00	\$ 28.00	\$ 5,788.00	\$ 37.00	\$ 7,622.00	\$ 36.00	\$ 7,416.00	\$ 43.00	\$ 8,858.00	\$ 45.15	\$ 9,300.90	\$ 21.50	\$ 4,429.00
32	Poured Concrete Wall w/ Decorative Stone, 4' tall	102.0	LF	\$ 330.00	\$ 33,660.00	\$ 394.00	\$ 40,188.00	\$ 40.00	\$ 4,000.00	\$ 560.00	\$ 57,120.00	\$ 625.00	\$ 63,750.00	\$ 541,300.00	\$ 54,300.00	\$ 568.63	\$ 58,000.26	\$ 655.00	\$ 66,810.00
33	Rip-Rap, Class A w/ Reinforcement Fabric (MSE)	75.0	TON	\$ 46.50	\$ 3,487.50	\$ 55.00	\$ 4,125.00	\$ 50.00	\$ 3,750.00	\$ 50.00	\$ 3,750.00	\$ 59.30	\$ 4,447.50	\$ 60.00	\$ 4,500.00	\$ 45.35	\$ 3,401.25	\$ 45.00	\$ 3,375.00
34	Shrub, Russian Sage, 2 Gal.	32.0	EA	\$ 35.00	\$ 1,120.00	\$ 30.00	\$ 960.00	\$ 38.00	\$ 1,224.00	\$ 22.00	\$ 704.00	\$ 21.50	\$ 688.00	\$ 26.00	\$ 832.00	\$ 32.56	\$ 1,043.92	\$ 30.00	\$ 960.00
35	Grass, Feather Reed Grass, 1 Gal.	43.0	EA	\$ 35.00	\$ 1,505.00	\$ 30.00	\$ 1,260.00	\$ 30.00	\$ 1,260.00	\$ 22.00	\$ 704.00	\$ 21.50	\$ 688.00	\$ 26.00	\$ 832.00	\$ 32.56	\$ 1,043.92	\$ 30.00	\$ 960.00
36	Shrub, Crimson Pygmy Barbary, 3 Gal.	28.0	EA	\$ 45.00	\$ 1,260.00	\$ 70.00	\$ 1,960.00	\$ 43.00	\$ 1,204.00	\$ 60.00	\$ 1,800.00	\$ 57.50	\$ 1,610.00	\$ 47.75	\$ 1,337.00	\$ 46.43	\$ 1,300.04	\$ 60.00	\$ 1,800.00
37	Tree, Thornless Common Honeylocust, 4" Cal.	1.0	EA	\$ 300.00	\$ 300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,210.00	\$ 1,210.00	\$ 1,185.00	\$ 1,185.00	\$ 1,260.00	\$ 1,260.00	\$ 1,400.00	\$ 1,400.00	\$ 1,250.00	\$ 1,250.00
38	Mulch within Landscape Areas, 4" Depth	2966.0	SY	\$ 1.00	\$ 2,966.00	\$ 2.00	\$ 5,932.00	\$ 3.80	\$ 11,270.80	\$ 2.00	\$ 5,932.00	\$ 6.90	\$ 20,465.40	\$ 4.05	\$ 12,012.30	\$ 1.82	\$ 5,398.12	\$ 1.37	\$ 4,063.37
39	Restored Area, Shape, Seed, Fertilize and Mulch	515.6	SY	\$ 15.00	\$ 7,734.00	\$ 1.50	\$ 773.40	\$ 3.25	\$ 1,675.70	\$ 1.25	\$ 644.50	\$ 1.70	\$ 876.72	\$ 5.00	\$ 2,578.00	\$ 4.07	\$ 2,098.49	\$ 45.00	\$ 23,250.00
40	Conduit Utility Trench	119.0	LF	\$ 65.00	\$ 7,735.00	\$ 25.00	\$ 2,975.00	\$ 23.00	\$ 2,737.00	\$ 30.00	\$ 3,570.00	\$ 24.00	\$ 2,866.00	\$ 22.80	\$ 2,713.20	\$ 10.09	\$ 1,200.71	\$ 25.00	\$ 2,975.00
41	Lighting and Electrical	1.0	LS	\$ 29,466.00	\$ 29,466.00	\$ 26,000.00	\$ 26,000.00	\$ 35,000.00	\$ 35,000.00	\$ 26,000.00	\$ 26,000.00	\$ 20,000.00	\$ 20,000.00	\$ 28,060.00	\$ 28,060.00	\$ 46,720.00	\$ 46,720.00	\$ 29,000.00	\$ 29,000.00
42	Parking Kiosk Foundation and Kiosk Installation	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 800.00	\$ 800.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,600.00	\$ 3,600.00	\$ 5,200.00	\$ 5,200.00	\$ 1,000.00	\$ 1,000.00	\$ 5,500.00	\$ 5,500.00
				<b>Total:</b>	<b>\$ 505,248.35</b>	<b>Total:</b>	<b>\$ 421,503.10</b>	<b>Total:</b>	<b>\$ 439,040.19</b>	<b>Total:</b>	<b>\$ 498,057.00</b>	<b>Total:</b>	<b>\$ 498,426.88</b>	<b>Total:</b>	<b>\$ 500,521.04</b>	<b>Total:</b>	<b>\$ 560,268.09</b>	<b>Total:</b>	<b>\$ 579,997.82</b>

Item No.	Description of Item	Estimated Quantity	Unit	Price	Total
1A	Cost Reduction for Extended Completion Time	1	EA	\$ -	\$ -
				<b>Total with Alt. 1A:</b>	<b>\$ 505,248.35</b>
				<b>Total:</b>	<b>\$ 416,503.10</b>
				<b>Total:</b>	<b>\$ 488,057.</b>





4-2-18  
7A

March 28, 2018

City of Deadwood  
Attn: Ron Green, P.E., Public Works Director  
62 ½ Dunlop Avenue  
Deadwood, South Dakota, 57732

RE: Deadwood Pavilion Structure Demolition & Parking Lot Construction Project  
Bid Award Recommendation

Dear Mr. Green:

Seven (7) bids were received and opened on March 27, 2018 for the Deadwood Pavilion Structure Demolition & Parking Lot Construction Project. Each was reviewed and verified. The Bid Tabulation is enclosed for your reference.

The lowest responsible bid was submitted by R.C.S. Construction, Inc., Rapid City, with a Bid of \$421,503.10. One Alternate was included for a deduction amount. Bid Alternate 1 was a deduction of \$5,000. The Engineer's Estimate for this project is \$505,257.07.

One unique item with this project is that the asphalt parking lot section was set based on a conservative design. The geotechnical design soil testing will be completed after the structure is demolished. Once the soil tests are processed and a pavement design is completed, it is anticipated that the asphalt parking lot section may be reduced. This is not a guarantee and it is based on the results of the soil tests. However, as an example, the current parking lot section is 6" of asphalt over 12" of base course gravel, if that could be reduced to 4" of asphalt over 6" of base course gravel, there would be a cost savings of \$42,000. This would reduce the total cost to \$379,495.20. This example shows that there is some potential project savings that is anticipated, the actual amount is just unknown at this time.

The experience, reputation, and financial condition of R.C.S. Construction, Inc. indicates that they are capable of successfully completing the required work. Therefore, it is recommended that The City of Deadwood award the contract for the Deadwood Pavilion Structure Demolition & Parking Lot Construction Project to R.C.S. Construction, Inc. of Rapid City, South Dakota in the Bid amount of \$421,503.10. The Alternate 1 deduction of \$5,000 is an option for the Deadwood City Commission to consider.

Sincerely,

Leah M. Berg, P.E.  
President

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT**

May 21  
Completion Date  
\$ 421,503.10

THIS AGREEMENT dated the 2 day of April, 20 18 is by and between

The City of Deadwood, South Dakota ("Owner") and

R.C.S. Construction, Inc., Rapid City, South Dakota ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Demolition of the Deadwood Pavilion structure and parking lot construction.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents is described as the Deadwood Pavilion Structure Demolition & Parking Lot Construction Project.

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by Affordably Creative Engineering Services, Inc. (ACES), (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.02 *Date for Substantial Completion*

- A. The Work will be substantially completed on or before May 21, 2018.

#### 4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents.
- 5.02 The Contract price is: \$421,503.10  
(Four hundred twenty one thousand five hundred three dollars and ten cents.)

### **ARTICLE 6 – PAYMENT PROCEDURES**

- 6.01 *Submittal and Processing of Payments*
  - A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General and Supplementary Conditions.
- 6.02 *Progress Payments; Retainage*
  - A. Prior to Completion, progress payments will be made in an amount equal to the percentage completed but, in each case, less the aggregate of payments previously made, less retainage and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General and Supplementary Conditions..
- 6.03 *Final Payment*
  - A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data."
  - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
  - F. Based on the information and observations referred to in Paragraph 7.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 8 – CONTRACT DOCUMENTS**

### **8.01** *Contents*

- A. The Contract Documents consist of the following:
  - A. This Agreement.
  - B. Performance bond.
  - C. Payment bond.
  - D. General Conditions.
  - E. Supplementary Conditions.
  - F. Project Manual.
  - G. Drawings.
  - H. Addenda.
  - I. Exhibits to this Agreement:
    - a. Contractor's Bid.
    - b. Documentation submitted by Contractor prior to Notice of Award
  - J. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
- B. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 9 – MISCELLANEOUS**

### **9.01** *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **9.02** *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and

moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:
  - A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.



This Agreement will be effective on April 2, 2018.

OWNER:

The City of Deadwood

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

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

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

Attest: \_\_\_\_\_

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

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

CONTRACTOR:

R.C.S. Construction, Inc.

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

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

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

Attest: \_\_\_\_\_

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

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

END OF DOCUMENT

**NOTICE OF AWARD**

---

Date: April 2, 2018

Owner: The City of Deadwood

Contractor: R.C.S. Construction, Inc.

Address: 102 Sherman Street  
Deadwood, SD 57732

Address: PO BOX 9337  
Rapid City, SD 57709

Project Name: Deadwood Pavilion Structure Demolition & Parking Lot Construction Project

Project Location: Deadwood, South Dakota

You are notified that your Bid Proposal dated March 27, 2018 for the above named project has been considered. You are the Successful Bidder and are awarded a Contract for Construction for this project.

The Contract will be for the Bid Items amounts.

The Contract Price is Four hundred twenty one thousand five hundred three dollars and ten cents.

(\$ 421,503.10 .

Two (2) sets of Drawings and Specifications will be made available to you.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award:

1. Deliver to Affordably Creative Engineering Services, Inc. (ACES) at 324 St. Joseph St, Suite 200, Rapid City, SD 57701, three (3) signed originals of the Contract for Construction.
2. Deliver with the executed Contract the Performance and Payment Bond as specified in the Supplementary Conditions.
3. Deliver with the executed Contract and Bonds a copy of your Certificate of Insurance as specified in the Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten (10) days after you comply with the above conditions, the City will return one (1) fully executed counterpart of the Contract for Construction.

Owner: The City of Deadwood

Contractor: R.C.S. Construction, Inc.

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT**

June 14  
Completion  
Date  
\$416,503.10

THIS AGREEMENT dated the 2 day of April, 20 18 is by and between

The City of Deadwood, South Dakota ("Owner") and

R.C.S. Construction, Inc., Rapid City, South Dakota ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Demolition of the Deadwood Pavilion structure and parking lot construction.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents is described as the Deadwood Pavilion Structure Demolition & Parking Lot Construction Project.

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by Affordably Creative Engineering Services, Inc. (ACES), (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Demolition and Substantial Completion*

- A. All Demolition work shall be completed on or before May, 21, 2018
- B. Parking Lot construction shall be substantially completed on or before June 14, 2018.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents.
- 5.02 The Contract price is: \$416,503.10  
(Four hundred sixteen thousand five hundred three dollars and ten cents.)

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General and Supplementary Conditions.

6.02 *Progress Payments; Retainage*

- A. Prior to Completion, progress payments will be made in an amount equal to the percentage completed but, in each case, less the aggregate of payments previously made, less retainage and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General and Supplementary Conditions..

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data."
  - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
  - F. Based on the information and observations referred to in Paragraph 7.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 8 – CONTRACT DOCUMENTS

### 8.01 *Contents*

- A. The Contract Documents consist of the following:
  - A. This Agreement.
  - B. Performance bond.
  - C. Payment bond.
  - D. General Conditions.
  - E. Supplementary Conditions.
  - F. Project Manual.
  - G. Drawings.
  - H. Addenda.
  - I. Exhibits to this Agreement:
    - a. Contractor's Bid.
    - b. Documentation submitted by Contractor prior to Notice of Award
  - J. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
- B. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 9 – MISCELLANEOUS

### 9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and

moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:

- A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
- B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on April 2, 2018.

OWNER:

The City of Deadwood

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

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

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

Attest: \_\_\_\_\_

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

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

CONTRACTOR:

R.C.S. Construction, Inc.

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

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

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

Attest: \_\_\_\_\_

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

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

END OF DOCUMENT



**NOTICE OF AWARD**

---

Date: April 2, 2018

Owner: The City of Deadwood

Contractor: R.C.S. Construction, Inc.

Address: 102 Sherman Street  
Deadwood, SD 57732

Address: PO BOX 9337  
Rapid City, SD 57709

Project Name: Deadwood Pavilion Structure Demolition & Parking Lot Construction Project

Project Location: Deadwood, South Dakota

You are notified that your Bid Proposal dated March 27, 2018 for the above named project has been considered. You are the Successful Bidder and are awarded a Contract for Construction for this project.

The Contract will be for the Bid Items amounts and Alternate 1.

The Contract Price is Four hundred sixteen thousand five hundred three dollars and ten cents.

(\$ 416,503.10 .

Two (2) sets of Drawings and Specifications will be made available to you.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award:

1. Deliver to Affordably Creative Engineering Services, Inc. (ACES) at 324 St. Joseph St, Suite 200, Rapid City, SD 57701, three (3) signed originals of the Contract for Construction.
2. Deliver with the executed Contract the Performance and Payment Bond as specified in the Supplementary Conditions.
3. Deliver with the executed Contract and Bonds a copy of your Certificate of Insurance as specified in the Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten (10) days after you comply with the above conditions, the City will return one (1) fully executed counterpart of the Contract for Construction.

Owner: The City of Deadwood

Contractor: R.C.S. Construction, Inc.

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

42-18  
10A

**ORDINANCE NO. 1272  
AN ORDINANCE CREATING  
BUSINESS IMPROVEMENT DISTRICT NO. 8 OF THE  
CITY OF DEADWOOD, SOUTH DAKOTA**

**BE IT ORDAINED** by the City of Deadwood, South Dakota

**SECTION 1:** Pursuant to SDCL 9-55 Business Improvement District No. 8 of the City of Deadwood, South Dakota, is hereby created.

**SECTION 2:** Business Improvement District No. 8 shall have the following boundaries:

Cadillac Jack's/Doubletree By Hilton	360 Main Street
Deadwood Mountain Grand/ Holiday Inn Resort	1906 Deadwood Mountain Drive
Deadwood Station	68 Main Street
First Gold Hotel	270 Main Street
Gold Country Inn	801 Main Street
Holiday Inn Express	22 Lee Street
Hotel by Gold Dust	23 Lee Street
The Lodge at Deadwood	100 Pine Crest Lane
Silverado Franklin	709 Main Street
SpringHill Suites by Marriott	322 Main Street
Tru Hotel by Hilton	372 Main Street
Tin Lizzie's Hampton Inn	555 Main Street
Travelodge Inn and Suites	250 Main Street

Any lodging establishments not listed but can become a part of this district and included in boundaries by petition and approval of City Commission, but excluding any bed and breakfast establishments:

**SECTION 3:** A Resolution of Intent 2018-09, for the continuation of this district, was approved on the 20<sup>th</sup> day of February, 2018, and adopted after the public hearing on the 2<sup>nd</sup> day of April, 2018.

**SECTION 4:** Business Improvement District No. 8 is created for the purpose of funding a portion or all of the following future proposed public

facilities, improvements and activities along with costs of acquisition, construction, maintenance, operation and repair of such improvements, facilities or activities:

Projected revenue of \$300,000.00, designated for purposes as set forth by SDCL 9-55, which may include support of revitalization efforts on Main Street such as Main Street Plaza or its operation, new events or expansion of known successful events, hiking and biking trails, pedestrian creek access and possible trail expansion, funding Deadwood Gaming Association activities, and legal and administrative expenses.

**SECTION 5:** An occupational tax in the amount of Two Dollars (\$2.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments. This occupation tax shall be fair, equitable and uniform as to class. No occupational tax may be imposed on any transient guest who has been offered a room by a lodging establishment on a complimentary basis and no fee or rent was charged for such room. This tax rate shall be subject to establishment and adjustment by the Deadwood City Commission, by resolution upon recommendation from the Board of Business Improvement District No. 8.

**SECTION 6:** The Deadwood City Finance Officer is authorized and directed, with the advice and recommendations of the Board of Business Improvement District No. 8, to determine and compute the tax in accordance with this ordinance. The occupational tax assessed pursuant to the terms of this ordinance shall be remitted by the 20<sup>th</sup> day of each month to the Deadwood City Finance Officer, with the remittance to be for the previous calendar month's tax collections. The City Finance Officer and the Board of Business Improvement District No. 8 or its designee or any person or firm contracted by the City Finance Officer and the Business Improvement District Board shall be entitled to audit the books, ledgers, or franchise reports of any

hotel, motel or lodging establishment subject to the terms of this act, including the right to inspect daily reports of such hotels and motels so as to ensure that the occupancy tax assessed by this act is being properly remitted to the City of Deadwood. The City Finance Officer shall be entitled to seek injunctive relief against any hotel, motel or lodging establishment which does not remit the proper amount of tax monies when due, which relief may be in the form of an action requiring the offending hotel or motel owner to allow entry upon their property and access to their records, computers, or books so as to verify that the hotel, motel or lodging establishment is remitting all monies it collects pursuant to this ordinance and the laws of the State of South Dakota. Each hotel, motel or lodging establishment subject to this ordinance shall keep accurate records of amounts collected from transient guests for review by the City Finance Officer or its designee, pursuant to this ordinance.

**SECTION 7:** All remittances of occupancy tax collected pursuant to this ordinance shall be due and received in the office of the City of Deadwood Finance Officer on or before the 20<sup>th</sup> day of the month following the month for which the occupancy tax remittances are due. All amounts that are not received on or before the 20<sup>th</sup> day of the month will be charged a late fee in the amount of ten percent (10%) of the total amount due. Failure to pay such tax shall also constitute a violation of this ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500), to be paid to the City of Deadwood. Any unpaid balance under this ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. The City of Deadwood Finance Officer shall certify all unpaid amounts or balances to the county treasurer for collection in the same

manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this ordinance, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

**SECTION 8:** Nothing within the body of this ordinance shall be construed as limiting of any other rights which the City of Deadwood has, or may pursue in seeking collection of monies received but not paid under the terms of this ordinance. In the event that this tax becomes subject to supervision by the State of South Dakota through the State's Department of Revenue, any rights which Deadwood has herein shall be deemed cumulative to any powers which inure to the benefit of the State.

**SECTION 9:** In the event of any civil or criminal action being filed seeking collection of any delinquent assessments, the offending hotel, motel or lodging establishment shall be responsible for and pay all attorney's fees and costs incurred by the City of Deadwood in seeking payment under the terms of this ordinance.

**SECTION 10:** All costs incurred by the City of Deadwood or the City Finance Officer or the Board pursuant to this ordinance shall be paid from occupancy taxes collected under this ordinance.

**SECTION 11:** Each hotel, motel or lodging establishment shall account for complimentary rooms which are also subject to audit by the City Finance Officer and the Board of Business Improvement District No. 8 or its designee or contractor with such records to show the basis for offering such room on a complimentary basis.

**SECTION 12:** Should any section, clause or provision of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of

the ordinance as a whole or any part thereof, other than the part declared to be invalid.

**SECTION 13:** Any business governed by this ordinance shall sign a sworn statement to be submitted along with the remittance for any tax imposed by this ordinance on or before the 20<sup>th</sup> day of each month stating as follows:

I declare, under penalty of perjury, that the above accounting of rooms rented is accurate and the tax payment made herein is accurate to the best of my knowledge according to my business records.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**SECTION 14:** This ordinance shall be effective on the 7th day of May 2018.

Dated this 2nd day of April, 2018.

CITY OF DEADWOOD

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

ATTEST:

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

First Date of Publication: 4-5-18  
Second Date of Publication: 4-17-18

4-2-18  
10B

# Memo to commission

All

Concerning the barrier placement between City hall And Family Dollar parking lots. It is the Recommendation from the Parking and Transportation committee and the Safety committee that we place concrete jersey barriers on the property line. This will alleviate the safety issue that is being caused due to traffic crossing in front of the vehicles leaving the city hall lot and water street area. We have had an accident with injury and numerous close calls at this intersection. There are other factors involved as well and were discussed and this is the best solution. I will add that this is a temporary solution till the parking lot is addressed for resurfacing and enhancements. The long term plan would be to use a permanent wall/fence to control traffic in and out of the lots. We have in the past tried all other avenues including elimination of parking spots and pavement marking. They have failed to provide the action that is required.

Tom Kruzel

Transportation and Facilities Director

4-2-18  
10C

**STAFF REPORT**  
**PLANNING AND ZONING AND BOARD OF ADJUSTMENT**  
**REQUEST FOR A CONDITIONAL USE PERMIT**

---

**APPLICANT:** Christine Mikla

**PURPOSE:** Single Family Dwelling conversion to Duplex Dwelling

**GENERAL LOCATION:** 7 Fillmore Street

**LEGAL DESCRIPTION:** PT of Lots 1-2 & 3 Block 63, Original Town, City of Deadwood, Lawrence County, South Dakota.

**FILE STATUS:** All legal obligations have been completed.

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**STAFF FINDINGS:**

<u>Surrounding Zoning:</u>	<u>Surrounding Land Uses</u>
North: R1 - Residential District	Residential Housing
South: PF - Park Forest District	Vacant Land
East: R1 - Residential District	Residential Housing
West: R1 - Residential District	Residential Housing

**SUMMARY OF REQUEST**

The petitioner has submitted a request for a Conditional Use Permit Property to convert a single-family home to a duplex providing additional (needed) rentals. The entrance to the home will stay as is. There will be a foyer area inside the front door to include a shared laundry facility and two secured entries to the upper and lower units. There are currently two available parking spots in front of the home within the street side property lines which will be available for use by the two units. Current water, sewage and disposal is set for a 4 bedroom/1.5 bath single family home which could house up to 8 people. Once completed, the two units will consist of 3 bedrooms/ 2 baths limiting housing to 6 people. No additional outdoor storage will be provided and no signage is requested. The subject property is located at 7 Fillmore Street.

**FACTUAL INFORMATION**

1. The property is currently zoned R1 - Residential District.
2. The property comprises approximately 4,100 square feet ±.



3. The site was originally developed in 1895 as a house and has had many alterations to the structure which makes it a non-contributing structure.
4. The subject property has access from Fillmore Street.
5. The subject property is located within a very low density land use classification on the adopted Land Use Map.
6. The property is located outside of Flood Zone AE – Areas of 100 year flood and Flood Zone X – Areas of 500 year flood.
7. Adequate public facilities are available to serve the property.
8. The area is characterized by a mixture single family dwellings and multi-family dwellings.

#### STAFF DISCUSSION

The petitioner has submitted a request for a Conditional Use Permit for a Duplex and the city regulations allow Duplex in the R1 – Residential District with an approved Conditional Use Permit.

With no exterior alterations to convert the single family dwelling to a duplex an approved Conditional Use Permit could be reversed in the future relatively easy. With current housing demands in Deadwood the potential change would add an additional housing unit while being parking code compliant.

#### COMPLIANCE:

1. **The Zoning Officer provided notice identifying the applicant, describing the project and its location and giving the scheduled date of the public hearing in accordance with Section 10.10.B.**
2. **A sign was posted on the property for which the requests were filed.**
3. **Notice of the time and place was published in the designated newspaper of the City of Deadwood.**

#### GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS:

In reviewing any application under the authority of this chapter and as a further guide to its decision upon the facts of the case, the Commission(s) shall consider, among other things, the following facts:

- A. The proposed use shall be in harmony with the general purposes, goals, objectives, and standards to the City Policy Plan, the ordinance, the district in which it is located, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the City of Deadwood.

*The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Preserve the existing stock of historic structures by working with the individuals and guiding the uses is an acceptable means. Traffic and parking should not significantly affect the neighborhood. This area has a mixture of single family and multi-family dwellings.*

- B. Whether or not a community need exists for the proposed use at the proposed location in light of existing and proposed uses of a similar nature in the area and of the need to provide or maintain a proper mix of uses both within the city and also within the immediate area of the proposed use: (a) the proposed use in the proposed location shall not result in either a detrimental over concentration of a particular use from previously permitted uses within the city or within the immediate area of the proposed use.

*The subject area is zoned R1 - Residential District. The R1 – Residential District is intended to provide locations for low to medium density residential. Medium density residential is designed to provide apartment and multi-family dwellings as well as parks and recreation areas. There are various multi-family dwellings currently located in the Presidential Neighborhood.*

- C. The proposed use at the proposed location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites, or rights-of-way.

*The proposed use would not result in a substantial or undue adverse effect on adjacent property or the character of the neighborhood and the use would not alter the character of the neighborhood. There will be no change in the size of the dwelling. To support a denial of a conditional use permit on the grounds that it will cause increased traffic problems, there must be a high degree of probability that the increase would pose a substantial threat to the health and safety of the community.*

- D. Whether or not the proposed use increases the proliferation of non-conforming uses as well as previously approved Conditional Use Permits which are still in use, when influenced by matters pertaining to the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Policy Plan, this

ordinance, or any other plan, program, map or ordinance adopted, or under consideration pursuant to official notice, by the city or other governmental agency having jurisdiction to guide growth and development.

For any conditional use, lot and performance standards shall be the same as similar type uses located in specific districts. The character and use of buildings and structures adjoining or near the property mentioned in the application shall be considered in their entirety.

*The proposed use would not increase the proliferation of non-conforming uses. The subject residence is located in an area that has apartment buildings and single family dwellings. The appearance of the structure will not change; therefore, the character and use of the buildings and structures adjoining the subject property will not be adversely affected.*

- E. Whether or not the proposed use in the proposed area will be adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in this section.

*The proposed use will not cause significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation or other services. Existing services are available onsite.*

#### CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS:

- A. Following the issuance of a conditional use permit pursuant to the provisions of this ordinance, such permit may be amended, varied, or altered only pursuant to the standards and procedures established by this section for its original approval.
- B. The Board of Adjustment can revoke conditional use permits, once granted, for cause after a hearing is held before them. Complaints seeking the revocation of such permit shall be filed with the Zoning Administrator and may be initiated by the Planning and Zoning Commission OR any three (3) residents within three hundred (300) feet of the property lines of which the application has been filed. All such revocation hearings shall be conducted in the same manner as for the Conditional Use Permit application hearings.
- C. The Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and/or on an annual basis and place additional stipulations to mitigate a problem.
- D. If the use permitted under the terms of a Conditional Use Permit has not been started within six (6) months of the date of issuance thereof, said permit shall

Christine Mikla  
Request for CUP – Duplex  
April 2, 2018

expire and be canceled by the City Planning Department. Written notice thereof, shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new conditional use permit has been obtained.

- E. If the use permitted under the terms of a Conditional Use Permit, ceases, for whatever reason, for a period of twelve (12) months, said permit shall expire and be canceled by the City Planning Department. Written notice thereof, shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new conditional use permit has been obtained.

**ACTION REQUIRED FOR CONDITIONAL USE PERMIT:**

1. Approved with the condition the Residential Parking Zone has the parking spaces striped and the parking is signed by Planning and Zoning Commission

NOTE: Staff received four phone calls inquiring about the CUP and one letter concerning the CUP. (Attached) The street currently is signed that parking on the street requires a parking permit issued by the City.

2. Approval/Approval with conditions/Denial by Board of Adjustment

TO: Whom It May Concern  
FROM: Robert E. Nelson Jr., Zoning Administrator  
DATE: February 28, 2018

RE: Request for Conditional Use Permit for a Duplex

Notice is hereby given that Christine Mikla has submitted an application for a Conditional Use Permit for a Duplex. The subject property does not have off-street parking to accommodate the use, however Fillmore Street is part of a parking permit zone and the property has two parking spaces which meets the parking code. The property involved in the request is legally described as:

**PT of LOTS 1-2 & 3 BLK 63, Original Town, City of  
Deadwood, Lawrence County, South Dakota.**

ADDRESS: 7 Fillmore Street

ZONE: R1 - Residential District

The subject land is located in the R1 - Residential District which allows Duplexes under the Conditional Uses section 17.24.030 of the Zoning Ordinance. A map is attached and depicts the subject property.

Anyone interested in reviewing the application may do so during the Zoning Department's regular business hours. The Zoning Office is located at 108 Sherman Street at Deadwood City Hall. A Public Hearing is scheduled for Wednesday, March 21, 2018, at 5:05 p.m. in the Commission Chambers located at 102 Sherman Street.

The purpose of this mailed notice is to reasonably inform the surrounding property owners of the application for Conditional Use Permit and to inform you of the type of use being requested. Interested persons, desiring to present their views upon the said request, either in writing or verbally, will be given the opportunity to be heard at the above mentioned time and place.

If you have any questions, please do not hesitate to contact Bob Nelson Jr. at (605) 578-2082.

I, Michael Guilbert along with Susan Guilbert are the owners of 14 Harrison St, we are opposed to this conditional use permit because parking is now a problem with a single family dwelling. we give Chad and Natasha Fullen power of attorney to represent our views and their views concerning this permit request  
Michael J. Guilbert - 03-12-18

Natasha Guilbert Fuller  
14 Harrison St.  
Deadwood, SD 57732

Tuesday, March 20, 2018

City of Deadwood  
Planning and Zoning Commission  
Deadwood, SD

Re: 7 Fillmore St. Conditional Use Permit

Dear Deadwood P&Z Commissioners,

This letter is in regard to the Conditional Use Permit being considered at 7 Fillmore Street in Deadwood. The change in zoning would allow the current single-family residence to be turned into a residential duplex.

I am opposed to a Conditional Use Permit being granted at this particular property.

I currently reside in my childhood home, 14 Harrison St., where I live with my husband and young family. We rent the house from my parents (please note attached proxy). 7 Fillmore St. is adjacent to our home.

Fillmore Street has 4 single family residences on it. It has a total of 5 parking spots, all protected by Fillmore Street-specific parking permits. None of the residents on Fillmore Street own only 1 vehicle. Overflow vehicles end up in 2 places: Sherman St Parking Lot, or Van Buren Ave (not-parking permit protected). When the overflow parking ends up on Van Buren St., it tightens the Adams St/Van Buren Ave + Van Buren Ave/Fillmore St intersections and corridor considerably. The steep incline, snow removal in the winter and special events in the summer add to the ripple effect.

I understand that the new owner, Ms. Mikla, wants to maximize income on a new investment property. And I certainly believe in property rights. In this case, however, the addition of a duplex in this area just isn't a good fit. The direct and immediate consequence of her business expansion is that we, the neighbors, are negatively impacted.

I appreciate your time and consideration on this issue. I plan to attend the P&Z meeting on 3/21/17, and I'd be happy to answer any questions or address any concerns from your group.

Respectfully submitted,

Natasha Fuller

P.S. At the bottom of the attached letter is a penned proxy/power of attorney for me to represent my parents as a homeowner/resident in this manner. For convenience purposes, it reads: "I, Michael Guilbert along with Susan Guilbert are the owners of 14 Harrison St. We are opposed to this Conditional Use Permit because parking is now a problem with a single-family dwelling. We give Thad and Natasha Fuller Power of Attorney to represent our views and their views concerning this permit request." Michael J. Guilbert 3/12/18



