CITY OF DEADWOOD 102 SHERMAN STREET AGENDA

Regular Meeting 5:00 p.m. June 5, 2017

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 May 15, 2017
- 4. APPROVE BILLS
- 5. ITEMS FROM CITIZENS ON AGENDA
 - A. Moonrise Meadows Farmer's Market, requesting use of public space for market at corner of Deadwood and Siever Streets, pending proof of insurance
 - B. Deadwood History Inc. requests permission to serve beer and wine for the following events: June 29 for Party on the Patio at Historic Adams House Lawn from 7:00 p.m.-10:00 p.m., and September 8 for Deadwood History Big Thank You at Adams Museum from 5:00 p.m.-7:00 p.m.
 - C. Paul Thomson, Lawrence County Emergency Management, Annual Elected Officials Briefing
 - D. Barb Cline, Prairie Hills Transit, to request additional funding for 2017 budget
 - E. Sylvia from Tatanka, requesting trolley service to their location
 - F. Joy McCracken to request that city purchase Neighborworks owned property at Calamity Lane for \$50,000.00.

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 Officer to pay \$6,000.00 to Lead Area Chamber of Commerce for July 4 fireworks from Bed and Booze Fund (budgeted)
- B. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Neil Wicks & Cleo Maynard-Wicks
- C. Accept resignation from Rec Center employee Philip Madsen effective May 24, 2017.
- D. Remove Zac Mau from the Parks Dept. payroll and request permission to hire Elizabeth Carbo and Ellen Voegeli as gardeners in the Parks Dept. at \$8.93 hr. effective June 7, 2017.
- E. Allow use of public property during picnic until 8:30 p.m. at the Event Complex on September 23 for Black Hills Veterans March and Marathon. Deposit has been received.

- F. Renew 2017-2018 Malt Beverage Licenses for Naked Winery and The Midway
- G. Permission to hire Jacob Schlinkert for part time front desk position at Rec Center at rate of \$8.93 per hour pending pre-employment screening
- H. Permission to issue up to 200 discounted trolley passes for Cowboy Fast Draw during Wild Bill Days at \$10.00 for three days.
- I. Permission to contract with Robb Campbell to produce ten oral histories in the amount of \$6,750.00. This is a budgeted item to be paid from Archives department. If approved, permission for Mayor to sign contract.
- J. Permission to contract with Rogers Construction to paint all fences around arena at Event Center/Rodeo Grounds in the amount of \$3,500.00, to be paid from Parks Budget.
- K. Permission for Mayor to sign contract between City of Deadwood and Quality Services in the amount of \$49,860.00 for artifact curation (approved by City Commission on April 17, 2017)
- L. Allow Lead-Deadwood Regional Hospital Foundation to hang pink bunting on some Main Street light poles for Days of 76 parade in conjunction with Tough Enough to Wear Pink Day.
- M. Permission for Mayor to sign contract with Complete Concrete Inc. in the amount of \$81,500.00 for retaining wall at 53 Taylor (approved by City Commission on May 15, 2017)

7. BID ITEMS

A. Set bid opening on June 29 at 2:00 p.m. to trade in 2008 7.3 cu. yd. volumetric street sweeper for 2017 2.4 cu. yd. volumetric sweeper. Results will be provided to Commission on Monday, July 3

8. PUBLIC HEARINGS

- A. Set public hearing on June 19 for Retail (on-off sale) Malt Beverage and Retail (on-off sale) Wine Licenses for Deadwood Chamber at 501 Main St.
- B. Set public hearing on June 19 for Camaro Rally: Main Street parking on June 23
- C. Set public hearing on June 19 for Cannonball Run: street closure September 8, use of portions of Interpretive Lot September 6 through September 8

9. OLD BUSINESS

A. Resolution 2017-12 to Adopt Conflict of Interest for Elected and Appointed Officials (continued from May 15)

10. NEW BUSINESS

- A. Renew Wellmark health insurance for employees from August 1, 2017 to July 31, 2018 at 1.67% premium reduction. Allow Mayor to sign all associated documents.
- B. Appointments to Historic Preservation Commission
- C. Northern Hills Alliance for Children requesting use of public property and waiver of fees for Zombie Run on Sunday September 24, 2017.
- D. Mickelson Trail Trek requesting use of Sherman Street parking lot, use of Rec Center, use of trolley, waiver of trolley group fee from 9:30 a.m. to 2:00 p.m. on Sunday September 17, 2017
- E. At recommendation of committee, allow Mayor to sign contract with ACES for engineering services in conjunction with Utility Improvement

- Project at Lower Main Street in the amount of \$49,970.00, scheduled for 2018.
- F. Approve amended Event Center Complex Agreement regarding parking as recommended by Safety Committee.
- G. Approve Phase III for Wayfinding project in the amount of \$34,965.00 to be paid from Historic Preservation Capital Assets
- H. Permission to waive 45 day requirement for submission of special event and allow motorcycle parking on Main Street (southwest side only) from Saloon #10 to Bullock Hotel from 6:00 p.m. to 8:00 p.m. on June 11 for Bev's Boys Poker Run
- I. Approve Change Order # 11 for Lower Main Welcome Center Project in the amount of \$6,604.00 bringing total contract to \$6,514,421.99.

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

The Regular Session of the Deadwood City Commission convened on May 1, 2017 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Turbiville called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners David Ruth Jr., Mark Speirs, Charlie Struble, and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Speirs moved, Struble seconded to approve the minutes of May 1, 2017. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Todd moved, Ruth seconded to approve the May 15, 2017 disbursement plus additional bill. Roll Call: Aye-All. Motion carried.

A & J SUPPLY	SUPPLIES	33.99
ADAMS SALVAGE ALBERTSON ENGINEERING	SERVICE PROJECT	23.92 4,408.22
AMAZON	SERVICE	183.54
ANTIQUE EMPORIUM	KEY	28.76
ATCO INTERNATIONAL	SUPPLIES	859.92
AVENET	GOVOFFICE	500.00
B&B AUTO SALVAGE	REPAIR	1,000.00
B.S. REMODELING BH CHEMICAL	PROJECT SUPPLIES	1,632.00 59.72
BH PIONEER	ADS	1,218.00
BH URGENT CARE	TESTING	120.00
BH WINDOW CLEANING	CLEANING	374.00
CAI CONSTRUCTION	PROJECT	27,808.02
CHAINSAW CENTER COCA COLA	SUPPLIES	207.29
CULLIGAN	SUPPLIES SUPPLIES	134.00 310.50
CZECH HERITAGE PRESERVATION	GRANT	5,500.00
DAK GENERATOR	SUPPLIES	15.74
DALES TIRE	SUPPLIES	204.00
DEADWOOD ELECTRIC	SERVICE	955.47
DVFD EAGLE ENTERPRISES	REIMBURSEMENT SUPPLIES	225.00 1,713.80
EASTMAN, JOANN	ARBOR DAY	493.99
ECOLAB	SERVICE	90.00
EDDIE'S TRUCK CENTER	REPAIR	10,439.83
EMERY-PRATT	BOOKS	197.29
FARRIER, MARIE FASTENAL	MEETINGS	75.00
FIRST INTERSTATE BANK	SUPPLIES TIF	13.98 245,000.32
GOLDEN WEST	SERVICE	3,769.30
GOVERNMENT FINANCE OFFICER	MEMBERSHIP	160.00
GRIMM'S PUMP	SUPPLIES	195.96
GUNDERSON, PALMER, NELSON	SERVICE	6,361.68
HAMANN, ALEX	REIMBURSEMENT	14.02
HAWKINS HILLS MATERIALS	SUPPLIES SUPPLIES	504.20 147.62
INTERSTATE BATTERY	BATTERIES	19.00
INTERSTATE ENGINEERING	SURVEY	5,731.40
JENNER EQUIPMENT	SUPPLIES	342.30
KLJ	PROJECT	2,956.00
KDSJ KIMBALL MIDWEST	ADS SUPPLIES	260.00 295.60
KOKINOS CONSTRUCTION	PROJECT	21,446,16
KONE	MAINTENANCE	290.08
KUBOTA TRACTOR	RTV	17,321.16
LAWRENCE CO. REGISTER	GIS	6,989.17
LAWSON PRODUCTS	SUPPLIES	696.73
LEAD-DEADWOOD SANITARY LIBERTY NATIONAL BANK	USAGE TIF	27,176.23 68,548.55
LIFE SONG	MEMORIAL	375.00
LYNN'S	SUPPLIES	56.38
M&M SANITATION	RENTAL	220.00
MCGRATH, RHONDA	REIMBURSEMENT	74.99
MID-AMERICAN RESEARCH MIDCONTINENT	SUPPLIES SERVICE	322.29
MIDWEST TAPE	DVDS	65.00 204.91
MITZI'S BOOKS	BOOKS	82.34
MS MAIL	SERVICE	966.89
NORTHERN HILLS TECHNOLOGY	SERVICE	604.00
NORTHWEST PIPE FITTINGS	SUPPLIES	534.88
OWENS INTERSTATE SALES PARTSMASTER	SUPPLIES SUPPLIES	489.30 211.75
PARISMASIER PASSPORT PARKING	METERS	73.25
PETTY CASH	FINANCE	133.44
REUPPEL CONSULTING	PROJECT	650.00
ROCKINGTREE LANDSCAPES	TREE	209.00
SCHMIDT, CHRIS	PROJECT	2,026.00
SD ASSN. OF RURAL WATER SD COMMISSION ON GAMING	EXPO CITY SLOTS	80.00 27,443.20
SD COMMISSION ON GAMING SD DEPT. OF CORRECTIONS	FIREWISE	2,145.20
SD DEPT. OF REVENUE	RENEWALS	6,912.50
SD ONE CALL	SERVICE	36.96
SD STATE HISTORICAL	MEMBERSHIP	90.00
SHAMA, LARRY AND MARCI	REIMBURSEMENT	8,939.34
SIRCHIE SOCIETY FOR HUMAN RESOURCE	BAGS RENEWAL	293.85 199,00
COSTELL FOR HOUSE PROCERVE	I/DMDMUT	199,00

SOUTHSIDE OIL	DIESEL	10,340.00
STURDEVANT'S	SUPPLIES	801.69
TALLGRASS	PROJECT	550.00
TEMPERATURE TECHNOLOGY	SUPPLIES	489.48
THE LORD'S CUPBOARD	RECYCLING	50.05
TIFFIN METAL PRODUCTS	LOCKERS	3,778.00
TREWHELLA, MISTY	REIMBURSEMENT	82.31
TURBIVILLE, CHARLES	MILEAGE	52.92
TWILIGHT	SUPPLIES	257.49
VAST	SERVICE	172.62
VERIZON WIRELESS	METERS	40.01
VIEHAUSER ENTERPRISES	SERVICE	54.98
WASTE CONNECTIONS	DUMPSTER	5,576.14

TOTAL \$542,736.62

ITEMS FROM CITIZENS ON AGENDA

Award (Informational Item)

Mayor Turbiville stated SD Dept. of Environment and Natural Resources awards City of Deadwood with Secretary's Award for Drinking Water Excellence. He presented awards to Ken Allen, Randy Pfarr and Lance Sandidge.

Award

Fire Chief Rakow presented certificate to Ken Hawki for 45 years of service as volunteer firefighter. Commission thanked him for his years of service.

Engagement

Al Schaefer, Department of Legislative Audit, appeared to request permission for the Mayor and Finance Officer to sign the engagement letter for the 2016 audit. Schaefer invited the Commissioners to visit with Legislative Audit regarding any concerns. Speirs moved, Ruth seconded said request. Roll Call: Aye-All. Motion carried.

Trolley

Shantel Pettit, Deadwood History Inc., requested permission to use trolley and waive group fee on July 20 for Camp Chief Eagle. Ruth moved, Speirs seconded to approve the request. Roll Call: Aye-All. Motion carried.

Meters

Sharon Martinisko requested the Commission consider eliminating seven parking spots and meters by Deadwood Arch on Lower Main Street due to safety and visibility concerns. Martinisko believes these parking spots are betraying Rogers Brooks idea of welcoming people to Deadwood. She suggested the Rec Center use the meters, providing the members a pass for the meter. Commissioner Todd questioned why other citizens have not addressed this issue as well. Commissioner Ruth stated the City needs to be concerned about public safety, not only the narrowness of the road but also an increase in the number of visitors taking pictures. After discussion concerning revenue, safety and opening of Welcome Center, Todd moved, Speirs seconded to continue this issue until July 3. Roll Call: Aye-All. Motion carried.

Trolley

Mike Rodman, requested permission to use trolley and waive group fee on June 7, 2017 for installation ceremony of Masonic Celestial Lodge marker and interpretive panel at Mt. Moriah. Todd moved, Struble seconded to approve the request. Roll Call: Aye-All. Motion carried.

CONSENT

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

- A. Acknowledge ACH interest payment and paying agent fee on Sales Tax Bond in the amount of \$84,300.00 on May 31, 2017
- B. Permission to hire the following seasonal parks department employees effective May 22, 2017: Riley Lundquist at \$9.20 hr., Caleb Percy at \$8.93 hr., Colt Radensleben at \$9.42 hr., McKayla Norton at \$8.93 hr., Kadden Dillman at \$8.93 hr., Jacob Beyer at \$8.93 hr., and Kristi LaQua at \$8.93 hr. Permission to hire Loretta Klein for Mt. Moriah at \$8.93 hr. effective May 16, 2017, Zak Mau at \$8.93 hr., and remove Mt. Moriah employee Lori Allen
- C. Renew annual managed IT services with Golden West at total cost of \$6,420.00 for servers and routers. Budgeted and no cost increase from prior year

- D. Approve the following revised job descriptions: for Trolley manager to add Facilities Manager duties, job descriptions for Trolley Department Assistant, Trolley Department Weekend Assistant position and Public Buildings Maintenance Technician
- E. Advertise Public Building Maintenance Technician position in house for five days, then advertise to outside sources if necessary
- F. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Devon Schumacher, Dustin Schumacher, Kristy Schumacher, Kamryn Schumacher, Lee Ann Paananen, Wayne Paananen and Peggy Bailey
- G. Increase wage of Trolley Drive Tom Riley from \$11.08 hr. to \$12.18 hr. effective May 24, 2017 after two years of service and terminate employment of Trolley Driver Art Reato effective May 9, 2017
- H. Acknowledge receipt of Department of Justice Equitable Sharing proceeds in the amount of \$3,198.94. Proceeds to be used for law enforcement purchases per Agreement signed April 21, 2014

BID ITEMS

Retaining Wall

Mayor Turbiville stated five bids were opened for retaining wall at 53 Taylor at 2:00 p.m. on May 11 as advertised. Bid bonds and acknowledge of Addendum 1 were included in the following bid submittals:

CAI2 Construction - \$148,500.00 Complete Contracting Solutions - \$81,500.00 RCS Construction - \$115,780.00 Tru-Form Construction - \$114,000.00 Rogers Construction - \$112,580.00

Historic Preservation Officer Kuchenbecker recommended Commission award bid to low bidder. Ruth moved, Speirs seconded to award to low bidder, Complete Contracting Solutions in the amount of \$81,500.00. Roll Call: Aye-All. Motion carried.

Grandstands Repair

Mayor Turbiville stated two bids were opened for Days of 76 Grandstand repairs at 2:00 p.m. on May 15 as advertised. Bid bonds were included in the following bid submittals:

Albright Construction – Base Amount \$54,500.00, Alternate \$110,000.00 Rogers Construction - Base Amount \$148,500.00

Public Works Director Green stated the alternate was replacement of the ramp access. Green recommended Commission award base bid to low bidder. Todd moved, Struble seconded to award to low base bidder, Albright Construction in the amount of \$54,500.00 and allow Mayor to sign contract after attorney has prepared. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Legends Ride

Public hearing was opened at 5:31 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber, was available to answer questions. Hearing closed.

Speirs moved, Ruth seconded to allow street closure on Main Street from Pine to Deadwood Street from 9:00 a.m. to 3:30 p.m. for Legends Ride, and waiver of banner fees for directional signage on Monday August 7, 2017. Roll Call: Aye-All. Motion carried.

Jan Van Tassel voiced concerns concerning hospitality within the City of Deadwood.

Motorcycle Parking

Public hearing was opened at 5:34 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber of Commerce, was present to answer any questions. Hearing closed.

Ruth moved Speirs seconded to allow the use of the Interpretive Lot for motorcycle parking Sunday, August 6 through Sunday, August 13 from 10:00 a.m. to 2:00 a.m. daily, and allow motorcycle parking on Main Street from Franklin Hotel to Tin Lizzie Gaming Resort, northwest side only Sunday, July 30 through Sunday, August 13, 2017 from 10:00 a.m. to 2:00 a.m. daily. Roll Call: Aye-All. Motion carried.

Steer Roping

Public hearing was opened at 5:35 p.m. by Mayor Turbiville. Pat Roberts was present to answer any questions. Hearing closed.

Speirs moved, Ruth seconded to allow the relaxation of the open container and special full temporary liquor license at the Event Complex on Friday, August 18, 2017. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to allow the relaxation of the open container and special full temporary liquor license at the Event Complex on Saturday August 19, 2017. Roll Call: Aye-All. Motion carried.

Speirs moved, Struble seconded to allow the relaxation of the open container and special full temporary liquor license at the Event Complex on Sunday August 20, 2017. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to allow the relaxation of the open container and special full temporary liquor license at the Event Complex on Monday, August 21, 2017. Roll Call: Aye-All. Motion carried.

Speirs moved, Struble seconded to approve the use of the Event Complex and waiver of vending fee August 18 through August 21, 2017. Roll Call: Aye-All. Motion carried.

July 4 Parade

Public hearing was opened at 5:37 p.m. by Mayor Turbiville. There being no public comment, hearing closed. Speirs moved, Ruth seconded to approve the street closure request for the July 4th parade on Main Street from Tin Lizzie Gaming Resort to the Masonic Temple from 3:00 p.m. until the parade ends on Tuesday, July 4, 2017. Roll Call: Aye-All. Motion carried.

Deadwood Jam

Public hearing was opened at 5:38 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber, was present to answer any questions. Hearing closed.

Speirs moved, Struble seconded to waive the open container ordinance in Interpretive Center only from 4:00 p.m. to 10:00 p.m. on Friday, September 15, 2017. Roll Call: Aye-All. Motion carried.

Speirs moved, Struble seconded to waive the open container ordinance in Interpretive Center only from noon to 10:00 p.m. on Saturday, September 16, 2017. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to approve street closures on Siever Street and Deadwood Street at noon on Thursday September 14 through 12:00 a.m. on Sunday September 17, waiver of vending and banner fees on Friday September 15 and Saturday September 16, and allow use of the Interpretive Lot at 10:00 a.m. on Thursday September 14 through 3:00 p.m. on Sunday September 17, 2017. Roll Call: Aye-All. Motion carried.

NEWBUSINESS

Renewals

Ruth moved, Speirs seconded to renew 2017-2018 Malt Beverage Licenses pending payment of property tax and BID taxes. Roll Call: Aye-All. Motion carried.

PACKAGE (OFF-SALE) MALT BEVERAGE

Big D Oil Co., Bid D., 402 Main St., PB-1621

RETAIL (ON-OFF SALE) MALT BEVERAGE

Vaughn Mary Boyd, Deadwood Tobacco Co. & Cigar Bar, 628 Main St., RB-2108

Gold Dust Lodging Group, LLC, Holiday inn Express Hotel & Suites 22 Lee St., RB-2391

Mustang Sally's Inc., Mustang Sally's, 634 Main St., RB-2405

DGS LLC, Deadwood Gulch Saloon, 560 Main St, RB-2416

Black Diamond Capital LLC, Gold Dust, 688 Main St., RB-2418,

Bullock Hospitality LLC, Bullock Hotel, 633 Main St., RB-2445

BRI, Inc., Best Western Hickok House, 137 Charles St., RB-2447

Mary Larson, Deadwood Dicks Restaurant, 51 Sherman St., RB-2449

Princeton Inc., Deadwood Super 8 / Lucky 8 Gaming, 196 Cliff St., RB-2450

Willys Wild West, Deadwood Station, 68 Main St., RB-2453

Midnight Star Enterprises, LP, Midnight Star I & II, 677 Main St., RB-2454

Blue Sky Gaming, Inc., Tin Lizzie Gaming Resort, 555 Main St., RB-2463

Old Style Saloon #10, Inc., Saloon #10, 657 Main St., RB-2466

Super G Investment Corporation, Silverado, 709 Main St., RB-2512

WWW LLC, Gold Country Inn, 801 Main St., RB-2521

TJ Gear, Madame Peacock's Accessory Lounge, 638 Main St., RB-2527

Midwest Motels of Deadwood II, Buffalo Bodega, 658 Main St., RB-2576

First Gold, Inc., First Gold Hotel, 270 Main St., RB-2584

GR Deadwood LLC, Mineral Palace Hotel & Gaming, 607 Main St., RB-2593

Fairmont Hotel Corporation, Fairmont Hotel, 628 Main St., RB-2597

Deadwood Hospitality Resort LLC, Deadwood Gulch Resort, 304 Cliff St., RB-2609

Blue Sky Gaming Inc., Tin Lizzie Gaming Resort, 555 Main St., RB-2644

Hotel Franklin Inc., Historic Franklin Hotel, 700 Main St., RB-2659

Blue Sky Gaming, Inc., Tin Lizzie Gaming Resort, 555 Main St., RB-2831

Gulches LLC, Comfort Inn Gulches of Fun, 225 Cliff St., RB-3536,

Rolling Hills Farm Investment LLC, Celebrity Hotel, 629 Main St., RB-3722

B.Y. Development, Inc., Cadillac Jack's Gaming Resort, 360 Main St., RB-3894

Deadwood Resort, LLC, The Lodge at Deadwood, 100 Pine Crest Lane, RB-19227

Deadwood History Inc., Adams Museum & House Inc., 150 Sherman St., RB-19328

Deadwood History Inc., Days of '76 Museum, 1876 Drive, RB-20301

Dakota Gunslingers LLC, Dakota Gunslingers, 669 Main St., RB-21255

Tentexkota, LLC, Deadwood Mountain Grand, 1906 Deadwood Mountain Drive, RB-21329

Broken Arrow Trading Company, Deadwood Winery, 696 Main St, RB-21478

NMD Venture LLC, Hickok's Hotel & Casino, 685 Main St, RB-21688

Apex 1996 LLC, Apex 1996 LLC, 612 Main St, RB-21693

Pandora's Box, Pam's Purple Door, 637 Main St, RB-21725

Jackson Winery & Vineyards, Belle Joli Winery, 594 Main St, RB-21771

Richard & Marguerite Olesen, Wild Bill Old West Trading Post, 624 Main St, RB-21772

Kodiaks Inc., Kodiaks Arcade Shooting Gallery, 83 Sherman St, RB-21853

Apple Teaching Resources for Effective Education, Harry's Spaghetti Western,

65 Sherman St, RB-23146

RETAIL (ON-OFF SALE) MALT BEVERAGE AND SD FARM WINE

Deadwood Land Holding, LLC, Tatanka, Story of the Bison, 100 Tatanka Drive, BW-20586 Apple Teaching Resources for Effective Education, Pump House at Mind Blown Studio, 73 Sherman St., BW-20797

Boondocks LLC, Happy Days, 639 Main St., BW-21880

PACKAGE (OFF SALE) MALT BEVERAGE AND SD FARM WINE

Optima LLC, SpringHill Suites by Marriott, 360 Main St., PF-20925

Virginia Tice-Poseley, Dakota Sky Stone, 671 Main St., PF-21118

Shirttail Gulch Stage Stop, Canyon View Amish Furniture & Gift, 250 US

Highway 14A, RB-23169

Resolution 2017-12

Speirs moved, Ruth seconded to continue Resolution 2017-12 to Adopt Conflict of Interest for Elected and Appointed Officials until next meeting. Roll Call: Aye-All. Motion carried.

Bids

Todd moved, Struble seconded to set bid opening at 2:00 p.m. on June 15 for Sherman Street parking lot repairs, with results to City Commission on June 19. Repairs to be paid from Parking and Transportation Fund. Roll Call: Aye-All. Motion carried.

Bids

Ruth moved, Speirs seconded to set bid opening at 2:00 p.m. on June 15 for Raymond Street Improvements, with results to City Commission on June 19. Project to be paid from Historic Preservation Capital Assets. Roll Call: Aye-All. Motion carried.

Request

Struble moved, Ruth seconded to approve the recommendation from Engineering Services Proposal Committee to negotiate professional services contract with Affordable Creative Engineering Services Inc. for Highway 14A Utilities and Corridor Improvements Project. Public Works Director Green stated this project will be a joint project with South Dakota Department of Transportation. Roll Call: Aye-All. Motion carried.

Purchase

Speirs moved, Struble seconded to purchase janitorial equipment for Welcome Center in an amount not to exceed \$7,000.00. Expenditure will be paid from Capital Project Fund. Roll Call: Aye-All. Motion carried.

Proposal

Ruth moved, Speirs seconded to accept proposal from S and C Cleaners for janitorial service at Deadwood Welcome Center at \$1,740.00 per month and direct City Attorney to prepare contract. Commissioner Todd questioned window cleaning. Transportation and Facilities Director Kruzel replied Black Hills Window Cleaning will be providing a quote. Roll Call: Aye-All. Motion carried.

Pavilion

Speirs moved, Struble seconded to allow Automotive Events to use Deadwood Pavilion from July 5th to July 15 and waive fees. Mayor Turbiville stated Automotive Events would use the building to store 25 vehicles, to allow the vehicles to be detailed and unveiling. Roll Call: Aye-All. Motion carried.

<u>Increase</u>

Speirs moved, Ruth seconded to approve cost increase of \$7,324.28 for extending bathroom and mechanical room walls to ceiling at the Pluma Gateway project. Roll Call: Aye-All. Motion carried.

Surplus

Speirs moved, Todd seconded to declare two parcels of land as surplus property. Lot 107A of Block 71 is currently being used as driveway for 31 Charles and is .125 acres, and Lot 107B of Block 71 is located in rear of vacant lot adjacent to 31 Charles and is .139 acres. Roll Call: Aye-All. Motion carried.

<u>Appoint</u>

Speirs moved, Ruth seconded to appoint Tom Kruzel, Lori Frederick, and Lyman Toews to Capital Improvement Leadership Committee prior to committee budget meetings. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Resident Mr. Schmitz thanked the City of Deadwood staff for making the city a great place to live.

Mayor Turbiville read the following informational items:

- Engineering selection committee recommends that Commission continue utilizing services of Albertson Engineering. No further action needed since contract has been signed in an amount not to exceed \$60,000.00 for 2017.
- Lead, Deadwood and Central City Clean Up Week scheduled on May 15-May 20, 2017

Mayor Turbiville mentioned two seats on the Historic Preservation Committee are open and anyone interested please send a letter to the city

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

ADJOURNMENT

Todd moved, Speirs seconded to adjourn the regular session at 6:05 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2 (1) with possible action. The next regular meeting will be on Monday June 5, 2017.

After coming out of executive session at 7:00 p.m., Struble moved, Todd second to adjourn.

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PAGE: 1

PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. (=======================================
		I-053117	101-3000-202	LIQUOR LICENS	MALT BEV LICMIDWAY, NAKED W	IN 000000	300.00
01-3309	THE LORD'S	S CUPBOARD					
		I-051617	101-3000-699	MISC REVENUE	RECYCLING PROCEEDS	000000	77.10
					NOTO IN THE COLUMN	000000	77.18
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	377.18
01-0130	TURBIVILLE	, CHARLES					
		I-052517	101-4111-427	TRAVEL	TRAVEL REIMBSMAYORS MTG.	000000	88.20
01-0361	SD PUBLIC	ASSURANCE ALL					
02 0501	OD LOBBIC	I-24599	101-4111-421	INSURANCE	E/15 0/1/17 MPLCOME CENTER		
			241 411 321	INSURANCE	5/15 - 9/1/17 - WELCOME CENTE	SR 000000	1,083.62
01-4161	PIENI KIRK	KKO					
		I-051517	101-4111-426	SUPPLIES	KEY TO CITY, DISPLAY BOX	000000	45.00
				DEPARTMENT 1	11 COMMISSION	TOTAL:	1,216.82
01-0433	WELLMARK B	LUE CROSS BLU					
		I-06/01/17	101-4142-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	S 000000	1,426.43
01-0600	TRIPLE K T	IRE & REPAIR					
		I-1-48480	101-4142-422	PROFESSIONAL	RMV SNOW TIRES-FOCUS/FINANC	000000	40.00
						00000	40.00
01-1171	A & B BUSI	NESS SOLUTION					
		I-IN399603	101-4142-422	PROFESSIONAL	COPIER CONTRACT - FINANCE	000000	83.56
				DEPARTMENT 1	42 FINANCE	TOTAL:	1,549.99
01-0213	TRUGREEN C	HEM-LAWN				-	
		I-64217731	101-4192-422-02	PROFESSIONAL	LAWN SRVC/ADAMS MUSEUM	000000	41.97
01-0429	BLACK HILLS	S ENERGY					
		I-POWER 05-30-17	101-4192-428	UTILITIES	WPLCOMP CICN HOURD WATER	200000	
		I-POWER 05-30-17	101-4192-428	UTILITIES	WELCOME SIGN UPPER MAIN WELCOME SIGN BOULDER CANYON	000000	22.15
		I-POWER 05-30-17	101-4192-428		WELCOME SIGN JCT HWY 385 & CL.	000000	23.49
		I-POWER 05-30-17	101-4192-428	UTILITIES	WELCOME SIGN DEADWOOD HILL		13.72
		I-POWER 05-30-17	101-4192-428	UTILITIES		000000	21.52
		I-POWER 05-30-17	101-4192-428	UTILITIES	1 MILLER STREET	000000	16.89
		I-POWER 05-30-17	101-4192-428	UTILITIES	SAMPSON STREET PUMP	000000	18,55
		I-POWER 05-30-17	101-4192-428		PRESSURE REG STATION	000000	95.54
		I-POWER 05-30-17	101-4192-428		GAYVILLE PUMP	000000	12.00
		I-POWER 05-30-17			MCKINLEY STREET TRAFFIC LIGHTS		67.89
		I-POWER 05-30-17	101-4192-428		WELLHOUSE OAKRIDGE CEMETERY	000000	113.09
		I-POWER 05-30-17	101-4192-428-13	UTILITIES - R		000000	7,189.12
		1-EOMER 09-30-1/	101-4192-428	UTILITIES	610 BRAODWAY STREET	000000	104.71

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PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS I	ENERGY continue	ed			
		I-POWER 05-30-17	101-4192-428-07	UTILITIES - F FIRE HALL	000000	549.69
		I-POWER 05-30-17	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN STREET	000000	10.57
		I-POWER 05-30-17	101-4192-428	UTILITIES SHERMAN PINE ST TRAFFIC SIGNAL	000000	51.44
		I-POWER 05-30-17	101-4192-428-19	UTILITIES - G 418 CLIFF STREET	000000	71.78
		I-POWER 05-30-17	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT STREET	000000	453.53
		I-POWER 05-30-17	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	218.98
		I-POWER 05-30-17	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES STREET	000000	14.59
		I-POWER 05-30-17	101-4192-428	UTILITIES PUMP 119 DENVER AVENUE	000000	865.58
		I-POWER 05-30-17	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE 23 DWD	000000	148.57
		I-POWER 05-30-17	101-4192-428-05	UTILITIES - C 110 TIMMS LANE COLD STORAGE	000000	50.56
		I-POWER 05-30-17	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	523.18
		I-POWER 05-30-17	101-4192-428	UTILITIES SHERMAN ST TRAFFIC LIGHTS	000000	68,98
		I-POWER 05-30-17	101-4192-428	UTILITIES 102 WATER TANK LANE	000000	12.00
		I-POWER 05-30-17	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	229.47
		I-POWER 05-30-17	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	103.94
		I-POWER 05-30-17	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	65.39
		I-POWER 05-30-17	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET	000000	89.42
		I-POWER 05-30-17	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET	000000	2,339.48
		I-POWER 05-30-17	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	678.45
		I-POWER 05-30-17	101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	28.76
		I-POWER 05-30-17	101-4192-428	UTILITIES CUTTING MINE 30 DWD GULCH	000000	
		I-POWER 05-30-17	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	17.80
		I-POWER 05-30-17	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	473.55
		I-POWER 05-30-17	101-4192-428	UTILITIES TICKET BOOTH/BATHROOM MTMOR		31.38
		I-POWER 05-30-17	101-4192-428	UTILITIES 301 CLIFF STREET	000000	121.60
		I-POWER 05-30-17	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	1,115.48
		I-POWER 05-30-17	101-4192-428-01	UTILITES - AD ADAMS HOUSE	000000	80.76
		I-POWER 05-30-17	101-4192-428-08	UTILITES - HI INTERPRETIVE CENTER	000000	522.60
		I-POWER 05-30-17	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	1,026.94
		I-POWER 05-30-17	101-4192-428	UTILITIES 5 SIEVER STREET	000000	293.53
		I-POWER 05-30-17	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	553.67
		I-POWER 05-30-17	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	275.63
		I-POWER 05-30-17	101-4192-428		000000	385.82
		I-POWER 05-30-17	101-4192-428			179.44
		I-POWER 05-30-17	101-4192-428-12		000000	21.79
		I-POWER 05-30-17	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	644.00
		I-POWER 05-30-17	101-4192-428	UTILITIES - P 767 MAIN STREET	000000	10.57
		I-POWER 05-30-17	101-4192-428	UTILITIES TRAFFIC SIGNALS/PRK LOT BLDG	000000	170.15
		I-POWER 05-30-17	101-4192-428	UTILITIES PRESSURE REDUCTION STN	000000	76.83
		I-POWER 05-30-17	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER STR	000000	22.89
		I-POWER 05-30-17		UTILITIES FLAG 2 MT MORIAH DRIVE	000000	45.17
		I-POWER 05-30-17	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	733.62
		I-POWER 05-30-17	101-4192-428	UTILITIES SPEED SIGN MCKINLEY STREET	000000	12.50
		I-POWER 05-30-17	101-4192-428	UTILITIES WILD BILL STATUE LIGHT	000000	12.00
		I-POWER 05-30-17	101-4192-428-06		000000	16.93
		I-POWER 05-30-17	101-4192-428	Inner town	000000	3,954.52
			101-4192-428-01		000000	140.59
		I-POWER 05-30-17	101-4192-428-07		000000	13.72
	-	I-POWER 05-30-17	101-4192-428-21	UTILITIES - W SVC CHG 501 MAIN STREET	000000	20.00

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PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLU			=======================================	*******	=======================================
		I-06/01/17	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	3 000000	1,179.92
01-0551	MENARD'S					
		I-26337	101-4192-425-03	REPAIRS - BAL 2 DOOR WALL CABINET/BALLPARK	000000	186.37
01-0553	MONTANA DAKO	TA UTILITIE				
		I-GAS 05-23-17 A HOU	101-4192-428-01	UTILITES - AD NATURAL GAS 4/21-5/22/17 AHOUS	000000	166.74
		I-GAS 05-23-17 ADMUS	101-4192-428-02	UTILITIES - A NATURAL GAS 4/21-5/22/17 AD MU		180.53
		I-GAS 05-23-17 CITY	101-4192-428-04	UTILITIES - C NATURAL GAS 4/21-5/22/17 CITY		254,38
		I-GAS 05-23-17 FIRE	101-4192-428-07	UTILITIES - F NATURAL GAS 4/21-5/22/17 FIRE		268.15
		I-GAS 05-23-17 GATEW	101-4192-428-19	UTILITIES - G NATURAL GAS 4/21-5/22/17 GATEW		39.88
		I-GAS 05-23-17 GAYVI	101-4192-428	UTILITIES NATURAL GAS 4/21-5/22/17 GAYVI		24.50
		I-GAS 05-23-17 HISTO	101-4192-428-08	UTILITES - HI NATURAL GAS 4/21-5/22/17 HISTO		65.34
		I-GAS 05-23-17 PARKS	101-4192-428-11	UTILITIES - P NATURAL GAS 4/21-5/22/17 PARKS		89.18
		I-GAS 05-23-17 PAVIL	101-4192-428-12	UTILITIES - P NATURAL GAS 4/21-5/22/17 PAVIL		607.67
		I-GAS 05-23-17 REC	101-4192-428-13	UTILITIES - R NATURAL GAS 4/21-5/22/17 REC	000000	3,123.15
		I-GAS 05-23-17 STRTS	101-4192-428-14	UTILITIES - S NATURAL GAS 4/21-5/22/17 STRTS		201.68
		I-GAS 05-23-17 TROLL	101-4192-428-15	UTILITIES - T NATURAL GAS 4/20-5/22/17 TROLL		180.38
		I-GAS 05-23-17 WELCO	101-4192-428-21	UTILITIES - W NATURAL GAS 5/18-5/22/17 WELCO		81.23
					00000	01.23
01-0578	TWIN CITY HAR	RDWARE & LU				
		I-A332553	101-4192-425-04	REPAIRS - CIT (2) SHT TURN BI-PIN SOCKET/CIT	000000	4.98
		I-A332805	101-4192-425-10	REPAIRS - LIB STAIN & FINISH-FOAM BRUSH/LIBR		9.78
		I-A332971	101-4192-426-13	SUPPLIES - RE (5) CONCENTRATED BLEACH/REC	000000	14.45
		I-A333213	101-4192-425-15	REPAIRS - TRO 3 PK 1/2 " EMT STRAP/TROLLEY	000000	0.99
		I-A333299	101-4192-425-08	REPAIRS - HIS PRECISION BIT-SQUEEGEE/HIST	000000	32.76
		I-A333768	101-4192-426-13	SUPPLIES - RE BOX SHISEL DRY ERASE BLK/REC	000000	21,98
		I-A334285	101-4192-425-13	REPAIRS - REC WAX GASKET-WRENCH-ELBOW/REC	000000	81.59
		I-A334312	101-4192-425-19	REPAIRS - GAT (4) 4"X4' BROWN WALL BASE/GATE		10,36
		I-A334434	101-4192-426-21	SUPPLIES - WE ATIVA 30 SILVER BLUE/WELCOME C		349.99
		I-A334689	101-4192-426	SUPPLIES 48 X 1/2 A PULLEY V-BELT/PUB B		8.99
		I-B164278	101-4192-425-04	REPAIRS - CIT BLUE 20 FT CAT6 CABLE/CITY HAL		21.99
		I-D357394	101-4192-426	SUPPLIES INT SATIN PSTL BS PAINT/PUB BL		20,99
		I-D360019	101-4192-425-04	REPAIRS - CIT VINYL TUBE-BUCKET-FEM HOSE/CIT		88.18
		I-D360075	101-4192-425-04	REPAIRS - CIT DEFLECTOR-FURNACE FILTER/CITY		43.97
		I-D360108	101-4192-425-06	REPAIRS - DAY ADAPTER-PUSH ELBOW-90D ELB/GRA		43.36
		I-D360614	101-4192-425-13	REPAIRS - REC OCTAGON BOX-COVER-CONNECT/REC		8.25
		I-D360615	101-4192-425-15	REPAIRS - TRO 50' MC ALUM CABLE/TROLLEY	000000	37.49
		I-D360783	101-4192-425-13	REPAIRS - REC CARPET SEAM TAPE-ROUND BOX/REC		21,58
		I-D360848	101-4192-434-06	MACH/EQUIP-DA J-BOLT-CLIMB LADDER/GRANDSTA	000000	221.57
		I-D360995	101-4192-425-15	REPAIRS - TRO MALE CONNECTOR-SHOWERHD/TRO	000000	19.98
		I-D3 6115 1	101-4192-425-13	REPAIRS - REC (3) TIP LEG FURNITURE/REC CENT		7.47
		I-D361260	101-4192-425-13	REPAIRS - REC (4) 42W CFL BULBS/REC CENTER	000000	59.96
		I-D361588	101-4192-425-13	REPAIRS - REC (4) 40W 4' T12 CW FLOUR TUBE/R		15.16
	:	I-D361616	101-4192-425-04	DEDITED OF SHEET STATES	000000	18.48
		I-D361629	101-4192-425-08	REPAIRS - HIS (2) AIR FRESH-FASTENERS/HIST	000000	16.73
	:	I-D361630	101-4192-425-10	REPAIRS - LIB (50) SHRT TURN BI-PIN SOCKET/L		112.05

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PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0682	PITNEY BOWES					=========	==== == =====
		I-051817	101-4192-426	SUPPLIES	REFILL POSTAGE METER	000000	500.00
01-0841	TSP, INC.						
		I-0052174	101-4192-422-06	PROFESSIONAL-	PRO SVCS RODEO GRANDSTND REPAI	000000	559.79
01-1266	WELLS PLUMBIN	NG & FARM S					
		I-1-1001554	101-4192-426-13	SUPPLIES - RE	ZOELLER FLOAT SWITCH/WELCOME	000000	42.99
01-1370	TEMPERATURE T	rechnology,					
		1-21402	101-4192-425-13	REPAIRS - REC	SVC-LABOR REPLACE VFD/REC CENT	000000	2,121.34
01-1502	BLACK HILLS C	CHEMICAL					
		I-116334	101-4192-426	SUPPLIES	DISINFECTANT-NO DYE/FUB BLDGS	000000	132.12
01-1558	ECOLAB PEST E	SLIMINATION					
		I-9716297	101-4192-422-04	PROFESSIONAL	RODENT PROGRAM/CITY HALL	000000	155.25
01-1626	SERVALL UNIFO	RM AND LIN					
		I-2568293	101-4192-426-10	SUPPLIES - LI	MOPS-TOWEL-LAUNDRY BAGS/LIB	000000	19.03
		I-2568932	101-4192-426-12	SUPPLIES - PA	MOPS-HANDLES-MATS/PAVILION	000000	95.96
		I-2574861	101-4192-426-12	SUPPLIES - PA	MOPS-FRAMES-HANDLES/PAVIL	000000	95.96
		I-2586256	101-4192-426-14	SUPPLIES - ST	MOPS-MATS-LINEN-LAUN BAG/STRTS	000000	172.55
		I-2586257	101-4192-422-04	PROFESSIONAL	MATS-LAUNDRY BAG-TOWELS/CITY	000000	195,19
		I-2586258	101-4192-426-08	SUPPLIES - HI	MOPS-MATS-TOWELS-HANDLE/HIST	000000	172.39
		I-2586259	101-4192-426-11	SUPPLIES - PA	LAUNDRY BAGS-MOPS-MATS-LINEN/P	000000	50.58
		I-2586269	101-4192-426-07	SUPPLIES - FI	LAUNDRY BAGS-MOPS-MATS/FIRE	000000	31.29
		1-2586912	101-4192-426-12	SUPPLIES - PA	MOPS-FRAMES-MATS-HANDLES/PAV	000000	95.96
		I-2592310	101-4192-426-07	SUPPLIES - FI	MOPS-LINEN-LAUNDRY BAGS/FIRE H	000000	31.29
		I-2592311	101-4192-426-10	SUPPLIES - LI	LINEN-LAUNDRY BAGS-MOPS/LIBRAR	000000	19.03
		I-INV000008292	101-4192-426-14	SUPPLIES - ST	UNIFORM STRIPING/STREETS	000000	205.02
01-1827	MS MAIL & MAR	KETING					
		I-8976	101-4192-426	SUPPLIES	TIME SHEETS	000000	400.00
01-3421	S AND C CLEAN	ERS					
	:	I-206	101-4192-422	PROFESSIONAL	CLEAN BATHROOMS 5/10-5/31/17/P	000000	1,161.75
	;	I-5-31-17 WELCOME	101-4192-422-21	PROFESSIONAL	CLEAN 5/24-5/31/17/WELCOME CE	000000	458.90
	:	I-INV #115 05-16-17	101-4192-422-10	PROFESSIONAL	CLEANING/LIBRARY	000000	600.00
	:	I-INV #115 05-16-17	101-4192-422-07	PROFESSIONAL	CLEANING/FIRE HALL	000000	400.00
01-3648	NETWORK SERVI	CES COMPAN					
]	I-374236-0	101-4192-426	SUPPLIES	DISINFECTANT-GLOVE-2PL TISS/PB	000000	306.07
	;	I-374237-0	101-4192-426	SUPPLIES	CLEANER-TOWEL-ERASER/PB	000000	187.37
01-3685	BLACK HILLS SE	ECURITY &					
	C	C-R234694	101-4192-422-08	PROFESSIONAL-	CR FOR DBL PYMT REP KEYBRD/HIS	000000	403,93-
	1	I-P106325			INSTALL SEC ALARM SYSTEM/AD HO		964.29
	1	[-P106326	101-4192-422-01	PROFESSIONAL	ALARM MONITOR 4/1-6/30/17/AD H	000000	104.85

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PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

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BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
			=======================================				
01-3685	BLACK HILLS	SECURITY & continu	ed				
	ř	I-P106327	101-4192-425-01	REPAIRS ~ AD	A REPLACE BATTERY BACKUP/AD HOU	E 000000	300 25
				National Abi	A REFINCE BATTERT BACKUE/AD NOU	5 000000	322.35
01-3736	METERING &	TECHNOLOGY S					
		I-8942	101-4192-426-19	SUPPLIES - GA	A LOW LEAD BARE METER-FL SET/GA	T 000000	640.27
							3.13.12.
01-3838	VAST BROADB	AND					
		I-CABLE 05-16-17 CIT	101-4192-428-04	UTILITIES - 0	C CABLE 5/20-6/19/17/CITY HALL	000000	40.87
		I-CABLE 5-14-17 REC	101-4192-428-13	UTILITIES - H	R CABLE 05/18-06/17/17/REC CENT	E 000000	90.00
		I-PHONE 05-12-17 CIT	101-4192-428-04	UTILITIES - 0	TELEPHONE 5/16-6/15/17/CITY H.	A 000000	190.28
		I-PHONE 05-12-17 LIB	101-4192-428-10	UTILITIES - I	TELEPHONE 5/16-6/15/17/LIBRAR	Y 000000	250.29
		I-PHONE 05-12-17 STR	101-4192-428-14	UTILITIES - S	TELEPHONE 5/16-6/15/17/STREET	S 000000	43.96
		I-PHONE 05-14-17 HIS	101-4192-428-08	UTILITES - H	TELEPHONE 5/18-6/19/17/HISTOR	Y 000000	124.68
		I-PHONE 05-14-17 REC	101-4192-428-13	UTILITIES - F	R TELEPHONE 5/18-6/19/17/REC	000000	236.38
		I-PHONE 05-20-17 FIR	101-4192-428-07	UTILITIES - E	F TELEPHONE 05/24-06/23/17/FIRE	000000	284.75
		I-PHONE 05-26-17 RO	101-4192-428-06	UTILITIES - I	TELEPHONE 6/03-7/02/17/RODEO	000000	182.62
01-3975	FIRST NATION	NAL CREDIT C					
		I-05-26-17 CC KRUZEL		REPAIRS - REC	TV WALL MOUNT/REC CENTER	000000	12.39
		I-05-26-17 CC KRUZEL			UNIVERSAL HORN DRIVER/GRAND	000000	120.00
		I-05-26-17 CC KRUZEL			ATLAS SOUND VOLUME CNTRL/GRANI	000000	60.00
		I-05-26-17 CC KRUZEL		_	J DESK DBL PED/CITY HALL	000000	269.99
		I-05-26-17 CC KRUZEL			DESK DBL PED/CITY HALL	000000	209.98
		I-05-26-17 CC KRUZEL	101-4192-434	MACHINERY/EQU	COLOR HP PRINTER/PUBLIC BLDG	000000	124.00
				DEPARTMENT 1	92 PUBLIC BUILDINGS	TOTAL:	45 300 51
	·			.==		·	45,308.51
01-0510	GOLDEN WEST	TECHNOLOGIE					
		I-317531	101-4193-422	PROFESSIONAL	ANNUAL MAINTFIRE DPT ROUTER	000000	120.00
		1-317532	101-4193-422	PROFESSIONAL	ANNUAL MAINTCITY HALL SWITCH		120.00
		I-317533	101-4193-422	PROFESSIONAL			120.00
		I-317535	101-4193-422	PROFESSIONAL		000000	900.00
		I-317536	101-4193-422	PROFESSIONAL	ANNUAL MAINTCITRIX 1 SERVER	000000	900.00
		I-317537	101-4193-422	PROFESSIONAL	ANNUAL MAINTSERVER EXCHANGE	000000	1,680.00
		I-317538	101-4193-422	PROFESSIONAL	ANNUAL MAINT FILE SERVER	000000	900.00
		I-317539	101-4193-422	PROFESSIONAL	ANNUAL MAINT SQL SERVER	000000	1,680.00
				DEPARTMENT 1	93 COMPUTER SERVICE I	'OTAL:	6,420.00
01-0433	WELLMARK BLU						
		I-06/01/17	101-4210-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	11,505.29
01-0510	GOLDEN WEST	TECHNOLOGIE					
27 0270	JOBBEN MEST	I-317715	101-4210-422	DBORECCIONA	CARD DEADER POLICE PER	22222	
		- 52/125	101-1210-422	FROFESSIONAL	CARD READER - POLICE DEPT	000000	7.74
01-0578	TWIN CITY HA	RDWARE & LU					
•		I-D360872	101-4210-426	SUPPLIES	CABLE TIE - POLICE	000000	0.00
		_	_,		SHOULD - FOULCE	000000	8.99

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-1399	NEVE'S UNIFO					=======================================	******
		I-RP-039983	101-4210-426	SUPPLIES	UNIFORM BOOTS, BADGE HOLDER	000000	
		I-RP-040028	101-4210-434		J 5 PHOENIX II VESTS - POLICE	000000	146.77
				,	o oneman ii vasis - pomice	000000	3,019.54
01-1430	MOTOROLA						
		I-13158880	101-4210-434	MACHINERY/EQU	2 PORTABLE RADIOS - POLICE	000000	4,142.10
01-1819	DAKOTA BUSIN	ESS CENTER					
		I-IN318277	101-4210-424	RENTALS	COPIER CONTRACT - POLICE	000000	160.90
01-2870	DASH MEDICAL	GLOVES					
		I-1047208	101-4210-426	SUPPLIES	NITRILE GLOVES - POLICE DEPT	r 000000	141.80
01-3855	PAPOUSEK, SON	AYN					
		I-050417	101-4210-422	PROFESSIONAL	REIMBS 7 CPR CARDS - POLICE	000000	35.00
				DEPARTMENT 2	10 POLICE	TOTAL:	19,168,13
						·	
01-0433	WELLMARK BLUE	E CROSS BLU					
		I-06/01/17	101-4221-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	1,009.81
01-0578	TWIN CITY HAR	DWARF S 7.11					
		I-D360573	101-4221-425	REPAIRS	CADAGE EDOVE WITH DISC.		
			101 1011 100	REFAIRS	GARAGE EPOXY KIT - FIRE DEPT	000000	79.99
01-1171	A & B BUSINES	SS SOLUTION					
		I-IN399263	101-4221-422	PROFESSIONAL	COPIER CONTRACT - FIRE DEPT.	000000	67.61
01-2594	DEADWOOD FIRE	DEPARTMEN					
		I-122616	101-4221-425	REPAIRS	REIMBS PUMP REPAIR KIT		
				KLIMIKS	REIMES POMP REPAIR KIT	000000	208.75
				DEPARTMENT 22) - FIDE DEDADMINE ADMINISTRA	000.7	
					21 FIRE DEPARTMENT ADMINISTRT	OTAL;	1,366.16
01-0433	WELLMARK BLUE	CROSS BLU					
		I-06/01/17	101-4232-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	933.38
01-2243	MOHR, TRENT						
		I-SODACE CONF 5/9/17	101-4232-427	TRAVEL	MEALS-SODACE CONF IN PIERRE/BI	000000	53.00
01-3975	FIRST NATIONA	L CREDIT C					
		I-05-26-17 CC MOHR	101-4232-427	TRAVEL	FUEL VEHICLE CONFERENCE/B INSP	000000	15.72
				DEPARTMENT 23	2 BUILDING INSPECTION TO	OTAL:	1,002.10
							1,002.10
01-0433	WELLMARK BLUE	CROSS BLU					
	:	I-06/01/17	101-4310-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	6,719.07

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST		=======================================	=======================================		.=======	=======================================
		I-318012	101-4310-425	REPAIRS	REPAIR RONS WORKSTATION/STRTS	000000	150.20
				***************************************	MININ KOND WORKSTATION, STRIS	000000	159.38
01-0578	TWIN CITY HA	RDWARE & LU					
		C-A334515	101-4310-426	SUPPLIES	USB CABLE-CABLE KIT/STREETS	000000	25.98-
		I-A332866	101-4310-426	SUPPLIES	OUTDOOR LAMPHOLDER-BULBS/ST	000000	180.46
		I-A332952	101-4310-426	SUPPLIES	WHITE STRIPE-MARKING PAINT/STR		20.47
		I-A333759	101-4310-426	SUPPLIES	(2) 60 LB CONCRETE MIX/STREETS		9.16
		I-A333932	101-4310-426	SUPPLIES	(14) FASTENERS/STREETS	000000	19.46
		I-A334375	101-4310-426	SUPPLIES	(12) APWA RED MARKING TAPE/STR	000000	77.88
		I-A334499	101-4310-426	SUPPLIES	CABLE KIT-6' USB 2.0 CABLE/STR	000000	25.98
		I-A334509	101-4310-426	SUPPLIES	(3) 60 LB CONCRETE MIX/STREETS	000000	13.74
		I-A334536	101-4310-426	SUPPLIES	DRIVE SCKT-MULTI ALUM RIVET/ST	000000	16.27
		I-D359958	101-4310-426	SUPPLIES	RED-WHITE-BLACK PAINT/STREETS	000000	419.50
		I-D359959	101-4310-426	SUPPLIES	(36) APWA BLUE MARKING PAINT/S	000000	233.64
		I-D360025	101-4310-426	SUPPLIES	MULTI-BIT SCREWDRIVER/STREET	000000	16.99
		I-D360311	101-4310-426	SUPPLIES	(2) NET ELECTRICAL/STREET	000000	4.30
		I-D360327	101-4310-426	SUPPLIES	CLEAR RULER-GRAPH PAPER/ST	000000	6.98
		I-D360416	101-4310-426	SUPPLIES	CORN WHISK BROOM/STREETS	000000	5.59
		I-D360621	101-4310-426	SUPPLIES	(6) CAUT YELLOW MARK PAINT/STR	000000	44.94
		I-D361673	101-4310-426	SUPPLIES	10 PAL YELL TRFIC 5 GAL PAIL/S		849.90
		I-D361731	101-4310-426	SUPPLIES	(3) BONUS BLACK SPRAY PAINT/ST	000000	11.37
01-0600	TRIPLE K TIRE	L C CERTAIN					
01-0000			101 4070 485				
		I-1-48282	101-4310-425	REPAIRS	REPAIR HEAVY TRUCK TIRE/STRTS	000000	45.00
01-0619	TWILIGHT FIRS	T AID C CA					
01 0015		I-41709	101-4310-426	CURRY TOO			
		1 11.00	101-4310-426	SUPPLIES	PEROXIDE-ALLERGY-PEPTUM/STRTS	000000	129.50
01-0674	WHITE'S QUEEN	CITY MOTO					
		I-132145	101-4310-425	REPAIRS	S LEVER PARKING BRAKE/STREETS	000000	
				Raining	S DEVER PARKING BRANE/SIREEIS	000000	67.77
01-0782	JACOBS PRECIS	ION WELDIN					
		I-23989	101-4310-425	REPAIRS	5' 5" OF 5" SCH 40 PIPE/STREET	000000	53.99
						000000	53.79
01-1171	A & B BUSINES	S SOLUTION					
		I-IN398588	101-4310-426	SUPPLIES	CONTRACT BASE COPIER/STREET	000000	137.47
					,		25
01-2762	PARTSMASTER						
		1-23151837	101-4310-434	MACHINERY/EQU	MAGNETIC DRILL/STREETS	000000	1,262.64
01-3346	REGIONAL HEAL	TH					
		I-214239C2296	101-4310-422	PROFESSIONAL	TESTING	000000	75.00
01-3628	BICKLE TRUCK						
		I-11589	101-4310-425	REPAIRS	VALVE-GASKET-HOSE FITTING/STRT	000000	924.19
A. 2005	3.05 3						
01-3837	SACRISON ASPH						
	:	I-1710-2	101-4310-425	REPAIRS	(7.29) LIMESTONE/STREETS	000000	437.40

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	СНВСК#	AMOUNT
01-3974	HI-VIZ SAFE	TY WEAR, LLC					:======
		I-81232	101-4310-426	SUPPLIES	HI-VIZ SAFETY WEAR/STOCK, SUMM	E 000000	429.96
				DEPARTMENT 3	310 STREETS	TOTAL:	12,372.02
01-1790	NORTHERN HT	LLS SOD FARM					
01 1/50	NORTHERN III	I-6549	101-4370-425	REPAIRS	/530) MENUNUNUN DI MEGDINGS (CIMPA		
		4 03 13	101 4370 423	REFAIRS	(530) KENTUCKY BLUEGRASS/OAKRI	1 000000	184.60
01-1850	FOOTHILLS S	EED, INC.					
		I-118910	101-4370-426	SUPPLIES	TITAL ULTRA TALL/OAKRIDGE	000000	180.00
01-3977	ACE HARDWARI						
		I-004751	101-4370-426	SUPPLIES	SPRINKLER-BRASS HOSE/OAKRIDGE	000000	44.34
				DEPARTMENT 3	70 OAKRIDGE CEMETERY T	OTAL:	408.94
01-0213	TRUGREEN CHI					·	
01 0213	INOGREEM CH	I-64267432	101-4520-422	DDODDCCIONAL	VECTOR TOWNS (GODDON		
		1 01801132	101-4250.455	PROFESSIONAL	VEGETATION CONTROL/GORDON	000000	61.80
01-0433	WELLMARK BLO	JE CROSS BLU					
		I-06/01/17	101-4520-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	4,172.36
01-0578	TWIN CITY HA	ARDWARE & LU					
		I-A333209	101-4520-426	SUPPLIES	D-HDL RD PT SHOVEL/PARKS	000000	27.00
		I-A333716	101-4520-426	SUPPLIES	(2) BLK SILICONE GLUE/PARKS	000000	21,98 11.98
		I-A333973	101-4520-433	IMPROVEMENTS	CHAIN PROOF COIL-FASTENERS/PRK		11.96
		I-A334131	101-4520-426	SUPPLIES	HAND TOOLS-SCREWS/PARKS	000000	65.97
		I-A334496	101-4520-426	SUPPLIES	(3) 3006BC BLT SNP 5/8 RFE/PRK		6.87
		I-A334749	101-4520-426	SUPPLIES	CUTOFF WHEEL-FLAP DISC/PARKS	000000	41.88
		I-B164260	101-4520-426	SUPPLIES	COWHIDE GLOVES/PARKS	000000	33.98
		I-D361396	101-4520-426	SUPPLIES	STAPLE GUN-T50 STAPLES/PARKS	000000	22.28
01-0582	SD DEPT. OF	MOTOR VEHIC					
VI 0502	35 DEFT. OF	I-042017	101-4520-426	Puppi TB0	Ob DEDT OF MARKS INVEST.		
		1 042017	101-4520-426	SUPPLIES	SD DEPT. OF MOTOR VEHICLES	000000	16.20
01-0653	FASTENAL COM	PANY					
		I-SDSPE94775	101-4520-426	SUPPLIES	COVERALLS-CABLE TIES/PARKS	000000	209.42
01-0577	LAWSON PRODU	CTS, INC.					
		I-9304929919	101-4520-426	SUPPLIES	MINI FUSE-REC BLD ASST-LUBE-PR	000000	372.63
01-1694	GRIMM'S PUMP	& INDUSTRI					
		I-4555	101-4520-425	REPAIRS	MONARCH GASKET-LG MONARCH/PRKS	000000	115.14
					25 Normani Pano		113.14
01-2889	ATCO INTERNA	TIONAL					
		I-I0485962	101-4520-426	SUPPLIES	(2) BRAKE-SOLV II/PARKS	000000	250.00

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME		G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
	DAKOTA TREE						
		I-7754	101-4520-422	PROFESSIONAL	TREE SPRAYING ST AMBROSE/PRE	S 000000	1,668.00
01-3974	HI-VIZ SAFET	TY WEAR, LLC					
		1-81232	101-4520-426	SUPPLIES	HI-VIZ SAFETY WEAR/STOCK, SUN	IME 000000	1,289.79
01-3975	FIRST NATION	WAL CREDIT C					
		I-05-26-17 CC GREEN	101-4520-426	SUPPLIES	BARCO MEMORIAL BENCH/PARKS	000000	974.49
				DEPARTMENT	520 PARKS	TOTAL:	9,346.73
01-0382	ARLETH LAND	SURVEYING L					
		I-1549	101-4640-422	PROFESSIONAL	MEVERDEN ST REPLAT	000000	585.00
01-0433	WELLMARK BL	JE CROSS BLU					
		I-06/01/17	101-4640-415	GROUP INSURA	N WELLMARK BLUE CROSS AND BLUE	S 000000	933.38
01-1786	PETTY CASH/	HISTORIC PRE					
		I-052417	101-4640-426	SUPPLIES	HP/PZ PETTY CASH	000000	6.58
01-2687	QUICK NAME 1	rags					
		I-78647	101-4640-426	SUPPLIES	PZ - BILL RICH NAME PLATE	000000	26.08
				DEPARTMENT	640 PLANNING AND ZONING	TOTAL:	1,551.04
					· · · · · · · · · · · · · · · · · · ·		
				FUND	101 GENERAL FUND	TOTAL:	100,087.62

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS				. # 4 # # # # # # # # # # # # # # # # #		=======================================
		I-0025614-USA TODAY	206-4550-434	BOOKS, MAPS A	SUBSCRIPTION-USA TODAY/LIBRAR	Y 000000	226.41
01-0433	WELLMARK BLU	JE CROSS BLU					
		I-06/01/17	206-4550-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	S 000000	1,426.45
01-0553	MONTANA DAKO	TA UTILITIE					
		I-68250010003MAY17	206-4550-428	UTILITIES	NATURAL GAS 4/21-5/22/LIBRARY	000000	190.53
01-0897	SPORTS ILLUS	TRATED					
		I-0467614368 - 2017	206-4550-434	BOOKS, MAPS A	SUBSCRIPTION - LIBRARY	000000	89.04
01-1171	A & B BUSINE	SS SOLUTION					
		I-IN398850	206-4550-426	SUPPLIES	COPIER CONTRACT - LIBRARY	000000	42.34
01-1557	DEMCO, INC.						
		I-6128486	206-4550-424	CHILDREN'S PR	SUMMER PROGRAM SUPPLIES-LIBRAR	000000	61.25
		I-6128647	206-4550-426	SUPPLIES	EPSON PRINTER & SUPPLIES/LIBRA	000000	547.76
01-1562	MIDWEST TAPE						
		I-95072573	206-4550-434	BOOKS, MAPS A	DVDs - LIBRARY	000000	150.93
01-1911	EMERY-PRATT	COMPANY					
		I-594836	206-4550-434	BOOKS, MAPS A	BOOKS - LIBRARY	000000	47.12
		I-59 5543	206-4550-434	BOOKS, MAPS A	BOOK - LIBRARY	000000	16.19
01-2692	WALL STREET	JOURNAL			•		
		I-053117	206-4550-434	BOOKS, MAPS A	SUBSCRIPTION - LIBRARY	000000	197.94
01-3282	OSBORN, JANE	r					
		I-052217	206-4550-424	CHILDREN'S PR	REIMBSCHILDREN'S BOOKS	000000	75.53
				DEPARTMENT 55	0 LIBRARY T	OTAL:	3,071.49

FUND 206 LIBRARY FUND

TOTAL:

3,071.49

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BL		=======================================				
01 0433	HEDDINARK BE	I-06/01/17	209-4510-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	S 000000	493.07
01-0578	TWIN CITY H	ARDWARE & LU					
		I-A334605	209-4510-426	SUPPLIES	SINK STOPPER/REC CENTER	000000	3.29
		I-A334685	209-4510-426	SUPPLIES	(10) ROLLS THERMAL PAPER/REC	000000	18.50
01-2645	HAWKINS INC						
		I-40779 7 9	209-4510-426	SUPPLIES	AZONE-ACID-DELDRUM-FOAMOUT/RE	C 000000	1,000.60
01-3346	REGIONAL HEA	LTH					
		I-214239C2296	209-4510-422	PROFESSIONAL	TESTING	000000	25.00
01-3506	ALSCO						
		I-LCAS1124498	209-4510-426	SUPPLIES	MATS/REC CENTER	000000	130.82
		I-LCAS1127504	209-4510-426	SUPPLIES	MATS/REC CENTER	000000	130.82
01-3975	FIRST NATION	AL CREDIT C					
		I-05-26-17 CC TRIDLE	209-4510-429	OTHER	JOB CORP APPRECIATION/REC CEN	T 000000	158.00
				DEPARTMENT 5	10 REC CENTER	FOTAL:	1,960.10
				FUND 20	9 BED & BOOZE FUND	FOTAL:	1,960.10

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0451	RUNGE, MIKE				.======================================		
		I-051617	215-4572-235	VISITOR MGMT	SUPPLIES - DEADWOOD PIONEER	000000	50.80
01-3060	QUIK SIGNS						
		I-20288	215-4572-235	VISITOR MGMT	BASEBALL SIGN	000000	399.00
01-3597	LEAD DEADWOO	D ARTS CENT					
		I-141	215-4572-235	VISITOR MGMT	8 FRAMES DEADWOOD PIONEER	000000	605.38
01-3975	FIRST NATION	AL CREDIT C					
		I-052417	215-4572-235	VISITOR MGMT	HP MAY 17 CC	000000	280.15
01-4160	MAXIMUM PROMO	OTIONS					
		I-34471	215-4572-235	VISITOR MGMT	HP 76 RODEO BANNER	000000	394.00
01-4161	PIENI KIRKKO						
		I-052417	215-4572-235	VISITOR MGMT	HP PLAQUES AND GAVEL	000000	105.00
				DEPARTMENT 5	72 HP VISITOR MGMT AND INFORT	OTAL:	1,834.33
01-0578	TWIN CITY HAF	RDWARE & LU					
		I-A333405	215-4573-335	HIST. INTERP.	ALUM.LINE LEVELS, MASON LINE	000000	22.97
		I-D361212	215-4573-335		METRIC TAPE MEASURE - ARCHIVES		81.17
01-0951	DEADWOOD ALIV	re					
		I-138-17	215-4573-345	HIST. INTERP.	MAY 2017	000000	20,000.00
01-3044	LAWRENCE CO.	EQUALIZATI					
		I-050217	215-4573-340	HIST. INTERP.	2016 PICTOMETRY AERIAL IMAGERY	000000	6,839.17
01-3975	FIRST NATIONA	L CREDIT C					
		I-052417	215-4573-335	HIST. INTERP.	HP MAY 17 CC	000000	569.00
01-4158	MIKES CAMERA	INDUSTRIAL					
		I-0525857	215-4573-335	HIST. INTERP.	PRINTFILE BULK	000000	208.87
					3 HP HISTORIC INTERPRETATION		27,721.18
01-0578	TWIN CITY HAR				*		
		I-A329946	215-4575-520	GRANT/LOAN PR	PAINT GRANT 360 WILLIAMS	000000	9 00
		I-A332967	215-4575-520		PAINT GRANT 23 MCKINLEY	000000	8.98 41.98
		I-A333227	215-4575-520		PAINT GRANT 23 MCKINLEY	000000	457.94
	:	I-B164259	215-4575-520		PAINT GRANT 850 MAIN	000000	78.98
	;	I-B164299	215-4575-520			000000	147.97
	:	I-D360265	215-4575-520			000000	24.12
	:	I-D361444	215-4575-520	GRANT/LOAN PR	PAINT GRANT 4 RODEO	000000	81.98

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR SET: 01

PACKET: 04064 COMBINED - 6/6/17

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-3849		TURY DEVELOPM I-052417	215-4575-520		PR 2014 OUTSIDE DWD GRANT FINA		706.20
				DEPARTMENT	575 HP DEADWOOD GRANT AND LO	DATOTAL:	1,548.15
01-0782	JACOBS PREC	ISION WELDIN					
		I-23982	215-4577-735	CAPITAL ASSI	ET RODEO GROUNDS RAILINGS	000000	27.88
01-0841	TSP, INC.						
		I-0052173	215-4577-735	CAPITAL ASSI	ET PROF SVCS GRANDSTANDS REPAIR	000000	4,680.00
01-3975	FIRST NATIO	NAL CREDIT C					
		I-052417	215-4577-775-01	CIP-LOWER MA	AI HP MAY 17 CC	000000	1,000.00
01-4159	PETE'S TAXI	DERMY. INC.					
		I-051717	215-4577-775-01	CIP-LOWER MA	AI BIGHORN SHEEP WELCOME CNTR	000000	1,500.00
		* 		DEPARTMENT	577 HP FIXED CAPITAL ASSETS	OTOTAL:	7,207.88
01-0433	WELLMARK BL	UE CROSS BLU					******
		I-06/01/17	215-4641-415	GROUP INSURA	N WELLMARK BLUE CROSS AND BLUE	S 000000	4,012.60
01-1786	PETTY CASH/	HISTORIC PRE					
		I-052417	215-4641-426	SUPPLIES	HP/PZ PETTY CASH	000000	166.91
01-1827	MS MAIL & MA	ARKETING					
		I-8960	215-4641-426	SUPPLIES	OFFICE BUSINESS CARDS	000000	120.00
01-3314	CENTURY BUSI	INESS PRODUC					
		I-374154	215-4641-426	SUPPLIES	HP CONTRACT 04/09-05/08/17	000000	587,70
01-3558	DEADWOOD HIS	STORY INC					
		I-32123	215-4641-423	PUBLISHING	ADV DESTINATIONDWD SPRING/SU	MM ODDOOD	528.75
							320.73
01-3838	VAST BROADBA	AND I-051617	215-4641-428	lmur imino	OVICE AND ALL DE LOS AND ALL COMME		
		1 03191.	513-4641-450	UTINITIES	SVCS MT M 05/20-06/19	000000	140.87
		***************************************	· · · · · · · · · · · · · · · · ·		641 OFFICE HIST. PRES.	TOTAL:	5,556.83
				FUND ;	215 HISTORIC PRESERVATION	TOTAL:	43,868.37

REGULAR DEPARTMENT PAYMENT REGISTER

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VENDOR SET: 01

PACKET: 04064 COMBINED - 6/6/17

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

OLFF'S PLUMBING AND HE				
1 42060			=======================================	
I-43868	216-1310	DUE FROM OTHE WORK DONE - 560 MAIN	ST 000000	5,000.00
		DEPARTMENT NON-DEPARTMENTAL	TOTAL:	5,000.00
MENTHUM, KEITH	· · · · · · · · · · · · · · · · · · ·			
I-407444	216-4653-962-03	WINDOWS GRANT WINDOWS - 35 MADISON	- OCHSE 000000	1,200.00
I-407445				100.17
ACKBURN BASEMENT SYST				
I-3355	216-4653-962-08	FOUNDATION GR FOUNDATION - 416 WILL	IAMS - SJ 000000	7,235.00
ODLAND CONSTRUCTION				
I-10507	216-4653-962-07	HISTORIC REHA SIDING - 360 WILLIAMS	- TREWHE 000000	4,105.50
KINOS CONSTRUCTION				
I-202	216-4653-962-05	FACADE EASEME FACADE 560 MAIN DGS	000000	24,000.00
	~-~	DEPARTMENT 653 REVOLVING LOAN	TOTAL:	36,640.67
		FUND 216 REVOLUTING LORM	TOTAL.	41,640.67
,	I-407444 I-407445 LACKBURN BASEMENT SYST I-3355 CODLAND CONSTRUCTION I-10507	MENTHUM, KEITH I-407444 216-4653-962-03 I-407445 216-4653-962-07 LACKBURN BASEMENT SYST I-3355 216-4653-962-08 DODLAND CONSTRUCTION I-10507 216-4653-962-07	MENTHUM, KEITH I-407444 216-4653-962-03 WINDOWS GRANT WINDOWS - 35 MADISON I-407445 216-4653-962-07 HISTORIC REHA PRJ MGT 360 WILLIAMS LACKBURN BASEMENT SYST I-3355 216-4653-962-08 FOUNDATION GR FOUNDATION - 416 WILL CODLAND CONSTRUCTION I-10507 216-4653-962-07 HISTORIC REHA SIDING - 360 WILLIAMS	MENTHUM, KEITH 1-407444 216-4653-962-03 MINDOWS GRANT WINDOWS - 35 MADISON - OCHSE 000000 1-407445 216-4653-962-07 HISTORIC REHA PRJ MGT 360 WILLIAMS - TREWHEL 000000 ACKBURN BASEMENT SYST 1-3355 216-4653-962-08 FOUNDATION GR FOUNDATION - 416 WILLIAMS - SJ 000000 ACKDLAND CONSTRUCTION 1-10507 216-4653-962-07 HISTORIC REHA SIDING - 360 WILLIAMS - TREWHE 000000 ACKINOS CONSTRUCTION 1-202 216-4653-962-05 FACADE EASEME FACADE 560 MAIN DGS 000000 DEPARTMENT 653 REVOLVING LOAN TOTAL:

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 564 LOWER MAIN VISITOR CENTER

DEPARTMENT: 192 PUBLIC BUILDING

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	TRUOMA
01-1098	HILLYARD/SIC	UX FALLS					
		I-602544031	564-4192-426	SUPPLIES	CLEANING SUPPLIES-WELCM.CNTR.	000000	5,087.01
		1-602545910	564-4192-426	SUPPLIES	CLEANING COMPANION, TOOLS	000000	1,803.33
01-1383	AINSWORTH-BE	NNING CONST					
		C-CORR.PAY APP#18	564-4192-422	PROFESSIONAL	CORRECT CHANGE ORDER-WELCM CN	T 000000	4,872.00-
		I-PAY APP #18	564-4192-422	PROFESSIONAL	DWD LOWER MAIN WELCOME CENT	000000	201,349.99
01-2994	CHAMBERLIN A	RCHITECTS					
		I-INV #29	564-4192-422	PROFESSIONAL	PRO SVCS DEADWOOD WELCOME CEN	T 000000	1,296.25
				DEPARTMENT 1	92 PUBLIC BUILDING	TOTAL :	204,664.58
				FUND 5	64 LOWER MAIN VISITOR CENTER	TOTAL:	204,664.58

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0433		UE CROSS BLU	=======================================			:B2352222222	
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1-06/01/17	602-4330-415	GROUP INSURAL	N WELLMARK BLUE CROSS AND BLUE	S 000000	3,262.65
01-0464	TYLER TECHN	OLOGIES, INC					
		I-025-189845	602-4330-422	PROFESSIONAL	YRLY MAINTUTILITY BILL FOR	MS 000000	796.45
01-0578	TWIN CITY H	ARDWARE & LU					
		C-A334498	602-4330-426	SUPPLIES	OFFICE SUPPLIES-CAT6 CABLE/W	TR 000000	40.98-
		I-A334488	602-4330-426	SUPPLIES	OPFICE SUPPLIES-CAT6 CABLE/W	TR 000000	40.98
		I-D360316	602-4330-426	SUPPLIES	SILICONE-SPRAY-TUBING-CAP/WT	R 000000	19.60
		I-D361045	602-4330-426	SUPPLIES	SVR DUCT TAPE/WATER	000000	4.99
01-0684	NORTHWEST P	IPE FITTINGS					
		I-1142529	602-4330-425	REPAIRS	BREAKAWAY FLAG REPAIR KIT/WT	'R 000000	204.32
		I-1143904	602-4330-426	SUPPLIES	6'CURB BOX TAPT 2"/WATER	000000	90,42
01-1365	SD PUBLIC H	EALTH LAB					
		I-10576688	602-4330-422	PROFESSIONAL	COLIFORM TESTING/WATER	000000	30.00
01-3292	MIKE VAGA P	LUMBING					
		1-4010	602-4330-433	IMPROVEMENTS	INSALL IRRIGATION METER/WATE	R 000000	900.94
01-3346	REGIONAL HE	ALTH					
		I-214239C2296	602-4330-422	PROFESSIONAL	TESTING	000000	50.00
				DEPARTMENT 3	330 WATER	TOTAL:	5,359.37
					·		
				FUND 6	02 WATER FUND	TOTAL:	5,359.37

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 607 MT MORIAH CEMETERY OPERAT

DEPARTMENT: 580 MT. MORIAH

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

607 MT MORIAH CEMETERY OPERATTOTAL: 11,091.80

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0578		HARDWARE & LU	5	****************			
		I-A332726	607-4580-425	REPAIRS	CAULK-DBL BRACE-FASTENERS/MM	000000	16.95
		I-A334374	607-4580-425	REPAIRS	CORNER BRACE-FASTEN-PERC BIT/	4 000000	42.13
		I-D360206	607-4580-425	REPAIRS	1X8-10 PINE-OUTLET WALLPLATE/N	1 000000	11.38
		I-D360282	607-4580-425	REPAIRS	3" BRISTLE CHIP BRUSH/MT MORIA	000000 A	1.49
		I-D360703	607-4580-425	REPAIRS	SHINGLES-FLASHING-ROOF FELT/M	1 000000	1,092.15
		I-D361154	607-4580-425	REPAIRS	BLACK TITE ROOF SEALANT/MT MOI	R 000000	5.59
		I-D361279	607-4580-425	REPAIRS	CARPET TAPE-TANK LEVER/MT MOR	000000	18,98
		I-D361519	607-4580-426	SUPPLIES	6	000000	15.99
		I-d360656	607-4580-426	SUPPLIES	AIR FRESHENER-BATTERIES/MT MOI	R 000000	32.95
01-0782	JACOBS PRE	CISION WELDIN					
		I-23949	607-4580-425	REPAIRS	ALUM TREADBRITE PLATE/MT MORIA	000000	151.50
		I-23953	607-4580-425	REPAIRS	ALUM TREADBRIGHT PLATE/MT MOR	000000	88.96
01-1827	MS MAIL & 1	MARKETING					
		1-8961	607-4580-426	SUPPLIES	TOUR BUS FARE BOOKS-MT.MORIAH	000000	100.00
01-3060	QUIK SIGNS						
		I-20306	607-4580-426	SUPPLIES	MAP MOUNTED/MT MORIAH	000000	89.98
01-3527	DAKOTA TRE	E SPRAYING &					
		I-7753	607-4580-422	PROFESSIONAL	(744) TREE SPRAYING/MT MORIAH	000000	9,000.00
01-3685	BLACK HILLS	S SECURITY &					
		I-R235146	607-4580-422	PROFESSIONAL	ALARM SYS 6/1-8/31/17/MT MORIA	. 000000	89.85
01-3838	VAST BROADI	BAND					
		I-PHONE 05-16-17 MM	607-4580-428	UTILITIES	TELEPHONE 5/20-6/19/17/MT MORI	000000	40.87
		I-PHONE 05-18-17 MM	607-4580-428	UTILITIES	TELEPHONE 5/22-6/21/17/MT MORI	000000	40.87
01-3951	MCGRATH, RI	HONDA					
		I-SUPPLIES MM 5/12	607-4580-426	SUPPLIES	COFFEE-FILTERS/MT MORIAH	000000	18.80
01-3975	FIRST NATIO	ONAL CREDIT C					
		I-05-26-17 CC KRUZEL	607-4580-425	REPAIRS	GRAY RAIL-BROWN GROOVE/MM	000000	233.36
				DEPARTMENT 5	80 MT. MORIAH T	'OTAL:	11,091.80
					THE HORIZAN	Janu.	11,001,00

FUND

REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0433		UE CROSS BLU					
		1-06/01/17	610-4360-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	s 000000	3,959.84
01-1003	VERIZON WIR	ELESS					
		1-9785620227	610-4360-424	RENTALS	PHONE SERVICE - METERS	000000	40.01
01-1399	NEVE'S UNIF	ORMS, INC.					
		I-RP-040010	610-4360-426	SUPPLIES	UNIFORM SHIRTS & PANTS - P&T	000000	239.35
01-3156	BRANDON IND	USTRIES INC.					
		I-135260	610-4360-426	SUPPLIES	PARKING SIGNS & POLES - P&T	000000	2,315.85
				DEPARTMENT 3	60 PARKING/TRANSPORTATION	TOTAL:	6,555.05
01-0433	WELLMARK BL	ue cross blu			***		
		1-06/01/17	610-4361-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	S 000000	1,009.81
01-0578	TWIN CITY H	ARDWARE & LU					
		I-A333282	610-4361-426	SUPPLIES	GALV NIPPLE - TROLLEY	000000	3.29
01-0583	OWENS INTER	STATE SALES					
		I-5268-309468	610-4361-425	REPAIRS	BATTERY, FILTERS, FUEL - TROLLE	Y 000000	506.12
		I-5268-309490	610-4361-426	SUPPLIES	LED LIGHT - TROLLEY	000000	52.74
		I-5268-309515	610-4361-426	SUPPLIES	AIR - TROLLEY	000000	76.64
		I-5268-310120	610-4361-426	SUPPLIES	LUBE & FUEL - TROLLEY	000000	26.04
01-1348	EDDIE'S TRU	CK CENTER, I					
		I-X201034174:01	610-4361-426	SUPPLIES	FILTER, EXHAUST FLUID - TROLLE	Y 000000	305.08
		I-X201034528:01	610-4361-426	SUPPLIES	GASKET, AFM DEVICE - TROLLEY	000000	41.54
01-1543	ZEP SALES &	SERVICE					
		I-9002812161	610-4361-426	SUPPLIES	ZEP VOC, ZEP FORMULA - TROLLE	Y 000000	256.29
01-1626	SERVALL UNI	FORM AND LIN					
		I-2584389	610-4361-426	SUPPLIES	TOWELS & MATS - TROLLEY	000000	71.03
		1-2587399	610-4361-426	SUPPLIES	TOWELS & MATS - TROLLEY	000000	61.46
		I-2590413	610-4361-426	SUPPLIES	TOWELS & MATS - TROLLEY	000000	71.03
		I-2593451	610-4361-422	PROFESSIONAL	TOWELS & MATS - TROLLEY	000000	61.46
01-2174	SPECIALTY V	EHICLES					
		I-27612	610-4361-426	SUPPLIES	SWITCH PANEL - TROLLEY	000000	506.12
01-3346	REGIONAL HE	ALTH					
		I-214239C2296	610-4361-422	PROFESSIONAL	TESTING	000000	75.00
01-3975	FIRST NATIO	NAL CREDIT C					
		I-05-26-17 CC KRUZEL	610-4361-434	MACHINERY/EQU	DIAGNOSTIC SCANNER/TROLLEY	000000	268.95
				DEPARTMENT 3	61 TROLLEY DEPARTMENT	TOTAL:	3,392.60

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PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP DEPARTMENT: 362 MAIN STREET RAMP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	:	DESCRIPTION	CHECK#	AMOUNT
========				#=====================================	======================================	E224232724422	2=== = =
01-0429	BLACK HILLS	ENERGY					
		I-POWER 05-30-17	611-4362-428	UTILITIES	BROADWAY PARKING RAMP	000000	753.43
01-0578	TWIN CITY HA	RDWARE & LU					
		I-A333563	611-4362-426	SUPPLIES	MARKING PAINT FOR BRDWY RAMP	000000	150.78
		I-D361086	611-4362-426	SUPPLIES	WHITE STRIPING PAINT-PKNG RAME	000000	155.76
		I-D361891	611-4362-426	SUPPLIES	DRILL BITS/SCREWS, WOOD CLEANER	000000	62.33
01-3060	QUIK SIGNS	I-19963	611-4362-426	SUPPLIES	SIGNS - PARKING GARAGE	000000	35.20
01-3722	BLACK HILLS	ASPHALT LLC I-1142	611-4362-422	PROFESSIONAL	PAINT PARKING GARAGE	000000	2,198.98
01-3838	VAST BROADEA	AND I-PHONE 05-14-17 RAM	611-4362-428	UTILITIES	TELEPHONE 05/19-06/18/17/RAMP	000000	146.33
				DEPARTMENT :	362 MAIN STREET RAMP	TOTAL:	3,502.81
				FUND	611 MAIN STREET RAMP	TOTAL:	3,502.81

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REPORT GRAND TOTAL: 457,205.94

PACKET: 04064 COMBINED - 6/6/17

VENDOR SET: 01

FUND : 724 TIF #7 FIRST GOLD

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
						
01-0539	LEAD-DEADWOOL	SANITARY				
		I-051217	724-4000-429	OTHER EXPENSE DISSOLVED TIP	000000	1,544.10
01-0826	LAWRENCE CO.	AUDITOR				
		1-051217	724-4000-429	OTHER EXPENSE DISSOLVED TIF	000000	8,237.84
01-1743	LEAD-DEADWOOI	SCHOOL DI				
		I-051217	724-4000-429	OTHER EXPENSE DISSOLVED TIF	000000	22,229.54
		1 00404.				
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	32,011.48
				DEFARIMENT OUT HOW DEPARTMENTAL		
~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~						
				TYPE GOA MID HE PIDOM COLD	TOTAL -	22 011 49
				FUND 724 TIF #7 FIRST GOLD	TOTAL:	32,011.48



6-5-17 5A

Moonrise Mountain Enterprises of rural Whitewood, SD, respectfully asks the Deadwood City Commission for permission to continue to operate a seasonal Farmers Market on city property at the corner of Deadwood and Siever streets: https://www.google.com/maps/@44.375237,-
103.729898,3a,75y,290.54h,80.13t/data=|3m6|1e1|3m4|1s1JGzkiVDkGZMuKksDi6TEg|2e0|7i3328|8i1664|6m1|1e1

Locally raising and selling our foods, Dahl McLean and Talli Nauman are the proprietors of Moonrise Mountain Enterprises, which we established in 2004.

We are asking for a permit for the continued use of the described city property for a seasonal Farmer's Market in recognition of Deadwood's origins, which were reliant on the local supply of food from milk producers at the dairy of the historic Anderson Ranch adjacent to our place and on fruits, vegetables, grains and meat grown in our part of Lawrence County.

We would need the permission to set up and operate with our canopies, tables, and on-site signs every Friday from 9 a.m. to 2 p.m. from June through October in 2017, as conditions allow. The specific dates are: June 9, 16, 23, and 30; July 7, 14, 21, and 28; Aug. 4, 11, 18, and 25; Sept. 1, 8, 15, 22, and 29; Oct. 6, 13, 20, and 27. We agree with Chamber of Commerce Executive Director Lee Harstad to refrain from operation any time it would conflict with scheduled events at the premises leased to that entity.

We have operated a Farmers Market in Deadwood since 2011, with last year being our second season on city property. Two other producers with tables and canopies occasionally join us, each of us providing proof of our liability insurance to the City of Deadwood as warranted.

Farmers unload vehicles at the location at 9 a.m. and remove them to designated parking areas for the duration of the market, from 10 a.m. to 1 p.m. Then we reload vehicles and clean the area by 2 p.m.

While this is a very low-impact activity, we are responsible for and commit to maintaining the area we use to avoid any degradation of the property as it now exists and to safeguard its attractiveness. Tasks we perform to assure this include: sweeping, gathering litter, washing spills, and off-site disposal of trash in designated receptacles. We have a valid South Dakota sales tax license.

We have received verbal expressions of hearty support and endorsement for using the venue as a Farmers Market from the operators of the private property and business interests surrounding the proposed public site: Deadwood Chamber of Commerce Executive Director Lee Harstad, Teah Pray of Historic Boot Hill Bus Tours, Jim Shedd of Shedd Jewelers, Georgette Ohayon of Shankar Jewelry and Dee of Martin Mason Hotel, Deadwood Gold and Iron Horse.

Thank you for your consideration of a third year of permission. We look forward to your response at your earliest convenience.

Sincerely,

Marinen

Talli Nauman (and Dahl McLean) Co-Proprietors

Upcoming Requests for Special License from Deadwood History Inc.

6-5-17 5B

June 29: Party on the Patio with Putnam, Bristow and Jami Lynn — Deadwood History will host an evening of great musical entertainment with Kenny Putnam, Boyd Bristow and Jami Lynn. Historic Adams House lawn; 7:00 p.m.; admission \$10 per person; cash bar available. For more information, please call 605-722-4800. In case of inclement weather, the concert will be moved to the Homestake Adams Research and Cultural Center (HARCC).

September 8: Deadwood History *Big Thank You* — Deadwood History, Inc. board of directors and staff would like to thank our members, sponsors, and volunteers for their support with a private appreciation party at the Adams Museum on Friday, September 8. Join us for a wine-tasting sponsored by Cask & Cork Distributing, entertainment, light hors d'oeuvres, and Chubby Chipmunk Hand-Dipped Chocolates. Adams Museum; 5:00 p.m. — 7:00 p.m.

Prairie Hills Transit Balance Sheet As of March 31, 2017

5D 6-5-17

	Mar 31, 17	Mar 31, 16
ASSETS		
Current Assets		
Checking/Savings		422 400 D4
1011 · First Interstate Bank #5367	342,269,13	132,108.04
1014 · Pioneer Bank & Trust #1214	92,220.29	24,311.22
1040 - Petty Cash	2.22	20.00
1411 - Vending Petty Cash	0.00	70.00
1040 · Petty Cash - Other	90.00	70.00
Total 1040 · Petty Cash	90.00	90.00
1050 · Jefferson Lines Cash Drawer	200.00	200.00
1060 · Great Western Bank-6151	476,024.60	458,000.00
1065 - Great Western Bank-6150	223,582.10	222,006.00
1070 - Pioneer Bank & Trust #4669	27,015.11	26,974.73
1075 · B H Federal Credit Union	27.90	27.90
1085 · BH Fed Credit Union Savings	27,489.92	152,342.12
1090 · Black Hills Community #1007	51,064.65	51,013.62
Total Checking/Savings	1,239,983.70	1,067,073.63
A constant Programme Inc.		
Accounts Receivable 1110 · Accounts Receivable	70,833.98	263,919.55
1115 · Patronage Dividend Receivable	7,991.65	8,549.27
1113 · Patronage Divident Recavable 1120 · Due from Child Care Center	190,589,77	173,224.32
1121 - Due from Sturgis Nutrition Prog	5,114.27	8,838.07
1123 - Due from Black Hills Transit	10,000.00	10,000.00
Total Accounts Receivable	284,529.67	464,531.21
Total Nobolita (totalia	•	
Other Current Assets	107.40	0.00
12000 · Undeposited Funds	197.40	5,454.03
1315 · Inventory	5,866.44 69,231.24	82,196.83
1350 · Prepaid Insurance	2,769.38	1,923.38
1360 · Prepaid Expenses	2,769.36 73.80	73.80
2121 · Payroll Asset		
Total Other Current Assets	78,138.26	89,648.04
Total Current Assets	1,602,651.63	1,621,252.88
Fixed Assets		*** *** ***
1510 · Land - 2015 Tumble Weed	379,451.00	379,451.00
1520 - Land Improvements-2015 Tumble	414,501.14	414,501.14
1521 · Buildings - Bus Garage	3,362,779.33	3,362,779.33
1525 · Accum Depr - Buildings 2015	-897,648.56	-745,691.12
1540 - Accum Depr Land Improv-Tumble W	-135,901.41	-112,017.93 368,469.94
1580 · Furniture, Fixtures & Equipment	392,446.05	-187,782.96
1565 · Accum Depr-Furn, Fix, Eq-2015 T	-231,961.71	417,561.20
1570 · Software	419,636.89 -399,869.05	-384,477.84
1575 · Accum Depr - Software	2,473,537.86	2,276,651.77
1580 · Motor Vehicles	-1,724,373,41	-1,684,418.15
1585 - Accum Depr - Motor Vehicles 1590 - Logo	400.00	400.00
Total Fixed Assets	4,052,998.13	4,105,426.38
TOTAL ASSETS	5,655,649.76	5,726,679.26
LIABILITIES & EQUITY Liabilities Current Liabilities		
Accounts Payable		
2010 · Accounts Payable	24,852.12	18,424.73
Total Accounts Payable	24,852.12	18,424.73

Prairie Hills Transit Balance Sheet

As of March 31, 2017

_	Mar 31, 17	Mar 31, 16
Other Current Liabilities		
2011 · Jeff Lines Cash Drawer Pyble	58.50	58.50
2110 · Accrued Payroll	42,074.64	41,911.99
2120 · Accrued PTO	45,506.18	43,449.58
2130 · Federal Income Tax Payable	-29.11	3,114.90
2131 · FICA & Medicare Tax Payable	8.40	5,877.76
2132 · Pensioп Plans Payable	2,808.23	4,749.28
2133 - Unemployment Payable (SUTA)	2,447.42	2,426.98
2134 · Health Insurance Payable	-12.20	-378.29
2136 · Dental Insurance Payable	-214.00	0.12
2138 · United Way Pledge Payable	155.79	-19.35
2139 · Child Support Payable	152.31	-253.11
2140 · AFLAC Payable	113.04	163.36
2155 · Wage Garnishments Payable	240.00	0.00
2160 · Deferred Insurance Proceeds	0.00	217,440.52
Total Other Current Liabilities	93,309.20	318,542.24
Total Current Liabilities	118,161.32	336,966.97
Total Liabilities	118,161.32	336,966.97
Equity 3000 · Retained Earnings 3004 · Opening Balance Equity	1,330,739.51	1,330,739.51
Total 3000 · Retained Earnings	1,330,739.51	1,330,739.51
•	• •	2 026 694 67
3200 · Unrestricted Net Assets	4,157,835.34	3,936,684.67
Net Income	48,913.59	122,288.11
Total Equity	5,537,488.44	5,389,712.29
TOTAL LIABILITIES & EQUITY	5,655,649.76	5,726,679.26

Prairie Hills Transit Statement of Financial Income and Expense October 2016 through March 2017

	Oct '16 - Mar 17	
Income Prairie Hills Child Care	328.00	
4350 - Local Cash Match	£ 740.00	
4351 · Deadwood/Lead-Local Cash Match	5,749.99	
4352 Spearfish-Local Cash Match	33,158.00	
4353 · Whitewood-Local Cash Match	1,000.00	
4354 · Sturgis-Local Cash Match	7,000.00	
4355 · Belle Fourche-Local Cash Match	12,800.00	
4356 · Edgemont-Local Cash Match	8,000.00	
4357 · Hot Springs-Local Cash Match	16,000.00	
4358 · Custer-Local Cash Match	100.00	
4359 · Newell-Local Cash Match	200.00	
Total 4350 · Local Cash Match	84,007.99	
FOAA Onne CTATE FUNDS CT	86,931.09	
5014 · Grants - STATE FUNDS - GT	3,858.34	
5015 - Expense Reimbursement-5310	•	
6017 · Grants - 5311	304,837.99	
5018 · Grants - Title IIIB	63,931.72	
5020 · Grants - RTAP	266.60	
5021 · Expense Relmbursement (5309) 5024 · United Way Grant	7,808.64	
5025 · Northern Hills - United Way	4,180.00	
	3,393.37	
5026 · Southern Hills - United Way	2,635.81	
5027 · Sturgis - United Way		
Total 5024 · United Way Grant	10,209.18	
5030 · 5339 Grant 5100 · Billing	47,448.87	
5102 - Senior Fares	20,278.00	
	36,762.00	
5103 · Youth Transportation	66,499.00	
5104 · Public		
Total 5100 · Billing	123,539.00	
5210 · Fare Box	.=	
5211 · Senior Donations	17,023.05	
5212 · Senior Fares	70.00	
5213 · Youth Transportation	7,978.00	
5214 · Public	356.00	
5217 · Assisted Living Ambulatory 5214 · Public - Other	3,616.10	
Q2.14 1 Q2.15 0 Q2.14		
Total 5214 · Public	3,972.10	
5215 · Van Pool-National Guard	12,101.00	
5216 · Van Pool-National Guard		
Total 5215 · Van Pool	12,101.00	
Total 5210 · Fare Box	41,144.15	
5410 · Interest Income	298.45	
5450 · Title 19/Medicaid	74,892.37	
5516 · Bus Facility Rental Income	9,025,85	
5521 · Less Write Off Account	-301.00	
5700 · Jefferson Lines Income	4 740 70	
5720 · Jefferson Commission	1,742.72	
Total 5700 · Jefferson Lines income	1,742.72	
6000 · Regional Hospital Contract		
6010 · RH Discharge Transportation	131,020.00	
Total 6000 - Regional Hospital Contract	131,020.00	

Prairie Hills Transit Statement of Financial Income and Expense October 2016 through March 2017

	Oct '16 - Mar 17
6110 · Gain-Loss On Disposal of Assets	3,766.67
6510 · Advertising Income	1,265.00
6610 · Insurance Claim (gain/loss)	-34,058.66
6700 · Unrealized gains/losses	-13,663.79
6701 · Realized Gain/loss	1,364.98
6710 - dividend recieved	487.28
6810 - Miscellaneous Income	1,903.81
Total Income	952,055.25
Gross Profit	952,055.25
Expense	
69800 · Uncategorized Expenses	336.41
7220 · Salaries	77,236.28
7221 · Accrued PTO Expense	1,028.32
7224 · Wage	342,794.10
7310 · FICA & Medicare Expense	31,326.93
7320 - Group Health Insurance	14,323.26
7321 · Group Life Insurance	1,419.23
7322 · Group Dental Insurance	561.94
7410 · Pension & Retirement	5, 297 .19
7410 · Pension & Retriement 7412 · Unemployment (SUTA)	2,326.89
7413 · Workers Comp Insurance	17,842.15
	207.38
7415 · Employee Training	41.73
7416 Employee Relations	60.00
7417 · Employee Background Check	11,763.20
7520 - Auditing	885.96
7540 · Advertising/Public Relations	3,497.49
7542 Computer Service	426.00
7543 · Employee Physicals	2,337.71
7600 - Bank Charges	_,000
7605 - Credit Card Service Fees	522.47
7606 · Fuel Account Administration Fee	278.77
7605 · Credit Card Service Fees - Other	
Total 7605 · Credit Card Service Fees	801.24
7610 · Bad Debt Account	0.00 8,028.05
7710 · Supplies	1,693.10
7713 · Printed Supplies	888.90
7715 · Office Furniture & Equipment	7,179.10
7810 · Telephone	871.63
7910 - Postage / Mailing Service	92.84
8011 - Maintenance & Repairs - Equip	52.07
8012 · Contract/Purchased Service	2,703.85
8015 · Contract Svce-Computer Contract	4,941.63
8016 · Cont Syce-Alarm/Clean/snow/lawn	7,645,48
Total 8012 · Contract/Purchased Service	·
8013 - Professional Fees	200.00
8014 · Maint & Repairs - Facility	24,400.66
8025 - Utilities	18,889.18
8220 · Dues, Books & Subscriptions	1,848.20
8310 · Travel	
8321 · Travel-Svce Area/board/Training	3,120.84
8322 · Travel-Mileage/Per Diem/Lodging	1,409.87
B310 · Travel - Other	25.07
Total 8310 · Travel	4,555.78
8311 · Fuel & Oil	47,952.32
	

11:57 AM 05/31/17 Accrual Basis

Prairie Hills Transit Statement of Financial Income and Expense October 2016 through March 2017

	Oct '16 - Mar 17
8314 · Maint & Repairs - Vehicles	
8317 · Maint & Repair-Normal	4,045.55
8318 · M & Repair-Major Repairs	1,114.59
8319 · Maint & Repair - Tires	60.63
8314 · Maint & Repairs - Vehicles - Other	224.53
Total 8314 · Maint & Repairs - Vehicles	5,445.30
8316 - Licenses	16.00
8320 · Jefferson Lines Garage Expense	774.66
8650 · Depr - Land Improvements 2015	11,941.74
8651 · Depr - Buildings 2015	75,978.72
8652 - Depr - Furn, Fixt, Equip	18,652.26
8653 - Depr - Vehicles	47,179.02
8654 · AMORTIZATION - SOFTWARE	4,856.40
8710 · Property- Lialibility Insurance	20,132.96
8712 - Work Comp Deductible	1,721.12
8713 · Other insurance	297.03
8714 · Vehicle Insurance	28,021.50
9160 · RTAP Expenses	241.25
9161 Reimburseable Expenses	31,053.15
9165 · Inelligible expense	1,740.75
9175 - Maint & Repairs-20% Local Match	3,324.27
9300 · PHCCC Expenses	
9303 · PTO ACCRUAL EXPENSE	-259.09
9305 - PHCCC WC	691.72
9307 - PHCCC Food Inventory	1,747,86
	303.78
9308 · PHCCC Supplies 9309 · PHCCC Fuel Surcharge	5.00
9309 · PHCCC Expenses - Other	115.01
Total 9300 · PHCCC Expenses	2,604.28
9400 · ST NUTR Expense	
9403 - ST NUTR PTO ACCRUAL EXPENSE	111.32
9406 - ST NUTR WC	100.78
9407 - ST NUTR Food Inventory	4,078.00
9408 · ST NUTR Supplies	452.66
9409 - ST NUTR Fuel Surcharge	25.00
9400 - ST NUTR Expense - Other	21.44
Total 9400 · ST NUTR Expense	4,789.20
Total Expense	897,528.26
Net Income	54,526.99
HET INCOME	

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



"The Historic City of the Black Hills"

Deadwood, South Dakota 57732

6-5-17 5F

BOB NELSON, JR.

Planning and Zoning Administrator Telephone: (605) 578-2082 Fax: (605) 578-2084 bobjr@citvofdeadwood.com

MEMORANDUM

Date:

June 2, 2017

To:

Deadwood City Commission

From:

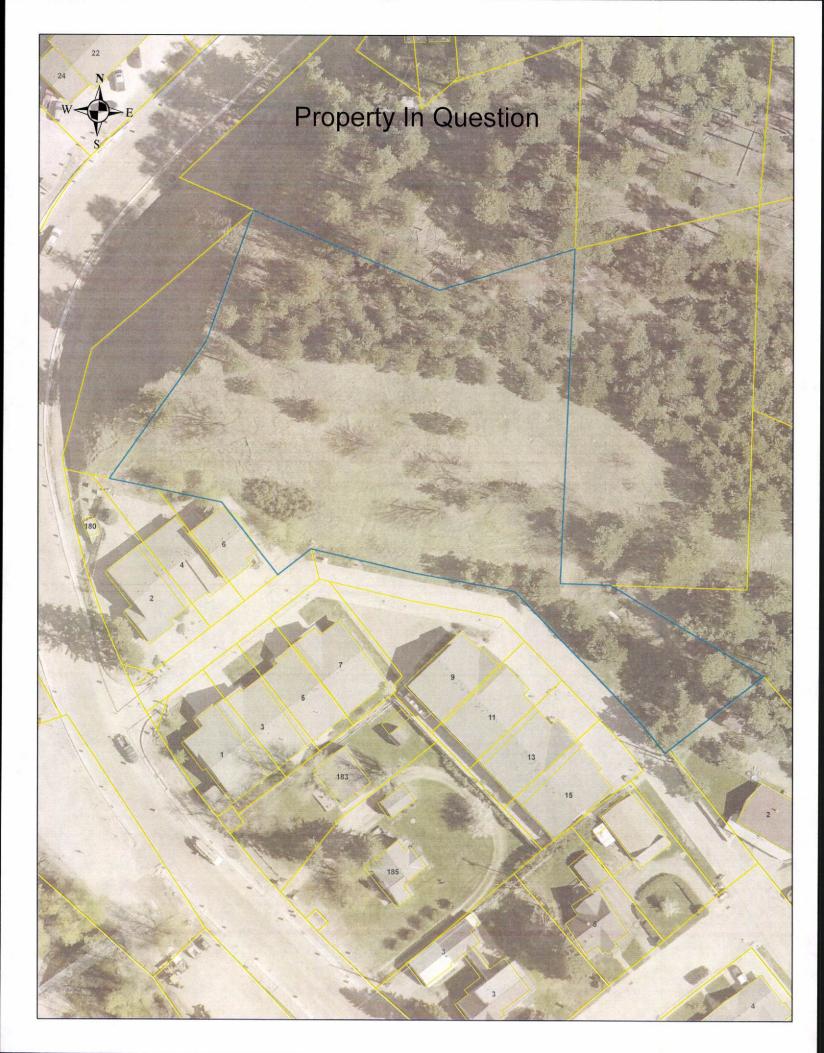
Bob Nelson, Jr., Planning and Zoning Administrator

Re:

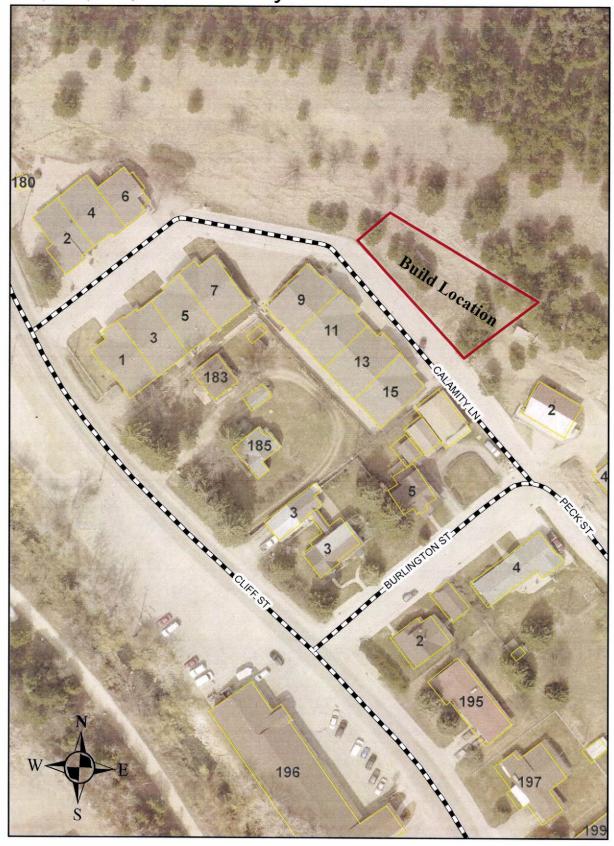
Calamity Lane - Neighborhood Housing Property

In October 2016 Neighborhood Housing Services proposed constructing four housing units on a parcel of property located adjacent Calamity Lane. The project as proposed required a variance of six feet from the front setback. At the public hearing for the variance many of the residents raised concerns about the proposed development in regards to safety, parking, and emergency access. As a result of the public hearing the Planning and Zoning Commission as well as the Board of Adjustment denied the variance request. This denial does not prohibit building on this property however it did prohibit building in the setback due to concerns of the local area residents.

As a result of the denial, Neighborhood Housing Services proposed the City purchase the property to utilize as a green space for the local residents or to protect the area from future building. After the committee meeting with Neighborworks, it was asked if a fair market appraisal could be obtained for the property and since has been provided to the City. Neighborhood Housing is proposing the City of Deadwood purchase the property for \$50,000. The parcel is 1.53 acres in size and was donated to Neighborhood Housing Services in 2014. Attached are maps and site plans of the property for your reference.



10, 12, 14, 16 Calamity Lane Variance





LEAD AREA CHAMBER OF COMMERCE

Lead Sd 57754 Lead, SD 57754 605-584-1100

Invoice

 Date
 Invoice #

 5/15/2017
 3191

6-5-17

Bill To

City of Deadwood-s

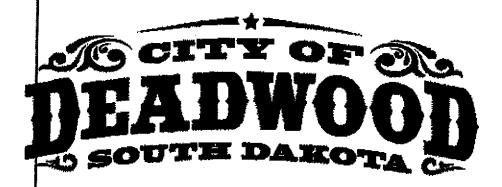
		P.O. No.	Terms	Project	
		·			
····					
Quantity	Description		Ra	te Amou	unt

Sponsor for an event- 4th of July
Sales Tax

We are now accepting credit card
payments.

Please call us to set up your payment by
credit card

Thank you for your 4th of July Sponsorship! #	Total \$6	6,000.00
	Payments/Credits	\$0.00
	Balance Due se	6,000.00



Event Complex Rental and Use Agreement

Event: BLACK HILLS VETERANS MARCH AND MARATHON

Date: 22-23 September 2017

Event Weeken 9/23

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

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



Outdoor Event Complex Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Evert Name:	Black Hills	Veterans March and Marathon
Contact Information:		
Name of Applicant:		Joshua Wermers
	Black Hills Vet	
l l		
1		
Business Phone:	605-786-2032 Cell Phone:	605-786-2032
Email Address:		werm.wermers@gmail.com
Dates Event Complex requested:		
Set up Date(s):	22 September 2017 Hour(s):	10 A.M. to 10 P.M.
Event Date s):	23 September 2017 Hour(s):	5 A.M. to 830 P.M.
Clean-up Date(s):	23 September 2017 Hour(s):	6-830 P.M.
uproximate number of people who v	villattend. <u>350</u>	
		Office use Only
I am applying to use the:	☐ Ticket Booth	Key#
(Please check property requested)	Main Grandstand Concession	Key#
	Crow's Nest	Key#
1	図 Main Grandstand Restrooms	Key #
ľ	☑ ViP Grandstand	Key#
i i	Baseball Field(s)	Key#
	Baseball Field Restrooms Baseball Field Restrooms Baseball Field Restrooms	Key #
	Venue Seating	
	Parking Lots	

Page 3

Version 5 - 12/1/15

Deadwood Event Complex Rental and Use Agreement

Renter Type: (Check One)	For-Profit CI Private Estategorses obove defined in the Complex in	Non-Profit G	overnment
Rental Fees:	•		
	Event Complex Facilities	Parking Lots	Seseball Fields
D-iv-a-	\$95 / Hr.	\$25 / Hr.	\$25 / Hr.
Private	\$300 / Day	\$200 / Day	\$100 / Day
Non-Builtin	\$30 / Hr.	\$25 / Hr.	No charge
Non Profit	\$250 / Day	\$150/Day	No charge
Ca-D-die	\$75 / Hr.	\$65/Hr.	\$35 / Hr.
For Profit	\$500 / Day	\$500 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge
i	Key Deposit (One Key or All Ke Guidelines for cancellation and	l reservation policies.	
ees		efundable Deposits	
vent Complex Faciliti	as 5 500.00	You Damair É	
- I		Key Deposit S	
arking Lots	\$ Cleaning/Da	Key Deposit \$	
arking Lots aseball Fields	\$Cleaning/Oa \$	mage Deposit \$	
vent Complex Faciliti Parking Lots Paseball Fields Potal Fees	\$ Cleaning/Da \$ \$ To	mage Deposits \$5	00.00
arking Lots aseball Fields otal Fees	\$Cleaning/Oa \$	mage Deposits \$5	00.00
arking Lots asebali Fields otal Fees lease write separa	\$ Cleaning/Da \$ \$ To	mage Deposits \$5	00.00
arking Lots aseball Fields otal Fees lease write separar organization:	S Cleaning/Da S To te checks to the City of Deadw	mage Deposit \$5	DD.00 and one check for deposits)
arking Lots aseball Fields otal Fees lease write separar organization;	\$ Cleaning/Da \$ \$ To	mage Deposits \$5 tal Deposits \$5 ood (one check for event	DD.00 and one check for deposits)
arking Lots aseball Fields otal Fees lease write separar rganization;	S Cleaning/Da S To te checks to the City of Deadw	mage Deposits \$5 tal Deposits \$5 ood (one check for event of the check) Title:Date:	DD.00 and one check for deposits)
larking Lots laseball Fields lotal Fees lease write separal leganization; lame: lignature;	\$ Cleaning/Da \$ \$ \$ To te checks to the City of Deadw	mage Deposits \$5 tal Deposits \$5 ood (one check for event of the check for event	00.00 and one check for deposits)
larking Lots laseball Fields lotal Fees lease write separar leganization; lame: lignature; or Office Use Only: late Fees Received:	S Cleaning/Da S To te checks to the City of Deadw	rnage Deposit \$	DD.00 and one check for deposits)

Page 5

Version 5 - 12/1/15

Date Received	2017 2010 License No. RB-23170
Date Issued	
Mail this copy to: Department of Revenu	olic Beverage License Application e, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100
A. Owner Name and Mailing Address	B. Business Name and Address
· · · · · · · · · · · · · · · · · · ·	Dusmoss Haire and Address
THE MIDWAY LLC	Lic# RB-23170
21092 GRIZZLY GULCH LOOP	THE MIDWAY
DEADWOOD, SD 57732	3 US HIGHWAY 385
Owner's Telephone#:	DEADWOOD, SD 57732
	Business Telephone #: (605) 920-8680
C. Indicate the class of license being applied for	D. Legal description of licensed premise:
(submit separate application for each class of licer	30900 - 00107-000-11
Retail (on-sale) Liquor	MS 107 P 12/22 11 14 (10 M)
Retail (on-sale) Liquor - Restaurant	M.S. 107 & 1293 LOTA-IENHI (NOAC) H2 (NAC) & H3 (1085Q FF) Mineral-Deadwood (1085Q FF)
Retail (on-off sale) Wine	1"2 (11.4C) X H3, (10.850 FF)
Package (off-sale) Liquor	Mineral-Deadwood
X Retail (on-off sale) Malt Beverage	Have you ever been convicted of a felony? I I Vec I Name
Retail (on-off sale) Malt Beverage & SD Farm	Do you own [X] or lease [] this property? (Check one)
Package (off-sale) Malt Beverage	그는 그는 사람들 중심한 얼굴 모르고 가면 하는 사람들이 되는 사람들이 가지 않는데 그 것이다.
Package (off-sale) Malt Beverage & SD Farm	VY III.G
Other (please classify)	Alcohol licenses will not be reissued unless all state taxes are paid or are not delinquent
Transfer Fee \$150.00	
Number of other Package Liquor Licenses held:	F. Contact the TTB for Federal Alcohol registration at
Number of other On-sale Liquor Licenses held:	
Is this License in active use? Xes []No	G. New license? Transfer? (\$150) Re-issuance?
agrees to permit agents of the Department of Revent and agrees this application shall constitute a contract	ies under the penalties of perjury that all statements herein are true and correct; ory requirements for the class of license being applied for and in addition he access to the licensed premises and records as provided in SDCL 35-2-2.1, to between applicant and the State of South Dakota entitling the same or any ords at any time for the purpose of enforcing the provisions of Title 35 SDCL,
I. Any application required to be submitted to a local	governing board must be signed in the presence of the city or county auditor,
mi ci	Yes []No County: _
This application was subscribed and sworn to before	me this 21St
Approving Officer's Telephone Number (1005) 5	18-2600 Signature MRS Vox holls
application was held, not less that vote recommends the approval and granting of this I and applicant have been reviewed and conform to the	Notice of hearing was published on Public hearing on the n SEVEN (7) days after official publication. The governing body by majority icense and certifies that requirements as to location and suitability of premises a requirements of local and South Dakota law.
Application approved for Sunday on-sale operation? Are real property taxes paid to date? [] Yes [] No Ineligible for video lottery [] Number of video lottery terminals on licensed premi	Amount of fee collected with application \$ 300.00
For Local Government Use	Transferred (State Use)
	From
Seal)	Sales tax approval Date
Mayor or Chairman f disapproved, endorse reason thereon and return to appli	state Liquor authority: approval review
Plan	se complete reviews side

Date Received 201	7 101 License No. <u>RB-24024</u>
Date Issued 201	7-2018 License No. RB-24024
Uniform Alcoholic Dov	vousse Tiermer Amuliantiem
Mail this conv to: Department of Revenue, Special T	rerage License Application Fax Division 445 East Capitol Ave Pierre, SD 57501-3100
A. Owner Name and Mailing Address	B. Business Name and Address
A. Owner Hame and Maning Address	b. Dusiness Name and Address
	Lic # RB-24024
WINERY HILL CITY LLC	NAKED WINERY DEADWOOD
23851 HIGHWAY 385	692 MAIN ST
HILL CITY, SD 57745	DEADWOOD, SD 57732
Owner's Telephone#: (605) 574-9550	Business Telephone #: (605) 574-9550
C. Indicate the class of license being applied for	D. Legal description of licensed premise:
(submit separate application for each class of license).	Ociamal Town of Deadwood
Retail (on-sale) Liquor	Original Town of Deadwood Lot 11 = All ex 5 of Lot 12
Retail (on-sale) Liquor - Restaurant	1 pot 11 = 411 Ex 2 00 poi 12 1
Retail (on-off sale) Wine	71/21
Package (off-sale) Liquor	Here you over hear convicted of a follows? [1Ver 5 1Ne
X Retail (on-off sale) Malt Beverage Retail (on-off sale) Malt Beverage & SD Farm Wine	Have you ever been convicted of a felony? [] Yes No
Package (off-sale) Malt Beverage	Do you own [] or lease [] this property? (Check one)
Package (off-sale) Malt Beverage & SD Farm Wine	E. State Sales Tax Number: 1030-7812-ST
Other (please classify)	Alcohol licenses will not be reissued unless all state taxes are
Transfer Fee \$150.00	paid or are not delinquent
Number of other Package Liquor Licenses held:	F. Contact the TTB for Federal Alcohol registration at
Number of other On-sale Liquor Licenses held:	1-800-937-8864.
Is this License in active use? []Yes []No	G. New license?Transfer? (\$150) Re-issuance?
and agrees this application shall constitute a contract between peace officers to inspect the premises, books and records at ar as amended. Date CLAT Altini Name LIMBONIAL I. Any application required to be submitted to a local governing the town clerk or notary public. This applies to ALL applica municipalities, airports, solicitors, dispensers, carriers, transperson Place of business is located in a municipality? [X] Yes [This application was subscribed and sworn to before me this Approving Officer's Telephone Number COS 381-33. J. APPROVAL OF LOCAL GOVERNING BODY - Notice of application was held, not less than SEVEL vote recommends the approval and granting of this license ar and applicant have been reviewed and conform to the required.	g board must be signed in the presence of the city or county audital NDs tions EXCEPT the following: distillers, manufacturers whole are is nortation companies, and farm wineries. No County: day of CEXP day of Public hearing was published on Public hearing was published on Public hearing body by majority and certifies that requirements as to location and suitability of premises ements of local and South Dakota law.
Application approved for Sunday on-sale operation? [] Yes Are real property taxes paid to date? [] Yes [] No Ineligible for video lottery [] Number of video lottery terminals on licensed premise:	Amount of fee collected with application \$ Amount of fee retained \$ Forwarded with application \$
For Local Government Use	Transferred (State Use)
	From
(Scat)	Sales tax approval Date
Mayor or Chairman If disapproved, endorse reason thereon and return to applicant	STATE LIQUOR AUTHORITY: APPROVAL REVIEW

6-5-17

CONTRACT BETWEEN CITY OF DEADWOOD AND ROBB CAMPBELL, INDEPENDENT CONTRACTOR

This Agreement is between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives department (hereinafter referred to as "CITY") and Robb Campbell of 311 Canyonview Lane, Spearfish, South Dakota 57783 (hereinafter referred to as "CAMPBELL").

The purpose of this Contract is to set forth the terms and conditions of the agreement between CITY and CAMPBELL for services related to the production of oral histories, focusing on the development of limited gaming or other subjects related to the history of Deadwood, Lawrence County, South Dakota.

The parties desire to enter into an agreement whereby CAMPBELL agrees to create and provide to CITY ten (10) oral histories; and

CAMPBELL has the experience and expertise to produce the oral histories.

Based upon the representations and understanding of each party, CITY and CAMPBELL agree as follows:

- 1. The Recitals set forth above are herein incorporated and made part of this Agreement;
- 2. The parties agree it is CAMPBELL'S responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, and comply with the Equal Employment Opportunities Act.
- 3. CAMPBELL shall provide his own office space, equipment and materials to meet the requirements of this agreement.
- 4. CAMPBELL shall create and provide CITY with ten (10) completed oral histories and one (1) copy of the transcribed interview, interview recordings and an oral history release form by December 31, 2017.
- 5. Upon completion of each oral history, CAMPBELL shall provide CITY one copy of the transcribed interview, interview recordings, an oral history release form, and vouchers for work completed.

- 6. CAMPBELL shall remain solely responsible for the content and accuracy of the transcriptions.
- 7. CITY shall pay CAMPBELL the sum of Six Hundred Seventy-five and no/100s Dollars (\$675.00) per completed oral history, for a total not to exceed Six Thousand Seven Hundred Fifty and no/100s Dollars (\$6,750.00), for work completed and this amount cannot be exceeded unless change orders are agreed upon in writing by both parties;
- 8. Prior to scheduling any oral histories, the CITY shall select the interview subjects.
- 9. With the sole exception of the typing of transcriptions of interviews, CAMPBELL may not subcontract any portion of this contract or any portion of the work.
- 10. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
- 11. Either party may terminate this agreement upon providing the other party with thirty (30) days notice in writing and served upon the other party via certified mail; however within one (1) week of such notice, CAMPBELL shall provide to CITY all original documents produced at that time.
- 12. CAMPBELL is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between CITY and CAMPBELL. CAMPBELL does not have authority to hire any person on behalf of CITY.
- 13. CAMPBELL shall indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of CAMPBELL as set forth in this agreement.
- 14. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.
- 15. 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 acknowledgments on following page]

Dated this day of	, 2017.
	CITY OF DEADWOOD
	By:Charles M. Turbiville, Mayor
ATTEST:	
Mary Jo Nelson City Finance Officer	
Dated this day of	, 2017.
	Robb Campbell, Independent Contractor
State of)) SS)
On this day of personally appeared Robb Campb proven to be the person whose nat that he executed the same for the pu	, 2017, before me, the undersigned officer bell, Independent Contractor, known to me or satisfactorily me is subscribed to the within instrument and acknowledged urposes therein contained.
IN WITNESS WHEREOF,	I have set my hand and official seal.
(SEAL)	
	Notary Public My Commission Expires:



ROGERS CONSTRUCTION, INC.

1871 Lazelle St Sturgis, SD 57732 6-5-17

Office: 605-722-4080 Fax: 605-722-4088

rogersconstruction2@rushmore.com

June 1, 2017

City of Deadwood Deadwood, SD

Project consists of:

- 1) Painting of fences
- 2) Painting fences around crows-nest and around arena at Rodeo Grounds.

Price includes all equipment and labor. City of Deadwood supplies paint.

Total Estimated Bid- \$3,500.00

If you have any question please feel free to call me anytime at 605-580-2425

Thank you,

James Rogers

Rogers Construction, Inc.

6-5-17 6K

AGREEMENT BETWEEN CITY OF DEADWOOD AND QUALITY SERVICES, INC.

This agreement is made by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, (hereinafter referred to as "CITY") and QUALITY SERVICES, INC. with its principal place of business located at 1621 Sheridan Lake Road, Ste. A, Rapid City, SD 57702-3432, (hereinafter referred to as "QSI").

WHEREAS, the purpose of this agreement is to set forth the terms and conditions of the agreement between CITY and QSI to finalize the archeology performed in 2010 at the Deadwood Recreation Center located at 105 Sherman Street by providing curation of the artifacts discovered during construction of the Deadwood Recreation Center at 105 Sherman Street; and

WHEREAS, CITY has accepted the proposal from QSI to curate the artifacts in the amount of Forty-nine Thousand Eight Hundred Sixty and no/100s Dollars (\$49,860.00); and WHEREAS, based upon the representations and understanding of each party, CITY and QSI agree as follows:

- 1. The Recitals set forth above are herein incorporated and made part of this Agreement;
- 2. QSI shall catalog the Deadwood Recreational Center artifacts using the South Dakota Archaeological Research Center's HACS (Hierarchical Artifact Catalog System) utility;
- 3. QSI will prepare the collection in accordance to Deadwood Historic Preservation Department specifications. CITY will provide QSI with printed guidelines at beginning of project;
- 4. CITY shall furnish QSI with archival supplies to for the curated artifacts. Supplies will be delivered every two weeks upon submittal of bi-weekly invoices;
- 5. QSI shall submit invoice(s) on a bi-weekly basis in a total amount of Forty-nine Thousand Eight Hundred Sixty and no/100s Dollars (\$49,860.00);

- 6. QSI may not subcontract any of the services to be provided by this agreement;
- 7. Any changes or additional work must be approved in writing by both parties prior to any changes being made;
- 8. Either party may terminate this agreement upon providing the other party with thirty (30) days' notice, in writing, and served upon the other party via certified mail; however, within one (1) week of such notice, QSI shall produce work completed at that time;
- 9. QSI is an independent contractor and this agreement shall not be construed as creating any type of relationship, including, but not limited to, principal and agent, or employer and employee between CITY and QSI;
- 10. The parties agree it is QSI's responsibility to comply with all local and state laws relating to workman's compensation, register, report and pay all necessary taxes and insurance, including, but not limited to Social Security, FICA, Unemployment Insurance and comply with the Equal Employment Opportunities Act;
 - 11. QSI does not have the authority to hire any person on behalf of CITY;
- 12. QSI shall indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expenses, including attorneys' fees arising out of, or in connection with any conduct or work of QUALITY SERVICES as set forth in this agreement;
- 13. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota; and
- 14. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

[signatures and acknowledgments on following page]

Dated this day of	, 2017.	
	CITY OF DEADWOOD	
	By Charles Turbiville, Mayor	

ATTEST:	
Mary Jo Nelson City Finance Officer	
Dated this day of	, 2017.
	QUALITY SERVICES, INC.
	By:
State of South Dakota)) SS
County of)
On this day of personally appeared Lance Rom , satisfactorily proven to be the pers	, 2017, before me, the undersigned officer President of Quality Services, Inc., known to me or son whose name is subscribed to the within instrument and e same for the purposes therein contained.
IN WITNESS WHEREOF	, I have set my hand and official seal.
(SEAL)	
,	Notary Public
	My Commission Expires:

AGREEMENT BETWEEN THE CITY OF DEADWOOD AND COMPLETE CONCRETE, INC. d/b/a COMPLETE CONTRACTING SOLUTIONS RECONSTRUCTION OF 53 TAYLOR STREET RETAINING WALL

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and COMPLETE CONCRETE, INC., d/b/a CONTRACTING SOLUTIONS, with its principal place of business located at 7201 Mt. Rushmore Road, Suite 100, Rapid City, SD 57701, hereinafter referred to as "CONTRACTOR;"

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the reconstruction of the retaining wall located at 53 Taylor Street in strict accordance with the Contract Documents, within the time set forth herein; and,

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

WHEREAS, CITY has ALBERTSON ENGINEERING, INC, 3202 W. Main Street, Suite C, Rapid City, SD 57702, as the "ARCHITECT" for all references herein, and

WHEREAS, the CITY has accepted the bid proposal from CONTRACTOR and provides compensation in an amount of Eighty One Thousand Five Hundred and no/100s Dollars (\$81,500.00) for the services set forth above, the parties agree as follows:

- 1. The Recitals set forth above are herein incorporated and made part of this Agreement;
- Contractor shall remove the 75 linear feet of existing fencing, 120 square feet of concrete paving;

- 3. All stone veneer shall be a dry stacked stone appearance at front face of wall, Stone wall shall be anchored to concrete wall every 2.67 square feet minimum. Grout solid between stone veneer and concrete wall;
- CONTRACTOR shall remove and reset paver, existing stacked retaining wall and stairs;
- CONTRACTOR shall salvage existing stone on wall being replaced and install as veneer. All existing stone note reinstalled shall be neatly stockpiled on site for the City to pick up and take to their salvage yard.
- CONTRACTOR shall replace all damaged turf with sod;
- 7. CONTRACTOR shall repave colored sidewalk using the same previous stained concrete purchased from Bierschbach: Part # LC 2235 Terra Cotta Liquid Color. CONTRACTOR shall provide a sample to owner prior to casting;
- 8. The contract document consists of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The contract represents the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral;
- CONTRACTOR shall fully execute the work described in the contract documents;
- 10. CONTRACTOR shall replace chain link fence;
- 11. CONTRACTOR shall achieve substantial completion of the project by the end of Summer 2017;
- 12. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by ARCHITECT;
- 13. CONTRACTOR shall comply with the following miscellaneous provisions:
 - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
 - b. All work shall be done in a professional workmanlike manner;
 - c. All work will be subject to final inspection by Deadwood Public Works

Director and Historic Preservation Officer before acceptance;

- d. All work is to be completed in accordance with existing building codes;
- e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
- f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the from any claims or damages arising out of or in conjunction with the work contemplated herein; and
- g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorneys fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this day of	, 2017.	
	CITY OF DEADWOOD	
	By: Charles Turbiville, Mayor	
ATTEST:		
Mary Jo Nelson City Finance Officer		

Dated this day of	, 2017.
	COMPLETE CONTRACTING SOLUTIONS.
	By:Cindy Buren, President
State of South Deleger	
State of South Dakota)) SS
County of)
personally appeared Undy	of, 2017, before me, the undersigned officer, Buren, the President of Complete Contracting Solutions and ted the same for the purposes therein contained.
IN WITNESS WHEF (SEAL)	REOF, I have set my hand and official seal.
	Notary Public
	My Commission Expires:

Note-weagreeto have this policy when we accept grant-funds.

percent (100%) of all remaining PROJECT costs. The CITY will also be one hundred percent (100%) responsible for any PROJECT costs incurred prior to the date of the letter of award.

10. The CITY certifies the CITY has a conflict of interest policy and enforces said policy.

- 11. The CITY certifies the CITY has filed an Internal Revenue Services (IRS) Form 990 in compliance with federal law, if applicable. The CITY will display the filed IRS Form 990 on the CITY'S website immediately upon filing.
- 12. The CITY certifies the CITY employs an effective internal control system.
- 13. The CITY certifies the CITY is in compliance with the federal Single Audit Act and the requirements of SDCL § 4-11-2.1, if applicable. The CITY further certifies audits are displayed on the CITY'S website.
- 14. The CITY will include provisions in the CITY'S contracts and subcontracts requiring the CITY'S contractors and subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE, all in a manner consistent with this Agreement. The CITY will cause the CITY'S contractors, subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 15. The CITY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of the CITY'S performance under this Agreement. This section does not require the CITY to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.
- 16. All PROJECT charges will be subject to audit by the STATE. The CITY and the CITY'S contractors and subcontractors will keep accounting records clearly identified with this Agreement, and will support all PROJECT charges by documents which evidence, in detail, the nature and propriety of those charges.
- 17. Upon reasonable notice, the CITY and the CITY'S contractors and subcontractors will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The CITY will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement.
- 18. The CITY will abide by the requirements of Title VI of the Civil Rights Act of 1964, incorporated in and attached to this Agreement as **Exhibit D**.
- 19. The CITY will perform under this Agreement in compliance with the Americans with Disabilities Act of 1990 and any amendments.
- 20. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.
- 21. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the STATE may terminate this Agreement. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
- 22. The parties may terminate this Agreement by mutual written agreement. The STATE may also terminate this Agreement if the CITY breaches any terms of this Agreement. If the STATE terminates this Agreement due to the CITY'S breach, then any payments owed to the CITY at the time of termination may be adjusted to cover any additional costs to the STATE because of the

RESOLUTION 2017-12

A RESOLUTION ADOPTING A CONFLICT OF INTEREST POLICY FOR ELECTED AND APPOINTED OFFICIALS OF THE CITY OF DEADWOOD.

WHEREAS, South Dakota Codified Laws (SDCL) Section§ 1-56-10 requires that all non-state agencies receiving state grants and awards from a state agency adopt and enforce a conflict of interest policy; and

WHEREAS, the City of Deadwood receives grant dollars from the State of South Dakota either directly or through federal pass-through funds which will be subject to the statutory requirement that it enforce a conflict of interest policy; and

WHEREAS, while provisions addressing conflicts of interest for municipal officials currently exist in state law, the Commission wishes to adopt a conflict of interest policy that incorporates these statutory requirements and assists its elected and appointed officials in recognizing, disclosing, and avoiding conflicts or interests; and

WHEREAS, adopting a conflict of interest policy will clarify expectations from the public when elected and appointed officials are conducting City business; and

WHEREAS, the City of Deadwood deems it is in the best interest of the City to adopt this Conflict of Interest Policy for the Commission and for all elected and appointed officials of the City.

NOW THEREFORE, BE IT RESOLVED, by the City of Deadwood, that there is hereby established the following Conflict of Interest policy, which in its entirety reads as follows:

CITY OF DEADWOOD CONFLICT OF INTEREST POLICY FOR ELECTED AND APPOINTED OFFICIALS

The City of Deadwood seeks to prevent and avoid any conflicts of interest in the conduct of its business operations and to avoid the appearance of such conflicts to the public it serves. Each elected and appointed official has the duty to place the interests of the citizens of Deadwood foremost in any dealings on behalf of the City and has a continuing responsibility to comply with this Policy. This policy applies to any elected or appointed official who serves on the Commission, who serves on any board, committee, or who is appointed to serve the City in any capacity pursuant to SDCL Chapter 9-14 (collectively referred to as "Official").

Conflicts of interest may exist when an Official, or an immediate family member or such Official, has a personal or financial interest clearly separate from that of the general public on a matter before the Official. An immediate family member for purposes of this policy is any person related to an Official within the first degree of consanguinity and includes a spouse, parent, child, grandparent, grandchild or an individual claimed by the Official or his/her spouse as a dependent for federal income tax purposes. Such conflicts of interest may be financial or personal, direct or indirect, and the existence of a conflict of interest is dependent upon the

unique facts of a particular situation.

It is the policy of the City of Deadwood to follow state law regarding conflicts of interest, and this policy is not intended to be more strict than the applicable requirements of state law. Generally, state law provides that an Official may not have a personal financial interest in any City transaction for the purchase of labor or services, materials or supplies, or real or personal property that belongs to the City. An exception to this general rule may apply if the transaction is reasonable and just, if the contract is made without fraud or deceit, and if the Official discloses the conflict and recuses himself/herself from participation in the decision for which there is a conflict of interest. These exceptions include the following:

- (1) A contract for \$5,000 or less;
- (2) A contract awarded by competitive bidding procedures if more than on competitive bid is submitted or, if only one competitive bid is submitted, the procedures in SDCL 6-1-2.1 have been followed;
- (3) A contract for professional services;
- (4) A contract awarded off of the state contract list at the established price or less;
- (5) A contract that does not require competitive bidding when there is no other source of supply or services and when the total of any such contracts does not exceed \$50,000 for a public improvement or \$25,000 for a contract for supplies or services; or
- (6) A contract with an entity for which competitive bidding is not required unless the majority of the governing body are members or stockholders who collectively have a controlling interest, or any governing board Official is an officer or manager or such entity.

No Department Head who is authorized in his/her official capacity to sell or lease any property or to make any contract may be personally interested, directly or indirectly, in any such sale, lease, or contract.

Procedure When Conflicts of Interest Exist

If an Official who is a member of the City Commission, or a board, committee has a disqualifying interest in a matter before the body on which the Official serves, he/she shall disclose the conflict to the body prior to its consideration of the matter. Once this disclosure is made, the Official shall not formally participate in the official discussion, any executive session, or any vote on the matter. If the Official has a conflict of interest in the matter and chooses to participate in the discussion, the Official should leave the dais and speak on the item from the audience as a member of the public.

If it is alleged that an Official has a disqualifying conflict of interest in a matter before the City Commission, or a board, committee on which the Official serves, and if the Official

does not voluntarily refrain from participating in the matter, then the official may be disqualified from officially participating in consideration of the matter upon a two-thirds vote of the Commission, board, committee on which the Official serves. The City Commission, board, committee voting to disqualify such official must make a specific finding of the disqualifying conflict of interest for which it has excluded the official from participating in the matter under consideration. An Official disqualified in this manner may not participate in the official discussion, any executive session, or any vote on the matter.

If any Official desires assistance to determine if that Official, or another Official, has a disqualifying conflict of interest, the Official may request an advisory opinion from the City Attorney's Office. Such opinion shall be made available to all members of the City Commission, or the board, committee about which the opinion is provided, but shall not be available for public inspection unless a majority or the members or the City Commission, or the board, committee to which the opinion is provided votes to make such opinion public.

Distribution of Policy to Officials

Mary Jo Nelson, Finance Officer

Upon adoption or this policy, the City Attorney's office shall distribute this Conflict of interest Policy and all pertinent state law provisions to all City Officials. The policy and state law provisions shall be timely provided to all newly elected or appointed Officials.

Dated this 15th day of May, 2017.	
	CITY OF DEADWOOD
ATTEST:	Charles Turbiville, Mayor
	Charles Farottino, Mayor



Wellmark Bine Cross and Blue Shield of Iova, Wellmark Health Plan of Iova, Inc., Wellmark Synergy Health, Inc., Wellmark Value Health Plan, Inc. and Wellmark Blue Cross and Blue Shield of South Dakota are independent liceasess of the Blue Cross

6-5-17

SOUTH DAKOTA COBRA Billing Services Only Agreement (For use with account size 20+)

CITY OF DEADWOOD Account Legal Name			8/1/2017 Effective Date		00033830 Account Key
Physical Address			anning grantery of the State Control of the State C		
102 SHERMAN STREET	-				
Address Line 1			Address Line 2	-	. • •
DEADWOOD			SD		57732
City			State		Zip
Wellmark will provide CC	DBRA billing services only,	at no addition	nal fee to Account	t, for Wellmark p	roducts.
COBRA Contact:			· · · · · · · · · · · · · · · · · · ·		
Ronda Morrison			(605) 578-2600) ronda.m	orrison@cityofdeadwood.co
KOUGG MON PON	the second control of	45 L 35 L		<u> </u>	
Name	<u> 2 a - Lucia de Caracteria de</u>		Phone	Email	<u></u>
	7/31/2018				<u>an an a</u>
Name	7/31/2018 Agreement End Date				
Name 8/1/2017 Agreement Bagin Date	Agreement End Date sert (below) 102% and 150		Phone premium rates.	Email	
Name 8/1/2017 Agreement Bagin Date	Agreement End Date sert (below) 102% and 150	t a the statement of the statement of	Phone premium rates. Plan Opti	Email	Fee %
Name 8/1/2017 Agreement Begin Date A. Premiums: Please ins	Agreement End Date sert (below) 102% and 150		Phone premium rates.	Email	Fee %
Name 8/1/2017 Agreement Bagin Date A. Premiums: Please ins COBRA Group #	Agreement End Date sert (below) 102% and 150	234221-2,	Phone premium rates. Plan Opti	Email	Fee %
Name 8/1/2017 Agreement Begin Date A. Premiums: Please ins COBRA Group # 000081409 Single	Agreement End Date sert (below) 102% and 150 Section #	234221-2, Employee	Phone premium rates. Plan Opti	Email OR 1 PPO 2-Person	Fee % 102%

-funded Accounts, please answer the below question.
YES NO COBRA premiums billed to certain qualified beneficiaries, determined to be disabled by the Social Security Administration and meeting the requirements for an 11-month COBRA eligibility extension, should include an additional 50% COBRA processing fee (include 150% premiums in the table(s) above).
Responsibilities of Wellmark: The parties agree that it will be the responsibility of Wellmark to:
i. Bill and collect premiums directly from COBRA qualified beneficiaries. Wellmark retains 2% of the monthly premiums charged.
Relationship of Parties
This Agreement between Wellmark and Account does not create any legal relationship between Wellmark and Account's employees. This is an independent service agreement with Wellmark acting in the capacity of an independent contractor. There is no partnership or employer/employee relationship between Wellmark and Account. Wellmark does not, pursuant to this Agreement, assume any responsibility for the acts, omissions or breaches of duty of Account except for such duty as is herein expressly assumed by Wellmark. Wellmark shall not be deemed a fiduciary under any employee welfare benefit plan of employer. Wellmark is not providing Account with legal advice or guidance regarding its responsibilities or compliance obligations under COBRA.
ndemnification
Account agrees to indemnify Wellmark and to hold Wellmark fully protected and harmless for all damages and causes of action of whatsoever kind, including attorney's fees, cost of defense and penalties of all variety occasioned by Wellmark's undertaking of this COBRA Billing Services Only Agreement, except for any damages directly and exclusively related to any acts, errors, or omissions, by Wellmark in performance of the billing service described in Section C of this Agreement.
By my signature, I hereby certify that this Account had at least 20 full-time equivalent employees during more than 50% of the previous calendar year, as required by COBRA regulations.
Account By
Print Name
Title

Complete this form for new Billing Services Only Agreements:

Please provide information about current COBRA participant(s) below. A printout that contains this information may be substituted.



Netherland Brum Cross and Bittle Shield & an Independent Licensee of the Bittle Cross and Bittle Shield Association

Fully Insured Renewal Premiums

Group Name:

City of Deadwood

Account Key:

00033830

Renewal Period:

08/01/2017 to 07/31/2018

Renewal Period: 08/01/2017 to 07/3	77.20.10			
Current Benefit Offerings	Gunent Enrollment	(A) Current Rates	Ren e wal Ra res	(B) Renewal Rates and Consultant Fee
OBS #234221-2 / 220862-3	13 Single	\$508.32	\$487.86	\$511.86
Blue Select	13 Family	\$1,560.03	\$1,497.24	\$1,521.24
Deductible: \$1,500 / \$3,000	9 Ee/Spouse	\$1,041.04	\$999.14	\$1,023.14
coinsurance: 30%/40%	9 Ee/Ch(ren)	\$962.25	\$923,52	\$947.52
DPM: \$4,500 / \$9,000	44 Total			
OV Copay: \$30				
BlueRx Complete				
eductible: \$0 / \$0				
Copay: \$10/\$30/\$60				
otal Monthly Premium:		\$44,918	\$43,110	\$44 ,166
Overall Premium Change (Net of Consultar	nt Fee):		-4.02 %	
Overall Premium Change (Including Consu	iltant Fee):			-1.67 %
Renewal Rates and Consultant Fee include	es consultant fee of \$24.00 per	contract per month.		
Employer Signature		Date:		

- (A) Current Rates may include previously quoted commissions (if applicable).
- (B) Consultant fees are not a contingency of obtaining insurance coverage. At your option Wellmark will collect a consultant fee on your Monthly Premiums Statement agreed to by you and your consultant/service provider and administer payment to your consultant pursuant to a Consultant Fee Collection Agreement.

The premium quoted for coverage dates in 2016 includes the Health Insurer Fee (HIF) and Transitional Reinsurance Fee (TRF) as required by the Affordable Care Act. The HIF will be removed from the premium for coverage dates in 2017. Under current law, the HIF will resume and be included in the premium for coverage dates in 2018 and after.

Wellmark is not providing any legal or professional advice with regard to compliance of any federal or state law, regulations, or guidance. Law, regulations and guidance on specific provisions has been and will continue to be provided by the appropriate federal and state agencies and regulators. The information provided reflects Wellmark's understanding of the most current information and is subject to change without further notice. Please note that plan benefits, rates, renewal rate adjustments, and rating impact calculations are subject to change and may be revised during a plan's rating period based on guidance and regulations issued by the appropriate federal and state agencies and regulators. Wellmark makes no representation as to the impact of plan changes on a plan's grandfathered status or interpretation or implementation of any other provisions of law or regulation.



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

	FOR ADMINISTRAT	INE USE ONLY
Ne	w Group: Group #	
Cov	verage Effective Date:	

CONFIRMATION OF MSP ADDENDUM

ALL NEW AND RENEWAL GROUPS ARE REQUIRED TO SUBMIT A COMPLETED FORM. FAILURE TO SUBMIT A COMPLETED FORM WILL DELAY THE INITIAL ENROLLMENT OR RENEWAL PROCESS

UNTIL THIS FORM IS SUBMITTED.	ALL PROGESS	
Part A - Employer Information	•	
Please complete a separate confirmation form for each Emp earnings to the Internal Revenue Service (IRS). See the Med information on terms shown in Italics.	icare Secondary Payer Definitions page (M-1756) f	mployee or more
Employer Tax Identification Number: 4 6 6 0	00091	
Group Number (Renewing Groups Only): 81409-0000		
Linding		
Employer Address: 102 Sherman Street		
City: Deadwood	State: SDZip	o: <u>57732</u>
Contact Person: Ronda Morrison		
Contact Person: Ronda Morrison Telephone Number: 605-578-2600	E-mail Address (optional): Ronda@CityOFDead	dwood.com
Did your organization make contributions on behalf of a collectively bargained Health and Welfare Fund (i.e., uni	ny employee who was covered under a ion plan) during the previous calendar year?	Yes X No
Did you have 20 or more employees for 20 or more cale intermittent, leased and/or seasonal employees, not jus previous or current calendar year? If no, in the event you when this change occurs.	t those eligible or enrolled employees) during the u experience a change, you must notify Wellmark	⊠Yes □ No
3. Did you have 100 or more employees during 50 percent	t of your business days (this includes all full-time,	X Yes No
part-time, intermittent, leased and/or seasonal employed during the previous calendar year?		
 Did your organization participate in a multi or multiple e employer in group, i.e., Multiple Employer Welfare Asso If yes, what is the name and address of the multi or m Name: 	ociation) during the previous calendar year? outtiple employer plan?	Yes No
Address:		
City:State:	Zip:	
5. Was your organization part of a commonly owned or conthe previous calendar year? If yes, what is the name and address of the commonly	/ owned/controlled entity?	Yes 🗵 No
Name:	Name:	Company of the Compan
Address:State:Zip:	Address:State:	7in-
City:State:Zip:	City:state:	zip:
Part B - Employer Certification		
I certify that the information provided is accurate and trut Medicare Secondary Payer status of Medicare-enrolled en	hful. All information will be used to identify the inployees.	

Signature Date

\Sighature \			Date
Send completed MSP form base	d on following:		
IA & SD Large Groups (new or	IA & SD Small Groups (new or	benefit change - send this form to:	SD Small Groups renewing with no benefit change
Submit this completed MSP form with group's health plan	Submit this completed MSP form with group's health plan new or renewal paperwork	Fax: (515) 376-9044 or Wellmark, Inc. PO Box 9232 — Mail Station 3W396	Send this completed MSP form to: Wellmark, Inc. PO Box 5023 — Station 338 Sioux Falls, SD 57117-5023



Wellmark Blue Cross and Blue Shield of lows, Wellmark Health Plan of lows, Inc., Wellmark Symany, Health, Inc., Wellmark Status Health Plan, Inc. and Wellmark Blue. Cross and Blue Shield of South Dakota are independent licensess of the Blue Cross and Blue Shield Association.

ACCOUNT INFORMATION AND BINDER AGREEMENT

CITY OF DEADWOOD	8/1/2017	00033830
ccount Legal Name	Effective Date	Account Key
•••		
hysical Address		:
D2 SHERMAN STREET		*
dress Line 1	Address Line 2	
EADWOOD	SD	57732
У	State	Ζīp
$\epsilon_{ij}(y_{ij}) = t_{ij} + t_{ij} + t_{ij}$ (2.1)		Report Crain Statement
or prem	Billing Service (If checked, account acknowledges the We ilum Invoice, delivered periodically to any third party service p I, by registering for electronic billing at Wellmark.com;)	rovider, can be viewed by
of prem	ilum invoice, delivered periodically to any third party service p	rovider, can be viowed by
or prem	ilum invoice, delivered periodically to any third party service p	rovliter, can be viowed by
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or premaccioni O2 SHERMAN STREET Idress Line 1 EADWOOD ty uthorized Health Plan Representative is a direceive the minimum necessary protective from their day-to-day job functions of adr	Address Line 2 SD State Sta	57732 Zip Tirm) who is authorized to reques

Designation of Primary Consultant			
Account requests that Wellmark recognize the consultant.	e following individual and firm as the	e designated em	ployee benefits and insurance
8/1/2017			
Designation of Consultant Effective Date			1
Lonnie McKittrick	Fischer Rounds & Association	ciates inc.	45800103
rimary Consultant Name	Consulting Firm Name		Consultant Number
125 E Dakota Ave	Pierre	SD	57501
	City	State	Zip
consulting Firm Address 1		a A	·
onsulting Firm Address 1 USAMIE E SIFETIROS rimary Contact Name	Liftc Keff Rick Cef	Fischerioral	Scen. 800. 457. 2603 Phone
Consulting Firm Address 1 Laware & Helease Group Healt Authorization to Release Group Healt By signing below, the Employer hereby author Certain group health plan information and Properties of the Consultant Wellmark to disclose such information via serpplications which contain information the Employer's group health plan Member Maintenance/Update Mem Employer Reports	LHCLATICALE Email In Plan Information and Protect orizes and directs Wellmark, Inc. to do otected Health Information regarding 's administration of the Employer's goure online access through Wellmark mployer considers necessary to provant: ber Information	fed Health In lisclose to the al g participants in group health pla k's website, incl	Phone Formation to Consultant ove, designated Consultant the employer-sponsored group n. The Employer authorizes uding the following website
consulting Firm Address 1 LONGE L HELTIGE rimary Contact Name Authorization to Release Group Healt by signing below, the Employer hereby authorization group health plan information and Present plan for the purpose of the Consultant Vellmark to disclose such information via ser pplications which contain information the Employer's group health plan Member Maintenance/Update Mem	LHCLATICALE Email In Plan Information and Protect orizes and directs Wellmark, Inc. to do otected Health Information regarding 's administration of the Employer's goure online access through Wellmark mployer considers necessary to provant: ber Information	fed Health In lisclose to the al g participants in group health pla k's website, incl	Phone Formation to Consultant ove, designated Consultant the employer-sponsored group n. The Employer authorizes uding the following website

Secondary Consultant

There is no secondary consultant on file. You may add one below.

Secondary Consultant Name Email Address Phone

Darin Derosler derosler@rushmore.com 605-722-6466

registering for access to such information.

No. I do not authorize my Consultant to access this information

Employer that the Consultant will properly safeguard and not further disclose the information, 4) Wellmark shall not be liable or responsible for any misuse or wrongful disclosure of such information by the Employer or its Consultant, 5) The Employer agrees to indemnify and hold Wellmark barmless from and against any claim, cause of action, liability, damage, cost or expense, including attorney's fees and court or proceeding costs, arising out of, or in connection with, any misuse or wrongful disclosure of the Information by the Employer, or its Consultant. The Employer acknowledges that the Consultant will be required to agree to Wellmark's website terms and conditions upon

Authorization to Release Protected Health Information for Third-Party Explanation of Benefits

Sherri Matthews	00000286	
Wellmark Account Manager	Rep ID#	
May	August	ZYH
Contact Month	Plan Year Month	Unique Alpha Prefix
Wellmark IS the Exclusive (Carrier	
Paper		
Enrollment Method		
Open Enrollment Perio	d*	
*Enrollment Period is the period i sooner.	n which employees can enroll within a plan o	r plans, and/or when written application materials are provided to employees, if
The account will hold an op	oen enrollment: 🛛 YES 🔲 No	D .
f YES, fill in open enrollme	nt period dates:	
7/1/2017	7/15/2017	
Starting date	Ending date	_
Funding Arrangement		
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Funding Arrangement		
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Not Applicable Health Care Manag	gement Sarvices	
Not Applicable Health Care Manas Not Applicable		der the Affordable Care Act

This Large Group Account Information and Binder Agreement ("Binder Agreement") serves solely as evidence of Wellmark's agreement to provide the health insurance coverage or administrative services and to provide services for any applicable stop loss insurance coverage indicated above. The Account agrees to the terms and payment obligations stated herein and agrees to pay Wellmark the applicable rates, administrative fees, and/or stop loss premium stated in the attached documentation. Execution of the Binder Agreement by the Account authorizes Wellmark to implement the administration of this coverage including the processing and settlement of claims for members of the Account's group health plan incurred within the Rating Period stated in the attached Rating Exhibit. On or about the effective date of coverage, Wellmark shall issue and execute a definitive agreement which may be a Group insurance Policy, Administrative Services Agreement and or Stop Loss Policy, depending on the nature of the group health plan. The definitive Agreement will set forth the rights and responsibilities of Wellmark and the Account's payment to Wellmark of the applicable fees as of the effective date is evidence of Account's agreement to the terms specified in the definitive agreement.

Signatures on this Binder Agreement confirm that the Binder Agreement and the subsequent definitive agreement are issued for delivery in either lowa or South Dakota, as applicable. Account understands and agrees that Wellmark defines a National Account as any company headquartered in Wellmark's service area of lowa or South Dakota but which also has employees working at locations in other states whose claims are processed through the Blue Cross and Blue Shield Association's Blue Card program. If the Account is not headquartered in Wellmark's service area, coverage may be limited to employees associated with Account locations in Wellmark's Service, and coverage will be void for any persons associated with Account locations outside Wellmark's Service Area unless express consent is obtained from the local Blue Cross or Blue Shield licensee.

Account acknowledges and agrees that it has reviewed and approved this Binder Agreement and all attachments. Account acknowledges Wellmark will rely on the information contained in this Binder Agreement, and all of the attachments hereto, including but not limited to the SBC Employer Data Form, Medicare Secondary Payer Addendum, Rate Exhibits, Bealth and Care Management rates, Online Benefit Summary (OBS), COBRA Agreements, representations of grandlathered status and any performance guarantee information. Account represents to Wellmark that the information contained herein is correct.

This Binder Agreement shall expire upon Wellmark's issuance and execution of the definitive agreement (either the Group Insurance Policy, or Administrative Services Agreement and Stop Loss Policy, if applicable), EXCEPT that any COBRA Agreements, Health and Care Management Programs/Services Rating Exhibit, will remain in effect and become a part of the definitive agreement. It is understood that the Wellmark may continue to rely on the designations of individuals and authorizations made herein until the Account withdraws such designations or authorizations or provides updated designations and authorizations, it is understood and agreed that the terms and conditions of the definitive agreement and benefits document(s) issued by Wellmark to the Account, and the terms and conditions of the definitive stop loss policy issued by stop loss carrier, if any, shall govern and control the terms stated in this Binder. Any inconsistency between this Binder Agreement, including attachments, and any subsequently issued definitive agreement(s) shall be construed in tayor of the subsequently issued definitive agreement. This Binder Agreement shall be governed in accordance with lowa Law.

(sign here)		 Printed Nat	ne	<u> </u>	<u></u>
tle		Date		211	
or Internal	Use Only	······································			
	Use Only	Renew	al-No Benefit Cha	nge	
or Internal	Use Only	Renew	al-No Benefit Cha	nge	

WELLMARK CONSULTANT FEE COLLECTION AGREEMENT

Customer: CITY OF DEADWOOD

Effective Date: August 1,2017

Consultant: Fischer Rounds & Associates, Inc.

This Consultant Fee Collection Agreement ("Agreement") among Wellmark, Inc. doing business as Wellmark Blue Cross and Blue Shield of Iowa, on behalf of itself and all of its subsidiaries and affiliates including Wellmark Health Plan of Iowa, Inc. and Wellmark of South Dakota, Inc. doing business as Wellmark Blue Cross and Blue Shield of South Dakota (hereinafter, collectively, "Wellmark"), and each of the parties identified above as Consultant ("Consultant") and Customer ("Customer") sets forth the terms and conditions under which Wellmark may assist in the billing and collection of Consultant Fees from Customer, and the processing and remittance of the Consultant Fees to Consultant. This Agreement is dated and effective as of the date identified above ("Effective Date").

RECITALS

Customer has purchased certain medical insurance products or administrative services ("Medical Benefit Plan(s)") from Wellmark.

Customer and Consultant represent that they have entered into a valid agreement whereby Consultant agrees to provide services to assist Customer with its benefit plan ("Service Agreement") in return for agreed upon compensation to be paid by Customer ("Consultant Fee").

Customer and Consultant acknowledge that Wellmark is not a party to the Service Agreement and Consultant is not acting as an agent of Wellmark.

Customer and Consultant have requested and Wellmark has agreed that Wellmark bill the Customer on the Consultant's behalf for the monthly Consultant Fee and incorporate the Consultant Fee into the Medical Benefit Plan(s) bill for the Customer's administrative ease.

Customer, Consultant, and Wellmark acknowledge and agree that the Consultant Fee is not part of the administrative services fees or premium charged for any Medical Benefit Plan offered by Wellmark and is not a required contingency of obtaining the coverage purchased by Customer.

Wellmark agrees to provide the billing services described herein in reliance upon and subject to the aforementioned recitals and terms and conditions set forth below.

terns and conditions

Section 1: Rights and Responsibilities.

A. Responsibility of Wellmark:

- 1. Wellmark agrees to bill Customer for the Consultant Fee identified in Exhibit 1 of this Agreement on a monthly basis and incorporate this billing with the administrative services fees or premium bill for the Medical Benefit Plan purchased by the Customer for as long as this Agreement remains in effect. Exhibit 1 may be modified from time-to-time by the parties to this Agreement.
- 2. Wellmark agrees to forward or transmit any Consultant Fee to the Consultant within 60 days of billing to Customer in accordance with Section 2 below.

B. Responsibilities of Customer:

- Customer agrees to pay the Consultant Fee at the same time as payment is made for the
 administrative services fees or premium for the Medical Benefit Plan(s), included on the applicable
 invoice, or as otherwise billed to Customer.
- 2. Customer agrees to notify Wellmark immediately of the termination of the Service Agreement.
- Customer will recover any overpayment of the Consultant Fee paid on behalf of Gustomer by Wellmark to Consultant due to Customer's error.
- 4. Customer agrees that it is responsible for any tax reporting related to the payment of the Consultant Fee to the Consultant, including Form 1099 if a 1099 is required.

C. Responsibilities of Consultant:

- Consultant agrees to notify Wellmark immediately of any change in the contractual relationship between it and the Customer that would impact the Consultant Fee payment.
- 2. Consultant agrees to return to Wellmark any Consultant Fee overpayments that occur as a result of a processing error by Wellmark within thirty (30) days of request for such repayment.
- Consultant agrees that Wellmark is not responsible for any tax reporting related to the payment of the Consultant Fee to the Consultant.
- 4. Consultant acknowledges and agrees that it is solely responsible for determining what licenses (state, local or otherwise) are required for it to perform the services described herein and/or in the Service Agreement, and for obtaining such licenses and maintaining them in good standing throughout the term of this Agreement.

Section 2: Payments and Adjustments.

- A. All parties agree to promptly notify the others upon becoming aware of an incorrect payment amount, and to promptly remit any amounts overpaid.
- B. If the amount Customer pays to Wellmark for both Consultant Fee and premium or administrative services fees related to the Medical Benefit Plan(s) purchased by Customer is less than the amount billed by Wellmark, the amount forwarded to the Consultant will vary indirect proportion to the difference in the amount paid compared to the amount billed. This variation will apply regardless of the basis used for calculating the Consultant Fee. Notwithstanding anything to the contrary in this paragraph B, any adjustments to Consultant Fees will be made in the next forwarded payment after it is known to Wellmark.
- C. Wellmark may recover overpayments from Consultant by offsetting the overpayment against any other compensation due to Consultant by Wellmark hereunder.
- D. Consultant Fees will be subject to garnishments and any other legal attachments as required by a legal court order or similar action.
- E. The Consultant Fee amount may be modified on a prospective basis only, and only if the following conditions have been met:
 - 1. Customer and Consultant have agreed to change in writing;
 - Customer and Consultant have informed Wellmark of the change in writing (which notice may be in the form of electronic mail) and have requested that the change be implemented as of a specified future date not less than 30 days from the date of such notice to Wellmark; and
 - Wellmark has fimely provided an updated Exhibit 1 to Customer and Consultant, signed by each party, specifying the effective date of the modified Consultant Fees.

Section 3: Amendments.

- A. Weilmark may amend the terms and conditions of this Agreement, except for terms and conditions related to the amount of the Consultant Fee, at any time by notifying Customer and Consultant of the change in writing at least 30 days prior to the effective date of the change.
- B. Customer may request a change to the amount of the Consultant Fee in accordance with Section 2 above.
- C. All other provisions of this Agreement, not related to changes to Consultant Fee amount, may be amended provided that such amendment is in writing and signed by each party to this Agreement. This Agreement may be amended only by a written document that is clearly identified as an amendment to this Agreement and is signed by authorized personnel of each party.

Section 4: Term and Termination.

This Agreement is effective from the Effective Date until terminated in accordance with this Section 4.

- A. Termination for any Reason. Gustomer or Consultant or Wellmark may terminate this Agreement at any time, for any reason, by providing written notice of termination to the other parties 60 or more days before the effective date of termination.
- B. Termination for Cause. Wellmark may terminate this Agreement immediately, upon Customer's breach of its obligation to pay the consultant fee to Wellmark, or written notice to Customer and Consultant if Wellmark is made aware that responsibilities and duties called for herein are no longer legally permissible.
- C. Cancellation of Coverage. This Agreement will terminate immediately upon the effective date of cancellation of the Medical Benefit Plan the Customer has purchased from Wellmark.
- D. Survivability. The provisions of this Agreement which, by their nature, are intended to survive beyond the termination or expiration of this Agreement shall survive such termination or expiration, including, but not limited to, Sections 1(B), 1(C), 2(A), 2(C), 2(D), and 5.

Section 5: Additional Customer and Consultant Acknowledgments and Approvals.

- A. Customer understands that Wellmark may compensate Consultant for the sale, service and retention of Medical Benefit Plans to other customers and that the Medical Benefit Plan(s) purchased by Customer may, if eligible, be taken into account in the calculation of any bonus or override program offered by Wellmark to Consultant. By executing this Agreement below, Customer represents that either the payment of a bonus and/or override by Wellmark does not create a conflict of interest or to the extent of any apparent conflict it is understood and hereby waived by Customer.
- B. Customer and Consultant acknowledge and agree that Consultant Fee may be deposited by Wellmark in an interest bearing account with other money received and that Wellmark may keep any interest earned from these accounts as consideration for Wellmark's services under this Agreement.
- C. Consultant acknowledges that Wellmark has no obligations to Consultant to collect amounts owed to it by Gustamer other than those expressly set forth in this Agreement.
- D. All notices, consents and other communications hereunder must be in writing and will be deemed to have been duly given when delivered personally, by electronic mail, or one business day after being sent by an overnight courier, or three business days after being sent postage prepaid by certified or registered mail, return receipt requested. All notices should be sent to each party at the addresses specified in the then-current Exhibit 1 of this Agreement.
- E. This Agreement will be governed by the laws of the state of lowa, without reference to conflict of law principles.
- F. Consultant, Customer and Wellmark acknowledge and agree that:
 - Customer is not required to utilize an agent or consultant to purchase insurance or administrative services directly from Wellmark.
 - ii. Customer has selected, retained and contracted with Consultant on Customer's own accord.

iii. Customer negotiates and is responsible for the Consultant Fee due to Consultant, separate and apart from premium or administrative services fees due to Wellmark.

iv. Wellmark does not include Consultant Fees in rate fillings submitted to any applicable regulatory

v. Customer voluntarily chooses to pass the Consultant Fee through Wellmark and is not required to do so. Customer may elect to pay the Consultant Fee directly to the Consultant.

vi. Consultant is not considered an agent or representative of Wellmark with respect to the services it provides to Consultant.

Signatures: THE PARTIES HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND BY SIGNING BELOW AGREE TO BE BOUND BY IT. EACH PARTY REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND SUCH PARTY.

For Customer:	For Consultant:
(\mathcal{C})	Jon W. W. Wind
Signature - Authorized Representative of Customer	Signature - Authorized Representative of Consultant
	Lorenze P. W. Githerede
Printed Name	Printed Name
	V.P.
Title	Title

For Wellmark:

Kenny Chasten

Vice President, Chief Procurement Officer of Wellmark, Inc.

MAY 18, 2017

DEAK MAYOR TURBIUILLE & COMMISSIONERS I WOULD BE VERY INTERESTED IN BEING A HISTORIC PRESERVATION COMMISSIONER. I HAVE A VERY STRONG CONCERD FOR THE HISTORY & PRESERVATION OF OUR LITY, I HAVE BEEN A PART OF THE BUDGETING PROCESS FOR HISTORIC PRESERVATION FOR 22 YEARS, OF HAVE TRAVELED TO DIERRE TO PRESENT OUR BUDGET TO THESTATE COMMISSION, I KNOW HOW IMPORTANT IT IS TO KEEP FRIENDS ON THAT COMMBSION AS WELL AS OTHER COMMUNITIES ADROSS THE STATET WE ARE ALL IN THIS TOBETHER, WE MUST BE PROUD OF WHAT WE HAVE ACCOMPLISHED AND MAKE SURE WE MAINTAIN'IT AS WE MOVE FORWARD,

T WOULD APPRECIATE THE OPPORTUNITY TO HELP OUR COMMUNITY MOVE INTO THE NEXT STABE OF OUR GROWTH.

THANK YOU FOR YOUR CONSIDERATION Glongeam (Leluernael)

DEADWOOD HISTORIC PRESERVATION COMMISSION APPLICATION

Deadline: Please fill out the application and return it to Deadwood City Hall no later than 5:00 p.m. and telephone in order to be considered.

The Deadwood Historic Preservation/Historic District Commission consists of seven members appointed by the Deadwood City Commission. Appointments shall include proper representation of such fields as history, architecture, urban planning, archeology, paleontology and law, and such other persons with a demonstrated special interest, experience, or knowledge in those fields as will provide for an adequate and qualified Commission. All members must reside within the Deadwood City limits. Appointments to the Commission shall be for a three year term beginning June 1st of the year of appointment. Members of the Commission may be reappointed at the conclusion of the term, but shall not serve more than two consecutive terms.

The Deadwood Historic Preservation/District Commission reviews all exterior changes/alterations, new constructions or demolitions involving properties within the Deadwood National Historic Landmark District. Commission Meetings are held the 2nd and 4th Wednesdays of each month at Deadwood City Hall located at 102 Sherman Street in Deadwood.

Name_Ann Ochse
Street Address 35 Madison St.
City Deadwood State SD Zip 57732
Daytime Phone <u>520-678-1382</u> Evening Phone <u>520-678-1382</u>
Email Address annochse amsn. com
If you need additional space to answer any of the following questions, please feel free to attach an additional sheet of paper.
Work and or business experience related to the Commission
HP Commission 2001-2006
Property Manager - The Walden Corp.
Accounting - The Walden Corp.
Education, License, Certification & Experience
M. A. Humanities - U. of Colfornia @ Doming my Hill
M. A. Humanities - U. of Colfornia @ Doming my Hill M. Ed. Special Education - U of Tennessee

M. A. Thisis: Western Women Writers 1850-1910
Property Nanogement Supervisor - The Walder Coys.
Accounting Superison - The Walder Corp.
Community involvement, activities, service organizations
National Trust Son Historie Preservation 2001 - present
I. D. Historical Society 2000 - present
Accety of B. H. Pioneus 2000 - present
Bro Nember Adams Museum 2004-06; Bro Mender Fawrence County
Historical Accept 2016-17. HARCC- Volunter Jones Rome Planning
Historical Locuty 2016-17, HARCC- Voluntee Jong Range Pluming Sterry Commetter 2017, Main St Instrative 2017 Additional information/qualifications, Presidented Neighbor Lood Lip 2016-17
I have a lefelong committened to the presention
of history. Currently, I am working as part of a
team to put together volume 2 of Some History of
Tawrence County, including proness who were omitted from
Why do you want to serve on the Deadwood Historic Preservation Commission?
Meadwood is my home. The town itself is
a living commitment to Western fistory. I
would like to help protect the legacy that
is headwood, while understanding that
gaming revenue helps make it all possible.

Thank you for your interest in preserving and protecting the heritage and history of Deadwood a National Landmark Community!!!

Chuck Turbiville

····		
From:	bposey@rushmore.com	
Sent:	Thursday, May 18, 2017 11:31 AM	
To:	Chuck Turbiville	
Subject:	HPC Application	
	The Emphication	
Mayor Turbiville		
Preservation Commission	our suggestion that I apply to fill one of two c and have decided that I would offer my servic on and effort to maintain and improve our his	ce. I believe I can contribute
We are already accomplise citizens to improve, protections	shing great things (the commercial facade pro ct and restore their homesthe list goes on)	gram, programs available to ALL We have nowhere to go but up!
Beverly Posey		
DEADWOOD HISTORIC PR APPLICATION	ESERVATION COMMISSION	
Deadline: Please fill out the October 22, 2014 in order	e application and return it to Deadwood City to be considered.	Hall no later than 5:00 p.m. on
the Deadwood City Comm history, architecture, urba demonstrated special inte and qualified Commission Commission shall be for a	eservation/Historic District Commission consistsion. Appointments shall include proper repring planning, archeology, paleontology and law rest, experience, or knowledge in those fields. All members must reside within the Deadworthree year term beginning June 1st of the year three conclusion of the term, but shall be the conclusion of the term.	resentation of such fields as , and such other persons with a as will provide for an adequate od City limits. Appointments to the ar of appointment. Members of the
constructions or demolitio	eservation/District Commission reviews all exins involving properties within the Deadwood I held the 2nd and 4th Wednesdays of each modeadwood.	National Historic Landmark District
Name _Beverly Posey		
Street Address _45 Taylor		
City _Deadwood	State SD	
Daytime Phone 605-578-1	.412Evening	J Phone

DEADWOOD HISTORIC PRESERVATION COMMISSION APPLICATION

The Deadwood Historic Preservation/Historic District Commission consists of seven members appointed by the Deadwood City Commission. Appointments shall include proper representation of such fields as history, architecture, urban planning, archeology, paleontology and law, and such other persons with a demonstrated special interest, experience, or knowledge in those fields as will provide for an adequate and qualified Commission. All members must reside within the Deadwood City limits. Appointments to the Commission shall be for a three year term beginning June 1st of the year of appointment. Members of the Commission may be reappointed at the conclusion of the term, but shall not serve more than two consecutive terms.

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Sharon M Martinisko

Name

Street Address53 Taylor St
CityDeadwood StateSD Zip57732
Daytime Phone724-889-7832 Evening Phone605-578-6233_
Email Addressramnorahs@yahoo.com
If you need additional space to answer any of the following questions, please feel free to attach an additional sheet of paper.
Work and or business experience related to the Commission
While working at NeighborWorks Dakota Home Resources, assisted clients with the process of identifying and applying for the appropriate programs for their property needs. I have personally worked with HP and the Historic Preservation Officer in the preservation and improvements of my two contributing properties.
Education, License, Certification & Experience
Worked at NeighborWorks Dakota Home Resources for 3 years as Outreach Coordiantor and Educator. 2010-2013 BA of Education K-8, Highly qualified in Math and Science Taught Middle-School Math and Science in Alaska for 16 years. 1993-2010 Worked in financial institutions for 8 years: collections, teller, note teller 1972-1980

Community involvement, activities, service organizations
Lead-Deadwood Lions, 2012/13, 2013/14 President, 2014/15, 2015/16 2016/17 Secretary, 2017/18 Treasurer
Historic Homestake Opera House, Board of Directors, Events and Fundraising,
Development Committee Lord's Cupboard, Volunteer
Current Chair of The Deadwood Trust for Historic Preservation (would step down if
appointed to avoid conflict)
Revitalization Promotions Committee
Additional information/qualifications
With the Deadwood Trust and HP, I have helped organize and host HP Programs Information nights. I also have attended and given input at HP Commission meetings and Deadwood & Lead City Commission meetings.
Why do you want to serve on the Deadwood Historic Preservation Commission?
As a retired homeowner and resident of Deadwood, I've grown to greatly appreciate the unique and rich historical value of the area we live in. I believe the future of Deadwood and the Northern Hills relies strongly on preserving, protecting and promoting the history of Deadwood and the surrounding area. As Deadwood moves forward, I want to work to assist property owners in preserving our great structures and continue our course of Revitalization and Branding as a City with emphasis on the history of the area and the uniqueness of the structures and historical status we enjoy.
Thank you for considering my application to serve on the Historic Preservation Commission.
Thank you for your interest in preserving and protecting the heritage and history of Deadwood a National Landmark Community!!!

City of Deadwood

Special Event Permit Application and Facility Use Agreement for

Zombie Run/Walking Deadwood 9/24/17

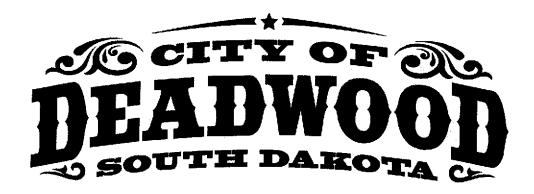


Instructions:

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

Type of Event:			FORMATI		
□X Run □ Street Fair	□ Triathlon	☐ Bike Tour ☐ Rodeo Ground cify)	d Use	e Parade Pavilion Use	☐ Concert
Event Title: _W					
	_September 24th	2017		ated Attendance:	
	(month, day, ye	ear)		300 # of <u>Specta</u>	
Actual Event Ho	urs: (from):			(to):7:00	
				ırt Time:8:00	
		oe of your setup /			/ CSH / IVI / 1
		airs, cones, speal		-	
	,	iono, correct, apoca	ioro, and i A sy	Sterri	
Dismantl	e Date:9/2	24/17C	ompletion time	:10:00 pm	AM / PM
APPLICA	INT AND S	PONSORING	GRGANI	ZATION INFO	The state of the s
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					mmercial (nonprofit)
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FEES / PROCEEDS / REPORTING



Event Complex Rental and Use Agreement

Event:	Walkin	ng Dead	lwood 2	<u> Zombie</u>	<u>Run</u>	

Date: September 24th 2017

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

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



Outdoor Event Complex Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

		Walk	ing Deadwood – Zombie I
ance for Child	dren		
e			
	Cell Ph	one: 605-430-93	396
om			
		Hour(s): 8:00 aı	m
		Hour(s): 2:00 pr	m – 6:00 pm
		Hour(s): 6-10 p	m
l attend:		<u>. </u>	
			Office use Only
☐ Ticket	Booth		Key#
		Concession	Key #
			Key #
		Restrooms	Key#
VIP Grandstand			Key#
- j	• •		Key#
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L		ireas .	
	I attend: Om Om Orow's Main (O	ance for Children e Cell Phom Ticket Booth Main Grandstand of Crow's Nest Main Grandstand of Standstand of Standstandstandstandstandstandstandstands	ance for Children Cell Phone: 605-430-93 Mour(s): 8:00 a Hour(s): 2:00 p Hour(s): 6-10 p I attend: Ticket Booth Main Grandstand Concession Crow's Nest Main Grandstand Restrooms VIP Grandstand Baseball Field(s) Baseball Field Restrooms Venue Seating

Deadwood Event Complex Rental and Use Agreement

	Event Complex Facilities	Parking Lots	Baseball Fields	
Duinestes	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.	
Private	\$300 / Day	\$200 / Day	\$100 / Day	
N. B. C.	\$30 / Hr.	\$25 / Hr.	No charge	
Non Profit	\$250 / Day	\$150 / Day	No charge	
Ear Duafit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.	
For Profit	\$500 / Day	\$500 / Day	\$300 / Day	
Government Agencies	No charge	No charge	No charge	
<u>Fees</u>	R	efundable Deposits		
Please read the Use Gui	delines for cancellation and	l reservation policies.		
<u>-ees</u>	<u>R</u> (<u>efundable Deposits</u>		
Event Complex Facilities	\$ 250	Key Deposit \$		
arking Lots	\$ Cleaning/Da	mage Deposit \$		
aseball Fields	\$			
Total Fees \$ 250 To		tal Deposits \$500_		
lease write separate ch	necks to the City of Deadw	ood (one check for even	t and one check for deposit	
Organization: Northern Hil	lls Alliance for Children			
lame: Kayla Klein		Title: Executiv	e Director	
ignature: <u>LOuf<i>a</i>r</u>	Ch	Date: <u>5</u> /	19/17	
or Office Use Only:			territoria de la composição de la compos	
ate Fees Received:		Total(s):		
City Representative:				
gnature.		Data		

6-5-17

10 5

City of Deadwood

Special Event

Permit Application and Facility Use Agreement

for __20th Annual Michelson Trail Trek



Instructions:

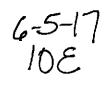
To apply for a Special Event Permit, please read the Special Event Permit Application Instructions and then complete this application. Submit your application, including required attachments, no later than forty-five (45) days before your event. Facility Use Agreements should also be completed at this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

EVENTI	NFORMAT	ION	
Type of Event : ☐ Run ☐ Walk ☐ Bike Tour ☐ Street Fair ☐ Triathlon ☐ Rodeo Grou x☐ Other (specify) _Bike Ride	nd Use	☐ Pavilion Use	☐ Concert
Event Title:20 th Annual Mickelson Trail Trek			
Event Date(s):9/17/17	<u>Total</u> Aı	nticipated Attendan	ce:650
(month, day, year) (# o	f <u>Participants</u>	_600 # of <u>Spe</u>	ectators50)
Actual Event Hours: (from):8	AM / PM	(to):4_	AM / PM
Location / Staging Area:Sherman Street Park	king lot, Mickel	son Trail	
Set up/assembly/construction Date:9/			*
Please describe the scope of your setup	/ assembly wo	rk (specific details)	<u>:</u>
_car parking, buses picking up participar	nts, one banne	over the Mickelson	n Trail
Diamontia Data. 0/17/47	Commission ti		444 / 755
Dismantle Date:9/17/17 List any street(s) requiring closure as a result of this ever	•		
APPLICANT AND SPONSORIN	IG ORGAN	□ Comm	ercial (for profit)
Sponsoring Organization:SD Game, Fish and Parks_			ommercial (nonprofit)
Chief Officer of Organization (NAME):Dana Garry-Re			
Applicant (NAME):SameBus	•		
Address:11361 Nevada Gulch Rd			
	(city)	(state)	(zip code)
Daytime phone: (_605_) 584-3896_ Evening Phone: (605	5) 280-1559	Fax #: (605) 584-2	739
Please list any professional event organizer or event s on your behalf to produce this event.	ervice provide	er hired by you that	is authorized to work
Name:	·		
Address:			
•	(city)	(state)	(zip code)
Contact person "on site" day of event or facility use _Dana Ga (Note: This person must be in attendance for the duration officials)	rry-Reiprich n of the event a	Pager/Cell #: 605-28 and immediately av	0-1559 ailable to city

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

		FEES / PROCEEDS / REPORTING
NO	YES	The second secon
х		Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, non profit status).
	х□	Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s).:
	merchan	_Fees cover the cost of the event: Registration with Merchandise is \$200; without dise is \$180
		OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION
Please provid your event su	de a detaile e Ich as use o	d description of your proposed event. Include details regarding any components of vehicles, animals, rides or any other pertinent information about the event:
The Mickelson 17, 2017,	Trail Trek is	a 3-day ride of the 109 mile Mickelson Trail. The ride ends in Deadwood on Sunday, September
We request the	use of the S on Sunday r	herman Street Parking lot for participants to leave vehicles for the day and for busses to pick up norning.
to the ravillon	and back for i	st the use of the Trolley for 9:30 am until 2pm for the transport of participants from the Trailhead unch. We would like the Trolley fee waived for the Trail Trek. The use of the Trolley would help Street from the Event participants.
In summary ou and waiver of the	r request is fo he banner fee	r the use and waiver of the rental fee for the Pavilion, us e and waiver of the fee for the Trolley for the one banner posted over the Mickelson Trail
Thank you for y		
		
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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES



THIS betwe	IS AN AGREEMENT effective as of May 30, 2017 en	("Effective Date")
City	of Deadwood, Deadwood, South Dakota	("Owner")
		and
Aff	ordably Creative Engineering Services Inc. (ACES)	("Engineer").
Owne follow	r's Project, of which Engineer's services under this Agreement are a part, is g	enerally identified as
Util	ity Improvement Project, Lower Main Street, Deadwood, South Dakota	("Project").
Engin	eer's Services under this Agreement are generally identified as follows:	
1.	Coordination with the South Dakota Department of Transportation project NH 014A (15)41, Lawrence County, PCN 04 FA, currently scheduled for	
2.	Provide Engineering services for the City of Deadwood's portion on the partial a. Provide plans utilizing the SDDOT Method of Sections for b. The project limits will be within the same area as the SDD	ormat.
3.	 Contract Document Development a. Drawings and Specifications: Schematic Design through 6 b. Specialty Design Elements. c. ROW and/or Easement issues that may arise from locating underground. d. Review Meetings with City Staff as needed. e. Incorporating and coordinating necessary testing and build f. Providing an Opinion of Probable Cost g. Coordination with the SDDOT 	g the private utilities
4	Construction Administration	

a. Answer Contractor questions

b. Pre-Bid Meeting

c. Bidding and Awardingd. Pre-Construction Meeting

- e. Site Inspections with Observation Reports
 - i. Includes 5 weeks at 10 hours per week
- f. Submittal Reviews
- g. Review testing and inspection reports
- h. Prepare supplemental information, change orders, substantial completion documents, reply to RFl's, process pay applications, and lien waivers.
- All Construction Administration services listed are based on working with and reporting to the City of Deadwood. General coordination will be done with SDDOT.

5. Special Professional Services

- a. Work with City staff to understand the water and sewer systems and possible future needs within the project limits.
- b. Design upgrades of water main and fire protection, including possible future and existing services from 521 Main St. to 390 Main St. The limits for this project are shown in Exhibit 1.
 - i. Evaluate the water main location within the ROW, shown in Exhibit 2.
- c. Evaluate the remaining water main toward the east of the project limits including: sizing, probable condition, pressure zones, fire protection and future needs.
- d. Evaluate the need for the existing pressure reducing valve shown in Exhibit 3.
- e. Design irrigation systems for boulevard. This will be a stand-alone system with basic controls.
- f. Evaluate the sanitary sewer system throughout the project limits.
 - i. Determine possible changes to the sanitary sewer main alignment shown in Exhibit 2.
 - ii. Evaluate the need for the possible addition of a sanitary sewer manhole (Exhibit 3).
- g. Evaluate and make recommendations on the storm sewer throughout the project limits.
- h. Work with City staff and private utilities to relocate overhead utilities to underground.
 - i. Coordinate with the Northern Hills Utility Group
- i. Work with City Staff, SDDOT and private utilities on historic pedestrian lighting through the project limits along the west side of Lower Main Street.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner in writing, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 8.01 and 8.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period:

Consultant Selection by Commission May 15, 2017 Consultant Contract May 30, 2017 Kick-Off Meeting June TBD, 2017 Establish Project Team (Consultant and City Staff) Detail Project Scope Review Expectations/Goals Establish Milestones Gather Background Information Investigation June 1-15, 2017 Topographic Survey Site Visit(s) Meeting with City Staff Gather Available Data from City of Deadwood Inspect Existing Features and Project Limits Meeting with SDDOT Meeting with Northern Hills Utility Group 35% Design Submittal July 17, 2017 Preliminary Project Plans Recommendations and Probable Cost for City Consideration: Water Main Sanitary Sewer Storm Sewer **Boulevard Irrigation** Street Lighting City Review and Comment Period July 17-24, 2017 65% Design Submittal Sept. 5, 2017 Project Plans Recommendations and Probable Cost City Review and Comment Period Sept. 5-12, 2017 100% Design Submittal Oct. 16, 2017 Project Plans and Specifications Opinion of Probable Cost City Review and Comment Period Oct 16, 2017 - Feb. 2018 SDDOT Review Oct 16, 2017 - Feb. 2018 Final Construction Documents February 2018 Bid Letting with SDDOT Project #NH014A(15)41 Construction Spring/Summer 2018

C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 12 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

^{*} Project Schedule is based on SDDOT Bid Letting being conducted March 2018

^{*} Project Schedule is subject to change.

2.01 Payment Procedures

A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. 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 this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any

- failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to Engineer's total liability coverage which shall not be less than \$1,000,000.

I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

6.01 Dispute Resolution

A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

7.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.01 Basis of Payment—Lump Sum

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. A Lump Sum amount of \$49,970.00

 (Forty-Nine Thousand, Nine Hundred Seventy Dollars and No Cents)
 plus applicable taxes.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- 8.02 Additional Services: For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates and reimbursable expenses are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	ENGINEER: Affordably Creative Engineering Services, Inc.
Ву:	By: Henh MT
Print:	Print: Leah M. Berg
Title:	Title: President
Date Signed:	Date Signed: May 30, 2017
Address:	Address:
	324 St. Joseph Street, Suite 200
	Rapid City, SD 57701
Phone/Fax:	Phone/Fax: 605-545-1120 / 605-716-1144
Email:	Email: LBerg@proacesinc.com

This is Appendix 1, Engineer's Standard Hourly Rates, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated May 19, 2017.

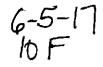
Engineer's Standard Hourly Rates

A. 2017 Standard Hourly Rates:

ACES Staff	Hourly Rate
Principal Engineer / PE	\$ 100.00
Project Engineer	\$ 100.00
Engineer / EIT	\$ 65.00
Drafting	\$ 50.00
Clerical	\$ 30.00

No additional charge for reimburseables.

Event Complex Parking Requirements



*Event Complex Parking rules and requirements apply to all parking used within the Complex, as well as the parking in immediate adjacent properties.

The following rules are in force:

- A parking plan must be submitted as an attachment to this application and include the following information:
 - 1. Estimated attendance including Staff, spectators, and/or participants
 - 2. Parking Lots requested and location of proposed attendants
 - 3. Detailed drawing of proposed traffic flow and access; both pedestrian and vehicular
- Parking assistance required for events that use parking lots for spectators or contestants
- Fire lanes must be kept clear
- Number of Parking Attendants Required:
 - One Attendant located at the gate during the event at all times
 - One additional attendant for every 500 spectators or contestants
 - *Example: 1000 people in attendance with contestants, staff, and/or participants would require one gate attendant and two parking attendants
- Failure to provide required attendants will be billed \$71.50 per hour per attendant and City will assign attendants

Additional Notes:

- 1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
- 2. Large map of Complex will be on display in Ticket Booth for communication.

I have read and understand these rules.		
Organization:		
Name:	Title:	_
Signature:	Date:	

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sharman Street

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



Kevin Kuchenbecker Historic Preservation Officer

Telephone (605) 578-2082 kevin@cityofdeadwood.com

MEMORANDUM

6-5-17 10G

Date:

May 31, 2017

To:

Deadwood City Commission

From:

Kevin Kuchenbecker, Historic Preservation Officer

Re:

Installation of Wayfinding Project - Phase III

Wayfinding was an action item outlined in the Deadwood Comprehensive Historic Preservation Plan adopted by the Deadwood Historic Preservation Commission and City Commission in December 1990. This project began in 2013 with passage of proper SD-DOT required ordinances, contracting with a consultant – Berberich Design – in 2014 to develop necessary plans and specifications for a comprehensive wayfinding program, and budgeting in 2015 for beginning implementation and installation of the wayfinding signage.

Phase III is for vehicular signage from Cemetery Street to the intersection of Highway 385/85 through the newly constructed Sherman and Charles Street corridor. Attached are two quotes which were received for construction and installation for Phase III of Wayfinding: Rosenbaum's Signs in the amount of \$36,628.00 and Big Red Construction, Inc. in the amount of \$34,965.00.

The Wayfinding Project is valuable to residents, business owners and visitors to find Deadwood destinations and attractions. The Historic Preservation Commission and staff recommend approval of the Wayfinding Project Phase III. This is a budgeted line item.

Recommended Motion: Move to approve the construction and installation for the Wayfinding Project Phase III in the amount of \$34,965.00 with Big Red Construction, Inc.

Big Red Construction, Inc.

1823 Husker Place Rapid City, SD 57701

Estimate

Date	Estimate #
4/13/2017	85

Name / Address	
City of Deadwood	
Deadwood, SD 57785	
Wayfinding phase III	

		-	Project
Description	Qty	Rate	Total
Sign Type:	<u>. </u>	34,965.00	34,965.00
2- ENT 1.00 @ \$2,250.00ea			
2- VEH 1.10 @ \$4,500.00ea			
1- VEH 2.00 @ \$4,650.00ea	÷		
4- VEH 3.00 @ \$3,100.00ea			
3- VEH 4.00 @ \$1,471.67ea			
Price includes all material and labor to complete project as per prints supplied by Berberich Design dated 3/21/17			
Excluded in this quote is all sales, use and excise tax			
Upon inspections of existing signs it appeared there is a few locations needing adjustment in reference to post alignment within this bid we would address those issues.			
	<u>, </u>		
		Subtotal	\$34,965.00
		Sales Tax (0.0%)	\$0.00
		Total	\$34,965.00

Kevin Kuchenbecker

From:

Mike Willey <mikew@rosenbaumsigns.com>

Sent:

Friday, April 7, 2017 2:36 PM

To:

Kevin Kuchenbecker

Cc:

Berberich Design (ray@berberichdesign.com)

Subject:

FW: DDWD Phase III

Attachments:

03212017 DDWD_PhaseIII_REVISED.pdf; PastedGraphic-1.tiff

Kevin,

The following is our estimate for Phase 3.

CL002 VEH 4.00 (add sign to existing)	\$1,200.00
CL016 PED 1.10 New Sign	\$4,869.00
CL017 VEH 3.00 New Sign	\$3,400.00
DC064 VEH 1.10 New Sign	\$4,869.00
FC017 VEH 4.00 (add sign to existing)	\$1,200.00
FC018 VEH 4.00 (add sign to existing)	\$1,200.00
PLOO2 VEH 3.00 New Sign	\$3,400.00
PLO04 VEH 3.00 New Sign	\$3,400.00
PL005 VEH 3.00 New Sign_	\$3,400.00
PL006 ENT 1.00 New Sign & remove	\$2,434.00
PL007 VEH 2.00 New Sign	\$4,922.00
PLO08 ENT 1.00 New Sign	\$2,334.00
Total	\$36,628.00

Let me know if I am missing anything or have anything wrong.

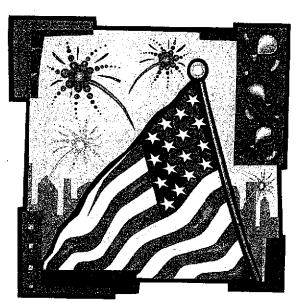
Sincerely,

Michael J. Willey Rosenbaum's Signs Rapid City, SD WK: 605-342-0481 Cell: 605-209-0865 City of Deadwood

10 H

Special Event Permit Application and Facility Use Agreement for

Bou's Boys Poker Pun



Instructions:

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

☐ Street Fair ☐ Triathlon ☐ Rode ☐ Other (specify) <u> </u>		☐ Parade ☐ Pavilion Use ☐ es	☐ Concert
Event Title: Beu's Rees Rela	y For Life Po	KerRun	
Event Date(s): 6-11-17 (month, day, year)	Total Anticipated	Attendance:	30
(monas, day, year)	(# of <u>Participants</u>	# of <u>Spe</u>	ctators)
Actual Event Hours: (from):	AM / 650 (to): <u> </u>	AM (PM)
Location / Staging Area: Lee St / L		#10 Side	
Set up/assembly/construction Date	e: <u>6</u> s	Start Time:	8 AM (PM
Please describe the scope of your Parked Motorcycles No Street Closure		(specific details):	
Dismantle Date: 10-11-17	Completion time:	8	AM (PM)
Sponsoring Organization: Salow #10	ASTUCIONS CONTRACTOR		OPRIVIATEON cial (for profit) mercial (nonprofit)
Chief Officer of Organization (NAME): Louie	Lalonde		
Applicant (NAME): Salou #10		ne: (as) 576	3346
Address: 657 Main St	Devoluted	<u></u>	57732
	(city)	(state)	(zip code)
Daytime phone: () Evening P			
Please list any professional event organizer or ev on your behalf to produce this event.	ent service provider h	ired by you that is	authorized to work
Name:			
Address:	(city)	/stata	/=in anda)
Contact noman flow pite? dail of accept as for 19th accept		(state)	(zip code)
Contact person "on site" day of event or facility use Note: This person must be in attendance for the du officials)	ration of the event and	Pager/Cell #: immediately avail	able to city

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

	NO	YES	
	₫ .		Is your organization a "Tax Exempt, nonprofit" organization? If YES , you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, non profit status).
	<u>d</u>		Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s).:
		-	
			A COMMENTANCIE TEMMENTE I DIVANCIEN ON PRINCIPIE (ON PARTICULARI (ON PARTICULA
Please p your eve	provide a de ent such as	tailed use of	description of your proposed event. Include details regarding any components of vehicles, animals, rides or any other pertinent information about the event:
Poker	Pun.	102	
ON C	our P	4h Oker	e Salown #10. This will be our loss stop.
			Last year one Poker Run raised over \$3000;
which	was	d	istributed to bothe Relay for Life and
Kamn	1915 K	14150	
event			
		.	
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		<u>. </u>	
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CITY OF



6-5-17 10I

PUBLIC WORKS DEPARTMENT

67 Dunlop Avenue
Deadwood, South Dakota 57732
Phone (605)578-3082
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June 5th, 2017

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Lower Main Welcome Center Change Order #11

SUMMARY

CO #11 for the Lower Main Welcome Center is for items that were not included in the original Contract. They include two line items:

- The Building signs that were shown in the drawings but the language indicated they were to be provided by others. (\$5,498.00)
- In-grade lighting for the two exterior sculpture pads. These lights require polarized films applied to the lights to allow light to be cast on the sculptures. (\$1,106.00)

RECCOMMENDATION

It is my recommendation that the Commission approve Change Order #11for the Lower Main Welcome Center Project for the total amount of \$6,604.00

			OWNER ARCHITECT CONTRACTOR FIELD OTHER	0 0 0		
PROJECT:	Deadwoo Welcome	d Lower Main Parki Center	ng Lot &	CHANGE ORDE DATE: 5/23/20	ER NUMBER: Elev	en (11)
	105 Main		•			
	Deadwoo	d, SD 57732	•		PROJECT NO: 145	
TO CONTRA	Ainswort 345 Indus	h-Benning Construct strial Dr. , SD 57783	ion Inc.	CONTRACT FO	OR: General Constru ATE: 12/22/2015	iction
The Contract is cl	hanged as fol	lows:				
PR# <u>CO</u> PR#25R	itractor <u>R#</u>	<u>Description</u> Building Signs R In-grade lighting	evised Pricing		<u>Actio</u> Add Add	
PR#43R						
PR#43K Total		~~gg			Add	<u>\$6,604.00</u>
Total	il signed b		tect and Contractor		Add	\$ <u>6,604.00</u>
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