

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
5:00 p.m. October 19, 2015

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 October 5, 2015**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Randy Nelson on behalf of Deadwood Business Club requests city wide free parking for 2015 Veteran's Salute
- B. Al Schaefer-2014 Audit Closing Conference and permission for Mayor to sign representation letter
- C. Mike Rodman on behalf of Deadwood Revitalization, request to apply for Bush Foundation Community Innovation Grant through the City of Deadwood and that city be named fiscal sponsor in connection with Bush Foundation Community Innovation Grant. Request permission for Mayor to sign Sponsorship Agreement
- D. Pat Roberts, BID 1-6 President, presenting recommendations for fee increase at parking ramp

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. Approve results of combined surplus auction held on September 26, 2015 which include proceeds of \$19,172.00 less 1/3 advertising, auction commission expense and sales tax = \$16,070.32.
- B. Purchase Precor treadmill from Push-Pedal-Pull in the amount of \$4,101.27 from Rec Center budget
- C. Allow Bob Nelson Sr., Tom Kruzel, John Tridle, Trent Mohr, and Bob Nelson Jr. to attend Safety and Loss Control Training Conference November 12-13 in Oacoma.
- D. Allow electronic funds transfer for principle and interest payment of \$236,181.25 for Sales Tax Revenue Bonds on November 30, 2015.
- E. Permission for Finance Officer to make expenditure correction from prior period and move \$34,031.76 from City Slot Agency (Fund 0723) to BID 1-6 (Fund 0213).

- F. Permission for Mayor to sign renewal agreement with Mystic Miner Ski Resort for billboard lease from November 1, 2015 to October 31, 2016 at rate of \$220.00 per month
- G. Permission for Mayor to sign renewal agreement with Terry Peak Ski Resort for billboard lease from November 1, 2015 to October 31, 2016 at rate of \$440.00 per month
- H. Permission to hire Blu Gay as part time Collections intern effective October 21, 2015 at \$8.50 per hour, pending pre-employment screening
- I. Permission for Police Department to repair vehicle struck by deer at Delahoyd's Paint and Body Shoop at cost of \$3,634.93
- J. Accept resignation from Rec Center employee Emilia Anderson effective September 29, 2015
- K. Permission to increase wage for Collections Intern Lili Sjomeling from \$8.75 hr. to \$8.97 hr. effective October 16, 2015 after 2 years of service
- L. Permission to increase wage for Custodian Marie Carr from \$9.49 hr. to \$10.20 hr. effective October 22, 2015 after 3 years of service
- M. Deadwood History Inc. request approval to serve liquor at Days of '76 Museum November 11 from 5:00 p.m. to 11:00 p.m. for party.
- N. Permission to purchase Diesel Fuel from South Side. 5500 gal @\$1.94 per gallon
- O. Permission to hire Deadwood Electric to perform Electrical work in connection with the Highway 85 project at Gordon Park for \$3,796.10
- P. Permission to hire Andy Goodwin as Parking Ramp Attendant at \$8.97 per hr. effective October 20, 2015 pending pre-employment drug screening

7. BID ITEMS

- A. Permission to advertise for bids on the Deadwood Welcome Center and set Bid opening for 2:00 p.m. on December 2, 2015 with results to the City Commission on December 7, 2015 at 5:00 p.m.

8. PUBLIC HEARINGS

- A. Deadwood Chamber requests that city set additional public hearing on October 19 at 5:00 p.m. for the following street closure in conjunction with Deadweird: close Main Street between Silverado and Franklin Hotel from 6:00 p.m. to 10:00 p.m. on October 31, and close Wall to Deadwood Street from 1:00 p.m. to 4:00 p.m. (Wall to Deadwood previously approved until 10:00 p.m.)
- B. Hold public hearing related to Resolution 2015-17, Intent to Annex Contiguous Property into City Limits

9. OLD BUSINESS

10. NEW BUSINESS

- A. Contract with Albertson Engineering in amount of \$18,030.00 for professional design services related to Fremont Street retaining wall and street drainage improvement to be paid from Historic Preservation City Retaining wall line item. (construction is budgeted in 2016)
- B. Parking and Transportation recommendation-terminate lease agreements with Silverado and First Western Bank, retain nine spaces for Silverado and advertise for bids to lease remaining five spaces

- C. Resolution 2015-18 to Surplus City Owned Real Estate to Deadwood-Lead Economic Development Corp.
- D. Approve RFP for Rodeo grounds concessionaire
- E. Appoint Planning and Zoning board member, term to expire December 31, 2016
- F. Purchase ten bike racks for placement throughout Deadwood and pay Victor Stanley \$5,064 plus shipping. Expenditure to be paid from Historic Preservation Capital Asset Benches and Lighting line item
- G. First reading of Ordinance #1230 for Actors and Street Performers
- H. Purchase annual garland and greens from Trinity United Methodist Church at cost of \$1,690.00
- I. First reading of Ordinance # 1231 To Amend Chapter 5.44 Trolleys, and set fees by Resolution, effective January 1, 2016
- J. First reading of Ordinance #1232 To Amend Chapter 12.44, Recreation Center, and set fees by Resolution, effective January 1, 2016
- K. First reading of Ordinance #1233 To Amend Chapter 10, and set fees by Resolution, effective January 1, 2016
- L. First reading of Ordinance #1234 To Amend Chapter 13.04, Water System, and set fees by Resolution, effective January 1, 2016

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

No action can be taken

- A. City of Deadwood received Platinum Level Safety and Loss Control Recognition Award at 2015 South Dakota Municipal League Convention. Premium savings on Workers Comp, liability, and property insurance approximately \$35,000.00.

12. **EXECUTIVE SESSION**

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

13. **ADJOURNMENT**

REGULAR MEETING, October 5, 2015

The Regular Session of the Deadwood City Commission convened on October 5, 2015 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, Gary Todd and Jim Van Den Eykel. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Todd moved, Speirs seconded to approve the minutes of September 21, 2015 and amended minutes of August 24, 2015. Roll Call: Aye-All. Motion carried.

SEPTEMBER, 2015 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$16,472.85; PUBLIC BUILDINGS, \$4,995.34; POLICE, \$51,310.16; FIRE, \$4,820.92; BUILDING INSPECTION, \$3,345.70; STREETS, \$28,159.49; PARKS, \$18,930.84; PLANNING & ZONING, \$4,676.36; LIBRARY, \$6,119.58; RECREATION CENTER, \$10,530.62; HISTORIC PRESERVATION, \$12,916.61; WATER, \$14,349.96; MT. MORIAH, \$6,078.38; PARKING METER, \$8,739.00 TROLLEY, \$21,601.83; PARKING RAMP, \$5,148.04; RUBBLE SITE, \$3,031.95. **PAYROLL TOTAL: \$223,958.39**

SEPTEMBER, 2015 PAYROLL PAYMENTS:

Internal Revenue Service, \$55,333.76; S.D. Retirement System, \$22,603.20; Delta Dental, \$3,759.20

APPROVAL OF DISBURSEMENTS

Ruth moved, Speirs seconded to approve the September 21, 2015 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	MAINTENANCE	244.19
ABC BUSINESS	SUPPLIES	230.60
ALERT-ALL	SUPPLIES	185.00
ALL AROUND AUTO	SUPPLIES	526.92
ALPHABET SIGNS	SIGN	205.00
ARLETH LAND SURVEYING	PROJECT	457.50
ASSOCIATED SUPPLY	SUPPLIES	740.82
BH CHEMICAL	SUPPLIES	368.10
BH POWER	SERVICE	24,534.20
BH SECURITY	SERVICE	194.70
BH SPECIAL SERVICE	CLEANING	2,115.00
BUTLER MACHINERY	SUPPLIES	261.83
CAI CONSTRUCTION	PROJECT	29,313.01
CENTURY BUSINESS	MAINTENANCE	350.35
CENTURY LINK	SERVICE	382.62
CHAINSAW CENTER	SUPPLIES	64.02
CHANEY-MOODIE, JEANETTE	REIMBURSEMENT	145.02
COCA COLA	SUPPLIES	631.65
CULLIGAN	SUPPLIES	284.50
CUSTOM DECOR MASONRY	REPAIR	1,796.75
DALES TIRE	SUPPLIES	1,142.00
DATA FLOW	SUPPLIES	176.70
DEADWOOD ELECTRIC	PROJECT	835.16
FARMER BROTHERS	SUPPLIES	83.60
FASTENAL	SUPPLIES	98.59
FMG ENGINEERING	PROJECT	5,320.00
FULLER, KELLY	REIMBURSEMENT	426.62
GALLS	UNIFORMS	165.06
GOLDEN WEST	SERVICE	433.50
GREAT WESTERN TIRE	SUPPLIES	219.00
GRIMM'S PUMP	SERVICE	266.38
HAWKINS	CHEMICALS	1,031.60
HD SUPPLY	SUPPLIES	291.90
HELMIN, MATT	MEETINGS	200.00
HERSRUDS	SUPPLIES	316.01
INTEGRATED PARKING	MAINTENANCE	3,456.00
INTERSTATE BATTERY	SUPPLIES	214.50
J. SCULL CONSTRUCTION	PROJECT	490,218.88
JACOBS WELDING	SIGNS	144.76
JULIN, SUZANNE	PROJECT	1,950.00
KUCHENBECKER, KEVIN	REIMBURSEMENT	251.44
LAWRENCE CO. REGISTER	FEES	360.00
LAWRENCE TITLE	FEES	300.00
LESTER, ROB	REIMBURSEMENT	1,804.50
LEWIS, TRACY	PROJECT	2,340.12
LIBERTY NATIONAL	TIF	81.58
LIGHTING MAINTENANCE	SUPPLIES	277.50
MERTENS, KENNETH	REIMBURSEMENT	293.72
MIDWEST TAPE	DVD	161.93
MDU	SERVICE	2,404.93
MUTUAL OF OMAHA	INSURANCE	229.31
NEIGHBORHOOD LENDING	SERVICE	147.20
NEVE'S	UNIFORMS	686.39
NORTHWEST PIPE FITTINGS	SUPPLIES	1,781.26
OTIS ELEVATOR	MAINTENANCE	120.81
PASSPORT PARKING	METERS	38.50
PEPPMEIER, JANICE	REIMBURSEMENT	543.15

REGULAR MEETING, October 5, 2015

PETTY CASH	LIBRARY	49.00
PIKE, MATTHEW	PROJECT	469.39
PITNEY BOWES	LEASE	237.93
PITNEY BOWES	POSTAGE	500.00
QUILL	SUPPLIES	119.70
RC JOURNAL	SUBSCRIPTION	283.40
RASMUSSEN MECHANICAL	PROJECT	1,628.22
ROCKMOUNT RESEARCH	SUPPLIES	734.20
S&C CLEANERS	CLEANING	700.00
SCHMIDT, WILLIAM	PROJECT	2,884.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SEMAPHORE	SOFTWARE	105.50
SERVALL	SUPPLIES	1,217.73
SD HISTORICAL	SERVICE	360.00
STRETCH'S	SERVICE	866.95
THIS OLD HOUSE	RENEWAL	10.00
TOMS, DON	PROJECT	630.00
TRIDLE, JOHN	REIMBURSEMENT	47.65
TROUTON, JEFF AND LAUREN	PROJECT	800.00
TRUGREEN	SERVICE	947.25
TSP	PROJECT	6,936.54
TURBIVILLE INDUSTRIAL	SUPPLIES	103.95
TURBIVILLE, CHARLES	REIMBURSEMENT	195.30
TWILIGHT	SUPPLIES	281.26
TWIN CITY HARDWARE	SUPPLIES	6,523.72
VAN DIEST SUPPLY	SUPPLIES	671.50
VAST	SERVICE	1,245.66
VERIZON	METERS	40.01
WELLMARK	INSURANCE	39,521.63
WESTERN STATES FIRE	INSPECTION	225.00
	TOTAL	\$650,209.87

ITEMS FROM CITIZENS ON AGENDA

Proclamation

The Mayor read a proclamation declaring October 5 and every Monday in October as World Habitat Day in the City of Deadwood. Renee Keech gave a brief description about World Habitat.

Petition

Tim Johns presented a petition of Annexation and requested that the City adopt a resolution of intent to annex and enter into a development agreement. Johns also requested that the City schedule a public hearing on Resolution of Intent to Annex property. Todd moved, Speirs seconded to approve the petition of Annexation and set a public hearing on October 19, 2015. Roll Call: Aye-Speirs, Todd, Van Den Eykel, Turbiville. Ruth recused himself from discussion and voting. Motion carried.

Permission

Troy Fairbanks, Buffalo Dreamers, brought information requested to the Commission and asked for street closure on Main Street through December 1, 2015. He stated he met with Trolley Manager Nelson Sr. and discussed trolley stop times at different locations on Main Street. Commission was not in favor of Main Street location but suggested alternative locations. Commissioner Ruth thanked Fairbanks for bringing the information forward. After further discussion Todd moved, Ruth seconded to allow Buffalo Dreamers to perform at the Interpretive Center through October 31 contingent upon signed agreement. Roll Call: Aye-All. Motion carried.

Amanda Kille, Deadwood Chamber, asked Commission to allow Deadwood Chamber to use Interpretive Lot from 7:00 a.m. to 9:30 a.m. on October 12 for Great American Auto Race. Kille gave a brief description of the event. Ruth moved, Speirs seconded 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. Permission for Mayor to sign contract with Dakota Prairie Landscapes LLC for Mickelson Trail drainage (approved September 21, 2015)
- B. Permission to increase wage for Police Reserve Casey Nelson from \$12.14 an hour to \$12.66 an hour effective October 2, 2015 after 3 years of service.
- C. Permission for Mayor to sign Oakridge Certificates of Purchase and Warranty Deeds for Geraldine Nelson and David and Claudia Fredericksen.
- D. Fire Prevention Week Proclamation October 4 through 10, 2015.
- E. Allow trolley to participate in Homecoming parade on October 16.

REGULAR MEETING, October 5, 2015

- F. Permission for Mayor to sign contract with Genesee Valley Daoist Hermitage to transcribe documents pertaining to Wing Tsue Emporium at cost not to exceed \$2,000.00, to be paid from Archives budget.
- G. Purchase 5500 gallons of gas from Southside for \$2.44 per gallon for total cost of \$13,420.00.
- H. Permission for Mayor to sign an easement with Deadwood Hospitality Resort, LLC for work that contractor will be doing for the Mickelson Trail Drainage project.
- I. Permission to hire Cady Harrington as a part-time Collections Intern at \$8.50 an hour beginning October 12, 2015 pending necessary pre-drug screening requirements.
- J. Permission for the Mayor to sign Professional Services Agreement with Albertson engineering for increase in services as approved September 21, 2015.

PUBLIC HEARINGS

Public hearing was opened at 5:13 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Todd moved, Van Den Eykel seconded to approve the street closure on Main Street from Four Aces to Masonic Temple on October 16 from 2:00 p.m. until parade ends for Lead-Deadwood High School Homecoming Parade. Roll Call: Aye-All. Motion carried.

Set

Sarah Anderson, Deadwood Chamber, asked the Commission to set an additional public hearing in conjunction with Deadweird. Todd moved, Ruth seconded to set public hearing on October 19 at 5:00 p.m. for street closure, Main Street from Deadwood to Pine from 6:00 p.m. to 10:00 p.m. on October 31 and close Main Street from Wall to Deadwood from 1:00 p.m. to 4:00 p.m. instead of 10:00 p.m., which was previously approved. Roll Call: Aye-All. Motion carried.

OLD BUSINESS

Discussion

Discussion continued concerning noise ordinance #1229. Mayor Turbiville stated members of the Commission, Police Department, Bob Nelson Sr., Mike Trucano, and Tim Conrad met Tuesday September 29 to perform decibel testing at several locations around the community. Mike Trucano presented a handout to the Commission, and spoke about concerns as a resident dealing with the proposed ordinance. Yancy DeVeer spoke about first amendment rights and was opposed to proposed ordinance. After much discussion, Mayor Turbiville stated more meetings will be held to address noise levels and will be discussed at a later date.

NEW BUSINESS

Participation

Finance Officer Nelson stated during the Economic Development meeting, housing study was discussed and several non-profits and cities would like to participate. Van Den Eykel moved, Ruth seconded to participate in Housing Needs Study and cost-share incentive program with City of Lead, Lead-Deadwood Economic Development and other contributing area agencies, not to exceed \$1,000.00. Roll Call: Aye-All. Motion carried.

Contract

Todd moved, Speirs seconded to contract with Armstrong Extinguisher Service for \$4,414.00 to perform the annual maintenance service on fire extinguishers throughout city property. Roll Call: Aye-All. Motion carried.

Approve

Speirs moved, Ruth seconded to approve Deadwood Historic Preservation Commission's recommendation to award St. Ambrose Catholic Church a nonprofit grant in the amount of \$36,845.00 for the repair and replacement of the concrete steps on the south side of the church. Commissioner Van Den Eykel questioned why only one bid was received. Roll Call: Aye-Ruth, Speirs, Todd, Turbiville. Nay-Van Den Eykel. Motion carried.

REGULAR MEETING, October 5, 2015

Change order

Van Den Eykel moved, Ruth seconded to approve Change Order for the Rodeo Grounds Concessions and Restrooms with Scull Construction in the amount of \$16,842.27 per recommendation of City Staff and Stafford Architecture for necessary construction directives to complete the project. Commissioner Todd questioned why this amount was not in the initial bid. Historic Preservation Officer Kuchenbecker stated additional electrical and communications were required and future needs were not included in the original plan. Roll Call: Aye-All. Motion carried.

Resignation

Todd moved, Ruth seconded to accept resignation of Laura Floyd from the Fassbender Photographic Collection Board of Directors and announce opening to the general public. Mayor Turbiville stated interested parties should contact Historic Preservation Officer Kuchenbecker. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mayor Turbiville stated appointment is needed on Planning and Zoning Commission. Interested parties please submit letter of interest to Bob Nelson Jr. at 108 Sherman Street.

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.

Commissioner Speirs thanked the Library staff for the Festival of Books, thanked the Chamber and Parks department for Oktoberfest, and thanked Deadwood Alive for the shootout performance during the Festival of Books and Oktoberfest.

ADJOURNMENT

Van Den Eykel moved, Todd seconded to adjourn the regular session at 6:16 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 October 19, 2015.

After coming out of executive session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2(1) the following motions were made.

Ruth moved, Speirs seconded to increase wage of Rhonda McGrath to \$15.99 per hour effective October 5, 2015.

Speirs moved, Ruth seconded to direct City Attorney to draft letter to States Attorney Fitzgerald in response to open meeting complaint.

Speirs moved, Todd seconded to adjourn at 6:35 p.m.

ATTEST: _____ DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PACKET: 03640 COMBINED - 10/20/15

VENDOR SRT: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-656	101-4111-423	PUBLISHING MINUTES - 8/17/15	000000	229.72
		I-676 - 2015	101-4111-423	PUBLISHING NOH - BEV.LIC.TRSF./SCHADE	000000	13.11
		I-690 - 2015	101-4111-423	PUBLISHING MINUTES - 8/25/15	000000	190.38
		I-704	101-4111-423	PUBLISHING NOH - HOMECOMING PARADE	000000	11.31
		I-705	101-4111-423	PUBLISHING ORDINANCE #1227 - SUPP.BUDGET	000000	53.81
		I-705A	101-4111-423	PUBLISHING ORDINANCE #1228	000000	56.98
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-681328	101-4111-426	SUPPLIES ACCESS RELAY-SUBURBAN	000000	11.59
01-1827	MS MAIL & MARKETING					
		I-7545	101-4111-426	SUPPLIES PREP FOR SAFETY BOOKS	000000	136.00
					DEPARTMENT 111 COMMISSION	TOTAL: 702.90
01-2394	GUNDERSON, PALMER, NELLS					
		I-62836	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	2,644.30
					DEPARTMENT 141 ATTORNEY	TOTAL: 2,644.30
01-0097	FARMER BROTHERS CO					
		I-62526286	101-4192-426-04	SUPPLIES - CI COFFEE - CITY HALL	000000	57.50
01-0360	ABC BUSINESS SUPPLY					
		I-9187	101-4192-425-04	REPAIRS - CIT SURGE SUPPRESSOR/PB CITY HALL	000000	260.00
		I-9261	101-4192-425-06	REPAIRS - DAY (10) MAX LITE BULBS 100 WATT	000000	220.00
01-0429	BLACK HILLS POWER & LIG					
		I-100915POWER	101-4192-428-04	UTILITIES - C POWER 13 DAYS 9/9-9/22/15 - CH	000000	1,145.16
01-0547	M&M SANITATION					
		I-28891	101-4192-426-05	SUPPLIES - CO TOILET RENTAL - COLD STORAGE	000000	110.00
		I-28892	101-4192-426-18	SUPPLIES - FO (2) TOILET RENTAL-FOOTBALL FLD	000000	220.00
01-0602	CENTURY LINK					
		I-100415CENTURYLINK	101-4192-428-18	UTILITIES - P PH SRVC 10/4-11/3/15 FTBL FLD	000000	158.67
01-0724	ARMSTRONG EXTINGUISHER					
		I-142009	101-4192-425-01	REPAIRS - ADA FIRE EXTING MAINT/ADAMS HOUSE	000000	124.32
		I-142009	101-4192-425-02	REPAIRS - ADA FIRE EXTING MAINT/ADAMS MUSEUM	000000	207.20
		I-142009	101-4192-425-03	REPAIRS - BAL FIRE EXTING MAINT/BALLPARK	000000	165.76
		I-142009	101-4192-425-04	REPAIRS - CIT FIRE EXTING MAINT/CITY HALL	000000	372.96
		I-142009	101-4192-425-05	REPAIRS - COL FIRE EXTING MAINT/COLD STORAGE	000000	124.32
		I-142009	101-4192-425-06	REPAIRS - DAY FIRE EXTING MAINT/GRANDSTAND	000000	647.28
		I-142009	101-4192-425-08	REPAIRS - HIS FIRE EXTING MAINT/HISTORY CENT	000000	248.64
		I-142009	101-4192-425-10	REPAIRS - LIB FIRE EXTING MAINT/LIBRARY	000000	331.52

PACKET: 03640 COMBINED - 10/20/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDCR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0724	ARMSTRONG EXTINGUISHER		continued			
		I-142009	101-4192-425-11	REPAIRS - PAR FIRE EXTING MAINT/PARKS	000000	411.40
		I-142009	101-4192-425-12	REPAIRS - PAV FIRE EXTING MAINT/PAVILION	000000	248.64
		I-142009	101-4192-425-13	REPAIRS - REC FIRE EXTING MAINT/REC CENTER	000000	290.88
		I-142009	101-4192-425-14	REPAIRS - STR FIRE EXTING MAINT/STREETS	000000	372.96
		I-142009	101-4192-425-15	REPAIRS - TRO FIRE EXTING MAINT/TROLLEY	000000	165.76
01-1148	KNECHT HOME CENTER, INC					
		I-908722	101-4192-425-02	REPAIRS - ADA NUTS-SCREWS-BOLTS	000000	14.30
01-1337	WHISLER BEARING CO.					
		I-210546	101-4192-425-09	REPAIRS - HAR PILLOW BLOCK	000000	43.48
01-1380	WASTE CONNECTIONS, INC.					
		I-11897575	101-4192-426-14	SUPPLIES - ST CITY SHOP DUMPSTERS	000000	1,008.00
		I-11899052	101-4192-426-09	SUPPLIES - HA HARCC DUMPSTER	000000	497.50
01-1502	BLACK HILLS CHEMICAL					
		I-090558	101-4192-426	SUPPLIES BLUE SUPER CONCENTRATE	000000	103.96
		I-090593	101-4192-426	SUPPLIES TOWEL-GLOVE-FURN POLISH	000000	426.57
		I-090593A	101-4192-426	SUPPLIES FURNITURE POLISH	000000	55.38
		I-090594	101-4192-426	SUPPLIES TOILET PAPER	000000	199.96
01-1507	GENE'S LOCK SHOP					
		I-4636	101-4192-425-08	REPAIRS - HIS REKEY CYLINDER - HISTORY CNTR	000000	20.00
01-3223	QUICK TROPHY, LLC					
		I-65567-A	101-4192-426-14	SUPPLIES - ST QUICK TROPHY, LLC	000000	9.00
01-3421	S&C CLEANERS					
		I-105	101-4192-422-16	PROFESSIONAL- CLEAN RR/LOWER MAIN BOOTH	000000	60.00
		I-105	101-4192-422-08	PROFESSIONAL- CLEAN RR/HISTORY CENTER	000000	705.00
		I-105	101-4192-422	PROFESSIONAL CLEAN RR/MT MORIAH	000000	615.00
		I-105	101-4192-422	PROFESSIONAL CLEAN RR/SHERMAN ST TRAILHEAD	000000	45.00
		I-105	101-4192-422-03	PROFESSIONAL CLEAN RR/BALLFIELDS	000000	528.00
		I-105	101-4192-422-11	PROFESSIONAL CLEAN RR/GORDON PARK	000000	637.50
01-3558	DEADWOOD HISTORY, INC.					
		I-092217	101-4192-425-02	REPAIRS - ADA REIM FOR FILTERS/ADAMS MUSEUM	000000	44.41
01-3838	VAST BROADBAND					
		I-092915VAST	101-4192-428-04	UTILITIES - C TELEPHONE 9/28-10/27/15\CH	000000	413.52
		I-092915VAST	101-4192-428-14	UTILITIES - S TELEPHONE 9/28-10/27/15\PW	000000	413.52
		I-092915VAST	101-4192-428-07	UTILITIES - F TELEPHONE 9/28-10/27/15\FH	000000	413.52
		I-92115 MM	101-4192-428	UTILITIES PHONE MT MORIAH 9-20/10-19-15	000000	136.64
DEPARTMENT 192 PUBLIC BUILDINGS					TOTAL:	12,273.23

PACKET: 03640 COMBINED - 10/20/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 193 DATA PROCESSING

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE	I-296380	101-4193-422	PROFESSIONAL EMAIL SECURITY & BACKUP SVC	000000	710.00
						710.00
DEPARTMENT 193 DATA PROCESSING TOTAL:						710.00
01-0467	CULLIGAN OF THE NORTHER	I-70860	101-4210-424	RENTALS BOTTLED WATER, CUPS - POLICE	000000	31.00
		I-71761	101-4210-424	RENTALS BOTTLED WATER - POLICE	000000	32.50
		I-71934	101-4210-424	RENTALS WATER COOLER RENTAL - POLICE	000000	15.00
01-0508	GALLS, LLC	I-4153154	101-4210-426	SUPPLIES PATROL BAG, HOLSTER	000000	127.63
01-1230	INTERSTATE ALL BATTERY	I-1901001004510	101-4210-425	REPAIRS 6 BATTERIES - POLICE DEPT	000000	239.70
		I-1901001004511	101-4210-426	SUPPLIES 1.5 BATTERIES - POLICE DEPT	000000	9.50
01-1399	NEVE'S UNIFORMS, INC.	I-RP-035838	101-4210-426	SUPPLIES BODY ARMOR	000000	660.00
		I-RP-035876	101-4210-426	SUPPLIES UNIFORM PANTS, SHIRT	000000	176.44
01-1424	SOUTHSIDE SERVICE	I-42848	101-4210-425	REPAIRS R & R ROTORS	000000	116.00
		I-42942	101-4210-425	REPAIRS BATTERY	000000	110.00
		I-42993	101-4210-425	REPAIRS OIL, FILTER, WASHER FLUID	000000	92.65
		I-43009	101-4210-425	REPAIRS TIRES	000000	700.00
		I-43037	101-4210-425	REPAIRS TAIL LAMP ASSY.	000000	110.00
01-1653	STURDEVANT'S AUTO PARTS	I-32-681262	101-4210-425	REPAIRS OIL	000000	50.28
		I-32-681264	101-4210-425	REPAIRS OIL	000000	36.48
01-1827	MS MAIL & MARKETING	I-7598	101-4210-426	SUPPLIES LETTERHEAD - POLICE DEPT	000000	75.00
01-3775	LUX, JUSTIN	I-100215	101-4210-427	TRAVEL FUEL REIMBURSEMENT	000000	23.41
DEPARTMENT 210 POLICE TOTAL:						2,605.59
01-0360	ABC BUSINESS SUPPLY	I-9141	101-4221-426	SUPPLIES INK CARTRIDGE	000000	19.30
01-1230	INTERSTATE ALL BATTERY	I-1901001004406	101-4221-422	PROFESSIONAL 2 BATTERIES	000000	261.60
01-1653	STURDEVANT'S AUTO PARTS					

PACKET: 03640 COMBINED - 10/20/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	STURDEVANT'S AUTO PARTS	continued				
		I-32-681478	101-4221-425	REPAIRS HOSE FITTINGS	000000	3.49
01-2490	POSITIVE PROMOTIONS, IN					
		I-05324454	101-4221-429	OTHER PROMO ITEMS - FIRE DEPT	000000	290.06
01-3056	NORTHERN HILLS TECHNOLO					
		I-11142	101-4221-422	PROFESSIONAL ONLINE BACKUP, ADD'L STORAGE	000000	51.00
01-3913	HEIMAN INC.					
		I-2478	101-4221-435	TRUCK RESERVE 2016 FORD F-550 CHASSIS	000000	49,697.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 50,322.45
01-0360	ABC BUSINESS SUPPLY					
		I-9189	101-4232-426	SUPPLIES FOLDER LABELS - BI	000000	5.32
01-1827	MS MAIL & MARKETING					
		I-7602	101-4232-426	SUPPLIES BUSINESS CARDS - BI	000000	35.00
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 40.32
01-0097	FARMER BROTHERS CO					
		I-62526288	101-4310-426	SUPPLIES COFFEE/CREAMER	000000	177.90
01-0467	CULLIGAN OF THE NORTHER					
		I-70975	101-4310-426	SUPPLIES (3) BOTTLED WATER/STREETS	000000	19.50
		I-71551	101-4310-426	SUPPLIES (3) BOTTLED WATER	000000	19.50
01-0514	HILLS MATERIALS COMPANY					
		I-586535	101-4310-426	SUPPLIES 1" BLACK BASE/STREETS	000000	141.69
01-0561	SD ONE CALL					
		I-SD15-2862	101-4310-422	PROFESSIONAL MSG FEES SEPT 2015\STREETS	000000	32.48
01-0575	SOUTHSIDE OIL					
		I-89021	101-4310-426	SUPPLIES 5500 GAL GAS/ALL DEPTS	000000	12,645.79
01-0653	FASTENAL COMPANY					
		I-SDSPE84279	101-4310-426	SUPPLIES ALLTHREAD, NUTS	000000	52.85
01-0655	FISHER SAND & GRAVEL					
		I-93989	101-4310-426	SUPPLIES 625.13 CRUSHER FINES	000000	6,251.30
01-0782	JACOBS PRECISION WELDIN					
		I-22241	101-4310-425	REPAIRS BOLTS-NUTS-WASHERS	000000	26.20

PACKET: 03640 COMBINED - 10/20/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1333	DEADWOOD ELECTRIC					
		1-21174	101-4310-425	REPAIRS REPAIR PK LOT & STREET LIGHTS	000000	910.40
01-1348	EDDIE'S TRUCK CENTER, I					
		I-X201013136:01	101-4310-425	REPAIRS TEMPERATURE SENSOR	000000	23.40
		I-X201013242:01	101-4310-425	REPAIRS ROTORS-PADS/FL70 FREIGHTLINER	000000	358.52
01-1498	A & J SUPPLY					
		I-1254	101-4310-426	SUPPLIES 18 GA SHTS-1X1 1/8, 1/4 ANGLE	000000	312.55
		I-1261	101-4310-426	SUPPLIES 4X8 SHEET METAL / STREETS	000000	109.73
01-1515	RAPID DELIVERY					
		I-302053	101-4310-426	SUPPLIES DELIVERY SERVICE/BUTLER	000000	12.08
		I-304772	101-4310-426	SUPPLIES DELIVERY SERVICE/ETC	000000	12.08
		I-306294	101-4310-426	SUPPLIES DELIVERY SERVICE/BUTLER	000000	13.23
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-681143	101-4310-426	SUPPLIES (6) PRONTO WW GAL	000000	17.34
		I-32-681183	101-4310-426	SUPPLIES MECH FASTFIT GLV B	000000	106.80
		I-32-681204	101-4310-425	REPAIRS HZ BATTERY ASM	000000	72.17
		I-32-681353	101-4310-426	SUPPLIES MINI FUSE ASST/AMP ATC BL-STR	000000	25.06
01-1755	KIMBALL MIDWEST					
		I-4489498	101-4310-426	SUPPLIES HVY DUTY HOSE/CHISEL/RIV CAN	000000	194.35
01-3781	ROTH TRUCKING INC.					
		I-1214	101-4310-426	SUPPLIES (625.13) SAND-SANDING STREETS	000000	4,375.91
01-3836	MID-AMERICAN RESEARCH C					
		I-0562857-IN	101-4310-426	SUPPLIES OIL-GLS CLNRS-GREASE/STREETS	000000	123.88
01-3910	HENKE					
		I-5109428	101-4310-425	REPAIRS REPAIRS TO BIG SANDER	000000	220.29
01-3912	CTW SAFETY					
		I-U702	101-4310-425	REPAIRS CAP, HDPE 1.5 X .775 ROUND	000000	26.88
DEPARTMENT 310 STREETS					TOTAL:	26,281.88
01-1380	WASTE CONNECTIONS, INC.					
		I-11897731	101-4320-422	PROFESSIONAL RESIDENTIAL GARBAGE	000000	6,601.30
DEPARTMENT 320 SANITATION					TOTAL:	6,601.30
01-0213	TRUGREEN CHEM-LAWN					
		I-39745746	101-4520-422	PROFESSIONAL TRUGREEN CHEM-LAWN	000000	60.00
		I-39940590	101-4520-425	REPAIRS LAWN SERVICE-ADAMS HOUSE	000000	40.75

PACKET: 03640 COMBINED - 10/20/15

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN		continued			
		I-39945609	101-4520-425	REPAIRS LAWN SVC-GORDON,SHERM,CEMETARY	000000	141.75
		I-39949694	101-4520-425	REPAIRS LAWN SERVICE-ADAMS MUSEUM	000000	40.75
01-0232	S & S REPAIR					
		I-011201	101-4520-425	REPAIRS WIPERTRANS-AXEL-03 PICKUP	000000	430.79
01-0418	BLACK HILLS PIONEER					
		I-675	101-4520-422	PROFESSIONAL BID NOTICE-MICKELSON TRL DRAIN	000000	30.92
01-0467	CULLIGAN OF THE NORTHER					
		I-71550	101-4520-426	SUPPLIES (1) BOTTLED WATER/PARKS	000000	6.50
		I-71933	101-4520-426	SUPPLIES WATER COOLER RENTAL/PARKS	000000	15.00
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-43026	101-4520-425	REPAIRS LBR MT&BAL TIRE/DISPOSAL/VALVE	000000	217.99
01-1358	STAN HOUSTON EQUIP.CO.I					
		I-02 369951	101-4520-433	IMPROVEMENTS SAFETY FENCE/BASEBALL	000000	349.85
01-1380	WASTE CONNECTIONS, INC.					
		I-11897599	101-4520-426	SUPPLIES PARKS DUMPSTERS	000000	500.31
01-1406	STRETCH'S GLASS & CUSTO					
		I-I026390	101-4520-425	REPAIRS UTV TIRE MOUNT/VALVE STEMS	000000	87.30
01-1496	LAWRENCE CO. REGISTER O					
		I-101515	101-4520-433-02	CIP - SHERMAN EASEMENTS	000000	30.00
01-1537	RDO EQUIPMENT					
		I-P00060	101-4520-425	REPAIRS ALTERNATOR REMA/KIT	000000	393.58
01-1653	STURDEVANT'S AUTO PARTS					
		C-32-678558CR	101-4520-426	SUPPLIES REVSL OF 9/22/15 DUP PYMT	000000	2.99-
		C-32-681216	101-4520-426	SUPPLIES STURDEVANT'S AUTO PARTS	000000	59.40-
		I-32-681187	101-4520-426	SUPPLIES (4) 1' X 10' SOFT RATCHET STR	000000	21.06
		I-32-681214	101-4520-426	SUPPLIES PRONTO FW30 QT	000000	97.08
		I-32-681966	101-4520-426	SUPPLIES MOTOR TUNEUP/32 OZ FU	000000	30.77
01-2069	BARCO PRODUCTS COMPANY					
		I-091501281	101-4520-426	SUPPLIES BARCO PRODUCTS COMPANY	000000	573.22
01-3971	KRUZEL, TOM					
		I-092815TK	101-4520-425	REPAIRS REIM TKRUZEL/TIRES PARKS MULE	000000	359.96
01-3867	LESKCA, INC.					
		I-APP 3 - 9/30/15	101-4520-433-01	CIP - TRAIL C MICKELSON TRAILHEAD BRDWALK	000000	2,337.50
01-3911	DAKOTA PRAIRIE LANDSCAP					

PACKET: 03640 COMBINED - 10/20/15

VENDOR SFT: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3911	DAKOTA PRAIRIE LANDSCAP		continued			
		I-100215PLAYEQUIP	101-4520-433-02	CIP - SHERMAN MICKELSON TRAIL DRAINAGE	000000	19,118.25
				DEPARTMENT 520 PARKS	TOTAL:	24,820.94
01-0182	ARLETH LAND SURVEYING L					
		I-965	101-4640-422	PROFESSIONAL PLAT 9253-LOT BHND LOT 23 BLK	000000	200.00
01-0467	CULLIGAN OF THE NORTHER					
		I-71370	101-4640-426	SUPPLIES 2 BOTTLED WATER	000000	13.00
		I-71932	101-4640-426	SUPPLIES COOLER RENTAL 10/01/15	000000	15.00
01-3314	CENTURY BUSINESS PRODUC					
		I-296119	101-4640-428	UTILITIES CONTRACT 09/09-10/08/15	000000	355.63
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	583.63
				FUND 101 GENERAL FUND	TOTAL:	127,586.54

PACKET: 03640 COMBINED - 10/20/15

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1171	A & B BUSINESS SOLUTION					
		I-IN196481	206-4550-426	SUPPLIES COPIER CONTRACT - JULY	000000	39.40
		I-IN204608	206-4550-426	SUPPLIES COPIER CONTRACT - AUGUST	000000	39.40
01-1562	MIDWEST TAPE					
		I-93263023	206-4550-434	BOOKS, MAPS A DVDs	000000	40.96
01-1792	PEARN AND ASSOCIATES, I					
		I-982015AWLSI	206-4550-424	CHILDREN'S PR BOOK	000000	30.00
01-1911	EMERY-PRATT COMPANY					
		I-563373	206-4550-434	BOOKS, MAPS A BOOKS	000000	36.38
		I-563710	206-4550-434	BOOKS, MAPS A BOOKS	000000	34.80
01-3665	MITZI'S BOOKS					
		I-2398	206-4550-424	CHILDREN'S PR BOOKS	000000	61.51
DEPARTMENT 550 LIBRARY					TOTAL:	282.47
FUND 206 LIBRARY FUND					TOTAL:	282.47

PACKET: C3640 COMBINED - 10/20/15

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0223	COCA COLA BOTTLING HIGH						
		I-1546090	209-4510-426	SUPPLIES	AQUAPURE/RETURNABLE - RC	000000	60.60
		I-186217	209-4510-426	SUPPLIES	COOLER RENTAL - REC CENTER	000000	14.00
01-0418	BLACK HILLS PIONEER						
		I-093015AD	209-4510-423	PUBLISHING	COMMUNITY AD - REC CENTER	000000	10.00
01-0931	PLAY IT AGAIN SPORTS						
		I-227230	209-4510-426	SUPPLIES	LONGBAR/HVY BAG/COLLARS	000000	195.96
01-1380	WASTE CONNECTIONS, INC.						
		I-11897731	209-4510-426	SUPPLIES	REC CENTER DUMPSTER	000000	65.00
01-2866	ATLAS BUILDING MAINTENA						
		I-1509045	209-4510-426	SUPPLIES	CITRI-SOLVE - REC CENTER	000000	412.98
01-3109	WEST RIVER MASONRY INC.						
		I-2015-44	209-4510-425	REPAIRS	BRICK WALL LABOR/MATERIALS	000000	4,081.64
01-3151	KONE INC.						
		I-949108832	209-4510-422	PROFESSIONAL	SERVICE ELEVATOR-REC CENTER	000000	133.40
01-3346	REGIONAL HEALTH NETWORK						
		I-143921C2296	209-4510-422	PROFESSIONAL	TESTING	000000	25.00
01-3424	BLACK HILLS URGENT CARE						
		I-744	209-4510-422	PROFESSIONAL	TESTING	000000	30.00
01-3506	ALSCO						
		I-LCA992262	209-4510-426	SUPPLIES	ALSCO	000000	81.97
		I-LCAS988820	209-4510-426	SUPPLIES	MATS - RC	000000	81.97
01-3618	KDSJ 960 AM RADIO						
		I-15-09-040	209-4510-423	PUBLISHING	FOOTBALL ADVERTISING - RC	000000	175.00
01-3648	NETWORK SERVICES COMPAN						
		I-191650-0	209-4510-426	SUPPLIES	GARBAGE BAGS - RC	000000	30.31
		I-191653-0	209-4510-426	SUPPLIES	TISSUE-CLEANER-SHAMPOO\RC	000000	287.40
DEPARTMENT 510 REC CENTER						TOTAL:	5,685.23
FUND 209 BED & BOOZE FUND						TOTAL:	5,685.23

PACKET: 03640 COMBINED - 10/20/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-2916	FALL RIVER COUNTY HISTO						
		I-93015	215-4572-235	VISITOR MGMT FALL RIVER HS DONATION	000000	250.00	
01-2295	PANKIER						
		I 155024	215-4572-235	VISITOR MGMT FRIERE'S MINE SIGN	000000	510.44	
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL:	760.44
01-0917	DEADWOOD DEVELOPMENT CO						
		I-50745	215-4573-335	HIST. INTERP. UPS SHIPPING	000000	28.98	
01-1547	AASLH MEMBERSHIP SERVIC						
		I-20151001	215-4573-325	HIST. INTERP. AASLH MEMRSHP 11/15 - 10/16	000000	115.00	
01-1690	ADAMS MUSEUM & HOUSE, I						
		I-20151002	215-4573-310	HIST. INTERP. ADAMS MUSEUM & HOUSE, INC.	000000	61,500.00	
01-2014	TCMS, DON						
		I-2015 LC BOOK 8 LTR	215-4573-335	HIST. INTERP. BOOK 8 LETTERS TRANSCRIPT	000000	630.00	
01-2986	SOCIETY OF AMERICAN ARC						
		I-PRO-0225180	215-4573-335	HIST. INTERP. RENEWAL MEMBERSHIP	000000	130.00	
DEPARTMENT 573 HP HISTORIC INTERPRETATIOT						TOTAL:	62,403.98
01-0578	TWIN CITY HARDWARE & LU						
		I-D330702	215-4575-525	GRANT/LOAN PA 23 BURNHAM HANSON	000000	74.98	
		I-D330745	215-4575-525	GRANT/LOAN PA 38 VAN BUREN HUNTER	000000	36.99	
		I-D330856	215-4575-525	GRANT/LOAN PA 31 JACKSON PEHRSON	000000	33.95	
		I-D331005	215-4575-525	GRANT/LOAN PA 38 VAN BUREN - HUNTER	000000	41.99	
		I-D331112	215-4575-525	GRANT/LOAN PA 39 DUNLOP - SWENSON	000000	123.97	
		I-D331144	215-4575-525	GRANT/LOAN PA 170 PLEASANT ST - FOSSO	000000	21.99	
		I-D331465	215-4575-525	GRANT/LOAN PA 170 PLEASANT - FOSSO	000000	69.47	
		I-D331629	215-4575-525	GRANT/LOAN PA 33 JACKSON - TROUTON	000000	58.96	
		I-D331693	215-4575-525	GRANT/LOAN PA 866 MAIN ST - HOGGATT	000000	91.97	
		I E34209	215-4575-525	GRANT/LOAN PA 2 DUDLEY MORGAN	000000	312.78	
		I-E34975	215-4575-525	GRANT/LOAN PA 23 BURNHAM HANSON	000000	34.99	
		I-E35261	215-4575-525	GRANT/LOAN PA 33 JACKSON - TROUTON	000000	7.99	
		I-E35421	215-4575-525	GRANT/LOAN PA 33 JACKSON - TROUTON	000000	49.98	
		I-E35465	215-4575-525	GRANT/LOAN PA 31 JACKSON - PEHRSON	000000	124.47	
		I-E35858	215-4575-525	GRANT/LOAN PA 33 JACKSON - TROUTON	000000	16.99	
		I-E36470	215-4575-525	GRANT/LOAN PA 33 JACKSON - TROUTON	000000	16.99	
		I-E36676	215-4575-525	GRANT/LOAN PA 39 DUNLAP - SWENSON	000000	163.96	
		I-E36819	215-4575-525	GRANT/LOAN PA 38 VAN BUREN - HUNTER	000000	147.96	
		I-E36918	215-4575-525	GRANT/LOAN PA 4 LINCOLN - KRACHET	000000	125.97	
		I-E37089	215-4575-525	GRANT/LOAN PA 28 VAN BUREN - HUNTER	000000	41.99	

PACKET: 03640 COMBINED - 10/20/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0776	ALBERTSON ENGINEERING,					
		I-9537	215-4575-515	GRANT/LOAN RE RAYMOND ST RETAINING WALL	000000	3,973.25
		I-9546	215-4575-515	GRANT/LOAN RE 84 VAN BUREN RW	000000	1,715.00
01-1225	CAI CONSTRUCTION, LLC					
		I-20151015	215-4575-515	GRANT/LOAN RE #10HARRISON - CONRAD	000000	11,428.00
01-3849	SECOND CENTURY DEVELOPM					
		I-92315	215-4575-520	GRANT/LOAN PR OUSIDE DEADWOOD GRANT 2ND RND	000000	2,611.81
01-3808	MASONIC CEMETERY ASSOCI					
		I-20151007	215-4575-520	GRANT/LOAN PR OUTSIDE DWD GRANT RND 2	000000	4,503.38
01-3909	HISTORIC RAPID CITY					
		I-20151006	215-4575-520	GRANT/LOAN PR MCGILLYCUDDY GRANT DISBURSEMEN	000000	7,500.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	33,329.78
01-0776	ALBERTSON ENGINEERING,					
		I-9522	215-4576-600	PROFES. SERV. BIKE PATH EXTENSION	000000	46.00
		I-9538	215-4576-600	PROFES. SERV. FREEMONT ST RETAINING WALL	000000	3,574.50
01-2394	GUNDERSON, PALMER, NELS					
		I-62836	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	1,245.00
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	4,865.50
01-0547	M&M SANITATION					
		I-28889	215-4577-795	CAPITAL ASSET TOILET RENTAL - FIREWISE	000000	110.00
01-0643	CUSTOM DECOR MASONRY					
		I-403745	215-4577-700	CAPITAL ASSET CITY HALL BASEMENT - RAMP REPA	000000	394.12
01-0744	NEWMAN TRAFFIC SIGNS					
		I-TI-0290530	215-4577-745	CAPITAL ASSET STREET SIGN RPLC - PEARL ST	000000	126.22
01-1496	LAWRENCE CO. REGISTER O					
		I-101515	215-4577-795	CAPITAL ASSET EASEMENTS	000000	30.00
01-2625	J. SCULL CONSTRUCTION					
		I-APP 5	215-4577-735	CAPITAL ASSET APP 5 DAYS 76 GRANDSTAND	000000	16,842.27
01-3691	BERENDSE & SONS					
		I-0006888-IN	215-4577-705	CAPITAL ASSET DEADWOOD LIBRARY WINDOW	000000	24,934.50
01-3785	TALLGRASS					
		I-2015-83	215-4577-715	CAPITAL ASSET POWERHOUSE PARK SIGN	000000	203.52

PACKET: 03640 COMBINED - 10/20/15

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3785	TALLGRASS		continued			
		I-2015-92	215-4577-810	CAPITAL ASSET POWERHOUSE PARK	000000	1,080.00
01 3867	LESKCA, INC.					
		I-APP 3 - 9/30/15	215-4577-775	CAPITAL ASSET MICKELSON TRAILHEAD BRDWALK	000000	2,337.50
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						46,058.13
01-0340	MIDCONTINENT COMMUNICAT					
		I-7047175027607	215-4641-428	UTILITIES INTERNET 10/01-10/31/15	000000	65.00
01-0360	ABC BUSINESS SUPPLY					
		I-9196	215-4641-426	SUPPLIES HP LIGHTS FOR HISTORIC	000000	215.00
		I-9218	215-4641-426	SUPPLIES CALCULATOR - JERITY	000000	38.00
01 0578	TWIN CITY HARDWARE & LU					
		I-E36664	215-4641-426	SUPPLIES DRILLING HAMMER	000000	17.99
		I-E36666	215-4641-426	SUPPLIES MEASURING WHEEL	000000	69.99
01-1284	SDSM&T					
		I-20151005JK	215-4641-427	TRAVEL ARCGIS I - JERITY	000000	495.00
		I-20151005MR	215-4641-427	TRAVEL ARCGIS I - MIKE	000000	495.00
01-1627	MS MAIL & MARKETING					
		I-7577	215-4641-423	PUBLISHING OCT 2015 NEWSLETTER	000000	580.68
		I-7591	215-4641-426	SUPPLIES BUSINESS CARDS KK	000000	35.00
01-2205	KUCHENBECKER, KEVIN					
		I-20151002	215-4641-427	TRAVEL WEST RIVER HISTORY CONF.	000000	57.79
01-3223	QUICK TROPHY, LLC					
		I-65567	215-4641-426	SUPPLIES BONNY NAME PLATE	000000	9.00
01-3346	REGIONAL HEALTH NETWORK					
		I-143921C2296	215-4641-422	PROFESSIONAL TESTING	000000	25.00
01-3373	AMAZON WEB SERVICES					
		I-60283641	215-4641-428	UTILITIES WEB SVC 9/1 - 9/30/15	000000	222.08
01-3424	BLACK HILLS URGENT CARE					
		I-744	215-4641-422	PROFESSIONAL TESTING	000000	30.00
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						2,355.53
FUND 215 HISTORIC PRESERVATION TOTAL:						149,773.36

PACKET: 03640 COMBINED - 10/20/15

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-100115	602-4330-422	PROFESSIONAL EQR & USAGE CHARGE - SEP.	000000	29,455.11
		I-93015	602-4330-422	PROFESSIONAL PUBLIC BLDGS.USAGE - SEP	000000	950.93
01-0547	M&M SANITATION					
		I-28847	602-4330-422	PROFESSIONAL CAMERA MANHOLE BEHIND LDRMC	000000	200.00
01-0551	SD ONE CALL					
		I-SD15-2862	602-4330-422	PROFESSIONAL MSG FEES SEPT 2015\WATER	000000	32.48
01-0782	JACOBS PRECISION WELDIN					
		I-22257	602-4330-425	REPAIRS 16' OF 3" SCH 40 PIPE	000000	142.86
01-1333	DEADWOOD ELECTRIC					
		I-21179	602-4330-422	PROFESSIONAL REP BRKR, BUSS BAR\PLUMA TANK	000000	146.68
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0459134	602-4330-426	SUPPLIES TOOL MOIL. - WATER DEPT	000000	326.54
01-1491	RENNER, DONOVAN					
		I-92315	602-4330-415	GROUP INSURAN REIMBURSEMENT	000000	252.01
01-1515	RAPID DELIVERY					
		I-307586	602-4330-426	SUPPLIES DELIVERY SERVICE/ETC	000000	17.83
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-60329	602-4330-425	REPAIRS 12V MOTOR HOUSING/HANDLE REPAI	000000	17.58
01-1827	MS MAIL & MARKETING					
		I-7577-A	602-4330-426	SUPPLIES UTILITY BILLS MAILING	000000	255.97
01-3346	REGIONAL HEALTH NETWORK					
		I-143921C2296	602-4330-422	PROFESSIONAL TESTING	000000	25.00
					TOTAL:	31,822.99
DEPARTMENT 330 WATER					TOTAL:	31,822.99
FUND 602 WATER FUND					TOTAL:	31,822.99

PACKET: 03643 COMBINED - 10/20/15

VENDOR SET: 01

FUND : 607 MT MORIAH CEMETERY OPERAT

DEPARTMENT: 580 MT. MORIAH

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-1827	MS MAIL & MARKETING						
		I-7601	607-4580-426	SUPPLIES MT MORIAH BROCHURES	000000	2,100.00	
DEPARTMENT 580 MT. MORIAH						TOTAL:	2,100.00
FUND 607 MT MORIAH CEMETERY OPERAT						TOTAL:	2,100.00

PACKET: 03640 COMBINED - 10/20/15

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0724	ARMSTRONG EXTINGUISHER	I-142009	610-4360-425	REPAIRS FIRE EXTING MAINT/PKG RAMP	000000	702.36
01-1827	MS MAIL & MARKETING	I-7598	610-4360-426	SUPPLIES PKNG STICKERS, BUSINESS CARDS	000000	62.50
01-3346	REGIONAL HEALTH NETWORK	I-143921C2296	610-4360-422	PROFESSIONAL TESTING	000000	25.00
01-3424	BLACK HILLS URGENT CARE	I-744	610-4360-422	PROFESSIONAL TESTING	000000	30.00
01 3712	PASSPORT PARKING, INC.	I-2406	610-4360-422	PROFESSIONAL MOBILE PAY - METERS	000000	53.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						872.86
01-0467	CULLIGAN OF THE NORTHER	I-71935	610-4361-426	SUPPLIES SOFTENER RENTAL - TROLLEY	000000	22.00
		I-78456	610-4361-426	SUPPLIES SALT - TROLLEY SHOP	000000	24.75
01-0600	TRIPLE K TIRE & REPAIR	I-1-42731	610-4361-425	REPAIRS A/C CONDENSER & PARTS	000000	1,608.16
		I-1-42732	610-4361-425	REPAIRS LABOR TO REPLACE CONDENSOR	000000	590.00
		I-1-42917	610-4361-425	REPAIRS BALANCE, DISMOUNT, DISPOSE-TIRES	000000	147.98
		I-1-42939	610-4361-425	REPAIRS REPLC TRANSMIS. COOLER LINING	000000	405.83
01-1515	RAPID DELIVERY	I-307583	610-4361-426	SUPPLIES DELIVERY FEE - EDDIE'S	000000	12.08
01 1659	STURDEVANT'S AUTO PARTS	C-32-678240CR	610-4361-426	SUPPLIES RVS.DUPLICATE PYMT	000000	19.43-
		I-32-681225	610-4361-426	SUPPLIES NYLON HOOD	000000	4.20
		I-32-681621	610-4361-426	SUPPLIES THERMOSTAT	000000	20.13
		I-32-681695	610-4361-426	SUPPLIES WHEEL NUT, MUD FL, EASYTOUCH	000000	58.75
		I-32-681698	610-4361-426	SUPPLIES HOSE CONNECTIONS	000000	19.23
		I-32-681714	610-4361-426	SUPPLIES ZEREX HD EXT LIFE	000000	56.98
		I-32-681862	610-4361-426	SUPPLIES RAD.CAPS, THERMOSTAT, FLOORDRY	000000	39.25
		I-32-682009	610-4361-426	SUPPLIES HEATER HOSE, STEELSTIK	000000	8.70
01-3346	REGIONAL HEALTH NETWORK	I-143921C2296	610-4361-422	PROFESSIONAL TESTING	000000	25.00
01-3424	BLACK HILLS URGENT CARE	I-744	610-4361-422	PROFESSIONAL TESTING	000000	108.00
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						3,131.61
FUND 610 PARKING/TRANSPORTATION TOTAL:						4,004.47

PACKET: 03640 COMBINED - 10/20/15

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3151	KONE INC.					
		I-949108832	611-4362-422	PROFESSIONAL SERVICE ELEVATOR-PKG RAMP	000000	133.40
01-3830	VAST BROADBAND					
		I-015217401AUG-RAMP	611-4362-428	UTILITIES PHONE CHARGES - AUGUST	000000	147.68
		I-015217401JULY-RAMP	611-4362-428	UTILITIES PHONE CHARGES - JULY/RAMP	000000	169.39
		I-015217401JUN-RAMP	611-4362-428	UTILITIES PHONE CHARGES-JUNE/RAMP	000000	169.47
		I-015217401MAY-RAMP	611-4362-428	UTILITIES PHONE CHARGES - MAY/RAMP	000000	130.04
		I-015217401SEPT-RAMP	611-4362-428	UTILITIES PHONE CHARGES-SEPT/RAMP	000000	151.74
DEPARTMENT 362 MAIN STREET RAMP					TOTAL:	901.72
FUND 611 MAIN STREET RAMP					TOTAL:	901.72

PACKET: 03640 COMBINED - 10/20/15

VENDOR SET: 01

FUND : 701 RUBBLE SITE

DEPARTMENT: 324 RUBBLE SITE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0315	BLACK HILLS DISPOSAL IN	I-15194	701-4324-422	PROFESSIONAL (4) DUMPSTERS - TC DUMP	000000	450.00
01-0547	M&M SANITATION	I-28890	701-4324-426	SUPPLIES TOILET RENTAL - TC DUMP	000000	110.00
01-1653	STURDEVANT'S AUTO PARTS	I-32-681366	701-4324-425	REPAIRS FUEL FILTER-TC DUMP	000000	7.15
					DEPARTMENT 324 RUBBLE SITE	TOTAL: 567.15
					FUND 701 RUBBLE SITE	TOTAL: 567.15

PACKET: 03640 COMBINED - 10/20/15

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNEAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-101515	723-4000-429	OTHER CITY SLOTS - PYMT 4, YR 1	000000	27,443.18
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	27,443.18
				FUND 723 NICKEL SLOT PAYMENT AGENCY	TOTAL:	27,443.18
					REPORT GRAND TOTAL:	412,131.22

Sales & Use Tax Return

Additional Bill 10-19-15

1018-0924-ST
 MUNICIPAL UTILITIES
 CITY OF DEADWOOD
 102 SHERMAN ST
 DEADWOOD, SD 57732-1309
 Confirmation Number: 111565425724594249

South Dakota
Department of Revenue
 Reporting Period: 09/2015
 Return Due: 10/23/2015

A. Sales and Use Tax		Rate	Tax Due				
1. Gross Sales	\$65,121.67						
2. Use Taxable	\$0.00						
3. Non-Taxable Sales	\$0.00						
4. Special Jurisdictions (Indian Country, Reservations)							
5. State Sales and Use Tax	\$65,121.67	4.00%	\$2,604.87				
B. City Tax							
City	Taxable	Code	Rate	Taxable	Code	Rate	Tax Due
Deadwood	\$58,583.67	093-2	2.00%	\$4,817.00	093-1	1.00%	\$1,219.84
Total City Tax Due							\$1,219.84
C. Tourism Tax							
D. Other Taxes							
E. Totals							
Total Tax Due							\$3,824.71
Allowance							\$57.37
Total Due							\$3,767.34

CITY OF
DEADWOOD

10-19-15
SB

FINANCE OFFICE

DEADWOOD CITY HALL
102 Sherman Street
Deadwood, South Dakota 57732
Phone (605) 578-2600 • Fax (605) 722-0786

October 19, 2015

Allen L. Schaefer
3707 Locust Street
Rapid City, South Dakota 57701

Dear Mr. Schaefer:

We are providing this letter in connection with your audit of the financial statements of the Municipality of Deadwood as of December 31, 2014 and for the year then ended for the purpose of expressing an opinion as to whether the basic financial statements present fairly, in all material respects, the financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Municipality of Deadwood and the respective changes in financial position and cash flows, where applicable, in conformity with accounting principles generally accepted in the United States of America. We confirm that we are responsible for the fair presentation of the aforementioned financial statements in conformity with accounting principles generally accepted in the United States of America. We are also responsible for adopting sound accounting policies, establishing and maintaining appropriate internal controls, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

1. The financial statements referred to above are fairly presented in conformity with accounting principles generally accepted in the United States of America.
2. All funds that meet the quantitative criteria of Governmental Accounting Standards Board (GASB) Statement No. 34 and 37 for presentation as major have been properly identified, and are presented as such, and all other funds that are presented as major have been so designated by us, and are considered important to users of our financial statements.
3. Joint ventures, jointly governed organizations, cost-sharing arrangements and other related organizations have been properly disclosed in the financial statements or related notes, as applicable.

4. Net position component (net invested in capital assets; restricted; and unrestricted) and fund balance restrictions and assignments are properly classified, and have been authorized by appropriate action of the municipal commission, where required.
5. Provisions for uncollectible receivables have been properly identified and recorded. No accounts are actually written-off until approved by the municipal commission.
6. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis. Where OMB Circular A-87 applies, cost allocations have been made in conformity with its requirements.
7. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
8. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
9. Special and extraordinary items are appropriately classified and reported.
10. We have disclosed all deposit accounts and investments which are classified as to risk, and investments are properly valued, including special accounts whose authorized signatories are other than the Municipal Finance Officer, held in local bank accounts and funds held in trust at banks or other financial institutions. We have only one federal Taxpayer Identification Number (TIN).
11. Capital Assets, including infrastructure assets, are properly capitalized, reported, and, if applicable, depreciated in accordance with municipal policy, reported, and depreciated, where applicable.
12. Required Supplementary Information, consisting of Supplementary Schedules of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual, for the General and each major Special Revenue Fund has been prepared and presented within prescribed guidelines of GASB Statement No. 34.
13. Required Supplementary Information, consisting of Management's Discussion and Analysis has not been prepared.
14. We have made available to you all:
 - a. Financial records and related data.
 - b. Minutes of board meetings or summaries of actions of recent meetings for which minutes have not been prepared.
15. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial statements.
16. There are no material transactions that have not been properly recorded in the accounting records underlying our financial statements.

17. We have reviewed your potential audit adjustments and concur that the effects of the uncorrected misstatements aggregated by you during your audit are immaterial, both individually and in the aggregate, to the financial statements of each reporting unit taken as a whole.
18. We acknowledge our responsibility for the design and implementation of programs and controls to both prevent and detect fraud.
19. We have no knowledge of any fraud or suspected fraud affecting the municipality involving:
 - a. Management;
 - b. Employees who have significant roles in internal control; or,
 - c. Others where the fraud could have a material effect on the financial statements.

Furthermore, we have no knowledge of any allegations of fraud or suspected fraud affecting the municipality received in communications from employees, former employees, analysts, regulators, or others.

20. We have no plans or intentions that may materially affect the carrying value or classification of assets, liabilities or fund equity.
21. All transactions of the municipality during the audit period, conducted with outside parties, were on an arm's length basis; that is, none of the officers or key employees of the municipality had any material direct or indirect ownership or profit participation in those enterprises with which the municipality had significant dealings.
22. All guarantees, whether written or oral, under which we are contingently liable have been properly recorded or disclosed in the financial statements.
23. We believe all accounting estimates that could be material to the financial statements, including the key factors and significant assumptions underlying those estimates and measurements, are reasonable in the circumstances, consistently applied, and adequately disclosed.
24. Participation in a public entity risk pool has been properly reported and disclosed in the financial statements.
25. We are responsible for the municipality's compliance with laws and regulations applicable to it and we have identified and disclosed to you, all laws and regulations that have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
26. There are no:
 - a. Violations or possible violations of budget laws (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, or for reporting on noncompliance.
 - b. Unasserted claims or assessments that our legal counsel has advised us are probable of assertion and must be disclosed in accordance with Financial Accounting Standards Board (FASB) Statement No. 5, *Accounting for Contingencies*.

- c. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by FASB Statement No. 5.
 - d. Reservations or designations of fund equity that were not properly authorized and approved.
27. The municipality has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
28. Capital assets are valued at original cost or estimated cost if original cost is unavailable. Capital assets are capitalized, based on criteria of a useful life of one year or more, tangible in nature, and a value of \$5,000 to \$50,000 or more depending on classification of capital assets.
29. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
30. No events have occurred subsequent to the balance sheet date that would require adjustment to, or disclosure in, the financial statements.
31. We have identified to you any previous financial audits, attestation engagements, performance audits, or other studies related to the objectives related to the current audit and have provided our corrective action plan on current and prior audit findings and recommendations, as applicable.
32. We have disclosed to you all contracts or other agreements with Neighbor Hood Housing, our service organizations, and we have disclosed to you all communications from those service organizations relating to noncompliance at the service organizations.

To the best of our knowledge and belief, no events, including instances of noncompliance, have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements or in the schedule of findings.

Mayor

Finance Officer

10-19-15
SC

**Deadwood Revitalization Request to Apply
for A Bush Foundation Community Innovation Grant
Through the City of Deadwood**

The Deadwood Revitalization Committee is requesting permission to apply for a Bush Foundation Community Innovation Grant through the City of Deadwood. This application is due November 5th and will be awarded in the spring of 2016. We are asking for \$200,000 to further Deadwood Revitalization's efforts with Roger Brook's recommendations. The City of Deadwood will be the Fiscal Sponsor for the grant, if it is awarded, and we need to attach a fiscal sponsor agreement to the grant application.

The Bush foundation's explanation of these grants states: "The Community Innovation grants support communities to use problem solving processes that lead to more effective, equitable and sustainable solutions, allowing communities to develop and test new solutions to community challenges." Deadwood Revitalization's mission and work to date certainly fits these criteria.

Mike Rodman
Deadwood Revitalization Committee

**FISCAL SPONSORSHIP AGREEMENT FOR THE
BUSH FOUNDATION COMMUNITY INNOVATION GRANT**

The CITY OF DEADWOOD and the DEADWOOD REVITALIZATION COMMITTEE have a vested interest in improving the economic well-being of the community of Deadwood, the revitalization of the historic Main Street corridor, and the preservation, protection and promotion of Deadwood as a National Historic Landmark.

Funds from the Bush Foundation Community Innovation Grant will help jumpstart the implementation of the revitalization of Deadwood's Historic Main Street with project coordination, programming strategies and a management and funding plan with immediate, short range and long range action strategies that can be realistically implemented through the collaborative efforts of the stakeholders in both the public and private sectors. Thus, the CITY OF DEADWOOD and the DEADWOOD REVITALIZATION COMMITTEE agree:

I.

The CITY OF DEADWOOD shall be the Fiscal Sponsor in connection with the administration of the Bush Foundation Community Innovation Grant and shall assume the fiscal, legal, programmatic and administrative responsibilities for the grant funds.

II.

The sponsorship shall begin with the receipt of grant funds and continue until the grant funds are exhausted and/or the Sponsored Project goals have been reached.

III.

The DEADWOOD REVITALIZATION COMMITTEE shall coordinate all Sponsored Project activity with the CITY OF DEADWOOD and keep the CITY OF DEADWOOD appraised of proposed project status and communicate on the need to disburse grant funds.

VI.

The CITY OF DEADWOOD shall hold grants funds received in connection with the Bush Foundation Community Innovation Grant in a designated or restricted account for the use of the DEADWOOD REVITALIZATION COMMITTEE. The CITY OF DEADWOOD shall approve distribution of grant funds only by application by the DEADWOOD REVITALIZATION COMMITTEE upon motion at City Commissioners' meetings.

V.

As part of its responsibilities, the CITY OF DEADWOOD, with cooperation from the DEADWOOD REVITALIZATION COMMITTEE, shall be responsible for fundraising, project reporting, filing of all financial statements, financial reports, record keeping, filing of tax returns, paying expenses, maintaining insurance and providing information as required by the grant.

VI.

The CITY OF DEADWOOD shall provide all ancillary and support services to the DEADWOOD REVITALIZATION COMMITTEE.

VII.

The CITY OF DEADWOOD shall not charge an administrative fee to the Sponsored Project.

VIII.

In the event of a conflict, the CITY OF DEADWOOD shall have complete discretion and control over use of Sponsored Project funds and projects and the CITY OF DEADWOOD is not required to distribute funds for the benefit of the Sponsored Project.

IX.

In the event that the CITY OF DEADWOOD is dissolved, grant funds will be returned in the manner specified by Bush Foundation's grant agreement.

X.

Any intellectual property associated with the Sponsorship Project, shall become the property of the CITY OF DEADWOOD.

XI.

Political lobbying and/or activity shall not be permitted as part of the Sponsored Project.

XII.

The CITY OF DEADWOOD and the DEADWOOD REVITALIZATION COMMITTEE shall observe and comply with all Federal, State, and local laws, ordinances, rules, and regulations which are now or may later become applicable to its activities or services performed pursuant to this Agreement.

XIII.

This Agreement, together with all paragraphs, terms, and provisions is made in the State of South Dakota and shall be construed and interpreted in accordance with the laws of the State of South Dakota.

XIV.

Any amendment to this Agreement shall be in writing and submitted to the City Commission for approval by motion.

(signatures and acknowledgements on following page)

Dated this ___ day of _____, 2015.

CITY OF DEADWOOD

By: _____
Charles Turbiville
Its: Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ___ day of _____, 2015.

DEADWOOD REVITALIZATION COMMITTEE

By: _____
Ron Russo
Its: Chairman

STATE OF SOUTH DAKOTA)
)SS.
COUNTY OF LAWRENCE)

On this ___ day of _____, 2015, before me, the undersigned officer, personally appeared Ron Russo, known to me or satisfactorily proven to be the Chairman of the Deadwood Revitalization Committee, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires:



10-19-15
SD

Deadwood BID 1-6 Meeting
Tuesday, Sept 8, 2015

10 a.m. - Deadwood Chamber of Commerce - *MINUTES*

In attendance: Pat Roberts, Diana Graham, Steve Schaeffer, Mike Trucano, Tony Sieber, Tom Rensch, Ron Island, Michelle Fischer – GUESTS: Lee Harstad, Mary Jo Nelson, Chuck Turbiville, Jeanna Dewey, Mike Rodman, TSP

10 a.m. Chairman Pat Roberts calls meeting to order. Tom moves, Dianna seconds to approve minutes of August 25, 2015 meeting. All approve.

2016 Budget: Pat explains there was a subcommittee meeting held last week with various options for 2016 assessments discussed. Tony explained the most favorable option, which would create parity. This option would effectively lower Main Street casinos and hotel properties which have casinos assessments and keep the others at the same. It would make BIDs 1-2 \$100 per device, BID 5 would remain the same (VFW) at \$50 per device, and BID 6 (City Slots) at the same (\$2,000 annually). For hotel, Districts 1-2 would be \$50 per room annually, B&B would be \$35 annually, as would District 3 (hotels without gaming). This proposal provides parity but decreases total revenue by \$18,210 for 2016. The total revenue would be \$544,295; however, Tony said this would be looked into next year and in to raising the fees. Lee reiterated that any budget changes will affect the Chamber and there would be a substantial loss in funding if assessments were not looked at down the road, because there would be no carryover in funds. Mike made a motion to approve the change, Tom seconds. All approve.

Parking Ramp: Pat explains the potential change in the parking ramp fee structure. At the previous meeting, it was decided to go forward with a fee schedule as such:

First hour: Free
1:01-2 hours: \$2
2:01-3 hours: \$4
3:01 to 24 hours: \$6

It was brought up in discussion that the fee could be \$10. Tony says they validate a large number of parking ramp passes and that would double that expense; however, he would be ok with a 12-hour stay at a cost of \$6; and any stay in 12 to 24 hours being \$10. Mike suggests that we keep it at a maximum of \$6 as laid out and revisit at another time. Mike motions to approve the suggestion of the fee schedule above; Tom seconds. All approve.

Parking Ramp Management: Ron Island asked that at a future meeting there be a discussion of the Revitalization committee take over the ramp to help fund their efforts.

Main Street Revitalization: Mike asks for a vote of support by BID 1-6 of the Main Street revitalization efforts, including Deadwood Commons and the Outlaw Plaza. Tom moves; Ron seconds to support the efforts. All approve.

Meeting adjourned at 10:20 a.m. Minutes submitted by: Lee Harstad

Respectfully,

Pat Roberts, 1-6 President

10/19/15
6A

AUCTION SALE SETTLEMENT STATEMENT

SELLER City of Deadwood
DATE OF SALE 9/26/15
GROSS SALE 19,172.00
\$ _____

EXPENSES:

COMMISSION 10 % = 1917.20
SALES TAX ON COMMISSION 0 % = _____

ADVERTISING:

Prospector's BH Pioneer	330.00	Pro. Rated 35%	\$ 115.50
Dakota Web Design	62.00		\$ 21.70
Sand Creek Printing	61.48		\$ 21.52
<u>Total Adv</u>	<u>453.48</u>	MISC EXPENSES	<u>158.72</u>

\$ _____

\$ _____

\$ _____
TOTAL EXPENSES \$ 2075.92
\$ _____

NET CHECK TO SELLER
\$ 17,096.08 * Detail in Finance Office

THANK YOU FOR YOUR BUSINESS
HAIVALA AUCTION SERVICE
2417 WINDMILL DR
SPEARFISH SD 57783

PHONE 605 642 5147 EMAIL: johnhaivala46@gmail.com



PUSH-PEDAL-PULL

the exercise equipment experts

PUSH PEDAL PULL

ATTN: MANAGER 605-332-3481

2300 W. 41st Street

Sioux Falls SD 57105

Cell / Text: (605) 366-9994

seleeson@pushpedalpull.com

Purchase Recommendation

10/19/15

613

Prepared by: Stevin Eleeson

Quote Date	Quote #
9/28/2015	11163

Billing Address	Shipping Address
CITY OF DEADWOOD ACCOUNTS PAYABLE 105 SHERMAN ST DEADWOOD SD 57732	CITY OF DEADWOOD Rec Center JOHN TRINDLE 605-578-3729 105 SHERMAN ST DEADWOOD SD 57732

Account No.	Customer Email
1900021043 DEADWOOD REC CENTER	JOHN@CITYOFDEADWOOD.COM

Item #	MFR	MODEL	Description	Qty	MSRP	Price	Extended
2102	PRECOR	PHFCE1370210...	PRECOR STANDARD COMMERCIAL EFX 536 ASSURANCE SERIES RATED 6 HRS A DAY CONTINUOUS USAGE ADJUSTABLE RAMP - 13 TO 40 DEGREES - 20 LEVELS ARM ACTION	1	5,695.00	3,593.67	3,593.67
6034	SAFEWARE	SWCFE4KI60D	5YR LIGHT PARTS/LABOR \$3000-\$3999	1	799.99	427.60	427.60
9901 9995		FC	FREIGHT COMMERCIAL	1		80.00	80.00

Standard Terms and Conditions: 1) 50% deposit and approve P.O. with order. Balance due upon delivery. Send Payment To: 2306 W 41st Street Sioux Falls, SD 57105 2) All unit prices are F.O.B. destination. 3) Prices are subject to change 30 days after the quote date. 4) There will be a 2% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts. 5) The above quotation is computed to be performed during regular business hours. Any special request by the buyer necessary to complete work will be paid by the buyer 6) Clerical errors are subject to correction. 7) Buyer agrees to promptly file claim for all goods damaged in transit. 8) There will be a 20% restocking fee on merchandise ordered but not accepted. Delivery, Set-Up, and Freight will not be refunded. 9) A Preventative Maintenance Agreement is available for all equipment. 10) Equipment lease is available with approved credit.	Subtotal \$:	4,101.27
	Sales Tax \$:	0.00
	Total \$:	4,101.27
	Acceptance of Proposal: These prices, specifications, and conditions are satisfactory and are hereby accepted. I am authorized to order the equipment listed with full understanding of the payment terms.	

Date:	Authorized Signature:
-------	-----------------------

P.O. Number:	Print Signature:
--------------	------------------

10-19-15
6C

Bob Nelson Sr.

From: Janet Sporrer <jsporrer@safety-benefits.com>
Sent: Friday, September 18, 2015 11:35 AM
Subject: 2015 Safety & Loss Control Training Conference - SAVE THE DATE

Follow Up Flag: Follow up
Flag Status: Flagged

SAVE THE DATE

**17th ANNUAL
SAFETY & LOSS CONTROL
TRAINING CONFERENCE
November 12 & 13, 2015
Cedar Shore Resort
Oacoma, SD**

“RISK MANAGEMENT: IT’S ABOUT TEAMWORK”

Sponsored by:
South Dakota Public Assurance Alliance
SDML Workers Compensation Fund
Insurance Benefits, Inc. / Claims Associates, Inc. / Safety Benefits Inc.

SAME FORMAT AS IN THE PAST

Registrations will begin at: 11:00 AM on November 12th with Opening Session at 1:00 PM and sessions concluding at 5:00 PM. Social/Reception/Dinner 5:30 PM – 8:00 PM
Breakfast will be at 7:00 AM on November 13th with sessions starting at 8:00 AM and concluding at noon.

More information on speakers, topics and registration to follow

IMPORTANT NOTES:

- To qualify for the 2016 Silver and Gold Levels Safety Awards **you must** have someone attend the 2015 Conference
- **Motel Information:** Cedar Shore Resort reports that all rooms are booked at this time. If you wish to call in case of a room cancellation, the number is (605) 734-6376.
Other hotels in the area: Oasis Inn - (605) 734-6061; Quality Inn - (605) 734-5593;
AmericInn – (605) 734-0985; Day's Inn - (800) 329-7466



100 South Phillips Avenue
P.O. Box 5186
Sioux Falls, SD 57117-5186

605.335.5180
www.fnbsf.com

10-11-15
GD

FUNDS DUE FOR BOND ISSUE 10792

CITY OF DEADWOOD
FINANCE OFFICER
102 SHERMAN
DEADWOOD, SD 57732

1/1/15 Princ 3,015,000
12/31/15 pymt (145,000)
Principle ending Bal. \$ 2,870,000

\$3,420,000 CITY OF DEADWOOD, SOUTH
DAKOTA SALES TAX REVENUE BONDS,
SERIES 2009B B1 # 10792

INVOICE NUMBER: R11512011580

TRUST ACCOUNT NUMBER:

Debt Service Due: 12/01/2015

Interest Due: 91,181.25
Maturities: 145,000.00

Total Amount Due: 236,181.25

Total Charges: 236,181.25

We will take this Payment by ACH on 11-30-15

PLEASE DO NOT PAY

To ensure funds are available for payment to your bondholders, please remit the payments as follows:

By check, it should be received at least three(3) business days prior to payment date at the following following

By wire transfer, it should be sent at least one(1) business day prior to payment date using the following instructions:

The First National Bank in Sioux Falls
Attn: Corporate Trust Department
100 S Phillips Ave
Sioux Falls SD 57104-6745

The First National Bank in Sioux Falls
ABA # 091400020
BNF: First Nat'l Bank in SF Trust
Acct # 1093392
Attn: Corporate Trust Department
Ref: Debt Service Payment

If you have any questions, please contact Beth Ulvestad at (800) 553-7073 or (605) 357-7667

Thank You!

10-19-15
6E

Memo

To: Mayor Turbiville and City Commission

From: Mary Jo Nelson *MJ*

Date: 10-19-2015

Re: Prior Period Adjustment

I am requesting permission to move the expenditure of \$34,031.76 from City Slot Agency Fund into BID 1-6 Fund. After consultation with Legislative Audit, it was recommended that Commission formally give me permission to make the correction since the error was made in a prior period.

10-19-15
6 F

LAND USE LEASE AGREEMENT

This lease agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota (hereinafter referred to as "CITY") and MYSTIC MINER SKI RESORT with a record address of 11187 Deer MI Rd, Lead, South Dakota 57754 (hereinafter referred to as "RESORT"),

CITY and RESORT agree that RESORT shall rent billboard space on CITY property under the following terms and conditions:

I.

The term of this lease shall be twelve (12) months and shall begin the 1st day of November, 2015, and end the 31st day of October, 2016. This lease shall be for space on land described as M.S. 774, Uncle Tom Lode, Lawrence County, South Dakota, otherwise known as the "Terry Peak turnoff," owned by CITY. CITY agrees no further leases will be granted on this land except the existing signage for TERRY PEAK SKI RESORT, TERRY PEAK LODGE, and BAREFOOT SKI RESORTS.

II.

RESORT agrees to pay to CITY as rent the sum of Two Hundred Twenty Dollars (\$220.00) for each sign face, sales tax exempt, per month due and payable on or before the 1st day of November, 2015, and on the first day of each month thereafter through October, 2016.

The parties acknowledge the rent to be paid for this lease is a rental amount for the period referenced above, and that RESORT is obligating itself to pay these fees per month for such period without regard to whether or not RESORT uses such land. However, the parties acknowledge this lease may be terminated early pursuant to paragraph VI below.

All rent shall be paid and received by the City Finance Officer on the due date or RESORT shall be assessed a late charge of ten percent (10%) of the unpaid and outstanding rent. If the rent payment is more than ten (10) days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to RESORT. RESORT agrees it is entitled to no further notice under this section.

III.

RESORT agrees to abide by all rules and regulations established by CITY for the space. This, lease shall not be assigned, sublet, or transferred to any other property, without the written consent of CITY.

IV.

RESORT agrees it is merely space to place a billboard and that such rent does not include protection of the billboard. RESORT acknowledges and agrees that it is taking the same risks of the billboard being stolen or damaged that it would take if it placed the billboard on its own property, RESORT further agrees if anyone steals or

damages its billboard, RESORT will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to RESORT'S billboard(s), while placed on its land. RESORT agrees that no bailment is created under this lease agreement, and it shall use CITY property at its own risk and responsibility.

V.

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

VI.

Either RESORT or CITY may terminate this agreement by notifying the other party in writing at least (30) days prior to the proposed termination date.

Dated this day of October, 2015.

CITY OF DEADWOOD:

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
Finance Officer

Dated this _____ day of October, 2015.

MYSTIC MINER SKI RESORT

By: _____
Its: _____

State of South Dakota)
) SS
County of _____)

On this _____ day of October, 2015, before me, the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires: _____

10-19-15
LG

LAND USE LEASE AGREEMENT

This lease agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota (hereinafter referred to as "CITY") and TERRY PEAK SKI RESORT with a record address of 21120 Stewart Slope Rd, Lead, South Dakota 57754 (hereinafter referred to as "RESORT").

CITY and RESORT agree that RESORT shall rent billboard space on CITY property under the following terms and conditions:

I.

The term of this lease shall be twelve (12) months and shall begin the 1st day of November, 2015, and end the 31st day of October, 2016. This lease shall be for space on land described as M.S. 774, Uncle Tom Lode, Lawrence County, South Dakota, otherwise known as the "Terry Peak turnoff," owned by CITY. CITY agrees no further leases will be granted on this land except the existing signage for MYSTIC MINER SKI RESORT and BAREFOOT SKI RESORTS.

II.

RESORT agrees to pay to CITY as rent the sum of Four Hundred Forty Dollars (\$440.00), sales tax exempt, per month due and payable on or before the 1st day of November, 2015, and on the first day of each month thereafter through October, 2016.

The parties acknowledge the rent to be paid for this lease is a rental amount for the period referenced above, and that RESORT is obligating itself to pay these fees per month for such period without regard to whether or not RESORT uses such land. However, the parties acknowledge this lease may be terminated early pursuant to paragraph VI below.

All rent shall be paid and received by the City Finance Officer on the due date or RESORT shall be assessed a late charge of ten percent (10%) of the unpaid and outstanding rent. If the rent payment is more than ten (10) days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to RESORT. RESORT agrees it is entitled to no further notice under this section.

III.

RESORT agrees to abide by all rules and regulations established by CITY for the space. This lease shall not be assigned, sublet, or transferred to any other property, without the written consent of CITY.

IV.

RESORT agrees it is merely space to place a billboard and that such rent does not include protection of the billboard. RESORT acknowledges and agrees that it is taking the same risks of the billboard being stolen or damaged that it would take if it placed the billboard on its own property. RESORT further agrees if anyone steals or damages its billboard, RESORT will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to RESORT'S billboard, while placed on its land. RESORT agrees that no bailment is created under this lease agreement, and it shall use CITY property at its own risk and responsibility.

V.

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

VI.

Either RESORT or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the proposed termination date.

Dated this day of October, 2015.

CITY OF DEADWOOD:

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
Finance Officer

Dated this _____ day of October, 2015.

TERRY PEAK SKI RESORT

By: _____
Its: _____

State of South Dakota)
) SS
County of _____)

On this _____ day of October, 2015, before me, the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

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

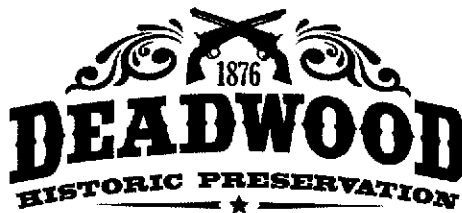
(SEAL)

Notary Public _____

My Commission Expires: _____

10-19-15
GH

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



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

MEMORANDUM

Date: October 13, 2015
To: Deadwood City Commission
From: Mike Runge, City Archivist
Re: Internship for City Collections

The Deadwood Historic Preservation Office is requesting permission to hire a fall-winter intern to assist this office in archival and archeological projects.

This internship provides a high school or college student a "hands on" experience working in an archives and collections repository. The intern would be a temporary position on a part-time basis. Hourly rate would be per City of Deadwood pay scale at \$8.50 per hour.

This office budgets up to \$10,000.00 per year for interns. The position would work at Historic Preservation Office under the general guidance and direction of the City Archivist.

This office is requesting permission to hire Ms. Blu Gay in a part-time internship position beginning October 21, 2015 pending necessary pre-drug screening requirements per City of Deadwood policies.

Ms. Gay is a current student at Boxelder Job Corps studying Office Administration and attending Lead-Deadwood Career Technical Campus. Ms. Gay's application is attached to this memorandum.

RECOMMENDATION:

Grant permission to the Historic Preservation Office to hire Blu Gay as a part-time Collections Intern beginning October 21, 2015 at a rate of \$8.50 per hour pending necessary pre-drug screening requirements per City of Deadwood policies.

(No Tax)

Fax- 578-1095

DELAHOYDE'S PAINT & BODY SHOP
 407 GLENDALE AVE
 LEAD, SD 57754
 FEDERAL ID # 46-0345814
 OFFICE: (605) 584-2964 FAX: (605) 584-2964

10-19-15
6 J

*** PRELIMINARY ESTIMATE ***

10/09/2015 03:10 PM

Owner

Owner: DWD POLICE DEPT.
 Address:
 City State Zip: Deadwood, SD 57732

Work/Day: (605)578-2623
 Work/Day: (605)578-1095

Inspection

Inspection Date: 10/09/2015 03:11 PM

Inspection Type:

Repairer

Repairer: Don Delahoyde
 Address: 407 Glendale Drive
 City State Zip: Lead, SD 57754
 Email: dondelahoyde@yahoo.com

Contact:
 Work/Day: (605)584-2964
 Cell: (605)639-0394
 Work/Day:

Target Complete Date/Time:

Days To Repair: 10

Vehicle

2014 Ford Explorer Police Intercpt 4 DR Wagon
 6cyl Gasoline 3.7
 6-Speed Automatic

Lic. Plate:
 Lic Expir:
 Veh Insp#:
 Condition: Excellent
 Ext. Color: black
 Ext. Refinish: Two-Stage

Lic State: SD
 VIN: 1FM5K8AR1EGC02643
 Mileage Type: Actual
 Code: P8473F
 Int. Color:
 Int. Refinish: Two-Stage

Options

2nd Row Head Airbags
 Air Conditioning
 Bucket Seats
 Dual Airbags
 Halogen Headlights
 Heavy Duty Battery
 Lighted Entry System
 Power Adjustable Pedals
 Power Drivers Seat
 Power Windows
 Rear Window Wiper/Washer
 Split Folding Rear Seat
 Strg Wheel Radio Control
 Tinted Glass

4-Wheel Drive
 Anti-Lock Brakes
 Center Console
 Floor Mats
 Head Airbags
 Intermittent Wipers
 MP3 Decoder
 Power Brakes
 Power Mirrors
 Rear Spoiler
 Rem Trunk-L/Gate Release
 Stability Cntrl Suspensn
 Tachometer
 Tire Pressure Monitor

AM/FM CD Player
 Bodyside Cladding
 Cruise Control
 Full Size Spare Tire
 Heated W/S Wiper Washers
 LED Brakelights
 Overhead Console
 Power Door Locks
 Power Steering
 Rear Window Defroster
 Side Airbags
 Steel Wheels
 Tilt Steering Wheel
 Traction Control System

2014 Ford Explorer Police Interceptor 4 DR Wagon
 Claim#:

10/09/2016 03:10 PM

Trip Computer	Trunk/Cargo Organizer	Velour/Cloth Seats
---------------	-----------------------	--------------------

Damages

Line Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings								
1	RI	503	Mldg,Rear Door Lower RT	R & I Assembly			0.6	SM
2	RI	1202	Flare,Wheel Opening RT	R & I Assembly			0.3	SM
Front Doors								
3	E	208	Door Shell,Front RT	BB5Z7820124B	\$1,221.28		5.5	SM
4	L	208	13 Door Shell,Front RT	Refinish			5.3	RF
				2.9 Surface				
				1.0 Edge				
				0.6 Two-stage setup				
				0.8 Two-stage				
5	E	235	Handle,Front Door Otr RT	BB5Z7822404AA	\$74.62		INC	SM
6	E	1013	Cover,Frt Door Handle RT	BT4Z78218B08AB	\$37.63		INC	SM
Rear Doors								
7	I	288	Door Shell,Rear RT	Repair			5.0*	SM
8	L	288	Door Shell,Rear RT	Refinish			2.6	RF
				2.2 Surface				
				0.4 Two-stage				
9	RI	358	W/Strip,Belt Outer RT	R & I Assembly			0.6	SM
10	RI	304	Handle,RR Door Outer RT	R & I Assembly			0.2	SM
Quarter And Rocker Panel								
11	I	390	Panel,Quarter RT	Repair			4.0*	SM
12	L	390	Panel,Quarter RT	Refinish			2.9	RF
				2.4 Surface				
				0.5 Two-stage				
13	RI	392	Applique,Qtr Panel RT	R & I Assembly			2.8	SM
Manual Entries								
14	E		REPLACE DECALS	Replace OEM			1.5*	SM*
			14 Items					

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		\$1,333.53
Paint & Materials	10.8 Hours @ \$45.00	\$486.00
Parts & Material Total		\$1,819.53

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	11.5	9.0	20.5	\$1,189.00
Mech/Elec (ME)	\$58.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$58.00	10.8		10.8	\$626.40

Labor Total	31.3 Hours	\$1,815.40
Gross Total		\$3,634.93

10-19-15
~~10-19-15~~ 62

To whom it may concern,

I, Emily Anderson, am resigning from my position at the Deadwood Rec Center as a lifeguard due to another job and driving conditions during the winter. I have enjoyed working at this position and wish all my coworkers the best. My last day will be 9/29/15

Thanks,

Emily M. Anderson

10-19-15
8A

**NOTICE OF PUBLIC HEARING
RELAXATION OF OPEN CONTAINER ORDINANCE, STREET CLOSURE, WAIVER OF
BANNER FEE FOR DEADWEIRD EVENT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held October 19, 2015 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure:

Main Street closure from Deadwood to Pine Street from 6:00 p.m. to 10:00 p.m. on Saturday October 31, 2015.

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

Dated this 5rd day of October, 2015.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish BH Pioneer: October 8, 2015

10-19-15
OB

NOTICE OF PUBLIC HEARING RELATED TO A
RESOLUTION OF INTENT TO ANNEX REAL PROPERTY
IN TERRITORY LYING CONTIGUOUS TO
THE PRESENT CORPORATE LIMITS OF THE
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

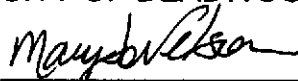
A Voluntary Petition for Annexation has been presented to the Deadwood City Commission on October 5, 2015.

A public hearing of the Deadwood City Commission shall be held at Deadwood City Hall Deadwood, 102 Sherman Street, Deadwood, South Dakota, on October 19, 2015 at 5:00 p.m., to consider and take public comment relating to the Resolution of Intent to Annex Real Property in Territory Lying Contiguous to the Present Corporate Limits of the City of Deadwood.

A copy of said Petition for Annexation is available for review at the City Finance Office at the City of Deadwood.

The Deadwood City Commission shall take comments from all interested persons related to the annexation of real property into the City of Deadwood and the Resolution of Intent to Annex Property in Territory Lying Contiguous to the Present City Limits of the City of Deadwood, Lawrence County, South Dakota.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: October 9, 2015

For any public notice that is published one time:

Published once at the approximate cost of _____.

10-19-15
8B

RESOLUTION 2015-17
TO ANNEX REAL PROPERTY

WHEREAS, a petition has been filed with the City of Deadwood, Lawrence County, South Dakota in the form and manner required by law, requesting the voluntary annexation of certain real property pursuant to SDCL 9-4-1 and legally described as follows:

Real Property owned by Ruth Family Trust:

Lot 2, being a portion of Mineral Survey 733, located in the NE1/4 NE1/4 of Section 28, T5N, R3E, BHM, Lawrence County, South Dakota, all as shown on that certain plat recorded in the office of the Lawrence County Register of Deeds as Plat Document Number 2003-7006 and comprising .21 acres, more or less.

Lot A of MS 601, located in Section 28, T5N, R3E, BHM, Lawrence County, South Dakota.

Lot A of Placer Mining Claim designated by the Surveyor General as Lot No. 108, as shown by "Plat of subdivision of Placer No. 108, near Gayville, South Dakota:" made by Lyle G. Warren, Registered Land Surveyor, under the date of February 2, 1955, which plat is now on file in the office of the Register of Deeds of said Lawrence County. Said Lot A of Placer No. 108, contains 1.14 Acres, more or less.

Real Property owned by Ole and Lena Group, LLC, a South Dakota Limited Liability Company:

Mineral Survey #601, Less lot A of MS 601, located in Section 28, T5N, R3E, BHM, Lawrence County, South Dakota as set out in Plat Book 5, Page 71, in the office of the Lawrence County Register of Deeds, Lawrence County, South Dakota;

-and-

Lot 1A of Lot A of M.S. 108, as set out in Plat Book 5, Page 71, in the office of the Lawrence County Register of Deeds Lawrence County, South Dakota.

Real Property owned by Broken Boot Mine Inc.:

The Gottland and Gottland Fraction, Mineral Survey 1562, located in Sections 22 and 27, Township 5 North, Range 3 East, Black Hills Meridian, Lawrence County, South Dakota, comprising 15.62 acres, more or less, less any and all encumbrances and easements of record; and

The Bergen and Bergen Fraction, Mineral Survey 1940, located in Sections 22 and 27, Township 5 North, Range 3 East, Black Hills Meridian, Lawrence County, South Dakota, comprising 19.02 acres, more or less, less any and all encumbrances and easements of record.

All located in Lawrence County, South Dakota as shown on Exhibit A attached hereto and by such reference incorporated herein.

WHEREAS, it has been determined it would be in the public interest for the City of Deadwood to annex the above-described real property consisting of approximately 56.19 acres for use in the future as residential and commercial development of the City of Deadwood;

WHEREAS, it appears that the Petitioners of the property, which is contiguous to the City of Deadwood, South Dakota and that said Petitioners have voluntarily signed the Petition before the City of Deadwood and that said property should be annexed into the City of Deadwood, South Dakota; now therefore,

BE IT RESOLVED, pursuant to SDCL 9-4-1, by the City of Deadwood, South Dakota, that the above-described real estate, which is contiguous to the boundaries of the City of Deadwood, and the same is hereby annexed into the City of Deadwood.

Dated this ____ day of October, 2015.

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Finance Officer

10-19-15
10A



Albertson Engineering Inc.

September 21, 2015

Mr. Robert Nelson Jr.
Planning and Zoning Director
City of Deadwood
108 Sherman Street
Deadwood, SD 57732

RE: Fremont Street Retaining Wall and
Street Drainage Improvement
Deadwood, SD
Professional Design Services Proposal
AE Project #2014-188

Mr. Nelson,

We are pleased to provide this proposal for professional design services for the proposed Fremont St retaining wall and street drainage improvement in Deadwood, SD. We have teamed up with Dream Design International Inc. on the project. Dream Design will be performing civil engineering services. The general description of the project is as follows:

- Remove and replace portion of existing retaining wall on city property. New wall is assumed to be either a Redi-Rock or cast-in-place concrete wall.
- Remove and replace street as required for wall construction and for street drainage improvements. Widen street as much as possible in affected area towards draw.
- Design is anticipated to begin January 2016 and project will be publicly bid in the spring of 2016.

The deliverable anticipated for the project includes construction documents and an opinion of probable cost for the proposed project. Production of perspective views, renderings, or other similar items is not included within our proposed scope of services.

CA and Bidding services are included and will be billed on an hourly basis. CA services will be provided by Albertson Engineering and Dream Design. A contractor required on-site pre-bid meeting is anticipated for the project and included in the estimate. Observations are planned to be made during construction for base coarse placement, curb and gutter, asphalt paving, retaining wall, and a final walk through. CA fees do not include any testing during construction. Material testing is to be hired at the owner's expense.

AEI and Dream Design are proposing to provide the design services outlined on an hourly basis. For budgeting, we anticipate the total fee to be approximately as shown below, plus reimbursable expenses and applicable taxes.

Design fees are broken down as follows:

• Albertson Engineering (billed hourly):	\$8,100.00
• <u>Dream Design (billed hourly):</u>	<u>\$9,930.00</u>
• TOTAL ESTIMATE DESIGN:	\$18,030.00

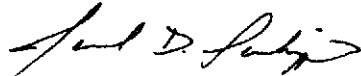
Albertson Engineering Inc.

3202 W. Main, Suite C
Rapid City, SD 57702
605-343-9606
605-341-7395 fax
admin@albertsonengineering.com

Enclosed are proposals and fee estimates prepared by the design team members of the project.

We thank you for the opportunity to present this proposal and look forward to working on this project. Please call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jared D. Schippers".

Jared Schippers, EIT



Albertson Engineering Inc.

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



Albertson Engineering Inc.

Estimate of Hours

Project: Fremont Street Retaining Wall & Street Drainage Improvement
 AEI Project#: 2014-188
 Date: 9/10/2015

PROJECT SUMMARY:

Client: City of Deadwood
 Project Description: Remove and replace existing retaining wall and portions of existing street.
 Special Features: Fee Estimate Does not include applicable taxes

Hourly Breakdown

	Admin/Drafting	Engineer 1	Engineer 2	Engineer Manager
--	----------------	------------	------------	------------------

DESIGN

Meetings				
Preliminary/Pre-design effort	0	8	0	1
Design Progress	0	2	0	0
Load Analysis				
Retaining Wall	0	2	0	0
Design				
Redi-Rock Wall Design	0	4	0	0
Foundation Design	0	2	0	0
Miscellaneous				
Design Team Coordination	0	3	0	0
Miscellaneous	0	3	0	2
Subtotal:	0	24	0	3

PLANS PREPARATION:

Drawings				
Retaining Wall Plan	10	6	0	0
Sections	4	3	0	0
Notes	2	2	0	0
QA/QC (Review Checklist):	2	2	0	2
Subtotal:	18	13	0	2

SPECIFICATIONS/BIDDING:

Specifications	1	2	0	0
Pre-bid	0	3	0	0
Bidding	0	4	0	1
Subtotal:	1	9	0	1

CONSTRUCTION ADMINISTRATION:

Coordination:	0	6	0	0
Shop Plans:	0	1	0	0
Construction Observation: (3 site visits/reports)	0	12	0	1
Subtotal:	0	19	0	1

HOURLY BREAKDOWN SUMMARY

	Drafting	Engineer 1	Engineer 2	Engineer Manager
--	----------	------------	------------	------------------

DD & CD Design	0	24	0	3
Plans Preparation	18	13	0	2
Specifications/Bidding	1	9	0	1
Construction Administration	0	19	0	1
Hourly Subtotal:	19	65	0	7

TOTAL HOURS: 91

HOURLY RATE SCHEDULE

	PRE AWARD RATE
Drafting/Clerical	\$ 65.00
Engineer 1	\$ 90.00
Engineer 2	\$ 120.00
Engineer Manager	\$ 145.00

PROJECT FEE SUMMARY

	Drafting	Engineer 1	Engineer 2	Engineer Manager
--	----------	------------	------------	------------------

DD & CD Design	\$0	\$2,160	\$0	\$435
Plans Preparation	\$1,170	\$1,170	\$0	\$290
Specifications/Bidding	\$65	\$810	\$0	\$145
Construction Administration	\$0	\$1,710	\$0	\$145
Hourly Subtotal:	\$1,235	\$5,850	\$0	\$1,015

TOTAL FEE: \$8,100

EXPENSES

	Night/Trips	Cost/Amount	Total Cost
Hotel (Nights)	0.00	\$0.00	\$0.00
Mileage (90 miles per trip)	5.00	\$52.50	\$262.50
Drawings	0	\$1,000.00	\$0.00

TOTAL EXPENSES \$262.50

TOTAL FEE ESTIMATE \$8,362.50

24 August 2015

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



**RE: Fremont Street Retaining Wall and Street Drainage Improvements Project Proposal
Deadwood, SD**

Dear Jared,

Thank you for the opportunity to provide this proposal for the subject proposal. Following a site review with you, City staff, and Fisk Land Surveying & Consulting Engineers Inc., we have developed the following scope of services and anticipated fee schedule. We understand from discussions with you that this will be an hourly project, but the City has requested budgetary numbers for planning purposes concerning this project.

PROJECT ASSUMPTIONS

After reviewing the site, we have made the following assumptions concerning this proposal:

- Albertson Engineering, Inc. (AEI) will contract with Fisk Land Surveying and Consulting Engineers, LLC (Fisk) for site survey and topographic mapping. Some coordination will be required from Dream Design International, Inc. (DDI) concerning mapping and easement needs (temporary and permanent easements).
- Full street replacement will be required in order to provide adequate drainage along the street and accommodate installation of new retaining wall. It is estimated that approximately 150 lf of street will be removed and replaced. It is anticipated that the work limits will be from the widened section on the southern side to the north through the existing parking on the eastern side of the roadway.
- The City has requested that the street be widened throughout the projected work area. Currently the street is approximately 12-foot wide with portions of the asphalt sections and concrete section in fairly poor condition.
- Albertson Engineering, Inc. (AEI) will contract out geotechnical services for back slope information and pavement recommendations.

Based on the above, we have developed the following estimate of fees per your request. See attached anticipated breakdown of services for further breakdown.

- Design Services \$5,930.00
- Bidding Services \$ 885.00
- Construction Services \$3,115.00 (Includes three site visits at \$440.00 ea.)

The total estimate would be approximately \$9,930.00. Again thank for this opportunity to propose on this project. Should you have any questions please feel free to contact me at any time.

Sincerely,
Dream Design International Inc.

A handwritten signature in black ink, appearing to read "Michael Towey".

Michael Towey, PE.
Senior Project Manager

Date: 21-Aug-15
Project: Freemont Street Retaining Wall and Street Drainage Improvements Project
Location: Deadwood, SD
Owner: City of Deadwood
Client: Albertson Engineering Inc.
Contact: Jared Schippers, EIT

Task	Task Description	Manhours Required	Estimated Fee	Reimbursable Expense	Total Fee
1.0	Design Services				
1.01	Project Kickoff	4.0	\$ 510.00	\$ 31.00	\$ 541.00
1.02	Coordination w/ Survey for easements	5.0	\$ 515.00	\$ -	\$ 515.00
1.03	Sheet Development - General Notes	2.5	\$ 307.50	\$ -	\$ 307.50
1.04	Sheet Development - Removal Pages	5.0	\$ 435.00	\$ -	\$ 435.00
1.05	Sheet Development - Grading Plans	13.0	\$ 1,155.00	\$ -	\$ 1,155.00
1.06	Sheet Development - P&P Sheet	9.0	\$ 775.00	\$ -	\$ 775.00
1.07	Sheet Development - ESC Sheet	8.0	\$ 680.00	\$ -	\$ 680.00
1.08	Sheet Development - X-Sections	6.0	\$ 530.00	\$ -	\$ 530.00
1.09	Project QA/QC	3.5	\$ 397.50	\$ -	\$ 397.50
1.10	Plan Submittal (50% & 100%)	6.0	\$ 570.00	\$ 24.00	\$ 594.00
1.11		0.0	\$ -	\$ -	\$ -
	Task 1 Total				\$ 5,930.00
2.0	Bidding Services				
2.01	Attend Pre-bid Conference	3.0	\$ 405.00	\$ 60.00	\$ 465.00
2.02	Issue addenda if necessary	4.0	\$ 420.00	\$ -	\$ 420.00
2.03		0.0	\$ -	\$ -	\$ -
	Task 2 Total				\$ 885.00
3.0	Construction Services				
3.01	Attend Pre-con Conference	3.0	\$ 405.00	\$ 60.00	\$ 465.00
3.02	Review and take action on shop drawings	4.0	\$ 460.00	\$ -	\$ 460.00
3.03	Prepare As-builts	10.0	\$ 870.00	\$ -	\$ 870.00
3.04	Site Visits (includes 3 trip)	12.0	\$ 1,140.00	\$ 180.00	\$ 1,320.00
3.05		0.0	\$ -	\$ -	\$ -
	Task 3 Total				\$ 3,115.00
				Anticipated Total	\$ 9,930.00

DEADWOOD

POLICE DEPARTMENT

Kelby K. Fuller, Chief of Police

10-19-15
10B

DATE: October 15, 2015

TO: Mayor Turbiville; Deadwood City Commissioners

FROM: Kelly K. Fuller – Chief of Police

REFERENCE: Parking Lease Agreements

On October 15, 2015 the City of Deadwood Parking & Transportation Committee met for a regular scheduled meeting. During this meeting, the committee discussed motor vehicle parking lease agreements between the City of Deadwood, First Western Bank (FWB) and Silverado. These lease agreements involve fourteen (14) parking spots, which are located at Lot A, Block 20, of the Original Townsite, City of Deadwood, also known as the City Parking Lot.

Currently, Silverado leases nine (9) of these spaces twenty-four hours per day, seven (7) days per week. Silverado leases the addition five (5) spaces five days per week from 5:00 p.m. to 8:00 a.m. and on weekends, twenty four hours. FWB leases these five (5) spaces for the remainder of the week or Monday –Friday from 8:00 a.m. to 5:00 p.m. Per the agreements, Silverado pays the City of Deadwood \$180.00 + tax per month for 9 spaces described above. Silverado pays an additional \$112.50 + tax per month for the remaining 5 spaces when they are not being utilized by FWB. FWB pays the City of Deadwood \$67.50 + tax per month.

After closely examining the agreements, the committee determined that both of the lease agreements have expired. The committee also took into consideration that FWB is soon relocating and the building will be utilized by another entity. Paragraph III of the lease agreement prohibits FWB from assigning, subletting, or transferring the lease to any other party without written consent from the city. To my knowledge, the city has received no such request.

STAFF RECOMMENDATION: After much discussion and consideration, the Parking & Transportation Committee recommends that the City of Deadwood terminate the lease agreements with Silverado and FWB. A new lease agreement should be drafted for Silverado insuring that Silverado retain 9 spaces at the previous monthly rate of \$180.00 + tax per space. The committee further recommends that the remaining 5 spaces be advertised for bid with the highest bidder receiving an option for a three year lease agreement with the City of Deadwood for the 5 spaces. A reserve will be set at \$180.00 + tax per space. In closing, the committee recommended that any future lease agreements should be revised to include a clause related to snow removal and maintenance of the leased spaces.

MOTOR VEHICLE PARKING LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY" and FIRST WESTERN BANK, of 696 Main Street, Deadwood, South Dakota, hereinafter referred to as "FWB".

CITY and FWB agree that FWB shall rent five (5) spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles located at Lot A, Block 20, of the Original Townsite, City of Deadwood, also known as the City Parking Lot, under the following terms and conditions:

I.

The term of this lease shall be thirty-six (36) months and shall begin the 1st day of April, 2009, and end the 31st day of March, 2012. The parties acknowledge and agree that FWB, its employees, representatives and invitees may use the parking spaces five days per week from 8:00 a.m. to 5:00 p.m., Monday through Friday.

II.

FWB agrees to pay to CITY as rent the sum of Sixty Seven Dollars and Fifty Cents (\$67.50) per month plus tax per space for a total of Three Hundred Thirty-Seven Dollars and Fifty cents (\$337.50) plus tax per month for the entire thirty-six (36) month period of this lease due and payable on or before the 1st day of April, 2009, and on the first day of each following month through March, 2012.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a thirty-six (36) month period, and that FWB is obligating itself to pay these parking fees per space per month for the thirty-six (36) months without regard to whether or not FWB uses said space or spaces.

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

III.

FWB and CITY agree that FWB shall be assigned specific spaces by CITY in the City Parking Lot and that such spaces will be available at all times described above for use by FWB. FWB shall be responsible for all costs of signage, CITY shall install all signage. FWB agrees to abide by all rules and regulations established by CITY for the City Parking Lot. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

IV.

FWB agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. FWB acknowledges and agrees that it is taking the same risks of the vehicle being stolen or damaged that it would take if it parks on any street. FWB further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that FWB will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to FWB'S vehicles or its contents while parking in the Miller Street parking lot. FWB agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the Miller Street parking at its own risk and responsibility.

V.

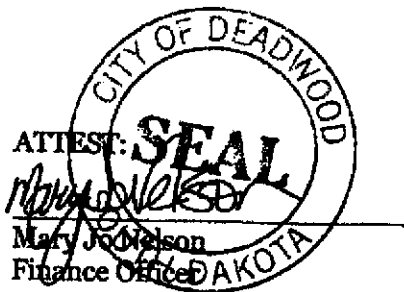
FWB shall assume all risks incident to the use of the premises as a parking lot and shall indemnify CITY against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by FWB, and against any loss, damage, or expense resulting from injury to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

VI.

This lease may be renewed at the expiration of its initial term and additional like terms. Either FWB or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the proposed termination date.

Dated this 10 day of April, 2009.

CITY OF DEADWOOD



Francis Toscana
Francis Toscana, Mayor

Dated this 7 day of April, 2009.

FIRST WESTERN BANK

Shawn Rost
By: Shawn Rost
Its President

MOTOR VEHICLE PARKING LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY" and SILVERADO, of 709 Main Street, Deadwood, South Dakota, hereinafter referred to as "SILVERADO".

CITY and SILVERADO agree that SILVERADO shall rent fourteen (14) spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles located at Lot A, Block 20, of the Original Townsite, City of Deadwood, also known as the City Parking Lot, under the following terms and conditions:

I.

The term of this lease shall be thirty-six (36) months and shall begin the 1st day of April, 2012, and end the 30th day of March, 2015. The parties acknowledge and agree that SILVERADO, its employees, representatives and invitees may use the parking spaces according to the following schedule:

- a. Nine (9) spaces twenty-four hours per day, seven (7) days per week;
- b. Five (5) spaces five days per week from 5:00 p.m. to 8:00 a.m. and on weekends, twenty four hours.

II.

SILVERADO agrees to pay to CITY as rent the sum of One Hundred Eighty Dollars (\$180.00) plus tax each for the nine (9) spaces listed in paragraph I.(a) above for a total of One Thousand Six Hundred and Twenty Dollars (\$1,620.00) plus tax per plus tax per month for the entire thirty-six (36) month period of this lease due and payable on or before the 1st day of April, 2012, and on the first day of each following month through March, 2015. In addition, SILVERADO agrees to pay CITY as rent the sum of One Hundred Twelve Dollars and Fifty cents per month (\$112.50) plus tax per space for the five (5) spaces listed in paragraph I.(b) above for a total of Five Hundred Sixty Two Dollars and Fifty Cents (\$562.50) per month to be paid under the same terms as the other nine (9) parking spaces listed above.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a thirty-six (36) month period, and that SILVERADO is obligating itself to pay these parking fees per space per month for the thirty-six (36) months without regard to whether or not SILVERADO uses said space or spaces.

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

III.

SILVERADO and CITY agree that SILVERADO shall be assigned specific spaces by CITY in the City Parking Lot and that such spaces will be available at all times described above for use by SILVERADO. SILVERADO shall be responsible for all costs of signage, CITY shall install all signage. SILVERADO agrees to abide by all rules and regulations established by CITY for the City Parking Lot. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

IV.

Silverado agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. SILVERADO acknowledges and agrees that it is taking the same risks of the vehicle being stolen or damaged that it would take if it parks on any street. SILVERADO further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that SILVERADO will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to SILVERADO'S vehicles or its contents while parking in the City owned parking lot. SILVERADO agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the City owned parking lot parking at its own risk and responsibility.

V.

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

VI.

This lease may be renewed at the expiration of its initial term an additional like terms. Either SILVERADO or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the proposed termination date.

Dated this 17 day of December, 2012.

CITY OF DEADWOOD

Francis Toscana
Francis Toscana, Mayor

ATTEST:

Mary Jo Nelson
Mary Jo Nelson
Finance Officer



Dated this 26 day of Dec, 2012.

SILVERADO

Tom Bausch
By: Tom Bausch
Its: Tom Bausch

Attest

Tim Dunkey
Tim Dunkey, Controller
Silverado Casino

10-19-15
10 C

RESOLUTION 2015 -18

RESOLUTION TO SURPLUS AND TRANSFER CITY OWNED REAL ESTATE

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

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

Lot A of Probate Lot 162, City of Deadwood, Lawrence County, South Dakota, according to Plat Book 2 Page 77;

A portion of Lot 9 Block P sometimes described as the North part of triangular area Original Town, City of Deadwood, Lawrence County, South Dakota EXCEPT Selbie Street right of way as deeded to the City of Deadwood in Book 105 Page 539.

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

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

IT IS FURTHER RESOLVED, that the Deadwood City Commission shall further follow all mandates of SDCL 6-5-3, as statutorily provided.

Date: _____, 2015

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

10-19-15
10 D

REQUEST FOR PROPOSAL (RFP)
City of Deadwood Public Works Department
Deadwood, SD

RFP NUMBER: PW – 2015- 01

RFP TITLE: City of Deadwood Event Complex Concessionaire

PURPOSE: The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for an Event Complex Concessionaire at the Deadwood Outdoor Event Complex.

DEADLINE FOR RFP SUBMISSIONS: 2:00 P.M. Mountain Time
November 26, 2015

LATE, FAXED, OR UNSIGNED PROPOSALS WILL BE REJECTED

SUBMIT RFP TO THIS ADDRESS:

Ron Green, Public Works Director
City of Deadwood
67 Dunlop Ave.
Deadwood, SD 57732

SPECIAL INSTRUCTIONS:

- Label the lower left corner of your sealed submittal package with the RFP number
- Submit one original and (5) copies of your proposal
- Submit one complete electronic copy in Microsoft Word or PDF format burned to a CD or DVD

DIRECT ALL INQUIRES TO:

Ron Green
Public Works Director
Phone: (605) 578-3082
Fax: (605) 578-3101
Email: Ron.Green@cityofdeadwood.com
Website: www.cityofdeadwood.com

DATE RFP ISSUED:

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1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for a Concessionaire at the City of Deadwood Event Complex.

The City of Deadwood Public Works Department intends to use the results of this process to award a contract(s).

The contract resulting from this Request for Proposal (RFP) will be administered by the City of Deadwood Public Works Department.

The contract administrator will be Ron Green, Public Works Director.

1.2 Scope of Project and Services Requested

1.2.1 Project Description

The City of Deadwood Event Complex is a historic rodeo arena, grandstands and athletic facility located at 15 Seventy-Six Drive in Deadwood.

Deadwood's Event Complex offers facilities and space for a variety of special events throughout the year. The events range from rodeos to snowmobile races and outdoor concerts.

The Event Complex has a capacity of approximately 4,500 people and the attendance for each event varies dependent on weather and various other circumstances. The City currently has several staple events at the complex that are scheduled every year, however additional events can be scheduled throughout the year and added to the concessionaire responsibilities.

The City of Deadwood is soliciting a dependable and consistent food and beverage provider for the Deadwood Event Complex for all events scheduled annually.

1.2.2 Objectives

The City is interested in entering into a contract with a company, team or individual who would assume the concessionaire responsibilities at the Deadwood Event Complex. The City of Deadwood Public Works

Department manages, maintains and operates the Deadwood Event Complex.

The City will accept proposals that include the Event Complex food and beverage (excluding alcohol) concessions.

The City of Deadwood's primary objective in this RFP is to secure a concession operation that will be financially viable, profitable and will be maintained and operated at the highest standards. In addition, another objective is to have an operation that will make a significant improvement to event experience and ambience of the facility and its community while providing a convenience for the public.

All utilities and related costs will be the responsibility of the City of Deadwood. Any changes in electrical, plumbing or any other service must be negotiated with the City of Deadwood Public Buildings Supervisor and effected at the expense of the concessionaire.

The City of Deadwood will entertain all proposals for food service at this facility, including catering. Proposers should be aware that the City of Deadwood is requesting proposals in which a concessionaire is the main component. Therefore, the proposed food service facility may not be exclusively intended for catering.

The concessionaire must submit a menu with the proposal. Items and prices will be subject to City of Deadwood approval. Wine, beer and alcohol may be stored in a concession area coolers; however they are not in any way associated with the concessionaire proposal. All alcohol sales are the responsibility of the event taking place. The sale of additional items is subject to City of Deadwood approval.

In addition to sale of food and beverage within the designated concession spaces the contracted concessionaire is permitted to sell product in the venue seating.

It is anticipated that the professional services for the concessionaire will include the following:

A. Janitorial: The concessionaire shall maintain and be responsible for all daily janitorial services in the concession area(s) of the event complex. These housekeeping functions must be maintained to the Public Buildings standards of cleanliness.

B. Financial System: The concessionaire shall keep and maintain all required financial and activity reports (i.e. instruction, product sold, etc.) The City will consider alternative procedures and reports proposed by prospective concessionaires provided they ensure adequate internal controls, compliance with State and Federal Laws, City regulations and safeguard of City assets.

C. Customer Service: The concessionaire shall maintain customer service as a top priority. The concessionaire must provide employees with training in public relations, how to respond to customer complaints, and questions about products, services and concessionaire's policies on return of product, refunds etc. The concessionaire shall also maintain a good working relationship with the City staff and event staff.

D. Utilities: The City will provide the concessionaire 100% of all power, water, and sewer services. Garbage service will be provided by the entity putting on the event.

E. Taxes: The concessionaire will be expected to pay and keep current all Federal, State and City taxes applicable to the concession operation.

F. Sub-Leasing: The concessionaire will be prohibited from transferring ownership or sub-leasing the merchandise or concession/ facility agreement without written approval from the City.

G. Insurance: The concessionaire will be required to provide all liability insurance associated with the concession agreement and operation as specified in the agreement with the City.

H. Records and Audit: The concessionaire shall keep a record of any and all earnings, receipts, fees, commissions and any income whatsoever growing out of the concession operation any activity conducted thereon, in accordance with the generally accepted accounting procedures.

I. Advertising and Signage: Concessionaire is solely responsible for all advertising and signage associated with the promotion of merchandise and business. On site, the concessionaire will provide for signage and prices required to market effectively. ALL advertising and signage and the locations of signage shall be approved by the Public Buildings Supervisor.

J. Name of Concessions: The concessionaire must present the name of the business to be advertised for final approval. The Instructor may use the name of the complex with written approval of the City.

K. Cash Received and Payments: All sales of merchandise will be provided at the end of each month and payment to the City will be due by the 15th of the next month.

1.3 Definitions

The following definitions are used throughout the RFP:

The City means the City of Deadwood.

Public Works Department refers to the Deadwood City Public Works Department.

Proposer means a firm submitting a proposal in response to this RFP.

Contractor means a proposer awarded the contract.

1.4 Clarification of the Specifications

Questions about the proposal should be addressed prior to ~~2:00 p.m. Mountain Time, November 24, 2015~~ (See RFP Schedule, Section 1.6) in writing or email to: Ron Green, Public Works Director, Deadwood Public Works, 67 Dunlop Ave, Deadwood 57732; email: Ron.Green@cityofdeadwood.com.

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

Mailing Address: Ron Green, Public Works Director
Deadwood Public Works
67 Dunlop Avenue
Deadwood, SD 57732

Proposers are prohibited from communicating directly with any employee of the City, except as described herein. No City employee or representative other than those individuals listed as City contacts in this RFP are authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.5 Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be issued.

It shall be the responsibility of the proposers to contact the City of Deadwood to be provided revisions/amendments or supplements to the RFP. Proposers must acknowledge the receipt/review of any addendum(s) at the bottom of the Proposal Submittal Cover Letter. Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

1.6 RFP Schedule

Listed below are both specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the Public Works Director. In the event that the Public Works Director finds it necessary to change any of the specific dates and times in the calendar of events listed below, they will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE EVENT

October 16, 2015	RFP Approved by Public Works
October 19, 2015	RFP Approved by City Commission
October 20, 2015	RFP posted on City's Website/Advertised
November 24, 2015	RFP Proposal Submission Deadline. Proposals must be received by 2PM.
December 4, 2015	Short list selection for interviews
December 11, 2015	Select proposal and prepare agreement
December 21, 2015	City Commission Approves Contract

1.7 Contract Term and Funding

The contract shall be for a maximum of two (2) years, or a shorter term which is mutually agreeable to both City and Concessionaire. The City shall have the option of renewing the contract for a maximum of three (3) additional years based on performance. The renewal and the terms of the agreement shall be mutually agreeable to both City and Concessionaire.

1.8 Reasonable Accommodations

The Public Works Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/proposer conference, contact the Public Works Department at (605) 578-3082.

2.0 PROPOSAL REQUIREMENTS

Proposals shall be organized and presented as outlined below. Proposals shall be organized with the following headings and subheadings; each heading and subheading shall be separated by tabs or otherwise clearly marked. The following sections are required for submittals:

2.1 Cover Letter

- Provide a Proposal Submittal Cover Letter
- Acknowledge review of any and all addendums.

2.2 Table of Contents

- Provide a table of contents identifying all items in this Section and the corresponding page number.

2.3 Executive Summary

- Provide an overview of the proposer's interest in these services.
- Provide a highly detailed overview of your approach, type and style of services to be offered.

2.4 Background Information

- Name & address of legal entity submitting the proposal.
- Name and address of principal officers and all owners of 10% or more of the proposing organization.
- Legal status of proposing organization (i.e. corporation, partnership, sole proprietorship).
- Describe ownership of proposing entity.
- Describe the proposing organization in regards to size, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that the proposal evaluation may reasonably formulate an opinion about the stability and financial strength of the organization.
- Disclose any and all judgments, pending or expected litigation, or any other real or potential financial reversals which might materially affect the viability or stability of the proposing organization or warrant that no such condition is known to exist.

2.5 Contract Performance

- Describe any and all contracts terminated during the past five years. Submit full details of all terminations experienced by the proposer during the past five years including the other party's name, address and telephone number. Present the Proposer's position in the matter. If no such terminations for default have been experienced by the proposer in the past five years, the proposer must warrant such.

2.6 Reference List

- Provide a representative list of current and former clients for whom you have provided contract services for in the past five (5) years, including:
 - a. Name and address of client(s) and nature of business.
 - b. Contact persons and phone numbers.
 - c. Size of operations.
 - d. Number of years of service with client.

2.7 Experience

- Describe your experience for the last three (3) years as it relates to the operation of food and beverage service and customer service and or contract services. Include specifics of the business name, location, operation, size, activity level, and any other relevant information.
- Describe examples of your past performance in identifying and solving problems during business activities.
- Provide resumes of principal persons who would be fulfilling the duties of facility supervisor/schedule manager/operations manager/etc.

2.8 Concession Operations

- Provide a detailed description of how you would provide concession operations for the Deadwood Event Complex. Include all staffing plans for and your customer service philosophy and experience.
- Describe, in detail, the types of internal control procedures you would institute for safeguarding City assets.

2.9 Compensation Requirement

- Provide a detailed description of your proposed compensation structure including the return to the City under your proposal. Such a description should include a budget and anticipated revenues and expenses for these operations.

3.0 PREPARING AND SUBMITTING A PROPOSAL

3.1 General Instructions

The evaluation of a contractor and the contract will be based on the information submitted in the proposal plus references and any required onsite visits or oral interview presentations. Failure to submit a response to any of the requirements in the RFP may be the basis for rejecting a proposal.

3.2 Proprietary Information

All proposals received are available for public viewing.

3.3 Incurring Costs

The City will not be liable in any way for the costs incurred by respondents in replying to this RFP or the costs incurred in making a pre-selection presentation to the selection committee.

3.4 Submittal Instructions

All proposals must be received by the Public Works Department by the deadline as outlined on the RFP Cover Page. Proposals not received by the deadline will not be accepted. Proposals submitted in response to this RFP will not be returned to the proposers.

All proposals must be packaged, sealed and show the following information (as outlined on the RFP Cover Page) on the outside of the package:

- Proposer's name and address
- RFP title
- RFP number
- RFP due date

3.5 Required Copies

Proposers are required to submit an original and the specified number of copies of all materials required for acceptance, as outlined on the RFP Cover Page, under Special Instructions.

3.6 Multiple Proposals

Multiple proposals from a vendor are permitted, however each proposal must be submitted separately and adhere to all submission requirements as outlined on the RFP cover page. All multiple proposal documents shall be labeled as Proposal #1, Proposal #2, etc.

3.7 Oral Presentations and Site Visits

Top ranked proposers may be required to make oral presentations and/or site visits to supplement their submitted proposals, if requested by the Public Works Department. The Public Works Department will make every reasonable attempt to schedule the presentations at an agreeable time and location with the proposer. A proposer's failure to present and/or meet with the Public Works Department upon request may result in rejection of the vendor's proposal.

4.0 PROPOSAL SELECTION AND AWARD PROCESS

4.1 Preliminary Evaluation

The proposals will first be reviewed for compliance with the requirements for acceptance as outlined in Sections 2.0 and 3.0.

4.2 Proposal Evaluation

A selection committee comprised of City of Deadwood employees will review all proposals that pass the preliminary evaluation (4.1).

The project selection committee will select the top firms which it determines to be the most responsible and qualified to provide the services requested. The selection committee may require each of these firms to make a presentation to the committee regarding its proposal to perform the project, if necessary. The top firms will then be ranked in order of proposal. The selection committee will then attempt to negotiate a contract at a fair and reasonable price with the top-ranked firm. The selection committee shall have the final authority and discretion to make a selection based upon the proposal, responsibility and capabilities of the respondent, the fairness of price and other factors. Any decision by the selection committee shall be final. Failure to respond to each of the requirements in the RFP may be basis for rejecting a response.

4.3 Evaluation Criteria

The overall scoring of a proposal/vendor is based on a 100 point ranking system (50% based on the proposal and 50% based on the interview). The selection

committee will rank proposals based on the 50 total point evaluations and those with the most points out of 50 will be invited to interview. The interview evaluation has a point total of 50 points possible. The vendor with the highest overall score after both evaluations will be the top ranked firm.

4.4 Right to Reject Proposals

The selection committee reserves the right to reject any or all proposals or cancel the selection process at any time. The selection committee also reserves the right to request additional information or clarification from respondents, or to allow the correction of errors or omissions.

4.5 Contract Authorization & Negotiation Process

The selection committee will make a final decision after evaluations and interviews and make a recommendation to the City Commission of the City of Deadwood. The City Commission may authorize the Public Works Director along with the City Attorney to negotiate a contract with the selected proposer. If unable to negotiate a contract with the top-ranked firm, the city may terminate negotiations and initiate negotiations with the second-ranked firm.

4.6 Award and Final Offers

The Concessionaire Agreement will be awarded in one of the following ways: the award may be granted to the highest scoring responsible proposer; alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award may then be granted to the highest scoring proposer. However, the City reserves the right to select a vendor in a manner that best serves the City's interest.

4.7 Notification of Intent to Award

As a courtesy, the City may send a notification of award memo to the responding vendors at the time of the award, if an award is made.

5.0 Draft of Contract (Attachment)

***Proposed Concession Agreement
For RFP***

CITY OF DEADWOOD CONCESSION AGREEMENT Between
THE CITY OF DEADWOOD And

THIS CONCESSION AGREEMENT, (hereinafter referred to as the "Agreement"), is entered into between The City of Deadwood operating through its Department of Public Works (hereinafter referred to as the "City") and its Director, and the _____ (hereinafter referred to as the "Concessionaire").

PART A - SPECIAL CONDITIONS AND COVENANTS OF AGREEMENT

A-1 GRANT OF CONCESSION

The City hereby grants to the Concessionaire for the full term of this Agreement upon the conditions, limitations, reservations and provisions herein, the exclusive concession right and privilege to operate a year-round business to be located at the Deadwood Event Complex located at 15 Seventy-Six Drive, Deadwood, South Dakota 57732. The Concessionaire shall be entitled to operate a business at said location subject to the terms of this Agreement, which shall consist of food and beverage sales (excluding alcohol); options to operate a full service catering business; the selling of any additional retail goods shall be approved in advance by the Director.

A-2 CONCESSION PREMISES

The Concession Premises shall include buildings within the "Deadwood Event Complex". Such property shall hereafter be referred to as the "Concession Premises" or the "Premises". Concessionaire shall have the exclusive right to the use of the Concession Spaces within the premises buildings, and the rights to the public areas and seating areas to sell food and beverage (excluding alcohol), herewith defined as the "Common Areas" in this Agreement. Map attachment 'A' shows concession premises.

A-3 PERIOD OF PERFORMANCE; TERM OF AGREEMENT

This Agreement shall commence upon execution by the Deadwood City Commission and shall be for a maximum of two (2) years, or a shorter term which is mutually agreeable to both City and Concessionaire. The City shall have the option of renewing the contract for a maximum of three (3) additional years based on performance, unless terminated earlier pursuant to the provisions of this Agreement. The renewal and terms of the agreement shall be mutually agreeable to both City and Concessionaire.

A-4 CONSIDERATION

The Concession right and privilege granted herein for the term as specified, is given in exchange for the Concessionaire's:

- a. Making monthly payments called for under the terms of this Agreement.
- b. Providing concession equipment and services sufficient to reasonably satisfy the intent of this Agreement that Concessionaire operate a concession for all of the events scheduled at the Deadwood Event Complex.
- c. Satisfying all other conditions and requirements imposed on the Concessionaire by this Agreement.

A-5 DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below unless the context clearly indicates a different meaning is intended:

- a. "City" means The City of Deadwood and its Department of Public Works, any division, section, unit or entity of that Department and any of the officers or other officials lawfully representing the Department.
- b. "Concessionaire" means the party granted exclusive concessionaire rights and privileges under this Agreement.
- c. "Director" as used herein in regard to the making of inspections, or interpretations; the granting or acquisition of permission, consent, approval, rights, and acting on discretionary matters, etc., shall mean the City's Director of Public Works or such official's designee.
- d. "Common Areas" shall mean the parking lot, grounds, walkways and public non-restricted seating areas.
- e. "Deadwood Event Complex" shall mean all of the City of Deadwood owned property encompassed by Seventy-six Drive and Crescent Street.

A-6 RECORDS BOOKS AND DOCUMENTS FOR CITY ACCESS AND AUDIT

- a. The Concessionaire shall maintain at the Concession Premises a separate set of books, records, documents and other evidence reflecting all business activity conducted at the Concession Premises, including cash register tapes, credit card charge records and any other such data which in the sole opinion of the Director sufficiently and properly reflect the receipt of funds by Concessionaire from all sources and applicable taxes collected and remitted.

Concessionaire's records shall also reflect all expenditures by Concessionaire in the performance of its duties under this Agreement. These records shall be subject to inspection by the City, with or without notice, and to review and audit by the Department, the City, the Office of the State Auditor, and other officials so authorized

by law, rule, regulation, or contract.

- b. Upon the request of the City, the Concessionaire shall promptly provide, at Concessionaire's expense, all data determined by the City to be reasonably necessary to enable the City to fully comply with any and every requirement of the State of South Dakota or the United States of America for information or reports relating to this Agreement and to the Concessionaire's use of the Concession Premises. Such data shall include, if required, a detailed breakdown of the Concessionaire's receipts and expenses.
- c. The Concessionaire shall retain all books, records, documents, cash register tapes, credit card records and other material relevant to this agreement for two (2) years after the expiration or termination of this Agreement, and make them available for inspection by persons authorized under this provision at such times and on such forms as the City may require furnished periodic reports.
- d. Concessionaire shall not commingle with the records of the Concession business permitted under this Agreement, with records of any business conducted at a location outside the Concession Premises.
- e. The Concessionaire shall enter all sales on a type of cash register that contains a tape that records and identifies the date, type of sale, and the amount of each transaction; that is equipped with a cumulative, non-alterable accounting control mechanism.
- f. Concessionaire shall not change record keeping methods or change or discontinue use of a cash register, without the Director's written authorization.

A-7 FINANCES/PAYMENTS

- a. **Monthly Percentage Payment to the City**
On or before the 15th day of each month, the Concessionaire shall remit to the City as a Concession Fee and record of the gross receipts for each month in which the Concessionaire is authorized to engage in business under this Agreement, a sum equal to _____ (___%) percent of Concessionaire's Gross Receipts for the preceding month. Gross Receipts are defined as revenues received by Concessionaire from all sources for activities conducted on the Concession Premises pursuant to this Agreement.
- b. **Place of Payment**
All payments to the City shall be paid to The City of Deadwood Department of Public Works, Attention: Public Works Director, 67 Dunlop Avenue, Deadwood, SD 57732. A written statement prepared by Concessionaire on forms approved by the City shall accompany each payment, reflecting receipts received, less sales taxes collected.

A-8 OPERATION AND SERVICES

a. Concession Services

The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all other tasks related to the operation, maintenance of the concession premises; and pay for and obtain all licenses and permits necessary for the operation of the concessions granted. The Concessionaire may offer the sale of additional items from the Concession Premises with approval of the Public Works Director.

b. Hours of Operation

The Concessionaire shall operate and keep the Concession Premises open to the public according to a schedule that has been mutually agreed upon by the Concessionaire and the Director.

c. Exclusions from Operation

The Concessionaire shall not sell any alcohol. Alcohol during events held at the Deadwood Event Complex is the sole responsibility of the Event Coordinator.

A-10 ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, oral or otherwise may modify the text or an attachment to this Agreement.

The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

PART B - GENERAL TERMS AND CONDITIONS

B-1 ACCOUNTING MONTHS AND YEAR

The Concessionaire shall utilize calendar year accounting year for the business operated at the Concession Premises.

B-2 ADMINISTRATIVE CHARGES DUE TO LATE PAYMENT

If any payment is not paid to the City within ten (10) days after the date due, the Concessionaire shall be in breach of this Agreement. In addition to the other remedies available to the City in the event of breach, the Concessionaire shall pay an administrative late charge of Twenty-Five Dollars (\$25.00) shall be added to any such late monthly payment. Provided, however, that the City's acceptance of a late payment charge shall not be in lieu of its other remedies under this Agreement.

B-3 SECURITY DEPOSIT

The Concessionaire shall, prior to commencing operation and for the full term of operation hereunder, deposit with The City of Deadwood Department of Public Works Five Hundred Dollars (\$500.00), or shall provide in a form acceptable to the City, a contract performance

bond payable to The City of Deadwood Department of Public Works, in the amount of Five Hundred Dollars (\$500.00) as a security for the faithful performance of and compliance with all the terms and conditions of this Concession Agreement. In the event that the deposit of security with the City for payment of such costs, disbursements, and expenses shall not in any manner be considered as payment for any concession fees due or to become due under this Agreement, or in any manner release the Concessionaire from any concession fees to be paid, or from any of the obligations herein assumed. If all terms and conditions are fully complied with by the Concessionaire, then any security deposit shall be returned to the Concessionaire at the expiration of this Agreement.

B-4 PRICE LIST

The location of points of sale, methods of sale, and prices charged for commodities sold or business transacted on the Concession Premises shall at all times be subject to the supervision and approval of the Director.

A copy of the Concessionaire's current price list for each item of service, food or merchandise offered for sale at the Concession Premises, on a written schedule that is conspicuously displayed in full view of the public at all times on the Concession Premises at a location approved by the Director. The Concessionaire's price schedule shall be subject to prior written approval by the Director. The Concessionaire shall strictly adhere to the prices established in the Director approved price schedule.

B-5 UTILITIES

The City shall pay all charges for water, light, heat, and sewer at the Concession Premises. The Concessionaire shall pay all charges for point of sale, internet connections, and phone service or installations, disconnections, and service calls for any utility serving the Concession Premises. The Concessionaire, at concessionaire's expense, shall obtain a business telephone having at least one telephone line, the telephone number for which shall be publicly displayed at the Concession Premises, and shall be the same number published in all promotional advertising and telephone listings. A cellular phone is acceptable.

B-6 TAXES

The Concessionaire shall pay before delinquency, all taxes, levies, and assessments of any nature and kind whatsoever arising as an incidence of this Agreement.

B-7 CUSTODIAL/GROUNDS MAINTENANCE OF CONCESSION PREMISES

Concessionaire shall at its own expense, at all times, keep the Concession Premises and areas within twenty-five (25) feet thereto in a neat, clean, safe, and sanitary condition; and keep the glass of all windows and doors serving such areas clean and presentable. Concessionaire shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this agreement; Concessionaire shall provide or perform all necessary janitorial service to adequately maintain the inside and outside of such areas including concession seating. Concessionaire shall be responsible for keeping the areas within twenty-five (25) feet of the perimeter of such areas free of litter and clean of spills resulting from concession operations. The concessionaire shall be obligated to maintain a regular cleaning schedule, as well as a regular extermination service schedule.

Garbage collection within the concession premises and within twenty-five (25) feet of the premises shall be maintained by the Concessionaire and disposed into a dumpster provided by the Event Coordinator. The Concessionaire shall not pay for garbage service during the term of this agreement.

If, after City provides written notice to the Concessionaire of Concessionaire's failure to comply with this Section within five (5) days, Concessionaire fails to take good care of such areas, City, at its option, may do so, and in such event, upon receipt of written statements from City, Concessionaire shall promptly pay the entire actual cost thereof as an Additional Charge. City shall have the right to enter the concession premises for such purposes.

All major and minor repairs necessary to maintain the building (excluding the major structural and infrastructure aspects, and the exterior of the Building), in the concession premises, including the utility, electric and plumbing and other systems and equipment serving the building and the premises in a reasonably good operating condition, as determined by City, shall be performed by Concessionaire at its expense with approval from the Director.

B-8 EQUIPMENT, FURNISHINGS, and EXPENDABLES

All equipment and other personal property used by the Concessionaire at the City's Concession Premises shall remain the property of the Concessionaire under the conditions and provisions of this Agreement.

As a courtesy, City shall at no cost to the Concessionaire, provide certain equipment (which shall remain the property of the City) as specified in the City-Owned Equipment List (Attachment B) Nothing in said agreement shall delegate responsibility of providing the necessary equipment to operate the concession to the City. City reserves the right at any time to replace any and all items of City-owned equipment at the concession premises with functionally equivalent equipment.

If, upon termination of the agreement, the City does not renew said agreement, Concessionaire shall have the right to remove its own equipment, furnishings, and expendables, but not improvements, from the concession premises and shall be allowed a period of (10) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of City.

Concessionaire shall flush all sink drains with hot water at least once a week. Floor sweepings, grease, or debris of any sort shall not be directed down any floor or other sinks. Caustic drain cleaners shall not be used. City will remove drain blockages; however, if in the Director's opinion, said blockage was caused by Concessionaire's failure to observe said procedures, Concessionaire will receive a ten (10) days written notice to correct such deficiencies. If Concessionaire fails to correct such deficiencies by the end of the ten (10) days, the Director may, in its sole discretion, terminate the agreement and all terms and conditions contained therein.

B-9 Signs and Advertisements:

Concessionaire shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of City property without the prior written approval from the Building Supervisor, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of the Sign Commission or other appropriate agencies.

Upon the expiration or termination of the agreement, concessionaire shall, at its own expense, remove or paint out, as the Building Supervisor may direct, any and all of its signs and displays on the premises and in connection therewith, and shall restore said premises and improvements thereto to the same condition as prior to the placement of any such signs or displays.

Concessionaire shall place a sign at the facilities, in a prominent place, stating that the concession is operated under a Concession Agreement issued by City through the Department of Public Works.

B-10 Health Department Compliance

Concessionaire shall obtain a Health Department License and comply with all Health Department regulations and inspections during the period of this contract.

B-11 Beverage Provider

Concessionaire must purchase all beverages, including water as specified by the exclusive contract between the City and Coca-Cola Bottling Company High Country, 2150 Coca-Cola Lane Rapid City, SD 57702. (605) 342-8222. Concessionaire shall pay the City five (5) cents per ounce of fountain soda that runs through a meter on the fountain pop dispenser in addition to the agreed upon amount of this agreement for the operations of the concession. The amount of compensation for fountain pop is subject to change and is contingent upon the agreement between the City and Coca-Cola. Concessionaire shall utilize City supplied equipment and resources related to the fountain pop product including cups, lids, straws, ice, and syrup. The City shall order the fountain pop product and coordinate the service of the fountain pop equipment.

B-12 Schedule of Operation

Concessionaire shall be open for business during all City approved special events scheduled for the Deadwood Event Complex. The hours of operation of the concession premises shall coincide with the hours of the event scheduled and the hours of operation shall be coordinated between the Concessionaire and the Event Organizer.

Event Organizers submit application for use of the Deadwood Event Complex a minimum of forty-five days in advance of use of the facility and often months in advance of the use. This allows for planning of the event and coordination amongst all parties involved in the event including the Concessionaire. A component of the facility use agreement is a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty dollars per day, the event organizer shall be

required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

The City currently has events that have taken place for several consecutive years at the Deadwood Event Complex and have dates determined for 2016. These events will require concession service and the dates are as follows:

- Deadwood's Snowcross Shootout - January 22nd and 23rd
- Naja Shrine Circus - July 9th
- Days of 76 Rodeo - July 25th - 30th

In addition the City has several events pending which may require concession service and they are as follows:

- Three Wheeler Motorcycle Rally - July 12th - 17th
- Cool Deadwood Nights - August 25th - 28th
- Badlands Circuit Finals Steer Roping - August TBD
- Professional Bull Riders - June TBD
- Veteran's March - September TBD
- Apex 1996 - August (Sturgis Motorcycle Rally)

Concessionaire must also understand that additional events may be proposed throughout the year and would be added service dates for this agreement. The City will communicate to the concessionaire as soon as possible when an additional event has been added to the schedule; again the City currently requires a forty-five day in advance application.

B-13 INSURANCE

The Concessionaire shall secure and maintain during the full term of this Agreement, at no expense to the City, insurance by one or more companies authorized to do business in the State of South Dakota, as follows:

- a. **Fire and Extended Coverage Insurance:** A policy for fire and extended coverage, vandalism, malicious mischief, and special extended coverage insurance in forms and with insurance companies approved by the City Attorney and City Risk Manager providing coverage of not less than the full replacement value of the Premises, which value shall be determined by the Concessionaire and the City.

Any loss under such insurance shall be payable to the City, and shall be applied to the cost of rebuilding, repairing, replacing, or restoring the Concession Premises.

- b. **General Liability Insurance**

A policy for commercial General Liability insurance, primary to any other insurance, and under which:

- (1) Liability limits shall be in at least the following amount(s):

\$1,000,000 bodily injury, each occurrence, and \$500,000 property damage, each occurrence, or \$1,000,000 combined single limit bodily injury and property damage; provided, that in the event the Director deems such insurance to be inadequate to fully protect the Concessionaire and the City, the Concessionaire

shall increase said liability limits and may increase the maximum deductible, all to such amounts as the Director annually shall deem reasonably adequate to provide said protection, which increase shall be completed within sixty (60) days after the date of notice that the Concessionaire's insurance is deemed to be inadequate.

- (2) Coverage shall provide against all risk liability for any injury, death, damage and/or loss of any sort sustained by any person, organization or corporation (including the Concessionaire and any of its officers, employees and agents) in connection with any act or omission upon, or use or occupancy of the Premises under this Agreement, and shall include, but need not be limited to the following types (described in insurance industry terminology):
- (a) Premises operations liability;
 - (b) Blanket contractual liability;
 - (c) Property damage;
 - (d) Independent contractor;

- c. City Named as Additional Insured: The City shall be named as an additional insured in the following manner in all policies of insurance to be secured and maintained pursuant to this Agreement.

The City of Deadwood shall be added as an additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy for any claim, suit, injury, death, damage or loss of any sort whatsoever tangible or intangible including consequential damages sustained by any person, organization or corporation in connection with activity upon or use or occupancy of the Concession Premises, as well as any activity performed by the principal insured under an Agreement with the City.

The coverage provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to The City of Deadwood, in care of the Department of Public Works, 67 Dunlop Avenue, Deadwood, SD 57732.

- d. Worker's Compensation: In addition to the above coverage, the Concessionaire shall provide Worker's Compensation coverage for its employees in accordance with South Dakota State laws and Department of Labor rules and regulations.
- e. Evidence of Insurance: The Concessionaire shall deliver to the Director, a copy of all policies required under this Agreement hereof, and all endorsements thereto or other evidence to the reasonable satisfaction of the City Risk Manager that the Concessionaire has secured or renewed and is maintaining insurance as required by this Agreement, as follows:
- 1. The effective date of this Agreement; and
 - 2. Within five (5) City business days prior to the expiration or renewal date of each such policy; and
 - 3. Within five (5) City business days after the Concessionaire's receipt of a

written request therefore.

- f. **Assumption of Risk:** The placement and storage of personal property on the Premises shall be the responsibility, and at the sole risk, of the Concessionaire.
- g. **Concessionaire's Responsibility:** The procuring of the policies of insurance required by this Agreement shall not be construed to limit the Concessionaire's liability hereunder nor to fulfill the Concessionaire's obligations under this Agreement. Notwithstanding said policies of insurance, the Concessionaire shall be obligated for the full and total amount of any damage, injury or loss caused by negligence of the Concessionaire, or any of its agents, officers and employees or through use or occupancy of the Concession Premises.
- h. **Termination Upon Failure to Insure:** Notwithstanding any other provision of this Agreement, the failure of the Concessionaire to comply with the above provisions of this section shall subject this Agreement to immediate termination at the discretion of the Director without notice to any party, if it is necessary to protect the public interest.
- i. **Indemnification:** The Concessionaire shall indemnify and hold the City free and harmless from liability from any and all claims, demands, losses, and any death, injury or disability of any person and/or damage to any property or business occurring on or about the Concession Premises during the Concessionaire's use and occupancy thereof or arising, directly or indirectly, out of or suffered by any person by reason of or in connection with any action, error, or omission of the Concessionaire or any of its officers, employees or contractors. In the event of suit against the City, Concessionaire shall appear and defend the same, provided Concessionaire is notified in a timely manner of the suit. In the event judgment is rendered against the City, the Concessionaire shall cause the same to be satisfied within ninety (90) days after a final determination thereof, including a final determination of any appeals.

B-14 ASSIGNMENT OF AGREEMENT

The Concessionaire shall not assign or transfer this Agreement, in whole or in part, or otherwise convey any concession right or privilege granted hereunder or any part of the Concession Premises unless the approval of the Director in writing is first obtained.

B-15 STANDARDS

The Concessionaire, its agents and employees, shall render courteous service to the public with a view of adding to the public use and enjoyment of the Concession Premises.

The Concessionaire shall operate and conduct the facilities on the Concession Premises in a businesslike manner, and will not permit any acts or conduct on the part of the Concessionaire's employees that would be detrimental to the operation of the Concession Premises.

B-16 CLOSURE OF CONCESSION PREMISES

The City reserves the right to close the Concessionaire's operation or any portion thereof for the convenience of the City upon a seven (7) day notice to the Concessionaire and to close the Concession Premises or any portion thereof without notice to meet any emergency as determined by the Director. In the event of any such closure, the City shall post a sign notifying the public of the impending or effective closure. In the event of such closure, the City shall reimburse the Concessionaire for any remaining interest the Concessionaire may have in the Concession Premises measured by Concessionaire's investment in inventory made by Concessionaire within the Concession Premises.

B-17 SURRENDER OF PREMISES AND REMOVAL OF CONCESSIONAIRE'S PROPERTY

- a. Upon termination or expiration of this Agreement, the Concessionaire shall surrender the Concession Premises to the City and promptly surrender and deliver to the City all keys that it may have to any and all parts of the Concession Premises.
- b. The Concession Premises shall be surrendered to the City in as good a condition as at the date of execution of this Agreement, except for the effects of reasonable wear and tear, alterations, and repairs made with concurrence of the City, or property damaged or destroyed by an insured peril where insurance proceeds have been paid to the City.
- c. The Concession Premises shall be returned free of all of the personal property of Concessionaire and in a neat, clean and in reasonable repair condition.
- d. In the event that after termination or expiration of this Agreement the Concessionaire has not removed its property and fixtures the City may, but need not, remove Concessionaire's personal property and hold it for the Concessionaire, or place the same in storage, all at the expense and risk of the Concessionaire, and Concessionaire shall reimburse the City for any expense incurred by the City in connection with such removal and storage. The City shall have the right to sell such stored property, without notice to Concessionaire, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first, to the cost of sale; second, to the payment of the charges for storage; and third, to the payment of any other amounts which may then be due from the Concessionaire to the City; the balance, if any, shall be paid to the Concessionaire.

B-18 LIENS AND ENCUMBRANCES

The Concessionaire shall keep the Concession Premises free and clear of any liens and encumbrances of any kind. At the City's request, the Concessionaire shall furnish the City written proof of payment of any item which would or might constitute the basis for such a lien on the Concession Premises if not paid.

B-19 ENTRY

The City and its agents may enter the Concession Premises at all reasonable times for the purpose of inspecting or repairing the same, but this right shall impose no obligation

upon the City to make inspections to ascertain the condition of the Concession Premises or to make repairs.

B-20 NOTICES

Unless otherwise directed in writing, notices, reports, and payments shall be delivered to the City at the following address:

City of Deadwood Public Works
Attention: Public Works Director
67 Dunlop Avenue
Deadwood, SD 57732

And to the Concessionaire at the following address:

Either party may change its address for receipt of reports, notices or payments by giving the other written notice of such change.

B-21 DEFAULT OR FAILURE OF CONSIDERATION

The City may terminate this Agreement for cause, and take immediate possession of the Concession Premises in the event that the Concessionaire shall have failed to perform any of the obligations arising under this Agreement and such default or deficiency in performance either:

- a. Was not remedied by the Concessionaire within the time period specified in the City's notice (if any) or otherwise set forth in this agreement to correct the default or deficiency or suffer termination, which period, in each instance, shall be reasonable, given the nature of the default or deficiency and the difficulty of remedying the same; or
- b. Was the subject of two written default notices from the City within the previous six (6) months; provided, that the Concessionaire shall not be in default of any requirement hereof where the Concessionaire's failure to perform in a timely manner has been caused, without fault of Concessionaire, by government delay in the issuance of any necessary government permit.

B-22 TERMINATION FOR CONVENIENCE

In addition to termination for cause and termination on expiration of the term hereof, this Agreement may be terminated by either party for convenience, by the giving of advance written notice to the other party. No such termination shall be effective earlier than thirty (30) days after the receipt of the termination notice by the receiving party. Termination under this provision shall not relieve Concessionaire for any duty or obligation owed to the City under the terms of this Agreement.

B-23 TIME

If the last day for the performance of any obligation under this Agreement falls upon a non-City business day, including Saturday, Sunday or official city legal holiday, the final day for performance shall be the City next business day.

B-24 WAIVER

Absent a specific written waiver signed by the Director, the City shall not be deemed to have waived any right the City has under the terms of this Agreement with respect to any breach or default by Concessionaire. Such a written waiver shall be confined to its specific terms. Waiver of any obligation arising under the Agreement shall not be deemed a waiver of any other provision of the Agreement or of the Concessionaire's full compliance with the terms and conditions of the Agreement. No waiver will be implied from the any knowledge the City may have of any breach, default, or non-compliance by Concessionaire. The City's failure to enforce any provision of this Agreement shall not be deemed as waiver or consent.

B-25 CHANGES AND MODIFICATIONS

The parties hereto reserve the right to amend this Agreement from time to time by mutual agreement in writing. No amendment hereto shall be effective unless in writing and signed by an authorized representative of each of the parties.

B-26 APPROVALS BY THE CITY OR DIRECTOR

The granting of approval or consent by the Director to any action of Concessionaire does not constitute the taking of any official action, including the granting of approval, by any other City department or official, where other department's or official's action is required by law, ordinance, resolution or rule or regulation.

B-27 CONDITION OF PREMISES

The City and Concessionaire acknowledge that they have jointly examined the Concession Premises. Concessionaire accepts the Concession Premises in their present condition as of the date of commencement of this Concession Agreement.

B-28 SEVERABILITY

Should any term, provision, condition or other portion of this Agreement or any provision of any document incorporated by reference be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the remainder shall continue in full force and effect.

B-29 SUCCESSORS IN INTEREST

Unless otherwise provided, the terms, covenants, and conditions in this Agreement shall apply to and bind the Concessionaire and any and all heirs, successors, executors, administrators, and assigns of the Concessionaire, all of whom shall be jointly and severally liable with the signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Concession Agreement to be executed by their respective representative(s):

FOR THE CONCESSIONAIRE:

By:

STATE OF SOUTH DAKOTA

COUNTY OF _____

On this _____ day of _____, 2015, before me personally appeared _____, to me known to be the individuals that executed the foregoing instrument, and acknowledged that the executed said instruments as their free and voluntary act for uses and purposes therein mentioned.

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

Notary Public _____

(Seal)

My Commission expires

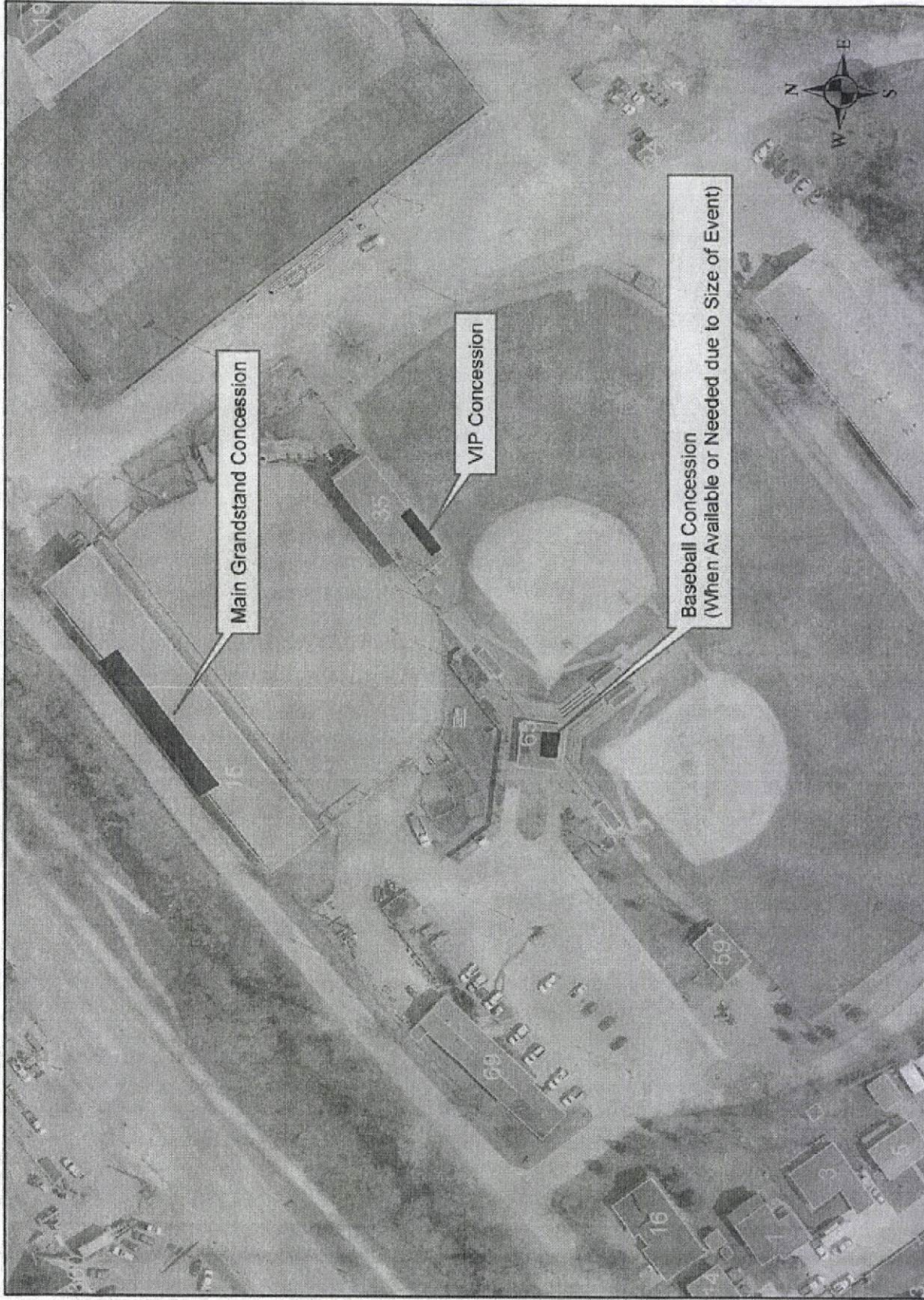
City of Deadwood

By _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Attachment A



BN 10/7/15

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



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

10-19-15
10 F

MEMORANDUM

Date: October 09, 2015
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Deadwood Park Enhancements – Bike Racks

Deadwood is becoming a primary destination for cycling with our location at the beginning of the Michelson Trail – one of the top 10 Rails-to-Trails projects in the nation. If Deadwood wants to promote cycling and recreation, one of the easiest things to do is install good bike racks.

Recreation and cycle friendliness has been discussed for several years through the South Deadwood Masterplan, the Deadwood Revitalization project and with the recent improvements in the trailhead area of the Michelson Trail.

Bike racks in an historic or urban settings is vitally important in encouraging people to ride their bikes. If there is no way for cyclists to secure their bikes as they visit a historical site or a community, then they will likely not ride their bikes.

Providing a designated area for bike parking gives your community a more orderly appearance and reduces the likelihood cyclists will lock their bikes to trees, benches or railings. Bike racks also communicate your city is interested in promoting cycling for transportation.

City staff is identifying several locations for the bicycle rack in visible, well lit, high pedestrian traffic areas to minimize vandalism and provide close proximity to recreational areas and key destinations. It is anticipated additional locations will be identified and supplementary bike racks ordered and installed in the future.

The bike racks identified will be ordered through Victor Stanley which is the company which has provided these amenities to the trailhead project along with the recently renovated Martha Bullock Park. Maintaining consistency in makes and models of bike racks provides ease of replacement when necessary.

Below is a sampling of proposed locations for bike racks:

Location	Model	Quantity	Mount	Cost	Total Cost
Deadwood St.	BRCS-103	1	Surface	\$296	\$296
Main Street	BRCS-103	1	Surface	\$296	\$296
Information Ctr.	BRCS-103	1	Surface	\$296	\$296
Information Ctr.	BRCS-103	1	In Ground	\$296	\$296
Trail Head	BK-2	2	In Ground	\$996	\$1992
Rec Center	BRCS-107	1	In Ground	\$648	\$648
Gordon Park	BRCS-103	1	In Ground	\$296	\$296
Ball Field	BRCS-107	1	In Ground	\$648	\$648
Library	BRCS-103	1	In Ground	\$296	\$296
TOTAL		10			\$5,064.00

Plus Shipping

The Deadwood Historic Preservation Commission budgeted funding for benches, trash receptacles and other street amenities for the community. Sufficient funds remain in this line item to accommodate this order under the 2015 budget.

Recommendation:

Permission for staff to order 10 Bike Racks from Victor Stanley at a cost of \$5,064.00 plus shipping from the 2015 Historic Preservation Budget under street furniture line item.

ORDINANCE #1230 TO AMEND CHAPTER 5.28

10/19/15

Actors and Performers

106

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 5.28 be amended as follows:

5.28.11 Actors and performers—Registration required.

~~—Any person, actor, performer or other individual intending to or desiring to perform, act or display or exhibit his or her talents within the city of Deadwood as it applies to performers on public streets, parking lots, rights-of-ways and sidewalks must first register with the police department of the city of Deadwood and show proof of insurance in the amount of not less than one million dollars (\$1,000,000.00).~~

New language below

The City Commission finds the existence of street performers provides a public amenity that enhances the character and heritage of the City and seeks to encourage such performances to the extent they do not interfere with the reasonable expectations of residents to the enjoyment of peace and quiet in the neighborhoods or to the ability of businesses to conduct their businesses uninterrupted. This section seeks to balance the interests of the performers with those of the residents and businesses of the City.

The police department of the City to be primarily charged with the responsibility of supervising the provisions of this section.

A. Definitions.

1. "Perform" includes, but is not limited to, the following activities: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing, reading, puppetry, sidewalk art (working with non-permanent, water-soluble media, i.e., chalk, pastels, or watercolors directly on the pavement), and reciting. Perform shall not include the production of items for sale.
2. "Performer" means a person who has obtained a permit pursuant to this section.
3. "Public areas" means public sidewalks, parks, playgrounds and other pedestrian areas within the city limits.
4. "Public Street" means any street, public highway, private way laid out under authority of the city, way dedicated to public use, or way under the control of public works department or other body having like power.

B. Prohibition.

No person may perform in a public area without a permit issued pursuant to subsection C of this section. Furthermore, no person may perform on a public street except those allowed under subsection E-1-c and E-1-d of this section.

C. Permit.

1. A permit shall be issued by the police department to each applicant therefor in exchange for a completed application, proof of insurance and the required fee set by City Commission resolution.
2. A completed application for a permit, and the permit itself, shall contain the applicant's name, residence address and telephone number, and shall be signed by the applicant.
3. A permit shall be valid from the date on which it is issued through the end of that calendar year unless otherwise set forth in the terms of the permit.
4. A permit shall be nontransferable, and shall contain the permit number of the applicant and the year in which the permit is valid. Each member of a group of performers who play together shall be required to obtain an individual permit.
5. Upon issuing a permit, the police department shall also give the performer a copy of this section.
6. If a performer loses his or her permit, one replacement permit per year may be obtained for a fee set by City Commission resolution.
7. The permit must include an liability insurance certificate naming the City of Deadwood as additionally insured in an amount of not less than one million dollars (\$1,000,000.00).

D. Display of Permit.

A performer shall carry his or her permit while performing, and shall allow inspection of the permit by any Deadwood police officer or city official on request.

E. Permitted Performances.

1. Performances may take place in the following locations:
 - a. In public areas, except within two hundred feet of an elementary and/or secondary school, library, or church while in session, a hospital at any time, and except public areas excluded by the City Commission or in the event of public safety or emergency the Public Works Director or the Chief of Police;
 - b. On private property, with the written permission of the owner or other person in control of such property;
 - c. In public areas where an authorized special event, street fair or public festival is being conducted, with the permission of the sponsor of such event, fair or festival.
 - d. Performances on a public street shall be reserved for the primary troupe of actors and performers contracted by the Deadwood Historic Preservation Commission and approved by the City Commission. All other actors and performers are prohibited from using a public street except subsection C above.
 - e. Performances in the Public Plazas shall be reserved for the performers designated and/or funded by the entity contracted by the City Commission to operate the Public Plazas.
2. Performances may take place at the following times: Monday through Saturday, between 11:00 a.m. and 10:00 p.m. and, Sunday, between 12 noon and 10:00 p.m.
3. No performer or group of performers shall exceed the levels set by the City's noise ordinance. A performer or group of performers may use sound amplification as long as

this sound level set forth in the City noise ordinance is not exceeded. Upon a complaint, the police department shall measure the sound level according to the noise ordinance. If the sound level exceeds the noise ordinance, the performer or group of performers causing the excessive sound level shall either turn down the music or move to a distance from the complaint so as to reduce the sound level within these limitations.

4. A performer may not create an undue interference with the passage of the public through a public area. If a performer attracts a crowd sufficient to obstruct the public way, a police officer may disperse the portion of the crowd creating the obstruction. A police officer may ask the performer to leave the location after all other means of restoring the public safety or order have been exhausted.
5. No performer or group of performers may perform less than one hundred feet from another performer or group of performers.
6. A performer may receive contributions or money or property at a performance, provided that no sign is used. Contributions may be received in any receptacle, such as an open musical instrument case, box or hat. Performers shall follow state and federal regulations in reporting said contributions.

F. Exclusion of Public Areas.

1. A specific public area may be excluded from performances by decision of the City Commission after a public hearing notice of which shall be advertised once in a local newspaper no less than ten days prior to said hearing.
2. By decision of the Chief of Police in the case of an emergency: any holder of a license who disputes the need for said emergency exclusion may appeal to the City Commission for review.
3. By decision of the Public Works Director in the case of an emergency regarding a park or playground: any holder of a license who disputes the need for said emergency exclusion may appeal to the City Commission for review.

G. Penalties.

1. Noncriminal Disposition.

Whoever violates any provision of this section may be penalized by a civil fine by the city police department. The penalty for each violation will be twenty-five dollars. Any performer penalized by a civil fine may appeal to the City Commission or local circuit court.

2. Suspension of Permit.

The chief of police may suspend a permit for no more than thirty days if:

- a. a performer is found to have knowingly provided false information in the application; or
- b. a performer has received three civil fines within one calendar year.

3. Revocation of Permit.

The chief of police may revoke a permit for the remainder of the calendar year if a performer has received five civil fines during that calendar year.

4. A performer may not receive a permit unless all tickets from the previous year have been paid.

H. Exclusivity.

The provisions of this section take precedence over any other City ordinance applicable to street performances. To the extent other City ordinances are applicable and are inconsistent with this section, this section shall govern.

I. Peace and Quiet.

A performance in accordance with this ordinance shall be presumed not to constitute a disturbance of the peace or quiet.

J. Severability.

The provisions of this section are severable, and if any part of this section should be held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of the section and the remainder of the section shall stay in full force and effect.

Dated this 19th day of October, 2015.

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

First Reading:	October 19, 2015
Second Reading:	November 2, 2015
Published:	November 5, 2015
Adopted:	November 25, 2015

10-19-15
10 H

Dear Deadwood city officials

I am writing to you to inform you on the annual garland and greens sale hosted by the Trinity United Methodist youth. Enclosed you will find the proposal from 2014. The costs of garland have not changed and we hope we can count on your business again this year. Last year your purchases helped to send 9 youth on a trip that was a combination of a mission trip and national youth conference in Florida.

We are hoping to use this year's funding for another mission trip possibly to New Mexico or for camps.

We thank you for your consideration of purchasing garland from us. We look forward to hearing from you. Please call Ginger Phillips 584-3614 or Barb Hansen 578-3765 if you have any questions.

Proposal for Greenery Purchase

36 garland	\$30 each	total \$1080
4 small wreaths	\$25 each	total \$100
12 medium wreaths	\$35 each	total \$420
2 large wreaths	\$45 each	total \$90
	Grand total	\$1690

The city of Deadwood has purchased the above items for several years from either the Jobs Daughters or now from the youth of Trinity United Methodist. A rise in shipping costs have increased our wholesale costs which has forced us to increase our retail costs. We have not increased any costs for several years.

The deadline for purchase is November 3, 2015.

The Trinity United Methodist youth and parents will be hanging the greenery during the Thanksgiving weekend.

For ordering information or questions please contact Ginger Phillips at 584-3614 or 949-3669 or Barb Hansen at 578-3765 or 631-0072

MEMORANDUM

10-19-15

Re 101-10L

TO: City of Deadwood

FROM: Quentin L. Riggins
City Attorney

DATE: October 14, 2015

RE: Rate Increases

GPNA FILE NO. 07857.0003

In preparation for drafting this memo, I reviewed rate ordinances from the following jurisdictions: Rapid City, Spearfish, Sturgis, and Piedmont to determine whether these ordinances permitted rate increases through resolution of the city commission as opposed to amendments to existing ordinances.

In reviewing the ordinances they all, almost uniformly, allow for rate increases via resolution in one form or another as opposed to requiring amendment of existing ordinances. Rapid City, Spearfish, Sturgis and Piedmont all allow for water rates to be set by resolution. I was unable to locate any Rec Center rates within the Rapid City, Spearfish or Sturgis municipal ordinances, suggesting that the rates must be set by resolution as well. Finally the traffic regulation section of Spearfish ordinances permits parking violation fines to be set by resolution. Overall Spearfish ordinances permit all fees to be set by resolution of the council which is similar to what Deadwood would like to accomplish.

In my opinion, setting rates by resolution would be consistent with most of the surrounding municipalities. Increasing rates in this manner would also save the City associated costs with continually amending its ordinances as opposed to permitting increases to be made by resolution. I have enclosed a copy of a recent Sturgis resolution authorizing a water rate increase. I believe that a resolution such as this accomplishes the objectives of Deadwood in allowing for rate increases by resolution, and at the same time, it also provides an explanation to the general public as to the rationale behind the proposed increases. I believe that a resolution such as this could be used to combat public argument that the City is increasing rates without input from the citizens. Further, a public hearing held in conjunction with the proposed resolution would allow for input from residents prior to increasing any rates.

In conclusion, Deadwood is handling rate increases in a manner consistent with the surrounding communities.

QLR:ath

10-19-15
101

ORDINANCE #1231 TO AMEND CHAPTER 5.44: TROLLEYS

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 5.44 be amended as follows:

5.44 TROLLEYS

~~5.44.030 Fare.~~

~~The fare for using the trolley system shall be one dollar (\$1.00) per ride. The fare for one all day pass shall be five dollars (\$5.00) per pass. Punch card passes shall be twelve (12) rides for ten dollars (\$10.00)~~

~~(Ord. 1212, 2014; Ord. 1068, 2006)~~

~~5.44.040 Rate structure.~~

~~A. The following provides a rate structure for groups and organizations as follows, providing the trolley manager has had prior notice and has approved.~~

0 - 25 members	\$ 25.00
26 - 50 members	\$ 50.00
51 - 75 members	\$ 75.00
76 - 100 members	\$100.00

~~Fee will increase by \$25.00 for each additional 25 passengers.~~

~~B. By showing a name tag of the registered group, rides would be unlimited, providing the event does not last longer than two (2) consecutive days.~~

5.44.030 Fee Change

A. All rates related to fees in this chapter are listed in the city fee schedule, which is set and amended by resolution.

5.44.050-040 Any violation of this chapter shall subject the violating party to a fine up to five hundred dollars (\$500.00) and/or a jail sentence in the maximum amount of thirty (30) days. Each day any violation of this code or other ordinance continues constitutes a separate offense.

All previous ordinances covering the above charges shall be amended per the above schedule. Any services charges, license fees and ordinance fines not mentioned herein shall remain as set forth in previous resolutions or ordinances.

This ordinance is for support and maintenance of the municipal government of the City of Deadwood, South Dakota, and its existing public and will become effective on January 1, 2016.

Dated this 19th day of October, 2015.

CITY OF DEADWOOD

Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
Finance Officer

First Reading: October 19, 2015
Second Reading: November 2, 2015
Published: November 5, 2015
Adopted: November 25, 2015

10-19-15
10 J

**ORDINANCE #1232
TO AMEND CHAPTER 12.44, RECREATION CENTER**

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 12.44 Be Amended as follows:

12.44 RECREATION CENTER

All rates related to this chapter regarding Recreation Center are listed in the city fee schedule, which is set and amended by resolution.

- A. ~~Family Pass (parents and legal guardians and all children grade twelve (12) and under).~~
 - ~~1. Daily \$6.00.~~
 - ~~2. One (1) month \$27.00.~~
 - ~~3. Three (3) month \$75.00~~
 - ~~4. Six (6) month \$135.00.~~
- B. ~~Single Adult (19-54).~~
 - ~~1. Daily \$2.75.~~
 - ~~2. One (1) month \$20.00~~
 - ~~3. Three (3) month \$50.00~~
 - ~~4. Six (6) month \$75.00~~
- C. ~~Child/Senior (0-12 and 55+).~~
 - ~~1. Daily \$1.00.~~
 - ~~2. One (1) month \$10.00~~
 - ~~3. Three (3) month \$26.00~~
 - ~~4. Six (6) month \$46.00.~~
- D. ~~High School Student (13-18).~~
 - ~~1. Daily \$1.50.\$2.00~~
 - ~~2. One (1) month \$13.00.~~
 - ~~3. Three (3) month \$27.00.~~
 - ~~4. Six (6) month \$50.00~~
- E. ~~Corporate Family (Chamber of Commerce, Hotels, Casinos, etc.).~~
 - ~~1. One (1) month (family) \$21.00.~~
 - ~~2. Three (3) month (family) \$63.00.~~
 - ~~3. Six (6) month (family) \$126.00.~~
- F. ~~Corporate Single.~~
 - ~~1. One (1) month \$15.00.~~
 - ~~2. Three (3) month \$40.00.~~
 - ~~3. Six (6) month \$66.00.~~
- G. ~~Key Cards.~~
 - ~~1. Deposit \$5.00.~~
 - ~~2. Replacement \$5.00.~~
- H. ~~Racquetball/Squash Court.~~

~~1. Per participant \$1.00/session.~~

~~I. Locker Rental.~~

~~1. Monthly \$5.00 half locker; \$10.00 full locker. (Ord. 1140 (part), 2011; Ord. 1133 (part), 2010)~~

This ordinance is for support and maintenance of the municipal government of the City of Deadwood, South Dakota, and its existing public and will become effective on January 1, 2016.

Dated this 19th of October, 2015.

CITY OF DEADWOOD

Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
Finance Officer

First Reading: October 19, 2015
Second Reading: November 2, 2015
Published: November 5, 2015
Adopted: November 25, 2015

10-19-15
10K

ORDINANCE #1233 TO AMEND CHAPTER 10: SECTIONS 10.08-TRAFFIC REGULATIONS, SECTION 10.12-STOPPING, STANDING AND PARKING, AND SECTION 10.16- ABANDONED VEHICLES

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 10, Sections 10.08, 10.12 and 10.16 be amended as follows:

10.12.047 Parking Meter Rate

A. All rates related to Chapter 10, Stopping, Standing and Parking are listed in the city fee schedule, which is set and amended by resolution.

~~10.12.047 Parking meter rate.~~

~~All parking meters within city limits of the city of Deadwood shall be at the rate of fifty cents (\$0.50) per hour;~~

~~10.12.050 Parking violation fees.~~

~~A. It is unlawful for any person to fail to pay parking meter rates and late fees and other parking violations established as follows:~~

Parking meter violation	\$5.00
Fee added to violation after first late notice	9.00
Fee added to violation after second late notice	19.00

Within 72 hrs.	After 72 hrs.	
Blocking driveway	\$ 25.00	\$ 34.00
No parking area	25.00	34.00
Yellow marked area	25.00	34.00
Dead storage over 24 hrs.	25.00	34.00
Snow removal area	25.00	34.00
Parking in unloading zone	35.00	44.00
Too near fire hydrant	25.00	34.00
Parked against traffic	25.00	34.00
Handicapped parking only	100.00	109.00
Red marked area	75.00	84.00
Unauthorized residential parking	25.00	34.00

B. It is unlawful for any person to fail to pay parking meter tickets and fees and/or other parking violations totaling more than fifty dollars (\$50.00). A violation of this section may be enforced by the

complaint in the magistrate division of the eighth judicial circuit court and the issuance of a summons by the magistrate judge.

C. If there are five (5) or more outstanding or otherwise unsettled parking violation notices, or warrants issued for violations pending against the owner of the motor vehicle, by or under the direction of an officer or member of the Deadwood Police Department, be immobilized in such a manner as to prevent its operation.

1. Notice of immobilization. Upon immobilization of the motor vehicle, the officer or employee shall cause to be placed on the vehicle, in a conspicuous manner, notice sufficient to warn any individual that the vehicle has been immobilized, and that any attempt to move the vehicle might result in damage to the vehicle.

2. Release of immobilized vehicle. The owner of such immobilized vehicle, or other authorized person, shall be permitted to secure release of the vehicle upon depositing the amount of the fine or penalty for each violation for which there is an outstanding or otherwise unsettled parking violation notice or warrant.

3. Immobilization, towing and storage fees. The owner of an immobilized vehicle shall be subject to a fee of \$100 for the immobilization. The owner of an immobilized vehicle which was towed or impounded shall also be subject to the towing fee and any applicable fees for storage.

C. E. A violation of this section shall be punishable by a fine in the maximum amount of ~~two hundred dollars (\$200.00)~~ five hundred dollars (\$500.00) in addition to any fees owed for parking violations as set forth in this section.

10.12 STOPPING, STANDING AND PARKING

10.12.060 Fees for Broadway parking ramp.

A. ~~Two dollars (\$2.00) per hour for the first hour and two dollars (\$2.00) per hour for every hour after the first hour subject to a maximum of five dollars (\$5.00) per day.~~

B. ~~Employee lease fifty dollars (\$50.00) plus tax per month; annual contract lease one hundred dollars (\$100.00) per month for one (1) to twenty five (25) spaces, eighty five dollars (\$85.00) per month for twenty six (26) to fifty (50) spaces, seventy five dollars (\$75.00) per month for fifty (50) to one hundred nineteen (119) spaces, and sixty dollars (\$60.00) pper month for one hundred twenty (120) or more spaces.~~

10.16 ABANDONED VEHICLES

10.16.050 Recovery by Owner.

The registered owner of any vehicle removed and store under the provisions of this chapter may recover the same upon payment of all costs incident to the removal and storage of such vehicle, listed in the city fee schedule, which is set and amended by resolution.

All previous ordinances covering the above charges shall be amended per the above schedule. Any services charges, license fees and ordinance fines not mentioned herein shall remain as set forth in previous resolutions or ordinances.

This ordinance is for support and maintenance of the municipal government of the City of Deadwood, South Dakota, and its existing public and will become effective on January 1, 2016.

Dated this 19th of October, 2015.

CITY OF DEADWOOD

Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
Finance Officer

First Reading: October 19, 2015
Second Reading: November 2, 2015
Published: November 5, 2015
Adopted: November 25, 2015

10-19-15
10L

**ORDINANCE #1234
TO AMEND CHAPTER 13.04, WATER SERVICE SYSTEM**

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 13.04 Be amended as follows:

13.04 WATER SERVICE SYSTEM

13.04.080 Review of service charges.

A. The city shall review the total annual cost of operation and maintenance as well as each user's water and wastewater contribution percentage not less often than every two years and will revise the system as necessary to assure equity of the service charge system established herein and to assure that sufficient funds are obtained to adequately reimburse the water and wastewater treatment works.

B. All rates related to water service provided by the city are listed in the city fee schedule, which is set and amended by resolution.

13.04.090 Rates:

~~A. Water:~~

~~1. Residential accounts: Monthly minimum (demand) charge of twenty dollars and fifty cents (\$20.50) for all accounts, whether on or off, regardless of water usage; water usage charged as follows:~~

Water Usage	Water Rate
0-4,999 gallons	\$1.65/1,000 gallons
5,000-9,999 gallons	\$2.00/1,000 gallons
10,000-19,999 gallons	\$2.50/1,000 gallons
20,000-49,999 gallons	\$3.00/1,000 gallons
50,000 and over gallons	\$4.00/1,000 gallons

~~2. Commercial accounts: Monthly minimum (demand) charge for all accounts, whether on or off, based upon meter size, per meter, as follows:~~

Meter Size	Cost
1 inch or less	\$30.00
1.5 inch	\$40.00
2 inch	\$60.00

3 inch	\$90.00
4 inch	\$120.00
6 inch	\$180.00

with commercial water usage rates as follows:

Water Usage	Water Rate
0—9,999 gallons	\$3.00/1,000 gallons
10,000—49,999 gallons	\$3.50/1,000 gallons
50,000 and over gallons	\$4.00/1,000 gallons

~~B. Waste water:~~

~~1. Residential accounts: \$2.00 per month for all accounts, whether on or off.~~

~~2. Commercial accounts: \$5.00 per month if meter is one (1) inch or less for all accounts, whether on or off; \$10.00 per month for all meters greater than one (1) inch for all accounts, whether on or off.~~

This ordinance is for support and maintenance of the municipal government of the City of Deadwood, South Dakota, and its existing public and will become effective on January 1, 2016.

Dated this 19th day of October, 2015.

CITY OF DEADWOOD

Charles M. Turbiville, Mayor

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